



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

STREETS, BUILDINGS & UTILITIES COMMITTEE

Markesan City Hall

June 6, 2023

Immediately following Finance, Personnel & Safety Committee

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

Water & Sewer Department Report

- 2022 CMAR Report
- Discussion and Action on 2022 CMAR Report – Resolution # 01-2023
- Discussion and Action on WI DNR 2023 Environmental Fee Invoice for \$3,294.77
- Discussion and Action on Bids for Water Tower Inspection
- Discussion and Action on Bids for Pump Base and Wear Ring for Willow Court Lift Station
- Discussion and Action on Bids for Cleaning 50,000 Gallon Septage Receiving Tank

New Business

- Discussion and Update on 75 N Main St.
- Discussion and Action on City Wide Sidewalks Assessment

Old Business

- Discussion and Action on Preventative Equipment Maintenance Reporting Form from Public Works and Water/Sewer Departments
- Discussion and Update on 531 W. John St., Lot 3 Property Maintenance

Review Land Use Permits

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: City Hall
ERGO Bank Post Office
www.markesanwi.gov

Dated June 2, 2023
Elizabeth Amend, Clerk-Treasurer

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Items to address:

1. Resolution needed for the 2022 CMAR. We received all A's.
2. Invoice from the DNR for 2023 Environmental Fee in the amount of \$3,294.77. This is an annual fee based off what the treatment plant discharges to the river.
3. Bids for water tower inspection. The water tower is due for its 5 year inspection per the DNR. I have 2 quotes. One quote is from Lane Tank for \$1,950.00. They have done almost all the work on our tower. The other quote is from KLM Engineering for \$3,200.00. I would recommend using Lane Tank.
4. Bids for pump base and wear ring for willow court lift station. These pumps were put in service right after the flood in 2008. There is a 15 hp pump and two 30 hp pumps. The 15 hp does most of the pumping to save on cost but it also has the most wear. It is currently pumping more than it is at rest. We pulled the pump to inspect the impeller and to make sure it isn't plugged. We also pulled the check valve apart to make sure it was working and cleaned the lift station and ran camera through the suction piping. Everything checked out ok. We then had Tony come take a look to get his input and met with Rick Bartelt from L.W. Allen. It was determined that the pump base is worn and needs to be replaced. L.W. Allen quote for new pump base and wear ring is \$6,872.20. The quote from Primex for the same pump base and ring is \$7,250.00. I would recommend getting the pump base from L.W. Allen.
5. Bids for cleaning 50,000 gallon septage receiving tank. I have one bid from Speedy Clean in the amount of \$3,490.00 and a bid from Great Lakes Tv Seal Inc. for \$2,500.00. I recommend Great Lakes for \$2,500.00. This tank was installed as part of the treatment plant upgrade in 2018-2019. It was cleaned for the first time last year by Speedy Clean. It took them all day to clean 2 of the 3 sections of the tank. The first section of the tank was left uncleaned because it had about 3 feet of sand and grit and we ran out of time. They would have had to come back with more men to shovel it out so Tony and I decided to leave it until this year to include it in the bid. We took in \$55,474.50 last year from holding and septic waste. Removing the sand will save on pump wear and prevent added suspended solids which is part of our environmental fee.

Compliance Maintenance Annual Report

Markesan Wastewater Treatment Facility

Last Updated: Reporting For:
5/16/2023 2022

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

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

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

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

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

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

G.P.A. = 4.00

Compliance Maintenance Annual Report

Markesan Wastewater Treatment Facility

Last Updated: Reporting For:

5/16/2023

2022

Grading Summary

WPDES No: 0024619

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

CITY OF MARKESAN

RESOLUTION NO. 01-2023

COMPLIANCE MAINTENANCE RESOLUTION
CMAR REPORT YEAR 2022

BE IT RESOLVED, that the City of Markesan informs the Wisconsin Department of Natural Resources that the following actions were taken by the Common Council:

1. Reviewed the Compliance Maintenance Annual Report which is attached to this Resolution.
2. Set forth the following actions necessary to maintain effluent requirements contained in the WPDES Permit:
 - a. That Jeffrey Heberer and Matt Mace of the Wastewater Treatment Plant be commended for continuing their successful maintenance program.
 - b. That this maintenance program be continued and revised, as necessary, to provide the best possible system for maintenance.

Adopted by the Common Council of the City of Markesan this 13th day of June, 2023, by a roll call vote of _____ Aye, _____ Nay, _____ Absent, _____ Abstain.

CITY OF MARKESAN

Rich Slate, Mayor

ATTEST:

Elizabeth Amend, City Clerk-Treasurer



WI Department of Natural Resources 2023 Environmental Fee Invoice

Descriptions of what you are being billed for are on the back side of this page

For additional questions please contact:

Laboratory Certification fees	Tom Trainor	tom.trainor@wisconsin.gov	(920)412-5970
NR101 Wastewater fees	Taylor Steager	taylor.steager@wisconsin.gov	(608)264-6285
Wastewater Groundwater fees	Taylor Steager	taylor.steager@wisconsin.gov	(608)264-6285

ANTHONY DORO
 MARKESAN WASTEWATER TREATMENT FACILITY
 N6332 CTY D
 PRINCETON WI 54968

Invoice for Facility ID: 424004680
 MARKESAN WASTEWATER TREATMENT FACILITY
 461 W MANCHESTER ST
 MARKESAN WI 53946

This first page contains the total amount due for your facility. The second page contains an itemized listing of the fees for your records.

Attention:

If you pay by check, you **must include the payment stub** at the bottom of your invoice for your payment to be processed on time and to avoid a possible late fee. If you pay on-line, you will be asked to provide the invoice number below.

To ensure quality on time service in the future please assist with the following:

- Ensure that we have the most current email address on file.
- If your email address changes please inform the contact listed at the top of this invoice.
- Please add DNREnvironmentalFees@wisconsin.gov to your contacts list and mark as not SPAM.

Detach and enclose this portion with your check payable to Wisconsin DNR

If billing address is incorrect, please show changes:

ANTHONY DORO (email: markesan001@centurytel.net)
 MARKESAN WASTEWATER TREATMENT FACILITY
 N6332 CTY D
 PRINCETON WI 54968

Invoice No: **424004680-2023-1**
 Invoice Date: **05/21/23**
 Amount Due: **\$3,294.77**
 Date Due: **06/20/23**

Please mail to:
 Wisconsin DNR - Environmental Fees
 PO Box 93192
 Milwaukee, WI 53293-0192

Pay by credit card or e-check at <http://dnr.wi.gov/epay>



Laboratory Certification/Registration Fees:

Fees and acceptable reference sample results are required by NR 149 to renew your Wisconsin Laboratory Certification or Registration. The renewal fee is calculated based on your current status. To avoid a late fee and expiration, this fee should be paid by the due date regardless of whether other fees on this statement are in dispute. This fee covers your laboratory's certification or registration for the period of September 1, 2023 - August 31, 2024.

NR 101 Wastewater Fees:

Fees are required by NR 101, s. 283.31(8) and s. 299.15, Wis. Statutes. The fee can be a \$95 CAFO fee and/or either a \$250 or \$500 base fee or an averaged discharge fee, based on information you reviewed on the annual NR 101 Wastewater Report. This fee covers calendar year 2022 wastewater discharges.

Wastewater Groundwater Fees:

Fees are required for facilities that dispose wastewater and/or sludge on the land by section 283.31(7), Wis. Statutes. The fee is \$100 for land disposal of either wastewater or sludge, or \$200 for both. This fee covers calendar year 2022 discharges.

WI Department of Natural Resources 2023 Environmental Fee Invoice

Page 2 - Itemized Fees as of May 21, 2023

Name: **MARKESAN WASTEWATER TREATMENT FACILITY**

Facility ID: **424004680**

Lab Certification Fees

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
Renewal Base Fee	10	Rvu	\$76.50/RVU	\$765.00	\$0.00	\$765.00
Renewal Matrix Fee	5	Rvu	\$76.50/RVU	\$382.50	\$0.00	\$382.50
Renewal Tech/Class Fee - Aqueous	6	Rvu	\$76.50/RVU	\$459.00	\$0.00	\$459.00
Total				\$1,606.50	\$0.00	\$1,606.50

NR101 Wastewater Fee Adjustment Factor for 2019 is 2.4510 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
BOD5, Total	5185.8	Pounds	\$.0400			
BOD5, Total	4378.8	Pounds	\$.0330			
Nitrogen, Ammonia (NH3-N) Total	1685.8576	Pounds	\$.0770			
Nitrogen, Ammonia (NH3-N) Total	372.9705	Pounds	\$.1850			
Nitrogen, Ammonia (NH3-N) Total	867.1074	Pounds	\$.1080			
Phosphorus, Total	458.9324	Pounds	\$.3400			
Suspended Solids, Total	2703.4	Pounds	\$.0400			
Suspended Solids, Total	2213.2	Pounds	\$.0330			

NR101 Wastewater Fee Adjustment Factor for 2020 is 2.4510 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
BOD5, Total	7623.7	Pounds	\$.0330			
BOD5, Total	5150.7	Pounds	\$.0400			
Nitrogen, Ammonia (NH3-N) Total	426.6624	Pounds	\$.1850			
Nitrogen, Ammonia (NH3-N) Total	1533.7555	Pounds	\$.0770			
Nitrogen, Ammonia (NH3-N) Total	242.4885	Pounds	\$.1080			
Phosphorus, Total	505.5157	Pounds	\$.3400			
Suspended Solids, Total	3667.3	Pounds	\$.0330			
Suspended Solids, Total	2215	Pounds	\$.0400			

NR101 Wastewater Fee Adjustment Factor for 2021 is 2.4510 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
BOD5, Total	2207.8	Pounds	\$.0330			
BOD5, Total	2943	Pounds	\$.0400			
Nitrogen, Ammonia (NH3-N) Total	64.1097	Pounds	\$.0770			
Nitrogen, Ammonia (NH3-N) Total	61.2437	Pounds	\$.1850			
Nitrogen, Ammonia (NH3-N) Total	81.4456	Pounds	\$.1080			
Phosphorus, Total	497.7498	Pounds	\$.3400			
Suspended Solids, Total	1379.6	Pounds	\$.0400			
Suspended Solids, Total	1124.9	Pounds	\$.0330			

NR101 Wastewater Fee Adjustment Factor for 2022 is 2.4510 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
BOD5, Total	1459	Pounds	\$.0400			
BOD5, Total	1802.5	Pounds	\$.0330			
Nitrogen, Ammonia (NH3-N) Total	402.2383	Pounds	\$.0770			
Nitrogen, Ammonia (NH3-N) Total	9.8223	Pounds	\$.1850			
Nitrogen, Ammonia (NH3-N) Total	34.2542	Pounds	\$.1080			
Phosphorus, Total	274.172	Pounds	\$.3400			
Suspended Solids, Total	480.6	Pounds	\$.0330			
Suspended Solids, Total	703.6	Pounds	\$.0400			

NR101 Wastewater Fee Adjustment Factor for 2023 is 2.4510 Permit WI-24619

NR101 Wastewater Fee Adjustment Factor for 2023 is 2.4510 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
BOD5, Total	1853.9	Pounds	\$.0400			
BOD5, Total	2690.4	Pounds	\$.0330			
Nitrogen, Ammonia (NH3-N) Total	1132.4542	Pounds	\$.0770			
Nitrogen, Ammonia (NH3-N) Total	57.847	Pounds	\$.1080			
Nitrogen, Ammonia (NH3-N) Total	276.0037	Pounds	\$.1850			
Phosphorus, Total	168.6397	Pounds	\$.3400			
Suspended Solids, Total	855.3	Pounds	\$.0330			
Suspended Solids, Total	860	Pounds	\$.0400			

NR101 Wastewater Fee Average for year 2023 Permit WI-24619

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
Average BOD5, Total	5	Years	Fee	\$627.90	\$0.00	\$627.90
Average Nitrogen, Ammonia (NH3-N) Total	5	Years	Fee	\$353.79	\$0.00	\$353.79
Average Phosphorus, Total	5	Years	Fee	\$317.50	\$0.00	\$317.50
Average Suspended Solids, Total	5	Years	Fee	\$289.08	\$0.00	\$289.08
Total				\$1,588.27	\$0.00	\$1,588.27

Wastewater Groundwater Fees

<i>Fee Category</i>	<i>Quantity</i>	<i>Units</i>	<i>Rate</i>	<i>Total Fee</i>	<i>Amt Paid</i>	<i>Balance Due</i>
Disposal of Sludge/Solids		Fee	\$100.00	\$100.00	\$0.00	\$100.00

Total Environmental Fee

\$3,294.77



LANE TANK COMPANY INC.

WATER TOWER PAINTING & REPAIR • INSPECTIONS

PROPOSAL

Date
April 26, 2023

PROPOSAL SUBMITTED TO: CITY OF MARKESAN <i>Attn: Tony Doro, W & WW Supt.</i> P. O. Box 352 Markesan, WI 53946	BUSINESS OFFICE: P.O. Box 500 • Menomonie, WI 54751 Office: 715-235-3110 • Fax: 715-235-5385 lanetank@charter.net
Job Name: 200,000 Gallon Elevated Water Storage Tank	

We hereby submit specifications and estimates for: Inspecting the elevated water storage tank as follows:

The Utility will lower the water level in the tank to one-half capacity or lower. Contractor will inspect the interior and exterior of the tank and send a DNR Inspection Report including recommendations and, if feasible, pictures to the Utility.

This work will be done on a mutually agreed upon date in the 2023 season.

A certificate of insurance showing five million dollar umbrella coverage on all liabilities will be submitted before the work is started.

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of: *** **One Thousand Nine Hundred and Fifty** ***dollars (\$**1,950.00**) Due and payable within thirty (30) days of receipt of written report.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: *Mary Lane* Vice-President
 LANE TANK CO., INC.

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: _____

Signature: _____
 (Customer Sign Here)

Signature: _____
 (Customer Sign Here)

SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- ◆ Roof structure (size and style).
- ◆ Vents (size and style).
- ◆ Roof manways (size and style).
- ◆ Ventilation manways (size and style).
- ◆ Overflow weir and pipe (size and style).
- ◆ Support column (size and style).
- ◆ Capacity level and head range.
- ◆ Inlet/outlet pipe.
- ◆ Mud ring.
- ◆ Site dimensions.
- ◆ Safety considerations.
- ◆ Drains.
- ◆ Floor condition.
- ◆ Pitting on piping.
- ◆ Ladders, cages, platforms and handrails.
- ◆ Base pad condition, including Flexcell and grout.
- ◆ Screens on vents and overflows.
- ◆ Overflow air breaks, splash pads and drainage.
- ◆ Safety devices.

OWNER’S RESPONSIBILITIES

The Owner’s personnel shall also be responsible for:

- ◆ Set the water at, or near, the high-water operating level.
- ◆ Cease the water inlet and outlet operation during the ROV inspection.
- ◆ Taking and testing water samples, as required.
- ◆ Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

FEES

The fee for the above-referenced scope of work is \$3,200.00

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between the City of Markesan and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

ADDITIONAL INFORMATION

Additional information can be found at KLM’s website at: www.klmengineering.com

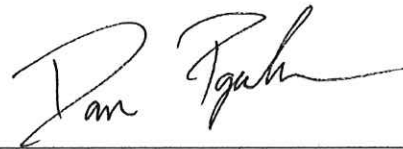
AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If the City of Markesan finds the proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the City to coordinate an evaluation date. Upon delivery of the report to the City, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between the City of Markesan of Markesan, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CITY OF MARKESAN
150 S. Bridge St.
Markesan, WI 53946

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Signature

Name

Dan Popehn

Name

Title

Director of Business Development

Title

Date

May 8, 2023

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopohn@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2023.04.07

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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PROPOSAL



L.W. ALLEN, INC.

4633 Tompkins Drive - Madison, WI 53716

A Full Service Distributor

Phone 608.222.8622

Fax 608.222.9414

PUMPS – CONTROLS – REPAIR CENTER

Markesan

PROPOSAL ID: 03142023RB

Attn: Jeff

REFERENCE: Fairbanks Pump

jheberer@markesanwi.gov

LOCATION: Willow Ct Lift Station

BID DATE: 5/18/23

<p align="center"><u>FREIGHT IS F.O.B. ORIGIN</u></p> <p><input type="checkbox"/> ALLOWED <input type="checkbox"/> PREPAID & ADD <input checked="" type="checkbox"/> COLLECT</p>	<p>TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS</p> <p align="center">PRICES DO NOT INCLUDE SALES OR USE TAXES</p>
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ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		L.W. Allen is pleased to provide a quotation for the following equipment and services.	
		Willow Court Lift Station	
A	1	<p>Furnish One (1) Fairbanks complete pump base with SST wear ring is \$ 6,872.20. This would include gaskets as well.</p> <p>Not Included: Freight, Installation, Piping, Fittings, By-Pass Pumping, Electrical Panel Installation, Conduit work, Concrete work, Gauges, Shut-off Valves, pump carrier systems, tests, special paint coatings (other than standard), special features in motor (other than standard) or start up. Alignment is always affected during transportation – site alignment is required after installation and is the responsibility of the installing contractor. All required seal water lines, filters, etc. need to be installed and operational at the time of start-up. This is the responsibility of the installing contractor.</p>	\$ 6,872.20

ACCEPTED THIS _____ DAY OF _____, 20____

PRICE FIRM FOR 30 DAYS

NAME OF PURCHASER

SUBMITTED THIS: May 18, 2023

BY: _____
NAME & TITLE

L.W. ALLEN, INC.-BY: _____
Rick Bartelt

Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Delivery: Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

Payment: Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

Indemnification and Default: In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or changes, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

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

Warranty and Liability: Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

Operation/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.

Name	Customer	Proposal#	Due/Bid Date
Willow Ct Lift Station	Markesan	20214869	

Scope

Primex is pleased to provide the following equipment for your consideration.

1. Furnish One (1) Fairbanks complete pump base with SST wear ring is

This would include gaskets as well.

2. Services

1. Engineering
2. Submittals
3. O&M Manuals
4. Startup and Commissioning
5. Warranty as specified
6. Freight (FOB Shipping Point - Prepaid and Allowed)

Items specifically not included in this proposal

1. Sales or use tax
2. Installation of equipment and job site labor other than as specified
3. Receiving and storage of equipment on the job site
4. Anchor bolts, reducers, elbows, bushings, piping, fittings, gauges, valves, seal water system and/or accessories
5. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list
6. Bid, performance, payment and/or equipment bond of any kind
7. Field Terminations
8. Permits

Proposal Amount \$ \$ 7,250.00 USD

Freight Terms: FOB Origin, Freight Prepaid and Add

Respectfully submitted by,



Todd Holtz

Municipal

Todd.Holtz@primexcontrol.com

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

Signature

Name Print/Type

Official Position

Date

Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit - PRIMEX

PRIMEX is a trademark in the SJE family of products.:

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from Buyer. The quantity of the submittal drawing sets will be specified in the purchase order or contract documents. Complex submittal packages will be subject to a documentation upgrade fee. Buyer must return to PRIMEX two (2) final approved drawing sets; such return shall constitute notice to PRIMEX of final acceptance of Buyer of such drawing sets and binding indication to PRIMEX to proceed with manufacturing. If Buyer's order is conditioned upon "engineer approval", Buyer must also provide written notification of such approval to PRIMEX with such drawing sets in the form required pursuant to the submittal. If an order is cancelled after a submittal has been provided, the order will be subject to a cancellation fee.

Prices and Taxes: Non-project or replacement parts are shipped pre-paid and added to any service-related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for payment of all taxes.

Operations/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation or order with additional copies at \$300.00 each.

Restocking Fees:

Switches and alarms: 25% of net invoice price.

Engineered Custom Panels: cannot be returned.

PRIMEX reserves the right to adjust restocking fees at any time without notice.

Warranty and Liability: Such warranties typically do not cover force majeure or Acts of God. All warranties shall be immediately voided if any party other than a PRIMEX employee or authorized representative makes any changes, additions, deletions, or adjustments to the Goods, software or computers provided by PRIMEX.

PRIMEX shall not be liable for any damages, charges for labor, or expenses incurred in making repairs or adjustments to the Goods without prior written approval of PRIMEX. PRIMEX shall not be liable for any damages, charges or expenses sustained in the adaptation or use of the engineering data or service by Buyer or any third party. PRIMEX shall not be liable for start-up or any other field work performed by personnel other than an employee or authorized representatives of PRIMEX, unless expressly approved in writing in advance by PRIMEX.

Warranty and Liability: Two-Year Limited Warranty Policy

Effective for the Goods manufactured after June 1, 2019. PRIMEX warrants to Buyer that the Goods shall be free of manufacturing defects for two (2) years from product shipment unless otherwise specified in writing. The two-year warranty does not apply to:

- Motor start kit components. PRIMEX provides a limited warranty on motor start kit components supplied by PRIMEX for one (1) year. PRIMEX makes no warranties of any type with respect to motor start kits supplied by Buyer.
- Pressure transducer products. PRIMEX provides a limited warranty for one (1) year.
- Any software or related services provided in conjunction with the Goods, all of which are subject to the terms and conditions set forth in the applicable end user license agreement.



1380 Earl Street
 Menasha, WI 54952
 920-734-4707

Quote

Date	Estimate
5/18/2023	2156

Name / Address	Service Point
City of Markesan Attn: Tony PO Box 352 Markesan, WI 53946	

Scope of Work	Total
Vacuum grit and sludge from holding tank at the Waste Water Treatment Plant. Cost includes - Jet/Vac truck, confined space entry equipment, men and travel. NOTE: This cost also assumes that we will be using the same dump site you provided last year.	3,490.00

Total **\$3,490.00**

PLEASE REVIEW, IF ACCEPTED WITHIN 30 DAYS SPEEDY CLEAN WILL HONOR PRICING
 If prevailing wages apply, please contact us to adjust this quote accordingly.
 Quantities are estimated – Actual quantities will be invoiced.

Proposal Approval: Please sign quote and e-mail back to info@speedycleaninc.com or mail to:

Speedy Clean, Inc
 1380 Earl St.
 Menasha, WI 54952

Signature _____ Date: _____

HOLD HARMLESS DISCLAIMER:
 Due to the unique nature of the tasks and the unknown pipe conditions, completion of the work may not be possible. In good faith, Speedy Clean will make every possible effort to perform the work described or will determine that other methods will be needed to complete the repair; at that time, price will revert to a time and materials basis.



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number
20776

Quote Date
May 3, 2023

Quoted to:

CITY OF MARKESAN
 P. O. Box 352
 461 W. Manchester
 Markesan, WI 53946

Page
1

Quote Good Thru	Payment Terms	Sales Rep
6/2/23	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
CLEAN SEPTAGE RECEIVING TANK	.			
CLEAN THREE SETTLING TANKS	L SUM	1.00	2,500.000	2,500.00

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount(s) to this quote.

Subtotal	2,500.00
Sales Tax	
Total	2,500.00

RECEIVED MAY 16 2023

Sherry Trappen Estate
PO Box 211
75 N. Main St
Markesan, WI 53946

May 10, 2023

City of Markesan
150 S Bridge St
PO Box 352
Markesan, WI 53946

To Whom it Concerns:

As we approach the timeline put forth last fall regarding putting a plan together for the property of the late Sherry Trappen, we want to inform you of where we are at.

We are still working towards closing the estate, including the property, by the end of the year. We have received some estimates for the repairs to the outside of the house. We will be reviewing these as we continue making progress towards closing the estate.

As we turned this corner of the new year, we had an unexpected hiccup which has taken us away from making addition progress on this property. In February, our local business, Markesan Econ-O-Wash, had a fire. We have had to focus on cleaning up and putting Markesan Econ-O-Wash back together so this resource can get back open for the community. As that project wraps up, it will open additional time for us to focus back on the property of Sherry Trappen.

Thanks,

Mark & Sharon Lieske, Amanda Wendt, Amber Stoll, Amaris Odyia

NAME of Equipment : Rotor #1

Location of Equipment : Ditch
east Rotor

Duties to Perform : grease

How often duties should be performed :
1 time per month

Location of Operator's Manual :

Hours	Date Performed	Remarks	By whom
11256	2-4-21		JN
11665	3-4-21		JN
12229	4-2-21		JN
13067	5-10-21		JN
13721	6-8-21		JN
14196	7-2-21		JN
14675	8-5-21		JN
15361	9-2-21		JN
16197	10-7-21		JN
16841	11-4-21		JN
17376	12-2-21		JN
18019	1-4-22		JN
18808	2-11-22		JN
19261	3-8-22		JN
19855	4-8-22		JN
20560	5-10-22		JN
21147	6-10-22		JN
21814	7-7-22		JN
23100	9-14-22		JN
23637	10-12-22		JN
24141	11-11-22		TD MM
24471	12-5-22		MM
24837	1-5-23		MM
25474	2-14-23		MM
26179	3-3-23		MM

12-10-20 2030 HRS Changed front & rear Diff & Trans Oil & Filter
 Adjusted Valves - Trans Calibration
 Fixed return to dig & Ride Control

JOHN DEERE PAYLOADER

DATE	MILEAGE/HOURS	MAINTENANCE PERFORMED
11-21-22		Greased
12-8-22	2358 HRS	Headlight bulb replace Part# BP2470/H3-N (Napa)
12-14-22	2359 HRS	Fuel/Oil Filter change 3.1 gallon 15W-40
1-09-23		Greased
2-1-23		Greased
2-6-23		Added Hydro fluid
2-14-23		Greased ✓ fluids
3-1-23		Greased
3-14-23	2532 HRS	Rebuilt Alt. 80 Amp *658.84 - 75 = *583.84
5-8-23		Air Filter Blown out / Greased

Fuel filter - RE5Y1922
 Final H₂O - RE 522878
 Oil filter - RE504836
 Oil - TY6389

JOHN DEERE MOWER

DATE	MILEAGE/HOURS	MAINTENANCE PERFORMED
12/13/22	566 Hours	Oil/fuel filter change 4.5 quarts JD 10-30
4/23		Greased
5/8/23		Greased
5/24		Greased New blades
5/25		Air filter change
5/30		Greased / Ran brush hog

Oil Filter - M806419
fuel filter - M114803127



Betsy Amend <bamend@markesanwi.gov>

Fwd: Trailer number 3. Updates

1 message

531 W. John St - lot 3

Rachel Heiling <rheiling@markesanwi.gov>
To: Betsy Amend <bamend@markesanwi.gov>

Fri, May 12, 2023 at 7:59 AM

Rachel Heiling

Deputy Clerk-Treasurer
City of Markesan
P - 920-398-3031
F - 920-398-3991

----- Forwarded message -----

From: **Nikki McDougal** <mcdougalnikki94@gmail.com>
Date: Tue, May 9, 2023 at 12:15 PM
Subject: Re: Trailer number 3. Updates
To: Rachel Heiling <rheiling@markesanwi.gov>

Hello Rachel. Please let board know the siding is completed minus a few strips and back porch has been redone to look more eye pleasing. All we have to now is pressure wash. Please let me know if they are still looking for anything else that we missed. Thank you Nikki McDougal.

On Fri, Apr 28, 2023, 7:58 AM Rachel Heiling <rheiling@markesanwi.gov> wrote:
Thank you!

Rachel Heiling

Deputy Clerk-Treasurer
City of Markesan
P - 920-398-3031
F - 920-398-3991

On Thu, Apr 27, 2023 at 5:20 PM Nikki McDougal <mcdougalnikki94@gmail.com> wrote:

All the siding should be done by May 13. And as we know there was nothing else the city was asking for that we have not already done.