

City of Stevens Point
Board of Water and Sewerage Commissioners
September 14, 2020 - 12:00 PM

Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 7158592 -
Meeting ID: 820 2688 5705

AGENDA

Discussion and Possible Action on:

1. Approval of August 10, 2020 minutes.
2. Approval of Department Claims
3. Presentation of the 2019 Audit by Baker Tilly.
4. Water Supply and Distribution Reports - *Eric Southworth*
5. The purchase of a sub-surface locating device.-*Eric Southworth*
6. Sewage Treatment Operations Report - *Chris Lefebvre*
7. The purchase and installation of a VFD on one of the influent screw pumps.-
Chris Lefebvre
8. Construction and maintenance report - *Craig Czaikowski*
 - A. Collection System Sewer Report
9. Clean Water Fund application details for stormwater infrastructure and associated scope of services with Donohue & Associates.- *Joel Lemke*
10. Community Area Network Report - *Joel Lemke*
 - A. Summary of charges/payments for the school fiber project.
11. Directors Report - *Joel Lemke*
12. Adjournment

The next Water and Sewerage Commission meeting will be Monday, October 12, 2020 at noon.

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the Director as soon as possible to ensure a reasonable accommodation can be made. The Director can be reached by telephone at (715) 345-5260, or by mail at 300 Bliss Avenue, P.O. Box 243 Stevens Point, WI.

Copies of resolutions, reports and minutes of the Board of Water & Sewerage Commission Meetings are on file at the Admin Office of the Water & Sewage Departments for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

City of Stevens Point
Board of Water and Sewerage Commissioners
August 10, 2020 - 12:00 PM

Meeting will be held via a Zoom Meeting URL to connect:
<https://us02web.zoom.us/j/82026885705> Dial in number: (301) 715-8592 - Meeting
ID: 820 2688 5705

MINUTES

Discussion and Possible Action on:

1. Approval of July 13, 2020 minutes

Motion made by Ray Schmidt, seconded by Carl Rasmussen to approve the minutes of the July 13, meeting of the Board of Water & Sewerage Commission.

Ayes all. Nays none. Motion carried.

2. Approval of Department Claims

Joel explained that at next months meeting this will become a single payment of claims for the Stevens Point Public Utilities. The Commission would still like to be able to see which department the claims were made for. They also would like to see the cash flows for each department separately.

Motion made by Carl Rasmussen, seconded by Ray Schmidt to approve the department claims for the month of July 2020 as audited and read.

Ayes all. Nays none. Motion carried.

3. Water Supply and Distribution Reports - *Eric Southworth*

Eric stated from last year to this year the pumping history is almost identical.

Eric added that the Well 5 asbestos inspection is complete. No asbestos was found so they will be able to demo the property and abandon Well 5.

4. Report on Well 11.

Eric stated he met with a separate engineer whom took core samples of the two roofs. Both roofs were deemed to be in poor condition. He found there was no vapor barrier between the concrete roof deck and the foam insulation underneath the rubber. The flashing on skylight was also not installed properly.

The next step is to talk with the City Attorney to see where we go from here.

5. Sewage Treatment Operations Report - Chris Lefebvre

Chris stated the WWTP met all permit limits for the month. We were able to produce 10% of own electricity and 33% of our own heat. These numbers are low because the biogas generator was down for a period of time and now can only be run at 50% until the plugged radiator is cleaned out.

In regards to odor control, the vendor recommended a chemical scrubber be installed to remove odors coming off the dryer. They are looking in-house to see what can be done without having to purchase the chemical scrubber. They have reached out to other treatment plants to see what they have done for odor control.

Chris also stated the Total Maximum Daily Load Study, in regards to the phosphorus levels that can go into the river, was completed by the DNR. On the new phosphorus permit, the levels to be allowed into the river went from .1 mg/l to .4-.5 mg/l, which will be much more attainable with our current setup.

6. Collection System Maintenance Report - Craig Czaikowski

Craig stated the utilities for the construction projects for the year have been completed as of late last week. Everything went well. They are working on Wildwood by Fleet Farm, lowering some water mains in order to start installing some storm sewers, they hope to finish this week. They will then be working on some small projects in Bukolt Park and a small storm sewer extension for the City off of Frederick Street.

The crew will be working on cleaning some lift stations for the WWTP. Then they will work on sewer cleaning and televising.

7. Stormwater Operations - Craig Czaikowski

Craig said the crew used the new skid steer with brush mower to do some maintenance of some storm ponds that haven't been done for a long time and the equipment worked really well. They have some catch basin and manhole repairs to do on Rogers Street.

8. Community Area Network Report - Joel Lemke

Joel stated the school project is almost complete. We are looking at taking over the locating of that infrastructure for diggers hotline tickets probably before the end of the year or definitely before the next construction season.

9. Directors Report - Joel Lemke

Nothing discussed.

10. Adjournment

Motion made by Carl Rasmussen to adjourn the meeting.

Ayes all. Nays none. Motion carried.

Meeting Adjourned: 12:33PM

REPORT TO THE SEPTEMBER, 2020
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

WATER DEPARTMENT

FINANCES:

Bank balance as of August 1, 2020

\$ 3,711,731.21

Bank deposits recorded in August 2020

Not Available

\$ 3,711,731.21

CHECKS ISSUED AUGUST 2020:

54502	Payroll	Commissioner Wages	48.20
54503	Community Foundation of Central WI	Employee Contributions	10.00
54504	United Way Of Portage County	Employee Contributions	7.00
54506	AnSer	After hours answering service	106.00
54507	Aramark	Uniforms	212.13
54508	Aramark	Rug service	24.79
54509	AT&T	Long Distance Phone Charges	38.23
54510	AT&T	Local phone charges	380.45
54511	Baker Tilly Virchow Krause LLP	Audit & Merger Charges	763.22
54512	Bauernfeind Business Technologies	Quarterly Maint Fee - Printer	104.75
54513	CDW Government	Troubleshoot Phone Issue	90.00
54514	Central States H & W Fund	Health Insurance Premiums	26,620.40
54515	County Materials Corp	Inventory Materials	3,400.00
54516	Diggers Hotline Inc	Pre-payment Diggers Locate Charges	2,509.86
54518	Ferguson Waterworks #1476	Inventory materials, 36-5/8" meters, 2-3" meters, meter repair parts	22,229.78
54519	First Supply LLC -Plover	Inventory Materials, Tools/Work Equipment, Freight	4,009.24
54520	Franks Hardware Co Inc	Monitoring well locks, supplies, house to house supplies	378.02
54521	H&S Protection Systems Inc	Annual Alarm Monitoring - Wellfield	457.92
54522	Hawkins Inc	Part for regulator	137.96
54523	Heartland Business Systems, LLC	Server Upgrade	3,684.59
54524	John Fabick Tractor Co	500hr Maintenance	1,410.00
54525	K Bueno LLC	Refund overpayment - 1133A Main St. K Bueno LLC	190.78
54529	Martelle Water Treatment	Chemicals	3,590.93
54532	Multimedia Communications & Engineering Inc.	Fiber - Pass Thru Billing	20,182.05
54534	Spectra Print	Delinquent Notice	320.50
54536	Springbrook Holding Company LLC	Software upgrade	1,233.34
54538	USA Blue Book	Oil	165.95
54539	Verizon Wireless	IPad & cell phone charges	487.47
54540	WI Public Service	Monthly utility charges - July	35,655.49
54542	Worzellas Point Supply	Hand sanitizer	31.18
54543	Community Foundation of Central WI	Employee Contribution	10.00
54544	United Way Of Portage County	Employee Contributions	7.00
54546	American Asphalt Of WI	Asphalt	253.36
54548	Aramark	Rug Service	24.79
54549	Arctic Air Refrigeration	Repairs to A/C - Well 11	3,344.13
54550	AT&T	Local Phone Charges	550.98
54552	CDW Government	Troubleshoot wellfield issues	450.00
54553	Chet's Plumbing	Replacement water heater - Water Treatment Station	7,951.00
54555	CORE & MAIN LP	Hydrant Meter, Meters	15,124.15
54556	Cummins Sales & Service	Well 9 - Maintenance of back-up generator	916.15
54558	Donna's Cleaning Service	Water Office - Cleaning	290.00
54560	Fastenal Company	Safety glasses & locate paint	326.83
54561	Ferguson Waterworks #1476	3/4" meters, meter gaskets, water service tapping machine/parts	5,256.51
54562	First Supply LLC -Plover	Inventory materials	24,335.10
54564	H&S Protection Systems Inc	Replacement batteries for alarm equipment	86.00
54566	Hawkins Inc	Chemicals	2,802.94
54567	INFOSEND INC	Monthly Statement - Printing/Postage	2,063.58
54568	J W Instruments Inc	Well 7 meter	7,935.71
54569	LiveWire Systems, LLC	Video Surveillance Software	3,272.53
54571	Northern Lake Services Inc	Lead & copper testing	220.00

54572	Petty Cash	Mileage, samples, postage	156.19	
54573	Portage County Transfer Facility	Disposal of silt fence	20.00	
54574	Reinders Inc	Parts to repair irrigation	10.32	
54575	Schierl Inc	Tire - Water Crew Truck	155.68	
54576	Dr. Sciarrone	Refund overpayment for 1236 Third St. to Dr. Sciarrone	210.22	
54577	Springbrook Holding Company LLC	Software Upgrade - Professional Services, Annual Software Maint Charges	7,184.07	
54578	Staples Credit Plan	Office supplies	428.90	
54580	Stuczynski Trucking	Stone, use of equipment for W River Drive	3,716.00	
54581	Teamsters Union Local 662	Union dues	784.00	
54583	Mastercard	Pump & parts for sand blast cabinet, Adobe monthly fee, locate flags, filter & supplies, Covid 19 supplies, cart	2,538.32	
54584	USA Blue Book	Tube Assembly	388.00	
54585	Water & Enviromental Analysis Lab	Water Testing	3,990.00	
54586	WI State Laboratory of Hygiene	Flouride Testing	26.00	
54587	City Of Stevens Point	Monthly Workers Comp Premium	1,927.35	
54588	Complete Office of WI	Office Supplies	146.79	
54589	CORE & MAIN LP	2 - 1/2" Meters	2,638.96	
54590	Grainger	Thermostat - Well 11	32.10	
54591	H&S Protection Systems Inc	Troubleshoot Utility Garage Alarm	105.00	
54593	Nicole Miley	Refund Nicole Miley- overpayment on 924 Songbird C9	136.60	
	Work Done for Water Department	Work Done for Water Department	5,497.78	
	Payroll	8/6/2020	25,278.41	
	Payroll	8/20/2020	25,140.19	
	HRA	HRA Admin Fee	50.00	
	IRS	Payroll Taxes	18,092.03	
	WI Dept of Revenue	Payroll Taxes	3,737.99	\$ 306,091.89
	TOTAL EXPENSES LISTED			Not Available
	BALANCE ON HAND AUGUST 31, 2020			
		Balance on Hand		Not Available
		Plus uncleared checks	\$ 5,392.22	
		Less checks previously written clearing this month	\$ (150,881.11)	
		Ending Cash Balance matching Bank Statements	\$ 4,148,828.79	
		Less Restricted Funds	\$ (321,046.93)	

REPORT TO THE SEPTEMBER, 2020
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS
SEWAGE DEPARTMENT

FINANCES:

Bank Balance as of August 1, 2020

Bank Deposits recorded in August 2020

\$	5,957,348.66
\$	440,759.72
\$	6,398,108.38

CHECKS ISSUED IN AUGUST 2020:

54508	Aramark	Rug service	161.27
54511	Baker Tilly Virchow Krause LLP	Audit & Merger Charges, Sewer Dept. additional owed 2019 audit charges	727.67
54514	Central States H & W Fund	Health Insurance Premiums	12,410.80
54516	Diggers Hotline Inc	Pre-payment Diggers Locate Charges	627.47
54519	First Supply LLC -Plover	Elbow, pipe & elbow	273.90
54520	Franks Hardware Co Inc	Tester & supplies	62.52
54522	Hawkins Inc	Chemicals	600.90
54523	Heartland Business Systems, LLC	Server Upgrade	3,684.59
54526	Kraft Power	Recommissioning generator, voltage regulator	6,839.18
54527	L.W. Allen, LLC	Software installation for pdf reports	160.00
54530	McMaster-Carr Supply Co	Valve	392.62
54531	Mulcahy Shaw Water Inc	O'ring	43.46
54533	NCL of Wisconsin Inc	Lab supplies	821.88
54535	Spee Dee Deliver Service Inc.	Shipping charges for samples	31.26
54536	Springbrook Holding Company LLC	Software upgrade services	1,233.33
54537	Stevens Point Public Utilities	Sewer Dept - Percent of metering, billing & wages, work for Sewer	34,703.67
54539	Verizon Wireless	IPad & cell phone charges	296.49
54540	WI Public Service	Monthly utility charges - July	17,316.85
54541	William/Reid	Digester Feed System Parts	10,149.96
54542	Worzellas Point Supply	Hand sanitizer	15.59
54545	AFLAC	Insurance Premiums	26.50
54548	Aramark	Rug Service	148.19
54550	AT&T	Local Phone Charges	466.93
54551	Brenntag Great Lakes LLC	Chemicals	7,286.61
54554	Cooper Oil Company Inc	Fuel	6.13
54556	Cummins Sales & Service	Generator Troubleshooting	636.54
54557	Dakota Electric Services Inc	Wiring unit heaters	1,852.00
54558	Donna's Cleaning Service	Utility Garage - Cleaning Service	25.00
54559	Donohue & Associates, Inc.	Engineering Services - Digestion, Dewatering & Drying Project	14,576.21
54560	Fastenal Company	Safety glasses & locate paint	601.20
54563	Grainger	Seal & Shaft Kit	446.40
54565	Harter's Fox Valley Disposal	Dumpster Service	341.50
54569	LiveWire Systems, LLC	Video Surveillance Software	3,272.53
54570	Miron Construction Co Inc	Pay App #24- Digestion, Dewatering & Drying Project	77,762.05
54572	Petty Cash	Postage	4.95
54577	Springbrook Holding Company LLC	Annual Software Maintenance Charges	7,184.07
54579	Stevens Point Public Utilities	Quarterly Water Charges	806.76
54581	Teamsters Union Local 662	Union dues	465.00
54582	Transit Department	Lawn Maintenance	366.40
54583	Mastercard	Locate flags, supplies	331.61
54587	City Of Stevens Point	Monthly Workers Comp Premium	1,182.46
54590	Grainger	Cleaner	48.88
54592	Mada Embroidery& Screen Printing, LLC	Uniforms	296.80
54594	Worzellas Point Supply	Supplies	297.20
	Work done for other Departments	Work done for other Departments	3,173.53
	Water Dept	Sewer portion of Water Garage	42,252.46
	Water Dept	Inventory Used	27.30
	Water Dept	Percent of billing	34,558.87
	HRA	Admin Fees	20.00
	Sewage Department Payroll	8/6/2020	14,906.58

Sewage Department Payroll	8/20/2020	15,019.51	
WI Dept of Revenue	Garnishment of wages	7.83	
IRS	Payroll Taxes	11,101.04	
WI Dept of Revenue	Payroll Taxes	2,234.72	
TOTAL OF EXPENSES LISTED		<u>\$ 332,287.17</u>	<u>\$ 332,287.17</u>
BALANCE ON HAND AUGUST 31, 2020			<u>\$ 6,065,821.21</u>
	Balance on Hand		<u>\$ 6,065,821.21</u>
	Plus uncleared checks		
	Less checks previously written clearing this month		<u>\$ (806.50)</u>
Ending Cash Balance matching Bank Statements			<u><u>\$ 6,065,014.71</u></u>

Less Restricted Balance \$ (4,339,476.60)
TOTAL \$ 1,725,538.11

***Additional restricted cash of \$250,000.00 is invested in CDs.

REPORT TO THE SEPTEMBER 2020
MEETING OF THE BOARD OF WATER AND SEWERAGE COMMISSIONERS

STORM WATER DEPARTMENT

FINANCES:

Bank balance as of August 1, 2020

\$ 980,318.44

Bank deposits recorded in August 2020

\$ 303,448.88

\$ 1,283,767.32

CHECKS ISSUED AUGUST 2020:

54505	American Asphalt Of WI	Asphalt	257.61	
54507	Aramark	Uniforms	52.55	
54511	Baker Tilly Virchow Krause LLP	Audit & Merger Charges	220.44	
54514	Central States H & W Fund	Health Insurance Premiums	7,486.40	
54516	Diggers Hotline Inc	Pre-payment Diggers Locate Charges	627.47	
54517	Fastenal Company	Supplies	183.79	
54520	Franks Hardware Co Inc	Supplies	29.96	
54523	Heartland Business Systems, LLC	Server Upgrade	3,684.58	
54524	John Fabick Tractor Co	Parts for Cat tractor, cutting edges for back hoe, 250hr maintenance, and back hoe repairs	1,375.70	
54528	Lincoln Contractors Supply Inc	Saw	869.00	
54536	Springbrook Holding Company LLC	Software upgrade services	1,233.33	
54537	Stevens Point Public Utilities	Stormwater Dept - Percent of billing & wages	19,281.14	
54539	Verizon Wireless	IPad & cell phone charges	258.25	
54540	WI Public Service	Monthly utility charges - July	17.60	
54542	Worzellas Point Supply	Hand sanitizer	15.59	
54546	American Asphalt Of WI	Asphalt	119.26	
54547	Aramark	Uniform - Jason	103.92	
54558	Donna's Cleaning Service	Utility Garage - Cleaning Service	25.00	
54569	LiveWire Systems, LLC	Video Surveillance Software	3,272.53	
54577	Springbrook Holding Company LLC	Annual Software Maintenance Charges	7,184.06	
54580	Stuczynski Trucking	Equipment used - W River Drive, stone	1,296.00	
54581	Teamsters Union Local 662	Union dues	189.00	
54583	Mastercard	Locate flags	139.90	
54587	City Of Stevens Point	Monthly Workers Comp Premium	882.02	
	Inventory Used	Inventory Used	6,491.70	
	Owed to other Depts	Owed to other Depts	5,686.18	
	Water Dept	Percent of billing	19,281.14	
	Payroll	8/6/2020	7,208.16	
	Payroll	8/20/2020	6,870.87	
	IRS	Payroll Taxes	4,794.12	
	WI Dept of Revenue	Payroll Taxes	1,066.11	
	TOTAL OF EXPENSES LISTED		\$ 100,203.38	\$ 100,203.38
	BALANCE ON HAND AUGUST 31, 2020			\$ 1,183,563.94

Balance on Hand	\$ 1,183,563.94
Plus checks written after the end of this month	
Plus uncleared checks	
Less checks previously written clearing this month	\$ (736.00)
Ending Cash Balance matching Bank Statements	\$ 1,182,827.94

**STEVENS POINT, WISCONSIN
WATERWORKS REPORT**

FOR AUGUST 2020

CURRENT YEAR VS. PREVIOUS YEAR

	2019	2020	INCREASE	DECREASE	RECORD HIGH	DATE	
Total pumpage, gallons	210,777,000	231,447,000	20,670,000		311,358,000	Aug-03	
Daily pumping average, in gallons	6,799,000	7,466,000	667,000				
Peak pumpage, gallons, (date)	7,771,000 (23RD)	9,440,000 (21ST)	1,669,000		12,849,000	8/3/2007	
Low pumpage, gallons, (date)	6,124,000 (15TH)	6,112,000 (2ND)		12,000	2,335,000 <i>2,711,000</i>	08/06/72 <i>8/22/2014</i>	◀Record low since 1995 when the utility started providing water to Stora Enso.
Power bill	\$21,087.65	Not available at this time			\$27,859.36	Aug-12	
K.W.H's used	241,964						
Gallons pumped per K.W.H.	931						

**STEVENS POINT WATER DEPARTMENT
CONSUMPTION HISTORY**

(Pumpage x 1,000)

MONTH	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
JANUARY	150,622	142,263	147,206	140,438	131,056	135,295	140,095	130,487	145,393	150,360
FEBRUARY	131,127	135,573	132,869	123,311	124,330	132,142	134,021	131,003	146,311	139,446
MARCH	138,327	154,358	148,770	139,881	131,189	146,717	147,561	141,337	149,346	152,765
APRIL	127,470	135,713	133,238	142,367	135,484	145,731	154,752	145,137	152,172	148,872
MAY	149,292	154,346	168,410	141,687	175,174	173,606	151,986	167,083	194,439	167,541
JUNE	181,763	181,220	187,095	175,722	187,693	167,417	182,687	172,509	225,295	214,054
JULY	199,876	199,645	240,487	202,817	185,672	187,544	215,463	220,813	276,846	231,575
AUGUST	231,447	210,777	225,280	179,208	167,623	208,123	188,933	230,157	256,548	224,237



September 10, 2020

MEMO

RE: Purchase of sub-surface locating equipment

Water and Sewerage Commissioners:

One of the responsibilities that has come along with the operation and maintenance of the Community Area Network (CAN) infrastructure is the locating of those facilities in response to Diggers Hotline locate requests.

To do this locating properly we need specialized equipment that sends a signal through a tracer wire that is buried with the conduit and fiber. The same signal can be used to trace any buried infrastructure that is conductive.

Our staff has trialed three different makes of this equipment and supports the purchase of equipment manufactured by Ditchwitch – Subsite. This equipment is proposed to be purchase through one of our suppliers.

Final prices are still being worked on, but we are confident we can purchase the necessary equipment for under \$6,000.00.

We respectfully request permission to purchase sub-surface locating equipment for a price not to exceed \$6,000.00

Thank you for your consideration,

A handwritten signature in black ink that reads "Joel Lemke". The signature is written in a cursive, flowing style.

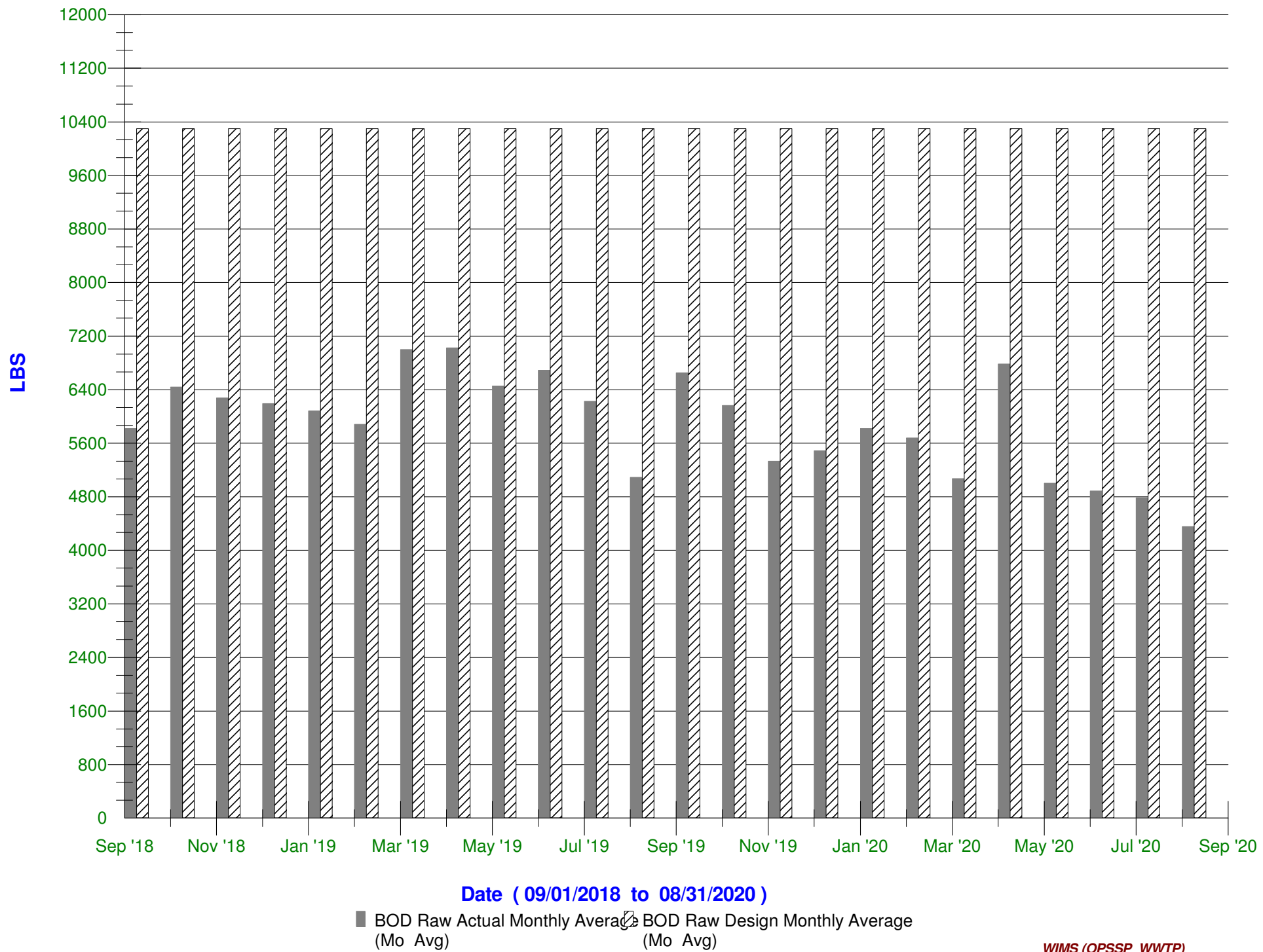
Joel Lemke
Director

Final Effluent Discharge Data

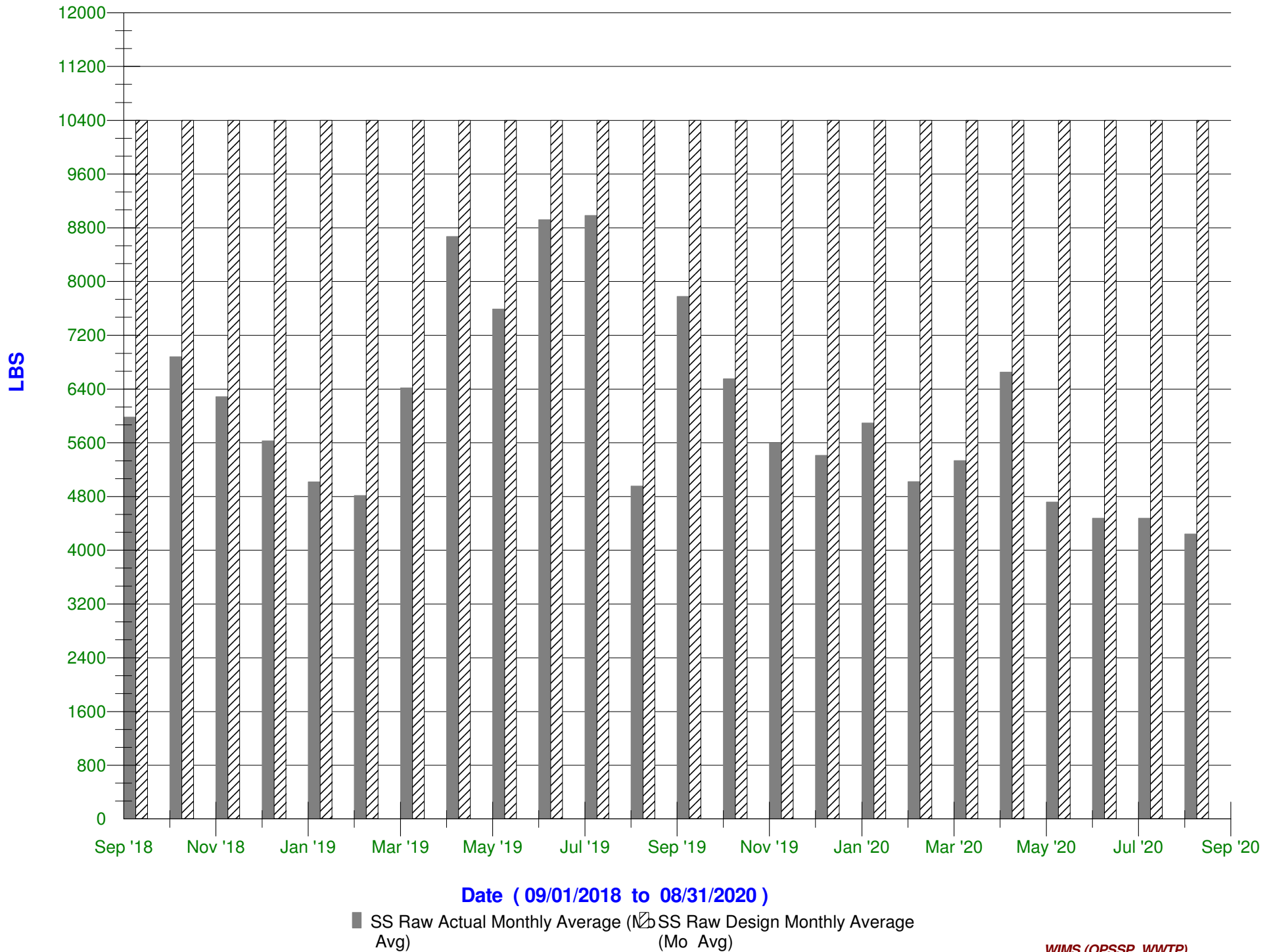
August 2020

		Sewage Flow		BOD					S.S.					Phosphorus				Fecal Coliform	Effluent Ammonia
	Precip	Raw	Final	Raw	Final	%	Raw	Final	Raw	Final	%	Raw	Final	Raw	Final	Raw	Final	Final	
Date	INCHES	MGD	MGD	MG/L	CBOD MG/L	Reduct.	Pounds BOD/Day	Pounds CBOD/Day	(ppm)	(ppm)	Reduct.	Pounds SS/Day	Pounds SS/Day	(ppm)	(ppm)	P/Day	P/Day	#/100 ml	mg/L
08/01/2020	0.00	2.024	2.258	192	2.56	99	3,241	48	216	5.20	98	3,646.11	98					12	
08/02/2020	0.00	2.106	2.372	213	2.54	99	3,741	50	204	3.60	98	3,583.06	71	5.000	0.400	88	8		11
08/03/2020	0.29	2.129	2.380	221	2.43	99	3,924	48	432	5.30	99	7,670.53	105						
08/04/2020	0.00	2.131	2.375	254	2.66	99	4,514	53	244	4.60	98	4,336.50	91	5.630	0.370	100	7		9
08/05/2020	0.00	2.167	2.413	230	2.91	99	4,157	59	172	5.30	97	3,108.52	107	4.970	0.380	90	8		7
08/06/2020	0.00	2.144	2.478	220	3.22	99	3,934	67	204	5.30	97	3,647.72	110						
08/07/2020	0.00	2.115	2.363	221	3.32	98	3,898	65	244	4.80	98	4,303.94	95						
08/08/2020	0.00	1.949	2.206	164	3.02	98	2,666	56	188	4.80	97	3,055.88	88					76	
08/09/2020	0.17	2.023	2.268	173	2.83	98	2,919	54	204	5.25	97	3,441.85	99	4.840	0.470	82	9		13
08/10/2020	0.00	2.161	2.639	270	3.59	99	4,866	79	220	5.20	98	3,965.00	114						
08/11/2020	0.00	2.144	2.769	247	3.89	98	4,417	90	268	7.70	97	4,792.10	178	4.830	0.550	86	13		34
08/12/2020	0.00	2.151	2.713	275	4.01	99	4,933	91	268	6.57	98	4,807.74	149	4.740	0.460	85	10		38
08/13/2020	0.00	2.101	2.685	267	3.99	99	4,678	89	204	7.14	97	3,574.56	160						
08/14/2020	0.00	2.095	2.548	287	3.68	99	5,015	78	208	6.57	97	3,634.24	140						
08/15/2020	0.11	1.935	2.236	230	3.63	98	3,712	68	204	6.00	97	3,292.13	112					111	
08/16/2020	0.00	1.941	2.229	215	3.24	98	3,480	60	220	4.00	98	3,561.35	74	4.480	0.330	73	6		12
08/17/2020	0.00	2.041	2.185	306	3.44	99	5,209	63	288	5.56	98	4,902.32	101						
08/18/2020	0.00	2.064	2.675	264	3.86	99	4,544	86	224	5.79	97	3,855.88	129	4.680	0.430	81	10		16
08/19/2020	0.00	2.100	2.537	252	3.69	99	4,414	78	300	4.80	98	5,254.20	102	4.490	0.380	79	8		26
08/20/2020	0.00	2.058	2.367	220	3.54	98	3,776	70	264	5.60	98	4,531.22	111						
08/21/2020	0.00	2.026	2.290	229	3.65	98	3,869	70	200	5.07	97	3,379.37	97						
08/22/2020	0.10	1.934	2.204	238	3.55	99	3,839	65	216	3.33	98	3,483.98	61	4.690	0.280	76	5	188	7
08/23/2020	0.03	1.946	2.222	285	3.50	99	4,625	65	276	4.70	98	4,479.38	87						
08/24/2020	0.00	2.083	2.379	260	3.71	99	4,517	74	216	4.90	98	3,752.40	97						
08/25/2020	0.19	2.172	2.691	313	5.90	98	5,670	132	228	3.90	98	4,130.10	88	5.170	0.350	94	8		15
08/26/2020	0.00	2.185	2.808	317	10.80	97	5,777	253	260	5.20	98	4,737.95	122	5.630	0.380	103	9		35
08/27/2020	0.00	2.110	2.714	306	2.43	99	5,385	55	268	5.50	98	4,716.10	124						
08/28/2020	0.19	2.212	2.901	282	3.06	99	5,202	74	240	4.60	98	4,427.54	111						
08/29/2020	0.75	2.044	2.683	339	2.83	99	5,779	63	332	4.10	99	5,659.59	92						
08/30/2020	0.00	2.042	2.676	212	2.52	99	3,610	56	212	3.30	98	3,610.42	74						
08/31/2020	0.00	2.176	2.848	260	2.83	99	4,718	67	336	6.40	98	6,097.67	152						
Total	1.83	64.509	77.112	7,762	111	3,056	135,030	2,325	7,560	160.08	3,032	31,439.37	3,338	59.150	4.780	1,034.373	100.558	387.000	223.000
Average	0.06	2.081	2.487	250	4	99	4,356	75	244	5.16	98	4,239.98	108	4.929	0.398	86.417	8.417	96.750	18.583
Maximum	0.75	2.21	2.90	339.00	10.80	99.21	5,778.92	252.92	432.00	7.70	98.77	7,670.53	177.82	5.63	0.55	102.59	12.70	188.00	38.00
Minimum	0.00	1.93	2.19	164.00	2.43	96.59	2,665.76	48.21	172.00	3.30	96.50	3,055.88	61.21	4.48	0.28	72.52	5.15	12.00	7.00

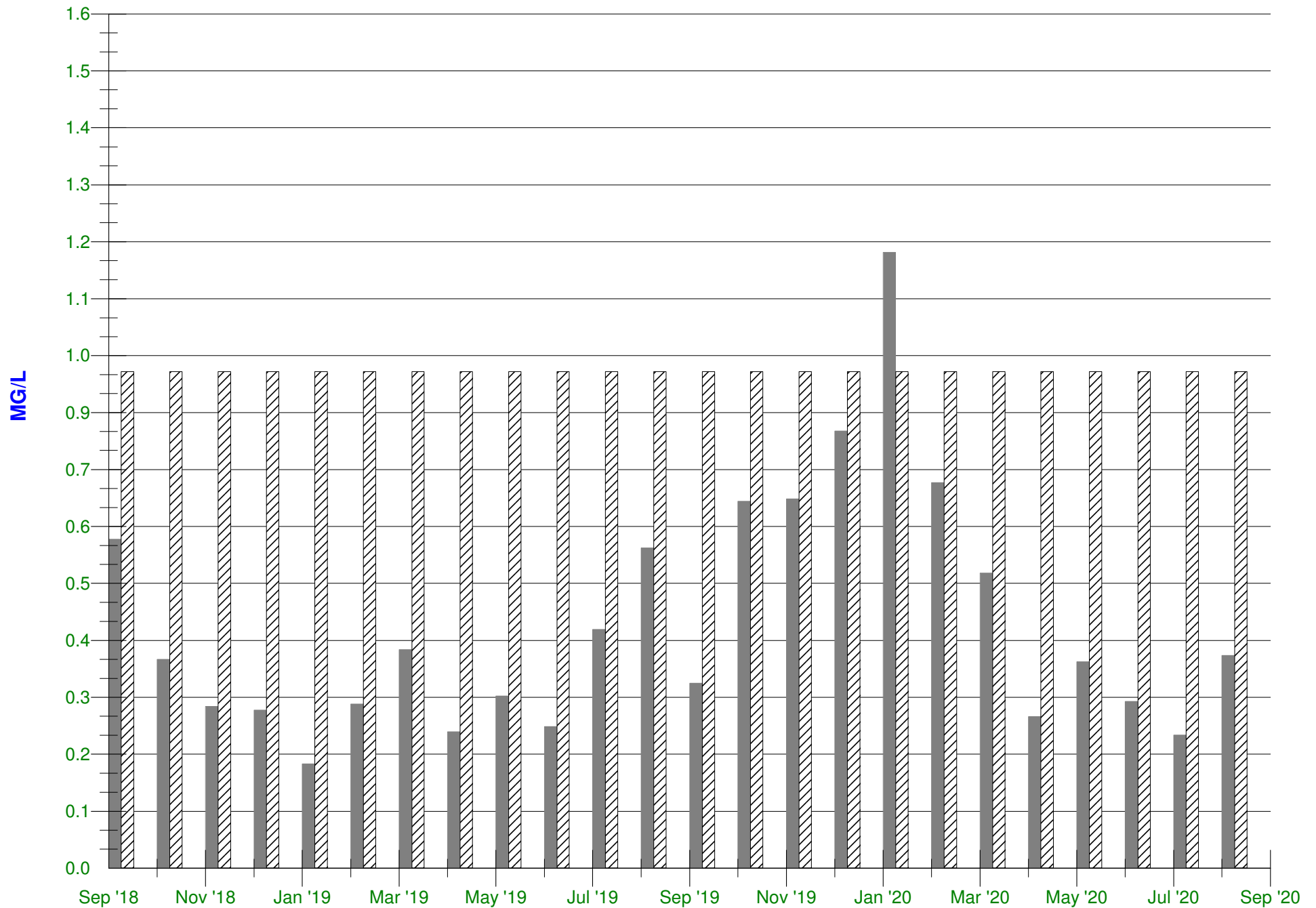
BOD Raw 2 Year History



SS Raw 2 Year History



Phosphorus mg/l 2 Year History



Date (09/01/2018 to 08/31/2020)

■ Effluent Phosphorous Total (Mo Avg) ■ Phosphorus Final Limit (Mo Avg)

Sewage Plant Monthly Average

	Temperature		Precip.	Sewage Flow		Phosphorus				BOD					Suspended Solids						Per Day	Gas
Month	Max	Min	INCHES	Influent	Effluent	Raw Influent		Final Effluent		Raw Influent		Final CBOD Eff.		Reduction	Raw Influent		Final Effluent		Reduction	Power kW	LBS BOD Removed	Production Per Day CUFT
	°F	°F		MGD	MGD	MG/L	LBS	MG/L	LBS	MG/L	LBS	MG/L	LBS	%	MG/L	LBS	MG/L	LBS	%			
Sep 2019	71	54	7.46	2.650	2.672	7.348	161	0.346	8	301	6,649	3.67	81.73	99	352	7,783	4.39	97.82	99		6,568	35,337
Oct 2019	54	38	3.58	2.896	2.901	8.049	194	0.687	16	257	6,203	3.87	93.66	98	272	6,580	4.78	115.70	98		6,109	43,258
Nov 2019	35	23	1.90	2.294	2.557	7.451	145	0.692	15	277	5,300	5.41	115.31	98	292	5,589	6.77	144.29	98	181	5,185	33,133
Dec 2019	40	17	2.91	2.245	2.639	7.327	137	0.819	18	292	5,463	5.87	129.10	98	289	5,416	7.02	154.44	97		5,334	0
Jan 2020	29	15	1.20	2.323	2.858	6.581	127	1.153	28	301	5,836	3.30	78.62	99	306	5,920	5.43	129.44	98	5,342	5,757	
Feb 2020	30	8	1.05	2.132	2.498	6.196	110	0.722	15	320	5,690	4.30	89.62	99	283	5,035	8.81	183.62	97	6,950	5,601	
Mar 2020	43	26	3.88	2.669	2.992	5.166	105	0.553	13	232	5,163	3.69	92.18	98	242	5,388	9.10	227.07	96	6,200	5,071	
Apr 2020	51	31	2.12	3.425	3.801	3.682	76	0.284	7	235	6,720	2.79	88.34	99	238	6,806	6.93	219.66	97	4,667	6,632	
May 2020	65	45	4.78	2.294	2.766	4.608	83	0.387	8	266	5,094	3.75	86.60	99	253	4,832	6.01	138.61	97	5,362	5,007	
Jun 2020	78	57	7.57	2.698	3.229	3.828	84	0.313	8	219	4,921	3.82	102.76	98	200	4,491	4.18	112.51	98	6,347	4,818	
Jul 2020	83	63	2.91	2.407	2.876	3.658	75	0.250	6	238	4,778	2.97	71.16	99	223	4,476	4.79	114.99	98	5,800	4,707	
Aug 2020	81	59	1.83	2.081	2.487	4.929	86	0.398	8	250	4,345	3.58	74.17	99	244	4,232	5.16	107.13	98	4,613	4,271	
Minimum	29	8	1.05	2.081	2.487	3.658	75	0.250	6	219	4,345	2.79	71.16	98	200	4,232	4.18	97.82	96	181	4,271	0
Maximum	83	63	7.57	3.425	3.801	8.049	194	1.153	28	320	6,720	5.87	129.10	99	352	7,783	9.10	227.07	99	6,950	6,632	43,258
Total	660	435	41.19	30.115	34.276	68.821	1,384	6.603	150	3,188	66,163	47.01	1,103.25	1,182	3,194	66,549	73.37	1,745.29	1,170	45,461	65,060	111,728
Average	55	36	3.43	2.510	2.856	5.735	115	0.550	13	266	5,514	3.92	91.94	99	266	5,546	6.11	145.44	98	5,051	5,422	27,932



September 9, 2020

TO: Water and Sewerage Commissioners
RE: Influent Pump VFD

Dear Commissioners:

In December of 2019 we installed a new standby generator at the Wastewater Treatment plant. This generator provides back up power for our Influent Screw Pumps and UV disinfection. These are the minimum treatment processes that are required for emergency operations by our WPDES permit. Since the installation of this standby generator we have been unable to operate either of our influent screw pumps on backup power. After months of generator tweaking and testing it was determined that the influent screw pumps draw an inconsistent electrical load that causes the standby generator to fault. The previous standby generator didn't have these safety set points so it didn't have this issue even though both generators produce the same amount of power.

We have discussed this issue with Cummins as well as multiple electrical contractors. Everyone recommended installing a Variable Frequency Drive (VFD) on one of the influent pumps to stabilize the power draw on the standby generator during pump start up.

We have received quotes for the VFD and installation from three contractors. The quotes came back with a wide range of pricing that was dependent on which brand of VFD was being provided. The quotes came back as follows: Total Electric \$20,620, Dakota Electric \$24,240, and Current Technologies \$13,390. I feel very comfortable with the quote from Current Technologies. I request the commission approve the installation of the influent pump VFD by Current Technologies for a price of \$13,390.

Sincerely,

Chris Lefebvre
Wastewater Superintendent

SEWER REPORT FOR THE MONTH OF JULY 2020

2020	
12,153	feet of sanitary sewer flushed
-	feet of sanitary sewer cut
-	feet of storm sewer cut
-	feet of storm sewer jetted
49,704	feet of sanitary sewer jetted
993	feet of sewer main televised
851	feet of storm main televised

v.s.

2019	
12,509	feet of sanitary sewer flushed
15,987	feet of sanitary sewer cut
-	feet of storm sewer cut
-	feet of storm sewer jetted
13,832	feet of sanitary sewer jetted
2,366	feet of sewer main televised
1,830	feet of storm main televised

	2020	v.s.	2019
Number of service calls:	2		1

	2020	v.s.	2019
Number of calls that were the City's problem:	0		0

	2020	v.s.	2019
Number of manholes vacuumed for the Water Department:	8		0

List department and how many catch basins/drains vacuumed within city departments:

Department	# hours worked/Vac Manholes-Catch basins
High Strength Waste Pit	3
Water Dept - Manholes vac'd	25

Other items to report: _____

SEWER REPORT FOR THE MONTH OF AUGUST 2020

2020	
25,558	feet of sanitary sewer flushed
565	feet of sanitary sewer cut
-	feet of storm sewer cut
-	feet of storm sewer jetted
19,449	feet of sanitary sewer jetted
2,486	feet of sewer main televised
2,408	feet of storm main televised

v.s.

2019	
13,911	feet of sanitary sewer flushed
10,938	feet of sanitary sewer cut
-	feet of storm sewer cut
-	feet of storm sewer jetted
32,733	feet of sanitary sewer jetted
550	feet of sewer main televised
1,027	feet of storm main televised

	2020	v.s.	2019
Number of service calls:	2		1

	2020	v.s.	2019
Number of calls that were the City's problem:	0		1

	2020	v.s.	2019
Number of manholes vacuumed for the Water Department:	3		3

List department and how many catch basins/drains vacuumed within city departments:

Department	# hours worked/Vac Manholes-Catch basins
High Strength Waste Pit	3
Water Dept - Manholes vac'd	4
Wastewater - Lift Stations	24
Wellfield Holding Tanks	4

Other items to report: _____



September 10, 2020

MEMO

RE: Application for Clean Water Fund and Scope with Donohue

Water and Sewerage Commissioners:

Our current plan for 2021 street reconstructions consists of streets that would allow us to reconstruct storm sewers on the north side of town in order to mitigate some of the localized flooding that happens during larger (or longer) rain events. We have been working for some time on alternatives for this issue. You'll recall that we engaged with Brown and Caldwell to model our storm sewer system and give us likely results for several different projects.

We've selected a route, consistent with streets that need reconstructing, that will go a long way toward mitigating the flooding issues in different areas of concern on the north side of town. I will gladly point this out on a map during our meeting.

Due to the size of sewers that are needed, and the related cost, it is appropriate that we apply for a low interest loan (which will very likely include principal forgiveness dollars) from the Clean Water Fund – a part of the Environmental Loans program of the State of Wisconsin. I have asked for a scope of services from Donohue and Associates to do this application for us and administer the loan portion of this project. That scope and the related fees follow this memo. We have worked with Donohue on these applications before.

I respectfully request permission to:

- Enter in to an agreement with Donohue for services related to the application and administration of a Clean Water Fund loan and the associated program. These services are proposed to not exceed \$15,000.
- Apply for a Clean Water Fund loan for the purpose of funding the stormwater portion of the 2021 street reconstruction project along with related construction necessary to fulfill the grant requirements.

Thank you for your consideration,



Joel Lemke
Director



ENGINEERING SERVICES AGREEMENT

Clean Water Fund Assistance for Storm Water (Project)

This Agreement is by and between:

City of Stevens Point (Owner)
Water and Sewage Treatment Departments
P.O. Box 243
300 Bliss Avenue
Stevens Point, WI 54481-0243

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

Assistance with funding of Owner designed and bid storm water project through the Clean Water Fund (CWF) program administered by Wisconsin Department of Natural Resources (WDNR).

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

A. Intent to Apply

Donohue will assist the Owner with development and submittal of the Intent to Apply for the Clean Water Fund Loan program by October 31, 2020, including developing project scope and addressing Wisconsin Department of Natural Resources comments regarding storm water treatment eligibility. To accomplish this task, Donohue will prepare and submit to WDNR, the online authorization certificate.

B. Clean Water Fund Application

Donohue will assist the Owner with preparation of the Clean Water Fund Loan application and compilation of required attachments. This process includes the following tasks:

1. In a teleconference with Owner personnel, discuss the items required for the loan application, assign responsibilities for each item; and request information from the Owner.
2. Develop schedule for completion of the various engineering, accounting and administrative sections of the CWF application.
3. Coordinate application preparation with Owner financial representative and staff as necessary.
4. Prepare draft CWF application for Owner review.
5. Incorporate Owner comments on draft CWF application
6. Submit CWF application via WDNR online system.

C. Bidding Documents

1. Provide required funding sections for Owner incorporation into bidding documents.
2. Obtain wage rates for Owner incorporation into bidding documents.

D. Loan Closing

Following bidding and contract award, prepare additional documents required for submittal as part of the CWF loan closing process including:

1. First disbursement request
2. Statement of land ownership (coordinated by Donohue, with preparation by City attorney)
3. Coordination of Financial Assistance Agreement with WDNR and DOA.

Deliverables

- Clean Water Fund Intent to Apply
- Draft Clean Water Fund Loan Application and attachments

- Final Clean Water Fund Loan Application and attachments
- Additional Loan Application Documents (required after Bidding)

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The Intent to Apply will be submitted by October 31, 2020. The CWF application will be submitted by September 30, 2021. Loan closing will be determined by the Owner's schedule for project construction.
2. Donohue's services under this Agreement will be considered complete when Donohue submitted the CWF application as described under Scope of Services.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$15,000.
- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

**City of Stevens Point
Department of
Public Utilities &
Transportation**



**Joel C Lemke
Director
Phone: 715-345-5266
jlemke@stevenspoint.com**

September 10, 2020

MEMO

RE: Progress billing and invoicing for the school fiber project

Water and Sewerage Commissioners:

Following last month's meeting, there was a request for some information surrounding the status of cash-flow related to the fiber optic project we are constructing for the school district. Below is a summary of bills received and invoices created for that project.

Fiber Optic School District Invoicing						
Multimedia Communications			Stevens Point Area School District			
Date	Invoice	Amount	Date	Invoice	Amount	Paid
11/14/2019	3285	\$ 23,238.93	11/19/2019	1927	\$ 23,238.93	12/16/2019
12/6/2019	3307	\$ 29,049.02	12/6/2019	1938	\$ 29,049.02	2/4/2020
1/7/2020	3319	\$ 34,859.11	1/9/2020	1947	\$ 34,859.11	2/4/2020
2/5/2020	3343	\$ 21,787.48	2/5/2020	1960	\$ 21,787.48	2/26/2020
2/5/2020	3344	\$ 350.00	2/5/2020	1961	\$ 350.00	2/26/2020
3/4/2020	3358	\$ 7,262.97	3/5/2020	1974	\$ 7,262.97	3/25/2020
3/4/2020	3359	\$ 6,200.00	3/5/2020	1975	\$ 6,200.00	3/25/2020
4/1/2020	3383	\$ 10,474.80	4/1/2020	1982	\$ 10,474.80	4/29/2020
5/5/2020	3402	\$ 15,031.08	5/6/2020	1987	\$ 15,031.08	5/28/2020
6/3/2020	3433	\$ 23,693.43	5/28/2020	1994	\$ 485,426.33	5/29/2020
6/30/2020	3462	\$ 21,214.05	6/3/2020	1995	\$ 631,636.06	6/25/2020
8/6/2020	3497	\$ 20,182.05	6/3/2020	1996	\$ 23,693.43	6/25/2020
9/3/2020	3529	\$ 7,998.00	7/9/2020	2004	\$ 21,214.05	7/21/2020
			7/21/2020	2010	\$ 542,551.28	8/11/2020
			8/6/2020	24	\$ 20,182.05	8/24/2020
Elexco						
Date	Invoice	Amount				
5/28/2020	80995	\$ 485,426.33				
6/30/2020	81078	\$ 392,379.07				
Total Invoices from Vendors			Total Invoices to School District			
	\$1,099,146.32			\$1,872,956.59		