



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Agenda - Approved WATER UTILITY BOARD

*Consider: Who benefits? Who is burdened?
Who does not have a voice at the table?
How can policymakers mitigate unintended consequences?*

Wednesday, January 29, 2025

4:30 PM

119 E. Olin Ave.

The City of Madison is holding the Water Utility Board Meeting in person.

To register to speak on an item, you will do so in person at the meeting. Please arrive early if you plan to register to speak.

Written Comments: You can send comments on agenda items to waterutilityboard@cityofmadison.com

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below at least three business days prior to the meeting.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg peb hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

For accommodations, contact: Jody Berndt, (608) 206-1718, jberndt@madisonwater.org.

CALL TO ORDER / ROLL CALL

APPROVAL OF MINUTES

Meeting minutes for 11/25/2024: <https://madison.legistar.com/calendar.aspx>

PUBLIC COMMENT

DISCLOSURES AND RECUSALS

Members of the body should make any required disclosures or recusals under the City's Ethics Code.

NEW BUSINESS

1. [16738](#) General Public Comment
2. [86841](#) Amend the 2025 Water Utility Board Meetings Schedule
 Attachments: [Item 2 - Attachment A - 2025 WUB Meeting Schedule.pdf](#)
 [Item 2 - Memo - 2025 Water Utility Board Meeting Dates.pdf](#)
3. [86845](#) 2025 Water Utility Board Master Agenda Calendar
 Attachments: [Item 3 - Memo - 2025 Board Master Agenda Calendar.pdf](#)
 [Item 3 - Attachment A - Draft 2025 Master Agenda Calendar.pdf](#)
4. [86206](#) Annual Board Member Statement of Interest Filing
 Attachments: [Memo - Statement of Interest Filing Reminder.pdf](#)
5. [86774](#) Authorizing a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26
 Attachments: [Memo - Non-Competitive Selection Contract.pdf](#)
 [Non-Competitive Selection Request Form.pdf](#)
 [Draft Contract.pdf](#)
6. [86846](#) Water Production Monthly Report
 Attachments: [Item 6 - Memo - Water Production Report December 2024.pdf](#)
 [Item 6 - Attachment A - Daily and Cumulative Water Production as of 12.31.24.pdf](#)
 [Item 6 - Attachment B - Unit Well Capacity Utilization as of 12.31.24.pdf](#)
7. [86847](#) Financial Conditions Monthly Report
 Attachments: [Item 7 - Memo - Financial Conditions Report January 2025.pdf](#)
 [Item 7 - Attachment Financial Conditions Report as of 11.30.24.pdf](#)
8. [86848](#) Monthly Capital Projects Report
 Attachments: [Item 8 - Memo - Capital Projects Monthly Report 2025-01-29.pdf](#)
 [Item 8 - Attachment - Capital Projects Monthly Report 2025-01-29.pdf](#)
9. [86849](#) Monthly Operations Report
 Attachments: [Item 9 - Memo Monthly Operations report January 2025.pdf](#)
 [Item 9 - Monthly Operations Report January 2025.pdf](#)
10. [86850](#) Monthly Public Information Report
 Attachments: [Item 10 - Memo - Public Information Report.pdf](#)
 [Item 10 Attachment A - Utility Highlights.pdf](#)

ADJOURN TO CLOSED SESSION

When the Water Utility Board considers the following matter, it may go into closed session pursuant to sec. 19.85(1)(g), Wis. Stats., which reads as follows:

Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

If the Water Utility Board does go into closed session, notice is hereby given pursuant to sec. 19.85(2), Wis. Stats., that it may reconvene in open session without waiting 12 hours as specified in the statute.

11. [86852](#) Contemplated closed session pursuant to Wis. Stats. §19.85(1)(g)(conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) relating to 1804 S. Park Street, Madison, WI.

RECONVENE INTO OPEN SESSION

12. [84022](#) Meeting Evaluation and Discussion
 Attachments: [Board_Evaluation - Copy.pdf](#)
 Led by Alder Latimer Burris

ADJOURNMENT



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 16738

File ID: 16738

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 11/24/2009

File Name: Written Public Comments

Final Action:

Title: General Public Comment

Notes:

Sponsors:

Effective Date:

Attachments:

Enactment Number:

Author:

Hearing Date:

Entered by: arobb@cityofmadison.com

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

Text of Legislative File 16738

Title

General Public Comment



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 86841

File ID: 86841

File Type: Miscellaneous

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 01/22/2025

File Name: Amend the 2025 Water Utility Board Meeting
Schedule

Final Action:

Title: Amend the 2025 Water Utility Board Meetings Schedule

Notes:

Sponsors:

Effective Date:

Attachments: Item 2 - Attachment A - 2025 WUB Meeting
Schedule.pdf, Item 2 - Memo - 2025 Water Utility
Board Meeting Dates.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|---------|------------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/22/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Miscellaneous was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86841

.Title

Amend the 2025 Water Utility Board Meetings Schedule

.Body

The Water Utility Board (Board) meets monthly January-November on the fourth Tuesday of the month, unless dates conflict with 1) a prohibited meeting date, including Common Council and budget meetings, and 2) City-recognized holidays. After taking these parameters into consideration, the Board approved the 2025 Board meeting schedule at its meeting on November 25, 2024. See Attachment A. After that approval it was discovered that the September meeting date of 23rd falls on Rosh Hashanah. It is proposed that the September meeting date be therefore moved to the 24th.

MEMORANDUM

Date: November 25, 2024

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: 2025 Water Utility Board Meetings Schedule

RECOMMENDATION

Approve the 2025 Water Utility Board Meetings schedule.

SUMMARY:

The Water Utility Board (Board) meets monthly January-November on the fourth Tuesday of the month, unless dates conflict with 1) a prohibited meeting date, including Common Council and budget meetings, and 2) City-recognized holidays. After taking these parameters into consideration, staff has prepared the 2025 Board meeting schedule for approval.

| 2025 Water Utility Board Meeting Schedule | | | |
|---|-------------------------|----------------|---------------------------|
| | 4 th Tuesday | Alternate Date | Reason for Alternate Date |
| January | 28 | 29 | Council meeting on 01/28 |
| February | 25 | 26 | Council meeting on 02/25 |
| March | 25 | 26 | Council meeting on 03/25 |
| April | 22 | | |
| May | 27 | | |
| June | 24 | | |
| July | 22 | | |
| August | 26 | | |
| September | 23 | | |
| October | 28 | 29 | Council meeting on 10/28 |
| November | 25 | 24 | Council meeting on 11/25 |
| December | No meeting | | |

ATTACHMENTS:

None

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: 2025 Water Utility Board Meetings Schedule

RECOMMENDATION

Amend the 2025 Water Utility Board meetings schedule previously approved.

SUMMARY:

The Water Utility Board (Board) meets monthly January-November on the fourth Tuesday of the month, unless dates conflict with 1) a prohibited meeting date, including Common Council and budget meetings, and 2) City-recognized holidays. After taking these parameters into consideration, the Board approved the 2025 Board meeting schedule at its meeting on November 25, 2024. See Attachment A. After that approval it was discovered that the September meeting date of 23rd falls on Rosh Hashanah. It is proposed that the September meeting date be therefore moved to the 24th.

ATTACHMENTS:

1. **Attachment A** - 2025 Board Meeting Schedule Approved on 11-25-2024



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 86845

File ID: 86845

File Type: Miscellaneous

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 01/23/2025

File Name: 2025 Water Utility Board Master Agenda Calendar

Final Action:

Title: 2025 Water Utility Board Master Agenda Calendar

Notes:

Sponsors:

Effective Date:

Attachments: Item 3 - Memo - 2025 Board Master Agenda
Calendar.pdf, Item 3 - Attachment A - Draft 2025
Master Agenda Calendar.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|---------|------------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Miscellaneous was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86845

.Title

2025 Water Utility Board Master Agenda Calendar

.Body

Customarily, staff presents an annual Water Board Master Agenda Calendar at the first meeting of the year in January for the Water Board's consideration and approval. The Calendar lists all regular agenda items planned for the year.

See attachments for Draft 2024 Master Agenda Calendar.

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: *Draft* 2025 Water Utility Board Master Agenda Calendar

RECOMMENDATION

Approve the 2025 Water Utility Board Master Agenda Calendar.

SUMMARY

Customarily, staff presents an annual Water Board Master Agenda Calendar at the first meeting of the year in January for the Water Board's consideration and approval. The Calendar lists all regular agenda items planned for the year.

ATTACHMENTS:

1. Attachment A – *Draft* 2025 Water Utility Board Master Agenda Calendar

MADISON WATER UTILITY BOARD

2025 Board Master Agenda Calendar

DRAFT- Updated January 29, 2025

| Month | Mtg. Length | Item | Action |
|-----------|-------------|---|---|
| January | 2 hours | 2024 Board Agenda Calendar Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Approve Review & Accept |
| February | 2 hours | Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Review & Accept |
| March | 2 hours | Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Review & Accept |
| April | 2 hours | Water Quality Report Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Approve Review & Accept |
| May | 2 hours | Water Utility Annual Board Report Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations Annual Review of General Manager | Review & Accept Review & Accept Conduct |
| June | 2 hours | Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Review & Accept |
| July | 2 hours | Annual Independent Financial Audit Report Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Review & Accept Review & Accept |
| August | 2 hours | Proposed 2024 Annual Capital and Operating Budgets Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Approve Review & Accept |
| September | 2 hours | Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operation | Review & Accept |
| October | 2 hours | Annual Board Officers Elections Water Quality Report Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Conduct Review & Accept Review & Accept |
| November | 2 hours | Board Meeting Dates Annual Calendar Board Members' Annual Statement of Interest Filing Monthly Reports: Water Production; Financial Conditions; Capital Projects; and Operations | Approve Reminder Review & Accept |
| December | | No Regular Meeting | |



City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 86206

File ID: 86206

File Type: Miscellaneous

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 11/20/2024

File Name: Annual Board Member Statement of Interest Filing - Reminder

Final Action:

Title: Annual Board Member Statement of Interest Filing

Notes:

Sponsors:

Effective Date:

Attachments: Memo - Statement of Interest Filing Reminder.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|--|---------------|------------|---------|---------------------|-----------|-----------------|---------|
| 1 | Water Utility | 11/20/2024 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Miscellaneous was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86206

.Title

Annual Board Member Statement of Interest Filing

Body

SUMMARY

This is a legally required reminder that, as per Madison General Ordinance (MGO) 3.35(9)(i)2, each board member is required to file a Statement of Interest (SOI) every year. The filing deadline is **January 2, 2024**. Staff is requesting all board members to complete and file the Statement of Interest on time.

After the filing deadline, the City Clerk's Office will notify BCC members who have not filed the SOI, and those that have not filed will not be able to participate in or vote on any matter before the body. Continued failure to file the SOI will result in the Common Council removing the member from the body.

Statements of Interest must be submitted electronically at the following link:

www.cityofmadison.com/statementofinterests

FISCAL IMPACTS

None

ATTACHMENTS

None

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: Annual Board Member Statement of Interest Filing -
Reminder

SUMMARY

This is a legally required reminder that, as per Madison General Ordinance (MGO) 3.35(9)(i)2, each board member is required to file a Statement of Interest (SOI) every year. The filing deadline was **January 7, 2025**. Staff is requesting all board members to complete and file the Statement of Interest, if not done already.

After the filing deadline, the City Clerk's Office will notify BCC members who have not filed the SOI, and those that have not filed will not be able to participate in or vote on any matter before the body. Continued failure to file the SOI will result in the Common Council removing the member from the body.

Statements of Interest must be submitted electronically at the following link:
www.cityofmadison.com/statementofinterests

FISCAL IMPACTS

None

ATTACHMENTS

None



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 86774

File ID: 86774

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 01/17/2025

File Name: Authorizing a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26

Final Action:

Title: Authorizing a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26

Notes:

Sponsors: John W. Duncan, Amani Latimer Burris And Regina M. Vidaver

Effective Date:

Attachments: Memo - Non-Competitive Selection Contract.pdf, Non-Competitive Selection Request Form.pdf, Draft Contract.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|-------------------------------------|----------|-----------|-----------------|---------|
| 1 | Water Utility | 01/17/2025 | RECOMMEND TO COUNCIL TO ADOPT | | | | |
| Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT | | | | | | | |
| Notes: Finance Committee (2/3/25), Water Utility Board (1/29/25), Common Council (2/11/25) | | | | | | | |

Text of Legislative File 86774

.FISCAL NOTE

The proposed resolutions authorizes a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26. The total estimated cost of the project is \$192,137. Funding is available in Munis #15507. No additional appropriation is required.

.TITLE

Authorizing a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26

.BODY

WHEREAS, Madison Water Utility's (MWU) Unit Well 26, located at 910 South High Point Road, is an important water supply facility to much of the City's west side; and
WHEREAS, in August 2024, Unit Well 26 experienced a mechanical failure to its deep well equipment, leaving the facility unable to function as a water supply point; and
WHEREAS, in September 2024, MWU hired Water Well Solutions Wisconsin, LLC to remove the failed equipment and work with MWU staff to identify and evaluate solutions to replace the damaged equipment and rehabilitate the well; and

WHEREAS, what MWU deems to be the best option moving forward would be a continuation of Water Well Solutions Wisconsin, LLC's current progress, making it economical to the City on the basis of time and money to retain the same company; and

WHEREAS, to best ensure service resiliency in its water system, MWU is targeting the lower water demand months to complete this work, before the summer of 2025; and

WHEREAS, Madison General Ordinance 4.26 requires Common Council approval of service contracts if a contractor was not selected through a competitive selection process, and the reasons for selecting this contractor are set forth above and additionally in the attached Noncompetitive Selection Request Form.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor and City Clerk are authorized to execute a service contract with contract with Water Well Solutions Wisconsin, LLC for the repair and replacement of water supply equipment at Unit Well 26.

BE IT FURTHER RESOLVED, that amendments that do not exceed the Madison Water Utility's approved capital budget or the scope of the services for the repair and replacement of water supply equipment at Unit Well 26 as authorized by the Common Council may be executed by the Water Utility General Manager and City Finance Director and/or designee, and counter executed by Water Well Solutions Wisconsin, LLC, in a form approved by the City Attorney.



MEMORANDUM

Date: January 28, 2025

To: Mayor Satya Rhodes-Conway
Common Council
Water Utility Board
Finance Committee

From: Pete Holmgren, PE – Chief Engineer
Krishna Kumar – General Manager

Subject: Authorizing a Non-Competitive Selection Contract with Water Well Solutions Wisconsin, LLC for the Installation and Replacement of Water Supply Equipment at Unit Well 26

RECOMMENDATION:

Staff recommends entering into a non-competitive selection contract with Water Well Solutions Wisconsin, LLC for the services outlined in the attached contract draft documents.

BACKGROUND:

Madison Water Utility's (MWU) Unit Well 26 (910 South High Point Road) experienced a mechanical failure on August 29, 2024. In September, the damaged pumping equipment was removed and the well inspected. Working with the well contractor – Water Well Solutions Wisconsin, LLC – MWU staff identified and evaluated two potential solutions to replace the damaged equipment and rehabilitate the well. Ultimately, the lower cost alternative was selected, and it is presented here for approval.

Madison General Ordinance 4.26 requires Common Council approval of service contracts if the contractor was not selected through a competitive selection process. The reasons for selecting Water Well Solutions Wisconsin, LLC are further set forth in the attached Noncompetitive Selection Request Form.



FISCAL IMPACTS:

The estimated cost of this work is up to \$192,137.00 as outlined in the contract draft. Funding is available as part of the Water Utility's annual well/facility maintenance and repair budget.

LEGISLATIVE PATH:

| | |
|-----------|-------------------------------|
| 1/28/2025 | Common Council (Introduction) |
| 1/29/2025 | Water Utility Board |
| 2/3/2025 | Finance Committee |
| 2/11/2025 | Common Council (Final Action) |

ATTACHMENTS:

1. Memo (This Document)
2. Non-Competitive Selection Request Form
3. DRAFT Contract for Purchase of Services with Water Well Solutions Wisconsin, LLC



Finance Department Purchasing Services

David P. Schmiedicke, Director
City-County Building, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
Phone: (608) 266-4521 | Fax: (608) 267-5948
purchasing@cityofmadison.com
cityofmadison.com/finance/purchasing

Accounting Services Manager
Patricia A. McDermott, CPA

Budget & Program Evaluation Manager
Christine Koh

Internal Audit & Grants Manager
Kolawole Akintola

Risk Manager
Eric Veum

Treasury & Revenue Manager
Craig Franklin, CPA

Non-Competitive Selection Request

Requisition Number

Fund
2100 WATER UTILITY

Major
542** Building/Facility Maintenance/Repair

Agency
Water Utility

Total Purchase Amount
\$ 192,137.00

Vendor Name
Water Well Solutions

Product/Service Description
Deep well parts

Exception Criteria
1. Public exigency will not permit the delay incident to advertising or other competitive processes.

7. A particular consultant has provided services to the City on a similar or continuing project in the recent past, and it would be economical to the City on the basis of time and money to retain the same consultant.

Reason For Request
The proposed solution to the equipment failures includes the installation of a Lamnaflo device in the well hole. This device assists in controlling water flow and reducing sand accumulation in the equipment and reservoir. Water Well Solutions Wisconsin, LLC is the only company in Wisconsin that provides the Lamnaflo device that is proposed at this location. It is important that this well be repaired and back online for our west side water supply during high demand summer months.

Requestor
Vanhorn, Douglas

Comments

October 15, 2024

Page 2

The City of Madison has paid Water Well Solutions/Water Well Investments a total of \$963,861 since 2015.

The vendor was sourced through the following selection methods:

| | |
|---------------------------------------|-----------|
| Formal Competitive Selection | \$600,264 |
| Informal Competitive Selection | \$105,101 |
| Non-Competitive Selection | \$215,525 |
| Under Competitive Selection Threshold | \$42,971 |

City of Madison

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Water Well Solutions Wisconsin, LLC hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☒ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

SEE ATTACHMENT A

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be From time of execution until May 28th 2025.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates Michael Judkins as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

| NUMBER OF EMPLOYEES | LESS THAN \$50,000 Aggregate Annual Business with the City* | \$50,000 OR MORE Aggregate Annual Business with the City* |
|---------------------|--|--|
| 14 or less | Exempt** | Exempt** |
| 15 or more | Exempt** | Not Exempt |

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union of workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☒ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Krishna Kumar

(Department or Division Head)

Water Utility General Manager

119 E olin Ave. Madison, WI 53713

FOR THE CONTRACTOR:

Michael Judkins

President

michael.judkins@wwssg.com

N87 W36051 Mapleton St. Oconomowoc, WI 53066

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$ \$192,137.00.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28.

OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.**
- For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
- "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
- "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**
- Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**
- If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <https://www.cityofmadison.com/attorney/documents/posNetworkConnection.docx> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
32. **AUTHORITY.**
- Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**
- This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

ATTACHMENT A

11/13/2024

Madison Water Utility
119 East Olin Ave,
Madison, WI 53713
Attn: Doug Van Horn

RE: Well No. 26 Replacement Components and Installation

Doug,

Per your request, Water Well Solutions is pleased to submit the following proposal to supply replacement equipment for the removed damaged equipment because of a failure at Well No. 26. Regarding lead times, the pump is estimated to carry a lead time of 6-8 weeks and the Lamnaflo, as you know, is custom built to each application and carries a similar lead time. The sooner this proposal is approved, the sooner orders can be placed to shorten the downtime at Well No. 26.

The estimated cost associated with the work outlined above can be found below:

Well No. 26 Replacement Components and Installation:

| | QTY | Unit | Unit Cost | Estimated Total |
|--|-------|------|-----------|------------------------------------|
| Labor: | | | | |
| 2 Man Crew w/ Service Truck (Installation) | 40-50 | HRS | \$420 | \$16,800.00 - \$21,000.00 |
| Pump Rig | 4 | DAY | \$1,100 | \$4,400.00 |
| Rebuild Stuffing Box | 1 | EA | \$650 | \$650.00 |
| Materials: | | | | |
| 1-15/16" x 10' SS Shafts | 46 | EA | \$770 | \$35,420.00 |
| 1-15/16" x 5' SS Shaft | 1 | EA | \$640 | \$640.00 |
| 1-15/16" x 68" SS Head Shaft | 1 | EA | \$680 | \$680.00 |
| 1-15/16 x 2-1/8" SS Shaft Sleeves | 47 | EA | \$75 | \$3,525.00 |
| 12" SS Spiders w/ Rubber Bearings | 47 | EA | \$298 | \$14,006.00 |
| New 14RJHC Pump Bowl 2500 GPM @ 420' | 1 | EA | \$28,292 | \$28,292.00 |
| Lamnaflo | 1 | LS | \$76,438 | \$76,438.00 |
| (1) 12" x 10" SS Adapter (THD x CERTA) | | | | |
| (6) 12" x 5' Lamnaflo Elements | | | | |
| (7) 12" x 20' Lamnaflo Blanks | | | | |
| (13) 12" Lamnaflo Certa-Lok Couplings | | | | |
| (1) 12" x 10" PVC Concentric Reducer | | | | |
| (10) 10" x 5' Lamnaflo Elements | | | | |
| (9) 10" x 20' Lamnaflo Blanks | | | | |
| (19) 10" Lamnaflo Certa-Lok Couplings | | | | |
| (1) 10" End Cap | | | | |
| 10" Bleed Back Check Valve w/ 10 x 12 Swedge | 1 | EA | \$4,000 | \$4,000.00 |
| 10" x 5' Nipple | 2 | EA | \$586 | \$586.00 |
| Consumables (Chlorine, Tape, Gaskets, Gas, Etc.) | 1 | LS | - | \$1,000.00 - \$2,500.00 |
| Estimated Total | | | | \$186,437.00 - \$192,137.00 |

All work will be performed on a time and material basis at our standard hourly rates. If you wish to proceed with the scope of work outlined above, please sign below, and return a copy of this proposal. Upon approval, we can schedule the work ASAP. Water Well Solutions, values our partnership with the City of Madison and looks forward to working with you. As always, please feel free to contact us with questions.

ATTACHMENT A



INVOICES. Invoices will be submitted once a month with payment due within 10 days of the invoice date. A late charge at the rate of 1 1/2 % per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after 30 days. Purchaser agrees to pay any and all attorneys' fees and court costs should attorneys be utilized, or court proceedings initiated to collect any past due amounts.

INFORMATION. It is recognized that Purchaser has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Purchaser is obligated to advise Water Well Solutions of all or any conditions that may affect Water Well Solutions performance hereunder. Purchaser agrees to provide Water Well Solutions with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Water Well Solutions for safe, proper and timely performance of the work. Purchaser shall obtain all necessary permits and rights-of-way and indemnify and hold Water Well Solutions harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of the work.

LIABILITY. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Purchaser agrees to indemnify and hold Water Well Solutions harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Water Well Solutions or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Purchaser or others under Purchaser's control, except that this indemnification shall not apply to the extent any demand of cause of action results from Water Well Solutions negligence or intentional misconduct.

PERFORMANCE. Water Well Solutions will exercise reasonable skill and judgment in performing the work, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Water Well Solutions does not warrant specific results of any kind or provide any guarantee of water quality or quantity.

CHANGED CONDITIONS. The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Water Well Solutions prior to the date of this Work Agreement will constitute a materially different site condition entitling Water Well Solutions, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Water Well Solutions, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Water Well Solutions to perform work outside the original scope or beyond its capabilities. In any event, Water Well Solutions may terminate operations on a site which it believes presents an unreasonable health or safety risk.

DELAYS. Water Well Solutions shall have no liability to Purchaser, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder and any other conditions or events which are beyond the reasonable control of Water Well Solutions shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

MISCELLANEOUS. The terms and conditions set forth in the Work Agreement constitute the entire understanding of the parties relating to the work. All previous proposals, offers, and other communications relative to the work, oral or written, are hereby superseded. Any additional or conflicting provision(s) contained in any purchase order, acknowledgement, or other form of the Purchaser is hereby expressly objected to by Water Well Solutions and shall not modify this Work Agreement.

INTERPRETATION. This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision or condition to person or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.



City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 86846

File ID: 86846

File Type: Report

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 01/23/2025

File Name: Water Production Monthly Report

Final Action:

Title: Water Production Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 6 - Memo - Water Production Report December 2024.pdf, Item 6 - Attachment A - Daily and Cumulative Water Production as of 12.31.24.pdf, Item 6 - Attachment B - Unit Well Capacity Utilization as of 12.31.24.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|---------|---------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Report was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86846

.Title

Water Production Monthly Report

.Body

See associated memo and attachments.

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Joseph Grande, Water Resources Manager
Krishna Kumar, General Manager

Subject: Water Production Report

BACKGROUND

Board governance policy requires that current and future customers will receive water that meets or exceeds industry-accepted levels of service for fire protection and pressure.

This includes:

1. Water delivered to hydrants at proper flow rates for fire protection.
2. Water delivered to the customer tap at a pressure that meets industry-accepted low, high, and emergency operation criteria.
3. Water used for outdoor irrigation under drought-free conditions.

The Water Resources Section of the Utility strives to meet or exceed the expectations laid out above. Year-end 2024 Monthly Water Production and Unit Well Cumulative Capacity Utilization Reports reflecting these efforts are attached.

ATTACHMENTS

- A. Monthly Water Production as of December 31, 2024
- B. Unit Well Cumulative Capacity Utilization as of December 31, 2024

**Madison Water Utility
Daily and Cumulative Water Production**

| Hydrological Regions | No. of Wells | Daily Production (MGD) | | | | Year-to-Date Cumulative Production (In billion gallons) | | | |
|----------------------|--------------|------------------------|-------------------------|--------------------------|---------------------------------|---|-------------|------------|------------|
| | | Max Daily Capacity | Reliable Daily Capacity | December 2024 | | 2022 Actual | 2023 Actual | 31-Dec | |
| | | | | Average Daily Production | Regional Surplus / (Deficiency) | | | 2023 | 2024 |
| A | 6 | 14.8 | 8.9 | 6.0 | 2.9 | 2.5 | 2.4 | 2.4 | 2.4 |
| B | 2 | 5.4 | 2.4 | 1.6 | 0.8 | 0.6 | 0.6 | 0.6 | 0.6 |
| C | 10 | 28.8 | 22.3 | 11.0 | 11.3 | 4.5 | 4.6 | 4.6 | 4.4 |
| D | 3 | 9.1 | 5.9 | 4.0 | 1.9 | 1.5 | 1.6 | 1.6 | 1.5 |
| System Total | 21 | 58.1 | 39.5 | 22.6 | 16.9 | 9.1 | 9.2 | 9.2 | 8.9 |

**Madison Water Utility
Unit Well Cumulative Capacity Utilization
12/31/2024**

| Region | Unit Well | YTD Production (MG) | YTD Utilization (%) |
|---------------|-----------|---------------------|---------------------|
| A | 7 | 504 | 43 |
| | 11 | 587 | 53 |
| | 13 | 482 | 35 |
| | 25 | 284 | 27 |
| | 29 | 521 | 45 |
| | All | 2,379 | 41 |
| B | 9 | 295 | 34 |
| | 31 | 341 | 29 |
| | All | 636 | 31 |
| C | 6 | 610 | 44 |
| | 12 | 550 | 46 |
| | 14 | 238 | 18 |
| | 17 | 290 | 24 |
| | 18 | 571 | 54 |
| | 19 | 416 | 34 |
| | 20 | 434 | 40 |
| | 24 | 341 | 32 |
| | 27 | 349 | 37 |
| | 30 | 630 | 50 |
| | All | 4,429 | 38 |
| D | 16 | 488 | 40 |
| | 26 | 473 | 40 |
| | 28 | 536 | 45 |
| | All | 1,497 | 42 |
| Entire System | | 8,940 | 39 |



City of Madison

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Master

File Number: 86847

File ID: 86847

File Type: Report

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 01/23/2025

File Name: Financial Conditions Monthly Report

Final Action:

Title: Financial Conditions Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 7 - Memo - Financial Conditions Report
January 2025.pdf, Item 7 - Attachment Financial
Conditions Report as of 11.30.24.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|---------|------------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Miscellaneous was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86847

.Title

Financial Conditions Monthly Report

.Body

See attachments for corresponding memo and attachments.

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: January Vang, Finance and Administrative Manager

Subject: Monthly Financial Report – Operating and Capital Funds

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from board priorities established in Outcomes policies. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to ensure long-term financial health.
2. Fail to present a balanced annual operating budget and quarterly updates on actual expenditures and income.
3. Exceed total appropriations for the fiscal year, unless directed to do so by the board.
4. Use any dedicated reserves for purposes other than those for which they are designated, unless directed to do so by the board.
5. Undertake a debt without payoff schedule and identification of revenue stream.
6. Fail to establish an unrestricted reserve equal to a typical three months' operating expenses.
7. Fail to inform the board of where the utility stands with any current rate case in progress.
8. Fail to be able to provide a concise summary of the financial condition of the utility at any time.
9. Fail to adjust spending related to revenue shortfalls in a budget deficit.

The Finance Section of the Utility strives hard to meet or exceed the expectations laid out above. The monthly financial update provided in the attached Budget to Actual comparison, as of November 30, 2024, reflecting these efforts is attached.

As of November 30, 2024:

- Water revenues are up \$11 thousand compared to budget. Pumpage was down 3.4% during this time period.
- Operating Fund balance is \$17.7 million.
- Capital Fund expenditures is \$23.2 million, of which \$10.3 million is encumbrances.
- Capital Fund balance is \$3.4 million.

MadCAP Data Summary (as of January 14, 2025)

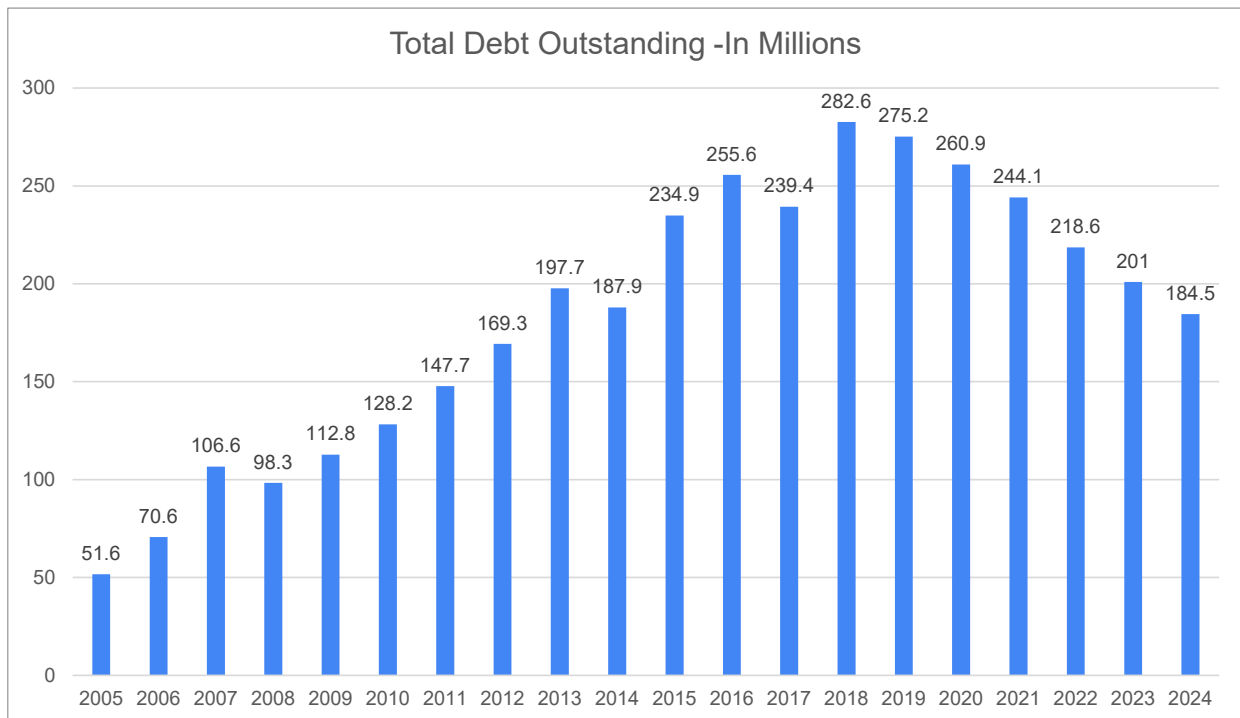
| | AMI <30% | AMI >30% and <50% | Total |
|--|----------|-------------------|-------|
| Total Applications Received | 479 | 249 | 728 |
| Total Applications Approved | 327 | 144 | 471 |
| <i>Homeowners</i> | 172 | 86 | 258 |
| <i>Renters</i> | 155 | 58 | 213 |
| Total Applications Not Approved | 152 | 105 | 257 |
| Households Newly Enrolled in Conservation Programs | 101 | 46 | 147 |

ATTACHMENTS:

- Budget to Actual comparison as of November 30, 2024

| Madison Water Utility Budget to Actual Comparison As of November 30, 2024 | | | | | |
|--|---------------------------|---------------------------|---------------------------|---|---------------------------|
| | FY 2022 Actual | FY 2023 Actual | FY 2024 Budget | Year to Date November 30, 2024 | Projected 2024 |
| Operating Fund | | | | | |
| Revenues: | | | | | |
| Sales of water (Operations) | \$ 46,706,428 | \$ 52,008,356 | \$ 51,512,500 | \$ 45,049,983 | \$ 50,000,000 |
| Other Revenues | 1,539,894 | 1,704,401 | 1,174,000 | 814,446 | \$ 890,000 |
| Interest Income | 719,880 | 1,840,905 | 894,000 | 1,584,420 | \$ 1,720,000 |
| Total Revenues | 48,966,202 | 55,553,662 | 53,580,500 | 47,448,850 | 52,610,000 |
| Expenditures: | | | | | |
| Operating Expenses | 17,657,979 | 18,885,166 | 21,743,529 | 16,757,791 | 19,000,000 |
| Debt Service - Interest & Principal | 24,071,874 | 18,709,260 | 18,889,317 | 17,127,637 | 18,684,694 |
| Transfer Out to City (PILOT) | 6,849,831 | 6,440,655 | 6,400,000 | 5,866,663 | 6,400,000 |
| Total Expenditures | 48,579,684 | 44,035,081 | 47,032,846 | 39,752,091 | 44,084,694 |
| Net Operating Fund Inc(Decr) | 386,518 | 11,518,582 | 6,547,654 | 7,696,759 | 8,525,306 |
| Operating Fund Balance | | | | | |
| Opening Fund Balance | 8,575,829 | 6,198,389 | 12,178,312 | 12,178,312 | 12,178,312 |
| Net Operating Fund Inc(Decr) | 386,518 | 11,518,582 | 6,547,654 | 7,696,759 | 8,525,306 |
| Transfer Out to BAN* Repmt Fund | (5,000,000) | - | - | - | - |
| Transfer Out to Tank Recoat Reserve | - | - | - | - | (800,000) |
| Transfer In from BAN Repmt Fund | - | - | - | - | - |
| Transfer Out to Capital Fund | (1,543,211) | (2,564,519) | - | (8,500,000) | (8,500,000) |
| Transfer In from Bond Repmt Fund | 2,680,625 | - | - | - | - |
| Transfer In from Investment Acct | 2,359,583 | - | - | - | - |
| Accrual Adjustments | (1,260,954) | (2,974,140) | (1,779,000) | 6,331,197 | (1,779,000) |
| Ending Fund Balance | \$ 6,198,389 | \$ 12,178,312 | \$ 16,946,966 | \$ 17,706,267 | \$ 9,624,617 |
| Construction Fund | | | | | |
| Revenues: | | | | | |
| Bond/Loan Proceeds | - | - | 7,328,000 | 7,328,000 | 7,328,000 |
| SDWL Proceeds | - | - | 5,135,000 | 1,705,445 | 5,865,724 |
| Sales of Water (Expense Depreciation) | - | 4,166,667 | 5,000,000 | 4,583,333 | 5,000,000 |
| Trans from Oper Fund / Reserves | 1,543,211 | 2,564,519 | - | 8,500,000 | 8,500,000 |
| Total Capital Revenues | 1,543,211 | 6,731,186 | 17,463,000 | 22,116,779 | 26,693,724 |
| Actual Expenditures & Encumbrances | | | | | |
| Pipeline | 1,100,392 | 5,122,766 | 6,339,000 | 6,938,993 | 7,500,000 |
| Facility ~ | 1,193,819 | 1,825,551 | 8,683,000 | 13,997,601 | 17,883,000 |
| Fleet/Other | 1,172,107 | 1,689,181 | 2,441,000 | 2,259,610 | 2,441,000 |
| Total Capital Expend & Encumb | 3,466,318 | 8,637,497 | 17,463,000 | 23,196,204 | 27,824,000 |
| Net Construction Fund Inc(Decr) | (1,923,107) | (1,906,311) | - | (1,079,426) | (1,130,276) |
| Construction Fund Balance | | | | | |
| Opening Fund Balance | 8,343,939 | 6,420,832 | 4,514,521 | 4,514,521 | 4,514,521 |
| Net Capital Fund Inc(Decr) | (1,923,107) | (1,906,311) | - | (1,079,426) | (1,130,276) |
| Ending Fund Balance | \$ 6,420,832 | \$ 4,514,521 | \$ 4,514,521 | \$ 3,435,095 | \$ 3,384,245 |
| ~ Well 19 - budget authority in 2023 | | | | | |

| Madison Water Utility Cash Reserves & Long-Term Debt | | | | |
|---|----------------------|----------------------|----------------------|----------------------|
| | FY 2021 | FY 2022 | FY 2023 | As of |
| Cash Reserves | Actual | Actual | Actual | November 30, 2024 |
| Restricted: | | | | |
| Bond Redemption Fund | \$ 14,917,677 | \$ 13,164,827 | \$ 13,191,166 | \$ 12,116,500 |
| Bond Redemption Reserve Fund | 17,295,374 | 13,970,411 | 12,190,068 | 15,263,139 |
| BAN Repayment Fund | 5,000,000 | 10,000,000 | 10,000,000 | - |
| Tank Recoat Reserve | - | - | 800,000 | 800,000 |
| Depreciation Fund | 750,000 | 750,000 | 750,000 | 750,000 |
| PILOT Fund | - | - | - | 6,826,600 |
| Assessment Account | 1,351,770 | 1,504,541 | 1,858,134 | 1,858,134 |
| Revenue Bond Construction Fund | 8,343,939 | 6,420,832 | 2,548,254 | 5,719,219 |
| Expense Depreciation | - | - | 1,966,423 | 2,638,256 |
| Timing Adjustments | - | - | - | 3,290,875 |
| Unrestricted Cash Balance | 8,575,829 | 6,198,389 | 16,178,312 | 18,878,254 |
| Total Cash & Investments (Munis) | \$ 56,234,588 | \$ 52,009,000 | \$ 59,482,356 | \$ 68,140,977 |
| No. of months expenditures covered by Operating Reserves | 2.54 | 1.73 | 4.41 | 1.42 |
| Debt Coverage Ratio | 1.69 | 1.95 | 2.61 | |





City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 86848

File ID: 86848

File Type: Report

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 01/23/2025

File Name: Monthly Capital Projects Report

Final Action:

Title: Monthly Capital Projects Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 8 - Memo - Capital Projects Monthly Report 2025-01-29.pdf, Item 8 - Attachment - Capital Projects Monthly Report 2025-01-29.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|--|---------------|------------|---------|---------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Report was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86848

.Title

Monthly Capital Projects Report

.Body

See attachments for corresponding memo and attachments.

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Pete Holmgren, P.E. – Chief Engineer
Krishna Kumar – General Manager

Subject: Capital Projects Report

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow conditions, procedures, or decisions that prevent the Madison Water Utility from meeting its obligation to serve current and future generations of customers within the City of Madison and its authorized service areas. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to assure that required rates fund all expenditures for timely and prudent capital improvements to existing utility systems, and that those capital improvements are driven by reliability, operational or regulatory requirements, replacement of aging infrastructure, utility relocations for public works and road projects, extension of the life of existing systems, or customer input.
2. Fail to identify and plan for resource and infrastructure needs for the provision of water service to customers in a timely manner.
3. Fail to coordinate Madison Water Utility activities and policies with the City of Madison's Comprehensive Plan and other relevant guidelines for community development.
4. Fail to consider participation with other governmental or private entities on regional major water infrastructure or water supply planning projects.

The Engineering Section of the Utility strives to meet or exceed the expectations laid out above. The monthly Capital Budget to Actual Monthly Report reflecting these efforts is attached.

SUMMARY

The attached Capital Budget Monthly Report presents the total of both actual capital expenditures *and* encumbrances through November 2024; this total is ~\$23,200,000.

The 2024 actual expenditures in November total ~ \$407,000 and consist of:

- ~\$65,000 in facility expenses
- ~\$16,000 in fleet/other expenses
- ~\$326,000 in pipeline expenses

For expense depreciation related to water main replacement projects:

- The total targeted spend amount in 2025 is \$5,000,000.
- Beginning in next month's (February) report, we will be presenting progress towards this target in terms of actual qualified 2025 expenditures.

Please refer to the attached report for additional information, which also includes project updates for:

- Major Capital Project Unit Well 19
- Major Capital Project Unit Well 15
- Major Capital Project Unit Well 12

ATTACHMENTS:

1. Capital Projects Monthly Report – January 2025

WATER UTILITY BOARD

CAPITAL PROJECTS MONTHLY REPORT

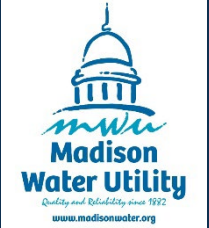


Pete Holmgren, P.E.
Chief Engineer

January 29, 2025



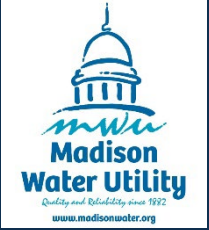
Capital Projects Monthly Report



■ PRESENTATION OVERVIEW:

1. Actual Expenditures Through November 2024
2. 2025 Expense Depreciation for Water Main Replacement
3. Capital Project Updates:
 - Unit Well 19 Iron, Manganese, & Radium Treatment Facility
 - Unit Well 15 PFAS Treatment Facility
 - Unit Well 12 Reconstruction

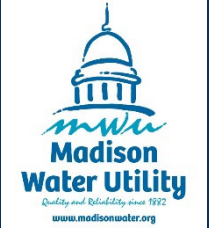
Capital Projects Monthly Report



2024 Actual Expenditures and Encumbrances (Through November):

- Total of Actual Expenditures and Encumbrances: ~\$23,200,000
- November 2024 Actual Expenditures (~\$407,000):
 1. **Facilities: ~\$65,000**
 - Wells 15 & 19 Treatments; Well 26 Rehab; Olin Conference Room Upgrades
 2. **Fleet/Other: ~\$16,000**
 3. **Pipelines: ~\$326,000**
 - Cast-in-Place Pipe Contract; West Washington Ave.; Powers Ave.

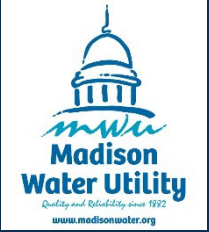
Capital Projects Monthly Report



2025 Water Main Expense Depreciation:

- The total targeted spend amount in 2025 is \$5,000,000.
- Beginning in next month's (February) report, we will be presenting progress towards this target in terms of actual qualified 2025 expenditures.
- Next month's report will begin with January 2025 actual expenditures, and so on.

Capital Projects Monthly Report



Project Update: Unit Well 19 Iron, Manganese, & Radium Treatment Facility

■ Project Budget: \$9,183,000

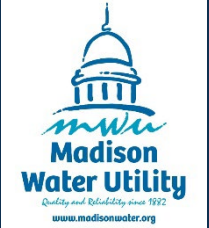
■ Current Status: Construction

- Interior building spot-demolition and modifications; process piping work
- Concrete work for treatment building addition; walls, floors, foundations
- Pay requests #3 processing; #4 under review
- Finalized consultant (SEH) scope of work through 2025

■ Upcoming:

- Set large equipment into the new building addition (February)

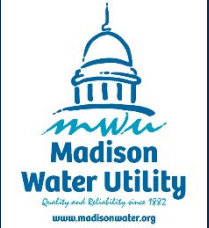
Capital Projects Monthly Report



Project Update: Well 15 PFAS Treatment Facility

- Project Budget: \$5,943,000
- Current Status: Construction
 - Reviewing filter tank assembly progress
 - Pay requests #3 and #4 under review
 - Review of minor proposed modifications of plumbing/structural/utilities
 - Schedule updates per treatment tank manufacturing delay
- Upcoming:
 - Delivery and installation/setting of treatment tanks (February?)

Capital Projects Monthly Report



Project Update: Well 12 Reconstruction

- Project Budget: \$4,800,000 (2025: \$800,000)
- Current Status: Planning and Analysis
 - December kickoff meeting completed
 - Establish overall project schedule
 - Review of existing plans and specifications for updates since 2016
 - Modeling analysis for construction vulnerabilities and potential added site storage
- Upcoming:
 - Site visit with consultant



Questions / Comments?

Contact Information:

Pete Holmgren

pholmgren@madisonwater.org



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 86849

File ID: 86849

File Type: Report

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 01/23/2025

File Name: Monthly Operations Report

Final Action:

Title: Monthly Operations Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 9 - Memo Monthly Operations report January
2025.pdf, Item 9 - Monthly Operations Report
January 2025.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|--|---------------|------------|---------|------------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Report was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86849

.Title

Monthly Operations Report

.Body

See attachments for corresponding memo and attachments.



www.madisonwater.org • 119 East Olin Avenue • Madison, WI 53713 • TEL 608.266.4651 • FAX 608.266.4426

MEMORANDUM

Date: January 29, 2025

To: Water Utility Board

From: Dan Rodefeld, Operations Manager

Subject: Monthly Operations Report

BACKGROUND


Board governance policy require that Madison residents will receive water which is consistent in its availability and quality. Accordingly, residents will:

- a. Experience minimal unplanned service interruptions
- b. Receive adequate notice of planned service interruptions
- c. Receive adequate notice of planned maintenance work that would significantly reduce water flow or pressure, and/or cause water discoloration

The Operations Section of the Utility strives hard to meet or exceed the expectations laid out above. The attached Monthly Operations Report for January 2025 reflecting these efforts is attached.

ATTACHMENTS

- A. Monthly Operations Report – January 2025

| | | | |
|---|-------------------------------------|--------|-------------------|
|  | MONTHLY OPERATIONS REPORT Jan-25 | | |
| | Jan-Nov-24 | Dec-24 | 2024 YTD Total |
| Hydrants | | | |
| Total in Service - 9,522 | | | |
| No. Replaced | 57 | 8 | 65 |
| No. of Inspections | 3,626 | 208 | 3,834 |
| No. Repaired | 63 | 8 | 71 |
| Unidirectional Flushing Runs | 2,352 | 0 | 2,352 |
| Conventional Flushing Runs | 994 | 66 | 1,060 |
| No. Re-painted | 2,122 | 0 | 2,122 |
| (Temp Water Connections) | 258 | 5 | 263 |
| | | | |
| Valves | | | |
| Total System valves - 16,102 | | | |
| Total Large Service valves - 4,281 | | | |
| Total Hydrant valves - 7,020 | | | |
| No. Replaced | 60 | 5 | 65 |
| No. of Inspections | 9,035 | 932 | 9,967 |
| No. Repaired | 108 | 22 | 130 |
| | | | |
| System Leaks | | | |
| Total Miles in Service - 924 | | | |
| Number of Main Leaks Repaired | 179 | 24 | 203 |
| Number of Service Leaks Repaired | 38 | 2 | 40 |
| | | | |
| Operational Projects | | | |
| Cast-in-place pipe lining (feet) | 5,650 | 0 | 5,650 |
| Pavement repair (open work orders) | 388 | 36 | 424 |
| Pavement repair (closed work orders) | 395 | 2 | 397 |
| Terrace repair (open work orders) | 334 | 19 | 353 |
| Terrace repair (closed work orders) | 457 | 0 | 457 |



City of Madison

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Madison, WI 53703
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Master

File Number: 86850

File ID: 86850

File Type: Report

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 01/23/2025

File Name: Monthly Public Information Report

Final Action:

Title: Monthly Public Information Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 10 - Memo - Public Information Report.pdf, Item
10 Attachment A - Utility Highlights.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|--|---------------|------------|---------|------------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Report was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86850

.Title

Monthly Public Information Report

.Body

See attachments for corresponding memo and attachments.



MEMORANDUM

Date: January 29, 2025
To: Water Utility Board
From: Marcus Pearson, Public Information Officer
Krishna Kumar, General Manager
Subject: Public Information Report

BACKGROUND

Madison Water Utility's overarching mission is to supply high quality water for consumption and fire protection, at a reasonable cost, while conserving and protecting our ground water resources for present and future generations. Community trust and awareness is built through our constant commitment to the preservation and protection our aquifer and care for Madison's vital drinking water infrastructure. This is cultivated through a wide variety of efforts performed by Utility staff daily.

The above expectations are met through:

1. Operation, maintenance, and management of our system.
2. Community outreach and engagement.
3. Customer service.

The Public Information Department of the Utility strives to exceed the expectations laid out above. The Monthly Public Information Report encompasses Utility highlights pertaining to events occurring on or after December 1, 2024. The attachment(s) below reflect these efforts.

ATTACHMENTS

- A. Water Utility Highlights as of December 1, 2024



WATER UTILITY HIGHLIGHTS

JANUARY 2025

12 Days of the Season!

The Water Utility ran a holiday themed social media campaign for the first 12 days of the season (December), which showcases staff from various departments in a fun, educational, and informative way.



On the **first day** of the Season Madison Water Utility shares gratefully: A DISPATCHER IN A SWIVEL SEAT!!! 💙 🌲

Thank you, Karin, for calmly wrangling the radio rodeo--managing emergencies and helping direct crews where they need to go to keep water flowing throughout the city.



On the **2nd Day** of the Season, Madison Water Utility shares gratefully: TWO Water maintainers!

Troubleshooter Dan (left) is always quick to help prevent emergencies or get valves turned on and off for contractors. Erik (right) keeps all things green looking sharp across the city!



On the **3rd Day** of the Season Madison Water Utility shares gratefully: THREE METER READERS!

Thank you Quinn, Vinh, Sarah, and team!! Santa's helpers in making sure water meters across the city provide the most accurate reads possible for conservation & customer service.



On the **4th Day** of the Season, Madison Water Utility shares gratefully: FOUR FLUSHERS!

As long into the cold weather as they can go, this crew makes the rounds, flushing hydrants across the city for top water quality & equipment maintenance! 💙 🌊 Jeff, Kelle, Kraig & Taylor!



On the **5th Day** of the Season, Madison Water Utility shares gratefully: FIVE CREW STOCKINGS!

Our crew teams spend hours together working close in tight spaces above & below ground. They're like family. Thanks Nate, Kevin, & Elliot!



On the **6th Day** of the Season, Madison Water Utility shares gratefully: SIX TRUCKS A-HUMMING!

If you see one of the water utility's blue dump trucks or classic white "ice cream" trucks out and about, give us a WAVE!! Our crews are proud to serve the City of Madison.



On the **7th Day** of the Season, Madison Water Utility shares gratefully: 7 KEYS FOR TURNING.

The WU management team truly keeps everything turning. Thank you for your attention to detail and commitment to making sure things are done well. Left to right: Tom, Dan W, Dan R, & Joe.



On the **8th Day** of the Season, Madison Water Utility shares gratefully: EIGHT SETS OF MONITORS!

Just like Santa, MWU operators keep an eye on the water system 24 hours a day--even when you're sleeping! Call at any hour for water outages & main leaks: 608-266-4665.



On the **9th Day** of the Season, Madison Water Utility shares gratefully: NINE REPS A-SMILING!

MWU's customer service reps put the MERRY M in Madison all year long. Reach them 7:30 AM to 4 PM, Monday through Friday, (closed city holidays): 608-266-4651.



On the **10th Day** of the Season, Madison Water Utility shares gratefully: TEN METERS A-REPAIRING!

Thank you to Steele and all our Meter Shop crew for keeping the city's water meters in tip top shape!



On the **11th Day** of the Season, Madison Water Utility shares gratefully: ELEVEN TESTS A-SAMPLED.

Our water quality crew collects water samples daily to send to the lab--over 1,000 tests per month from across the city. Call Sarah (left) with water quality questions: 608-266-4654.



On the **12th Day** of the Season, Madison Water Utility shares gratefully TWELVE PLANNERS PLANNING (+1 to grow on!)

We're so fortunate to have an amazing team of engineers, mappers, construction inspectors, & GIS coordinators at MWU. Planning for the future. Meeting community need!



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 86852

File ID: 86852

File Type: Discussion Item

Status: Items Referred

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 01/23/2025

File Name: Contemplated closed session pursuant to Wis. Stats. §19.85(1)(g)(conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is

Final Action:

Title: Contemplated closed session pursuant to Wis. Stats. §19.85(1)(g)(conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) relating to 1804 S. Park Street, Madison, WI.

Notes:

Sponsors:

Effective Date:

Attachments:

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---------------|------------|---------|---------------------|-----------|-----------------|---------|
| 1 | Water Utility | 01/23/2025 | Refer | WATER UTILITY BOARD | | | |
| Action Text: This Discussion Item was Refer to the WATER UTILITY BOARD | | | | | | | |

Text of Legislative File 86852

.Title

Contemplated closed session pursuant to Wis. Stats. §19.85(1)(g)(conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) relating to 1804 S. Park Street, Madison, WI.

.Body

Madison Water Utility Board members will convene for a contemplated closed session pursuant to Wis. Stats. §19.85(1)(g)(conferring with legal counsel for the governmental body who is

rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved) relating to 1804 S. Park Street, Madison, WI.



City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 84022

File ID: 84022

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY
BOARD

File Created Date : 06/20/2024

File Name: Board Meeting Evaluation and Discussion

Final Action:

Title: Meeting Evaluation and Discussion

Notes:

Sponsors:

Effective Date:

Attachments: Board_Evaluation - Copy.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

Text of Legislative File 84022

.Title

Meeting Evaluation and Discussion

Water Utility Board Self-Evaluation Form

(Relates to Board Policy BP-2A and GUIDE 5)

All members actively participate in discussions, and all members have opportunities to voice opinions/positions on agenda topics.

Not Met 1 2 3 4 5 Fully Met

Members come prepared to engage in discussion by reviewing materials provided prior to the meeting.

Not Met 1 2 3 4 5 Fully Met

Members engage in active listening and avoid interrupting other speakers.

Not Met 1 2 3 4 5 Fully Met

Members offer honest opinions and respect the viewpoints expressed by other members.

Not Met 1 2 3 4 5 Fully Met

Members honor WUB procedures and policies as outlined in the WUB Policy book.

Not Met 1 2 3 4 5 Fully Met

Members represent the collective interest of current and future Madison residents.

Not Met 1 2 3 4 5 Fully Met

Members make decisions based on equity principles considering the decision's impact on all residents. The decision-making process considers: Who benefits? Who is burdened? Who does not have a voice at the table? How can policymakers mitigate unintended consequences?

Not Met 1 2 3 4 5 Fully Met

Developed by Pat Delmore, January 2019. Updated July 2020.