

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com



July 27, 2023

Town Clerk
Town of Grand Chute
1900 W Grand Chute Blvd
Grand Chute, WI 54913

Village Clerk
Village of Greenville
P O Box 60
Greenville, WI 54942

Village Clerk
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Town Clerk
Town of Clayton
8348 County Road T
Larsen, WI 54947

Ms. Ellen Skerke
Town of Neenah
1655 County Road A
Neenah, WI 54956

The Post Crescent
P O Box 59
Appleton, WI 54912

Mr. Andrew Rossmeissl
Herrling Clark Law Firm
800 North Lynndale Drive
Appleton, WI 54914

PUBLIC NOTICE

Public Notice is hereby given that there will be a **REGULAR MEETING OF THE FOX WEST REGIONAL SEWERAGE COMMISSION** on Wednesday, August 2, 2023 at 4:00 P.M. The Regular Meeting will be held at the McMahon Associates headquarters at 1445 McMahon Drive in Neenah. The meeting will also be held via teleconference.

Respectfully submitted,

FOX WEST REGIONAL S.C.

Melissa Starr
Accounting Clerk

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com



AGENDA For REGULAR MEETING Wednesday August 2, 2023 4:00 P.M.

The meeting will also be held via teleconference.

CALL TO ORDER OF REGULAR MEETING

ROLL CALL

APPROVAL OF AGENDA

SECRETARY'S REPORT:

- Approve Minutes of Regular Meeting (07/05/2023)
- Discuss/Act on CD Renewal Quotes

TREASURER'S REPORT:

- Approve Voucher List
- Discussion / Review of Bank & Budget Statements

Discussion/Action

PRESIDENT'S REPORT:

MANAGER'S REPORT:

- Review/Approve Monthly Operational Summary

ENGINEER'S REPORT:

- Discussion/Action Proposal for Fine Screen/Blower Design

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com



REGULAR MEETING MINUTES

July 5, 2023

Notice of the Regular Meeting was distributed by Melissa Starr to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Village of Greenville, Town of Clayton, & Town of Neenah; the Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Dale Youngquist at 4:00 pm.

PRESENT:

Dale Youngquist	Ron Wolff Jr.	Mark Strobel
Mike Van Dyke	Greg Ziegler	Brandon Kaufman (MCO)
Jason Van Eperen	Beth English	Melissa Starr (MCO)

Guests: Tony Cappell (McMahon)

APPROVAL OF AGENDA:

A motion was made by Mike Van Dyke to approve the Agenda, second by Greg Ziegler. *Motion Carried.*

SECRETARY'S REPORT:

Minutes

A motion was made by Mike Van Dyke to approve the Minutes of the Regular meeting held on June 7, 2023; second by Greg Ziegler. *Motion Carried.*

TREASURER'S REPORT:

Voucher List

President Youngquist asked if there were any questions or concerns with the Voucher List; Commissioner Strobel noted the monthly payable amount on pages 2 and 3 did not match. The payment to Atlas Copco on page 2 did not carry over to page 3. Accounting Clerk Starr will update the amounts. A motion was made by Mike Van Dyke to approve the Voucher List with the update; second by Greg Ziegler. *Motion Carried.*

Bank & Budget Statements

President Youngquist asked if there were any questions regarding the bank and budget statements; hearing none, a motion was made by Mike Van Dyke to approve the Bank & Budget Statements; second by Greg Ziegler. *Motion Carried.*

PRESIDENT'S REPORT:

No items to report

MANAGER'S REPORT:

Operational Summary

Manager Kaufman discussed his written report and provided additional information on: Canteen Vending submitted their corrective action plan and requested their chemical supplier perform a site visit. The chemical supplier evaluated their equipment and determined the pH monitor was not functioning properly, so a replacement probe was ordered and set to be installed on July 6th. Fox West requested Badger Labs to complete sampling in order to determine whether the changes brought Canteen back into compliance. The pickup truck gas tank belt broke and had to be replaced. The purchase of a ¾ ton truck with a portable gas tank will be included in the next budget cycle. Manager Kaufman also mentioned that at the next meeting there will be further information on upcoming land application, and possible regionalization with Laron Winchester. After discussion a motion was made by Mike Van Dyke to approve the Operational Summary; second by Greg Ziegler. *Motion Carried.*

ENGINEER'S REPORT:

No items to report

OLD BUSINESS

N/A

NEW BUSINESS

Sewer Extension Request – Country Meadows (Greenville)

Manager Kaufman reported no concerns regarding the sewer extension request for Country Meadows. A motion was made by Mike Van Dyke to approve the sewer extension request; second by Greg Ziegler. *Motion Carried.*

ADJOURNMENT

A motion was made by Greg Ziegler, second by Mike Van Dyke to Adjourn. *Motion Carried.*

Meeting adjourned at 4:19 pm.

ATTEST

Greg Ziegler, Secretary

Melissa Starr, Accounting Clerk

**FOX WEST REGIONAL
SEWERAGE COMMISSION**
For Approval on: 08/02/2023

PREAUTHORIZED JULY PAYABLES

CHECK NO	DATE		Amount
37975-37977	07/11/23	Plant Payroll - Net (#23-14)	5,372.06
WDC071123	07/11/23	Wisconsin Def Comp (#23-14)	70.00
	07/11/23	FSA WITHHOLDING (#23-14)	149.99
37978	07/21/23	Ryan Wiitanen-WWOA Registration Reimbursement	42.00
37979	07/21/23	Scott Loewenhagen-WWOA Registration Reimbursement	26.00
37980	07/21/23	Diggers Hotline	27.75
37981	07/21/23	Spectrum/Charter Communications (\$ <u>146.56</u> Internet/\$ <u>145.39</u> Telephone)	291.95
37982	07/21/23	Town of Grand Chute (Life & Dental Insurance, FSA fee)	219.89
37983	07/21/23	VISA (\$ <u>247.55</u> -Vehicle Fuel/\$ <u>47.25</u> software support/\$ <u>169.35</u> -Postage/\$ <u>66.09</u> Storage boxes)	530.24
37984	07/21/23	WE Energies (\$ <u>185.35</u> Heat/\$ <u>55,184.17</u> Electric)	55,369.52
37985-37987	07/25/23	Plant Payroll - Net (#23-15)	4,855.29
WDC072523	07/25/23	Wisconsin Def Comp (#23-15)	70.00
	07/25/23	FSA WITHHOLDING (#23-15)	149.99
37988	07/21/23	GFL Environmental (trash, grit, recycling hauling)	3,275.71
WGH072423	07/24/23	Dept of Employee Trust (AUGUST HEALTH INVOICE)	6,359.70
EFTPS072823	07/31/23	Federal Payroll Taxes (JULY Federal Tax Withholding)	3,851.08
WDR073123	07/31/23	Wisconsin Dept Revenue (JULY State Tax Withholding)	614.99
WRS073123	07/31/23	Dept of Employee Trust (JUNE PENSION)	2,130.20
			<u>\$83,406.36</u>

**FOX WEST REGIONAL
SEWERAGE COMMISSION -**

MONTHLY PAYABLES

VOUCHER LIST - 08/02/2023

PAGE 2

CHECK NO	DATE		Amount
37989-37995	08/02/23	Commissioner's Wages (Net) Commission Wages (July Mtg)	\$1,239.69
37996	08/02/23	Aquachem Ferric Chloride 9.43 Tons	\$11,144.59
37997	08/02/23	Badger Labs Lab Testing	\$1,942.40
37998	08/02/23	Brandon Kaufman All Weather Labels Indoor/Outdoor	\$55.12
37999	08/02/23	Calnin & Goss Sand-Concrete	\$516.58
38000	08/02/23	Crane Engineering Lower Bearing Replacement - Inclined Conveyer	\$954.50
38001	08/02/23	Cummins Inc. Install Check Valve on Fuel Line, Oil Change, 1302 Board	\$5,481.76
38002	08/02/23	Fremont Orihula Wolf River Joint Sewerage Commission BOD Refrigerator	\$500.00
38003	08/02/23	Grainger Diesel Fuel, Tank Cleaner, Generater Fuel Gauge, Batteries	\$391.79
38004	08/02/23	Heartland Business Systems DUO Installation, Monthly Billing	\$691.00
38005	08/02/23	Johnson Controls Cooling Season HVAV Inspection	\$6,566.85
38006	08/02/23	McMahon Associates WWTF Heating Improvements, Fine Screen Replacement	\$1,800.00
38007	08/02/23	Midwest Contract Operations Contract Services	\$47,035.80
38008	08/02/23	NCL BOD Standard	\$140.14
38009	08/02/23	Rhyme Business Products Copy Paper, Correction Tape	\$360.82
38010	08/02/23	Rocket Industrial C-Fold Towels	\$43.14
38011	08/02/23	Splendid Cleaning Services July Building Maintenance	\$379.00
38012	08/02/23	Superior Chemical Vegetation Killer	\$1,165.96
38013	08/02/23	UniFirst Employee Uniforms, Bagged Wipers, Mats	\$501.92

\$80,911.06

FOX WEST REGIONAL
SEWERAGE COMMISSION

VOUCHER LIST - 08/02/2023

PAGE 3

CHECK NO	DATE	Amount
----------	------	--------

EQUIPMENT REPLACEMENT

38014	8/2/2023	WesTech Final/Primary Clarifier Motor	\$1,408.64
-------	----------	--	------------

Total Equipment Replacement	\$1,408.64
-----------------------------	------------

DEPRECIATION EXPENSE

38006	08/02/23	McMahon Associates WWTF Heating Improvements	\$210.00
-------	----------	---	----------

Total Depreciation	\$210.00
--------------------	----------

Preauthorized JULY Expenses	\$83,406.36
Monthly Payables	\$80,911.06
Equipment Replacement Expense	\$1,408.64
Depreciation Expense	\$210.00
	\$165,936.06

Disbursements Not Approved:

Approved by Commission:

Mark Strobel

Date

**FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF JUNE 2023**

CHECKING ACCOUNT

Beginning Balance		\$739,195.30
Receipts:		
User Fees Received	\$312,834.89	
Vactor-Waste Fees Received	-	
Lab/MISC Fees Received	-	
Septic Haulers Fees	17,257.90	
Interest Earned @ 0.05% / ANB	28.01	
Transfers from:		
Equipment Replacement	-	
Bond Redemption	-	
Depreciation	-	
Total Receipts:	<u>\$330,120.80</u>	
Total Available		\$1,069,316.10
Disbursements:		
Commissioners Wages (net)	\$1,059.17	
Plant Personnel Wages (net)	5,167.86	
Plant Personnel Wages (net)	4,803.56	
Plant Personnel Wages (net)	-	
Gen. Operating Expense	315,445.99	
Equipment Replacement	8,266.50	
Depreciation	-	
Transfers To:		
Misc ledger adjustment	-	
Equipment Replacement	May Inv. - June receipts	
Bond Redemption	May Inv. - June receipts	
Depreciation	-	
Total Disbursements:	<u>334,743.08</u>	
TOTAL CHECKING - Per General Ledger		<u><u>\$734,573.02</u></u>

checks outstanding: \$4,268.26
actual checkbook balance at month-end- Per Bank Statement: \$734,573.02

EQUIPMENT REPLACEMENT ACCOUNT

Beginning Balance	\$564,463.65	
Interest Earned @ 5.02% / ANB	2,277.96	
Deposit (Transfer from Checking)		
Withdrawal (Transfer to Checking)		
Total Equip Replacement Acct Balance		<u><u>\$566,741.61</u></u>

FUTURE CAPITAL ACCOUNT

Beginning Balance	\$1,287,439.12	
Interest Earned @ 2.65% / COM 1st - CD	2,772.40	
TOTAL FUTURE CAPITAL		<u><u>\$1,290,211.52</u></u>

FOX WEST REGIONAL SEWERAGE COMMISSION
BANK STATEMENT
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF JUNE 2023

BANK STATEMENT-6/30/23

PAGE 2

BOND REDEMPTION ACCOUNT

Beginning Balance - Money Market Account	\$130,104.26
Interest Earned @ 4.86% / ANB	508.37
Transfer from Checking	
Transfer to STATE WIS - CWF loan payment	
Wire Transfer Fee	
Total Bond Redemption MM Acct Balance	<u>\$130,612.63</u>

Beginning Balance - LGIP Account	\$581,015.21
Interest Earned @ 5.09% / LGIP	\$3,445.98
Deposit (Transfer from Comm 1st Matured CD)	\$405,221.12
Withdrawal (STATE WIS - CWF loan payment)	
Total Bond Redemption MM Acct Balance	<u>\$989,682.31</u>

CD - COMM 1st (2/4/22 - 1.05%)	
Interest Earned @ 1.05% / Comm 1st	
COM 1st Total	<u>\$0.00</u>

CD - ANB (due 4/29/23 - 1.50%)	
Interest Earned @ 1.50% / ANB	0.00
ANB Total	<u>\$0.00</u>

TOTAL BOND REDEMPTION	<u><u>\$1,120,294.94</u></u>
-----------------------	------------------------------

DEPRECIATION ACCOUNT

Beginning Balance - Money Market Account	\$175,649.47
Interest Earned @ 5.02% / ANB	708.85
Transfer from Checking	
Transfer to Checking	
Total Depreciation Acct Balance	<u>\$176,358.32</u>

Invested:	
CD - Com 1st (2/01/21 - 2.14%)	1,602,580.67
Interest Earned @ 2.68% / Com 1st	3,490.55
	<u>\$1,606,071.22</u>

TOTAL DEPRECIATION ACCOUNT	<u><u>\$1,782,429.54</u></u>
----------------------------	------------------------------

SUMMARY

ANB CHECKING ACCOUNT	\$734,573.02
EQUIPMENT REPLACEMENT ACCOUNT	566,741.61
FUTURE CAPITAL CD ACCOUNT	\$1,290,211.52
BOND REDEMPTION ACCOUNT	1,120,294.94
DEPRECIATION ACCOUNT	1,782,429.54
PETTY CASH & WASTEHAULER DEPOSITS	\$1,208.89
TOTAL FUNDS AVAILABLE	<u><u>\$5,495,459.52</u></u>

Fox West Regional Sewerage Commission
Income Statement with Previous Year Comparison
June 30, 2023

		<u>June 23</u>	<u>June 22</u>	<u>Jan - June 23</u>	<u>Jan - June 22</u>	<u>Y-T-D \$ Change</u>
Operations & Maintenance Income						
	Grand Chute	80,104.99	85,412.86	513,724.75	474,712.85	39,011.90
	Clayton	3,214.41	3,775.21	22,572.26	21,336.77	1,235.49
	Fox Crossing	44,113.93	64,564.06	372,962.66	354,351.61	18,611.05
	Greenville	33,287.15	35,008.05	219,352.34	216,436.80	2,915.54
	Total Operation/Maint Income	\$160,720.48	\$188,760.18	\$1,128,612.01	\$1,066,838.03	\$61,773.98
Operations & Maintenance Expenses						
Wages & Benefits	Commissioner Pay	1,222.70	1,027.25	7,531.65	7,727.10	-195.45
	Employee Pay	15,663.24	14,404.12	100,378.90	93,387.16	6,991.74
	Employee Benefits	8,782.10	10,154.18	47,241.37	57,472.64	-10,231.27
Utilities	Electric	61,657.26	31,985.32	329,046.61	279,757.28	49,289.33
	Natural Gas & Water	875.49	1,372.82	42,164.47	38,800.01	3,364.46
Chemicals	Ferric Chloride	32,039.22	23,443.01	142,040.85	115,955.04	26,085.81
	Polymer	0.00	0.00	0.00	14,861.00	-14,861.00
	Other Chemicals	0.00	0.00	0.00	0.00	0.00
General Operations	Contract Operations	47,035.80	45,350.97	282,214.80	281,085.82	1,128.98
	Rugs, Linens, Uniforms	481.28	622.56	3,071.28	2,706.97	364.31
	Grit & Refuse Hauling	1,685.23	1,525.65	12,410.76	9,388.02	3,022.74
	Other Operations	444.40	1,035.08	5,794.11	5,101.59	692.52
Sludge	Sludge Disposal	0.00	0.00	0.00	0.00	0.00
	Other Sludge Exp.	0.00	0.00	0.00	0.00	0.00
Plant Maint	Maintenance of Operations	8,808.20	23,390.96	27,804.96	71,696.08	-43,891.12
	Other Plant Maintenance	16,944.15	14,313.13	55,060.34	78,047.31	-22,986.97
Lab	Lab Operations	2,174.17	4,603.31	13,937.12	13,390.68	546.44
	WPDES Compliance Monitor	0.00	0.00	0.00	0.00	0.00
Administrative & General Expenses	Insurance & Legal	5,259.00	5,209.00	61,845.00	59,360.50	2,484.50
	Annual Audit	0.00	0.00	9,425.00	8,715.00	710.00
	Office, Postage, Phone, etc	1,771.12	4,161.94	9,210.34	10,751.52	-1,541.18
	DNR Environment Fees	0.00	0.00	34,373.35	31,829.98	2,543.37
	Other General/Admin	40.33	14.80	2,501.58	2,859.60	-358.02
	Total Operating Expenses	\$204,883.69	\$182,614.10	\$1,186,052.49	\$1,182,893.30	\$3,159.19
	Gross Income (Loss)	(\$44,163.21)	\$6,146.08	(\$57,440.48)	(\$116,055.27)	\$58,614.79
Other Operations Income						
Other Income	Interest Income	13,584.82	2,715.37	66,082.67	18,003.74	48,078.93
	Waste Hauler Income	17,359.26	17,319.27	100,606.14	105,531.46	-4,925.32
	Lab Testing/Vac-Waste/Misc	1,786.00	1,587.00	16,969.41	13,776.00	3,193.41
	Other Operations Income	\$32,730.08	\$21,621.64	\$183,658.22	\$137,311.20	\$46,347.02
	Operating Fund Income (Loss)	(\$11,433.13)	\$27,767.72	\$126,217.74	\$21,255.93	\$104,961.81
Replacement, Debt, Depreciation						
Repl.	Repl. Income from Users	34,337.66	34,337.66	206,026.01	206,025.99	0.02
	Repl. Fund Expenses	20,036.64	20,877.20	36,325.39	149,608.64	-113,283.25
Debt	Debt Service from Users	87,444.91	92,354.23	549,080.65	554,125.34	-5,044.69
	Debt Service Interest	12,922.09	15,016.62	86,705.53	98,259.72	-11,554.19
Depr.	Depr. Income from Users	0.00	0.00	0.00	0.00	0.00
	Depr. Fund Expenses	24,081.00	25,698.00	24,081.00	30,899.00	-6,818.00
	Income (Loss) for Replacement, Debt, Depreciation	\$64,742.84	\$65,100.07	\$607,994.74	\$481,383.97	\$126,610.77
Reconciliation Discrepancies / Audit GASB / Plant Depreciation		0.00	0.00	0.00	0.01	-0.01
	Net Income (Loss)	\$53,309.71	\$92,867.79	\$734,212.48	\$502,639.89	\$231,572.58

Fox West Regional Sewerage Commission
Balance Sheet Summary with Previous Year Comparison
As of June 30, 2023

	<u>June 30, 23</u>	<u>June 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
<u>Current Assets</u>				
<u>Cash & Investments</u>				
Checking-American Nat'l	730,304.76	405,510.40	324,794.36	80.1%
Cash-Wastehauler's Deposits	1,008.89	1,011.80	-2.91	-0.29%
Petty Cash	200.00	200.00	0.00	0.0%
Savings-Comm 1st	694.05	0.00	694.05	100.0%
Bond Redemption - Money Market & CD's	1,120,294.94	1,197,922.56	-77,627.62	-6.48%
Equipment Replacement - Money Market & CD's	566,741.61	338,751.23	227,990.38	67.3%
Depreciation Fund - Money Market & CD's	1,782,429.54	1,779,809.70	2,619.84	0.15%
Future Capital (CD)	1,290,211.52	1,260,986.00	29,225.52	2.32%
Total Cash & Investments	5,491,885.31	4,984,191.69	507,693.62	10.19%
<u>Other Current Assets</u>				
Accounts Receivable	303,532.31	334,491.34	-30,959.03	-9.26%
Undeposited Funds	0.00	0.00	0.00	0.0%
Inventory Mat'l & Supplies	12,521.00	12,521.00	0.00	0.0%
WRS Pension - Assets & Deferred Outflows	348,954.00	308,946.00	40,008.00	12.95%
Total Other Current Assets	665,007.31	655,958.34	9,048.97	1.38%
Total Current Assets	6,156,892.62	5,640,150.03	516,742.59	9.16%
<u>Fixed Assets</u>				
Land/Easements/Land Improvements	590,977.48	590,977.48	0.00	0.0%
Interceptor Mains & Access	1,648,042.84	1,648,042.84	0.00	0.0%
Structures, Equipment & Improvements	45,325,996.33	45,211,325.21	114,671.12	0.25%
Accumulated Depreciation	-25,028,459.62	-23,256,661.57	-1,771,798.05	-7.62%
Total Fixed Assets	22,536,557.03	24,193,683.96	-1,657,126.93	-6.85%
TOTAL ASSETS	28,693,449.65	29,833,833.99	-1,140,384.34	-3.82%
LIABILITIES & EQUITY				
<u>Liabilities</u>				
<u>Current Liabilities</u>				
Accounts Payable	85,607.51	140,668.69	-55,061.18	-39.14%
Payroll Liabilities	43,869.58	35,629.08	8,240.50	23.13%
Pension Liability	285,734.00	269,716.00	16,018.00	5.94%
Customer Deposits	1,011.42	1,011.42	0.00	0.0%
Accrued Interest Expense & Other Liab	115,777.53	29,844.64	85,932.89	287.93%
Total Current Liabilities	532,000.04	476,869.83	55,130.21	11.56%
<u>Long Term Liabilities</u>				
CWF-INTERCEPTOR	0.00	57,790.80	-57,790.80	-100.0%
CWF-2009 Upgrade	5,722,729.06	6,694,534.85	-971,805.79	-14.52%
Total Long Term Liabilities	5,722,729.06	6,752,325.65	-1,029,596.59	-15.25%
Total Liabilities	6,254,729.10	7,229,195.48	-974,466.38	-13.48%
<u>Equity</u>				
Contributions in Aid-Grants/Agencies	4,951,269.00	4,951,269.00	0.00	0.0%
Contributions in Aid-Communities	695,930.55	695,930.55	0.00	0.0%
Contributions in Aid-Others	147,494.00	147,494.00	0.00	0.0%
Accum Amort of Contributed Capital	-3,933,248.32	-3,933,248.32	0.00	0.0%
Retained Earnings-Unappropriated	19,697,193.84	20,094,616.39	-397,422.55	-1.98%
Restricted Net Position-Pension	145,937.00	145,937.00	0.00	0.0%
Net Income	734,144.48	502,639.89	231,504.59	46.06%
Total Equity	22,438,720.55	22,604,638.51	-165,917.96	-0.73%
TOTAL LIABILITIES & EQUITY	28,693,449.65	29,833,833.99	-1,140,384.34	-3.82%

2023 INTEREST EARNINGS
June 30, 2023

gl #s	1002	1034	1036	2186b	2131	2121	2152b	2152a	2152c	2152d	2141	2187b	
	Operations			Future	Replacement	Bond Redemption					Depreciation		TOTAL
	Checking	WH Deposit Winn Waste	WH Deposits	C.D.	MONEY MARKET	MONEY MARKET	C.D.	C.D.	LGIP		MONEY MARKET	C.D.	
	0.05%	0.01%	0.01%	2.65% due 9/12/2023	5.02%	4.86%	1.06% - 16 mos due 6/04/2023	1.50% - 12 mos. Due 4/29/23	5.09%		5.02%	2.68% - 12 mos. due 8/22/2023	
	ANB	ANB	ANB	COMM 1st	ANB	ANB	COMM 1st	ANB			ANB	COMM 1st	
Jan	22.76	0.01	0.00	2,833.97	519.95	1,025.70	360.12	1,904.65	0.00		170.04	3,567.62	\$10,404.82
Feb	18.59	0.00	0.00	2,565.41	491.85	1,016.02	325.56	0.00	0.00		153.73	3,229.62	\$7,800.78
Mar	23.84	0.00	0.01	2,845.98	564.80	1,262.13	360.74	0.00	0.00		170.35	3,582.92	\$8,810.77
Apr	22.03	0.01	0.00	2,760.30	1,225.43	1,092.00	349.41	119.02	1,879.95		371.27	3,475.14	\$11,294.56
May	29.92	0.00	0.00	2,858.46	2,170.23	738.96	361.37	0.00	1,907.48		692.97	3,598.80	\$12,358.19
Jun	28.01	0.01	0.01	2,772.40	2,277.96	508.37	306.27	0.00	3,445.98		708.85	3,490.55	\$13,538.41
Jul													\$0.00
Aug													\$0.00
Sep													\$0.00
Oct													\$0.00
Nov													\$0.00
Dec													\$0.00
TOTALS:	\$145.15	\$0.03	\$0.02	\$16,636.52	\$7,250.22	\$5,643.18	\$2,063.47	\$2,023.67	\$7,233.41	\$0.00	\$2,267.21	\$20,944.65	\$64,207.53
	\$145.20			\$16,636.52	\$7,250.22	\$16,963.73					\$23,211.86		
acct #s	-17	-87	-87	-7158	-92	-23	-0570	-76	-1	-8191	-11	-7183	
acct \$s	\$734,573.02	\$506.78	\$502.11	\$1,290,211.52	\$566,741.61	\$130,612.63	\$0.00	\$0.00	\$989,682.31	\$0.00	\$176,358.32	\$1,606,071.22	\$5,495,259.52

CD LISTING
6/30/2023

	Date Issued	Account	Amount	Rate	Term	Matures
Community First CU	2/11/2021	Depreciation	1,606,071.22	2.68%	12-month	08/22/23
		TOTAL	\$1,606,071.22			
Community First CU	8/8/2021	Future Capital	1,290,211.52	2.65%	12-month	09/12/23
		TOTAL	\$1,290,211.52			
TOTAL CD INVESTMENTS:			\$2,896,282.74			

MONEY MARKET & LGIP ACCOUNT LISTING
6/30/2023

	Account	Amount	Rate
American Nat'l Bank	Bond Redemption	\$130,612.63	4.86%
LGIP	Bond Redemption	\$989,682.31	5.09%
American Nat'l Bank	Depreciation	\$176,358.32	5.02%
American Nat'l Bank	Replacement	\$566,741.61	5.02%
TOTAL MONEY MARKET ACCOUNTS:		\$1,863,394.87	

CHECKING & SAVINGS ACCOUNT LISTING
6/30/2023

	Account	Amount	Rate
American Nat'l Bank	Operations - Checking	\$734,573.02	0.05%
American Nat'l Bank	Wastehauler Deposit -	\$502.11	0.01%
American Nat'l Bank	Wastehauler Deposit -	\$506.78	0.01%
TOTAL CHECKING & SAVINGS ACCOUNTS:		\$735,581.91	

**2023 BUDGET STATEMENT
FOX WEST REGIONAL
WASTEWATER TREATMENT PLANT**

Budget Through 06/30/2023

INCOME SOURCE	100.00% '23 BUDGET	MONTHLY 1/12 TOTAL	8.33% JAN	16.67% FEB	25.00% MAR	33.33% APR	41.67% MAY	50.00% JUNE	YTD TOTAL	BDGT THRU JUNE (6/30/23)	(OVER)/UNDER BUDGET	% OF BUDGET
USER CHARGES:												
OPERATION AND MAINT	\$2,031,919.00	\$169,326.58	\$175,166.66	\$156,003.33	\$238,474.69	\$212,076.37	\$186,170.48	\$160,720.48	\$1,128,612.01	\$1,015,959.50	(\$112,652.51)	55.54%
EQUIPMENT REPLACEMENT	412,052.00	34,337.67	34,337.64	\$34,337.66	\$34,337.74	\$34,337.73	\$34,337.58	\$34,337.66	206,026.01	\$206,026.00	(\$0.01)	50.00%
BOND REDEMPTION	1,107,925.00	92,327.08	92,327.05	92,327.06	92,327.37	92,327.43	92,326.83	87,444.91	549,080.65	\$553,962.50	\$4,881.85	49.56%
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%
TOTAL BUDGETED INCOME	\$3,551,896.00	\$295,991.33	\$301,831.35	\$282,668.05	\$365,139.80	\$338,741.53	\$312,834.89	\$282,503.05	\$1,883,718.67	\$1,775,948.00	(\$107,770.67)	53.03%
CONTINGENCY FUNDING:												
INTEREST INCOME	\$37,000.00	\$3,083.33	\$10,404.82	\$7,800.78	\$8,810.77	\$13,123.29	\$12,358.19	\$13,584.82	\$66,082.67	\$18,500.00	(\$47,582.67)	178.60%
WASTEHAULER INCOME	200,000.00	16,666.67	13,595.98	16,365.73	17,656.70	19,118.57	16,509.90	17,359.26	100,606.14	\$100,000.00	(\$606.14)	50.30%
LAB & MISC. INCOME	26,000.00	2,166.67	6,399.41	3,252.00	2,263.00	1,549.00	1,720.00	1,786.00	16,969.41	\$13,000.00	(\$3,969.41)	65.27%
TOTAL CONT FUNDING	\$263,000.00	\$21,916.67	\$30,400.21	\$27,418.51	\$28,730.47	\$33,790.86	\$30,588.09	\$32,730.08	\$183,658.22	\$131,500.00	(\$52,158.22)	69.83%
BUDGETED SURPLUS	\$0.00	\$0.00										
TOTAL BUDGET	\$3,814,896.00	\$317,908.00	\$332,231.56	\$310,086.56	\$393,870.27	\$372,532.39	\$343,422.98	\$315,233.13	\$2,067,376.89	\$1,907,448.00	(\$159,928.89)	54.19%
<u>2023 BUDGETED O&M EXPENSE</u>												
WAGES & BENEFITS:												
COMMISSIONERS	\$15,000.00	\$1,250.00	\$1,222.70	\$1,222.70	\$1,222.70	\$1,418.15	\$1,222.70	\$1,222.70	\$7,531.65	\$7,500.00	(\$31.65)	50.21%
PLANT PERSONNEL	211,100.00	17,591.67	16,879.05	15,149.80	15,074.80	14,999.80	22,612.21	15,663.24	100,378.90	\$105,550.00	\$5,171.10	47.55%
EMPLOYEE BENEFITS	119,837.00	9,986.42	7,468.60	7,642.91	7,557.50	7,619.30	8,170.96	8,782.10	47,241.37	\$59,918.50	\$12,677.13	39.42%
UTILITIES:												
ELECTRIC POWER	585,000.00	48,750.00	49,045.30	53,563.96	48,816.06	56,602.71	59,361.32	61,657.26	329,046.61	\$292,500.00	(\$36,546.61)	56.25%
OTHER UTILITIES	65,000.00	5,416.67	7,463.62	7,229.59	7,014.69	5,828.88	8,345.93	875.49	36,758.20	\$32,500.00	(\$4,258.20)	56.55%
CHEMICALS:												
FERRIC CHLORIDE	259,000.00	21,583.33	21,922.85	22,310.26	21,745.57	22,348.30	21,674.65	32,039.22	142,040.85	\$129,500.00	(\$12,540.85)	54.84%
OTHER CHEMICALS	35,000.00	2,916.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$17,500.00	\$17,500.00	0.00%
GENERAL OPERATIONS:												
CONTRACT OPERATIONS	590,942.00	49,245.17	45,350.97	48,720.63	47,035.80	47,035.80	47,035.80	47,035.80	282,214.80	\$295,471.00	\$13,256.20	47.76%
OTHER OPERATING COSTS	40,600.00	3,383.33	2,865.84	3,096.75	2,473.86	2,876.76	7,352.03	2,610.91	21,276.15	\$20,300.00	(\$976.15)	52.40%
SLUDGE HANDLING:												
SLUDGE DISPOSAL	27,000.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$13,500.00	\$13,500.00	0.00%
OTHER SLUDGE EXPENSES	500.00	41.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$250.00	\$250.00	0.00%
PLANT MAINTENANCE:												
PLANT MAINTENANCE/REPAIR	194,200.00	16,183.33	15,836.69	9,514.91	9,840.38	13,070.26	5,825.71	25,752.35	79,840.30	\$97,100.00	\$17,259.70	41.11%
LABORATORY:												
LAB OPERATIONS	8,000.00	666.67	1,945.53	3,806.19	2,096.86	2,546.21	1,368.16	2,174.17	13,937.12	\$4,000.00	(\$9,937.12)	174.21%
WPDES-COMPL. MONITORING	12,500.00	1,041.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$6,250.00	\$6,250.00	0.00%
ADMINISTRATIVE/GENERAL:												
INSURANCE/LEGAL	69,740.00	5,811.67	51,298.00	0.00	5,259.00	0.00	29.00	5,259.00	61,845.00	\$34,870.00	(\$26,975.00)	88.68%
ANNUAL AUDITING SERVICES	9,000.00	750.00	0.00	0.00	9,425.00	0.00	0.00	0.00	9,425.00	\$4,500.00	(\$4,925.00)	104.72%
OFFICE, POSTAGE, PHONE, ETC	12,000.00	1,000.00	853.88	1,466.54	2,004.21	578.12	2,308.27	1,771.12	8,982.14	\$6,000.00	(\$2,982.14)	74.85%
DNR ENVIRONMENTAL FEES	35,000.00	2,916.67	0.00	0.00	0.00	0.00	34,373.35	0.00	34,373.35	\$17,500.00	(\$16,873.35)	98.21%
GENERAL ADMIN. EXPENSE	5,500.00	458.33	27.75	0.00	2,350.00	25.00	55.50	40.33	2,498.58	\$2,750.00	\$251.42	45.43%
TOTAL O&M EXPENSES	\$2,294,919.00	\$191,243.25	\$222,180.78	\$173,724.24	\$181,916.43	\$174,949.29	\$219,735.59	\$204,883.69	\$1,177,390.02	\$1,147,459.50	(\$29,930.52)	51.30%
CONTINGENCY APPLIED	\$235,400.00	\$19,616.67	\$30,937.53	(\$17,519.01)	(\$9,326.82)	(\$16,293.96)	\$28,492.34	\$13,640.44	\$29,930.52	\$117,700.00	\$87,769.48	12.71%

FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.
Neenah, WI 54956

Phone (920) 739-7921
Fax (920) 739-1343
gcmwsc@new.rr.com



Monthly Operational Summary

July, 2023

PLANT OPERATIONS

1. **PLANT PERFORMANCE** – The facility met all DNR permit limits in July.
2. **SIMULATED PLANT POWER OUTAGE-** We simulated a plant power outage on 7/25/23. The backup generator started properly, however we found that it is only capable of powering enough of the RAW influent pumps to produce 17.0 MGD of flow. The plant is rated for a daily max flow of 25.4 MGD and a peak hourly flow of 28.7 MGD. Once the head works building was transferred over to auxiliary power, we then disconnected the power supply for the rest of the treatment plant. The transfer switch on the primary power supply did function properly. During the power transfer an Ethernet switch in the control panel for the waste hauler station lost its program. We were able to keep the waste hauler station open, but we will need to use the hauler logbook in order to bill the haulers until we can get a new switch programmed. Faith Technologies was onsite to assist with this outage project.
3. **PRIMARY CLARIFIER DRAIN DOWNS-** #4 primary clarifier was drained on 7/12/23 for cleaning and inspection. The tank was returned to service on 7/17/23.
4. **HVAC WORK-** Johnson Control was onsite on 7/21/23 to replace the exhaust fan motor for the polymer room in the thickener building. They also replaced the sheaves on the motor for MAU1
5. **FOCUS ON ENERGY-**A representative from Focus on Energy walked through the plant on 7/13/23. He will be providing recommendations on potential ways to reduce energy consumption.
6. **BIOSOLIDS LAND APPLICATION-** Land application of the bio solids will begin in early August. We had anticipated that hauling would begin on 7/23/23, but a number of short rain events have delayed the project.
7. **DNR MEETING-** I met with Mark Stanek with the DNR to further discuss the possibility of Larson-Winchester regionalizing with the Fox West plant. Another meeting is scheduled for August 7th.
8. **ATAD HEAT EXCHANGER-** The heat exchanger cooling water flow had dropped from 390 gpm to around 330 gpm which is not enough flow to maintain the proper temperature in the SNDR digesters. The cooling water lines were flushed and the flow returned to 390 gpm.

PRETREATMENT

1. **CANTEEN VENDING-** The pH readings have been within limits since the new pH probe was installed.
2. **OUTLOOK GROUP-** We will be performing a walk through inspection of the American Drive facility on 8/2/23.
3. **GULFSTREAM-** We have received Gulfstream's permit application. The new outfall could potentially be brought online sometime in August. Samples from this new waste stream would need to be analyzed prior to approval for discharge to the sanitary sewer.
4. **ALLIANCE-** We are waiting on the semiannual report from this facility. Failure to submit this report on time will result in a notice of non-compliance (NON) being issued.

EQUIP OPERATIONS

1. **BACK-UP GENERATOR-** The generator failed to run during routine exercising on 7/7/23. Cummins found that the control board was not properly monitoring output voltage. A new board was installed on 7/12/23.
2. **UV DISINFECTION-** We have been experiencing occasional communication failures with a number of racks on bank 1B. I will be contacting the service technician from Great Northern Environmental to assist with troubleshooting.
3. **BOD INCUBATOR-** We purchased a used BOD incubator (\$500) from the Fremont-Orihula-Wolf River Joint Sanitary District. This incubator was in good condition and was no longer needed at that facility. It is replacing a unit at Fox West that was purchased in 1983.
4. **FINAL CLARIFIER LIGHT POLE-** The lights on the pole near the final clarifiers had burnt out. A scissors lift is needed to reach the top of the pole. Faith Technologies replaced the existing light fixtures with LED units. The quote for the project listed the price not to exceed \$7,415.00
5. **PRIMARY SLUDGE PUMP #2-** The check ball on the discharge side of the pump was found to be extremely worn which was preventing the pump from functioning properly. The ball was replaced with a spare which we had onsite.

Wastewater Treatment Facility Blower & Fine Screen Replacement Project Design & Equipment Procurement Services

Prepared For

FOX WEST REGIONAL SEWERAGE COMMISSION
VILLAGE OF FOX CROSSING | WINNEBAGO COUNTY, WISCONSIN

JULY 27, 2023

Prepared By

CHAD T. OLSEN, P.E., BCEES

McM. No. M0032-09-99-00001.00

McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE | NEENAH, WI 54956
Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



July 27, 2023

Dale Youngquist, President
Fox West Regional Sewerage Commission
1965 W. Butte Des Morts Beach Road
Neenah, WI 54956

Re: Fox West Regional Sewerage Commission
Wastewater Treatment Facility
Blower & Fine Screen Replacement Project
McM. No. M0032-09-99-00001.00

Dear Dale:

McMahon Associates, Inc. is pleased to submit our Proposal for Professional Engineering Design Services for the Blower and Fine Screen Replacement Project at the Fox West Regional Wastewater Treatment Facility. The Proposal includes bidding service for equipment procurement. Contractor bidding and construction services will be provided at a later date under a separate contract.

This Proposal Agreement includes our Statement of Understanding, Scope of Services, Items Not Included In The Scope of Services, Responsibilities of Fox West Regional Sewerage Commission, Project Schedule, and Compensation.

We appreciate the opportunity to present this Proposal Agreement to Fox West Regional Sewerage Commission, and look forward to working with you on this project. Please feel free to contact me with any questions you may have.

Respectfully,

McMAHON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Chad T. Olsen".

Chad T. Olsen, P.E., BCEES
Vice President / Senior Project Manager

CTO:jlh

Enclosure: Proposal For Professional Engineering Services

Wastewater Treatment Facility Blower & Fine Screen Replacement Project Design & Equipment Procurement Services

Prepared For

FOX WEST REGIONAL SEWERAGE COMMISSION
VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN

JULY 27, 2023

McM. No. M0032-09-99-00001

I. STATEMENT OF UNDERSTANDING

The Fox West Regional Sewerage Commission (FWRSC) owns and operates a Wastewater Treatment Facility (WWTF) that serves the Village of Fox Crossing Sanitary District, Town of Grand Chute Sanitary District #2, Town of Greenville and portions of the Town of Neenah.

The Headworks of the WWTF includes three (3) Lakeside Rotamat® Fine Screens. Two (2) screens and the accompanying screw conveyors were originally installed in 1994. A third Rotamat Fine Screen was added in 1999. Each screen has a hydraulic capacity of 9.0 MGD. The screens have been rebuilt several times and are no longer reliable. In addition, rags and other debris are passing through the screens, creating ragging/clogging issues in the raw sludge storage tank, ATAD reactors and post-digestion biosolids storage tanks. This is either due to bypasses that occur when the screens fail or due to the slotted nature of the screenings basket.

FWRSC is interested in replacing the fine screens with center flow band screens to increase reliability and capture efficiency.

FWRSC also has three (3) 250 HP HSI, Inc. high-speed turbo blowers that were installed in 2012 as part of the WWTF Expansion and Rehabilitation Project. The blowers provide air to the IFAS secondary treatment system. The blowers have not been reliable. One (1) of the blowers had to be rebuilt twice. The other blowers have had issues with internal instruments/probes and tripping out. HSI, Inc. was acquired by Atlas Copco around the time the blowers were installed. Atlas Copco has recently stated that they will no longer be supporting the HSI blowers.

Due to the importance of the blowers in meeting permit limits, FWRSC is interested in installing new blowers that are properly supported.

The following is a Proposal for the design of the new fine screens and new blowers. The Proposal also includes bidding services for procuring the fine screens and blowers.

II. SCOPE OF SERVICES

Based on the Statement of Understanding, McMahon Associates, Inc. (McMAHON) offers the following Scope of Services for Fine Screen and Blower Replacement Project.

2.1 FINE SCREEN AND BLOWER REPLACEMENT PRELIMINARY ENGINEERING PHASE

- Participate in a Project Kick-Off Meeting with Plant Staff to review the following:
 - Project Scope and Schedule.
 - Current fine screening and blower equipment.
 - Staff concerns and preferences.
 - Channel and piping configurations in the Headworks Building.
 - Blower Room Layout.
 - Equipment access.
 - Conduct field measurements as needed of the existing affected facilities.
- Develop design criteria for new fine screens including hydraulic capacity, screenings capture efficiency, headloss and screening dryness.
- Develop design criteria for the new blowers.
- Solicit budgetary quotes from equipment vendors for the new blowers. Blower technologies to consider include high-speed turbo blowers, rotary lobe and/or screw blowers and hybrid blowers.
 - Develop Opinions of Probable Installation Costs of each blower.
 - Develop Opinions of Probable Operating Costs for each blower, including electrical and maintenance costs.
 - Review quotes with Plant Staff.
 - Visit sites as required with Plant Staff to observe blowers. Proposal assumes no more than two-days of site visits and visits are within 4-hours' travel by car.
 - Prepare Technical Memorandum summarizing findings and providing recommendations.
 - Review Technical Memorandum with Commission with goal of gaining consensus on blower technology to move forward with.

- Review electrical service to make sure it can support the new blowers.
- Provide a preliminary Opinion of Probable Cost for the project.

2.2 FINE SCREEN AND BLOWER REPLACEMENT EQUIPMENT PROCUREMENT PHASE

- Prepare Bidding Documents using Engineers Joint Contract Documents Committee (EJCDC) C-700 - Standard General Conditions Of The Construction Contract, for the Commission's procurement of the fine screen equipment and blowers. Documents will include Technical Specifications and Drawings for Fine Screen and Blower Equipment.
- Provide 50% Bidding Documents and review with Plant Staff.
- Prepare Final Bidding Documents based on input from Plant Staff.
- Review the Draft Bidding Documents with Staff and incorporate review comments, as appropriate, and submit two (2) copies of the Final Bidding Documents to the Commission.
- Submit Equipment Procurement Bidding Documents along with the Fine Screen Preliminary Engineering Report and the Blower Technical Memorandum to the Wisconsin Department of Natural Resources (DNR) for review and approval.
 - Respond to questions and assist Commission in receiving approval.
- Prepare Advertisement For Bids for Bidding of Equipment and distribute via Quest online services.
- Submit Advertisement For Bids to Commission's legal paper for publishing.
- Respond to questions that may arise during Bidding.
- Issue Addenda, as needed.
- Attend the Bid Opening.
- Prepare a Bid Tabulation.
- Review Bids with Plant Staff and Prepare a Letter of Recommendation for award contracts for the fine screens and blowers.

2.3 FINE SCREEN AND BLOWER REPLACEMENT FINAL DESIGN PHASE

- Prepare Bidding Documents using Engineers Joint Contract Documents Committee (EJCDC) C-700 - Standard General Conditions Of The Construction Contract, including developing a suggested construction sequence, Technical Specifications and Drawings for the selected Fine Screen and Blower Equipment Replacement Project.
 - Documents will include demolition of existing fine screen equipment and rotary lobe blowers.
 - Documents will include new influent flow transmitters as required.

- Bidding Documents will require the Contractor to hire WWTF's integrator to incorporate the new screens and blowers into the plant control and SCADA system. Bidding Documents will include a Description of Operation describing programming modifications required for the project.
- Provide 90% Bidding Documents and review with Plant Staff
- Review the Draft Bidding Documents with Staff and incorporate review comments, as appropriate, and submit two (2) copies of the Final Bidding Documents to the City.
- Prepare a Pre-Bid Opinion of Probable Construction Cost for the projects and review with the Commission.
- Submit Drawings and Specifications to the Wisconsin DNR for approval.
- Respond to WI DNR comments on the Engineering Report and Bidding Documents.

III. ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following items are not included in the Scope of Services for this Project. The following is not intended to be a comprehensive list; it is intended to highlight general areas not included in the Scope of Services.

- Construction and Bidding Services (construction). These will be provided under a separate Contract.
- Design of new electrical service.
- Funding services.
- Fees associated with permitting, plan review agencies, or advertising.

IV. RESPONSIBILITIES OF FOX WEST REGIONAL SEWERAGE COMMISSION

The Scope of Services and Compensation sections are based upon the understanding that the Fox West Regional Sewerage Commission will provide the following:

- An individual authorized to act as FWRSC's representative to accept completed services and to provide appropriate liaison.
- Permitting and fees associated with permitting, advertising, and plan review agencies (if any).

V. PROJECT SCHEDULE

McMAHON proposes the following project timeline:

- Plans and Specifications for equipment procurement will be submitted to the Wisconsin DNR by December 31, 2023.
- Final Plans and Specifications for the construction of the project will be completed by June 30, 2024.

VI. COMPENSATION

McMAHON proposes to provide the Scope of Services identified in this Proposal for the Lump Sum fee of \$176,000.

All services will be provided in accordance with McMahon Associates, Inc.'s General Terms and Conditions, dated March 19, 2020, which are incorporated into this Proposal Agreement by reference.

Fox West Regional Sewerage Commission agrees that the Statement of Understanding, Scope of Services, and Compensation sections contained in this Proposal, pertaining to this project or any Addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the acceptance of this Proposal Agreement, without the expressed written consent of McMahon Associates, Inc.

ACCEPTANCE

Owner:
FOX WEST REGIONAL SEWERAGE COMMISSION
Village of Fox Crossing, Winnebago County, Wisconsin

Date: _____

Witness: _____

Date: _____

Engineer:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Chad T. Olsen, P.E., BCEES
Vice President / Senior Project Manager

Date: July 28, 2023

Attachments: General Terms and Conditions, dated March 19, 2020



McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
 2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. 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 services, 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 Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
 3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
 4. Costs and schedule commitments shall be subject to re-negotiation 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, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
 5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
 6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON 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 accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any 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.
 12. McMAHON 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, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
 14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.