



**WATER & WASTEWATER COMMISSION  
REGULAR MEETING AGENDA  
Tuesday, September 12th, 2023- 4:00 PM  
City Hall**

(rescheduled from 9/5/23 meeting)

**AGENDA  
(A Quorum of Council Members May be Present)**

- A. Call to Order and Roll Call
- B. Citizens Comments  
*Citizen Comments are to be kept to a maximum of five minutes per speaker unless the chairperson allows an extension of time. Each citizen is to make comments at the podium after stating name and address. Each citizen may comment only one time per public hearing / meeting.*
- C. Approve Consent Agenda.
  - a. Minutes of August 1st, 2023 Commission Meeting
  - b. Minutes of July 25<sup>th</sup>, 2023 Special Meeting
  - c. Water Utility Bills
  - d. Wastewater Utility Bills
- D. Discussion and possible action regarding future well and well house projects at wells 2, 3, and/or 5.
- E. Discussion and possible action regarding design, bidding, & funding services contract with MSA Professional Services for wastewater facilities upgrade project.
- F. Water Report.
  - a. Well & Distribution System Report/Discussion
- G. Wastewater Report.
  - a. Sewer System Report/Discussion
- H. Discussion and possible action regarding time of regular water & wastewater commission meeting.
- I. Convene into Closed Session Pursuant to Section 19.85 (1) (c) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
  - a. Discussion and possible action regarding budgetary employee compensation amounts.
- J. Adjournment.

Next scheduled meeting is October 3, 2023; 4:00 PM at Mayville City Hall.

Burt Bushke  
Commission President

NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact City Hall at least one (1) business day prior to the meeting. This agenda was posted and made available to the news media in compliance with the open meeting law.

## **WATER/WASTEWATER MINUTES**

**AUGUST 1, 2023**

The meeting was called to order at 4:00 p.m. by Commissioner Bushke with the following roll call:  
Members Present: Commissioners Engel, Buschke, Lodahl and Frings, Alderperson's Roger Smith  
Members Absent: Alderperson Neumann and Commissioner Pasbrig  
Others Present: Lohr, Charles (4:12 PM), Nichole DeBaker, Courtney Steger

## **CITIZEN COMMENTS**

None

## **CONSENT AGENDA**

Motion by Commissioner Lodahl second by Commissioner Frings to approve the consent agendas for July 5, 2023. Motion passed 5-0.

## **DISCUSSION AND POSSIBLE ACTION REGARDING DEDUCTION OF SEWER CHARGES FOR 221 OAK STREET.**

Discussion held regarding deduction of sewer charges for 221 Oak St.

Motion by Commissioner Lodahl, second by Commissioner Frings to credit sewer charges of \$48.60.  
Motion passed 3-2.

## **DISCUSSION AND POSSIBLE ACTION REGARDING PRIVATE WELL PERMIT 2023-01 FOR THE MAYVILLE GOLF COURSE.**

Discussion held regarding private well permit for the Mayville Golf Course. WI DNR holds statutory control, the city oversees testing requirements.

Motion by Commissioner Lodahl, second by Commissioner Frings to approve private well permit 2023-01 for the Mayville Golf Course. Motion passed 5-0.

## **WATER REPORT**

Well #4 project: Crews are working on electrical this week and they are looking to pour floors and walls next week.

Kunkel Engineering is looking at scheduling a pre-con meeting for 8/17.

Valve turning is about 1/3 complete.

We had a service break on S School Street at Old Fashioned Cheese. This was on our side and had two holes.

The rate case has been filed and accepted by the Public Service Commission.

## **WASTEWATER REPORT**

Facilities plans have been sent to the DNR for review.

Crews are working on updating mapping while the weather is favorable. So far we've plotted 647 manholes, 345 hydrants, we believe all water and sewer mains, 659 curb stops, 547 valves, meter information for each residence, all lift stations, force mains, sewer and water issues and breaks, well houses, towers, iron filters, all parcels, sewer jetting annual schedules, and generators with all relevant information attached.

**ADJOURNMENT**

Motion by Alderperson Smith, second by Commissioner Engel to adjourn at 4:31 p.m. Motion passed unanimously.

Nichole DeBaker, Utility Accountant

**WATER/WASTEWATER SPECIAL MEETING MINUTES**

**JULY 25, 2023**

The meeting was called to order at 4:00 p.m. by Commissioner Bushke with the following roll call:

Members Present: Commissioners Engel, Bushke, Pasbrig, Lodahl, Smith and Frings

Members Absent: Alderperson Neumann

Present: Courtney Steger, Bethany Ryers

**CITIZEN COMMENTS**

None

**DISCUSSION AND POSSIBLE ACTION REGARDING WATER RATE APPLICATION  
PERFORMED BY BAKER TILLY.**

Motion by Lodahl, second by Engel to approve water rate case application for submittal at a 6.5% rate of return.

Motion passed 4-2.

**ADJOURNMENT**

Motion by Commissioner Pasbrig, second by Commissioner Frings to adjourn at 4:39 p.m. Motion passed unanimously.

Courtney Steger, Utilities Director

# CITY OF MAYVILLE

## SUMMARY OF CASH POSITION BY FUND AS OF JULY 31, 2023

	THIS MONTH	LAST MONTH	CHANGE
<b>(60) WATER FUND</b>			
TREASURER'S CHECKING	2,534,190.95	2,488,358.00	45,832.95
INVESTMENTS-AMERICAN 15 MO CD	.00	.00	.00
INVESTMENTS-WU CD	.00	.00	.00
INVESTMENTS-DEBT SERVICE RESER	.00	.00	.00
INVESTMENTS-DS RESERVE MSB	.00	.00	.00
INVESTMENTS-DS RESERVE MSB MM	.00	.00	.00
INVESTMENTS-STATE FUNDS #14	.00	.00	.00
INVESTMENTS-STATE FUNDS #2	.00	.00	.00
INVESTMENTS-BANKONE ASSET MGMT	.00	.00	.00
TSB-WATER UTILITY MONEY MARKET	658,717.53	655,987.54	2,729.99
INVESTMENTS-STATE FUNDS #4	.00	.00	.00
INVESTMENTS-RESERVED	.00	.00	.00
TSB-WATER REDEMPTION MONEY MAR	63,553.02	63,289.63	263.39
TSB-WATER IMPACT FEES MONEY MA	1,182.88	1,177.98	4.90
M&I WATER REDEMPTION CD	.00	.00	.00
FBB-WATER UTILITY CD	.00	.00	.00
FBB-WATER DEPRECIATION CD	.00	.00	.00
TSB-WATER DEPRECIATION MM	200,520.97	199,689.93	831.04
M&I-WATER CD	.00	.00	.00
MSB-WATER UTILITY CD	.00	.00	.00
PETTY CASH & CHANGE BOX	175.00	175.00	.00
CASH RECEIPTS CLEARING	1,250.20	1,250.20	.00
ADVANCE TO WASTEWATER UTILITY	.00	.00	.00
<b>TOTAL (60) WATER FUND</b>	<b>3,459,590.55</b>	<b>3,409,928.28</b>	<b>49,662.27</b>
<b>(61) SEWER FUND</b>			
TREASURER'S CHECKING	1,008,495.63	936,068.42	72,427.21
INVESTMENTS-BANKONE ASSET MGMT	.00	.00	.00
TSB-SEWER REPLACEMENT MM	1,204,205.80	1,199,215.09	4,990.71
INVESTMENTS-STATE FUNDS #10	.00	.00	.00
INVESTMENTS-STATE FUNDS #3	.00	.00	.00
TSB-SEWER RESERVE MONEY MARKET	1,140.01	1,135.29	4.72
INVESTMENTS-STATE FUNDS #5	.00	.00	.00
SEWER UTILITY RESERVE CD	.00	.00	.00
TSB-SEWER UTILITY MONEY MARKET	348,962.76	347,516.52	1,446.24
FBB-SEWER UTILITY CD	.00	.00	.00
FBB-SEWER DEPRECIATION CD	.00	.00	.00
INVESTMENTS-STATE FUNDS #9	.00	.00	.00
FBB-SEWER REDEMPTION CD	.00	.00	.00
FBB-SEWER CONNECTIONS CD	.00	.00	.00
TSB-SEWER DEPRECIATION MM	.00	.00	.00
TSB-SEWER REDEMPTION MONEY MM	65,707.24	65,434.92	272.32
TSB-SEWER CONNECTIONS MM	192,857.68	192,058.40	799.28
PETTY CASH & CHANGE BOX	175.00	175.00	.00
<b>TOTAL (61) SEWER FUND</b>	<b>2,821,544.12</b>	<b>2,741,603.64</b>	<b>79,940.48</b>
<b>TOTAL CASH - ALL FUNDS</b>	<b>6,281,134.67</b>	<b>6,151,531.92</b>	<b>129,602.75</b>

Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
<b>61-11374-00-000-130 TSB-SEWER CONNECTIONS MM</b>					
VISU-SEWER INC	MANHOLES	34718	07/11/2023	6,426.00	
Total 61-11374-00-000-130 TSB-SEWER CONNECTIONS MM:				6,426.00	
<b>61-16220-00-000-165 PREPAID EXPENSE</b>					
USPS	PREPAID POSTAGE FOR UTILITIES-WW	AUGUST 2023	08/30/2023	2,750.00	
Total 61-16220-00-000-165 PREPAID EXPENSE:				2,750.00	
<b>61-53610-66-206-856 MISC GEN EDUCATION &amp; TRAINING</b>					
BMO HARRIS BANK NA	UTILITIES 6136 - WWOA TRAINING	JULY 2023	07/31/2023	37.00	
Total 61-53610-66-206-856 MISC GEN EDUCATION & TRAINING:				37.00	
<b>61-53610-66-303-856 MISC GEN REGISTRATION FEES</b>					
BMO HARRIS BANK NA	UTILITIES 6136 - CDL RENEWAL	JULY 2023	07/31/2023	42.84	
BMO HARRIS BANK NA	UTILITIES 6136 - ACI PAYMENTS	JULY 2023	07/31/2023	5.80	
Total 61-53610-66-303-856 MISC GEN REGISTRATION FEES:				48.64	
<b>61-53610-66-304-851 OFFICE SUPPLIES/EXP TELEPHONE</b>					
AT&T - INTERNET & LOCAL	CITY WATER	AUGUST/SEPT	08/22/2023	8.72	
Total 61-53610-66-304-851 OFFICE SUPPLIES/EXP TELEPHONE:				8.72	
<b>61-53610-66-327-851 OFFICE - SUPPLIES EQUIPMENT</b>					
BADGER METER INC	BECON MBL HOSTING SERV UNIT WW	80135029	07/29/2023	43.94	
Total 61-53610-66-327-851 OFFICE - SUPPLIES EQUIPMENT:				43.94	
<b>61-53610-66-334-853 INSURANCE BUILDINGS</b>					
EMC INSURANCE COMPANIES	WW PROPERTY	7000813649	07/07/2023	1,521.28	
Total 61-53610-66-334-853 INSURANCE BUILDINGS:				1,521.28	
<b>61-53610-66-335-853 INSURANCE VEHICLES</b>					
EMC INSURANCE COMPANIES	WW VEHICLES	7000813649	07/07/2023	389.17	
Total 61-53610-66-335-853 INSURANCE VEHICLES:				389.17	
<b>61-53610-66-387-854 PENSION/BENEFIT WKRS COMP INS</b>					
EMC INSURANCE COMPANIES	WW PUBLIC LIABILITY	7000813649	07/07/2023	246.43	
EMC INSURANCE COMPANIES	WW WORKERS COMP	7000813649	07/07/2023	761.46	
Total 61-53610-66-387-854 PENSION/BENEFIT WKRS COMP INS:				1,007.89	
<b>61-53610-67-319-827 OTH OPER CONTRACTED SLUDGE</b>					
BADGER STATE WASTE LLC	SLUDGE HAULING	3992	08/03/2023	16,926.40	
Total 61-53610-67-319-827 OTH OPER CONTRACTED SLUDGE:				16,926.40	
<b>61-53610-67-325-827 OTH OPER - SUPPLIES OPERATING</b>					
US CELLULAR CORPORATION	#320040129 UTILITY-WW	0595201256	07/26/2023	32.37	
Total 61-53610-67-325-827 OTH OPER - SUPPLIES OPERATING:				32.37	

Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
<b>61-53610-67-331-828 TRANSPORT SUPPLIES VEHICLES</b>					
MAYVILLE TIRE COMPANY INC	VEHICLE INSPECTION/ OIL CHANGE/ FILTER	69022	08/01/2023	30.03	
NAPAAUTO PARTS DIV OF MPEC -	UTILITY - 828	260063	02/23/2023	9.77	
NAPAAUTO PARTS DIV OF MPEC -	UTILITY - 828	266911	05/23/2023	25.24	
Total 61-53610-67-331-828 TRANSPORT SUPPLIES VEHICLES:				65.04	
<b>61-53610-67-386-828 TRANSPORT EXP SUPPLIES GAS/OIL</b>					
COLE OIL & PROPANE CO	PLANT FUEL WW	JULY 2023 STMNT	08/01/2023	55.48	
KWIK TRIP INC	#272441 SEWER GAS CHARGES	JULY 2023	08/04/2023	155.01	
Total 61-53610-67-386-828 TRANSPORT EXP SUPPLIES GAS/OIL:				210.49	
<b>61-53610-68-317-832 COLLECT SYS PUMP EQUIP PROF</b>					
TRUE VALUE HOME & HARDWARE	SUPPLIES	5904930	07/31/2023	4.26	
AMAZON CAPITAL SERVICES	UTILITIES- UPC BACK-UP BATTERIES	1KF6-RHLM-J67P	07/26/2023	192.03	
Total 61-53610-68-317-832 COLLECT SYS PUMP EQUIP PROF:				196.29	
<b>61-53610-68-317-834 MAINT GEN PLANT PROF SERV</b>					
TRUE VALUE HOME & HARDWARE	SUPPLIES	5900770	07/12/2023	4.74	
TRANE	REPAIRS	313835798	08/07/2023	275.50	
Total 61-53610-68-317-834 MAINT GEN PLANT PROF SERV:				280.24	
<b>61-53610-68-319-833 MAINT TREAT/DISP EQUIP CONTRAC</b>					
TRUE VALUE HOME & HARDWARE	SUPPLIES	5900527	07/11/2023	4.50	
TRUE VALUE HOME & HARDWARE	SUPPLIES	5900835	07/12/2023	6.98-	
TRUE VALUE HOME & HARDWARE	SUPPLIES	5902142	07/18/2023	23.70	
TRUE VALUE HOME & HARDWARE	SUPPLIES	5902613	07/20/2023	13.10	
HORICON HARDWARE HANK	UTILITIES - SUPPLIES 60	1263533	07/18/2023	4.87	
Total 61-53610-68-319-833 MAINT TREAT/DISP EQUIP CONTRAC:				39.19	
<b>61-53610-68-321-834 MAINT GEN PLANT JANITOR SUPPLY</b>					
DARYL J TONN PEST CONTROL LL	PEST CONTROL - GENERAL PLANT-WW	AUGUST 2023	08/10/2023	23.75	
AMAZON CAPITAL SERVICES	UTILITIES- PAPER TOWEL	1JFD-Y73Y-4XPY	04/20/2023	13.89	
Total 61-53610-68-321-834 MAINT GEN PLANT JANITOR SUPPLY:				37.64	
<b>61-53610-68-325-834 MAINT GEN PLANT OPER SUPPLY</b>					
AMAZON CAPITAL SERVICES	UTILITIES- MANHOLE HOOK TOOL	1FKK-1FDM-6JQJ	03/29/2023	50.00	
AMAZON CAPITAL SERVICES	UTILITIES- DISPOSABLE GLOVES	1JFD-Y73Y-4XPY	04/20/2023	52.00	
Total 61-53610-68-325-834 MAINT GEN PLANT OPER SUPPLY:				102.00	
<b>61-53610-68-359-832 COLL SYS PUMP EQUIP MAINT OTH</b>					
DARYL J TONN PEST CONTROL LL	PEST CONTROL - GENERAL PLANT-WW	AUGUST 2023	08/10/2023	55.42	
NAPAAUTO PARTS DIV OF MPEC -	UTILITY SUPPLIES	258464	02/02/2023	60.90	
Total 61-53610-68-359-832 COLL SYS PUMP EQUIP MAINT OTH:				116.32	
<b>61-53610-69-383-827 LAB SUPPLIES</b>					
AMAZON CAPITAL SERVICES	UTILITIES- DISPOSABLE GLOVES	1X3V-N49M-QYXK	08/22/2023	34.66	
Total 61-53610-69-383-827 LAB SUPPLIES:				34.66	

Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
Grand Totals:				30,273.28	



Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
<b>60-16000-00-000-150 MATERIALS &amp; SUPPLIES</b>					
CORE & MAIN	INVENTORY	T296271	07/28/2023	339.00	
Total 60-16000-00-000-150 MATERIALS & SUPPLIES:				339.00	
<b>60-16220-00-000-165 PREPAID EXPENSE</b>					
USPS	PREPAID POSTAGE FOR UTILITIES	AUGUST 2023	08/30/2023	2,750.00	
Total 60-16220-00-000-165 PREPAID EXPENSE:				2,750.00	
<b>60-18005-00-100-107 CONSTRUCTION WORK IN PROGRESS</b>					
PUBLIC SERVICE COMMISSION	WELL #4 APP WATER RATES	2307-I-03460	08/17/2023	287.35	
TOWN & COUNTRY ENGINEERING I	WELL #4 TASK ORDER #2	25612	08/03/2023	15,729.60	
CD SMITH CONSTRUCTION	Well #4 SDWLP- Payment #1	WELL #4- PAYMENT 1	07/01/2023	73,403.98	
CD SMITH CONSTRUCTION	Well #4 SDWLP- Payment #1	WELL #4- PYMNT 2	07/31/2023	237,689.12	
Total 60-18005-00-100-107 CONSTRUCTION WORK IN PROGRESS:				327,110.05	
<b>60-53800-62-317-625 PUMP-MAINT PLANT-OTHER PROF</b>					
AMAZON CAPITAL SERVICES	UTILITIES-UPC BACK-UP BATTERIES	1KF6-RHLM-J67P	07/26/2023	192.03	
Total 60-53800-62-317-625 PUMP-MAINT PLANT-OTHER PROF:				192.03	
<b>60-53800-63-317-635 TREAT-MAINT PLANT-PROFESSIONAL</b>					
NORTHERN LAKE SERVICE INC	TTHM SAMPLES	2311486	07/24/2023	195.37	
Total 60-53800-63-317-635 TREAT-MAINT PLANT-PROFESSIONAL:				195.37	
<b>60-53800-63-325-632 TREAT-OPER-SUPPLIES</b>					
BMO HARRIS BANK NA	UTILITIES 6136 - USPS	JULY 2023	07/31/2023	31.85	
BMO HARRIS BANK NA	UTILITIES 6136 - USPS	JULY 2023	07/31/2023	30.90	
Total 60-53800-63-325-632 TREAT-OPER-SUPPLIES:				62.75	
<b>60-53800-63-364-631 TREAT-CHEM-CHLORINE</b>					
MARTELLE WATER TREATMENT IN	CHLORINE	25523	07/20/2023	1,775.11	
Total 60-53800-63-364-631 TREAT-CHEM-CHLORINE:				1,775.11	
<b>60-53800-64-319-641 TRANS-OPER-CONTRACTED SERVICES</b>					
ALLIANT ENERGY	CC INSP COMM	0073381-IN	07/31/2023	1,084.00	
ALLIANT ENERGY	CC IND-RES INSPECTIONS	0073574-IN	07/31/2023	699.00	
Total 60-53800-64-319-641 TRANS-OPER-CONTRACTED SERVICES:				1,783.00	
<b>60-53800-64-325-641 TRANS-OPERATING-SUPPLIES</b>					
US CELLULAR CORPORATION	#320040129 UTILITY-W	0595201256	07/26/2023	32.38	
Total 60-53800-64-325-641 TRANS-OPERATING-SUPPLIES:				32.38	
<b>60-53800-64-410-651 TRANS-MAINT MAINS-REPAIRS</b>					
TOWN & COUNTRY UNDERGROUN	BRECKENRIDGE BREAK	54233-IN	08/16/2023	7,780.00	
CORE & MAIN	MAIN ST REPAIRS	T163256	07/07/2023	690.00	
CORE & MAIN	MARY ST REPAIRS	T166437	07/13/2023	473.00	
Total 60-53800-64-410-651 TRANS-MAINT MAINS-REPAIRS:				8,943.00	

Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
<b>60-53800-64-411-652 TRANS-MAINT SERVICES-REPAIRS</b>					
LYCON INC	SCHOOL ST CURB	997536-IN	08/20/2023	654.50	
CORE & MAIN	WELL #4 UNDERGROUND	T163256	07/07/2023	2,018.00	
Total 60-53800-64-411-652 TRANS-MAINT SERVICES-REPAIRS:				2,672.50	
<b>60-53800-64-413-654 TRANS-MAINT HYDRANTS-REPAIRS</b>					
GIANT MAINTENANCE & RESTORA	HYDRANT PAINTING	4622	07/20/2023	6,000.00	
Total 60-53800-64-413-654 TRANS-MAINT HYDRANTS-REPAIRS:				6,000.00	
<b>60-53800-66-303-930 ADM/GEN-REGISTRATION FEES</b>					
BMO HARRIS BANK NA	UTILITIES 6136 - CDL RENEWAL	JULY 2023	07/31/2023	42.84	
BMO HARRIS BANK NA	UTILITIES 6136 - ACI PAYMENTS	JULY 2023	07/31/2023	170.00	
Total 60-53800-66-303-930 ADM/GEN-REGISTRATION FEES:				212.84	
<b>60-53800-66-304-921 ADM/GEN-TELEPHONE</b>					
AT&T - INTERNET & LOCAL	CITY WASTEWATER	AUGUST/SEPT	08/22/2023	8.72	
Total 60-53800-66-304-921 ADM/GEN-TELEPHONE:				8.72	
<b>60-53800-66-319-935 ADM/GEN-MAINT GEN-CONTRACTED</b>					
TRANE	REPAIRS	313835798	08/07/2023	275.50	
Total 60-53800-66-319-935 ADM/GEN-MAINT GEN-CONTRACTED:				275.50	
<b>60-53800-66-321-935 ADM/GEN-JANITORIAL SUPPLIES</b>					
DARYL J TONN PEST CONTROL LL	PEST CONTROL - GENERAL PLANT-WW	AUGUST 2023	08/10/2023	15.83	
AMAZON CAPITAL SERVICES	UTILITIES- PAPER TOWEL	1JFD-Y73Y-4XPY	04/20/2023	13.88	
Total 60-53800-66-321-935 ADM/GEN-JANITORIAL SUPPLIES:				29.71	
<b>60-53800-66-325-935 ADM/GEN-MAINT GEN-SUPPLIES</b>					
TRUE VALUE HOME & HARDWARE	SUPPLIES	5898749	07/03/2023	26.49	
NAPA AUTO PARTS DIV OF MPEC -	UTILITY SUPPLIES	260957	03/08/2023	21.68	
AMAZON CAPITAL SERVICES	UTILITIES- DISPOSABLE GLOVES	1JFD-Y73Y-4XPY	04/20/2023	52.00	
BLACKBURN MFG, CO	WATER MARKING FLAGS	NEW SCREEN	08/01/2023	150.15	
Total 60-53800-66-325-935 ADM/GEN-MAINT GEN-SUPPLIES:				250.32	
<b>60-53800-66-327-921 ADM/GEN-OFFICE SUPPLIES-EQUIP</b>					
BADGER METER INC	BECON MBL HOSTING SERV UNIT W	80135029	07/29/2023	43.94	
Total 60-53800-66-327-921 ADM/GEN-OFFICE SUPPLIES-EQUIP:				43.94	
<b>60-53800-66-331-933 ADM/GEN-SUPPLIES VEHICLES</b>					
MAYVILLE TIRE COMPANY INC	VEHICLE INSPECTION OIL CHANGE/ FILTER	69022	08/01/2023	30.02	
NAPA AUTO PARTS DIV OF MPEC -	UTILITY SUPPLIES	260063	02/23/2023	9.77	
Total 60-53800-66-331-933 ADM/GEN-SUPPLIES VEHICLES:				39.79	
<b>60-53800-66-334-924 INSURANCE BUILDINGS</b>					
EMC INSURANCE COMPANIES	WATER PROPERTY	7000813649	07/07/2023	862.73	
Total 60-53800-66-334-924 INSURANCE BUILDINGS:				862.73	

Vendor Name	Description	Invoice Number	Invoice Date	Amount Paid	Voided
<b>60-53800-66-335-933 INSURANCE-VEHICLES</b>					
EMC INSURANCE COMPANIES	WATER VEHICLES	7000813649	07/07/2023	196.43	
Total 60-53800-66-335-933 INSURANCE-VEHICLES:				196.43	
<b>60-53800-66-336-924 INSURANCE PUBLIC LIABILITY</b>					
EMC INSURANCE COMPANIES	WATER PUBLIC LIABILITY	7000813649	07/07/2023	246.43	
Total 60-53800-66-336-924 INSURANCE PUBLIC LIABILITY:				246.43	
<b>60-53800-66-386-933 ADM/GEN-SUPPLIES GAS/OIL/ETC</b>					
COLE OIL & PROPANE CO	WATER GAS	JULY 2023	07/31/2023	467.58	
COLE OIL & PROPANE CO	WATER GAS	JULY 2023 STMNT	08/01/2023	309.45	
Total 60-53800-66-386-933 ADM/GEN-SUPPLIES GAS/OIL/ETC:				777.03	
<b>60-53800-66-387-924 INSURANCE-WORKERS COMP</b>					
EMC INSURANCE COMPANIES	WATER WORKERS COMP	7000813649	07/07/2023	761.46	
Total 60-53800-66-387-924 INSURANCE-WORKERS COMP:				761.46	
Grand Totals:				355,560.09	

CITY OF MAYVILLE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(60) WATER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>PUBLIC CHARGES FOR SERVICES</b>					
60-46450-64-000-415	.00	640.03	780.00	139.97	82.1
60-46450-65-001-470	704.04	3,265.28	4,738.00	1,472.72	68.9
60-46450-65-011-461	41,065.00	265,756.38	463,765.00	198,008.62	57.3
60-46450-65-012-461	6,682.45	45,101.47	75,581.00	30,479.53	59.7
60-46450-65-013-461	61,423.49	135,359.96	211,216.00	75,856.04	64.1
60-46450-65-014-462	2,947.99	20,635.93	35,376.00	14,740.07	58.3
60-46450-65-015-461	3,663.21	26,321.55	42,333.00	16,011.45	62.2
60-46450-65-015-463	30,446.07	215,104.04	355,374.00	140,269.96	60.5
60-46450-65-016-464	1,343.01	8,994.71	15,268.00	6,273.29	58.9
60-46450-65-017-474	.00	80.00	6,300.00	6,220.00	1.3
60-46450-65-018-474	30.00	465.00	1,200.00	735.00	38.8
60-46450-65-020-471	.00	138.48	.00	( 138.48)	.0
<b>TOTAL PUBLIC CHARGES FOR SERVI</b>	<b>148,305.26</b>	<b>721,862.83</b>	<b>1,211,931.00</b>	<b>490,068.17</b>	<b>59.6</b>
<b>INTEREST INCOME &amp; MISC</b>					
60-48110-66-000-419	3,829.32	23,096.90	3,000.00	( 20,096.90)	769.9
60-48400-66-000-474	.00	4,742.50	.00	( 4,742.50)	.0
60-48900-66-000-421	9,330.00	13,995.00	46,650.00	32,655.00	30.0
<b>TOTAL INTEREST INCOME &amp; MISC</b>	<b>13,159.32</b>	<b>41,834.40</b>	<b>49,650.00</b>	<b>7,815.60</b>	<b>84.3</b>
<b>TOTAL FUND REVENUE</b>	<b>161,464.58</b>	<b>763,697.23</b>	<b>1,261,581.00</b>	<b>497,883.77</b>	<b>60.5</b>

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(60) WATER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-53800-61-102-600	2,450.91	12,159.77	15,809.00	3,649.23	76.9
60-53800-61-102-605	958.36	5,383.02	5,658.00	274.98	95.1
60-53800-61-103-600	403.55	2,414.83	3,318.00	903.17	72.8
60-53800-61-103-605	.00	.00	106.00	106.00	.0
60-53800-61-319-605	.00	237.80	1,500.00	1,262.20	15.9
60-53800-61-325-605	88.83	292.48	100.00	( 192.48)	292.5
TOTAL SOURCE OF SUPPLY	3,901.65	20,487.90	26,491.00	6,003.10	77.3
60-53800-62-102-620	857.53	6,346.67	8,340.00	1,993.33	76.1
60-53800-62-102-625	.00	518.40	1,031.00	512.60	50.3
60-53800-62-103-620	.00	.00	202.00	202.00	.0
60-53800-62-317-625	557.35	56,790.30	53,275.00	( 3,515.30)	106.6
60-53800-62-323-622	7,609.66	40,068.72	51,732.00	11,663.28	77.5
60-53800-62-324-622	120.21	6,281.71	7,432.00	1,150.29	84.5
TOTAL PUMPING EXPENSE	9,144.75	110,005.80	122,012.00	12,006.20	90.2
60-53800-63-102-630	829.75	6,649.17	11,755.00	5,105.83	56.6
60-53800-63-102-635	60.32	687.52	1,362.00	674.48	50.5
60-53800-63-103-630	129.05	129.05	200.00	70.95	64.5
60-53800-63-317-635	1,132.08	7,046.13	4,150.00	( 2,896.13)	169.8
60-53800-63-325-632	121.80	307.70	2,000.00	1,692.30	15.4
60-53800-63-327-635	.00	462.65	3,200.00	2,737.35	14.5
60-53800-63-364-631	1,212.02	9,114.39	14,645.00	5,530.61	62.2
60-53800-63-371-631	.00	1,991.40	5,665.00	3,673.60	35.2
TOTAL WATER TREATMENT	3,485.02	26,388.01	42,977.00	16,588.99	61.4

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(60) WATER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-53800-64-102-640	2,605.53	17,325.85	30,369.00	13,043.15	57.1
60-53800-64-102-650	30.16	390.63	1,175.00	784.37	33.3
60-53800-64-102-651	394.86	1,851.04	2,905.00	1,053.96	63.7
60-53800-64-102-652	150.80	916.80	2,955.00	2,038.20	31.0
60-53800-64-102-653	30.16	3,630.89	5,391.00	1,760.11	67.4
60-53800-64-102-654	.00	282.65	313.00	30.35	90.3
60-53800-64-103-640	.00	88.76	700.00	611.24	12.7
60-53800-64-103-650	67.60	67.60	107.00	39.40	63.2
60-53800-64-103-651	90.48	537.82	1,128.00	590.18	47.7
60-53800-64-103-652	.00	120.64	905.00	784.36	13.3
60-53800-64-107-640	472.50	3,910.00	7,433.00	3,523.00	52.6
60-53800-64-317-650	.00	1,000.00	.00	( 1,000.00)	.0
60-53800-64-319-641	1,783.00	11,785.50	24,496.00	12,710.50	48.1
60-53800-64-322-641	.00	8,962.96	12,213.00	3,250.04	73.4
60-53800-64-325-641	32.38	1,095.85	2,268.00	1,172.15	48.3
60-53800-64-410-651	4,968.16	31,866.20	73,076.00	41,209.80	43.6
60-53800-64-411-652	.00	8,051.61	24,000.00	15,948.39	33.6
60-53800-64-412-653	.00	59.66	6,000.00	5,940.34	1.0
60-53800-64-413-654	.00	25,568.94	16,500.00	( 9,068.94)	155.0
TOTAL TRANS & DISTRIBTN	10,625.63	117,513.40	211,934.00	94,420.60	55.5
60-53800-65-102-901	.00	180.96	1,477.00	1,296.04	12.3
60-53800-65-102-902	952.40	7,143.00	11,290.00	4,147.00	63.3
60-53800-65-103-902	.00	15.09	.00	( 15.09)	.0
60-53800-65-305-903	344.94	2,382.97	5,200.00	2,817.03	45.8
60-53800-65-314-903	.00	.00	1,500.00	1,500.00	.0
60-53800-65-381-904	.00	.00	300.00	300.00	.0
TOTAL CUSTOMER ACCT EXP	1,297.34	9,722.02	19,767.00	10,044.98	49.2

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(60) WATER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-53800-66-101-920 ADM/GEN-ADMIN/GEN-SALARY	2,800.80	21,006.02	33,607.00	12,600.98	62.5
60-53800-66-102-920 ADM/GEN-WAGES REG	952.40	7,143.00	11,426.00	4,283.00	62.5
60-53800-66-102-930 ADM/GEN-MISC GEN-WAGES REG	241.28	3,177.30	5,257.00	2,079.70	60.4
60-53800-66-102-933 ADM/GEN-TRANSPORTATION-WAGES	30.16	150.48	242.00	91.52	62.2
60-53800-66-102-935 ADM/GEN-MAINT GEN PLANT-WAGES	531.10	3,955.04	7,717.00	3,761.96	51.3
60-53800-66-103-930 ADM/GEN-MISC GEN-WAGES OT	.00	.00	33.00	33.00	.0
60-53800-66-201-408 ADM/GEN-FICA & MEDICARE	1,203.74	8,191.81	14,500.00	6,308.19	56.5
60-53800-66-203-926 ADM/GEN-RETIREMENT	1,025.13	7,200.76	11,989.00	4,788.24	60.1
60-53800-66-204-926 ADM/GEN-HEALTH INSURANCE	3,831.98	27,643.08	58,259.00	30,615.92	47.5
60-53800-66-205-926 ADM/GEN-LIFE INSURANCE	29.85	222.67	488.00	265.33	45.6
60-53800-66-206-930 ADM/GEN-MISC GEN-EDUCATION	.00	.00	125.00	125.00	.0
60-53800-66-208-926 ADM/GEN-DENTAL INSURANCE	211.45	1,537.35	2,532.00	994.65	60.7
60-53800-66-210-926 ADM/GEN-VISION INSURANCE	30.79	224.24	369.00	144.76	60.8
60-53800-66-211-926 ADM/GEN-SICK LEAVE PAYOUT	603.20	1,828.16	1,866.00	37.84	98.0
60-53800-66-212-930 ADM/GEN-BOARDS & COMMITTEES	.00	.00	920.00	920.00	.0
60-53800-66-213-926 ADM/GEN-VACATION	506.92	3,430.12	3,305.00	( 125.12)	103.8
60-53800-66-214-926 ADM/GEN-HOLIDAY PAY	419.92	2,153.54	4,032.00	1,878.46	53.4
60-53800-66-218-926 ADM/GEN-SHORT TERM DISABILITY	56.24	390.93	954.00	563.07	41.0
60-53800-66-280-926 ADM/GEN-FSA ADMIN FEES	.00	66.48	176.00	109.52	37.8
60-53800-66-302-930 ADM/GEN-MEMBERSHIPS	.00	898.00	600.00	( 298.00)	149.7
60-53800-66-303-930 ADM/GEN-REGISTRATION FEES	.00	411.79	1,000.00	588.21	41.2
60-53800-66-304-921 ADM/GEN-TELEPHONE	.00	142.31	700.00	557.69	20.3
60-53800-66-305-921 ADM/GEN-POSTAGE	.00	104.88	518.00	413.12	20.3
60-53800-66-306-930 ADM/GEN-TRAVEL EMPLOYEE	.00	.00	100.00	100.00	.0
60-53800-66-310-930 ADM/GEN-PUBLICATION NOTICES	.00	1,181.90	1,500.00	318.10	78.8
60-53800-66-313-403 ADM/GEN-DEPRECIATION	.00	.00	255,000.00	255,000.00	.0
60-53800-66-313-404 ADM/GEN-DEPRECIATION CIAC	.00	.00	28,250.00	28,250.00	.0
60-53800-66-314-921 ADM/GEN-OFFICE SUPPLIES	.00	1,233.89	957.00	( 276.89)	128.9
60-53800-66-315-923 ADM/GEN-LEGAL SERVICES	.00	533.75	1,200.00	666.25	44.5
60-53800-66-316-923 ADM/GEN-ACCOUNTING/AUDIT	2,231.82	29,031.10	18,500.00	( 10,531.10)	156.9
60-53800-66-317-923 ADM/GEN-CONTRACTED SERVICES	.00	780.91	2,500.00	1,719.09	31.2
60-53800-66-317-930 ADM/GEN-PROFESSIONAL SERVICES	.00	2,162.00	1,000.00	( 1,162.00)	216.2
60-53800-66-319-923 ADM/GEN-CONTRACTED SERVICES	564.38	669.38	1,200.00	530.62	55.8
60-53800-66-319-935 ADM/GEN-MAINT GEN-CONTRACTED	.00	4,726.64	2,500.00	( 2,226.64)	189.1
60-53800-66-321-935 ADM/GEN-JANITORIAL SUPPLIES	95.32	1,117.95	2,300.00	1,182.05	48.6

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(60) WATER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
60-53800-66-325-935 ADM/GEN-MAINT GEN-SUPPLIES	33.59	878.99	3,100.00	2,221.01	28.4
60-53800-66-327-921 ADM/GEN-OFFICE SUPPLIES-EQUIP	2,228.99	4,719.58	7,000.00	2,280.42	67.4
60-53800-66-331-933 ADM/GEN-SUPPLIES VEHICLES	1,386.93	2,475.76	1,800.00	( 675.76)	137.5
60-53800-66-334-924 INSURANCE BUILDINGS	.00	4,757.65	9,636.00	4,878.35	49.4
60-53800-66-335-933 INSURANCE-VEHICLES	.00	1,083.21	2,196.00	1,112.79	49.3
60-53800-66-336-924 INSURANCE PUBLIC LIABILITY	.00	1,358.98	2,750.00	1,391.02	49.4
60-53800-66-341-428 AMORTIZATION DEBT DISC/EXP	.00	.00	12,250.00	12,250.00	.0
60-53800-66-353-427 ADM/GEN-INTEREST-LONG TRM DEB	.00	20,135.15	35,000.00	14,864.85	57.5
60-53800-66-354-456 ADM/GEN-LEAD LATERAL REIMBURS	.00	640.03	.00	( 640.03)	.0
60-53800-66-386-933 ADM/GEN-SUPPLIES GAS/OIL/ETC	612.55	1,502.44	3,171.00	1,668.56	47.4
60-53800-66-387-924 INSURANCE-WORKERS COMP	.00	4,309.16	8,499.00	4,189.84	50.7
60-53800-66-392-408 ADM/GEN-PAYMENT IN LIEU OF TAX	.00	.00	200,000.00	200,000.00	.0
60-53800-66-902-935 ADM/GEN-TRSFER TO GENERAL FUND	.00	.00	6,500.00	6,500.00	.0
TOTAL ADMIN & GENERAL	19,628.54	173,176.43	767,524.00	594,347.57	22.6
TOTAL FUND EXPENDITURES	48,082.93	457,293.56	1,190,705.00	733,411.44	38.4
NET REVENUE OVER EXPENDITURES	113,381.65	306,403.67	70,876.00	( 235,527.67)	432.3



CITY OF MAYVILLE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(61) SEWER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>PUBLIC CHARGES FOR SERVICES</b>					
61-46410-65-011-631	825.21	3,870.68	5,965.00	2,094.32	64.9
61-46410-65-021-622	62,853.45	414,418.32	705,031.00	290,612.68	58.8
61-46410-65-022-622	17,109.42	120,670.88	196,119.00	75,448.12	61.5
61-46410-65-023-622	50,682.01	257,171.62	463,008.00	205,836.38	55.5
61-46410-65-024-622	1,197.07	17,843.29	32,337.00	14,493.71	55.2
61-46410-65-025-624	4,473.82	40,247.45	62,974.00	22,726.55	63.9
61-46410-65-026-635	.00	.00	1,200.00	1,200.00	.0
61-46410-65-027-635	10,852.01	22,681.61	11,829.00	( 10,852.61)	191.8
<b>TOTAL PUBLIC CHARGES FOR SERVI</b>	<b>147,992.99</b>	<b>876,903.85</b>	<b>1,478,463.00</b>	<b>601,559.15</b>	<b>59.3</b>
<b>INTEREST INCOME &amp; MISC</b>					
61-48110-66-000-419	7,513.27	45,860.52	8,907.00	( 36,953.52)	514.9
<b>TOTAL INTEREST INCOME &amp; MISC</b>	<b>7,513.27</b>	<b>45,860.52</b>	<b>8,907.00</b>	<b>( 36,953.52)</b>	<b>514.9</b>
<b>TOTAL FUND REVENUE</b>	<b>155,506.26</b>	<b>922,764.37</b>	<b>1,487,370.00</b>	<b>564,605.63</b>	<b>62.0</b>

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(61) SEWER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
61-53610-65-102-840 BILL/COLLECT/ACCTG -WAGES	952.40	7,143.00	11,290.00	4,147.00	63.3
61-53610-65-102-842 METER READING-WAGES	362.56	4,367.49	6,695.00	2,327.51	65.2
61-53610-65-305-840 BILL/COLLECT/ACCTG-POSTAGE	344.95	2,383.00	3,510.00	1,127.00	67.9
61-53610-65-314-840 BILL/COLLECT/ACCT-SUPPLIES OFF	.00	.00	1,500.00	1,500.00	.0
TOTAL CUSTOMER ACCT EXP	1,659.91	13,893.49	22,995.00	9,101.51	60.4

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(61) SEWER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
61-53610-66-101-850	2,800.80	21,005.99	33,606.00	12,600.01	62.5
61-53610-66-102-850	952.40	7,158.00	11,290.00	4,132.00	63.4
61-53610-66-102-856	281.62	6,937.33	10,468.00	3,530.67	66.3
61-53610-66-201-854	1,392.99	10,397.20	22,344.00	11,946.80	46.5
61-53610-66-203-854	1,180.66	9,128.21	15,220.00	6,091.79	60.0
61-53610-66-204-854	3,859.07	26,194.27	52,654.00	26,459.73	49.8
61-53610-66-205-854	21.00	133.28	526.00	392.72	25.3
61-53610-66-206-856	.00	26.37	500.00	473.63	5.3
61-53610-66-208-854	229.34	1,548.18	3,739.00	2,190.82	41.4
61-53610-66-210-854	34.43	232.30	542.00	309.70	42.9
61-53610-66-211-854	.00	641.18	5,600.00	4,958.82	11.5
61-53610-66-212-856	.00	.00	920.00	920.00	.0
61-53610-66-213-854	768.56	2,630.63	8,104.00	5,473.37	32.5
61-53610-66-214-854	631.36	5,892.41	9,200.00	3,307.59	64.1
61-53610-66-218-854	73.05	511.58	750.00	238.42	68.2
61-53610-66-280-854	.00	66.48	220.00	153.52	30.2
61-53610-66-302-856	.00	.00	250.00	250.00	.0
61-53610-66-303-856	.00	457.70	601.00	143.30	76.2
61-53610-66-304-851	.00	142.31	700.00	557.69	20.3
61-53610-66-305-851	.00	104.88	628.00	523.12	16.7
61-53610-66-306-856	.00	.00	80.00	80.00	.0
61-53610-66-310-851	.00	47.85	200.00	152.15	23.9
61-53610-66-313-403	.00	.00	436,000.00	436,000.00	.0
61-53610-66-314-851	.00	1,386.57	700.00	( 686.57)	198.1
61-53610-66-315-852	.00	183.75	1,200.00	1,016.25	15.3
61-53610-66-316-852	2,231.83	29,001.11	18,500.00	( 10,501.11)	156.8
61-53610-66-317-852	1,004.62	1,004.62	24,500.00	23,495.38	4.1
61-53610-66-317-856	.00	62.00	400.00	338.00	15.5
61-53610-66-327-851	2,154.66	4,645.26	7,000.00	2,354.74	66.4
61-53610-66-334-853	.00	8,389.34	12,260.00	3,870.66	68.4
61-53610-66-335-853	.00	2,146.10	3,624.00	1,477.90	59.2
61-53610-66-336-853	.00	1,011.60	2,060.00	1,048.40	49.1
61-53610-66-352-852	150.00	650.00	5,000.00	4,350.00	13.0
61-53610-66-353-427	.00	15,594.30	32,500.00	16,905.70	48.0
61-53610-66-387-854	.00	4,656.55	7,189.00	2,532.45	64.8

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(61) SEWER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
61-53610-66-902-852 OUTSIDE SERV TRSFR TO GEN FUND	.00	.00	6,500.00	6,500.00	.0
TOTAL ADMIN & GENERAL EXP	17,766.39	161,987.35	735,575.00	573,587.65	22.0
61-53610-67-102-820 SUPERVISION & LABOR WAGES	849.02	7,491.92	22,618.00	15,126.08	33.1
61-53610-67-102-828 TRANSPORTATION EXP WAGES	36.87	436.30	3,450.00	3,013.70	12.7
61-53610-67-103-820 SUPERVISION & LABOR WAGES OT	1,155.42	3,869.21	6,077.00	2,207.79	63.7
61-53610-67-107-820 SUPERVISION & LABOR STANDBY	472.50	3,805.00	7,433.00	3,628.00	51.2
61-53610-67-303-827 OTH OPERATING REGISTRATION FEE	.00	4,447.06	4,500.00	52.94	98.8
61-53610-67-317-827 OTH OPERATING PROFESSIONAL	.00	.00	2,516.00	2,516.00	.0
61-53610-67-319-827 OTH OPER CONTRACTED SLUDGE	17,164.80	102,060.19	207,396.00	105,335.81	49.2
61-53610-67-322-827 OTH OPER UTILITIES WATER/SEWER	.00	2,280.35	4,738.00	2,457.65	48.1
61-53610-67-323-822 POWER/FUEL AERATION ELECTRIC	11,065.12	76,589.06	108,733.00	32,143.94	70.4
61-53610-67-324-827 OTHER OPER UTILITIES NAT GAS	415.58	26,679.70	42,756.00	16,076.30	62.4
61-53610-67-325-827 OTH OPER - SUPPLIES OPERATING	413.69	3,727.63	10,950.00	7,222.37	34.0
61-53610-67-331-828 TRANSPORT SUPPLIES VEHICLES	587.50	2,087.02	2,114.00	26.98	98.7
61-53610-67-364-824 OPERATING EXPENSE-PHOS REM CH	.00	40,998.30	73,500.00	32,501.70	55.8
61-53610-67-386-828 TRANSPORT EXP SUPPLIES GAS/OIL	417.81	1,878.13	2,746.00	867.87	68.4
TOTAL OPERATING EXPENSE	32,578.31	276,349.87	499,527.00	223,177.13	55.3

CITY OF MAYVILLE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2023

(61) SEWER FUND

	PERIOD ACTUA	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
61-53610-68-102-831 MAINT COLLECT SYSTEM WAGES	589.83	7,366.34	6,480.00	( 886.34)	113.7
61-53610-68-102-832 COLLECT SYS PUMP EQUIP WAGES	302.74	5,695.45	4,510.00	( 1,185.45)	126.3
61-53610-68-102-833 MAINT TREAT/DISP EQUIP WAGES	3,109.96	18,954.49	23,089.00	4,134.51	82.1
61-53610-68-102-834 MAINT GEN PLANT WAGES	1,369.42	6,943.68	9,539.00	2,595.32	72.8
61-53610-68-103-831 MAINT COLLECT SYSTEM WAGES OT	73.74	92.12	.00	( 92.12)	.0
61-53610-68-103-832 COLLECT SYS PUMP EQUIP WAGE O	.00	404.48	315.00	( 89.48)	128.4
61-53610-68-103-833 MAINT TREAT/DISP EQUIP WAGE OT	73.74	127.00	489.00	362.00	26.0
61-53610-68-317-831 MAINT COLLECT SYSTEM PROF SER	14,678.64	14,678.64	3,500.00	( 11,178.64)	419.4
61-53610-68-317-832 COLLECT SYS PUMP EQUIP PROF	1,206.01	22,250.14	12,500.00	( 9,750.14)	178.0
61-53610-68-317-834 MAINT GEN PLANT PROF SERV	165.02	10,452.07	14,284.00	3,831.93	73.2
61-53610-68-319-833 MAINT TREAT/DISP EQUIP CONTRAC	646.63	2,583.88	16,080.00	13,496.12	16.1
61-53610-68-321-834 MAINT GEN PLANT JANITOR SUPPLY	95.33	1,384.78	2,425.00	1,040.22	57.1
61-53610-68-325-831 MAINT COLLECT SYS OPER SUPPLY	.00	2,565.27	10,246.00	7,680.73	25.0
61-53610-68-325-834 MAINT GEN PLANT OPER SUPPLY	44.20	871.21	5,223.00	4,351.79	16.7
61-53610-68-327-833 MAINT TREAT/DISP EQUIP-SUPPLY	.00	504.65	6,400.00	5,895.35	7.9
61-53610-68-359-832 COLL SYS PUMP EQUIP MAINT OTH	95.00	7,267.20	1,575.00	( 5,692.20)	461.4
61-53610-68-412-835 MAINT METERS REPAIRS	.00	.00	1,500.00	1,500.00	.0
61-53610-68-414-831 MAINT COLLECT SYS REPAIR LINES	.00	63,375.64	12,800.00	( 50,575.64)	495.1
TOTAL MAINTENANCE EXPENSE	22,450.26	165,517.04	130,955.00	( 34,562.04)	126.4
61-53610-69-102-820 LAB WAGES	4,012.61	29,929.10	47,660.00	17,730.90	62.8
61-53610-69-103-820 LAB WAGES OT	60.32	276.48	600.00	323.52	46.1
61-53610-69-317-827 LAB PROFESSIONAL SERV	761.83	7,845.52	7,408.00	( 437.52)	105.9
61-53610-69-383-827 LAB SUPPLIES	330.31	4,727.72	5,900.00	1,172.28	80.1
TOTAL LAB EXPENSES	5,165.07	42,778.82	61,568.00	18,789.18	69.5
TOTAL FUND EXPENDITURES	79,619.94	660,526.57	1,450,620.00	790,093.43	45.5
NET REVENUE OVER EXPENDITURES	75,886.32	262,237.80	36,750.00	( 225,487.80)	713.6



# MEETING AGENDA

<b>Project:</b>	Mayville WWTF Upgrade	<b>Location:</b>	Mayville Utilities
<b>MSA Project No.:</b>	00052025	<b>Date:</b>	August 24, 2023
<b>Meeting Purpose:</b>	MSA Design Contract Review	<b>Time:</b>	10:00 am
<b>Meeting Organizer:</b>	Greg Gunderson, PE		

## Attendees:

Name	Affiliation	Email	Phone
Commissioner Lodahl	Mayville		
Commissioner Frings	Mayville		
Commissioner Smith (virtual)	Mayville		
Commissioner Pasbrig	Mayville		
Commissioner Engel	Mayville		
Director Steger	Mayville		
Greg Gunderson	MSA	<a href="mailto:ggunderson@msa-ps.com">ggunderson@msa-ps.com</a>	(608) 355-8883
Steve Sell	MSA	<a href="mailto:ssell@msa-ps.com">ssell@msa-ps.com</a>	(608) 216-2052

1. Facilities Plan Update
2. Scope of Project
  - A. Parks Dept?
3. Scope of Services
  - A. MSA's responsibilities
    - 1) Design & Bidding
    - 2) Funding (separate contract)
    - 3) CRS & Funding Admin – future contract
  - B. Owner responsibilities
    - 1) Timely decisions
      - a. stay on schedule
      - b. changes are more costly as we get further into design
  - C. Meetings/Communication
    - 1) 12 Meetings
      - a. 1 – Kick-Off Mtg
      - b. 2 – Site Investigation Visits
      - c. 5 – Review Mtgs
      - d. 1 – Pre-Bid
      - e. 3 – Commission
    - 2) Monthly Invoices & Project Updates
  - D. Exclusions
    - 1) Geotechnical Investigation
    - 2) Funding
    - 3) CRS

E. Key MSA Staff (120 years of combined experience)

- 1) Greg Gunderson, PE, Project Principal (18 years exp.)
- 2) Steve Sell, PE, Project Manager (12)
- 3) Matt Castillo, PE, Process Lead (17)
- 4) Serena Giles, PE, SE, Structural Lead (15)
- 5) Carolyn Wastlund, PE, Architectural, Plumbing, & Mechanical Lead (33)
- 6) Lance Teunissen, PE, Electrical & Controls Lead (25)
- 7) In total, approximately 60 or more professional staff from MSA

F. Hours & Fees

Discipline	Hours	Fee
Site/Civil & Wastewater	4,966	\$744,000
Structural	881	\$133,000
Architecture	2,171	\$346,000
Plumbing	571	\$86,000
Mechanical	902	\$139,000
Electrical	2,226	\$278,000
Reimbursable Allowance		\$11,000
<b>TOTAL</b>	<b>11,717</b>	<b>\$1,737,000</b>

- 1) Budget built based on project specifics, not flat percentage.
- 2) 7.9% of construction estimate (\$22M).
  - a. Commonly, ranges from 5-10% depending on size and complexity.
- 3) Average Billing rate = \$147/hr
- 4) Within budget of facilities plan (49% of engineering budget)

G. Funding/Financing

- 1) Long term funding through DNR Clean Water Fund w/ Principal Forgiveness
- 2) Commonly engineering fees are interim financed locally (e.g. line of credit w/ local bank). Those costs are eligible to be rolled into DNR funding (including any interim financing costs)

H. Schedule

Milestone	Date
Authorization to Start	Sept 2023
30% Design	TBD
60% Design	TBD
90% Design	TBD
100% Design & Funding App Submittal	Sept 2024
Bidding	Nov-Dec 2024
Close on DNR Funding (approx.)	March 2025
Construction	2025-2027

4. Terms of Contract

A. General Terms & Conditions

B. Lump Sum plus reimbursables



## Professional Services Agreement

MSA Project Number: R00052025

This AGREEMENT (Agreement) is made effective September 5, 2023 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Greg Gunderson, PE

Email: ggunderson@msa-ps.com

**MAYVILLE WATER & WASTEWATER COMMISSION (OWNER)**

Address: PO Box 273, Mayville, WI 53050

Phone: (920) 387-7906

Representative: Courtney Steger

Email: csteger@mayvillecity.com

**Project Name:** WWTF Upgrade Design & Bidding Services

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

**The schedule to perform the work is:** Approx. Start Date: September 2023  
Approx. Completion Date: September 2024

**The lump sum fee for the work is:** \$1,737,000

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

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

**MAYVILLE WATER/WASTEWATER  
COMMISSION**

\_\_\_\_\_  
Burt Bushke  
Commission Chair  
Date: \_\_\_\_\_

**OWNER ATTEST:**

\_\_\_\_\_  
Courtney Steger  
Director of Utilities  
Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Gil Hantzsch, PE  
Chief Executive Officer  
Date: August 23, 2023

\_\_\_\_\_  
Greg Gunderson, PE  
Senior Team Leader  
Date: August 23, 2023



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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

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

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

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

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

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

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

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

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

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

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

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT A: SCOPE OF SERVICES

### PROJECT BACKGROUND

The Mayville Water/Wastewater Commission, under the authority of the City of Mayville, manages and operates a Wastewater Treatment Facility (WWTF) that provides sewage treatment for the City of Mayville and the LeRoy/Kekoskee Joint Sanitary District. The facility is designed to comply with Wisconsin Pollutant Discharge Elimination System (WPDES) permit requirements. The WWTF was built and commissioned at its current location in 1932, with various upgrades since that time, including significant projects in 1952, 1963, 1984, and 2000. Many pieces of equipment are 20-40 years old, with most structures are far older, and all well past their intended life. Due to exceptional operations and maintenance the facility has maintained reliable permit compliance despite its age. However, operations have become unsustainable due to the following major concerns.

- *Continually Stringent Permit Requirements.* Current and impending nutrient (phosphorus and nitrogen) are difficult to comply with.
- *Sludge Hauling Restrictions.* The facility is not equipped with enough sludge storage, and it has become increasingly difficult to find locations that regularly accept sludge.
- *Antiquated Equipment & Systems.* Much of the equipment is 20-40 (or more) years old, and has become difficult to operate and find replacement parts.
- *Inadequate O&M & Staff Spaces.* Antiquated and inadequate space for staff to properly maintain and operate the facility, and store equipment/supplies.

To address these major concerns and provide a sustainable system that can be maintained by staff, the facilities require a significant upgrade.

### SCOPE OF PROJECT

The scope of the upgrades includes modifications and additions to the existing WWTF. The scope of project is detailed in the *Wastewater Facilities Plan* (MSA, May 2023), and summarized below.

#### 1. WWTF Site (STR 000)

- a. Site utility modifications to support upgrades described herein
- b. Site grading and surface restoration
- c. Asphaltic driveway removal & replacement. Locations of new/modified driveways will be determined during design
- d. New/modified sidewalks. Locations to be determined during design.
- e. New/modified site security fence & gates. Locations to be determined during design.

#### 2. Service Building (STR 100)

- a. Mechanical Fine Screen & Wash Press Replacement
  - i. Removal & replacement of equipment
    1. Fine Screen, Wash Press, & associated process mechanical
  - ii. Misc. structural modifications to accommodate new equipment
  - iii. Misc. plumbing modifications for wash water
  - iv. Evaluate installing an automated gate in the bypass channel to bypass extreme high flows in order to right-size the screening equipment
  - v. Relocation of existing water service, including backflow preventers, to new Admin Bldg.

- b. Influent Pumping
  - i. Removal & replacement of equipment
    - 1. Up to four (4) dry-pit submersible pumps) & associated process mechanical
  - ii. Evaluate relocating discharge forcemain
  - iii. Modifications/Upgrades to structural pump bases
  - iv. Replacement of magnetic flow meter
- c. Grit Removal
  - i. Removal/replacement of equipment
    - 1. Blowers, Diffusers, Pump, Classifier & associated process mechanical
  - ii. Removal existing building over Grit Basin #1 and new exterior wall/door in Room 201.
  - iii. Misc. structural modifications to channels, basin, and walls.
  - iv. Misc. modifications to Rooms 107 and Corridor 110 to address space classification deficiencies (NFPA 820).
- d. Blower Room
  - i. Removal of existing walls, equipment, fixtures, and other items in the staff rooms (e.g. lunch room, locker rooms, bathrooms, etc.) and convert room back into process space
  - ii. Installation of up to four (4) blowers to serve aeration basins and aerobic digester.
- e. Final Effluent Water (FEW) System
  - i. FEW systems to be removed. Facilities to be connected to the City's potable water.
- f. Sludge Pumping
  - i. Removal of existing sludge pumping and blowers in ex. room
  - ii. Installation of new sludge pumps (Digester → Storage)
- g. Main Electrical Room
  - i. Removal/Replacement of all switchgear, MCCs, service, control, and AFDs for equipment on West side of building
  - ii. Consolidation of all new equipment on one wall within this room to meet safety requirements for ingress/egress.
  - iii. Refeed equipment. Reuse of feeders and conduit will be evaluated during design. New conduit/feeders may be necessary.
- h. Boiler Room
  - i. Demolition of existing boiler and associated equipment (e.g. boiler, heat exchanger, air tanks, heat pump, etc.)
  - ii. New Boiler units
  - iii. New circulation pumps and control valves
  - iv. Associated piping, appurtenances within the Boiler Room
  - v. DDC control system upgrade for the entire building.
- i. Secondary Electrical Room
  - i. Removal/Replacement of all switchgear, MCCs, service, control, and AFDs for equipment on East side of building
  - ii. Refeed equipment. Reuse of feeders and conduit will be evaluated during design. New conduit/feeders may be necessary.
- j. Decant Pumping
  - i. Removal of decant pumping system from room B1.06.
  - ii. Decant from aerobic digester will be routed via gravity back to influent pump station.

- k. Upper-Level Storage Bay
  - i. Repair floor as determined during design. Only minor surface repair is assumed.
- l. Lower-Level Maintenance Bays
  - i. Removal of chemical containment walls and ramps
- m. Front Corridor
  - i. Modifications for isolating grit room from other spaces
  - ii. Misc. architectural modifications
- n. Building Systems Upgrades
  - i. Miscellaneous removal and modification of existing architectural, structural, process mechanical, electrical, plumbing, and mechanical components associated with the work described in this section. The extent of modifications will be limited to what was included in the Facilities Plan, Cost Estimate, and as determined by the preliminary design.
    - 1. Conduit, lighting, switches, receptacles, ductwork, louvers/dampers, fans, make-up air units, thermostats, plumbing/heating supply piping, drain piping, and plumbing fixtures
    - 2. Painting, masonry walls, wall penetrations, membrane roofing, doors, and windows.
    - 3. Plan review submittal to Department of Safety and Professional Services (DSPS) for building modifications, HVAC modifications, and plumbing modifications
    - 4. Saw cutting/removal of concrete (e.g. equipment pads), and misc. channel, tank, floor, wall, and ceiling modifications to support identified upgrades
    - 5. Process mechanical piping, valves, and other appurtenances
    - 6. Site grating, pavement, and sidewalk
- o. No work is planned in the following rooms in the Service Building
  - i. Maintenance & Storage Rooms (Rooms 113, 114)
  - ii. Chemical Room (108)
  - iii. Polymer Equipment & Storage Area (115)
  - iv. Lower-Level Storage Room (B1.04)
  - v. Stairwell #6 (B2.04)
  - vi. Lower-level Storage Rooms (B2.05, B1.03)

### **3. Blower Building (STR 150)**

- a. This building will be demolished.
- b. It is likely that hazardous materials, such as lead paint and asbestos, are present and need abatement.
- c. Evaluate for any equipment that should be reserved for the Owner.

### **4. Aeration Basins (STR 200)**

- a. Remove existing building over basins (building will not be replaced)
- b. Remove all existing process mechanical equipment.
- c. Install process equipment for biological nutrient removal (BNR) including fine bubble diffusers, mixers, instrumentation, and associated process mechanical.
- d. Misc. removal and replacement of aluminum walkways, railings, and grating.
- e. Misc. tank lighting, switches, receptacles, and control stations
- f. Misc. structural modifications and repairs

### **5. Secondary Screening Structure (STR 250)**



- a. All equipment & building systems will be removed.
- b. The structure may be removed/bypassed. To be determined during design.

**6. Clarifier Complex (STR 300)**

- a. Replacement of Control Panel & SCADA Interface
- b. Replacement of manual telescoping valves with automated valves in RAS/WAS structures.
- c. Installation of sludge blanket sensors in each clarifier
- d. Installation of Density Current Baffles (DCBs) in each clarifier
- e. New pads for electrical equipment/panels as needed.
- f. **HVAC, Plumbing, Architectural and associated improvements within the Clarifier complex are not included within this scope. Modifications to bring this room up to current code requirements in these regards are cost prohibitive. Should these upgrades be mandated or required for this project, they shall be implemented through a contract amendment.**

**7. UV Disinfection (STR 400)**

- a. Removal/Replacement of control panel
- b. New FRP enclosure to house new control panel

**8. Chemical Building (STR 500)**

- a. Electrical rehabilitation of building, replacement of panels and conduit

**9. Aerobic Digester (STR 600)**

- a. Removal and replacement of process equipment & related process mechanical
  - i. Diffusers
  - ii. Decant telescoping valve
  - iii. Geodesic dome cover
- b. Installation of new instrumentation
- c. Evaluate & upgrade interior and exterior of existing structure for structural improvements

**10. Sludge Storage Complex (STR 700)**

- a. Two (2) new circular sludge storage tanks (approx. 50' dia x. 32' H each)
  - i. Geodesic domes
  - ii. Mixing equipment and process mechanical
- b. One (1) new building (approx. 20'x20'), separate from the tanks.
  - i. Three (3) mixing pumps and process mechanical
  - ii. Mechanical, Electrical, Plumbing, Instrumentation & Controls
  - iii. Building Systems (e.g. walls, roof, etc.) will be determined during design
- c. Sludge Load Out (up to two locations)

**11. Ex. Administration Building (STR 750)**

- a. This building will be demolished.
- b. It is likely that hazardous materials, such as lead paint and asbestos, are present and need abatement.
- c. Evaluate for any equipment that should be reserved for the Owner.

**12. Administration Building & Maintenance Garage (STR 800)**

- a. New building based upon concept floor plan presented to Owner and included in the Facilities Plan.

- i. Building Systems (e.g. walls, roof, etc.) will be determined during design
- ii. Mechanical, Electrical, Plumbing, Instrumentation & Controls
- iii. Plan review submittal to Department of Safety and Professional Services (DSPS) for building, HVAC, and plumbing
- iv. No sprinkler system is assumed to be necessary. **Sprinkler system design would be an additional service.**

### 13. Ex. Generator Building (STR 900)

- a. Demolition of this building & equipment
- b. Installation of new exterior-rated, pad-mounted diesel generator

### 14. SCADA System

- a. New SCADA system for existing and new processes described in this section.
- b. New telemetry system to network WWTF, lift stations, and water sites
- c. Misc. telemetry upgrades at each remote site and repeater station

## SCOPE OF SERVICES

MSA will provide the services as set forth below.

### 1. Preliminary Design Phase

- a. Conduct topographic and boundary survey within the existing fence line of the WWTF site
- b. Conduct Preliminary Geotechnical Investigation. MSA will coordinate geotechnical investigation by a separate consultant. **Those services will be billed directly to the Owner.**
- c. Conduct preliminary Hazardous Materials survey (e.g. lead paint, asbestos) in existing buildings where work is being proposed
- d. Prepare existing site, utility, and structure layout of the facilities. Existing layouts will be limited to the Scope of Project (Section 2)
- e. Prepare preliminary Power, Control, and Process Diagrams for all existing facilities.
  - i. One-Line Diagrams (OLDs)
  - ii. Piping & Instrumentation Diagrams (P&IDs)
  - iii. Hydraulic Profile
- f. Evaluate and select the major equipment included in Section 2.
- g. Evaluate and select building dimensions & features for new buildings
- h. Evaluate and determine design approach for upgrades that provide compliance with building code requirements for the upgrades included in Section 2
  - i. Fire Protection (NFPA820)
  - ii. Operator Safety (NR110)
  - iii. Wisconsin Building Code (including ADA)
- i. Evaluate and determine approach to provide ADA-compliant spaces
- j. Prepare preliminary structural calculations to determine preliminary foundation, wall thickness, reinforcement, and other structural requirements for CIP concrete structures.
- k. Prepare preliminary cost estimates
- l. Prepare proposed conceptual layout of the site and facility upgrades
- m. Prepare Preliminary Engineering Report

### 2. Final Design Phase

- a. Complete all final site/civil, water resources, demolition/removal, structural, architectural, process mechanical, HVAC, plumbing, and electrical engineering for

all the design elements discussion in Section 2 and based upon Owner concurrence of the Preliminary Design

- b. Prepare final Contract Documents (Plans & Specifications) for the purpose of one (1) prime contract
- c. Updated cost estimates at two milestones during Final Design
- d. Finalize Engineering Report
- e. Submit Plans, Specifications, & Engineering Report for DNR review (submitted prior to 9/30/24)
- f. Prepare and submit Notice of Intent (NOI) for compliance with WDNR General Permit for Construction Site Stormwater Runoff
- g. Prepare and submit Plans & Specifications for State Building Commission Review

### **3. Bidding Phase**

- a. Administer the public bidding process through QuestCDN
- b. Answer bidding questions and issue addenda as necessary
- c. Evaluate bids and make recommendation of award to Owner
- d. Administer Construction Contract w/ awarded bidder

### **4. Project Administration**

- a. Correspond regularly with Operations Staff to provide a status update and discuss the design
- b. Meetings.
  - i. Kick-Off Meeting
  - ii. Two (2) Site Investigation Visits
  - iii. Up to five (5) review meetings during Design
  - iv. One (1) Pre-Bid Meeting
  - v. One (1) Bid Award/Recommendation Meeting
  - vi. Up to two (2) additional meetings to discuss design with Commission.
- c. Perform Quality Assurance/Quality Control (QA/QC) on all phases of design
- d. Prepare monthly project updates and invoices

### **OWNER REQUIREMENTS**

The following are additional requirements of the OWNER associated with completion of this project.

- 1) Timely review, response, input and decisions on all items needed to complete the design as outlined herein. OWNER acknowledges any delay in response of more than seven days can have direct impact to achieving mandated submittal timeframes
- 2) Pay any and all permit fees.
- 3) Contract for Geotechnical Services. MSA will coordinate geotechnical investigation efforts, but Owner will contract directly with geotechnical consultant.
- 4) Provide access to facility, applicable design drawings, reports and analyses as well as pertinent regulatory communications.

### **ADDITIONAL SERVICES**

*The following services are not included as Basic Services and would be provided as an additional service.*

- 1. Meetings not outlined in the scope
- 2. Geotechnical Report. *MSA will coordinate and manage a geotechnical consultant, but the fees will be paid directly by the Commission*
- 3. Design changes after Owner concurrence of milestones (e.g. 30%, 60%, 90% completion)
- 4. Design work related to exclusions listed in Section 2

5. Construction Related Services (CRS). *CRS will be part of a future contract amendment after the bidding phase*
6. Funding Application & Administration Services. *These services will be part of separate contracts with MSA.*
7. Reimbursable Costs (e.g. DSPS plan review fees, permit fees, mileage, postage, printing). *All costs will be billed separately as reimbursable*
8. Local Permit Applications
9. Sampling & Laboratory Analysis
10. Property Acquisition & Easement Assistance



## Professional Services Agreement

MSA Project Number: 00052031

This AGREEMENT (Agreement) is made effective \_\_\_\_\_ by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brittney Mitchell

Email: BMitchell@msa-ps.com

**MAYVILLE WATER & WASTEWATER COMMISSION (OWNER)**

Address: PO Box 273, Mayville, WI 53050

Phone: 920-387-7906

Representative: Courtney Steger

**Project Name:** Mayville 2024 CWF Application

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

**The schedule to perform the work is:** Approximate Start Date: 09/07/2023  
Approximate Completion Date: TBD

**The lump sum fee for the work is:** \$16,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on Attachment B: Rate Schedule and made part of this Agreement.

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

**MAYVILLE WATER/WASTEWATER  
COMMISSION**

\_\_\_\_\_  
Burt Bushke  
Commission President  
Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
*Brittney Mitchell*  
Brittney Mitchell  
Team Leader  
Date: 9/7/2023

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

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

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

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

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

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

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

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

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

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

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

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

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

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

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

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

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

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

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



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

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

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

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

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

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

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

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

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

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

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

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

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

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

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

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

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

## **SECTION 1: CWFP APPLICATION ASSISTANCE**

### **1A: CWFP APPLICATION – MSA RESPONSIBILITIES**

MSA agrees to assist the OWNER with loan application preparation services including the following:

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline;
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed);
3. Provide funding program coordination with other funds;
4. Complete Green Business Case submittals on behalf of Owner
5. Complete CWFP Application and submit on behalf of the Owner on or before the anticipated September 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
  - Completed Clean Water Fund Application Form 8700-203 including:
    - Detailed Project Budget
    - Detailed Debt Information
    - Detailed General Municipal Info
    - Detailed User (and adjusted user) Information
    - Four Year Revenue & Expenditure Projection
    - Four Year Operation & Maintenance (O&M) Costs
    - Replacement Fund Analysis and Schedule Options
    - Detailed Info on Refinancing of Existing WW Debt
  - Facility Plan Approval Documentation (MSA or owner provided)
  - Parallel Cost Approval Documentation
  - Green Project Reserve
  - Resolution(s) as adopted by City Council
  - All MSA Contracts
  - Owner Provided Documentation including:
    - Proposed (or Actual) Intermunicipal Agreement\*
    - User Charge System (current and any projected rate updates\*)
    - Sewer Use Ordinance\*
    - Contracts with System Users\*
    - Past 2 years Municipal Budgets and Audited Financials
    - Past 2 years Sewer Utility Budgets (and Audited Financials, if separate)
    - All outstanding Sewer Revenue Bonds and Amortization Schedules
    - Latest Official Statement
    - Contracts for other Professional Services
    - Information on Other Funding Sources\*
    - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
    - Bidding Documentation (if available at time of application)\*

6. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP post-application submittals.

**ATTACHMENT B:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 85 – \$140/hr.
Architects .....	\$ 70 – \$205/hr.
Community Development Specialists .....	\$140 – \$175/hr.
Digital Design .....	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists .....	\$100 – \$170/hr.
Geographic Information Systems (GIS) .....	\$ 90 – \$175/hr.
Housing Administration .....	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators .....	\$100 – \$120/hr.
IT Support .....	\$165 – \$180/hr.
Land Surveying .....	\$ 90 – \$175/hr.
Landscape Designers & Architects .....	\$ 70 – \$205/hr.
Planners .....	\$ 95 – \$160/hr.
Principals .....	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems .....	\$140 – \$175/hr.
Project Managers .....	\$145 – \$220/hr.
Real Estate Professionals .....	\$130 – \$145/hr.
Staff Engineers .....	\$ 70 – \$130/hr.
Technicians .....	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator .....	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

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

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

# Compliance Maintenance Annual Report

Mayville Wastewater Treatment Facility

Last Updated: Reporting For:  
6/8/2023 2022

## DNR Response to Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Mayville

Date of Resolution or  
Action Taken:

2023-06-06

Resolution Number:

0001-2023

Date of Submittal:

6/8/2023

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

Influent Flow and Loadings: Grade = A

#### Permittee Response:

#### DNR Response:

The influent hydraulic loading for 2022 was good averaging 0.812 MGD (62.6% design capacity) with an acceptable maximum of 1.016 MGD (78.4% design capacity).  
The influent organic loading for 2022 was acceptable averaging 1374.667 lbs/day (73.1% design capacity) with an over limit maximum of 2153 lbs/day (114.5% design capacity).

Effluent Quality: BOD: Grade = A

#### Permittee Response:

#### DNR Response:

The effluent BOD quality for 2022 was excellent averaging 2.5 mg/L (9.40% of the limit) with a maximum of 5 mg/L (16.67% of the limit) for the month of December.

Effluent Quality: TSS: Grade = A

#### Permittee Response:

#### DNR Response:

The effluent TSS quality for 2022 was excellent averaging 3.083 mg/L (12.38% of the limit) with a maximum of 5 mg/L (16.67% of the limit) for the month of December.

Effluent Quality: Ammonia: Grade = A

#### Permittee Response:

#### DNR Response:

The effluent ammonia quality for 2022 was excellent averaging 0.22 mg/L (6.37% of the limit) with a maximum of 2 mg/L (64.52% of the limit) for the month of May.

Effluent Quality: Phosphorus: Grade = A

#### Permittee Response:

#### DNR Response:

The effluent phosphorus quality for 2022 was excellent averaging 0.319 mg/L (31.90% of the limit) with a maximum of 0.615 mg/L (61.50% of the limit) for the month of September.

Biosolids Quality and Management: Grade = A

2000-01-20 62  
Page 8

# Compliance Maintenance Annual Report

Mayville Wastewater Treatment Facility

Last Updated: Reporting For:  
6/8/2023 2022

## Permittee Response:

### DNR Response:

Landspreading and biosolids records and reporting is acceptable and meets NR 204 requirements. Continue to communicate with your compliance engineer regarding any permitting changes needed as facility planning continues prior to reissuance.

Staffing: Grade = A

## Permittee Response:

### DNR Response:

The recent improvement to plant and collection system maintenance is positive for Mayville. Please continue your efforts to identify and document activities as you have been.

Operator Certification: Grade = A

## Permittee Response:

### DNR Response:

Thank you for maintaining your operator certification requirements.

Financial Management: Grade = A

## Permittee Response:

### DNR Response:

Continue to monitor your financial situation and make changes as necessary. An upgrade to the financial management system is a postive effort.

Collection Systems: Grade = A

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

## Permittee Response:

Facilities planning in progress and moving to approvals stage to eliminate facility choke point for SSO's an TFO's. Annual televising, lining, and manhole repairs are done as well at a more accelerated pace than in the past.

### DNR Response:

All NONs issued for SSOs/TFOs in 2022 have been responded to appropriately by Mayville. The facility planning will be expected to address the causes for overflows at the facility.

Your goals are specific and quantifiable to address the needs of the collection system. Your efforts and progress towards repair, maintenance, and improvement of the collection system are recognized. Continue to implement, update, and improve your CMOM on an annual basis. As you investigate the collection system, identify new priorities, update goals, and review emergency contacts and procedures.

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

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

G.P.A. = 4

## Permittee Response:

### DNR G.P.A. Response:

Thank you for your efforts to protect human health and the environment.



# Compliance Maintenance Annual Report

Mayville Wastewater Treatment Facility

Last Updated: Reporting For:

6/8/2023

**2022**

## DNR CMAR Overall Response:

Thank you for completing and submitting your 2022 CMAR. The CMAR is an annual self-evaluation of your collection system and associated wastewater management activities. Everything looks to be in order, including identified deficiencies being actively addressed. The department does not require any additional action be taken this year in response to the CMAR. Nice job and thank you again.

**DNR Reviewer:** Main, Jordan

**Phone:**

**Address:** 3911 Fish Hatchery Rd, Fitchburg, WI 53711-5367

**Date:** 8/25/2023

# Wastewater Report

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Tony Evers, Governor  
Adam N. Payne, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



August 30, 2023

Project Number: S-2023-0497  
CWF Loan Number: 4012-11

Courtney Steger, Utilities Director  
City of Mayville  
400 Kekoskee Street  
Mayville, WI 53050

Subject: Approval of City of Mayville Wastewater Facilities Plan

Dear Ms. Steger:

The Department of Natural Resources (hereafter Department) has completed the review of your Wastewater Facilities Plan. The Facilities Plan is hereby approved. The Department concurs with the selected alternative that includes fine screen replacement, influent raw wastewater pump replacement, wet well and wet well piping modifications, aerated grit removal upgrades, activated sludge aeration system upgrades, basin modifications for enhanced biological phosphorous removal, removal of the secondary screening structure, secondary clarifier modifications, a new scum pumping station, controls upgrades for the ultraviolet disinfection system and final effluent pumping system, and solids processing upgrades including a new aeration system, pumping upgrades, and a new solids storage tank to meet the 180 day requirement for solids storage.

The fundable capacity has been determined in conformance with s. NR 162.04(1)(c), Wisc. Administrative Code. Therefore, the recommended parallel cost ratio of 98.5% should be used for determination of the portion of the overall project construction eligible under the Clean Water Fund program.

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

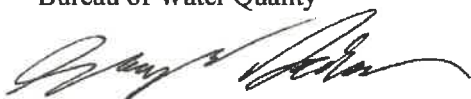
This notice is provided pursuant to section 227.48(2), Wis. Stats.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary



Digitally signed by Jason  
Knutson, PE  
Date: 2023.08.31 15:00:29 -05'00'

Jason R. Knutson, P.E.  
Wastewater Section Chief  
Bureau of Water Quality



Sawyer Dobson  
Wastewater Engineer  
Bureau of Water Quality

e-cc:

Steven Sell - MSA Professional Services, Inc., Madison  
Jordan Main - DNR Basin Engineer, Fitchburg  
Lisa Bushby - DNR CWF Program Manager, Madison

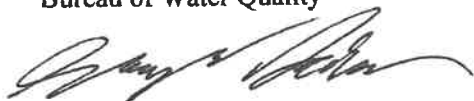
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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary



Digitally signed by Jason  
Knutson, PE  
Date: 2023.08.31 15:00:29 -05'00'

Jason R. Knutson, P.E.  
Wastewater Section Chief  
Bureau of Water Quality



Sawyer Dobson  
Wastewater Engineer  
Bureau of Water Quality

e-cc:

Steven Sell - MSA Professional Services, Inc., Madison  
Jordan Main - DNR Basin Engineer, Fitchburg  
Lisa Bushby - DNR CWF Program Manager, Madison

# Citizens Comments



**Corporate Office**

200 E Franklin St.  
P.O. Box 318  
Edinburg, IL 62531-0318  
Phone: 800-634-4746  
Fax: 217-623-4216

**Branch Location:**

1078 Wolmarine Lane  
Cape Girardeau, MO. 63701  
Phone: 800-635-4746  
Fax: 573-334-0161

**Branch Location:**

200 Commercial Drive  
Flora, IN. 46829  
Phone: 877-636-4746  
Fax: 574-967-4572

**Branch Location:**

N173 W21290 Northwind  
Passage Way  
Jackson, WI. 53037  
Phone: 262-677-2687  
Fax: 262-677-2882

Website: [www.Midwest-meter.com](http://www.Midwest-meter.com)

## METER TEST CERTIFICATION

Customer: Mayville WI  
Meter Brand: Badger  
Model: M-25  
Serial Number: 18131193  
Date: 1-5-23

<u>Test</u>		<u>Percentage Accurate</u>
25	GPM	99.5 %
2	GPM	100 %
15	GPM	99.5 %

The above meter(s) have been tested according to AWWA specifications.  
The Ford Meter Box Test Bench has been  
Calibrated per test weight requirements of NIST and ASTM.

Tester: Andy Malzer

Signature:

Enst. ii)  
Enst. ii)

**Nichole DeBaker**

---

**From:** Courtney Steger  
**Sent:** Thursday, May 11, 2023 2:02 PM  
**To:** Nichole DeBaker  
**Subject:** FW: UTILITY INQUIRY - COURTNEY STEGER - PSCW

**From:** Scott.Coburn1@wisconsin.gov <Scott.Coburn1@wisconsin.gov>  
**Sent:** Friday, January 20, 2023 9:47 AM  
**To:** Courtney Steger <csteger@mayvillecity.com>  
**Subject:** UTILITY INQUIRY - COURTNEY STEGER - PSCW

UTILITY INQUIRY - No Response Needed

DO NOT RESPOND VIA E-MAIL. THE PSCW WILL ONLY ACCEPT COMPLAINT RESPONSES VIA THE FOLLOWING WEBSITE LINK:

<https://apps.psc.wi.gov/pages/CCSresponse.htm?case=240066>  
Passcode: 4999999999

Case Number: 240066  
Service Type: Water  
Customer Name: COURTNEY STEGER

Courtney,

It is not clear that there was a leak. If there is proof that a leak took place, a leak credit would be an option.

In a situation such as this, once the utility is made aware of the passing of a customer, the utility should end the account, take a final read, and issue a bill based on the meter reading. The landlord would then hold the account until a new tenant contacts the utility to apply for service.

If Mayville did follow these steps, the utility would bill the estate for water used up to the last read, as the renter is the customer of record for the bill.

Your summary states that the utility believes the high-water usage happened after the vacancy, which should have also been after the final meter read. In this case, the landlord would be responsible.

Your inquiry suggests that a final meter read either did not take place or was delayed.

The death notice serves as the instruction to the utility to end a customer's account. The utility believes the high-usage period occurred after vacancy. If the utility also believes the high-usage timeframe occurred after the notice of the customer passing was received, this supports the utility's position that the landlord is responsible. Conversely, the estate should be billed if the high-usage period preceded the death notice.

If this bill is not paid come the time of the tax roll, the utility would be able to place the bill on the property owner's taxes (Wis. Stat. 66.0809).

Scott Coburn



## Mayville Water & Wastewater Utilities

400 KENOSKEE STREET  
MAYVILLE, WISCONSIN 53040  
PHONE (920) 387-7886  
FAX (920) 387-7882

DWJ Properties, LLC  
c/o John Wiesner  
P.O. Box 545  
Pewaukee, WI 53072

May 11, 2023

Dear Mr. Wiesner,

I am writing in regards to your property at 1387 Dayton Street, Apt. 1 and the high water usage that occurred after your tenants passing. The meter at this residence was removed after notice of high usage and the tenants passing and sent to Midwest Meter Inc. for independent meter certification. This meter has tested out at 99.5% to 100% accuracy. This certification is enclosed for your viewing.

As water utilities are also governed by the Public Service Commission, we submitted an inquiry to this governing body as well. I have provided a copy of that information for you as well. Please reach out with any questions.

Thank You,

Courtney Steger  
Director of Utilities