City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.com

CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE

TUESDAY, JUNE 9, 2020 4:30 P.M.

LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (LOWER LEVEL)

Members: Chairperson Cindy Flower, Mary Jo Fesenmaier, Rich Hedlund, Tim Dunn, and John Halverson

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. YOU CAN CALL-IN OR WATCH THE MEETING IN SEVERAL WAYS:

1. Livestream at the City of Lake Geneva Vimeo Channel found here www.vimeo.com/lakegeneva

2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25

3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
   Access Code: 9746153

4. You can provide public comment on agenda items by emailing your comments to the City Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the City Clerk by 3:30 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

CITY HALL WILL NOT BE OPEN TO THE PUBLIC DURING THE MEETING. YOU CAN OBSERVE THE MEETING VIA THE ABOVE LISTED COMMUNICATIONS.

AGENDA- AMENDED

1. Meeting called to order by Chairperson Flower
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda. Comments will be limited to 5 minutes
4. Approve the regular Public Works Committee meeting minutes from May 12, 2020 as prepared and distributed
5. Native Planting Presentation – Chairperson Flower
6. Director of Public Works Report
   - **a.** Disc Golf Bridge Update
   - **b.** Bigfoot Beach Update
   - **c.** Edwards Blvd, HSIP Grant and Re-Construct Options Update
   - **d.** 2020 Street Improvement Project Update
   - **e.** Sidewalk Special Assessment Update
7. Parking Manager Report
8. Discussion/Recommendation regarding final payment to Total Parking Solutions for the purchase of parking kiosks in an amount not to exceed $165,175.00

9. Discussion/Recommendation regarding the purchase of a Ventrac Sidewalk plow to be purchased with funds from the 2020 Capital Borrowing

10. Discussion/Recommendation regarding garbage can receptacles and lids

11. Discussion/Recommendation regarding potential barricading of parking on the north side of Wrigley Drive for the 4th of July weekend, as it relates to the COVID-19 Pandemic

12. Discussion/Recommendation regarding approving a proposal for work to complete a road patch on Main Street

13. Discussion/Recommendation regarding a Request for Quotes as it relates to potential sale City-owned property located on Sheridan Springs Road

14. Discussion regarding issues on Townline Road

15. Future Agenda Items
16. Adjourn

This is a meeting of the Public Works Committee.
No official Council action will be taken; however, a quorum of the Council may be present.

CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE MINUTES
TUESDAY, MAY 12, 2020 4:30 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (LOWER LEVEL)

Members: Chairperson Cindy Flower, Mary Jo Fesenmaier, Rich Hedlund, Tim Dunn, and John Halverson

Chairperson Flower called the meeting to order at 4:32 p.m.

Roll Call
Present: Flower, Fesenmaier, Hedlund, Dunn & Halverson
Absent: None

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

Approve the regular Public Works Committee meeting minutes from March 10, 2020 as prepared and distributed
Motion by Hedlund to approve, second by Dunn. No discussion. Motion carried 5-0.

Director of Public Works Report
-COVID-19 Response
-Brush/Leaf Pickup
-Equipment/Vehicle Update

Public Works Director Earle stated that currently the Parks are closed due to COVID-19. He added that the department has taken precautions in that no more than three DPW employees can gather at any time, that he or the Superintendent punch in the time for the employees to limit the touching of the time clock, all machinery and offices are disinfected at least twice a day. He added that the benches and City owned property in the parks are being cleaned and sanitized. He did add that the playground equipment is still closed at this time and will remain closed until there is a plan to effectively clean them.
Earle stated that the brush pickup has been extremely busy and has gone well. He did want to state a reminder that grass clippings cannot be picked up the brush, but that the grass dump site is open seven days a week.
Earle noted that there have been some issues with some of the equipment. Most have been resolved with minor repairs, but an older Freightliner will need to be replaced in the near future. No action taken.

Parking Manager Report
Parking Manager Seth Elder stated that he and the team are feeling good and healthy. He stated that the Wayfinding signs are being put up along with the new kiosks. Elder noted that to date eighteen of the fifty new kiosks had been installed and were working well. With the reduction of kiosks from sixty-three to fifty so this has left Elder to determine which kiosks are to be replaced and which kiosks will simply just be removed. He further added that staff are sanitizing the equipment as they pass them when enforcing; they are encouraging guests to download the Parkmobile App to reduce the number of people that need to touch the kiosks. No action taken.

Discussion/Recommendation regarding the potential postponement purchase of a Ventrac Sidewalk plow to be purchased with funds from the 2020 Capital Borrowing
Earle stated that he had found this replacement this in stock as no new used are available and this one was available to cost no more $42,000. He added that this plow would be used on the sidewalks in the parks down town. The committee discussion included the possibility of postponing this purchase due to the City's budget shortfall. Earle stated that they could but worried that postponing the purchase could lead to a price increase by 2% or 5%. The committee asked that Earle contact Burris Equipment to determine the very last date that this could be purchased.

Motion by Flower to continue this item to the June Public Works Meeting, second by Hedlund. Motion carried 5-0.

Motion by Flower to move the item "Discussion/Recommendation regarding updating existing Kapur Task Order to include engineering work for possible changes to Edwards Blvd & Highway 50" to discuss next, second by Hedlund. Motion carried 5-0.

Discussion/Recommendation regarding updating existing Kapur Task Order to include engineering work for possible changes to Edwards Blvd & Highway 50

Kapur Engineer, Greg Governatori, addressed the committee regarding the task order. He added that this would include Main Street and Edwards Blvd for reconstruction. He added that there would need to be a traffic analysis completed during the summer, as this time usually provides the most traffic volume. The task order would be for work to be completed in 2021 and that this would include the design, engineering, and implementation. Flower questioned if the City would be able to provide a grant application for the Highway Safety Improvement Program. Governatori stated that could be researched and that he thought the deadline for the grant was the end of August. As the HSIP grant would help pay for the traffic analysis, he would remove that provision from the task order for the time being. The committee discussed authorizing a portion of the task order without the traffic analysis; this would reduce the task order cost by $25,000.

Discussion/Recommendation regarding updating existing Kapur Task Order to include possible Special Assessments for Sidewalk work

The Committee included this agenda item with the discussion of the previous agenda item. The committee discussed the process of exercising special assessment powers and Governatori indicated that Kapur would help the City through this process. The committee discussed that there needs to be sidewalks installed between the magic theater and Ridges development on Edwards Blvd. The magic theater was required to put in the sidewalks as part of the development and the committee would like to see that sidewalks be required to be installed for every development. The committee also discussed the potential need to easements from the property owners to install the sidewalks.

Motion by Flower to approve the task order for Kapur to prepare the HSIP application for Edwards Blvd & Hwy 50 not to exceed $5,000, second by Hedlund. Motion carried 5-0.

Motion by Hedlund to approve updating the existing Kapur Task Order to include possible Special Assessments for Sidewalk work but to not include the traffic and pedestrian analysis in the amount of $25,000 until further advisement; the task order amount not to exceed $108,998.00, second by Flower. Motion carried 4-1, with Fesenmaier voting no.

Discussion/Recommendation regarding 2020 Street Improvement Project to include possible ADA issues/compliance

Wyatt Poeltz, with Kapur Engineering, addressed the committee regarding the potential ADA issues as it relates to the 2020 Street Improvement project. He indicated that there are several sidewalks on Dodge Street/Sage Street and Water Street/Sage Street. Poeltz noted that these sidewalks have an extremely high elevation that can be fixed but would take considerable reconstruction. This work could cost roughly $26,895 and would be based on having to reconstruct forty feet of the sidewalk leading up to the intersection. He recommended that this be completed as the residents in the area had described the difficulties with the extreme elevation of the sidewalk. The committee discussion included directing Poeltz to gather more data points and to consider the placement of obstructions in the right-of-way. He was instructed to obtain a survey of Dodge Street for further consideration. No action taken.

Discussion/Recommendation regarding potential postponement of the 2020 Street Improvement Project until Fall 2020 due to City of Lake Geneva revenue shortfall

Earle addressed the committee regarding the 2020 Street Improvement project; he noted that the overall project is going to cost $810,000. He added that Kapur is ready to start advertising this project with potential bid opening in late June. Governatori explained that the potential bike path and sharrows were slated to be installed in the 2021. Fesenmaier questioned in Main Street is about of the 2020 Street Improvement project as there are significant potholes in desperate need of patch. Earle stated that this will be resolved through a separate proposal. No action atken.

Discussion/Recommendation regarding application for WI DNR Shoreland & Wetland Delineation Permits as it relates to the possible restoration of Tax Key Parcels: ZOP00302, ZOP00004, & ZOP00004A

Motion by Hedlund to continue this item, second by Flower. Motion carried 5-0.

Discussion/Recommendation regarding potential repairs to Bigfoot Beach as it relates to beach erosion & access

Fesenmaier stated that she had requested this item be on the agenda as she had concerns with the area of Bigfoot Beach. She wanted the committee to explore potential solutions for the erosion other than adding more sand. DPW Director Earle noted that the road by the beach is owned by the City and that the DNR had worked with the WI DOT on that project sometime back. He added that DNR maintains the area from the edge of the road to the water. He added that he would contact the DNR to address this issue. Hedlund stated the City had placed riprap in this area and that it was very expensive to do. No action taken.

Future Agenda Items
-Bigfoot Beach
-2020 SIP Sidewalks
-2020 Street Improvement Project
-Townline RD Issues
-Ventrac Purchase
-Disc Golf Course Bridge
-Plantings in traffic circles

Adjourn
Motion by Hedlund to adjourn the meeting, second by Halverson. Motion carried 5-0. The meeting adjourned at 6:20 p.m.

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VIKINGS
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CITY OF LAKE GENEVA
PARKING REVENUE COMPARISONS

	2016	2017	2018	2019	2020
March	36,907.04	44,743.02	62,982.75	75,960.25	36,649.54
April	76,498.64	73,173.25	83,431.11	90,750.81	71.56
May	122,217.40	106,361.10	164,675.60	111,171.88	93,280.64
	235,623.08	224,277.37	311,089.46	277,882.94	130,001.74
BUDGET	910,000.00	944,000.00	1,294,663.00	1,300,000.00	1,375,000.00

Account Number	Account Title	2020-20 Period Actual	2020-20 Current year Actual	Current year Budget	Variance Current year	% of Budget
PARKING						
PARKING						
PARKING						
42-34-50-46100	PARKING MISC REVENUE	100.00	907.39	1,500.00	592.61	60.49
42-34-50-46320	PARKING TICKET PENALTIES	1,460.00	4,765.00	40,000.00	35,235.00	11.91
42-34-50-46330	PARKING STALL COLLECTIONS	93,280.64	130,001.74	1,375,000.00	1,244,998.26	9.45
42-34-50-46340	PARKING STALL TICKETS	8,890.00	18,840.00	125,000.00	106,160.00	15.07
42-34-50-46350	PARKING TICKETS-COLL AGENCY	2,276.39	21,672.78	30,000.00	8,327.22	72.24
42-34-50-46360	PARKING STICKERS-WALCO,OVER 4	630.34	5,818.82	10,000.00	4,181.18	58.19
42-34-50-46370	PARKING LOT PERMITS	758.30	7,582.98	6,000.00	1,582.98-	126.38
42-34-50-46380	BUSINESS PARKING PASSES	284.34	2,996.01	1,500.00	1,496.01-	199.73
42-34-50-46390	ONLINE CONVENIENCE FEES	.00	.00	.00	.00	.00
42-34-50-46400	RESERVED PARKING PERMITS/BAGS	530.82	985.80	2,000.00	1,014.20	49.29
42-34-50-46410	PARKING APP NET COLLECTIONS	22.99	3,321.33	75,000.00	71,678.67	4.43
42-34-50-46900	MISC SALES	.00	2,796.22	500.00	2,296.22-	559.24
42-34-50-48110	INTEREST INCOME	.00	3,278.12	10,000.00	6,721.88	32.78
42-34-50-49100	APPL OF PRIOR YR APPROPRIATION	.00	.00	380,350.00	380,350.00	.00
Total PARKING:		108,233.82	202,966.19	2,056,850.00	1,853,883.81	9.87
PARKING						
42-34-50-51100	PARKING MANAGER SALARY	4,615.40	13,330.93	59,875.00	46,544.07	22.26
42-34-50-51160	PARKING WAGES-CLERK/DISPATCH	5,720.60	30,708.27	85,085.00	54,376.73	36.09
42-34-50-51200	PARKING PT WAGES	10,889.36	27,168.66	110,550.00	83,381.34	24.58
42-34-50-51340	PARKING & OTH LIFE INSURANCE	28.75	165.73	700.00	534.27	23.68
42-34-50-51345	PARKING & OTH HEALTH INSURANCE	2,263.79	16,932.30	78,780.00	61,847.70	21.49
42-34-50-51350	PARKING & OTH DENTAL INSURANCE	141.50	854.26	3,828.00	2,973.74	22.32
42-34-50-51355	PARKING & OTH VISION INSURANCE	11.26	67.57	305.00	237.43	22.15
42-34-50-51360	PARKING & OTH RETIREMENT FUND	921.35	3,751.36	11,410.00	7,658.64	32.88
42-34-50-51370	PARKING & OTH DISABILITY INS	23.55	93.49	475.00	381.51	19.68
42-34-50-51380	PARKING UNIFORMS	.00	671.68	1,100.00	428.32	61.06
42-34-50-51520	PARKING & OTH SOCIAL SECURITY	1,615.39	5,345.42	19,550.00	14,204.58	27.34
42-34-50-52160	LUKE CC AND COLLECTION FEES	7,283.44	12,415.95	57,000.00	44,584.05	21.78
42-34-50-52200	PARKING LOT PLANTING/MAINT	459.31	5,207.03	21,000.00	15,792.97	24.80
42-34-50-52210	TELEPHONE EXPENSE	190.48	3,724.27	14,000.00	10,275.73	26.60
42-34-50-52500	KIOSK REPAIRS/SUPPLIES	52.00	5,226.15	15,000.00	9,773.85	34.84
42-34-50-52650	POLICE DEPT SERVICES	.00	.00	.00	.00	.00
42-34-50-53100	OFFICE SUPPLIES	30.79	848.72	1,500.00	651.28	56.58
42-34-50-53120	POSTAGE EXPENSE	.00	17.41	2,500.00	2,482.59	.70
42-34-50-53130	WORKERS COMPENSATION INSURAN	.00	710.03	3,500.00	2,789.97	20.29
42-34-50-53140	LIABILITY & PROPERTY INSURANCE	.00	800.26	3,250.00	2,449.74	24.62
42-34-50-53320	CONFERENCES/TRAINING	.00	.00	1,200.00	1,200.00	.00
42-34-50-53400	OPERATING SUPPLIES-ENFORCEME	.00	8,214.22	10,000.00	1,785.78	82.14
42-34-50-53410	VEHICLE SUPPLIES-FUEL	.00	180.61	1,000.00	819.39	18.06
42-34-50-53510	VEHICLE/EQUIPMENT MAINT	.00	365.87	2,000.00	1,634.13	18.29
42-34-50-53990	PARKING MISC EXPENSES	.00	4,033.87	20,000.00	15,966.13	20.17
42-34-50-54500	SUPPORT CONTRACTS	2,604.00	79,454.50	115,000.00	35,545.50	69.09
42-34-50-58500	PARKING LOT REV SHARE	.00	.00	16,000.00	16,000.00	.00
42-34-50-58700	OUTLAY-PARKING	.00	178,438.83	380,350.00	201,911.17	46.91
42-34-50-59300	TRANSFER TO TIF	.00	.00	.00	.00	.00
42-34-50-59400	TRANSFER TO CAPITAL PROJECTS	.00	.00	15,000.00	15,000.00	.00
42-34-50-59500	TRANSFER TO GENERAL FUND	.00	.00	931,892.00	931,892.00	.00
42-34-50-59550	TRANSFER FROM RESERVE TO GF	.00	.00	.00	.00	.00

Account Number	Account Title	2020-20 Period Actual	2020-20 Current year Actual	Current year Budget	Variance Current year	% of Budget
	Total PARKING:	36,850.97	398,727.39	1,981,850.00	1,583,122.61	20.12
	Total PARKING:	145,084.79	601,693.58	4,038,700.00	3,437,006.42	14.90
	PARKING Revenue Total:	108,233.82	202,966.19	2,056,850.00	1,853,883.81	9.87
	PARKING Expenditure Total:	36,850.97	398,727.39	1,981,850.00	1,583,122.61	20.12
	Net Total PARKING:	71,382.85	195,761.20-	75,000.00	270,761.20	261.01-
	Net Grand Totals:	71,382.85	195,761.20-	75,000.00	270,761.20	261.01-

Total Parking Solutions Inc.

City of Lake Geneva
Parking Equipment Proposal
January 13, 2020

Equipment

Cale CWT Terminals – Color Touch Screen/Coin and Card

Cabinet stainless steel construction, color - black, 80 amp battery, credit/debit card reader, coin acceptor w/coin canister, vandal resistant Lexan protected fully programmable color touch screen display, 3/4G modem and antennae, one roll receipt paper, instruction graphics, installation hardware, 100% one year warranty on parts and service

Pricing Per Unit

Coin, card – color touch display	$ 6,370.00
Shipping	$ 125.00
Installation	$ 112.00
Total per Unit	**$ 6,607.00**
50 Units	**$ 330,350.00**

Cale "WebOffice" Central Management System

Includes and provides for:

- PCI compliant real time credit card payment processing
- alarms and warnings sent via SMS text or e-mail to owner and/or service technician
- access to maintenance, statistical and financial reporting (built-in report generator can export data as Excel or PDF files)
- Any pay by phone, LPR or enforcement related integration

$ 65.00 per month, $ 780.00 per year per terminal

Optional Service and Maintenance Coverage *

Year one		included, no charge
Years two thru five	**$ 560.00**	**per terminal**

* 100% parts and labor, no limit on number of service calls, includes quarterly preventive maintenance inspections

Total Parking Solutions Inc.

OTHER NOTES

Delivery	*Estimated 10 to 12 weeks*
Installation	*Does not include any necessary concrete work. Installation is bolt down type therefore substrate must be of concrete. Any asphalt or soil base placement locations shall require a minimum 2' x 2' concrete pad which is the responsibility of the City.*
Signage	*Included are universal parking "P" and "Pay By Plate Parking" stickers applied to both side faces of each pay station. Any and all posted street signage and its' hardware is the responsibility of the City.*

Proposed by:

Joseph T. Smith
Total Parking Solutions
President of Operations/Co-Owner

Accepted by:

Signature

1-14-2020

Date

* Council approval 1-13-2020
agenda item 12a

Total Parking Solutions, Inc.

2721 Curtiss Street
Downers Grove, IL 60515

Invoice

Date	Invoice #
1/15/2020	104833

Bill To	Ship To
City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	50% down / Bal. due ...		3/2/2020	TPS delv.		

Quantity	Item Code	Description	Price Each	Amount
50	CWT STLTH	CWT Stealth terminal, solar power, back up battery, credit card data transfer	6,607.00	330,350.00T
	Install labor	Project installation labor	0.00	0.00
		Terms: 50% down with order; 50% due net 30 days upon completion of install		
	PYMNT	$165,175.00 due now; $165,175.00 due net 30 on completion previous payment		-165,175.00
		Balance due upon receipt Equipment has been delivered to City of Lake Geneva received by Public Works		
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Thank you for your business.

Total $165,175.00

Phone #	Fax #
630-241-1984	630-241-1985

Turf Equipment Specialist
www.burrisequipment.com

Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Lakemoor:
27939 W. Concrete Drive
Ingleside, IL 60041
(815) 363-4100
(815) 363-4109 - Fax

Joliet:
2001 Cherry Hill Road
Joliet, IL 60433
(815) 464-6650
(815) 464-6951 - Fax

Date: 1/3/2020
Rev: 2/13/2020

To: **City of Lake Geneva (Sourcewell Member #94424)**
1065 Carey Street
Lake Geneva, WI 53147
Attn: **Tom Earle**
Ph # (262) 248-6644
Cell #
Fax #
Email tearle@cityoflakegeneva.com

We are pleased to submit this quote for your consideration:

Qty	Code	Description		Sale Price
		Traction Unit		
1	39.51209	***4500Y 4500 Series Tractor, Kubota 25hp Diesel Liquid-Cooled Engine***		20,357.50
1	70.2014	***KW452 All Weather Cab, includes Work Lights***		5,907.50
1	70.8148	Windshield Washer Kit		174.25
1	70.8161	LED Strobe Beacon Kit		263.50
1	70.8162	LED Hazard Flashers Kit		352.75
1	70.2006-4	Exterior Mirrors		110.50
1	70.2006-6	Directional Defrost Fan		174.25
1	70.2014-53	Heater Install Kit, 4500Z		250.75
1	70.2013	***SA250 Drop Spreader, Salt***		4,373.25
1	70.4105	Rear 12V Power Outlet Kit		123.25
1	70.8140	Spreader Mounting Kit		289.00
1	39.55271	***KV552 V-Blade***		2,286.50
1	70.4104	Front 12V Switch & Plug Kit		225.25
1	39.55401	***KJ520 52" Broom***		4,245.75
		Pricing based on Sourcewell Contract #062117-VPI		
		Factory Freight & Prep		2,866.00
		Sub-Total:		42,000.00
		Sales Tax:		EXEMPT
		Grand Total:		**$42,000.00**

Notes:

Mike Thornton
mike.thornton@burrisequipment.com
CELL # (847) 417-2436
Burris Equipment Co.

Quote Good Thru:

☐ Mail ☐ Faxed ☐ Delivered ☐ Email

Order Accepted:

Customer Signature Date Sales Representatives Signature Date

Sales Service Rentals Parts

INVOICE

A Division of The Prestwick Group, Inc.

W248 N5499 Executive Dr.
Sussex, WI 53089 USA
PH 888-868-6297
FAX 888-868-7184

100% MANUFACTURED IN THE USA

Invoice Date	Invoice Number
2/25/2020	703411

BILL TO:

City of Lake Geneva WI
625 Carey Street
Lake Geneva, Wisconsin 53147
United States

SHIP TO:

City of Lake Geneva WI
City of Lake Geneva, Wisconsin,
Wisconsin, Wisconsin, Wisconsin
United States

P.O. NUMBER	TERMS	DUE DATE	REP	SHIP VIA	REF/TAKEN
	Net 30	3/26/2020	7GOV1	Pickup	RS-CAT-RS

Shipped	MR Item	DESCRIPTION	Unit Price	Amount
10	050-315-055-B	BLACK-DOME TOP (FITS 32,40 AND 55 ROUND ONLY)	94.00	940.00
1	CUSTOMER PIC...	CUSTOMER PICK UP	0.00	0.00

DATE APPROVED 04 March 2020
APPROVED BY
ACCOUNT #(S) 1152005352
DESCRIPTION
PO # Can lids

Total	$940.00
Payments/Credits	$0.00
Balance Due in USD	$940.00

A service charge of 1.5% per month will be assessed on all past due invoices.

CID: **90629**

ASPHALT CONTRACTORS INC

Grading-Paving-Sealing-Striping
Asphaltinc.com

All Mail to:
1701 Main Street
Union Grove, WI 53182

Contact Info:
(262) 878-4678
Fax (262) 878- 5411
aci@asphaltinc.com

Date: May 06, 2020

PROPOSAL SUBMITTED to:
City of Lake Geneva Street Dept. Attn: Neil Waswo
1065 Carey St.
Lake Geneva, WI 53147
Work: 262-248-6644 Fax: 262-248-2545
nwaswo@cityoflakegeneva.com

WORK LOCATION:
City of Lake Geneva Street Dept.
1065 Carey St.
Lake Geneva, WI 53147

We are pleased to quote the following:

Road Patch Area of Approximately 1,692 SF (Main St – Maxwell/Warren) – up to 6" Depth $11,938.00
4" Depth $9,676.00

- Provide traffic control as needed
- Sawcut and remove existing asphalt; haul waste material off site
- Re-work and compact existing base aggregate; enhance, if and where needed
- Grade, shape and compact base aggregate
- Install up to 6" of hot compacted asphalt binder & surface mix; up to 3 lifts with tack coat in between OR 4", 2 lifts with tack

NOTE: Client is responsible for all needed permits, if required.

Note: This proposal may be withdrawn if not accepted within 30 days.
Terms of Payment: **Due upon completion**, a $15 service charge and interest of 1-½% per month will be charged on all accounts 10 days past due.

As Required by the Wisconsin Construction Lien Law, Builder (Contractor) hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. If acceptance of this proposal is made on other than this form, such acceptance shall be subject to terms and conditions herein.

Thank you for the opportunity to quote you on this project. Respectfully submitted.

By: Carrie Ballard

Acceptance of Proposal – The above prices, specifications and conditions and the attached "Terms and Conditions" are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature: _____

Date: _____

Area Office
1740 120th Avenue
Kenosha, WI 53144

Payne+Dolan
A WALBEC COMPANY

Matthew R. Gregg
Direct: 262-859-3081
Cell: 262-366-5035
Fax: 262-859-3031
mgregg@payneanddolan.com

PROPOSAL

SUBMITTED TO:
Tom Earle
City of Lake Geneva

DATE: May 15, 2020
PHONE: 262-949-5425 **FAX:**
JOB NAME: C/O Lake Geneva – STH 50 Patch
JOB LOCATION: STH 50 & Maxwell St
PLAN DATE:

For furnishing the necessary labor, material and equipment to complete the following:

Item #	Item	Quantity	Units	Unit Price	Total
10	ASPHALT MILLING	217	SY	$ 45.50	$ 9,873.50
20	ASPHALT SURFACE	55	TN	$ 199.00	$10,945.00
				Total	**$20,818.50**

NOTES:
- Project is to be built in 1 phases(s).
- **Payment based on field measured quantities.**
- **Price does NOT include: pavement marking, undercutting, base course, restoration, permit or bond.**
- **Price includes flaggers for**

If you have any questions on this proposal, please call me at the contact information listed above.

Thank you!

THIS PROPOSAL AND PAYNE & DOLAN, INC.'S OBLIGATION TO PROVIDE ANY LABOR, MATERIALS AND/OR EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON FEDERAL, STATE AND LOCAL REGULATIONS, RESTRICTIONS AND ORDERS PERTAINING TO THE COVID-19 PANDEMIC AND THE HEALTH, SAFETY AND WELFARE OF PAYNE & DOLAN, INC.'S EMPLOYEES. IF PAYNE & DOLAN, INC., IN ITS SOLE DISCRETION, IS UNABLE TO TIMELY AND/OR ADEQUATELY PROVIDE LABOR, MATERIALS, EQUIPMENT, AND/OR WORKFORCE TO FULFILL THIS PROPOSAL DUE TO THE COVID-19 PANDEMIC OR OTHER VIRUS OUTBREAKS, EPIDEMICS, AND PANDEMICS, THEN THIS PROPOSAL SHALL BE NULL AND VOID, PAYNE & DOLAN, INC. SHALL BE EXCUSED FROM ALL PERFORMANCE HEREUNDER, ANY AND ALL LIABILITY AGAINST PAYNE & DOLAN, INC. IS WAIVED, AND PAYNE & DOLAN, INC. SHALL BE ENTITLED TO REIMBURSEMENT OF ALL COSTS INCURRED AT THE TIME PERFORMANCE IS CEASED.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN 10 DAYS FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY September 1, 2020, PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: PAYMENT IN FULL/LETTER OF CREDIT FOR CONTRACT

PLEASE CALL MATT GREGG AT 262-859-3081 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.

PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Lien Law: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (PAYNE & DOLAN, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, 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. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc, its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base**:** The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within ±0.1' of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.**:** If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within ±0.1' of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving: Payne & Dolan, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Payne & Dolan, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: _____

Raymond A Postotnik, Agent

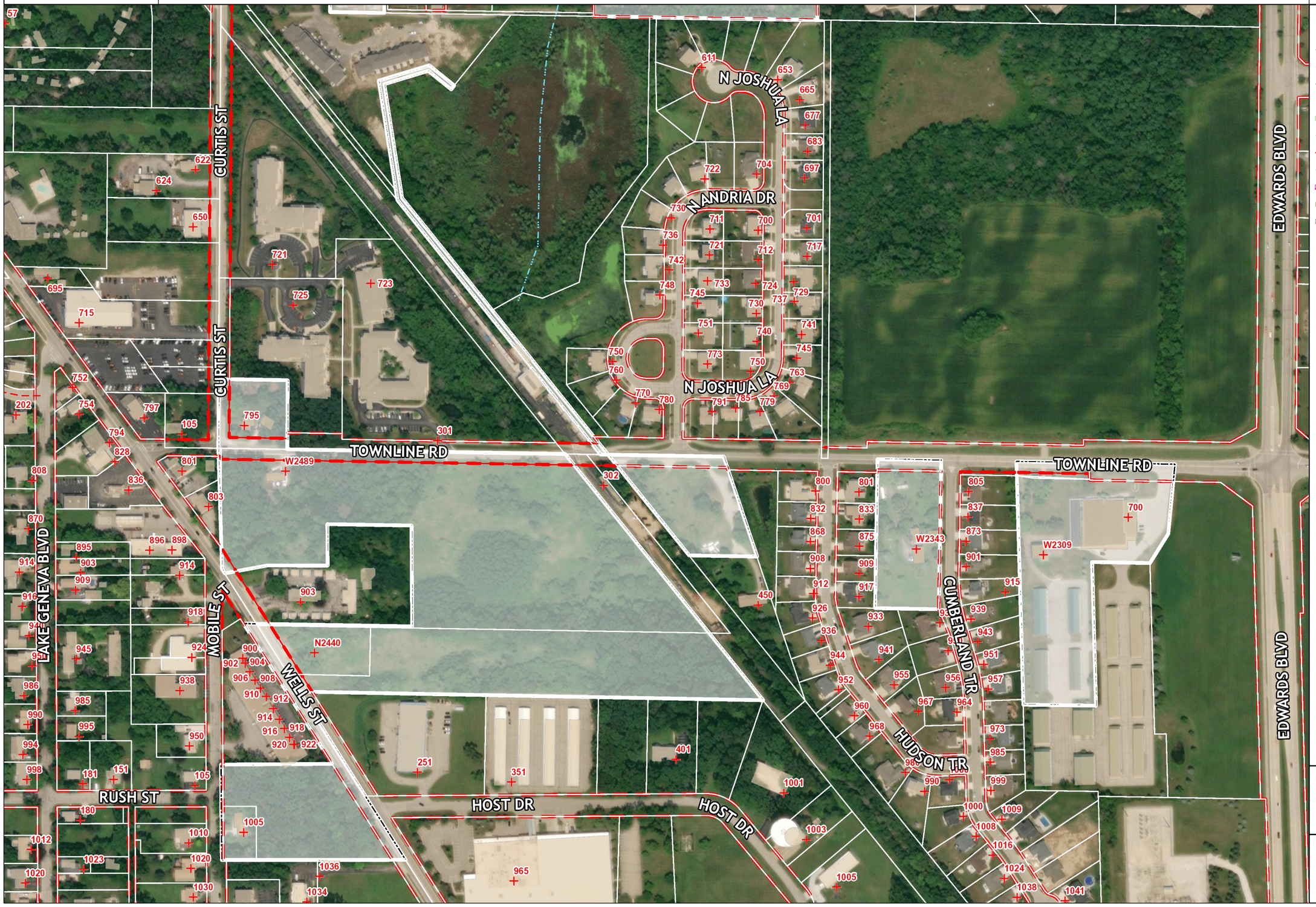
Acceptance of Proposal - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: _____ Date: _____

Signature: _____

Job Name: C/O Lake Geneva – STH 50 Patch Date of Proposal: May 15, 2020

Lake Geneva



Legend

- Street Names
- Private Roads
- Addresses @ 5000
- County Municipalities
- Tax Parcels (Air Photo)
- Parks
- Alley
- Right-Of-Way
- Hydrology
- ETZ
- Building Footprints
- City Limits
- City Limits Mask

Data on this map may or may not be accurate, current, or otherwise reliable. For reference only.

Note

0 223.35 446.7

Feet

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