CITY OF SPARTA
PUBLIC WORKS AGENDA
February 10, 2016

CITY HALL **6:00 P.M.**

1. **Call Meeting to Order**

2. **Consideration of Consent Agenda consisting of: Minutes from the January 13, 2016 meeting, Director of Public Works Reports for January; Wastewater Treatment Operation & Maintenance Reports for January; Water Utility Operation and Maintenance Reports for January, monthly bills for the Sanitation Dept., Street Dept., and Water Utility.**

3. **Consideration to Complete Sanitation CMOM Program**

4. **Consideration of PSC Water Rates**

5. **Consideration of Kenton, LLC and NSF Property Damage Claim**

6. **Motion to go into Closed Session: per Wis. Stats. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.**

   Regarding Kenton, LLC and NSF Property Damage Claim

7. **Motion to go back into Open Session**

8. **Items for Future Consideration**

9. **Adjourn**

A Possible Quorum of the Common Council may be in attendance at this meeting, but no action will be taken by the Council.

Posted: 2-8-16

CITY OF SPARTA
PUBLIC WORKS MINUTES
January 13, 2016

PRESENT: Norm Stanek, Jim Church, Larry Tichenor, Dean Zuehlke, Kevin Riley, Bryan Jandt,
ABSENT: Carlos Holcomb
ALSO PRESENT: Lynn Jerome, Todd Hanson, Ted Radde, Dennis Johnson, Mark Flock, Mark Sund, Todd Fahning, Dave Kuderer

Chairman Norm Stanek called the meeting to order at 6:00 p.m.

A motion was made by Jim Church and seconded by Dean Zuehlke to approve the Consent Agenda consisting of the minutes from the November 11, 2015 meeting; Director of Public Works Reports for November and December; Wastewater Treatment Operation & Maintenance Reports for November and December; Water Utility Operation & Maintenance Reports for November and December and monthly bills for Street Department, Water utility and Sanitation Department. Motion carried 6-0.

Lynn presented the IOMP (Inspection, Operation, and Maintenance Plan) for the Paper Mill Dam for adoption by the Board. The Board would need to adopt this plan in order to apply for a grant of up to 50% ($800,000) for the repair of the dam. The plan is very lengthy but a copy was available for the members to look at if they wanted to. **A motion was made by Larry Tichenor and seconded by Kevin Riley to adopt the IOMP for the Paper Mill Dam. Motion carried 6-0.**

Lynn started explaining the repair options for the Paper Mill Dam. Our engineer has been communicating with the DNR about how much actual spillway capacity is needed. Current information provided by our updated Emergency Action Plan indicates that our principal spillway may have enough capacity. Our engineer will continue to work with the DNR to finalize if any additional spillway capacity is needed. Our cheapest option will be to keep the powerhouse and make all the repairs to the main dam and under the powerhouse along with fixing up the powerhouse building. Our engineers would like to know what direction we want to go, but could change depending on needed spillway capacity. The cost of the option to repair main dam, repair existing concrete at power house and repair power house building would be about $191,000. The second option would be to repair main dam, replace power house with 21' fixed crest weir and 20' abutments on each side and would cost about $335,000. The third option would be an addition of a fish ladder at a cost of $103,000. The City just received a check in the approximate amount of $1400.00 for the lease payment. The lease will expire in 2025 and then the City can decide what they would like to do with the dam. It was unanimous from all the Board members to go with the cheapest option if viable.

The Water Utility received bids for a new truck as their current truck is getting very costly and there are funds in their budget this year for a new one. The first bid was from Brenengen Chevy for $27,800 (2016); Brenengen Ford for $27,949 (2016); Sleepy Hollow Chevy for $27,985 (2015) and Sleepy Hollow Ford for $28,363 (2016). The plan for the old truck is to sell outright. **A motion was made by Jim Church and seconded by Dean Zuehlke to purchase a 2016 truck from Brenengen Chevy. Motion carried 6-0.**

Lynn was approached by school officials from Southside School with a request that they would like to have a portion of Walrath Street in front of the school widened by about 11 feet. This would allow room for the school buses to drop off and pick up students. This project would be paid for by the school. **A**

motion was made by Dean Zuehlke and seconded by Larry Tichenor to approve the request to widen a part of Walrath Street in front of Southside School about 11 feet to allow room for buses to drop off and pick up students. Motion carried 5-0-1 with Bryan Jandt abstaining.

There were no items mentioned for future consideration.

A motion was made by Kevin Riley and seconded by Dean Zuehlke to adjourn the meeting at 6:16 p.m. Motion carried 6-0.

Respectfully submitted,

Julie Hanson
City Clerk

January, 2016 Monthly Update

To: Board of Public Works
From: Lynn Jerome – DPW

East Main Street Bridge Project:
Our local phone company has two very large phone cables (1800 & 1200 pair) along with a fiber optic cable that need to be relocated from under the East Main Street Bridge before we begin construction. The DOT, our engineers and I have had a couple meetings with the phone company and there are concerns they cannot get the cables relocated and we cannot complete the bridge project all in the same summer. At this time the DOT is looking at allowing the phone company this summer to complete the relocation of their cables estimated at $500,000 (their expense) and we will reconstruct the bridge in 2017 instead of this summer. There should be no change from the Cities standpoint, the sidewalk on the north side will remain open and the sidewalk on the south side has been closed for several years and will remain closed. Vehicle traffic with remain the same. Funding would also remain the same.

Paper Mill Dam:
Our grant application was completed and has been submitted. We are expected to hear in mid-March if we will receive the grant or not.

PSC Rate Study:
You will find on the agenda for consideration the water rate adjustment approved by the Public Service Commission last week. The old rate vs the new rates are listed within this schedule which is included with this report. As stated last month the increase is minimal, a small residential customer using 7 cubic feet per quarter will see their quarterly bill increase $0.80. The average residential customer using 14 cubic feet per quarter will see their quarterly bill increase $1.57 and a large residential customer using 50 cubic feet will see an increase of $5.53 per quarter. This rate increase will go into effect at our quarterly billing period starting February 15.

Sullivan/Flock Insurance Claim:
You will find on this agenda consideration to resolve the claim which resulted from some flooding in their building and the building across the street (101 S Water) during the street reconstruction project being done by Gerke. This damage was submitted to the Cities and Gerke's insurance companies with no apparent resolve so legal action may be pending. I will be consulting with the City Attorney because this discussion will be about money and legal action it will probably be in closed session.

This and That:
I met with representatives from We Energies Gas Company. They are working on plans to install a gas main on the north end of the city in the area of Meadowview Lane and the Water Utility complex on North Chester Street. This project may require some street, curb and gutter removal but the gas company assured us it will be replaced at their expense. This project is tentatively scheduled for 2019.

CITY OF SPARTA
WASTEWATER TREATMENT FACILITY
OPERATION AND MAINTENANCE REPORT

JANUART 2016

During the month of January we started to perform preventive maintenance and lubrication tasks on our fleet of vehicles, sludge hauling and sewer equipment. We continued to clear snow and ice from our sidewalks, roadways and liftstations as needed. We completed variety of year-end records keeping and reports along with computing nitrogen loading rates for all sludge application sites we used during 2015 and completed the annual sludge report forms 3400-055/052 and submitted to the WDNR. We also submitted our 2015 mercury reduction efforts and annual report. On January 14th we shut down all power supply to the WWTF at 4:00 AM for about 1 hour so Brad Olson Electric could make wiring changes on the generator transfer switch. We will need to perform one more shut down in the near future to finish the electrical work in the main power panel. We been having some issues with our new jetter unit since we received it and finally discovered that the keyway for the PTO shaft and the drive belt pulley for the pump was never inserted and the pulley was slipping on the shaft. Northern Sewer Equipment honored the expired warranty and replaced all worn parts, all is good now. L.W.Allen installed a repaired 30 Hp pump at the Iband liftstation and changed a lower seal on a pump at the Hoeschler Dr. Liftstation. We also replaced an "off-float" at the Hoeschler liftstation. The plant is performing well for wintertime operations and we are in full compliance with our WPDES permit requirements. Listed below are some of the other operation and maintenance tasks, which were completed during January 2016.

- Continued to clean weirs, launders and trickling filter arms weekly.
- Cleaned all "out-buildings.
- Replaced crown gears on several Auma valve actuators during that cold snap of – 15 degrees.
- Continue to run the sludge Gravity Belt Thickener (GBT) 3x a week.
- Hauled 2 loads of leachate from the Sand Creek Landfill.
- Continue to check liftstation 2x a week.
- Read hour meters and performed other general plant maintenance tasks.

Mark Flock
WW Plant Manager

City of Sparta Water Utility

Operation and Maintenance Report

January, 2016

In January we pumped 34,169,000 gallons of water compared to 32,815,000 gallons for the same period last year.

The following is a list of what the Water Utility has been working on during the month of January:

- Completed the monthly bacti samples.
- Completed monthly fluoride sample.
- Completed quarterly raw water samples.
- Completed quarterly nitrate sample.
- Ran standby engines and generators for the monthly tests.
- We have completed the hydrant check list for January.
- We had chemicals delivered to some of our well houses from Hawkins Water Treatment Group.
- We continue to do some painting at some of our well houses and filter plants.
- We continue to work on routine meter changes, residential cross connection inspections etc.
- At this time, frost depths in the street are less than in the past couple of years. This is due to the mild November and December. The cold snap we experienced the middle of January, resulted in some frozen meter calls, but overall nothing major.
- I am continuing to spend some of my time working on year end data and getting information assembled for our bookkeeper and the auditors.
- We installed 1,679' of new 8" & 10" water main. We retired 1,679' of 4", 8" & 10" in 2015. We currently have a total of 360,056 ft. (68.19 miles) of water main of various sizes in the city.
- We installed 40 new water services in 2015 and retired 38. We currently have 3424 services in the city.
- We installed 8 new fire hydrants in 2015 and retired 7. We currently have 538 city owned hydrants and 72 private hydrants for a total of 610.
- We completed monthly meter reading route for our large customers.

Todd Hanson
Supervisor
Sparta Water Utility

Check Number	Check Issue Date	Vendor Name	Invoice GL Account	Invoice GL Account Title	Invoice Number	Amount	Description
105211	01/08/2016	Bernie Buchner Inc	700-53870-240	REPAIRS & MAINTENA	824753	485.94	REPAIR PARTS-HEAT EX
105211	01/08/2016	Bernie Buchner Inc	700-53870-210	PROFESSIONAL SERV	824753	979.00	WORK ON HEAT EXCHA
105213	01/08/2016	Cedar Corporation	700-53920-210	PROFESSIONAL SERV	87284	2,578.00	Instrmnt cont upgrade serv
105227	01/08/2016	WE ENERGIES	700-53810-221	HEATING - GAS	5032-284-722 12/15	1,055.28	GAS-RICHBRUBER RD
105290	01/12/2016	USA Blue Book	700-53870-240	REPAIRS & MAINTENA	824203	296.81	HACH ROUND BULB PH
105317	01/15/2016	EVANS PRINT & M	700-53920-310	OFFICE SUPPLIES	14911	365.96	WINDOW ENVELOPES
105337	01/18/2016	JOHN DEERE FINA	700-53870-240	REPAIRS & MAINTENA	11113-44850 12/15	341.99	1133501 WATER HEATER
105340	01/18/2016	SPARTA COOPER	700-53840-371	GAS/OIL	5724 12/15	170.80	GAS CHGS - DEC 2015
105340	01/18/2016	SPARTA COOPER	700-53810-223	DIESEL FUEL	5724 12/15	142.00	DIESEL CHGS - DEC 201
105384	01/20/2016	GUNDERSEN HEA	700-53920-930	MISCELLANEOUS GE	29195	33.33	2016 SAP MEMBERSHIP
105406	01/26/2016	CenturyLink	700-53920-391	TELEPHONE	301277774 1/16	64.00	Telephone
105406	01/26/2016	CenturyLink	700-53860-340	OPERATING SUPPLIE	301283737 1/16	40.12	Telephone - 3368
105406	01/26/2016	CenturyLink	700-53920-391	TELEPHONE	301283737 1/16	264.77	Telephone - 6824
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	62.69	ELECTRICITY-WALRATH
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	19.79	ELECTRICITY-JANE DR 1
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	26.38	ELECTRICITY-STATE HW
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	162.67	ELECTRICITY-HOESCHL
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	15.82	ELECTRICITY-A ST 1/4/15
105426	01/27/2016	XCEL ENERGY	700-53810-220	ELECTRIC	52-6161035-7 12/15	9,531.88	ELECTRICITY-RICHGRUB
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	136.04	ELECTRICITY-JULIE AVE
105426	01/27/2016	XCEL ENERGY	700-53860-340	OPERATING SUPPLIE	52-6161035-7 12/15	48.21	ELECTRICITY-IBAND AVE
105430	01/29/2016	Band Box Cleaners	700-53830-210	PROFESSIONAL SERV	65872	22.32	Towel shop
105443	01/29/2016	Hydrite Chemical C	700-53820-825	SLUDGE THICKENING	01872315	4,671.50	Hydrifloc 9880
105443	01/29/2016	Hydrite Chemical C	700-53820-824	FERRIC CHLORIDE	01872617	6,232.10	Ferric chloride
105445	01/29/2016	L W Allen LLC	700-53860-340	OPERATING SUPPLIE	100376	1,410.36	Pump CONTROLLER
105445	01/29/2016	L W Allen LLC	700-53870-210	PROFESSIONAL SERV	100377	2,964.58	IBAND LIFT STATION-PU
105445	01/29/2016	L W Allen LLC	700-53860-340	OPERATING SUPPLIE	100377	15.00	IBAND LIFT STATION-PU
105449	01/29/2016	North Central Labor	700-53830-340	OPERATING SUPPLIE	366866	803.99	Sulfuric acid/ hydroxide/ph
105458	01/29/2016	The Hardware Store	700-53870-240	REPAIRS & MAINTENA	B225780	31.99	TORCH KIT SEL
105458	01/29/2016	The Hardware Store	700-53870-240	REPAIRS & MAINTENA	B225780	3.20-	DISCOUNT
105461	01/29/2016	USA Blue Book	700-53870-340	OPERATING SUPPLIE	839378	104.53	CAST IRON BLIND FLAN
105470	01/29/2016	L W Allen LLC	700-01070	CONSTRUCTION WOR	3680-0008-#1	231,342.32	SCADA INSTRUMENT &
Grand Totals:						264,416.97	

Check Number	Check Issue Date	Vendor Name	Invoice GL Account	Invoice GL Account Title	Invoice Number	Amount	Description
105212	01/08/2016	BUSCH SYSTEMS I	100-53620-000	GARBAGE & REFUSE	15-05613	7,670.00	RECYCLE BINS
105217	01/08/2016	EVANS PRINT & M	100-53620-000	GARBAGE & REFUSE	DPW AD 12/15	76.00	HOLIDAY GARBAG
105219	01/08/2016	KWIK TRIP	100-53240-371	GAS/OIL	319405 12/15	3,113.43	STREET DEPT GA
105224	01/08/2016	Service Plus Heatin	100-53240-340	OPERATING SUPPLIE	25449	76.04	FLAME SENSORS
105227	01/08/2016	WE ENERGIES	100-53230-221	HEATING - GAS	2463-120-696 12/15	406.51	MAINT FACILITY
105243	01/12/2016	COMPASS MINER	100-53320-340	OPERATING SUPPLIE	71430629	7,819.48	BULK COARSE
105248	01/12/2016	LAMBERT FOREST	100-53330-340	OPERATING SUPPLIE	28619	5,062.50	BRUSH GRINDING
105251	01/12/2016	MODERN DISPOS	100-53620-000	GARBAGE & REFUSE	1/15/16	17,298.02	GARBAGE & REFU
105266	01/12/2016	All American Do It C	100-53240-240	REPAIRS & MAINTENA	STREET DEPT 12/3	122.39	10152721 2X4/2X6/
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	31.50	525017475 GLV MI
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	9.99	525017557 DIESEL
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	10.98	525017602 COUPL
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	8.64	525017885 OIL FIL
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	3.11	525017907 ENGINE
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	50.97	525017983 CHASSI
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	65.40	525018016 CUT-OF
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	11.46	525018030 SEAM S
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	11.46	525018252 SEAM S
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	39.12	525018335 CHERR
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	23.94	525018341 ENGINE
105269	01/12/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 12/25/15	11.46	525018503 SEAM S
105281	01/12/2016	QUILL CORPORATI	100-53100-340	OPERATING SUPPLIE	1837436	117.95	BINDERS/DYMO L
105287	01/12/2016	The Hardware Store	100-53510-340	OPERATING SUPPLIE	120 12/31/15	12.99	A247944 PADLOCK
105287	01/12/2016	The Hardware Store	100-53510-340	OPERATING SUPPLIE	120 12/31/15	15.48	B223719 BATTERY
105287	01/12/2016	The Hardware Store	100-53510-340	OPERATING SUPPLIE	120 12/31/15	5.97	B223753 KEYS
105287	01/12/2016	The Hardware Store	100-53510-340	OPERATING SUPPLIE	120 12/31/15	3.45-	DISCOUNT
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	14.96	A248046 VARNISH
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	9.49	A248195 DURACEL
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	28.49	B223830 BRISTLE
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	21.96	A248758 OXIDE SP
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	19.98	A248932 LARRY LI
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	14.92	A249002 BRISTLE
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	28.25	A249037 BLACK G
105287	01/12/2016	The Hardware Store	100-53460-340	OPERATING SUPPLIE	3180 12/31/15	9.75	B224668 HARDWA
105287	01/12/2016	The Hardware Store	100-53240-240	REPAIRS & MAINTENA	3180 12/31/15	13.61-	DISCOUNT
105289	01/12/2016	U.S. CELLULAR	100-53100-391	TELEPHONE	242967094 12/28/1	9.89	DPW
105295	01/12/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-6161034-6 1/5/1	8.97	LIGHTS-107 N WAT
105295	01/12/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-6161038-0 1/5/1	8,629.22	LIGHTS
105295	01/12/2016	XCEL ENERGY	100-53230-220	ELECTRIC	52-6161038-0 1/5/1	454.30	MAINT SHOP
105295	01/12/2016	XCEL ENERGY	100-53510-220	ELECTRIC	52-6161038-0 1/5/1	185.44	AIRPORT
105295	01/12/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-8821941-6 1/5/1	74.42	LIGHTS-517 N WAT
105295	01/12/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-9213766-6 1/5/1	46.80	LIGHTS-116 W MAI
105303	01/14/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-8821940-5 2015	640.74	LIGHTS-109 N WAT
105305	01/15/2016	CenturyLink	100-53510-391	TELEPHONE	301280811 1/16	128.18	AIRPORT
105325	01/15/2016	RONCO ENGINEE	100-53330-340	OPERATING SUPPLIE	3034030	143.10	SLING W/RING/SLI
105338	01/18/2016	MONROE COUNTY	100-53240-240	REPAIRS & MAINTENA	11/30/2015	368.18	STROBE LIGHT/TI
105339	01/18/2016	PERKINS OIL	100-53240-240	REPAIRS & MAINTENA	0465789	125.76	DIESEL FUEL SUP
105340	01/18/2016	SPARTA COOPER	100-53240-240	REPAIRS & MAINTENA	5127 12/15	303.00	TIRES & TUBES/LA
105340	01/18/2016	SPARTA COOPER	100-53240-371	GAS/OIL	5127 12/15	284.61	GAS CHGS - DEC 2
105384	01/20/2016	GUNDERSEN HEA	100-53240-340	OPERATING SUPPLIE	29195	33.34	2016 SAP MEMBE
105395	01/20/2016	SMC OUTDOOR S	100-53320-120	SNOW REMOVAL-SAL	2361	110.00	SNOW REMOVAL-
105406	01/26/2016	CenturyLink	100-53230-391	TELEPHONE	301284392 1/16	131.23	CITY SHOP
105407	01/26/2016	COMPASS MINER	100-53320-340	OPERATING SUPPLIE	71437096	7,708.15	BULK COARSE
105413	01/26/2016	MODERN DISPOS	100-53620-000	GARBAGE & REFUSE	2/1/16	17,298.02	GARBAGE & REFU
105416	01/26/2016	QUILL CORPORATI	100-53100-340	OPERATING SUPPLIE	2236029	35.92	ROUND RING BIND
105424	01/27/2016	WALMART COMMU	100-53230-340	OPERATING SUPPLIE	7184 12/15	7.20	STREET DEPT
105426	01/27/2016	XCEL ENERGY	100-53510-220	ELECTRIC	52-0793737-9 DEC	13.51	AIRPORT

Check Number	Check Issue Date	Vendor Name	Invoice GL Account	Invoice GL Account Title	Invoice Number	Amount	Description
105426	01/27/2016	XCEL ENERGY	100-53510-220	ELECTRIC	52-6334618-5 12/15	37.32	AIRPORT
105426	01/27/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-7351573-2 DEC	455.98	LIGHTS-S CHESTE
105426	01/27/2016	XCEL ENERGY	100-53420-000	STREETE LIGHTING	52-7351573-2 DEC	134.39-	CREDIT
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	225.98	525018694 BATTE
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	31.50	525018760 BLACK
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	9.99	525018855 DEF 2.5
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	81.45	525019531 HD OIL
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	114.36	525019537 WORKL
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	5.95	525019686 MINI-BL
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	19.74	525019688 PWR W
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	119.00	525019748 SOLDE
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	10.98	525019780 STT LA
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	14.99	525019786 1/4 DR
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	26.14	525019818 ENGINE
105428	01/29/2016	Auto Value Parts St	100-53240-240	REPAIRS & MAINTENA	52500066 1/16	82.00	525019961 CABLE
105433	01/29/2016	CROELL REDI-MIX	100-53330-340	OPERATING SUPPLIE	97158	240.00	CONCRETE BLOC
105434	01/29/2016	CULPITT, CLINTON	100-53320-340	OPERATING SUPPLIE	1/26/16	29.25	REFUND COST OF
105446	01/29/2016	Mar-Han Inc	100-53240-240	REPAIRS & MAINTENA	30197	169.90	WASH BRUSH/HAN
105460	01/29/2016	UNIVERSAL TRUC	100-53240-240	REPAIRS & MAINTENA	41035	21.50	RUBBER DUST CA
105460	01/29/2016	UNIVERSAL TRUC	100-53240-240	REPAIRS & MAINTENA	41049	715.40	TOE LIFT CYLINDE
105467	01/29/2016	Wisconsin Rural Wa	100-53100-320	PUBLICATIONS/SEMIN	18254 2016	170.00	WRWA CONF LYN
Grand Totals:						81,392.55	

Check Number	Check Issue Date	Vendor Name	Invoice GL Account	Invoice GL Account Title	Invoice Number	Amount	Description
105206	01/07/2016	GovPayNet	600-01420	CUSTOMER ACCOUN	REF 15850878	112.04	Refund/K Steinhoff PLC#4
105215	01/08/2016	Coulee Region Mec	600-53650-685	MAINTENANCE OF SE	15-1049	440.00	CROSS CONNECTION IN
105220	01/08/2016	L W Allen LLC	600-53630-652	MAINT. WATER TREAT	100130	182.92	APC BK350CS UPS
105223	01/08/2016	O'REILLY AUTOMO	600-53600-626	MISC EXPENSES PUM	2236-391114	6.95	TUR T79
105223	01/08/2016	O'REILLY AUTOMO	600-53600-626	MISC EXPENSES PUM	2236-391114	.36-	LESS SALES TAX
105226	01/08/2016	Thermo-Tech Mach	600-53600-633	MAINTENANCE OF PU	36230	3,000.00	THERMAL INSULATION-
105227	01/08/2016	WE ENERGIES	600-53600-623	FUEL & POWER PURC	0072-378-771 12/15	327.28	GAS-STANNARD DR
105227	01/08/2016	WE ENERGIES	600-53600-623	FUEL & POWER PURC	1494-782-965 12/15	636.26	GAS-2050 RILEY RD
105227	01/08/2016	WE ENERGIES	600-53600-623	FUEL & POWER PURC	3691-118-861 12/15	370.30	GAS-TOWER ST
105227	01/08/2016	WE ENERGIES	600-53920-933	TRANSPORTATION	4203-487-249 12/15	87.66	GAS-N CHESTER ST BLD
105227	01/08/2016	WE ENERGIES	600-53920-933	TRANSPORTATION	8027-738-979 12/15	69.79	GAS-N CHESTER ST BLD
105228	01/08/2016	WI State Lab of Hyg	600-53630-642	OPERATION LABOR &	445493	25.00	Fluoride samples
105264	01/12/2016	1ST COMMUNITY	600-53920-933	TRANSPORTATION	0976 12/28/15	59.10	WATER DEPT
105264	01/12/2016	1ST COMMUNITY	600-53630-652	MAINT. WATER TREAT	0976 12/28/15	20.81	WATER DEPT
105264	01/12/2016	1ST COMMUNITY	600-53630-652	MAINT. WATER TREAT	0976 12/28/15	19.71	WATER DEPT
105285	01/12/2016	SPARTA COOPER	600-53920-933	TRANSPORTATION	5128 12/31/15	442.73	GAS CHGS - DEC 2015
105290	01/12/2016	USA Blue Book	600-53650-665	MISC EXPENSES TRA	831151	81.31	BLUE FLAGS
105290	01/12/2016	USA Blue Book	600-53650-685	MAINTENANCE OF SE	831151	94.93	CURB BOX LOCK
105290	01/12/2016	USA Blue Book	600-53650-663	METER EXPENSE	831151	41.55	CABLE TIE
105317	01/15/2016	EVANS PRINT & M	600-53900-905	MISC CUSTOMER AC	14911	365.96	WINDOW ENVELOPES
105337	01/18/2016	JOHN DEERE FINA	600-53630-643	MISC EXPENSES WAT	11113-44850 12/15	20.36	1140672 PAINT BRUSH/R
105337	01/18/2016	JOHN DEERE FINA	600-53600-626	MISC EXPENSES PUM	11113-44850 12/15	44.99	1143665 TORCH HEAD
105337	01/18/2016	JOHN DEERE FINA	600-53600-626	MISC EXPENSES PUM	11113-44850 12/15	4.17	1144063 MOUSE TRAP
105384	01/20/2016	GUNDERSEN HEA	600-53920-930	MISCELLANEOUS GE	29195	33.33	2016 SAP MEMBERSHIP
105390	01/20/2016	Public Service Com	600-53920-928	REGULATORY COMMI	1512-I-05610	1,268.56	RATE APP EXPENSES F
105400	01/20/2016	XCEL ENERGY	600-53600-623	FUEL & POWER PURC	52-809025-1 1/16	225.59	ELECTRICITY-ICECAP R
105400	01/20/2016	XCEL ENERGY	600-53600-623	FUEL & POWER PURC	528327905-4 1/13/1	3,226.24	ELECTRICITY-2050 RILE
105400	01/20/2016	XCEL ENERGY	600-53600-623	FUEL & POWER PURC	52-8327905-4 1/16	183.93	ELECTRICITY-3185 RILE
105406	01/26/2016	CenturyLink	600-53600-626	MISC EXPENSES PUM	301282035 1/16	204.20	Telephone -4334
105406	01/26/2016	CenturyLink	600-53600-626	MISC EXPENSES PUM	301283684 1/16	71.33	Telephone - 6719
105436	01/29/2016	Davy Laboratories	600-53630-642	OPERATION LABOR &	6010033	190.00	Coliforms
105436	01/29/2016	Davy Laboratories	600-53630-642	OPERATION LABOR &	6010034	114.00	Coliforms
105436	01/29/2016	Davy Laboratories	600-53630-642	OPERATION LABOR &	6010216	37.00	Nitrate
105441	01/29/2016	Hawkins Inc	600-53630-641	CHEMICALS	3828285 RI	2,021.35	CHLORINE/SODIUM HYD
105442	01/29/2016	HD Supply Waterwo	600-03460	METERS - TRANS & DI	E866058	969.62	MEAS CHAMBER
105442	01/29/2016	HD Supply Waterwo	600-03460	METERS - TRANS & DI	E921536	7,750.00	3/4S Iperl mtr
105453	01/29/2016	Safe-Fast Inc	600-53630-643	MISC EXPENSES WAT	163328	93.00	Nitrile gloves
105454	01/29/2016	Schilling Supply Co	600-53600-626	MISC EXPENSES PUM	523084-00	80.64	Towels/ toilet tissue/wiper
105454	01/29/2016	Schilling Supply Co	600-53630-643	MISC EXPENSES WAT	523084-00	80.64	Towels/ toilet tissue/wiper
105454	01/29/2016	Schilling Supply Co	600-53650-665	MISC EXPENSES TRA	523084-00	80.64	Towels/ toilet tissue/wiper
105458	01/29/2016	The Hardware Store	600-53600-626	MISC EXPENSES PUM	B225735	14.68	ELBOW/HARDWARE
105458	01/29/2016	The Hardware Store	600-53600-626	MISC EXPENSES PUM	B225735	1.47-	DISCOUNT
105458	01/29/2016	The Hardware Store	600-53600-626	MISC EXPENSES PUM	B226611	10.49	REMOVER SILICONE CA
105458	01/29/2016	The Hardware Store	600-53600-626	MISC EXPENSES PUM	B226611	1.05-	DISCOUNT
105459	01/29/2016	TRAFFIC & PARKI	600-53920-930	MISCELLANEOUS GE	514750	121.90	MAGNETIC LOGO
105459	01/29/2016	TRAFFIC & PARKI	600-53920-930	MISCELLANEOUS GE	514957	27.00	DECAL
105461	01/29/2016	USA Blue Book	600-53600-626	MISC EXPENSES PUM	849038	46.80	WATERPROOF PEN-SHA
105464	01/29/2016	Walmart Community	600-53600-626	MISC EXPENSES PUM	05376	136.95	16G USB DRIVE/PF TURB
105464	01/29/2016	Walmart Community	600-53600-626	MISC EXPENSES PUM	09357	49.00	BULL CLIPS/GV LED CLA
105466	01/29/2016	WI Emergency Man	600-53920-930	MISCELLANEOUS GE	191988	205.00	2015 Tier II chemical fee -
105466	01/29/2016	WI Emergency Man	600-53920-930	MISCELLANEOUS GE	191996	205.00	2015 Tier II chemical fee -
105466	01/29/2016	WI Emergency Man	600-53920-930	MISCELLANEOUS GE	192000	205.00	2015 Tier II chemical fee -
105466	01/29/2016	WI Emergency Man	600-53920-930	MISCELLANEOUS GE	192002	205.00	2015 Tier II chemical fee -
105467	01/29/2016	Wisconsin Rural Wa	600-53920-930	MISCELLANEOUS GE	22294	170.00	WRWA CONF TODD HAN
105469	01/29/2016	C.A. Turner Co Inc	600-53650-687	MAINTENANCE OF HY	14279	527.90	4' HDX marker
Grand Totals:						25,005.73	

julie hanson

From: lynn jerome
Sent: Thursday, February 04, 2016 3:40 PM
To: julie hanson

Water Rate Comparison

Meter Size	Old Service Charge Per Quarter	New Service Charge Per Quarter	Difference Per Quarter
5/8"	$24.72	$24.75	$0.03
¾"	$24.72	$24.75	$0.03
1"	$40.17	$40.50	$0.33
1.5"	$74.16	$75.00	$0.84
2"	$123.60	$124.50	$0.90

Meter sizes go up to 12"

Volume Charge Per Quarter	Old Rate Per 100 Cu Ft	New Rate Per 100 Cu Ft	Difference
First 5,100 Cu Ft	$2.16	$2.27	$0.11
Next 270,000 Cu Ft	$1.99	$2.10	$0.11
Next 300,000 Cu Ft	$1.66	$1.80	$0.14
Over 575,100 Cu Ft	$1.49	$1.60	$0.11

Example: Old: New: Difference:

	Per Quarter	Per Quarter	Per Quarter
Small Residential Bill			
7 Cu Ft Usage	$39.84	$40.64	$0.80
Residential Bill			
14 Cu Ft Usage	$54.96	$56.53	$1.57
Residential Bill			
25 Cu Ft Usage	$78.72	$81.50	$2.78
Large Residential Bill			
50 Cu Ft Usage	$132.72	$138.25	$5.53

A complete detail is included in the packet

Lynn Jerome

Director of Public Works

(608) 269-4340 Ext 228

Fax (608) 269-5046 Cell (608) 487-1601

dpw@spartawisconsin.org <mailto:dpw@spartawisconsin.org>

Niemeier & Sullivan-Flock, S.C.

Attorneys at Law
101 N. Water Street, P.O. Box 709
Sparta, WI 54656
Ph: 608-269-1726 Fax: 608-487-9551
Assisting clients in Wisconsin, Minnesota and Iowa

January 20, 2016

City Attorney Richard Heitman
112 W Oak Street
Sparta, WI 54656

Re: Kenton, LLC and NSF Properties

Dear Attorney Heitman:

It is my understanding, from our conversations, that you are willing to ask the City Department of Public Works to review the itemized damages from Mr. John Wickland, d/b/a Kenton, LLC, the owner of the building at 101 South Water Street, as well as the damages suffered by NSF Properties, the owner of the building located at 101 North Water Street in the City of Sparta, Wisconsin. The list of damages would also include damages to our law practice as the renter of the building located at 101 North Water Street. We do have receipts for all of the replacement items purchased for our building at 101 North Water Street, including but not limited to the receipts for Service Master, carpeting, replacement furniture and other office items that were damages by the flood. You will also note, in the list of damages, estimated work hours. I did want to take an opportunity to explain the work hours that are listed. When the flood occurred, it was necessary for our entire office to be moved from the lower level of our building up to the second level, which was unoccupied at the time. Both law partners, Attorney Rick Niemeier and Attorney Kerry Sullivan-Flock, provided a great deal of the physical labor of moving the furniture, including all office equipment and files. It was necessary for us to pay Charter to reconnect our phone system and computers upstairs and we also did have to utilize an IT person to help with the transition. All of the individuals who assisted us are family members of Attorney Niemeier, who graciously gave up all of their time to help us move our furniture, files and everything else from the office and get set up. There was also some work that needed to be done upstairs to get it even minimally ready to utilize as an office, such as cleaning and painting. We had hoped to be able to reimburse some of these individuals for all of their time, although we have not financially been able to do so.

Myself and my partner did also try to estimate our lost work hours as a result of the flood, the move to the second floor, and then subsequently the move back down to the first floor. Our assistant, Sue, also helped us a great deal. You will note that I, fortunately, had less lost work hours as during the week of the flood. I was in a jury trial in Monroe County, and I was able to pack up everything I needed for the trial and keep it in my car and do any work that I needed to do either in my car or from my home that week. We also, at the time of this list, included only one month's lost rent, that being the month of October.

Since the time that I provided our original list of damages to the City of Sparta, we have continued to incur additional costs. Our original business plan included re-carpeting our upper floor and eventually rent that office space. Due to the significant financial impact that this flood has had on our business, we have been unable to do so and that space has remained unrented until we are financially able to get it physically in shape to rent. That is not likely until we are reimbursed for our significant loss. The estimated rental for that upper office is $450.00 per month. If we are unable to resolve this dispute, we intend to file an amended claim with the City of Sparta, including loss of rent for every month since the date of the flood as this is a natural and foreseeable consequence of the damage to the building and business. We also have incurred other damages, such as interest on loans that we have had to take out to cover our losses as well as the actual costs of filing the legal action against Gerke Excavating. Also, we have kept track of our attorney's fees in representing our business, NSF Properties and Kenton, LLC. The attorney's fees, at this time, are in the neighborhood of $2,000.00. These are hours that we have spent on this lawsuit that we have not been representing other clients. At this time, we are willing to forego all of these lost items mentioned and stick to our original amount presented in the enclosed list to resolve this matter. In the event that there is no resolve, our monthly expenses will continue to mount and we will seek reimbursement of all of them. We are also putting the engineering firm on notice that they may become involved in the litigation as well, as they were the original designer of the project which may come into play in this matter.

Our sincere thanks for being willing to ask the City of Sparta to review this matter. It is unfortunate that we are at this point and it is unfortunate that your hired contractor, Gerke Excavating, has saw fit to treat property owners in the City of Sparta that they have damaged in such a fashion. It is our sincere belief that no business owner or property owner in downtown Sparta should have to go through such a significant loss, compounded by the complete lack of responsibility shown by the contractor.

Please let us know if you need further information.

Sincerely,

NIEMEIER & SULLIVAN-FLOCK

Kerry Sullivan-Flock
kerry@niemeierflocklaw.com
KSF/sdl

Enclosures

Damaged items:

- Kerry's desk: $300.00
- Kerry's credenza: $150.00
- One 2 drawer wood file cabinet: $ 50.00
- One 4 shelf book case: $180.00
- One 3 shelf book case: $ 20.00
- One microwave cart: $100.00
- One microwave: $100.00
- Two drawing tables: $ 80.00
- One end table: $ 15.00
- One side table: $ 20.00
- One coffee table: $ 20.00
- Two rugs: $ 20.00
- Total: $1,055.00

Carpeting: $2,973.00

Service Master: $4,164.25

Furnace check: $ 219.17

Water heater check: $ 68.58

Computer set up: $ 150.00

Clean-up/set up temporary office/reset up main office:

- Rick: 50 hrs. x $20/hr. = $1,000
- Michelle: 8 hrs. x $20/hr. = $160
- Pat: 10 hrs. x $20/hr. = $200
- Ramon: 10 hrs. x $20/hr. = $200
- Dawn: 3 hrs. x $20/hr. = $60
- Bruce: 4 hrs. x $20/hr. = $80
- Cathy: 5 hrs. x $20/hr. = $100
- Dave: 2.5 hrs. x $20/hr. = $50
- Sue: 20 hrs. x $20/hr. = $400
- Kerry: 20 hrs. x $20/hr. = $400
- Total: $2,650

Lost work:

- Rick: 35 hrs. x $130/hr. = $5,250.00
- Sue: 15 hrs. x $14.50/hr. = $ 217.50
- Kerry: 15 hrs. x $130/hr. = $1,950.00
- Total: $7,417.50

Items purchased:

- Blinds for upstairs office: $ 50.39
- Paint/paint supplies: $330.80
- Rug: $ 89.96
- Drill rental/supplies: $ 40.52
- Office supplies: $ 33.96

Lost rent for October: $450

Total loss to date (10/28/14): $19,693.13

LIST OF DAMAGES

JOHN WICKLAND, DOING BUSINESS AS KENTON, LLC

• SERVEPRO (water restoration):	$2,436.83
• LEON FLOORS & MORE (Replacement of linoleum):	$1,162.00
• BRUCE KIRKING (wall restoration):	$ 180.00
• TIME FOR JOHN WICKLAND, including moving And clean up - 8 hours at $30.00 per hour:	$ 240.00
Total out-of-pocket damages at this time:	$4,018.83

**Attorney fees will be included as incurred **

SPARTA MUNICIPAL WATER DEPARTMENT

Proposed Water Rates and Rules

Public Fire Protection Service - - - F-1

Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

The annual charge for public fire protection service to the City of Sparta shall be $494,855. The utility may bill for this amount in equal quarterly installments.

Billing: Same as Schedule Mg-1.

Private Fire Protection Service - Unmetered - - - Upf-1

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Private Fire Protection Service Demand Charges:

	Quarterly	Monthly
2 - inch or smaller connection - $	24.00	8.00
2 ½ -inch connection - $	39.00	13.00
3 - inch connection - $	45.00	15.00
4 - inch connection - $	75.00	25.00
6 - inch connection - $	150.00	50.00
8 - inch connection - $	240.00	80.00
10 - inch connection - $	363.00	121.00
12 - inch connection - $	480.00	160.00
14 - inch connection - $	600.00	200.00
16 - inch connection - $	720.00	240.00

Billing: Same as Schedule Mg-1.

General Service - Metered - - - Mg-1

Service Charges:

	Quarterly	Monthly		Quarterly	Monthly
⅝ -inch meter - $	24.75	8.25	3 -inch meter - $	189.00	63.00
¾ -inch meter - $	24.75	8.25	4 -inch meter - $	339.00	113.00
1 -inch meter - $	40.50	13.50	6 -inch meter - $	639.00	213.00
1¼ -inch meter - $	54.00	18.00	8 -inch meter - $	864.00	288.00
1½ -inch meter - $	75.00	25.00	10 -inch meter - $	1,029.00	343.00
2 -inch meter - $	124.50	41.50	12 -inch meter - $	1,392.00	464.00

Plus Volume Charges:

First	5,100	cubic feet used quarterly - $2.27 per 100 cubic feet
Next	270,000	cubic feet used quarterly - $2.10 per 100 cubic feet
Next	300,000	cubic feet used quarterly - $1.80 per 100 cubic feet
Over	575,100	cubic feet used quarterly - $1.60 per 100 cubic feet

First	1,700	cubic feet used monthly - $2.27 per 100 cubic feet
Next	90,000	cubic feet used monthly - $2.10 per 100 cubic feet
Next	100,000	cubic feet used monthly - $1.80 per 100 cubic feet
Over	191,700	cubic feet used monthly - $1.60 per 100 cubic feet

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. At utility discretion, high volume customers may be billed monthly. A late payment charge of 3 percent but not less than 50 cents will be added to bills not paid within 20 days of issuance. This ONE-TIME 3 percent late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: For residential customers, volumetric readings from all meters on a single service lateral shall be combined for billing. For nonresidential customers, volumetric readings may be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. This requirement does not preclude the utility from combining readings where metering configurations support such an approach. Volumetric readings from individually metered separate service laterals may not be combined for billing purposes.

General Service - Suburban - - - Mg-2

Water customers residing outside the corporate limits of the City of Sparta shall be billed at the regular rates for service (Schedule Mg-1) plus a 25 percent surcharge.

Billing: Same as Schedule Mg-1.

Additional Meter Rental Charge - - - Am-1

Upon request, the utility shall furnish and install additional meters to:

A. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and

B. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of $40.00 and a quarterly/monthly rental fee for the use of this additional meter.

Additional Meter Rental Charges:

	Quarterly	Monthly
⅝ -inch meter - $	12.30	4.10
¾ -inch meter - $	12.30	4.10
1 -inch meter - $	20.25	6.75
1¼ -inch meter - $	27.00	9.00
1½ -inch meter - $	37.50	12.50
2 -inch meter - $	62.25	20.75

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

A. The additional meter is ¾-inch or smaller if the metering configuration is the Addition Method; or

B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than ¾-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1 rates shall apply.

Billing: Same as Schedule Mg-1.

Other Charges - - - OC-1

Payment Not Honored by Financial Institution Charge: The utility shall assess a $20.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Special Meter Reading Charge: The utility shall assess a $15.00 charge to the requestor whenever an existing customer or the property owner requests a special meter reading by utility personnel on a date other than the regularly scheduled meter reading. This charge may not be assessed if the customer or the property owner provides the meter reading. This charge may not be assessed to a new customer.

Billing: Same as Schedule Mg-1.

Public Service - - - Mpa-1

Metered Service
Water used by the City of Sparta on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1 for nonresidential customers.

Unmetered Service
Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1 for nonresidential customers, excluding any service charges.

Billing: Same as Schedule Mg-1.

General Water Service - Unmetered - - - Ug-1

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 1,400 cubic feet of water per quarter under Schedule Mg-1, including the service charge for a ⅝-inch meter. If the utility determines that actual usage exceeds 1,400 cubic feet of water per quarter, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

Seasonal, Emergency, or Temporary Service - - - Mgt-1

Delete.

Seasonal Service - - - Sg-1

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1 or Schedule Ug-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

Building and Construction Water Service - - - Mz-1

Delete.

Bulk Water - - - BW-1

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;

B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,

C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of $40.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

Reconnection Charges - - - R-1

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours:	$40.00
After normal business hours:	$55.00

Billing: Same as Schedule Mg-1.

Water Lateral Installation Charge - - - Cz-1

The utility shall charge a customer for installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66. The charges shall be as follows:

¾"-inch or 1-inch copper water service	$300.00
Larger sized service	$ Actual Cost

Billing: Same as Schedule Mg-1.

Rules and Regulations - - - X-1

Delete Schedule X-1. Incorporate the operating rules for municipal water utilities as provided by the Public Service Commission.

Water Main Extension Rule - - - X-2

Water mains will be extended for new customers on the following basis:

A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.

B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:

1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.

2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.

C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

Water Main Installations in Platted Subdivisions - - - X-3

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

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WATER UTILITY OPERATING RULES

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

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WATER UTILITY OPERATING RULES

Reconnection of Service

Where the water utility has disconnected service at the customer's request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

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WATER UTILITY OPERATING RULES

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter, valve, and backflow preventer are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

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WATER UTILITY OPERATING RULES

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

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WATER UTILITY OPERATING RULES

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

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WATER UTILITY OPERATING RULES

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

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WATER UTILITY OPERATING RULES

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

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WATER UTILITY OPERATING RULES

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and, for some reason, you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

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WATER UTILITY OPERATING RULES

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.

B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.

C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. § 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to insure the safety of the public.

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WATER UTILITY OPERATING RULES

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger's Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.

B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.

C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.