

AGENDA

**NEENAH WATER UTILITY
REGULAR WATER COMMISSION MEETING
Monday, November 18, 2019
4:30 P.M.
Hauser Room – City Hall**

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

1. Approve Regular Meeting Minutes for October 21, 2019 (Attachment)
2. Approve the Invoices for October 2019 (Attachment)
3. Appearances
4. Old Business/New Business
 - A. Award Chemical Bids for 2020-2021 (Attachment)
 - B. Approve Final Payment for Chemical Feed and Delivery Upgrade Contract 3512-18-01 (Attachment)
 - C. Director's Report (Attachment)
 - D. Any Other Business That May Legally Come Before the Commission
 - E. Adjournment

*In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **Water Utility Administrative Assistant at 920-886-6180** or the **City's ADA Coordinator at (920) 886-6106** or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.*

MINUTES OF THE NEENAH WATER WORKS COMMISSION

Regular Meeting – October 21, 2019

The Hauser Room – City Hall

Present: President Kaufert; Commissioners: Schmeichel, Lang, Smaby; and Director Mach

Excused: Commissioner Boyette

Also Present: HR Director Kehl, Assistant City Comptroller Kahl, and Accounting Specialist Lehner

President Kaufert called the meeting to order at 4:33 p.m.

Approve Regular Meeting Minutes for September 16, 2019 –

Following discussion, **M.S.C. Lang/Schmeichel to approve the September 16, 2019 Regular Meeting Minutes.** All voting aye.

Approve the Invoices for September 2019 –The Commission questioned the refunded charges from The Home Depot Pro. Director Mach explained that these charges were incurred after an employee credit card was compromised. These charges were discovered and refunded. The employee notified the Finance department immediately upon discovery and the card was cancelled.

Following discussion, **M.S.C. Schmeichel/Smaby to approve the September 2019 invoices.** All voting aye.

Appearances – The Commission was introduced to Accounting Specialist Lehner.

Old Business/New Business

Approve Salary Plant Recommendations – Director Kehl presented a memo explaining the recommendations from Carlson Dettmann Consulting. Two employees had requested a classification review as part of the City salary plan as adopted by the Waterworks Commission. Charlie Carlson reviewed the Water Filtration Plant Electrical Technician position and recommended no grade change, but a 5% pay rate increase in order to keep the position market competitive and maintain internal equity. Furthermore, Mr. Carlson reviewed the Water Department Administrative Assistant position and recommended a two (2) grade increase for the position, with a corresponding 5% increase for each grade increase. Commissioner Lang inquired about the previously increased grade for the Water Filtration Plant Electrical Technician. Director Mach indicated that this position received a one (1) grade increase approximately one year ago, but at that time there was no corresponding increase in pay.

Following discussion, **M.S.C. Smaby/Lang to approve the Salary Plan Recommendations.** All voting aye.

Accept 3rd Quarter Financial Report – Assistant City Comptroller Kahl and Director Mach presented the 3rd Quarter Financial Report. The Commission questioned the increase in the Transmission and Distribution Expenses line. Director Mach explained that the increases are due to increases in the Meter Expense, Customer Installation, Miscellaneous, Mains, and Hydrants subaccounts. The largest increase in the Mains account is due to increased water main repairs and replacement activities.

Water Commission Regular Meeting Minutes
October 21, 2019
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Following discussion, **M.S.C. Lang/Schmeichel to accept and place on file the 3rd Quarter Financial Report**. All voting aye.

Director's Report –

1. Non-Billable Water Report 10.03% (June, July, August) down from 12.64% (May, June, July).
Note: Usage has been estimated from a large customer due to a failure of the endpoint.
2. Change Order No. 2 for Contract N0003-9-18-00888 Courtney Court Sanitary Sewer, Water Main, Storm Sewer and Street reconstruction in conjunction with the Town of Neenah to Robert J. Immel Excavating, Inc. in the amount of \$837.10. This change order was approved by the Town of Neenah Town Board at the September 23, 2019 meeting.
3. Pay Request No. 1 for Contract N0003-9-18-00888 Courtney Court Sanitary Sewer, Water Main, Storm Sewer and Street reconstruction payable to the Town of Neenah in the amount of \$103,298.33. This pay request includes Change Order No. 1 and 2 and was approved by the Town of Neenah Town Board at the September 23, 2019 meeting. Note: The Town of Neenah will invoice the City of Neenah for this pay request.
4. Change Order No. 1, Contract 2-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, and Thomas Court to Robert J. Immel Excavating, Inc., Greenville, WI, in the amount of \$21,756.80. This change order was approved by the Board of Public Works at the October 9, 2019 meeting.
5. Pay Estimate No. 6, Contract 2-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street for \$13,182.50, Stanley Court for \$7,974.30, and Thomas Court for \$6,900.00 to Robert J. Immel Excavating, Inc., Greenville, WI. This pay estimate was approved by the Board of Public Works at the October 9, 2019 meeting.
6. WE Energies claim for natural gas service repair.
7. Recognition of Commissioner Smaby for 25 years of service to the Waterworks Commission.
8. The next Water Commission Meeting is scheduled for November 18, 2019.

Following discussion, **M.S.C. Smaby/Schmeichel to accept the Director's Report and place on file**. All voting aye.

Any Other Business That May Legally Come Before the Commission – None

Adjournment – **M.S.C. Smaby/Lang to adjourn at 5:14 p.m.** All voting aye.

Respectfully submitted,



Anthony L. Mach
Director, Neenah Water Utility

WATER UTILITY CASH ACTIVITY
October 2019

Cash Balance October 1, 2019		\$1,272,464
Cash Receipts		
Water Collection Receipts	852,687	
Other Water Receipts	15,554	
Water Service Installations	28,941	
		<u>897,182</u>
Cash Distributions		
Check Register	76,249	
P-Card Register	31,012	
Reserve for Debt Service	203,227	
Replacement Fund Reserves	30,250	
Disbursements to the City	<u>179,198</u>	
		<u>519,936</u>
Cash Balance October 31, 2019		<u><u>\$1,649,710</u></u>

OCT DISBURSEMENTS TO THE CITY

Payroll	\$133,367
Payroll Benefits	39,161
Vehicle Fuel & Fluids	1,435
Vehicle Maintenance	1,866
Postage	26
Water Bills	1,088
IS Services	<u>2,255</u>
Total Disbursements to the City	<u><u>\$179,198</u></u>

REPLACEMENT FUND RESERVES AS OF OCTOBER 2019

Sludge Lagoon	\$2,717,349
Vehicles	172,627
Painting Towers	87,406
Painting Hydrants	<u>41,000</u>
Total Replacement Fund Reserves	<u><u>\$3,018,382</u></u>

VENDOR NAME	CHECK #	CHECK DATE	TRANS INV#	CODE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
WATER REFUND VENDOR	48356	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 10-00327-00-02 434 W NORTH WATER ST	50.79
						CHECK TOTAL -	50.79
WATER REFUND VENDOR	48357	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 06-00371-00-11 1417 HARRISON ST	82.43
						CHECK TOTAL -	82.43
WATER REFUND VENDOR	48358	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 03-00364-52-02 675 S GREEN BAY RD	19.41
						CHECK TOTAL -	19.41
WATER REFUND VENDOR	48360	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 22-00173-00-00 1315 GREEN ACRES LN	126.98
						CHECK TOTAL -	126.98
WATER REFUND VENDOR	48361	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 02-00068-00-03 423 VAN STREET	200.00
						CHECK TOTAL -	200.00
GRAYMONT WESTERN LIME INC	48365	10/03/2019	137511RI	AP	400-0401-770-6410	HYDRATED LIME	3,055.72
						CHECK TOTAL -	3,055.72
WATER REFUND VENDOR	48369	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 742 FAIRWOOD DR #4	52.13
	48369	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 776 MADISON ST	25.39
						CHECK TOTAL -	77.52
WATER REFUND VENDOR	48380	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 27-00135-00-00 416 CAMBRIDGE CT	172.38
						CHECK TOTAL -	172.38
WATER REFUND VENDOR	48382	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 36-00517-70-00 2523 WALLACE AVE	85.65
						CHECK TOTAL -	85.65
WATER REFUND VENDOR	48387	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 12-00654-00-01 220 HEWITT ST	133.42
						CHECK TOTAL -	133.42
WATER REFUND VENDOR	48389	10/03/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 22-00463-34-03 1531 WHITETAIL DR	166.90

VENDOR NAME	CHECK #	CHECK DATE	TRANS		DESCRIPTION	TRANSACTION AMOUNT
			INV#	ACCOUNT NUMBER		
					CHECK TOTAL -	166.90
WATER REFUND VENDOR	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	131.93
					1471 TULLAR RD #08	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	73.54
					1463 TULLAR RD #12	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	32.85
					1419 TULLAR RD #12	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	18.96
					1443 TULLAR RD #12	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	17.06
					1451 TULLAR RD #07	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	16.87
					1419 TULLAR RD #08	
	48392	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	14.44
					1435 TULLAR RD #09	
					CHECK TOTAL -	305.65
WATER REFUND VENDOR	48394	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL 17-00946-00-03	82.13
					1097 MEADOW LN	
					CHECK TOTAL -	82.13
WE ENERGIES	48406	10/03/2019	447772	AP 400-0401-770-6230	PUMPING - ELECTRIC	9,286.20
					AUG-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6260	PUMPING - HEAT	106.20
					JUL-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6420	WATER TREATMENT - HEAT	279.98
					JUL-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6430	WATER TREATMENT-ELECTRIC	3,571.62
					AUG-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6610	WATER TOWER - ELECTRIC	338.37
					JUL-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6630	METER SRVC - ELECTRIC &	181.39
					HEAT JUL-SEP	
	48406	10/03/2019	447772	AP 400-0401-770-6650	DIST - ELECTRIC & HEAT	1,632.59
					JUL-SEP	
					CHECK TOTAL -	15,396.35
WATER REFUND VENDOR	48409	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	167.51
					1681 HARRISON ST #08	
	48409	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	153.07
					1845 HARRISON ST #11	
	48409	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	140.53
					1923 HARRISON ST #01	
	48409	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	39.54
					1845 HARRISON ST #12	
	48409	10/03/2019	WATER/RE	AP 400-0000-117-4201	REF CR BAL	8.82
					1923 HARRISON ST #04	

VENDOR NAME	CHECK #	CHECK DATE	TRANS INV#	CODE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
						CHECK TOTAL -	509.47
DIVERSIFIED BENEFIT SERVICES I	48419	10/10/2019	290670	AP	400-0401-770-9260	SEP SERV-FLEX SPENDING	19.50
	48419	10/10/2019	291794	AP	400-0401-770-9260	OCT SERVICES-HRA	71.40
						CHECK TOTAL -	90.90
GRAYMONT WESTERN LIME INC	48423	10/10/2019	138019RI	AP	400-0401-770-6410	HYDRATED LIME	3,039.92
						CHECK TOTAL -	3,039.92
MICHELS MATERIALS	48434	10/10/2019	380479	AP	400-0402-770-6730	BACKFILL	234.97
						CHECK TOTAL -	234.97
PUBLIC SERVICE COMMISSION OF	48437	10/10/2019	RA20I040	AP	400-0408-770-0802	PSC REMAINDER ASSESSMENT TAX	7,802.10
						CHECK TOTAL -	7,802.10
ROBERT J IMMEL EXCAVATING INC	48439	10/10/2019	CN2-19	AP	400-0000-207-0411	CN2-19 WATER MAIN STANLEY COURT	7,974.30
	48439	10/10/2019	CN2-19	AP	400-0000-207-0412	CN2-19 WATER MAIN THOMAS COURT	6,900.00
	48439	10/10/2019	CN2-19	AP	400-0000-207-0413	CN2-19 WATER MAIN-STANLEY ST (MARATHON TO COMMERCL)	13,182.50
						CHECK TOTAL -	28,056.80
WATER REFUND VENDOR	48442	10/10/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 26-00293-00-03 1093 CONGRESS ST	72.40
						CHECK TOTAL -	72.40
VILLAGE OF ASHWAUBENON	48446	10/10/2019	NEVERS	AP	400-0401-770-9270	NWEA MTG/NEVERS 10/16/19	20.00
	48446	10/10/2019	RECKNER	AP	400-0401-770-9270	NWEA MTG/RECKNER 10/16/19	20.00
	48446	10/10/2019	LAFAVE	AP	400-0401-770-9270	NWEA MTG/LAFAVE 10/16/19	20.00
						CHECK TOTAL -	60.00
GRAYMONT WESTERN LIME INC	48464	10/17/2019	138624RI	AP	400-0401-770-6410	HYDRATED LIME	3,204.24
						CHECK TOTAL -	3,204.24
KRUEGER TRUE VALUE	48469	10/17/2019	111878	AP	400-0402-770-6520	CLEANING SUPPLIES	35.56
	48469	10/17/2019	111932	AP	400-0402-770-6510	CECIL TOWER LIGHTBULBS	13.49
	48469	10/17/2019	112264	AP	400-0401-770-6650	VALVE KEY PARTS	5.74
	48469	10/17/2019	112275	AP	400-0402-770-6520	CLEANING CHEMICALS & MAINT SUPPLIES	140.33

CITY OF NEENAH
 Detail CHECK REGISTER- WATER DEPARTMENT
 Period Ending - 10/31/2019

VENDOR NAME	CHECK #	CHECK DATE	TRANS INV#	CODE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
	48469	10/17/2019	112476	AP	400-0401-770-6650	PLIERS, ARMOR ALL	27.88
						CHECK TOTAL -	223.00
OTIS ELEVATOR COMPANY	48479	10/17/2019	CVA16320	AP	400-0402-770-6510	ELEVATOR SERVICE CALL REPAIR	434.00
						CHECK TOTAL -	434.00
GRAYMONT WESTERN LIME INC	48510	10/24/2019	139134RI	AP	400-0401-770-6410	HYDRATED LIME	3,028.86
						CHECK TOTAL -	3,028.86
MICHELS MATERIALS	48520	10/24/2019	381072	AP	400-0402-770-6730	BACKFILL	730.56
						CHECK TOTAL -	730.56
SHI INTERNATIONAL CORP	48525	10/24/2019	B1066383	AP	400-0401-770-6430	WINDOWS SERVER CALS	61.30
						CHECK TOTAL -	61.30
ROBERT J IMMEL EXCAVATING INC	48555	10/31/2019	17741	AP	400-0402-770-6510	LAGOON BERM FIX	2,799.05
						CHECK TOTAL -	2,799.05
WATER REFUND VENDOR	48557	10/31/2019	WATER/RE	AP	400-0000-117-4202	REF CR BAL 03-00364-58-00 651-695 S GREEN BAY RD	5,782.43
						CHECK TOTAL -	5,782.43
WATER REFUND VENDOR	48558	10/31/2019	WATER/RE	AP	400-0000-117-4201	REF CR BAL 06-00217-00-01 637 WILSON ST	163.92
						CHECK TOTAL -	163.92
						GRAND TOTAL -	76,249.25

*** END OF REPORT ***

VENDOR NAME	CHECK #	CHECK DATE	TRANS INV#	CODE	ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
U S BANK	268	10/31/2019	10-13-19	AP	400-0401-770-9270	AFFINITYHLTH EMPSOL 378273/RESPIRATOR TEST	40.00
	268	10/31/2019	10-13-19	AP	400-0401-770-9260	AFFINITYHLTH EMPSOL 381815/3RD QTR EAP FEES	82.08
	CHECK TOTAL -						122.08
U S BANK	269	10/31/2019	10-13-19	AP	400-0402-770-6520	WM SUPERCENTER #2986 VINEGAR/MAINT SUPPLIES	55.08
	269	10/31/2019	10-13-19	AP	400-0401-770-6420	USA BLUE BOOK LAB REAGENTS	276.37
	269	10/31/2019	10-13-19	AP	400-0401-770-6420	THE UPS STORE #2376 SHIPPING LAB TESTS	10.12
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	U.S. PLASTIC CORPORATION MAINTENANCE SHOP SUPPLIES	486.98
	269	10/31/2019	10-13-19	AP	400-0401-770-6420	WI STATE HYGIENE LAB LAB TESTS	26.00
	269	10/31/2019	10-13-19	AP	400-0401-770-6420	U.S. PLASTIC CORPORATION LAB SUPPLIES	92.76
	269	10/31/2019	10-13-19	AP	400-0401-770-6410	KEMIRA WATER SOLUTIONS FERRIC SULFATE	4,330.74
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	USA BLUE BOOK PRESSURE RELIEF VALVES	395.92
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	USA BLUE BOOK HYPO PUMP HOSES	263.52
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	GUENTHER SUPPLY, INC. INV# 309775 PIPE FITTINGS	184.14
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	GUENTHER SUPPLY, INC. INV# 310201 PIPE FITTINGS	148.68
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	GUENTHER SUPPLY, INC. INV# 310265 PIPE FITTING	76.18
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	GUENTHER SUPPLY, INC. INV# 310424 PIPE FITTING	189.84
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	HAWKINS INC PUMP HOSES	375.54
	269	10/31/2019	10-13-19	AP	400-0401-770-6420	CULLIGAN WATER CONDITIONI LAB WATER	99.50
	269	10/31/2019	10-13-19	AP	400-0401-770-6650	THE HOME DEPOT PRO CLINING SUPPLIES/BATTERIES	352.24
	269	10/31/2019	10-13-19	AP	400-0000-117-8000	THE HOME DEPOT PRO REVERSE FRAUD CREDIT	16.64
	269	10/31/2019	10-13-19	AP	400-0000-117-8000	THE HOME DEPOT PRO REVERSE FRAUD CREDIT	28.95
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	PAYPAL *GRANDAMERIC ETHERNET SWITCH	33.49
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	PAYPAL *AUTOMATIONR METERING PUMP	389.09
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	AMZN MKTP US*0540K36A3 PRINTER TONER	36.98
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	AMZN MKTP US*2J7N30TV3 PRINTER DRUM	13.99
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	AMZN MKTP US*Q07AQ2VL3 PRINTER TONER & DRUM	79.98

VENDOR NAME	CHECK #	CHECK DATE	TRANS		ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
			INV#	CODE			
	269	10/31/2019	10-13-19	AP	400-0402-770-6520	AMZN MKTP US*Q07A02VL3 PIPE VALVES & CLAMPS	20.13
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	DSFS E SERVICE FEE COM PROCESS FEE LIC RENEW	7.20
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	DSFS EPAY ISE CCC LIC RENEWAL MACH	180.00
	269	10/31/2019	10-13-19	AP	400-0401-770-6430	DSFS EPAY ISE CCC LIC RENEWAL FLQM	180.00
						CHECK TOTAL -	8,350.06
U S BANK	271	10/31/2019	10-25-19	AP	400-0401-770-6430	TDS METROCOM SEP TDS PHONE	64.51
	271	10/31/2019	10-25-19	AP	400-0401-770-6630	TDS METROCOM SEP TDS PHONE	21.50
	271	10/31/2019	10-25-19	AP	400-0401-770-6650	TDS METROCOM SEP TDS PHONE	43.00
	271	10/31/2019	10-25-19	AP	400-0401-770-9030	TDS METROCOM SEP TDS PHONE	5.30
	271	10/31/2019	10-25-19	AP	400-0401-770-9210	TDS METROCOM SEP TDS PHONE	7.94
						CHECK TOTAL -	142.25
U S BANK	273	10/31/2019	10-25-19	AP	400-0401-770-6410	AIRGASS NORTH CARBON DIOXIDE	1,996.68
	273	10/31/2019	10-25-19	AP	400-0401-770-6420	NORTHERN LAKE SERVICE- IN LAB TESTS	68.00
	273	10/31/2019	10-25-19	AP	400-0401-770-6420	IDEXX DISTRIBUTION INC LAB SUPPLIES	496.60
	273	10/31/2019	10-25-19	AP	400-0401-770-6420	IDEXX DISTRIBUTION INC LAB SUPPLIES	240.19
	273	10/31/2019	10-25-19	AP	400-0402-770-6520	GUENTHER SUPPLY, INC. PVC PIPE	67.20
	273	10/31/2019	10-25-19	AP	400-0401-770-6410	HAWKINS INC AQUA AMMONIA	717.34
	273	10/31/2019	10-25-19	AP	400-0401-770-6410	HAWKINS INC SODIUM PERMANGANATE	1,633.75
	273	10/31/2019	10-25-19	AP	400-0402-770-6730	FERGUSON WTRWRKS #1476 INV# 0287297 OP NUT VALV	59.00
	273	10/31/2019	10-25-19	AP	400-0402-770-6730	FERGUSON WTRWRKS #1476 INV# 0285042 MISC REPAIR	5,400.00
	273	10/31/2019	10-25-19	AP	400-0402-770-6760	FERGUSON WTRWRKS #1476 INV# 0286238 6" METER TE	140.00
	273	10/31/2019	10-25-19	AP	400-0402-770-6730	FERGUSON WTRWRKS #1476 INV# 0285042-1 VALVE BOX	126.00
	273	10/31/2019	10-25-19	AP	400-0402-770-6770	FERGUSON WTRWRKS #1476 INV# 0285521 BOLTS FOR	70.00
	273	10/31/2019	10-25-19	AP	400-0401-770-6650	THE HOME DEPOT PRO BATHROOM SUPPLIES	29.59
	273	10/31/2019	10-25-19	AP	400-0401-770-6650	APPLIANCE RESALE STORE WASHER./DRYER	400.00

VENDOR NAME	CHECK #	CHECK DATE	TRANS		ACCOUNT NUMBER	DESCRIPTION	TRANSACTION AMOUNT
			INV#	CODE			
	273	10/31/2019	10-25-19	AP	400-0000-207-0435	GARAGE DOOR SPECIALIST 1ST PYMT GARGAGE DOORS	2,000.00
	273	10/31/2019	10-25-19	AP	400-0401-770-9210	AMZN MKTP US*WS9HS1QE3 OFFICE SUPPLIES	36.73
	273	10/31/2019	10-25-19	AP	400-0401-770-9210	AMZN MKTP US*NE4GJ5BI3 OFFICE SUPPLIES	67.94
	273	10/31/2019	10-25-19	AP	400-0401-770-6430	ALL SPORTS TROPHY AND ENG AWARD	80.00
	273	10/31/2019	10-25-19	AP	400-0000-207-0407	BADGER METER INC 5/8 AND 1" METERS	8,744.56
	273	10/31/2019	10-25-19	AP	400-0402-770-6520	AMZN MKTP US*PK0FI3VJ3 BLOWER FAN	23.59
CHECK TOTAL --							22,397.17
GRAND TOTAL --							31,011.56

*** END OF REPORT ***



Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426

Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: November 11, 2019
TO: Waterworks Commission
FROM: Anthony L. Mach
RE: Award Chemical Bids for 2020-2021

The bids for chemicals to be purchased in calendar years 2020-2021 are attached. All low bids have been highlighted.

The following low bids for supplied water treatment chemicals have been received:

1. Powdered Activated Carbon, Jacobi Carbons, Inc., for \$0.590 / lb.
2. Ferric Sulfate 60%, Kemira Water Solutions, Inc., for \$0.126 / lb.
3. Sodium Hypochlorite: Milport Enterprises, Inc., for \$0.0853 / lb.
4. Hydrated Lime: Graymont Western US Inc., for \$0.080 / lb.
5. Hydrofluorosilicic Acid 23%, Hawkins, Inc., for \$0.280 / lb.
6. Liquid Carbon Dioxide, Airgas, Inc., for \$0.049 / lb.

Note: Polymer C-308P, Polymer AS-1919, Polyphosphate LPC-4, Sodium Permanganate 20%, and Aqua Ammonia are not formally advertised for bid because of specific water plant design parameters.

Staff recommends awarding the 2020-2021 Chemical Bids to Jacobi Carbons, Inc. for Powdered Activated Carbon, Kemira Water Solutions, Inc. for Ferric Sulfate 60%, Milport Enterprises, Inc. for Sodium Hypochlorite, Graymont Western US, Inc. for Hydrated Lime, Hawkins, Inc. for Hydrofluorosilicic Acid 23%, and Airgas, Inc. for Liquid Carbon Dioxide.

Appleton Water Treatment Facility
 Appleton Wastewater Treatment Plant
 Neenah Water Utility
 Menasha Water Utility
 2020-2021 Joint Chemical Consortium Quotation Tabulations

Vendor	Are all conditions, requirements & specs met?	Insurance Certificate	SDS	NSF/ANSI Std 60 Cert.	Potassium Permanganate (lbs)	Aqua Ammonia 19% (lbs)	Powdered Activated Carbon (lbs)	Ferric Sulfate 60% (lbs)	Sodium Hypochlorite 12.5% (lbs)	Hydrated Lime (lbs)	Hydrofluorosilic Acid Fluoride 23% (lbs)	Liquid Carbon Dioxide CO2 (lbs)	Muriatic Acid 20%/31.5% (5 gal)	Sodium Bisulfite 38% (lbs)	Clarifloc C-308P 20%	Soda Ash >99% (lbs)	Sodium Silicate 36.4% (lbs)	Aluminum Sulfate 46-49%	Ferric Chloride 37-42% (lbs)	NOTES, Comments	
NWU 2018-2019 Prices / Vendor					NA	NA	\$0.545/500 Jacobi Carbon	\$0.089 Kemira	\$0.0897 Olin	\$0.079 Graymont	\$2130.430 Solvay Fluorides	\$0.0495 Airgas	NA	NA	NA	NA	NA	NA	NA		
Airgas	X	X	X	X								\$0.049									
NWU																					
Alexander Chemical	X	X	X	X																	MWU based on deliveries of 1,500 gal of Aqua Ammonia. Accepts credit cards
NWU									\$0.0955												
Brenntag Great Lakes	X	X	X	X																	Charges per stop. See RFQ - Quote for Soda Ash not locked for 2 years
NWU																					
Cabot	X	X	X	X																	Exception to Bid specifications - see RFQ Accepts credit cards
NWU							\$0.71														
Carbon Activated Corporation	X	X	X	X																	
NWU																					
Carmeuse Lime and Stone	X	X	X	X																	
NWU										\$0.154225											Accepts Credit Cards
Carus Corporation	X	X	X	X																	
NWU																					Accepts credit cards.
Chemtrade Chemicals	X	X	X	X																	
NWU								\$0.1325													Does not accept credit cards
Graymont Western Lime	X	X	X	X																	
NWU										\$0.080											
Hawkins	X	X	X	X																	
NWU											\$0.2800										No response to yes/no credit cards
Hydrite Chemical	X	X	X	X																	
NWU									\$0.117												
Jacobi Carbon	X	X	X	X																	
NWU							\$0.59														
Kemira	X	X	X	X																	
NWU								\$0.126													Does not accept credit cards
Lhoist North America			X	X																	
NWU										\$0.149945											
Milport	X	X	X	X																	
NWU										\$0.0853											See RFQ for three Soda Ash options
Mississippi Lime	X	X	X	X																	
NWU																					Does not accept credit cards.
Olin Chlor Alkali			X	X																	
NWU									\$0.0877												
Polydyne	X	X	X	X																	
NWU																					
PVS Chemical Solutions	X	X	X	X																	
NWU																					Does not accept credit cards
PVS Technologies Inc	X	X	X	X																	
NWU																					
(Donau Carbon) Standard Purification	X	X	X	X																	
NWU							\$0.673 \$0.864 (800)														
Thatcher Company	X	X	X	X																	
NWU							\$0.638 (500) \$0.890 (800)														Exception to to RFQ language -see RFQ Added a Force Majeure to the appendix
Univar	X	X	X	X																	
NWU																					



Neenah Water Utility

211 Walnut St. PO Box 426 Neenah, WI 54957-0426

Office: (920) 886-6182 Cell: (920) 858-6300

Email: amach@ci.neenah.wi.us

Anthony L. Mach

Director of Neenah Water Utility

MEMORANDUM

DATE: November 7, 2019

TO: Waterworks Commission

FROM: Anthony L. Mach

RE: Final Payment for Chemical Feed and Delivery Upgrade Contract 3512-18-01)

The final payment for the Chemical Feed and Delivery Upgrade Contract 3512-18-01 has been submitted to the Board of Public Works at the October 30, 2019 meeting. The Board of Public Works voted to recommend the Water Commission approve the final payment.

Staff recommends approving the final payment to August Winter & Sons, Appleton, WI in the amount of \$9,987.65 for completion of the Chemical Feed and Delivery Upgrade Contract 3512-18-01.

Pay To: August Winters & Sons
PO Box 1896
Appleton, WI 54912-1896

Contract No. Chemical Feed and Delivery System Upgrade

Date: October 15, 2019

Estimate No. Final

<u>Account Description</u>	<u>Account #</u>	<u>Payment</u>
Chemical Feed and Delivery Upgrade	400-0000-207-0373	\$9,987.65

Prepared on/by October 15, 2019 

Approved by Water Department October 15, 2019 

Approved by Board of Public Works October 30, 2019

Approved by Water Commission November 18, 2019

Number of Attachments 30

**City of Neenah
Water Utility
Contract Payment Form**

SECTION 00 62 76
APPLICATION FOR PAYMENT NO. #8

To: City of Neenah
From: August Winter & Sons, Inc.
Contract: Chemical Storage & Feed Mods
Project: 3512-18-01

For work accomplished through the date of: October 9, 2019

1. Original Contract Price:	474,474.00
2. Add (Deduct) by Revised Quantities:	
3. Net change by Change Orders and Written Amendments (+ or -):	80,543.00-
4. Current Contract Price (1 plus 2 plus 3):	393,931.00
5. Total completed and stored to date:	393,931.00
6. Retainage (per Agreement):	
<u>0</u> % of Total Contract completed work:	<u>\$ 0</u>
_____ % of stored material:	<u>\$</u>
Total Retainage:	<u>0</u>
7. Total completed and stored to date less retainage (5 minus 6):	393,931.00
8. Less previous Application for Payments:	383,943.35
9. Due this Application (7 minus 8):	9,987.65

Record of Previous Payments:

1.	1/31/19	112,575.00	4	4/30/19	54,500.00
2.	2/28/19	52,820.00	5	5/31/19	26,900.00
3.	3/31/19	97,117.35	6	6/30/19	15,181.00
Sub-Total		\$	7	8/31/19	24,850.00
					\$ 383,943.35

Accompanying Documentation:

SUBMITTED:

By: *Kurt Van Heinson* Date: 10/11/2019
CONTRACTOR (Authorized Signature)

RECOMMENDED:

By: *Josh Steffes* Date: 10/14/19
ENGINEER (Authorized Signature)

APPROVED:

By: _____ Date: _____
OWNER (Authorized Signature)

APPLICATION FOR PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 29316

To Owner: City of Neenah
P O Box 426

Neenah, WI 54956

Project: 57618- City of Neenah

Application No. : 8

Distribution to :

Owner

Architect

Contractor

Period To: 10/9/2019

From Contractor: August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54912

Via Architect: Robert E Lee

Project Nos: 3512-18-01

Contract For: Chemical Storage & Feed Mods

Contract Date: 7/17/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

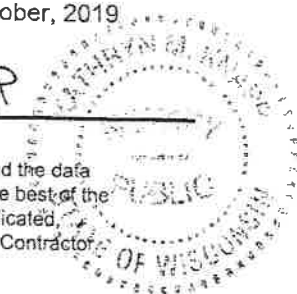
1. Original Contract Sum	\$474,474.00
2. Net Change By Change Order	-\$80,543.00
3. Contract Sum To Date	\$393,931.00
4. Total Completed and Stored To Date	\$393,931.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$393,931.00
7. Less Previous Certificates For Payments	\$383,943.35
8. Current Payment Due	\$9,987.65
9. Balance To Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: Kurt Van Dierman Date: 10/11/2019

State of: Wisconsin County of: Outagamie
Subscribed and sworn to before me this 11th day of October, 2019
Notary Public:
My Commission expires: 5/13/2021 Kathy M Krapp



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 9,987.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,685.00	\$79,228.00
Total Approved this Month	\$0.00	\$4,000.00
TOTALS	\$2,685.00	\$83,228.00
Net Changes By Change Order	-\$80,543.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8
 Application Date : 10/09/19
 To: 10/09/19
 Architect's Project No.: 3512-18-01

Invoice #: 29316 Contract : 57618- City of Neenah

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
001	Allowances	4,000.00	0.00	4,000.00	0.00	4,000.00	100.00%	0.00	0.00
002	FRP storage and day tanks for ferric sulfate	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
003	Polyethylene storage and day tanks for polymer	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	0.00
004	Double wall polyethylene storage and day tanks for HFS acid	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
005	Chemical transfer pumps	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
006	Perisaltic chemical pumps and accessories	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
007	Diaphragm chemical pumps and accessories	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	0.00
008	Freeze proof emergency eyewash and shower	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
009	Emergency eyewash and shower including the mixing valve	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
010	Potable hot water and tempered water piping including all va	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
011	Chemical supply and feed piping including all required valve	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
012	Painting work in accordance with Spec 09 90 00	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00
013	Provide electrical & instrumentation work for chemical stora	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
014	Ashphalt concrete pavement complete	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	0.00
015	Concrete site work complete	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	0.00
016	Landscaping Complete	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
017	Chain link fence complete	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	0.00
018	Temporary precast concrete barrier complete	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
019	All other work for Chemical Storage and feed mods	134,974.00	134,974.00	0.00	0.00	134,974.00	100.00%	0.00	0.00
021	CO #1	-77,653.00	-77,653.00	0.00	0.00	-77,653.00	100.00%	0.00	0.00
022	CO #2	2,685.00	2,685.00	0.00	0.00	2,685.00	100.00%	0.00	0.00
023	CO #3	-1,575.00	-1,575.00	0.00	0.00	-1,575.00	100.00%	0.00	0.00
024	CO #4	-4,000.00	0.00	-4,000.00	0.00	-4,000.00	100.00%	0.00	0.00
Grand Totals		393,931.00	393,931.00	0.00	0.00	393,931.00	100.00%	0.00	0.00

SECTION 00 65 19
CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE 10/09/2019

OWNER Neenah Water Utility, City of Neenah
CONTRACTOR August Winter & Sons, Inc.
Contract: 3512-18-01
Project: Chemical Storage and Feed Modifications

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be completed in accordance with the Contract Documents on

August 16, 2019
DATE OF FINAL COMPLETION

Executed by ENGINEER on 10/14/19
Date


ROBERT E. LEE & ASSOCIATES, INC.
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on 10/09/2019
Date

August Winter & Sons, Inc.

CONTRACTOR

By: 
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____
Date

NEENAH WATER UTILITY, CITY OF NEENAH
OWNER

By: _____
(Authorized Signature)

SECTION 00 65 19.13

CONTRACTOR'S AFFIDAVIT

STATE OF: Wisconsin

COUNTY OF: Outagamie

Before me, the undersigned, a Notary Public
(Notary Public, Justice of the Peace, or Alderman)

in and for said County and State personally appeared Travis Glennon
(Individual, Partner, or duly authorized

representative of Corporate CONTRACTOR)

who being duly sworn according to law deposes and says that all labor, material, and outstanding claims and indebtedness of whatever nature arising out of the performance of the CONTRACT of the _____

Neenah Water Utility, City of Neenah
(OWNER)

with August Winter & Sons, Inc. have been paid in full.

Travis Glennon
(Individual, Partner, or duly authorized
representative of Corporate CONTRACTOR)

Sworn to an subscribed before me this 9th day of October,
2019.

Kathy M Koop
Notary Public



(Seal)

Commission expires: 5/13/2021

SECTION 00 65 19.16

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: _____

August Winter & Sons, Inc.

(CONTRACTOR)

of Outagamie County and State of Wisconsin does hereby acknowledge that

he has received this day of an from the City of Neenah

(OWNER)

the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to _____

August Winter & Sons, Inc.

(CONTRACTOR)

by any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said Neenah Water Utility, City of Neenah

(OWNER)

and August Winter & Sons, Inc.

(CONTRACTOR)

dated July 17, 2018

NOW, THEREFORE, the said August Winter & Sons, Inc.

(CONTRACTOR)

(for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do by these presents remise, release quit-claim and forever discharge the said _____

Neenah Water Utility, City of Neenah

(OWNER)

its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT dated July 17, 2019 and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues duties, sum and sums of money, accounts, reckonings, bond, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said _____

Neenah Water Utility, City of Neenah

(OWNER)

its successors and assigns ever had, now have, or which (I, my heirs, executors or administrators) (it, its successors and assigns) hereinafter can, shall or may have for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF August Winter & Sons, Inc.
(CONTRACTOR)

has caused these presents to be duly executed the 9th day of October, 2019

Signed, Sealed, and Delivered
in the presence of:

(Seal)
(Individual)

(Seal)
(Partnership Contractor)

By _____ (Seal)
(Partner)

Attest:

(Seal)
Fran Ben
(Secretary)
By [Signature] (Seal)
(President or Vice-President)

(Corporate Seal)

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 8942147

TO OWNER:
(Name and address)
Neenah Water Utility, City of Neenah
211 Walnut Street
Neenah, WI 54956

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:
(Name and address)
Chemical Storage and Feed Modifications; City of Neenah, WI

CONTRACT DATED: July 25, 2018

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

, SURETY,

on bond of
(Insert name and address of Contractor)

August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54911

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Neenah Water Utility, City of Neenah
211 Walnut Street
Neenah, WI 54956

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 30, 2019
(Insert in writing the month followed by the numeric date and year.)

Ohio Farmers Insurance Company

(Surety)

(Signature of authorized representative)

Kelly Nicole Bruggeman, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Michelle Koller

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/28/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2263612 01

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRIAN D. CARPENTER, NICOLE LANGER, CRAIG OLMSTEAD, JESSICA HOFF, MICHELLE HALTER, HEATHER R. GOEDEL, KELLY NICOLE BRUGGEMAN, BLAKE S. BOHLIG, JOINTLY OR SEVERALLY

of **BLOOMINGTON** and State of **MI** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of SEPTEMBER A.D., 2018 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 28th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of September A.D., 2018.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment, or material

furnished to: City of Neenah

on the job of: Chemical Storage and Feed Modifications

located at: 234 S. Park Street
Neenah, WI 54956

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against labor and material bond on the job, except for disputed claims for extra work in the

amount of: 0

Dated: October 11, 2019

Company: August Winter & Sons, Inc.

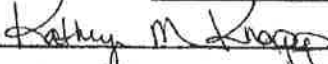
Signature: 

By: Mark Eimmerman, President
(Name & Title)

State of: Wisconsin

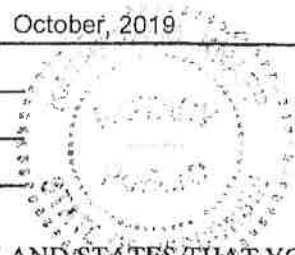
County of: Outagamie

Subscribed and sworn to before me, this 11th day of October, 2019

Notary Public Signature: 

Notary Public Name: Kathryn M Knapp

My Commission Expires: 5/13/2021



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Able Distributing Co Inc
3009 North Zuehlke Drive
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: Sept 30, 2019

Firm Name: Able Distributing

By: Melissa Hammerand

Title: Melissa Hammerand
Assistant District Credit Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Columbia Pipe and Supply Co
23671 Network Place
Chicago, IL 60673-1236

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 09/30/2019

Firm Name: Columbia Pipe & Supply Co

By: *Julie A. Tenerelli*

Title: Julie Tenerelli / Credit Analyst

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Crane Engineering Sales Inc
PO Box 38
Kimberly, WI 54136

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/1/2019

Firm Name: Crane Engineering
By: Bob M. Carter
Title: Accountant

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Dorner Company
PO Box 189
Sussex, WI 53089-0189

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10/1/19

Firm Name: DORNER COMPANY

By: Mike Balsewicz

Title: Controller

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Fabick Rents
PO Box 956362
St Louis, MO 63195-6362

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10-5-19

Firm Name: Fabick Rents
By: Michelle Hornmel
Title: Credit manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Ferguson Enterprises LLC 1550
2300 N Sandra St
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 9/30/19

Firm Name: Ferguson Enterprises

By: 

Title: Credit Coordinator

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: First Supply LLC
PO Box 1177
Appleton, WI 54912

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 9-30-19

Firm Name: First Supply

By: [Signature]

Title: Credit Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Hawkins Inc
PO Box 860263
Minneapolis, MN 55486-0263

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

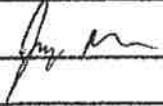
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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-1-19

Firm Name: Hawkins Inc

By: Jimmy Bayles 

Title: Credit Specialist

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Kunding Fluid Power Inc
PO Box 739
Neenah, WI 54957-0739

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 9/30/19

Firm Name: Kunding Fluid Power Inc

By: Sharon Hus

Title: Office Asst.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: LW Meyer Inc
PO Box 557
Waukesha, WI 53187-0557

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10-1-19

Firm Name: L.W. Meyer, Inc.

By: 

Title: Sec / Treas.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: ARC Contracting
2300 Holly Rd
Neenah, WI 54956

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10-2-2019

Firm Name: ARC Contracting of LII

By: Adam Reichenberger

Title: Commercial Sales Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Belding Tank Technologies Inc
PO Box 160
Belding, MI 48809-0160

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10-3-19

Firm Name: Belding Tank Technologies
By: [Signature]
Title: Controller

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

RECEIVED

Subcontractor: Columbia Pipe and Supply Co
23671 Network Place
Chicago, IL 60673-1236

OCT 02 2019

AUGUST WINTER & SONS, INC.

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 09/30/2019

Firm Name: Columbia Pipe & Supply Co

By: *Julie A. Tenerelli*

Title: Julie Tenerelli / Credit Analyst

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Northern Electric Inc
314 North Danz Ave
Green Bay, WI 54302

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10-2-19

Firm Name: NORTHERN ELECTRIC, INC
By: James Vincent
Title: Treasurer

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Omni Glass and Paint Inc
PO Box 2186
Oshkosh, WI 54903-2186

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 9-30-19

Firm Name: OMNI GLASS + PAINT

By: Cain John

Title: CEO

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Packer Fastener and Supply Inc
728 Lombardi Ave
Green Bay, WI 54304

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Date: 10/2/19

Firm Name: Packer Fastener
By: Rachel Jones
Title: office manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Pump Solutions Inc
2821 Index Road
Madison, WI 53713

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/2/19

Firm Name: Pump Solutions Inc.
By: Ulenof Fay
Title: Accountant

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: R Industries LLC
2830 E Dietzen Dr
Appleton, WI 54915

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10/8/19

Firm Name: R Industries LLC

By: Jon Schmitt

Title: President

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 57618- City of Neenah
234 S Park Street
Neenah, WI 54956

Subcontractor: Thermo Tech Mechanical Insulation Inc
PO Box 290
Watertown, WI 53094

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 10-2-19

Firm Name: Thermo-Tech Inc.
By: Terri Heese
Title: Office Asst.

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: ar@augustwinter.com
Fax: (920) 739-4993

**Director's Report
November 18, 2019**

1. Non-Billable Water Report 8.38% (July, August, September) down from 10.03% (June, July, August).
2. Change Order No. 4, for Contract Chemical Feed and Delivery Upgrade to August Winter & Sons, Appleton, WI, in the amount of -\$4,000.00. This change order was approved by the Board of Public Works at the October 30, 2019 meeting.
3. Pay Request No. 2 for Contract N0003-9-18-00888 Courtney Court Sanitary Sewer, Water Main, Storm Sewer and Street reconstruction payable to the Town of Neenah in the amount of \$492.19. This pay request was approved by the Town of Neenah Town Board at the October 28, 2019 meeting. Note: The Town of Neenah will invoice the City of Neenah for this pay request.
4. The Intergovernmental Cooperation Agreement between Neenah, Appleton, and Menasha has been signed and copies distributed to all members. This agreement allows us to bid competitively for chemicals as a group.
5. The next Water Commission Meeting is scheduled for December 16, 2019.

**NEENAH WATER UTILITY
PRODUCTION/UNBILLED WATER REPORT**

**THREE MONTH TOTALS
(1000 GALLONS)**

USAGE PERIOD	RAW WATER	FINISHED WATER	BILLED WATER	UNBILLED ACCOUNTED	% UNBILLED
CURRENT THREE MONTHS (July, August, Sept)	299,100	293,570	251,707	17,257	8.38%
MOST RECENT THREE MONTHS (June, July, Aug)	302,140	295,300	248,446	17,223	10.03%
1 YEAR AGO (July, August, Sept)	331,390	322,520	270,265	48,028	1.31%

**DAILY AVERAGE
(MGD)**

USAGE PERIOD	RAW WATER	FINISHED WATER
September-19	2.98	2.94
August-19	3.37	3.30
September-18	3.66	3.55

Change Order No: 4
Contract: Chemical Feed and Delivery Upgrade
Account: 400-0000-207-0373
Contractor: August Winter & Sons
PO Box 1896
Appleton, WI 54912
Original Contract: \$474,474.00

Change Ordered Herewith:

1. Remove unused allowance items from the contract and	(\$4,000.00)
<u>time extension for completion of project closeout paperwork.</u>	<u>40 days</u>
_____	_____
_____	_____
TOTAL	(\$4,000.00)

Reason for Change:

1. Owner requested

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original:	<u>\$474,474.00</u>	Original:	<u>4/29/2019</u>
Previous C.O.'s (+/-):	<u>(\$77,653.00)</u>	Previous C.O.'s (+/-):	<u>0</u>
	<u>\$2,685.00</u>		<u>0</u>
	<u>(\$1,575.00)</u>		<u>137</u>
This C.O. (+/-):	<u>(\$4,000.00)</u>	This C.O. (+/-):	<u>40</u>
Revised:	<u>\$393,931.00</u>	Revised:	<u>10/23/2019</u>

This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.

Contractor:	<u>See attached</u>	Date:	<u>10/11/19</u>
Department:	<u><i>AW</i></u>	Date:	<u>10/16/2019</u>
Board of PW:	_____	Date:	_____
Water Commission (If applicable)	_____	Date:	_____

SECTION 00 63 63 CHANGE ORDER

No. 4

Date of Issuance: October 11, 2019

Effective Date: October 11, 2019

Project: Chemical Storage and Feed Modifications	Owner's Contract No.: 3512-18-01
Engineer's Contract No.: 3512-18-01	Contractor: August Winter & Sons
Date of Contract Start: October 1, 2018	Original Contract Amount: \$474,474.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Remove unused allowance items from the contract and provide a time extension for completion of project closeout paperwork.

Attachments (list documents supporting change):

Page 1 of specification section 01 21 00

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed herein, there shall be no further time or dollar compensation as a result of this Change Order.

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
Original:	\$474,474.00	Original:	To Substantial Completion 3/30/2019
Previous C.O.s (Deduct):	(\$76,543.00)	Previous C.O.s (Add):	118
This C.O. (Deduct):	(\$4,000.00)	This C.O. (Add):	0
Total CO Value	(\$80,543.00)	REVISED:	7/26/2019
Contract Price with all approved Change Orders:	\$393,931.00	Original Completion Date:	3/30/2019
		Revised Completion Date:	7/26/2019
			To Final Completion 4/29/2019
			137
			40
			10/23/2019
			4/29/2019
			10/23/2019

RECOMMENDED:

By *Josh Steffes*
Engineer (Robert E. Lee & Associates, Inc.)

10/11/19
Date

ACCEPTED:

Justin Van Buren
Contractor (August Winter & Sons, Inc.)

10/11/19
Date

APPROVED:

Owner (City of Neenah)

Date

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

- A. Work Included: This section includes project allowances to cover items not precisely determined by the Owner prior to bidding. The allowances shall be included in unit price bid.
- B. Related Sections and Divisions: Applicable provisions of the General Conditions shall govern the work in this section.
- C. If the cost of materials, service or equipment exceeds that set forth above, the Contractor shall be reimbursed for the additional cost by the Owner. If the cost of materials, services or equipment is less than as set forth above, the Owner shall be credited for the difference between cost as stated below and actual cost.

1.02 SCHEDULE OF ALLOWANCES

1.	Concrete Testing:	\$1,000
2.	Asphalt Testing:	\$1,000
3.	Engineering Review	<u>\$2,000</u>
	TOTAL	\$4,000

1.03 ALLOWANCE DESCRIPTION

- A. Costs included in allowances: Cost of product to Contractor or Subcontractor, less applicable trade discounts; include delivery to site and applicable taxes.
- B. Compensation to the Contractor shall be for the direct costs only and shall not include any Contractor mark-ups on services or for service coordinating allowance items, except additional bond costs if the Allowance total is exceeded. Costs not included in the allowance: Unless specified otherwise, allowances DO NOT include costs for product handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; labor for installation and finishing. These costs SHALL BE included in the Base Bid Price and no demand for additional payment on account of any thereof will be valid.
- C. Engineer Responsibilities
 - 1. Consult with Contractor in consideration and selection of products, suppliers and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare change order, if required.
- D. Contractor Responsibilities
 - 1. On notification of selection by Engineer, execute purchase order with designated equipment supplier.
 - 2. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 3. Promptly inspect products upon delivery for completeness, damage and defects. Submit claims for transportation damage.

Pay To: Town of Neenah
1600 Breezewood Lane
Neenah, WI 54956

Contract No. Courtney Court - Sewer, Water & Street Construction
Town of Neenah/City of Neenah


Water Work Order No: _____

Date: November 8, 2019

Estimate No. 2

Account Description	Account #	Payment	Contract Breakdown	Budget	Change Orders	Pd to Date	Est 1
Sanitary	046-5083-743-0236	\$914.06	\$217,572.40	\$170,000.00	\$2,850.00	\$214,475.19	\$214,475.19
Water Main	400-0000-207-0416	\$492.19	\$116,201.00	\$67,600.00	\$1,464.90	\$103,298.33	\$103,298.33
Storm	049-5203-743-0236	\$773.44	\$47,933.15	\$52,933.15	\$6,837.78	\$67,384.28	\$67,384.28
Street	012-4302-743-0236	\$36,492.28	\$81,057.94	\$85,000.00		\$39,416.03	\$39,416.03
TOTAL		\$38,671.97	\$462,764.49	\$375,533	\$11,152.68	\$424,573.83	\$424,573.83

Prepared by HK 

Approved by Public Works Department  11-13-2019

Approved by Board of Public Works _____

Approved by Common Council
(final payments only) _____

Approved by Water Commission
(final payments only) _____

Sent to Finance _____

Number of Attachments 2

City of Neenah
Public Works Department
Contract Payment Form

Town of Neenah
 1600 Breezewood Lane
 Neenah WI 54956

Date	Invoice #
10/31/2019	1038

Bill To
City of Neenah - Public Works Gerry Kaiser 211 Walnut Street Neenah, WI 54956

			Terms
			Net 30 / 1.5%
Quantity	Description	Rate	Amount
	Courtney Court - Pay Certificate #2 - Base Bid	35,156.34	35,156.34
	Administrative Fee	3,515.63	3,515.63
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Make Checks Payable to: Town of Neenah 1600 Breezewood Lane Neenah, WI 54956</p> </div>			
Town of Neenah (920) 725-0916		Total	\$38,671.97

Engineering Fee		Invoice 1	Invoice 2	Invoice 3	Final Invoice	Invoice Total
Percentage						
Road	38%	\$7,279.06	\$0.00			\$7,279.06
Storm	22%	\$4,214.19	\$0.00			\$4,214.19
Sanitary	26%	\$4,980.41	\$0.00			\$4,980.41
Water	14%	\$2,681.76	\$0.00			\$2,681.76
Total	100%	\$19,155.42	\$0.00			\$19,155.42

Administrative Fee		Invoice 1	Invoice 2	Invoice 3	Final Invoice	Invoice Total
Percentage						
Road	38%	\$14,667.10	\$1,335.94			
Storm	22%	\$8,491.48	\$773.44			
Sanitary	26%	\$10,035.38	\$914.06			
Water	14%	\$5,403.67	\$492.19			
Total	100%	\$38,597.62	\$3,515.63			

Owner: TOWN & CITY OF NEENAH
Project Name: Courtney Court Sanitary Sewer, Storm Sewer, Water Main, & Street Reconstruction
Contract No.: N0003-9-18-00888
Bid Date: Monday, March 18, 2018
Bid Time: 10:00AM
Project Manager: Ben Hamblin, PE

Road	\$243,173.78	\$81,057.93
Storm	\$143,799.45	\$47,933.15
Sanitary	\$0.00	\$217,572.40
Water	\$0.00	\$116,201.00
TOTAL	\$386,973.23	\$462,764.48

Change Orders	Pay with Estimate No. 1		Change Order #3	Change Order #4	Change Order Total
	Change Order #1	Change Order #2			
Road					\$0.00
Storm	\$3,840.00	\$2,997.78			\$6,837.78
Sanitary		\$2,850.00			\$2,850.00
Water		\$1,464.90			\$1,464.90
Total	\$3,840.00	\$7,312.68	\$0.00	\$0.00	\$11,152.68

	Pay Estimates			Final Estimate	Payment Total
	Estimate #1	Estimate #2	Estimate #3		
Road	\$17,469.88	\$35,156.34			\$52,626.22
Storm	\$47,840.84	\$0.00			\$47,840.84
Sanitary	\$196,609.40	\$0.00			\$196,609.40
Water	\$93,748.00	\$0.00			\$93,748.00
Total	\$355,668.11	\$35,156.34	\$0.00	\$0.00	\$390,824.45

	Total Payment				
	Invoice 1	Invoice 2	Invoice 3	Final Invoice	Payment Total
Road	\$39,416.03	\$36,492.28			\$75,908.31
Storm	\$67,384.29	\$773.44			\$68,157.72
Sanitary	\$214,475.19	\$914.06			\$215,389.25
Water	\$103,298.33	\$492.19			\$103,790.51
Total	\$424,573.83	\$38,671.97	\$0.00	\$0.00	\$463,245.80