

FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JULY 25, 2011 - 6:00PM

COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Call to Order
2. Roll Call
3. Approve Finance, License and Regulation Committee minutes of July 11, 2011 as distributed.
4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
5. **LICENSES & PERMITS**
 - A. Temporary "Class B"/Class "B" Retail License application filed by Geneva Area Foundation/Horticultural Hall, for the sale of wine and fermented malt beverages at "Hort-Couture Garden Gala" on August 5, 2011 at Horticultural Hall, 330 Broad Street, Lake Geneva, WI
 - B. 2011-2012 Renewal Massage Establishment License application filed by Alternative Health Associates, Ltd., 105 Townline Road, Lake Geneva, WI
 - C. 2011-2012 Renewal Operator License applications filed by Barbara Leedle and Robert Clayton
 - D. Original Operator License applications filed by Anthony Engle, Mary Camalieri, and Leonard Jegerski
6. Discussion/Recommendation on award of bid for Riviera roof copper valley replacement project (*continued 7/11/11*)
7. Discussion/Recommendation on award of bid for Cook Street lighting installation project
8. Discussion/Recommendation on maintenance contract for City Hall/Geneva Lake Museum sprinkler and fire alarm systems
9. Discussion/Recommendation on contract for replacement, narrow-banding, and two-way digital upgrade of emergency sirens
10. Discussion/Recommendation on purchase of mower for the City portion of the Hillmoor property
11. **Presentation of Accounts**
 - A. Purchase Orders in the amount of \$32,180.00
 - B. Prepaid Bills in the amount of \$1,308.32
 - C. Regular Bills in the amount of \$169,432.57
 - D. Monthly Report of the City Treasurer (February)
12. Adjournment

This is a meeting of the Finance/License & Regulation Committee.
No official Council action will be taken, however a quorum of the Council may be present

07/22/11 2:00PM

cc: Committee Members: Alderman Krause, Hartz, O'Neill, Krohn, Marsala
Mayor & remaining Council, Administrator, City Clerk, Department Heads, Attorney, Treasurer

FINANCE, LICENSE & REGULATION COMMITTEE
MONDAY, JULY 11, 2011 - 6:00PM
COUNCIL CHAMBERS, CITY HALL

Chairman Krause called the meeting to order at 6:01pm.

Roll Call. Present: Aldermen Krohn, O'Neill, Hartz, Marsala, and Krause. Also Present: Administrator Jordan, Comptroller Pollitt, City Attorney Draper, and City Clerk Reale.

Marsala/O'Neill motion to approve Finance, License and Regulation Committee minutes of June 27, 2011 as distributed. Unanimously carried.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes. None.

RESOLUTIONS

Resolution 11-R47, establishing ward boundaries for the City of Lake Geneva to reflect population changes according to the 2010 Census of Population

City Clerk Reale provided an overview of the process employed in the reconfiguration of ward boundaries for the City. He noted that municipalities were required to redraw ward boundaries following each decennial census to reflect shifts in population, as there were certain statutory criteria that each ward must meet with respect to population, demographics, and contiguity. These criteria included: population thresholds of 300 minimum and 1,000 maximum; maintaining compact and contiguous geographic layouts; ensuring that neighborhoods and areas of common interest were kept together to the extent practicable; and providing fair opportunities for minority populations to have representation. He also commented on the fact that the ward boundaries approved by the Council would ultimately serve as the building blocks from which new aldermanic districts would be constructed.

With respect to the upcoming redistricting of aldermanic districts, City Clerk Reale stated that City officials would need to create districts of approximately equivalent population. Given that the census had placed the City's total population at 7,651, this would translate to roughly 1,912 residents per aldermanic district. City Clerk Reale noted that the crux of the redistricting issue would revolve around the fact that ten-year population growth trends in the Third District had far outpaced the other areas of the City, meaning that approximately 800 residents would need to be shifted from the Third District to the remaining aldermanic districts to achieve the required balance. He informed the members of the committee that, after fashioning the ward boundaries, he did have a concept in mind as to how new aldermanic districts would be configured. Under the vision espoused by City Clerk Reale, the First District boundary would shift a few blocks northward along Broad Street and pick up areas currently in the Fourth District. The neighborhood including Water, Walworth, Spring and Haskins Streets would then be moved from the Third District into the Fourth District. Finally, the area south of Townline Road and east of Wells Street would be removed from the Third District and merged within the Second District. He noted that this scenario would provide for an aldermanic district plan in which the variance between the most and least populated districts would be a total of thirteen residents. As the districts were currently configured, this variance was over 1,200 residents.

City Clerk Reale acknowledged that this tentative concept for aldermanic redistricting would result in three sitting aldermen – Krohn, Marsala, and O'Neill – residing within the same district. He stated that, while he would have preferred to avoid such a situation, following the statutory guidelines in recreating boundaries made it extremely difficult to develop a plan otherwise. He noted that any changes in district boundaries would not impact the aldermen during the course of their current terms. For example, Alderman Krohn would continue to serve as alderman for the Third District for the remainder of her current elected term (to April 2013), even though she might technically reside in the Fourth District when new boundaries become effective in 2012.

O'Neill/Marsala motion to forward to Council with recommendation for approval. Motion carried by vote of 4 to 1, Alderman Krohn opposed.

LICENSES & PERMITS

Street Use Permit application filed by Southwind Prairie Apartments for Southwind Prairie Block Party on July 30, 2011, from 10:00am to 10:00pm

Hartz/Marsala motion to forward to Council with recommendation for approval. Alderman Hartz noted that the applicant's corresponding Public Assembly Permit application had indicated a request to have a fire truck on site during a portion of the event for demonstration purposes. Administrator Jordan stated that he had spoken to Chief Connelly after reviewing the application. Chief Connelly had indicated that he had not yet been contacted by the applicant with respect to this request; however, he noted that the department typically tried to accommodate requests to have equipment available for special events with children.

Hartz/Marsala motion to suspend the rules to permit John Parisi to address the committee on behalf of the applicant. Unanimously carried. Mr. Parisi discussed the plans for the neighborhood block party. With respect to the request for the fire truck, he told the committee that the organizers had been interested in possibly getting a fire truck or police squad vehicle on site for a demo; however, the times and availability of the equipment would be at the discretion of the departments.

Original motion unanimously carried.

Request for Temporary Extension of Licensed Premises filed by Popeye's, to include the parking lot area between the hours of 12:00pm and 8:00pm on the following dates: July 23, 24, 30, and 31; August 6, 7, 13, and 14; and September 4 and 5, 2011

Marsala/Krohn motion to forward to Council with recommendation for approval.

City Clerk Reale explained that all liquor licenses are approved to include a description of the premises upon which alcohol is to be stored or sold. For special events, a licensee could request an extension of those described premises; however, such an extension was subject to the approval of the Council, as an amendment to the liquor license was technically required. He noted that the request had been forwarded to Chief Rasmussen upon receipt in the City Clerk's office and, after a security plan had been addressed by the applicant, Chief Rasmussen had signified his approval of the request. Alderman O'Neill noted that request covered ten dates and asked if there was a precedent for extending a premise for that length of time. City Attorney Draper responded that the City had granted temporary extensions in the past; however, he was not certain that there was a precedent for the length of time in question. He noted that these dates coincided with an approved temporary use for outdoor entertainment granted by the Building and Zoning Administrator, which was within the scope of City ordinances. Alderman Hartz sought additional clarification about the measures to be employed by the licensee in separating the lot area in which alcohol would be served from the other areas designated for children and family entertainment.

Hartz/Marsala motion to suspend the rules to permit Michael Anagnos to address the committee on behalf of the applicant. Unanimously carried. Mr. Anagnos stated that all alcoholic beverages would be relegated to a designated area under a 20' x 30' tent, which would be sectioned off by stanchions and secured to ensure no admittance for any persons under the age of twenty-one. Additional precautions would include dispensing alcohol only in designated and clearly identifiable cups and prohibiting anyone from taking alcoholic beverages outside of the tent area. Mr. Anagnos noted that Popeye's was simply looking at ways to cater to visiting families by offering additional outdoor entertainment during the summer months.

Original motion unanimously carried.

Request for Temporary Extension of Licensed Premises filed by American Legion Post 24, to include the fenced outdoor yard area between the hours of 9:00am and 6:00pm on July 30, 2011

Marsala/Hartz motion to forward to Council with recommendation for approval. Chairman Krause noted that this had been an annual event for some years, and there was no apparent change in the description from previous extensions approved by the Council. Alderman Hartz expressed some concern about the general possibility of alcoholic beverages being handed over the fence to individuals on the outside of the premises, asking whether any conditions were placed upon a license to address this sort of issue. City Attorney Draper responded that it would be a police enforcement issue to cite any individuals who were in possession of alcohol on public property. With respect to the

licensee, he noted that the license could possibly be suspended or revoked for certain enforcement problems upon complaint; however, there were statutory bases and due process considerations that would have to be taken into account. It was clarified that these concerns were general in nature and did not reflect upon the applicant in question, as there had never been issues with the American Legion in the past.

Motion unanimously carried.

2011-2012 Renewal Operator License applications

Marsala/Hartz motion to forward to Council with recommendation for approval of the thirty-four renewal applications, as listed in the Council packet. Alderman Hartz referenced an electronic mail message that had been sent to the members of the Council from a citizen inquiring about any requirements that a licensed operator remain sober while selling or serving alcoholic beverages. City Attorney Draper responded that the qualifications for holding an operator's license were set forth in statute, adding that there was very little latitude that the City had in denying licenses to individuals who met those qualifications. He noted that the statutes did not address the issue of operator sobriety. It was mentioned that City ordinance prohibited the sale of alcoholic beverages to intoxicated persons; however, there was no language concerning consumption or sobriety for the operators. Chairman Krause suggested that this might be an issue that the Council should address in the ordinance.

Motion unanimously carried.

Original 2011-2012 Operator License applications filed by Andrea Miller, Paige Lewis, Stefanie Zeihen, Henri Lorenzi, April Ellison, Klaus Nitsch, Susan Rediger, Daniel Schroeder, Jessica Regester, Joyce Grzeczka, Demetrius Argiropoulos, Gina Blaziewske, and Maria Stechkober

Hartz/Marsala motion to forward to Council with recommendation for approval. Unanimously carried.

Discussion/Recommendation on award of bid for Riviera roof copper valley replacement project

Administrator Jordan reported that three bids had been received, with the lowest bid being submitted by Renaissance Roofing, which had completed previous roof tile repairs to the building. The low base bid in the amount of \$58,948.00 would provide for the replacement of four copper valleys to help alleviate leakage problems at the Riviera. An additional alternate in the amount of \$5,000.00 had been included to provide a twenty-year warranty for the work, rather than the five-year warranty specified in the base bid. It was noted that there was a significant variance among the bids received, with one bid coming in at over \$220,000.00 including the alternate. With the alternate provided by Renaissance, the total amount would be \$63,948.00, which would still be lower than the base bid provided by the second lowest bidder on the project.

Subsequent discussion focused on the variation in the bid amounts, with several committee members expressing a desire to review the language of the RFP and proposed contract before acting on the bid. Alderman Hartz particularly questioned whether prevailing wage requirements would apply to this project and, if so, whether all bidders had been made aware of that fact. Administrator Jordan noted that prevailing wage requirements would apply to any single contractor project exceeding \$48,000.00, adding that he was confident that DPW Winkler would have included language regarding prevailing wage requirements in the RFP documents. The consensus of the committee was to continue the item so the members would have additional time to review the RFP documents and proposed contract with Renaissance.

Hartz/Marsala motion to continue to the July 25, 2011 meeting. Unanimously carried.

Discussion/Recommendation on award of bid for Maple Park sidewalk replacement project

Administrator Jordan reported that two bids had been received for the sidewalk project, with Humphrey's Contracting submitting the lowest responsible bid. The base bid, totaling \$21,637.50, involved replacement of the east-west sidewalk along Geneva Street and the north-south sidewalk along Madison Street. An alternate bid had also been solicited for the previously-approved sidewalk extension project at Seminary Park. Including the alternate, the total bid provided by Humphrey's would be \$24,277.50.

Alderman Hartz reiterated concerns that he had previously raised with respect to the same contractor repeatedly being awarded paving contracts, as he wondered whether the City was losing out on potential bidders because contractors were reluctant to bid on these projects due to an apparent tendency toward Humphrey's. He noted that there was not a significant difference between the two bid amounts and asked if it might be prudent to go with the other bid, simply to demonstrate to contractors that the City did not have an inclination toward one firm. Administrator Jordan responded that he was uncertain as to why more bids had not been received, although he suggested that some contractors may have resisted bidding because of mobilization issues, given the relatively small size of the project.

Marsala/O'Neill motion to forward to Council with recommendation for award of bid to Humphreys Contracting, including alternate for Seminary Park sidewalk extension, totaling \$24,277.50. Motion carried by vote of 4 to 1, Alderman Hartz opposed.

Discussion/Recommendation on award of bid for Maple Park fencing replacement project

Administrator Jordan reported that two bids had been received for the project, with Century Fence providing the most favorable base bid of \$19,464.00 and alternate total of \$23,971.00. Where the base bid would provide for regular chain link fencing, while the alternate would include a black vinyl coating over the chain link material. Administrator Jordan stated that it had been recommended to use a decorative post with ornamental finial in conjunction with the chain link fencing, to ensure that the design was in keeping with the character of the neighborhood.

Hartz/Marsala motion to forward to Council with recommendation for award of bid to Century Fence, including alternate for black vinyl fencing material, totaling \$23,971.00. Alderman Hartz once again broached the issue of prevailing wage, questioning whether RFP packages issued by the City were sufficiently clear as to whether or not prevailing wage requirements would apply to the projects. He noted that he had spoken with representatives from companies who indicated that they generally declined to bid on public works projects simply because they were unable to afford the prevailing wage rates. He speculated that the City might receive more bids and proposals if it was made very clear in the bidding documents when prevailing wage requirements did not apply. It was also clarified that the Maple Park projects involving the sidewalk and fencing would be funded from TIF.

Motion unanimously carried.

Discussion/Recommendation on engineering design proposal from Crispell-Snyder for 2011 Street Maintenance Program

Chairman Krause asked City Attorney Draper to discuss some of the issues he had with the proposed agreement. City Attorney Draper noted his concerns with certain provisions in the agreement, including the limitation of liability clause, indemnification provision, and statute of limitations. He stated that he had spoken with Sue Barker of Crispell-Snyder regarding these concerns and it had been agreed to delete the limitation of liability clause. He added that he did not believe the indemnification clause was necessary since the City would have municipal immunity and preferred to see standard statute of limitation language of three years for negligence and six years for contract. His recommendation was therefore to approve the contract, subject to his review and approval of the terms.

Marsala/Hartz motion to forward to Council with recommendation for approval in an amount not to exceed \$24,000.00, subject to the City Attorney approving of the terms and form of the contract. The committee briefly discussed the priority list for street improvements. Alderman Hartz noted that he was concerned about the placement of Rolling Road on the list, as it appeared to be in as poor condition as some of the roadways rated as higher priorities. Administrator Jordan responded that the priorities were based upon ratings of the streets; however, the Council could always use its discretion in changing the list of priorities if it so desired. Alderman O'Neill inquired about the progress on getting improvements to County-controlled streets located within the City, such as George Street. Administrator Jordan stated that City officials had discussed these concerns with the County, adding that the County was looking into the possibility of bringing these roadways up to standards and then turning the maintenance responsibilities over to the City. He estimated that it would probably be early 2012 before any decision would be made on this. Alderman Krohn asked what recourse motorists would have for any vehicle damage sustained as a result of the poor condition of these County-controlled roads. Administrator Jordan responded that the County should be contacted in that event.

Motion carried by vote of 4 to 1, Alderman Krohn opposed.

Discussion/Recommendation on authorization for the sale of 1988 aerial fire truck

Administrator Jordan noted that Council authorization was required for the sale or disposal of City property. At this juncture, staff was seeking permission to advertise the truck for sale upon delivery of the new Pierce aerial truck, with a target price of \$100,000.00 or best offer for the old equipment. Chairman Krause noted that delivery of the new truck had been scheduled for late August 2011. He also clarified that all proceeds from the sale of the current truck would be returned to the General Fund. Alderman Hartz remarked that he had come across a website advertising the sale of various used fire trucks, with asking prices listed between \$59,000.00 and \$300,000.00. To that point, he asked how the City had arrived at an asking price of \$100,000.00 for this vehicle. Administrator Jordan responded that Chief Connelly had recently learned of a similar apparatus selling for approximately \$80,000.00, and had thus recommended setting a price at \$100,000.00 or best offer. Alderman Krohn inquired as to the acceptable minimum threshold for constituting a best offer on the equipment. Administrator Jordan noted that the Council would ultimately have final approval of any sale; therefore, it would be in its discretion to reject any unreasonably low offer.

Hartz/Krause motion to forward to Council with recommendation to authorize the sale upon delivery of the new Pierce aerial truck. Unanimously carried.

Presentation of Accounts, Alderman Krause.

Purchase Orders. None.

Hartz/Marsala motion to recommend approval of Prepaid Bills in the amount of \$818.88. Unanimously carried.

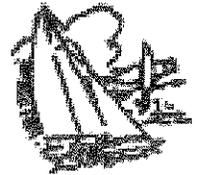
Marsala/Krohn motion to recommend approval of Regular Bills in the amount of \$117,149.21. Alderman Hartz noted a bill for landscaping work provided by Humphrey's Contracting, questioning whether or not this work was part of a contract. Administrator Jordan stated that the work in question involved landscaping in the Wrigley Bridge area, as the City had previously agreed to replace the landscape materials at Geneva Towers that had been encroached upon during the bridge reconstruction project. Alderman Hartz also inquired about a reimbursement to the Utility Commission for bush replacements. Administrator Jordan responded that DPW Winkler had purchased the landscape materials to be installed by Humphrey's as part of the Wrigley Bridge project. In order to expedite the procurement of the materials, the bushes and landscape materials had been purchased through the Utility Commission. Unanimously carried.

Adjournment

Hartz/Krohn motion to adjourn at 7:11pm. Unanimously Carried.

/s/ Jeremy A. Reale, City Clerk

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED
BY THE FINANCE, LICENSE & REGULATION COMMITTEE**



REGULAR CITY COUNCIL MEETING

MONDAY, JULY 25, 2011 – 7:00 PM

COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Mayor Connors calls the meeting to order
2. Pledge of Allegiance
3. Roll Call
4. Awards, Presentations, and Proclamations
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.
7. Acknowledgement of Correspondence
 - A) Letter from Ed Yaeger advocating a proposal for creation of a “Railway Park” within the Lake Geneva park system
8. Approve Regular City Council Meeting minutes of July 11, 2011, as published and distributed
9. Public Hearing on draft ordinance implementing a building maintenance code and residential rental property registration and inspection program for the City of Lake Geneva
10. Discussion/Recommendation on draft ordinance implementing a building maintenance code and residential rental property registration and inspection program for the City of Lake Geneva
11. **Finance, License and Regulation Committee Recommendations – Alderman Krause**
 - A. **LICENSES & PERMITS**
 - 1) Temporary “Class B”/Class “B” Retail License application filed by Geneva Area Foundation/Horticultural Hall for the sale of wine and fermented malt beverages at “Hort-Couture Garden Gala” on August 5, 2011 at Horticultural Hall, 330 Broad Street, Lake Geneva, WI
 - 2) 2011-2012 Renewal Massage Establishment License application filed by Alternative Health Associates, Ltd., 105 Townline Road, Lake Geneva, WI
 - 3) 2011-2012 Renewal Operator License applications filed by Barbara Leedle and Robert Clayton
 - 4) Original Operator License applications filed by Anthony Engle, Mary Camalieri, and Leonard Jegerski
 - B. Discussion/Action on award of bid for Riviera roof copper valley replacement project (*continued 7/11/11*)

- C. Discussion/Action on award of bid for Cook Street lighting installation project
 - D. Discussion/Action on maintenance contract for City Hall/Geneva Lake Museum sprinkler and fire alarm systems
 - E. Discussion/Action on contract for replacement, narrow-banding, and two-way digital upgrade of emergency sirens
 - F. Discussion/Action on purchase of mower for the City portion of the Hillmoor property
12. **Plan Commission Recommendations – Alderman Hartz**
- A. **Resolution 11-R48, authorizing the issuance of a Conditional Use Permit filed by William R. Steininger for the installation of a decorative fence in excess of three feet in the streetyard at 1106 Wisconsin Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00185, including all staff recommendations**
 - B. **Resolution 11-R49, authorizing the issuance of a Conditional Use Permit filed by Babcock Signs, for Lake Geneva Chevrolet, to change inserts on an existing non-conforming sign located at 715 Wells Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00399B, including all staff recommendations and, specifically, that a planter be installed at the base of the sign**
 - C. Discussion/Action on amendment to General Development Plan and Precise Implementation Plan for an existing Planned Development filed by Ralph Toms of Mill Creek Hotel, 123 Center Street, Lake Geneva, WI 53147, to expand the deck area at 123 Center Street, Lake Geneva, WI 53147, Tax Key Number ZMIL 00001-34, including all staff recommendations
13. Discussion/Action on directing the City Attorney to prepare an ordinance regarding the regulation of parking in residential areas for non-residents without valid parking permits (Aldermen Kehoe & Krause)
14. **Presentation of Accounts – Alderman Krause**
- A. Purchase Orders in the amount of \$32,180.00
 - B. Prepaid Bills in the amount of \$1,308.32
 - C. Regular Bills in the amount of \$169,432.57
 - D. Acceptance of Monthly Report of the City Treasurer (February)
15. **Mayoral Appointments – Mayor Connors**
16. **Closed Session**
 Motion to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to discuss the possible sale of City property (Administrator Jordan)
17. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in Closed Session
18. Adjournment

7/22/11 2:00 PM

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the City Clerk's office in advance so the appropriate accommodations can be made.

CC: Mayor & Council
 Administrator, Attorney, Treasurer, Department Heads, Media

REGULAR CITY COUNCIL MEETING
MONDAY, JULY 11, 2011 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

Mayor Connors called the meeting to order at 7:16pm.

The Pledge of Allegiance was led by Alderman Krause.

Roll Call. Present: Aldermen Krause, Hartz, Marsala, Kehoe, Kupsik, Krohn, and O'Neill. Alderman Mott was absent (excused). Also present: Administrator Jordan, City Attorney Draper, and City Clerk Reale.

Awards, Presentations, and Proclamations None.

Re-consider business from previous meeting. None.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.

Bill Huntress, 1015 Pleasant Street, addressed the Council with respect to Item 12 (B) on the agenda concerning Chapter 7 (Personnel) of the City Policy Manual. He specifically commented on Section 7.10 which, as he summarized, would formalize a long-standing practice of allowing City employees to store some personal items on Street Department property. Mr. Huntress remarked that he believed that with this proposed policy, Administrator Jordan and DPW Winkler were seeking permission to allow individuals to use City space for personal property storage at their own discretion. He felt that a policy of allowing the use of public property for private storage was inappropriate, adding that he hoped the Council would reject the idea and further direct that any personal items currently being stored on City property be removed. Mr. Huntress also commented on the engineering proposal from Crispell-Snyder for the Street Maintenance Program. He noted that Crispell-Snyder had been involved in the design of the North Edwards Boulevard extension project, the final product of which displayed very poor workmanship in the setting of the manhole covers. He stated that he hoped that the City or the engineer would pay closer attention to those items during future street projects.

Acknowledgement of Correspondence

City Clerk Reale reported that a letter had been filed by Casey Schiche expressing opposition to the proposed employee storage policy contained in Section 7.10 of the City Policy Manual.

Approval of Minutes

Krause/Marsala motion to approve Regular City Council Meeting minutes of June 27, 2011, as published and distributed. Unanimously carried.

Second Reading and Approval of Ordinance 11-21, amending Chapter 74, Traffic and Vehicles, of the Lake Geneva Municipal Code, regarding limited time parking on Wisconsin Street (*recommended by Parking Commission on 6/9/11*)

Hartz/Krause motion to approve Ordinance 11-21. Unanimously carried.

Discussion/Action on waiver of 30-day notice requirement for assignment of development agreement between Burco Holdings, LLC and the City of Lake Geneva to Basso Builders, Inc.

City Attorney Draper stated that this item would involve the development agreement for Townline Trails. Previously, the Council had agreed to have Burco Holdings, LLC assume the development agreement for the property. He recommended that the Council approve waiving the 30-day notice requirement for assignment of that development agreement to Basso Builders, Inc., which would still be subject to the City Attorney's approval of a letter of credit. He noted that the contractor was in the process of completing paving on the roadway, and that Mr. Basso would be posting

\$17,300.00 for the contingency after the pavement had been laid. He confirmed that there were no additional public improvements to be completed after the paving of the road.

Marsala/Hartz motion to waive the 30-day notice requirement, contingent upon obtaining signature from Mr. Basso on an assignment of agreement. Unanimously carried.

Finance, License and Regulation Committee Recommendations – Alderman Krause

RESOLUTIONS

Resolution 11-R47, establishing ward boundaries for the City of Lake Geneva to reflect population changes according to the 2010 Census of Population

Krause/Marsala motion to approve Resolution 11-R47.

City Clerk Reale provided an overview of the process employed in the reconfiguration of ward boundaries for the City. He noted that municipalities were required to redraw ward boundaries following each decennial census to reflect shifts in population, as there were certain statutory criteria that each ward must meet with respect to population, demographics, and contiguity. These criteria included: population thresholds of 300 minimum and 1,000 maximum; maintaining compact and contiguous geographic layouts; ensuring that neighborhoods and areas of common interest were kept together to the extent practicable; and providing fair opportunities for minority populations to have representation. He also commented on the fact that the ward boundaries approved by the Council would ultimately serve as the building blocks from which new aldermanic districts would be constructed.

With respect to the upcoming redistricting of aldermanic districts, City Clerk Reale stated that City officials would need to create districts of approximately equivalent population. Given that the census had placed the City's total population at 7,651, this would translate to roughly 1,912 residents per aldermanic district. City Clerk Reale noted that the crux of the redistricting issue would revolve around the fact that ten-year population growth trends in the Third District had far outpaced the other areas of the City, meaning that approximately 800 residents would need to be shifted from the Third District to the remaining aldermanic districts to achieve the required balance. He informed the members of the committee that, after fashioning the ward boundaries, he did have a concept in mind as to how new aldermanic districts would be configured. Under the vision espoused by City Clerk Reale, the First District boundary would shift a few blocks northward along Broad Street and pick up areas currently in the Fourth District. The neighborhood including Water, Walworth, Spring and Haskins Streets would then be moved from the Third District into the Fourth District. Finally, the area south of Townline Road and east of Wells Street would be removed from the Third District and merged within the Second District. He noted that this scenario would provide for an aldermanic district plan in which the variance between the most and least populated districts would be a total of thirteen residents. As the districts were currently configured, this variance was over 1,200 residents.

It was acknowledged that the aldermanic redistricting plan discussed by City Clerk Reale would ultimately result in Aldermen Krohn, Marsala, and O'Neill residing within the same district. City Attorney Draper commented on the fact that the plan was formulated in accordance with the requirements of statutes, as previously outlined by the City Clerk. He added that the City was required to draw boundaries using census tracts, as these individual tracts could not be split between wards or aldermanic districts. City Clerk Reale discussed the difficulty of using census tracts to form ward boundaries, as these tracts varied between large tracts of land with hundreds of residents to single parcels or strips of right-of-way that were unoccupied. Despite the political implications, both the City Clerk and the City Attorney felt that the ward plan under consideration was the most sensible plan that could be offered within the framework of statutes.

Alderman O'Neill suggested that the City revisit the ward boundaries to determine if the plan could be reconfigured so as to not remove Alderman Krohn from her current district. City Clerk Reale responded that the approved plan would need to be submitted to Walworth County by the end of July, but he added that there would still be time for further review if the Council felt uncomfortable with the present format and desired to continue the item. City Attorney Draper cautioned that if a ward plan was not adopted by the Council within the necessary timeframe, the County could step in and redraw the ward boundaries or a citizen could file a petition in court to force redistricting. City Clerk Reale noted that Alderman Krohn would continue to serve as an alderman for the Third District for the remainder of her

current elected term, even if she were to technically reside in the Fourth District after the new boundaries became effective in 2012.

Roll Call: Krause, Hartz, Marsala, Kehoe, Kupsik, and O'Neill voted "yes". Krohn voted "no". Motion carried by vote of 6 to 1, with Alderman Mott absent.

LICENSES & PERMITS

Street Use Permit application filed by Southwind Prairie Apartments for Southwind Prairie Block Party on July 30, 2011, from 10:00am to 10:00pm

Krause/Kupsik motion to approve. Unanimously carried.

Request for Temporary Extension of Licensed Premises filed by Popeye's, to include the parking lot area between the hours of 12:00pm and 8:00pm on the following dates: July 23, 24, 30, and 31; August 6, 7, 13, and 14; and September 4 and 5, 2011

Krause/Marsala motion to approve. Unanimously carried.

Request for Temporary Extension of Licensed Premises filed by American Legion Post 24, to include fenced outdoor yard area between the hours of 9:00am and 6:00pm on July 30, 2011

Krause/Kupsik motion to approve. Unanimously carried.

2011-2012 Renewal Operator License applications

Krause/Marsala motion to approve the thirty-four renewal applications, as included in the Council packet. Unanimously carried.

Original 2011-2012 Operator License applications filed by Andrea Miller, Paige Lewis, Stefanie Zeihen, Henri Lorenzi, April Ellison, Klaus Nitsch, Susan Rediger, Daniel Schroeder, Jessica Regester, Joyce Grzeczka, Demetrius Argiropoulos, Gina Blaziewske, and Maria Stechkoher

Krause/Hartz motion to approve. Unanimously carried.

Discussion/Action on award of bid for Riviera roof copper valley replacement project

Krause/Hartz motion to continue to the July 25, 2011 meeting. Alderman Krause noted that the committee had expressed a desire to review the terms of the contract proposed with Renaissance Roofing, particularly to ensure that any applicable prevailing wage requirements were included. Unanimously carried.

Discussion/Action on award of bid for Maple Park sidewalk replacement project

Krause/Marsala motion to authorize award of bid to Humphrey's Contracting, including alternate for Seminary Park sidewalk extension, for a total of \$24,277.50 to be funded from TIF.

Alderman Kupsik inquired as to whether there was a timetable for completing these projects. Administrator Jordan confirmed that both projects would be completed before the end of summer. Alderman Kehoe added that she had attended the bid opening, and the contractor had indicated at that time that he was prepared to begin working immediately upon approval of the contract.

Alderman Hartz noted that the City was beginning to see fewer bids being submitted for certain projects. While he acknowledged that he did not have any empirical evidence to substantiate, he speculated that contractors had become reluctant to bid on City projects because of a pattern of projects being awarded to the same contractor time after time. Given the relatively small difference in the two bids received, Alderman Hartz opined that it might be more beneficial to the competitive bidding process in the long run if the second bidder was awarded this project. Alderman Kupsik suggested that some of these paving projects might simply be too small for some contractors to be interested in bidding on them; however, he felt it was unfair to penalize a qualified low bidder.

Roll Call: Marsala, Kehoe, Kupsik, Krohn, and O'Neill voted "yes". Krause and Hartz voted "no". Motion carried by vote of 5 to 2, with Alderman Mott absent.

Discussion/Action on award of bid for Maple Park fencing replacement project

Krause/Hartz motion to authorize award of bid to Century Fence, including alternate for black vinyl fencing material, for a total of \$23,971.00 to be funded from TIF, with selection of the post final design to be subject to the approval of the Public Works Committee.

Roll Call: Krause, Hartz, Marsala, Kehoe, Kupsik, Krohn, and O'Neill voted "yes". Motion carried by vote of 7 to 0, with Alderman Mott absent.

Discussion/Action on engineering design proposal from Crispell-Snyder for 2011 Street Maintenance Program

Krause/Kupsik motion to approve agreement for amount not to exceed \$24,000.00, subject to the City Attorney approving as to the terms and form of the contract. Alderman Hartz asked whether this agreement would include design costs for the entire street maintenance program. Administrator Jordan confirmed that it would. City Attorney Draper clarified, however, that the agreement would not include construction staking or other such items that might be performed by the engineer. To that point, Alderman Hartz remarked that it did not make sense to continue to address these projects on a piecemeal basis whereby there is no up-front understanding of total related engineering costs.

Roll Call: Krause, Marsala, Kehoe, Kupsik, and O'Neill voted "yes". Hartz and Krohn voted "no". Motion carried by vote of 5 to 2, with Alderman Mott absent.

Discussion/Action on authorization for the sale of 1988 aerial fire truck

Krause/Marsala motion to authorize listing of the truck for \$100,000.00 or best offer, upon delivery of the new Pierce aerial truck. It was noted that the Council would have the ultimate authority to approve of any sale offer, and that the proceeds from such sale would be returned to the General Fund.

Roll Call: Krause, Hartz, Marsala, Kehoe, Kupsik, Krohn, and O'Neill voted "yes". Motion carried by vote of 7 to 0, with Alderman Mott absent.

Personnel Committee Recommendations – Alderman Hartz

Discussion/Action on approval of Training Manual for New Elected and Appointed Officials (recommended by Personnel on 6/28/11)

Hartz/Kupsik motion to approve the Training Manual, as recommended. Alderman Hartz noted that the committee had looked at developing a means for helping new officials to become more quickly acclimated to the procedures, laws and policies applicable to their service as elected officials. He outlined the content of the materials that had been compiled by Administrator Jordan and assembled in a training manual format. During subsequent discussion, there were some concerns raised by members of the Council about the duties of the standing committees, as specified in the training manual document. In particular, Alderman O'Neill had questioned provisions that appeared to imply that committees had discretion in approving certain items of business. City Attorney Draper reviewed the applicable City ordinance, which accurately stated that committees were advisory bodies with the responsibility of making recommendations to the full Council for action.

Hartz/Kehoe amendatory motion to substitute all language under the sections on "standing committees" with the language explicitly stated in City ordinance. Unanimously carried.

Original motion, as amended, unanimously carried.

Discussion/Action on approval of Chapter 7 (Personnel) of the City Policy Manual (recommended by Personnel on 6/28/11)

Hartz/Kehoe motion to approve Chapter 7, as recommended. Alderman Hartz briefly outlined the various topics addressed in the personnel chapter, including: privacy, drug and alcohol testing, equal employment opportunity, nepotism, conflicts of interest, and disability accommodations. He noted that the final section included the employee storage policy that had previously been discussed during the public comment portion of the meeting. Several aldermen concurred with the prior comments that this employee personal storage was a poor practice that should be discontinued.

Marsala/Krause amendatory motion to delete Section 7.10 from Chapter 7. Unanimously carried. Alderman Krohn asked how the City would follow up on the employee storage issue now that the policy had been rejected. Administrator Jordan was directed to notify employees to remove all personal property from City storage. During subsequent discussion, the majority of the aldermen speaking on the subject indicated a preference to give employees until August 1, 2011 to remove their belongings. Alderman Krohn stated that she believed the items should be removed within ten days. No formal action was taken with respect to a deadline.

Original motion, as amended, unanimously carried.

Presentation of Accounts – Alderman Krause

Purchase Orders. None.

Krause/Hartz motion to approve prepaid bills in the amount of \$818.88.

Roll Call: Krause, Hartz, Marsala, Kehoe, Kupsik, Krohn, and O'Neill voted "yes". Motion carried by vote of 7 to 0, with Alderman Mott absent.

Krause/Marsala motion to approve regular bills in the amount of \$117,149.21.

Roll Call: Krause, Hartz, Marsala, Kehoe, Kupsik, Krohn, and O'Neill voted "yes". Motion carried by vote of 7 to 0, with Alderman Mott absent.

Adjournment

Marsala/Krause motion to adjourn at 8:54pm. Unanimously carried.

/s/ Jeremy A. Reale, City Clerk

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL

Date: July 17, 2011

To: Lake Geneva Mayor Connors, Lake Geneva Council Members

From: Ed Yaeger, Historical Preservation Committee Member

Subject: Historic Railway Site

Let it first be stated that the initiative as here presented does not necessarily represent the official feelings and/or directives of the Historic Preservation Committee or its members.

The "HISTORIC RAILWAY SITE" sign has been erected near the Sage Street edge of the c.1871 Chicago and Northwestern railway steam engine servicing site. Thanks go to the HPC and city crew for that effort.

In order to understand and to better appreciate the significance of the site, it needs to be cleaned up and detailed. Engine turn-table, engine house, water tower, and section building footprint locations have been documented from C&NW documents. The problem is that these locations cannot be highlighted due to the overgrown and unkempt areas of the site. There are briar bushes, thick underbrush, fallen and broken trees, vine-covered trees, area with trash, and obvious encroachment from adjoining property. The existing portion of the old turntable pit gives the appearance of a common dump. Please view the area. If you need a guide, I am available. The area is certainly not up to the standards and image that our city is noted for. It is suggested that the Tree Board be involved to evaluate the area before commencing any major cleanup effort.

I have been at the site area many times since the installation of the sign, and as expected, much interest has been demonstrated by passing adults and children of all ages. Most are amazed that this historic site existed here in our downtown area since 1871. They are eager to learn about the operation and would like to view where all of the components of the facility were located. Unfortunately, the viewing constitutes a hazardous journey. These are the local folks. However, you can be assured that our tourist friends will demonstrate the same emotions. This all leads to the next purpose of this correspondence: The "Railway Park" Proposal.

POSTED / COPIED	
By	<u>AR</u>
Date	<u>7-18-11</u>

Five years ago the proposal for a Lake Geneva "Railroad Park" was suggested. Through the years, most of the participants in the discussion of the "Proposal" have involved *appointed* city officials. Now that we have verified site documentation, and the resultant "HISTORIC RAILWAY SITE" sign, it would appear that *elected* officials should become actively involved. This is a rare opportunity to memorialize a unique entity of the classic steam train era.

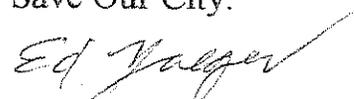
A "Railroad Park" within the Lake Geneva Park system is thought to be the best way to showcase the Historic site to our citizens and tourist guests. Inclusion into the Park System would ensure the safety and preservation of the historic site for future generations and help to further validate the "Historic Lake Geneva" slogan.

Therefore: I respectfully submit that elected officials should decide: Do we want to clean up this Historic site and protect and preserve it by including it into the Lake Geneva Park system?

It has been suggested that the partition process be utilized to resolve the ongoing ownership situation. Please find attached deed for subject property-- deed parcels #1 and #2 location map,--- and 1983 council minutes regarding property purchase. Please be advised that the amended "Proposal" is only for parcel #2 with the added dimension to include the entire concrete Arch Bridge.

I am at your service to offer any and all documents associated with the "Proposal". Please feel free to contact me if there are questions or concerns.

Thank you.
Save Our City.


Ed Yaeger

Cc: Clerk Reale
Atty. Draper
Historic Preservation Committee
Park Board
Tree Board
Utility Committee

Authorization No. Res. Dated
June 30, 1980

DEED NO. 83453

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of FORTY-SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$46,100.00), conveys and quitclaims to CITY OF LAKE GENEVA, WISCONSIN, a municipal corporation and LAKE GENEVA WATER UTILITY, a municipal corporation, of 626 Geneva Street, Lake Geneva, Wisconsin, GRANTEE, all interest in the following described real estate situated in the City of Lake Geneva, County of Walworth, and the State of Wisconsin, to wit:

(Property located in Section 36 T2N R17E)

PARCEL 1:

Commencing at the Northeast corner of said Section 36; thence South $01^{\circ}11'17''$ East, 1,868.65 feet to the North line of Main Street; thence North $89^{\circ}56'17''$ West, 1,543.57 feet along said North line of Main Street; thence North $89^{\circ}46'41''$ West, 60.48 feet along said North line of Main Street to the place of beginning; thence continuing North $89^{\circ}46'41''$ West, 129.79 feet; thence North $39^{\circ}23'00''$ West, 195.00 feet; thence South $06^{\circ}36'37''$ West, 24.40 feet; thence North $39^{\circ}23'00''$ West, 85.80 feet; thence North $50^{\circ}37'00''$ East, 120.00 feet; thence South $39^{\circ}23'00''$ East, 261.50 feet to the North line of Main Street and the place of beginning.

PARCEL 2:

Commencing at the Northeast corner of said Section 36; thence South $01^{\circ}11'17''$ East, 1,868.65 feet to the North line of Main Street; thence North $89^{\circ}56'17''$ West, 1,543.57 feet along said North line of Main Street; thence North $89^{\circ}46'41''$ West, 60.48 feet along said North line of Main Street; thence North $39^{\circ}23'00''$ West, 261.50 feet; thence North $50^{\circ}37'00''$ East, 2.50 feet; thence North $39^{\circ}23'00''$ West, 85.09 feet to the place of beginning; thence South $50^{\circ}37'00''$ West, 120.00 feet; thence North $39^{\circ}23'00''$ West, 57.20 feet; thence North $50^{\circ}37'00''$ East, 32.50 feet; thence North $39^{\circ}23'00''$ West, 471.07 feet to the East line of Sage Street; thence North $00^{\circ}30'48''$ East, 136.97 feet along said East line of Sage Street to a point that is 65.00 feet from the center line of the main track of the Chicago and North Western Transportation Company; thence South $49^{\circ}17'53''$ East, 273.81 feet to a point that is 110.00 feet from the center line of said main track; thence South $25^{\circ}28'24''$ West, 52.47 feet; thence South $39^{\circ}23'00''$ East, 341.28 feet to the place of beginning.

FEE

2

EXEMPT

Excepting and Reserving, however, unto the Grantor, its lessees, licensees, successors and assigns, the right to continue to protect, maintain, operate, and use any and all existing drainage, driveways, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities, and easements of any kind whatsoever on said premises, including the repair, reconstruction and replacement thereof.

Page 1 of 3 Pages

I hereby certify that I have on this 15 day of November, 1983 microphotographed the above document in accordance with standards established by Sec. 228.01 (1) of Statutes and with established procedures. James August Camera Operator.

Part
ZOP
00004

Insert not
to scale

ENGINE HOUSE
& GALLOWES
TURNABLE
REM. 1812.
FROM CNW ENG DEPT.

Sage St.

SEC. HSE.

PUMP HSE.

OUTLET

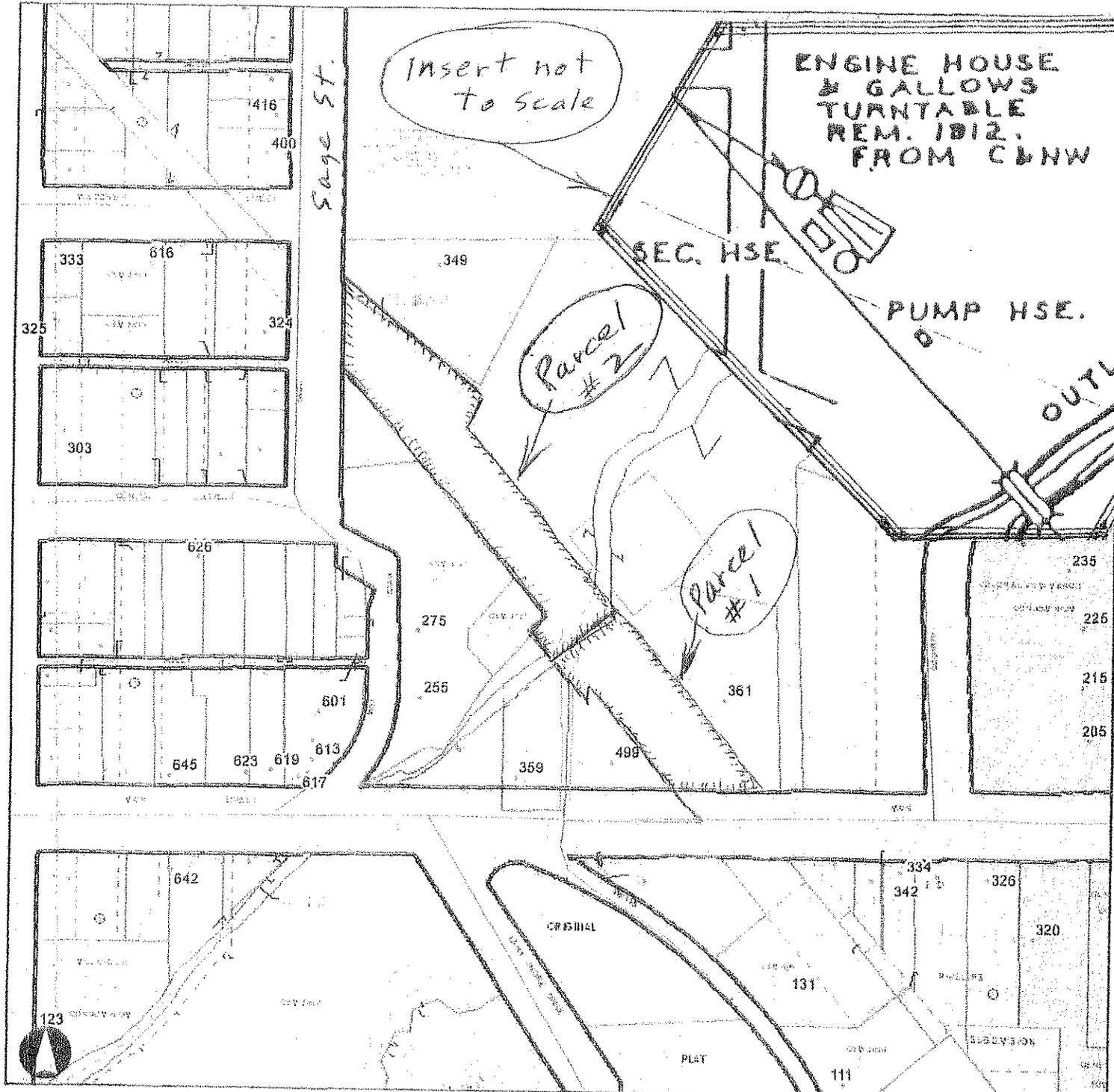
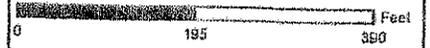
Parcel #2

Parcel #1

- Adia Area
- Sewer Service Area
- Urban Area
- Urban Area Located Beyond FSA & Other Urban Lands
- Other Agricultural, Rural Residential, and Other Open Lands
- Primary Agricultural Lands
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Habitat Resource Area
- Surface Water
- 2000 Environmental Corridors
 - Primary Environmental Corridor
 - Secondary Environmental Corridor
 - Isolated Habitat Resource Area
- Surface Water
- 2 FT Topographic Contours
 - Index
 - Intermediate
 - Index Depression
 - Intermediate Depression
 - Approximate Index
 - Approximate Intermediate
 - Approximate Index Depression
 - Approximate Intermediate Depression
- Spot Elevations
- Structures Outlines
- Right-of-Way
- Parcel Lines
 - Parcel Line
 - Extended Parcel Line
 - The Line
 - Meander Line
 - Tax Parcel
- Platted Lands
 - Subdivision Plat, Assessors Plat
 - Certified Survey Map
 - Condominium Plat
 - Cemetery Plat
 - Civil Division Boundary

The information provided on this map has been produced and processed from sources believed to be reliable. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of this information. The information contained herein will not be accepted as an official document.

1 inch equals 197 feet



City Plan Commission
I must be
Roll Call
Aldermen

Regular City Council Meeting
Monday, May 23, 1983 - 8 P. M.
Council Chambers, City Hall

Roll Call: Present: Mayor Polman, Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Roll Call.

Motion was made by Alderman Dammeir, seconded by Alderman Cardiff to approve the minutes of the Regular City Council of May 9, 1983 as published and distributed. unanimously carried. Apprx min.

Dave Schomburg of Deignan, Schomburg & Associates appeared before the City Council with the 1982 Audit Report and summary for Council review. Council will review with Schomburg appearing in two weeks for complete review. port.

Motion was made by Alderman Swatek, seconded by Alderman Cardiff to approve recommendation of City Plan Commission approval of conditional use application filed by Marvin W. and Virginia M. Kamps, ice cream and sandwich shop at 524 Wells Street. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Cardiff, Ackley and Bence. Cond Use. 4724

City Plan Commission recommendation to approve conditional use application filed by Daniel Donnellan, retail candy shop in south portion of Commercial Unit # I, Geneva Towers was approved upon motion by Alderman Swatek, seconded by Alderman Dammeir. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Cond Use. 4725

City Plan Commission recommendation to approve conditional use application filed by City of Lake Geneva, parking lot at 622 Geneva Street with conditions so stipulated was approved by City Council upon motion by Alderman Bence, seconded by Alderman Swatek. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Cond Use. 4726

Ordinance # 460 - an ordinance amending Section 340.006 of the Municipal Code regarding traffic flow at Main and Center Streets was presented for First Reading. Motion was made by Alderman Flemming, seconded by Alderman Swatek to approve First Reading of the ordinance. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. A motion was then made by Alderman Cardiff, seconded by Alderman Ackley to waive Second Reading of the ordinance and final adoption upon First Reading. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Ord. # 46 4727

An ordinance amending Section 13 and 13 (2) of the Lake Geneva Revised Ordinance as recommended from the City Plan Commission was presented for First Reading. A motion was made by Alderman Dammeir, seconded by Alderman Swatek to approve Ordinance for First Reading. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Ord.

An ordinance amending Section 11.7 A and B of the Lake Geneva Revised Ordinance as recommended from the City Plan Commission was approved for First Reading upon motion by Alderman Swatek, seconded by Alderman Cardiff. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Ord.

Approval of wage increase for Wastewater Treatment Plant employees excluding Plant Superintendent, effective April 1, 1983 as per Teamster Labor Agreement was approved upon motion by Alderman Bence, seconded by Alderman Dammeir. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Inc. wage Sewe 4728

Mr. Michael Bernier appeared before the City Council stating situation for loss of buoy by not paying for buoy by May 16, 1983. This matter was referred to the Piers and Harbors Committee and City Attorney for an opinion within a reasonable length of time upon motion by Alderman Shepstone, seconded by Alderman Ackley and unanimously carried. 4729 Appe ance

A motion was made by Alderman Dammeir, seconded by Alderman Bence to approve negotiation for purchase of railroad right of way property from Main Street to Sage Street by City of Lake Geneva and Water Department in the amount of \$46,100, \$14,500 to be paid by Water Department and \$31,600 by City of Lake Geneva. Roll Call vote: "Yes" - Aldermen Shepstone, Edwards, Flemming, Dammeir, Swatek, Cardiff, Ackley and Bence. Pur- cha: rr rigi of 4730

Class "B" Intoxicating and Fermented Malt Beverage license applications for ensuing year July 1, 1983 - June 30, 1984 were approved upon motion by Alderman Shepstone, seconded by Alderman Ackley with stipulation that before issuance obligations to City, State and County will have to be satisfied. Unanimously carried. (list of all license applications is part of minutes).

that the meeting

City Clerk

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 7/1/11

Town Village City of LAKE GENEVA County of WALWORTH

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Aug. 5, 2011 and ending Aug. 5, 2011 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) [X] Bona fide Club [] Church [] Lodge/Society [] Veteran's Organization [] Fair Association

(a) Name GENEVA AREA FOUNDATION / HORTICULTURAL HALL

(b) Address 330 BROAD ST., P.O. BOX 71, LAKE GENEVA, WI 53147

(c) Date organized 1990

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: []

(f) Names and addresses of all officers:

President CHARLENE KLEIN, 817 WISCONSIN ST., LAKE GENEVA, WI

Vice President RONALD MCCORMACK 400 BROAD ST LAKE GENEVA, WI

Secretary AILEEN HOLAHAN

Treasurer MARY OLSON

(g) Name and address of manager or person in charge of affair: SARAH HILL, 1024 GEORGE ST., LAKE GENEVA, WI 53147

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 330 BROAD ST., LAKE GENEVA, WI

(b) Lot Block

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover.

3. NAME OF EVENT

(a) List name of the event HORT-COUTURE GARDEN GALA

(b) Dates of event AUGUST 5, 2011

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Charlene Klein (Signature/date)

Officer Ronald McCormack (Signature/date)

Date Filed with Clerk 7-1-11

Date Granted by Council

GENEVA AREA FOUNDATION / HORTICULTURAL HALL (Name of Organization)

Officer (Signature/date)

Officer (Signature/date)

Date Reported to Council or Board

License No.

City of Lake Geneva

Licenses Issued between

Massage Establishment License

Date: 7/22/2011

Time: 9:59 AM

Page: 1

<u>Issued</u>	<u>License No</u>	<u>Customer</u>	<u>Address</u>		<u>Total</u>
2011 -	6	Alternative Health Associ	Dr. Gail Kopin	105 Townline Road Lake Geneva, WI 5	50.00
		Massage Establishment License	Count: 1	Totals for this Type:	50.00

City of Lake Geneva

Licenses Issued between

Date: 7/22/2011

Time: 11:49 AM

Page: 1

Operator's Regular

<u>Issued</u>	<u>License No</u>	<u>Customer</u>	<u>Address</u>		<u>Total</u>	
2011 -	216	Anthony L. Engle Employer: Geneva Corner Market, Inc.	1088 S. Wells St, Apt #14 1231 Grant St.	Lake Geneva, WI 5 Lake Geneva, WI 53147	50.00	
2011 -	217	Robert L. Clayton Employer: Lake Aire Restaurant	250 Havenwood Dr., #217 804 Main St.	Lake Geneva, WI 5 Lake Geneva, WI 53147	50.00	
2011 -	215	Barbara N. Leedle Employer: Geneva Lakes Convenience Corp.	N623 Zenda Road Clark Station	P.O. Box 33 728 Williams Street Zenda, WI 53195 Lake Geneva, WI 53147	50.00	
2011 -	219	Leonard J. Jegerski Employer: American Legion Post #24	1804 Conant Street Charles Schlehlein	Lake Geneva, WI 5 735 Henry St. Lake Geneva, WI 53147	50.00	
2011 -	218	Mary E. Camalieri	232 Penny Lane	Lake Geneva, WI 5	50.00	
Operator's Regular			Count:	5	Totals for this Type:	250.00



LAKE GENEVA UTILITY COMMISSION

Daniel S. Winkler, P.E.
Director of Public Works & Utilities



Birdell Brellenthin
Utility Commission President

Kent Wiedenhoeft
Water Superintendent

Scott Tesmer
Wastewater Superintendent

361 Main Street • P.O. Box 187 • Lake Geneva, WI 53147 • Phone (262) 248-2311 • Fax (262) 248-0589

DATE: July 13, 2011

MEMORANDUM

TO: Dennis Jordan
City Administrator

FROM: Daniel S. Winkler, P.E. 
Director of Public Works & Utilities

SUBJECT: Riviera Roof Copper Valleys Replacement, Bidding Specifications & Draft Contract, Award Continued to July 25, 2011 Council Meeting

BACKGROUND

This memorandum responds to the Council's July 11, 2011 request for the bidding specifications and the draft of the contract agreement for the above project.

DISCUSSION

Attached please find a set of the bidding specifications modified for the project agreement as requested by Council at its last normal meeting. Behind the main document is a copy of the prevailing wage rate determination which was obtained in the event the project exceeded the new \$48,000 single-trade and \$100,000 multiple-trade thresholds for a public works project by State of Wisconsin definition. At the time the project went out for bids, the old limit was \$25,000 for either single or multiple-trade public works projects.

As preparation of the project agreement normally follows Council award of the project, staff has made the following assumptions when assembling the document. The first assumption is that the award is to the low bidder, Renaissance Roofing, Inc., of Belvidere, IL. And secondly, the Council will be accepting the 20-year extended warranty at an additional \$5,000 cost. Therefore, the total award is assumed to be \$63,948.00. If the award amount is different, staff would need to go back and revise the documents to reflect any changes.

Again, the normal procedure is for the Council to award a project to a contractor at an approved amount. Then the contract with notice to proceed are prepared and sent out for signatures. If the project exceeds \$48,000 for a single trade or \$100,000 for a multiple trade public works contract, then we would have also included contract and payment bonds.

Please call or email me with any questions.

Cc: Mayor Jim Connors/Ron Carstensen/Jeremy Reale
Cindy Borkhuis/File

PROJECT MANUAL & CONTRACT



PROJECT: RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01

OWNER: CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WISCONSIN 53147

ENGINEER: Daniel S. Winkler, P.E.
CITY OF LAKE GENEVA &
THE LAKE GENEVA UTILITY COMMISSION
LAKE GENEVA, WI 53147
(T) (262) 248-2311
(F) (262) 248-0589
E-mail: lgwater@genevaonline.com

Bid Opening: June 29, 2011 10:00 AM
City Hall, 626 Geneva Street
Lake Geneva, WI

**CITY OF LAKE GENEVA
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RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

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BID BOND.....	3
AGREEMENT.....	6
PERFORMANCE BOND.....	N/A
PAYMENT BOND.....	N/A
NOTICE OF AWARD.....	2
PREVAILING WAGE RATE DETERMINATION	N/A
GENERAL CONDITIONS.....	2
DETAILED SPECIFICATIONS.....	2
INSURANCE QUESTIONNAIRE & REFERENCES.....	2
SITE PLANS & LOCATION MAP.....	2
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OFFICIAL NOTICE TO BIDDERS

**CITY OF LAKE GENEVA
NOTICE TO BIDDERS
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

OFFICIAL NOTICE TO BIDDERS

Sealed proposals will be accepted by the City of Lake Geneva in the City Clerk's office at 626 Geneva Street, Lake Geneva, until **Wednesday June 29, 2011 at 10:00 A.M.** to perform copper valley replacement on the Riviera roof at 812 Wrigley Drive, Lake Geneva, WI.

GENERAL:

Proposals must be sealed and submitted on the attached proposal form and returned clearly marked with date and time of opening. No undated, unsigned, or faxed proposals will be considered.

Bid documents are available by calling the office of the Director of Public Works & Utilities, 262-248-2311, for pick-up at the Lake Geneva Utility Commission, 361 West Main Street, Lake Geneva, WI. Copies of bidding documents are available for viewing at the Commission's main offices or at the City Clerk's office, 626 Geneva Street, Lake Geneva, WI.

The City of Lake Geneva is exempt from Federal Excise Tax and State Sales Tax; therefore, proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry number will be furnished to the successful proposer.

Bidders shall complete the enclosed insurance questionnaire with proposal. Requirements are: Contractor shall furnish evidence of Workers Compensation, public liability and property damage insurance. Limits of insurance shall be as follows: Minimum amounts of \$1,000,000 bodily injury and \$1,000,000 property damage including both injury and property damage caused by vehicles and machinery.

Successful bidder shall properly hold the City of Lake Geneva harmless from all damages occurring in any way by his acts or negligence, or that of his employees, agents or workers. A current Certificate of Insurance will be required of the successful vendor.

LEGAL PROVISIONS: Letting of the work described herein is subject to the provisions of Sections 62.15, 66.0901, and 66.0903 of the Wisconsin State Statutes and all applicable local, state and federal requirements pertaining to public works projects.

PREVAILING WAGE RATES: This project is subject to Wisconsin State Statutes which requires all Contractors and Subcontractors to comply with the prevailing wage rates, hours of labor and hourly basic pay rates in all trades contemplated as determined by the Wisconsin Department of Workforce Development for a single trade project with a total or multi-trade project cost of \$25,000 or more. A Special Order of the Department of Workforce Development has been obtained as the estimated cost of this work is greater than \$25,000. The Contractor shall compensate his workers per the order.

BID SECURITY: No Bid shall be received unless accompanied by a Certified Check, Bid Bond, Cashier's Check or Money Order equal to at least 5% of the total Bid, payable to the City of Lake Geneva as a guarantee that if his Bid is accepted, the Contractor will execute and file the Contract and the Insurance Certificates that are required by the Contract Documents within the time limit set by the City.

CONTRACT SECURITY: The successful Bidder will be required to furnish a satisfactory Performance Bond & Payment Bond each in an amount equal to the Contract Price within ten (10) days after the award of the contract. If the successful Bidder fails, for any reason, to execute and file such contract and performance/payment bond, the amount of the Check or Bid Bond shall be forfeited to the City of Lake Geneva as liquidated damages.

BID REJECTION / ACCEPTANCE: The City of Lake Geneva reserves the right to accept the lowest responsible bid. The acceptance or rejection of any bid submitted is final and binding on all bidders without recourse by rejected bidders against the City. **No Bid shall be withdrawn for a period of sixty (60) days after the opening of the Bids without the consent of the City.**

Published by authority of the City of Lake Geneva.

BY ORDER OF: JAMES CONNORS
 MAYOR OF THE CITY OF LAKE GENEVA

JEREMY REALE
CITY CLERK

PREPARED BY: DANIEL S. WINKLER, P.E.
 CITY OF LAKE GENEVA &
 THE LAKE GENEVA UTILITY COMMISSION
 361 WEST MAIN STREET
 LAKE GENEVA, WI 53147 (T) (262) 248-2311

INSTRUCTIONS TO BIDDERS

**CITY OF LAKE GENEVA
INSTRUCTIONS TO BIDDERS
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

1. Documents:

a. Contract Documents shall consist of **Notice to Bidders, Instructions to Bidders, Bid Proposal Form, General Conditions, Detailed Specifications, any Plan Sheets and Photographs** as shown in the **Table of Contents** and any **Addenda** issued prior to the Bid Due Date.

2. Description of Work:

a. The Contractor shall furnish all materials, labor, tools, supplies, equipment, transportation, traffic control, superintendence and temporary construction of every nature, insurance, taxes, permits, fees, and all other services and facilities of every kind whatsoever necessary to complete the services as specified herein and shown on any Drawings or work required. The work includes **removal and replacement of the (4) four copper valleys on the roof of the Riviera building, 812 Wrigley Drive, Lake Geneva, WI. The Contractor shall remove and reset sufficient existing roof tile as shown in the photographs in order to replace the copper valley to the limits indicated.** Any work not specifically described herein or shown but required for proper completion shall be considered part of the scope of work included in the Contractor's bid.

3. Plans and Specifications:

a. Refer to any Drawings, Photographs and the Specifications that are included as part of the Contract Documents. Prior to submitting a Bid, the Contractor will be held to have examined the work sites and premises, the Drawings and Specifications for the work and to have fully acquainted himself with the existing conditions, facilities, difficulties and restrictions governing the work and under which he will be obligated to operate and complete the work.

b. No additional compensation will be allowed for the Contractor's failure to thoroughly inform himself regarding all matters involved in the performance of the work. The submission of a Bid will be taken as evidence of compliance with this requirement.

c. If any errors and/or omissions in the Drawings and/or Specifications are discovered before the bids are submitted, the Bidder shall immediately report such error and/or omission to the City, who will issue the necessary instructions to all Bidders in the form of an Addendum. All such Addenda will become a part of the Contract Documents.

4. **Bids:** Will be received for the following work at the following measured and paid prices:
 - a. **Copper Valley Replacement**, as called for in the Contract Documents measured and paid for per each valley with four (4) valleys total. Remove roof tile, and copper valley, remove and replace any rotted roofing substrate with like material, install new welded seam copper valley, reset roofing tiles, replace any cracked roof tiles related to the work, caulk, and perform any other work as required for a complete job in place including any and all miscellaneous appurtenances.

5. **Bid Signing Instructions:**
 - a. Bids shall be delivered to the place designated by the time specified. Bids shall be plainly identified with project name, number and bid opening time and date.
 - b. Bids must be signed by the individuals making them, or shall have attached thereto a Power-of-Attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. The Bid Form shall be completely filled out in ink or typewritten. No bid may be withdrawn for a period of sixty (60) days after the time of bid opening.
 - c. Bids signed for a partnership shall be signed by all partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there shall be a Power-of-Attorney attached to the Bid evidencing authority to sign the Bid executed by the partners.
 - d. Bids signed for a corporation shall have the correct corporate names thereof and the signature of the president or other authorized officer of the corporation, handwritten below the corporate name followed by a Certificate of Corporate Authority.

6. **Interpretation of Contract Documents:**
 - a. Any questions concerning the true meaning of any part of the Plans and Specifications should be transmitted to the City of Lake Geneva in writing. All valid interpretations will be in the form of an Addendum, mailed or delivered to all who have received Contract Documents.

7. **Examination of the Site:**
 - a. Before submitting the proposal for his work, the Contractor shall visit the site. He shall satisfy himself as to the nature of the work and the general conditions. He shall have full knowledge as to the transportation, disposal, handling and storage of materials, availability of water, electric power and all other facilities in the work area which will have a bearing on the performance of his work and the contract for which he submits his proposal.
 - b. Any failure of the Contractor to acquaint himself with all available information shall not relieve him from any responsibility for performing his work properly.
 - c. No additional compensation shall be allowed for conditions increasing the Contractor's cost which were not known to or appreciated by him when submitting his proposal if the conditions were obvious and could have been discovered by him if he had visited the project and had thoroughly informed himself of all existing conditions which would affect his work.

d. Submission of a proposal will be conclusive evidence that the Bidder has made adequate examination and has included in the proposal a sum to cover the cost of all items included in the contract.

8. **Bid Bond:**

a. No Bid shall be received unless accompanied by a Certified Check, Bid Bond, Cashier's Check or Money Order equal to at least 5% of the total Bid, payable to the City of Lake Geneva as a guarantee that if his Bid is accepted, the Contractor will execute and file the Contract and the Insurance Certificates that are required by the Contract Documents within the time limit set by the City.

9. **Performance and Payment Bond:**

a. Bidder will be required to comply with the wage rate determination and furnish a satisfactory Performance Bond & Payment Bond each in an amount equal to the Contract Price within ten (10) days after the award of the contract. If the successful Bidder fails, for any reason, to execute and file such contract and performance/payment bond, the amount of the Check or Bid Bond shall be forfeited to the City of Lake Geneva as liquidated damages.

10. **Consideration of Proposals:**

a. The City reserves the right to reject any or all bids, to waive any technicalities and to advertise for new proposals. Award may or may not include any alternate bid pricing.

11. **Discrepancies:**

a. If obvious errors or omissions appear in Drawings, Specifications, or other documents or instruments, the Contractor shall during the bidding period notify the City in writing of such errors and/or omissions.

b. Whenever the Drawings and/or Specifications are in conflict or do not agree, the better quality, or greater quantity, thickness or strength shall apply.

c. The Contractor cannot claim extra cost due to discrepancies between Contract Documents after submitting his proposal.

12. **Commencement and Completion of Work:**

a. The General Contractor shall begin work upon receipt of written notice to proceed from the City and complete the work **by no later than September 15, 2011 exclusive of any extensions granted by the City. The project completion date shall be not later than October 15, 2011.**

13. **Performance of the Work:**

a. Extreme care shall be taken by the Contractor to coordinate his activities in such a manner as to minimize the disruption of normal downtown activities taking place in the immediate vicinity of the project.

14. "Or Equal" Clause:

a. Where "or equal" clause appears in the contract documents, substitute materials, products, or equipment shall equal or exceed the requirements of the item specified. Where the clause "or approved equal" appears, substitutions shall be made only by written approval of the City.

15. Permits:

a. General Contractor shall obtain all local permits, certificates and licenses, furnish all bonds specified in the General Conditions and required to execute the work and arrange for all inspections required by local authorities. All local permit fees shall be waived by the City.

16. Laws and Ordinances:

a. Contractor shall, at his own expense, comply with all laws, ordinances, rules and regulations of the State and all local authorities or departments thereof and any other legal authorities having jurisdiction relative to or affecting the work to be performed under his contract or any part thereof.

17. Taxes:

a. Each Contractor shall pay all legal, Federal, State and local sales taxes in effect on date of contract at the time of purchase on all materials and items incorporated in the finished work or used in its completion by him, unless noted otherwise.

18. Substitutions:

a. Substitutions of items of material or equipment equal to those specified in quality, performance, design and suitability for intended use, may be made only if approved by the City. Any savings made in the substitution of any item for that specified shall be passed onto the City at the Contract Unit Prices.

19. Insurance:

a. The Contractor hereby agrees to assume and bear all risk of damage to, failure of the work under this contract, and all risks of any accident to any person or to the property of any person, from whatsoever cause arising due to operations under this contract, until the work herein provided for shall have been fully completed and accepted by the City.

b. The Contractor shall provide and pay for Public Liability, Property Damage and Workmen's Compensation Insurance with the following minimum limits of liability approved by the Utility Commission:

- aa. Workmen's Compensation and Employer's Liability.
Liability limits shall not be less than:
- | | | |
|-----|------------------------|---------------------------|
| (1) | Workmen's Compensation | Statutory |
| (2) | Employer's Liability | \$100,000 Each Occurrence |

- bb. Comprehensive Motor Vehicle Liability
Liability limits shall not be less than:
 - (1) Bodily Injury \$ 500,000 Per Person
\$1,000,000 Each Occurrence
 - (2) Property Damage \$ 250,000 Each Occurrence
- cc. Comprehensive General Liability
Liability limits shall be not less than:
 - (1) Personal Injury \$1,000,000 Aggregate
 - (2) Bodily Injury \$ 500,000 Each Occurrence
\$1,000,000 Aggregate
 - (3) Property Damage \$ 250,000 Each Occurrence
 - (4) Completed Operations and Products Liability coverage for life of the Contract and maintain coverage for one (1) year after final acceptance by the Utility Commission.
 - (5) Named insured for this policy shall be: **CITY OF LAKE GENEVA**
- dd. Owner's Protective Liability (Independent Contractors Insurance)
Liability limits shall not be less than:
 - (1) Bodily Injury \$ 500,000 Each Occurrence
 - (2) Property Damage \$ 250,000 Each Occurrence
\$ 250,000 Aggregate
- ee. Umbrella Excess Liability
 - (1) The liability limits shall not be less than:
\$1,000,000 Each Occurrence

c. The City shall be free and clear of any liabilities, including attorney's fees, and all other encumbrances resulting from all project-related claims.

20. Wages of Laborers, Mechanics and Other Workmen:

a. Pursuant to state and local requirements, as amended to date, each employee engaged in work on the project for which bids are sought shall be paid the appropriate wage rates and may be subject to the hours of labor as determined by the State of Wisconsin Department of Commerce and special rules pertaining to State of Wisconsin defined Public Works Contracts.

21. Pilferage:

a. The Contractor shall be responsible for his own equipment and materials used in construction including those items relating to his work furnished by the City and delivered to the job site. The City shall not be held liable for lost or stolen equipment and/or materials.

22. Weather Conditions:

a. The Contractor shall protect all parts of his work from weather damage due to frost, rain, heat, etc., and shall make good to the satisfaction of the City any portion of the work which, in the City's opinion, may have been damaged.

23. Clean Up:

a. The Contractor shall keep all work sites reasonably clean at all times from accumulations of waste materials in or around the premises caused by his work, and at the completion of the work he shall remove rubbish or waste material caused by his work. Any rubbish not removed shall be removed by the City and any costs incurred shall be charged to the Contractor. The Contractor shall dispose of all rubbish legally. The Contractor shall keep his work site protected with appropriate traffic barricades.

24. General Conditions:

a. Unless noted otherwise, all work covered under this contract shall be subject to the "Standard General Conditions of the Construction Contract" prepared by the Engineers Joint Contract Documents Committee and issued and published jointly by the American Consulting Engineers Council, National Society of Professional Engineers, and the American Society of Civil Engineers. This document has also been approved and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

25. Working with Others:

a. Contractor shall coordinate his activities with those of other contractors if required and/or the City to ensure smooth coordination of his work with others near him. In the event of a conflict, the City shall provide final direction to all parties.

26. Prequalification of Bidders:

a. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL SUBMIT A COPY OF THE CITY OF LAKE GENEVA APPLICATION FOR QUALIFICATION STATEMENT TO DANIEL S. WINKLER, DIRECTOR OF PUBLIC WORKS & UTILITIES, C/O LAKE GENEVA LAKE GENEVA UTILITY COMMISSION, 361 WEST MAIN STREET, P.O. BOX 187, LAKE GENEVA, WI 53147, FOR REVIEW AND APPROVAL. THE CITY MAY OR MAY NOT OPEN THE BID OF A CONTRACTOR NOT QUALIFIED, BUT WILL NOT AWARD A PROJECT TO ANY CONTRACTOR THAT IS NOT QUALIFIED. QUALIFICATION SUBMITTALS WILL BE HELD CONFIDENTIAL.

BID PROPOSAL FORM

CITY OF LAKE GENEVA
PROPOSAL
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01

TO: City of Lake Geneva
 Attn: Jeremy Reale, City Clerk
 626 Geneva Street
 Lake Geneva, WI 53147

Proposals shall be placed in a sealed envelope and returned to the above address by 10:00 A.M., on **Wednesday, June 29, 2011**, at which time they will be publicly opened. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with all specifications, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, site protection, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required to replacement of the copper valleys on the Riviera, 812 Wrigley Drive, Lake Geneva, WI.

We hereby propose to perform the work at the following bid prices:

1. **Copper Valley Replacement**, as called for in the Contract Documents measured and paid for per each valley with four (4) valleys total. Remove roof tile and copper valley, remove and replace any rotted roofing substrate with like material, install underlayment and new welded seam copper valley, reset roofing tiles, replace any cracked roof tiles related to the work, and perform any other work as required for a complete job in place including any and all miscellaneous appurtenances. This work includes a 5-year warranty against failure of any part of the installation or in defects in workmanship or materials

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Unit Price (Numbers)</u>
4	Each	\$ <u>14,737⁰⁰</u>	\$ <u>58,948⁰⁰</u>

Total Bid Price in Words:

FIFTY EIGHT THOUSAND NINE HUNDRED FORTY EIGHT DOLLARS

Supplementary Bid Prices:

1A. Remove and Replace Existing Deteriorated Wood Decking as Approved by the City With Like Dimensioned Decking Materials.

Quantity	Unit	Unit Price
TBD	S.F.	\$ <u>6.75</u>

2A. Reinforce, Remove and/or Replace Existing Deteriorated Wood Framing With Estimate of Time Required As Pre-approved by the City Using Approved Framing Materials.

Quantity	Unit	Unit Price
TBD	Manhour	\$ <u>92.50</u>

3A. Provide a Twenty (20) Year Labor and Materials Warranty on the Copper Valley Work in Lieu of a five (5) Year Warranty.

Quantity	Unit	Unit Price
1	Lump Sum	\$ <u>5,000.00</u>

I hereby certify that all statements herein are made on behalf of RENAISSANCE ROOFING INC. (Name of Corporation, partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Signature: *Bl W. P...*
VICE PRESIDENT
 (Title, if any)

Comments: WE HAVE SEEN ADDENDUM #1 DATED 6/28/11

Respectfully submitted,
 Firm: RENAISSANCE ROOFING, INC.
 Signature: *Bl W. P...*
 Address: 2231 HAWKEY DR.

BELVIDERE IL 61008
 Phone: 8155471725 Fax: 8155471425

Date: 6/28/11

NOTE: Questions may be answered by contacting Mr. Daniel Winkler, Director of Public Works and Utilities, (262) 248-2311.

ADDENDUM NO. 1

CITY OF LAKE GENEVA
RIVIERA ROOF COPPER VALLEYS REPLACEMENT
LAKE GENEVA, WI

PROJECT NO. GBG-11-01

BID OPENING DATE: JUNE 29, 2011 @ 10:00 AM

AT THE CITY OF LAKE GENEVA
CITY HALL
626 GENEVA STREET, LAKE GENEVA, WI

TO ALL BIDDERS BIDDING ON THE ABOVE CONTRACT:

All bidders submitting Bids on the above Contract shall carefully read this Addendum and give it consideration in preparation of their Bid. **The signed and completed Addendum shall be enclosed with the Bidding Documents. Failure to include Addendum No. 1 will result in the bid being declared irregular and subject to rejection at the discretion of the Commission.**

Under OFFICIAL NOTICE TO BIDDERS Regarding a Change to the OFFICIAL NOTICE TO BIDDERS, PREVAILING WAGE RATES, delete the entire paragraph and in its place insert the following language as signed into law by Wisconsin Governor Scott Walker on Sunday, June 26, 2011 and in effect the day after publication (estimated at the first or second week in July):

The project is subject to the Wisconsin State Statutes which requires all contractors and Subcontractors to comply with the prevailing wage rates, hours of labor and hourly basic pay rates in all trades contemplated as determined by the Wisconsin Department of Workforce development for a single trade project with a total of **\$48,000** or more or a multiple-trade project total cost of **\$100,000** or more. The Contractor shall compensate his workers per the order.

(Note: If the Contractor's bid exceeds these thresholds, the enclosed determination shall be used on this project. Any other references in the bid documents to prevailing wages shall be subject to the limits contained in this Addendum).

Under OFFICIAL NOTICE TO BIDDERS Regarding a Change to the OFFICIAL NOTICE TO BIDDERS, CONTRACT SECURITY, insert the following language at the end of this paragraph as signed into law by Wisconsin Governor Scott Walker on Sunday, June 26, 2011 and in effect the day after publication (estimated at the first or second week in July):

If the bid award is below the thresholds for a single-trade project of \$48,000 or more or a multiple-trade project total cost of \$100,000, contract security will not be required.

(Note: If the Contractor's bid exceeds these thresholds, contract security will be required. Any other references in the bid documents to contract security shall be subject to the limits contained in this Addendum).

City of Lake Geneva

Date: June 27, 2011

Daniel S. Winkler, P.E.
Director of Public Works & Utilities

The Bidder hereby acknowledges receipt of this Addendum by his signature affixed hereto in the space below and by inserting the signed and completed Addendum in the Bid Form.

CONTRACTOR'S NAME _____

PRINCIPAL _____

DATE _____

BID BOND

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Renaissance Roofing Inc, P O Box 5024, Rockford, IL 61125
as Principal, hereinafter called the Principal, and
Washington International Insurance Company, 475 North Martingale Road, Schaumburg, IL
60173

a corporation duly organized under the laws of the State of NEW HAMPSHIRE
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147
as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid---

Dollars(\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

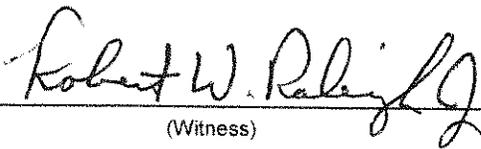
WHEREAS, the Principal has submitted a bid for
Riviera Roof Copper Valleys Replacement

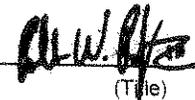
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good
and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall
pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of June, 2011.

Renaissance Roofing Inc

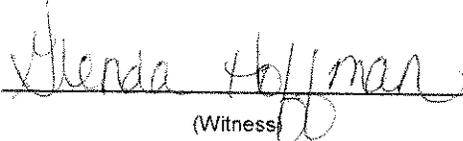
(Seal)


(Witness)

{ 
(Title)

Washington International Insurance Company

(Seal)


(Witness)

{ 
Tim R Patton, Attorney-in-fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, LINDA L. HOPKINS,

RONALD A. KOOPMAN, TIM R. PATTON and GREG NUSSBAUM

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



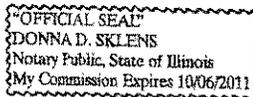
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 11th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of June, 2011.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

AGREEMENT

**CITY OF LAKE GENEVA
AGREEMENT
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

AGREEMENT

THIS AGREEMENT is dated as of the 26th day of July in the year 2011 by and between City of Lake Geneva (hereinafter called OWNER) and Renaissance Roofing, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

To construct a new sidewalk on the south and west sides of Maple Park, located near Geneva Street and Madison Street, and in Seminary Park, Lake Geneva, WI.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part of is generally described as follows:

**RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01
CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN**

ARTICLE 2. ENGINEER

2.1 The Project has been designed by the City of Lake Geneva and its Director of Public Works & Utilities who is hereinafter called ENGINEER and OWNER'S representative, and assumes all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 **Completion.** Work will be substantially completed and operational and ready for final payment in accordance with Paragraph 12 of the Instructions to Bidders by **no later than September 15, 2011 exclusive of any extensions granted by the City. The project completion date shall be not later than October 15, 2011.**

- 3.2 **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Paragraph 3.1 noted above. They also recognize that delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$50.00, for each day that expires after the time specified in Paragraph 3.1 of Article 3 above for Substantial Completion until the Work is substantially complete.
- 3.3 Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for the completion of the Work in accordance with the Contract Documents in current funds as shown in the Lump Sum Base Bid in the Bid Form in the amount of **Sixty-Three Thousand Nine Hundred Forty-Eight Dollars & No Cents (\$63,948.00) which includes the 20-year warranty Alternate Bid No. 3.**

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Paragraph 19 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments:

- 5.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 19 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

Retainage:

- 5.2.1 After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until the Project is 50% complete. At 50% completion, further progress payments will be made in full to CONTRACTOR and no additional amounts will be retained unless ENGINEER determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to CONTRACTOR.
At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.
- 5.2.2 Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

Final Payment:

- 5.3 Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 19 of the General Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR had discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicated and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.8 CONTRACTOR hereby covenants and agrees to pay all claims for labor performed and materials furnished, used or consumed in performing under this Agreement including, without limitations because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workers compensation insurance, and contributions for unemployment insurance.
- 6.9 CONTRACTOR agrees, to the extent practicable, to maintain a list of all subcontractors and suppliers performing labor or furnishing material under this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement. (Copy of entire Bid Form, etc.)
- 7.3 Performance, Payment and other Bonds (N/A).
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.

- 7.6 General Conditions.
- 7.7 Detailed Specifications.
- 7.8 Wage Rate Requirements (N/A).
- 7.9 Other Appendix items consisting of the plans and pages listed.
- 7.10 Drawings.
- 7.11 Addenda No. 1.
- 7.12 Local Forms.
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

The documents listed in Paragraph 7.13 et seq. above are attached to this Agreement (except as expressly noted otherwise above.)

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 All references to the General Conditions in any Contract Document shall be interpreted to include reference to any corresponding Supplementary Conditions, whether stated or unstated in such reference.
- 8.2 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.4 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER/ENGINEER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on July 26, 2011 (which is the effective Date of the Agreement).

Attest: Renaissance Roofing, Inc.
(CONTRACTOR)

(Signature) _____
(Signature)

Address for giving notices: _____
(Typed Name and Title)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACTOR'S License No. _____ (If required by state or municipal law)

Attest: Jeremy Reale _____
City Clerk City of Lake Geneva
(OWNER)

(Signature) _____
(Signature)

Address for giving notices: _____
James Connors, Mayor
(Typed Name and Title)

626 Geneva Street

Lake Geneva, WI 53147
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Approved as to form and execution this _____ day of _____, 2011

(Attorney for OWNER)

In accordance with the requirements of Wis. Statute 62.15(12), I hereby certify that sufficient funds are available or that arrangements have been made to obtain such funds to pay the liability that will accrue hereunder.

Comptroller (or other designated official)

NOTICE OF AWARD

**CITY OF LAKE GENEVA
NOTICE OF AWARD
MAPLE PARK SIDEWALK
PROJECT NO. TST-11-02**

NOTICE OF AWARD

Dated July 26, 2011

TO: Renaissance Roofing, Inc.
(BIDDER)

ADDRESS: 2231 Hawkey Drive
Belvidere, IL 61008

Contract: City of Lake Geneva Riviera Roof Copper Valleys Replacement
(Insert Name of Contract as it appears in the Bidding Documents.)

Project: To perform Copper Valleys (4) Replacements at the Riviera Building on Geneva Lake

Engineer's Project No. GBG-11-01

You are notified that your Bid dated 06-29-11 for the above Contract has been considered.
You have been awarded a Contract for

**City of Lake Geneva Riviera Roof Copper Valleys Replacement,
Project No. GBG-11-01, in Lake Geneva, WI 53147**
(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is

Sixty-Three Thousand Nine-Hundred Forty-Eight Dollars & No Cents
(Written Amount)
\$63,948.00
(Numeral)

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Sets of the Drawings will be made available to you upon request.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Engineer three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (AG-7, Ag-9and AG-13)].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 16), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]
3. Deliver with the executed Contract Documents the Certificates of Insurance as specified in the Supplementary Conditions (paragraph 2.05.C).
4. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, one fully executed counterpart of the Contract Documents will be returned to you.

City of Lake Geneva
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)
James Connors, Mayor

Awarded by the Common Council on
July 25, 2011

Copy to OWNER

GENERAL CONDITIONS

**CITY OF LAKE GENEVA
GENERAL CONDITIONS
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

The City shall consider the work covered under this contract subject to the "Standard General Conditions of the Construction Contract" prepared by the Engineers Joint Contract Documents Committee and issued and published Jointly by the American Consulting Engineers Council, National Society of Professional Engineers, and the American Society of Civil Engineers. This document has also been approved and endorsed by the Associated General Contractors of America and the Construction Specifications Institute. The cover page and index are included in these bid specifications for reference, but a full copy of the document is available for inspection at the Lake Geneva Utility Commission Office, 361 West Main Street, Lake Geneva, WI.

Division 1 -GENERAL REQUIREMENTS

1. **Drawings and Specifications:** These specifications and the accompanying drawings and/or photographs are complimentary and what is called for by one shall be binding as if called for by both.
2. **Coordination of Work:** Any details of construction, use of materials, etc., shall be referred to the City of Lake Geneva where questions occur. Errors due to failure to comply with this requirement shall be corrected at the expense of the Contractor.
3. **Codes, Ordinances, Etc.:** All work shall comply with all local, county and state codes and other regulations. If any work is shown not in compliance with the above statement the Contractor shall notify the City immediately. The City will issue the necessary instructions to all bidders in the form of an Addendum. All such Addenda will become a part of the contract documents. Failure to notify the City will not relieve the Contractor of his responsibility to bring all work up to code requirements at no cost to the City.
4. **Examination of Work Sites:** Contractor shall visit all locations and accept all present conditions.
5. **Weather Conditions:** Contractor shall perform his work under weather conditions in conformance with the types of products and materials he is using and installing.
6. **Site Access:** The work site is accessible to the Contractor at all times. Contractor may have to coordinate his work around other commercial activity in the area, and he shall protect any open excavations or work sites at the end of each day as directed by the City.
7. **Guarantee:** Contractor shall provide a one (1) year guarantee from the date of final acceptance. Neither final payment, nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty material or workmanship, with limits and period provided by law, and upon written notice shall remedy any defects thereto and pay all expenses for any damage to other work resulting there from.

8. **Responsibility of Contractor:** Contractor is responsible for and must guarantee in writing first class workmanship and materials. Contractor shall assume all responsibility for the care and protection of his own work and materials from damage and shall protect the property from injury or loss. He shall make good any damage to his own or other work caused by himself or workmen employed by him.

9. **Liens:** The Contractors shall deliver to the City a complete release of all liens arising out of this contract, or receipts in full of lien thereof. Contractor shall provide City with all final waivers of lien.

10. **Utilities:** Any connections to the plan of public or private utilities shall be done in accordance with local custom or as noted on the Drawings. All work within the building or on the property shall be carried to the required point and left in proper condition for connection according to local practice.

11. **Cutting and Patching:** Each Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit or be received by the work of other contractors. Any cost caused by defective or ill-timed work shall be borne by the Contractor responsible therefore.

12. **Payments:** Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract. A sum of 10% on the first 50% of the work to be completed on the project by the Contractor shall be retained from each payout. At 50% completion and beyond, there shall be no additional retainage from each payout other than the 5% amount unless the City certifies that the job is not proceeding satisfactorily. Final payout requests shall be submitted thirty days after final acceptance including all waivers of lien. Submit applications for payment to the City.

13. **Temporary Toilet Facilities:** Facilities exist in the lower level of the building for the Contractor's use.

14. **Traffic Control:** Traffic control shall be done in accordance with the latest version of FHWA "Manual on Uniform Traffic Control Devices, Part 6" and the City of Lake Geneva construction manual. No driveways shall be blocked without notifying the affected owner in advance. If through traffic is temporarily blocked, the Contractor shall provide sufficient flagmen to safely direct vehicles around the work. Any work areas where repairs are being actively done, shall be barricaded or otherwise protected for the pedestrian public.

15. **Project Closeout:** The General Contractor shall remove all surplus materials and rubbish of every kind from the sites of work at the completion of the project.

Throughout the progress of construction, the General Contractor shall keep a current detailed record of all changes in the installation of his own work from the conditions, locations and layout shown on the Contract Documents. These drawings shall be delivered to the City upon the completion of work.

DETAILED SPECIFICATIONS

**CITY OF LAKE GENEVA
DETAILED SPECIFICATIONS
RIVIERA ROOF
COPPER VALLEYS REPLACEMENT
PROJECT NO. GBG-11-01**

A. Location

The project is located on the roof of the Riviera building, 812 Wrigley Drive, Lake Geneva, WI.

B. Scope of Work

GENERAL

The work entails all labor, materials, appurtenances and work effort required to remove and replace four (4) existing copper roof valleys on the roof the Riviera building.

Detailed specifications include but are not limited to:

1. Carefully remove existing courses of tiles and trim tile accessories from areas adjacent to all (4) four copper pocket areas and save all good sound tiles for re-installation.
2. Remove all existing copper flat roofing and vent flashings from each pocket area and dispose of.
3. Remove all exposed underlayment and wood battens and dispose of.
4. Replace any deteriorated wood decking as needed and as approved by the City prior to performing such replacements.
5. Repair any deteriorated framing as needed and as approved by the City prior to performing such repairs. Contractor shall document by photograph all deterioration and damage for City's viewing.
6. Furnish and install new Grace Ultra, High Temperature, underlayment (or approved equal) over exposed copper pocket roof area.
7. Furnish and install two (2a) layers of 30 Lb. felt underlayment over the remaining exposed tile roof areas.
8. Furnish and install new minimum weight 16 oz copper custom flat seam panels, vent flashings, and perimeter metals. All panels shall be pre-tinned. Copper flat seam panels shall be installed per Revere Copper's "Copper & Common Sense" installation guidelines.
9. Flux and solder seams shall be 50/50 solder, using copper soldering irons. No open flame torches are allowed.
10. Furnish and install new wood lath & 1" x 2" battens to remaining exposed tile roofing areas.
11. Re-install original tiles and trim tile accessories. Contractor shall furnish additional matching tiles for those cracked, lost or damaged in the take-up and re-lay process. Used tiles are permitted in order to obtain the best match possible.
12. Re-mortar removed hips flush with colored mortar to match hips as closely as possible.
13. Clean up and remove all debris created by the work.

MEASUREMENT & PAYMENT

The work will be measured and paid for per each for the four (4) copper valleys replaced, complete in place, including all removals, disposals and replacements, measured in place, including any and all miscellaneous appurtenances. Deteriorated decking and wood framing replacements shall be performed at the Supplementary bid prices.

INSURANCE QUESTIONNAIRE

INSURANCE QUESTIONNAIRE

Length of time in business _____ years _____ months.

Firm is insured as follows:

Name of Insurance Company: _____

Agency: _____

Policy Number: _____ Expiration Date: _____

Employer's Liability: _____

General Liability Limits:

_____ Per Occurrence

_____ Per Person

Worker's Compensation: _____

Other Coverage: _____

Respectfully submitted:

Name of Firm: _____

Signed by: _____

Address: _____

Date: _____

REFERENCES

REFERENCES

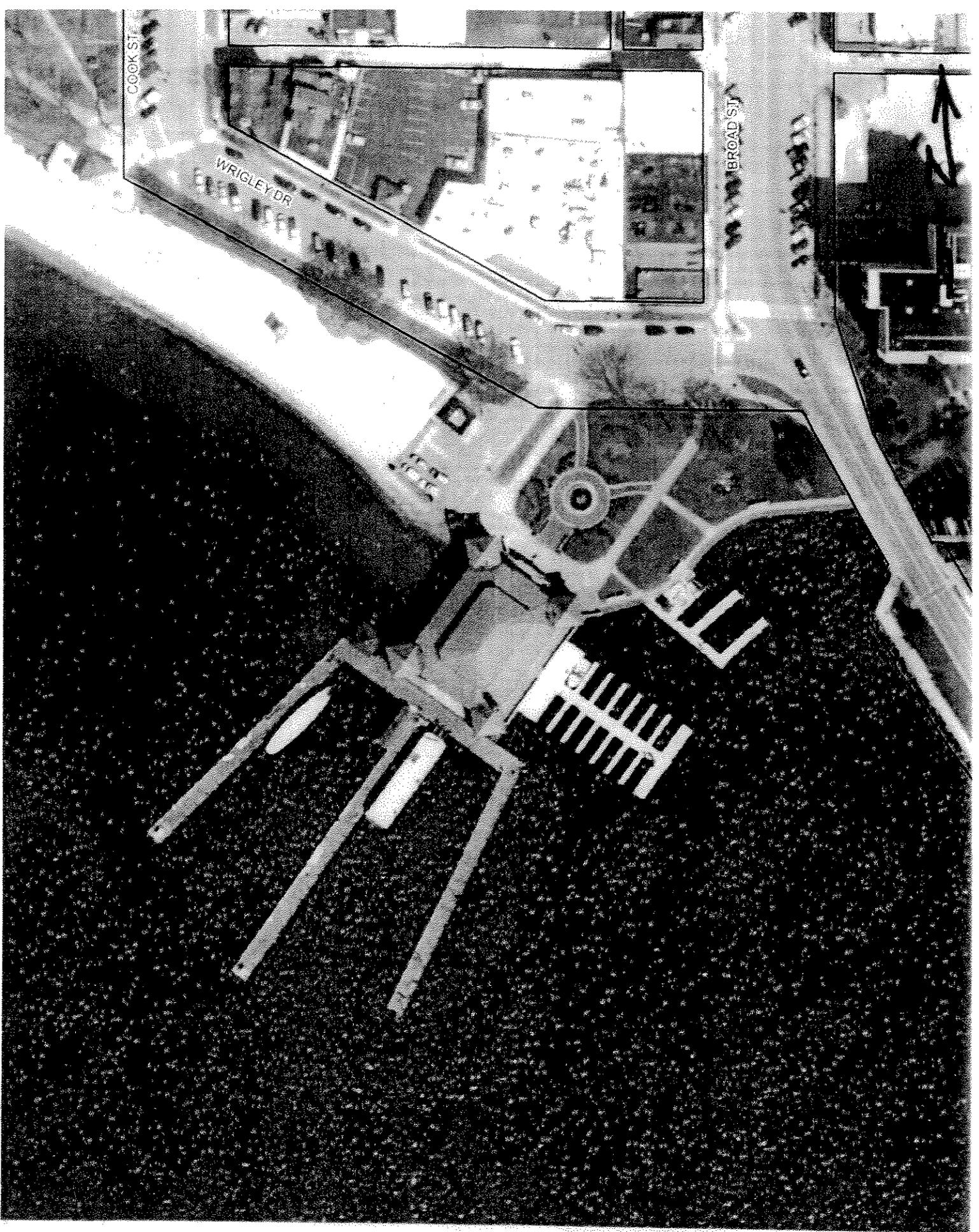
1. Name: _____
Contact: _____
Address: _____
Phone: _____ Fax: _____

2. Name: _____
Contact: _____
Address: _____
Phone: _____ Fax: _____

3. Name: _____
Contact: _____
Address: _____
Phone: _____ Fax: _____

4. Name: _____
Contact: _____
Address: _____
Phone: _____ Fax: _____

SITE PLANS & LOCATION MAP



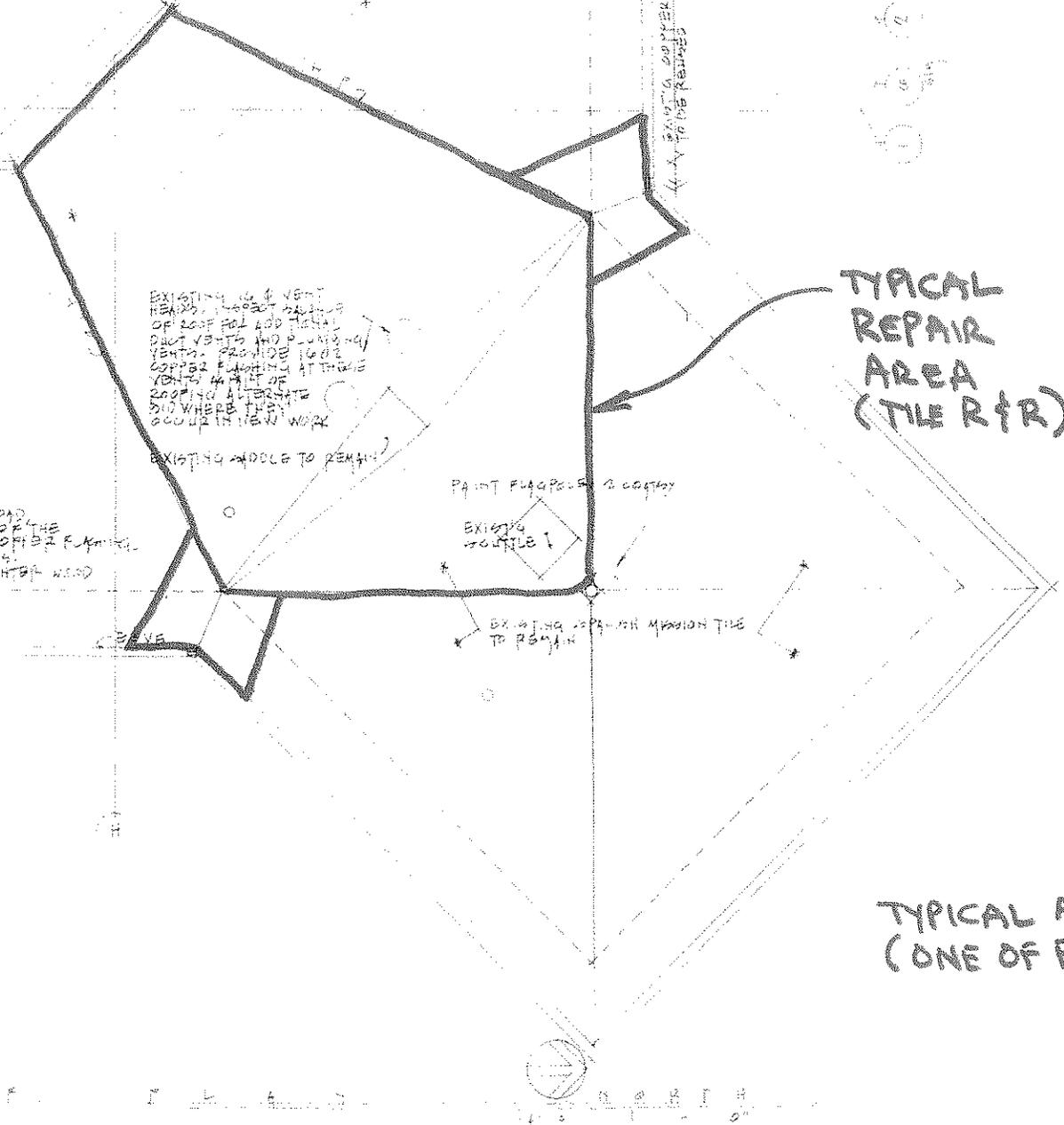
SITE PLAN - RIVIERA

06-06-11

PARTIAL ROOF PLAN

DOWN
ON WHICH THE
CAN BE
OF VALLEY AND GABLES
TOGETHER
NEAR THE GAVE CLOSURE AND ALL
ROOF TILES. ALL NAIL HEADS TO BE COVERED
ROOFER NAIL ATTACHED TO RAFTER DRIVEN INTO
IT VERGE ALONG HIP TO PERPENDICULAR TO SET
IN THE HIGH POINT OF ROOF TILES. VALLEYS
AND ALL GAVE TILES TO HAVE CROWN WITH BROAD
NO OF TILES. TOP EXTENDS TO 2" THE CENTER OF THE
MAKING A SMOOTH RIDGE FOR RIDGE TILES AND CORNER FLASHING.
OR TERMINAL FOR ALL HIP AND RIDGE CONNECTIONS.
RIDGE ROLL COVER TILES, ETC. NAILS SHALL BE 18 GA. WOOD

REMOVE FOR ROOF WALL
RED BRICK. NAILS QUITE INTERFERE.



EXISTING 1/2" VENT
HEADS. REPORT
OF ROOF POLY ADD TYPICAL
ROOF VENTS AND PLUMBING
VENTS. PROVIDE
CORNER FLASHING AT THESE
VENTS IN PART OF
2007.40 ALTERNATE
BID WHERE THEY
OCCUR IN NEW WORK

EXISTING MOULD TO REMAIN

PAINT FURROWS 2 coats

EXISTING
MOULD 1

EXISTING 1/2" ROOF MASONRY TILE
TO REMAIN

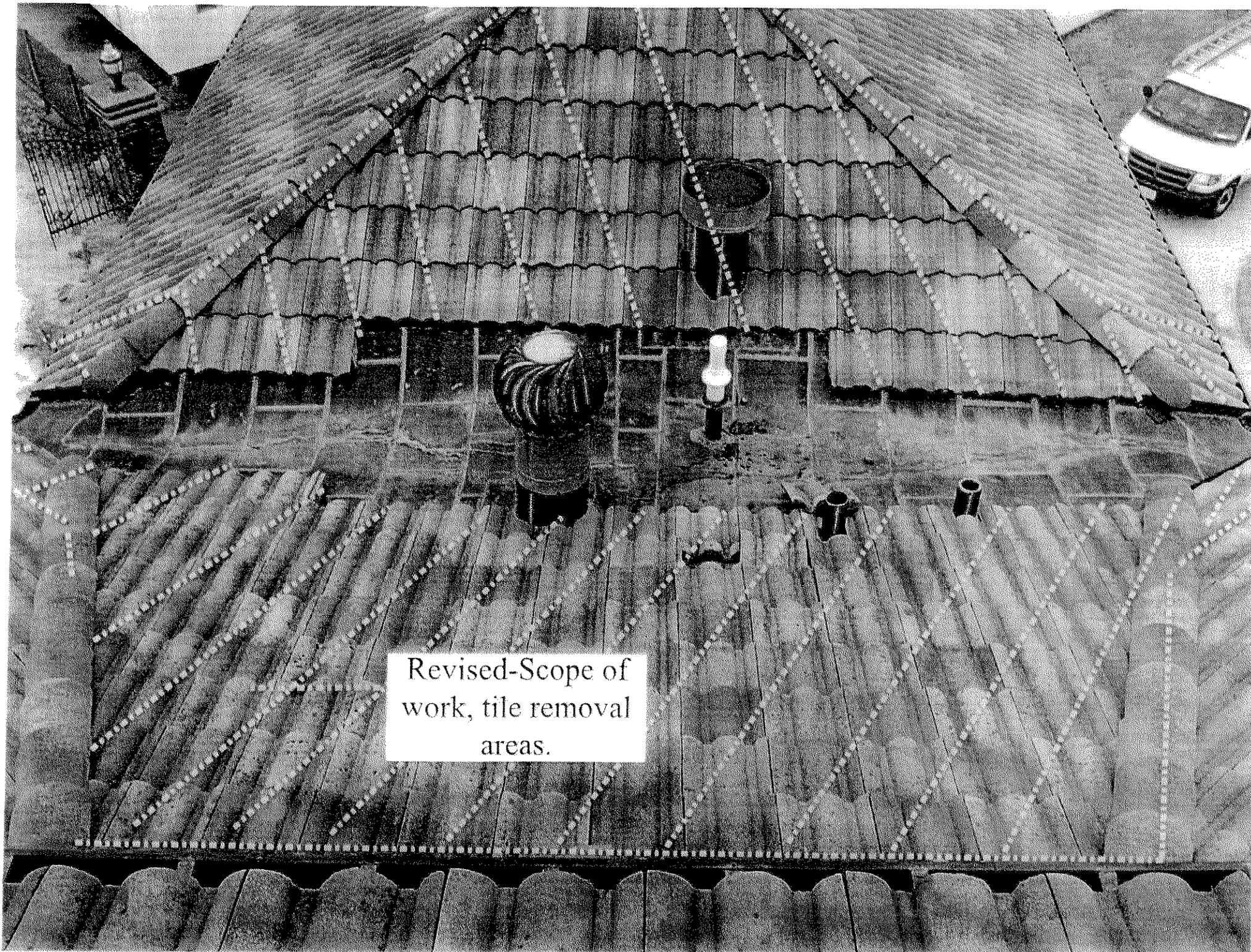
TYPICAL
REPAIR
AREA
(TILE RFR)

TYPICAL AREA
(ONE OF FOUR)

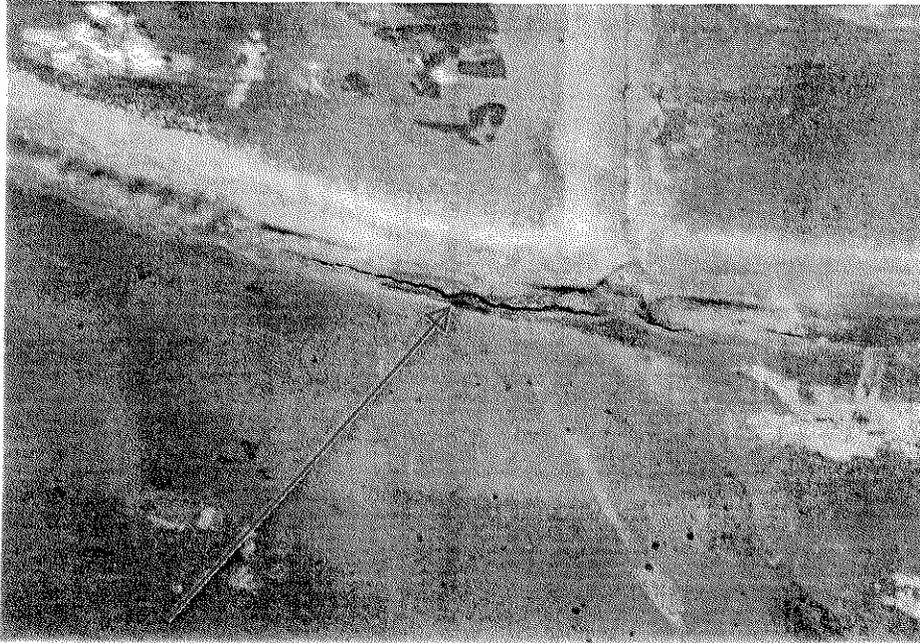
06-06-11
DSW

REVISION
DATE 02/04
DRAWN BY
PROJECT

PHOTOGRAPHS

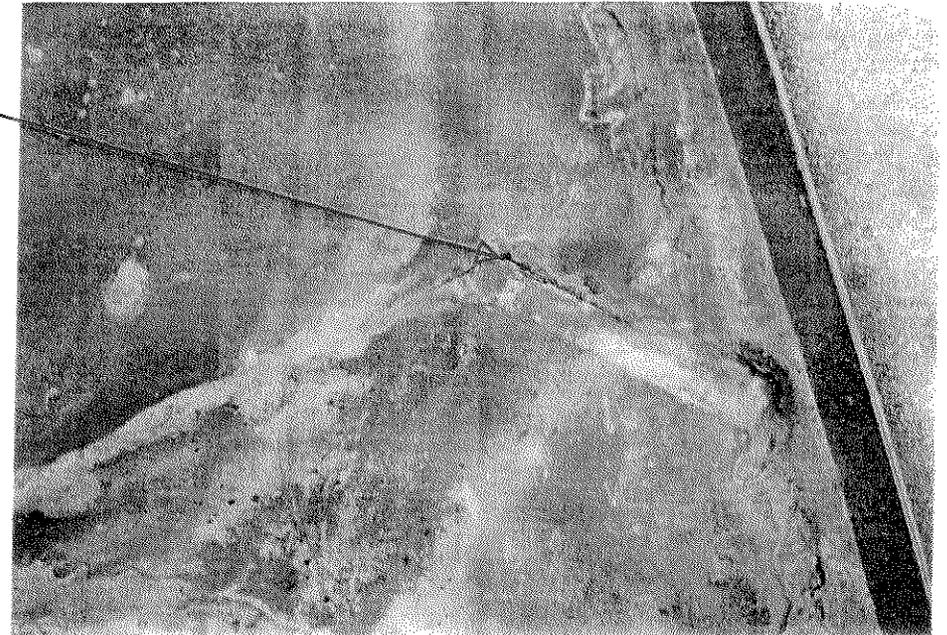
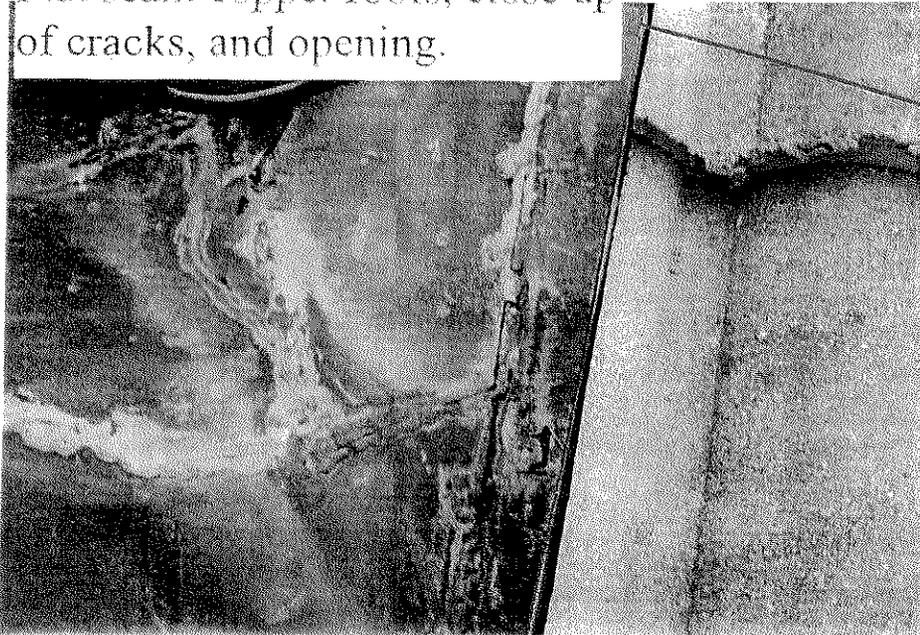


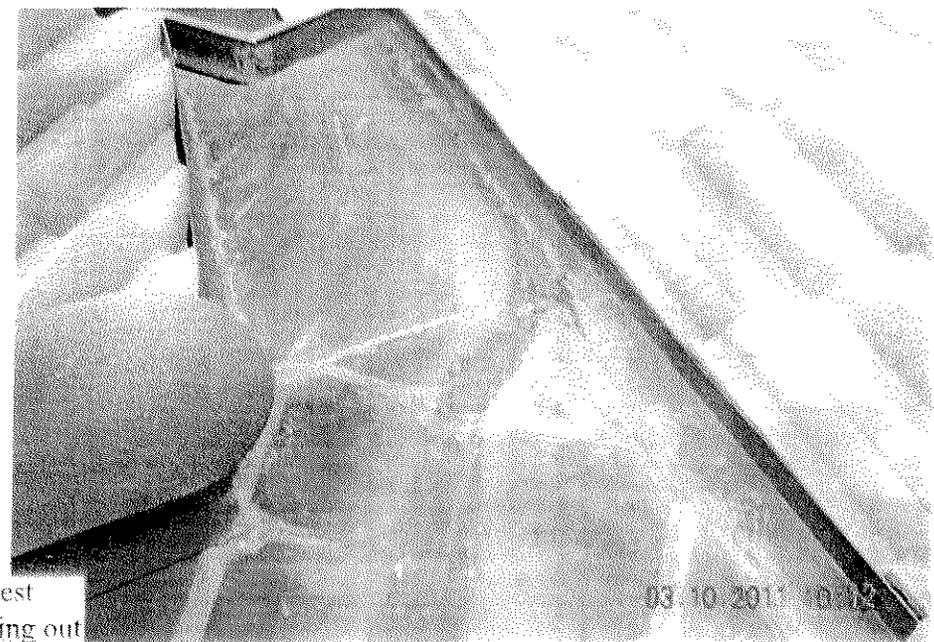
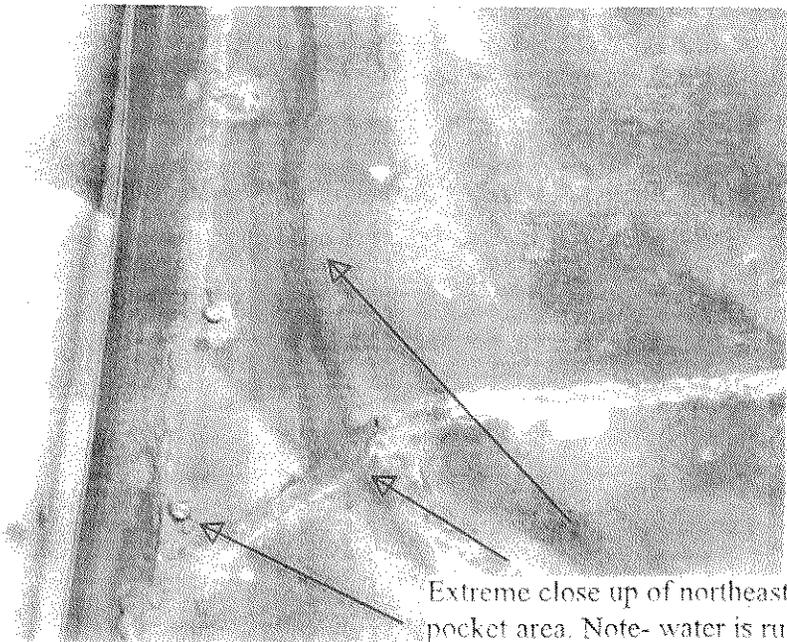
Revised-Scope of
work, tile removal
areas.



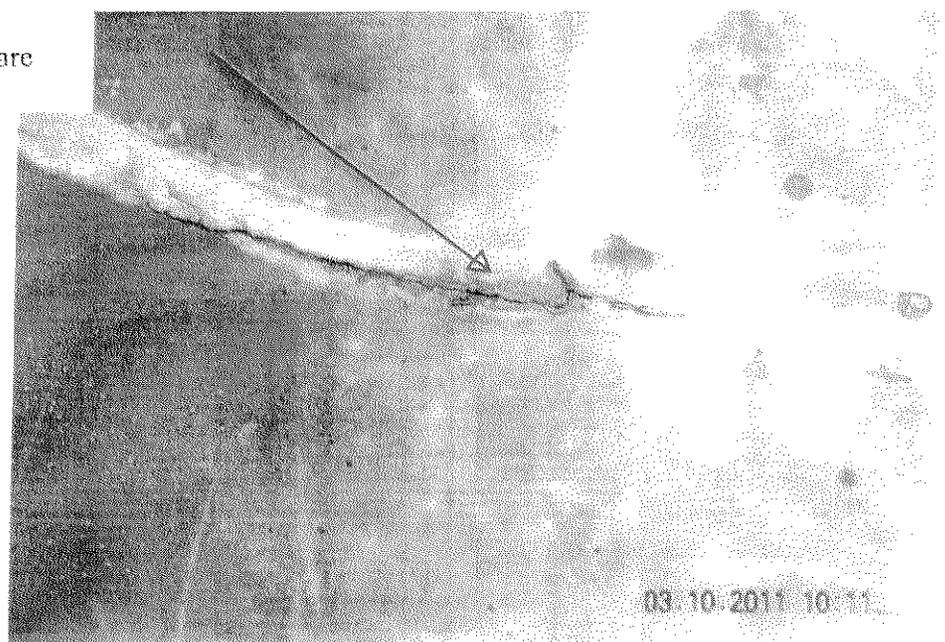
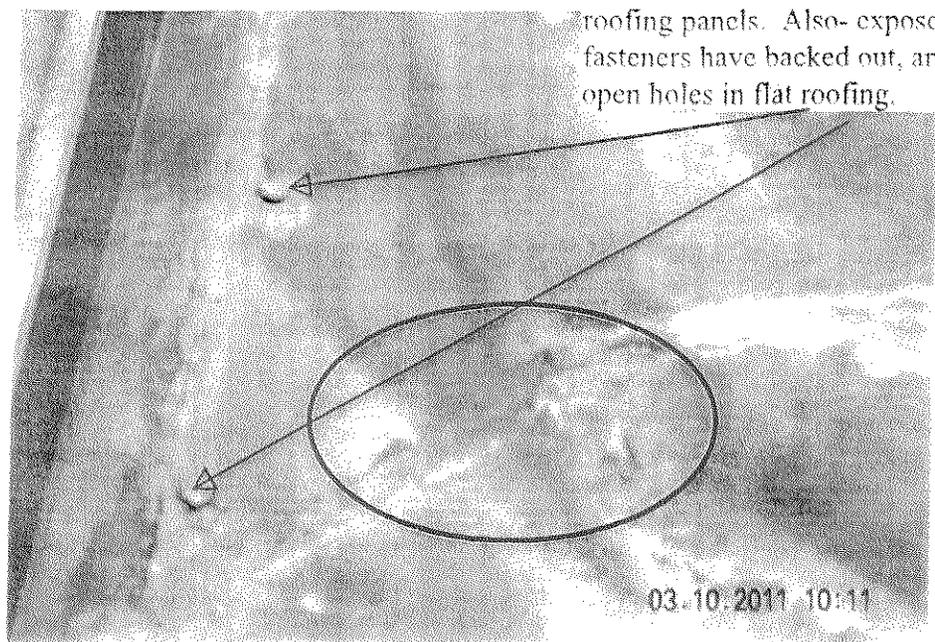
Waste vent flashing, Northwest corner. Note arrow- flashing insufficiently covers lower roof tile.

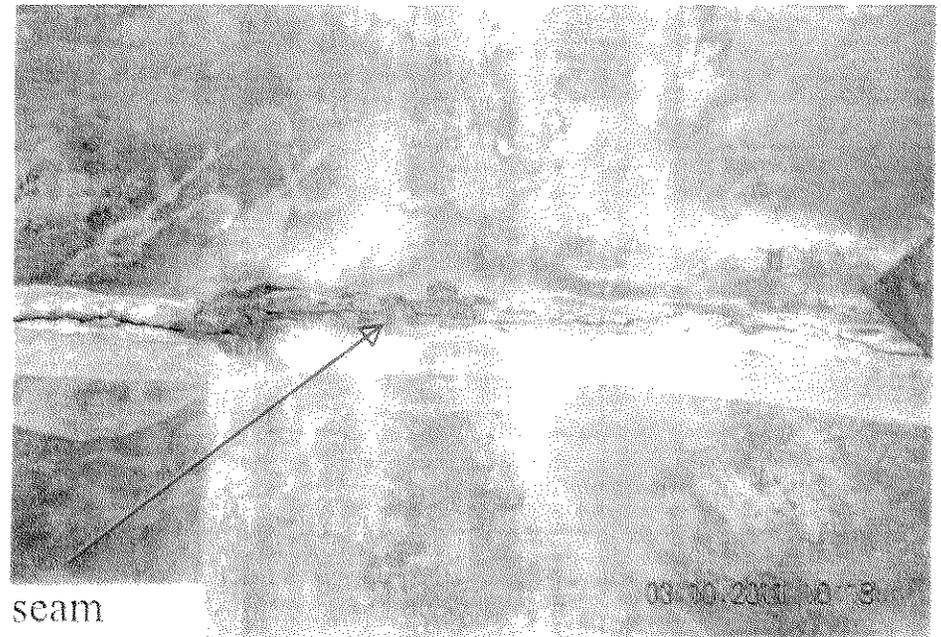
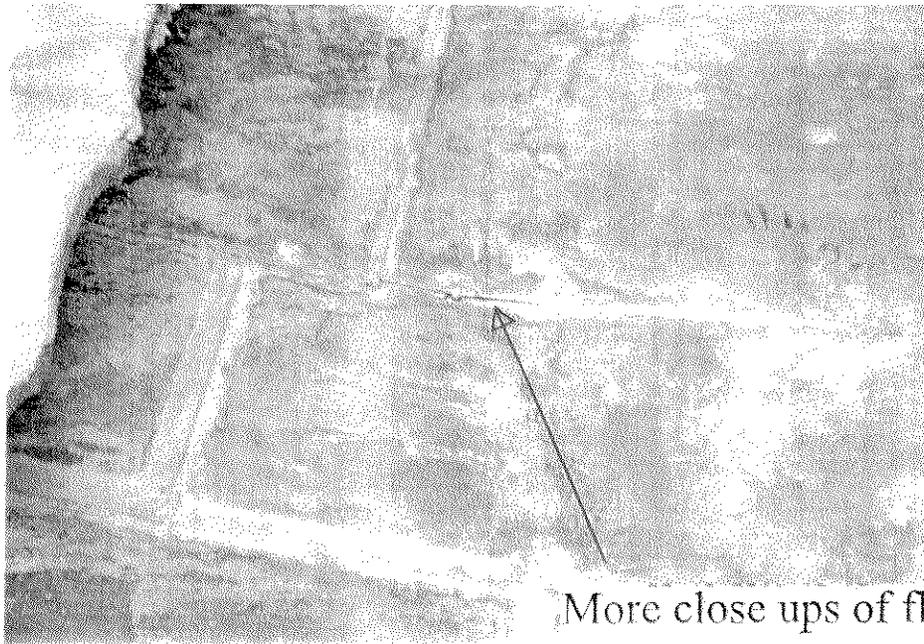
Flat seam copper roofs, close up of cracks, and opening.



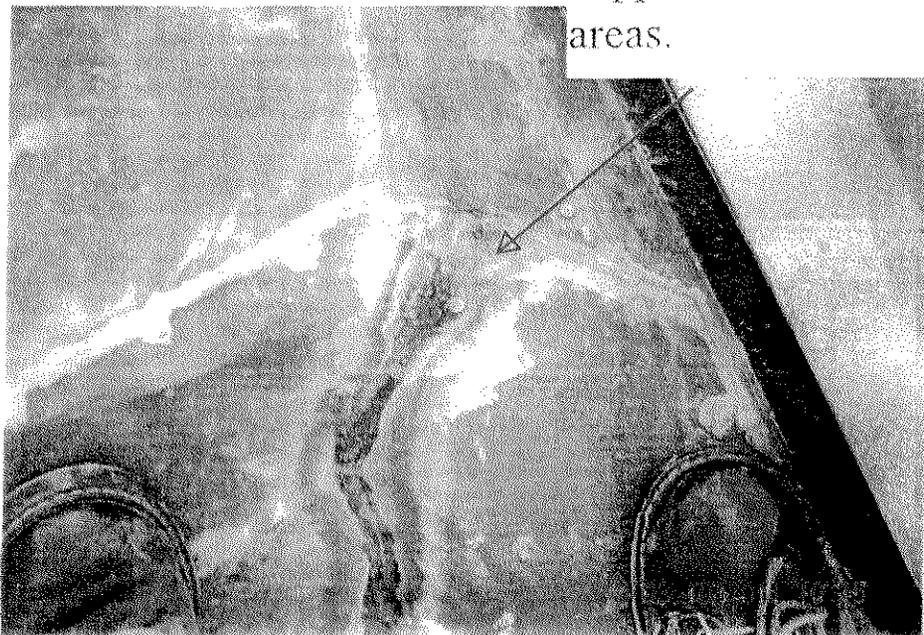


Extreme close up of northeast west pocket area. Note- water is running out of cracked seam, from underneath flat roofing panels. Also- exposed fasteners have backed out, and are open holes in flat roofing.



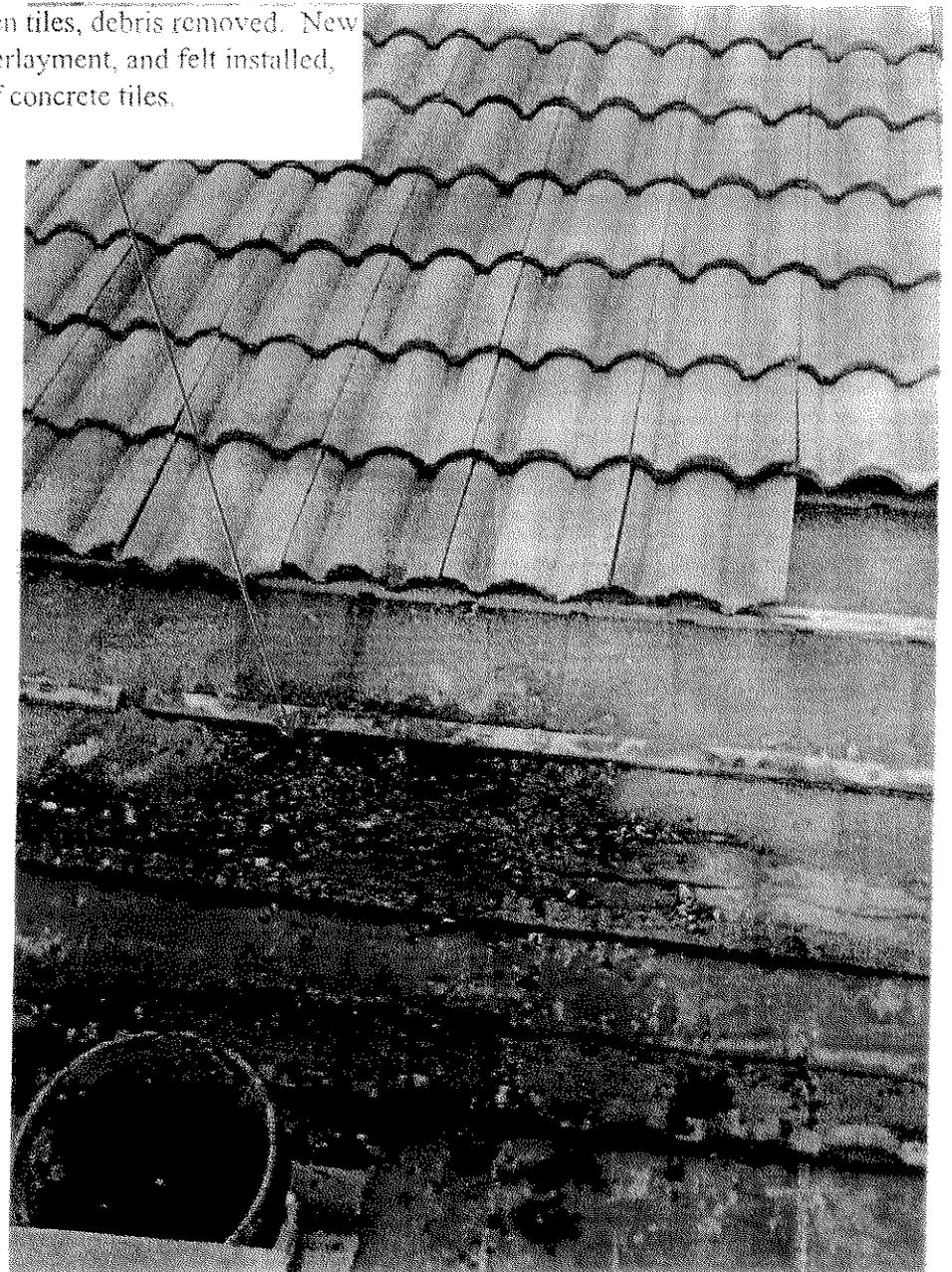
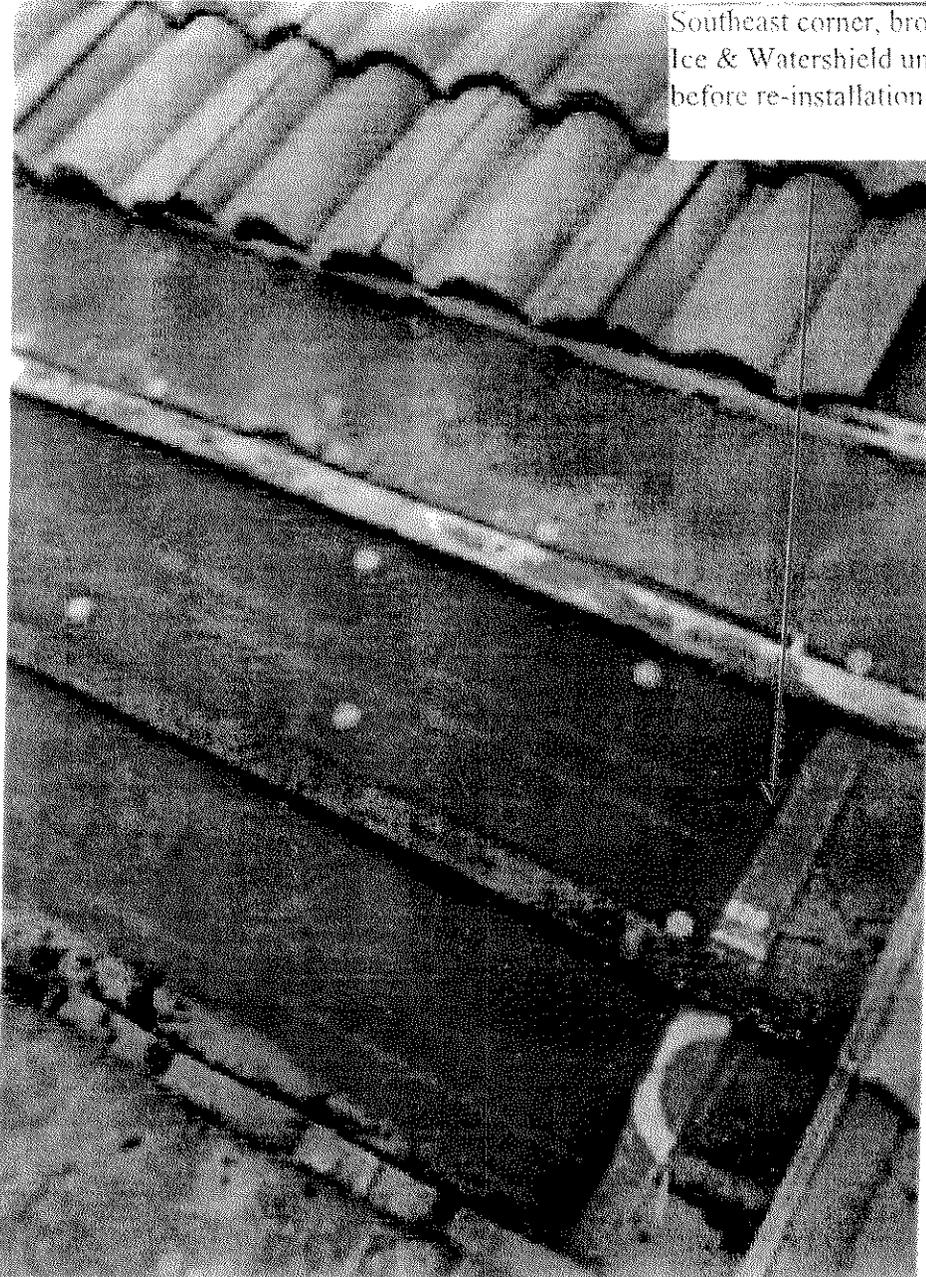


More close ups of flat seam copper roof cracks, and leaking areas.



(EXAMPLE OF ROOFING SYSTEM)

Southeast corner, broken tiles, debris removed. New Ice & Watershield underlayment, and felt installed, before re-installation of concrete tiles.



**PREVAILING WAGE RATE
SCHEDULE**

ISSUE DATE: 6/14/2011

PROJECT:

RIVIERA ROOF COOPER VALLEYS REPLACEMENT
LAKE GENEVA CITY, WALWORTH COUNTY, WI
Determination No. 201102260 [Owner Project No. GBG-11-01]

PROJECT OWNER:

DANIEL WINKLER, DIRECTOR OF PUBLIC WORKS
CITY OF LAKE GENEVA
361 WEST MAIN STREET
PO BOX 187
LAKE GENEVA, WI 53147

REQUESTER:

DANIEL WINKLER, DIRECTOR OF PUBLIC WORKS
CITY OF LAKE GENEVA
361 WEST MAIN STREET
PO BOX 187
LAKE GENEVA, WI 53147

ADDITIONAL CONTACT:

DENNIS JORDAN, CITY ADMINISTRATOR
CITY OF LAKE GENEVA
626 GENEVA ST
PO BOX 340
LAKE GENEVA, WI 5314

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: <http://dwd.wisconsin.gov/er/>

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 6/14/2011

DETERMINATION NUMBER: 201102260

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2011. If NOT, You MUST Reapply.

PROJECT NAME: RIVIERA ROOF COOPER VALLEYS REPLACEMENT
PROJECT NO: GBG-11-01

PROJECT LOCATION: LAKE GENEVA CITY, WALWORTH COUNTY, WI

CONTRACTING AGENCY: CITY OF LAKE GENEVA

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.
ELECTRONIC CERTIFIED: PAYROLL REPORTS:	Every contractor working on this project MUST file monthly certified payroll reports in an electronic format that meets the Wisconsin Department of Workforce Development's reporting requirements. These certified payroll reports must be filed by the 7th of the month following the month in which the contractor performed work on this project at the following website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm .

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on **the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "**PREVAILING HOURS OF LABOR**" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	31.38	16.53	47.91
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason	31.24	17.09	48.33
104	Cabinet Installer	28.31	14.91	43.22
105	Carpenter	28.31	14.91	43.22
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$2.65 on 6/6/11	31.68	18.41	50.09
107	Cement Finisher Future Increase(s): Add \$1.83 05/30/2011	32.32	16.73	49.05
108	Drywall Taper or Finisher	28.17	15.39	43.56
109	Electrician	31.10	17.84	48.94
110	Elevator Constructor	47.86	20.58	68.44
111	Fence Erector	22.50	3.65	26.15
112	Fire Sprinkler Fitter	36.82	17.79	54.61
113	Glazier Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.15/hr on 6/1/2012.	32.25	15.94	48.19
114	Heat or Frost Insulator	33.28	22.51	55.79
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker	35.00	28.02	63.02
117	Lather	28.31	14.91	43.22
118	Line Constructor (Electrical)	35.26	19.04	54.30
119	Marble Finisher	29.40	14.31	43.71
120	Marble Mason	31.24	17.09	48.33

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
121	Metal Building Erector	23.30	0.00	23.30
122	Millwright	30.66	14.26	44.92
123	Overhead Door Installer	17.25	3.00	20.25
124	Painter Future Increase(s): Add \$2.10/hr on 6/1/2011; Add \$2.20/hr on 6/1/2012. Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	28.47	16.74	45.21
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftzman; Add \$.75/hr for Sheet Piling Loftzman.	25.33	23.76	49.09
127	Pipeline Fuser or Welder (Gas or Utility)	29.85	17.34	47.19
129	Plasterer	28.29	16.42	44.71
130	Plumber	35.93	15.75	51.68
132	Refrigeration Mechanic	33.76	17.94	51.70
133	Roofer or Waterproofer	28.85	14.60	43.45
134	Sheet Metal Worker	32.15	15.97	48.12
135	Steamfitter	33.76	17.99	51.75
137	Teledata Technician or Installer	25.61	6.60	32.21
138	Temperature Control Installer	34.41	17.59	52.00
139	Terrazzo Finisher	29.40	14.31	43.71
140	Terrazzo Mechanic	29.40	14.31	43.71
141	Tile Finisher	15.05	5.48	20.53
142	Tile Setter	29.95	16.20	46.15
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.95 06/06/2011	34.30	15.47	49.77
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22

Fringe Benefits Must Be Paid On <u>All Hours Worked</u>		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
146	Well Driller or Pump Installer Future Increase(s): Add \$1.60/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	24.22	14.80	39.02
147	Siding Installer	36.60	15.48	52.08
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All Hours Worked</u>		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.32	16.05	47.37
203	Three or More Axle	17.03	12.89	29.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.03	12.89	29.92

LABORERS

Fringe Benefits Must Be Paid On <u>All Hours Worked</u>		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer	23.43	13.10	36.53
302	Asbestos Abatement Worker	16.00	7.35	23.35
303	Landscaper	23.34	5.94	29.28
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water) Future Increase(s): Add \$1.00/hr. on 6/1/2011	18.84	11.65	30.49

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09
314	Railroad Track Laborer	12.50	3.20	15.70

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	35.56	15.07	50.63
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.02	16.75	48.77
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	32.32	16.75	49.07

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for friction crane, lattice boom or crane certification (CCO). On Sunday & holidays, pay two times the hourly basic rate.	37.45	19.45	56.90
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	33.35	19.33	52.68
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$2.10/hr on 6/1/11 Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater. On Sunday & holidays, pay two times the hourly basic rate.	38.06	18.10	56.16

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$2.10/hr on 6/1/2011. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. On Sunday & holidays, pay two times the hourly basic rate.	37.56	18.10	55.66
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screen; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	32.05	19.24	51.29
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	18.00	2.41	20.41
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.82	17.96	47.78

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/11. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	29.44	18.10	47.54
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 6/1/2011.	30.21	16.85	47.06
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 2/1/11.	24.39	15.45	39.84

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	31.24	17.09	48.33
105	Carpenter	31.38	16.03	47.41
107	Cement Finisher	24.00	18.63	42.63
109	Electrician	32.53	17.93	50.46
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	19.04	54.30
125	Pavement Marking Operator	25.65	13.10	38.75
126	Piledriver Future Increase(s): Add \$2.65/hr on 6/6/11. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen.	28.11	23.76	51.87
130	Plumber	34.45	15.50	49.95
135	Steamfitter	31.65	15.04	46.69
137	Teledata Technician or Installer	25.61	6.60	32.21
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	27.66	0.00	27.66
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.00	8.50	25.50
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.44	0.00	25.44
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	17.41	9.80	27.21

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	31.32	16.05	47.37
203	Three or More Axle	17.03	12.89	29.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	17.03	12.89	29.92

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.45/hr on 6/06/2011 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for 0-15 lbs. compressed air; Add \$2.00 for 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.58	12.89	38.47
303	Landscaper	23.34	5.94	29.28
304	Flagperson or Traffic Control Person	21.40	13.11	34.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.50	0.00	12.50
314	Railroad Track Laborer	12.50	3.20	15.70

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	33.59	17.75	51.34
522	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).</p> <p>Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.</p>	32.81	17.75	50.56
523	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	31.89	17.96	49.85

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	29.81	17.60	47.41
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler. Future Increase(s): Add \$1.90/hr on 6/6/2011; Add \$2.05/hr on 6/4/2012. Premium Increase(s): Add \$.25/hr for operating tower crane. On Sunday & holidays, pay two times the hourly basic rate except pump/generator operators when employed on non-productive projects.	29.41	17.75	47.16
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89

530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89
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LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	31.24	17.09	48.33
105	Carpenter	29.81	15.68	45.49
107	Cement Finisher	29.72	15.23	44.95
109	Electrician	31.10	21.02	52.12
111	Fence Erector	22.50	3.65	26.15
116	Ironworker	31.31	21.79	53.10
118	Line Constructor (Electrical)	35.26	19.04	54.30
124	Painter	27.82	15.39	43.21
125	Pavement Marking Operator	23.46	9.45	32.91
126	Piledriver	25.33	21.16	46.49
133	Roofer or Waterproofer	28.85	13.60	42.45
137	Teledata Technician or Installer	25.61	6.60	32.21
143	Tuckpointer, Caulker or Cleaner	33.35	14.47	47.82
144	Underwater Diver (Except on Great Lakes)	32.31	14.91	47.22
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.88	13.71	40.59
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.21	14.12	42.33
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.68	16.24	40.92
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	22.92	11.87	34.79
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	29.06	15.39	44.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
201	Single Axle or Two Axle	21.42	5.62	27.04

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
203	Three or More Axle	17.03	12.89	29.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.89	17.96	49.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	21.42	5.62	27.04
207	Truck Mechanic	17.03	12.89	29.92

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2011; Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	25.87	12.90	38.77
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/11; Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Increase(s): "Airport Pavement or State Highway Construction" project type only, add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	21.97	17.68	39.65
304	Flagperson or Traffic Control Person	17.19	15.32	32.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	15.00	3.09	18.09

314	Railroad Track Laborer	12.50	3.20	15.70
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**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	16.96	48.93
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.57	18.10	50.67

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.85/hr on 5/31/2011.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.</p>	32.32	16.75	49.07
544	<p>Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.</p> <p>Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).</p>	31.81	18.10	49.91

Fringe Benefits Must Be Paid On All Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.85/hr on 5/31/2011. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	30.97	16.75	47.72
546	Fiber Optic Cable Equipment.	22.79	15.30	38.09
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	35.05	18.08	53.13
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	35.05	18.08	53.13
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	32.20	18.69	50.89
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	32.20	18.69	50.89

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On All Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	31.97	17.35	49.32

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	30.42	17.05	47.47
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate. For "Airport Pavement or State Highway Construction" project type only, add \$1.50/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.07	18.10	50.17

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.95/hr on 6/1/11; Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Increase(s): On Sunday & holidays, pay two times the hourly basic rate.	31.52	17.75	49.27
556	Fiber Optic Cable Equipment.	22.79	15.30	38.09

***** END OF RATES *****

Department of Workforce Development
 Equal Rights Division
 P.O. Box 8928
 Madison, WI 53708-8928
 Telephone: (608) 266-6860
 Fax: (608) 267-4592
 TTY: (608) 264-8752



State of Wisconsin
 Department of Workforce Development
 Scott Walker, Governor
 Manny Perez, Secretary
 John P. Conway, Division Administrator

The documents following the Prevailing Wage Rate Determination consist of 14 pages of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
16056	Post the White Sheet	Contracting agency	1
16770	Substance Abuse Prevention on Public Works and Publicly Funded Projects, §103.503, Wis. Stats.	All contractors working on public works and publicly funded private construction projects	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
	Prevailing Wage - Contractors	Explanation of contractor responsibilities	2

04/29/11

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Disclaimer

Employers performing work on public works and publicly funded private construction projects in Wisconsin are required to have a written substance abuse testing program in place. The provisions of this requirement are contained in Sec. 103.503, Wis. Stats. The Department of Workforce Development is neither responsible for enforcement of this law nor authorized to answer questions concerning its provisions. For legal advice on complying with Sec. 103.503, Wis. Stats., you may wish to consult with a private attorney.

103.503 Substance abuse prevention on public works and publicly funded projects. (1) DEFINITIONS. In this section:

(a) "Accident" means an incident caused, contributed to, or otherwise involving an employee that resulted or could have resulted in death, personal injury, or property damage and that occurred while the employee was performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(b) "Alcohol" has the meaning given in s. 340.01 (1q).

(c) "Contracting agency" means a local governmental unit, as defined in s. 66.0903 (1) (d), a state agency, as defined in s. 103.49 (1) (f), or an owner or developer under s. 66.0904 that has contracted for the performance of work on a project.

(d) "Drug" means any controlled substance, as defined in s. 961.01 (4), or controlled substance analog, as defined in s. 961.01 (4m), for which testing is required by an employer under its substance abuse prevention program under this section.

(e) "Employee" means a laborer, worker, mechanic, or truck driver who performs the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project.

(f) "Employer" means a contractor, subcontractor, or agent of a contractor or subcontractor that performs work on a project.

(g) "Project" means a project of public works that is subject to s. 66.0903 or 103.49 or a publicly funded private construction project that is subject to s. 66.0904.

(2) **SUBSTANCE ABUSE PROHIBITED.** No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project. An employee is considered to be under the influence of alcohol for purposes of this subsection if he or she has an alcohol concentration that is equal to or greater than the amount specified in s. 885.235 (1g) (d).

(3) **SUBSTANCE ABUSE PREVENTION PROGRAMS REQUIRED.** (a) Before an employer may commence work on a project, the employer shall have in place a written program for the prevention of substance abuse among its employees. At a minimum, the program shall include all of the following:

1. A prohibition against the actions or conditions specified in sub. (2).

2. A requirement that employees performing the work described in s. 66.0903 (4), 66.0904 (3), or 103.49 (2m) on a project submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on a project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the project.

3. A procedure for notifying an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a project until he or she meets the conditions specified in sub. (4) (b) 1. and 2.

(b) Each employer shall be responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(4) **EMPLOYEE ACCESS TO PROJECT.** (a) No employer may permit an employee who violates sub. (2), who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under sub. (3) to perform work on a project until he or she meets the conditions specified in par. (b) 1. and 2. An employer shall immediately remove an employee from work on a project if any of the following occurs:

1. The employee violates sub. (2), tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.

2. An officer or employee of the contracting agency has a reasonable suspicion that the employee is in violation of sub. (2) and requests the employer to immediately remove the employee from work on the project.

(b) An employee who is barred or removed from work on a project under par. (a) may commence or return to work on the project upon his or her employer providing to the contracting agency documentation showing all of the following:

1. That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in sub. (2).

2. That the employee has been approved to commence or return to work on the project in accordance with the employer's substance abuse prevention program.

(c) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens shall be conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the substance abuse and mental health services administration of the federal department of health and human services.

(5) **LOCAL ORDINANCES; STRICT CONFORMITY REQUIRED.** A local governmental unit, as defined in s. 66.0903 (1) (d), may enact an ordinance regulating the conduct regulated under this section only if the ordinance strictly conforms to this section.

History: 2005 a. 181; 2009 a. 28.

**Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development**

May 1, 2011

This list has been prepared in accordance with the provisions of s. 66.0903(12), s. 66.0904(10) and s. 103.49(7), Stats. and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project or publicly funded private construction project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Custom Heating & Air LLC	283 Tony Lane Green Bay, WI 54304	12/1/06	11/30/09	1, 2 and 4	2003- 2004	None
D. C. Nevels Trucking, Inc. or D. C. Nevels Trucking	3246 North Sherman Blvd. Milwaukee, WI 53216	6/1/05	5/31/08	1, 2 and 4	2000- 2002	None
Joseph Stoller Company	N8426 Hwy 42 Algoma, WI 54201	2/1/2007	1/31/2010	1 and 2	2004 and 2005	None
Keiver, David	See Custom Heating & Air LLC	12/1/06	11/30/09	1, 2 and 4	2003 and 2004	None
Nevels, Betty	See D. C. Nevels Trucking, Inc.					
Nevels, Donald	See D. C. Nevels Trucking, Inc.					
Ofstie, Darin	See Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Stoller Enterprises LLC	N8426 Hwy 42 Algoma, WI 54201-9552	2/1/2007	1/31/2010	1 and 2	2005 to 2006	None
Stoller, Joseph	See Joseph Stoller Company					
Stoller, Patrick J.	See Stoller Enterprises LLC					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes]

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of)	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name		
	DWD Determination Number	Project Number (if applicable)	
	Date Determination Issued	Date of Subcontract	
	Awarding Contractor		
	Date Work Completed		

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes). The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County		City, Village or Town	
DWD Project Determination Number		Project Number (if applicable)	
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.		b.	
c.		d.	
3. Employer Name (Print)		Requester Name (Print)	
Address		City	State
Telephone Number ()		Requester Title	
Email address (if you prefer to receive your response via email)		Fax Number (if you prefer to receive your response via fax) ()	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journey person prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-0310 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752



State of Wisconsin
Department of Workforce Development
Scott Walker, Governor
Manny Perez, Secretary
John P. Conway, Division Administrator

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost of at least \$25,000 requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Effective January 1, 2010, a local governmental unit or state agency that has a public works project of \$25,000 or more must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Tell contractors they must provide DWD certified payroll records monthly in a format that meets DWD reporting requirements.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)

- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project is at least \$25,000, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance.

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit.

For more information, please visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, please call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752



State of Wisconsin
Department of Workforce Development
Scott Walker, Governor
Manny Perez, Secretary
John P. Conway, Division Administrator

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost of at least \$25,000 requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for each of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors include §66.0903, Wis. Stats. and §66.0904, Wis. Stats. The prevailing wage law that applies to state agencies and their contractors is §103.49, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Effective January 1, 2010, any contractor or subcontractor working on a local governmental unit or state agency's public works project of \$25,000 or more must do all of the following:

- Provide DWD certified payroll records monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm
- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."

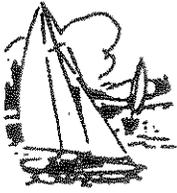
- Notify project subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.

If a contractor or subcontractor is working on a prevailing wage project that started prior to January 1, 2010 and work on that project continues into 2010, the contractor or subcontractor must do the following:

- Effective January 1, 2010 and each month thereafter, file certified payroll records with DWD monthly in an electronic format that meets DWD reporting requirements by the 7th day of the month following a month in which the work was conducted. These payroll records must be uploaded to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/cpr.htm

Finally, a new prevailing wage law (§66.0904, Stats.) that affects local governmental units requires that the prevailing wage applies to publicly funded private construction projects that receive at least \$1,000,000 in direct financial assistance from the local governmental unit. Again, there are provisions in this statute that apply to contractors and subcontractors.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, please call the Equal Rights Division at 608-266-6860 and ask for prevailing wage.



LAKE GENEVA UTILITY COMMISSION

Daniel S. Winkler, P.E.
Director of Public Works & Utilities



Birdell Brellenthin
Utility Commission President

Kent Wiedenhoeft
Water Superintendent

Scott Tesmer
Wastewater Superintendent

361 Main Street • P.O. Box 187 • Lake Geneva, WI 53147 • Phone (262) 248-2311 • Fax (262) 248-0589

DATE: July 19, 2011

MEMORANDUM

TO: Chairman Bill Mott & Members of the Public Works Committee

FROM: Daniel S. Winkler, P.E. 
Director of Public Works & Utilities

SUBJECT: July 21, 2011 Public Works Committee Meeting Agenda Explanation

The Public Works Committee is scheduled to meet at **6:00 PM** at City Hall.

Members in attendance:

Chairman Bill Mott _____
Alderman Ellyn Kehoe _____
Alderman Arleen Krohn _____
Alderman Tom Hartz _____
Alderman Frank Marsala _____
Public in attendance: _____

Staff Present:

City Administrator Dennis Jordan _____
Director Daniel Winkler (DPW) _____
Ron Carstensen (Street Supt.) _____
Mayor Jim Connors: _____
Other: _____

Approval of the Minutes of the Prior (May 2011) Meeting:

Motion to approve by _____, Second by _____ . Passed _____.

Public Comments:

Communications:

None.

Agenda Items:

1. Cook Street, Street Lighting Bids – Discussion/Recommendation.
2. Main Street Traffic Signal Improvement – Crispell Snyder Proposal Recommendation.
3. USH 12 and STH 120 Interchange Sidewalk Maintenance Agreement – Discussion/Recommendation.
4. Crosswalk Protection Devices in Downtown – Discussion/Recommendation.
5. North Broad Street Lighting Replacements - Discussion.
6. Beach Sand Dredging/Addition Project – Discussion/Recommendation.
7. Hand Dryers to Replace Paper Toweling in City Bathroom Facilities - Discussion.
8. 14' Wide Flex Mower Bids for Hillmoor and Other Large Areas - Recommendation.
9. Volleyball Court Staff Recommendation – Discussion/Recommendation.
10. Broad Street Crosswalk by Simple Restaurant – Discussion.

Agenda Item No. 1- Cook Street, Street Lighting Bids – Discussion/Recommendation.

Bids were opened on July 20th for the street lighting work on Cook Street. The results were:

<u>CONTRACTOR</u>	<u>CITY/STATE</u>	<u>BID AMOUNT</u>
Geneva Lakes Electric	Lake Geneva, WI	\$ 6,840.00
Outdoor Lighting Construction	Milwaukee, WI	\$12,750.00
Steiner Electric	Elk Grove, IL	No Bid
Pieper Electric	Franklin, WI	No Bid

The low bid was from Geneva Lakes Electric of Lake Geneva in the amount of \$6,840.00. Due to the small size of project and the low bidder being a local contractor, the Geneva Lakes Electric bid was lower. It is recommended to award to the low bidder.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 2- Main Street Traffic Signal Improvement – Crispell Snyder Proposal Recommendation.

As a follow up to the traffic signal upgrades and possible traffic signal installation at Cook and Main Streets, staff has obtained an engineering proposal from Crispell-Snyder to provide design services for the project. The scope includes everything needed including an analysis of signal operations to optimize them, and plans and specifications to bid the work. The cost to provide total design services for everything but Cook Street is not-to-exceed \$67,000, and the cost for a new Cook & Main Street traffic signal design for bidding would be not-to-exceed \$18,000.

The question is whether the PWC wishes to upgrade the existing signals downtown or not while TIF #4 funds are available, and if they wish to install a new signal at Cook & Main Streets. Direction is requested.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 3- USH 12 and STH 120 Interchange Sidewalk Maintenance Agreement – Discussion/Recommendation.

The WDOT is designing the down ramps for USH 12 to include the roundabouts. The project may go forward in about 2 or 3 years. There has been discussion regarding sidewalks and the DPW has provided a revised memorandum and a WDOT maintenance agreement for sidewalks for discussion purposes. Sidewalk to the Showboat Theatres does get a pathway beyond USH 12 east and close to a potential future connection to the Grand Geneva.

Direction is requested.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 4 - Crosswalk Protection Devices in Downtown – Discussion/Recommendation.

The DPW has spoken with TAPCO and hopes to have the rapid fire flasher on hand for the meeting. Pricing for the installation of this very effective device is attached. Direction is requested.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 5– North Broad Street Lighting Replacements - Discussion.

Street Superintendent Carstensen has brought up the need to consider doing something with the old light poles running up Broad Street from Geneva Street to North Street. A map is attached. The count is 29 old square box fixtures on aluminum poles and concrete raised bases, and 3 Alliant wood poles with cobra head mast arms at the intersection of North and Broad Streets. At a minimum, we should consider repairs to the conduit and replacement of the wiring throughout, straightening the poles, and installing new more energy efficient and attractive lighting fixtures. As far as the 3 lights at North and Broad Streets, those poles should probably be replaced to match the rest of the lights along the corridor. Depending upon the replacement fixture selected, the cost to adjust the existing pole bases, and the cost to repair the conduit and rewire everything, the system work could run as much as \$100,000.

If we replace all 32 lights with ornamental antique lights similar to the rest of the downtown, all concrete bases would have to be replaced as well as the wiring. One of the new ornamental poles delivered is about \$7,000 plus concrete base, plus assembly. The cost per pole may be as high as \$9,000 complete. Performing the math, the project cost could be as much as \$350,000 if the existing poles are replaced with all new ornamentals, including all new wiring and site work.

Direction is requested.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 6 – Beach Sand Dredging/Addition Project – Discussion/Recommendation.

The beach is redredged every 4 to 5 years to recover sand that sloughs into the lake. It has been around 5 years since the last time this work was done. A proposal has been obtained from Crispell to develop plans and specifications for this project. The design is not to exceed \$6,000 which includes permitting, and another \$6,000 to stake out the lake and oversee the work. The project is usually done first thing in the spring.

It is recommended to arrange for the dredging before winter so we can proceed with bids in February of next year.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 7 – Hand Dryers to Replace Paper Toweling in City Bathroom Facilities - Discussion.

Street Superintendent Carstensen has provided pricing to replace the paper towel dispensers throughout our park system with the more cost effective hand dryers. For 20 units purchased through Elkhorn Chemical at \$337.00 each, it would cost \$6,754.00 plus electrical installation by our City electrician. A second bid from UnoClean of Elgin, IL quoted the units would at \$354.85 each. Funding source is up for discussion and direction is requested. We would recommend the Elkhorn Chemical low bid if we proceed. With the annual savings in paper toweling costs, we estimate the hand-dryer capital cost would be recaptured in 2 to 3 years. This excludes the handling and disposal of used toweling.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 8 – 14’ Wide Flex Mower Bids for Hillmoor and Other Large Areas - Recommendation.
 Street Superintendent Carstensen has obtained some bid quotations for a 14’ pull behind flex mower that may be able to better navigate the uneven ground at the former Hillmoor Golf Course site. The pricing is as follows:

<u>COOMPANY</u>	<u>CITY/STATE</u>	<u>BRAND/MODEL</u>	<u>BID AMOUNT</u>
Hwy C Service	Kenosha, WI	Rhino TX135A	\$13,560.00
Reinders	Elm Grove, WI	Progressive TD-65	\$18,711.00

In addition we priced out two 52” cut grandstand or stand up mowers. These mowers would be used in tight places and in the proposed Hillmoor area including the dog park. The low bid was \$6,140.00 for the 2010 Toro Model No. 74539 mower. Total cost would be \$25,840.

Funding will come from the approved 2011 CIP budget where \$18,000 was earmarked for mowers. It is recommended to approve the Rhino TX135A (\$13,560) and 2 Toro #74639 mowers (\$12,280) for a total of \$25,840.00.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 9 – Volleyball Court Staff Recommendation – Discussion/Recommendation.

Staff visited the Veterans Park potential site for volleyball and has spoken with Mr. Peyer of the YMCA regarding the project. The DPW’s plan sheet and some details of the installation are provided for consideration. According to the YMCA, they have volunteer contractors to do everything if the project is approved. The YMCA will also be responsible for the maintenance. The objective is to build the volleyball courts by the end of the year or very early next year if the PWC and Council approve of the improvements.

Motion to _____ by _____, Second by _____. Passed _____.

Agenda Item No. 10 – Broad Street Crosswalk by Simple Restaurant – Discussion.

Alderman O’Neill asked the question regarding the crosswalk and a handicapped ramp by Bruno’s Liquor store. Unless the PWC feels otherwise, the additional ramp will be installed this fall with the street maintenance program.

Direction is requested.

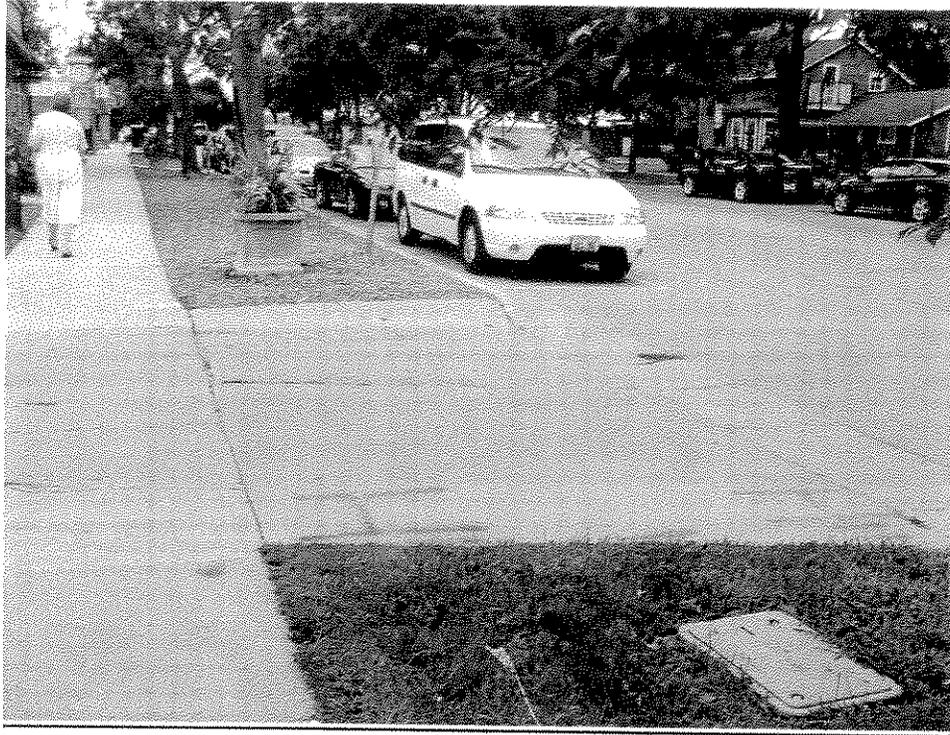
Motion to _____ by _____, Second by _____. Passed _____.

Motion to Adjourn:

Motion to adjourn by _____, seconded by _____. Passed _____.

Cc: Mayor Jim Connors/Dennis Jordan/Jeremy Reale/Common Council Members not on Committee/File

PROJECT MANUAL & AGREEMENT



PROJECT: COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01

OWNER: CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WISCONSIN 53147

ENGINEER: Daniel S. Winkler, P.E.
CITY OF LAKE GENEVA &
THE LAKE GENEVA UTILITY COMMISSION
LAKE GENEVA, WI 53147
(T) (262) 248-2311
(F) (262) 248-0589
E-mail: lgwater@genevaonline.com

Bid Opening: July 20, 2011 10:00 AM
City Hall, 626 Geneva Street
Lake Geneva, WI

**CITY OF LAKE GENEVA
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COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01**

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OFFICIAL NOTICE TO BIDDERS

**CITY OF LAKE GENEVA
NOTICE TO BIDDERS
COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01**

OFFICIAL NOTICE TO BIDDERS

Sealed proposals will be accepted by the City of Lake Geneva in the City Clerk's office at 626 Geneva Street, Lake Geneva, until **Wednesday July 20, 2011 at 10:00 A.M.** to assemble and install City of Lake Geneva provided ornamental cast iron street lights, install street light concrete bases with anchor bolts, and install conduit from an existing junction box, remove and replace part of a concrete alley driveway, and any other work required, Lake Geneva, WI.

GENERAL:

Proposals must be sealed and submitted on the attached proposal form and returned clearly marked with date and time of opening. No undated, unsigned, or faxed proposals will be considered.

Bid documents are available by calling the office of the Director of Public Works & Utilities, 262-248-2311, for pick-up at the Lake Geneva Utility Commission, 361 West Main Street, Lake Geneva, WI. Copies of bidding documents are available for viewing at the Commission's main offices or at the City Clerk's office, 626 Geneva Street, Lake Geneva, WI.

The City of Lake Geneva is exempt from Federal Excise Tax and State Sales Tax; therefore, proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry number will be furnished to the successful proposer.

Bidders shall complete the enclosed insurance questionnaire with proposal. Requirements are; Contractor shall furnish evidence of Workers Compensation, public liability and property damage insurance. Limits of insurance shall be as follows: Minimum amounts of \$1,000,000 bodily injury and \$1,000,000 property damage including both injury and property damage caused by vehicles and machinery.

Successful bidder shall properly hold the City of Lake Geneva harmless from all damages occurring in any way by his acts or negligence, or that of his employees, agents or workers. A current Certificate of Insurance will be required of the successful vendor.

LEGAL PROVISIONS: Letting of the work described herein is subject to the provisions of Sections 62.15, 66.0901, and 66.0903 of the Wisconsin State Statutes and all applicable local, state and federal requirements pertaining to public works projects.

PREVAILING WAGE RATES: This project will **not** be subject to Wisconsin State Statutes which requires all Contractors and Subcontractors to comply with the prevailing wage rates, hours of labor and hourly basic pay rates in all trades contemplated as determined by the Wisconsin Department of Workforce Development for a single trade project with a total cost of \$48,000 or more and \$100,000 for a multi-trade project.

BID SECURITY: Bid Security is not required.

CONTRACT SECURITY: Contract security is not required.

BID REJECTION / ACCEPTANCE: The City of Lake Geneva reserves the right to accept the lowest responsible bid. The acceptance or rejection of any bid submitted is final and binding on all bidders without recourse by rejected bidders against the City. **No Bid shall be withdrawn for a period of sixty (60) days after the opening of the Bids without the consent of the City.**

Published by authority of the City of Lake Geneva.

BY ORDER OF: JAMES CONNORS
MAYOR OF THE CITY OF LAKE GENEVA

JEREMY REALE
CITY CLERK

PREPARED BY: DANIEL S. WINKLER, P.E.
CITY OF LAKE GENEVA &
THE LAKE GENEVA UTILITY COMMISSION
361 WEST MAIN STREET
LAKE GENEVA, WI 53147 (T) (262) 248-2311

BID PROPOSAL FORM

Cook Street Light Installation
Proposal Form

**CITY OF LAKE GENEVA
BID PROPOSAL FORM
COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01**

City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147
(262) 248-3673

PROPOSAL FOR: **Cook Street Lighting Installation
Located on the East Side of Cook Street
Between Main & Geneva Streets
Project No. LTG-11-01**

DATE, TIME & PLACE: **July 20, 2011 - 10:00 AM - City Hall, 626 Geneva Street**

1. The undersigned, having familiarized himself with the local conditions affecting the cost of the work, including Request for Bids, Plan and Specifications, and this Proposal, including any or all addenda thereto, as prepared by the City of Lake Geneva Director of Public Works & Utilities hereby referred to as City. Contractor proposes to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility, transportation, and services necessary to complete the Cook Street Lighting Installation work as depicted on the plans and as specified for the **Lump Sum** amount of:

SIX THOUSAND EIGHT HUNDRED FORTY Dollars
(Write Bid Amount in Words)

\$ 6840.00
(Write Bid Amount in numbers)

I hereby certify that all statements herein are made on behalf of:

GENEVA LAKES ELECTRIC
(Company Name)

1414 DODGE ST. LAKE GENEVA, WI.
(Company Address)

1-262-248-9487
(Company Telephone Number)

By: John H. Nish
(Signature)

JOHN H. NISH
(Type or Print Name of Person Submitting Bid)

Title, if any & Date: SEC. - TREAS. Date: 7-20-11

AGREEMENT

**CITY OF LAKE GENEVA
AGREEMENT
COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01**

AGREEMENT

THIS AGREEMENT is dated as of the 26th day of July in the year 2011 by and between City of Lake Geneva (hereinafter called OWNER) and Geneva Lakes Electric (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

To construct a new sidewalk on the south and west sides of Maple Park, located near Geneva Street and Madison Street, and in Seminary Park, Lake Geneva, WI.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part of is generally described as follows:

**COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01
CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN**

ARTICLE 2. ENGINEER

2.1 The Project has been designed by the City of Lake Geneva and its Director of Public Works & Utilities who is hereinafter called ENGINEER and OWNER'S representative, and assumes all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 **Completion.** Work will be substantially completed and operational and ready for final payment in accordance with Paragraph 12 of the Instructions to Bidders by no later than October 31, 2011 exclusive of any extensions granted by the City.

- 3.2 **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Paragraph 3.1 noted above. They also recognize that delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$50.00, for each day that expires after the time specified in Paragraph 3.1 of Article 3 above for Substantial Completion until the Work is substantially complete.
- 3.3 Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for the completion of the Work in accordance with the Contract Documents in current funds as shown in the Lump Sum Base Bid in the Bid Form in the amount of **Six-Thousand Eight-Hundred-Forty Dollars & Fifty Cents (\$6,840.00)**.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Paragraph 19 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments:

- 5.2 OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 19 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

Retainage:

- 5.2.1 After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until the Project is 50% complete. At 50% completion, further progress payments will be made in full to CONTRACTOR and no additional amounts will be retained unless ENGINEER determines that the character and progress of the Work is not proceeding satisfactorily. Amounts previously retained shall not be paid to CONTRACTOR.

At 50% completion or any time thereafter when the character and progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.

- 5.2.2 Upon Substantial Completion of the Work, the amount retained may be reduced. When the Work has been Substantially Completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of OWNER are valid reasons for non-completion, OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

Final Payment:

- 5.3 Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 19 of the General Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR had discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicated and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.8 CONTRACTOR hereby covenants and agrees to pay all claims for labor performed and materials furnished, used or consumed in performing under this Agreement including, without limitations because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for workers compensation insurance, and contributions for unemployment insurance.
- 6.9 CONTRACTOR agrees, to the extent practicable, to maintain a list of all subcontractors and suppliers performing labor or furnishing material under this Agreement.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement. (Copy of entire Bid Form, etc.)
- 7.3 Performance, Payment and other Bonds (N/A).
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Detailed Specifications.
- 7.8 Wage Rate Requirements (N/A).
- 7.9 Other Appendix items consisting of the plans and pages listed.
- 7.10 Drawings.

7.11 Local Forms.

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

The documents listed in Paragraph 7.13 et seq. above are attached to this Agreement (except as expressly noted otherwise above.)

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 All references to the General Conditions in any Contract Document shall be interpreted to include reference to any corresponding Supplementary Conditions, whether stated or unstated in such reference.

8.2 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

8.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.4 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER/ENGINEER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on July 12, 2011 (which is the effective Date of the Agreement).

Attest:

Geneva Lakes Electric

(CONTRACTOR)

(Signature)

(Signature)

Address for giving notices:

(Typed Name and Title)

authority to sign.)

(If CONTRACTOR is a corporation, attach evidence of

CONTRACTOR'S License No. _____ (If required by state or municipal law)

Attest: Jeremy Reale
City Clerk

City of Lake Geneva

(OWNER)

(Signature)

(Signature)

Address for giving notices:

James Connors, Mayor

(Typed Name and Title)

626 Geneva Street

Lake Geneva, WI 53147

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Approved as to form and execution this _____ day of _____, 2011

(Attorney for OWNER)

In accordance with the requirements of Wis. Statute 62.15(12), I hereby certify that sufficient funds are available or that arrangements have been made to obtain such funds to pay the liability that will accrue hereunder.

Comptroller (or other designated official)

NOTICE OF AWARD

**CITY OF LAKE GENEVA
NOTICE OF AWARD
COOK STREET LIGHTING INSTALLATION
PROJECT NO. LTG-11-01**

NOTICE OF AWARD

Dated July 26, 2011

TO: Geneva Lakes Electric
(BIDDER)

ADDRESS: 1414 Dodge Street
Lake Geneva, WI 53147

Contract: City of Lake Geneva Cook Street Lighting Installation
(Insert Name of Contract as it appears in the Bidding Documents.)

Project: To install street light bases, conduit & wiring; and to assemble two (2) light poles on
Cook Street between Main Street and Geneva Street.

Engineer's Project No. LTG-11-01

You are notified that your Bid dated 07-20-11 for the above Contract has been considered.
You have been awarded a Contract for

City of Lake Geneva Cook Street Lighting Installation in Lake Geneva, WI 53147
(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is

Six Thousand Eight Hundred Forty Dollars & No Cents
(Written Amount)

\$6,840.00
(Numeral)

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany
this Notice of Award. Sets of the Drawings will be made available to you upon request.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Engineer three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on (AG-7, Ag-9 and AG-13)].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 16), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]
3. Deliver with the executed Contract Documents the Certificates of Insurance as specified in the Supplementary Conditions (paragraph 2.05.C).
4. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, one fully executed counterpart of the Contract Documents will be returned to you.

City of Lake Geneva
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)
James Connors, Mayor

Awarded by the Common Council on
July 25, 2011

Copy to OWNER

DETAILED SPECIFICATIONS

CITY OF LAKE GENEVA

DETAILED SPECIFICATIONS COOK STREET LIGHTING INSTALLATION BETWEEN MAIN & GENEVA STREETS

A. Location

The project is located along the east side of Cook Street between Main and Geneva Streets, Lake Geneva, WI.

B. Scope of Work

Work includes the underground boring installation of 1" diameter electrical PVC conduit extended from a hand hole access box in the parkway by the alley north and south under the trees and other facilities in the parkway, auguring and pouring of two concrete foundations with anchor bolts; removal, disposal and replacement of part of the deteriorated existing concrete driveway approach (used for a boring pit) and the sidewalk across the alley, assembly and installation of two ornamental double headed fixture 16' street light poles furnished to the Contractor by the City, wiring the light poles into the City's street lighting system at the hand hole access box and making the street lights fully operational including bulbs; and restoration of all disturbed areas with clean pulverized black topsoil, over-seeding and straw mulch or mat, or matching mulch or gravel as directed. The work may have to be phased if the Contractor wishes to complete underground work in advance of light pole delivery. Light poles may take up to twelve (12) weeks to be manufactured and delivered and may not arrive before September. All work shall be performed in accordance with the plan sheets, specifications and as directed by the City.

C. Bid Proposal

The Contractor shall furnish all labor, equipment, material and appurtenances required and necessary for the installation of two (2) fully operational owner-furnished ornamental Halophane 16' street light poles with double headed fixtures, complete in place. A copy of the invoice from the manufacturer describing the lights is attached. The scope also includes sawcut removal and replacement of approximately 180 square feet of 6" thick driveway approach and sidewalk at the alley on the site, establishment of a boring pit and pushing 1" diameter electrical conduit a total of approximately 250' total feet (125' in each direction) beneath the grassed and tree parkway to the new light pole locations, pouring of two (2) light pole bases with anchor bolts, of sufficient size and depth to accommodate the two (2) new light poles, and site restoration. All work shall be complete in place.

D. Workmanship

All work shall be in accordance with the plans, these specifications, State of Wisconsin Standard Specifications of Road & Bridge Construction, any City of Lake Geneva standards including its Construction Manual, and all other applicable codes and ordinances. The Contractor shall not be required to pay for any required permits. The work site shall be left in a clean and restored condition upon completion of the project. All materials used or furnished for the project shall be of the best quality offered by the manufacturer or supplier.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standard of work required throughout shall be of such grade as will bring results of the First Class only, and defective work will be rejected.

E. Existing Conditions

All dimensions shown or presented on plans are to be field verified. Slight deviations between existing conditions and those depicted on plans are to be expected.

F. Damage to Property

Any damage caused to any existing or new structure, equipment, or service shall be repaired or replaced at the expense of the Contractor.

G. Final Payment & Acceptance

The City shall consider the work covered under this contract accepted and payable when all items covered under this contract are completed and approved by the Director of Public Works & Utilities. Payment shall be made within twenty (20) working days of acceptance.

H. Completion Date

All work must be completed by **October 31, 2011** unless the City in writing grants an extension. The contractor must maintain temporary safe access to the area at all times except when pouring back concrete. The alley shutdown time shall be minimized and planned for Monday or Tuesday construction and pouring the concrete back by no later than that Wednesday so the alley may be reopened for the weekend. Gravel which is leveled in place and suitable for traffic shall be placed to keep the alley open for the weekend in the event of construction delays beyond the control of the Contractor.

I. Submission of Proposals

Bids shall be submitted upon the form furnished by the City. The form shall be completely filled out in ink or typewritten in words and figures (in case of discrepancy, words shall govern). The proposal must be signed and endorsed with the name of the person, firm or corporation presenting it, and the date of presentation. Faxed bids will not be accepted.

The outer envelope must state: "City of Lake Geneva, Cook Street Lighting Installation, LTG-11-01, Bid opening date of July 20, 2011, and Bidder's name and address.

J. Requirements for Signing Bids

Individuals making them must properly sign bids.

K. Withdrawal of Bid

Any bidder who has submitted a bid to the City may withdraw his bid at any time prior to the scheduled time for submission of bids. Otherwise, the City has 60 days to accept or reject the bid.

L. Qualification of Bidder

All bidders should be pre-qualified prior to bidding. The City reserves the right to withhold award to any bidder who is not pre-qualified.

M. Bid Security & Prevailing Wages

This project is expected to be much less than the new \$48,000 single-trade and \$100,000 multiple-trade threshold for meeting the State of Wisconsin definition of a Public Contract. Therefore, the wages paid the Contractor's employees shall be the wage rates of the area, not those from a State of Wisconsin Department of Workforce Development Wage Rate Determination. Bid security shall not be required.

N. Work Performance

Should Contractor find his work impossible to perform as described or resulting installation unworkable, or unable to perform to extent of contract requirements, Contractor shall notify the City prior to submission of bid or shall assume responsibility of proper performance at no additional cost to City.

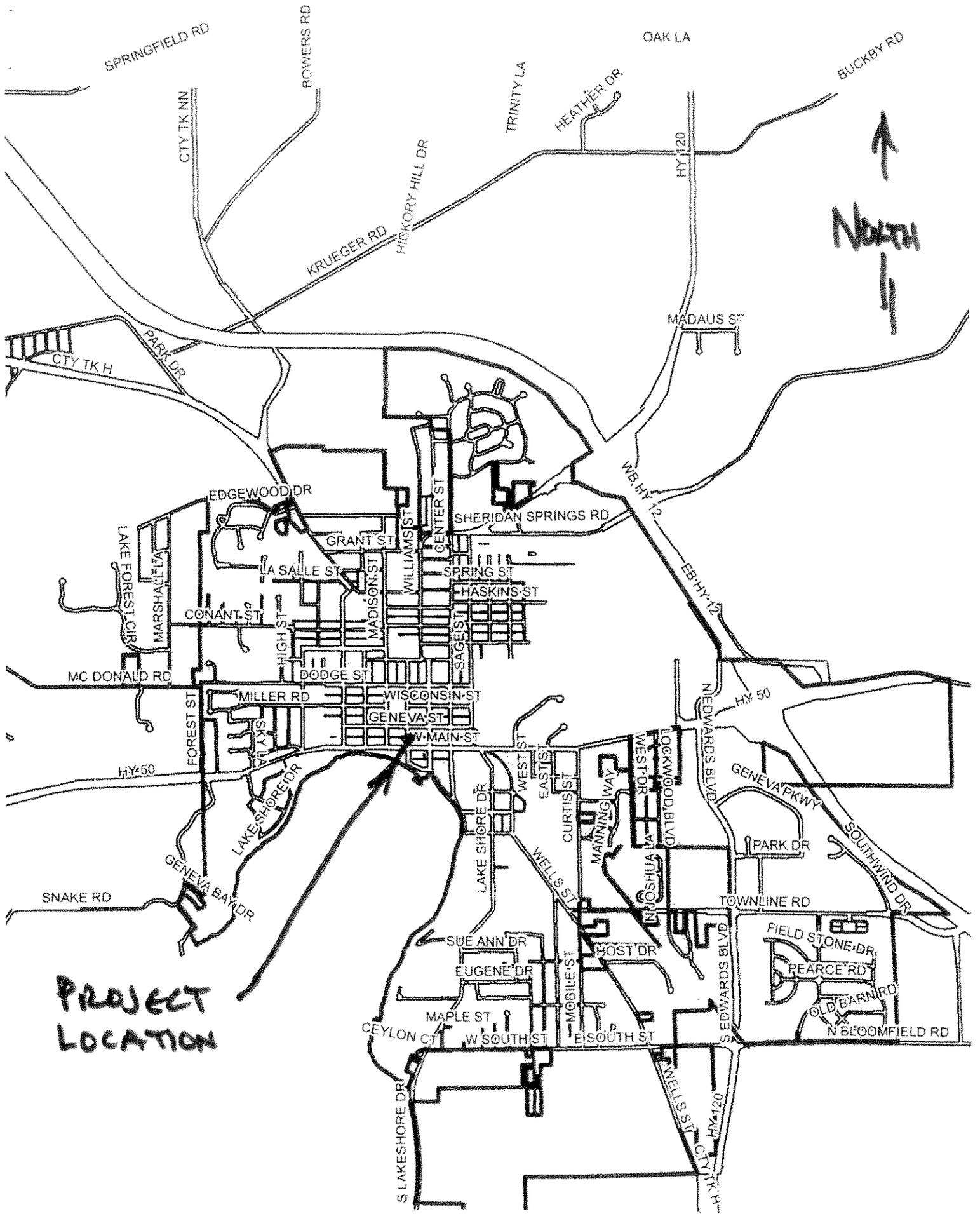
O. Award of Contract

The City is scheduled to award the work at its July 25, 2011 regular Common Council meeting. It will issue a purchase order to the selected contractor. The purchase order in combination with the Contractor's signed proposal shall constitute award of contract.

P. Warranty

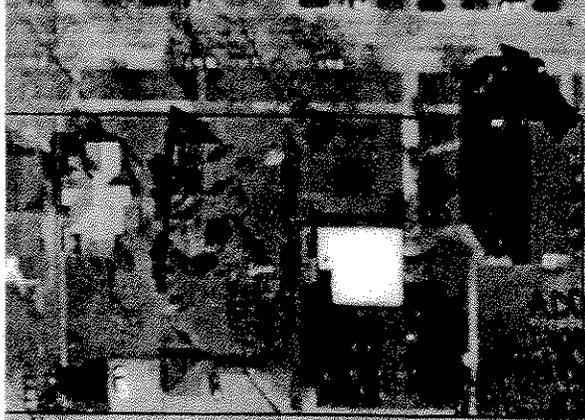
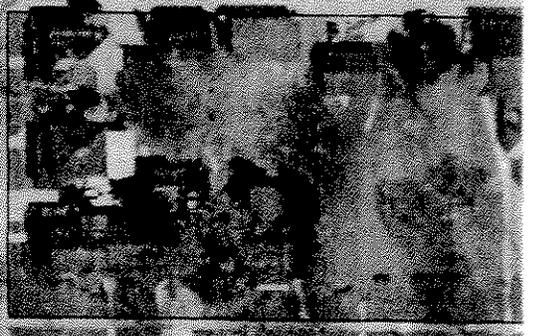
All work shall be warranted for a period of one (1) year from the recognized date of final acceptance by the City. In the absence of an established date, the date of the final payment shall be considered the date of acceptance.

SITE PLAN & LOCATION MAP



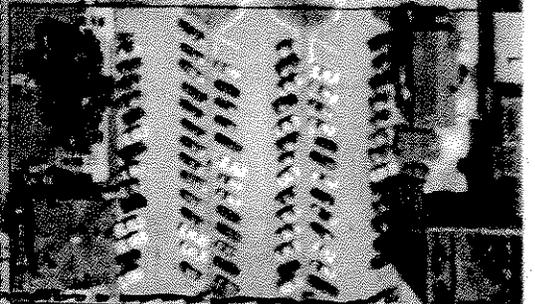


BE



COOK

GENEVA ST



ADULT

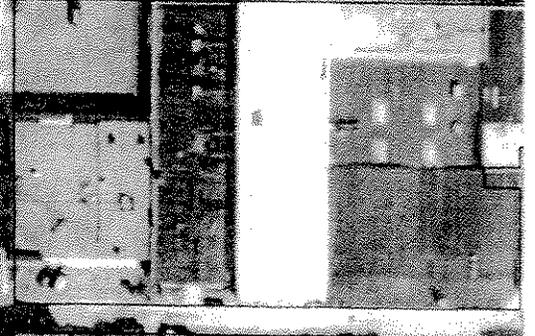


MAIN

ST

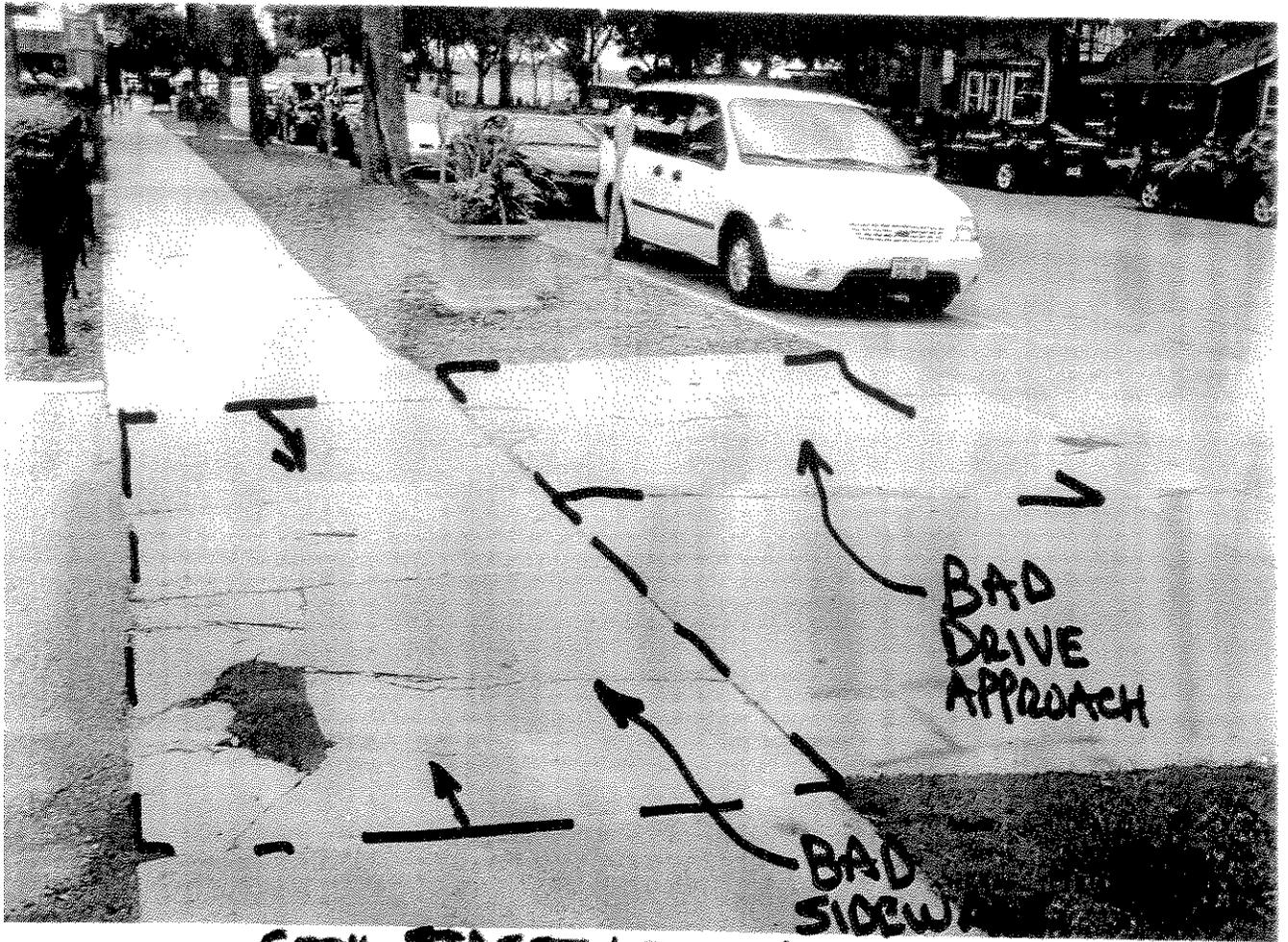


ADULT

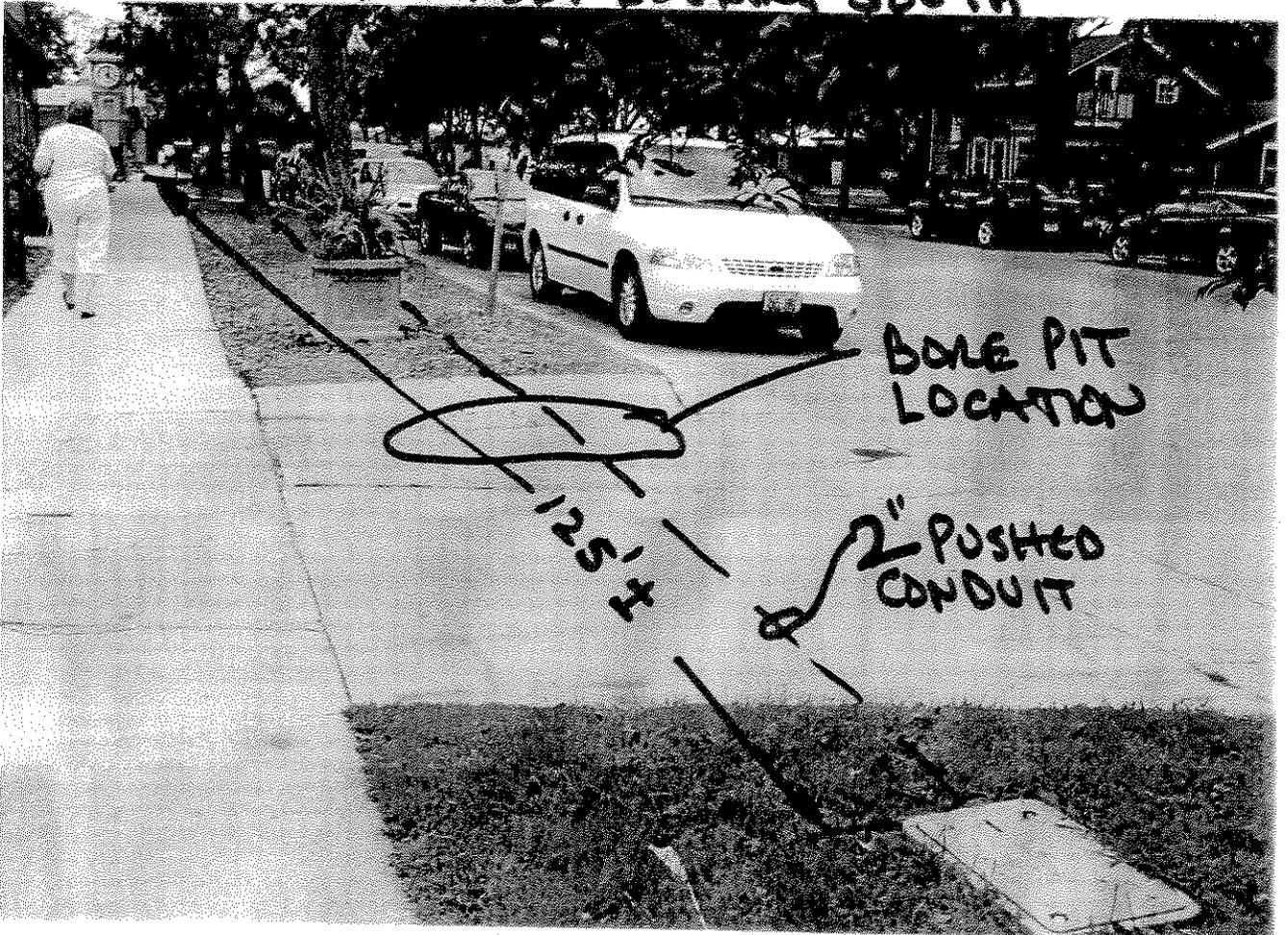


DSW

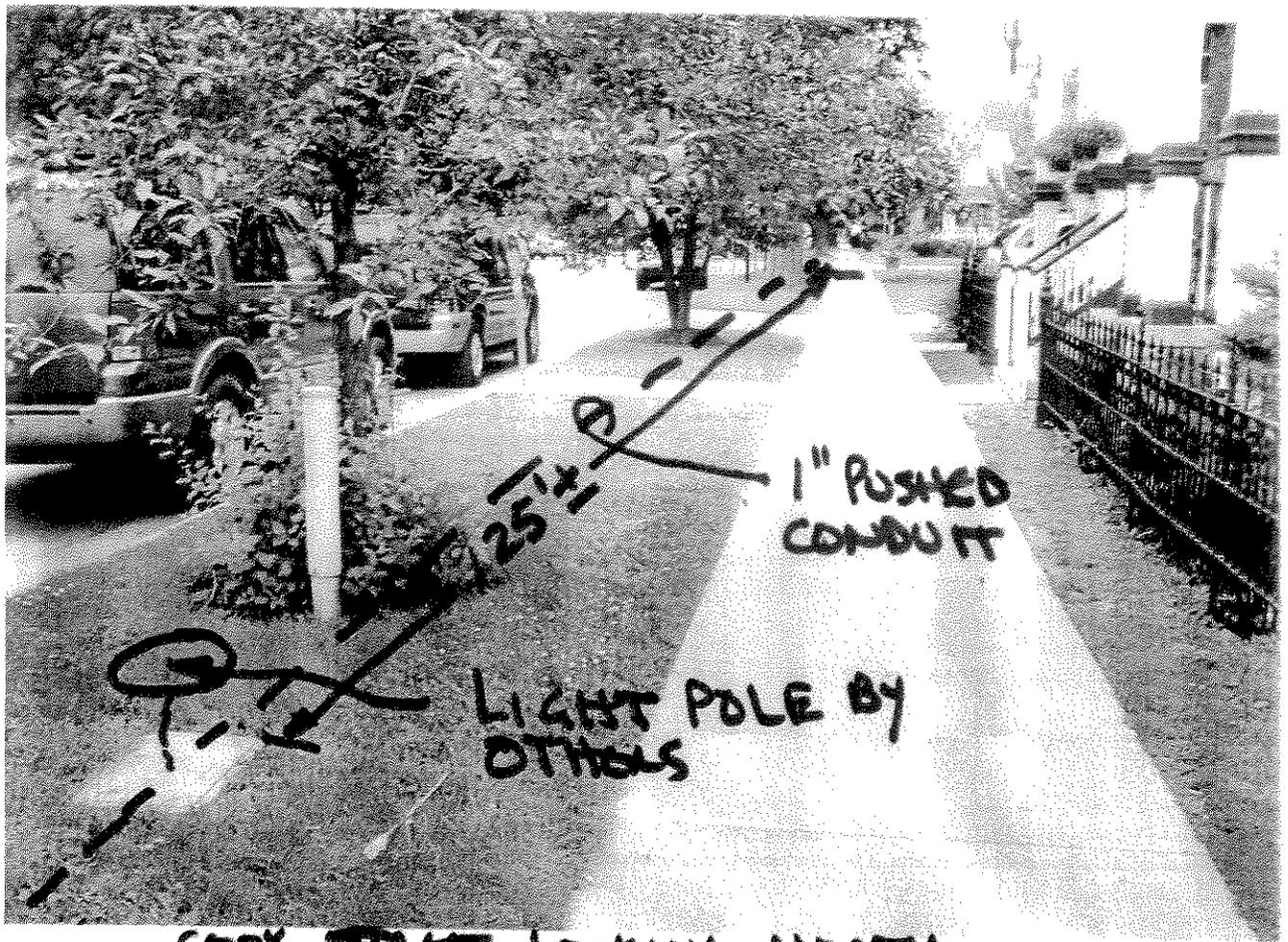
PHOTOGRAPHS



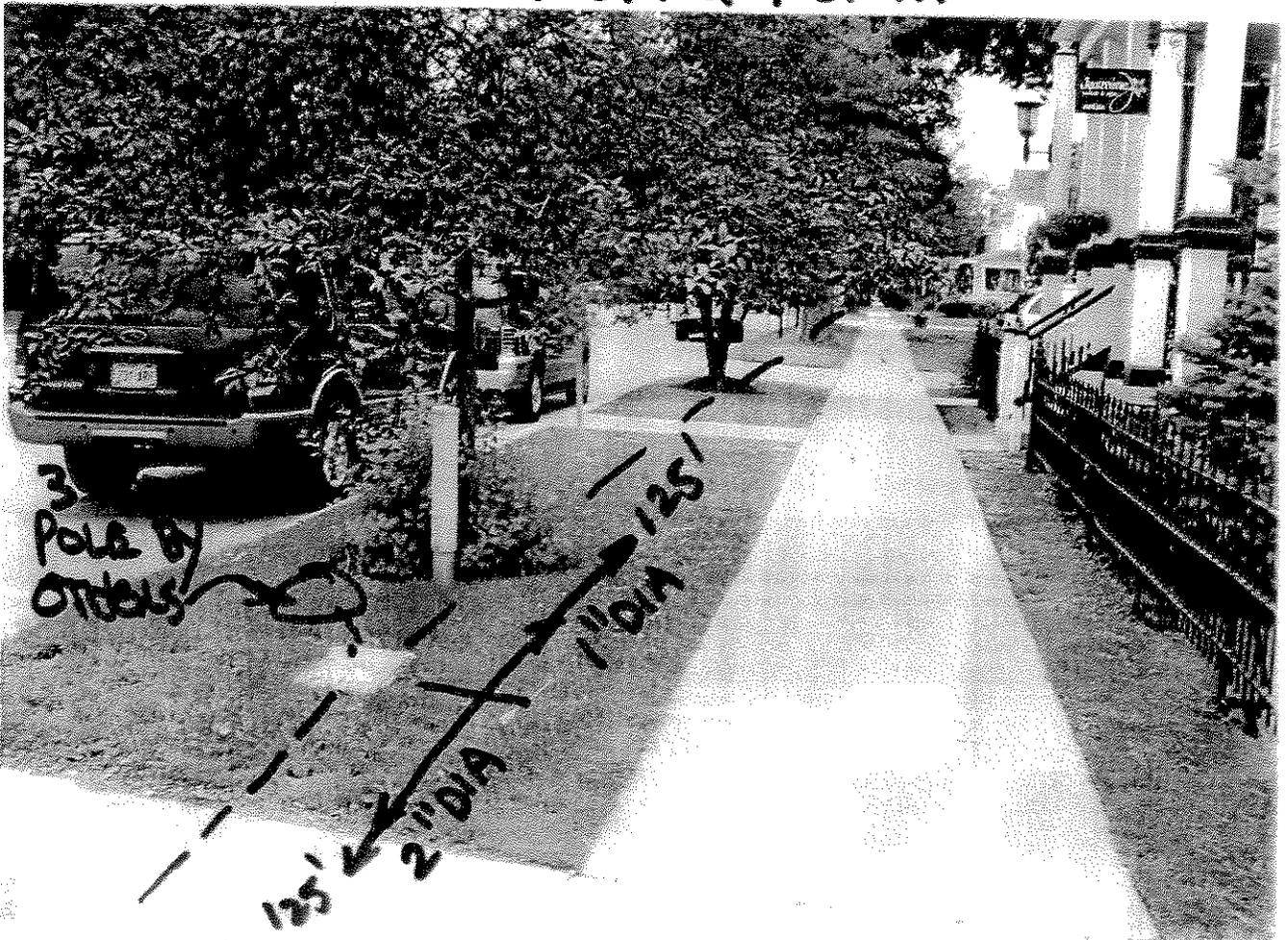
COOK STREET LOOKING SOUTH



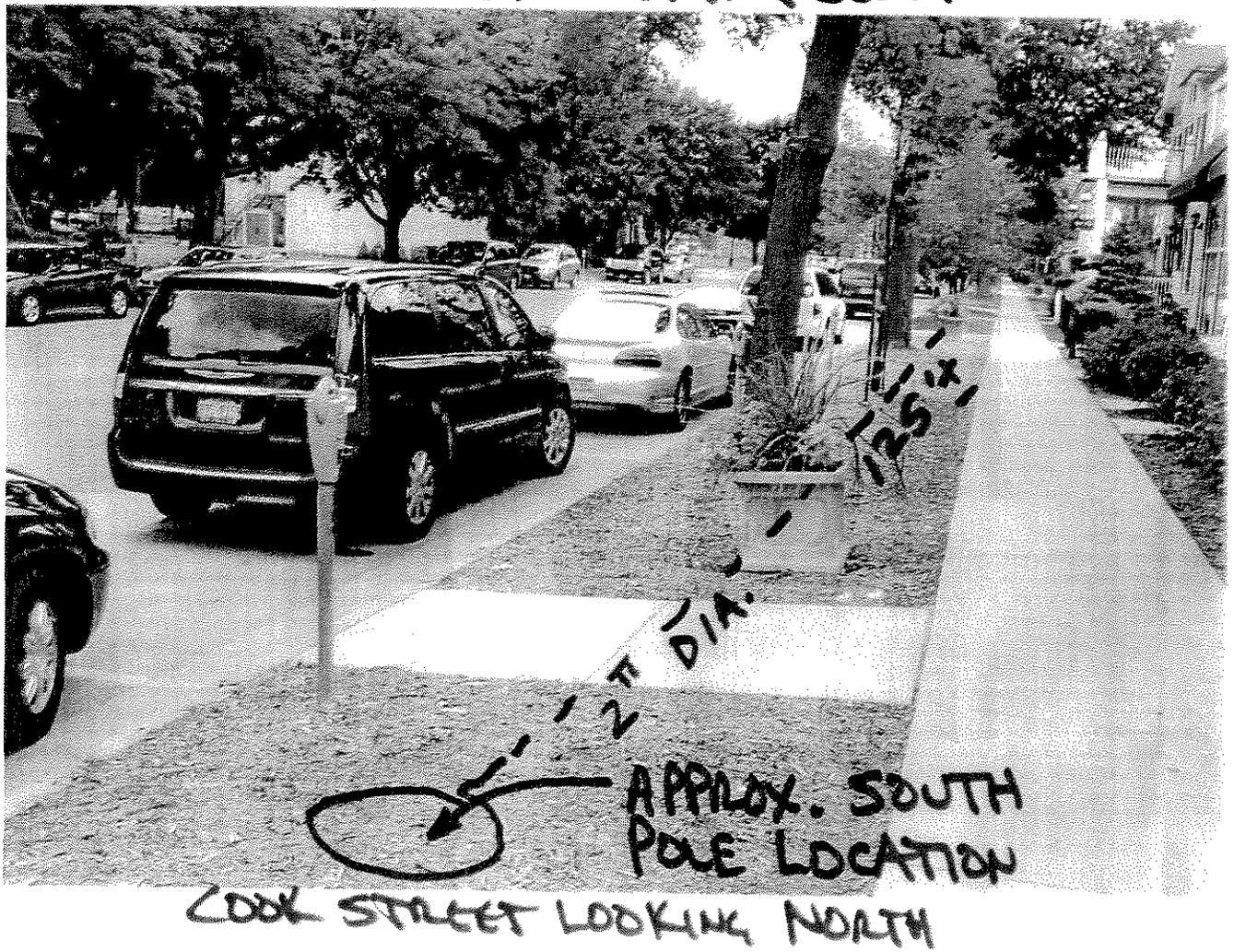
COOK STREET LOOKING SOUTH



COOK STREET LOOKING NORTH



COOK STREET LOOKING NORTH





Quotation

Electrical Supplies • Automation Products • Industrial Supplies • Generator Systems • Motors & Drives • 24 Hour Motor Repair Service
Energy Management Solutions • Data Communications • HVAC/R Products • Commercial & Industrial Lighting

STEINER ELECTRIC COMPANY

ISO 9001:2008 Registered Firm - 4/26/11 September 1st 2011, 2020

4210 GROVE AVE
GURNEE, IL 60031-2135
847-623-2028 Fax 847-623-7007

NEW YORK BRANCH

LEE GARNEY - General Manager
2015 1st Avenue, Parkersburg, Village Plaza 60007
847-228-0800 FAX 847-228-1010
RICHARDSON - CHAMBERS - EDWIN WILLIAMS
811-633-9900 847-633-2120 709-423-9600
111-225-1200 Fax 847-257-1600 Fax 281-573-1400 Fax
KT - CHAMBERS - THOMAS - DWYTAI LAKE
800-877-6666 212-497-2222 811-267-9400
847-623-2028 Fax 847-623-7007 Fax 811-267-9500 Fax

NEW YORK BRANCH

ROBERT
212-642-8800
212-642-2717 Fax

04/29/11 S003605159
REFER TO ABOVE QUOTE
NUMBER UPON ORDERING

CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147-1914

CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147-1914

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	AGE NAME	ORDERED BY
-----------------	-----------------------	----------	------------

49229

#46710

OFFICE	SHEET NO.	TERMS	EXPIR. DATE
--------	-----------	-------	-------------

DIANA, TERRI

UPS GROUND

NET DUE 30 DAYS

05/29/11

ORDER QTY	DESCRIPTION	UNIT PRICE	TOTL PRICE
-----------	-------------	------------	------------

1ea HOLOPHANE LOT

20677.950

20677.95

This Lot Shipment Consists of:

Ord Qty	Description	Net	Proc	Ext Proc
---------	-------------	-----	------	----------

3	HOLOPHANE GVE 116 AS CMC 1	6892.65		20677.95
	NP28 CA TDC- CLP 15 FTB 20 P07			
	ABG TDC S174A R174A FPH1/BO-CA/TDC			
	FGIUS_S TDC			

TAXES NOT INCLUDED

NOTE: THE 3RD POLE IS INSTALLED BY OTHERS.

DELIVERY IS EXPECTED BY THE END OF SEPTEMBER

TERMS & CONDITIONS

Subtotal

20677.95

This quotation is subject to Steiner Electric Company terms and conditions of sale, a copy of which can be obtained by calling 847-623-8400 or at www.steiner.com, which provisions shall govern in the event of any conflict with any terms or conditions of purchase or proposed purchase order or other documents. This quote may be subject to additional freight, tax and handling charges as they apply.

Amount Due

20677.95



6117 Arduity 1 105 1176

Quoted To: STEINER ELECTRIC CO
4210 GROVE AVENUE
GURNEE IL 60031

Job Name: Lake Geneva Water Department
Quote #: 2053-11-10034-0
Quote Label: Geneva Street
Job Location: Lake Geneva Wisconsin
Issue Date: 4/28/2011
Bid Date: 4/27/2011

Quoted By: Bob Brimmer
269/554-8274
BBrimmer@water.com



Type	Qty	Catalog #
ASSEMB	3	GVE 116 AS CMC 1 R S G NP28 CA TDC- CLS 15 FTB 20 P07 ABG TDC S174A R174A FPH1/BO -CA/ TDC FGIUS_S TDC

Unit \$	Ext \$
\$6,892.65	\$20,677.95

Granville LED (GVE) Custom Match Color= Y372E LAKE GENEVA GREEN (aka WILLIAMBURG LIVINGSTON KITCHEN GREEN) (GVE, 116 Watt 700mA Driver, Auto-sensing voltage 120-277 volt.Q015445 Customer Matched Color Asymmetric Classic Ribs and Bands, S- Painted Cast Aluminum Standard Finial Gold Northbrook Series Crossarm (NP): NP28 (Two at 180), CA.Q015543 Tiger Drylac Color Columbia Cast Iron & Steel Poles (CLS) TDC, Columbia (CLS) Cast Iron & Steel Pole, 15-foot Fluted Tapered, 20 inch Round 3 X 3 Tenon Anchor bolts galvanized steel, Tiger Drylac Finish (FPH) Flag Pole Holder TDC 1 - 1" Bolt-on Holder, Custom Select RAL Colors (FG) Weatherproof Receptacle TDC: Small, In-Use Wet Location Cover Custom Select RAL Colors

Estimated Lead Time: 0 days

Grand Total: \$20,677.95

Notes

Note 1: Internal Top Shield included in fixture and price AOL 2003

Customer Service Contact Information

New Toll Free Number: 1-866-HOLOPHANE (1-866-465-6742)
New Email for Customer Service: customerservice@holophane.com
Toll Free Fax for Customer Service: 1-800-345-4471

When placing an order for this project, please WRITE quote number listed above on the purchase order.

Thank you!

Quote #: 2053-11-10034-0



Job Name: Lake Geneva Water Department
Quote #: 2053-11-10034-0
Quote Label: Geneva Street
Job Location: Lake Geneva Wisconsin
Issue Date: 4/28/2011
Bid Date: 4/27/2011

Quoted By: Bob Broihler
262/456-6649
BBroihler@holophane.com

Notes

Bob Broihler

- * Note Internal Shield AOL2003 is figured in resale but since I configured the fixture it is not in the list price at \$95.00 each.
- * Quote Number Must Be Written On Purchase Order
- * Customer Service Contact Information:
New Toll Free Number: 1-866-HOLOPHANE (1-866-465-6742)
Toll Free Fax for Customer Service: 1-800-345-4471
- * Quotation is based on information available at bid time. All material subject to approval.
- * Price is for above Bill of Material, no other material is offered or implied.
- * Please refer any questions concerning this quotation to Bob Broihler at 262 456 6649.
- * Quote is based on quantities and types indicated. Changes in counts or types may affect prices.
- * Quote is based on our interpretation of information provided. It is not intended as a guarantee of the acceptance.
- * All quotes subject to standard terms and conditions unless specifically noted.

Terms

HOLOPHANE. This quote is valid for 90 calendar days from date of quote. Shipment lead times begin the day after the order is released and are based on work agreed, only. Shipments are FOB Shipping Point on all orders. HoloPhane shall pay the freight on orders of \$3,000 or more (\$750 for replacement ballast kits) to all points in the continental United States and Canada. Upon release of your order, poles and non-standard material cannot be cancelled or returned. Terms are subject to revision. Items with "Hold" status have not been allocated any labor, material, or scheduled production time. The lead time to shipment will begin when HoloPhane receives your clarification or approval to release your purchase order items from "Hold" status. Prices in this acknowledgement are firm for release within a period of four months from the date of order. At the end of four months, HoloPhane, at its option, may either increase prices by 3% or renegotiate pricing. Thereafter, escalation of 1-1/2% per three month period will be added. In the event of an extraordinary change in raw material costs, HoloPhane reserves the right to renegotiate pricing. Pricing will be reevaluated and confirmed upon receipt of your clarification or approval to release the purchase order items from "Hold" status.

CITY OF LAKE GENEVA

626 GENEVA STREET
LAKE GENEVA, WISCONSIN 53147
(262) 249-4098 • Fax (262) 248-4715
www.cityoflakegeneva.com



DENNIS E. JORDAN
CITY ADMINISTRATOR

Dsj

TO: MAYOR JIM CONNORS

FROM: CITY ADMINISTRATOR

DATE: JULY 25, 2011

RE: APPROVAL OF SERVICE AGREEMENT WITH SIMPLEX GRINNELL

Background: The City maintains a service agreement to test and inspect the sprinkling system at City Hall which include parts and labor coverage during normal business hours, to test and inspect fire alarm systems with parts and labor coverage during business hours, test and inspect emergency lights with full coverage, test and inspect all fire extinguishers, test and inspect backflow, test and inspect deluge and test and inspect the dry sprinkling system. It also includes maintaining the software for the entire system which is proprietary to Simplex Grinnell. The City decided to install the Simplex Grinnell system during the 1998 remodeling of City Hall. Once that commitment was made, it is difficult to have others bid on the maintenance contract. However, Simplex Grinnell has done an excellent job of testing and reporting to the City, as well as being very prompt in responding to emergency situations. Staff recommends awarding the maintenance contract to Simplex Grinnell in the amount of \$5,254.00.

Recommendation: Approve the fire alarm maintenance contract for City Hall in the amount of \$5,254

tyco

Fire &
Security

SimplexGrinnell



RENEWAL
May 17, 2011

Contract # 25537

By:
SimplexGrinnell
N58 W14782 Shawn Circle
Menomonee Falls, WI 53051
Phone: 262-781-1710
FAX: 262-781-3573

and Between:
City of Lake Geneva-City Hall
626 Geneva St.
Lake Geneva, WI 53147
Attn: Diane Dykstra

The Service Agreement for the following location will expire on 07/31/2011.

City of Lake Geneva-City Hall
626 Geneva St.
Lake Geneva, WI 53147

This document will serve as an extension of these services and be effective from 08/01/2011 to 07/31/2012. Customer agrees to purchase and SimplexGrinnell agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

Annual Price: Five Thousand Two Hundred Fifty-four Dollars and Zero Cents (\$5,254.00)

Special Instructions: Services shall commence on August 1, 2011.

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Please provide us with your renewal authorization by completing the following and returning as soon as possible. **Absent your reply, we will assume that your intent is to renew in accordance with the automatic renewal clause as defined in your original agreement.**

SimplexGrinnell LP

By: Susan Hegyera
Title: Contract Administrator

Approved for SimplexGrinnell

By: Don Rossbach
Title: Total Service Manager

Customer

By:
Title:
Date:
PO #:

THIS SERVICE AGREEMENT CONTAINS THE FOLLOWING PROVISIONS:

- **1-100% Test and inspection of Fire Alarm System with Mon-Fri, 8-5, Parts/Labor Coverage.**
- **1-100% Test and inspection of Sprinkler System with Mon-Fri, 8-5, Parts/Labor coverage**
- **1-100% Test and inspection of Emergency Lights with Full Coverage.**
- **1-100% Test and inspection of Extinguishers.**
- **1-100% Test and inspection of Backflow.**
- **1-100% Test and inspection of Deluge.**
- **1-100% Test and inspection of Dry Sprinkler System.**
- **All tests of Initiating Devices and Indicating Appliances shall be tested in a manner recognized by the Manufacturer and Governing Authorities.**
- **Complete Documentation of the results of all inspections. Documentation will be provided on an individual device and point basis. Discrepancies and recommendations found shall be listed on this documentation.**
- **Services will be provided by technicians that are Factory Trained, State and NICET Certified to install and/or test Life Safety Systems.**

TEST AND INSPECTION OVERVIEW: Under this agreement, SimplexGrinnell trained technicians will perform inspections and diagnostic tests of panel functions, auxiliary and monitoring functions, and all accessible peripheral devices listed and currently connected to the facility Life Safety system. Tests will be scheduled in advance, and at the convenience of customer's staff. NOTE: SimplexGrinnell technicians will need the assistance of customer's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. If equipment or devices are out of reasonable reach, customer will need to provide safe access (i.e. Scaffolding, mechanical lift, ladders, etc.). If requested in advance, SimplexGrinnell can provide this equipment for an additional cost.

SERVICES NOT INCLUDED IN THIS AGREEMENT: This agreement does not provide for any replacement parts or devices. Any replacement parts or devices needed to repair system can be provided at customer's request as additional cost.

CITY OF LAKE GENEVA

626 GENEVA STREET
LAKE GENEVA, WISCONSIN 53147
(262) 249-4098 • Fax (262) 248-4715
www.cityoflakegeneva.com



DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: MAYOR CONNORS AND COMMON COUNCIL

FROM: CITY ADMINISTRATOR DENNIS JORDAN

DATE: JULY 25, 2011

RE: AWARD CONTRACT FOR SIRENS TO FEDERAL SIGNAL & UNLIMITED ENTERPRISES

Background: The City's Capital Improvement Program included the replacement purchase of three sirens, the narrow banding for the sirens and an upgrade of existing SRN sirens to two-way digital communications. The City had budgeted \$115,978 for the purchase and installation of the system and its components. The City asked for an option on providing and installing a secondary base station system that would allow a remote location to check the sirens or set them off at any time if something went wrong with the dispatch center. We asked for this separately because we did not know if this would put the project over the \$115,978 budgeted. The bid has come in at \$105,062 and the option is bid at \$6,165, for a total of \$111,227 or \$4,751 under the amount budgeted for the project. Staff recommends awarding the siren contract to Federal Signal Corporation (\$78,512) and Unlimited Enterprises (\$32,715) in the amount of \$111,227.

Recommendation: Approve awarding the Siren contract to Federal Signal Corporation and Unlimited Enterprises in the amount of \$111,227.

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

- (12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installer location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

2645 Federal Signal Drive
University Park, Illinois 60466-3195
708-534-3400
federalsignalpublicsafety.com

7/18/2011

Two-Way Siren System Proposal for Lake Geneva, WI

Federal Signal Equipment & Services	\$	78,512.00
Unlimited Enterprizes Installation & Services	\$	<u>26,550.00</u>
System Total \$		105,062.00

Item	Description	Equipment
1	COMMANDER DIGITAL HEAD END SYSTEM (DISPATCH)	
	<i>Federal Signal Equipment & Services</i>	\$ 18,230.00
	<i>Unlimited Enterprizes Services</i>	\$ 1,500.00
	* Client to supply RF Frequency & Liscence Coordination	
	* Client is responsible for dispatch console upgrades for interfacing to siren encoder and server to console	
	* Installaton provided by Unlimited Enterpzies	
	*Optimization by Federal Signal	
2	UPGRADE OF EXISTING (PROMOTION QUALIFYING) 2001-130 & 2001 SRNB TO TWO-WAY DIGITAL COMMUNICATIONS	
	<i>Federal Signal Equipment</i>	\$ 4,728.00
	<i>Unlimited Enterprizes Services</i>	\$ 1,000.00
3	UPGRADE OF EXISTING SRN SIRENS TO TWO-WAY DIGITAL COMMUNICATIONS	
	<i>Federal Signal Equipment</i>	\$ 12,118.00
	<i>Unlimited Enterprizes Services</i>	\$ 1,450.00
4	NEW SIREN INSTALLS WITH DIGITAL TWO-WAY COMMUNICATIONS & SOLAR PANELS	
	<i>Federal Signal Equipment</i>	\$ 43,436.00
	<i>Unlimited Enterprizes Services</i>	\$ 22,600.00
5	FREIGHT	<u>INCL.</u>
Total Two-Way System with Dispatch & Remote Control Stations		\$ 105,062.00

Please see attached Bill of Material Forms

Note: If Tone Remote Equipment is not required - customer will be issued a \$2,000 credit

Contact Name: Dennis Jordan, City Administrator
Customer: City of Lake Geneva
Address: 626 Geneva Street
City: Lake Geneva **State:** WI
County: Walworth
Phone: 262-249-4098

Zip: 53147
email: djordancitvoflakegeneva.com
Cell:

Quotation No.: FWS
71811145622
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

July 18, 2011

Item No.	Qty.	Federal Model/Part No.	Description	Equipment	Total
COMMANDER DIGITAL HEAD END SYSTEM (DISPATCH)					
1	1	SS-2000DR	DIGITAL 2-WAY CONTROL, 19" RACK MOUNT	INCL.	
2	1	X-PCS-17	Desktop with 2003 Server with 17" Monitor	INCL.	
3	1	SFCDCLNT	TCP/IP CLNT Software, 5 Seats	INCL.	
4	1	SFCD10	SFCDWARE SOFTWARE PROGRAMMING 10 SITES	INCL.	
5	1	TK-5-FULOPTPKG	SITE OPTIMIZATION (FEDERAL SIGNAL)	INCL.	
6	1	BSH	MOTOROLA CDM750-VHF (148-174 MHz), 25-40 Watts: Pigtail, 70 ft. Cable, Lightning Arrestor	INCL.	
7	1	AMB-W	ANTENNA MOUNTING BRACKET - WALL	INCL.	
8	1	OMNI-4	ANTENNA, 152-156MHZ VHF	INCL.	
9	1	TBLL	TELCO BASE	INCL.	
10	1	TB-REMOTE	TELCO REMOTE	INCL.	
Sub-Total					\$18,230.00
UPGRADE OF EXISTING 2001-130 & 2001 SRNB TO TWO-WAY DIGITAL COMMUNICATIONS					
11	2	Q-DCFC1-2H	CNTL,2-WAY,HIGH BAND,DIGITAL	INCL.	\$4,200.00
12	2	OMNI-4	ANTENNA, 152-156MHZ VHF	INCL.	\$0.00
13	2	AMB-3	ANTENNA MOUNTING BRACKET, POLE	INCL.	\$0.00
14	2	SK-DCM-C	DC CURRENT SENSOR,CHOPPER	INCL.	\$264.00
15	2	SK-DCM-R	DC CURRENT SENSOR,ROTATOR	INCL.	\$264.00
Sub-Total					\$4,728.00
UPGRADE OF EXISTING SRN SIRENS TO TWO-WAY DIGITAL COMMUNICATIONS					
16	3	FCTBDH	CNTL,2-WAY,HIGH BAND,DIGITAL	INCL.	\$10,108.00
17	3	OMNI-4	ANTENNA, 152-156MHZ VHF	INCL.	\$886.00
18	3	AMB-P	ANTENNA MOUNTING BRACKET, POLE	INCL.	\$300.00
19	3	SK-DCM-C	DC CURRENT SENSOR,CHOPPER	INCL.	\$412.00
20	3	SK-DCM-R	DC CURRENT SENSOR,ROTATOR	INCL.	\$412.00
Sub-Total					\$12,118.00



FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well-being.

2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 alertnotification.com

Contact Name: Dennis Jordan, City Administrator
Customer: City of Lake Geneva
Address: 626 Geneva Street
City: Lake Geneva **State:** WI
County: Walworth
Phone: 262-249-4098

Zip: 53147
email: djordancityoflakegeneva.com
Cell:

Quotation No.: FWS
71811145622
 Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

July 18, 2011

2001-130 SIREN SYSTEM WITH SOLAR PANELS			
			INCLUDES:
21	3	2001-130	SIREN HEAD INCL.
22	3	DCFCTBDH	TWO-WAY DIGITAL CONTROLLER/DECODER/SENSORS(HIGH BAND) INCL.
23	3	OMNI-4	3dB GAIN ANTENNA, PLUS CABLE INCL.
24	3	AMB-3	ANTENNA MOUNTING BRACKET, POLE INCL.
25	3	SK-DCM-C	DC CURRENT SENSOR,CHOPPER INCL.
26	3	SK-DCM-R	DC CURRENT SENSOR,ROTATOR INCL.
27	3	PVS220W-48	SOLAR POWER OPTION, DC INCL.
Sub-Total			\$43,436.00
Sub-Total Equipment & Services			\$78,512.00
28	1	ES-FREIGHT	SHIPPING FEES INCL.
Total Equipment & Services with Shipping			\$78,512.00

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: Per Project Schedule
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment: Net 30 Days upon shipment
 Services: Net 30 Days, billed monthly
 upon completion

Proposed By: Tom Cypert
Company: Federal Signal Corporation
Address: 2645 Federal Signal Drive
City,State, Zip: University Park, IL 60484
Country: USA
Work Phone: 262-293-3279
Email: fws.solutions.wi@gmail.com
Approved By: Tom Cypert ISO

Tom Cypert
 Signature: _____

Purchase order MUST be made out to:
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60466-3195

Accepted By: _____
 Signature: _____
 Title: _____

 Date:



Unlimited Enterprizes LLC
 4618 Vine Road
 Freedom, WI 54130
 920-788-4951
 920-360-4533 cell

Contact Name: Dennis Jordan, City Administrator

Customer: City of Lake Geneva

Address: 626 Geneva Street

City: Lake Geneva

State: WI

Zip: 53147

email: djordancityoflakegeneva.com

Quote #: Q-LG-7-08-2011-1M

County: Walworth

Phone: 262-249-4098

Cell:

July 18, 2011

Item No.	Qty.	UNLIMITED ENTERPRIZES PART #	Description	Unit Price	Total
INSTALLATION SERVICES FOR:					
1		TK-CHS	COMMANDER DIGITAL HEAD END SYSTEM (DISPATCH)		
			INSTALL SS-2000D & SFCDDWARE SYSTEM		\$ 1,500.00
			INSTALL SERVER, SFCDDWARE,SFCDDCLIENT		
			MOTOROLA CDM750-VHF (148-174 MHz), 25-40 Watts; Pigtail, 70 ft. Cable, Lightning Arrester		
			ANTENNA MOUNTING BRACKET - WALL		
			ANTENNA, 152-156MHZ VHF		
2		TK-UPG-SP	UPGRADE OF EXISTING 2001-130 & 2001 SRNB TO TWO-WAY DIGITAL COMMUNICATIONS		\$ 1,000.00
			(2) On-Site Internal Board Upgrade - City Hall & Miller Siren Sites		
			CNTL,2-WAY,HIGH BAND,DIGITAL WITH ACCESSORIES		
			ANTENNA, 152-156MHZ VHF		
			ANTENNA MOUNTING BRACKET, POLE		
			DC CURRENT SENSOR,CHOPPER		
			DC CURRENT SENSOR,ROTATOR		
3		TK-UPG-S	UPGRADE OF EXISTING SRN SIRENS TO TWO-WAY DIGITAL COMMUNICATIONS		\$ 1,450.00
			(3) External Control Upgrade - Fire Station, WalMart, Library Sites		
			CNTL,2-WAY,HIGH BAND,DIGITAL		
			ANTENNA, 152-156MHZ VHF		
			ANTENNA MOUNTING BRACKET, POLE		
			DC CURRENT SENSOR,CHOPPER		
			DC CURRENT SENSOR,ROTATOR		



Unlimited Enterprizes LLC
 4618 Vine Road
 Freedom, WI 54130
 920-788-4951
 920-360-4533 cell

Contact Name: Dennis Jordan, City Administrator

Customer: City of Lake Geneva

Address: 626 Geneva Street

City: Lake Geneva

State: WI

Zip: 53147

County: Walworth

email: djordancityoflakegeneva.com

Quote #: Q-LG-7-28-20011-2M

Phone: 262-249-4098

Cell:

July 18, 2011

Item No.	Qty.	UNLIMITED ENTERPRIZES PART #	Description	Equipment	Total
Provide and Install Secondary Base Station Equipment					
1	1	SS-2000D	DIGITAL 2-WAY CONTROL, 19" DESK TOP	INCL.	
2	1	BSH	MOTOROLA CDM750-VHF (148-174 MHz), 25-40 Watts; Pigtail, 70 ft. Cable. Lightning Arrestor	INCL.	
3	1	AMB-W	ANTENNA MOUNTING BRACKET - WALL	INCL.	
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	INCL.	
5	1	I & O	Install & Optimization	INCL.	
			* Client to provide Desktop PC for Software		
			* Client to provide radio frequency liscensing & liscense coordiantion		
			Total		\$6,165.00

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

**Terms: Net 30 from
 Compeltion of Installation**

Purchase order MUST be made out to:

Rick Van Dyn Hoven

UNLIMITED ENTERPRIZES, 4618 VINE ROAD FREEDOM , WI 54130

7/8/2011

Accepted By: _____
 Signature: _____

 Title: _____

 Date: _____

ATTN: Ron

SALES QUOTATION

262-248-4913



Hwy Service

OUTDOOR POWER EQUIPMENT CENTER

13325 Wilmot Road Kenosha, WI 53142
Phone (262) 857-2225 Fax (262) 857-8588

CUSTOMER NAME CITY OF LAKE GENEVA

DATE 4-14-11

QUOTE VALID FOR _____ DAYS.

ADDRESS _____
CITY _____
STATE _____
ZIP _____

CUSTOMER PHONE NO. _____

SALESMAN DAVE

DESCRIPTION	PRICE
13.5' cut Rhino TX 135 A FLEX MOWER	13560.00
16.5' cut. Rhino TX 165 A FLEX MOWER	14330.00
20 H.P. Toro 48" GRANDSTAND	6374.00
20 H.P. Toro 52" GRANDSTAND 2011	6456.00
2- 20 H.P. Toro 52" 74539 2010	6140.00
24 hp. Toro 48" GRAND STAND	6578.00
24 hp. Toro 52" GRAND STAND	6660.00

TRADE-IN: 16.5 (27,368), 13.5 (26,118), 10.5, 13.5

TRADE ALLOWANCE

2- 74539 52"	12280.00	
1- TX 135A	13560.00	
	<u>\$ 25840.00</u>	
	<u>- 27000.00</u>	
	<u>\$ 1600.00</u>	TOTAL

RHINO®

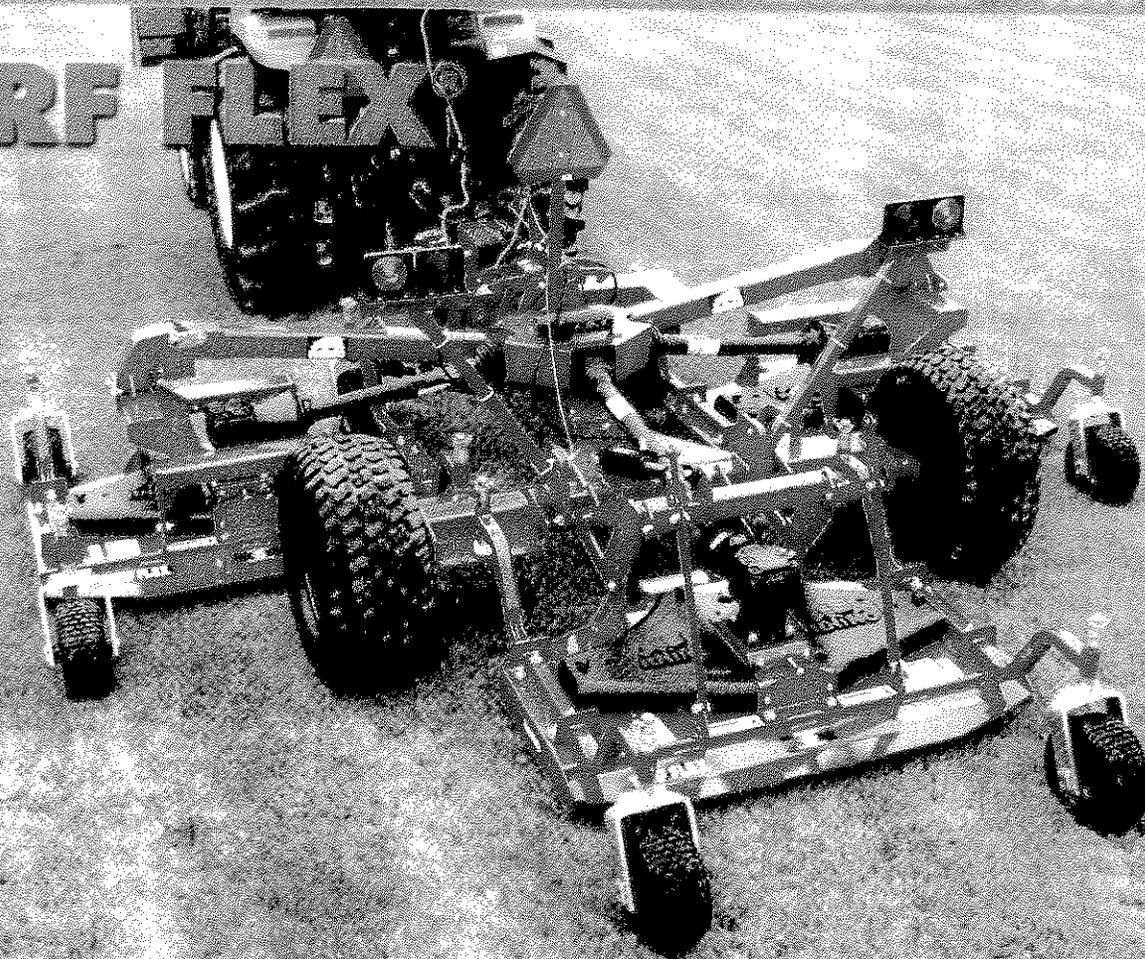
FINISHING MOWERS

TX115A

TX135A

TX165A

TURF FLEX®



- ◇ Make short work of big turf mowing jobs with a Rhino® Turf Flex® Finishing mower!
- ◇ Low tractor PTO horsepower requirements (30 hp to 40 hp) help keep operating costs as low as possible.
- ◇ Heavy Duty wing section lift arms with "box section" design provide years of dependable service in rugged conditions.
- ◇ Each mower deck includes baffling for even distribution of cut material out of the rear discharge area.
- ◇ Light Kit, Wing Transport Locks, and SMV are included for safely transporting the unit.
- ◇ Available in widths of 11.5', 13.5', and 16.5' to fit a wide range of applications.
- ◇ Three independently floating decks with caster wheels for outstanding mowing performance on uneven terrain.
- ◇ Heavy Duty 75 HP rated divider gearbox and large 55 HP rated Wing gearboxes are covered by a 5 year limited warranty!
- ◇ Mowing height can be adjusted from 3/4" to 5-1/4" for different applications by changing the spacers on caster wheel spindles.
- ◇ One piece 3/16" formed decks, reinforced to provide Rhino's well known toughness.

www.servis-rhino.com

RHINO

TURF FLEX®

SPECIFICATIONS

Specifications	TX115A	TX135A	TX165A
Cutting Width	138"	162"	198"
Overall Width	139"	164"	200"
Transport Width	101"	101"	101"
Overall Length (Mowing)	180"	180"	183"
Wing Flex	30° Up/10° Down	30° Up/10° Down	30° Up/10° Down
Cutting Height Range	3/4" - 5-1/4"	3/4" - 5-1/4"	3/4" - 5-1/4"
Cutting Capacity	Grass	Grass	Grass
Tractor PTO HP Required	30 HP	35 HP	40 HP
Hitch Type	Pull	Pull	Pull
Deck Sizes	48" (2) 60" (1)	60" (3)	72" (3)
Blade Overlap	1-1/2"	1-1/2"	1-1/2"
Mower Overlap	7"	6"	6"
Gearbox Rating	75 HP Divider, 55 HP Wing	75 HP Divider, 55 HP Wing	75 HP Divider, 55 HP Wing
Blade Size	1/4" x 2-1/2" Updraft	1/4" x 2-1/2" Updraft	1/4" x 2-1/2" Updraft
Driveline Size	Cat 5 CV Main, Cat 3 Wings	Cat 5 CV Main, Cat 3 Wings	Cat 5 CV Main, Cat 3 Wings
Transport Wheels	31 x 13.5 x 15 Turf	31 x 13.5 x 15 Turf	31 x 13.5 x 15 Turf
Caster Wheels	13x6.5x6	13x6.5x6	13x6.5x6
Weight (Approximate)	3200 lbs	3500 lbs	3800 lbs

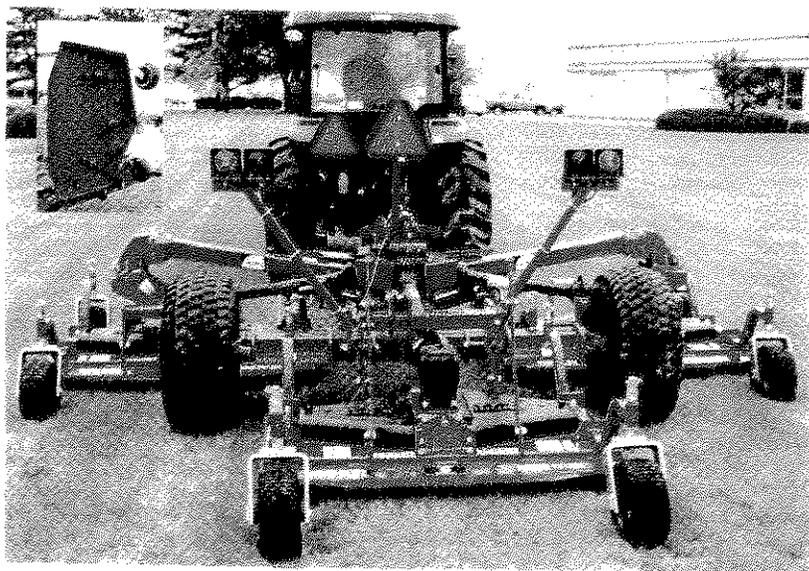
OPTIONS & EXTRA EQUIPMENT

Closed Center 3-Spool Valve

Valve Mounting Kit/Hose Kit

Sod Blade Bundle

Special Paint Colors Available



HWY. C SERVICE, INC.
27025 WILSON RD.
KEOKUK, IA 53142
252-7-2225

A member of the **Alamo Group**
1020 S Sangamon Ave, Gibson City, IL 60936
TEL: 877-408-3297
FAX: 877-408-3298

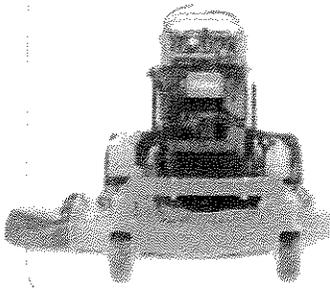
www.servis-rhino.com

Rhino® guarantees each piece of Rhino® equipment against defective materials and workmanship for a period of one year from date of delivery to the purchaser unless otherwise noted.

Rhino® reserves the right to make changes and/or improvements in design and construction of parts or machines shown herein without notice or obligation.

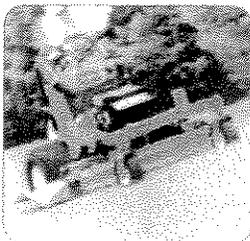
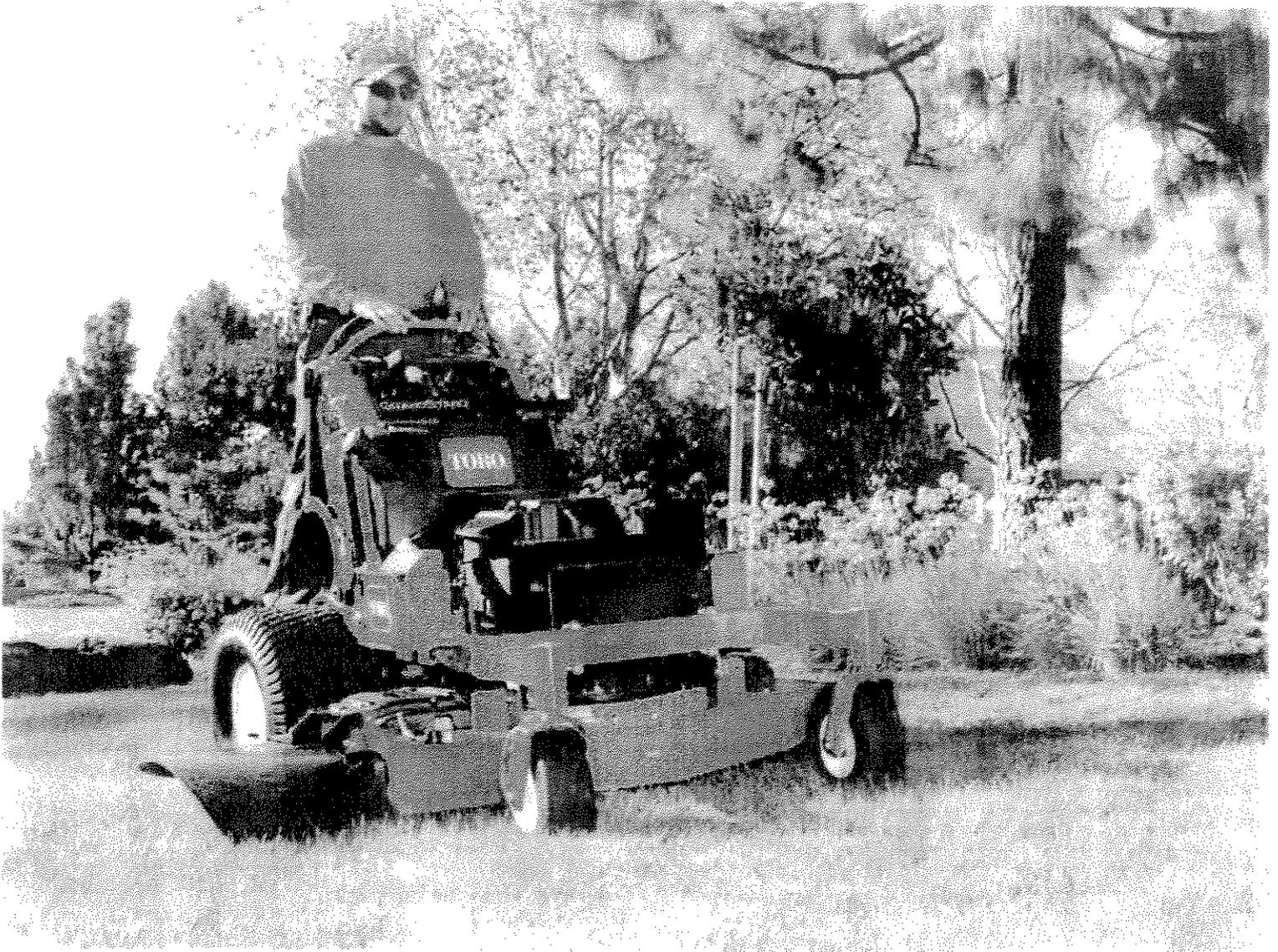


Servis, Rhino, and Turf Flex are registered trademarks of the Alamo Group Inc.



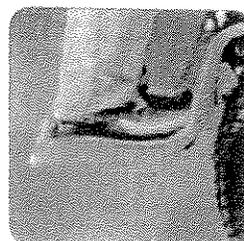
The Toro® GrandStand™ Takes a Stand on Comfort and Performance

Through increased operator comfort, outstanding traction and handling, and an incredible after-cut appearance, the Toro GrandStand takes stand-on mower innovation to another level. Simply put, choosing a GrandStand is a decision you'll always be comfortable with.



TRACTION AND HANDLING

The wide stance and optimal balance of the GrandStand enhance hillside stability and control. Because there are no restrictions to limit operator motion, operators can shift weight as needed to further enhance the performance of the machine.



FATIGUE-REDUCING SUSPENSION

The revolutionary Flex-Ride operator platform suspension* keeps operators fresh, resulting in less fatigue and higher productivity throughout the day. And it doesn't matter whose turn it is to use the GrandStand — the suspension is self-compensating for operators of different sizes.



STAND-ON MOWER PRODUCTIVITY

- **Combines speed of a zero-turn rider with maneuverability of a walk-behind**
- **Compact size enhances versatility and saves trailer space**
- Outstanding hillside traction and handling through optimal balance
- Excellent operator visibility leads to less damage and higher-quality work
- Easy access on and off the machine

"FLEX-RIDE" OPERATOR PLATFORM

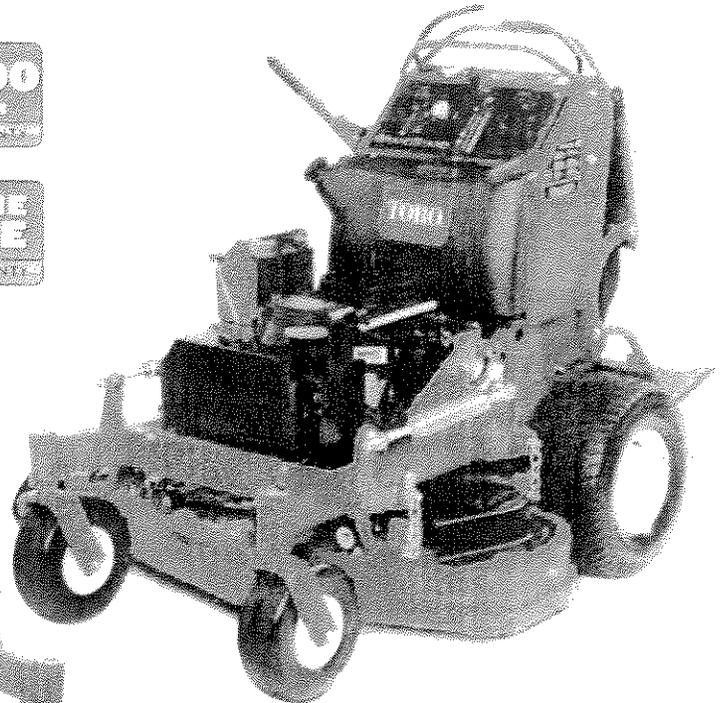
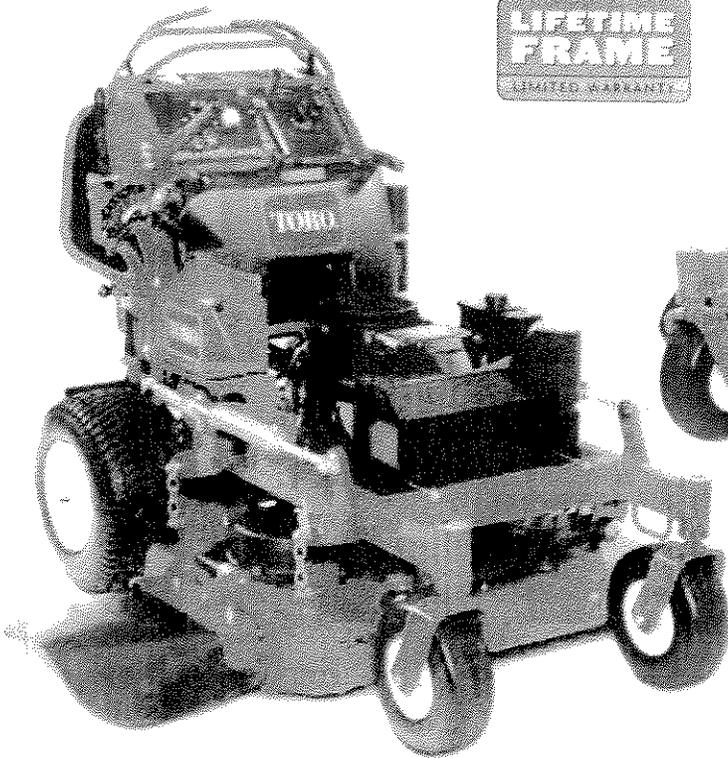
- Fatigue-reducing suspension system extends operator productivity
- **Foldable operator platform provides 2-in-1 versatility and conserves space**
- Large surface area with sloped sides allows operators to shift weight easily
- Anti-fatigue rubber mat reduces vibration and improves footing
- No restrictions on operator movement

EASY-TO-USE CONTROLS

- Low-fatigue, twin lever steering controls are within easy reach
- Variable speed control aids in operator training and improves precision
- Height-of-cut is adjusted right from the operator platform
- No-tools hydro tracking adjustment
- Passive operator presence control

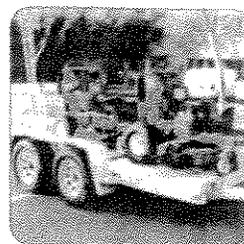
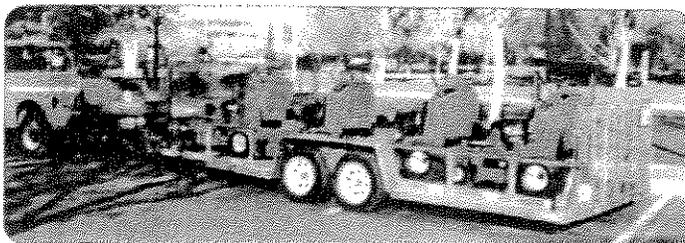
5 YEAR
LIMITED WARRANTY

LIFETIME
FRAME
LIMITED WARRANTY

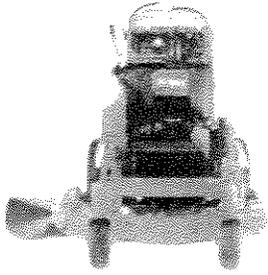


MODEL NUMBER	ENGINE	CUTTING DECK	ACRES / HOUR
74534	18 hp Kawasaki ¹⁾	36" TURBO FORCE ²⁾	2.9
74536		40" TURBO FORCE	3.2

1) For additional product specifications see pages 28 and 31.
2) Maximum acres per hour based on 100% efficiency (4000 sq ft of cut). Actual productivity dependent upon conditions.

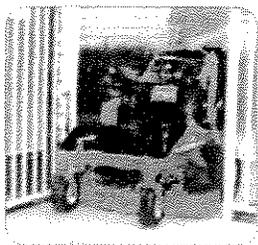


SPACE SAVER
With the platform folded up, the GrandStand is ultra-compact for transport or storage. That means you can put more machines on your trailer...or outfit your crews with smaller trailers.



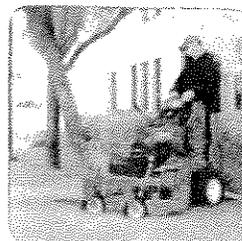
A Toro® GrandStand™ for any Application

The expanded GrandStand line-up now includes 36-inch and 40-inch models, which offer the compact size necessary to get through gates and tight spaces. Without compromising the speed, performance, comfort or durability of the original GrandStand, Toro developed these new models so contractors can choose the right size mower for any job, large or small.



GATE ACCESS

The ultra-compact footprint of the 36" and 40" models makes them ideal candidates for use on smaller residential properties, or in areas where gate access and maneuvering in tight spaces is required.



SPEED AND MANEUVERABILITY

A cross between wide-area walk-behinds and zero-turn riders, the 36" and 40" models are compact, fast, maneuverable, and more productive than the walk-behind mowers traditionally used on smaller properties.



STAND-ON MOWER PRODUCTIVITY

- Combines speed of a zero-turn rider with maneuverability of a walk-behind
- Compact size enhances versatility and saves trailer space
- ▶ **Outstanding hillside traction and handling through optimal balance**
- Excellent operator visibility leads to less damage and higher-quality work
- Easy access on and off the machine

FLEX-RIDE™ OPERATOR PLATFORM

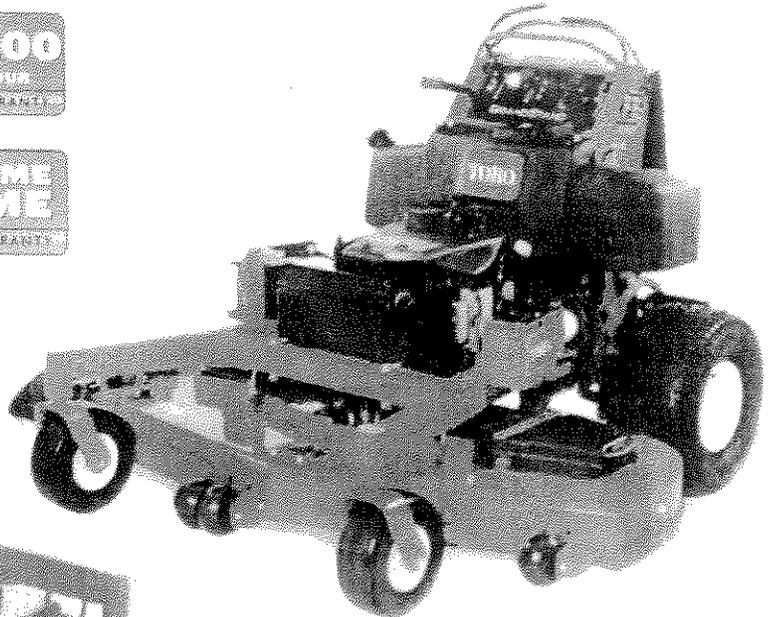
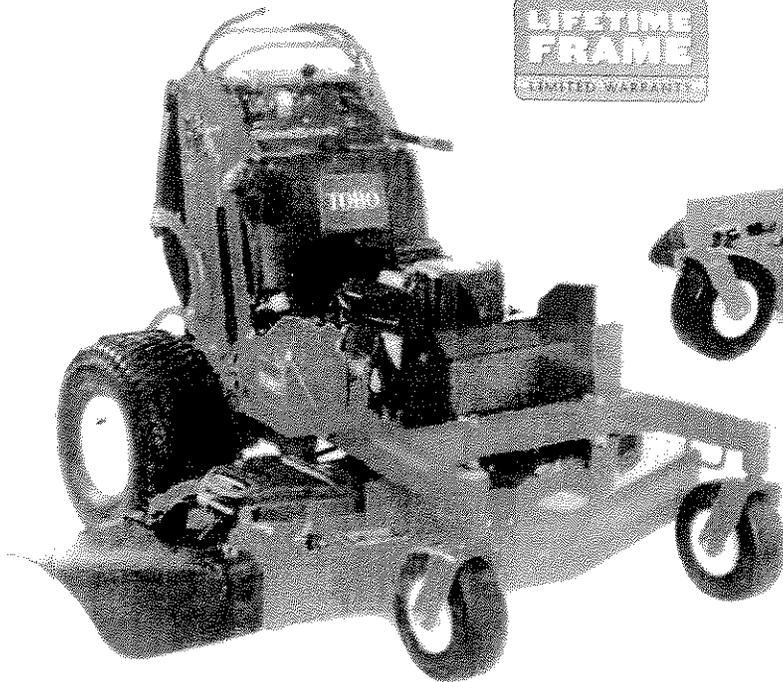
- ▶ **Fatigue-reducing suspension system extends operator productivity**
- ▶ **Foldable operator platform provides 2-in-1 versatility and conserves space**
- Large surface area with sloped sides allows operators to shift weight easily
- Anti-fatigue rubber mat reduces vibration and improves footing
- No restrictions on operator movement

EASY-TO-USE CONTROLS

- Low-fatigue, twin lever steering controls are within easy reach
- ▶ **Variable speed control aids in operator training and improves precision**
- Height-of-cut is adjusted right from the operator platform
- No-tools hydro tracking adjustment
- Passive operator presence control

5 **1200**
YEAR HOUR
LIMITED WARRANTY

LIFETIME
FRAME
LIMITED WARRANTY



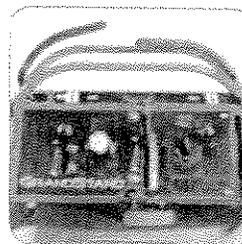
MODEL NUMBER	ENGINE	CUTTING DECK	ACRES/HOUR
74538		48" TURBO FORCE®	3.9
74539	20 hp Kawasaki®	52" TURBO FORCE	4.2
74548		48" TURBO FORCE	3.9
74549	24 hp Kawasaki	52" TURBO FORCE	4.2
74550	25 hp Kawasaki	60" TURBO FORCE	5.0

1) For additional product specifications, see pages 19 and 20.
2) Maximum acres per hour based on 100% efficiency. Actual acres per hour dependent upon conditions.



2-IN-1 VERSATILITY

In situations where the operator may want or need to walk, Toro's foldable operator platform instantly converts the GrandStand to a walk-behind. When it's time to ride, just lower it back down — saving time, money and trailer space by eliminating the need to switch from one mower to another.



VARIABLE SPEED CONTROL

Patent-pending variable speed control changes drive tire response without limiting the travel of the controls, or slowing down the engine and blades. From precise maneuvers in delicate areas to training new users, the GrandStand's easy-to-use controls make operation a breeze.

Reinders



Mark Robel, SCPS
 Territory Manager
 13400 Watertown Plank Rd.
 Elm Grove, WI 53122
 Cell #(414) 313-5296
 Main Fax (262) 786-6111
mrobelt@reinders.com

For: Lake Geneva, City of
 1065 Cary St.
 Lake Geneva, WI 53147

Acct. # 125380
 Attn: Ron Carstenen

Quote ID Progressive 15 ft	Quote good Until 2/3/2011
Quote Date 1/3/11	Tax Not Included In Quote

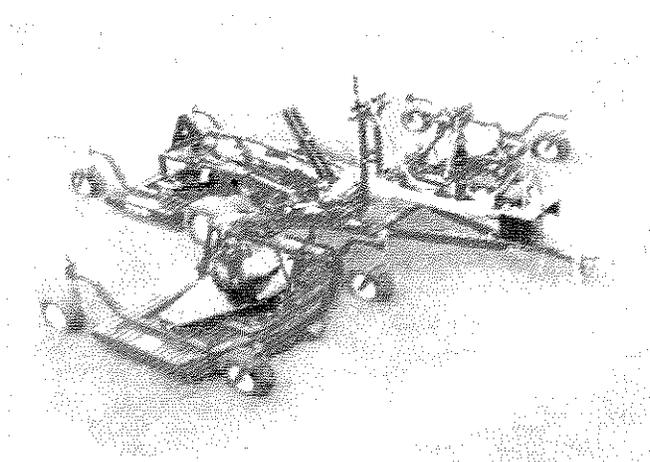
Page 1 of 1

PRICE QUOTATION

Qty	Model #	Description	Sale Price
1	526515B	Progressive TD-65	MSRP: \$18,711.00
2	521825	Front/Rear Anti-Scalp Kit for TD65 15 1/2ft. Tri-Deck Finishing Mower Zero turn radius 30-50 hp req. @540PTO	Municipal Discount: (\$3,742)
Total:			\$14,968.80

12,400.00

\$/27,368.80

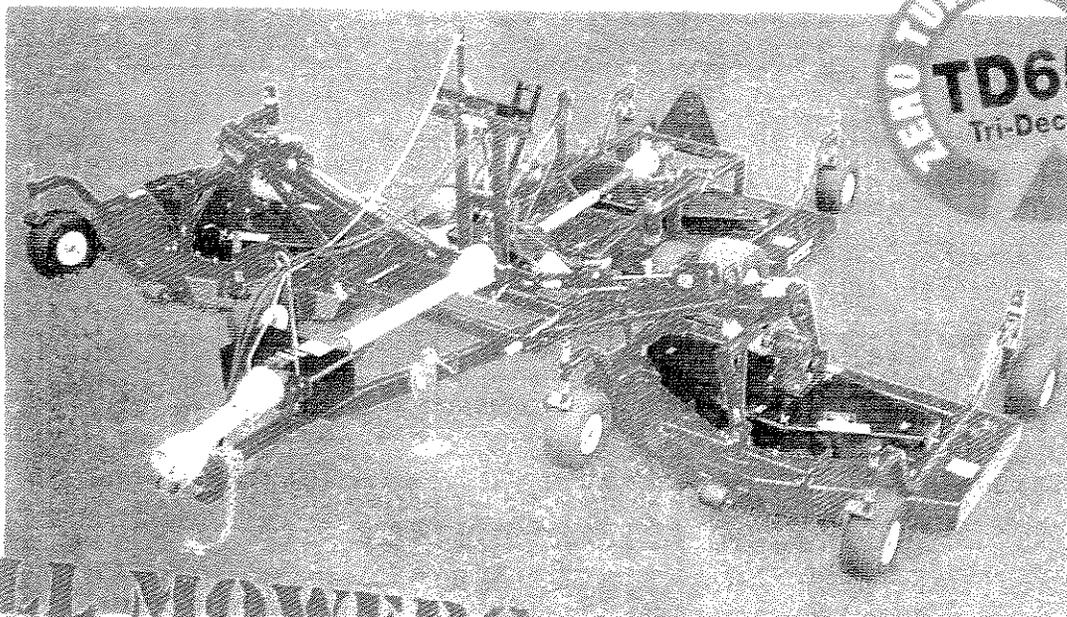


PROGRESSIVE TURF EQUIPMENT

12 ft.

Tri-Deck Rotary Finishing Mowers

15½ ft.



**ALL MOWERS ARE
NOT CREATED EQUAL!**

Productivity with a Quality Cut

The Progressive Tri-Deck Rotary Finishing Mower is designed to maintain all large mowing areas. By utilizing your own tractor, the Tri-Deck can mow from 50-75 acres in an eight hour day, at speeds up to 6 mph.

Besides saving you time, labor and money, you still have your tractor available for other jobs after mowing.

Operator friendly, simple and very low maintenance requirements are all built in features of the Progressive Tri-Deck Rotary Finishing Mower. With 3 independent floating decks mounted to a main transport frame, the Tri-Deck Mower will follow most ground conditions encountered during the mowing of parks, industrial sites, school yards, large recreation areas, and golf courses without scalping.

Here's one secret for our superior quality cut!

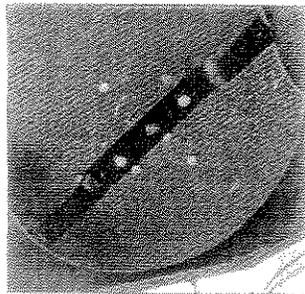
High lift rotary blades create enough vacuum to lift the grass for a clean even cut and then disperse the clippings evenly through the rear discharge system, leaving all cut areas with a finished appearance. Only minutes are required to change cutting height from 1" to 5" without the use of tools. All functions for transport and mowing positions are activated without leaving the tractor seat.

When you require a large acreage mowing machine that will give you years of reliable performance with versatility and durability built in, count on the most economical machine available today. Insist on the Progressive Tri-Deck Rotary Finishing Mower.

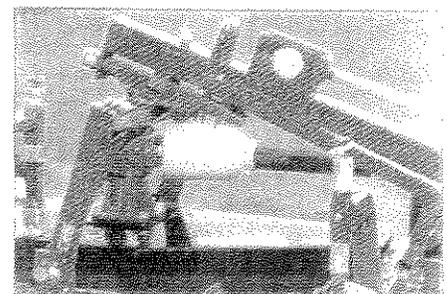
Solid Construction = Dependable Service



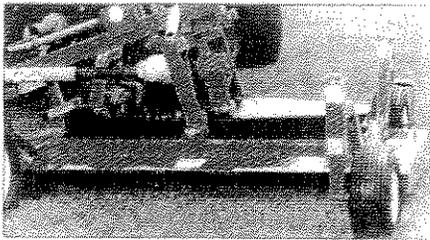
The heavy duty gear box with hardened gears, 500 shafts, and 1000 lb. deck. An STD shaft and King pin are made of pipe for additional safety. The deck is drawn on a 100 lb. steel plate.



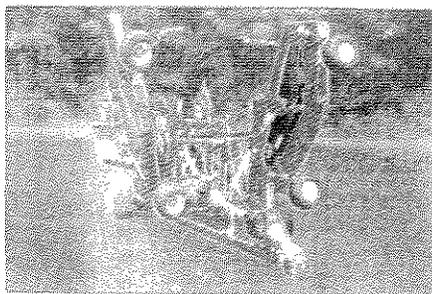
Blades are attached to support bars with 3/4" bolts. All box components are interchangeable.



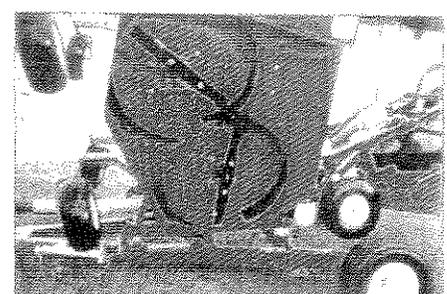
The main frame and wings are drawn on 100 lb. steel plate and are 100% welded. The deck is supported by a 100 lb. steel plate. The deck is supported by a 100 lb. steel plate.



A single piece 3/16" steel deck is formed and welded, with bracing at high stress areas to provide for maximum structural strength. Open back discharge allows clippings to be dispersed without clogging up. Rear cut after cut appearance second to none.



Narrow transport with wheels mower to be moved easily in tight locations. Six rigid "in line" tires keep mower in place while mowing along hillsides. Replaceable castor wheel bearings.



Optional Mowing Kits available for both engines. Specifically designed mowing blades and castor baffles are supplied and attach easily to the deck.

SPECIFICATIONS

DESCRIPTION	T065-2 (12')	T065 (15.5')	Options
Recommended HP	25.5	25.5	None
Cutting Width	12'	15.5'	None
Transport Width	17.5"	17.5"	None
Height	41.5"	41.5"	None
Length	41"	41"	None
Ground Clearance	4.5"	4.5"	None
Spindles	2	2	None
Blades	2 per spindle 2 per view	2 per spindle 2 per view	None
Weight	1300 lbs.	1300 lbs.	None
Torque Weight Transport	135 lbs.	135 lbs.	None
Mowing	25.5	25.5	None
Mowing Capacity MPH	1.5	1.5	None
160 turn	160	160	None
Ground Pressure	1.5	1.5	None
Tire to Ground	1.5	1.5	None
Number of Tires	6	6	None
Deck Floor	100 lb. steel plate	100 lb. steel plate	None
Deck Drive	100 lb. steel plate	100 lb. steel plate	None
Belt Adjustment	100 lb. steel plate	100 lb. steel plate	None
Deck Construction	100 lb. steel plate	100 lb. steel plate	None
Cutting Height	1.5"	1.5"	None
Spindles	2	2	None
Blades	2 per spindle 2 per view	2 per spindle 2 per view	None
Transport tires	6 rigid "in line"	6 rigid "in line"	None
Wheels	6 rigid "in line"	6 rigid "in line"	None
Gear Boxes	1	1	None
PTO Shaft	1	1	None
Paint Finish	100 lb. steel plate	100 lb. steel plate	None
Safety Locks	100 lb. steel plate	100 lb. steel plate	None
Warranty	100 lb. steel plate	100 lb. steel plate	None
Options:			
Mowing kits	100 lb. steel plate	100 lb. steel plate	None
Rear Deflector Kits	100 lb. steel plate	100 lb. steel plate	None
Anti-Scalp Rollers	100 lb. steel plate	100 lb. steel plate	None



157 West William Street, Scarborough, Ontario Canada M0K 1W0
Tel: (519) 527-1080 • 800-668-8873 • Fax: (519) 527-7213
E-mail: info@progressive-turf.com • Web: www.progressive-turf.com

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Lake Geneva City DPW
Attn: Ron Carstensen

FOR MARK ROBEI

Bill Sherer
2345 Pewaukee Road
Waukesha WI 53188
Tel: 262-524-0200
Fax: 262-524-2164
email: bsherer@reinders.com

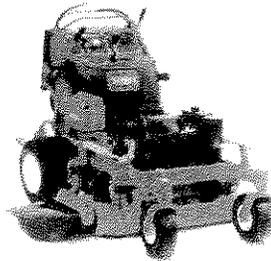
<u>Quote ID</u>	<u>Terms</u>
70911	30 Days
<u>Quote Date</u>	<u>PO #</u>
06 July '11	

PRICE QUOTATION

<i>QTY</i>	<i>ITEM #</i>	<i>DESCRIPTION</i>	<i>Your Price</i>
1	74538	Toro GrandStand 20hp Kawasaki w/48" Turbo Force Deck	\$ 6,100.00
1	74539	Toro GrandStand 20hp Kawasaki w/52" Turbo Force Deck	\$ 6,200.00
1	74548	Toro GrandStand 24hp Kawasaki w/48" Turbo Force Deck	\$ 6,300.00
1	74549	Toro GrandStand 24hp Kawasaki w/52" Turbo Force Deck	\$ 6,400.00

PLEASE NOTE:

5 year/ 1200 hour Warranty on above machines



Reinders

Bill Sherer

**CITY PLAN COMMISSION
MONDAY, JULY 18, 2011 - 6:30 PM
COUNCIL CHAMBERS, CITY HALL**

Meeting called to order by Mayor Connors at 6:30pm.

Roll Call: Alderman Hartz, Commissioners Hill, Olson, Skates, and Poetzinger. Also Present: Mayor Connors, City Attorney Draper, Building/Zoning Administrator Brugger, Administrative Assistant Special, City Administrator Jordan and City Planner Slavney. Commissioner Flower was excused.

Hartz/Skates motion to approve minutes of June 20th, 2011 Plan Commission meeting. Motion carried.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes. Applicants will be allowed when their item is discussed.

None.

Correspondence.

Letter received from Attorney David Williams addressing items 6 & 7 on tonight's agenda.

Presentation of proposed amendment to the Comprehensive Plan by Geneva Ridge representatives. Attorney Mark Sansonetti on behalf of Geneva Ridge Joint Venture, 5521 N. Cumberland, Chicago, IL 60656 approached the podium to request a consideration of an amendment and correction to the City's Comprehensive Plan. He makes reference to their previous Plan Commission's attendance of meetings and his April 2011 and June 2011 letter to the City and how the City's endorsement of the SEWRPC Water Utility Service Plan is in conflict with the City's Comprehensive Plan. Attorney Sansonetti went through his previous packet of information (including maps) that makes reference to the history of the planning of this property, the City and generally the south corridor of the City. Attorney Sansonetti makes note that there is no specific development plan before you tonight which would sometimes request or necessitate such a plan amendment. His specific request (tonight) is being made underneath the guise if the Plan that is currently available on the City's website that allows for the revision of Plans when the plan itself becomes inconsistent with itself or with policies and procedures that are in existence. The current text sections of Planned Neighborhood and Planned Mixed Use are identified correctly. The text definitions are consistent with the placement of the Planned Neighborhood and Planned Mixed use on the Geneva Ridge parcels. However, the map does not reflect the same designation to the Geneva Ridge parcels as the text does, therefore, the Geneva Ridge representatives request for a change to the plan to eliminate the inconsistencies. Hartz asks what conditions have changed since December 2009 that the City should entertain an amendment to the Plan. Sansonetti does not have a specific Plan to make changes to, however, he asks that the Comprehensive Plan, because it has become inconsistent with itself, the SEWRPC plan and the City's own actions to adopt the SEWRPC plan. This is why an amendment should be made to correct the Plan and have it become consistent. Hartz then asked what the intentions are with the property. Sansonetti says that if the Plan is amended, the Geneva Ridge group hopes to embark on development discussion which may move forward if a productive discussion is considered. Hartz asked if the properties that were split into 9 separate parcels will be changed from those into something else. Sansonetti doesn't believe that those were ever recorded (taking the 9 parcels into 18 parcels) and are no longer valid. Hartz asked if we have adopted a Plan for making amendments or if this is a unique situation. Attorney Draper states that we are treating this as a unique situation and part of the plan is to adopt a participation plan of which the City has begun. Mayor Connors confirms the SEWRPC plan that was mentioned and that it was a ground water study - having to do with water supply and whether people were drawing from the shallow aquifer (such as our area) or a deep aquifer and not believing that it had anything to do with sewer service area. Sansonetti agreed and stated that it identifies the areas within the City of Lake Geneva that are to be served by the City's water utility. The Water Utility Map as identified in the Water Utility Plan in SEWRPC recent land use plan calls for urban density on the Geneva Ridge property and to be served by both water and sewer. Hill asks about what is involved with a unique consideration. Attorney Draper stated that the City Council heard the matter and made a recommendation to the Plan Commission. Plan Commission will then make a recommendation back to the Council. Therefore, the Council made the decision that this was a unique consideration. It was determined that the Plan Commission recommended a resolution for a public

participation to the Council (who approved it) at the last meeting. This was the first step in creating a process for amending the Comprehensive Plan. This unique consideration can be done independently from the official (formal) process of amending the Comprehensive Plan (since there is not an official process as of this time).

Public Comment on proposed Comprehensive Plan amendment as presented by Geneva Ridge representatives. Richard Malmin, N1991 S. Lake Shore Drive, Town of Linn, approached the podium and expressed his disapproval of Geneva Ridge.

Margaret Lass Gardiner, Highway 120, Town of Linn, approached the podium and shared how Highway 120 has traffic that goes way too fast. She also expresses her concern in changing the Comprehensive Plan too often. She believes that the Plan needs no correction.

Grace Hanny, W2865 Swinghurst Lane, Town of Linn, She Thanks the City for allowing her to speak. She explains that she has willingly cooperated with all the public facets of putting the City's Plan together. She doesn't believe that the wetlands that are on the Geneva Ridge property should be disturbed as it could cause problems.

Jo Williams, 307 Water Street, City of Lake Geneva, She believes that there is no reason to change the Plan for more development. She explains if the Plan is allowed to change for one group, it will have to be allowed for others. Ms. Williams states that frequent amendments to documents should be avoided or else the Plan becomes meaningless.

Richard Marra, W2290 South Shore Drive, Town of Linn, feels that this property has been given due process. This would be a great financial stress to the City.

David C. Williams, 1629 Evergreen, City of Lake Geneva also speaking on behalf of Lower Density Development, Lois Whiting and Susan Whiting.(Town of Linn). He expresses (as also noted in his letter of correspondence) his objections with making a change to the Comprehensive Plan.

Lynn Ketterhagen, Geneva Lake Conservancy, 398 Mill Street, Fontana. She expresses that the Conservancy recommends not amending the Comprehensive Plan.

Review and recommendation on a proposed amendment to the Comprehensive Plan as presented by Geneva Ridge representatives. Hill asks for a clarification of the zoning designation for the Geneva Ridge land. She asks if it has always been designated as Planned Mixed use until 2009. Slavney states that since he has been involved since 1990 this land had been Planned Neighborhood Development. Slavney states that Geneva Ridge is asking for an amendment to the Comprehensive Plan not a zoning change at this time. The Plan amendment is simply changing the designation of future use. There is a consistency requirement, that the zoning be consistent, but Geneva Ridge has not come in with a specific request for zoning. They are simply asking for a change to the Comprehensive Plan to designate the Geneva Ridge land as a Planned Neighborhood area and the little section as a Planned Mixed Use area. After the Plan is changed, the zoning map change could be done. Typically the change is made by the applicant but it could also be done by the City. Slavney approached the maps on the easel to show the audience the areas that are being talked about and how some boundary lines are not allowed to be moved by the City. A formal request must be made and other jurisdictions need to recommend and approve those changes. Hill asked when the parcel was annexed into the city. It was stated that the lengthy annexation process concluded at the end of 2004. Slavney stated that at this time, the Town of Linn approved its Comprehensive Plan (which showed parts of the Geneva Ridge property for Neighborhood Development) and the City adopted its South Neighborhood Plan (which showed Suburban density requirements). The Town of Linn's density was similar to what was nearby that land, and the City recommended densities that were similar to what was in the city. That is why there is a difference in the densities. Hill stated that the 1999 Plan and the more detailed South Neighborhood plan (zoning designations) were in place until the 2009 Comprehensive Plan was adopted. It was noted that with the adoption of the 2009 Plan that it wipes out all previous zoning designations to have the most current one. Mayor Connors asks Slavney if other municipalities that he works with allow for a yearly change of their Plans. He said most municipalities that he works with do use an annual review cycle. However, some of them haven't had their yearly review for the last couple years due to the market conditions. Generally, all of those plans are written to enable a property owner or the City to initiate a reconsideration of the Plan's recommendations. This is not a quick process. Typically this would take two to three years to get all the approvals, permits, etc. Hartz asked who makes an application to SEWRPC to make a change to the Urban Service area. Slavney stated that the City would initiate the change. Hartz stated that Sansonetti made reference to a large portion of the Geneva Ridge

property was within the City's urban service area or projected service area. Hartz believes that that is incorrect. He asks Slavney to explain. Slavney states that there is a modest portion of the subject property that is within the sewer service area. The projected sewer service area was taken off the draft plan at the final meeting. The City's utility studies which had been done in the late 1980's, indicate this area as efficiently served by public water and sewer. So in the City's utility plans, this area he believes remains identified as an efficiently services area. The formal sewer service boundary only comes into this property at a few points. Slavney states that the City's Plan is full of maps that are full of recommendations represented by many different colors. Therefore, there are different recommendations for different properties. It is noted that certain properties cannot be favored over market circumstances to show unusual discrimination on specific properties. This is property within the City limits. The City planners designation for the Geneva Ridge Property was not followed (Planned neighborhood and Planned Mixed Use) and the City made a change to put the Rural/Ag land use designation on that property. This change was not consistent with previous plans. The next process is to have a public hearing and that will be at the Council meeting August 22nd 2011. This is set statutorily to be in front of the Council. Some sort of recommendation needs to be made for the Council tonight. Slavney says that there is not statutory guidance when it comes to making the recommendation. Therefore, the City can recommend as presented, deny or recommend with changes. More discussion followed. Hartz asked what commitment the City would be making to return back to the May 2009 map. Slavney stated that as a Planner it refers to in the Statues (consistency requirement) which say that decisions related to properties need to be, shall be consistent with the Comprehensive Plan. It doesn't talk about timing or all the things that need to add up to make development happen at a particular time. **Hartz/Connors motion to recommend a change to the Comprehensive Plan utilizing Map 5 from the May 12, 2009 draft as depicted by Vandewalle and Associates only as referenced for the Geneva Ridge properties.** Discussion followed. Roll Call vote: Hartz: Yes, Hill: No, Olson: Yes, Skates: No, Poetzing: Yes, Connors: Yes, Brugger: Yes. **Motion carried 5-2.** **Hartz/ Poetzing recommend a change to the Comprehensive Plan utilizing Map 7 from the December 14, 2009 draft as depicted by Vandewalle and Associates to include the Geneva Ridge properties (as provided for the July 18, 2011 Plan Commission meeting) to update the potential future urban service area.** Roll Call vote: Hartz: Yes, Hill: No, Olson: Yes, Skates: No, Poetzing: Yes, Connors: Yes, Brugger: Yes. **Motion carried 5-2.** Slavney wanted to make note that the motion just made had to do with the boundary shown on the map that he provided the Plan Commission tonight with the red line. Slavney left his seat.

Public Hearing and action on a Conditional Use Application filed by William R. Steininger, 1106 Wisconsin Street, Lake Geneva, WI 53147, for the installation of a decorative fence in excess of three feet in the streetyard at 1106 Wisconsin Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00185. Brugger explains the applicant was unable to be here tonight to answer questions but that he (Brugger) would attempt to answer any questions that may arise. It is an aluminum wrought iron look of a fence that will be inside the existing landscaping along the sidewalk. Skates/Olson motion to close the public hearing. Motion carried. Hartz/ Olson recommend approval on the Conditional Use Application filed by William R. Steininger, 1106 Wisconsin Street, Lake Geneva, WI 53147, for the installation of a decorative fence in excess of three feet in the streetyard at 1106 Wisconsin Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00185 including all staff recommendations. Discussion followed. Motion carried.

Public Hearing and action on a Conditional Use Application filed by Babcock Signs, PO Box 1246, Janesville, WI 53546 for Lake Geneva Chevrolet, 715 Wells Street, Lake Geneva, WI 53147, to change inserts on an existing non-conforming sign at the following location at 715 Wells Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00399B. Richard Peterson, 308 Walnut Street approached the podium on behalf of Lake Geneva Chevrolet and stated that the dealership (and General Motors) wanted to take the name Pontiac off the sign. Pontiac is no longer producing vehicles. It was discussed to add a planted on top of the asphalt to add some landscaping to the sign. Shawn Murphy from Babcock Signs approached the podium to explain the GM logo box (and interior illumination) is proposed to be removed off the sign as well and the Pontiac insert. Hill/Skates motion to close the public hearing. Motion carried. Skates/ Olson motion to approve the Conditional Use Application filed by Babcock Signs, PO Box 1246, Janesville, WI 53546 for Lake Geneva Chevrolet, 715 Wells Street, Lake Geneva, WI 53147, to change inserts on an existing non-conforming sign at the following location at 715 Wells Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00399B including any staff recommendations and the addition of installing a planter at the base of the sign. Discussion followed. It was noted that the ten year clock has been re-started as a sunset date for this non-conforming sign. Motion carried.

Public Hearing and action to amend the General Development Plan and Precise Implementation Plan of an existing Planned Development filed by Ralph Toms of Mill Creek Hotel, 123 Center Street, Lake Geneva WI, 53147, to expand the deck area at 123 Center Street, Lake Geneva, WI 53147, Tax Key No. ZMIL 00001-34. Ralph Toms, the operations manager for the Mill Creek Hotel at 123 Center Street approached the podium and explained his project. Mr. Toms excused himself for a drink of water and then returned. He showed pictures showing the steep drop off located just past the planters on the edge of the concrete patio that are of a concern for safety. Mr. Toms also shows the rendering of the proposed deck with the additional railings. He explains that there will be no additional encroachment into the Nature preserve. There is no additional future expansion noted. Hill asked if the entire area of the proposed deck is concrete patio. Mr. Toms explains yes, including the planter areas. There are two benches proposed, one where the existing patio and deck met up and one along the side adjacent to the post office. Hill/Skates motion to close the public hearing. Motion carried. Hill/Olson motion to amend the General Development Plan and Precise Implementation Plan of an existing Planned Development filed by Ralph Toms of Mill Creek Hotel, 123 Center Street, Lake Geneva WI, 53147, to expand the deck area at 123 Center Street, Lake Geneva, WI 53147, Tax Key No. ZMIL 00001-34 including all staff recommendations. This project stays within the setback area. Brugger explains that this is more of a resurfacing project. The amendment of the GDP/PIP re-sets the setback lines. Mayor Connors explains that this proposal will be much safer than what was there before. Motion carried.

Review and Action on a Certified Survey Map Application filed by George Jr. and Debra Reuss, 1022 Park Row, Lake Geneva, WI 53147 for a lot line adjustment to existing property at 1022 Park Row, Lake Geneva, WI 53147. Brugger explained the original project from 1999. Unfortunately the CSM which was approved was never recorded. It now needs to be re-approved in order to be recorded. A letter from the City Engineer dated July 18, 2011 addresses some concerns. Brugger agrees with all of them except the last item referring to the certificate names and will re-confirm that it can be left with the City Plan Commission and not the Council as what was once needed back with the original approval. Attorney Draper agreed. Hartz confirmed that we are not creating any lots. Brugger stated even at the original time, it was not creating any new lots. Hartz/Skates motion to approve the Certified Survey Map Application filed by George Jr. and Debra Reuss, 1022 Park Row, Lake Geneva, WI 53147 for a lot line adjustment to existing property at 1022 Park Row, Lake Geneva, WI 53147 including the City Engineers first three recommendations of the letter dated July 18th 2011. Motion carried.

Downtown Design Review

None.

Hartz/Hill motion to adjourn at 9:01 pm. Motion carried.

/s/ Jennifer Special, Building/Zoning Administrative Assistant

These minutes are not official until approved at the next Planning Commission meeting.

STAFF REPORT
To Lake Geneva Plan Commission

Meeting Date: July 18, 2011

Agenda Item #9

Applicant:

William Steininger
1106 Wisconsin Street
Lake Geneva, WI 53147

Request:

Conditional Use approval to construct a decorative fence in the streetyard in excess of 36".

Description: The applicant would like to install a 48" high fence to contain a dog. As his parcel is a corner lot it has two street yards. In order to install a fence over 36" high in his street side yard a conditional use approval is required.

Staff Recommendation: Staff has no objection to the request.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #10

Applicant:

Babcock Signs / Lake Geneva Chevrolet
PO Box 1246 / 715 Wells Street
Janesville, WI 53546/ Lake Geneva, WI 53147

Request:

Conditional Use approval to change the inserts on
an existing non-conforming sign at 715 Wells Street
Lake Geneva, WI 53147.

Description: The applicant would like to modify an existing non-conforming pole sign to eliminate a brand of automobile that is no longer available.

Staff Recommendation: Staff has no objections to the proposed modification. It has been granted in the past for similar reasons and it is located in an area of other existing pole signs. It also would be subject to a ten year renewal.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now

exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #11

Applicant:

Ralph Toms / Mill Creek Hotel
123 Center Street
Lake Geneva, WI 53147

Request:

GDP/PIP amendment to expand the deck area at 123
Center Street, Lake Geneva, WI 53147.

Description: The applicants would like to construct an addition to an existing patio/deck area overlooking the Mill Race and Donian Park area to provide additional outdoor passive recreation area for guests.

Staff Recommendation: Staff has no objection to the proposed deck addition as it is being placed over an existing concrete patio area which is protected only by a series of terraced planters. The new deck would provide a railing for protection and to restrict unauthorized access. The applicant has indicated the deck frame work would be screened similarly to the existing deck.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

1. In general, the proposed PD/GDP/PIP amendment is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed PD/GDP/PIP amendment is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed PD/GDP/PIP amendment in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed PD/GDP/PIP amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

5. The proposed PD/GDP/PIP amendment is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the proposed PD/GDP/PIP amendment outweigh all potential adverse impacts of the proposed PD/GDP/PIP amendment after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed PD/GDP/PIP amendment is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed PD/GDP/PIP amendment is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed PD/GDP/PIP amendment in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed PD/GDP/PIP amendment does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

5. The proposed PD/GDP/PIP amendment is located in an area that will be adequately served by, and will not impose an undue burden on any of improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits of the PD/GDP/PIP amendment use do not outweigh all potential adverse impacts of the proposed PD/GDP/PIP amendment after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #12

Applicant:

George Jr. and Debra Reuss
1022 Park Row
Lake Geneva, WI 53147

Request:

Review and Action on a Certified Survey Map to
adjust lot lines to existing property at 1022 Park Row,
Lake Geneva, WI 53147.

Description: The applicant would to adjust the lot line between parcels to comply with his approved Planned Development site plan.

Staff Recommendation: Staff has no objection to the requested re-approval of the CSM lot line adjustment as it consistent with the approved Planned Development. The CSM was approved at the time of the PD approval but was never recorded. In order to record it, it must be re-approved.

Staff may provide additional comment on the above items and will comment on remaining agenda items at the meeting.



Zoning Administrator

CONDITIONAL USE RESOLUTION 11-R48

A Resolution authorizing issuance of a Conditional Use Permit for the installation of a decorative fence in excess of three feet in the streetyard at 1106 Wisconsin Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00185

WHEREAS, the City Plan Commission has considered the application filed by William R. Steininger, 1106 Wisconsin Street, Lake Geneva, WI 53147; and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on July 18, 2011.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to William R. Steininger, 1106 Wisconsin Street, Lake Geneva, WI 53147, for the installation of a decorative fence in excess of three feet in the streetyard at 1106 Wisconsin Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00185, including all staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 25th day of July, 2011.

James R. Connors, Mayor

ATTEST:

Jeremy A. Reale, City Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

1106 Wisconsin St., Lake Geneva, WI 53147
ZOP 00185, N 113.6' lot 1 blk 20 E 3' of N 81' lot 2 blk 20

NAME AND ADDRESS OF CURRENT OWNER:

William R. Steininger + Beth Steininger

TELEPHONE NUMBER OF CURRENT OWNER: 262-248-4163

NAME AND ADDRESS OF APPLICANT:

William R. Steininger
1106 Wisconsin St., Lake Geneva WI 53147

TELEPHONE NUMBER OF APPLICANT: 262-248-4163

PROPOSED CONDITIONAL USE:

Decorative fence on side yard to restrain and
confine Labrador Retriever

ZONING DISTRICT IN WHICH LAND IS LOCATED: SR-4: Single family residential-4

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Erecting decorative, enclosed fence to restrict + contain
Labrador Retriever

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

June 8, 2011
DATE

William Steininger
SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

REIMBURSABLE BY THE PETITIONER / APPLICANT. The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any finance charges that may accrue. The City may apply the charges for these services to the Petitioner. The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the Petitioner pays such fees. Review fees which are applied to a Petitioner and which are not paid, may be assigned by the City as a special assessment to the subject property. Petitioner hereby expressly waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. Petitioner further authorizes the City Treasurer or City Clerk to levy and collect review fees and additional fees upon the affidavit of the City Administrator or the Zoning Administrator stating that such fees are reasonable and that payment is overdue. The Petitioner shall be required to provide the City with an executed copy of the following form as a prerequisite to the processing of the development application:

William Steininger, as applicant/petitioner for:

Name: _____

Address: 1106 Wisconsin St.

Lake Geneva, WI 53147

Phone: 262-248-4163

Agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof.

Dated this 8 day of June, 2011.

William Steininger
Printed name of Applicant/Petitioner

William Steininger
Signature of Applicant/Petitioner

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)**

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

- Pre-submittal staff meeting scheduled:
Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- Follow-up pre-submittal staff meetings scheduled for:
 - Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 - Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 - Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 - Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- Application form filed with Zoning Administrator: Date: _____ by: _____
- Application fee of \$ _____ received by Zoning Administrator: Date: _____ by: _____
- Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 25 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator) Date: _____ by: _____
 ↓ *Draft Final Packet (1 Copy to Zoning Administrator)* Date: _____ by: _____
 ↓

- (a) A map of the proposed conditional use:
 - Showing all lands for which the conditional use is proposed;
 - Showing all other lands within 300 feet of the boundaries of the subject property;
 - Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);
 - Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
 - Map and all its parts are clearly reproducible with a photocopier;
 - Map size of 11" by 17" and map scale not less than one inch equals 800 ft.
 - All lot dimensions of the subject property provided;
 - Graphic scale and north arrow provided.
- (b) A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:
- (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations (see Site Plan Review checklist);
- (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as

proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

(e) Written justification for the proposed conditional use:

_____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (See below)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE - see attached

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

2. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

IV. FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 5 full scale copies in blue line or black line
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____
- ____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

The 48" high ornamental fence would be installed in the street yard for the purpose of containing our new puppy. This would prevent the dog from going closer than 6' to the sidewalk and would prevent her from interacting with anyone passing by unless they wished to approach her. The fence would be a decorative fence made of powder-coated aluminum which has the appearance of wrought iron without the rust problem. The installation in the street yard is necessary because of the house being on a corner lot with 2 front yards and no side yard suitable to this purpose.

William Steininger

1106 Wisconsin Street

Lake Geneva, WI 53147

bill_steininger@hotmail.com

262 248-4163

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. The proposed conditional use is consistent with residential land use goals, objectives, and policies by enhancing the esthetic appeal and character of the area which enhances Lake Geneva's identity and improves neighborhood conditions. It is also consistent with residential housing and neighborhood development goals, objectives, and policies by promoting the desirability of the living environment for all residents by enhancing the esthetic beauty of the area while promoting safety for pedestrians.

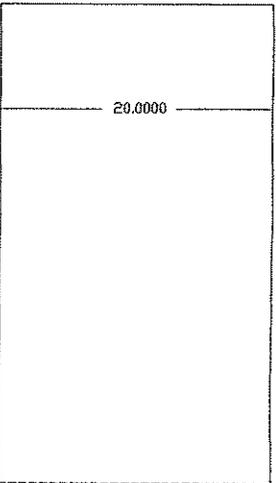
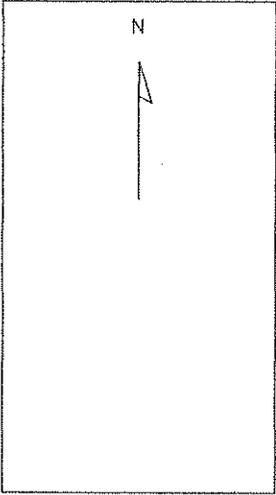
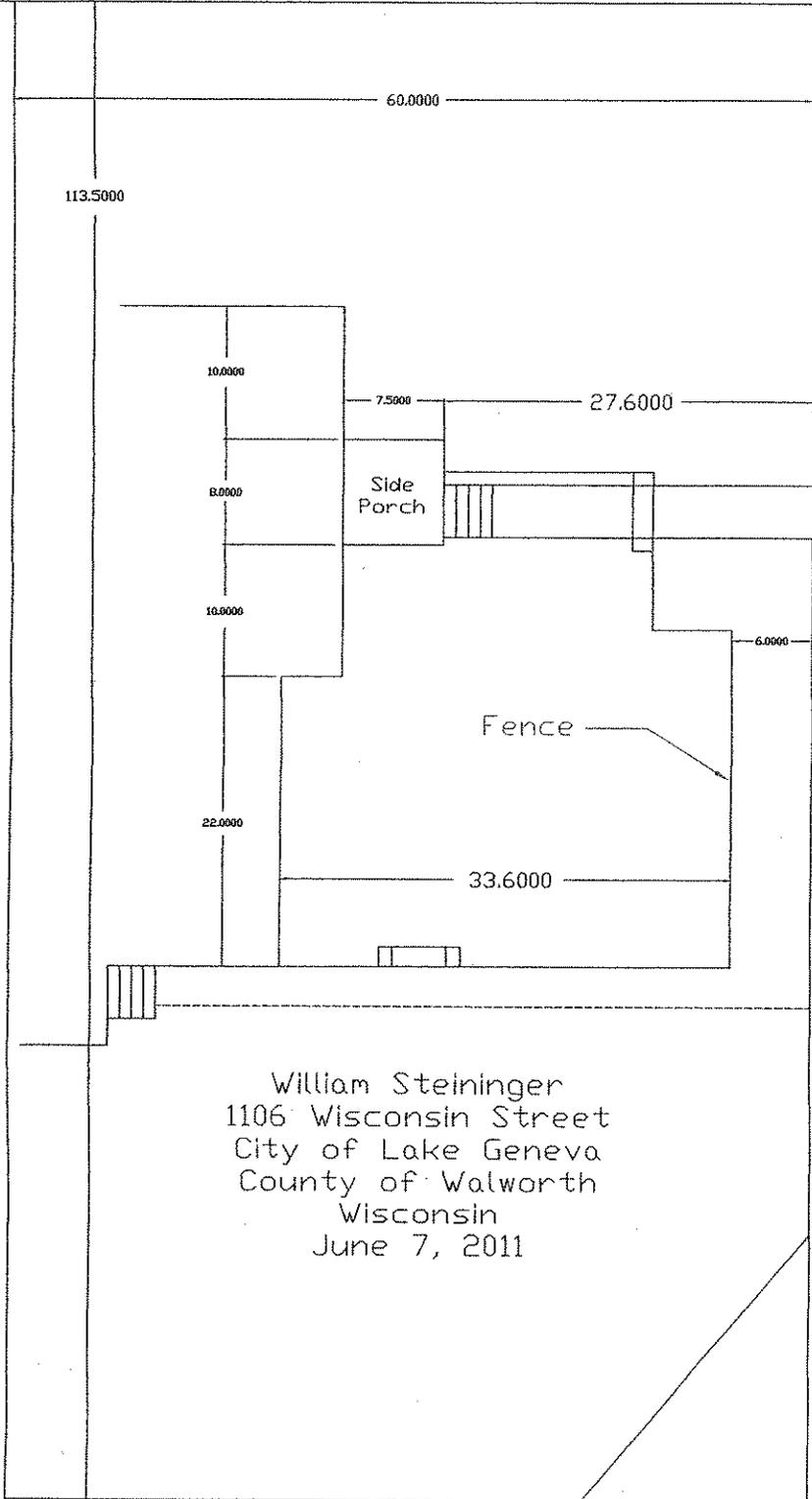
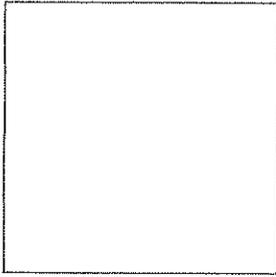
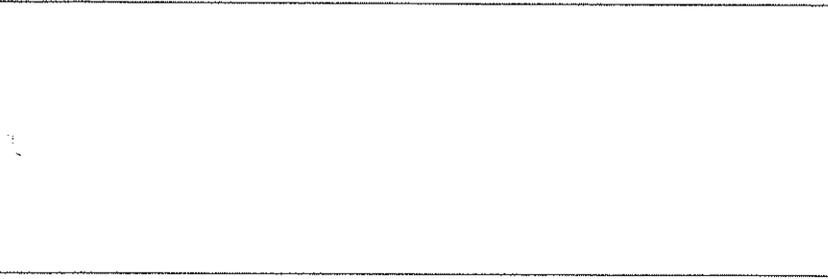
2. The proposed fence is ornamental in nature, which will maintain or enhance the community character and will promote "walkability" of the neighborhood. The fence will also be set far enough from the sidewalk as to discourage pedestrian interaction with the Labrador Retriever, which promotes public safety and wellbeing.

3. The proposed conditional use does not negatively impact any of the listed circumstances (e.g. traffic factors, parking, etc.) now or in the future. The proposed conditional use complies with the applicable Lake Geneva ordinances. It provides character and promotes safety.

4. The proposed conditional use is consistent with the permitted land uses: SR-3; SR-4; TR-6; MR-8; NO and NB. The proposed conditional use will not effect land use densities and intensity regulations or land use impacts as related to the environs of the subject property. The ornamental fence is decorative in nature, wrought iron, is at least 60 percent opaque, will be two or more feet from street yard property line, meets the conditional use permit requirements for height (see §98-720(3)(c)), and maintains the minimum Landscape Surface Ratio.

5. The proposed conditional use will be adequately served by, and will not impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

6. The potential public benefits, enhanced character, esthetics and safety, outweigh all potential adverse impacts of the proposed conditional use.



Warren Street

CONDITIONAL USE RESOLUTION 11-R49

A Resolution authorizing issuance of a Conditional Use Permit to change inserts on an existing non-conforming sign at 715 Wells Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00399B

WHEREAS, the City Plan Commission has considered the application filed by Babcock Signs, P.O. Box 1246, Janesville, WI 53546, for Lake Geneva Chevrolet, 715 Wells Street, Lake Geneva, WI 53147; and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on July 18, 2011.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to Babcock Signs, P.O. Box 1246, Janesville, WI 53546, to change inserts on an existing non-conforming sign located at 715 Wells Street, Lake Geneva, WI 53147, Tax Key Number ZOP 00399B, including all staff recommendations and, specifically, that a planter be installed at the base of the sign.

Granted by action of the Common Council of the City of Lake Geneva this 25th day of July, 2011.

James R. Connors, Mayor

ATTEST:

Jeremy A. Reale, City Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

715 Wells St. / ZOP 00399B

FOR LEGAL DESCRIPTION - SEE ATTACHED

NAME AND ADDRESS OF CURRENT OWNER:

Lake Geneva Chevrolet Buick GMC / MJJ Real Estate LLC

TELEPHONE NUMBER OF CURRENT OWNER: 262-249-5252

NAME AND ADDRESS OF APPLICANT:

Shawn Murphy / Dabcock Signs
PO Box 1246, Janesville, WI 53546

TELEPHONE NUMBER OF APPLICANT: 608-314-5404 (cell)

PROPOSED CONDITIONAL USE:

Allow a face change for an existing 11'3/4" x 11'3/4" free standing sign @ 36' OAH.

ZONING DISTRICT IN WHICH LAND IS LOCATED: Commercial

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

Dabcock Signs
PO Box 1246
Janesville, WI 53546

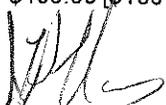
SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Auto sales/service

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

6/16/11

DATE


SIGNATURE OF APPLICANT

LAKE GENEVA CHEVROLET PROPOSED CONDITIONAL USE

The proposed conditional use for Lake Geneva Chevrolet is simply to maintain their existing free-standing sign while making a mandatory face change due to GM's elimination of the Pontiac brand. The existing sign faces currently include the dealership name badge along with the GM logobox, Chevrolet, Buick, Pontiac and GMC franchises that were offered on site. The proposed sign face would include just the name badge along with the Chevrolet, Buick and GMC products. In the proposal the GM logobox would also be eliminated. The sign size would not be increased with the proposed change.

JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purpose, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The proposed conditional use remains in harmony with the purpose, goals, objectives, policies and standards of the Zoning Ordinance. The existing sign structure in question remains safe and poses no health or safety risks to the public. Updating the current sign faces to accurately display the products available at the subject property has no negative impact on the aesthetics of the corridor.

2. How is the proposed conditional use, in its specific location, in harmony with the purpose, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The proposed conditional use is in harmony with the purpose, goals, objectives, policies and standards of the City as the subject sign structure remains consistent with the display of signage found on nearby parcels throughout this specific corridor.

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan, result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

No. The sign size and structure will remain the same therefore there will be no adverse impact on the corridor.

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

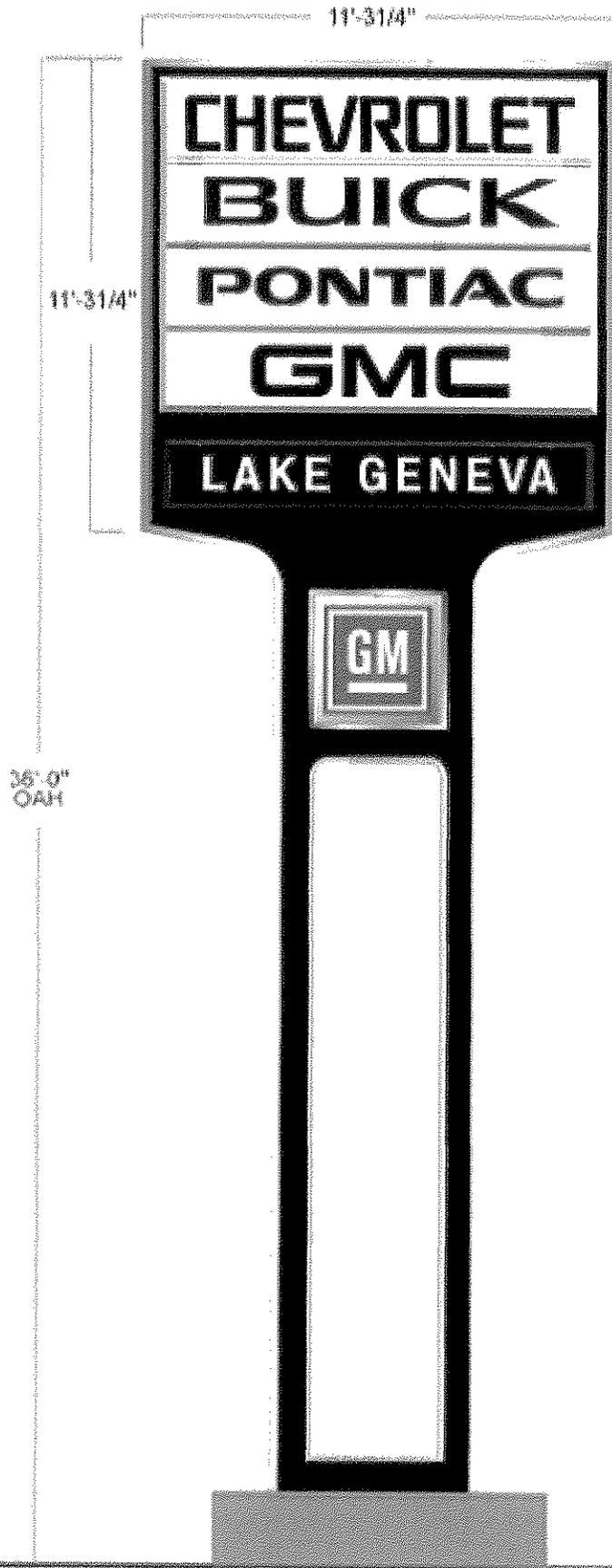
The proposed conditional use does not impact the current land use of the subject parcel nor does it impact the land use of neighboring parcels.

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by the public agencies serving the subject property?

Yes. The sign size and structure will remain the same therefore there is no impact on any improvements, facilities or services provided.

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

Yes. The Pontiac brand is no longer available therefore the proposed conditional use benefits the public by correcting information that is currently inaccurate and misleading. There is no adverse impact as the existing sign size and structure will remain the same.



P137



PATTISON
 SIGN GROUP INC.

410 N CEDAR BLVD. RD. • SUITE 101 • KNOXVILLE, TN 37923
 • Tel (615) 893-1100 • Fax (615) 894-1100 • Toll Free (800) 219-1878

Customer Approval: _____

Date: / /

This sign intended to be installed in accordance with the requirements of Article 912 of National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

www.pattisonsign.com

Client:	Lake Geneva CBG	
Site:	715 Wells St.	Lake Geneva, TN
Designer:	R. Andres	Date: 09.27.10
Revised By:		Scale:
Page:	1/1	Scale: 3/4"=1'-0"

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P137



PATTISON
SIGN GROUP INC.

Customer Approval: _____

Date: / /

410 N. CEDAR BLVD. #101 • SUITE 101 • KNOXVILLE, TN 37603
• Tel: (606) 858-1100 • Fax: (606) 854-1100 • Toll Free: (800) 218-1070

This sign intended to be installed in accordance with the requirements of Article 602 of National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.

Client:	Lake Geneva CBG	
Site:	715 Wells St.	Lake Geneva, WI
Designer:	R. Andree	Date: 09-27-10
Revised By:		Rev:
Page:	1/1	Scale: 1/4" = 1'-0"

ISO 9001:2008 CERTIFIED BY DNV GL

www.pattisontsign.com

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The Mill Creek Hotel
123 Center Street
Lake Geneva, Wisconsin. 53147
www.MillCreekHotel.com

To: Lake Geneva Building Commission

From : The Mill Creek Hotel

Subject: Proposed Deck Approval

Date: June 3, 2011

In our efforts to continually provide visitors to Lake Geneva, maintaining our high standards of cleanliness and beautification is our priority.

The Mill Creek Hotel would like to propose an expansion of our existing deck in the back of our building, directly behind the pool area. This would allow our visitors and guests a wonderful view of Geneva Lake and the Samuel Donian nature preserve and creek, also allowing our guests an additional area to sun bathe or just relax. Like our existing deck the additional deck area would comply with Article V11 of city code. Once completed there would be no further expansion to this area.

During the construction phase of the new deck expansion, barriers would be used to insure that there would be no spillage of materials into the nature preserve. The materials to be used for the project would be the same as our existing deck and would comply with the building and safety codes required. The concrete planters that currently exist will no longer be used and would be covered with the new deck eliminating a drop off into the nature preserve with the use of railing all around the deck. Designated zoning on the use map will not change.

The new deck expansion will allow us the opportunity to increase sales and attract more tourists to Lake Geneva and enhance the beauty of our property to the nature preserve for all to enjoy.

I appreciate your time and consideration in this matter and look forward to a favorable decision.

Sincerely,



Ralph Toms
Operations Manager
The Mill Creek Hotel

PLANNED DEVELOPMENT AMENDMENT

Name and Address of Applicant:

The MILL Creek HOTEL
123 CENTER STREET
LAKE Geneva, WI 53147

Telephone Number of Applicant: Area Code (262) 248-6647

Name and Address of Current Owner:

MC Property Management
MILL Creek Condo Association
123 Center Street, LAKE Geneva, WI 53147

Telephone Number of Current Owner: Area Code (262) 248-6647

Address and legal description of property (required) - attach separate sheet if necessary:

See Separate Sheet

Proposed Amendment:

To expand our existing deck, In The rear of
The Building, directly Behind The pool area

Reason for Requesting Proposed Amendment:

To enclose The patio area directly Behind our Indoor
Pool. This will provide a SAFER Area For our guest, While
enhancing The beauty of our property, To The Nature Preserve
For ALL To enjoy

Fee of \$300.00 is due and payable upon filing of application.

July 12, 2011
Date

Rachel Tomasz
Signature of Applicant

LEGAL DESCRIPTION

A parcel of land located in the City of Lake Geneva, described as follows:

Commencing at the Northwest corner of Lot 4 of Block 29 of the Original Plat of the City of Lake Geneva; thence South 03°26' East along the West line of said block, 132 feet to the Southwest corner of the land owned by the US Post Office and the place of beginning; thence South 86°45' East, 194.67 feet; thence South 03°26' East to the North line of the Mill Race; thence Southwesterly along the North line of said Mill Race to the East line of Center Street; thence North 13°26' West along the East line of Center Street to the place of beginning, which parcel of land consist of a part of Block 29 of said plat and part of the land known as the "Reservation" as shown on said Original Plat to the City of Lake Geneva.

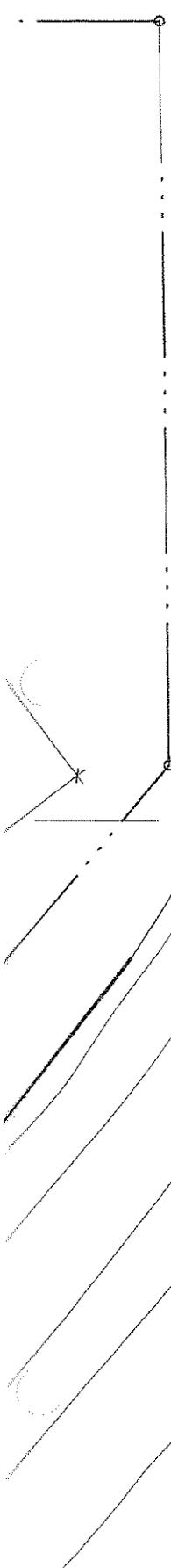
Being more particularly described as follows:

Being a part of Block 29, Original Plat of the City of Lake Geneva and part of the Mill Reservation area located in Section 36, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin, described as follows:

Commencing at the North quarter corner of said Section 36;
thence South 00°49'12" East along the North - South quarter line of said Section 36, 2,083.75 feet to the point of beginning;
thence South 89°57'52" East, 164.79 feet;
thence South 00°45'57" East, 44.65 feet to a point which lies North 00°45'57" West, 9 feet more or less from the water's edge of the Mill Race and the beginning of a meander line along said Mill Race;
thence South 40°12'16" West along said meander line, 59.88 feet;
thence South 50°31'31" West along said meander line, 76.71 feet;
thence South 58°36'53" West along said meander line, 47.42 feet;
thence South 56°59'53" West along said meander line, 66.90 feet to a point in the easterly right-of-way line of Center Street, said point lying North 00°13'48" West, 8 feet more or less from the water's edge of the Mill Race and the end of this meander line along said Mill Race;
thence North 00°13'48" West along the easterly right-of-way line of Center Street, 200.40 feet, (recorded as 200.58 feet);
thence South 89°57'52" East, 25.88 feet to the point of beginning.
Containing 27,025 square feet, (0.62 acres), more or less. And intending to include all lands lying between the meander line herein described and the water's edge of the Mill Race and true southerly extensions of the easterly and westerly sides thereof and being subject to servitudes and easements of use or record, if any.

THOMAS G. BEAVER
Registered Land Surveyor, No. 2183
Dated: August 16, 1999
File No. 899-536

5 00° 45' 57" E 44.65'



Existing Deck





Pictures/Proposed Area

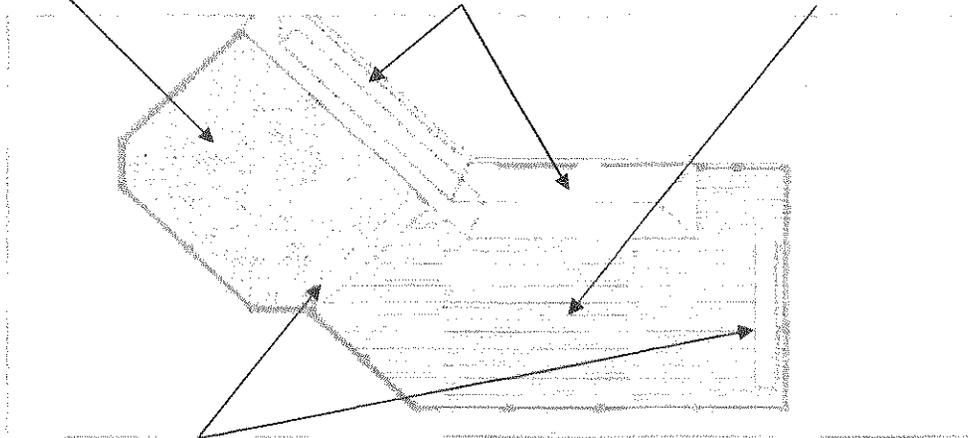


Current Safety Issue –
Drop-Off downward steep View



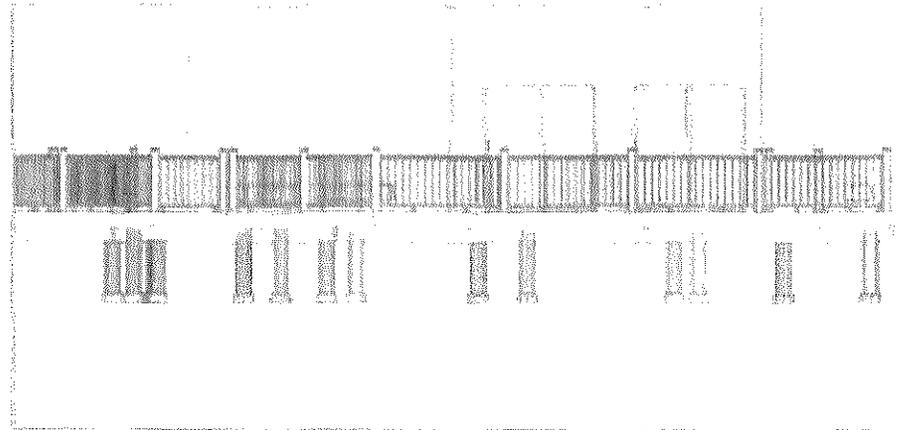
Addtl Design Layouts

Current Deck Current Concrete Ease Way Proposed Expansion



Proposed Benches

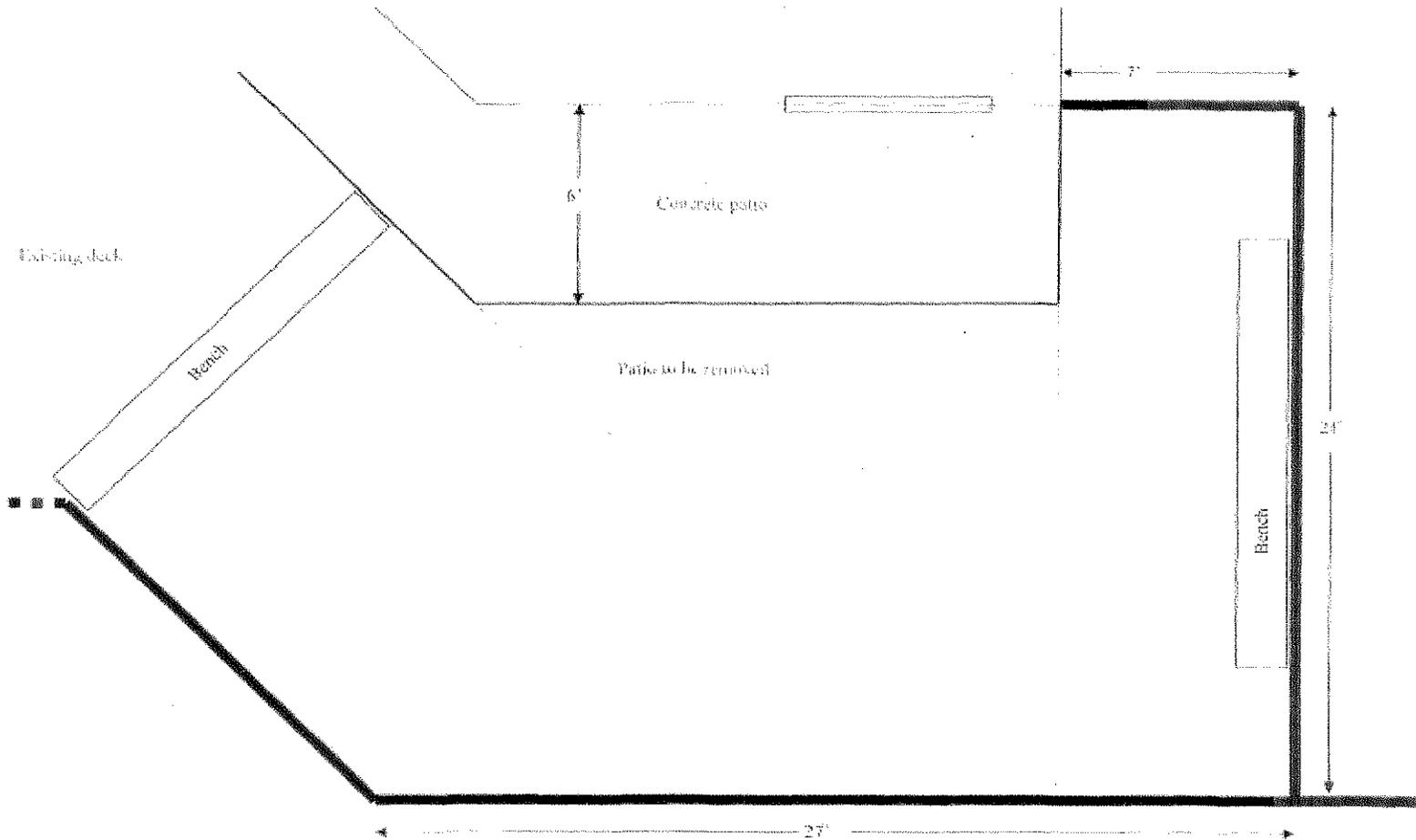
Top View



Front View

Design Layout

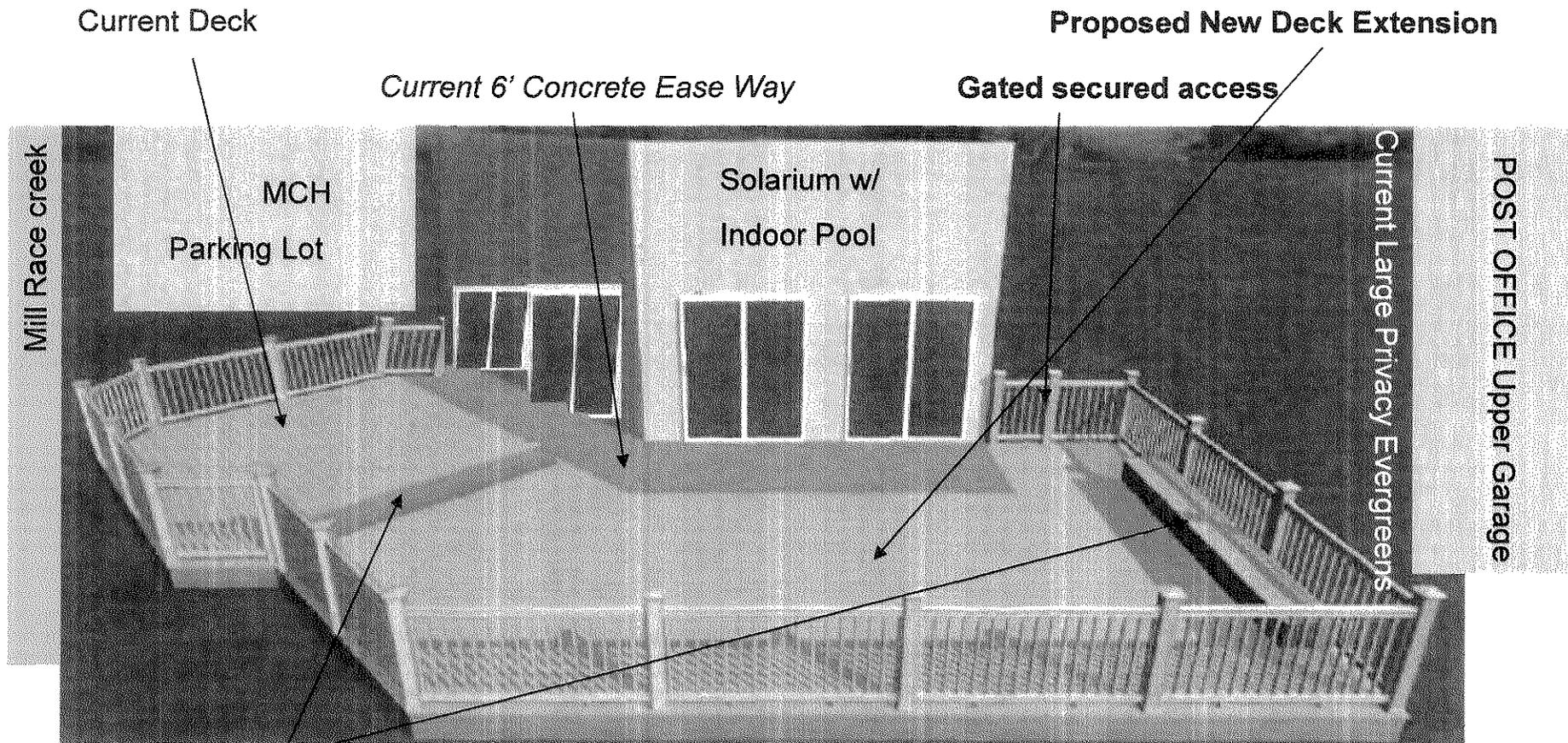
Note: Illustration related to the Proposed Extended Deck Design Request





Design Layout Pictorial Representation

Note: Colors are not exactly represented of Building or Deck railings



Current Deck

Proposed New Deck Extension

Current 6' Concrete Ease Way

Gated secured access

Mill Race creek

MCH
Parking Lot

Solarium w/
Indoor Pool

Current Large Privacy Evergreens

POST OFFICE Upper Garage

Proposed New Benches

Wooded Ravine Area (within our Property area about 75')

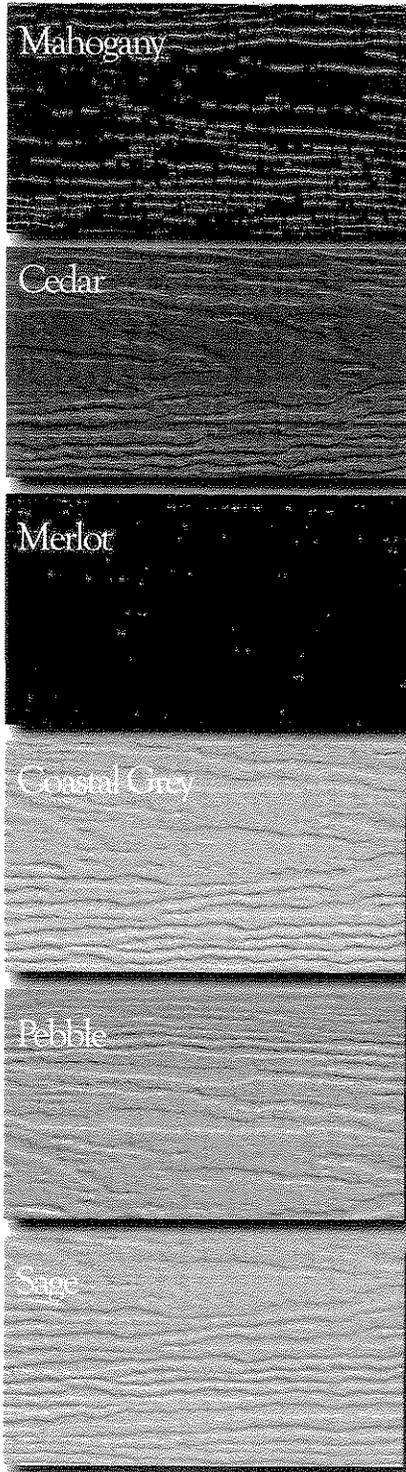
DuraLife™
Siesta™
Collection
(Formerly CorrectDeck CX®)

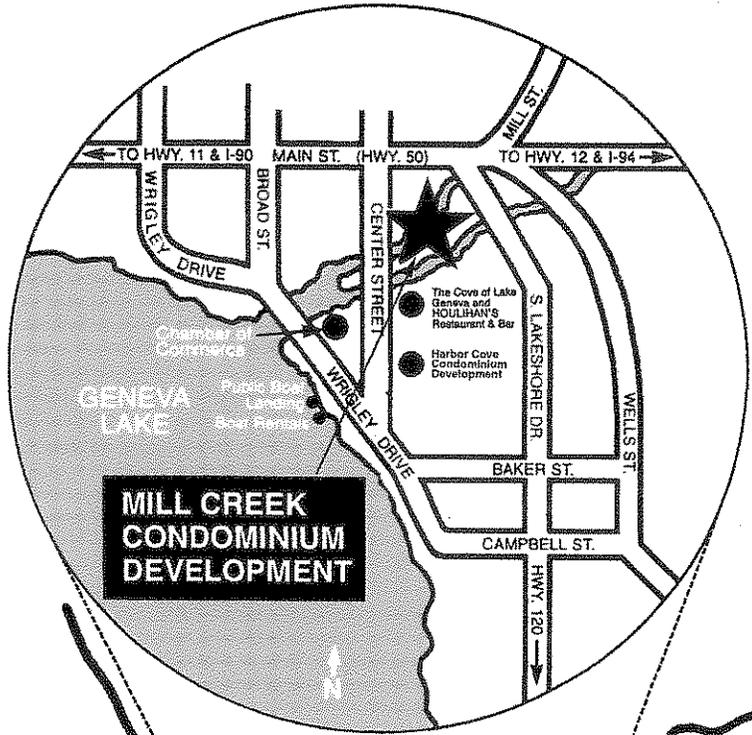
Our eco-friendly decking is available in 6 contemporary, easy-to-maintain earth tones.

DuraLife™ Siesta™ Collection is available in a wide range of earth-tone colors to complement any outdoor living space. Siesta™ Collection's ColorLock™ Finishing System helps resist fading over time, unlike ordinary composite decking products.

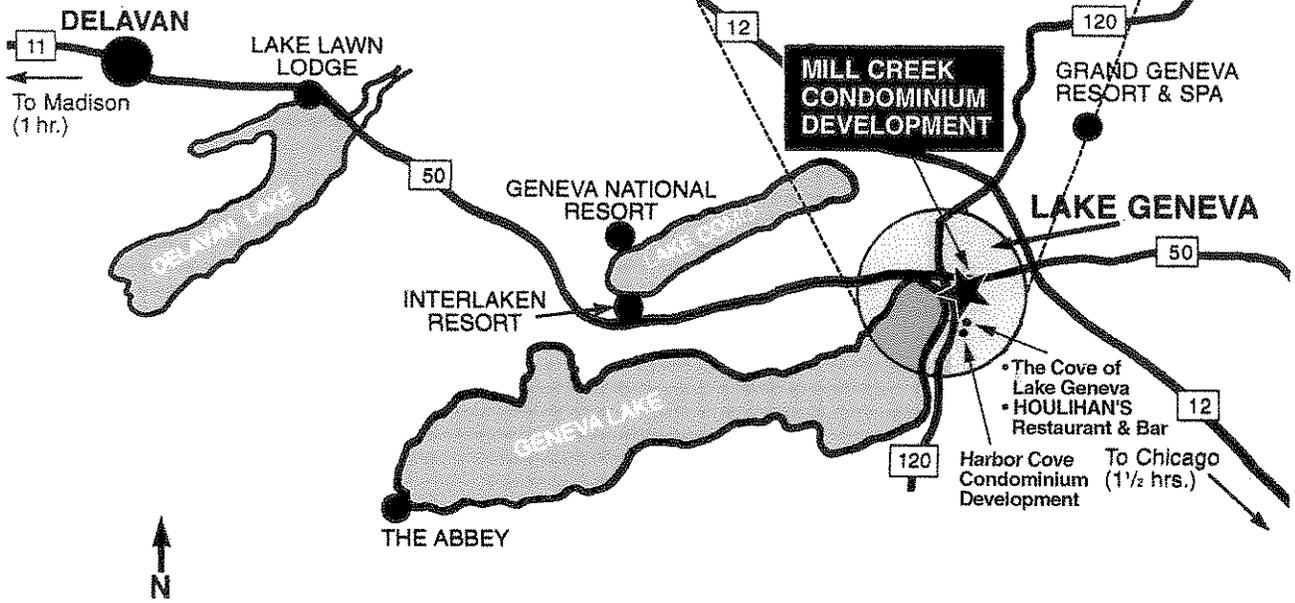
Ordinary decking products can stain with every spill, but DuraLife™ Siesta™ Collection is highly resistant to stains, so clean up is quick and easy with just soap and water.

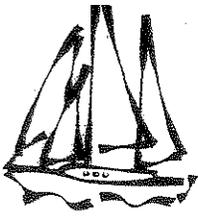
NOTE: It is difficult to reproduce the color clarity and actual color variations within these products. Before selecting your color, please ask to see actual samples.





LOCATION MAP





AGENDA ITEM REQUEST FORM

CITY OF LAKE GENEVA, WISCONSIN

Please attach any information that you would like to be included with the agenda.

Two Aldermen, Mayor Or Administrator
For City Council Requests: Article II,
Section 2-42 (c) must be received two
Fridays prior to the scheduled City Council
meeting

gk
ELLYN KEITZ
TODD KRAUSE

Item Requesting
Be placed on agenda
Please list as you would like it
displayed on the agenda

Parking in Residential Area
acceptable City
City of Lake Geneva
Parking Station -
open discussion and procedure
for persons not living in
City Council

Committee/Board/Commission
which you are asking to
Review this item

Date of Meeting

July 11 2011
(July 25, 2011 - PER MAYOR
CONNORS AND
CITY ORDINANCE 7/1/11)

Signature

Elynn Keitz
Todd Krause

DATE: 7/6/2011

DATE: 7/7/2011

CITY OF LAKE GENEVA
 626 GENEVA STREET
 LAKE GENEVA, WI 53147
 PHONE (262) 248-3763
 www.cityoflakegeneva.com

STATELINE SURFACE SOLUTIONS
 1133 BONNIE BRAE LANE
 LAKE GENEVA WI 53147

DELIVER TO:
 LAKE GENEVA FIRE DEPT
 730 MARSHALL
 LAKE GENEVA WI 53147
 PHONE: 262-248-6075 FAX: 262-248-2264

=====

P U R C H A S E O R D E R

=====

P.O. NUMBER: 42
 P.O. DATE: 07/21/2011
 P.O. AMT: \$18,180.00
 VENDOR NUMBER: STATEL
 REQ. NUMBER:

ATTENTION:
 PAT HEINDL

DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
EPOXY ANTI SLIP FLOOR APPROX 5200 SQ FEET PER QUOTE #6411-239	41-22-00-1104	1.00000	15,080.0000	15,080.00
INCL ADDTL URETHANE TOPCOAT	41-22-00-1104	1.00000	3,100.0000	3,100.00
				=====
				\$18,180.00

REQUESTED
 BY: PAT HEINDL

APPROVED
 BY: _____

DATE: _____

Production Agreement Between Owner and Contractor

Production Agreement

Stateline Surface Solutions Proposal # QUO-6411-239

Proposal Date: March 17, 2011

Submitted by:

Doug Skates
Doug Skates
Stateline Surface Solutions, LLC

*7-19-11
Pat Heindl*

Owner: Lake Geneva Fire Department
Attn: Pat Heindl
730 Marshall Street
Lake Geneva, WI 53147

Project Name: Apparatus Room Floor
Address: Same as above

Scope of Work: Epoxy Anti-slip Floor – approximately 5200 square feet

1. Prep and protect walls and surroundings in garage.
2. Diamond grind/shot blast floor to create profile – edges and angles. will be ground smooth to receive primer.
3. Burn off fiber reinforcement if any.
4. Cut key joint at garage doors.
5. Fill control joints to provide smooth finish.
6. Make repairs to drains/transitions where necessary.
7. Apply 100% solids epoxy primer coat.
8. Broadcast tumbled broadcast to excess.
9. Apply 100% solids epoxy topcoat – color to be determined.

Total Price (Labor and Materials) -----\$15,080.00

*Alternate for additional urethane topcoat – provides higher gloss and UV protection-----\$3100.00

18180.00

Owner accepts total price of \$ _____ and terms and conditions of this contract on _____, 20__

Owner's purchase order number assigned for this project is: _____.

Owner: _____

Stateline Surface Solutions:

By: _____
(Contracting Authority)

by: _____
(Contractor)

Type or Print Name: _____

Phone Number: _____

Stateline Surface Solutions, LLC
(262) 248-1860 - Office
(262) 581-5836 - Cell
stateline@genevaonline.com

Owner Responsibilities

- 1.1 Owner will provide Contractor with reasonable access to the work site. The parties will cooperate with each other to promote safety and to comply with applicable governmental regulations. Owner is responsible for protecting its property. Contractor is responsible for maintaining a safe work environment for its employees.
- 1.2 Owner represents that the buildings in which Contractor's personnel will be working are in a sound condition, suitable for the contractor's work. Before Contractor starts work, Owner will inform Contractor in writing of any potential building or structural conditions that might cause a safety risk or fail to work properly (including latent conditions).
- 1.3 Owner accepts full responsibility for any hazardous materials (HAZMAT) or asbestos-containing materials (ACM) that may be located in the buildings. Contractor is not required to determine the presence or absence of such materials or to remove or protect such materials. Owner shall be solely responsible for any roof survey or other procedures to determine the presence of HAZMAT or ACM and conduct abatement procedures. If Contractor learns of the presence of such materials at the work site, Contractor may immediately stop work. Contractor shall determine its costs and expenses associated with such conditions and, if requested, Owner agrees to compensate Contractor.
- 1.4 Owner (and not Contractor) is solely responsible for indoor air quality including growth of mold or any other form of air pollution. Owner shall hold harmless and indemnify Contractor from all claims, including claims of tenants, employees and/or other occupants.

Warranty

- 2.1 Contractor warrants to the Owner that the services will be conducted in a prompt, competent manner. The warranty for materials is limited to any manufacturer's warranty.

Contractor Limit of Liability

- 3.1 Contractor's liability shall be limited to the cost of workmanship required to complete the services defined in the attached scope of work.
- 3.2 Contractor's total liability to the Owner for any and all injuries, claims, losses, expenses, or damages whatsoever (including attorney fees) arising out of or in any way related to this Agreement from any cause or causes, including but not limited to, Contractor's negligence, errors, omissions, strict liability, breach of agreement, breach of warranty, or indemnity liability shall be limited in all cases to the total amount received by Contractor under this Agreement. Under no circumstances shall Contractor be liable for indirect, consequential, special or punitive damages or losses. Contractor shall not be responsible for any liability with respect to detection of latent conditions, design or architectural issues, discovery of HAZMAT or ACM, or any other matter except as specifically provided in this Agreement. Contractor shall have no responsibility upon its departure from Owner's site for damages of any kind to persons or property.
- 3.3 Contractor accepts no liability to indemnify or hold Owner harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of Contractor's work and are the direct result of contractor's negligent error or omission.
- 3.4 Contractor maintains workers compensation and general liability insurance and will furnish appropriate insurance certificates if requested. In no case shall Contractor's Liability exceed the limits of its insurance in force at the time of the work.
- 3.5 Any claim against Contractor alleging any breach of this Agreement or negligence by Contractor must be initiated not later than one (1) year after the last date on which work was performed at the Owner's project site.

Performance and Character of Services

- 4.1 Reports of Contractor's activities are for Contractor's use, are for information only, and not authorized for use by others. Owner agrees to maintain strict confidentiality of Contractor's reports or other written documents.
- 4.2 Contractor's price includes furnishing administration, management, supervision, trade work, labor, equipment, and materials for the services uninterrupted, subject to latent conditions at the site, which would not be evident by competent tradespersons visually examining the work area during routine housekeeping. If latent conditions cause delay or require unanticipated services, work or rework, Contractor shall promptly notify Owner of such conditions. Contractor shall invoice for such additional services or rework, and be compensated as if authorized by a Service Work Order under this Agreement (unless, without causing cessation of activity, the parties agree to a lump-sum price for such additional work).
- 4.3 Contractor shall advise Owner prior to commencement and again upon completion of work.

Inspection by Owner

- 5.1 Unless otherwise agreed in writing, Owner shall inspect the services prior to Contractor leaving the work site on the last day work is performed. Contractor, conditioned upon Owner's prompt inspection and notice to Contractor of any omitted work, or other discrepancies, will correct such discrepancies as required by the scope of work stated in the Service Work Order. If Owner does not inspect the work as above, and requires Contractor to return to the work site for inspection, Contractor shall be compensated for such additional time and expense, whether or not the work is accepted, as if by additional Service Work Order.

Pricing for Service Work Orders

- 6.1. The price shall be the amount stated for the scope of services shown on the attached scope of work.

Payment Terms

- 7.1 Contractor shall invoice upon completion of service work at the site. Owner shall make payment promptly, and in no case later than ten (10) days after the invoice date. Contractor may charge interest (at the daily rate of .05 percent, unless a lesser percentage is required by law) on any sum due under this agreement, which is not paid on its due date.
- 7.2 The Owner shall be responsible for any attorney fees and other collection costs incurred by Contractor in connection with the amounts owed under this Service Work Order.

Other Terms

- 8.1 This Agreement constitutes a final written expression of all of the terms of the subject matter of this Agreement and is a complete and exclusive statement of those terms, except to the extent modified in a subsequent Service Work Order or other written agreement signed or accepted in accordance with the terms of this Agreement. This agreement must be signed by Owner's authorized representative and received by Contractor within 10 days after the date of Contractor's signature. Any subsequent written or oral communication between the parties regarding the services under this Agreement shall be subject to the terms and conditions of this Agreement. Any additional terms or conditions stated by Owner shall not be valid under any circumstances, unless specifically accepted by Contractor's written response. Contractor's failure to respond shall be deemed a denial of any additional terms or conditions stated by Owner.

Owner Please Initial _____
Contractor Please Initial _____



ARTLOW PROPOSAL

170 S. Gary Avenue, Carol Stream, IL 60188, 1(800)5-ARTLOW, (630)653-8111, Fax (630)653-8171

"The Professional Concrete Protectors"... Serving the Nation Since 1963

Sooner or Later You'll Use ARTLOW SYSTEMS... A Union Contractor

Customer ID: 5027
 Company: Lake Geneva Fire Department
 Attn: Pat Heindl
 Address: 730 Marshall
 Room/PO Box:
 City, State, Zip: Lake Geneva WI

Proposal ID: 16902
 Proposal Date: 3/17/2011

Proj/Site Name: RESINOUS FLOORING
 Contact:
 Address:
 City, State, Zip:

7-511
Price
Good

We respectfully submit herewith our proposal for furnishing all labor, equipment, and material for...

PREPARATION

Scrape
 Spot Grind
 Hand Sweep Machine Sweep
 Hand Scrub Machine Scrub
 Strip with Arstrip to remove:
 Painted Lines Glue
 Old Coating Latex
 Mastic
 Strip with Arsolve to remove:
 Rubber Marks Curing Agent
 Acid Etch Normal Mild
 Scrub with Ardition
 Rinse with Clear Water
 REMOVE EXISTING COATINGS

Pressure Wash
 Docks
 Wall(s)/Ceiling(s)
 Shotblast
 Grit Screen
 Sand
 Solvent Tack
 Tile Removal
 Saw Cut Keyway(s)
 Scarify
 Scabble

COATING / SEEDED SYSTEM / OVERLAYMENT

Primer
 Overlay System " depth
 By:
 Decorative Quartz System
 By: TNEMEC COMPANY
 Single Seeded Double Seeded
 DECO-TREAD SERIES 222
 SERIES 247 TOPCOAT
 Clear
 Color OF CHOICE see (B) below
 Hand Apply 4 Coats
 Spray 0 Coats
 Anti-Slip Between Coats
 Minimum Days 0 Days Required Before Coating

A) Prep/Misc/Coating (per above):	5050 sq ft @	\$6.520 per sq ft	\$32,926.00
B) Color - Add'l per sq ft (per above)	0 sq ft @	\$0.000 per sq ft	\$0.00
C) <input type="checkbox"/> Cove 0" <input type="checkbox"/> Chamfer	0 lin ft @	\$0.000 per lin ft	\$0.00
D) 4" WHITE Lines <input type="checkbox"/> Sprayed <input checked="" type="checkbox"/> Hand Applied	556 lin ft @	\$3.850 per lin ft	\$2,140.60
E) 0" depth @	0 sq ft @	\$0.000 per sq ft	\$0.00
F) Undersealing	0 lin ft @	\$0.000 per lin ft	\$0.00
<input type="checkbox"/> Fly Ash / Portland Cement Mix @	\$0.00 per bag	<input type="checkbox"/> Labor \$0.00 per hr / per man	
G) <input type="checkbox"/>			\$0.00
H) <input type="checkbox"/>			\$0.00
I) <input type="checkbox"/>			\$0.00
J) <input type="checkbox"/>			

ARTLOW PROPOSAL

Proposal ID: 16902

CONSTRUCTION JOINTS / SAW CUTS - Prepare and Install to Manufacturer Specifications...

<input type="checkbox"/> Constr. Joints	x	fill with:	0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/> Saw Cuts	x	fill with:	0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/> Perimeter	x	fill with:	0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/> Diamonds	x	fill with:	0 lin ft @	\$0.00	per lin ft	\$0.00
<input checked="" type="checkbox"/> JOINTS INCLUDED						\$0.00

Note: Caulking prior to manufacturer's specs may result in separation of joint sealant on either side or down the middle due to natural shrinkage of new concrete. See separate manufacturer's guidelines enclosed.

CRACK REPAIR - Rout and Sand or Grind to Grade

<input type="checkbox"/> Fill with		0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/> Patch Miscellaneous		0 Holes @	\$0.00	per hole	\$0.00

JOINT RE-CONSTRUCTION

<input type="checkbox"/> Saw Cut	<input type="checkbox"/> Break Out		0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/> Fill with			0 lin ft @	\$0.00	per lin ft	\$0.00
<input type="checkbox"/>						\$0.00

FOOTAGES ARE APPROXIMATE FOR BIDDING AND WILL BE FIELD MEASURED AT TIME OF SAID WORK...

<input checked="" type="checkbox"/> To be completed in	1 phase(s),	6 day(s) per phase.	Add 0 day(s) for caulking.
<input checked="" type="checkbox"/> Price based on	<input checked="" type="checkbox"/> Weekday	<input type="checkbox"/> Weekends.	Add \$0.00 for Weekends, Nights, and Holidays.
<input type="checkbox"/> Price includes the removal and disposal of 0 drums of waste stripper. <input type="checkbox"/> If it is determined that waste from your facility has PCB contamination, You will be liable for additional disposal costs. (See enclosure.)			

TERMS OF PAYMENT - Net 30 Days, 1.5% will be added to invoice after 30 days if payment in full is not received.

0 % discount if payment, in full, is received within (5) working days of completion of said work.

Other Information:

NOTICE: This proposal is not valid until acceptance copy is signed and returned certifying your acceptance of the terms and conditions outlined in the "General Conditions of Proposal", regardless of and in addition to other contracts/purchase orders.

No verbal agreements either implied or expressed take precedence over this written proposal.

Accepted: _____ Date: _____ Brian Simpson



Creative Maintenance Solutions, Inc.

Concrete Seal & Coating Installation Specialists

PRICE QUOTATION

Customer: Pat Heindl
Company: Lake Geneva Fire Dept
Address: 730 Broad St
Lake Geneva, WI

Site Name: Fire Dept. Bays
Location: Lake Geneva, WI

Phone #: 262-749-0691
Fax #:

Salesman: Matt Goutcher 262-224-9997
Date: March 16, 2011
Quote #: Lake Geneva Fire Dept.

Description: Provide shotblasting of concrete, patch joints, cracks and low spots with epoxy grout. Apply (area) 1/8" (125mil) CMS decorative quartz slurry system with 1882 Micor topcoat

SqFt/Count: 4,970 SF

- Procedure:
- Mobilize job site during normal working hours
 - Provide Shotblasting/Sanding of surfaces to create proper bonding profile, hard to reach areas to be hand ground
 - Patch all joints, cracks, trench drain areas and minor low spots with epoxy grout, upon cure grind flush with adjacent surfaces
 - Apply 1/8" slurry by trowel and seed to excess with decorative color quartz aggregate, (color from standard CMS color chart)
 - Sweep off excess aggregate and apply a chemical resistant epoxy topcoat by squeegee and back rolling
 - Leave site broom clean

new#-19,882.50 7/19/11
Price \$ 18,640.00

Price per SqFt/Count:

Time to Complete: 3 Days

Notes: Notes:

- Access to site clear of equipment, materials and others trades until complete and cured
- 110 power source and 220 3 phase or 480 power hook-up if possible
- Access to dumpster for construction debris
- 5 year warranty
- Job completed in 2 phases

CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WI 53147
PHONE (262) 248-3763
www.cityoflakegeneva.com

HALVERSON OVERHEAD DOOR CO.
7188 MADAUS DRIVE
LAKE GENEVA WI 53147

DELIVER TO:
LAKE GENEVA FIRE DEPT
730 MARSHALL STREET
LAKE GENEVA WI 53147
PHONE: 262-248-6075 FAX: 262-248-2264

=====
P U R C H A S E O R D E R
=====

P.O. NUMBER: 43
P.O. DATE: 07/21/2011
P.O. AMT: \$14,000.00
VENDOR NUMBER: HALVE
REQ. NUMBER:

ATTENTION:
PAT HEINDL

DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
NEW DOORS & OPERATORS PER QUOTE DATED 7/19/11 REVISE	41-22-00-1103	1.00000	14,000.0000	14,000.00
				===== \$14,000.00

REQUESTED
BY: PAT HEINDL

APPROVED
BY: _____

DATE: _____



7188 Madaus Drive
Lake Geneva, WI 53147

1-800-773-9301
262-248-9301
FAX 262-248-7378

Proposal to: Lake Geneva Fire Dept
730 Marshall St.
Lake Geneva, WI 53147
Attn: Pat Heindl
pheindl@lakegenevafire.org

Date: 7/19/11
Revised

Ph: 262-749-0691

Fax: 262-248-2264

<u>Qty</u>	<u>Description</u>	<u>each</u>	<u>Total</u>
<u>New Doors and Operators at Firehouse in Lake Geneva</u>			
	Clopay Model 3720 Insulated Commercial Overhead Door		
	* Steel front and back each section, filled w/polyurethane foam		
	* 10 Year Warranty * R-Value of 17.2		
4	12' 0 x 14', White, Flush		
	* 15" radius track		
	* Tear down and haul away old door		
	* (2) Fullview sections in the 3rd and 4th panels		
	1/2" Insulated Clear Glass		
	* reuse track as necessary		
	* Installed w/ perimeter weatherstrip		
4	Liftmaster T5011L4 1/2hp Com'l Trolley Operator		
	* 14" rail * CPS-U photo eyes		
4	* 2-btn transmitters		
	* Installed and wired up		
			\$14,000.00

We hereby propose to furnish the above complete in accordance with the above specifications for the sum of:

Dollars (\$

due as follows:

A finance charge of 1 1/2% per month will be charged on all accounts over 15 days past due. Annualized this is 18% per year. Also, legal fees will be added if it is necessary to submit the account for collection. Purchaser agrees that doors/openers shall remain Sellers property until paid in full.

Any alteration or deviation from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order from for same, and will become an extra charge over the sum mentioned in the Proposal.

HALVERSON OVERHEAD DOOR COMPANY

by Fred Anderson

Acceptance of Proposal. The aforementioned prices, specifications, notices, payment schedules, conditions, disclaimer of implied warranties, limitation of liability, and obligations covered by warranty are satisfactory as contained herein and are hereby accepted. You are authorized to do the work as specified.

Company

Signature

Title:

Date:

Janesville Door Company, LTD

3108 McCormick Drive
Janesville, WI 53546

Ph (608)754-5083 Fax (608)754-0238

Date: 19-Jul-11

Bill To:
PAT HEINDIL
LAKE GENEVA FIRE DEPT
730 MARSHALL ST
LAKE GENEVA, WI 53147
PHONE: 262-248-6075
FAX: 262-248-2264

Job Site:
SAME
Phone
Fax

We will furnish and install the following:

4- 12 X 14 RAYNOR SERIES THERMASEAL STANDARD 1 3/4" DOUBLE SIDED STEEL INSULATED , WHITE, WITH TWO ROWS OF FULL VIEW GLASS 1/2" DSBT INSULATED GLASS.	\$11,752.00
4- REMOVE AND HAUL EXISTING DOORS	\$ 900.00
4- T3311L-14 COMMERCIAL DUTY ELECTRIC OPERATOR 115VOLTS SINGLE PHASE INCLUDES ADDITIONAL ANTENNAS AND REHOOK OF EYES AND AIR SWITCH.	\$ 3148.00

****All framing & electrical to be performed by others****

We hereby propose to furnish all material and perform all the labor necessary to complete the above

for the sum of \$ 15,800.00

25% with order; Balance due upon completion.

1 1/2% per month late charge on any unpaid balance.

As required by the Wisconsin Construction Lien Law, Janesville Door Co, LTD hereby notifies owner that persons or companies

Those entitled to lien rights, in addition to Janesville Door, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction, and they should give a copy of each notice received to the mortgage lender, if any. Janesville Door agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Accepted By: _____
PRICES VALID FOR 30 DAYS

Authorized Signature: Derek L. Helton

MIKE HALVERSON
 N2756 STURGES DRIVE
 LAKE GENEVA, WI 53147
 (262) 348-0059 • (262) 325-0926 • FAX (262) 348-0091
 OVERHEAD DOORS & OPERATORS
 SALES & SERVICE

INT

Quote

1874

TO LAKE GENEVA FIRE DEPT
LAKE GENEVA, WI - 53147

DATE	3-23-11
JOB NAME	
JOB LOCATION	
JOB PHONE #	

TERMS: Net 10 days

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	REPLACE REMAINING 4 DOORS ON SOUTH SIDE OF BLDG. STEEL INSULATOR R-17+ 2 ROWS FULL VIEW INSUL GLASS		\$10800 ⁰⁰
	INSTALL 6 NEW T-50 1/2 HP. OPERATORS WITH PHOTO EYES COMPLETE		5550 ⁰⁰
	INSTALL 3 SETS OF PHOTO EYES ON EXISTING OPERATORS AND RECEIVERS		425 ⁰⁰
9	2 BUTTON REMOTES @ ALL WIRING & WEATHER STRIPPING COMPLETE	30	270 ⁰⁰
TOTAL			\$17445 ⁰⁰

Thank You!

**City of Lake Geneva
Council Meeting
7/25/2011**

Prepaid Checks - 7/8/11 through 7/21/11

\$1,308.32

CITY OF LAKE GENEVA
ACCOUNTS PAYABLE PREPAID ITEMS OVER \$5,000
FOR COUNCIL MEETING DATE OF:

7/25/2011

TOTAL PREPAID ACCOUNTS PAYABLE - 7/8/11 through 7/21/11

\$

1,308.32

ITEMS > \$5,000

NONE

BALANCE OF OTHER ITEMS

1,308.32

**City of Lake Geneva
Council Meeting
7/25/2011**

Accounts Payable Checks - through 7/21/11

	<u>Fund #</u>	
1. General Fund	11	\$ 86,570.75
2. Debt Service	20	\$ 23,808.68
3. TID #4	34	\$ 39,052.87
4. Lakefront	40	\$ 8,309.11
5. Capital Projects	41	\$ -
6. Parking Meter	42	\$ 6,843.48
7. Library Fund	99	\$ 1,292.68
8. Impact Fees	45	\$ 3,555.00
9. Tax Agency Fund	89	\$ -
Total All Funds		<u><u>\$169,432.57</u></u>

DATE: 07/22/2011
 TIME: 13:58:50
 ID: AP430000.WOW

CITY OF LAKE GENEVA
 OPEN INVOICES REPORT

BATCH # 110726

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
A+	A+ GRAPHICS & PRINTING 136	AB		07/06/2011		110726	07/26/2011	60.00
	01 OLD TIME NEWSLETTER		11-70-00-5720		HISTORIC PRESERVATION			60.00
							VENDOR TOTAL:	60.00
ACKMAN	ACKMAN GLASS & MIRROR CO INC 64854	AB		07/06/2011		110726	07/26/2011	75.00
	01 REPAIR KIT-DOOR		40-55-20-5350		BLDG. MAINTENANCE SUPPLI			75.00
							VENDOR TOTAL:	75.00
ASD	ACTION SPORT DEVELOPMENT LLC 584	AB		06/30/2011		110726	07/26/2011	7,093.50
	01 6/11 DESIGN SERVICES		34-30-00-9124		SKATEBOARD PARK			7,093.50
							VENDOR TOTAL:	7,093.50
T0000404	ANGELA MULCAHY REFUND	AB		07/22/2011		110726	07/26/2011	736.00
	01 MULCAHY-SEC DEP-7/8/11		40-55-10-2353		SECURITY DEPOSITS-UPPER			1,000.00
	02 MULCAHY-SETUP/SEC GRD-7/8/11		40-55-10-4674		UPPER RIVIERA REVENUE			-264.00
							VENDOR TOTAL:	736.00
AUREAP	AURORA EAP 6071	AB		06/30/2011		110726	07/26/2011	937.50
	01 3RD QTR 2011 FEE		11-10-20-5135		EAP PROGRAM			937.50
							VENDOR TOTAL:	937.50
BCE	BADGER STATE LOGISTICS 200715	AB		07/15/2011		110726	07/26/2011	39.41
	01 CAN LINERS		11-16-10-5350		CITY HALL BLDG MAINT SUP			39.41
							VENDOR TOTAL:	39.41
T0000413	BELARDI FAMILY INVESTMENTS REIMB	AB		09/16/2010		110726	07/26/2011	168.00

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CRISP	CRISPELL-SNYDER, INC. 13530	AB		07/02/2011		110726	07/26/2011	8,942.08
	01 6/11 ENG		34-30-00-9122	TRAFFIC SIGNALS				8,942.08
	13540	AB		07/02/2011		110726	07/26/2011	33.50
	01 6/11 ENG		11-00-00-1391	A/R BILL OUTS				33.50
	13542	AB		07/02/2011		110726	07/26/2011	218.25
	01 6/11 ENG		11-00-00-1391	A/R BILL OUTS				218.25
						VENDOR TOTAL:		11,401.87
DEREKS	DEREK'S PLUMBING & HYDRONIC HT 2319	AB		07/01/2011		110726	07/26/2011	179.99
	01 SPRINKLER TEST/FIX-LIB PARK		11-52-00-5399	PARKS MISCELLANEOUS EXPE				179.99
						VENDOR TOTAL:		179.99
DUNN	DUNN LUMBER & TRUE VALUE 442981	AB		07/05/2011		110726	07/26/2011	29.74
	01 PARK BENCH PAINT		11-52-00-5352	GROUNDS MAINTENANCE SUPP				29.74
	443089	AB		07/06/2011		110726	07/26/2011	47.58
	01 TRI-FLOW METERHEAD LUBE		42-34-50-5250	PARKING METERS REPAIRS				47.58
	443209	AB		07/06/2011		110726	07/26/2011	5.93
	01 INSECT KILLER		40-54-10-5352	BEACH MAINTENANCE SUPPLI				5.93
	443521	AB		07/08/2011		110726	07/26/2011	4.64
	01 PINE WOOD		40-54-10-5399	BEACH MISCELLANEOUS				4.64
	443812	AB		07/11/2011		110726	07/26/2011	6.50
	01 BOLTS		11-52-00-5250	EQUIPMENT REPAIR SERVICE				6.50
	443937	AB		07/12/2011		110726	07/26/2011	6.50

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	01		11-52-00-5250					6.50
				EQUIPMENT REPAIR SERVICE				
DUNN	DUNN LUMBER & TRUE VALUE							
	444049	AB		07/12/2011		110726	07/26/2011	38.33
	01		40-55-20-5350					38.33
				BLDG. MAINTENANCE SUPPLI				
	444064	AB		07/12/2011		110726	07/26/2011	2.04
	01		11-32-10-5350					2.04
				BLDG MAINT SUPPLIES-STR				
	444145	AB		07/13/2011		110726	07/26/2011	7.38
	01		11-52-01-5952					7.38
				GROUNDS MAINTENANCE SUPP				
	444383	AB		07/14/2011		110726	07/26/2011	11.67
	01		11-32-13-5430					11.67
				TREE & BRUSH OPERATING S				
	444432	AB		07/14/2011		110726	07/26/2011	58.76
	01		40-55-20-5350					58.76
				BLDG. MAINTENANCE SUPPLI				
	444764	AB		07/17/2011		110726	07/26/2011	7.99
	01		40-54-10-5352					7.99
				BEACH MAINTENANCE SUPPLI				
	444825	AB		07/18/2011		110726	07/26/2011	2.79
	01		11-52-00-5241					2.79
				BLDG. MAINT & REPAIRS-PA				
	444948	AB		07/19/2011		110726	07/26/2011	51.99
	01		11-34-10-5375					51.99
				TRAFFIC CONTROL STREET S				
	444952	AB		07/19/2011		110726	07/26/2011	4.93
	01		11-52-00-5350					4.93
				BLDG MAINT SUPPLIES-PARK				
	444988	AB		07/19/2011		110726	07/26/2011	6.49
	01		11-32-10-5340					6.49
				OPERATING SUPPLIES-STREE				
	445014	AB		07/19/2011		110726	07/26/2011	53.94

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	01		11-52-01-5350					53.94
	01 BATHROOM SIGNS-VET PARK							
DUNN	DUNN LUMBER & TRUE VALUE							
	445022	AB		07/19/2011		110726	07/26/2011	64.98
	01		40-55-20-5350					64.98
	01 HOSE REEL/FAN							
	445099	AB		07/19/2011		110726	07/26/2011	19.90
	01		40-55-20-5350					19.90
	01 CEMENT/TAPING KNIFE							
	445226	AB		07/20/2011		110726	07/26/2011	4.99
	01		11-32-13-5430					4.99
	01 COUPLING-TREE WATERING							
	445244	AB		07/20/2011		110726	07/26/2011	6.27
	01		11-32-13-5430					6.27
	01 BUSHINGS-WATER TANK							
	VENDOR TOTAL:							443.34
ELKHO	ELKHORN CHEMICAL COMPANY INC							
	510889	AB		07/01/2011		110726	07/26/2011	181.42
	01		40-55-20-5350					181.42
	01 SOAP, TRASH LINERS							
	510955	AB		06/29/2011		110726	07/26/2011	158.48
	01		11-16-10-5350					158.48
	01 CLEANERS							
	511433	AB		07/13/2011		110726	07/26/2011	155.42
	01		40-55-20-5350					155.42
	01 TRASH LINERS							
	VENDOR TOTAL:							495.32
NAPAE	ELKHORN NAPA AUTO PARTS							
	806971	AB		06/21/2011		110726	07/26/2011	-58.63
	01		11-32-10-5351					-58.63
	01 FLEX FAN-RETURN							
	807772	AB		06/27/2011		110726	07/26/2011	-17.52
	01		11-32-10-5351					-17.52
	01 OIL FILTERS RETURN							

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NAPAE	ELKHORN NAPA AUTO PARTS							
	808297	AB		06/30/2011		110726	07/26/2011	-257.70
	01 ALTERNATOR-RETURN		11-32-10-5250	ST DEPT EQUIPMENT REPAIR				-257.70
	808441	AB		07/01/2011		110726	07/26/2011	38.26
	01 FILTERS		11-32-10-5351	VEHICLE/EQUIPMENT MAINTENANCE				38.26
	809333	AB		07/07/2011		110726	07/26/2011	6.90
	01 OIL FILTERS		11-32-10-5351	VEHICLE/EQUIPMENT MAINTENANCE				6.90
	809335	AB		07/07/2011		110726	07/26/2011	25.68
	01 EXHAUST HANGER-TRUCK 20		11-32-10-5250	ST DEPT EQUIPMENT REPAIR				25.68
	809358	AB		07/07/2011		110726	07/26/2011	469.24
	01 BATTERIES-LIFT		11-32-10-5250	ST DEPT EQUIPMENT REPAIR				469.24
	809384	AB		07/08/2011		110726	07/26/2011	8.93
	01 OIL FILTERS		11-32-10-5351	VEHICLE/EQUIPMENT MAINTENANCE				8.93
	810150	AB		07/13/2011		110726	07/26/2011	-72.00
	01 BATTERY CORE DEPOSIT CREDIT		11-32-10-5250	ST DEPT EQUIPMENT REPAIR				-72.00
							VENDOR TOTAL:	143.16
EBC	EMPLOYEE BENEFITS CORPORATION							
	1083439	AB		07/14/2011		110726	07/26/2011	285.00
	01 7-8/11 FLEX ADMIN		11-10-20-5132	HEALTH AND DENTAL ADMIN				285.00
	1083440	AB		07/14/2011		110726	07/26/2011	78.10
	01 8/11 COBRA ADMIN		11-10-20-5132	HEALTH AND DENTAL ADMIN				78.10
	1083441	AB		07/14/2011		110726	07/26/2011	87.00
	01 7-8/11 BENNYCARD ADMIN		11-10-20-5132	HEALTH AND DENTAL ADMIN				87.00
							VENDOR TOTAL:	450.10

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ENFORCE	ENFORCEMENT TECHNOLOGY INC INVCB001467	AB		06/21/2011	00000041	110726	07/26/2011	2,452.88
	01 SERIES S3X3 THERMAL TICKETS		42-34-50-5340					2,401.60
	02 PLUS SHIPPING		** COMMENT **					
	03 QUANTITY 30,400 @\$.079		** COMMENT **					
	04 SHIPPING CHARGES		42-34-50-5340					51.28
							VENDOR TOTAL:	2,452.88
GLELE	GENEVA LAKES ELECTRIC INC 616	AB		07/03/2011		110726	07/26/2011	69.50
	01 AUTO GATE KEYPAD INSTALL		11-32-10-5240				STREET DEPT. BUILDING RE	69.50
	617	AB		07/03/2011		110726	07/26/2011	158.25
	01 STREET LITE REPAIR		11-34-10-5261				STREET LIGHTS REPAIRS	158.25
							VENDOR TOTAL:	227.75
GENON	GENEVA ON-LINE INC. 922382	AB		07/01/2011		110726	07/26/2011	4.00
	01 7/11 EMAIL SVC		11-12-00-5221				MUNICIPAL CT TELEPHONE	4.00
							VENDOR TOTAL:	4.00
HWYC	HIGHWAY C SERVICES INC 126630	AB		07/08/2011		110726	07/26/2011	95.55
	01 MOWER BELT-JD TRACTOR		11-52-00-5250				EQUIPMENT REPAIR SERVICE	95.55
	127576	AB		07/20/2011		110726	07/26/2011	33.00
	01 BELTS-TILLER		11-52-00-5250				EQUIPMENT REPAIR SERVICE	33.00
							VENDOR TOTAL:	128.55
ITU	ITU INC 5360515	AB		07/08/2011		110726	07/26/2011	59.55
	01 MATS		11-16-10-5360				CITY HALL MAINT SERVICE	59.55

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ITU	ITU INC 5360524	AB	11-32-10-5360	07/08/2011		110726	07/26/2011	64.13
	01 MATS,RAGS			ST DEPT BLDG MAINT SERV				64.13
						VENDOR TOTAL:		123.68
T0000408	JENNIFER ZIOMEK REFUND	AB	11-00-00-2353	07/15/2011		110726	07/26/2011	150.00
	01 SEC DEP REF LIB PARK 6/18/11			SECURITY DEPOSITS				150.00
						VENDOR TOTAL:		150.00
JOHNS	JOHNS DISPOSAL SERVICE INC. 37889	AB	11-36-00-5294	07/05/2011		110726	07/26/2011	35,175.10
	01 7/11 REFUSE SVC		11-36-00-5294	SOLID WASTE - RESIDENTIA				24,251.40
	02 7/11 REFUSE SVC		11-36-00-5297	SOLID WASTE - RECYCLING				10,628.70
	03 7/6-30YD ROLL OFF		11-36-00-5296	SOLID WASTE - STREET DEP				295.00
						VENDOR TOTAL:		35,175.10
T0000406	JULIE BOYD REFUND	AB	40-55-10-2353	07/11/2011		110726	07/26/2011	648.75
	01 BOYD-SEC DEP-7/9/11		40-55-10-2353	SECURITY DEPOSITS-UPPER				1,000.00
	02 BOYD SETUP/SEC GRD-7/9/11		40-55-10-4674	UPPER RIVIERA REVENUE				-351.25
						VENDOR TOTAL:		648.75
T0000415	LAKE GENEVA MARATHON REFUND	AB	11-00-00-2353	07/20/2011		110726	07/26/2011	300.00
	01 REF SEC DEP-5/7/11 LIB PARK			SECURITY DEPOSITS				300.00
						VENDOR TOTAL:		300.00
LGREG	LAKE GENEVA REGIONAL NEWS 882882	AB	11-10-00-5315	06/09/2011		110726	07/26/2011	58.53
	01 LN-LIQUOR LICENSES			PUBLICATION FEES REIMBUR				58.53
	883857	AB		06/09/2011		110726	07/26/2011	84.00

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	01		11-10-00-5314					217.50
	01 BID NOTICE-MAPLE PARK					OFFICIAL PUBLICATIONS &		
LGREG	LAKE GENEVA REGIONAL NEWS 888071	AB		06/30/2011		110726	07/26/2011	41.19
	01		11-10-00-5315					41.19
	01 LG CHEVY CUP-SIGN					PUBLICATION FEES REIMBUR		
	888074	AB		06/30/2011		110726	07/26/2011	40.00
	01		11-10-00-5315					40.00
	01 LN-STEININGER CUP-FENCE					PUBLICATION FEES REIMBUR		
	888083	AB		06/30/2011		110726	07/26/2011	41.19
	01		11-10-00-5315					41.19
	01 LN-MILL CREEK DECK AMEND					PUBLICATION FEES REIMBUR		
	VENDOR TOTAL:							2,589.11
LGUTI	LAKE GENEVA UTILITY COMMISSION 3556	AB		07/15/2011		110726	07/26/2011	350.00
	01		11-32-10-5133					275.00
	01 HEARING TESTS					INS. DEDUCTIBLE REIMBURS		
	02		11-00-00-1391					50.00
	02 HEARING TESTS-CEMETERY					A/R BILL OUTS		
	03		11-16-10-5399					25.00
	03 HEARING TEST-TOM					CITY HALL MISC EXP		
	3559	AB		07/20/2011		110726	07/26/2011	47.50
	01		34-30-00-9115					47.50
	01 CHAIR SHIPPING CHARGE					RIVIERA RENOVATIONS		
	530 BOULDER RIDGE DR	AB		07/18/2011		110726	07/26/2011	3,555.00
	01		45-00-00-2453					1,865.00
	01 530 BOULDER RDG IMPACT FEES					SEWER IMPACT FEES		
	02		45-00-00-2452					1,690.00
	02 530 BOULDER RDG IMPACT FEES					WATER IMPACT FEES		
	VENDOR TOTAL:							3,952.50
T0000412	LG UNITED METHODIST CHURCH REFUND	AB		07/15/2011		110726	07/26/2011	50.00
	01		11-00-00-2353					50.00
	01 SEC DEP REF 7/9/11-DUNN FIELD					SECURITY DEPOSITS		
	VENDOR TOTAL:							50.00
MAIL	MAILWAUKEE H6A47A	AB		07/19/2011		110726	07/26/2011	172.97

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	01		11-16-10-5532	CH POSTAGE METER RENT &				172.97
							VENDOR TOTAL:	172.97
T0000407	MARY BETH DJURDJULOV REFUND	AB		07/06/2011		110726	07/26/2011	190.00
	01 REFUND LAGOON SLIP 1-UNUSEABLE		40-52-10-4677	BUOY & BOAT STALL RENTAL				190.00
							VENDOR TOTAL:	190.00
MCCORM	MCCORMACK & ETTEN ARCHITECTS 1026-6/11	AB		07/01/2011		110726	07/26/2011	652.50
	01 6/11 ARCHITECT SVCS		34-30-00-9115	RIVIERA RENOVATIONS				652.50
							VENDOR TOTAL:	652.50
T0000410	MELISSA GUBRICKY REFUND	AB		07/15/2011		110726	07/26/2011	100.00
	01 SEC DEP REF-COBB 6/18/11		11-00-00-2353	SECURITY DEPOSITS				100.00
							VENDOR TOTAL:	100.00
T0000416	MICHELLE JOHNSTIN REUND	AB		07/20/2011		110726	07/26/2011	150.00
	01 REF SEC DEP-7/2/11 LIB PARK		11-00-00-2353	SECURITY DEPOSITS				150.00
							VENDOR TOTAL:	150.00
MINUTE	MINUTEMAN PRESS 13172	AB		07/20/2011		110726	07/26/2011	855.54
	01 WINDOW ENVELOPES		11-16-10-5310	CITY HALL OFFICE SUPPLIE				256.66
	02 WINDOW ENVELOPES		42-34-50-5310	PARKING METERS OFFICE SU				598.88
							VENDOR TOTAL:	855.54
DUNIVEN	NANCY NICHOLS 101	AB		07/20/2011		110726	07/26/2011	69.10
	01 PAYROLL HELP		11-15-10-5126	PART TIME HELP				69.10
							VENDOR TOTAL:	69.10

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MADRI	NELIDA MADRIGAL 6/11	AB		07/15/2011		110726	07/26/2011	240.00
	01 INTERPRETER 6/28-7/14/11		11-12-00-5381	MUNICIPAL COURT OPERATIO				240.00
							VENDOR TOTAL:	240.00
PALMER	PALMER COMPANY 133727-00	AB		07/11/2011		110726	07/26/2011	434.68
	01 SOAP/DEODORANT BLOCKS		11-52-00-5350	BLDG MAINT SUPPLIES-PARK				434.68
	133739-00	AB		07/14/2011		110726	07/26/2011	35.84
	01 VACUUM BELT		11-16-10-5350	CITY HALL BLDG MAINT SUP				35.84
							VENDOR TOTAL:	470.52
PCP	PETTY CASH - POLICE DEPT. 6/11-7/11	AB		07/22/2011		110726	07/26/2011	116.89
	01 6/1-7/21 VARIOUS MAILINGS		11-21-00-5312	POLICE POSTAGE				103.67
	02 WALMART-CABLE TIES		11-21-00-5399	POLICE DEPT MISCELLANEOU				2.30
	03 WALGREENS-SGT LOG BOOKS		11-21-00-5399	POLICE DEPT MISCELLANEOU				6.94
	04 KWIP TRIP-ICE FOR RANGE		11-21-00-5399	POLICE DEPT MISCELLANEOU				3.98
							VENDOR TOTAL:	116.89
PNC	PNC BANK 0032-7/11	AB		07/08/2011		110726	07/26/2011	6.99
	01 GODADDY WEB HOSTING 7/11		11-15-10-5450	ACCTG & DP PROGRAMMING				6.99
	0354-7/11	AB		07/08/2011		110726	07/26/2011	1,117.12
	01 WEEDEATER		11-52-00-5250	EQUIPMENT REPAIR SERVICE				77.25
	02 RECOIL SPRING		11-52-00-5250	EQUIPMENT REPAIR SERVICE				18.40
	03 MOWER BLADES/RECOIL SPRING		11-52-00-5250	EQUIPMENT REPAIR SERVICE				61.31
	04 4 MOWER TIRES		11-52-00-5250	EQUIPMENT REPAIR SERVICE				158.96
	05 GATE CONTROLS/ANTENNA		11-32-10-5399	STREET DEPT MISCELLANEOU				286.23
	06 CPU/RAM-ST DEPT COMPUTER		11-10-00-5245	EXPENSES SUBJECT TO INS.				384.98
	07 MOTHERBOARD-ST DEPT COMPUTER		11-10-00-5245	EXPENSES SUBJECT TO INS.				129.99
	0437-7/11	AB		07/08/2011		110726	07/26/2011	444.32

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	01		11-16-10-5350					399.99
	02		11-16-10-5350					44.33
							VENDOR TOTAL:	1,568.43
QUARLES	QUARLES & BRADY LLP 580036.00009	AB	20-81-00-5216	07/13/2011		110726	07/26/2011	7,250.00
	01 BOND COUNSEL						PROFESSIONAL SERVICES	7,250.00
							VENDOR TOTAL:	7,250.00
ROCKRD	ROCK ROAD COMPANIES, INC. 210528	AB	11-32-13-5430	07/15/2011		110726	07/26/2011	142.02
	01 DIRT						TREE & BRUSH OPERATING S	142.02
							VENDOR TOTAL:	142.02
ROTE	ROTE OIL COMPANY 106586	AB	11-32-10-5341	07/08/2011		110726	07/26/2011	517.73
	01 142 GAL UNDYED DIESEL						VEHICLE-FUEL & OIL	517.73
	106613	AB	11-32-10-5341	07/13/2011		110726	07/26/2011	1,891.20
	01 152.5 GAL UNDYED DIESEL						VEHICLE-FUEL & OIL	575.54
	02 379.7 GAL DYED DIESEL		11-32-10-5341				VEHICLE-FUEL & OIL	1,315.66
							VENDOR TOTAL:	2,408.93
SCHERR	SCHERRER CONST CO INC DRAW 6	AB	34-30-00-9115	07/01/2011		110726	07/26/2011	20,734.25
	01 FINAL DRAW-RIV REMODEL						RIVIERA RENOVATIONS	20,734.25
							VENDOR TOTAL:	20,734.25
SHERW	SHERWIN-WILLIAMS COMPANY 0534-5	AB	11-34-10-5370	07/05/2011		110726	07/26/2011	557.95
	01 YELLOW PAINT/ACETONE						MARKING PAINT	557.95
	3072-0	AB		06/28/2011		110726	07/26/2011	5.59

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CITY OF LAKE GENEVA
 OPEN INVOICES REPORT

BATCH # 110726

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	INVOICE AMT/ ITEM AMT
ITEM DESCRIPTION						PROJECT		
	01 PAINT		11-34-10-5370	MARKING PAINT				5.59
SHERW	SHERWIN-WILLIAMS COMPANY 3518-2	AB		07/06/2011		110726	07/26/2011	67.08
	01 PAINT		11-34-10-5370	MARKING PAINT				67.08
						VENDOR TOTAL:		630.62
SIMPLX	SIMPLEXGRINNEL 66772734	AB		07/07/2011		110726	07/26/2011	2,950.00
	01 DRY SYSTEM FIX		11-16-10-5240	CITY HALL BUILDING REPAI				2,950.00
						VENDOR TOTAL:		2,950.00
SPRING	SPRINGSTED INCORPORATED 1	AB		06/28/2011		110726	07/26/2011	15,480.68
	01 BORROWING SERVICES		20-81-00-5216	PROFESSIONAL SERVICES				15,480.68
	6	AB		07/11/2011		110726	07/26/2011	250.00
	01 CONTIN DISCLOSURE		20-81-00-5216	PROFESSIONAL SERVICES				250.00
						VENDOR TOTAL:		15,730.68
WISC	STATE OF WISCONSIN 64-246-6/11	AB		07/19/2011		110726	07/26/2011	4,819.10
	01 6/11 COURT FINES-STATE PORTION		11-12-00-2424	COURT FINES-STATE PORTIO				4,819.10
						VENDOR TOTAL:		4,819.10
DUI	UNEMPLOYMENT INSURANCE 2611094	AB		06/30/2011		110726	07/26/2011	1,606.29
	01 6/11-UE-FIRE		11-10-00-5154	UNEMPLOYMENT COMPENSATIO				66.24
	02 6/11-UE-METER		11-10-00-5154	UNEMPLOYMENT COMPENSATIO				88.05
	03 6/11-UE- CITY HALL		11-10-00-5154	UNEMPLOYMENT COMPENSATIO				1,452.00
						VENDOR TOTAL:		1,606.29
UNITED	UNITED LABORATORIES 00399	AB		06/30/2011		110726	07/26/2011	-164.40

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CITY OF LAKE GENEVA
 OPEN INVOICES REPORT

BATCH # 110726

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		11-22-00-5221					54.93
	CELL CHGS 6/24-7/23/11							
								54.93
							VENDOR TOTAL:	54.93
WALCO	64-246-7/11							
	01	AB	11-12-00-2420	07/19/2011		110726	07/26/2011	1,155.90
	6/11 COURT FINES-COUNTY							1,155.90
							VENDOR TOTAL:	1,155.90
WALCOP	06059026							
	01	AB	11-34-10-5370	06/21/2011		110726	07/26/2011	655.14
	LABOR-COUNTY PAINTING							655.14
							VENDOR TOTAL:	655.14
	06069026S							
	01	AB	11-34-10-5370	06/21/2011		110726	07/26/2011	2,351.47
	YELLOW STREET PAINT							2,351.47
							VENDOR TOTAL:	3,006.61
SHERIFF	6/11							
	01	AB	11-12-00-5290	06/30/2011		110726	07/26/2011	45.00
	6/11 PRISONER CONFIN							45.00
							VENDOR TOTAL:	45.00
WELD	116456							
	01	AB	11-32-10-5340	06/30/2011		110726	07/26/2011	5.90
	TANK RENTAL							5.90
							VENDOR TOTAL:	5.90
							TOTAL --- ALL INVOICES:	140,576.10

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CITY OF LAKE GENEVA
 OPEN INVOICES REPORT

BATCH # R10712

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE	INVOICE AMT/ ITEM AMT
ALLIANT	ALLIANT ENERGY/WP&L RE070611	AB			07/18/2011		R10712	07/26/2011	26,148.79
			01 INV 101952-010-SNAKE RD/HWY 50	11-34-10-5222			ELECTRICITY-FLASHERS		10.26
			02 INV 106985-010-STREET LIGHTS	11-34-10-5223			STREET LIGHTS ELECTRICIT		6,369.00
			03 INV 114980-010-HWY 12/WHEELER	11-34-10-5222			ELECTRICITY-FLASHERS		9.16
			04 INV 124743-010-S LAKE SHORE DR	11-52-00-5222			PARKS-ELECTRICITY		8.05
			05 INV 127818-010-W HWY 50 BLOCK	11-34-10-5222			ELECTRICITY-FLASHERS		10.26
			06 INV 140837-010-S LAKE SHORE DR	11-34-10-5222			ELECTRICITY-FLASHERS		7.58
			07 INV 178856-010-GEORGE ST	11-34-10-5222			ELECTRICITY-FLASHERS		7.08
			08 PARK ELEC ADJUSTMENT	11-52-00-5222			PARKS-ELECTRICITY		283.85
			09 INV 216918-010-CITY HALL	11-16-10-5222			CITY HALL ELECTRICITY		2,463.55
			10 INV 239783-010-CENTRAL SCH	11-52-00-5222			PARKS-ELECTRICITY		8.31
			11 INV 268954-010-FLAT IRON PK	11-52-00-5222			PARKS-ELECTRICITY		272.78
			12 STREET LIGHT ADJUSTMENT	11-34-10-5223			STREET LIGHTS ELECTRICIT		945.56
			13 INV 292807-010-WELLS ST	11-34-10-5222			ELECTRICITY-FLASHERS		61.42
			14 INV 302769-010-DUNN BASEBALL	11-52-00-5922			DUNN FIELD ELECTRIC		7.94
			15 INV 315792-010-W MAIN/CENTER	11-34-10-5222			ELECTRICITY-FLASHERS		45.96
			16 INV 318816-010-HWY 50/HWY 12	11-34-10-5222			ELECTRICITY-FLASHERS		9.33
			17 INV 335773-010-WELL ST	11-34-10-5222			ELECTRICITY-FLASHERS		9.00
			18 INV 336765-010-FLAT IRON PK	11-52-00-5222			PARKS-ELECTRICITY		8.83
			19 INV 279779-010-918 MAIN ST	99-00-00-5222			LIBRARY UTILITIES		1,056.53
			21 INV 375931-010-RIVIERA PIER	40-55-30-5222			PIER ELECTRIC		2,206.69
			22 INV 392817-010-LIBRARY PK	11-52-00-5222			PARKS-ELECTRICITY		8.57
			23 INV 414934-010-101 BROAD 9TH F	11-34-10-5222			ELECTRICITY-FLASHERS		85.98
			24 INV 426987-010-RR3 BLK FLASHER	11-34-10-5222			ELECTRICITY-FLASHERS		9.33
			25 INV 433829-010-FIRE HOUSE	11-22-00-5222			FIREHOUSE ELECTRICITY		570.11
			26 INV 433906-010-HAVENWOOD	11-34-10-5222			ELECTRICITY-FLASHERS		7.01
			27 INV 434743-010-HWY 12/HWY 36	11-34-10-5222			ELECTRICITY-FLASHERS		9.16
			28 INV 514311-001-BAKER/SEMINARY	11-34-10-5222			ELECTRICITY-FLASHERS		20.12
			29 INV 517852-001-SAGE ST/DUNN	11-29-00-5222			SIRENS ELECTRICTY		4.69
			30 INV 544872-001-VET'S PK/TOWNLI	11-52-01-5222			VETS PARKS-ELECTRICITY		80.65
			31 INV 560544-002-1003 HOST DR	11-22-00-5222			FIREHOUSE ELECTRICITY		127.27
			32 INV 589078-001-RUSH ST	11-52-00-5222			PARKS-ELECTRICITY		20.31
			33 INV 589905-001-BEACH HOUSE	40-54-10-5222			BEACH ELECTRIC		440.98
			34 INV 590084-001-DONIAN PK	11-52-00-5222			PARKS-ELECTRICITY		173.58
			35 INV 489578-003-MUSEUM	11-51-10-5222			MUSEUM-ELECTRICITY		420.37
			36 INV 594309-001-STREET LIGHTS	11-34-10-5223			STREET LIGHTS ELECTRICIT		164.25
			37 INV 605259-001-GENEVA ST LOT	11-34-10-5222			ELECTRICITY-FLASHERS		238.37
			38 INV 614948-001-VETS PK SCOREBO	11-52-01-5222			VETS PARKS-ELECTRICITY		143.40
			39 INV 619678-001-LASALLE ST SIRE	11-29-00-5222			SIRENS ELECTRICTY		10.82
			40 INV 621825-001-SO WELLS	11-34-10-5222			ELECTRICITY-FLASHERS		26.77
			41 INV 621606-001-WELLS ST	11-34-10-5222			ELECTRICITY-FLASHERS		22.09

BATCH # R10712

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	42	INV	626232-001-HWY 50/HWY 12	11-34-10-5222		ELECTRICITY-FLASHERS		22.59
	43	INV	627270-001-730 MARSHALL ST	11-29-00-5222		SIRENS ELECTRICTY		19.57
	44	INV	628749-001-W COOK SIREN	11-29-00-5222		SIRENS ELECTRICTY		10.45
	46	INV	640082-001-201 EDWARDS SIR	11-29-00-5222		SIRENS ELECTRICTY		9.08
	47	INV	188965-013-1065 CAREY	11-32-10-5222		ST DEPT BLDG ELECTRICITY		512.05
	48	INV	243947-013-1055 CAREY	11-32-10-5222		ST DEPT BLDG ELECTRICITY		27.11
	49	INV	147744-014-1070 CAREY	11-32-10-5222		ST DEPT BLDG ELECTRICITY		57.88
	50	INV	654168-001-HWY 50 SIGNAL	11-34-10-5223		STREET LIGHTS ELECTRICIT		126.95
	51	INV	653994-001-HWY 120/TOWNLIN	11-34-10-5222		ELECTRICITY-FLASHERS		92.07
	52	INV	656566-001-HWY 120/BLOOMFI	11-34-10-5223		STREET LIGHTS ELECTRICIT		74.14
	53	INV	652115-002-WALMART	11-34-10-5223		STREET LIGHTS ELECTRICIT		64.56
	54	INV	657276-002-389 EDWARDS	11-34-10-5223		STREET LIGHTS ELECTRICIT		76.93
	55	INV	492771-003-GENEVA SQ	11-34-10-5223		STREET LIGHTS ELECTRICIT		27.28
	56	INV	675414-001-VETS PK PAVILN	11-52-01-5222		VETS PARKS-ELECTRICITY		247.97
	57	INV	679833-001-LOT LITE	11-34-10-5223		STREET LIGHTS ELECTRICIT		164.02
	58	INV	696255-001-SHARED SAVINGS	20-81-00-5663		ALLIANT ENERGY LOAN -INT		75.02
	59	INV	699860-001-IMPOUND	11-21-00-5222		POLICE IMPOUND BLDG ELEC		27.15
	60	INV	696255-001-SHARED SAVINGS	20-81-00-5623		ALLIANT ENERGY LOAN-PRIN		754.87
	61	INV	703615-001-MAIN ST LIGHTS	11-34-10-5223		STREET LIGHTS ELECTRICIT		242.71
	62	INV	703098-001-LIB PK RESTROOM	11-52-00-5222		PARKS-ELECTRICITY		40.94
	63		CITY HALL ADJUSTMENT	11-16-10-5222		CITY HALL ELECTRICITY		2,230.39
	64		SHERIDAN SPRINGS ADJUSTMENT	11-17-10-5222		SHERIDAN SPRINGS ELECTRI		96.69
	65		FIRE WATER TOWER ADJUSTMENT	11-22-00-5222		FIREHOUSE ELECTRICITY		211.94
	66		ST DEPT ADJUSTMENT	11-32-10-5222		ST DEPT BLDG ELECTRICITY		175.72
	67		ST DEPT-HWY 120/TNLINE STOP-AD	11-34-10-5222		ELECTRICITY-FLASHERS		53.75
	68		MUSEUM ADJUSTMENT	11-51-10-5222		MUSEUM-ELECTRICITY		472.53
	69		VETS PARK PAVILION-ADJUST	11-52-01-5222		VETS PARKS-ELECTRICITY		626.87
	70		SHARED SAVINGS ADJUSTMENT	20-81-00-5623		ALLIANT ENERGY LOAN-PRIN		36.67
	71		SHARED SAVINGS LIGHTS ADJUST	20-81-00-5663		ALLIANT ENERGY LOAN -INT		-38.56
	72		BEACH HOUSE ADJUSTMENT	40-54-10-5222		BEACH ELECTRIC		403.44
	73		RIV PIER ADJUSTMENT	40-55-30-5222		PIER ELECTRIC		2,655.02
	74		LIBRARY ADJUSTMENT	99-00-00-5222		LIBRARY UTILITIES		157.66
	75		DODGE ST FLASHER	11-34-10-5222		ELECTRICITY-FLASHERS		8.36
						VENDOR TOTAL:		26,148.79

AT&T81	AT&T		AB	07/12/2011	R10712	07/26/2011		2,367.03
	RE070611							
	01	262-R428188663-1 - CITY HALL	11-16-10-5221	CITY HALL TELEPHONE EXPE				316.73
	02	262-R428188663-1 - POLICE	11-21-00-5221	PD TELEPHONE EXPENSE				316.73
	03	262-R428188663-1 - COURT	11-12-00-5221	MUNICIPAL CT TELEPHONE				79.18
	04	262-R428188663-1 - METER	42-34-50-5221	TELEPHONE EXPENSE				79.19
	05	262-2484715125-4 - CITY HALL	11-16-10-5221	CITY HALL TELEPHONE EXPE				150.07

BATCH # R10712

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	06	262-2495299313-5	- 2 UPPER RIV	11-12-00-5221		MUNICIPAL CT TELEPHONE		36.09
	07	262-2480403367-7	- POLICE MAIN	11-21-00-5221		PD TELEPHONE EXPENSE		108.72
	08	262-2484567367-1	- POLICE	11-21-00-5221		PD TELEPHONE EXPENSE		532.68
	10	262-2482264368-9	- FIRE	11-22-00-5221		FIRE DEPT TELEPHONE EXPE		220.94
	11	262-2484913601-4	- STREET SHOP	11-32-10-5221		ST DEPT TELEPHONE EXPENS		107.84
	12	262-2495299313-5	- 7 LIB LINES	99-00-00-5221		LIBRARY TELEPHONE/PAGER		72.88
	13	262-2495299313-5	- 1 ST LINE	11-32-10-5221		ST DEPT TELEPHONE EXPENS		10.42
	14	262-2495299313-5	- 4 CH LINES	11-16-10-5221		CITY HALL TELEPHONE EXPE		41.65
	15	262-2495299313-5	- 2 LOWER RIV	40-55-20-5221		RIVIERA ELEVATOR PHONE E		20.83
	16	262-2495299313-5	- 1 UPPER RIV	40-55-10-5221		TELEPHONE EXPENSE		10.42
	17	262-2495299313-5	- 2 POLICE	11-21-00-5221		PD TELEPHONE EXPENSE		20.83
	18	262-2495299313-5	- 1 FIRE LINE	11-22-00-5221		FIRE DEPT TELEPHONE EXPE		10.41
	19	414-Z456234817-3	CELL 911	11-21-00-5221		PD TELEPHONE EXPENSE		96.73
	20	CITY HALL ADJ		11-16-10-5221		CITY HALL TELEPHONE EXPE		28.70
	21	POLICE ADJ		11-21-00-5221		PD TELEPHONE EXPENSE		50.71
	22	FIRE ADJ		11-22-00-5221		FIRE DEPT TELEPHONE EXPE		38.55
	23	ST DEPT ADJ		11-32-10-5221		ST DEPT TELEPHONE EXPENS		14.70
	24	METERS ADJ		42-34-50-5221		TELEPHONE EXPENSE		2.03
VENDOR TOTAL:								2,367.03

AT&TO	AT&T ONENET SERVICE	AB	07/01/2011	R10712	07/26/2011	101.06
	RE070611					
	01	CHARGES-10/09	11-21-00-5221	PD TELEPHONE EXPENSE		31.30
	02	CHARGES-10/09	11-22-00-5221	FIRE DEPT TELEPHONE EXPE		8.30
	03	CHARGES-10/09	40-55-20-5221	RIVIERA ELEVATOR PHONE E		0.21
	04	CHARGES-10/09	11-12-00-5221	MUNICIPAL CT TELEPHONE		9.48
	05	CHARGES-10/09	11-16-10-5221	CITY HALL TELEPHONE EXPE		29.03
	06	CHARGES-10/09	11-32-10-5221	ST DEPT TELEPHONE EXPENS		3.64
	07	CHARGES-10/09	99-00-00-5221	LIBRARY TELEPHONE/PAGER		8.95
	08	CHARGES-10/09	42-34-50-5221	TELEPHONE EXPENSE		6.84
	09	REV CHGS-10/09	11-21-00-5221	PD TELEPHONE EXPENSE		-31.30
	10	REV CHGS 10-09	11-22-00-5221	FIRE DEPT TELEPHONE EXPE		-8.30
	11	REV CHGS 10-09	40-55-20-5221	RIVIERA ELEVATOR PHONE E		-0.21
	12	REV CHGS 10-09	11-12-00-5221	MUNICIPAL CT TELEPHONE		-9.48
	13	REV CHGS 10/09	11-16-10-5221	CITY HALL TELEPHONE EXPE		-29.03
	14	REV CHGS 10/09	11-32-10-5221	ST DEPT TELEPHONE EXPENS		-3.64
	15	REV CHGS 10-09	99-00-00-5221	LIBRARY TELEPHONE/PAGER		-8.95
	16	REV CHGS 10-09	42-34-50-5221	TELEPHONE EXPENSE		-6.84
	17	CHARGES 7/11	42-34-50-5221	TELEPHONE EXPENSE		7.94
	18	CHARGES 7/11	99-00-00-5221	LIBRARY TELEPHONE/PAGER		5.61
	19	CHARGES 7/11	11-32-10-5221	ST DEPT TELEPHONE EXPENS		1.87
	20	CHARGES 7/11	11-16-10-5221	CITY HALL TELEPHONE EXPE		34.18

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CITY OF LAKE GENEVA
 OPEN INVOICES REPORT

BATCH # R10712

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	21		CHARGES 7/11	11-12-00-5221					8.45
	22		CHARGES 7/11	11-21-00-5221					34.50
	23		CHARGES 7/11	11-22-00-5221					8.15
	24		CHARGES 7/11	40-55-20-5221					0.36
								VENDOR TOTAL:	101.06
USCELL	U.S. CELLULAR RE070611	AB			07/12/2011		R10712	07/26/2011	239.59
	01		HARBORMASTER CELL 7/12-8/11	40-55-10-5221					11.70
	02		MAYOR'S CELL 7/12-8/11	11-16-10-5221					3.70
	03		BLDG INSP CELL 7/12-8/11	11-24-00-5262					21.55
	05		CITY ADMIN CELL 7/12-8/11	11-16-10-5221					65.80
	06		CITY CLERK CELL 7/12-8/11	11-16-10-5221					55.10
	07		BEACH CELL 7/11-8/12	40-54-10-5221					18.30
	08		PARKING MTR 1 CELL 7/12-8/11	42-34-50-5221					7.90
	09		PARKING MTR 2 CELL 7/12-8/11	42-34-50-5221					9.30
	10		CITY HALL CELL 7/12-8/11	11-16-10-5221					8.20
	11		CEMETERY CELL 7/12-8/11	11-00-00-1391					4.70
	12		PARKING SUPERVISOR 7/12-8/11	42-34-50-5221					5.00
	13		PKG CELLS ADJ 7/12-8/11	42-34-50-5221					12.78
	14		CEM CELL ADJ 7/12-8/11	11-00-00-1391					6.76
	15		CITY CELLS ADJ 7/12-8/11	11-16-10-5221					3.17
	16		BEACH CELL ADJ 7/12-8/11	40-54-10-5221					-2.00
	17		HARBORMSTR ADJ 7/12-8/11	40-55-10-5221					10.25
	18		BLDG INSP ADJ 7/12-8/11	11-24-00-5262					-2.62
								VENDOR TOTAL:	239.59
								TOTAL --- ALL INVOICES:	28,856.47

**City of Lake Geneva
Treasurer's Report as of February 28, 2011**

PNC Bank	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Jan-11	Feb-11
City Expenses & Collections	General Checking	977,890.19	666,651.97	1,700,000.00		
City Net Payroll	General Checking	253,220.15		4,000.00		
City Health & Welfare Claims	General Checking	101,711.81		10,068.23		
General Checking		1,332,822.15	666,651.97	1,714,068.23	449,081.49	1,496,979.54
Municipal Justice Trust Account	Municipal Court Checking		4,584.88		43,993.77	48,578.65
MC Parking Violation Account	Municipal Court Checking		2,305.80	(4,000.00)	3,018.81	1,324.61
Savings Account	Police Seizure Account	-	-		28,070.53	28,070.53
PNC Bank	TOTALS	1,332,822.15	673,542.65	1,710,068.23	524,164.60	1,574,953.33

First Banking Center	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Jan-11	Feb-11
Treasurer's Checking	Tax Receipts	6,885,615.78	2,133,055.56	3,659,554.36	1,245,635.88	152,630.02
TID #4 Money Market	Money Market		0.32		4,107.53	4,107.85
First Banking Center	TOTALS	6,885,615.78	2,133,055.88	3,659,554.36	1,249,743.41	156,737.87

Other Banks	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Jan-11	Feb-11
M&I Bank	TID #4 Certificate of Deposit	-	-		644,000.00	644,000.00
Community Bank of Delavan	TID #4 Certificates of Deposit	-	988.64		605,679.39	606,668.03
Community Bank of Delavan	TID #4 CDARS	-	-		1,200,000.00	1,200,000.00
Community Bank of Delavan	TID #4 Money Market	-	0.02		480.51	480.53
Hometown Bank	Fire/EMS Billing Revenue	1,253.52	22,108.78	(10,068.23)	11,321.75	22,108.78
Other Banks	TOTALS	1,253.52	23,097.44	(10,068.23)	2,461,481.65	2,473,257.34

Local Govt Investment Pool	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Jan-11	Feb-11
LGIP Acct #1	General	-	2,124,901.85	(1,700,000.00)	2,536,096.53	2,960,998.38
LGIP Acct #4	Treasurer	2,821,943.46	859.49	(3,659,554.36)	6,481,497.82	859.49
LGIP Acct #5	Impact Fees-Park	-	11.58		87,130.55	87,142.13
LGIP Acct #6	Impact Fees-Fire	-	7.75		58,308.52	58,316.27
LGIP Acct #7	TID #4	-	698,121.22		5,158,312.59	5,856,433.81
LGIP Acct #8	Capital Projects	-		(7.08)	7.08	-
LGIP Acct #10	Impact Fees-Library	-	18.26		137,440.96	137,459.22
LGIP Acct #11	Capital Projects	-	17.73	7.08	133,465.57	133,490.38
Local Govt Investment Pool	TOTALS	2,821,943.46	2,823,937.88	(5,359,554.36)	14,592,259.62	9,234,699.68

GRAND TOTAL ALL BANKS

11,041,634.91	5,653,633.85	0.00	18,827,649.28	13,439,648.22
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Attest: *Jessica M. Klein, Treasurer*