



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, May 18, 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 April 20, 2026
5. Acknowledgement of Correspondence
6. Approval of April 2026 Financials
7. Approval of April 2026 Bills
8. Director's report
9. Discussion/Action regarding change order #1 submitted by Ultimate Backroads for the Hwy H Utility Improvement project
10. Discussion/Action regarding Professional Services Agreement with MSA Professional Services for water treatment plant generator sizing and site selection work
11. Discussion/Action regarding JWC Environmental quote for replacement headworks equipment
12. Discussion/Action on Smith & Loveless Inc quote for replacement pump at Big Foot Lift Station
13. Discussion/Action on gutter replacement at the water treatment plant and utility office
14. Discussion/Action on Equipment Transfer Agreement with US Cellular
15. 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 April 20, 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, De-Angelis, Smith, Fesenmaier, Binn & Marquardt

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 March 16, 2026, as prepared and distributed

De Angelis/Binn motion to approve. Passed unanimously on a voice vote.

Acknowledgement of Correspondence

None

Approval of March 2026 Financials

Binn/De Angelis motion to approve. Passed unanimously on a voice vote.

Approval of March 2026 Bills

Smith/Binn motion to approve. Passed unanimously on a voice vote.

Director's Report

Gajewski reviewed the submitted Director's report and advised the Commission of a treatment plant overflow from the heavy rains last week. A report was made to the WI DNR, and the required forms will be submitted this week. He also informed the Commission that the contractor working on the utility project on Hwy H hit the water main on Friday. It took a while to locate the shutoff as there was a left-handed valve that was not on any records. The contractor will be installing the new water services using a boring method and as part of that work they are making potholes in the road to confirm locations.

Presentation and review of 2025 Consumer Confidence Report

Gajewski said this information is published as required by the WI DNR and shows the prior year's operational data. It is published in the Lake Geneva Regional News as well as available for viewing or downloading from our website. Paper copies can be picked up at our office, at City Hall and at the library.

Discussion/Action regarding proposal by Viking Maintenance Ltd to install additional anchor bolts at the Center Street Tower

As part of the structural analysis work that was completed to evaluate post painting carrier equipment re-installations, additional anchor bolts are being recommended to ensure the stability of the tower. This work will be completed in May and of the four quotes received, Viking Maintenance was the lowest.

Binn/Fesenmaier motion to approve the quote from Viking Maintenance Ltd to install six additional anchor bolts at the Center Street Tower. Passed unanimously on a voice vote.

Discussion/Action regarding change order #1 for the Center Street Tank Repainting and Repair Project

The final design work for the carrier re-installations has been completed. Reinforcement for the handrail has now been recommended to be in the form of additional vertical supports rather than the back bracing specified in the bid. The contractor has revised their pricing to include this and staff recommend the change.

Krause/Binn motion to approve change order #1 for the Center Street Tower Repainting & Repair Project. Passed unanimously on a voice vote.

Discussion/Action regarding proposal by M.E. Simpson to conduct a distribution system leak survey

Gajewski explained that utilizing leak surveys over the past several years has enabled us to reduce our water loss from 25.6% in 2022 to 14.88% in 2025. This is a service that the utility would like to continue with and it was included in the budget for 2026.

Binn/Fesenmaier motion to approve the proposal from M.E. Simpson. Passed unanimously on a voice vote.

Discussion/Action regarding Pay Application #1 submitted by Ultimate Backroads LLC for the Sheridan Springs/CTH H Utility Improvements

This is the first application for payment and it has been reviewed by staff and the Project Engineer and is recommended for payment less a 5% retainage.

Krause/Fesenmaier motion to approve Payment Application #1 for the Hwy H Utility Improvement Project. Passed unanimously on a voice vote.

Discussion/Action regarding Non-Reimbursement Statements and Quit Claim Deed related to Utility interests within WisDOT Project 3170-09-20 W Main St/STH 50 project limits

Gajewski explained what exactly WisDOT is asking for and why. He said staff are ok with the requests and the city attorney has looked it over and has no objections.

Smith/De Angelis motion to approve. Passed unanimously on a voice vote.

Discussion/Action regarding revised terms proposed by Verizon for renewal of the Host Drive Tower lease.

This item is before the Commission for the third time. Discussion was had regarding the changes Verizon are requesting for renewal of their lease. Their current lease expires in April 2028. Discussion was had on the lump sum payment being offered for a perpetual easement and what else that includes. Discussion was had on the dollar value of the lease as it is currently and what the escalator is currently. It was decided to go into closed session to discuss lease terms.

De Angelis/Krause motion to go into 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 conducting 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.

The Commission convened into closed session on a unanimous roll call vote at 4:32pm.

Krause/De Angelis motion to return to open session pursuant to Wisconsin Statute 19.85 (2) and take action on any items discussed in closed session

The Commission returned to open session on a unanimous roll call vote at 4:46pm.

Binn/Krause motion to direct staff to return to negotiations as directed in closed session. Passed unanimously on a voice vote.

Adjourn

Binn/Smith motion to adjourn at 4:48pm. Passed unanimously on a voice vote.

/s/ J Busch

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

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

4 / 2026

FUND 61 - WASTEWATER UTILITY

REVENUES	Current Period	YTD	2026 Budget	YTD vs Budget	YTD % of Budget 33%	Prior YTD 2025	Prior YTD 5 Year Avg.
INTEREST EARNED	0	75,374	266,000	-190,626	28.3%	114,681	65,956
CUSTOMER SALES	14,793	516,770	2,184,637	-1,667,867	23.7%	558,227	499,120
OTHER REVENUE	1,776	5,139	581,695	-576,556	0.9%	7,599	5,044
CAPITAL CONTRIBUTIONS	4,103	40,694	48,117	-7,423	84.6%	19,769	36,927
TOTAL REVENUES	20,672	637,977	3,080,449	-2,442,472	20.7%	700,276	607,048
EXPENSES							
TOTAL OUTSIDE SERVICES	32,997	113,571	370,350	-256,779	30.7%	96,925	87,393
TOTAL OPERATING EXPENSES	4,096	9,874	51,100	-41,226	19.3%	9,617	9,777
TOTAL INSURANCE	0	0	35,500	-35,500	0.0%	0	6,197
TOTAL SALARY & BENEFITS	51,630	207,945	751,438	-543,493	27.7%	223,027	197,389
TOTAL LAB SUPPLIES	390	16,612	28,000	-11,388	59.3%	16,957	11,376
TOTAL MISCELLANEOUS EXPENSE	0	119	575	-456	20.7%	60	51
TOTAL MAINTENANCE	12,440	78,329	656,250	-577,921	11.9%	28,093	41,553
TOTAL OPERATION & MAINTENANCE EXPENSES	101,552	426,450	1,893,213	-1,466,763	22.5%	374,680	353,735
REVENUES OVER O&M EXPENSES	-80,880	211,527	1,187,236	-975,709		325,596	253,313
TOTAL CAPITAL OUTLAY	105,716	110,179	992,119	-881,939	11.1%	14,062	107,348
REVENUES OVER TOTAL EXPENSES	-186,597	101,348	195,118	-93,770		311,534	145,965
TOTAL CASH TRANSFERS	74,672	100,614	-117,117	217,731	-85.9%	161,157	801,626
NET CHANGE IN CASH BALANCE	-261,269	733	312,235	-311,501		150,378	-655,661

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Wastewater Utility Fund Cash	190,231	321,887	512,118
LGIP #10 - Capital Project Fund	4,039,058	0	4,039,058
LGIP #11 - Debt Service Fund	0	0	0
LGIP #12 - Impact Fee Fund	2,244,472	0	2,244,472
LGIP #13 - Equipment Replacement Fund	1,874,554	0	1,874,554
LGIP #14 - Wastewater Operating Reserves Fund	168,482	0	168,482
TOTAL WASTEWATER CASH AND INVESTMENT	8,516,797	321,887	8,838,684

LAKE GENEVA UTILITY COMMISSION

BUDGET COMPARISON THRU:

4 / 2026

FUND 62 - WATER UTILITY

REVENUES	Current Period	YTD	2026 Budget	YTD vs Budget	YTD % of Budget 33%	Prior YTD 2025	Prior YTD 5 Year Avg.
INTEREST EARNED	0	47,268	167,000	-119,732	28.3%	72,326	39,869
CUSTOMER SALES	1,166	435,941	1,905,672	-1,469,731	22.9%	443,282	426,673
OTHER REVENUE	5,832	166,209	1,329,722	-1,163,513	12.5%	161,554	152,075
CAPITAL CONTRIBUTIONS	2,530	27,253	31,878	-4,625	85.5%	14,350	31,526
TOTAL REVENUES	9,529	676,670	3,434,272	-2,757,602	19.7%	691,512	650,143
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	5,719	21,380	80,400	-59,020	26.6%	20,097	17,729
TOTAL SOURCE OF SUPPLY - MAINTENANCE	672	7,133	15,100	-7,967	47.2%	2,742	10,052
TOTAL PUMPING EXPENSE - OPERATION	6,325	28,097	84,700	-56,603	33.2%	20,755	19,708
TOTAL PUMPING EXPENSE - MAINTENANCE	657	2,878	112,600	-109,722	2.6%	4,461	15,346
TOTAL WATER TREATMENT - OPERATION	8,881	26,451	106,050	-79,599	24.9%	30,526	27,680
TOTAL WATER TREATMENT - MAINTENANCE	6,624	93,206	165,300	-72,094	56.4%	30,291	28,564
TOTAL TRANS. & DISTRIBUTION - OPERATION	6,274	24,549	108,200	-83,651	22.7%	22,221	17,266
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	16,325	43,654	321,450	-277,796	13.6%	58,480	62,602
TOTAL CUSTOMER ACCOUNTS	8,630	29,345	88,750	-59,405	33.1%	26,046	23,074
TOTAL ADMIN & GENERAL OPERATIONS	40,966	156,895	603,658	-446,763	26.0%	208,636	160,306
TOTAL OTHER EXPENSES	26,000	104,000	333,700	-229,700	31.2%	100,000	98,800
TOTAL OPERATION & MAINTENANCE EXPENSES	127,075	537,588	2,019,908	-1,482,320	26.6%	524,255	481,126
REVENUES OVER O&M EXPENSES	-117,546	139,082	1,414,364	-1,275,282		167,256	169,017
TOTAL CAPITAL OUTLAY	85,987	88,159	1,311,485	-1,223,326	6.7%	129,906	80,559
REVENUES OVER TOTAL EXPENSES	-203,533	50,923	102,879	-51,956		37,351	88,458
TOTAL CASH TRANSFERS	46,825	63,094	-102,878	165,972	-61.3%	105,487	281,825
NET CHANGE IN CASH BALANCE	-250,357	-12,171	205,757	-217,928		-68,136	-193,367

FUND CASH AND INVESTMENT SUMMARY	<u>Opening Balance</u>	<u>Period Activity</u>	<u>Ending Balance</u>
Water Utility Fund Cash	747,328	279,743	1,027,071
LGIP #1 - Capital Project Fund	2,615,405	0	2,615,405
LGIP #2 - Impact Fee Fund	1,369,548	0	1,369,548
LGIP #3 - Equipment Replacement Fund	916,417	0	916,417
LGIP #4 - Water Operating Reserves Fund	320,315	0	320,315
TOTAL WATER FUND CASH AND INVESTMENT	5,969,013	279,743	6,248,756

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				
028332	04/24/2026	HWY H DESIGN, CRS & BIDDIN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	21,559.53
028341	04/24/2026	HWY 50 DESIGN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	8,338.55
028665	05/11/2026	2026 CIPP	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	6,020.00
Total MSA PROFESSIONAL SERVICES INC:				35,918.08
PTS CONTRACTORS INC				
PROJ 0781501	02/04/2026	BFLS FM PROJECT-PAY APP #4	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	53,202.51
Total PTS CONTRACTORS INC:				53,202.51
ULTIMATE BACKROADS LLC				
07815014 PAY	04/03/2026	HWY H PAY APP #1	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	40,686.13
Total ULTIMATE BACKROADS LLC:				40,686.13
MSA PROFESSIONAL SERVICES INC				
028370	04/27/2026	WWTP FACILITIES PLAN	61-00-00-52160 ENGINEERING EXPENSE	7,024.00
Total MSA PROFESSIONAL SERVICES INC:				7,024.00
ALLIANT ENERGY/WPL				
280954000026	05/01/2026	HASKINS ST SEWER PLANT	61-00-00-52520 UTILITY-ELECTRICITY-PLANT	17,246.62
Total ALLIANT ENERGY/WPL:				17,246.62
WALTER AND SON WASTE HAULING LLC				
12205	05/04/2026	SPRING BIO-SOLID HANDLING	61-00-00-52950 BIO-MASS HAUL/REMOVE (SLUDGE)	14,570.00
Total WALTER AND SON WASTE HAULING LLC:				14,570.00
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	MISC OFFICE SUPPLIES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	40.06
MAR2026	04/01/2026	ML BLOWER MAINT	61-00-00-93603 MAINT-PROCESS EQUIP	167.72
Total AMAZON CAPITAL SERVICES:				207.78
Total 61:				168,855.12
62				
MSA PROFESSIONAL SERVICES INC				
028332	04/24/2026	HWY H DESIGN, CRS & BIDDIN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	34,166.65
028341	04/24/2026	HWY 50 DESIGN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	18,531.06
Total MSA PROFESSIONAL SERVICES INC:				52,697.71
ULTIMATE BACKROADS LLC				
07815014 PAY	04/03/2026	HWY H PAY APP #1	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	40,686.12

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ULTIMATE BACKROADS LLC:				40,686.12
VIKING MAINTENANCE LTD				
17232	05/11/2026	ANCHOR INSTALLATION CENTE	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	17,050.00
Total VIKING MAINTENANCE LTD:				17,050.00
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	LAB WIPES	62-00-00-64200 LABOR & EXPENSES (LAB)	86.38
MAR2026	04/01/2026	METER CONNECTORS	62-00-00-67600 MAINT OF METERS	235.00
MAR2026	04/01/2026	MISC OFFICE SUPPLIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	40.05
Total AMAZON CAPITAL SERVICES:				361.43
Total 62:				110,795.26
Grand Totals:				279,650.38

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$5000.00 included.

Paid and unpaid invoices included.

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

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				
LILY KARLS				
REFUND05-01	05/01/2026	REFUND OF DUPLICATE PYMT	01-00-00-13105 UTILITY CASH CLEARING	112.81
Total LILY KARLS:				112.81
Total 01:				112.81
61				
MSA PROFESSIONAL SERVICES INC				
028332	04/24/2026	HWY H DESIGN, CRS & BIDDIN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	21,559.53
028341	04/24/2026	HWY 50 DESIGN	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	8,338.55
028665	05/11/2026	2026 CIPP	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	6,020.00
Total MSA PROFESSIONAL SERVICES INC:				35,918.08
PTS CONTRACTORS INC				
PROJ 0781501	02/04/2026	BFLS FM PROJECT-PAY APP #4	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	53,202.51
Total PTS CONTRACTORS INC:				53,202.51
ULTIMATE BACKROADS LLC				
07815014 PAY	04/03/2026	HWY H PAY APP #1	61-00-00-10700 CONSTRUCTION WORK IN PROCESS	40,686.13
Total ULTIMATE BACKROADS LLC:				40,686.13
NORTHERN LAKE SERVICE INC				
2606205	04/21/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2606380	04/23/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2606911	04/30/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
2607321	05/07/2026	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	326.70
Total NORTHERN LAKE SERVICE INC:				1,306.80
MSA PROFESSIONAL SERVICES INC				
028370	04/27/2026	WWTP FACILITIES PLAN	61-00-00-52160 ENGINEERING EXPENSE	7,024.00
Total MSA PROFESSIONAL SERVICES INC:				7,024.00
WE ENERGIES				
5887727835	04/13/2026	HASKINS ST WEST BLDG-STOR	61-00-00-52500 UTILITY-GAS-PLANT	148.18
5888650507	04/13/2026	HASKINS ST WWTF-SEWER PL	61-00-00-52500 UTILITY-GAS-PLANT	356.42
5889167097	04/13/2026	HASKINS ST DEWATERING BLD	61-00-00-52500 UTILITY-GAS-PLANT	121.03
5885058841	04/08/2026	EDGEWOOD DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	12.68
5891713994	04/15/2026	LAGRANGE DR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	58.56
5892284833	04/15/2026	CADENCE CIR LIFT STN	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	11.22
5892443393	04/15/2026	BIG FOOT LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	16.55
Total WE ENERGIES:				724.64

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ALLIANT ENERGY/WPL				
143875000026	05/01/2026	191 HASKINS ST DEWATER BLD	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	380.33
280954000026	05/01/2026	HASKINS ST SEWER PLANT	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	17,246.62
507753000026	05/01/2026	361 W MAIN ST SIGN	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	24.93
974671000026	05/01/2026	361 MAIN ST HALLWAY	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	108.71
055361000026	05/01/2026	361 MAIN ST CC LIFT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	90.23
141180000026	05/04/2026	LAGRANGE DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	398.95
277971000026	05/01/2026	MARIANE TER LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	74.69
307955000026	05/01/2026	MAXWELL ST LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	63.21
327113000026	05/01/2026	BAYVIEW DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	51.70
599411000026	05/01/2026	361 STATE ROAD 120 BIG FOOT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	444.20
712306593326	05/01/2026	CADENCE CIR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	136.78
962961000026	05/04/2026	EDGEWOOD DR LIFT STN	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	195.99
Total ALLIANT ENERGY/WPL:				19,216.34
DUNN LUMBER				
2388946	05/01/2026	ORANGE SPRAY PAINT FOR CA	61-00-00-52950 BIO-MASS HAUL/REMOVE (SLUDGE)	18.58
Total DUNN LUMBER:				18.58
WALTER AND SON WASTE HAULING LLC				
12205	05/04/2026	SPRING BIO-SOLID HANDLING	61-00-00-52950 BIO-MASS HAUL/REMOVE (SLUDGE)	14,570.00
Total WALTER AND SON WASTE HAULING LLC:				14,570.00
ABT MAILCOM				
55312	04/24/2026	APR 2026 PAST DUE NOTICES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	498.22
Total ABT MAILCOM:				498.22
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	MISC OFFICE SUPPLIES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	40.06
Total AMAZON CAPITAL SERVICES:				40.06
CHARTER COMMUNICATIONS				
152474701042	04/21/2026	INTERNET SERV @ UTILITY DE	61-00-00-53100 OFFICE SUPPLIES EXPENSE	59.99
Total CHARTER COMMUNICATIONS:				59.99
FNBO				
5589 MAR 202	04/03/2026	VONAGE PHONE SERVICE	61-00-00-53100 OFFICE SUPPLIES EXPENSE	268.70
Total FNBO:				268.70
JAMES IMAGING SYSTEMS INC				
1686608	04/20/2026	SVC CONTRACT COPIER	61-00-00-53100 OFFICE SUPPLIES EXPENSE	79.50
Total JAMES IMAGING SYSTEMS INC:				79.50
AT&T				
262248865604	04/13/2026	PHONE SERVICES	61-00-00-53110 TELEPHONE EXPENSE	176.69
Total AT&T:				176.69

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
FNBO				
5589 APR 202	05/04/2026	VONAGE PHONE SERVICE APR	61-00-00-53110 TELEPHONE EXPENSE	134.12
Total FNBO:				134.12
PITNEY BOWES BANK INC RESERVE ACCOUNT				
PB050626	05/06/2026	POSTAGE METER FUNDS	61-00-00-53120 POSTAGE	500.00
Total PITNEY BOWES BANK INC RESERVE ACCOUNT:				500.00
PITNEY BOWES GLOBAL LEASE				
3322520595	05/11/2026	POSTAGE METER LEASE	61-00-00-53120 POSTAGE	87.00
3322520595	05/11/2026	POSTAGE METER LEASE	61-00-00-53120 POSTAGE	87.00
Total PITNEY BOWES GLOBAL LEASE:				174.00
COLUMN SOFTWARE PBC				
23DF32E0-000	04/24/2026	TPO NOTICE	61-00-00-53140 OFFICIAL PUBLICATIONS & NOTICE	39.45
Total COLUMN SOFTWARE PBC:				39.45
BAUMAN, KEN				
BAUMAN-05-0	05/05/2026	MILEAGE FOR WWOA CLASS	61-00-00-53300 TRAVEL & MILEAGE EXPENSE	63.80
BAUMAN-05-0	05/05/2026	CEU REIMBURSEMENT - WWO	61-00-00-53320 CONFERENCES & SCHOOL	36.23
Total BAUMAN, KEN:				100.03
FURGER, DEREK				
FURGER 04-1	04/14/2026	CEU REIMBURSEMENT	61-00-00-53320 CONFERENCES & SCHOOL	66.35
FURGER 04-2	04/29/2026	CEU REIMBURSEMENT	61-00-00-53320 CONFERENCES & SCHOOL	132.70
Total FURGER, DEREK:				199.05
BUMPER TO BUMPER				
662-511869	05/01/2026	DIESEL EXHAUST FLUID FOR B	61-00-00-53520 OPERATIONS-VEHICLES	22.99
Total BUMPER TO BUMPER:				22.99
VERIZON				
632000078126	05/01/2026	ASSET TRACKING 04/2026	61-00-00-53520 OPERATIONS-VEHICLES	101.22
Total VERIZON:				101.22
CULLIGAN OF BURLINGTON				
500X03433709	04/30/2026	LAB WATER	61-00-00-64000 LABORATORY SUPPLIES	119.46
Total CULLIGAN OF BURLINGTON:				119.46
SECURIAN FINANCIAL GROUP INC				
LIFE JUN 2026	05/12/2026	JUN LIFE	61-00-00-92630 LIFE INSURANCE EXPENSE	9.68
Total SECURIAN FINANCIAL GROUP INC:				9.68
FLOW CALIBRATION & PROTECTION SERVICES				
1585	05/11/2026	ANNUAL TESTING/CALIBRATIO	61-00-00-93600 MAINT-LAB EQUIPMENT	100.00
1585	05/11/2026	ANNUAL TESTING/CALIBRATIO	61-00-00-93601 MAINT-HEADWORKS EQUIP	811.86

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total FLOW CALIBRATION & PROTECTION SERVICES:				911.86
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	ML BLOWER MAINT	61-00-00-93603 MAINT-PROCESS EQUIP	167.72
Total AMAZON CAPITAL SERVICES:				167.72
ITU ABSORBTECH INC				
8718119	04/24/2026	SHOP RAGS	61-00-00-93700 MAINT-VEHICLES & EQUIP	26.45
Total ITU ABSORBTECH INC:				26.45
DUNN LUMBER				
2377535	04/22/2026	EPOXY & SILICONE FOR SAMP	61-00-00-93810 MAINT-MAINS	16.98
Total DUNN LUMBER:				16.98
HOME DEPOT CREDIT SERVICES				
3289-APR-202	05/05/2026	PARTS FOR MOUNTING FLUSHI	61-00-00-93810 MAINT-MAINS	196.49
3289-APR-202	05/05/2026	ADAPTER & FITTINGS FOR FLU	61-00-00-93810 MAINT-MAINS	26.87
Total HOME DEPOT CREDIT SERVICES:				223.36
ALLIANT ENERGY/WPL				
252422000026	05/01/2026	E STATE ROAD 50 GATE	61-00-00-93820 MAINT-RECEIVING STATION	24.27
054885000026	05/01/2026	E STATE ROAD 50 SEEPAGE	61-00-00-93830 MAINT-SEEPAGE CELLS/POND	79.66
Total ALLIANT ENERGY/WPL:				103.93
DUNN LUMBER				
2393449	05/05/2026	CAULK FOR CLARIFIER DOME	61-00-00-93840 MAINT-CLARIFIER	12.99
Total DUNN LUMBER:				12.99
Total 61:				176,653.53
62				
DIXON ENGINEERING INC				
26-0304	04/17/2026	CENTER TOWER PAINT - PROJ	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	2,250.00
Total DIXON ENGINEERING INC:				2,250.00
MSA PROFESSIONAL SERVICES INC				
028332	04/24/2026	HWY H DESIGN, CRS & BIDDIN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	34,166.65
028341	04/24/2026	HWY 50 DESIGN	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	18,531.06
028666	05/11/2026	2026 LSL REPLACEMENTS	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	92.00
Total MSA PROFESSIONAL SERVICES INC:				52,789.71
ULTIMATE BACKROADS LLC				
07815014 PAY	04/03/2026	HWY H PAY APP #1	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	40,686.12
Total ULTIMATE BACKROADS LLC:				40,686.12
VIKING MAINTENANCE LTD				
17232	05/11/2026	ANCHOR INSTALLATION CENTE	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	17,050.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total VIKING MAINTENANCE LTD:				17,050.00
ALLIANT ENERGY/WPL				
145511000026	05/01/2026	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	1,409.31
327391000026	05/01/2026	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	527.96
348370000026	05/01/2026	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	540.19
972745000026	05/01/2026	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	521.97
Total ALLIANT ENERGY/WPL:				2,999.43
WE ENERGIES				
5887579812	04/13/2026	WAVERLY ST WELLHOUSE #4	62-00-00-60300 MISC EXPENSES & UTILITY	33.44
5888254736	04/13/2026	HASKINS ST WELLHOUSE #5	62-00-00-60300 MISC EXPENSES & UTILITY	70.47
Total WE ENERGIES:				103.91
ALLIANT ENERGY/WPL				
347962000026	05/04/2026	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	205.26
576425000026	05/01/2026	MAIN ST ENGINE ROOM	62-00-00-62300 PUMPING POWER PURCHASED	4,900.59
717061000026	05/01/2026	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	215.08
Total ALLIANT ENERGY/WPL:				5,320.93
WE ENERGIES				
5887652816	04/13/2026	WATER DEPT MAIN BLDG	62-00-00-62300 PUMPING POWER PURCHASED	556.37
5888626513	04/13/2026	CENTER ST BOOSTER STN	62-00-00-62300 PUMPING POWER PURCHASED	40.03
Total WE ENERGIES:				596.40
DUNN LUMBER				
2393088	05/05/2026	SPRAY PAINT	62-00-00-62600 MISCELLANEOUS EXPENSE	15.18
2389705	05/01/2026	GALV PLUG FOR CENTER ST B	62-00-00-63300 MAINT PUMPING EQUIP	2.79
Total DUNN LUMBER:				17.97
ALLIANT ENERGY/WPL				
974671000026	05/01/2026	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	108.72
Total ALLIANT ENERGY/WPL:				108.72
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	LAB WIPES	62-00-00-64200 LABOR & EXPENSES (LAB)	86.38
Total AMAZON CAPITAL SERVICES:				86.38
IDEXX DISTRIBUTION CORP				
3198888858	04/16/2026	LAB QUANTI-CULT QA/QC	62-00-00-64200 LABOR & EXPENSES (LAB)	398.90
Total IDEXX DISTRIBUTION CORP:				398.90
NORTHERN LAKE SERVICE INC				
2605836	04/16/2026	MANGANESE MONTHLY TESTI	62-00-00-64200 LABOR & EXPENSES (LAB)	44.95
Total NORTHERN LAKE SERVICE INC:				44.95

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
USA BLUEBOOK				
INV01024465	04/21/2026	LAB REAGENTS	62-00-00-64200 LABOR & EXPENSES (LAB)	198.71
Total USA BLUEBOOK:				198.71
WI STATE LABORATORY OF HYGIENE				
840774	04/30/2026	MONTHLY FLOURIDE SPLIT	62-00-00-64200 LABOR & EXPENSES (LAB)	31.00
Total WI STATE LABORATORY OF HYGIENE:				31.00
ALLIANT ENERGY/WPL				
098433000026	05/01/2026	750 WILD RIDGE DR WATER TO	62-00-00-66100 MAINT OPS-STANDPIPES	148.28
520171000026	05/01/2026	1887 DODGE ST TOWER	62-00-00-66100 MAINT OPS-STANDPIPES	73.40
Total ALLIANT ENERGY/WPL:				221.68
WE ENERGIES				
5888590081	04/13/2026	770 WILD RIDGE DR	62-00-00-66100 MAINT OPS-STANDPIPES	10.56
Total WE ENERGIES:				10.56
HOME DEPOT CREDIT SERVICES				
3289-APR-202	05/05/2026	METER WIRE	62-00-00-66300 METER EXPENSE	91.27
3289-APR-202	05/05/2026	DUCT SEAL & BLADES	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	19.19
Total HOME DEPOT CREDIT SERVICES:				110.46
DUNN LUMBER				
2399739	05/11/2026	GALV NIPPLES & BUSHINGS FO	62-00-00-67200 RESERVOIR & STANDPIPES	11.96
Total DUNN LUMBER:				11.96
SCHMITZ READY MIX INC				
1234747-IN	03/17/2026	SLURRY MAIN BREAK CEYLON	62-00-00-67300 MAINT OF MAINS & VALVES	3,085.00
Total SCHMITZ READY MIX INC:				3,085.00
USA BLUEBOOK				
INV01024465	04/21/2026	MARKING PAINT	62-00-00-67300 MAINT OF MAINS & VALVES	226.07
Total USA BLUEBOOK:				226.07
WILMAR PUMP & SUPPLY INC				
0240667-IN	04/17/2026	CURB BOX REPAIR PIPING	62-00-00-67500 MAINT SERVICES & CURB BOX	154.29
Total WILMAR PUMP & SUPPLY INC:				154.29
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	METER CONNECTORS	62-00-00-67600 MAINT OF METERS	235.00
Total AMAZON CAPITAL SERVICES:				235.00
CENTRAL PRINTING AND MEDIA SOLUTIONS				
1963565	04/27/2026	METER RECORD PADS	62-00-00-67600 MAINT OF METERS	296.99
Total CENTRAL PRINTING AND MEDIA SOLUTIONS:				296.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
CORE & MAIN LP				
Y887864	04/21/2026	OMNI REGISTERS	62-00-00-67600 MAINT OF METERS	4,933.51
Total CORE & MAIN LP:				4,933.51
ABT MAILCOM				
55312	04/24/2026	APR 2026 PAST DUE NOTICES	62-00-00-90300 RECORDS & COLLECTION EXPENSE	498.23
Total ABT MAILCOM:				498.23
AMAZON CAPITAL SERVICES				
MAR2026	04/01/2026	MISC OFFICE SUPPLIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	40.05
Total AMAZON CAPITAL SERVICES:				40.05
AT&T				
262248865604	04/13/2026	PHONE SERVICES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	176.69
Total AT&T:				176.69
CHARTER COMMUNICATIONS				
152474701042	04/21/2026	INTERNET SERV @ UTILITY DE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	60.00
Total CHARTER COMMUNICATIONS:				60.00
ECKLUND, JEFFREY				
ECKLUND05-1	05/13/2026	CEU'S & LICENSE RENEWAL	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	419.08
Total ECKLUND, JEFFREY:				419.08
FNBO				
5589 APR 202	05/04/2026	VONAGE PHONE SERVICE APR	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	134.12
5589 MAR 202	04/03/2026	GAJEWSKI WRWA CONFERENC	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	392.96
5589 MAR 202	04/03/2026	GAJEWSKI WRWA CONFERENC	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	599.47
Total FNBO:				1,126.55
JAMES IMAGING SYSTEMS INC				
1686608	04/20/2026	SVC CONTRACT COPIER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	79.49
Total JAMES IMAGING SYSTEMS INC:				79.49
LEE ADVERTISING				
163697-1	04/22/2026	2025 CCR PUBLISHED	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	525.42
Total LEE ADVERTISING:				525.42
PITNEY BOWES BANK INC RESERVE ACCOUNT				
PB050626	05/06/2026	POSTAGE METER FUNDS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	500.00
Total PITNEY BOWES BANK INC RESERVE ACCOUNT:				500.00
RACHWAL, TYLER				
RACHWAL 04-	04/14/2026	CEU REIMBURSEMENT	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	66.35
Total RACHWAL, TYLER:				66.35

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TREVIPAY-WALMART				
8fa07640	05/06/2026	COFFEE & FILTERS	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	142.38
Total TREVIPAY-WALMART:				142.38
CLEAN WATER ENGINEERING LLC				
1144	05/04/2026	APRIL CROSS CONNECTION IN	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	570.00
Total CLEAN WATER ENGINEERING LLC:				570.00
FLOW CALIBRATION & PROTECTION SERVICES				
1583	05/11/2026	BACKFLOW PREVENTOR TESTI	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	290.90
Total FLOW CALIBRATION & PROTECTION SERVICES:				290.90
SECURIAN FINANCIAL GROUP INC				
LIFE JUN 2026	05/12/2026	JUN LIFE	62-00-00-92630 LIFE INSURANCE EXPENSE	14.05
Total SECURIAN FINANCIAL GROUP INC:				14.05
DUNN LUMBER				
2400828	05/12/2026	WINDSHIELD WASHER FLUID	62-00-00-93300 TRANSPORTATION EXPENSE	3.49
Total DUNN LUMBER:				3.49
VERIZON				
632000078126	05/01/2026	ASSET TRACKING 04/2026	62-00-00-93300 TRANSPORTATION EXPENSE	101.23
Total VERIZON:				101.23
Total 62:				136,582.56
Grand Totals:				313,348.90

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
----------------	--------------	-------------	----------------------	--------------------

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: May 2026 Director's Report

WATER OPERATIONS

Work on the Center St. Tower Painting Project continues, which has been advanced to start on June 1st. The additional tower anchors have been installed since April's approval, and the demobilization of several of the Carrier's equipment has started. Deployment of the Utility's pressure tanks is slated to begin May 18th, and the remaining site and equipment preparations will continue until the start of construction.

Work on the Hwy H Utility Improvements Project continues and is expected to be completed the week of May 25th. In the days following the completion of the Utility work, the County paving project is scheduled to begin with the deployment of traffic control items. Their work contemplates a completion shortly before Labor Day.

Spring hydrant flushing was completed during the first week of May.

The distribution leak survey work, which was focused on the metallic main portions of the system, was completed on May 13th. The survey did not reveal any sources of potential water loss, so Staff is hopeful that the annual pumping comparison will support that finding.

WASTEWATER OPERATIONS

Spring biosolids land application was completed in late April, and the associated DNR reporting will be finalized in the coming weeks.

Staff continued to evaluate equipment needs in response to the April weather events, and several items were noticed for Commission action in May.

Staff maintenance activities continued in the collection system, with dead-end main flushing being completed in early May. Additionally, Staff attended several training sessions over the last month.

OFFICE & ADMINISTRATION

Regular quarterly collections have closed, and disconnections for delinquency are scheduled for May 18th.

Work on the 2025 Financial Audit and annual PSC report has been completed by Staff. Lauterbach & Amen plan to submit the PSC report in May, and we should have preliminary audit reports near the end of May or early June.

Staff have participated in several more coordination meetings with BS&A over recent weeks, and have several more planned over the coming weeks. This project remains on track for a Go Live date in March of 2027.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 5/18/2026
Subject / Title: Change Order #1 Hwy H Utility Improvements
Submitted By: J.Gajewski

Background / Request

During the construction of the water improvements, the Utility Director approved the installation of a 12" main valve that was not included in the project plans, to expedite field construction and improve future system operations. During the construction of water services, the Contractor hit an existing water service that had been mis-marked by the Utility while responding to the Contractor's locate request. The emergency repairs were approved in the field by the Utility Director. The prepared project Change Order #1 will formally increase the contract amount for the project to reflect the additional scopes of work.

Fiscal Impact / Budget

- **Estimated Cost:** \$ 12,622.54
- **Funding Source:** CPF (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget Over Budget
- Budget Amendment Required Pending project closeout
- **GL Number:** 62-0000-10700 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

None

Recommendation:

Staff recommends approval of Change Order #1 for the Highway H Utility Improvements Project.

As previously discussed, Staff anticipates preparing a mid-year budget amendment for Commission consideration, including budgetary changes related to this 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)

Highway H Change Order 1_2026.05.13

Reviewed by: Date: Comments:

CHANGE ORDER NO. 01

Owner:	Lake Geneva Utility Commission	Owner's Project No.:	
Engineer:	MSA Professional Services	Engineer's Project No.:	07815014
Contractor:	Ultimate Backroads, LLC.	Contractor's Project No.:	
Project:	Sheridan Springs Road / CTH H – Utility Improvements		
Contract Name:	Utility Improvements		
Date Issued:	5/07/2024	Effective Date of Change Order:	5/07/2024

The Contract is modified as follows upon execution of this Change Order:

Description: Addition of a 12-inch gate valve item and cost to project scope. New gate valve to be installed on existing 12-inch watermain at intersection of CTH H / Sheridan Springs Road and Center Street. Additional work and charge for discovery of an unanticipated 6" utility discovery and remediation in bore pit at Sta 11+32. Existing copper service was damaged and repaired with additional downtime for water main shutdown and pumping.

Attachments:

Exhibit A: See attached pricing information provided by Contractor for additional 12-inch gate valve.

Exhibit B: See attached pricing information provided by Contractor for watermain service break and repair.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 551,220.75	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 551,220.75	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] this Change Order: \$ 12,622.54	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 563,843.29	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: 

William Foster

Title: Project Engineer, MSA

Date: 5/13/26

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

EXHIBIT A



Ultimate Backroads LLC
PO Box 576
Genoa City, WI 53128

Authorized Unit Purchase

Date: 4/17/2026

Change Order No.: 001

Contract No.: MSA PN# 07815014

Supplier: Ferguson Waterworks

General Contractor:

Description: 12" gate valve install. Center and
Sheridan Springs

Date of Work: 4/20/2026

Amount: \$7,799.71



Force Account Billing

Description of Work: 12" gate valve
 Date of Work: 4/16/26 - 4/23/26
 Location of Work: Sheridan Springs/ Center
 Reference No.:
 Ultimate Backroads RFC No.:
 General Contractor:

Contract No.:
 Contract Location:

LABOR	Mon					Tues					Wed					Thurs					Fri					UNIT	TOTAL		PRICE/UNIT	TOTAL
	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT								
Labor Foreman																					Hours		\$ 49.33	\$ -						
Laborer																					Hours		\$ 44.78	\$ -						
Laborer	4.00																				Hours	4.00	\$ 44.78	\$ 179.12						
Laborer	4.00																				Hours	4.00	\$ 44.78	\$ 179.12						
Operator Foreman	4.00																				Hours	4.00	\$ 47.77	\$ 191.08						
Operator	4.00																				Hours	4.00	\$ 46.77	\$ 187.08						
Operator	4.00																				Hours	4.00	\$ 46.77	\$ 187.08						
Operator																					Hours		\$ 46.77	\$ -						
Operator																					Hours		\$ 46.77	\$ -						

Laborer Union Fringe Benefits	8.00 Hours @ \$ 26.46	\$ 211.68
Operator Union Fringe Benefits	8.00 Hours @ \$ 30.90	\$ 247.20
Total Hours	16.00 Hours	
Subtotal Labor & Fringe		\$ 1,382.36
Workmans Comp.	1.82% of 923.48	\$ 16.81
Fed Unempl Tax	0.60% of 923.48	\$ 5.54
State Unempl Tax	3.05% of 923.48	\$ 28.17
Fed Social Sec. (Payroll)	7.65% of 923.48	\$ 70.65
General Liability/ liability	12.69% of 923.48	\$ 117.19
Subtotal Taxes & Insurance		\$ 238.36
Total Labor		\$ 1,620.72

EQUIPMENT	Mon					Tues					Wed					Thurs					Fri					UNIT	TOTAL		PRICE/UNIT	TOTAL
	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT								
Ford F350 Utility Truck																					Hours	4.00	\$ 19.22	\$ 76.88						
GMC Chevy Utility Truck																					Hours		\$ 20.93	\$ -						
Ford F350 Dump Truck																					Hours		\$ 44.28	\$ -						
JD 85D Excavator																					Hours		\$ 70.84	\$ -						
JD 85G Excavator																					Hours	4.00	\$ 72.39	\$ 289.56						
JD 225D Excavator																					Hours		\$ 82.37	\$ -						
JD 245G Excavator																					Hours		\$ 99.45	\$ -						
JD 350G Excavator (2012)																					Hours		\$ 123.60	\$ -						
JD 350G Excavator (2013)																					Hours		\$ 123.82	\$ -						
Komatsu PC200LC-10 Excavator																					Hours		\$ 93.57	\$ -						
Komatsu PC300LC-11 Excavator																					Hours		\$ 132.22	\$ -						
JD 384L Wheel Loader																					Hours	4.00	\$ 33.65	\$ 134.60						
JD 333E Track Loader																					Hours		\$ 94.28	\$ -						
JD 333G Track Loader																					Hours		\$ 85.26	\$ -						
JD 410L Wheel-Combo Loader																					Hours		\$ 91.58	\$ -						
JD 544L Wheel Loader																					Hours		\$ 52.01	\$ -						
JD 544X Wheel Loader																					Hours		\$ 58.78	\$ -						
JD 624K Wheel Loader																					Hours		\$ 68.70	\$ -						
JD 624P Wheel Loader																					Hours		\$ 77.81	\$ -						
JD 655C Crawler Loader																					Hours		\$ 109.61	\$ -						
JD 655K Crawler Loader																					Hours		\$ 109.61	\$ -						
Kawasaki 7027 Wheel Loader																					Hours		\$ 54.40	\$ -						
Vermeer RT950 Chain Trencher																					Hours		\$ 186.28	\$ -						
Vermeer T450 Chain Trencher																					Hours		\$ 83.48	\$ -						
Vermeer T5550T Chain Trencher																					Hours		\$ 801.52	\$ -						
Chieftain Powerscreen																					Hours		\$ 247.76	\$ -						
Peterbilt Semi																					Hours		\$ 65.43	\$ -						
Lowboy Rear Dump Semi Trailer																					Hours		\$ 9.61	\$ -						
Trailer - Lowboy 3023																					Hours		\$ 35.98	\$ -						
Indelco IHC-150 Backhoe Mounted Compactor																					Hours		\$ 38.81	\$ -						
Wacker Neuson WP1550A Hand Held Compactor																					Hours		\$ 7.14	\$ -						
Trimble																					Hours		\$ 21.88	\$ -						
Trench Box Rental (8x20)																					Hours		\$ 12.50	\$ -						

TOTAL EQUIPMENT EXPENSE \$ 501.04

MATERIAL and RECEIPTS

UNIT	TOTAL	PRICE/UNIT	TOTAL
12" valve	1.00	\$ 3,970.00	\$ 3,970.00
3/4 bedding	2.00	\$ 22.00	\$ 44.00
mega lugs	2.00	\$ 124.00	\$ 248.00
Valve box	1.00	\$ 116.00	\$ 116.00

TOTAL MATERIAL EXPENSE \$ 4,378.00

SUB CONTRACTORS

UNIT	TOTAL	PRICE/UNIT	TOTAL
			\$ -
			\$ -

TOTAL SUB CONTRACTOR EXPENSE \$ -

MOBILIZATION

UNIT	TOTAL	PRICE/UNIT	TOTAL
Hours			\$ -
			\$ -

TOTAL MOBILIZATION EXPENSE \$ -

	Cost	w/Markup (35%)
TOTAL LABOR	\$ 1,620.72	\$ 2,187.97
TOTAL EQUIPMENT	\$ 501.04	\$ 676.40
TOTAL MATERIAL	\$ 4,378.00	\$ 5,910.30
TOTAL SUBCONTRACTOR	\$ -	\$ -
TOTAL MOBILIZATION	\$ -	\$ -
SUBTOTAL	\$ 6,499.76	\$ 8,774.68

T&M BILL TOTAL \$ 6,499.76

EXHIBIT B



Ultimate Backroads LLC

PO Box 576

Genoa City, WI 53128

CHANGE ORDER BILLING

Date: 4/28/2026

Change Order No.: 001

Contract No.: Project # 07815014

Supplier: Saddle provided by Lake Geneva

General Contractor: Ultimate Backroads

Description: Unanticipated 6" utility discovery and remediation in bore pit at STA 11+32. Crew struck copper service during excavation; City delayed shutdown until 3:45 PM due to backwards valve at Center Street. Change order covers labor, equipment, and materials for full remediation

Date of Work: 4/17/2026

Amount: \$4,822.83

UTILITY & PROPERTY DAMAGE REPORT

JOB #: 26012	FOREMAN: Greg Vos	DATE: Fri Apr 17th 2026	
REPORT PREPARED BY: Greg V			
NAME OF COMPANY YOU ARE WORKING FOR: Ultimate Backroads			

PART 1 - ANSWER ALL QUESTIONS

TIME AND PLACE

DATE OF OCCURRENCE: 4/17/26	HOUR: 12 - 12:15 P.M.
ADDRESS OF OCCURRENCE: Sheridan Springs Rd, Lake Geneva WI	
MUNICIPALITY: City of Lake Geneva COUNTY: Walworth STATE: WI	

ON SITE EMPLOYEE

FOREMAN: Greg Vos	OPERATOR: Leo G Claytor H	OTHER: Dwaylon H Luis B
-------------------	---------------------------	-------------------------

WITNESS

Gather all names and addresses of eyewitnesses of the incident, i.e. Locators, Repairmen, and Inspectors.

NAME: Andrew Mixon	ADDRESS: MSA	PHONE: 414-704-9849
NAME:	ADDRESS:	PHONE:
NAME:	ADDRESS:	PHONE:

PART 2 - COMPLETE FOR UTILITY / PROPERTY DAMAGE

NAME OF OWNER/UTILITY: Lake Geneva Water Utility	
OWNER ADDRESS:	
DESCRIBE DAMAGE AND HOW IT OCCURRED:	
Crew find unknown 6" pipe and notify me to look at it. I instructed them to stay away from it and do a little more digging in the front of the trench to fit a trench box in. at that time they pushed down on a copper service that pulled out of the 6" pipe causing the trench to flood. city could not provide a good shutdown on that 6" until 330pm.	

WAS DAMAGE OUR FAULT? (Yes) [No]	
EXPLAIN: Service in unexpected location in bore pit. City unable to provide timely shutdown — extended work day and costs.	

PHOTO TAKEN? (Yes) (No)	BY WHOM? Greg Vos
WAS UTILITY PROPERTY MARKED? (Yes) (No)	Yes — mismarked
UNDERGROUND LOCATION REQUEST MADE? (Yes) (No)	DIG #:
JOB START DATE:	

PLEASE WRITE ANY ADDITIONAL INFORMATION ON THE BACK OF THIS SHEET

Daily Report - Sheridan Springs/CTH H Utility Improvements (LG) (26012)

Date: 4/17/2026



Gregory Vos (10017)



6:05 AM, Rain, Partially cloudy, 51 °F, 92.91% Humidity, 6.9 MPH Winds

Note

Crew start the day by digging on south side receiver pit at STA 11+32 then bedding stone on three water services prior to slurry fill in holes. 8: 44 AM slurry filling begin crew remove trench boxes and shoring as the slurry arrives last truck of slurry 10:30 .crew move east of Center street and saw cut sidewalks on south side receiver. Then back to dig bore pit at north side STA 11+32 . Crew find 6" pipe in bore pit running east and west I instructed them to dig to south to provide space for trench box they were just about ready to set box when they pulled the service corp out of the main . 12:15 Andrew notify city for shut down crew dewater with two 2" electric then Dave R . Rent 2" trash pump still couldn't keep up with water city struggle to get shut down until they realize there was a backwards valve at center street 3:45 finally shut down crew expose main and dig for copper service line . Install band and corp reconnect water service

Transaction Tags

VIS-INSPECTOR - Andrew M / MSA

No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No notes found



No photos found



📄 Notes

Gregory Vos (10017)

27.26012 : Temporary Water Services

Internal Transaction Tags **Public**

Clean up and backfill
GEN - STA 14+25
STA 13+50
STA 12+25

37.26012 : Utility Trench Slurry Backfill

Internal Transaction Tags **Public**

Inspector receive copy of each load ticket
GEN - North and south boring pits

Ultimate Backroads LLC

HeavyJob | <https://heavyjob.hcssapps.com/> | 855-231-7878

STA 14+25
 STA 13 + 50
 STA 12+25

Time Card

Gregory Vos (10017)

Shift 1

Cost Codes #1-2

Code	Name	Pay Class/Cost Type	27.26012	37.26012	Resource Total
10017	Gregory Vos	OPFM	6 / 3	2	11
↳ TK002	2014 Ford F350 Utility Truck (Greg)		11		11
10039	Gary (Leo) Jerrett	OPCL2	6 / 2.5	2	10.5
↳ EX002	JD 27C Mini Excavator		4		4
↳ 80201	JD 85G Excavator		6		6
10019	Clayton (UB Sr) Honaker Jr	OPCL2	6 / 2.5	2	10.5
↳ TK003	2012 Ford F550 Dump Truck		2		2
↳ 80302	JD 333E Track Loader		1		1
↳ 80301	JD 304J Wheel Loader		7		7
10020	Brandon Haskins	LABJ	6 / 2.5	2	10.5
10038	Luis Becerra	LABJ	6 / 2.5	2	10.5

Cost Adjustments



STORE 4916 Lake Geneva
550 N Edwards Blvd
Lake Geneva, WI 53147
(262)249-4830

Rental Center Hours

MON 6A-8P TUE 6A-8P WED 6A-8P THU 6A-8P FRI 6A-8P SAT 6A-8P SUN 9A-8P

CONTRACT #: 205822
Status: CLOSED

DAVID REX
5915 CHRISTINE CT
BURLINGTON, WI 53105
(262) 206-7531

ACTUAL DURATION

3 Hours, 14 Minutes

Deposit Trans Register # 90 Transaction # 97452
Refund Trans Register # 90 Transaction # 97783

PO # LG Date 04/17/26 eDeposit # 4916260417073160820582298
PO # LG Date 04/17/26 eDeposit # 4916260417073160820582298

Customer Name DAVID REX
Date Out: 04/17/2026 - 1:16 PM
Date Due: 04/17/2026 - 5:15 PM
Date In: 04/17/2026 - 4:30 PM

Tool Description	Charges	Amount
Gas Trash Pump 2" (04-484-09728)	Tool Rental Fee	\$67.00
(1) Discharge Hose 50'X2" (1) Intake Hose 2"	Subtotal	\$67.00

Rental Subtotal	\$67.00
Damage Protection*	\$10.05
Sales Tax	\$4.24
Contract Total	\$81.29
Deposit - PAID 04/17/26 (MASTERCARD ending 2916)	\$100.00
Balance Returned (MASTERCARD ending 2916)	-\$18.71
Outstanding Balance	\$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to ensure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 5/18/2026
Subject / Title: WTP Generator Sizing Work
Submitted By: J.Gajewski

Background / Request

The 2026 Water Utility budget included funding to begin the design of a replacement generator at the Water Treatment Plant (WTP). The prepared scope of services includes a preliminary evaluation of potential generator size(s), controls integration options, and siting location(s) within the Utility property. The work would narrow the scope of services required during design, and would streamline the timeline associated with upcoming phases of the project.

Fiscal Impact / Budget

- **Estimated Cost:** \$ 19,500
- **Funding Source:** CPF (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget 110,000 Over Budget _____
 Budget Amendment Required _____
- **GL Number:** 62-0000-92300 (If applicable, note grant awards, cost-sharing, or capital plan references.)

Ordinance/Policy Implications/Changes:

None

Recommendation:

Staff recommends approval of WTP Generator Sizing and Siting scope of services with MSA Professional Services.

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)

WTP Generator Sizing & Siting PSA

Reviewed by:	Date:	Comments:



MSA Project Number: 07815020

This AGREEMENT (Agreement) is made effective May 14, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 247 W Freshwater Way, Milwaukee, WI 53204

Phone: (414) 296-4333

Representative: Terri Meyerhofer, PE

Email: tmeyerhofer@msa-ps.com

LAKE GENEVA UTILITY COMMISSION (OWNER)

Address: 361 W. Main Street, Lake Geneva, WI 53147

Phone: (262) 248-2311

Representative: Josh Gajewski

Email: jgajewski@lgutilities.org

Project Name: Lake Geneva Utility - water Treatment Plant Generator & Site Design

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

The schedule to perform the work is: Approximate Start Date: June 1, 2026
Approximate Completion Date: August 31, 2026

The estimated fee for the work is: \$19,500

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: _____

Lance Teunissen

Lance Teunissen, PE

Team Leader

Date: 5/14/2026

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 BACKGROUND

The Lake Geneva Utility Commission manages and operates a Water Treatment Plant (WTP) that provides treated drinking water for the City of Lake Geneva, Wisconsin. The facility is designed to meet Wisconsin Administrative Codes NR 811 and other sections that apply. The current treatment train consists of a pressure sand filtration unit and packed aeration tower for iron removal. Water storage reservoirs and high service booster pumps provide transmission to the distribution system. Disinfection via chlorination and fluoridation are also provided at the facility. The WTP is legacy infrastructure within the community and has undergone several upgrades to expand its water treatment capabilities, evolving with demand and regulatory requirements. Over time, the expansions have resulted in a mix of equipment types and ages in accordance with the era during which the improvements were made. The facility has maintained reliable water production and treatment despite its mix of new and old components. However, backup power replacement is essential to maintain reliable services during power outages or other emergency scenarios.

The existing backup power generator is a 300 kW rated diesel-fired engine with alternator set configured to supply 480V, 3-phase Power. Based on a preliminary site investigation, it was estimated that approximately 450 kW would be required to support critical loads during an emergency scenario. The plant staff also noted that part availability (due to obsolescence) was a significant obstacle when making decisions to bring the generator into service. Replacement with modern equipment capable of meeting demands is critical.

In contrast to direct equipment replacement, additional maintenance and safety improvements are needed, along with capacity upgrades to address current regulatory requirements, and modifications to enable consolidation of power distribution equipment. To meet current fire and electrical code clearance zones and working access requirements, the new generator equipment is proposed to be located exterior to the building. The site design will include grading, utilities, stormwater management, and landscaping to support generator installation while also aiming to preserve curb appeal and provide screening from primary vehicle and pedestrian corridors.

To address these concerns, the facilities require an emergency power improvement project. There are multiple configurations of the number, size, and type of generator equipment which may be supplied. To better define the scope of the project, MSA proposes this Agreement to begin the Sizing Study & Site Selection Phase of the project, as described below. Upon completion of this phase, additional design services will be necessary to complete the design of the project, through an amendment to this agreement.

SCOPE OF PROJECT

The scope of the upgrades includes modifications and additions to the existing WTP needed to replace the existing emergency power generator. ***Further detail will be***

determined during the Sizing Study & Site Selection. A final scope of project will be further delineated in a Final Design Services amendment to this agreement to be executed at a later date.

SCOPE OF SERVICES

MSA will provide the services as set forth below:

1. Phase 100 - Generator Sizing Study

a. Task 101 - Review & Evaluate Conditions

- i. Develop design guidance criteria per the following codes, current version:
 1. National Electrical Code (NEC)
- ii. Review Electrical Loads (provided by Commission)
- iii. Identify critical loads with plant Staff – current and future
- iv. Stand-by Generator Sizing
- v. Determine Automatic Transfer Switch and Fused Disconnect Switch Locations
- vi. Utility Company Service Requirements Correspondence

b. Task 102 - Generator Virtual Workshop

- i. Generator Virtual Workshop with Commission
- ii. Present 3 concepts for generator configuration
 1. Fuel Type
 2. Simplex or Parallel Units
 3. Footprint
- iii. Revisions to 2 concepts per direction by Commission

c. Task 103 - Electrical One-Line Concept Development

- i. Develop Electrical One-Line Concept

2. Phase 200 – Generator Site Selection

a. Task 201 - Review & Evaluate Conditions

- i. Code Evaluation
- ii. Wisconsin Administrative Code (NR811)
 1. Wisconsin Building Code (Including ADA)
- iii. Develop design guidance criteria per the City ordinances and zoning requirements.
- iv. Analyze existing site features, clearances, access, and appearances.

b. Task 202 – Concept Development

- i. Summarize options for site screening and sound attenuation. Develop up to 3 concepts (one generator configuration in each) for generator facilities siting.

c. Task 203 - Preliminary Engineering Design Report

- i. Summary of findings and information collected during Generator Sizing and Site Selection phase including:
 1. Summarize basis of design for equipment sizing & selection
 2. Summarize scope of project to replace generator
 3. Conceptual generator footprint and location

4. Conceptual ATS and Disconnect locations
 5. Conceptual site plan
- ii. Opinion on Probable Construction Cost

OWNER REQUIREMENTS

The following are additional requirements of the OWNER associated with the completion of this project:

1. Timely review, response, input and decisions on all items needed to complete the design study as outlined herein.
2. Provide summary list of all connected loads on electrical system – Lighting and Motor loads. Lighting loads identified as transformer sizes feeding panels.
3. Provide applicable design drawings, WTP demands and loads schedule, and access to facilities as required.

ADDITIONAL SERVICES

The following services are not included in the Scope of Services, and if needed, or requested by Owner, would be provided as an additional service or amendment to this professional services agreement.

1. Final Design documents – to be executed at a later date after generator size and number are selected.
2. Meetings & site visits not outlined in the scope.
3. Bidding services. *Any bidding services will be part of a future contract amendment after preliminary design phase.*
4. Construction Related Services (CRS). *CRS will be part of future contract amendment after design and bidding services.*
5. Funding Application & Administration Services. *These services would be part of separate contracts with MSA.*
6. Permit Applications.
7. Project Submittal to WDNR for Agency Review
8. Property Acquisition & Easement Assistance.
9. Surveying and LiDAR scanned existing conditions services. *Surveying will be part of future contract amendment after completion of this preliminary design phase.*
10. Geotechnical Investigation
11. Hazardous Material survey and testing. *HazMat will be part of future contract amendment after preliminary design phase.*
12. Wetland and Floodplain delineation.

**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 April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page \$0.13/page for DOT
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/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: 5/18/2026
Subject / Title: JWC Quote - Headworks Equipment
Submitted By: J.Gajewski

Background / Request

The WWTP headworks grinder experienced a mechanical failure on April 18th due to a heavy duty cycle related to the heavy rain and high flows. A quote for a direct replacement unit has been obtained from the manufacturer's area distributor. Utility staff would perform the removal and replacement work necessary to restore the equipment's operation.

Fiscal Impact / Budget

- **Estimated Cost:** \$ 22,160.60
- **Funding Source:** CPF (e.g., General Rev., CPF, ERF, Grants)
- **Budget Status:** Within Budget 50,000 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:

None

Recommendation:

Staff recommends approval of quote C-137023-H5C7, provided by JWC Environmental.

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)

JWC Grinder 04.27.2026

Reviewed by: Date: Comments:



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 6000593

Lake Geneva Water Commission WWTF
 201 Haskins St
 Po Box 187
 Lake Geneva, WI 53147-0187

UNITED STATES

Quote Number: C-137023-H5C7

Quote Date: 04/27/2026

Terms: Net 30 Days

Pricing: Valid 60 Days

FOB: Origin

Lead Time: 4-5 Weeks ARO/Shipping and Handling Included

Grinder Serial #: S036334-1-1

Ticket #: C-137023-H5C7

Project: Lake Geneva Water Commission - WWTP

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
30001-0018	30001-0018-DI Muffin Monster 7T Cam Cutters 1:1 Stack Hardened Alloy STL Buna Elastomers Cork & Rubber Gaskets Drive/Driven Scraper Siderail Hi Flow Siderails Motor Typer:Electric Less Motor Less Reducer Less Spool Grinder SN: TBD Paint Epoxy Green	1	\$22,160.60	\$22,160.60

~~A30053-TB-SS-T TOP SEAL ASY 30K1, BUNA/TUNG 2 \$1,826.51 \$3,653.02~~

~~A30053-TB-SS-B BOTTOM SEAL ASY 30K1, BUNA/TUNG 2 \$1,826.51 \$3,653.02~~

Shipping Shipping & Handling Included 1 \$0.00 \$0.00

Please verify serial number is correct.

Sub Total \$29,466.64
Tax
Total \$29,466.64

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
 Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. If the cost to JWC of performing its obligations under the contract and/or the time for performance shall be increased after the date of issuance of quotation by reason of enactment or amendment of any law, order, regulation or by-law having the force of law, inclusive of tariffs, the amount of such increase shall be added to the quoted contract price and/or quoted delivery date adjusted accordingly.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

**JWC Environmental Inc
Ivan Zambrano
Customer Service**



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: C-137023-H5C7

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER, NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to the Company's written consent first obtained.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



Smith & Loveless, Inc.

SALES AGREEMENT

Date: May 13, 2026
Project: Lake Geneva, WI (Station #3)
Inq #: CJ-37123
Rev. 03
Existing S&L SN: 3507, RA-01902

Customer Contact: Ken Bauman
Customer Phone: 262-248-2394
Customer Email: KBAUMAN@LGUTILITIES.ORG

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: Bethany Linscott (262) 340-2613
Representative Company: Energenecs, Inc.
Representative Email: bethany.linscott@energenecs.com

Scope of Equipment: **One (1) SMITH & LOVELESS® Model 4D3 STAR ONE® Flooded Suction Rotating Assembly.**

- 40 HP, 1800 RPM, 3/60/230 V, ODP motor.
- The pump motor shall be inverter ready.
- Impeller trimmed to 11 3/4" for 325 GPM @ 150' TDH.
- The rotating assembly includes the motor, bronze seal housing, mechanical seal assembly, motor adapter, and impeller.
- Includes touch-up paint kit and installation hardware for attaching the motor adapter to the volute.

Price (includes freight): \$30,327.00

-MORE-



Smith & Loveless, Inc.

Page: 2 of 4
Inq: CJ-37123
Rev: 03
SN: 3507, RA-01902
Location: Lake Geneva, WI (Station #3)

SHIPMENT: Manufacturing completion is Estimated at 14-16 Weeks from approved submittals.
SUBMITTALS: Submittal Data, if required, is estimated 4-6 Weeks after receipt of complete details at Seller's factory.
FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer.
INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.
FREIGHT: F.O.B. Origin.
PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department.
TIME FRAME: Quote is good for 30 days.
EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation.

Agreed to this ___ day of ___, 202_. Lenexa, KS. Agreed to this ___ day of ___, 202_ at

BUYER

SMITH & LOVELESS, INC.

By: _____
PRINT NAME

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY, STATE, ZIP

PHONE

By: _____
AUTHORIZED SIGNATURE

Is this purchase tax exempt? ___ Yes ___ No
If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

14040 Santa Fe Trail Drive. Lenexa, KS 66215
P: 913.888.5201 F: 913.748.0106
www.smithandloveless.com



Smith & Loveless, Inc.

1. GENERAL A. Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for thirty (30) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within thirty (30) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment.
 - B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.
 - C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.
 - D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.
 - E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.
 - F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.
2. NOTICE TO PROCEED- Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Sellers estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
3. EXCUSED PERFORMANCE- Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
4. CREDIT APPROVAL- The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
5. PAYMENT- Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.



Smith & Loveless, Inc.

6. SECURITY INTEREST- Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. WARRANTY & LIABILITY- Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. CLAIM PERIOD- Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. CANCELLATION- Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. SEVERABILITY - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. STORAGE- If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. DRAWINGS, ILLUSTRATIONS AND MANUALS- Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. PERMITS, LICENSES- Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 5/18/2026
Subject / Title: WTP Gutter Replacements
Submitted By: J.Gajewski

Background / Request

The 2026 Utility budgets included funding to replace existing roof gutters along portions of the UC Office and Water Treatment Plant (WTP). Currently, numerous sizes, types, and materials are used for gutters along the building, which is described in the photographs that accompany this memo. Prior to developing a scope of work to obtain quotes for replacement, Staff is requesting input on material selection.

Given the status and visibility of the building, utilizing copper gutters could be a viable option, which would retain portions of the historic value of the building. Alternatively, given that numerous areas of the building utilize modern aluminum materials that are indistinguishable from the copper materials from the street, continuing its use in the replacement work may provide a more economical solution.

Fiscal Impact / Budget

- **Estimated Cost:** \$ TBD
- **Funding Source:** CPF (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:

Recommendation:

Staff requests direction from the Commission, specifically regarding whether there is a preferred material to be specified while obtaining the associated gutter replacement quotes.

Pending Commission input, Staff will prepare a related scope of work, and will bring the associated quotes back for Commission action at a future meeting.

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)

Reviewed by:	Date:	Comments:



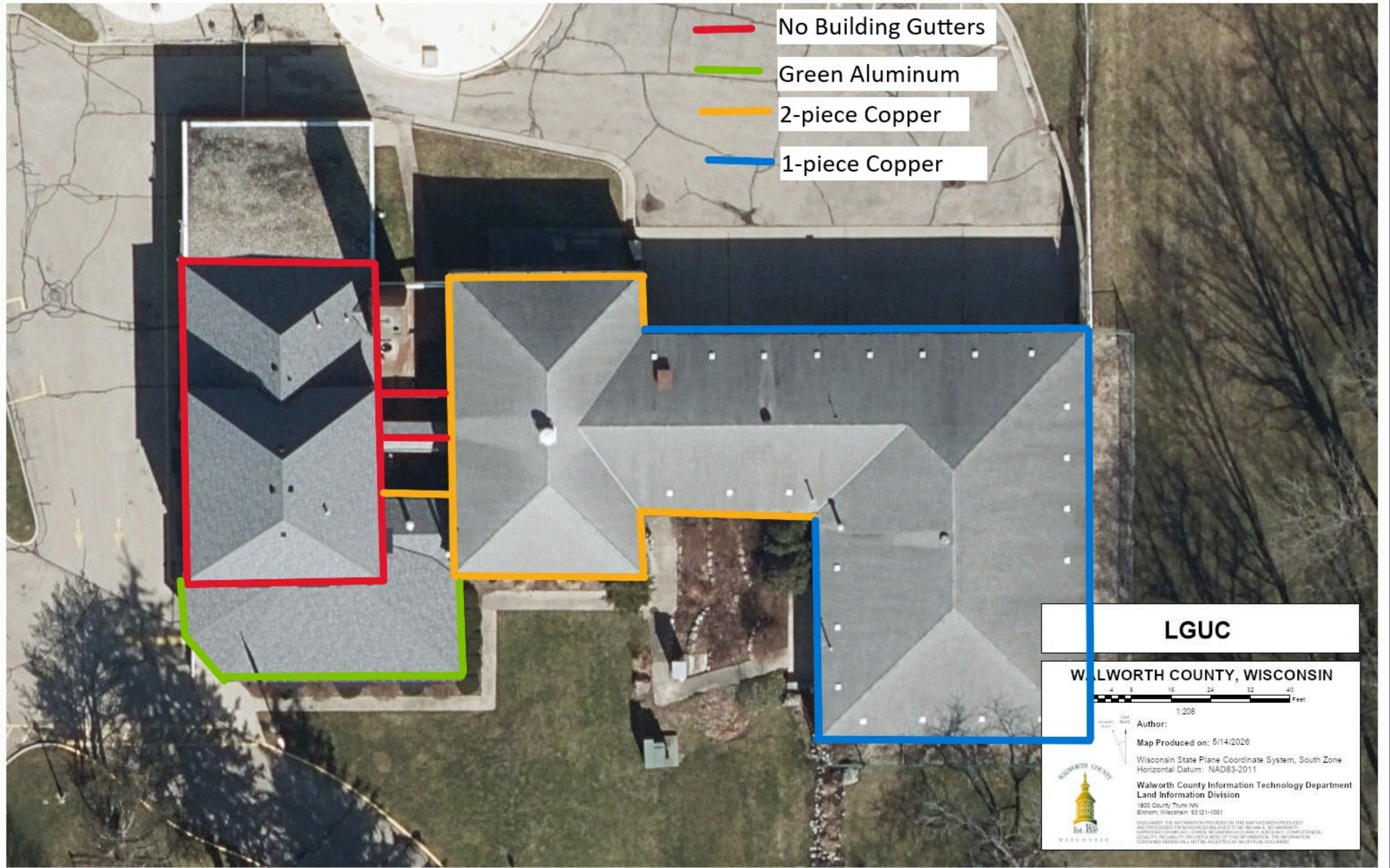
LAKE GENEVA
UTILITY
COMMISSION







NO
TRESPASSING
VIOLATORS
WILL BE
PROSECUTED



- No Building Gutters
- Green Aluminum
- 2-piece Copper
- 1-piece Copper

LGUC

WALWORTH COUNTY, WISCONSIN

4 8 16 24 32 40
Feet

1:208

Author:

Map Produced on: 5/14/2026

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 5/18/2026
Subject / Title: Equipment Transfer Agreement
Submitted By: J.Gajewski

Background / Request

As part of the US Cellular & T-Mobile consolidation, in concert with the Utility's Center St. Tower Painting Project, US Cellular has decommissioned equipment at the Tower. Part of that decommissioning includes their communications building at the site. The building is a 20 year old precast concrete structure, that is fully serviced with gas and electric service (with emergency power equipment), and is also climate controlled. Utility Staff has performed an in depth preliminary evaluation of the building and believes it is in the Utility's best interest to accept the building and the non-cellular equipment within the building. At the time of this memo's drafting, T-Mobile was preparing an Equipment Transfer Agreement for the Utility's review.

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:

Recommendation:

Staff recommends Commission authorization to pursue the Equipment Transfer Agreement with US Cellular, to transfer the existing communications building and non-cellular equipment to the Utility, conditioned on final review and approval of the Agreement by the City Attorney.

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)

Draft Equipment Transfer Agreement - US Cellular (distributed to Commission pending receipt by Utility)

Reviewed by:	Date:	Comments:



Agenda Item Memo

City of Lake Geneva

Committee: Utility Commission
Meeting Date: 5/18/2026
Subject / Title: Equipment Transfer Agreement
Submitted By: J.Gajewski

Background / Request

As part of the US Cellular & T-Mobile consolidation, in concert with the Utility's Center St. Tower Painting Project, US Cellular has decommissioned equipment at the Tower. Part of that decommissioning includes their communications building at the site. The building is a 20 year old precast concrete structure, that is fully serviced with gas and electric service (with emergency power equipment), and is also climate controlled. Utility Staff has performed an in depth preliminary evaluation of the building and believes it is in the Utility's best interest to accept the building and the non-cellular equipment within the building. At the time of this memo's drafting, T-Mobile was preparing an Equipment Transfer Agreement for the Utility's review.

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:

Recommendation:

Staff recommends Commission authorization to pursue the Equipment Transfer Agreement with US Cellular, to transfer the existing communications building and non-cellular equipment to the Utility, conditioned on final review and approval of the Agreement by the City Attorney.

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)

Draft Equipment Transfer Agreement - US Cellular (distributed to Commission pending receipt by Utility)

Reviewed by:	Date:	Comments: