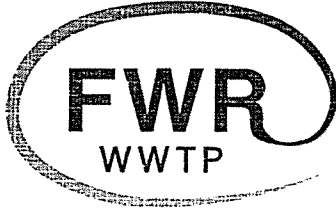


# FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.  
Neenah, WI 54956



Phone (920) 739-7921  
Fax (920) 739-1343  
gcmwsc@new.rr.com

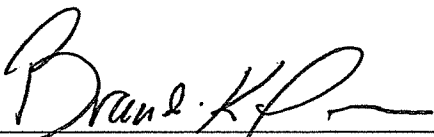
## **NOTICE OF PUBLIC HEARING** **AND MEETING TO FOLLOW**

**PLEASE TAKE NOTICE** that the Fox West Regional Sewerage Commission (FWRSC), will hold a public hearing at the offices of McMahon Associates, located at 1445 McMahon Drive, in the Village of Fox Crossing, Winnebago County, Wisconsin at 4:00 PM on Wednesday October 4, 2023 for the purpose of receiving public comment on the 2024 FWRSC Budget proposed to be adopted by the FWRSC at its meeting to be held immediately after the public hearing on October 4, 2023.

To attend virtually either online or by telephone, please contact the FWRSC office (ph. 920-739-7921, email: gcmwsc@new.rr.com) by no later than 1:00 pm on the day of the meeting (October 4) to request a login invitation (for online) or the call-in telephone and PIN number. The FWRSC office contact information does not provide access to the virtual meeting.

A copy of the proposed 2024 FWRSC Budget may be obtained from the offices of the FWRSC at 1965 W. Butte des Morts Beach Road, Neenah, Wisconsin after September 15<sup>TH</sup>, 2023 from 8:00 a.m. to 3:00 p.m. Monday through Friday excluding holidays.

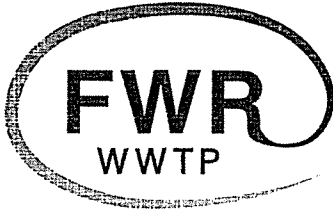
Dated this 11<sup>th</sup> day of September 2023.

  
\_\_\_\_\_  
Brandon Kaufman, General Manager  
Fox West Regional Sewerage Commission

# FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.  
Neenah, WI 54956

Phone (920) 739-7921  
Fax (920) 739-1343  
gcmwsc@new.rr.com



## **AGENDA** **For PUBLIC HEARING & REGULAR MEETING** **Wednesday October 4, 2023** **4:00 P.M.**

*The meeting will also be held via teleconference.*

### **CALL TO ORDER OF REGULAR MEETING**

**ROLL CALL**

**APPROVAL OF AGENDA**

**MOTION TO OPEN PUBLIC HEARING**

**PUBLIC HEARING**  
**ON 2024 BUDGET:**

- Discussion & Review of Proposed 2024 Operational Budget
- Motion to close Public Hearing & Adjourn to Regular Meeting

**REGULAR MEETING:**

**SECRETARY'S**  
**REPORT:**

- Discuss/Approve Possible Change to Life Insurance Benefit
- Approve Minutes of Regular Meeting (9/06/2023)

**TREASURER'S**  
**REPORT:**

- Approve Voucher List
- Discuss / Approve Bank & Budget Statements

**PRESIDENT'S**  
**REPORT:**

- Discussion/Action
- Approval of 2024 Operational Budget

**MANAGER'S**  
**REPORT:**

- Review/Approve Monthly Operational Summary
- Discuss/Approve Replacing Forklift
- Update on Larson/Winchester Regionalization

**ENGINEER'S REPORT:**

- Fine Screen Engineering Update
- Discuss/Approve Amended Proposal for Design on Generator Upgrade

**OLD BUSINESS:**

●

**NEW BUSINESS:**

●

**ADJOURNMENT:**

**From:** Sue R. Brinkman <Sue.Brinkman@grandchutewi.gov>  
**Sent:** Tuesday, August 29, 2023 3:09 PM  
**To:** gcmwsc@new.rr.com  
**Cc:** Ashley N. LeCount <Ashley.LeCount@grandchutewi.gov>  
**Subject:** Life Insurance Change

Hi Roger,

It's getting to be that time of year!

I just wanted to let you know that our Board has approved increasing the amount of life insurance from \$50K to 1 times the employee's salary based on the prior year's W-2. There is a minimum of \$50K for those who do not earn that amount. The employee has the option to purchase up to 5 times their salary. The spouse and child(ren) remains the same.

I am not sure if you are interested to increase the base amount or not? I have our insurance broker checking to determine if you have the option to stay with the \$50K or need to change with us. I'll let you know when I hear back.

Do you know how many of your employees are still on Life and Flex?

Best regards,  
*Sue*

**From:** Sue R. Brinkman <Sue.Brinkman@grandchutewi.gov>  
**Sent:** Thursday, September 14, 2023 1:22 PM  
**To:** gcmwsc@new.rr.com  
**Subject:** Life Insurance

Hi Melissa,

Please see the rates for the increase in life insurance.

The rate per \$1000 of benefit stayed the same for basic life(.112) and AD&D (.032) but Melissa will need to calculate it based on annual salary now rather than \$50K

She can just take the salary over \$50,000 divide that by 1000 and multiply by .144

As an example...employee makes \$64000.

$64000/1000=64 * .144 = \$9.22$  in premium versus the current premium of \$7.20 for the flat \$50K.

Please let me know as soon as possible if you would like to stay at \$50K for employee life or move to 1x salary.

Best regards,  
*Sue*

Sue Brinkman, Human Resources Director  
[Town of Grand Chute](#) | 1900 W. Grand Chute Blvd. | Grand Chute, WI 54913-9613  
☎ (920) 380-2905 | 📠 (920) 993-7032 | ✉ [Sue.Brinkman@grandchutewi.gov](mailto:Sue.Brinkman@grandchutewi.gov)



**Office Hours**

Monday – Thursday 7:00 am – 4:30 pm

Friday 7:00 am – 11:00 am



# FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.  
Neenah, WI 54956

Phone (920) 739-7921  
Fax (920) 739-1343  
gcmwsc@new.rr.com



## REGULAR MEETING MINUTES

September 6, 2023

Notice of the Regular Meeting was distributed by Melissa Starr to all Commissioners; the Clerks of the Town of Grand Chute, Village of Fox Crossing, Village of Greenville, Town of Clayton, & Town of Neenah; the Post Crescent; and posted on the bulletin board at the Regional Office. The Regular Meeting was called to order by President Dale Youngquist at 3:59 pm.

### **PRESENT:**

Dale Youngquist	Ron Wolff Jr.	Mark Strobel
Mike Van Dyke	Greg Ziegler	Brandon Kaufman (MCO)
Jason Van Eperen	Beth English	Melissa Starr (MCO)

**Guests:** Jack Anderson (Greenville), Keith Curran (Greenville), Paul Much (MCO), Chad Olsen (McMahon), Roger Voigt (MCO)

### **APPROVAL OF AGENDA:**

A motion was made by Mike Van Dyke to approve the Agenda, second by Mark Strobel. *Motion Carried.*

### **SECRETARY'S REPORT:**

#### **Minutes**

A motion was made by Mike Van Dyke to approve the Minutes of the Regular meeting held on August 2, 2023; second by Greg Ziegler. *Motion Carried.*

### **TREASURER'S REPORT:**

#### **Discuss/Act on CD Renewal Quotes**

Accounting Clerk Starr presented the CD rate request information included in the packets and after discussion a motion was made by Greg Ziegler to approve moving the funds to the Local Government Investment Pool (LGIP); second by Mike Van Dyke. *Motion Carried.*

#### **Voucher List**

President Youngquist asked if there were any questions or concerns with the Voucher List; hearing none, a motion was made by Mike Van Dyke to approve the Voucher List; second by Greg Ziegler. *Motion Carried.*

#### **Bank & Budget Statements**

President Youngquist asked if there were any questions regarding the bank and budget statements; hearing none, a motion was made by Mike Van Dyke to approve the Bank & Budget Statement as presented; second by Greg Ziegler. *Motion Carried.*

### **PRESIDENT'S REPORT:**

President Youngquist reported he met with Manager Kaufman and Chad Olsen to discuss the options and cost for the Fine Screen, Blower, and Backup Generator projects. Chad was able to put together

preliminary estimates totaling roughly five million dollars. President Youngquist stated that paying for the whole project would not be feasible, but we may be able to utilize the future capital funds and then borrow less. Commissioner Ziegler asked for clarification on the generator project and Manager Kaufman explained that the recommendation of Rob Franck was to replace and demo the old generator due to the age cost of maintaining the components and equipment associated with it. Chad Olsen said he will provide an amendment to the Fine Screen and Blower proposal to include the generator for the next meeting.

**MANAGER'S REPORT:**

**Operational Summary**

Manager Kaufman discussed his written report and provided additional information on: WE Energies will be working on power lines that cross Hwy 41 near the plant which requires interruption of service to the transformer that supplies power to the plant through the primary service. Manager Kaufman explained the plan to switch the plant over to the secondary power feed on September 19<sup>th</sup>, and will continue to operate the plant as normal until WE Energies completes their work. Once completed, the plant will be switched back to the primary service. After discussion a motion was made by Mike Van Dyke to approve the Operational Summary; second by Greg Ziegler. *Motion Carried.*

**Vector Rates**

Manager Kaufman reported he has been tracking costs over the past year for operating the vector waste disposal program. He determined the current rate of \$78.78 per dump only covers the transportation to the landfill, and the tipping fees for disposal. It does not cover the cost for maintenance of the collection system or the labor costs associated with cleaning the pad after disposal. Based on this information, Manager Kaufman recommends increasing the vector waste disposal fee to \$138.79 to cover all costs associated with it. After discussion a motion was made by Greg Ziegler to increase the vector waste rate to \$138.79 effective October 1, 2023; second by Mike Van Dyke. *Motion Carried.*

**ENGINEER'S REPORT:**

N/A

**OLD BUSINESS**

N/A

**NEW BUSINESS**

**2024 Draft Budget/Set Public Hearing**

President Youngquist reported he talked with Manager Kaufman to further discuss the budget to look at items that could be reduced. He stated the biggest change will be the retirement of the worker whose position will be filled by an MCO employee, which reduces the wages and benefits paid by the Commission, but increases contract operations. President Youngquist said the work done by MCO is well worth it and they are doing a great job. Commissioners questioned various accounts and projected loadings from communities. After discussion, a motion was made by Mike Van Dyke to schedule a Public Hearing on the Proposed 2024 Fox West Regional Sewerage Commission Budget to be held on Wednesday October 4, 2023 at 4:00 pm at the offices of McMahan Associates immediately prior to the Regular Meeting, second by Greg Ziegler. *Motion Carried.*

**ADJOURNMENT**

A motion was made by Mike Van Dyke, second by Greg Ziegler to Adjourn. *Motion Carried.*

Meeting adjourned at 5:00 pm.

**ATTEST**

\_\_\_\_\_  
Greg Ziegler, Secretary

\_\_\_\_\_  
Melissa Starr, Accounting Clerk

**FOX WEST REGIONAL  
SEWERAGE COMMISSION  
For Approval on: 10/04/2023**

**PRAUTHORIZED SEPTEMBER PAYABLES**

<b>CHECK NO</b>	<b>DATE</b>		<b>Amount</b>
38050-38052	09/05/23	Plant Payroll - Net (#23-18)	4,855.30
WDC090523	09/05/23	Wisconsin Def Comp (#23-18)	70.00
	09/05/23	FSA WITHHOLDING (#23-18)	149.99
38056	09/18/23	Fox Crossing Utilities (Water - 806k gals - <u>\$4,657.85</u> / Stormwater Fees- <u>\$1,230.14</u> / Fire Protection- <u>\$258.00</u> )	6,145.99
38057	09/18/23	Herling Clark Law Firm.	468.60
38058	09/18/23	McClone Agency (insurance installment-worker comp, liability, auto)	5,259.00
38059	09/18/23	Spectrum/Charter Communications ( <u>\$147.08</u> Internet/ <u>\$145.93</u> Telephone)	293.01
38060	09/18/23	Town of Grand Chute (Life & Dental Insurance, FSA fee)	1,161.19
38061	09/18/23	VISA ( <u>\$175.00</u> - Fuel/ <u>\$47.25</u> -software support/ <u>\$22.71</u> - USPS/ <u>\$37.40</u> - Lab/ <u>\$41.97</u> Other supplies/ <u>\$262.86</u> -Ball Valves)	587.19
38062	09/18/23	WE Energies ( <u>\$120.20</u> Heat/ <u>\$55,633.82</u> Electric)	55,754.02
38053-38055	09/19/23	Plant Payroll - Net (#23-19)	5134.06
WDC091923	09/19/23	Wisconsin Def Comp (#23-19)	70.00
	09/19/23	FSA WITHHOLDING (#23-19)	149.99
38074	10/04/23	GFL Environmental (trash, grit, recycling hauling)	1648.73
WGH092523	09/25/23	Dept of Employee Trust (OCTOBER HEALTH INVOICE)	6,359.70
EFTPS092923	09/29/23	Federal Payroll Taxes (SEPTEMBER Federal Tax Withholding)	3,626.44
WDR092923	09/29/23	Wisconsin Dept Revenue (SEPTEMBER State Tax Withholding)	592.33
WRS092923	09/29/23	Dept of Employee Trust (AUGUST PENSION)	2,039.98
			<b><u>\$94,365.52</u></b>

FOX WEST REGIONAL  
SEWERAGE COMMISSION -

MONTHLY PAYABLES

VOUCHER LIST - 10/04/2023

PAGE 2

CHECK NO	DATE		Amount
38063-38069	10/04/23	Commissioner's Wages (Net) Commission Wages (September Mtg)	\$1,239.64
38070		Aerzen Air Filter Cartridge	\$489.29
38071		Aquachem Ferric Chloride and DP3160	\$31,588.24
38072		Badger Labs Lab Testing	\$704.00
38073		Crown Lift Trucks Forklift Servicing	\$926.54
38075		Grainger Shop Vac, Air Filter, Web Sling, Paper Towel, Water Heater	\$913.03
38076		Hach Phosphax Rgt Sln	\$160.84
38077		Heartland Business Systems, LLC Monthly Billing	\$229.00
38078		Klink Hydraulics, LLC Waste Hauler Station Hose	\$747.40
38079		Midwest Contract Operations Monthly Contract Services	\$47,035.80
38080		Milton Propane Fuel	\$42.11
38081		MSA Safety Sales, LLC Ultima X Sensor	\$1,589.01
38082		North Central Laboratories (NCL) Ammonium Persulfate, Flask, Cap, Fume Hood, Balance	\$445.24
38083		Print Source Plus Letterhead	\$246.90
38084		Splendid Cleaning Service, LLC Building Maintenance	\$379.00

**\$86,736.04**



CHECK NO      DATE

Amount

**EQUIPMENT REPLACEMENT**

38085	B & M Technical Services, Inc. FC/GC Influent Flow Meters	\$	7,612.00
38086	Hach Unit for Remote Access, Phosphate Analyzer	\$	61,031.98
38087	Mulcahy/Shaw Water Bank 2B UVI Probe	\$	3,127.53
<b>Total Equipment Replacement</b>			<b>\$71,771.51</b>

**DEPRECIATION EXPENSE**

38088	McMahon Associates WWTP Improvements Design	\$	5,280.00
<b>Total Depreciation</b>			<b>\$5,280.00</b>

Preauthorized SEPTEMBER Expenses	\$94,365.52
Monthly Payables	\$86,736.04
Equipment Replacement Expense	\$71,771.51
Depreciation Expense	\$5,280.00
<b>\$258,153.07</b>	

Disbursements Not Approved:

Approved by Commission:

\_\_\_\_\_  
Mark Strobel

\_\_\_\_\_  
Date

**FOX WEST REGIONAL SEWERAGE COMMISSION  
BANK STATEMENT  
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF AUGUST 2023**

**CHECKING ACCOUNT**

<b>Beginning Balance</b>		<u><u>\$714,112.13</u></u>
<b>Receipts:</b>		
User Fees Received	\$280,452.93	
Vactor-Waste Fees Received	-	
Lab/MISC Fees Received	5,610.00	
Septic Haulers Fees	17,750.05	
Interest Earned @ 0.05% / ANB	31.40	
<b>Transfers from:</b>		
Equipment Replacement	18,628.00	
Bond Redemption	-	
Depreciation	-	
<b>Total Receipts:</b>	<u>\$322,472.38</u>	
<b>Total Available</b>		<b>\$1,036,584.51</b>
<b>Disbursements:</b>		
Commissioners Wages (net)	\$1,239.69	
Plant Personnel Wages (net)	4,811.30	
Plant Personnel Wages (net)	4,759.55	
Plant Personnel Wages (net)	-	
Gen. Operating Expense	178,394.00	
Equipment Replacement	1,408.64	
Depreciation	210.00	
<b>Transfers To:</b>		
Misc ledger adjustment		
Equipment Replacement	34,337.57	
<i>July Inv. - August receipts</i>		
Bond Redemption	87,444.68	
<i>July Inv. - August receipts</i>		
Depreciation	-	
<b>Total Disbursements:</b>	<u>\$312,605.43</u>	
 <b>TOTAL CHECKING - Per General Ledger</b>		 <u><u>\$723,979.08</u></u>
	checks outstanding:	\$125,976.16
	actual checkbook balance at month-end- Per Bank Statement:	\$849,955.24

**EQUIPMENT REPLACEMENT ACCOUNT**

Beginning Balance	\$595,285.95	
Interest Earned @ 5.25% / ANB	2,648.85	
Transfer from Checking	34,337.66	
Transfer to Checking	-18,628.00	
<b>Total Equip Replacement Acct Balance</b>		<u><u>\$613,644.46</u></u>

**FUTURE CAPITAL ACCOUNT**

Beginning Balance	\$1,293,082.51	
Interest Earned @ 2.65% / COM 1st - CD	2,877.37	
<b>TOTAL FUTURE CAPITAL</b>		<u><u>\$1,295,959.88</u></u>

**FOX WEST REGIONAL SEWERAGE COMMISSION  
BANK STATEMENT  
CASH RECEIPTS & DISBURSEMENTS FOR THE MONTH OF AUGUST 2023**

---

BANK STATEMENT-8/31/22  
PAGE 2

**BOND REDEMPTION ACCOUNTS**

Beginning Balance - Money Market Account	\$223,745.72
Interest Earned @ 5.22% / ANB	1,275.12
Transfer from Checking	87,444.91
Transfer to STATE WIS - CWF loan payment	-
Wire Transfer Fee	-
<b>Total Bond Redemption MM Acct Balance</b>	<b>\$312,465.75</b>

Beginning Balance - LGIP Account	\$994,012.91
Interest Earned @ 5.31% / LGIP	\$4,485.05
Deposit	-
Withdrawal (STATE WIS - CWF loan payment)	-
<b>Total Bond Redemption LGIP Acct Balance</b>	<b>\$998,497.96</b>

**TOTAL BOND REDEMPTION** \$1,310,963.71

**DEPRECIATION ACCOUNTS**

Beginning Balance - Money Market Account	\$177,105.74
Interest Earned @ 5.25% / ANB	771.65
Transfer from Checking	
Transfer to Checking	
<b>Total Depreciation Acct Balance</b>	<b>\$177,877.39</b>

Beginning Balance - LGIP Account	\$1,613,130.50
Interest Earned @ 5.31%	469.58
<b>Total Depreciation LGIP Acct Balance</b>	<b>\$1,613,600.08</b>

**TOTAL DEPRECIATION ACCOUNT** \$1,791,477.47

**SUMMARY**

ANB CHECKING ACCOUNT	\$723,979.08
EQUIPMENT REPLACEMENT ACCOUNT	613,644.46
FUTURE CAPITAL CD ACCOUNT	\$1,295,959.88
BOND REDEMPTION ACCOUNTS	1,310,963.71
DEPRECIATION ACCOUNTS	1,791,477.47
PETTY CASH & WASTEHAULER DEPOSITS	\$1,208.89
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$5,737,233.49</b>

**Fox West Regional Sewerage Commission**  
**Income Statement with Previous Year Comparison**  
**August 31, 2023**

		<u>August 23</u>	<u>August 22</u>	<u>Jan - Aug 23</u>	<u>Jan - Aug 22</u>	<u>Y-T-D \$ Change</u>
<b><u>Operations &amp; Maintenance Income</u></b>						
	Grand Chute	79,576.53	85,313.33	671,213.46	640,596.67	30,616.79
	Clayton	3,364.13	3,815.78	29,109.82	28,721.36	388.46
	Fox Crossing	50,615.35	62,223.40	467,396.16	474,292.55	-6,896.39
	Greenville	34,650.04	39,435.25	287,769.30	292,456.73	-4,687.43
	<b>Total Operation/Maint Income</b>	<b>\$168,206.05</b>	<b>\$190,787.76</b>	<b>\$1,455,488.74</b>	<b>\$1,436,067.31</b>	<b>\$19,421.43</b>
<b><u>Operations &amp; Maintenance Expenses</u></b>						
<i>Wages &amp; Benefits</i>	Commissioner Pay	1,418.15	1,759.05	10,367.95	10,513.40	-145.45
	Employee Pay	14,999.82	14,358.20	131,480.42	122,809.42	8,671.00
	Employee Benefits	8,249.26	9,167.59	63,083.43	76,388.53	-13,305.10
<i>Utilities</i>	Electric	60,187.46	49,144.28	444,418.24	388,337.42	56,080.82
	Natural Gas & Water	6,261.39	5,317.48	48,611.21	44,403.03	4,208.18
<i>Chemicals</i>	Ferric Chloride	21,875.61	30,393.83	186,382.93	166,609.42	19,773.51
	Polymer	0.00	0.00	0.00	14,861.00	-14,861.00
	Other Chemicals	0.00	0.00	0.00	0.00	0.00
<i>General Operations</i>	Contract Operations	47,035.80	45,350.97	376,286.40	371,787.76	4,498.64
	Rugs, Linens, Uniforms	368.32	538.73	3,941.52	3,693.45	248.07
	Grit & Refuse Hauling	1,494.38	1,507.42	17,130.45	15,749.67	1,380.78
	Other Operations	961.84	1,602.98	7,476.04	7,222.43	253.61
<i>Sludge</i>	Sludge Disposal	18,637.50	0.00	18,637.50	0.00	18,637.50
	Other Sludge Exp.	0.00	0.00	516.58	0.00	516.58
<i>Plant Maint</i>	Maintenance of Operations	0.00	5,472.50	29,153.12	79,113.48	-49,960.36
	Other Plant Maintenance	21,789.57	7,081.67	83,673.74	93,746.81	-10,073.07
<i>Lab</i>	Lab Operations	2,108.28	1,310.33	18,007.94	16,084.41	1,923.53
	WPDES Compliance Monitor	0.00	0.00	0.00	0.00	0.00
<i>Administrative &amp; General Expenses</i>	Insurance & Legal	0.00	5,573.50	61,845.00	64,934.00	-3,089.00
	Annual Audit	0.00	0.00	9,425.00	8,715.00	710.00
	Office, Postage, Phone, etc	912.48	641.80	12,051.35	13,662.96	-1,611.61
	DNR Environment Fees	0.00	0.00	34,373.35	31,829.98	2,543.37
	Other General/Admin	20.00	-29.87	2,617.33	2,764.54	-147.21
	<b>Total Operating Expenses</b>	<b>\$206,319.86</b>	<b>\$179,190.46</b>	<b>\$1,559,479.50</b>	<b>\$1,533,226.71</b>	<b>\$26,252.79</b>
	<b>Gross Income (Loss)</b>	<b>(\$38,113.81)</b>	<b>\$11,597.30</b>	<b>(\$103,990.76)</b>	<b>(\$97,159.40)</b>	<b>(\$6,831.36)</b>
<b><u>Other Operations Income</u></b>						
<i>Other Income</i>	Interest Income	16,003.54	4,290.38	96,958.56	25,139.92	71,818.64
	Waste Hauler Income	16,509.14	18,346.05	134,282.33	139,600.94	-5,318.61
	Lab Testing/Vac-Waste/Misc	4,388.80	1,855.00	22,713.21	19,879.00	2,834.21
	Other Operations Income	\$36,901.48	\$24,491.43	\$253,954.10	\$184,619.86	\$69,334.24
	<b>Operating Fund Income (Loss)</b>	<b>(\$1,212.33)</b>	<b>\$36,088.73</b>	<b>\$149,963.34</b>	<b>\$87,460.46</b>	<b>\$62,502.88</b>
<b><u>Replacement, Debt, Depreciation</u></b>						
<i>Repl.</i>	Repl. Income from Users	34,337.66	34,337.50	274,701.24	274,701.34	-0.10
	Repl. Fund Expenses	7,612.00	0.00	52,210.67	158,099.64	-105,888.97
<i>Debt</i>	Debt Service from Users	87,444.94	92,353.80	723,970.27	738,833.86	-14,863.59
	Debt Service Interest	12,922.09	15,016.62	112,549.71	128,292.96	-15,743.25
<i>Depr.</i>	Depr. Income from Users	0.00	0.00	0.00	0.00	0.00
	Depr. Fund Expenses	5,280.00	0.00	29,361.00	33,566.50	-4,205.50
	<b>Income (Loss) for Replacement, Debt, Depreciation</b>	<b>\$95,968.51</b>	<b>\$111,674.68</b>	<b>\$804,550.13</b>	<b>\$693,576.10</b>	<b>\$110,974.03</b>
Reconciliation Discrepancies / Audit GASB / Plant Depreciation						
	Depreciation	0.00	0.01	0.00	0.02	-0.02
	<b>Net Income (Loss)</b>	<b>\$94,756.18</b>	<b>\$147,763.40</b>	<b>\$954,513.47</b>	<b>\$781,036.54</b>	<b>\$173,476.91</b>

**Fox West Regional Sewerage Commission**  
**Balance Sheet Summary with Previous Year Comparison**  
**As of August 31, 2023**

	<u>August 31, 23</u>	<u>August 31, 22</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<u>Current Assets</u>				
<u>Cash &amp; Investments</u>				
Checking-American Nat'l	723,979.08	445,971.34	278,007.74	62.34%
Cash-Wastehauler's Deposits	1,008.89	1,011.80	-2.91	-0.29%
Petty Cash	200.00	200.00	0.00	0.0%
Savings-Comm 1st	674.05	0.00	674.05	100.0%
Bond Redemption - Money Market & CD's	1,310,963.71	1,383,708.57	-72,744.86	-5.26%
Equipment Replacement - Money Market & CD's	613,644.46	376,565.42	237,079.04	62.96%
Depreciation Fund - Money Market & CD's	1,791,477.47	1,750,112.57	41,364.90	2.36%
Future Capital (CD)	1,295,959.88	1,263,021.68	32,938.20	2.61%
<b>Total Cash &amp; Investments</b>	<b>5,737,907.54</b>	<b>5,220,591.38</b>	<b>517,316.16</b>	<b>9.91%</b>
<u>Other Current Assets</u>				
Accounts Receivable	308,937.59	337,813.11	-28,875.52	-8.55%
Undeposited Funds	0.00	0.00	0.00	0.0%
Inventory Mat'l & Supplies	12,521.00	12,521.00	0.00	0.0%
WRS Pension - Assets & Deferred Outflows	348,954.00	308,946.00	40,008.00	12.95%
<b>Total Other Current Assets</b>	<b>670,412.59</b>	<b>659,280.11</b>	<b>11,132.48</b>	<b>1.69%</b>
<b>Total Current Assets</b>	<b>6,408,320.13</b>	<b>5,879,871.49</b>	<b>528,448.64</b>	<b>8.99%</b>
<u>Fixed Assets</u>				
Land/Easements/Land Improvements	590,977.48	590,977.48	0.00	21.43%
Interceptor Mains & Access	1,648,042.84	1,648,042.84	0.00	0.0%
Structures, Equipment & Improvements	45,325,996.33	45,211,325.21	114,671.12	0.25%
Accumulated Depreciation	-25,028,459.62	-23,256,661.57	-1,771,798.05	1.65%
<b>Total Fixed Assets</b>	<b>22,536,557.03</b>	<b>24,193,683.96</b>	<b>-1,657,126.93</b>	<b>-6.85%</b>
<b>TOTAL ASSETS</b>	<b><u>28,944,877.16</u></b>	<b><u>30,073,555.45</u></b>	<b><u>-1,128,678.29</u></b>	<b><u>-3.75%</u></b>
<b>LIABILITIES &amp; EQUITY</b>				
<u>Liabilities</u>				
<u>Current Liabilities</u>				
Accounts Payable	90,267.00	71,549.35	18,717.65	0.0%
Payroll Liabilities	44,424.43	36,039.99	8,384.44	8.83%
Pension Liability	285,734.00	269,716.00	16,018.00	328.51%
Customer Deposits	1,011.42	1,011.42	0.00	52.22%
Accrued Interest Expense & Other Liab	141,621.71	59,877.88	81,743.83	5.94%
<b>Total Current Liabilities</b>	<b>563,058.56</b>	<b>438,194.64</b>	<b>124,863.92</b>	<b>28.5%</b>
<u>Long Term Liabilities</u>				
CWF-INTERCEPTOR	0.00	57,790.80	-57,790.80	-100.0%
CWF-2009 Upgrade	5,722,729.06	6,694,534.85	-971,805.79	-14.52%
<b>Total Long Term Liabilities</b>	<b>5,722,729.06</b>	<b>6,752,325.65</b>	<b>-1,029,596.59</b>	<b>-15.25%</b>
<b>Total Liabilities</b>	<b>6,285,787.62</b>	<b>7,190,520.29</b>	<b>-904,732.67</b>	<b>-12.58%</b>
<u>Equity</u>				
Contributions in Aid-Grants/Agencies	4,951,269.00	4,951,269.00	0.00	-12.6%
Contributions in Aid-Communities	695,930.55	695,930.55	0.00	0.0%
Contributions in Aid-Others	147,494.00	147,494.00	0.00	0.0%
Accum Amort of Contributed Capital	-3,933,248.32	-3,933,248.32	0.00	0.0%
Retained Earnings-Unappropriated	19,697,193.84	20,094,616.39	-397,422.55	-1.98%
Restricted Net Position-Pension	145,937.00	145,937.00	0.00	0.0%
Net Income	954,513.47	781,036.54	173,476.93	-1.98%
<b>Total Equity</b>	<b>22,659,089.54</b>	<b>22,883,035.16</b>	<b>-223,945.62</b>	<b>-0.98%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>28,944,877.16</u></b>	<b><u>30,073,555.45</u></b>	<b><u>-1,128,678.29</u></b>	<b><u>-3.75%</u></b>

**2023 INTEREST EARNINGS**  
August 31, 2023

gl #s	1002      1034      1036      1050				2186b	2131	2121	2152b	2152a	2152c	2141	2167b	2152a	TOTAL
	Operations				Future	Replacement	Bond Redemption				Depreciation			
	Checking	WH Deposit Winn Waste	WH Deposits	Savings	C.D.	MONEY MARKET	MONEY MARKET	C.D.	C.D.	LGIP	MONEY MARKET	C.D.	LGIP	
	0.05%	0.01%	0.01%	1.00%	2.65% due 9/12/2024	5.25%	5.22%	Matured 6/04/23	Matured 4/29/23	5.31%	5.25%	Matured 8/22/23 2.75%	5.31%	
ANB	ANB	ANB	COMM1st	COMM1st	ANB	ANB	COMM1st	ANB	LGIP	ANB	COMM1st	LGIP		
Jan	22.76	0.01	0.00		2,833.97	519.95	1,025.70	360.12	1,904.65	0.00	170.04	3,567.62		\$10,404.82
Feb	18.59	0.00	0.00		2,565.41	491.85	1,016.02	325.56	0.00	0.00	153.73	3,229.62		\$7,800.78
Mar	23.84	0.00	0.01		2,845.98	564.80	1,262.13	360.74	0.00	0.00	170.35	3,582.92		\$8,810.77
Apr	22.03	0.01	0.00		2,760.30	1,225.43	1,092.00	349.41	1,947.75	1,879.95	371.27	3,475.14		\$13,123.29
May	29.92	0.00	0.00		2,858.46	2,170.23	738.96	361.37	0.00	1,907.48	692.97	3,598.80		\$12,358.19
Jun	28.01	0.01	0.01	11.41	2,772.40	2,277.96	508.37	341.27	0.00	3,445.98	708.85	3,490.55		\$13,584.82
Jul	29.41	0.00	0.00	0.00	2,870.99	2,473.18	805.99	0.00	0.00	4,330.60	747.42	3,614.76		\$14,872.35
Aug	31.40	0.00	0.00	0.00	2,877.37	2,648.85	1,275.12	0.00	0.00	4,485.05	771.65	3,444.52	469.58	\$15,533.96
Sep														\$0.00
Oct														\$0.00
Nov														\$0.00
Dec														\$0.00
TOTALS:	\$205.96	\$0.03	\$0.02	\$11.41	\$22,384.88	\$12,372.25	\$7,724.29	\$2,098.47	\$3,852.40	\$16,049.06	\$3,786.28	\$28,003.93	\$469.58	\$96,488.98
	\$217.42				\$22,384.88	\$12,372.25	\$29,724.22				\$32,259.79			
acct #s	-17	-87	-87	-5400	-7158	-92	-23	-0570	-76	-1	-11	-7183		
acct \$s	\$849,955.24	\$506.78	\$502.11	\$674.05	\$1,295,959.88	\$613,644.46	\$312,465.75	\$0.00	\$0.00	\$998,497.96	\$177,877.39	\$0.00	\$1,613,600.08	\$5,863,683.70

CD LISTING 8/31/2023						
	Date Issued	Account	Amount	Rate	Term	Matures
Community First CU	2/11/2021	Depreciation	0.00	2.75%	12-month	#####
		TOTAL	\$0.00			
Community First CU	8/8/2021	Future Capital	1,295,959.88	2.65%	12-month	#####
		TOTAL	\$1,295,959.88			
TOTAL CD INVESTMENTS:			\$1,295,959.88			

MONEY MARKET & LGIP ACCOUNT LISTING 8/31/2023			
	Account	Amount	Rate
American Nat'l Bank	Bond Redemption	\$312,465.75	5.22%
LGIP	Bond Redemption	\$998,497.96	5.31%
American Nat'l Bank	Depreciation	\$177,877.39	5.25%
LGIP	Depreciation	\$1,613,600.08	5.31%
American Nat'l Bank	Replacement	\$613,644.46	5.25%
TOTAL MONEY MARKET & LGIP ACCOUNTS:		\$3,716,085.64	

CHECKING & SAVINGS ACCOUNT LISTING 8/31/2023			
	Account	Amount	Rate
American Nat'l Bank	Operations - Checking	#####	0.05%
Community First CU	Savings	\$674.05	1.00%
American Nat'l Bank	Wastehauler Deposit	\$502.11	0.01%
American Nat'l Bank	Wastehauler Deposit	\$506.78	0.01%
TOTAL CHECKING & SAVINGS ACCOUNTS:		\$851,638.18	

**2023 BUDGET STATEMENT  
FOX WEST REGIONAL  
WASTEWATER TREATMENT PLANT**

Budget Through 08/31/2023

INCOME SOURCE	100.00% '23 BUDGET	MONTHLY 1/12 TOTAL	8.33% JAN	16.67% FEB	25.00% MAR	33.33% APR	41.67% MAY	50.00% JUNE	58.33% JULY	66.67% AUG	YTD TOTAL	BDGT THRU AUG (8/31/23)	(OVER)/UNDER BUDGET	% OF BUDGET
<b>USER CHARGES:</b>														
OPERATION AND MAINT	\$2,031,919.00	\$169,326.58	\$175,166.66	\$156,003.33	\$238,474.69	\$212,076.37	\$186,170.48	\$160,720.48	\$158,670.68	\$168,206.05	\$1,455,488.74	\$1,354,612.67	(\$100,876.07)	71.63%
EQUIPMENT REPLACEMENT	412,052.00	34,337.67	34,337.64	\$34,337.66	\$34,337.74	\$34,337.73	\$34,337.58	\$34,337.66	\$34,337.57	\$34,337.66	274,701.24	\$274,701.33	\$0.09	66.67%
BOND REDEMPTION	1,107,925.00	92,327.08	92,327.05	92,327.06	92,327.06	92,327.37	92,327.43	92,326.83	87,444.91	87,444.68	723,970.27	\$738,616.67	\$14,646.40	65.34%
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%
<b>TOTAL BUDGETED INCOME</b>	<b>\$3,551,896.00</b>	<b>\$295,991.33</b>	<b>\$301,831.35</b>	<b>\$282,668.05</b>	<b>\$365,139.80</b>	<b>\$338,741.53</b>	<b>\$312,834.89</b>	<b>\$282,503.05</b>	<b>\$280,452.93</b>	<b>\$289,988.65</b>	<b>\$2,454,160.25</b>	<b>\$2,367,930.67</b>	<b>(\$86,229.58)</b>	<b>69.09%</b>
<b>CONTINGENCY FUNDING:</b>														
INTEREST INCOME	\$37,000.00	\$3,083.33	\$10,404.82	\$7,800.78	\$8,810.77	\$13,123.29	\$12,358.19	\$13,584.82	\$14,872.35	\$16,003.54	\$96,958.56	\$24,666.67	(\$72,291.89)	262.05%
WASTEHAULER INCOME	200,000.00	16,666.67	13,595.98	16,365.73	17,656.70	19,118.57	16,509.90	17,359.26	17,167.05	16,509.14	134,282.33	\$133,333.33	(\$949.00)	67.14%
LAB & MISC. INCOME	26,000.00	2,166.67	6,399.41	3,252.00	2,263.00	1,549.00	1,720.00	1,786.00	1,355.00	4,388.80	22,713.21	\$17,333.33	(\$5,379.88)	87.36%
<b>TOTAL CONT FUNDING</b>	<b>\$263,000.00</b>	<b>\$21,916.67</b>	<b>\$30,400.21</b>	<b>\$27,418.51</b>	<b>\$28,730.47</b>	<b>\$33,790.86</b>	<b>\$30,588.09</b>	<b>\$32,730.08</b>	<b>\$33,394.40</b>	<b>\$36,901.48</b>	<b>\$253,954.10</b>	<b>\$175,333.33</b>	<b>(\$78,620.77)</b>	<b>96.66%</b>
<b>BUDGETED SURPLUS</b>	<b>\$0.00</b>	<b>\$0.00</b>												
<b>TOTAL BUDGET</b>	<b>\$3,814,896.00</b>	<b>\$317,908.00</b>	<b>\$332,231.56</b>	<b>\$310,086.56</b>	<b>\$393,870.27</b>	<b>\$372,532.39</b>	<b>\$343,422.98</b>	<b>\$315,233.13</b>	<b>\$313,847.33</b>	<b>\$326,890.13</b>	<b>\$2,708,114.35</b>	<b>\$2,543,264.00</b>	<b>(\$164,850.35)</b>	<b>70.99%</b>
<b>2023 BUDGETED O&amp;M EXPENSE</b>														
<b>WAGES &amp; BENEFITS:</b>														
COMMISSIONERS	\$15,000.00	\$1,250.00	\$1,222.70	\$1,222.70	\$1,222.70	\$1,418.15	\$1,222.70	\$1,222.70	\$1,418.15	\$1,418.15	\$10,367.95	\$10,000.00	(\$367.95)	69.12%
PLANT PERSONNEL	211,100.00	17,591.67	16,879.05	15,149.80	15,074.80	14,999.80	22,612.21	15,663.24	16,101.70	14,999.82	131,480.42	\$140,733.33	\$9,252.91	62.28%
EMPLOYEE BENEFITS	119,837.00	9,986.42	7,468.60	7,642.91	7,557.50	7,619.30	8,170.96	8,782.10	7,592.80	8,249.26	63,083.43	\$79,891.33	\$16,807.90	52.64%
<b>UTILITIES:</b>														
ELECTRIC POWER	585,000.00	48,750.00	49,045.30	53,563.96	48,816.06	56,602.71	59,361.32	61,657.26	55,184.17	60,187.46	444,418.24	\$390,000.00	(\$54,418.24)	75.97%
OTHER UTILITIES	65,000.00	5,416.67	7,463.62	7,229.59	7,014.69	5,828.88	8,345.93	875.49	185.35	6,261.39	43,204.94	\$43,333.33	\$128.39	66.47%
<b>CHEMICALS:</b>														
FERRIC CHLORIDE	259,000.00	21,583.33	21,922.85	22,310.26	21,745.57	22,348.30	21,674.65	32,039.22	22,466.47	21,875.61	186,382.93	\$172,666.67	(\$13,716.26)	71.96%
OTHER CHEMICALS	35,000.00	2,916.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$23,333.33	\$23,333.33	0.00%
<b>GENERAL OPERATIONS:</b>														
CONTRACT OPERATIONS	590,942.00	49,245.17	45,350.97	48,720.63	47,035.80	47,035.80	47,035.80	47,035.80	47,035.80	47,035.80	376,286.40	\$393,961.33	\$17,674.93	63.68%
OTHER OPERATING COSTS	40,600.00	3,383.33	2,865.84	3,096.75	2,473.86	2,876.76	7,352.03	2,610.91	4,447.32	2,824.54	28,548.01	\$27,066.67	(\$1,481.34)	70.32%
<b>SLUDGE HANDLING:</b>														
SLUDGE DISPOSAL	27,000.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,637.50	18,637.50	\$18,000.00	(\$637.50)	69.03%
OTHER SLUDGE EXPENSES	500.00	41.67	0.00	0.00	0.00	0.00	0.00	0.00	516.58	0.00	516.58	\$333.33	(\$183.25)	103.32%
<b>PLANT MAINTENANCE:</b>														
PLANT MAINTENANCE/REPAIR	194,200.00	16,183.33	15,836.69	9,514.91	9,840.38	13,070.26	5,825.71	25,752.35	8,171.99	21,789.57	109,801.86	\$129,466.67	\$19,664.81	56.54%
<b>LABORATORY:</b>														
LAB OPERATIONS	8,000.00	666.67	1,945.53	3,806.19	2,096.86	2,546.21	1,368.16	2,174.17	1,962.54	2,108.28	18,007.94	\$5,333.33	(\$12,674.61)	225.10%
WPDES-COMPL. MONITORING	12,500.00	1,041.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$8,333.33	\$8,333.33	0.00%
<b>ADMINISTRATIVE/GENERAL:</b>														
INSURANCE/LEGAL	69,740.00	5,811.67	51,298.00	0.00	5,259.00	0.00	29.00	5,259.00	0.00	0.00	61,845.00	\$46,493.33	(\$15,351.67)	88.68%
ANNUAL AUDITING SERVICES	9,000.00	750.00	0.00	0.00	9,425.00	0.00	0.00	0.00	0.00	0.00	9,425.00	\$6,000.00	(\$3,425.00)	104.72%
OFFICE, POSTAGE, PHONE, ETC	12,000.00	1,000.00	853.88	1,466.54	2,004.21	578.12	2,308.27	1,771.12	1,666.03	912.48	11,560.65	\$8,000.00	(\$3,560.65)	96.34%
DNR ENVIRONMENTAL FEES	35,000.00	2,916.67	0.00	0.00	0.00	0.00	34,373.35	0.00	0.00	0.00	34,373.35	\$23,333.33	(\$11,040.02)	98.21%
GENERAL ADMIN. EXPENSE	5,500.00	458.33	27.75	0.00	2,350.00	25.00	55.50	40.33	27.75	20.00	2,546.33	\$3,666.67	\$1,120.34	46.30%
<b>TOTAL O&amp;M EXPENSES</b>	<b>\$2,294,919.00</b>	<b>\$191,243.25</b>	<b>\$222,180.78</b>	<b>\$173,724.24</b>	<b>\$181,916.43</b>	<b>\$174,949.29</b>	<b>\$219,735.59</b>	<b>\$204,883.69</b>	<b>\$166,776.65</b>	<b>\$206,319.86</b>	<b>\$1,550,486.53</b>	<b>\$1,529,946.00</b>	<b>(\$20,540.53)</b>	<b>67.56%</b>
<b>CONTINGENCY APPLIED</b>	<b>\$235,400.00</b>	<b>\$19,616.67</b>	<b>\$30,937.53</b>	<b>(\$17,519.01)</b>	<b>(\$9,326.82)</b>	<b>(\$16,293.96)</b>	<b>\$28,492.34</b>	<b>\$13,640.44</b>	<b>(\$24,466.60)</b>	<b>\$15,076.61</b>	<b>\$20,540.53</b>	<b>\$156,933.33</b>	<b>\$136,392.80</b>	<b>8.73%</b>



# FOX WEST REGIONAL SEWERAGE COMMISSION

1965 W. Butte Des Morts Beach Rd.  
Neenah, WI 54956

Phone (920) 739-7921  
Fax (920) 739-1343  
gcmwsc@new.rr.com



## Monthly Operational Summary

September, 2023

### PLANT OPERATIONS

1. **PLANT PERFORMANCE** – The facility met all DNR permit limits in September.
2. **PLANT POWER OUTAGE**- WE Energies temporarily disconnected the primary power supply to the plant on 9/20/23 in order to remove three overhead power lines which crossed HWY 41. Faith Technologies assisted us with switching the plant over to the secondary power feed on 9/18/23 in anticipation of the upcoming outage. WE Energies' work was completed and Faith switched the plant back over to the primary service on 9/21/23. During the transfer process a small transformer on the power supply for #2 grit classifier failed. Faith installed a spare transformer and the unit was returned to service that day.
3. **PHOSPHATE ANALYZER**- The Hach phosphate analyzer has arrived. We have budgeted for Faith Technologies to install this unit in early 2024. The analyzer automatically collects a small effluent sample multiple times per day and tests it for phosphorus. The analyzer will provide feedback on the test results to the scada computer. The scada computer will then adjust the chemical pump feed rate accordingly. This will allow us to optimize the chemical feed and reduce the amount of ferric chloride needed to meet our phosphorus limit.

### PRETREATMENT

1. **CANTEEN VENDING**- The pH readings have been within limits since the new pH probe was installed.
2. **CINTAS**- We will be issuing a notice of non-compliance (NON) for an exceedance of the fats, oils, and grease limit.
3. **PIERCE**- We will be issuing a NON for an exceedance of the pH limits
4. **GULFSTREAM**- Gulfstream will be receiving an amended permit with the addition of a new outfall associated with their new process located at the northwest corner of the property.
5. **SEMI-ANNUAL REPORT**- The semi-annual report for the first half of 2023 has been submitted to the DNR.

### EQUIP OPERATIONS

1. **FORKLIFT**- The forklift has developed a bad oil leak on the transmission housing. We had a technician from Crown onsite to investigate the leak. He said that in order to properly repair the leak he would have to bring the lift to their shop and remove the transmission. This would likely be a very expensive repair. He tried to use an epoxy compound to seal the housing as a temporary fix, but it did not resolve the problem. We are also experiencing issues with the starter. We have had to tap on it with a crow bar to get it to turn over. The technician said that they don't make that type of starter anymore, but he could look for a used one if we want to continue to use this lift. The current forklift was made in 1992 and has 13,671 hours of run time on it. I am proposing that we look at options to replace this unit ASAP. Estimates for a replacement have been included in the meeting packet.



2. **UV DISINFECTION-** September 30<sup>th</sup> is the final day for seasonal disinfection of our effluent. The UV system will be powered down on 10/1 and all four banks of bulbs will be removed from the channels. All of the sleeves will be cleaned using an ammonia free solution, and the bulbs will be covered and stored until next April when we will be required to begin disinfecting our discharge again.
  
3. **RAW PUMP #2-** We are still waiting for the new pump to arrive. The rebuilt motor from L&S Electric is onsite and ready to be installed. The pump will be supplied by Crane Engineering, and Crane has stated that they will provide an operator free of charge to assist with the installation since it has taken longer than expected to receive the pump.
  
4. **HOT WATER HEATER-** The hot water heater in the old head works building began leaking from the bottom housing. The new unit was purchased from Grainger (\$543.00), and Fox West staff installed it on 9/25/23. The old unit was installed in 2007.
  
5. **UVI PROBE-** The intensity probe on bank 2B of the UV system failed in August. A new probe was purchased from Mulcahy Shaw (\$3,127.53) and Fox West staff installed it on 9/13/23.
  
6. **RE-USE WATER HYDRANT-** The hydrant near the wash down pad was leaking and needed to be repaired. Fox West staff disassembled the hydrant and installed new gaskets and a ball valve on the discharge.
  
7. **ROTORK VALVE ACTUATOR-** During routine testing we found that the Rotork valve actuator on the primary effluent line leading to IFAS train #3, basin #2 was not working. I have contacted Rotork to request a quote for a service technician to come on-site to troubleshoot.



Crown Lift Trucks - Milwaukee

5150 S Towne Dr  
New Berlin, WI 53151  
262-695-0950  
crown.com

Quotation

09/25/2023

Quote No. 597542

Fox West Sewage Commission



NEW

**Pricing Information**

Quantity	Products	Price Each	Extended
1	C5C1000-50	\$38,692.80	\$38,692.80
	<b>Total Package Price:</b>		<b>\$38,692.80</b>
	(Tax not included in price)		



**Crown Lift Trucks - Milwaukee**  
 5150 S Towne Dr  
 New Berlin, WI 53151  
 262-695-0950  
 crown.com

**Quotation**  
**09/25/2023**  
**Quote No. 597542**  
**Fox West Sewage Commission**

**Features and Options**

**C5C1000-50 5,000 lb. Capacity, IC Cushion Tire**

Mfg. Standard for Destination	ANSI
Mast Type	TT
Lift Height	188"/4775mm
Collapsed Height	83"/2110mm
Tilt Options	5 Deg Back / 5 Deg Forward
Overhead Guard Options	Isomounted Operator Cell
Steer Axle Mounting	Isomounted Steer Axle
LP Bottle Bracket Type	Fold Down Single Strap
Sideshifter	Crown Integral Sideshifter
Accessory Hydraulics	Single Accessory Hydraulic
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol
Fork Carriage Width	38"/965mm
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 4" / 45mm x 100mm
Fork Length	42"/1065mm
Fork Spread	36"/915mm
Load Backrest Size	39" x 30"/990mm x 760mm (WxH)
Battery Type	Wet Cell - Severe Duty
Alternator	12 V 70 Amps Standard
Exhaust System	LPG Catalytic Muffler
Radiator Type	Dual Opencore Radiator
Vented Side Panels	Yes
Air Intake	Single Element Mech. Indicator
Seat Option	FlexSeat™ Fabric
Seatbelt	High Visibility Orange Seatbelt
Steering Wheel Option	13" Steering Wheel
Pedal Control Options	Separate Inching and Brake Pedal (3 Pedals)
Brake System	Drum Brakes
Tread Width	Standard Tread
Drive Tire Options	Smooth Rubber
Steer Tire Options	Smooth Rubber
Paint Color	Crown Beige/Gray
Label & Decal Language	US English
Domestic Shipment Handling	Standing

**Warranties:**

Warranty Standard - One Year/Unlimited Hours



**Crown Lift Trucks - Milwaukee**  
 5150 S Towne Dr  
 New Berlin, WI 53151  
 262-695-0950  
 crown.com

**Quotation**  
**09/25/2023**  
**Quote No. 597542**  
**Fox West Sewage Commission**

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.  
 If **Fox West Sewage Commission** cannot accept merchandise at the time of shipment from our supplier, **Fox West Sewage Commission** will be invoiced and normal terms will apply.

**Above prices are subject to all state and local taxes.**  
**FOB: Factory**  
**Terms: Net 10 DAYS.**

**Crown Lift Trucks**

*Jamie Muniz*

Jamie Muniz  
 Account Representative

**Fox West Sewage Commission**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

- 1. Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
  - 2. Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
  - 3. General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
  - 4. Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
  - 5. Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
  - 6. Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
  - 7. Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
  - 8. Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
  - 9. Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
  - 10. Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
  - 11. Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
  - 12. Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
  - 13. Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.
- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.
- 14. Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
  - 15. Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
  - 16. Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
  - 17. Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
  - 18. Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: [www.crown.com](http://www.crown.com)) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
  - 19. Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
  - 20. Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

USED



Crown Lift Trucks - Milwaukee  
5150 S Towne Dr  
New Berlin, WI 53151  
262-695-0950  
crown.com

Quotation  
09/25/2023  
Quote No. 597543  
Fox West Sewage Commission

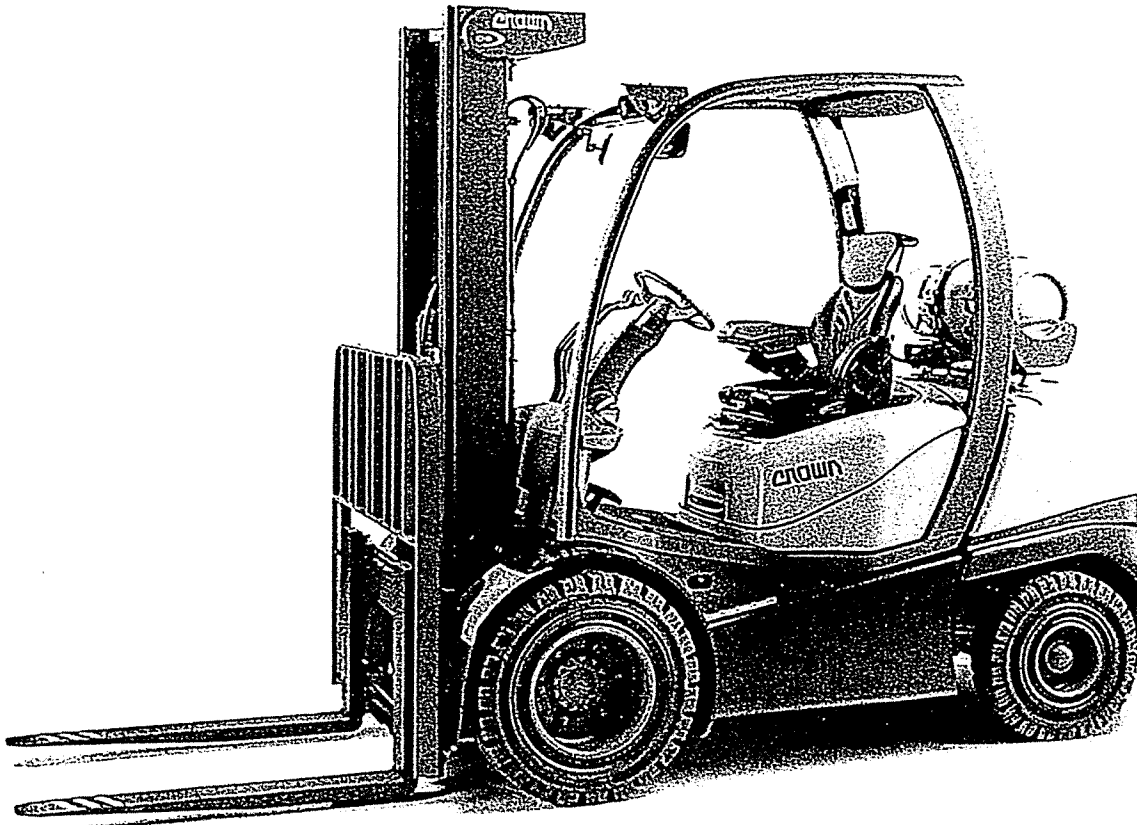
## Features and Options

---

### Used C5C 5,000 lb. Capacity, IC Cushion Tire

Equipment Age	6-12 Years
Mast Type	TT
Lift Height	188"/4775mm
Operator Manual and Decal Language	English
Warranty	90 Day Coverage on All Major Components, Parts and Labor. 30 Days Coverage on Wearable Components

*See attached pages for used options specs and pricing*





Crown Lift Trucks - Milwaukee  
 5150 S Towne Dr  
 New Berlin, WI 53151  
 262-695-0950  
 crown.com

**Quotation**  
 09/25/2023  
 Quote No. 597543  
 Fox West Sewage Commission

**Option 1:**

**SN: 10054642**

**Year: 2017**

**Estimated Hours: 5,769**

**Price: \$21,900.00**

- [10] Standard
- [20] Overseas Shipment - Not overseas
- [30] Manufacturing Standard -
- [40] ANSI for U.S.
- [50] Model - CS1000-50
- [60] Truck weight less battery - 5631#
- [70] Mast Type - TT
- [80] Lift Height - 188 188"/4775mm
- [90] Collapsed Ht. - 83"/2110mm
- [100] Tilt - 5 Deg Back / 5 Deg Forward
- [110] Partial Tapered
- [120] - 1.8" x 4" / 45mm x 100mm
- [130] - 48"/1220mm
- [140] Fork Spread - 36"/915mm
- [150] Fork Carriage Width - 38"/965mm
- [160] UL Rating - LP Gas
- [170] Fuel Type - lpg LPG
- [180] LP Bottle Bracket - 318d1 Fold Down LP B
- [190] Exhaust System - LPG ANSI Muffler, Catal
- [200] Cooling System - Dual Opencore Radiator
- [210] Air Intake - Single Element Mech. Indica
- [220] Battery Type - Wat Cell - Standard Duty
- [230] Alternator - 12 Volt, No Enclosure
- [240] Transaxle - Hydrodynamic Transaxle
- [250] Brake System -
- [260] Drum Brakes
- [270] Steer Axle - iso Isomounted Steer Axle
- [280] OHG - iso Isomounted Operator Cell
- [290] OHG Height - 84"/2135mm
- [300] Controls - Levers
- [310] Two Pedals with Levers
- [320] Mode Select
- [330] Low LP Light -
- [340] Fuel level sensor
- [350] Transmission Temp. Sensor
- [360] Seat - Flex Seat w/ Vinyl
- [370] crownhr Suspension Hip Restraint
- [380] High Visibility Seatbelt
- [390] No Storage Pocket on Seat
- [400] No Seat Spacer
- [410] Storage Tray
- [420] Seat Belt Interlock
- [430] Travel Alarm - Reverse
- [440] Front LED Worklights
- [450] LED Brake and Backup Light Pkg
- [460] Strobe Light - Amber LED
- [470] Single Domed Rear View Mirror
- [480] B-Post Horn
- [490] Counterweight Wedge
- [500] Tow Hitch Pin
- [510] Standard Tread
- [520] Drive Tire - Smooth
- [530] Steer Tires - Traction
- [540] Fork Positioner - Cascade 55F-FPS-A041
- [550] Double Function Hydraulics
- [560] Double Accessory Plumbing
- [570] No Hydraulic Function W/Cable
- [580] Third Lever Function -
- [590] Sideshift Symbol
- [600] Fourth Lever Function -
- [610] Fork Positioner Symbol
- [620] Load Backrest -
- [630] 41"/1040mm x 48"/1220mm
- [640] 0 0% Low Temp Oil
- [650] Language - US English
- [660] Paint - Crown Beige/Gray Paint Colors
- [670] Shipment Handling - Standing



Crown Lift Trucks - Milwaukee  
5150 S Towne Dr  
New Berlin, WI 53151  
262-695-0950  
crown.com

Quotation  
09/25/2023  
Quote No. 597543  
Fox West Sewage Commission

## Option 2:

**SN: 10053855**

**Year: 2017**

**Estimated Hours: 7,326**

**Price: \$19,800.00**

- |  |  |
|--|--|
| [10] Standard                                  | [340] Fuel level sensor                      |
| [20] Overseas Shipment - Not overseas          | [350] Transmission Temp. Sensor              |
| [30] Manufacturing Standard -                  | [360] Seat - Flex Seat w/ Vinyl              |
| [40] ANSI for U.S.                             | [370] crownhr Suspension Hip Restraint       |
| [50] Model - CS100C-50                         | [380] High Visibility Seatbelt               |
| [60] Truck weight less battery - 9631#         | [390] No Storage Pocket on Seat              |
| [70] Mast Type - TT                            | [400] Seat Spacer to Raise Seat              |
| [80] Lift Height - 188 188"/4775mm             | [410] Storage Tray                           |
| [90] Collapsed Ht. - 83"/2110mm                | [420] Seat Belt Interlock                    |
| [100] Tilt - 5 Deg Back / 5 Deg Forward        | [430] Travel Alarm - Reverse                 |
| [110] Partial Tapered                          | [440] Front LED Worklights                   |
| [120] - 1.8" x 4" / 45mm x 100mm               | [450] LED Brake and Backup Light Pkg         |
| [130] - 48"/1220mm                             | [460] Strobe Light - Amber LED               |
| [140] Fork Spread - 36"/915mm                  | [470] Single Domed Rear View Mirror          |
| [150] Fork Carriage Width - 38"/965mm          | [480] B-Post Horn                            |
| [160] UL Rating - LP Gas                       | [490] Counterweight Wedge                    |
| [170] Fuel Type - lpg LPG                      | [500] Tow Hitch Pin                          |
| [180] LP Bottle Bracket - 318d1 Fold Down LP B | [510] Standard Tread                         |
| [190] Exhaust System - LPG ANSI Muffler, Catal | [520] Drive Tire - Smooth                    |
| [200] Cooling System - Dual Opencore Radiator  | [530] Steer Tires - Traction                 |
| [210] Air Intake - Single Element Mech. Indica | [540] Fork Positioner - Cascade 55F-FPS-A041 |
| [220] Battery Type - Wet Cell - Standard Duty  | [550] Double Function Hydraulics             |
| [230] Alternator - 12 Volt, No Enclosure       | [560] Double Accessory Plumbing              |
| [240] Transaxle - Hydrodynamic Transaxle       | [570] No Hydraulic Function W/ Cable         |
| [250] Brake System -                           | [580] Third Lever Function -                 |
| [260] Drum Brakes                              | [590] Sideshift Symbol                       |
| [270] Steer Axle - iso Isomounted Steer Axle   | [600] Fourth Lever Function -                |
| [280] OHG - iso Isomounted Operator Cell       | [610] Fork Positioner Symbol                 |
| [290] OHG Height - 84"/2135mm                  | [620] Load Backrest -                        |
| [300] Controls - Levers                        | [630] 41"/1040mm x 48"/1220mm                |
| [310] Two Pedals with Levers                   | [640] 0.0% Low Temp Oil                      |
| [320] Mode Select                              | [650] Language - US English                  |
| [330] Low LP Light -                           | [660] Paint - Crown Beige/Gray Paint Colors  |
| [340] fuel level sensor                        | [670] Shipment Handling - Standing           |





Crown Lift Trucks - Milwaukee  
 5150 S Towne Dr  
 New Berlin, WI 53151  
 262-695-0950  
 crown.com

**Quotation**  
 09/25/2023  
 Quote No. 597543  
 Fox West Sewage Commission

**Option 3:**

**SN: 9A209789**

**Year: 2014**

**Estimated Hours: 6,748**

**Price: \$17,270.00**

[10] Standard	[390] Seat Spacer to Raise Seat
[20] Manufacturing Standard -	[400] Front LED Worklights
[30] ANSI for U.S.	[410] Counterweight Wedge
[40] Model - CS1000-50	[420] Tow Hitch Pin
[50] Truck weight less battery - 9500#	[430] Standard Tread
[60] Mast Type - TT	[440] Drive Tire - Smooth
[70] Lift Height - 165 165"/4775mm	[450] Steer Tires - Smooth
[80] Collapsed Ht. - 83"/2110mm	[460] Cascade Shifter
[90] Tilt - 5 Deg Back / 5 Deg Forward	[470] Single Function Hydraulics
[100] Partial Tapered	[480] Third Lever Function -
[110] - 1.8" x 4" / 40mm x 120mm	[490] Shifter Symbol
[120] - 42"/1065mm	[500] Fourth Lever Function -
[130] Fork Spread - 36"/915mm	[510] No Lever Required
[140] Fork Carriage Width - 38"/965mm	[520] Load Backrest -
[150] UL Rating - LP Gas	[530] 39"/990mm x 30"/760mm
[160] Engine Manufacturer - John Deere	[540] 0.0% Low Temp Oil
[170] Fuel Type - lpg LPG	[550] Language - US English
[180] LP Bottle Bracket - Fold Down LP Bottle	[560] Paint - Crown Beige/Gray Paint Colors
[190] Exhaust System - LPG Muffler, Catalytic	[6000] *****
[200] Cooling System - Dual Opencore Radiator	[8001] AMENDMENT 12/29/14 JS
[210] Air Intake - Single Element Mech. Indica	[8002] REMOVE:
[220] Battery Type - Wet Cell	[8003] SIDESHIFTER
[230] Alternator - 12 Volt, No Enclosure	[8004] CHANGE:
[240] Transaxle - Hydrodynamic Transaxle	[8005] PEDALS FROM 3 TO TWO
[250] Brake System -	[8006] SEAT FROM FLEX FABRIC TO FLEX VINYL
[260] Drum Brakes	[8007] LBR FROM 39X48 TO 41X48
[270] Steer Axle - iso Isomounted Steer Axle	[8008] FORKS FROM 42" TO 48"
[280] OHG - iso Isomounted Operator Cell	[8009] SINGLE FUNCTION HYDRAULICS TO DOUBLE FUN
[290] OHG Height - 84"/2135mm	[8010] ADD:
[300] Controls - Levers	[8011] FORK POSITIONER 55F-FPS-A041
[310] Three Pedals with Levers	[8012] EA# 333E
[320] Mode Select	[8013] STORAGE TRAY
[330] Low LP Light -	[8014] BACK-UP AND BRAKE LIGHT PACKAGE LED
[340] Fuel level sensor	[8015] LED AMBER STROBE LIGHT
[350] Transmission Temp. Sensor	[8016] REAR POST HANDLE WITH HORN
[360] Seat - Flex Seat w/ Fabric	[8017] POS/NEG ACCESSORY CABLE
[370] crownhr Suspension Hip Restraint	



Crown Lift Trucks - Milwaukee  
 5150 S Towne Dr  
 New Berlin, WI 53151  
 262-695-0950  
 crown.com

**Quotation**  
 09/25/2023  
 Quote No. 597543  
 Fox West Sewage Commission

**Pricing Information**

Option	Products	Price Each	Extended
___ 1	Used C5	\$21,900.00	\$21,900.00
___ 2	Used C5	\$19,800.00	\$19,800.00
___ 3	Used C5	\$17,270.00	\$17,270.00

(Tax and delivery not included)

The Terms and Conditions attached hereto are hereby incorporated as if fully restated herein and prices are firm for fifteen (15) days from the date of this Quotation. In the event of a conflict between the Terms and Conditions and this Quotation, this Quotation shall govern and control.

Prices quoted are based upon quantities specified above.  
 If Fox West Sewage Commission cannot accept merchandise at the time of shipment from our supplier, Fox West Sewage Commission will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes.  
 FOB: Factory  
 Terms: Net 10 DAYS.

Crown Lift Trucks

*Jamie Muniz*

Jamie Muniz  
 Account Representative

Fox West Sewage Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. **Compliance.** The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.
  2. **Operator Training.** Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.
  3. **General.** The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.
  4. **Price.** Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.
  5. **Surcharges.** Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.
  6. **Delivery Date.** The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.
  7. **Payment.** Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.
  8. **Title.** Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.
  9. **Changes.** Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.
  10. **Inspection and Notice of Defect.** Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.
  11. **Returns.** Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.
  12. **Warranty by Crown.** The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. **NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
  13. **Limitation of Liability.** In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. **THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.**
- NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.**
14. **Proprietary Information—Confidentiality.** Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.
  15. **Termination.** Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the sum or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.
  16. **Tooling.** Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.
  17. **Modifications and Specifications.** In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.
  18. **Connected Products.** The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: [www.crown.com](http://www.crown.com)) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.
  19. **Contingencies.** Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.
  20. **Miscellaneous.** Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

**AMENDMENT TO AGREEMENT #1**  
**FOX WEST REGIONAL SEWERAGE COMMISSION**  
**Wastewater Treatment Facility**  
**Blower & Fine Screen Replacement Project**  
**Design & Equipment Procurement Services**  
**McM. No. F0059-09-23-00275.02**  
**September 28, 2023**



The following amends the Proposal Agreement for Professional Engineering Services for the Wastewater Treatment Facility Blower & Fine Screen Replacement Project Design & Equipment Procurement Services, dated July 27, 2023.

**CHANGE IN WORK SCOPE - BACK-UP GENERATOR ADDITION**

1. Preliminary Engineering Phase
  - a. Review loads in Headworks Building and develop design criteria for the new back-up generator.
  - b. Solicit budgetary quotes from equipment vendors for the new generator.
  - c. Provide a preliminary Opinion of Probable Cost for the new generator installation.
  - d. Prepare Technical Memorandum summarizing findings and providing recommendations.
2. Equipment Procurement and Final Design Phases - Per the original Contract.

Current Contract Fee .....	\$176,000
Change In Work Scope	
Generator Addition	
Design & Equipment Bidding .....	\$22,000
<hr/>	
New Contract Price .....	\$198,000

**AUTHORIZATION**

Owner:

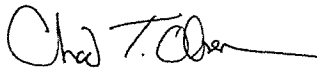
FOX WEST REGIONAL SEWERAGE COMMISSION | Village Of Fox Crossing, Winnebago County, WI

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

Engineer:

McMAHON ASSOCIATES, INC. | Neenah, Wisconsin



\_\_\_\_\_  
 Chad T. Olsen, P.E., BCEES  
 Vice President / Water & Wastewater Project Manager

\_\_\_\_\_  
 September 28, 2023

Date

