



**Waterford Waterway Management District
Minutes
Saturday September 30th, 2023**

This meeting was held via Zoom

1. Call to Order at 9:30 am.
 - a. Commissioners present: Greg Horeth, Margaret Shoptaw, Grant Horn, Alex Abendschein, and Bill McCormick. Commissioners not present: Dan Schultz, Scott Uhler.
2. Review and approve Claims including final payment for large cutter
 - a. **Cmr. Shoptaw motioned to approve the claims for \$163,198.00. Cmr. McCormick seconded. Motion carried 5-0.**
3. Review of PT Administrator Position Consideration
 - a. Discussion of Diana Anderson candidate interview.
 - b. Zoom interview was set up where Margaret, Scott, Dan, and Alex attended to speak with Diana. All felt comfortable with her. Bill had a work engagement come up and Grant knows her and felt comfortable with her.
 - c. **Cmr. Horeth motioned to approve engaging Diana Anderson for part-time administrative services as an independent contractor for the amount of \$500 per month which will be regularly reviewed against actual work required. Cmr. Shoptaw seconded. Motion carried 5-0.**
 - i. It was approved to proceed with Diana Anderson as our PT Admin
 1. Her pay would be \$500/month and will be monitored for actual hours being utilized
 2. Greg and Margaret will be scheduling meetings with her to get her onboarded
 3. Other commissioners will then also be encouraged to become engaged to make that support is being generated across all the board members
4. Adjournment
 - a. Cmr. Horeth motioned to adjourn the meeting. Cmr. Shoptaw seconded. Motion carried 5-0.
 - b. Meeting adjourned at 9:48.



**Waterford Waterway Management District
Agenda
Saturday September 30th 9:30 AM**

This meeting will be held online using Zoom

1. Call to Order
2. Large Cutter Claims Approval
3. Review of PT Administrator Consideration
4. Adjournment

Join Zoom Meeting

<https://us06web.zoom.us/j/88099257976?pwd=Wp8NaSsr5nwDNZRKczazmt6bhM8V2p.1>

Meeting ID: 880 9925 7976

Passcode: 772657

9/30/2023 Treasurer's Report

Prepared on Thursday, September 28, 2023

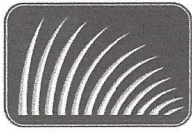
Submitted by Margaret Shoptaw

New Business

Final Payment for Aquarius HM-620 Weed Harvester and TR-34 Trailer

- Attached is the original signed contract with Aquarius, showing a total purchase price of \$289,850 for the harvester and trailer.
- We made the following two deposits:
 - 6/20/2022 - \$74,000
 - 2/26/2023 - \$70,295
- The total we owe based on these artifacts is $\$289,850 - \$74,000 - \$70,295 = \$144,925$
- This matches the total of the two attached invoices: $\$132,675 + \$12,250 = \$144,925$

Motion to pay the Claims, including final payment to Aquarius Systems for HM-620 Harvester and TR-34 Trailer



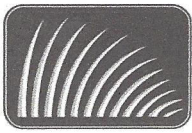
**WATERFORD WATERWAY MANAGEMENT DISTRICT
EQUIPMENT CONTRACT**

Proposal Number: 060122.01

QUANTITY	DESCRIPTION	PRICE EACH*
1	HM-620 Aquatic Plant Harvester	\$239,750.00
	Hatz 4H50 TIC Tier-4 Final Diesel Engine	Standard
	9 ft. Cutting Width w/ Dual Impact Protection	Standard
	304L Stainless Steel Barge	Included
	Optional: Hydraulically Retractable Paddle Wheels	\$7,250.00
	Optional: Standard Duty Stainless Steel Belting on #1 Conveyor	\$2,400.00
	Optional: UHMW Wear Strips on #1 Conveyor Frame	\$2,550.00
	Optional: Hydraulically Powered Spud Anchors	\$10,200.00
	Optional: Centralized Manual Grease Bank	\$3,200.00
	Standard Duty Galvanized Belting on #2 & #3 Conveyors	Standard
	Access Platform Attached to <u>Left</u> Side of #3 Conveyor	Standard
	Raised Storage Conveyors (approx. 2" off hull for ease of cleaning)	Standard
	Flat Rung Ladders	Standard
	Environmental Marine Safe Hydraulic Oil & Grease	Included
	Permanent Mounted Aluminum Fuel Tank	Standard
	Aquarius Blue Color Scheme	Included
	Basic Spare Parts & Tool Kits	Included
	Large Sun/Rain Bimini Canopy	Included
	Safety Equipment Kit	No Charge
1	TR-34 Standard Trailer	\$24,500.00
	2-Year 15% Spare Parts Discount on ALL Aquarius Equipment	Included
	Freight	Included
	Equipment Training	Included
~	TOTAL	\$289,850.00

*Pricing Valid Until August 1, 2022

WJM
6/5/2022



**AQUARIUS
SYSTEMS**
A Division of D&D Products Inc.

WATERFORD WATERWAY MANAGEMENT DISTRICT CONTRACT PROVISIONS

“Company” shall refer to Aquarius Systems; “Buyer” shall refer to the Waterford Waterway Management District

EQUIPMENT: Aquarius Systems will furnish the equipment as stated above. Any equipment the Buyer wishes to exclude from this Contract should be indicated by *strikeout (example)* and initialed by at least one of the Contract endorsers.

OPTIONS: Aquarius Systems will furnish only the options as stated above. Any options the Buyer wishes to exclude from this Contract should be indicated by *strikeout (example)* and initialed by at least one of the Contract endorsers. If a desired option has been omitted, please notify Aquarius Systems immediately and a new contract will be issued.

LOANED EQUIPMENT: Aquarius will provide a loaned harvester until the new equipment is completed and delivered.

WARRANTY: Aquarius Systems will provide a one (1) year warranty on the equipment and two (2) year warranty on the engine.

DELIVERY: The equipment shall be prepared to ship from Company factory within 12 to 18 months after the receipt of order. Prices quoted are F.O.B. factory, North Prairie, Wisconsin, USA. An estimated freight quote may be included as a separate line item on the Contract. NOTE: A crane may be required to unload the equipment upon delivery; Buyer is responsible for all arrangements and costs associated with the crane rental.

The Company shall not be liable for delay or default in the performance of its obligations under this agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to Force Majeure, fire, flood, accident, storm, acts of war, riot, government interference, material shortages, strikes and/or walkouts. In the event of any such delay, the delivery date shall be extended for a period equal to the time lost by reason of the delay. Delay in delivery for any other cause shall in no event subject the Company to any special or consequential damages.

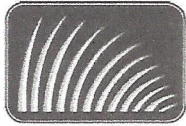
PAYMENT TERMS: A down payment of fifty percent (50%) of the total purchase price is due with the signed Purchase Contract. Balance is due in full upon shipping of the equipment. Taxes are not reflected in these prices and are the full responsibility of the Buyer. Interest will be charged at a rate of 1.5% per month on any unpaid balance commencing on the first day after payment is due, in addition to a service fee of \$75.00 per month, until payment is received in full.

PRICE ADJUSTMENT: Stated prices are valid until September 1, 2022. After September 1, 2022, price adjustments, based on the Producer Price Index by Commodity: Metals and Metal Products: Steel Pipe and Tube, Stainless Steel index (PPI) index, shall apply. If increases in the input and principal manufacturing costs of raw materials for the product in any year of this agreement exceed 5%, the Company reserves the right to adjust the product prices to reflect the actual cost increase (with no markup) (“Product Price Adjustment”). Changes in manufacturing cost of raw materials will be tracked using the Producer Price Index (PPI). The company shall give the buyer not less than two weeks prior notice in writing of proposed changes (“Product Price Adjustment Notice”). Other terms may be negotiated.

DRAWINGS: Any and all drawings, (including but not limited to general layout, arrangement or system drawings), furnished by the Company shall remain the property of the Company and are not to be used, copied or reproduced for any purpose without the Company’s prior written authorization.

CHANGES: The Company may, but shall not be obligated to, incorporate in the equipment such changes in design, construction or arrangement as shall, in its judgment, constitute an improvement over former practice. If any of the materials of construction specified or contemplated herein are not readily procurable for their intended purpose, the Company shall have the right to substitute other material suitable for the work.

WJM
6/5/2022



**AQUARIUS
SYSTEMS**
A Division of D&D Products Inc.

STORAGE: If the Buyer asks the Company to hold or warehouse equipment purchased under this Contract for any length of time after the date on which the equipment is prepared for shipment, the Company may, but shall not be obligated to store the same, and the Buyer shall pay storage charges at a rate determined by the Company at the time of the request commencing from and after what was to have been the shipment date. If shipment is so deferred, full payment for the equipment shall become due and payable when the Buyer is notified by the Company, by invoice or otherwise, that the equipment is ready for shipment.

SECURITY AGREEMENT: Without relieving the Buyer from the obligation to make payment as provided for, the Buyer grants to the Company a security interest in the equipment described herein for the purpose of securing full payment of its purchase price and any other sums the Buyer shall become obligated to pay hereunder. The Buyer agrees to perform all acts, which may be necessary to perfect and preserve such security interest in the Company. The Buyer further agrees that, until such security interest is terminated, it shall not sell, lease or otherwise dispose of the equipment or in any way impair its value. The Buyer shall also keep the equipment free from all liens, encumbrances and other security interests and shall defend it against all claims by other persons other than the Company until such termination. In case of failure by the Buyer to make any payment when due, the Company may, at its option, take exclusive possession of the Collateral wherever found and remove the same without legal process. The remedy provided hereunder is in addition to all rights and remedies available to the Company at law or in equity.

DISPUTES: The Statutes, Laws and Courts of the State of Wisconsin shall govern the resolution of any and all disputes of any nature whatsoever that may arise in the execution and fulfillment of this Contract.

CANCELLATION: The Buyer may cancel this order only upon written notice to the Company. In the event of such cancellation the Company shall be immediately entitled to receive from the Buyer, as liquidation damages and not as a penalty, the cost of the equipment produced and services performed by the Company up to the date of cancellation, plus a markup of fifteen percent (15%) of such costs. Any money paid as a down payment shall be credited toward this total; any amount exceeding the down payment shall be invoiced to the Buyer and shall be due in full immediately upon receipt.

SEVERABILITY: The unenforceability or invalidity of any of the paragraphs of this contract shall not affect the validity or enforceability of the remaining paragraphs of this contract, but such remaining paragraphs shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

EXPIRATION: This Proposal is valid through August 1, 2022


OFFERED ON BEHALF OF AQUARIUS SYSTEMS, DIVISION OF D&D PRODUCTS INC.



Nick Ward

06/02/2022

ACCEPTED ON BEHALF OF the Waterford Waterway Management District



William F. McCorwick
APM Chairman WWM D

6-5-2022



D&D Products Inc.
 PO BOX 215
 North Prairie, WI 53153
 USA

REMIT TO;
PO BOX 215
NORTH PRAIRIE, WI 53153-0215

INVOICE

Invoice Number: 222186
 Invoice Date: Sep 25, 2023
 Page: 1

**IF PAYING BY ACH OUR BANKING INFORMATION HAS CHANGED
 PLEASE CONTACT TINA RODER FOR UPDATED INFORMATION
 TINAR@AQUARIUS-SYSTEMS.COM**

Voice: 262-392-2162
 Fax: 262-392-2984

Bill To:
Waterford Waterway Mgmt District EMAIL INVOICES P O Box 416 Waterford, WI 53185

Ship to:
Waterford Waterway Mgmt District P O Box 146 Waterford, WI 53185

Customer ID	Customer PO	Payment Terms	
Waterford Waterway	Purch -060122.01	Payment Due Upon Receipt of Invoice	
Sales Rep ID	Shipping Method	Ship Date	Due Date
PWARD, NICHOLAS	TRK		9/25/23

Quantity	Item	Description	Backorder Qt	Unit Price	Amount
1.00		HM-620 Aquatic Plant Harvester		239,750.00	239,750.00
1.00		Hatz 4H50 TIC Tier 4 Final Diesel Engine			
1.00		9 ft. Cutting Width w/ Dual Impact Protection			
1.00		304L Stainless Steel Barge		7,250.00	7,250.00
1.00		Optional: Hydraulically Retractable Paddle Wheels		2,400.00	2,400.00
1.00		Optional: Standard Duty Stainless Steel Belting on #1 Conveyor		2,550.00	2,550.00
1.00		Optional: UHMW Wear Strips on #1 Conveyor Frame		10,200.00	10,200.00
1.00		Optional: Hydraulically Powered Spud Anchors		3,200.00	3,200.00
1.00		Optional: Centralized Manual Grease Bank			
1.00		Standard Duty Galvanized Belting on #2 & #3 Conveyors			
1.00		Access Platform Attached to Left Side of #3 Conveyor			
1.00		Raised Storage Conveyors (Approx. 2" off hull for ease of cleaning)			
1.00		Flat Rung Ladders			
1.00		Environmental Marine Safe Hydraulic Oil & Grease			
1.00		Permanent Mounted Aluminum Fuel Tank			
1.00		Aquarius Blue Color Scheme			

NO RETURNS ON ENGINE, ELECTRIC COMPONENTS, OR FABRICATED PARTS. AUTHORIZATION REQUIRED ON ALL OTHER RETURNS WITHIN 90 DAYS OF ORDER - A 10% RESTOCKING FEE APPLIES ON ALL RETURNS

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL INVOICE AMOUNT DUE	Continued

There will be a \$35.00 charge for any returned NSF checks- 1.5% interest per month will be charged on unpaid balance 30 days past due

THANK YOU FOR YOUR BUSINESS WE ACCEPT VISA AND MASTERCARD

Any questions regarding your invoice contact Accts Rec. - 262-392-2162 Ext 221 or email tinar@aquarius-systems.com



D&D Products Inc.
 PO BOX 215
 North Prairie, WI 53153
 USA

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NORTH PRAIRIE, WI 53153-0215

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Invoice Number: 222186
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Ship to:
Waterford Waterway Mgmt District P O Box 146 Waterford, WI 53185

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Waterford Waterway	Purch -060122.01	Payment Due Upon Receipt of Invoice	
Sales Rep ID	Shipping Method	Ship Date	Due Date
PWARD, NICHOLAS	TRK		9/25/23

Quantity	Item	Description	Backorder Qt	Unit Price	Amount
1.00		Basic Spare Parts & Tool Kits			
1.00		Large Sun/Rain Bimini Canopy			
1.00		Safety Equipment Kit			
1.00		Equipment Training - Up to 16 hours			
1.00		2-Year 15% Spare Parts Discount on ALL Aquarius Equipment			
1.00	D/P	Down Payment		132,675.00	-132,675.00
1.00	S-999	Shipping & Handling - N/C			

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Subtotal	132,675.00
Sales Tax	
Total Invoice Amount	132,675.00
Payment/Credit Applied	
TOTAL INVOICE AMOUNT DUE	132,675.00

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Customer ID	Customer PO	Payment Terms	
Waterford Waterway	Pur Ag 060122.01	Payment Due Upon Receipt of Invoice	
Sales Rep ID	Shipping Method	Ship Date	Due Date
PWARD, NICHOLAS	Trk		9/25/23

Quantity	Item	Description	Backorder Qt	Unit Price	Amount
1.00		TR-34 Standard Trailer		24,500.00	24,500.00
1.00	D/P	Down Payment - REC'VD		12,250.00	-12,250.00

NO RETURNS ON ENGINE, ELECTRIC COMPONENTS, OR FABRICATED PARTS. AUTHORIZATION REQUIRED ON ALL OTHER RETURNS WITHIN 90 DAYS OF ORDER - A 10% RESTOCKING FEE APPLIES ON ALL RETURNS

Subtotal	12,250.00
Sales Tax	
Total Invoice Amount	12,250.00
Payment/Credit Applied	
TOTAL INVOICE AMOUNT DUE	12,250.00

THANK YOU FOR YOUR BUSINESS WE ACCEPT VISA AND MASTERCARD

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Waterford Waterway Management District

Claims Report

All Dates

DATE	TRANSACTION TYPE	NUM	DUE DATE	AMOUNT	OPEN BALANCE
Aquarius Systems					
262-392-2162					
09/27/2023	Bill	222187	09/27/2023	12,250.00	12,250.00
09/27/2023	Bill	222186	10/01/2023	132,675.00	132,675.00
Total for Aquarius Systems				\$144,925.00	\$144,925.00
Midwest Irrigation					
09/29/2023	Bill	916	10/29/2023	17,728.00	17,728.00
Total for Midwest Irrigation				\$17,728.00	\$17,728.00
PJ's Trucking LLC					
(414) 425-2159					
09/27/2023	Bill	1169885	10/07/2023	545.00	545.00
Total for PJ's Trucking LLC				\$545.00	\$545.00
TOTAL				\$163,198.00	\$163,198.00