



Lake Geneva Utility Commission

Municipal Water and Wastewater Services

361 W Main Street
PO Box 187
Lake Geneva, WI 53147
262-248-2311 - www.lgutilitycommission.com

Dennis Lyon-President
Josh Gajewski-Utility Director
Jeff Ecklund-Water Superintendent
Ken Bauman-Wastewater Superintendent

Utility Commission Agenda

Monday, February 16, 2026 - 4:00 PM

Lake Geneva City Hall; Council Chambers

Members:

President Dennis Lyon, Mayor Todd Krause, Alderperson Mary Jo Fesenmaier, Alderperson Brian Smith,
City Administrator Dave De Angelis, Bill Binn, James Marquardt

1. Call to Order
2. Roll Call
3. 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
4. Approval of the minutes from 01-19-2026
5. Acknowledgement of Correspondence
6. Approval of January 2026 Financials
7. Approval of January 2026 Bills
8. Director's report
9. Discussion/Action on Resolution 2026-01, amending the 2025 Water Utility and Wastewater Utility Budgets
10. Discussion/Action on Change Order Request #1 submitted by Porta-Painting, Inc. for the 2025 Concrete Floor Coating Project
11. Discussion/Action on Pay Request #1 submitted by Porta-Painting, Inc. for the 2025 Concrete Floor Coating Project
12. Discussion/Action on a Professional Services Agreement with MSA Professional Services for 2026 Sewer Lining Project engineering services
13. Discussion/Action on a Professional Services Agreement with MSA Professional Services for 2026 Lead Service Line Replacement Project engineering services
14. Discussion/Action regarding lease renewal terms proposed by Verizon for the Host Drive Tower, and possible adjournment to Closed Session pursuant to Wis. Stat. 19.85 (1) (e) for deliberating or negotiating the purchase of public properties, the investing of public funds, or inducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding negotiating lease terms with Verizon for the Host Drive Tower.

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

16. Adjournment

A quorum of the Council may be present; however, no official Council action will be taken.
Requests from persons with disabilities who need assistance to participate in this meeting should be made to the City Clerk's office in advance so that the appropriate accommodations can be made.

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Monday January 19, 2026, 4:00pm
Council Chambers, City Hall – 626 Geneva St

Call Meeting to Order – Lyon called the meeting to order at 4:00pm

Roll Call – Lyon, Krause, Fesenmaier, De Angelis, Binn & Marquardt Excused: Smith

Staff in Attendance – Gajewski & Busch

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

None

Approve Utility Commission Minutes from December 15, 2025, as prepared and distributed
Binn/De Angelis motion to approve. Passed on a voice vote 6-0.

Acknowledgement of Correspondence

None

Approval of December 2025 Financials

Krause/Binn motion to approve. Passed on a voice vote 6-0.

Approval of December 2025 Bills

De Angelis/Binn motion to approve. Passed on a voice vote 6-0.

Director's Report

Gajewski reviewed the submitted Director's report.

Discussion/Action on awarding the Center St Tower Recoating Project

Gajewski reported that an in-person bid opening for this project was held on 1/13/26 and 11 bids were received. The lowest responsible bidder was L&T Painting. Both Dixon Engineering and staff reviewed the submittals and recommend approval of the bid from L&T Painting.

Fesenmaier/Krause motion to approve the bid from L&T Painting for \$200,200 and issue the notice of award and the contract. Approved on a voice vote 6-0.

Discussion/Action on awarding the Sheridan Springs Rd/CTH H Utility Improvement Project

Matt Wathke from MSA Professional Services appeared via Zoom and Terri Meyerhofer from MSA Professional Services appeared in person to answer any questions. Gajewski reported that a virtual bid opening was held on 1/13/26 and five bids were received. Ultimate Backroads LLC were the lowest responsible bidder and after reviewing the bids, staff recommend approval of the Ultimate Backroads bid. Discussion was had regarding pedestrian access and closure of sidewalks during construction.

Binn/Fesenmaier motion to authorize the award of the Sheridan Springs/CTH H Utility Improvements project base bid and bid alternative A to Ultimate Backroads, LLC for a total bid price of \$551,220.75 and to authorize the Notice of Award and Agreement for the project. Approved on a voice vote 6-0.

Discussion/Action on amending the Professional Services Agreement with MSA Professional Services for Sheridan Springs Rd/CTH H Utility Improvement Project

Gajewski explained that the amendment to the Professional Service Agreement includes two parts. One is to update the costs for additional services rendered through the design and bidding phase and the other is for engineering, surveying and project administration services to move the project forward through

construction. Discussion was had regarding the dates shown on the agreement and also regarding when construction will take place. Work should be finished before Memorial Day.
De Angelis/Fesenmaier motion to approve. Passed on a voice vote 6-0.

Discussion/Action regarding transitioning the Utility's enterprise software system to BS&A Software

Gajewski reported that staff were in favor of this transition. The City will also be moving their enterprise software system to BS&A.

De Angelis/Binn motion to approve. Passed on a voice vote 6-0.

Adjourn

Binn/Lyon motion to adjourn at 4:15pm. Passed on a voice vote 6-0.

/s/ J Busch

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY
THE LAKE GENEVA UTILITY COMMISSION**



SENT VIA: USPS Certified Mail – Return Receipt Requested #9589071052701534913214

January 12, 2026

Lake Geneva Utility Company
Attn: Director of Public Works and Utilities
P.O Box 187
Lake Geneva, WI 53147

RE: **Notice of Termination of License Agreement (Host Water Tower)** dated on or about April 21, 2009, as the same may have been amended from time to time ("**Agreement**"), by and between Lake Geneva Utility Commission ("**Commission**") and T-Mobile Central LLC, a Delaware limited liability company ("**Company**").

Site Address: Host Street, Walworth County, Wisconsin
Site ID: ML70558B
Lease ID: 116523

To Whom It May Concern,

Pursuant to Section 21c(iv) of the above-referenced Agreement, this letter serves as written notice that Company is terminating the Agreement, effective August 31, 2026.

Company requests the return of any security deposit or other funds previously paid to you or any predecessor Commission. Company will and expects that each party will execute any further documentation reasonably requested to evidence the termination of the Agreement, including, but not limited to a release of any bonds or other form of security and release of memorandum of agreement.

If you pay additional taxes due to Company's equipment or location at the Site, please contact your local taxing authority to have your property re-evaluated, as Company is no longer responsible for any additional taxes or assessments once its equipment is removed.

Company highly values the relationship that was established with you. I would like the opportunity to contact you in the future should our network or business requirements change. Should you have any questions or need additional information, please send an email to propertymanagement@t-mobile.com referencing the Site ID and Lease ID noted above in your email subject line, and a representative of the decommission team will contact you.

Thank you for your time,

Elise Pettyjohn

Elise Pettyjohn
Sr Manager, Project Management



12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

1 / 2026

FUND 61 - WASTEWATER UTILITY

REVENUES	Current Period	YTD	2025 Budget	YTD vs Budget	YTD % of Budget 8%	Prior YTD 2025	Prior YTD 5 Year Avg.
INTEREST EARNED	0	0	266,000	-266,000	0.0%	29,458	16,365
CUSTOMER SALES	14,394	14,394	2,184,637	-2,170,243	0.7%	25,354	22,474
OTHER REVENUE	1,884	1,884	581,695	-579,811	0.3%	2,710	1,711
CAPITAL CONTRIBUTIONS	7,833	7,833	48,117	-40,284	16.3%	3,730	5,968
TOTAL REVENUES	24,112	24,112	3,080,449	-3,056,337	0.8%	61,252	46,517
EXPENSES							
TOTAL OUTSIDE SERVICES	34,870	34,870	448,350	-413,480	7.8%	9,572	12,928
TOTAL OPERATING EXPENSES	642	642	51,100	-50,458	1.3%	1,579	1,947
TOTAL INSURANCE	0	0	35,500	-35,500	0.0%	0	0
TOTAL SALARY & BENEFITS	55,750	55,750	751,438	-695,688	7.4%	55,038	50,368
TOTAL LAB SUPPLIES	10,675	10,675	28,000	-17,325	38.1%	13,204	9,604
TOTAL MISCELLANEOUS EXPENSE	77	77	575	-498	13.4%	0	1
TOTAL MAINTENANCE	4,150	4,150	656,250	-652,100	0.6%	1,846	2,013
TOTAL OPERATION & MAINTENANCE EXPENSES	106,164	106,164	1,971,213	-1,865,049	5.4%	81,239	76,861
REVENUES OVER O&M EXPENSES	-82,052	-82,052	1,109,236	-1,191,288		-19,988	-30,344
TOTAL CAPITAL OUTLAY	4,463	4,463	992,119	-987,655	0.4%	35,484	264,269
REVENUES OVER TOTAL EXPENSES	-86,516	-86,516	117,118	-203,633		-55,471	-294,613
TOTAL CASH TRANSFERS	25,942	25,942	-117,117	143,059	-22.2%	740,547	801,626
NET CHANGE IN CASH BALANCE	-112,458	-112,458	234,235	-346,692		-796,018	-1,096,239
FUND CASH AND INVESTMENT SUMMARY							
	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>				
Wastewater Utility Fund Cash	34,735	296,214	330,949				
LGIP #10 - Capital Project Fund	0	4,002,496	4,002,496				
LGIP #11 - Debt Service Fund	0	0	0				
LGIP #12 - Impact Fee Fund	0	2,132,814	2,132,814				
LGIP #13 - Equipment Replacement Fund	0	1,857,585	1,857,585				
LGIP #14 - Wastewater Operating Reserves Fund	0	258,297	258,297				
TOTAL WASTEWATER CASH AND INVESTMENT	34,735	8,547,407	8,582,142				

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

1 / 2026

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2025 Budget	YTD vs Budget	YTD % of Budget 8%	Prior YTD 2025	Prior YTD 5 Year Avg.
INTEREST EARNED	0	0	167,000	-167,000	0.0%	18,473	9,755
CUSTOMER SALES	653	653	1,905,672	-1,905,019	0.0%	974	9,722
OTHER REVENUE	72,951	72,951	1,329,722	-1,256,771	5.5%	71,404	82,811
CAPITAL CONTRIBUTIONS	5,910	5,910	31,878	-25,968	18.5%	3,380	5,170
TOTAL REVENUES	79,514	79,514	3,434,272	-3,354,758	2.3%	94,230	107,458
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	4,962	4,962	80,400	-75,438	6.2%	3,055	2,282
TOTAL SOURCE OF SUPPLY - MAINTENANCE	4,334	4,334	15,100	-10,766	28.7%	567	1,102
TOTAL PUMPING EXPENSE - OPERATION	8,742	8,742	84,700	-75,958	10.3%	747	625
TOTAL PUMPING EXPENSE - MAINTENANCE	661	661	112,600	-111,939	0.6%	783	866
TOTAL WATER TREATMENT - OPERATION	2,692	2,692	106,050	-103,358	2.5%	8,371	5,872
TOTAL WATER TREATMENT - MAINTENANCE	9,872	9,872	165,300	-155,428	6.0%	7,668	6,195
TOTAL TRANS. & DISTRIBUTION - OPERATION	5,165	5,165	108,200	-103,035	4.8%	4,818	3,321
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	4,343	4,343	321,450	-317,107	1.4%	15,630	15,547
TOTAL CUSTOMER ACCOUNTS	5,956	5,956	88,750	-82,794	6.7%	5,984	6,083
TOTAL ADMIN & GENERAL OPERATIONS	33,710	33,710	603,658	-569,948	5.6%	58,246	43,101
TOTAL OTHER EXPENSES	0	0	333,700	-333,700	0.0%	25,000	24,700
TOTAL OPERATION & MAINTENANCE EXPENSES	80,437	80,437	2,019,908	-1,939,471	4.0%	130,869	109,694
REVENUES OVER O&M EXPENSES	-923	-923	1,414,364	-1,415,287		-36,639	-2,236
TOTAL CAPITAL OUTLAY	2,172	2,172	1,311,485	-1,309,313	0.2%	152,569	242,730
REVENUES OVER TOTAL EXPENSES	-3,096	-3,096	102,879	-105,975		-189,208	-244,966
TOTAL CASH TRANSFERS	16,269	16,269	-102,878	119,147	-15.8%	1,071,374	818,069
NET CHANGE IN CASH BALANCE	-19,364	-19,364	205,757	-225,121		-1,260,582	-1,063,036

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Water Utility Fund Cash	553,007	384,727	937,733
LGIP #1 - Capital Project Fund	0	2,591,730	2,591,730
LGIP #2 - Impact Fee Fund	0	1,297,598	1,297,598
LGIP #3 - Equipment Replacement Fund	0	908,122	908,122
LGIP #4 - Water Operating Reserves Fund	0	376,968	376,968
TOTAL WATER FUND CASH AND INVESTMENT	553,007	5,559,144	6,112,151

Report Criteria:

- Detail report.
- Invoices with totals above \$5000.00 included.
- Paid and unpaid invoices included.
- Invoice Detail.GL account (2 Characters) = "61","62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
61				
MSA PROFESSIONAL SERVICES INC				
025485	01/28/2026	HWY 50 DESIGN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,543.13
Total MSA PROFESSIONAL SERVICES INC:				2,543.13
ALLIANT ENERGY/WPL				
280954000026	02/02/2026	HASKINS ST SEWER PLANT	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	17,256.77
Total ALLIANT ENERGY/WPL:				17,256.77
AQUACHEM OF AMERICA INC				
13031aq	01/23/2026	AQUACHEM DP3180	61-00-00-63100 POLYMER	5,326.20
Total AQUACHEM OF AMERICA INC:				5,326.20
Total 61:				25,126.10
62				
MSA PROFESSIONAL SERVICES INC				
025485	01/28/2026	HWY 50 DESIGN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,543.12
Total MSA PROFESSIONAL SERVICES INC:				2,543.12
Total 62:				2,543.12
Grand Totals:				27,669.22

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.
 Invoice Detail.GL account (2 Characters) = "61","62","01000013105"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
01				
CARROL ANN BRITTEN				
REFUND01-23	01/23/2026	REFUND OVERPYMNT CLOSED	01-00-00-13105 UTILITY CASH CLEARING	204.04
Total CARROL ANN BRITTEN:				204.04
DEVRIES, NEAL & CYNDIE				
REFUND01-21	01/21/2026	REFUND OVERPYMNT CLOSED	01-00-00-13105 UTILITY CASH CLEARING	100.54
Total DEVRIES, NEAL & CYNDIE:				100.54
NORTHERN MANAGEMENT				
NORTHERN02	02/11/2026	OVERPYMNT ON CLOSED A/C	01-00-00-13105 UTILITY CASH CLEARING	81.04
Total NORTHERN MANAGEMENT:				81.04
OMER & TAMARA NEZIREVIC				
REFUND01-21	01/21/2026	REFUND OVERPYMNT CLOSED	01-00-00-13105 UTILITY CASH CLEARING	72.76
Total OMER & TAMARA NEZIREVIC:				72.76
WHITT, AMY				
REFUND01-21	01/21/2026	REFUND OVERPYMNT CLOSED	01-00-00-13105 UTILITY CASH CLEARING	108.34
Total WHITT, AMY:				108.34
Total 01:				566.72
61				
MSA PROFESSIONAL SERVICES INC				
025485	01/28/2026	HWY 50 DESIGN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,543.13
Total MSA PROFESSIONAL SERVICES INC:				2,543.13
NORTHERN LAKE SERVICE INC				
2600593	01/14/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2600983	01/21/1926	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2601334	01/28/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2601690	02/04/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
Total NORTHERN LAKE SERVICE INC:				1,306.80
KAPUR & ASSOCIATES INC				
137513	12/26/2025	GIS UPDATES	61-00-00-52160 ENGINEERING EXPENSE	113.00
Total KAPUR & ASSOCIATES INC:				113.00
WE ENERGIES				
5773138910	01/13/2026	HASKINS ST DEWATERING BLD	61-00-00-52500 UTILITY-GAS-PLANT	378.15
5773355094	01/13/2026	HASKINS ST WWTF-SEWER PL	61-00-00-52500 UTILITY-GAS-PLANT	1,026.81
5774514142	01/13/2026	HASKINS ST WEST BLDG-STOR	61-00-00-52500 UTILITY-GAS-PLANT	332.47

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
5771233974	01/12/2026	EDGEWOOD DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	27.64
5778441323	01/16/2026	BIG FOOT LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	10.23
5778483408	01/16/2026	LAGRANGE DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	24.48
5779212212	01/16/2026	CADENCE CIR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	11.55
Total WE ENERGIES:				1,811.33
ALLIANT ENERGY/WPL				
143875000026	02/02/2026	191 HASKINS ST DEWATER BLD	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	451.25
280954000026	02/02/2026	HASKINS ST SEWER PLANT	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	17,256.77
507753000026	02/02/2026	361 W MAIN ST SIGN	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	39.47
974671000026	02/02/2026	361 MAIN ST HALLWAY	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	169.76
055361000026	02/02/2026	361 MAIN ST CC LIFT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	81.75
141180000026	02/02/2026	LAGRANGE DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	210.77
277971000026	02/02/2026	MARIANE TER LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	83.71
307955000026	02/02/2026	MAXWELL ST LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	62.03
327113000026	02/02/2026	BAYVIEW DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	76.14
599411000026	02/02/2026	361 STATE ROAD 120 BIG FOOT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	325.67
712306593326	02/02/2026	CADENCE CIR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	187.33
962961000026	02/02/2026	EDGEWOOD DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	283.44
Total ALLIANT ENERGY/WPL:				19,228.09
FNBO				
5589 JAN 2026	02/02/2026	DOMAIN RENEWAL GO DADDY	61-00-00-53050 COMPUTER EXPENSE	22.19
Total FNBO:				22.19
STATE OF WISCONSIN DOA				
505-00001084	01/12/2026	12/2025 IRONPORT FEE	61-00-00-53050 COMPUTER EXPENSE	3.97
Total STATE OF WISCONSIN DOA:				3.97
ABT MAILCOM				
54547	01/26/2026	JAN 2026 PAST DUE NOTICES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	469.11
Total ABT MAILCOM:				469.11
FNBO				
5589 JAN 2026	02/02/2026	VONAGE PHONE SERVICE	61-00-00-53100 OFFICE SUPPLIES EXPENSE	134.35
Total FNBO:				134.35
JAMES IMAGING SYSTEMS INC				
1652177	01/20/2026	SVC CONTRACT COPIER	61-00-00-53100 OFFICE SUPPLIES EXPENSE	79.49
Total JAMES IMAGING SYSTEMS INC:				79.49
PITNEY BOWES				
1028941986	02/09/2026	INK FOR POSTAGE METER	61-00-00-53100 OFFICE SUPPLIES EXPENSE	91.29
Total PITNEY BOWES:				91.29
AT&T				
262248865601	01/13/2026	PHONE SERVICES	61-00-00-53110 TELEPHONE EXPENSE	176.90

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total AT&T:				176.90
US CELLULAR				
0780078158	01/04/2026	PHONE SERVICE	61-00-00-53110 TELEPHONE EXPENSE	138.37
Total US CELLULAR:				138.37
BAUMAN, KEN				
BAUMAN02-11	02/11/2026	CEU REIMBURSEMENT - MIDW	61-00-00-53320 CONFERENCES & SCHOOL	117.70
Total BAUMAN, KEN:				117.70
VERIZON				
374000077846	02/02/2026	ASSET TRACKING 01/2026	61-00-00-53520 OPERATIONS-VEHICLES	101.53
Total VERIZON:				101.53
AQUACHEM OF AMERICA INC				
13031aq	01/23/2026	AQUACHEM DP3180	61-00-00-63100 POLYMER	5,326.20
Total AQUACHEM OF AMERICA INC:				5,326.20
CULLIGAN OF BURLINGTON				
500X03385800	01/31/2026	LAB WATER - DISTILLED	61-00-00-64000 LABORATORY SUPPLIES	138.32
Total CULLIGAN OF BURLINGTON:				138.32
TREVIPAY-WALMART				
e3520b9	01/16/2026	KITCHEN & LAUNDRY SUPPLIE	61-00-00-65000 OTHER OPERATING SUPPLIES-KITCH	76.86
Total TREVIPAY-WALMART:				76.86
MSA PROFESSIONAL SERVICES INC				
025556	01/30/2026	US 12 EAST - MAPPING	61-00-00-92300 OUTSIDE SERVICES EMPLOYED	1,415.50
Total MSA PROFESSIONAL SERVICES INC:				1,415.50
PFI FASHIONS INC				
120119	01/21/2026	2026 UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	755.83
Total PFI FASHIONS INC:				755.83
JC CROSS COMPANY				
76345	01/15/2026	TEMPERATURE SWITCH FOR D	61-00-00-93602 MAINT-DIGESTERS EQUIP	298.85
Total JC CROSS COMPANY:				298.85
DREISILKER ELECT MOTORS				
I49503	01/26/2026	NEW ELECTRIC MOTOR FOR H	61-00-00-93607 MAINT-DEWATERING-B/PRESS EQUIP	770.81
Total DREISILKER ELECT MOTORS:				770.81
ITU ABSORBTECH INC				
8674136	01/30/2026	SHOP RAGS	61-00-00-93700 MAINT-VEHICLES & EQUIP	34.30

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ITU ABSORBTECH INC:				34.30
TREVIPAY-WALMART				
3DD6EE70	01/16/2026	WD40, DEGREASER, WASHER	61-00-00-93700 MAINT-VEHICLES & EQUIP	111.32
Total TREVIPAY-WALMART:				111.32
WELDERS SUPPLY CO				
3272081	01/31/2026	GAS FOR SHOP TORCH	61-00-00-93700 MAINT-VEHICLES & EQUIP	72.00
Total WELDERS SUPPLY CO:				72.00
USA BLUEBOOK				
INV00955038	02/05/2026	2.5" LIQUID FILL GAUGES FOR	61-00-00-93800 MAINT-LIFT STATIONS	95.92
Total USA BLUEBOOK:				95.92
DIGGERS HOTLINE				
260 1 39101 P	01/16/2026	ANNUAL PREPAYMENT 26	61-00-00-93810 MAINT-MAINS	1,363.90
Total DIGGERS HOTLINE:				1,363.90
ALLIANT ENERGY/WPL				
252422000026	02/02/2026	E STATE ROAD 50 GATE	61-00-00-93820 MAINT-RECEIVING STATION	25.20
054885000026	02/02/2026	E STATE ROAD 50 SEEPAGE	61-00-00-93830 MAINT-SEEPAGE CELLS/POND	150.16
Total ALLIANT ENERGY/WPL:				175.36
Total 61:				36,972.42
62				
DIXON ENGINEERING INC				
26-0075	02/03/2026	CENTER TOWER PAINT - BID O	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,050.00
26-0075	02/03/2026	CENTER TOWER PAINT - CARRI	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	330.00
Total DIXON ENGINEERING INC:				2,380.00
MSA PROFESSIONAL SERVICES INC				
025485	01/28/2026	HWY 50 DESIGN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,543.12
Total MSA PROFESSIONAL SERVICES INC:				2,543.12
CORE & MAIN LP				
Y300267	01/27/2026	IPERL WARRANTY REPLACEME	62-00-00-34600 METERS	289.00
Total CORE & MAIN LP:				289.00
ALLIANT ENERGY/WPL				
145511000026	02/02/2026	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	1,454.33
327391000026	02/02/2026	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	507.61
348370000026	02/02/2026	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	677.39
972745000026	02/02/2026	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	437.75
Total ALLIANT ENERGY/WPL:				3,077.08

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WE ENERGIES				
5774068487	01/13/2026	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	139.90
5787538175	01/23/2026	WAVERLY ST WELLHOUSE #4	62-00-00-60300 MISC EXPENSES & UTILITY	115.87
Total WE ENERGIES:				255.77
ALLIANT ENERGY/WPL				
347962000026	02/02/2026	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	203.82
576425000026	02/02/2026	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	2,892.91
717061000026	02/02/2026	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	208.94
Total ALLIANT ENERGY/WPL:				3,305.67
WE ENERGIES				
5773760542	01/13/2026	CENTER ST BOOSTER STN	62-00-00-62300 PUMPING POWER PURCHASED	73.40
5774347074	01/13/2026	WATER DEPT MAIN BLDG	62-00-00-62300 PUMPING POWER PURCHASED	1,219.00
Total WE ENERGIES:				1,292.40
ALLIANT ENERGY/WPL				
974671000026	02/02/2026	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	169.76
Total ALLIANT ENERGY/WPL:				169.76
IDEXX DISTRIBUTION CORP				
3193227421	01/30/2026	COLISURE MEDIA-LAB	62-00-00-64200 LABOR & EXPENSES (LAB)	1,287.52
Total IDEXX DISTRIBUTION CORP:				1,287.52
NORTHERN LAKE SERVICE INC				
2601594	02/03/2026	MANGANESE MONTHLY	62-00-00-64200 LABOR & EXPENSES (LAB)	44.95
Total NORTHERN LAKE SERVICE INC:				44.95
USA BLUEBOOK				
INV00958069	02/09/2026	LAB REAGENT, WIPES, TESTIN	62-00-00-64200 LABOR & EXPENSES (LAB)	484.94
Total USA BLUEBOOK:				484.94
WI STATE LABORATORY OF HYGIENE				
833018	01/31/2026	MONTHLY FLOURIDE SPLIT	62-00-00-64200 LABOR & EXPENSES (LAB)	31.00
Total WI STATE LABORATORY OF HYGIENE:				31.00
WISCONSIN EMERGENCY MGMT				
253693	01/23/2026	ANNUAL WHOPRS TIER II EME	62-00-00-64300 MISC EXPENSE	275.00
Total WISCONSIN EMERGENCY MGMT:				275.00
SMITH ECOLOGICAL SYSTEMS COMPANY				
25366	01/22/2026	CHEMICAL INJECTION MAINTEN	62-00-00-65200 MAINT WATER TREATMENT EQUIP	2,927.17
Total SMITH ECOLOGICAL SYSTEMS COMPANY:				2,927.17
ALLIANT ENERGY/WPL				
098433000026	02/02/2026	750 WILD RIDGE DR WATER TO	62-00-00-66100 MAINT OPS-STANDPIPES	151.28
520171000026	02/02/2026	1887 DODGE ST TOWER	62-00-00-66100 MAINT OPS-STANDPIPES	115.04

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ALLIANT ENERGY/WPL:				266.32
DUNN LUMBER				
2281182	01/12/2026	SOCKETS FOR METER VAN	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	6.99
Total DUNN LUMBER:				6.99
C&D LANDSCAPING AND DESIGN				
70565	01/29/2026	355 OAKWOOD - LANDSCAPE R	62-00-00-67300 MAINT OF MAINS & VALVES	485.00
Total C&D LANDSCAPING AND DESIGN:				485.00
DIGGERS HOTLINE				
260 1 39101 P	01/16/2026	ANNUAL PREPAYMENT 26	62-00-00-67300 MAINT OF MAINS & VALVES	681.95
Total DIGGERS HOTLINE:				681.95
USA BLUEBOOK				
INV00958069	02/09/2026	LOCATE FLAGS & PAINT	62-00-00-67300 MAINT OF MAINS & VALVES	165.20
Total USA BLUEBOOK:				165.20
C&D LANDSCAPING AND DESIGN				
70564	01/29/2026	1556 ORCHARD LN - LANDSCA	62-00-00-67500 MAINT SERVICES & CURB BOX	485.00
Total C&D LANDSCAPING AND DESIGN:				485.00
DIGGERS HOTLINE				
260 1 39101 P	01/16/2026	ANNUAL PREPAYMENT 26	62-00-00-67500 MAINT SERVICES & CURB BOX	681.95
Total DIGGERS HOTLINE:				681.95
USA BLUEBOOK				
INV00958069	02/09/2026	LOCATE FLAGS & PAINT	62-00-00-67500 MAINT SERVICES & CURB BOX	165.20
Total USA BLUEBOOK:				165.20
CORE & MAIN LP				
Y441739	01/27/2026	METER TOUCHPADS	62-00-00-67600 MAINT OF METERS	2,128.28
Y488142	02/05/2026	METER TOUCHPADS	62-00-00-67600 MAINT OF METERS	2,100.00-
Y488143	02/05/2026	METER TOUCHPADS	62-00-00-67600 MAINT OF METERS	500.00
Total CORE & MAIN LP:				528.28
PFI FASHIONS INC				
120119	01/21/2026	2026 UNIFORMS	62-00-00-90200 METER READING EXPENSE	1,290.97
Total PFI FASHIONS INC:				1,290.97
ABT MAILCOM				
54547	01/26/2026	JAN 2026 PAST DUE NOTICES	62-00-00-90300 RECORDS & COLLECTION EXPENSE	469.10
Total ABT MAILCOM:				469.10
AT&T				
262248865601	01/13/2026	PHONE SERVICES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	176.90

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total AT&T:				176.90
CHARTER COMMUNICATIONS				
152474701012	01/21/2026	INTERNET SERV @ WATER DE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	119.99
Total CHARTER COMMUNICATIONS:				119.99
FNBO				
5589 JAN 2026	02/02/2026	VONAGE PHONE SERVICE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	134.35
5589 JAN 2026	02/02/2026	DOMAIN RENEWAL GO DADDY	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	22.19
Total FNBO:				156.54
JAMES IMAGING SYSTEMS INC				
1652177	01/20/2026	SVC CONTRACT COPIER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	79.50
Total JAMES IMAGING SYSTEMS INC:				79.50
PITNEY BOWES				
1028941986	02/09/2026	INK FOR POSTAGE METER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	91.29
Total PITNEY BOWES:				91.29
STATE OF WISCONSIN DOA				
505-00001084	01/12/2026	12/2025 IRONPORT FEE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	3.96
Total STATE OF WISCONSIN DOA:				3.96
TREVIPAY-WALMART				
40d21c49	01/23/2026	COFFEE, FILTERS & CUTLERY	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	83.75
Total TREVIPAY-WALMART:				83.75
US CELLULAR				
0780078158	01/04/2026	PHONE SERVICE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	256.98
Total US CELLULAR:				256.98
CINTAS				
5317609504	02/10/2026	FIRST AID CABINET RESTOCK	62-00-00-93000 MISCELLANEOUS GENERAL EXP	141.65
Total CINTAS:				141.65
OFFICE PRO INC				
755766-0	01/20/2026	PAPER TOWEL	62-00-00-93000 MISCELLANEOUS GENERAL EXP	304.20
Total OFFICE PRO INC:				304.20
TREVIPAY-WALMART				
40d21c49	01/23/2026	HAND WARMERS	62-00-00-93000 MISCELLANEOUS GENERAL EXP	22.44
Total TREVIPAY-WALMART:				22.44
VERIZON				
374000077846	02/02/2026	ASSET TRACKING 01/2026	62-00-00-93300 TRANSPORTATION EXPENSE	101.53

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total VERIZON:				101.53
Total 62:				25,128.07
Grand Totals:				62,667.21

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (2 Characters) = "61","62","01000013105"



Lake Geneva Utility Commission

MUNICIPAL WATER AND WASTEWATER SERVICES

361 W Main Street
P.O. Box 187
Lake Geneva, WI 53147
262-248-2311
www.lgutilitycommission.com

Dennis Lyon – President
Josh Gajewski – Utility Director
Jeff Ecklund – Water Superintendent
Ken Bauman – Wastewater Superintendent

TO: Lake Geneva Utility Commission
FROM: Josh Gajewski, Utility Director
SUBJECT: February 2026 Director's Report

OPERATIONS UPDATE

WATER OPERATIONS

During the recent periods of cold weather, staff responded to several customer inquiries regarding a lack of water and further assisted in determining the cause to be frozen building plumbing. We have also been working with a customer who experienced a significant plumbing failure and building flooding in March and December of 2025. It is expected that as the weather warms, crews will be responding to locations where frozen plumbing begins to thaw, which is not atypical when subzero and maintained freezing temperatures are experienced.

Staff responded to the 1200 block of Wisconsin Street for a main break on 2/12/26. Repairs were completed by 10:00 a.m., and service was restored shortly afterward.

WASTEWATER OPERATIONS

Staff have repaired or replaced several minor pieces of equipment, including two systems in the biosolids processing area, a unit heater in the maintenance shop, and the Country Club Dr. lift station.

Additional seasonal facility and equipment maintenance activities and reporting requirements are ongoing.

Scheduling of the 2025 and 2026 CCTV work is pending, with a potential start in early March and work continuing in April and May.

OFFICE & ADMINISTRATION

Fourth-quarter regular collections are closed, and disconnections for delinquency are scheduled to start on February 17th.

Planning for 2026 Capital Projects continues, with two additional scopes of service being noticed for potential action in February. Additional project development will be ongoing over the next several months, and will be brought for Commission input and action.

Staff attended a constructability workshop in late January with WisDOT for the STH 50 project, and have continued to work with WisDOT engineers through their utility coordination process. WisDOT recently identified March 19th as the last Public Information Meeting for the project, which will be held at City Hall.

Several of the Utility Staff have attended continuing education sessions to maintain licensure, and several more will be attending various sessions and conferences over the next month.

Work on the 2025 Financial Audit and annual PSC report continues.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2025
Subject / Title: Resolution 2026-01
Submitted By: J.Gajewski - Utility Director

Background / Request

In 2025, the Utility's revenues and expenditures varied from the approved budget, with individual funding changes being approved by the Commission on a situational basis. Staff has reviewed each account utilizing a threshold of 10% and \$10,000 variance to identify suggested budgetary amendments. A summary of applicable accounts has been included in the draft resolution for Commission consideration in the adoption of a budgetary amendment.

Fiscal Impact / Budget

- **Estimated Cost:** \$ N/A
- **Funding Source:** N/A (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget _____ Over Budget _____
 Budget Amendment Required Described above
- **GL Number:** _____ (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

N/A

Recommendation:

Action is recommended to approve Resolution 2026-01, Amending the 2025 Wastewater Utility and Water Utility Operating and Capital Budgets.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Resolution 2026-01 (Draft)

Reviewed by:	Date:	Comments:

**STATE OF WISCONSIN
WALWORTH COUNTY
CITY OF LAKE GENEVA
UTILITY COMMISSION**

RESOLUTION NO. 2026-01

A Resolution approving the amendment of the 2025 Wastewater Utility and Water Utility Operating, Maintenance, and Capital Budgets

WHEREAS, the City of Lake Geneva Utility Commission previously approved budgetary appropriations for use in the operation, maintenance, and improvement of the municipal wastewater and water systems in 2025; and

WHEREAS, the Utility Director has reported there is a need to amend the 2025 Wastewater Utility and Water Utility Budgets to reflect material changes in revenues, expenses, and interfund transfers.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Lake Geneva Utility Commission does hereby approve the following amendments to the 2025 Wastewater Utility and Water Utility Operating, Maintenance, and Capital Budgets; and directs the Utility Director to deposit undesignated revenues into the respective Wastewater and Water Capital Project Funds from which they were recorded.

	<i>Budget Ending</i>	<i>Actual</i>	<i>(Under) Over</i>	<i>Budget Amnd 1</i>	
	<i>12/31/2025</i>	<i>12/31/2025</i>	<i>Budget</i>	<i>YE 2025</i>	
REVENUES					
61-00-00-41900	INTEREST EARNED	198,900	256,512	57,612	256,600
61-00-00-41910	LGIP IMPACT FEES INTEREST	67,000	88,925	21,925	89,000
61-00-00-46121	METERED SALES COMMERCIAL SUB	46,400	60,452	14,052	60,500
61-00-00-99005	CAP CNTRBTNS-IMPACT FEES	77,211	89,371	12,160	89,400
EXPENSES					
OUTSIDE SERVICES					
61-00-00-52160	ENGINEERING EXPENSE	58,000	30,765	(27,235)	30,800
61-00-00-52520	UTILTITY-ELECTRICITY-PLANT	206,600	182,889	(23,711)	182,900
SALARY AND BENEFITS					
61-00-00-92610	HEALTH INSURANCE EXPENSE	138,200	117,823	(20,377)	117,900
MAINTENANCE					
61-00-00-93501	MAINT-HEADWORKS BLDG	20,500	3,261	(17,239)	3,300
61-00-00-93502	MAINT-DIGESTER & AER/TRANS BLD	10,500	217	(10,283)	300
61-00-00-93503	MAINT-PROCESS BLDG	22,500	952	(21,549)	1,000
61-00-00-93602	MAINT-DIGESTERS EQUIP	29,600	502	(29,098)	600
61-00-00-93607	MAINT-DEWATERING-B/PRESS EQUIP	244,000	12,831	(231,169)	12,900
61-00-00-93800	MAINT-LIFT STATIONS	55,100	23,074	(32,026)	23,100
61-00-00-93810	MAINT-MAINS	157,000	1,509	(155,491)	1,600
61-00-00-93820	MAINT-RECEIVING STATION	27,000	10,935	(16,065)	11,000
CAPITAL OUTLAY					
61-00-00-58000	OUTLAY-EQUIPMENT	55,000	38,893	(16,107)	38,900
61-00-00-58100	OUTLAY-VEHICLES	600,000	0	(600,000)	0
61-00-00-58900	OUTLAY-MISCELLANEOUS	73,500	45,456	(28,044)	45,500
TRANSFERS					
61-00-00-13230	TRANS (TO)/FROM EQUIP. REPLMNT. FUND (#13)	202,833	(77,779)	(280,612)	(77,800)
61-00-00-13240	TRANS (TO)/FROM CAPITAL PROJECT FUND (#10)	473,277	(167,588)	(640,865)	(167,600)
61-00-00-13250	TRANS (TO)/FROM WW OP. RESERVES (#14)	0	(11,099)	(11,099)	(11,100)

	<i>Budget Ending</i> <i>12/31/2025</i>	<i>Actual</i> <i>12/31/2025</i>	<i>(Under) Over</i> <i>Budget</i>	<i>Budget Amnd 1</i> <i>YE 2025</i>
REVENUES				
62-00-00-41900 INTEREST EARNED	131,150	163,025	31,875	163,100
62-00-00-41910 LGIP IMPACT FEES INTEREST	43,500	54,222	10,722	54,300
62-00-00-46140 METERED SALES TO PUBLIC AUTH	82,600	63,028	(19,572)	63,100
EXPENSES				
PUMPING EXPENSE - MAINTENANCE				
62-00-00-63300 MAINT PUMPING EQUIP	107,500	5,390	(102,110)	5,400
WATER TREATMENT - OPERATION				
62-00-00-64100 CHEMICALS	56,900	46,858	(10,042)	46,900
WATER TREATMENT - MAINTENANCE				
62-00-00-65100 PLANT MAINTENANCE	79,500	2,278	(77,222)	2,300
62-00-00-65200 MAINT WATER TREATMENT EQUIP	61,200	81,695	20,495	81,700
TRANSMISSION & DISTRIBUTION - OPERATION				
62-00-00-66100 MAINT OPS-STANDPIPES	36,900	13,198	(23,702)	13,200
TRANSMISSION & DISTRIBUTION - MAINTENANCE				
62-00-00-67200 RESERVOIR & STANDPIPES	55,000	8,127	(46,873)	8,200
62-00-00-67300 MAINT OF MAINS & VALVES	105,000	62,310	(42,690)	62,400
62-00-00-67700 MAINT OF HYDRANTS	5,000	61,015	56,015	61,100
ADMIN & GENERAL OPERATIONS				
62-00-00-92100 OFFICE SUPPLIES & EXPENSE	2,500	17,612	15,112	17,700
62-00-00-92300 OUTSIDE SERVICES EMPLOYED	7,875	75,419	67,544	75,500
62-00-00-92610 HEALTH INSURANCE EXPENSE	186,500	145,460	(41,040)	145,500
OTHER EXPENSES				
62-00-00-40801 PROPERTY TAX EQUIVALENT	251,000	300,000	49,000	300,000
CAPITAL OUTLAY				
62-00-00-10700 OUTLAY - EQUIPMENT	20,000	200	(19,800)	300
62-00-00-10700 OUTLAY - PUMPING EQUIPMENT	0	17,583	17,583	17,600
62-00-00-10700 OUTLAY - MAINS	130,000	71,054	(58,946)	71,100
62-00-00-10700 OUTLAY - WATER TOWERS	350,000	27,214	(322,786)	27,300
62-00-00-34600 METERS	120,100	63,227	(56,873)	63,300
62-00-00-10700 OUTLAY - MISCELLANEOUS	187,500	102,164	(85,336)	102,200
TRANSFERS				
62-00-00-13220 TRANS (TO)/FROM CAPITAL PROJECT FUND (#1)	352,058	(108,518)	(460,576)	(108,600)
62-00-00-13240 TRANS (TO)/FROM EQUIP. REPLMNT. FUND (#3)	39,118	(38,024)	(77,142)	(38,100)
62-00-00-13250 TRANS (TO)/FROM WATER OP. RESERVES (#4)	0	(15,988)	(15,988)	(16,000)

BE IT FURTHER RESOLVED that this resolution be published on the City website within 15 days of adoption as prescribed under Wis. Statutes 65.90(5)(ar).

Adopted this 16th day of February 2026, on a ____ - ____ vote.

CITY OF LAKE GENEVA
UTILITY COMMISSION

By: _____
Dennis Lyon, President

Attest: _____
Jo Busch, Utilities Coordinator



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2026
Subject / Title: CO #1 Floor Coating Project
Submitted By: J.Gajewski

Background / Request

As part of the project scope, any deep repairs found to be required during the existing coating removal and preparation for recoating, were subject to approval by the Utility on a time and material basis. During the work, repairs were identified and completed, which totaled \$3,881.93. The Change Order formally amends the bid amount to reflect the applicable work completed. Additionally, due to the delays in project awarding that were outside of the Contractor's control, the Change Order also extends the completion time of the project by 20 days.

Fiscal Impact / Budget

- **Estimated Cost:** \$ \$3,881.93
- **Funding Source:** Water Utility General Revenues (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget Over Budget +\$3,881.93
- Budget Amendment Required +\$3,881.93
- **GL Number:** 62-0000-65100 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

N/A

Recommendation:

Action is recommended to approve Change Order #1 for the 2025 Concrete Floor Coating Project.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Change Order #1

Reviewed by: Date: Comments:

Reviewed by:	Date:	Comments:

CHANGE ORDER REQUEST

Lake Geneva Utility Commission
2025 Concrete Floor Coatings

Change Order Number: 1

Date of Issuance: January 19, 2026

Effective Date: 2/16/2026

The Contract Documents are modified as follows upon execution of this Change Order
(Description):

Materials and labor to complete heavy patching of floor areas in Water Plant

Attachments (list of supporting documents):

Ticket 09656 and supporting summary

Change in Contract Price:

Original Contract Price: \$133,458
[Increase — Decrease] from prior Change Orders: _____
[Increase — Decrease] from this Change Order: \$3,881.93
Revised Contract Price: \$137,339.93

Change in Contract Time:

Original Contract

Substantial Completion (days or date): N/A
Ready for Final Payment (days or date): December 30, 2025

Prior Change Orders

[Increase – Decrease] in days from prior Change Orders: N/A
Revised Substantial Completion (days or date): N/A
Revised Final Payment (days or date): N/A

Current Change Order

[Increase — Decrease] in days: 20
Revised Substantial Completion (days or date): N/A
Revised Final Payment (days or date): January 19, 2026



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2026
Subject / Title: Pay App 1 - Floor Coating Project
Submitted By: J.Gajewski

Background / Request

The subject project has been completed, and a payment application has been submitted for consideration. Staff has revised the submitted application to more accurately reflect the approved contract pricing structure of the project, and also has been revised the amounts to reflect the pending Change Order #1. The project was awarded in November with costs anticipated to be above the 2025 budgets, totaling \$6,175 additional in Wastewater and \$19,113 additional in Water (plus pending CO #1: \$3,881.93)

Fiscal Impact / Budget

- **Estimated Cost:** \$ 137,339.93
- **Funding Source:** Wastewater & Water General Revenues (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget _____ Over Budget _____
- Budget Amendment Required _____
- **GL Number:** Multiple - Fund 61 & 62 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

Recommendation:

Action is recommended to approve Pay Application #1 for the 2025 Concrete Floor Coating Project, as presented by Utility Staff, for the amount \$123,605.94.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Pay Application #1 - Concrete Floor Coatings (revised by Utility Staff 01.26.2026)

Reviewed by:	Date:	Comments:

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): Lake Geneva Utility Commission
 ATTN: ACCOUNTS PAYABLE
 Post Office Box 187
 Lake Geneva, WI 53147
 From: dba PORTA PAINTING
 PORTA BLAST, INC
 313 TRAVIS LANE
 WAUKESHA, WI 53189

Project: LAKE GENEVA FLOORS 12/25 10
 INTERIOR FLOORS REPAIR
 PER QUOTE S10162025
 LAKE GENEVA, WI 53147

Via (Architect):

Application No: 1
 Invoice No: 24306
 Period To: 1/16/2026
 Architect's Project No: 2025 CONC FLOOR
 Contract Date: 12/15/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

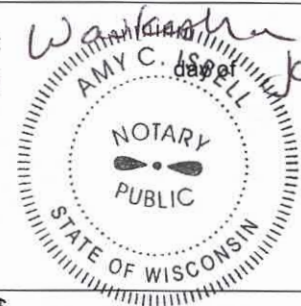
1. ORIGINAL CONTRACT SUM	\$	137,339.93 \$133,458
2. Net change by Change Orders	\$	0.00 \$3,881.93
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	137,339.93
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	137,339.93
5. RETAINAGE	\$	13,733.99
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	123,605.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	123,605.94
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	13,733.99

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: dba PORTA PAINTING
 By: Maria Gunn Date: 1/19/26

State of: Wisconsin County of: Waukesha
 Subscribed and sworn to before me this 19 day of January 2026

Notary Public: Amy C. Isbell
 My Commission expires: July 25, 2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By _____ Date _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 1
 Application Date: 1/16/2026
 Period To: 1/16/2026
 Architect's Project No: 2025 CONC FLOOR

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
BC	BASE CONTRACT	133,458.00	0.00	133,458.00	0.00	133,458.00	100	0.00	13,345.80
CO1	CHANGE ORDER 1	3,881.93	0.00	3,881.93	0.00	3,881.93	100	0.00	388.19
		137,339.93	0.00	137,339.93	0.00	137,339.93	100	0.00	13,733.99

1/15/2026

LAKE GENEVA

CHANGE ORDER REQUEST

PATCH HEAVY PITTING IN CONCRETE AFTER GRIDING

		11-Dec 9656	
STRAIGHT TIME	\$102.00	24	\$2,448.00
OVERTIME PREMIUM	\$36.00		\$0.00
DOUBLE TIME PREMIUM	\$72.00		\$0.00
NIGHT PREMIUM	\$3.00		\$0.00
MILEAGE	\$1.50		\$0.00
DELIVER TRAILER ST	\$102.00		\$0.00
SHOP LOAD TRUCK	\$102.00		\$0.00
SW MULTI SURF EPOX	\$75.50	15	\$1,132.56
CABOSIL	\$19.19	2	\$38.38
STRAINER BAGS	\$2.52		\$0.00
BLAST EQUIPMENT	\$135.00		\$0.00
EXHAUSTER	\$30.00		\$0.00
TYVEK SUIT	\$13.97		\$0.00
RESPIRATOR CARTRIDGE SET	\$33.16	3	\$99.48
RUBBER GLOVES	\$4.80	3	\$14.40
CUT BUCKET	\$10.52	3	\$31.56
DUCT TAPE	\$10.74		\$0.00
EMPTY 5	\$6.19	3	\$18.57
STRAINER BAGS	\$2.53	2	\$5.06
MORTAR MIX	\$23.18	3	\$69.53
SCRAPERS	\$8.13	3	\$24.39
TAPE N DRAPE 48"	\$24.75		\$0.00
TAPE N DRAPE 99"	\$27.51		\$0.00
			\$0.00
			\$3,881.93



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Waukesha, WI 53189
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fx (262)-970-9723



A complete list of Women Owned, SBE, DBE and safety certifications is on our web site portapainting.com.

CUSTOMER Lake Geneva Water Treatment TICKET # **09656**
 LOCATION _____ DATE 12-11-25
 DESCRIPTION Patch

JOURNEYMAN	START TIME	END TIME	TOTAL
Jacob F	7:00	3:00	8
Caleb J	7:00	3:00	8
Kyle D	7:00	3:00	8
			24
STRAIGHT TIME			
OVERTIME			
DOUBLE TIME			
SPRAY TIME			
BLAST TIME			
GRINDER TIME			
SHOP DELIVERY			
TRUCK USED			

EQUIPMENT	TRUCK UNIT #	hrs
BLAST EQUIPMENT		
6 BAG UNIT		hrs
COMPRESSOR _____ CFM		hrs
HOSE SECTIONS		PER 50'
EXHAUSTER		hrs/ bags
DH		
AERIAL LIFT		
SCISSORS LIFT		
SPRAYER		
CONVENTIONAL		hrs
AIRLESS		hrs
STRAINER BAG		ea
HOSE SECTIONS		ea
SMALL TOOLS		
GRINDER / Wheel or DA		hrs/ ea
BRISTLE BLASTER / WHEEL		hrs/ ea
VACUUM		hrs/ ea
LADDER SIZE/TYPE		/
SAFETY EQUIPMENT		
HARNESS		
TRIPOD		

MEDIA	BAG
STARBLAST	
BLACK DIAMOND	
PAINT TYPE COLOR GAL	
Roof Floor MPE	15
Cabos 1	2 1/2
THINNER	
MEK	
PPE EACH	
BLAST GLOVES / SHIELDS	/
DUST MASKS / EAR PLUGS	/
HEAD SOCK / SAFETY GLASSES	/
RESPIRATOR CARTRIDGE SET	3
GLOVES RUBBER / LEATHER	/
TYVEK SUIT	
TESTING EQUIPMENT	
GAS MONITOR	
MIL GAUGE	
PROFILE TESTER	
PSYCHROMETER	

PURCHASE ORDER NUMBER	
CUSTOMER SIGNATURE	
DOWN TIME DUE TO	
UNUSUAL EVENTS	
SUPPLIES EACH	
9" PAPER	
BLUE 1" TAPE	
BLUE 2" TAPE	
BRUSH	
BUCKET LINERS	
CUT BUCKET	3
DUCT TAPE	
EMPTY 5	3
POLY 1.5/3 MIL	
RAGS	
ROLLER FRAME	
ROLLER GRID	
ROLLER SKIN	
STRAINER BAGS	
TAPE & DRAPE	
TAR PAPER	
TIN FOIL	
Scampers	3
mortar mix	34 bags



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2026
Subject / Title: PSA: MSA - Sewer Lining
Submitted By: J.Gajewski

Background / Request

As part of the 2026 Wastewater budget, sewer main lining (cured in place pipe (CIPP)) work was anticipated along portions of Mariane Terr., Pine Tree Ln., and Main St./STH 50. Currently the project also considers the lining of private sanitary laterals within the respective road ROW. That work will continue to be evaluated and reviewed with City Legal during the design/specification period of the project.

Staff requested a scope of services from MSA to provide design, bidding, and general project administration services, which is available for Commission review and potential approval.

Fiscal Impact / Budget

- **Estimated Cost:** \$ 27,500
- **Funding Source:** Wastewater CPF (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget 150,000 Over Budget _____
 Budget Amendment Required _____
- **GL Number:** 61-0000-10700 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

N/A

Recommendation:

Staff recommends Commission action to approve the Professional Services Agreement with MSA Professional Services, dated 2/12/2026, for the 2026 Sanitary Sewer Lining Project.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Professional Services Agreement - MSA Professional Services (signed 2/12/2016)
 Project Area Overview Map - 2026 CIPP

Reviewed by: Date: Comments:



Professional Services Agreement

MSA Project Number: 07815017

This AGREEMENT (Agreement) is made effective February 16, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, Wisconsin, 53704

Phone: (608) 242-6617

Representative: Kevin Lord

Email: klord@msa-ps.com

LAKE GENEVA UTILITY COMMISSION (OWNER)

Address: 361 W Main St, Lake Geneva, WI 53147

Phone: 262-248-2311

Representative: Josh Gajewski

Email: jgajewski@lgutilites.org

Project Name: Sanitary Sewer Lining Projects

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: February 16, 2026
Approximate Completion Date: August 31, 2027

The estimated fee for the work is:

Phase 100 - Design & Bidding	
Task 101 - Project Administration, Management, Coordination and Meetings	\$5,300
Task 102 - Project Site Information	\$2,400
Task 103 - Design & Permits	\$14,100
Task 104 - Bidding & Construction Contracts	\$3,200
Phase 100 Subtotal:	\$25,000
Phase 200 - Allowances	
Task 201 - Alternate Design Evaluation	\$2,500
Phase 200 Subtotal:	\$2,500
Total:	\$27,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

LAKE GENEVA UTILITY COMMISSION

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski

Utility Director

Date: _____

Kevin Lord

Team Leader

Date: _____ 02/12/2026

Terri Meyerhofer

Project Manager

Date: _____ 02/12/2026

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 01/26)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State in which the project is located.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State in which the project is located for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be in the County, in which the project is located.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT DESCRIPTION

The project consists of:

1. Sewer lining to be completed at various locations throughout the Utility's service area. There are two main areas planned for lining in 2026:
 - a. The Main St/Country Club Dr area.
 - b. The Marianne Terrace/Pine Tree Ln area.
 - c. A total of approximately 1,560-LF of sewer main is anticipated to be lined.
2. The Owner intends to complete lining of sewers and possible lining of laterals.
 - a. Engineering for lining of laterals is included in the fee estimate.
 - b. Coordination directly with private property owners is not included in the scope.
3. No funding programs are being utilized as part of this work.
4. Project assumptions:
 - a. The project won't require erosion control or stormwater permits.
 - b. The project won't require survey work.
 - c. The project may disturb turf and/or pavement/roadway surfaces depending on how access off right-of-way is designed.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. **Phase 100 – Design & Bidding**
 - **Task 101 - Project Administration, Management, Coordination and Meetings**
 - **Amin & Management**
 1. Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
 2. Employ documented quality-assurance/quality-control procedures throughout project.
 - **Utility Coordination**
 1. Coordination and Communication
 - a. Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - **Coordination**
 1. Coordinate with Agencies (City Public Works and WisDOT) to determine traffic control needs and communicate anticipated project schedule and impacts.
 2. Assumptions: Work on the side of the road will reference WisDOT SDD with general notes about maintaining access to driveways and minimizing buffers; modification of WisDOT SDD for work in TWLTL.
 - **Meetings**
 1. Attend up to two meetings or calls with staff to plan, discuss and finalize the project.
 2. Unless otherwise noted, all meetings will take place remotely.
 - **Task 102 - Project Site Information**
 - GIS Basemap Data: utilize available GIS data to use as basemap data for the project plan sheets.

- **Task 103 – Design & Permits**
 - Sanitary Sewer Design: Utilize existing data for horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Work with Owner to determine extents of sewer lining. Prepare construction details.
 - Restoration Plan: Turf and/or pavement may be disturbed when select areas are accessed outside of the right-of-way. Prepare restoration plan to restore disturbed pavement and/or turf.
 - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
 - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
 - Plan Preparation and Drafting
 - Preliminary Plan Preparation: Prepare preliminary plans showing GIS basemap information, horizontal alignments of utilities and typical construction details.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
 - a. Title Sheet
 - b. Construction Detail Sheets
 - c. Traffic Control Detail Sheets
 - d. Overview Sheet of each project area showing sewer lining extents and traffic control notes (two sheets in this category, one of each project area).
 - Specifications
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
 - Permits
 - Prepare permit application and required attachments for:
 - a. Permission to work in Right-of-Way (City)
 - b. Permission to work in Right-of-Way (WisDOT)
 - c. It's assumed that a DNR permit will not be required.
 - **Task 104 – Bidding & Construction Contracts**
 - i. Assist Owner in Advertising and Soliciting for Bids
 - ii. Administer Bid Document Distribution Process utilizing QuestCDN
 - iii. Issue Addenda as appropriate to clarify, correct, or change the bidding documents
 - iv. Conduct an Electronic Bid Opening located at MSA's Office
 - v. Prepare Tabulation of Bids
 - vi. Assist Owner in evaluating bids and in assembling and awarding construction contracts.
 - vii. Administer construction contracts and coordinate signing of contract documents by parties.
- 2. Phase 200 – Allowances (\$2,500 Total)**
- **Task 201 – Alternate Design Evaluation**
 - i. If it is determined that it's in the best interest of the utility to evaluate a given alternate design, as it relates to this project, MSA can perform alternate design evaluation upon request of the utility.

1. A \$2,500 allowance is included to assist with this effort, if necessary.

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans.
2. Preliminary Construction Cost Estimate
3. Final plans: two (2) paper copies and one PDF file of the final plans.
4. Final Construction Cost Estimate
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Construction Related Services.
2. Utility structure survey.
3. Survey mapping and monumentation.
4. Utility system modeling.
5. Additional meetings not specifically listed in the scope.
6. Updates to Owner’s electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
Feb 2026	Owner approves Professional Services Agreement
March 2026	MSA begins work
April 2026	Preliminary Plans complete
May 2026	Final Plans complete, Permit applications submitted
June 2026	Bidding process
July 2026	Owner awards construction contract
September 2026	Construction
August 2027	Project Closeout

OWNER’S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner’s requirements for the project.
- Owner will operate Owner’s systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.

**ATTACHMENT B:
RATE SCHEDULE**

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support.....	\$184 – \$203/hr.
Land Surveying.....	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective November 30, 2025)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.14/page \$0.16/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$86/day for DOT
Drone Flight	\$375/flight \$330/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour \$2/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70/mile \$0.74/mile for DOT
Nuclear Density Testing	\$30/day \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2026
Subject / Title: PSA: MSA - LSL Replacements
Submitted By: J.Gajewski

Background / Request

As part of the 2026 Water budget, lead service line (LSL) replacements were scheduled for completion. Under the EPA's Lead & Copper Rule Improvements (LCRI), Utility's have until October 2037 to remove all lead services, with limited exceptions. The Utility plans to focus work on Utility-only LSLs, and then begin work on coordinating removal of remaining LSLs within the system in future years. Staff requested a scope of services from MSA to provide design, bidding, and general project administration services, which is available for Commission review and potential approval.

Fiscal Impact / Budget

- **Estimated Cost:** \$ 46,700
- **Funding Source:** Water CPF (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget 115,000 Over Budget _____
- Budget Amendment Required _____
- **GL Number:** 62-0000-10700 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

N/A

Recommendation:

Staff recommends Commission action to approve the Professional Services Agreement with MSA Professional Services, dated 2/12/2026, or the 2026 Lead Service Line Replacement Project.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Professional Services Agreement - MSA Professional Services (signed 2/12/2026)

Reviewed by:	Date:	Comments:



Professional Services Agreement

MSA Project Number: 07815018

This AGREEMENT (Agreement) is made effective February 16, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz, Madison, WI 53704

Phone: (608) 242-6617

Representative: Kevin Lord

Email: klord@msa-ps.com

LAKE GENEVA UTILITY COMMISSION (OWNER)

Address: 361 W Main St, Lake Geneva, WI 53147

Phone: 262-248-2311

Representative: Josh Gajewski

Email: jgajewski@lgutilities.org

Project Name: Lead Water Service Line Replacement Projects

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: February 16, 2026
Approximate Completion Date: October 1, 2027

The estimated fee for the work is:

Phase 100 - Design & Bidding	
Task 101 - Project Administration, Management, Coordination and Meetings	\$6,500
Task 102 - Project Site Information	\$9,000
Task 103 - Design & Permits	\$16,200
Task 104 - Bidding & Construction Contracts	\$5,000
Phase 100 Subtotal:	\$36,700
Phase 200 - Allowances	
Task 201 - Alternate Design Evaluation	\$2,500
Task 202 - Temporary Construction Easements	\$5,000
Task 203 - Private Property Owner Coordination	\$2,500
Phase 200 Subtotal:	\$10,000
Total:	\$46,700

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

LAKE GENEVA UTILITY COMMISSION

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski
Utility Director
Date: _____

Kevin Lord
Team Leader
Date: 02/12/2026

Terri Meyerhofer
Project Manager
Date: 02/12/2026

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 01/26)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State in which the project is located.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State in which the project is located for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be in the County, in which the project is located.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

PROJECT DESCRIPTION

The project consists of:

1. Lead Service Line Replacement to be completed at various locations throughout the Utility's service area.
2. The Owner intends to replace the public side of lead service lines and coordinate with property owners to see if they are interested in funding the replacement of the private side of any adjacent private lead service lines.
3. Project assumptions:
 - a. The project will not require survey of each service line replacement area, but assumes one full day, including travel to and from, will be required to gather information necessary for bidding.
 - b. The project won't require erosion control or stormwater permits.
 - c. The project won't disturb wetlands or environmentally sensitive areas.
 - d. The number of lead service lines that will be replaced with this project is anticipated to range from ten (10) to fifteen (15) lead service lines.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Phase 100 – Design & Bidding

- **Task 101 - Project Administration, Management, Coordination and Meetings**

- **Admin & Management**

1. Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
2. Employ documented quality-assurance/quality-control procedures throughout project.

- **Utility Coordination**

1. Coordination and Communication

- a. Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
- b. Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.

- **Coordination**

1. Coordinate with Agencies (City Public Works) to determine traffic control needs and communicate anticipated project schedule and impacts.
2. Coordinate with City Public Works to determine roadway patch extents at service line replacement locations.
3. Other agencies are unknown due to locations being unknown at this point in the project. If additional agency coordination is required LGU to be notified of extra effort anticipated before work is done.

- **Meetings**

1. Attend up to four meetings or calls with staff to plan, discuss and finalize the project.
2. Unless otherwise noted, all meetings will take place remotely.

- **Task 102 – Project Site Information**

- GIS Basemap Data: utilize available GIS data to use as basemap data for the project plan sheets.

- Photo documentation: Determine and record locations of each service connection.
- Topographic Survey: collect location of existing features at the site for use as supplementary location information.
 - Assumes all necessary topographic information can be gathered in one full workday, with travel to/from the site.
 - Call in utility locate.
 - GIS linework will be used for property linework.
- **Task 103 – Design & Permits**
 - Water Design: Determine service and connection locations. Work with Owner to determine lead service replacements and extents. Prepare construction details.
 - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
 - Assumes WisDOT Standard Detail Drawings (SDDs) will be used in the plans, and specific WisDOT SDDs will be referenced for each water service replacement location with general notes about maintaining access to driveways and minimizing buffers.
 - Assumes the WisDOT SDD's will be modified for one specific location, but otherwise will remain unmodified for all other locations.
 - Roadway Design: Determine extents of roadway patches for each of the service line replacements. Prepare construction details. Coordinate with City DPW to verify roadway patch cross sections.
 - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
 - **Plan Preparation and Drafting**
 - Preliminary Plan Preparation: Prepare preliminary plans showing GIS basemap information and typical construction details.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development. Final plans will include:
 - a. Title Sheet
 - b. Construction Detail Sheets
 - c. Traffic Control Detail Sheets
 - d. Overview Sheets showing the lead service line replacement locations. It is assumed that overview sheets showing multiple service replacement locations on the same sheet will be utilized.
 - **Specifications**
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
 - **Permits**
 - Prepare permit application and required attachments for:
 - a. Permission to work in Right-of-Way (City)
- **Task 103 – Bidding & Construction Contracts**
 - Assist Owner in Advertising and Soliciting for Bids

- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Conduct an Electronic Bid Opening located at MSA's Office
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts.
- Administer construction contracts and coordinate signing of contract documents by parties.

2. Phase 200 – Allowances (\$10,000 Total)

- **Task 201 – Alternate Design Evaluation**
 - If it is determined that it's in the best interest of the utility to evaluate a given alternate design, as it relates to this project, MSA can perform alternate design evaluation upon request of the utility.
 - A \$2,500 allowance is included to assist with this effort, if necessary.
- **Task 202 – Temporary Construction Easements**
 - It is unknown at this time if temporary construction easements will be necessary.
 - A \$5,000 allowance is included to assist with this effort, if necessary and requested by the Owner.
- **Tasks 203-20[X] – Private Property Owner Coordination**
 - The Owner will complete coordination with private property owners and provide information and decisions to MSA.
 - Separate tasks will be created for each property owner so time associated with each owner can be tracked separately.
 - A \$2,500 allowance is included to assist with this effort, if necessary and requested by the Owner.

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
2. Preliminary Construction Cost Estimate
3. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
4. Final Construction Cost Estimate
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Construction Related Services
2. Survey mapping and monumentation.
3. Utility system modeling.
4. Funding applications and administration.

5. Additional meetings not specifically listed in the scope.
6. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
Feb. 2026	Owner approves Professional Services Agreement
March 2026	MSA begins work
May 2026	Preliminary Plans complete
June 2026	Final Plans complete, Permit applications submitted
June 2026	Bidding process
July 2026	Owner awards construction contract
July 2026 to Oct. 2026	Construction
Oct. 2027	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.

**ATTACHMENT B:
RATE SCHEDULE**

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support.....	\$184 – \$203/hr.
Land Surveying.....	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective November 30, 2025)

Building Inspection Permit Management	\$25/permit
Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.14/page \$0.16/page for DOT
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
Dini Laser Level	\$85/per day \$86/day for DOT
Drone Flight	\$375/flight \$330/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour \$2/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70/mile \$0.74/mile for DOT
Nuclear Density Testing	\$30/day \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 2/16/2026
Subject / Title: Verizon Lease - Host Tower
Submitted By: J.Gajewski

Background / Request

Verizon Wireless holds a lease with the Utility for equipment installed at the Host Drive Tower. The existing lease term (30 yr) is set to expire in 2028 and Verizon is beginning their process to amend the lease, and have provided the Utility with a Terms Sheet for consideration. The proposed new rent is an approximate \$9,500 per year reduction from the last year of the lease.

Fiscal Impact / Budget

- **Estimated Cost:** \$ N/A
- **Funding Source:** _____ (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget _____ Over Budget _____
 Budget Amendment Required _____
- **GL Number:** _____ (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

N/A

Recommendation:

Staff recommends the Commission deny Verizon's request to pursue a lump sum payment option. Staff requests direction from the Commission regarding negotiating terms for a lease amendment with Verizon Wireless.

Implementation/Next Steps

Name of Committee	Date of Meeting	Original Agenda Item #	Outcome
N/A			

Attachments (list all attachments that go with this item and memo)

Verizon Lease Terms Sheet

Reviewed by: Date: Comments:



February 10, 2026

Lake Geneva Water Commission
PO Box 187
Lake Geneva, WI 53147
Attn: Josh Gajewski
Site Name: Mwwi-140410

Site ID: 25160

Dear Josh,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** [\\$2,500.00](#) per month, commencing on [\(4/1/2028\)](#)
 - **New Rent Escalator:** [Five Percent \(5%\)](#) every 1 years (next increase on [\(4/1/2029\)](#))
 - **Additional Renewal Terms:** Four (4) additional five (5) year renewal terms
-

- **Lump Sum Payment Option:** Provide a one-time lump sum payment of **\$1,000,000.00**. In return, you will grant a perpetual easement on your property.

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to **February 17, 2026**.

Sincerely,



Lynne Rush
Lease Consultant
Lease Optimization - CENREV



O (469) 421-9101

180 Washington Valley Road, Bedminster, NJ 07921