



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- [www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

**CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE**  
**TUESDAY, MARCH 10, 2020 4:30 P.M.**  
**LAKE GENEVA CITY HALL; CONFERENCE ROOM 2A (UPPER LEVEL)**

**Members:** Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

**AGENDA**

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 February 11, 2020 as prepared and distributed
5. Director of Public Works Report
6. Discussion/Recommendation regarding the snow removal on Bike and Multi-Use Paths
7. Discussion/Recommendation regarding the 2021 Street Improvement Project
8. Discussion/Recommendation regarding Native Plantings presentation
9. Discussion/Recommendation regarding residential snow removal from sidewalks
10. Discussion regarding leaf mulch disposal/repurposing
11. Discussion/Recommendation regarding the purchase of a 2020 International HV507 Cab & Chassis to be paid from the 2020 Equipment Replacement Fund
12. Discussion/Recommendation regarding yearly maintenance contract for traffic signals with TAPCo
13. Future Agenda Items
14. 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, FEBRUARY 11, 2020 4:30 P.M.**  
**LAKE GENEVA CITY HALL; CONFERENCE ROOM 2A (UPPER LEVEL)**

**Members:** Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

Chairperson Flower called the meeting of the Public Works Committee to order at 4:32 p.m.

**Roll Call**

**Present:** Howell, Flower, Dunn, Hedlund, and Proksa

**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 January 14, 2020 as prepared and distributed**  
Motion by to Proksa approve the minutes, second by Dunn. No discussion. Motion carried 5-0.

**Discussion/Recommendation regarding estimates for City Hall Fire Alarm Panel Replacement Project**

Building Maintenance Supervisor Tom DeBaere addressed the committee regarding the need to replace the current fire alarm panel. This panel is currently 21 years old. He provided three quotes from Cintas, Johnson-Controls, and Southern Lake Alarm. DeBaere noted that Johnson-Controls would have proprietary control over the panel which means we would have to use them for maintenance. They also have been very expensive to use in the past.

Motion by Howell to award the bid to Cintas in an amount not to exceed \$ 13,915.87, second by Hedlund. DPW Director Earle stated the City does currently use this company for the Riviera and the City fire extinguishers. DeBaere stated that this project may take upwards to a month, but this work desperately needs to be complete. Motion carried 5-0.

**Director of Public Works Report**

DPW Director Tom Earle stated that during Winterfest he had staff on a 24 hour rotation from Wednesday through Sunday. There was only one issue with a bathroom being unlocked that did not have water, but that issue will be addressed at the post event meeting with the departments.

Earle stated that he was contacted by Walworth County due to the salt shortage and indicated that he would like to see the salt shed addition in the borrowing for 2021. He said that we currently have 250 tons in the shed and 50 tons left at the County. If the County runs out then the City will have to lay a salt/sand mixture which will cost the City more money as the City has to pay to dump the discarded sand.

Earle then gave his presentation regarding his department's processes and procedures for Snow Removal. He would like to see work done to work with the BID to inform the downtown businesses owners to use private lots versus on street parking. He would also like to see effort to reinforce the current ordinance that allows for a declaration for a snow emergency.

**Discussion/Recommendation regarding 2020-2025 Street Improvement Capital Improvement Project by Kapur**

City Engineer Greg Governatori outlined the 2020-2025 Street Improvement Capital Project and the amendments that were offered at the last meeting. He outlined that part of that project would include the possible inclusion of sharrows on Sage Street as the street is too narrow for a dedicated bike lane. Governatori stated that he would like to see the introduction of sharrows in phases to allow for public acclimation. He then reviewed the streets that are slated for the 2020 Street Improvement Project. Governatori stated that the Geneva Lake Manor subdivision has been added as its only stand-alone project for 2025 to be completed with the Utility Commission. Flower mentioned that there was discussion at the Joint Plan Commission and Council meeting regarding the expansion of sidewalks in various areas, especially near the Riviera. Earle stated that he does have that work in the borrowing.

Motion by Dunn to allow Charlene Klein to address the committee, second by Howell. Motion carried 5-0.

Klein stated that there has been complaints about Snake Road.

Motion by Flower to move forward with the 2020 plan as presented and schedule the plan for 2021 for discussion, second by Hedlund. Motion carried 5-0.

Discussion/Recommendation regarding alternatives for Bike Path located behind Lake Geneva YMCA

Greg Governatori reviewed the plan for the bike path alternatives near the Lake Geneva YMCA. He recommended that the current path be abandoned and that the path follow Darwin Street to Curtis Street. Earle stated that he is concerned with who will be responsible to maintain the path and would suggest that the ordinance be reviewed to make that responsibility clear. Governatori noted that the existing path wasn't all in poor condition and that there may be areas that just need to be patched. No action; continue to next month.

Discussion/Recommendation regarding Neighborhood Identification Street Signs

DPW Director Earle reviewed the different types of neighborhood identification street signs and where they may be placed. Flower would like to see this discussed at the March Committee of the Whole. No action taken.

Discussion/Recommendation regarding purchase of Turf Sweeper as part of the 2020 Equipment Replacement

Earle stated that he received three other manufacturers to find a replacement and that the only vendor that could offer anything comparable is a Sweep Star 48 H.

Motion by Hedlund to approve the purchase of the Turf Sweeper from Burris Equipment in an amount no to exceed \$24,932.44, second by Proksa. Motion carried 5-0.

Discussion/Recommendation regarding re-purpose of Public Works Vac-All Truck

Earle explained that he would like to repurpose the vac-all truck and turn it into a tandem truck. He would to part out the vac-all, sale the parts, and spend around \$10,000 to purchase a new box to place on the existing cab and chassis.

Motion by Flower to approve the re-purpose with the funds coming from the Equipment Replacement fund, second by Howell.

Discussion/Recommendation regarding declaration of equipment surplus for auction of the following items:

- a. Forklift
- b. Vac-All
- c. IH plow #22
- d. Toro stander mower (2)
- e. JD 2055 tractor
- f. JD 850 tractor
- g. Misc office products from City Hall
- h. Toro turf sweeper

Proksa left the meeting at 6:33 p.m.

Motion by Flower to declare the aforementioned items as surplus, second by Hedlund. Motion carried 4-0.

Proksa joined the meeting at 6:34 p.m.

Discussion/Recommendation regarding placement of surplus auction proceeds into the Equipment Replacement Fund

Motion by Flower to approve, second by Proksa. No discussion. Motion carried 5-0.

Discussion/Update regarding Bloomfield Rd Traffic Signals

Mayor Hartz stated that there will be a meeting to discuss this with Bloomfield and to discuss the shared use agreement. No action taken.

Discussion regarding Town of Lyons and Town of Bloomfield owned property within City Limits

Earle stated that he wanted the committee to be aware of the number of township owned parcels within the City limits. No action taken.

Future Agenda Items

-Parking Shuttle

-Plowing of Bike/Multi-Use Paths

- 2021 Street Project
- Home Depot Agreement
- Native Plantings Presentation
- Residential Snow Removal on Sidewalks
- Leaf Mulch Disposal/Repurposing

Adjourn

Motion by Howell to adjourn the meeting, second by Flower. Motion carried 5-0. The meeting adjourned at 7:02 p.m.

City of Lake Geneva, WI  
Monday, September 9, 2019

## Chapter 62. Streets, Sidewalks and Other Public Places

### Article IV. SIDEWALKS

#### Sec. 62-96. Construction and repair.

[Code 1992, § 8.11; Ord. No. 95-18, § 8.11, 9-11-1995]

- (a) Regulated. No person, whether owner, builder or contractor, shall build any new sidewalk or rebuild, repair or renew or cause to be rebuilt, repaired or renewed any existing sidewalk contrary to the provisions of this section.
- (b) State law adopted. In addition to the provisions of this section, W.S.A., §§ 66.615 and 66.616, and Americans With Disabilities Act Accessibility Guidelines (ADAAG) 14.0, public rights-of-way, relating to the construction and repair of sidewalks and curb ramps, so far as applicable to the City, is adopted by reference.
- (c) Sidewalk requirements. The City Council may, from time to time, require that sidewalks be laid, and this requirement may vary from street to street as conditions and circumstances require, and may order by resolution sidewalks to be laid in the manner provided in this article. Unless otherwise ordered by the Council, the width of all sidewalks shall not be narrower than those now constructed or laid, except as otherwise provided in the construction manual as provided herein.
- (d) Permit required. No person shall build any sidewalk within the City without first obtaining a permit from the City. Application for such permit shall be to the Department of Public Works on a form provided by the City and shall contain a full statement of the materials to be used in construction and the width thereof and shall also request the line and grade for the construction of such walk be furnished by the City.
- (e) Sidewalk standards. All sidewalks shall be constructed to standard specifications established by the City and as stated in the State of Wisconsin Standard Specifications for Road and Bridge Construction, plus Supplemental Specifications, Section 602. Unless otherwise permitted, sidewalks shall be not less than four feet in width and constructed of concrete not less than four inches thick except where crossing a driveway, where a six-inch minimum thickness is required. Cross slopes on sidewalks shall, in general, be 2%, or as allowed by ADAAG.
- (f) Protection to the public. The public shall be afforded protection during construction or repair of sidewalks as follows:
  - 1. City may repair. Any sidewalk which is unsafe, defective or insufficient shall be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by this section, and the City Council may by resolution, order such sidewalk so repaired or removed and replaced.
  - 2. Procedure where City makes repairs. The City shall make repairs as follows:
    - a. Notice. A copy of the resolution or order directing such laying, removal, replacement or repair shall be served upon the owner of each lot or parcel of land in front of which such

work shall have been ordered by the City after personally delivering the resolution or order to the owners or his agent or, if such owner or agent cannot be found, by publishing the resolution or order in the official newspaper.

- b. Failure to obey notice. Whenever any such owner shall neglect, for 20 days after such service, to lay, remove, replace or repair any such sidewalk, the City may cause such work to be done at the expense of such owner. All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder unless otherwise provided by the Council pursuant to W.S.A., § 62.15(1).
- c. Costs assessed. The City shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land whether the work is done by contract or otherwise, and shall annually prepare a statement of the expense so incurred in front of each lot or parcel of land, the expense to be on file with the City Clerk. The amount therein charged to each lot or parcel of land shall be entered by the Clerk on the tax roll as a special tax against the lot or parcel of land, and the amount shall be collected in all respects as other taxes upon real estate.

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## TASK ORDER NUMBER #21 CIVIL ENGINEERING SERVICES

This task order is made as of March 10, 2020 under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Lake Geneva** (Owner) and **Kapur & Associates, Inc.** (Engineer). This Task Order is made for the following purpose:

Provide civil engineering services for the design and specification preparation, bidding and construction management for the 2021 Lake Geneva Street Program.

The City is proposing a resurfacing of Edwards Boulevard from Main Street to Sheridan Springs Road. The street is approximately 1.0-miles long and was last repaired in 2010. The roadway currently has an asphalt pedestrian path on the east side, and portions of sidewalk on the west, the pavement is in fair condition (pavement rating 6) and has a daily traffic of over 7000 vehicles. The city would like to resurface the roadway and pedestrian path, as well as improve safety at the intersection to Main street with median improvements. In addition to this work the Home Depot Park pedestrian path will be resurfaced.

This project includes the asphalt resurfacing of:

Streets:	Edwards Boulevard	Main Street to Sheridan Springs
Alleys:	Alley Reconstruction Alley Reconstruction	Sage to Crawford/Haskins to Walworth Crawford to Waverly/ Haskins to Walworth
Pedestrian Paths:	Home Depot Path Edwards Boulevard Path	Within Home Depot Park Main Street to Sheridan Springs

In addition to the above paving work the proposed task order includes

- Survey and Design for accessible ramps throughout the project limits to meet Federal Requirements for handicap accessibility.
- Storm sewer investigation will be completed on all streets and alleys within the project limits with repairs being completed as necessary.
- Sidewalk repairs, curb & gutter repairs, asphalt patches and additional utility improvements will be coordinated within the roadway improvement limits.
- Median improvements to the Edwards Boulevard north intersection with Main Street.
- Prepare plans for Pedestrian accommodations (sharrows) on Madison Street.





## Section A. – Scope of Services

Engineer shall perform the following Services:

1. Provide topographic survey and mapping, field reviews and plan preparation for the reconstruction of two alleys.
2. Provide topographic survey and mapping, field reviews and plan preparation for the resurfacing of the pedestrian path on Edwards Boulevards as well as the Home Depot Park.
3. Provide topographic survey and mapping, field reviews and plan preparation for the reconstruction of all accessible ramps within the project limits. All ramps will be designed to meet Federal Accessible standards to the maximum extent practicable. Specific engineering detail for accessible ramp replacements will be provided.
4. If Applicable: Coordinate with the Wisconsin DOT for plans, advertising requirements and information regarding the MLS program. MLS funding has been applied for as part of the project and if selected will be part of the scope.
5. Plans will include location and detail of pavement and base removals, new asphaltic paving, sidewalk repairs and curb and gutter replacement. Utility improvement plans will be prepared for storm sewer replacement as needed. It is anticipated that a traffic control plan will be prepared for this work. As required by federal law accessible ramps will be review and replaced as needed to meet minimum standards for access.
6. Provide a engineering drawing to present the streets to be improved, limits of the resurfacing and type of resurfacing to be completed. Streets as listed above will be provided on the exhibit.
7. Provide construction cost estimate for all streets, sidewalk and utility improvements.
8. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.
9. Provide a summary table to present a breakdown of quantities by street segment as information to bidder. Information may include but not limited to the length, width, square yardage of repair, number of manholes, number of inlets, type of asphalt and length of curb replacement (if necessary).
10. Provide details as needed to complete work.





11. Prepare and provide Project Manual including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder's Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
12. Prepare for and attend the bid opening
13. Review project bids make recommendation for award, and coordinate notice of award, agreement, and notice to proceed documentation.
14. Attend meetings as required and provide update memos to the Department of Public Works.

#### **Construction Management Activities**

15. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
16. Provide construction survey staking for necessary items within the construction contract. This survey provides for a "one time" staking for a particular item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
17. Coordinate and complete necessary material testing services for work completed.
18. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. Complete final close out documentation and acceptance of improvements memorandum. **(This task is completed on a monthly basis and is completed for all work approved for the prior month.)**
19. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
20. Prepare and provide project update memorandum and provide copies of the daily journal entries to City staff upon request.
21. Attend meetings as needed and coordinate with adjacent property owners and business as needed.





22. Upon project completion, all utility data and as-built information will be transferred to the City GIS system for permanent records. In addition, as-builts, and AutoCAD information will be provided for City record.

### **Section B. – Schedule**

Engineer shall perform the Scope of Services and deliver the related Documents according to the following schedule:

It is anticipated the design work under the 2021 City of Lake Geneva – Paving program will begin in summer of 2020 and be completed late fall 2020. This schedule has been provided for estimating purposes only. Engineer and construction services are estimated on the engineering and survey staff being on site as needed and completing project paperwork for a construction period of up to 12 weeks

1. Provide “Preliminary Plans” to the Department of Public Works for review and comment on or before September 25, 2020.
2. Provide “Draft” Final Plans and Specification to the Department of Public Works for review on or before October 30, 2020.
3. Final plans and project manual complete for bid on or before November 15, 2020.
4. Anticipated Bid Opening of December 3, 2020
5. Anticipated Construction to begin in April of 2021 or as asphalt plants open.

### **Section C. – Compensation**

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Eighty-Eight Thousand dollars (\$88,000.00) payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

For: City of Lake Geneva

Engineer: Kapur & Associates, Inc.





By: \_\_\_\_\_

By: Gregory L Governatori

Signature: \_\_\_\_\_

Signature: Gregory L Governatori

Title: \_\_\_\_\_

Title: Associate

Date: \_\_\_\_\_

Date: 3-10-2020



**Kapur Associates, Inc.**  
**Summary of Staff Hours and Labor Costs**  
**for the**  
**City of Lake Geneva**

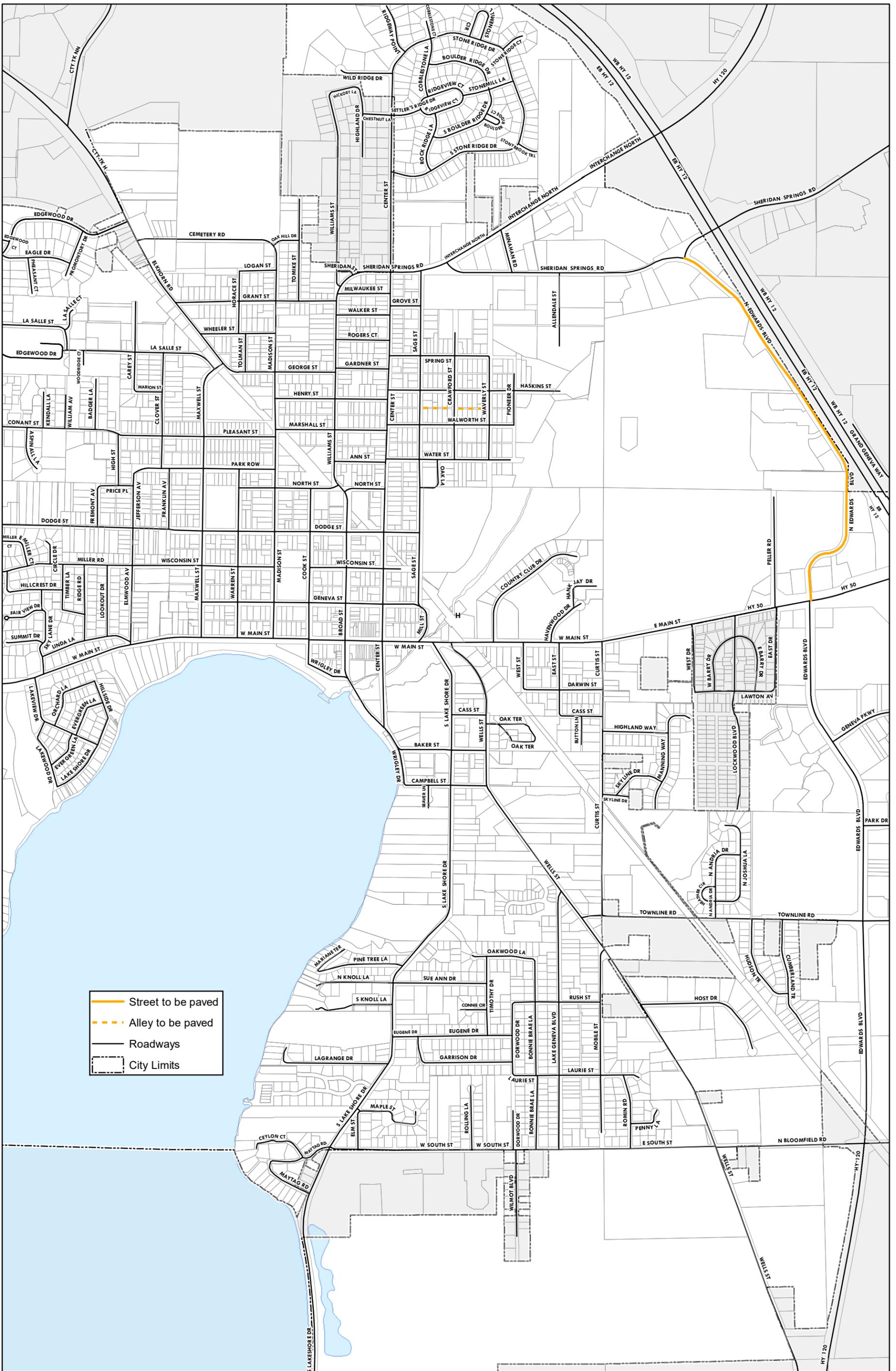
**TASK ORDER 21**

**City of Lake Geneva 2021 Street Improvement Program - Attachment A**

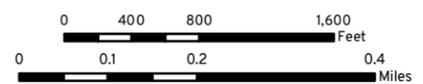
CLASSIFICATION	ACT. Code	Project Manager		Senior Project Engineer		Staff Engineer II		Senior Technician		Construction Project Engineer		Construction Staff Engineer		Surveyor		Survey Crew		Total Labor	
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Average Hourly Wage		\$153.00		\$121.00		\$87.00		\$85.00		\$105.00		\$88.00		\$105.00		\$105.00			
<b>TASK DESCRIPTION</b>		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
<b>Resurfacing Edwards</b>																			
Edwards pavement replacement, curb repairs, ADA ramp, sidewalks and pedestrian path				8		120	\$10,440.00	30	\$2,550.00			12	\$1,260.00	40	\$4,200.00	210	\$18,450.00		
Plan Preparation						40	\$3,480.00	24	\$2,040.00							64	\$5,520.00		
Quantities/Cost estimates				4	\$484.00	24	\$2,088.00									28	\$2,572.00		
Detail Preparation								16	\$1,360.00							16	\$1,360.00		
Traffic Control Plan						24	\$2,088.00									24	\$2,088.00		
Edwards Median Improvements and Design				8	\$968.00	40	\$3,480.00							8	\$840.00	56	\$5,288.00		
																Subtotal	\$35,278.00		
<b>Alley Design (Two Alleys)</b>																			
Design/Plan Preparation				8	\$968.00	80	\$6,960.00	4	\$340.00							92	\$8,268.00		
Quantities and Details				8	\$968.00	28	\$2,436.00									36	\$3,404.00		
Survey and Mapping								12	\$1,020.00					16	\$1,680.00	28	\$2,700.00		
																Subtotal	\$14,372.00		
<b>Pedestrian Path (Home Depot Basin)</b>																			
Design/Plan Preparation				8	\$968.00	24	\$2,088.00	4	\$340.00							36	\$3,396.00		
Quantities and Details				4	\$484.00	8	\$696.00									12	\$1,180.00		
Survey and Mapping								8	\$680.00					8	\$840.00	16	\$1,520.00		
																Subtotal	\$6,096.00		
<b>Project Manual/Administration</b>																			
Administration		8	\$1,224.00													8	\$1,224.00		
Advertisement/Project Manual				16	\$1,936.00	16	\$1,392.00									32	\$3,328.00		
Attend Bid Opening		2	\$306.00	4	\$484.00											6	\$790.00		
Post Bid Opening Activities				6	\$726.00	4	\$348.00									10	\$1,074.00		
Meetings as Required		8	\$1,224.00	4	\$484.00	4	\$348.00									16	\$2,056.00		
																Subtotal	\$8,472.00		
<b>Construction Administration</b>																			
Resurfacing Edwards, Pedestrian Path, ADA Ramps, curb repairs				4	\$484.00					40	\$3,520.00	120	\$10,560.00			164	\$14,564.00		
Alley				8	\$968.00					16	\$1,408.00	56	\$4,928.00			80	\$7,304.00		
Construction Administration		8	\$1,224.00							8	\$704.00					16	\$1,928.00		
																Subtotal	\$23,796.00		
<b>TOTALS</b>		<b>26</b>	<b>\$ 3,978.00</b>	<b>90</b>	<b>\$ 9,922.00</b>	<b>412</b>	<b>\$ 35,844.00</b>	<b>98</b>	<b>8330</b>	<b>64</b>	<b>\$ 5,632.00</b>	<b>176</b>	<b>\$ 15,488.00</b>	<b>12</b>	<b>\$1,260.00</b>	<b>72</b>	<b>\$ 7,560.00</b>	<b>950</b>	<b>\$88,014</b>

<b>Expenses:</b>	
<b>Project Total:</b>	<b>\$88,014</b>

Summary of Expenses	Units	Cost	Total
Estimated Expenses			
Concrete Testing			
Utility Permit			
<b>Totals</b>			



**City of Lake Geneva**  
2021 Paving Plan



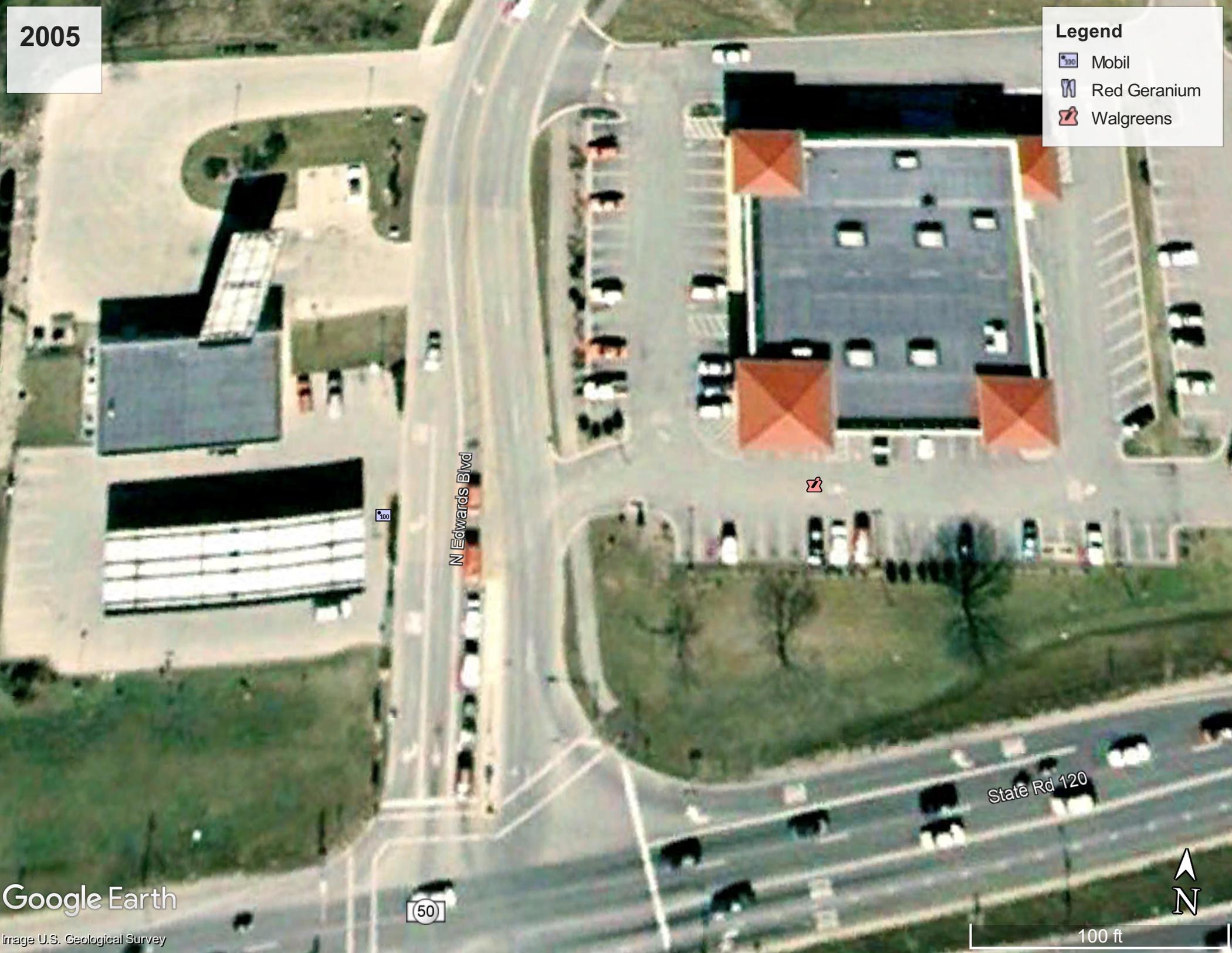
Date: 2/4/2020



2005

**Legend**

-  Mobil
-  Red Geranium
-  Walgreens



N Edwards Blvd

100

50

State Rd 120

100 ft



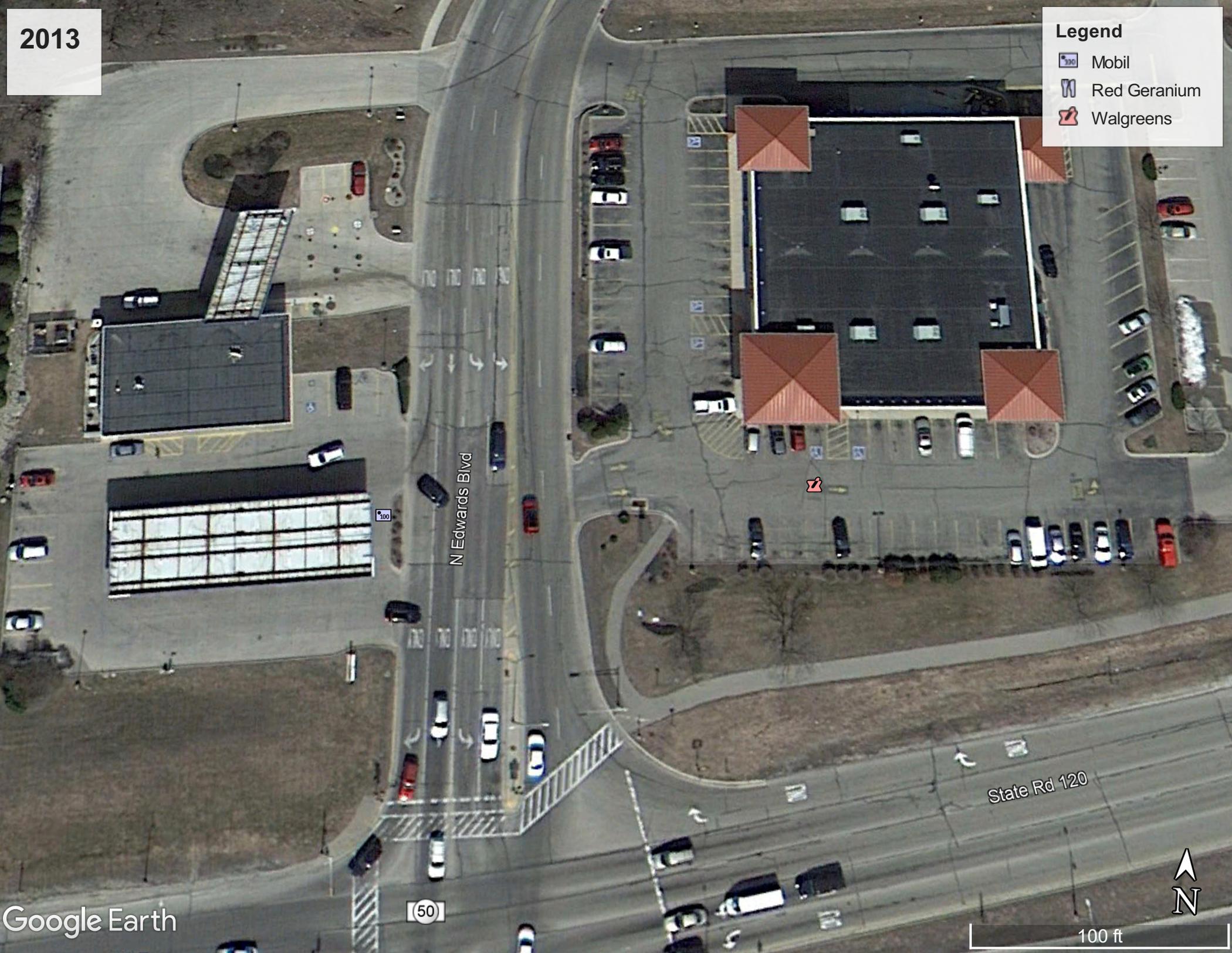
Google Earth

Image U.S. Geological Survey

2013

Legend

-  Mobil
-  Red Geranium
-  Walgreens



N Edwards Blvd

State Rd 120

50

100

100 ft



## ORDINANCE OF THE COMMON COUNCIL

An ordinance amending subsections (a) and (b) of Section 62-223, Removal; Sidewalks to be Kept Clear, Snow and Ice of Article VII, Streets, Sidewalks and Other Public Places Chapter 62, of the Municipal Code of the City of Lake Geneva, Relating to snow removal

Committee	N/A		
Fiscal Impact:	N/A		
File Number:	19-11	First Reading:	July 22, 2019
		Second Reading:	August 12, 2019

The City of Lake Geneva Common Council does ordain as follows:

- (a) The owner or occupant of ~~each~~ any parcel or lot ~~not located in the Central Business District~~ part of lot shall remove all snow and ice which may have fallen or accumulated upon the entire width of the sidewalk in front of or abutting to the premises which the property owner he owns or occupies not later than 24 hours, ~~and no later than 12 hours in the Central Business district~~, after the snow and ice has ceased to fall or accumulate. The owner or occupant of property in the Central Business District shall remove all snow and ice which may have fallen or accumulated upon the entire width of the sidewalk in front of or abutting to the premises which he owns or occupies no later than 12 hours after snow and ice has ceased to fall or accumulate. The owner or occupant of property abutting sidewalks on two intersecting streets shall remove all snow and ice from the sidewalks of both streets, including the portion of the sidewalks bordering the crosswalk, including the entire width of the curb ramp to the gutter line, at all times providing a clear path of travel from the curb ramp to the street crosswalk. Provided that when ~~In the event snow and~~ ice has so formed upon any sidewalk that it cannot be removed, the owner or occupant shall keep the snow and ice effectively treated with sand, salt or other suitable substance in such manner as to prevent the ice from being dangerous, until such time as it can be removed, and then it shall be promptly removed. Any person violating any of the provisions of this section shall be subject to a forfeiture of not less than \$20 nor more than \$30 for a first offense and not less than \$30 nor more than \$50 for any subsequent offense. Each twenty-four-hour period any violation of this section continues shall cause a separate offense.
- (b) The Department of Public Works or Code Enforcement office may cause sidewalks which have not been cleared of snow and ice to be cleared upon default of the person whose duty it shall be to clear the sidewalks. Such removal may be by City employees or independent contractors, or both. The City shall keep an accurate account of the expenses and report the expenses to the Finance Director/Treasurer, who shall annually prepare a statement of the unpaid expense so incurred in front of each lot or parcel of land and report the unpaid expense to the City Clerk. The amount therein charged to each lot or parcel of land shall be, by such Clerk, entered in the tax roll as a special ~~tax-~~ charge against such lot or parcel of land, and such special ~~tax~~ charge shall be collected in all respects like other taxes upon real estate. Prosecution under Subsection (a) of this section shall not bar the City from proceeding under this subsection, nor shall proceeding under this subsection bar prosecution under Subsection (a) of this section.

This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and publication/posting as required by law.

Approved by the City of Lake Geneva Common Council on this 12<sup>th</sup> August, 2019.

Council Action:  Adopted       Failed Vote 8-0

Mayoral Action:  Accept       Veto

Thomas Hartz      August 13, 2019  
Thomas Hartz, Mayor      Date

Attest:

Lana Kropf      August 12, 2019  
Lana Kropf, City Clerk      Date





Geneva St

Warning  
Downed Power Lines  
Stay Clear















Associated Bank  
Drive-up ATM

728

Associated Bank  
ATM  
Drive-Up ATM  
Lobby



728  
 **Associated Bank**  
Drive-up ATM

2341











SOUTH ST

N. BLOOMFIELD RD

2394



25



(262) 248-1644

GENEVA  
MEADOWS















UTILITY  
Pole  
No  
Work  
Permitted  
Without  
Notice

WARNING

Hydrant  
Work  
In Progress  
Please  
Use  
Caution





**LAKESIDE INTERNATIONAL LLC**  
 11000 W. SILVER SPRING RD.  
 MILWAUKEE, WI 53225  
 (414) 353-4800  
 FAX (414) 353-4847



**LAKESIDE**  
 INTERNATIONAL TRUCKS

CUST: J00794

SOLD TO CITY OF LAKE GENEVA  
 626 GENEVA STREET  
 ADDRESS LAKE GENEVA, WI 53147  
 (H) (262)248-3673 (W) (262)248-3673

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2020	INTERNATIONAL	HV507	NEW	3HAEDTARXLL424300
SALESMAN MCNAMARA, PATRICK			COLOR	ORANGE

DESCRIPTION	PRICE
CHASSIS = 102,808.00	
MONROE TRK EQUIP = 71,304.00	

USED TRUCK TRADED				
YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.	

BODY COLOR

DATE	INVOICE NO.	STOCK NO.	
01/23/2020	12935	9718X	
SALESMAN NUMBER 1236			
DESCRIPTION	COST	ACCT NO.	SALE
HV507			173817 50
9718X			
LOT			
9718X			
WARRANTY			
MV11 FEES			169 50
FET AMOUNT			
DOC FEE			125 00
SALES TAX			
COUNTY TAX			
STADIUM TAX			
SUBTOTAL			174112 00
DEPOSIT			
USED TRUCK ALLOWANCE			
USED TRUCK PAYOFF			
TOTAL BALANCE DUE			174112 00

*Thank You For*  
 1236  
*Your Business*  
 1236

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The Reynolds and Reynolds Company CC670610 Q (8/18)

**City of Lake Geneva, Wisconsin**  
**Capital Improvement Program**  
**2020 thru 2024**

**PROJECTS BY DEPARTMENT - EQUIPMENT REPLACEMENT (FUND 50)**

*FUNDED BY TAX LEVY AND FUND BALANCE RESERVES IN EQUIPMENT REPLACEMENT ACCOUNT*

Department	2020	2021	2022	2023	2024	TOTAL
<b>City Hall and Administration</b>						
Stanley door security system	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Fire alarm panel - City Hall/PD	25,000					25,000
Copiers (2) - City Hall & Municipal Court			10,000			10,000
Telephone system - city wide			70,000			70,000
Boilers (4)			65,000			65,000
Subtotal	50,000	-	145,000	-	-	195,000
<b>Cemetery</b>						
Zero turn mower - Cemetery	12,000					12,000
Lawn tractor mower - Cemetery	11,000					11,000
Xtreme leaf vacuum - Cemetery			12,000			12,000
4 x 4 1 ton dump truck with box and plow - Cemetery			60,000			60,000
Subtotal	23,000	-	72,000	-	-	95,000
<b>Emergency Government</b>						
Siren - #6		30,000				30,000
Siren - #5					30,000	30,000
Subtotal	-	30,000	-	-	30,000	60,000
<b>Department of Public Works</b>						
Toro turf sweeper 4800		30,000				30,000
Snow plow replacement - Ward 3 - original 1996 model	171,000					
Chevy van 1500		40,000				40,000
5-Yard International		190,000				190,000
Snow Bully #34 for loader			12,000			12,000
Pelican vacuum street sweeper				200,000		200,000
IHC garbage truck 4900				120,000		120,000
Bobcat Skid steer S 205					125,000	125,000
1-Ton Ford F 550					70,000	70,000
5-Yard International					195,000	195,000
IHC garbage truck 4900					120,000	120,000
John Deere turbo mower rider #37					65,000	65,000
Subtotal	171,000	260,000	12,000	320,000	575,000	1,167,000
<b>Fire Department</b>						
Turnout gear - (10) sets per year	34,230	35,942	37,739	39,626	41,607	189,144
Thermal imaging cameras (4)	34,000					34,000
Air Boat	125,968					125,968
Communications equipment	33,220					33,220
Vehicle 212-Mobile Command Unit - shared with police		124,964	124,964			249,928
Engine #2 replacement		750,000				750,000
Engine #2 equipment replacement		47,100				47,100
Rescue struts (2)		17,900				17,900
Engine #1 replacement				750,000		750,000
SCBA air packs (32)			115,616			115,616
SCBA bottles (64)			40,064			40,064
SCBA masks (50)			35,000			35,000
Washer/Extractor					11,000	11,000
Subtotal	227,418	975,906	353,383	789,626	52,607	2,398,940

**City of Lake Geneva, Wisconsin**  
**Capital Improvement Program**  
**2020 thru 2024**

**PROJECTS BY DEPARTMENT - EQUIPMENT REPLACEMENT (FUND 50)**

*FUNDED BY TAX LEVY AND FUND BALANCE RESERVES IN EQUIPMENT REPLACEMENT ACCOUNT*

Department	2020	2021	2022	2023	2024	TOTAL
<b>Police Department</b>						
Vehicle 200-2009 Ford Explorer			41,400			41,400
Vehicle 201-2018 Ford Explorer					41,400	41,400
Vehicle 202-2013 Ford Interceptor Sedan/Utility		41,400				41,400
Vehicle 203-2015 Ford Interceptor Sedan/Utility	49,900			41,400		91,300
Vehicle 204-2019 Ford Interceptor Utility		49,900		41,400		91,300
Vehicle 205-2018 Ford Interceptor Utility	49,900		41,400		41,400	132,700
Vehicle 206-2018 Ford Interceptor Utility		49,900				49,900
Vehicle 207-2015 Ford Expedition			49,900			49,900
Vehicle 208-2002 Ford Excursion						-
Vehicle 209-2019 Ford Interceptor Sedan					49,900	49,900
Vehicle 210-2017 Ford Interceptor Utility						-
Vehicle 211-2014 Ford Pickup truck						-
Vehicle 212-Mobile Command Unit - shared with fire		124,964	124,964			249,928
Vehicle 213-202 Honda ATV		10,000				10,000
800 repeater system		48,900				48,900
911 phone line upgrade	20,500					20,500
Access control system	10,000					10,000
Digital fingerprint system					25,000	25,000
Tactical frequency repeater		10,300				10,300
Subtotal	130,300	335,364	257,664	82,800	157,700	963,828
<b>TOTALS</b>	<b>\$ 601,718</b>	<b>\$ 1,601,270</b>	<b>\$ 840,047</b>	<b>\$ 1,192,426</b>	<b>\$ 815,307</b>	<b>\$ 4,879,768</b>

**CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES**  
**MONDAY, DECEMBER 23, 2019 6:00 P.M.**  
**LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)**

**Members:** Mayor Tom Hartz, Council President, John Halverson, Council Vice President, Cindy Flower, Alderpersons: Selena Proksa, Doug Skates, Tim Dunn, Ken Howell, Shari Straube, and Rich Hedlund

Mayor Hartz called the meeting to order at 6:00 p.m.

Aldersperson Straube led the Council in the Pledge of Allegiance.

**Roll Call**

**Present:** Halverson, Proksa, Skates, Dunn, Howell, Straube, and Heldund

**Absent:** Flower

**Awards, Presentations, Proclamations, and Announcements**

Mayor Hartz noted that the Candidacy Paperwork for Spring Election 2020 is available at City Hall and online. The deadline to turn in that paperwork is January 7, 2020.

**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**

Hank Sibbing; Spoke in opposition of the use of Donian Park for the Knockerball activity.

Spyro Condos; 1760 Hillcrest Dr; Spoke in opposition of the use of Donian Park for the Knockerball activity.

Mary Jo Fesenmaier; 1085 S Lake Shore Dr; Spoke in opposition of the Common Council convening into Closed Session in regards to the Geneva Lake Law Enforcement Agency.

Ann Esarco; 1051 Mobile St; Spoke in opposition of the use of Donian Park for the Knockerball activity.

**Acknowledgement of Correspondence**

None

**Approve Regular City Council Meeting minutes of December 9, 2019, as prepared and distributed**

Motion by Skates to approve, second by Proksa. No discussion. Motion carried 7-0.

**CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on December 17, 2019.* Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

Straube requested that the Public Assembly Permit for Knockerball Southern Lake be removed from the consent agenda.

**-2019-2021 Original & Renewal Operator License applications filed by various applicants as listed in packet**

**-Tier I Event Permit Application filed by J3 Events Inc for the event of “Wine Run 5K” to occur on Sheridan Springs Rd and Edwards Blvd on June 7, 2020 from 9:00 a.m. to 10:00 a.m.- Event to end at Studio Winery, 401 E Sheridan Springs Rd**

Motion by Howell to approve the consent agenda, second by Skates. No discussion. Motion carried 7-0.

Mayor Hartz noted that there is not an item on the agenda to discuss items removed from the consent agenda and that the Council will have to consider at the next meeting.

**Discussion/Action regarding satisfying or subordinating the mortgage secured by a developer's agreement with the Lake Geneva Economic Development Corporation for property at 323 Broad Street**

Motion by Hedlund to approve subordinating the mortgage secured by a developer's agreement with the Lake Geneva Economic Development Corporation for property at 323 Broad Street, second by Proksa.

City Attorney Draper noted that the Lake Geneva Economic Development had been given a grant to purchase the Traver Hotel property to raze the building and renovate the property. This mortgage needs to be subordinated so that financing for development can be obtained. Motion carried on a roll call vote 7-0.

**Recommendation of the Finance, Licensing, and Regulation Committee of December 17, 2019- Ald Howell**

Discussion/Action regarding draft policy regarding centralized retention location of various personnel records

Motion by Howell to approve, second by Hedlund. Howell noted that this will require departments to store personnel records in the Human Resources Department of City Hall. Proksa noted that this is to be in place by March 1, 2020.

Motion carried 7-0.

Discussion/Action regarding an amendment to the City of Lake Geneva Employee Handbook relating to the payment of holiday pay to part-time employees

Motion by Howell to approve, second by Proksa. Proksa stated that this was a request made by the Chief of Police to incentivize part-time staff to work holidays. This would apply to all part-time staff. Motion carried on a roll call vote 7-0.

Discussion/Action regarding approving the letter of intent to purchase a 2020 HV507 SFA Plow Truck with additional Dual Air Bag Kit with Automatic Control from Lakeside International in an amount not to exceed \$174,112.00

Motion by Howell to approve, second by Halverson. Howell stated that this is approved in the 2020 budget, however by approving the intent the purchase in 2019 the City could save approximately 7%. Motion carried on a roll call vote 7-0.

Discussion/Action regarding Pay Request #3 to Payne & Dolan Inc for the 2019 Street Improvement Project in an amount not to exceed \$16,989.36

Motion by Howell to approve, second by Halverson. No discussion. Motion carried on a roll call vote 7-0.

Discussion/Action regarding Pay Request #4 (final) to Willkomm Excavating & Grading, Inc for the 2018 Main Street Reconstruction Project in an amount not to exceed \$965.68

Motion by Howell to approve, second by Hedlund. Howell stated that this request is the final payment for the remaining retainage; the retainage was held for landscape work to be completed. Motion carried on a roll call vote 7-0.

Discussion/ Acceptance of December 17, 2019 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to accept, second by Hedlund. No discussion. Motion carried 7-0.

**Recommendation of the Plan Commission of December 16, 2019- Ald Skates**

Discussion/Action regarding a request on Extraterritorial Platting (ETP) land division application for a Certified Survey Map (CSM) submitted by Martin Arenson, 23442 N. Wildwood Ln. Deerfield, IL 60015. Located at W3549 Longwood Dr., Lake Geneva, in the Town of Geneva, the request is to consolidate 4 existing lots into a single lot CSM for Tax Key Nos. JA478700001, JA478700002, JA478700003 & JA478700004

Motion by Skates to approve, second by Proksa. Skates stated that this is the combination of four lots into one parcel. Mayor Hartz added that the signature block on the map needs to be corrected as well. Motion carried 7-0.

Discussion/Action regarding **Resolution 19-R77** authorizing the issuance of a Conditional Use Permit (CUP) filed by Nicholas Pinnt 1155 LaSalle St. Lake Geneva, for a request to utilize a portion of the building for an Indoor Commercial Entertainment exercise facility in the property located at 901 Maxwell St. located in the Planned Development (PD) zoning district. Tax Key No. ZCL200015

Motion by Skates to approve, second by Halverson.

Motion by Skates to suspend the rules to allow the applicant to speak, second by Proksa. Motion carried 7-0.

Nicholas Pinnt addressed the Council regarding his request. He stated that they are taking over the office space in Trostel to provide a gym facility to the public with special provisions for Veterans. Motion carried 7-0.

Discussion/Action regarding **Resolution 19-R78** authorizing the issuance of a “Limited” Conditional Use Permit (CUP) filed by Samantha Strenger, 615 Center St. Lake Geneva for a request to utilize the property as a Commercial Indoor Lodging land use for the property located at 715 Williams St. located in the General Business (GB) zoning district. Tax Key No. ZF00042

Motion by Skates to approve, second by Proksa. Skates stated that Ms. Strenger runs several of these without issue and the property is zoned properly for this use. Motion carried 7-0.

Discussion/Action regarding **Resolution 19-R79** authorizing the issuance of a “Limited” Conditional Use Permit (CUP) filed by Robert and Judy Jurewicz, 1201 Townline Rd. Lake Geneva for a request to utilize the property as an Indoor Maintenance Service Facility land use for the property located at 1201 Townline Rd. located in the Rural Holding (RH) zoning district. Tax Key No. ZA19740001

Motion by Skates to approve, second by Hedlund. Skates stated that there has been a lot of clean up and a major transformation in that area. Motion carried 7-0.

Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(e) for the purposes of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified business whenever competitive or bargaining reasons require a closed session regarding: **1) Police Union Contract Negotiations and 2) Agreement with the Geneva Lake Law Enforcement Agency**

Motion by Hedlund to convene the Council into Closed Session and to include all City Staff, second by Skates. Motion carried on a roll call vote 7-0. The Council convened into Closed Session at 6:48 p.m.

Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session

Motion by Howell to reconvene the Council into Open Session, second by Hedlund. Motion carried on a roll call vote 7-0. The Council reconvened into open session at 7:19 p.m.

Items discussed in Closed Session:

**1) Police Union Contract Negotiations**

Motion by Hedlund to direct staff to proceed as discussed in Closed Session, second by Skates. Motion carried 7-0.

**2) Agreement with the Geneva Lake Law Enforcement Agency**

Motion by Skates to direct staff to proceed as discussed in Closed Session, second by Hedlund. Motion carried 7-0.

**Adjournment**

Motion by Heldund to adjourn the meeting of the Common Council, second by Howell. Motion carried 7-0. The meeting adjourned at 7:21 p.m.



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Phone 1-800-236-0112  
5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

February 17, 2020

City of Lake Geneva  
626 Geneva St  
Lake Geneva, WI 53147

Attn. Tom Earle

Dear Tom,

TAPCO would like to thank you for your continued business. The City's current traffic signal maintenance contract will be expiring at the end of March. Enclosed you will find two copies of a renewal contract for the period of April 1<sup>st</sup>, 2020 – March 31<sup>st</sup>, 2021. If you would like to utilize our services again this year please sign both copies, keep one for your records, and return the other to TAPCO either through the mail or scanned and emailed to me at the address below. Please review the list of intersections in Exhibit A and verify there haven't been any changes since last year. If changes are necessary simply write in any changes along with your initials and the date.

Due in part to the majority of our customers completing the transition from incandescent bulbs to LED signal modules beginning this contract period we have decided to remove the loadswitch current measurements from the inspection. With LED's the current drawn from each loadswitch is minimal and there is no longer a concern for circuit overloading. If you would still like us to provide this service during the inspection let me know and we can continue doing it. We will still be measuring current load on the entire cabinet at the incoming power terminals to the cabinet.

Also, if there are any services not listed in our scope of work that you are interested in feel free to email me and we can try to accommodate your requests.

If you have any questions feel free to give me a call.

Sincerely,

TRAFFIC & PARKING  
CONTROL CO., INC.

Tim Felhofer  
Traffic Signal Service Technician  
(414) 940-0850  
[Timf@tapconet.com](mailto:Timf@tapconet.com)



Phone 1-800-236-0112  
5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

## TRAFFIC SIGNAL PREVENTIVE MAINTENANCE CONTRACT

### The "PRO-TECH" Contract

This contract is between the City of Lake Geneva, the customer and Traffic and Parking Control Company, Inc. 5100 W. Brown Deer Rd., Brown Deer, Wisconsin (TAPCO), the contractor.

This contract covers the period of time from midnight, April 1, 2020 to midnight, March 31, 2021.

The intersections covered by this contract are listed in Exhibit A, accompanying this contract.

The contractor (TAPCO) agrees to provide full preventive maintenance under the following terms and conditions;

TAPCO shall inspect the covered signalized intersection(s) and their control equipment to verify proper operation. This inspection shall take place once a year.

TAPCO shall check the following items at the covered signalized intersection(s). These checks have been developed by employing current engineering practices. These professional standards will be applied to not only the signal maintenance but signal timing and traffic operations as well.

- 1.) Verify proper operation of the Controller Unit. This shall consist of verifying that the controller is correctly programmed per the controller database records and that the controller is correctly executing its program.
- 2.) TAPCO will maintain the intersection documentation consisting of signal plan charts, cabinet blueprints and timing plan charts.
- 3.) Verify proper operation of the NEMA Conflict Monitor Unit. This shall consist of testing the NEMA Conflict Monitor on an automatic NEMA monitor test set. The test set shall be capable of testing all aspects of monitor operation for conformance with NEMA specifications.
- 4.) Check AC power feed at the control cabinet. Record measured voltage from Hot to Neutral, from Hot to Ground, and from Neutral to Ground. Record measured current flowing in the Hot and Neutral conductors.



Phone 1-800-236-0112  
5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

- 5.) Check and record inductance, series resistance and leakage resistance for each loop detector circuit at the control cabinet. Verify the proper operation associated with each detector amplifier.
- 6.) Check all terminal screws in the control cabinet for tightness.
- 7.) Verify operation of control cabinet heater and fan. Verify correct settings of their respective thermostats.
- 8.) Verify correct flash operation at the control cabinet. Also verify operation of any control switches in the control cabinet.
- 9.) Verify operation of all pedestrian pushbuttons and check for the presence and orientation of the pushbutton signs.
- 10.) Check all signal head indications for proper aiming and proper operation.
- 11.) TAPCO shall visually inspect the control cabinet, meter pedestal, pull boxes, signal poles, signal bases, and signal heads for any signs of damage or vandalism.
- 12.) TAPCO will check operation of the lighting control circuit if housed within the traffic signal cabinet and check luminaires for proper operation.
- 13.) TAPCO shall replace the control cabinet air filter element, vacuum inside the cabinet, and lubricate the cabinet door hinges and locks once per year.
- 14.) TAPCO will verify proper operation of optical preemption, and if installed, confirmation lights.
- 15.) TAPCO shall check for proper grounding of unused conductors within the traffic control cabinet.
- 16.) TAPCO will verify proper operation of vehicle detection systems to include video detection, microwave detection, and wireless sensors.
- 17.) TAPCO will provide, where necessary, firmware upgrades to video, microwave, and wireless vehicle detection systems.
- 18.) TAPCO shall supply the customer completed documentation of all preventive maintenance performed.



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5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

If loaner equipment is required to restore the intersection to proper operation until equipment is discovered to be malfunctioning, can be repaired and returned to service, that loaner equipment shall be charged for. The rental rate for loaner equipment shall not exceed 10% of list price per month pro-rated weekly. Loaner equipment is subject to availability.

The contractor (TAPCO) agrees to provide preventive maintenance under the terms of this contract during normal business hours. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Saturdays, Sundays and Holidays.

TAPCO shall invoice the customer the amount of \$1853.00 for preventive maintenance, once per year, after work is completed. The customer agrees to pay invoice within 30 days of receipt.

The contractor (TAPCO) further agrees to provide response maintenance and/or design modification maintenance, as authorized by the customer.

Response maintenance, under the terms of this contract, will be limited to "at random failures", accidents or "knockdowns" or vandalism, or acts of God such as lightning damage, flood, etc.

Design modification maintenance, under the terms of this contract, will include, but not be limited to changes in signal sequence or timings that are required or desired.

TAPCO shall provide response maintenance and/or design modification maintenance under the terms of this contract during normal business hours. The regular hourly rate for these services shall be \$115.00 per hour, portal-to-portal. Any parts required will be charged for according to the manufacturer's current price list.

Current engineering practices and professional standards shall be applied to not only the response maintenance, but to the design modification maintenance as well.

Should design modification maintenance be desired or emergency response maintenance be required outside of normal business hours, such service will be billed at time and a half the regular hourly rate or \$172.50 per hour. An hourly rate of \$230.00 per hour will be charged on Sundays and Holidays.

No additional charges will be made for the use of regular service vehicles or service equipment.

TAPCO shall supply the customer completed documentation of all response maintenance and/or design modification maintenance performed. Copies of this documentation shall be kept in a unique intersection file at TAPCO.



Phone 1-800-236-0112

5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

If loaner equipment is required to restore the intersection to proper operation until equipment is discovered to be malfunctioning, can be repaired and returned to service, that loaner equipment shall be charged for. The rental rate for loaner equipment shall not exceed 10% of list price per month pro-rated weekly. Loaner equipment is subject to availability.

TAPCO shall also invoice the customer for response maintenance and/or design modification maintenance after the work is complete. The customer agrees to pay invoice within 30 days of receipt.

Limitation of Liability-TAPCO shall have no liability with respect to its obligations under this agreement or otherwise for consequential, compensatory, exemplary, special, indirect, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of TAPCO to customer for any reason and upon any cause of action or claim in contract, tort or otherwise with respect to the services shall be limited to the amount paid to TAPCO by customer hereunder for such services. This limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, breach of warranty, negligence. Strict liability, misrepresentation, claims for failure to exercise due care in the performance of services hereunder and any other torts. Further, no cause of action which accrued more than one year prior to the filing of a suit alleging such cause of action may be asserted against TAPCO. Both parties understand and agree that the limitations and exclusions set forth herein represent the parties agreement as to the allocation of risk between the parties in connection with TAPCO's obligations under this agreement. The fees payable to TAPCO hereunder reflect, and are set in reliance upon, the allocation of risk set forth herein and the exclusion of the damages described herein and limitations of liability set forth in this agreement.

Accepted by:

Name and Title:

(TAPCO) Traffic and Parking Control Company, Inc.

By:

A handwritten signature in black ink, appearing to read "Tim Felhofer".

Name and Title: Tim Felhofer – Traffic Signal Service Technician



Phone 1-800-236-0112

5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

### Exhibit A

#### List of covered Signalized Intersections

- 1.) Main & Broad
- 2.) Main & Wells
- 3.) Main & Center
- 4.) STH 50 & Edwards Blvd.
- 5.) USH 12 & STH 50 Ramps
- 6.) Edwards Blvd. & Walmart
- 7.) Interchange North & Geneva Square
- 8.) Interchange North & Sheridan Springs Rd.
- 9.) Main & Cook



TRAFFIC & PARKING CONTROL CO., INC.

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5100 West Brown Deer Road • Brown Deer, Wisconsin 53223

February 1, 2019

City of Lake Geneva  
626 Geneva St  
Lake Geneva, WI 53147

Attn. Tom Earle

Dear Tom,

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If you have any questions feel free to give me a call.

Sincerely,

TRAFFIC & PARKING  
CONTROL CO., INC.

A handwritten signature in black ink that reads 'Tim Felhofer'.

Tim Felhofer  
Traffic Signal Service Technician  
(414) 940-0850  
[Timf@tapconet.com](mailto:Timf@tapconet.com)

Encl.



TRAFFIC & PARKING CONTROL CO., INC.

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5100 West Brown Deer Road • Brown Deer, Wisconsin 53223

## Video Detection Maintenance Option

Under this contract option for each intersection listed in Exhibit A utilizing a video detection system TAPCO will provide the following services for each video detection camera.

- 1.) Inspect camera and mounting assemblies for signs of wear or damage.
- 2.) Clean and inspect the camera lens.
- 3.) Inspect coax and power cable connections for any signs of deterioration.
- 4.) Check mounting assemblies and hardware for tightness.
- 5.) If necessary, re-aim camera to provide proper field-of-view
- 6.) Check position and, if necessary, adjust camera sun shield

This service will be provided at each video detection intersection once per year around the same time as the traffic signal preventive maintenance.

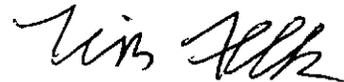
This service is offered to you at the rate of \$50.00/camera

If these services are needed more than once per year on a specific camera, at the customer's request, TAPCO agrees to provide these services at the response maintenance hourly rate specified in the Traffic Signal Preventive Maintenance Contract.

Accepted by:

Name and Title:

(TAPCO) Traffic and Parking Control Company, Inc.

By: 

Name and Title: Tim Felhofer – Signal Technician



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5100 West Brown Deer Road • Brown Deer, Wisconsin 53223

## TRAFFIC SIGNAL PREVENTIVE MAINTENANCE CONTRACT

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- 4.) Check AC power feed at the control cabinet. Record measured voltage from Hot to Neutral, from Hot to Ground, and from Neutral to Ground. Record measured current flowing in the Hot and Neutral conductors.



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- 5.) Check and record current drawn, at the control cabinet, from each loadswitch circuit by the field lamp loads.
- 6.) Check and record inductance, series resistance and leakage resistance for each loop detector circuit at the control cabinet. Verify the proper operation associated with each detector amplifier.
- 7.) Check all terminal screws in the control cabinet for tightness.
- 8.) Verify operation of control cabinet heater and fan. Verify correct settings of their respective thermostats.
- 9.) Verify correct flash operation at the control cabinet. Also verify operation of any control switches in the control cabinet.
- 10.) Verify operation of all pedestrian pushbuttons and check for the presence and orientation of the pushbutton signs.
- 11.) Check all signal head indications for proper aiming and proper operation.
- 12.) TAPCO shall visually inspect the control cabinet, meter pedestal, pull boxes, signal poles, signal bases, and signal heads for any signs of damage or vandalism.
- 13.) TAPCO will check operation of the lighting control circuit if housed within the traffic signal cabinet and check luminaires for proper operation.
- 14.) TAPCO shall replace the control cabinet air filter element, vacuum inside the cabinet, and lubricate the cabinet door hinges and locks once per year.
- 15.) TAPCO will verify proper operation of optical preemption, and if installed, confirmation lights.
- 16.) TAPCO shall check for proper grounding of unused conductors within the traffic control cabinet.



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17.) TAPCO will verify proper operation of vehicle detection systems to include video detection, microwave detection, and wireless sensors.

18.) TAPCO will provide, where necessary, firmware upgrades to video, microwave, and wireless vehicle detection systems.

19.) TAPCO shall supply the customer completed documentation of all preventive maintenance performed.

If loaner equipment is required to restore the intersection to proper operation until equipment is discovered to be malfunctioning, can be repaired and returned to service, that loaner equipment shall be charged for. The rental rate for loaner equipment shall not exceed 10% of list price per month pro-rated weekly. Loaner equipment is subject to availability.

The contractor (TAPCO) agrees to provide preventive maintenance under the terms of this contract during normal business hours. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Saturdays, Sundays and Holidays.

TAPCO shall invoice the customer the amount of \$1817.00 for preventive maintenance, once per year, after work is completed. The customer agrees to pay invoice within 30 days of receipt.

The contractor (TAPCO) further agrees to provide response maintenance and/or design modification maintenance, as authorized by the customer.

Response maintenance, under the terms of this contract, will be limited to "at random failures", accidents or "knockdowns" or vandalism, or acts of God such as lightning damage, flood, etc.

Design modification maintenance, under the terms of this contract, will include, but not be limited to changes in signal sequence or timings that are required or desired.

TAPCO shall provide response maintenance and/or design modification maintenance under the terms of this contract during normal business hours. The regular hourly rate for these services shall be \$115.00 per hour, portal-to-portal. Any parts required will be charged for according to the manufacturer's current price list.

Current engineering practices and professional standards shall be applied to not only the response maintenance, but to the design modification maintenance as well.



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Should design modification maintenance be desired or emergency response maintenance be required outside of normal business hours, such service will be billed at time and a half the regular hourly rate or \$172.50 per hour. An hourly rate of \$230.00 per hour will be charged on Sundays and Holidays.

No additional charges will be made for the use of regular service vehicles or service equipment. TAPCO shall supply the customer completed documentation of all response maintenance and/or design modification maintenance performed. Copies of this documentation shall be kept in a unique intersection file at TAPCO.

If loaner equipment is required to restore the intersection to proper operation until equipment is discovered to be malfunctioning, can be repaired and returned to service, that loaner equipment shall be charged for. The rental rate for loaner equipment shall not exceed 10% of list price per month pro-rated weekly. Loaner equipment is subject to availability.

TAPCO shall also invoice the customer for response maintenance and/or design modification maintenance after the work is complete. The customer agrees to pay invoice within 30 days of receipt.

Limitation of Liability-TAPCO shall have no liability with respect to its obligations under this agreement or otherwise for consequential, compensatory, exemplary, special, indirect, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of TAPCO to customer for any reason and upon any cause of action or claim in contract, tort or otherwise with respect to the services shall be limited to the amount paid to TAPCO by customer hereunder for such services. This limitation applies to all causes of action or claims in the aggregate, including without limitation, breach of contract, breach of warranty, negligence. Strict liability, misrepresentation, claims for failure to exercise due care in the performance of services hereunder and any other torts. Further, no cause of action which accrued more than one year prior to the filing of a suit alleging such cause of action may be asserted against TAPCO. Both parties understand and agree that the limitations and exclusions set forth herein represent the parties agreement as to the allocation of risk between the parties in connection with TAPCO's obligations under this agreement. The fees payable to TAPCO hereunder reflect, and are set in reliance upon, the allocation of risk set forth herein and the exclusion of the damages described herein and limitations of liability set forth in this agreement.



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Accepted by:

Name and Title:

(TAPCO) Traffic and Parking Control Company, Inc.

By: *Tim Felhofer*

Name and Title: Tim Felhofer - Service Technician



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## Exhibit A

### List of covered Signalized Intersections

- 1.) Main & Broad
- 2.) Main & Wells
- 3.) Main & Center
- 4.) STH 50 & Edwards Blvd.
- 5.) USH 12 & STH 50 Ramps
- 6.) Edwards Blvd. & Walmart
- 7.) Interchange North & Geneva Square
- 8.) Interchange North & Sheridan Springs Rd.
- 9.) Main & Cook



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2020

## Video Detection Maintenance Option

Under this contract option for each intersection listed in Exhibit A utilizing a video detection system TAPCO will provide the following services for each video detection camera.

- 1.) Inspect camera and mounting assemblies for signs of wear or damage.
- 2.) Clean and inspect the camera lens.
- 3.) Inspect coax and power cable connections for any signs of deterioration.
- 4.) Check mounting assemblies and hardware for tightness.
- 5.) If necessary, re-aim camera to provide proper field-of-view
- 6.) Check position and, if necessary, adjust camera sun shield

This service will be provided at each video detection intersection once per year around the same time as the traffic signal preventive maintenance.

This service is offered to you at the rate of \$50.00/camera

If these services are needed more than once per year on a specific camera, at the customer's request, TAPCO agrees to provide these services at the response maintenance hourly rate specified in the Traffic Signal Preventive Maintenance Contract.

Accepted by:

Name and Title:

(TAPCO) Traffic and Parking Control Company, Inc.

By:

Name and Title: Tim Felhofer – Traffic Signal Service Technician