



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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, AUGUST 8, 2022 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Ken Howell, Shari Straube, Cindy Yager, and Joan Yunker

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
Access Code: 9746153

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Howell
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of July 25, 2022 as prepared and distributed
9. **CONSENT AGENDA**– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Tier II Event Permit Application filed by the Business Improvement District for the event of Lake Geneva Oktoberfest 2022, to be held October 7, 2022 through October 9, 2022 located at Flat Iron Park

- b. Temporary Class "B"/ "Class B" Retailer's License filed by the Lake Geneva Rotary Club for use at the Lake Geneva Oktoberfest 2022 on October 7, 2022 (6:00 p.m. to 8:00 p.m.), October 8, 2022 (Noon to 6:00 p.m.), and October 9, 2022 (Noon to 4:00 p.m.), located in Flat Iron Park
- c. Alcohol Premises Extension request filed by the American Legion Post #24, to allow for alcohol throughout the entirety of 735 Henry St on September 10, 2022 from 8:00 a.m. to 4:00 p.m., for the 15th Annual Car Show
- d. Temporary Class "B"/ "Class B" Retailer's License filed by the St Francis de Sales Parish for use at the Fall Festival, to take place on September 25, 2022 from 11:30 a.m. to 6:00 p.m., located at 148 W Main St
- e. Temporary Operator License Application filed by Robert McCormick to be used at St. Francis de Sales Fall Festival to be held September 25, 2022

10. Items removed from the Consent Agenda

- 11. First Reading of **Ordinance 22-07** an ordinance amending Section 98-206 Detailed Land Use Descriptions and Regulations Subsection (c) Communications Tower and Section 98-203(1) Table of Lane Uses, Industrial uses all of Chapter 98: Zoning Ordinance of the City of Lake Geneva Zoning Ordinance, concerning location of Communication Towers

12. Recommendation of the Finance, Licensing, and Regulation Committee- Ald. Howell

- a. Discussion/Action regarding bid award for the City Hall Replacement Chiller project to Southport Engineering Systems in an amount not to exceed \$94,046.00 to be paid from the Capital Improvement Fund
- b. Discussion/Action regarding request of additional funds of \$40,000.00 for City Fuel and Oil Budget

- 13. **Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g)** for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

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

15. Adjournment

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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, JULY 25, 2022 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Ken Howell, Shari Straube, Cindy Yager, and Joan Yunker

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

Aldersperson Halverson led the Council in the Pledge of Allegiance.

Roll Call

Present: Dunn, Fesenmaier, Halverson, Hedlund, Howell, Straube, Yager, and Yunker

Absent: Fesenmaier (excused)

Awards, Presentations, Proclamations, and Announcements

None

Re-consider business from previous meeting

None

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

Dick Malmin; N1991 S Lake Shore Dr; Spoke in opposition of the appointment of Vandewalle and Associates as the City Planner.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of June 27, 2022

Motion by Howell to approve, second by Yunker. No discussion. Motion carried 7-0.

CONSENT AGENDA– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

-Creamery Permit Renewal Application filed by Kilwins Lake Geneva located at 772 Main St

-Temporary Operator License applications filed by Tyler August, Douglas Bartz, Franklin Lasch, Ryan Lasch, D'Andre Newell, Nicholas Ponsonby, Joshua Spiegelhoff, Michael Springer, and Ryan Stelzer, to be used at the 2022 Venetian Fest held August 17, 2022 through August 21, 2022

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

Items removed from the Consent Agenda

None

Recommendation of the Finance, Licensing, and Regulation Committee- Ald. Howell

Discussion/Action regarding a request from the Lake Geneva YMCA for 60 beach passes for the Summer Camp Program

Motion by Howell to approve, second by Hedlund. Howell noted that the passes would be used to bring campers to the beach for two dates, without a fee. Motion carried 7-0.

Discussion/Action regarding 2023 Budget Process Schedule

Motion by Howell to approve, second by Hedlund. Howell explained that this is the same schedule as used in the past. Motion carried 7-0.

Discussion/Acceptance of July 5, 2022 and July 19, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to approve, second by Halverson. No discussion. Motion carried 7-0.

Recommendation of the Plan Commission- Ald. Fesenmaier

Mayor Klein read the agenda items in Alderperson Fesenmaier's absence.

Discussion/Action regarding selection and approval of Vandewalle & Associates for City Planning Services

Motion by Hedlund to approve Vandewalle & Associates for City Planning Services, second by Howell. No discussion. Motion carried 7-0.

Discussion/Action regarding possible amendments to the City of Lake Geneva Zoning Code, Chapter 98; as it relates to Zoning that would affect Section 98-203 (Tables of Land Uses), Section 98-206(3)(e) pertaining to Public Services and Utilities, Section 98-206(7)(c) pertaining to Communications Towers, and all zoning districts listed in Article 2 of the zoning ordinance

Attorney Draper stated that towers were restricted to industrial areas and that has since changed. This would change the ordinances to be in line with state statute.

Motion by Hedlund to allow Sonja Kruesel to speak, second by Halverson. Motion carried 7-0.

Kruesel addressed the Council regarding the proposed changes to the ordinance. The changes include that the setbacks for parcels, would have to be equivalent to the height of the proposed tower, on either side. All applications for any towers would have to be reviewed and approved by the Council within 90 days of application. Draper stated that it is mostly a direct reflection of the state statute, other than the allowable colors.

Motion by Hedlund to direct the City Attorney to draft an ordinance with the changes for Council consideration, second by Halverson. Motion carried 7-0.

Discussion/Action regarding **Resolution 22-R36** a resolution establishing Public Participation Procedures for both the regular and unique consideration of 2022 Amendments to the City of Lake Geneva Comprehensive Plan

Motion by Hedlund to approve, second by Yager. No discussion. Motion carried 7-0.

Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

Motion by Hedlund to convene the Council into Closed Session to include the City Administrator, City Attorney, City Clerk, Finance Director, and Attorney Wirth, second by Howell. Motion carried 7-0 on a roll call vote. The Council convened into Closed Session at 6:25 p.m.

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

Motion by Howell to reconvene the Council into Open Session, second by Straube. Motion carried 7-0 on a roll call vote. The Council reconvened into Open Session at 6:49 p.m.

Adjournment

Motion by Howell to adjourn, second by Straube. Motion carried 7-0. The meeting adjourned at 6:50 p.m.

LAKE GENEVA**CITY OF LAKE GENEVA EVENT PERMIT APPLICATION**

Please fill in all blanks completely, as incomplete applications will be rejected.
Applications must be submitted
AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant: Kristi Tarantino
Name of Event Organizer/Producer: Business Improvement District
Production Company/Organization: Streets of Lake Geneva FEIN #: 39-600549
Street Address: PO Box 192
City: Fontana State: WI Zip code: 53125
E-mail Address: eventslakegeneva@gmail.com
Daytime Phone: 773-251-9018 Cell Phone: same
Are you a ☒ For-Profit OR ☐ Non-Profit Organization 501(c) _____
EIN # (Tax Exempt Number): 39-6005495

*All non-profits must present a copy of their current Tax ID- EIN#

Section II- EVENT INFORMATION- Check the proper category

- ☐ **Public Assembly Permit- *Non-Profit: No Charge; Otherwise: \$60.00 per day Fee**
(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.
- ☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit: No Charge; Otherwise: \$75.00 Fee**
Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.
- ☐ **Tier 1 Events: *Non-Profit: No Charge; Otherwise: \$250.00 Fee for an event up to seven days; additional \$50.00 per day thereafter**
(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.
- ☒ **Tier 2 Events: *Non-Profit: No Charge; Otherwise: \$500.00 Fee for an event up to seven days; additional \$100.00 per day thereafter**
(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: Lake Geneva Oktoberfest 2022
2. Date(s) of Event: October 7, 8, 9, 2022
3. Location(s) of Event: Flat Iron Park
4. Hours: Oct 7, 4-8pm, Oct 8 12-6pm, Oct 9 12-4
Note: Start Time & End Time

5. Event Chair/Contact Person: kristi Tarantino Phone: 773-251-9018
6. Day of Event Contact Name: kristi Tarantino Phone: 773-251-9018
7. Is the event open to the public? Yes ☒
8. Will you charge an admission fee? Yes ☒
9. Estimated Attendance Number: 6,000
10. Basis for estimate: history of 2021
11. Will you be setting up a tent? Yes ☒

If yes, list the location, size, Rental Company, and proof of completion of locates.
Flat Iron Park. 60'x30'. Area Rentals. Will call diggers

12. Will there be any animals? Yes ☒
If yes, what type and how many: yes, ponies (5) Dan Patch Stables

13. Attach a detailed description of proposed event with map of the exact location of the event and/or route.

14. Description of plan for handling refuse collection and after-event clean-up:

We have a 30 yard dumpster behind Brunk Pavillion. We hire an excellent cleaning company. They are very good.

15. Description of plan for providing event security (if applicable):

We hire one security guard for (2) overnights. We have volunteers stationed at entrances/exits. The Staff, City Police will be briefed

16. Will there be fireworks or pyrotechnics at your event? No
If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? Yes ☒
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? Yes ☒
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? Yes ☒

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

Required for any event using a public street. Per Sec. 62-243 of the municipal code, this application must include the following attachments:

☐ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.

☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

1. Description of portion(s) of road(s) to be used:

Road closures must include rental of barricades; must be coordinated with the City of Lake Geneva Department of Public Works

Wrigley drive is closed from the visitor center to the boat launch

2. Will any parking stalls be used or blocked during the event? Yes ☒

Parking Stall daily fees or bagging of Parking Stall fees are not included with the event permit fee; arrangements must be made with the City of Lake Geneva Parking Manager

Dates of Use: Thurs-Sun, Oct 6-9th

Total Number of Parking Stalls being Requested: Lot B, entire lot, behind brunk pavillion

Parking Stall Number(s) and Location: Lot B, Lower Center, request waiver of fees

3. Description of Signage to be used during event: Welcome, Beer tent, kids activities, pumpkin giveaway, carlt fair, scheduel of events

**The use of City Street Banner poles will require a separate, complete Street Banner Display Application*

4. Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

☒ Electricity; Explain: power in park for bounce house, vendors, lights, bands

☐ Water; Explain: _____

☒ Traffic Control; Explain: blocking street

☐ Police Services; Explain: _____

☒ Fire/EMS Services; Explain: one EMT tent near boat launch

☐ Other; Explain: _____

***Please note:** The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

***All Parks and Public Spaces must be left the way they were originally found. A credit card is required to be placed on file with the City Clerk's office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the card holder prior to credit card processing.**

Name on Card: _____

Credit Card #: _____

Expiration Date: ____/____/____ CVV#: _____

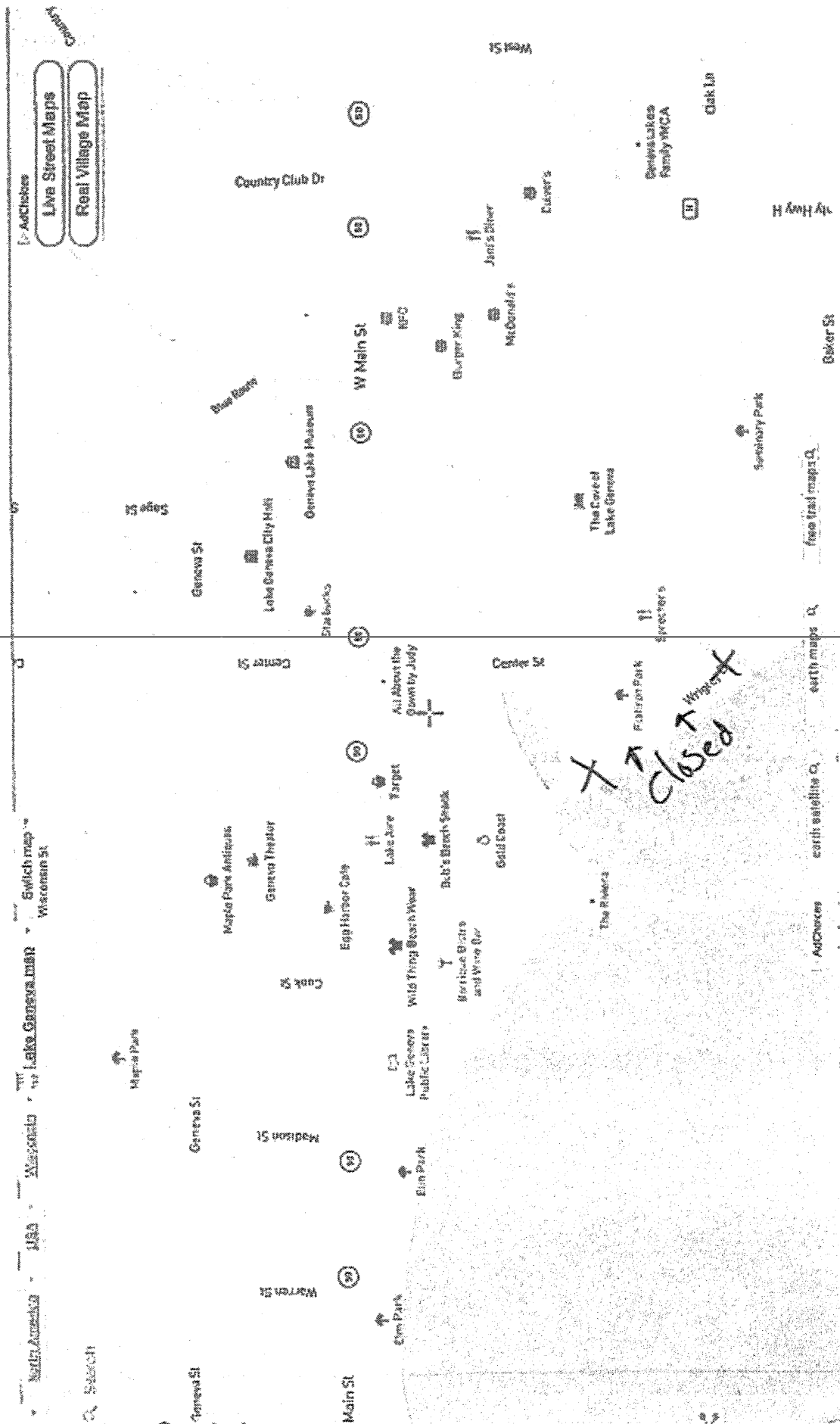
Billing Address: _____

City, State, Zip Code: _____

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF LAKE GENEVA, a Wisconsin Municipal Corporation located in the Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF LAKE GENEVA, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Applicant Signature:  Date: 5/1/2022

Sheet closure





The 2022 Streets of Lake Geneva Oktoberfest

Lake Geneva, Wisconsin

Oktoberfest is vital to the spirit of Lake Geneva. The BID produces this event that enhances the image of the city and highlights Lake Geneva. The goal of Oktoberfest is to promote consistent quality, family-oriented entertainment & fun and a must attend event to Lake Geneva citizens and visitors.

Streets of Lake Geneva



Oktoberfest, Saturday 12-6pm & Sunday 12-4pm Friday, 6-8pm (TBD) Featured Events and Programs

- The Traditional Beer Garden in Flat Iron Park-Saturday & Sunday
- Traditional Oktoberfest Craft fair in Flat Iron featuring 25 selected vendors
- Kids entertainment in Flat Iron Park with crafts and activities
- Dachsund Dash and Veiner Vogue Dog friendly parade to kick off the day each day on Wrigley Drive
- Friday night event

List of Vendors

- Topsey Turvey
- Bottle Shop
- Franks
- LG Boy Scouts
- YMCA
- Avant Café
- Rotary Club with County Meats
- Harbor Shores
- Lake Geneva House of Music
- Corn vendor
- Constant Cravings



How to Fest!

How to Fest!

Beer Garden

Live music!

Food & drink available to purchase at establishments

Kids entertainment

Craft fair

Beer Stein Contests, Daschund races & fun!

How to FEST! Flat Iron Park

- **ADMISSION**

Two convenient ways to fest.

The 2-day pass \$10

- The 2-Day admission pass is your ticket to all things fest, both days.

Single-day tickets \$6 online

- Single-day tickets for admission into Flat Iron Park

Saturday – \$6

Sunday – \$6

Kids admission \$5 ages 3-12. **Good for two days.**

Pony rides, bounce houses, shows, face painting & balloon art.

!

\$6 Fest ticket per day, \$10 for both days \$5 kids ages 3-12

- Full Access to Flat Iron park BEER GARDEN!
- Headline Entertainment & Kids activities
- Commemorative Lake Geneva Oktoberfest beer stein (TR) posters (BID) & shirts (BID & TR) available for purchase
- Access to Streets of Lake Geneva Beer Garden, Smashburgers & Perogi's and all food vendors
- Onsite Concierge (located near visitors center)
- Rotary brats, hot dogs, water, soda & chips, specialty vendors
- Craft fair access for vetted shopping, music, dinning and kids area access

\$5 Kids Area all inclusive-under 3 free

- Live music for parents
- 3 bounce houses
- Pony Rides
- Cotton candy Vendors
- Hair braiding
- Arts & crafts
- Face paint
- Balloon darts
- Sports game
- Live Children's entertainment and shows every hour

Danke for your time!

Streets of Lake Geneva

From: [kristi tarantino](#)
To: [Vanessa Jahns](#)
Cc: [City Clerk](#)
Subject: Re: Oktoberfest Permit
Date: Monday, June 13, 2022 3:22:44 PM

Hi Vanessa,
one correction (sorry) barricades are entire park-same as last year. I will bring a map or send a map soon.

On Mon, Jun 13, 2022 at 3:12 PM kristi tarantino <eventslakegeneva@gmail.com> wrote:

Hi Vanessa,
Please see answers in RED below.

They would like some clarification and documentation on how the park will be barricaded for the sale/consumption of beer;

The park will be barricaded for a large square in the center surrounding the beer garden. The barricades are the metal 8ft gates that join together. There will be an entrance and an exit.

will it be the whole park or just a portion of the beer garden?

It will only include the beer garden this year.

Will there be security at all entrances/exits of where alcohol is being served? yes

Will of age persons be given wrist bands? yes

Also, there needs to be a setup deadline identified; there were issues with vendors setting up during the event and moving barricades, which resulted in people being able to roam freely with alcohol.

Set up deadline will be Saturday, Oct 8th by 11:00am

There is a question if rental restrooms (porta-potties) will be available and where they will be placed. If you are planning to place them in the VISIT parking lot, we just need to make sure they are aware and agree. ok, yes, we plan to use that lot again or the grass

area adjacent to the visitor center.

We would like a plan for the end of event clean up; last year there was a lot of stuff left in the park that the DPW had to clean up.

We hired the same company to come again with a staff of 7 cleaners. They do a great job. they will clean up

Finally, we would like to have a more detailed map to include placement of vendors and activities; this is necessary for the Fire and Rescue Team in case of an emergency.

ok

Let me know if you have any questions or need any clarification. I do have a meeting today from 9:00 a.m. to 1:00 p.m., but I should be available after that.

Thank you!

On Fri, Jun 10, 2022 at 3:27 PM Vanessa Jahns <vjahns@cityoflakegeneva.com> wrote:

Hi Kristi,

If you could type up your answers in a document so that we can attach it to your application, that would be great!

I think if you have a draft of a map we could include it for now; and just make note of what you're still ironing out.

Thank you Kristi, have a great weekend!

Vanessa Jahns

Assistant City Clerk

For Office Use Only

Date Filed with Clerk: 5/4/22 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature] Date: May 5, 2022

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Lt. E. [Signature] #160 Date: 06/28/2022

☒ Approve ☐ Denied Notes: Lt. Way addressing minor concerns

Fire Chief Signature: [Signature] Date: _____

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 5-6-2022

☒ Approve ☐ Denied Notes: Wrigley Dr. Must be cleared to be opened by 9:00 am Monday
all Garbage Cans must be Emptied. When Done

Parking Signature: [Signature] Date: 5/5/22

☒ Approve ☐ Denied Notes: REQUESTING WAIVER OF FEES FOR LOT B; 24 STALLS

* \$20 * 3 DAYS = \$ 1,440.00 [Signature] Date: 7-1-22

Harbormaster Signature: _____ Date: _____

☒ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____

Missing description of how the alcohol service will be secured.

- fencing in the beer garden?

- fencing in the park?

- Wrist bands? Who will be checking?

ISSUE IN 2021: No one was at the entrance/exits as people were walking around Wrigley Dr. (unsecured area) with cups of beer. Officer's advised Tarantino and her manager several times, but it continued to happen. CSO's had over 10 contacts with people walking around outside of the secured area with full beer cups in their hands.

Are you going to have rental restrooms? If So, where? If you plan on using the parking lot at Visit LG-you will need permission from them.

ISSUE IN 2021: They were upset when the lot was blocked off as they did not know anything about the fencing and did have an employee who was disabled to needed to park in the parking lot.

Need deadline for vendor set-up.

ISSUE IN 2021: Vendors were still setting up during the event, moving the gates next to lot B, leaving it open. This allowed people to enter/exit freely and people were walking out with cups of beer.

Clean-up

HUGE ISSUE IN 2021: The Brunk Pavilion, park, and the south side of Wrigley Dr. had garbage, wet heavy straw bales, corn stalks, decorations, banners, and empty beer cups lying about. IT IS THE PERMIT APPLICATANTS RESPONSIBILITY TO FOFIL THE PERMIT AGREEMENT ON CLEAN UP-NOT THE COMPANY THAT IS HIRED.

Vague map on event. Advised applicant in 2021 several times on accurate map information needed to be included with event application in 2022. Had several meetings 2021 to clarify needed information for the LG Fire/Rescue and Police

Dept. 2021 map was provided on Oct 6th were only a photo could be used and was sent via text to dept. heads.

Line item #13 needs to be done completely: attach a detail description of proposed event with **DETAILED** map and problem solving strategy for issues stemming from 2021.

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: Lake Geneva Rotary Club

Name of Event: Lake Geneva Oktoberfest

Date of Event: Oct 7, 8, 9, 2022 7th 6-8

Time of Event: 12-4:30 / 12pm - 8pm / 4pm 8th 12-6
(Beginning) (Ending) 9th 12-4

Event Contact Person: Kristi Tarantino

Contact Phone: 773-251-9018

Contact Email: events@lakegeneva@gmail.com

Will a Licensed Operator be serving or supervising the service of alcohol?

*This includes Temporary Operator's who have completed the Responsible Beverage Servers class.

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: July 25, 2022 Receipt No: _____

Total Amount: \$10-

Forwarded to Police Chief: July 27, 2022

Recommendation: Lt E. [Signature] #160 Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: yes

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

MAILTO: Organization _____

License Expires: _____

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$ 10

Application Date: 05/01/2022

☐ Town ☐ Village ☒ City of Lake Geneva

County of Walworth

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

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

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/07/2022 and ending 10/09/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name The Lake Geneva Rotary Club

(b) Address Po Box 601 Lake Geneva WI 53147
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1985

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President Jill Rodriguez

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: Jill Rodriguez

701 South Lake Shore Dr Lake Geneva WI 53147

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Flat Iron Park, Lake Geneva, W

(b) Lot Flat Iron Beer Garden Block _____

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

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

3. Name of Event

(a) List name of the event Lake Geneva Oktoberfest 2022

(b) Dates of event 05/03/2022 10/7/2022 - 10/9/2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Jill Rodriguez
(Signature / Date)

Lake Geneva Rotary Club
(Name of Organization)

Date Filed with Clerk July 25, 2022

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED.

Please Check:

- | | |
|---|--|
| ☐ Request for premises extension to sidewalk café | ☒ Request for temporary (special event) premises extension |
| ☐ Request for premises extension to permanent outdoor area | ☐ Other request for premises extension |

Application Checklist:

- ☐ Applicant must currently hold a valid alcohol license
- ☐ Applicant obtained a Temporary Use Permit or Conditional Use Permit from the Building and Zoning Department (for special events and permanent outdoor areas)
- ☐ Scaled diagram which accurately depicts the location of the premises extension. Such drawing shall include the access points, fencing (if applicable) and the location of where alcohol will be stored and/or served.
- ☐ Application Fee of \$25.00 to amend an already approved licensed premises. This fee is charged to defray the cost of review and re-issuance of the license. This fee does NOT apply to premises extensions requested at the time of annual renewal of the license.

APPLICANT INFORMATION

Applicant Name: AMER. LEGION POST 24
Establishment Name: SAME
Address: 735 HENRY ST
Alcohol License No.: _____ Phone: 262 248 9767

Describe area of premises extension:

ALL OUTSIDE AREA OF 735 HENRY ST

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: 15TH ANNUAL CAR SHOW

Date and Time of Event: Sept 10, 2022 8AM - 4PM

Have you obtained a Temporary Use Permit (or Conditional Use Permit) from the Building and Zoning Department? Yes No

Event Description:

[Signature]

SIGNATURE OF APPLICANT

7/8/22

DATE

For Office Use Only

Date Filed with Clerk: July 8, 2022

Total Amount: \$ \$25 Receipt No.: 15.005530

Date Forwarded to Police Chief: July 8, 2022

Police Chief Signature: Lt. E. [Signature] #160

Approved

Denied

Date Forwarded to Zoning Administrator: _____ (for non-sidewalk café applications)

Zoning Administrator Signature: _____ Approved Denied

Date of FLR/Council Approval: _____

Copies Provided to: Police Chief

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: ST FRANCIS De Sales Parish

Name of Event: Fall Festival

Date of Event: Sept 25 2022

Time of Event: 11:30 AM 6:00 PM
(Beginning) (Ending)

Event Contact Person: Millie McCormick

Contact Phone:

Contact Email:

Will a Licensed Operator be serving or supervising the service of alcohol?
***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: 7-21-22 Receipt No: 19.060178

Total Amount: \$10.00

Forwarded to Police Chief: 7.21.22

Recommendation: LT. E. #1160 Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: yes

FLR Approval: _____

Council Approval: _____

License Issued: _____

License Number: _____

License Expires: _____

MAILTO: Organization

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$

Application Date: July 19 2022
County of Walworth

☐ Town ☐ Village ☒ City of Lake Geneva

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

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

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/25/2022 and ending 9/25/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☒ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name ST FRANCIS De Sales Catholic Church

(b) Address 148 W Main St., Lake Geneva
(Street) ☐ Town ☐ Village ☐ City

(c) Date organized 1848

(d) If corporation, give date of incorporation 8-15-1915

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

(f) Names and addresses of all officers:

President Archbishop Jerome Listecky

Vice President Rev Raymond Guthrie

Secretary Martha Cucco

Treasurer MR. Fran Zappitelli

(g) Name and address of manager or person in charge of affair: MR Mitchell Bills

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 148 W Main St., Lake Geneva

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event Fall Festival

(b) Dates of event 9-25-2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Raymond P. Guthrie
(Signature / Date)

St Francis De Sales Parish
(Name of Organization)

Date Filed with Clerk July 21, 2022

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE

Rec# 19.00078



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: McGormick Jr. Robert F.
Last First Middle

Maiden Name: _____ Date of Birth: 

Address (Physical): 632 S Stone Ridge DR

Mailing Address (if different): _____

City, State, Zip: Lake Geneva WI, 53147

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO

If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: St Francis De Sales Parish

Address: 148 W Main St Lake Geneva WI 53147

Name of Event where licensee will work: Fall Festival

Date of Event: 9/25/2022

APPLICANT SIGNATURE

Robert F. McGormick Jr. DATE: 7-19-2022

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending Section 98-206 Detailed Land Use Descriptions and Regulations Subsection (c) Communications Tower and Section 98-203(1) Table of Land Uses, Industrial uses all of Chapter 98: Zoning Ordinance of the City of Lake Geneva Zoning Ordinance, concerning location of Communication Towers			
Committee	N/A		
Fiscal Impact:	N/A		
File Number:	22-07	First Reading : Second Reading :	August 8, 2022 August 22, 2022

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain as follows:

1. That section 98-206 Detailed land use descriptions and regulations, subsection (c) Communications tower of the City of Lake Geneva Zoning Ordinance is hereby amended to read as follows:

(c) Communication Tower

Description: Communication towers include any structure that is designed and constructed for the purpose of supporting one or more antennas for communication purposes such as cellular telephones or similar, including self-supporting lattice towers, guyed towers, or monopole towers. Height shall be measured from finished grade to the highest point on the tower or other structure, including the base pad. This definition includes the mobile serve support structure, supports, and equipment buildings.

Permitted by Right: Not applicable.

1. Conditional Use Requirements {RH, CR-5ac, ER-1, SR-3, SR-4, TR-6, MR-8, NO, PO, BG, CB, PI, GI, HI, PBP}.
2. Applicability. This land use shall not be regulated or permitted as Public Service and Utilities. This Section shall apply to the following:
 - a. New Towers. All new towers shall be subject to these regulations.
 - b. Preexisting towers. Preexisting towers shall not be required to meet the requirements of this Section, other than the requirements of Subsection (4) of this Section.
 - c. Towers shall be considered principal uses. A different use on the same lot shall not preclude the installation of a tower on such lot.
3. Compliance with Federal Regulations. Towers shall be erected and installed in accordance with the state electrical code adopted by reference in Section 101-31 et seq., National Electrical Code, Federal Communications Commission, Federal Aviation Administration, and the instructions of the manufacturer. In cases of conflict, the stricter requirements shall govern.

4. Submittal and review procedure requirements and other requirements specific to Communication Towers must be consistent with Wis. Stats. 66.0404.
5. Permit Required. A permit is required for all new Communication Towers or modifications to existing Communication Towers. The permit application shall contain all of the following information:
 - a. The name and business address of, and the contact individual for, the applicant.
 - b. The location of the proposed or affected support structure.
 - c. The location of the proposed mobile service facility.
 - d. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
 - e. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.
 - f. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.
6. All service carriers and providers that offer or provide any telecommunications services for a fee directly to the public, either within the City or outside the corporate limits from telecommunications facilities within the City, and all communication tower owners, shall register and provide to the City, pursuant to this ordinance, on forms to be provided by the Building Inspector and shall provide with each conditional use application the following information below. It shall be unlawful for any personal wireless services carrier or provider who offers or provides services within the City, or any communication tower owner who owns or operates telecommunications facilities within the City, to fail to register and provide the information required within thirty (30) days of such a request by the City.
 - a. The identity and legal status of the registrant, including any affiliates.
 - b. The name, address and telephone number of the officer, agent or employee responsible for the accuracy of the registration statement.
 - c. A narrative and map description of registrant's existing telecommunications facilities within the City, adjacent cities, villages and townships.
 - d. Such other information as the Building Inspector may reasonably require.
7. Placement Requirements.
 - a. Towers and guyed wires shall be setback from any property line a minimum distance equal to 100% of the height of the communication tower adjacent to zoning districts that permit single-family residential uses.

- b. The placement of towers on the roof of existing buildings must maintain a setback from residential zones or properties the same as the building setback required for new buildings.
 - c. No communication tower shall be installed closer than one-quarter mile from another communication tower, measured from the base of the tower to the base of the proposed tower, unless it is a tower situated on a multi-tower zoning lot, or credible evidence to a reasonable degree of certainty acceptable to the Plan Commission is submitted showing a clear need for said new tower and the infeasibility of co-locating it on an existing site. For the purposes of this requirement, exempt telecommunications facilities unavailable for co- location shall not be included in the one-quarter mile computation.
- 8. Structural Requirements. Every telecommunication facility shall be designed and constructed so as to comply with the requirements of Secs. COMM 62.35 to 62.41, Wisconsin Administrative Code, amended from time to time. If, upon inspection, the Building Inspector concludes that a tower fails to comply with such codes, in effect at the time of construction, and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days or such time as determined by the Building Inspector to bring such tower into compliance with said codes. Failure to bring such tower into compliance within said 30 days or such time as determined by the Building Inspector shall constitute grounds for the removal of the tower or antenna at owner's expense.
- 9. Basic Tower and Building Design. All new communication towers, except exempt facilities as defined in subdivision (i) below, shall be designed to blend into the surrounding environment to the greatest extent feasible. To this end all the following measures shall be implemented.
 - a. Communication towers shall be constructed out of metal or other nonflammable material, unless specifically permitted by the City to be otherwise.
 - b. Telecommunication support facilities see (i) Equipment Buildings below.
 - c. The City shall have the authority to require reasonable special design (materials, architectural features and color) of the communication tower where findings of particular sensitivity are made (e.g. proximity to historic or aesthetically significant structures, views and/or community features).
 - d. Communication towers shall insure that sufficient anti-climbing measures have been incorporated into the facility, as needed, to reduce potential for trespass and injury.
 - e. Accessory communication antenna shall be designed to blend with its supporting structure. The color selected shall be one that in the opinion of the Plan Commission will minimize the visibility of the antennas to the greatest extent feasible.
 - f. All new communication towers shall be structurally and electrically designed to accommodate at least three (3) separate antenna arrays, unless credible evidence is presented that said construction is economically and technologically unfeasible or the Plan Commission determines that for reasons of aesthetics or to comply with the standards above, a communication tower of such height to accommodate three antenna arrays is unwarranted. Multi-user communication towers shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights. Parking areas, access roads, and utility easements shall be shared by site users, at fair market rates as determined by customary industry standards, when in the determination of the Plan Commission this will minimize overall visual impact to the community.

10. Equipment buildings. Equipment buildings, including cabinets, used in connection with commercial communication antennas will be subject to the following conditions:
 - a. Any location and impact of the equipment buildings shall be made as minimal as possible so as not to prevent the principal use of the property.
 - b. Exterior storage of ground-mounted equipment or materials shall not be permitted.
 - c. Equipment buildings or structures may be mounted on the roof of a building provided that such building or structure is placed as unobtrusively as possible (e.g. integrated into the roof design) and/or is screened from view from adjacent roads and properties.
 - d. Any ground-mounted equipment building used for accessory equipment must either be screened from view from all adjacent residential and commercial uses and potentially incompatible municipal uses with a buffer yard with a minimum opacity of 0.40, or the equipment building must be constructed with similar materials, style, roof pitch, etc., to complement the architectural character of the surrounding neighborhood.
 - e. All ground-mounted equipment buildings shall at a minimum meet the required setbacks of a principal structure for the underlying zoning district and shall meet all applicable building code requirements.
11. Height Requirements.
 - a. Tower height shall be restricted to 200 feet.
12. Collocation. A proposed tower shall be structurally and electrically designed to accommodate the applicant's antenna and comparable antennas for two additional users. Towers shall be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights.
13. Advertising. No form of advertising or identification, or sign is allowed on the tower other than the customary manufacturer identification plate.
14. Lighting. Towers shall not be artificially illuminated unless required by the FAA or any other applicable authority.
15. Fencing. A tower shall be enclosed by solid fencing not less than 6 feet in height or a bufferyard with a minimum opacity of 0.40 and secured so that it is not accessible by the general public. Fence design, materials and colors shall reflect the character of the surrounding area.
16. Color. The wireless communication tower and antennae shall be of a neutral color such as light gray or sky blue except as dictated by the Federal Aviation Administration (FAA) and be designed to minimize visibility and to blend into the surrounding environment. Towers with antennas shall be designed to withstand applicable wind load requirements as prescribed in the Uniform Building Code. Towers and/or antenna systems shall be constructed of, or treated with, corrosive resistant material. A regular maintenance schedule shall be followed.
17. Abandonment.
 - a. The applicant shall provide a written agreement stating that if the tower or transmitters are unused for a period exceeding 365 days, the applicant shall remove the tower or transmitters upon request from the City.
 - b. Within 30 days of the date on which the tower use ceases, the permit holder shall provide the commission written notice of the cessation of use.
 - c. If unused facilities are not removed, the City may remove the items at the expense of the property owner.

18. Inventory and Tracking System. The Zoning Administrator shall compile a list of existing telecommunications facilities within the City's jurisdiction based upon information provided by personal wireless services providers and communication tower owners. The Zoning Administrator shall maintain and update said list on a regular basis. The list shall also include the location of public facilities that may be available for co-location.

19. Exempt Facilities.

- a. Publicly owned and operated facilities required in the public interest to provide for and maintain a radio frequency telecommunication system, including digital, analog, wireless or electromagnetic waves, for police, fire and other municipal services.

20. Applications and Fees.

- a. All co-location applications must be processed within the timeframes set forth by the Federal Communications Commission. Any application for the co-location of small wireless facilities must be processed by the city within 60 days of receiving a completed application and any other co-location facility application must be processed within 90 days of receiving a completed application.
- b. All fees associated with small wireless facilities must be a reasonable approximation of the objectively reasonable cost associated with maintaining infrastructure or processing an application in accordance with the maximum values set forth by the Federal Communications Commission.

2. That Tables 98-203(5),(6),and (7), Industrial Uses of section 98-203 Table of Land Uses of the City of Lake Geneva Zoning Ordinance are hereby amended to read as follows:

Section 98-203 Tables of Land Uses

This Chapter regulates the location of land uses to specific zoning districts through the use of the Tables of Land Uses contained in this Section (See the following pages for Tables).

Zoning District Abbreviations																	Type of Land Use
R U	ac 5 C D	1 E D	3 S D	4 S D	6 T D	8 M R	N O	P O	N D	P D	G R	C D	PI	GI	HI	P B	
																	INDUSTRIAL USES (98-206(7)())
													P	P	P		(a) Light Industrial
															P		(b) Heavy Industrial
C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	(c) Communication Tower
																C	(d) Extraction Use

3. That this ordinance shall take effect upon passage and publication, as provided by law.

Approved by the City of Lake Geneva Common Council on this 22nd day of August, 2022.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

Charlene Klein, Mayor Date

Attest:

Lana Kropf, City Clerk Date

Chiller Replacement Bid
Bid Opening: July 13, 2022 @ 10:00 a.m.

<u>Bidder Name</u>	<u>Item #1 Bid</u>	<u>Item #2 Bid</u>	<u>Bond Included?</u>
Southport Engineered Systems	\$82,200.00	\$8,920.00	Yes- 5%
Helm Mechanical	\$91,350.00	\$9,985.00	Yes - 5%
Mared Mechanical	\$87,563.00	\$10,680.00	Yes- 5%



City of Lake Geneva Public Works

Streets/Parks/Forestry/Cemeteries/Buildings and Grounds
1065 Carey St. Lake Geneva WI. 53147 (262)248-6644 fax (262)248-4913

The City of Lake Geneva, Wisconsin is requesting proposals for project 2022-01;

Replacement of Chiller at City Hall

Project 2022-01

ITEM 1

Pg. 1/5

1. Recover all refrigerant and glycol from existing system. Recycle per current laws.
2. Proper removal and disposal of existing unit and all relevant hardware to include electrical, plumbing, HVAC, fuel system, etc.
3. Furnish and install; one (1) Trane M/N CGAM052A2 Air Cooled Chiller Unit. 52 Ton total. Rated at 208/230VAC 3PH, Max Overcurrent Protection of 250amps. One (1) NEMA 3R, 208/230vac 3ph, 4-wire, 200amp fused disconnect suitable for project. Electrical, fuel, etc. connections included.
4. BAC net card.
5. Four (4) Scroll Compressors.
6. All lifting requirements including crane, rigging, personnel, etc.
7. One (1) year parts and labor warranty.
8. Four (4) year compressor warranty.
9. Update BAS database, graphics, etc.
10. Extend BACnet communication bus to new chiller.
11. Extend Tridium Software Maintenance Agreement for three (3) additional years.
12. Integrate chiller for viewing of parameters and alarms.
13. Start, run, test and check for proper operation.

Total for ITEM 1: \$ 91,350.00

Ninety One Thousand Three Hundred Fifty Dollars

ITEM 2

Pg. 2/5

1. Proper removal and disposal of two (2) existing B&G pumps.
2. Furnish and install two (2) new B&G M/N E-90, 2ABB Bronze Fitted Pumps.
3. Replace insulation where/when required. Consult Building Manager.
4. Furnish and install two (2) 208-230vac 3ph pump motors suitable to the task as per industry standard.
5. Start, run, test and check for proper operation.

Total for ITEM 2: \$ 9,985.00 Nine Thousand Nine Hundred Eighty Five Dollars

TERMS, BID BOND:

25% down payment, monthly payments as presented by Contractor and approved by City Hall Building Manager. Minimum 7% retainage until final approval. Project shall be substantially completed within (120) days of acceptance unless specifically agreed to by the City. Material waiting times and/or shortages shall be communicated to the City Hall Building Manager for approval asap and within (5) days of acceptance. A 5% Bid Bond or Certified Check must accompany the proposal.

Miscellaneous:

This Proposal shall be considered 'all inclusive' as to the complete removal of existing chiller system and its replacement. No part of this project shall be considered to be 'done by others' unless specifically listed in this section. Proposal must include all in-house building automation, graphics and all control points. All wiring, HVAC, plumbing, control circuits, fuel systems, etc. included. A fully operational system must be provided. Any City permits needed are Contractors responsibility and will be issued 'no fee' and can be obtained at the office of the Building Inspector. All work shall be performed in a workmanlike manner per industry standards.

Submitted:

Submitted by: Helm Mechanical (Company)

Representative: Andrea Fasciano (print)

Phone and Email: 262-798-1500 afasciano@helmgroupp.com

Signature: Andrea Fasciano Date 7/13/2022

Acceptance by the City:

Pg. 3/5

Mayor, Ms. Charlene Klein: _____ Date _____

City Clerk, Ms. Lana Kropf: _____ Date _____

I hereby acknowledge that funds are available for this project: City Administrator, Mr. David Nord;

_____ Date _____

Contacts:

Proposal questions and viewing appointments:

1. Mr. Tom DeBaere, City Hall Building Manager
2. Mr. Tom Earle, Director of Public Works
3. Mr. Neil Waswo, Public Works Superintendent
4. Mr. David Nord, City Administrator

Bid Documents:

1. Ms. Nan Elder, DPW Office Assistant

Pre-Qualification packets:

1. Ms. Lana Kropf, City Clerk.
2. Ms. Vanessa Jahns, Assistant Clerk

Permits:

1. Mr. Fred Walling, Building Inspector
2. Ms. Brenda Follensbee, Building Clerk

Insurance and Liabilities:

1. The successful proposer shall have Liability Insurance as outlined in the pre-qualification packet naming the City as an additional insured. Minimum \$1,000,000.00 coverage.
2. Proposer agrees to save, defend, indemnify and hold harmless the City of Lake Geneva against all demands, liabilities, costs and expenses connected with the furnishing of any material or labor, or because of any injury to persons or property, or from the violation of law and infringement patents. The City of Lake Geneva in consideration for the proposer complying with the contract as provided for by the specifications, agrees to pay the proposer at the times and in the manner set forth in said specifications the sum and amounts set forth in said specifications the sum and amounts set forth in said proposal, pursuant hereof the contract was awarded to him, it being understood that such payment shall be upon invoices furnished by the contractor. It is further agreed by and between the parties hereto that all differences arising out of increase or diminution of contractors shall be adjusted by the City, the understanding being that the material and workmanship shall be free from all defects which might be caused by the use of poor materials, or improperly done. If during that period it is found that workmanship is defective or that there has been work improperly performed, the contractor shall at his own cost and expense upon written order from the City, entirely remove any defective portion of the work or repair the same under the direction of the City of Lake Geneva Building Inspectors Office. Any and all dispute litigation must be handled in Walworth County WI Circuit Court. No attorney's fees paid to either party in the event of a dispute between the parties.

Advertisement,

City of Lake Geneva Replacement of Chiller at City Hall. 2022-01

The City of Lake Geneva is soliciting sealed proposals for replacement of the Chiller System at City Hall located at 626 Geneva St., Lake Geneva, WI 53147.

Sealed proposals shall be accepted until 10:00 am on Wednesday, July 13, 2022 in the Office of the Lake Geneva City Clerk, 626 Geneva St. Lake Geneva, WI 53147. Proposals shall be exclusive of sales tax, the City will furnish a tax exempt certificate to the successful proposer. Proposals shall be plainly marked, *City of Lake Geneva Replacement of Chiller at City Hall, Project # 2022-01* with name of proposer and date due included on envelope. No unsealed, faxed, emailed, electronic, late, unmarked or postage due proposals shall be accepted. The City is not responsible for late or misdirected mail or cartage therefor hand delivery is recommended. A City of Lake Geneva Pre-Qualification Packet must be on file with the City Clerk's Office prior to award of project, pre-qual packs are available at the Office of the City Clerk or on the City's web page. A Bid Bond or Certified Check of not less than 5% of the total proposal (Items 1 and 2) shall accompany the proposal. Proposers shall not contact any City Official or Elected representative other than the contact person or persons named in the Request for Proposals. Contact or discussion with any other City Official or elected representative shall be grounds for disqualification.

Successful proposer shall properly hold the City of Lake Geneva harmless from all damages occurring in any way by proposer's acts or negligence, or that of his employees, agents or workers. Proposer must provide indemnity and acceptable insurance in amounts approved by the City in the pre-qualification packet. Minimum Liability coverage of \$1,000,000.00.

Questions on this proposal can be directed to Mr. Tom DeBaere, City Hall Building Superintendent, (262) 248-3673 or email at buildingsuper@cityoflakegeneva.com. Viewing by appointment only. Bid packets can be obtained by contacting Ms. Nan Elder, DPW Office Admin Assistant, (262) 248-6644, dpwoffice@cityoflakegeneva.gov.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

Helm Service
2238 W Bluemound Road
Waukesha WI 53186

SURETY:

Fidelity & Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER:

City of Lake Geneva Public Works
1065 Carey St
Lake Geneva WI 53147

BOND AMOUNT: Five Percent of Bid (5% of bid)

PROJECT: City of Lake Geneva Replacement
of Chiller at City Hall
Project #2022-01

Project Number, if any-

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification,

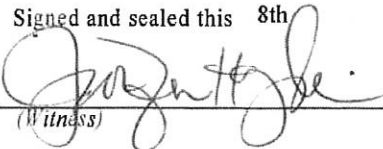
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable,

The Contractor and Surety are bound to the owner in the amount set forth above- for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force with effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid- Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term owner shall be deemed to be Contractor.

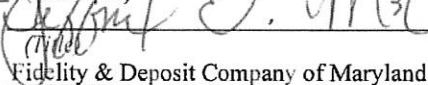
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory, bond and not as a common law bond.

Signed and sealed this 8th day of July 2022

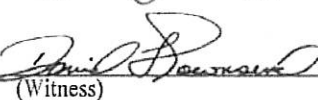

(Witness)

Helm Service

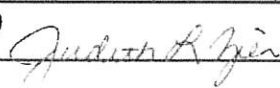
(Principal)


Fidelity & Deposit Company of Maryland

(Surety)


(Witness)

(Title)


Judith L. Zier

(Seal)
Judith L. Zier
Attorney in Fact



Init.

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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David L. TOWNSEND, Judith L. ZIER, Julie A. TRESEMER, Robert W. SNYDER, Joseph J. CLINTON, III, Rebecca NORWOOD, Stephanie AMBORN and Priscilla LUGO, all of Rockford, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of July, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

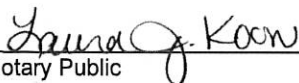
ATTORNEY-IN-FACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF STEPHENSON

Before me, a Notary Public, personally came Judith L. Zier, known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 8th day of July, 2022


Notary Public





City of Lake Geneva Public Works

Streets/Parks/Forestry/Cemeteries/Buildings and Grounds
1065 Carey St. Lake Geneva WI. 53147 (262)248-6644 fax (262)248-4913

The City of Lake Geneva, Wisconsin is requesting proposals for project 2022-01;

Replacement of Chiller at City Hall

Project 2022-01

ITEM 1

Pg. 1/5

1. Recover all refrigerant and glycol from existing system. Recycle per current laws.
2. Proper removal and disposal of existing unit and all relevant hardware to include electrical, plumbing, HVAC, fuel system, etc.
3. Furnish and install; one (1) Trane M/N CGAM052A2 Air Cooled Chiller Unit. 52 Ton total. Rated at 208/230VAC 3PH, Max Overcurrent Protection of 250amps. One (1) NEMA 3R, 208/230vac 3ph, 4-wire, 200amp fused disconnect suitable for project. Electrical, fuel, etc. connections included.
4. BAC net card.
5. Four (4) Scroll Compressors.
6. All lifting requirements including crane, rigging, personnel, etc.
7. One (1) year parts and labor warranty.
8. Four (4) year compressor warranty.
9. Update BAS database, graphics, etc.
10. Extend BACnet communication bus to new chiller.
11. Extend Tridium Software Maintenance Agreement for three (3) additional years.
12. Integrate chiller for viewing of parameters and alarms.
13. Start, run, test and check for proper operation.

Total for ITEM 1: \$ 87,563.⁰⁰

32 WEEK LEAD TIME.

ITEM 2

Pg. 2/5

1. Proper removal and disposal of two (2) existing B&G pumps.
2. Furnish and install two (2) new B&G M/N E-90, 2ABB Bronze Fitted Pumps.
3. Replace insulation where/when required. Consult Building Manager.
4. Furnish and install two (2) 208-230vac 3ph pump motors suitable to the task as per industry standard.
5. Start, run, test and check for proper operation.

Total for ITEM 2: \$ 10,680⁰⁰

TERMS, BID BOND:

25% down payment, monthly payments as presented by Contractor and approved by City Hall Building Manager. Minimum 7% retainage until final approval. Project shall be substantially completed within (120) days of acceptance unless specifically agreed to by the City. Material waiting times and/or shortages shall be communicated to the City Hall Building Manager for approval asap and within (5) days of acceptance. A 5% Bid Bond or Certified Check must accompany the proposal.

Miscellaneous:

This Proposal shall be considered 'all inclusive' as to the complete removal of existing chiller system and its replacement. No part of this project shall be considered to be 'done by others' unless specifically listed in this section. Proposal must include all in-house building automation, graphics and all control points. All wiring, HVAC, plumbing, control circuits, fuel systems, etc. included. A fully operational system must be provided. Any City permits needed are Contractors responsibility and will be issued 'no fee' and can be obtained at the office of the Building Inspector. All work shall be performed in a workmanlike manner per industry standards.

Submitted:

Submitted by: MARED MECHANICAL (Company)

Representative: JOSEPH A. WANTZ (print)

Phone and Email: 414-507-3776 jwantz@maredmechanical.com

Signature: Joseph A. Wantz Date 6-21-22

Acceptance by the City:

Pg. 3/5

Mayor, Ms. Charlene Klein: _____ Date _____

City Clerk, Ms. Lana Kropf: _____ Date _____

I hereby acknowledge that funds are available for this project: City Administrator, Mr. David Nord;

_____ Date _____

Contacts:

Proposal questions and viewing appointments:

1. Mr. Tom DeBaere, City Hall Building Manager
2. Mr. Tom Earle, Director of Public Works
3. Mr. Neil Waswo, Public Works Superintendent
4. Mr. David Nord, City Administrator

Bid Documents:

1. Ms. Nan Elder, DPW Office Assistant

Pre-Qualification packets:

1. Ms. Lana Kropf, City Clerk.
2. Ms. Vanessa Jahns, Assistant Clerk

Permits:

1. Mr. Fred Walling, Building Inspector
2. Ms. Brenda Follensbee, Building Clerk

Insurance and Liabilities:

1. The successful proposer shall have Liability Insurance as outlined in the pre-qualification packet naming the City as an additional insured. Minimum \$1,000,000.00 coverage.
2. Proposer agrees to save, defend, indemnify and hold harmless the City of Lake Geneva against all demands, liabilities, costs and expenses connected with the furnishing of any material or labor, or because of any injury to persons or property, or from the violation of law and infringement patents. The City of Lake Geneva in consideration for the proposer complying with the contract as provided for by the specifications, agrees to pay the proposer at the times and in the manner set forth in said specifications the sum and amounts set forth in said specifications the sum and amounts set forth in said proposal, pursuant hereof the contract was awarded to him, it being understood that such payment shall be upon invoices furnished by the contractor. It is further agreed by and between the parties hereto that all differences arising out of increase or diminution of contractors shall be adjusted by the City, the understanding being that the material and workmanship shall be free from all defects which might be caused by the use of poor materials, or improperly done. If during that period it is found that workmanship is defective or that there has been work improperly performed, the contractor shall at his own cost and expense upon written order from the City, entirely remove any defective portion of the work or repair the same under the direction of the City of Lake Geneva Building Inspectors Office. Any and all dispute litigation must be handled in Walworth County WI Circuit Court. No attorney's fees paid to either party in the event of a dispute between the parties.

Advertisement,

City of Lake Geneva Replacement of Chiller at City Hall. 2022-01

The City of Lake Geneva is soliciting sealed proposals for replacement of the Chiller System at City Hall located at 626 Geneva St., Lake Geneva, WI 53147.

Sealed proposals shall be accepted until 10:00 am on Wednesday, July 13, 2022 in the Office of the Lake Geneva City Clerk, 626 Geneva St. Lake Geneva, WI 53147. Proposals shall be exclusive of sales tax, the City will furnish a tax exempt certificate to the successful proposer. Proposals shall be plainly marked, *City of Lake Geneva Replacement of Chiller at City Hall, Project # 2022-01* with name of proposer and date due included on envelope. No unsealed, faxed, emailed, electronic, late, unmarked or postage due proposals shall be accepted. The City is not responsible for late or misdirected mail or cartage therefor hand delivery is recommended. A City of Lake Geneva Pre-Qualification Packet must be on file with the City Clerk's Office prior to award of project, pre-qual packs are available at the Office of the City Clerk or on the City's web page. A Bid Bond or Certified Check of not less than 5% of the total proposal (Items 1 and 2) shall accompany the proposal. Proposers shall not contact any City Official or Elected representative other than the contact person or persons named in the Request for Proposals. Contact or discussion with any other City Official or elected representative shall be grounds for disqualification.

Successful proposer shall properly hold the City of Lake Geneva harmless from all damages occurring in any way by proposer's acts or negligence, or that of his employees, agents or workers. Proposer must provide indemnity and acceptable insurance in amounts approved by the City in the pre-qualification packet. Minimum Liability coverage of \$1,000,000.00.

Questions on this proposal can be directed to Mr. Tom DeBaere, City Hall Building Superintendent, (262) 248-3673 or email at buildingsuper@cityoflakegeneva.com. Viewing by appointment only. Bid packets can be obtained by contacting Ms. Nan Elder, DPW Office Admin Assistant, (262) 248-6644, dpwoffice@cityoflakegeneva.gov.

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mared Mechanical Contractors Corp.
W128 N8600 Old Orchard Rd
Menomonee Falls, WI 53051

OWNER:

(Name, legal status and address)

City of Lake Geneva
1065 Carey St.
Lake Geneva, WI 53147

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:

(Name, location or address, and Project number, if any)
Replacement of Chiller at City Hall Project 2022 - 01

Bond Number: 420850

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of June, 2022

Mared Mechanical Contractors Corp.


(Witness)

(Principal)

(Title)

(Seal)


(Witness) Samantha Hustoft

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Title) Jacob McQueston Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Bond #: 420850

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob McQuestion

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of June, 2022.



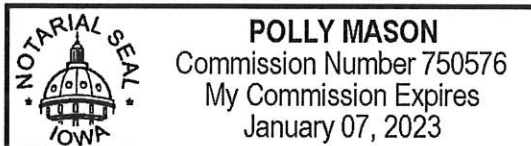
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2022.



William Warner Jr.
Secretary



City of Lake Geneva Public Works

Streets/Parks/Forestry/Cemeteries/Buildings and Grounds

1065 Carey St. Lake Geneva WI. 53147 (262)248-6644 fax (262)248-4913

The City of Lake Geneva, Wisconsin is requesting proposals for project 2022-01;

Replacement of Chiller at City Hall

Project 2022-01

ITEM 1

Pg. 1/5

1. Recover all refrigerant and glycol from existing system. Recycle per current laws.
2. Proper removal and disposal of existing unit and all relevant hardware to include electrical, plumbing, HVAC, fuel system, etc.
3. Furnish and install; one (1) Trane M/N CGAM052A2 Air Cooled Chiller Unit. 52 Ton total. Rated at 208/230VAC 3PH, Max Overcurrent Protection of 250amps. One (1) NEMA 3R, 208/230vac 3ph, 4-wire, 200amp fused disconnect suitable for project. Electrical, fuel, etc. connections included.
4. BAC net card.
5. Four (4) Scroll Compressors.
6. All lifting requirements including crane, rigging, personnel, etc.
7. One (1) year parts and labor warranty.
8. Four (4) year compressor warranty.
9. Update BAS database, graphics, etc.
10. Extend BACnet communication bus to new chiller.
11. Extend Tridium Software Maintenance Agreement for three (3) additional years.
12. Integrate chiller for viewing of parameters and alarms.
13. Start, run, test and check for proper operation.

Total for ITEM 1: \$ 82,200

ITEM 2

Pg. 2/5

1. Proper removal and disposal of two (2) existing B&G pumps.
2. Furnish and install two (2) new B&G M/N E-90, 2ABB Bronze Fitted Pumps.
3. Replace insulation where/when required. Consult Building Manager.
4. Furnish and install two (2) 208-230vac 3ph pump motors suitable to the task as per industry standard.
5. Start, run, test and check for proper operation.

Total for ITEM 2: \$ 8,920

TERMS, BID BOND:

25% down payment, monthly payments as presented by Contractor and approved by City Hall Building Manager. Minimum 7% retainage until final approval. Project shall be substantially completed within (120) days of acceptance unless specifically agreed to by the City. Material waiting times and/or shortages shall be communicated to the City Hall Building Manager for approval asap and within (5) days of acceptance. A 5% Bid Bond or Certified Check must accompany the proposal.

Miscellaneous:

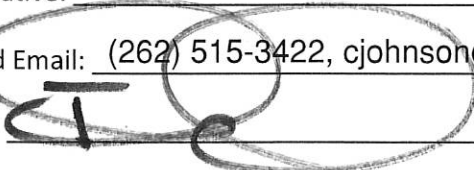
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Submitted:

Submitted by: Southport Engineered Systems (Company)

Representative: Cody Johnson (print)

Phone and Email: (262) 515-3422, cjohnson@southportengsys.com

Signature:  Date 7/13/22

Thomas Suchla, Managing Member

Acceptance by the City:

Pg. 3/5

Mayor, Ms. Charlene Klein: _____ Date _____

City Clerk, Ms. Lana Kropf: _____ Date _____

I hereby acknowledge that funds are available for this project: City Administrator, Mr. David Nord;

_____ Date _____

Contacts:

Proposal questions and viewing appointments:

1. Mr. Tom DeBaere, City Hall Building Manager
2. Mr. Tom Earle, Director of Public Works
3. Mr. Neil Waswo, Public Works Superintendent
4. Mr. David Nord, City Administrator

Bid Documents:

1. Ms. Nan Elder, DPW Office Assistant

Pre-Qualification packets:

1. Ms. Lana Kropf, City Clerk.
2. Ms. Vanessa Jahns, Assistant Clerk

Permits:

1. Mr. Fred Walling, Building Inspector
2. Ms. Brenda Follensbee, Building Clerk

Insurance and Liabilities:

1. The successful proposer shall have Liability Insurance as outlined in the pre-qualification packet naming the City as an additional insured. Minimum \$1,000,000.00 coverage.
2. Proposer agrees to save, defend, indemnify and hold harmless the City of Lake Geneva against all demands, liabilities, costs and expenses connected with the furnishing of any material or labor, or because of any injury to persons or property, or from the violation of law and infringement patents. The City of Lake Geneva in consideration for the proposer complying with the contract as provided for by the specifications, agrees to pay the proposer at the times and in the manner set forth in said specifications the sum and amounts set forth in said specifications the sum and amounts set forth in said proposal, pursuant hereof the contract was awarded to him, it being understood that such payment shall be upon invoices furnished by the contractor. It is further agreed by and between the parties hereto that all differences arising out of increase or diminution of contractors shall be adjusted by the City, the understanding being that the material and workmanship shall be free from all defects which might be caused by the use of poor materials, or improperly done. If during that period it is found that workmanship is defective or that there has been work improperly performed, the contractor shall at his own cost and expense upon written order from the City, entirely remove any defective portion of the work or repair the same under the direction of the City of Lake Geneva Building Inspectors Office. Any and all dispute litigation must be handled in Walworth County WI Circuit Court. No attorney's fees paid to either party in the event of a dispute between the parties.

Advertisement,

City of Lake Geneva Replacement of Chiller at City Hall. 2022-01

The City of Lake Geneva is soliciting sealed proposals for replacement of the Chiller System at City Hall located at 626 Geneva St., Lake Geneva, WI 53147.

Sealed proposals shall be accepted until 10:00 am on Wednesday, July 13, 2022 in the Office of the Lake Geneva City Clerk, 626 Geneva St. Lake Geneva, WI 53147. Proposals shall be exclusive of sales tax, the City will furnish a tax exempt certificate to the successful proposer. Proposals shall be plainly marked, *City of Lake Geneva Replacement of Chiller at City Hall, Project # 2022-01* with name of proposer and date due included on envelope. No unsealed, faxed, emailed, electronic, late, unmarked or postage due proposals shall be accepted. The City is not responsible for late or misdirected mail or cartage therefor hand delivery is recommended. A City of Lake Geneva Pre-Qualification Packet must be on file with the City Clerk's Office prior to award of project, pre-qual packs are available at the Office of the City Clerk or on the City's web page. A Bid Bond or Certified Check of not less than 5% of the total proposal (Items 1 and 2) shall accompany the proposal. Proposers shall not contact any City Official or Elected representative other than the contact person or persons named in the Request for Proposals. Contact or discussion with any other City Official or elected representative shall be grounds for disqualification.

Successful proposer shall properly hold the City of Lake Geneva harmless from all damages occurring in any way by proposer's acts or negligence, or that of his employees, agents or workers. Proposer must provide indemnity and acceptable insurance in amounts approved by the City in the pre-qualification packet. Minimum Liability coverage of \$1,000,000.00.

Questions on this proposal can be directed to Mr. Tom DeBaere, City Hall Building Superintendent, (262) 248-3673 or email at buildingsuper@cityoflakegeneva.com. Viewing by appointment only. Bid packets can be obtained by contacting Ms. Nan Elder, DPW Office Admin Assistant, (262) 248-6644, dpwoffice@cityoflakegeneva.gov.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Southport Engineered Systems, LLC

1343 S. 27th Street
Caledonia, WI 53108

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: ***FIVE PERCENT OF AMOUNT BID***

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Replacement of Chiller at City Hall

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

13th

day of July

2022
Southport Engineered Systems, LLC


(Witness)

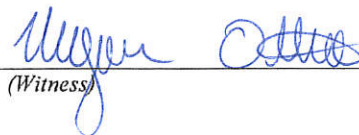
(Principal)

(Seal)

(Title) Thomas Suchta - Managing Member
Hudson Insurance Company

(Surety)

(Seal)


(Witness)

(Title)

Todd Schaap, Attorney-in-Fact

Init.

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Attest:
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By:
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 13th day of July, 2022.



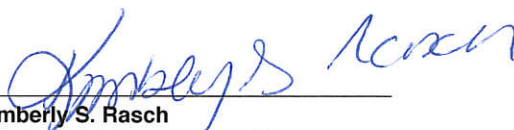
By:
Dina Daskalakis
Corporate Secretary

STATE OF WISCONSIN)

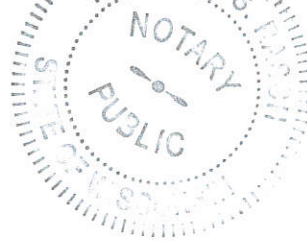
COUNTY OF **Kenosha**)

ON THIS 13th day of July, 2022,

before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**





Proposal

Proposal is valid for 30 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:
All Bidders

Date: August 4th, 2022

Job Name:
Lake Geneva City Hall Chiller

Proposal Number: T5-86949-1537-1

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	20-130 Ton Air-Cooled (CGAM)	CGAM052A2**2AXB2A1A1A1AX*A1A1A4XXXXXXAx3A1D1XXC*X

Product Data - Air-Cooled Scroll

Qty: 1 Tag(s): CGAM-1

Air-Cooled Scroll Packaged Chiller

Startup Included - Trane Service must start equipment for warranty to be honored

52 nominal tons

208 volt 3 phases 60 hertz

High efficiency/performance

Full factory refrigerant charge (HFC-410A)

Factory installed freeze protection

Refrigerant isolation valves (discharge valve)

Flow switch

Std cooling (40 to 65F/4.44 to 18C)

Grooved pipe connection

Factory insulation 0.75"

Performance based on ethylene glycol

High ambient (up to 125F/up to 52C)

Across the line starter/direct on line

Single point connection main line unit power

Terminal block conn for incoming lines

BACnet interface

Default A short circuit rating

Water strainer factory installed

Architectural louvered panels

5 year compressor parts

1 year parts, labor, and refrigerant warranty

Please Note:

- All equipment on this proposal will have 5K SCCR unless stated otherwise above. Higher SCCR's may be available for a premium cost. It is the purchaser's responsibility to determine the required SCCR rating.
- All Accessories must be field installed by Others.
- A Separate 115 Volt / 60 Hertz / 1 Phase, 20 Amp Fused Disconnect Switch Must Be Provided & Installed by the Mechanical Contractor to feed Evaporator Barrel Heater Tape
- **Not Including:** Owner Training, fused disconnect, Hot Gas Bypass, Rigging, Power / Control Wiring, Controls Integration, Pump Interlocks, Pumps, VFDs, Piping Specialties, Extended Warranty, Maintenance Service & Water Balancing.

Total Net Price (Excluding Sales Tax) \$ 46,720.00

AFTER August 4, high efficiency will be discontinued and extra high efficiency will be the only option available. ADD for Extra high efficiency = \$2,926.00

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS)**

(COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms

and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to

provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1221b)
Supersedes 1-26.130-4(1221)



Submittal

Prepared For:
All Bidders

Date: August 04, 2022

Job Name:
Lake Geneva City Hall Chiller

Trane U.S. Inc. is pleased to provide the following submittal for your review and approval.

Product Summary

Qty Product
2 Air-Cooled Scroll

NOTE:

1. Contractor to verify voltage, dimensions and connections before equipment will be released.

ITEM

Initials

Voltage verified as correct

Dimensions verified as correct

Terminal block verified as correct

5K SCCR verified as correct

John Phillips
Trane U.S. Inc.
234 W Florida St., 6th Floor
Milwaukee, WI 53204
Office Phone: (414) 266-5200

The attached information describes the equipment we propose to furnish for this project, and is submitted for your approval.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

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Tag Data - Air-Cooled Scroll (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-HE	1	20-130 Ton Air-Cooled (CGAM)	CGAM052A2**2AXB2A1A1A1AX*A1A1A4XXXXXA1A3A1D1XXC*X
A2	CGAM-EE	1	20-130 Ton Air-Cooled (CGAM)	CGAM052A2**3AXB2A1A1A1AX*A1A1A4XXXXXA1A3A1D1XXC*X

Product Data - Air-Cooled Scroll**All Units**

Air-Cooled Scroll Packaged Chiller
 Startup Included - Trane Service must start equipment for warranty to be honored
 52 nominal tons
 60 hertz
 208 volt 3 phases
 Full factory refrigerant charge (HFC-410A)
 With factory installed freeze protection
 Refrigerant isolation valves (discharge valve)
 UL listed to US and Canadian safety standard
 AHRI certified
 Factory installed flow switch - set point 15 cm/sec
 Phase Reversal Protection
 Std cooling (40 to 65F/4.44 to 18C)
 Grooved pipe connection
 Factory insulation 0.75"
 Performance based on ethylene glycol
 High ambient (up to 125F/up to 52C)
 Lanced aluminum fins
 Across the line starter/direct on line
 Single point connection main line unit power-ancillary items require other power
 Terminal block conn for incoming lines
 Enclosure type UL 1995 rated for outdoor applications
 BACnet interface
 Default A short circuit rating
 Elastomeric isolators
 With water strainer factory installed
 Super quiet
 Architectural louvered panels
 2nd-5th year compressor parts
 1st year labor warranty
 1st year refrigerant warranty

Item: A1 Qty: 1 Tag(s): CGAM-HE

High efficiency/performance
 ASHRAE 90.1 2010 compliant

Item: A2 Qty: 1 Tag(s): CGAM-EE

Extra efficiency/performance
 ASHRAE 90.1 all versions up to 2016

Performance Data - 20-130 Ton Air-Cooled (CGAM)

Tags	CGAM-HE	CGAM-EE
Refrigeration capacity (tons)	48.06	49.54
Total power input (kW)	59.83	56.80
Full load refrigeration efficiency (EER (Btu/W-h))	9.639	10.465
NPLV.IP (EER (Btu/W-h))	14.839	15.331
IPLV.IP (EER (Btu/W-h))	14.754	15.467
Sound power level (dBA)	89	89
Sound pressure level (dBA)	63	63
Refrigerant	R410A	R410A
Refrigerant charge circuit 1 (lb)	32.0	42.0
Refrigerant charge circuit 2 (lb)	32.0	42.0
Oil charge circuit 1 (gal)	1.74	1.74
Oil charge circuit 2 (gal)	1.74	1.74
Entering fluid evap (F)	53.99	53.99
Leaving fluid evap (F)	44.00	44.00
Flow evap (gpm)	126.05	129.93
Min flow evap (gpm)	58.80	58.80
Min flow PD evap+strainer (ft H2O)	5.22	5.22
Evap fluid concentration (%)	30.00	30.00
Evap fluid freeze point (F)	6.92	6.92
Fluid pressure drop evap (ft H2O)	16.95	17.94
Total PD evap+strainer (ft H2O)	22.31	23.63
Evap fouling factor (hr-sq ft-deg F/ Btu)	0.000100	0.000100
Saturated evap temp circuit 1 (F)	36.33	36.09
Saturated evap temp circuit 2 (F)	36.32	36.08
Ambient air temperature (F)	95.00	95.00
Elevation (ft)	0.00	0.00
Saturated cond temp circuit 1 (F)	125.90	120.91
Saturated cond temp circuit 2 (F)	125.90	120.91
Compressor power input (kW)	54.90	51.79
RLA - compressor 1A (A)	51.40	51.40
LRA - compressor 1A (A)	315.00	315.00
RLA - compressor 1B (A)	51.40	51.40
LRA - compressor 1B (A)	315.00	315.00
RLA - compressor 2A (A)	51.40	51.40
LRA - compressor 2A (A)	315.00	315.00
RLA - compressor 2B (A)	51.40	51.40
LRA - compressor 2B (A)	315.00	315.00
Total airflow (cfm)	37223	35876
Number of Fans ()	4	4
Fan power (kW)	4.61	4.69
FLA - Condenser Fan (each) (A)	6.20	6.20
Single point power MCA (A)	246	246
Single point power MOP (A)	250	250
Short circuit current rating (A)	5000	5000
Number of compressors ()	4	4
Number of circuits ()	2	2
Refrigeration capacity steps ()	4	4
Shipping weight (lb)	3761	3959
Operating weight (lb)	3806	4005
Length (in)	114	114
Width (in)	88	88
Height (in)	85	85
Field Purchased Evaporative Pre-Cooler	No Pre-Cooling	No Pre-Cooling

Product Report - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-HE
Unit Overview

Chiller Model	CGAM
Unit Nominal Tonnage	52 tons
Unit Type	High efficiency
Refrigeration Capacity	48.06 tons
Cooling Efficiency	9.639 EER (Btu/W-h)
IPLV/IP	14.75 EER (Btu/W-h)
NPLV/IP	14.84 EER (Btu/W-h)
Elevation	0.000 ft
Unit Frequency	60. hertz
Unit Voltage	208.volt 3 phases
Refrigerant Type	R410A
Number of compressor	4
Number of circuits	2
Number of capacity steps	4
Agency Listing	UL/CUL
Model Number	CGAM052A2**2AXB2A1A1A1AX* A1A1A4XXXXXA1A3A1D1XXC* X


Evaporator Information

Evaporator Application					
Std cooling					
Fluid Temperatures		Flow Rate			
Evaporator Leaving	44.00 F	Design Flow	126.1 gpm	Freeze protection	With freeze protection
Evaporator Entering	53.99 F	Min Flow	58.80 gpm	Fouling factor	0.000100 hr-sq ft-deg F/ Btu
Fluid Properties		Fluid Pressure Drop		Flow switch set point	Flow switch set point 15 cm/sec
Fluid Type	Ethylene glycol	Total PD evap+strainer	22.3 ft H2O	Water connection size	3.000 in
Fluid Concentration	30.00 %	Design Evap PD	16.9 ft H2O		
Freeze Point	6.92 F	Min PD	5.22 ft H2O		

Condenser Information

Unit Application	High ambient	Fin Material	Lanced aluminum		
Ambient Air Temp.	95.0 F	Total airflow	37223 cfm	Number of Fans	4

Unit Electrical

Unit					RLA	LRA
Compressor Starter	Across the line	Incoming Power Line Conn. Type	Single point	Compressor A	51.40 A	315.00 A
Total Power	59.83 kW	Power Line Conn. Type	Terminal block	Compressor B	51.40 A	315.00 A
Compressor Power	54.90 kW	Short Circuit Current Option	Default	Compressor D	51.40 A	315.00 A
Fan Power	4.610 kW	Short Circuit Current Rating	5000 A	Compressor E	51.40 A	315.00 A
Fan FLA	6.20 A	Single Point Power MCA	246 A			
		Single Point Power MOP	250 A			

Physical Information

Dimensions		Weights			Refrigerant Charge	Oil Charge
Length	114 in	Operating Weight	3806 lb	Circuit 1	32.0 lb	1.74 gal
Width	88 in	Shipping Weight	3761 lb	Circuit 2	32.0 lb	1.74 gal
Height	85 in					

Unit Acoustics (A-Weighted)

A-Weighted	Sound Power	Sound Pressure*	Unit Sound Package
100%	89 dBA	63 dBA	Super quiet

Note: In Accordance with AHRI 370

*Note: at 30 feet in free field

Product Report - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-HE
Partload Information

Partload Data.IP - IPLV 14.98 EER (Btu/W-h)								
Load %	Cap. tons	LWT Evap F	EWI Evap F	Flow Evap gpm	WPD Evap ft H ₂ O	Amb F	Power kW	Eff. EER (Btu/W-h)
100	48.84	44.00	54.00	116.8	16.5	95.0	60.11	9.750
75	36.64	44.00	51.49	116.8	16.5	80.0	33.30	13.20
50	24.42	44.00	49.00	116.8	16.5	65.0	18.06	16.23
25	12.21	44.00	46.50	116.8	16.5	55.0	8.661	16.92

Warranty

Standard Warranty

Regulatory Compliance
ASHRAE 90.1

This unit complies with the efficiency requirements of ASHRAE 90.1 and CSA C743 - all versions up to 2016.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Unit contains freeze protection liquids in the evaporator and is certified when rated per the Standard with water.


Information for LEED Projects

Refrigerant (R410A) - ckt 1	32.0 lb	This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.
Refrigerant (R410A) - ckt 2	32.0 lb	
Rated Capacity (AHRI)	48.00 tons	The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.
Rated Efficiency (AHRI)	9.750 EER (Btu/W-h)	
IPLV	14.75 EER (Btu/W-h)	
Refrigeration Capacity	48.06 tons	
Cooling Efficiency	9.639 EER (Btu/W-h)	
Compress Power	54.90 kW	
Fan Motor Power	4.610 kW	

Trane Select Assist 251
 Version Number:
 Data Generation Date: 9/14/2021

Product Report - Air-Cooled Scroll
Item: A2 Qty: 1 Tag(s): CGAM-EE
Unit Overview

Chiller Model	CGAM
Unit Nominal Tonnage	52 tons
Unit Type	Extra efficiency
Refrigeration Capacity	49.54 tons
Cooling Efficiency	10.47 EER (Btu/W-h)
IPLV/IP	15.47 EER (Btu/W-h)
NPLV/IP	15.33 EER (Btu/W-h)
Elevation	0.000 ft
Unit Frequency	60. hertz
Unit Voltage	208.volt 3 phases
Refrigerant Type	R410A
Number of compressor	4
Number of circuits	2
Number of capacity steps	4
Agency Listing	UL/CUL
Model Number	CGAM052A2**3AXB2A1A1A1AX* A1A1A4XXXXXA1A3A1D1XXC* X


Evaporator Information

Evaporator Application					
Std cooling					
Fluid Temperatures		Flow Rate			
Evaporator Leaving	44.00 F	Design Flow	129.9 gpm	Freeze protection	With freeze protection
Evaporator Entering	53.99 F	Min Flow	58.80 gpm	Fouling factor	0.000100 hr-sq ft-deg F/ Btu
Fluid Properties		Fluid Pressure Drop		Flow switch set point	Flow switch set point 15 cm/sec
Fluid Type	Ethylene glycol	Total PD evap+strainer	23.6 ft H2O	Water connection size	3.000 in
Fluid Concentration	30.00 %	Design Evap PD	17.9 ft H2O		
Freeze Point	6.92 F	Min PD	5.22 ft H2O		

Condenser Information

Unit Application	High ambient	Fin Material	Lanced aluminum		
Ambient Air Temp.	95.0 F	Total airflow	35876 cfm	Number of Fans	4

Unit Electrical

Unit					RLA	LRA
Compressor Starter	Across the line	Incoming Power Line Conn. Type	Single point	Compressor A	51.40 A	315.00 A
Total Power	56.80 kW	Power Line Conn. Type	Terminal block	Compressor B	51.40 A	315.00 A
Compressor Power	51.79 kW	Short Circuit Current Option	Default	Compressor D	51.40 A	315.00 A
Fan Power	4.690 kW	Short Circuit Current Rating	5000 A	Compressor E	51.40 A	315.00 A
Fan FLA	6.20 A	Single Point Power MCA	246 A			
		Single Point Power MOP	250 A			

Physical Information

Dimensions		Weights			Refrigerant Charge	Oil Charge
Length	114 in	Operating Weight	4005 lb	Circuit 1	42.0 lb	1.74 gal
Width	88 in	Shipping Weight	3959 lb	Circuit 2	42.0 lb	1.74 gal
Height	85 in					

Unit Acoustics (A-Weighted)

A-Weighted	Sound Power	Sound Pressure*	Unit Sound Package
100%	89 dBA	63 dBA	Super quiet

Note: In Accordance with AHRI 370

*Note: at 30 feet in free field

Product Report - Air-Cooled Scroll
Item: A2 Qty: 1 Tag(s): CGAM-EE
Partload Information

Partload Data.IP - IPLV 15.47 EER (Btu/W-h)								
Load %	Cap. tons	LWT Evap F	EWT Evap F	Flow Evap gpm	WPD Evap ft H ₂ O	Amb F	Power kW	Eff. EER (Btu/W-h)
100	50.39	44.00	54.00	120.5	17.5	95.0	57.05	10.60
75	37.80	44.00	51.49	120.5	17.5	80.0	32.87	13.80
50	25.20	44.00	49.00	120.5	17.5	65.0	18.25	16.57
25	12.60	44.00	46.50	120.5	17.5	55.0	8.603	17.58

Warranty

Standard Warranty

Regulatory Compliance
ASHRAE 90.1

This unit complies with the efficiency requirements of ASHRAE 90.1 and CSA C743 - all versions up to 2016.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Unit contains freeze protection liquids in the evaporator and is certified when rated per the Standard with water.


Information for LEED Projects

Refrigerant (R410A) - ckt 1	42.0 lb	ASHRAE 90.1 - all versions up to 2016
Refrigerant (R410A) - ckt 2	42.0 lb	
Rated Capacity (AHRI)	50.39 tons	This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.
Rated Efficiency (AHRI)	10.60 EER (Btu/W-h)	
IPLV	15.47 EER (Btu/W-h)	
Refrigeration Capacity	49.54 tons	The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.
Cooling Efficiency	10.47 EER (Btu/W-h)	
Compress Power	51.79 kW	
Fan Motor Power	4.690 kW	

Trane Select Assist 261
 Version Number:
 Data Generation Date: 7/26/2022

Mechanical Specifications - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE**Foundation**

Provide rigid, non-warping mounting pads or a concrete foundation of sufficient strength and mass to support the applicable operating weight (i.e. including completed piping, and full operating charges of refrigerant, oil and water). The expectation of Trane equipment is that piping is fully supported by an independent structure/system, without being connected to the waterbox. Once in place, the unit must be level within 1/2" across the length and width of the unit. The Trane Company is not responsible for equipment problems resulting from an improperly designed or constructed foundation.

Center Of Gravity

Different unit configurations and options may cause a variation in the center of gravity from what is listed in the submittal.. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

General

Units are constructed of a galvanized steel frame with galvanized steel panels and access doors. Component surfaces are finished with a powder-coated paint.

Each unit ships with full operating charges of refrigerant and oil.

Compressor and Motor

The unit is equipped with four hermetic, direct-drive, 3600 rpm 60 Hz suction gas-cooled scroll compressors. The simple design has only three major moving parts and a completely enclosed compression chamber which leads to increased efficiency. Overload protection is internal to the compressors. The compressor includes: centrifugal oil pump, oil level sight glass and oil charging valve. Each compressor will have compressor heaters installed and properly sized to minimize the amount of liquid refrigerant present in the oil sump during off cycles.

Unit-Mounted Starter

The control panel is designed per UL 1995. The starter is in an across-the-line configuration, factory-mounted and fully pre-wired to the compressor motor and control panel. Typically, Trane scroll compressors are up to full speed in one second when started across-the-line.

A factory-installed, factory-wired 820 VA control power transformer provides all unit control power (120 Vac secondary) and Trane CH530 module power (24 Vac secondary).

Power line connection type is standard with a terminal block.

Power Connection

Power connections include main three-phase power and one separate 115V, 20 amp customer provided single phase power connection is required to power the heaters (if used for freeze protection).

Short circuit current rating of 5 kA is provided.

Evaporator

Braze plate evaporator is made of stainless steel with copper as the braze material. It is designed to withstand a refrigerant side working pressure of 430 psig (29.6 bars) and a waterside working pressure of 150 psig (10.5 bars). Evaporator is tested at 1.1 times maximum allowable refrigerant side working pressure and 1.5 times maximum allowable water side working pressure. It has one water pass. A water strainer and a flow switch are factory installed.

Immersion heaters protect the evaporator to an ambient of -20°F (-29°C).

All evaporators have grooved pipe connections.

Note: An additional 115V, 20 amp field provided single phase power connection is required to power the heaters (if used for freeze protection).

Condenser

Air-cooled condenser coils have lanced aluminum fins mechanically bonded to internally-finned copper tubing.

The condenser coil has an integral sub-cooling circuit. The maximum allowable working pressure of the condenser is 650 psig (44.8 bars). Condensers are factory proof tested at 650 psig (44.8 bars).

Direct-drive vertical discharge condenser fans are balanced and individually protected. Three-phase condenser fan motors with permanently lubricated ball bearings and external thermal overload protection are provided.

The unit starts and operates from 32.0 F to 125.0 F.

Refrigerant Circuits

The unit has dual refrigerant circuits. Each refrigerant circuit has Trane scroll compressors piped in parallel with a passive oil management system. A passive oil management system maintains proper oil levels within compressors and has no moving parts. Each refrigerant circuit includes filter drier, electronic expansion valve, liquid line and discharge service valves. Capacity modulation is achieved by turning compressors on and off. The unit has four capacity stages.

Unit Controls

The microprocessor-based control panel is factory-installed and factory-tested. The control system is powered by a pre-wired control power transformer, and will turn on and off compressors to meet the load. Microprocessor-based chilled water reset based on return water is standard. The unit comes with a factory installed flow switch.

The Trane CH530 microprocessor automatically acts to prevent unit shutdown due to abnormal operating conditions associated with low evaporator refrigerant temperature and high condensing temperature. If an abnormal operating condition continues and the protective limit is reached, the machine will shut down.

The panel includes machine protection for the following conditions: low evaporator refrigerant temperature and pressure, high condenser refrigerant pressure, critical sensor or detection circuit faults, lost communication between modules, phase loss, phase reversal, over temperature protection, external and local emergency stop, and loss of evaporator water flow.

When a fault is detected, the control system conducts more than 100 diagnostic checks and displays results. The display will identify the fault, indicate date, time, and operating mode at time of occurrence, and provide type of reset required and a help message.

Data contained in available reports includes: water and air temperatures, refrigerant pressures and temperatures, flow switch status, EXV position, and compressor starts and run-time. All necessary settings and setpoints are programmed into the microprocessor-based controller via the operator interface. The controller is capable of receiving signals simultaneously from a variety of control sources, in any combination, and priority order of control sources can be programmed.

Communications

BACNet Interface allows the user to easily interface using BACNet MS/TP via a single twisted-pair wiring to a factory-installed and tested communication board.

Architectural Louvered Panels

Louvered panels cover the complete condensing coil and service area beneath the condenser.

Isolators

Molded elastomeric isolators, sized to reduce vibration transmission to the supporting structure when the unit is installed, ship with the chiller.

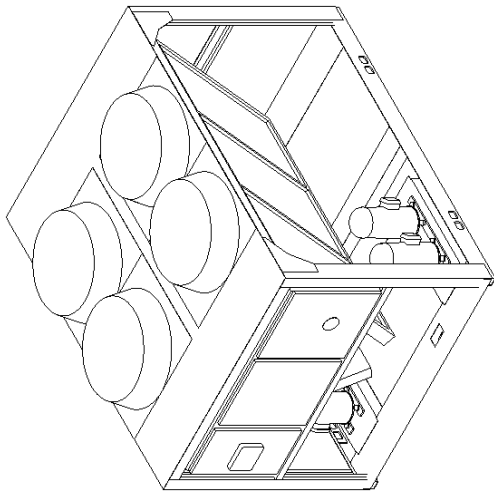
Dimensional Drawings - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

INLET/OUTLET WATER
CONNECTION SIZE

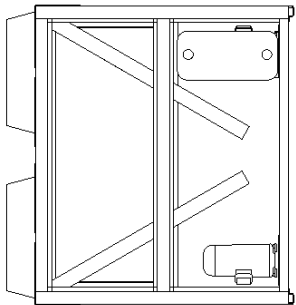
BRAZE PLATE
WATER VOLUME/STORAGE

3" (80mm)

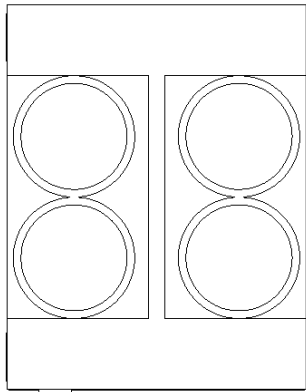
4.1 GAL (15.6 LITERS)



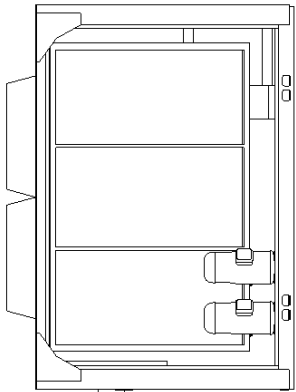
ISOMETRIC VIEW



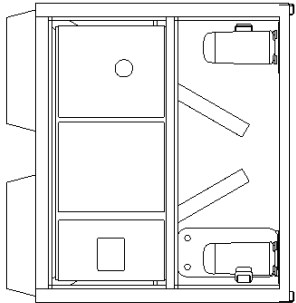
BACK VIEW



TOP VIEW



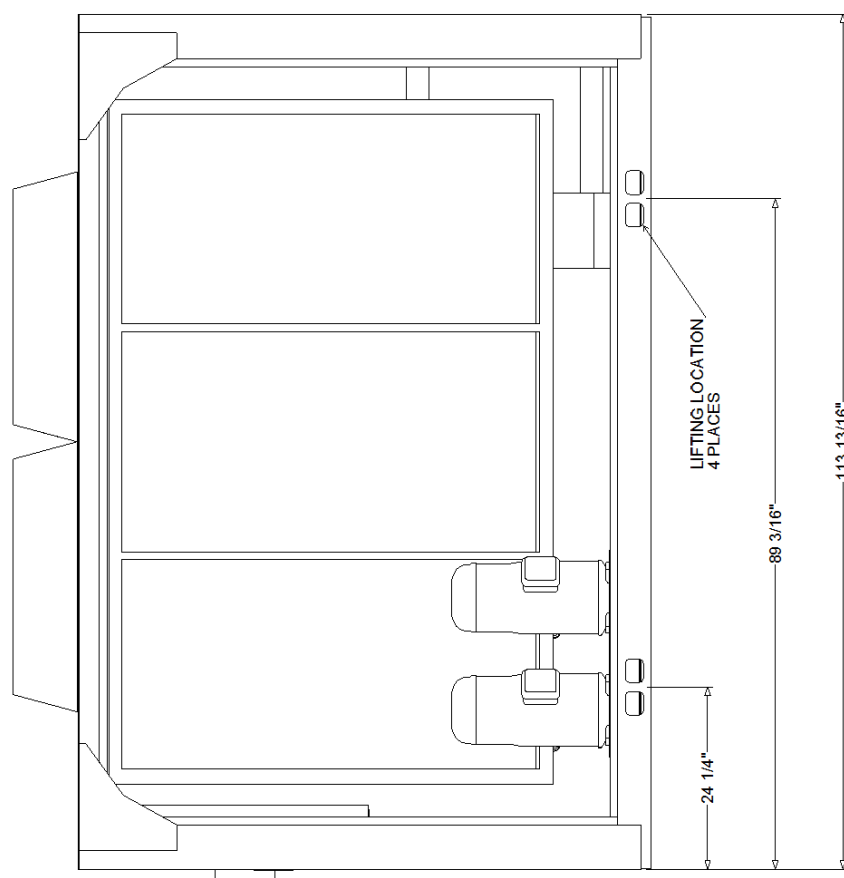
RIGHT SIDE VIEW



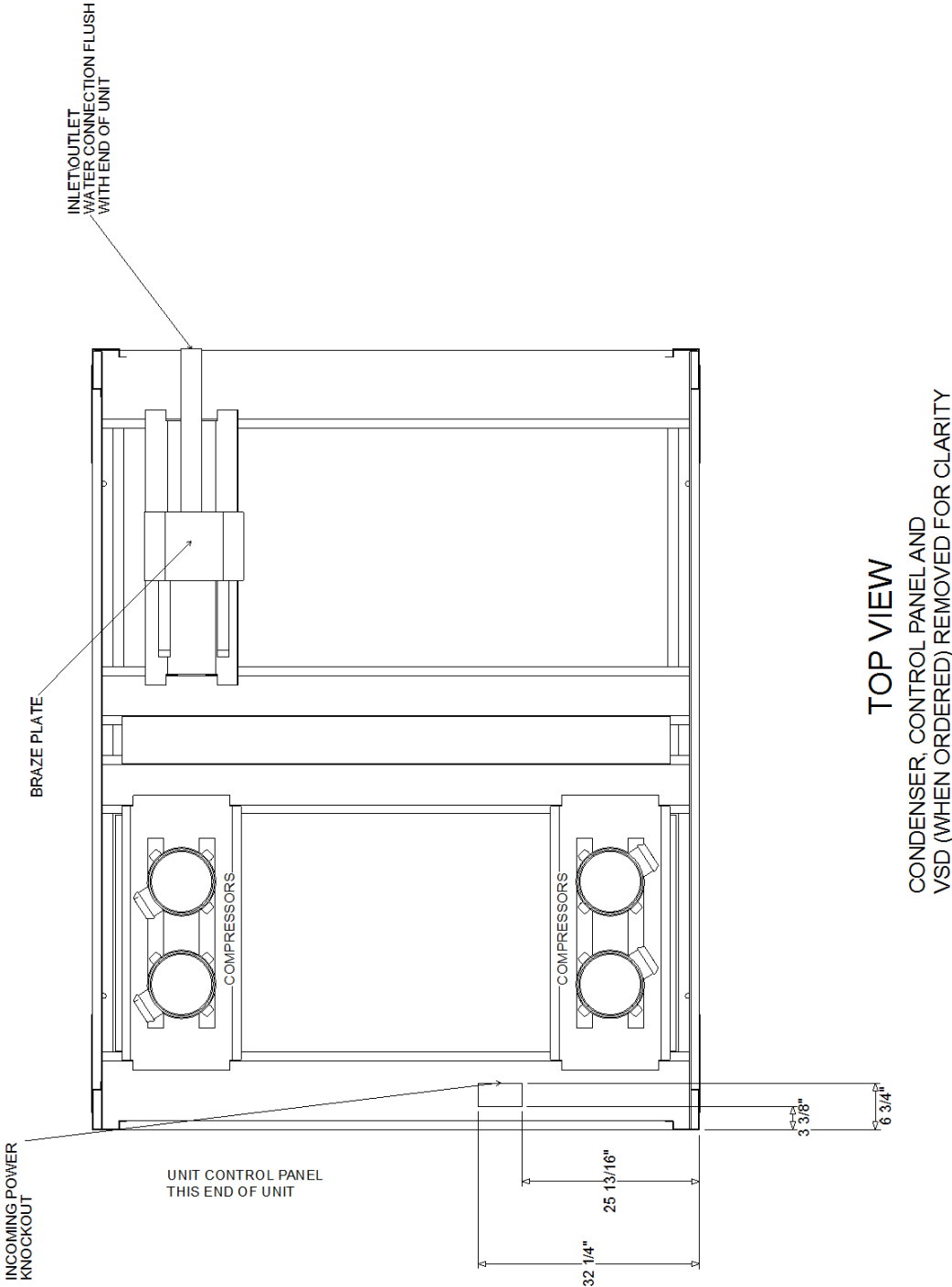
FRONT VIEW

Dimensional Drawings - Air-Cooled Scroll

Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

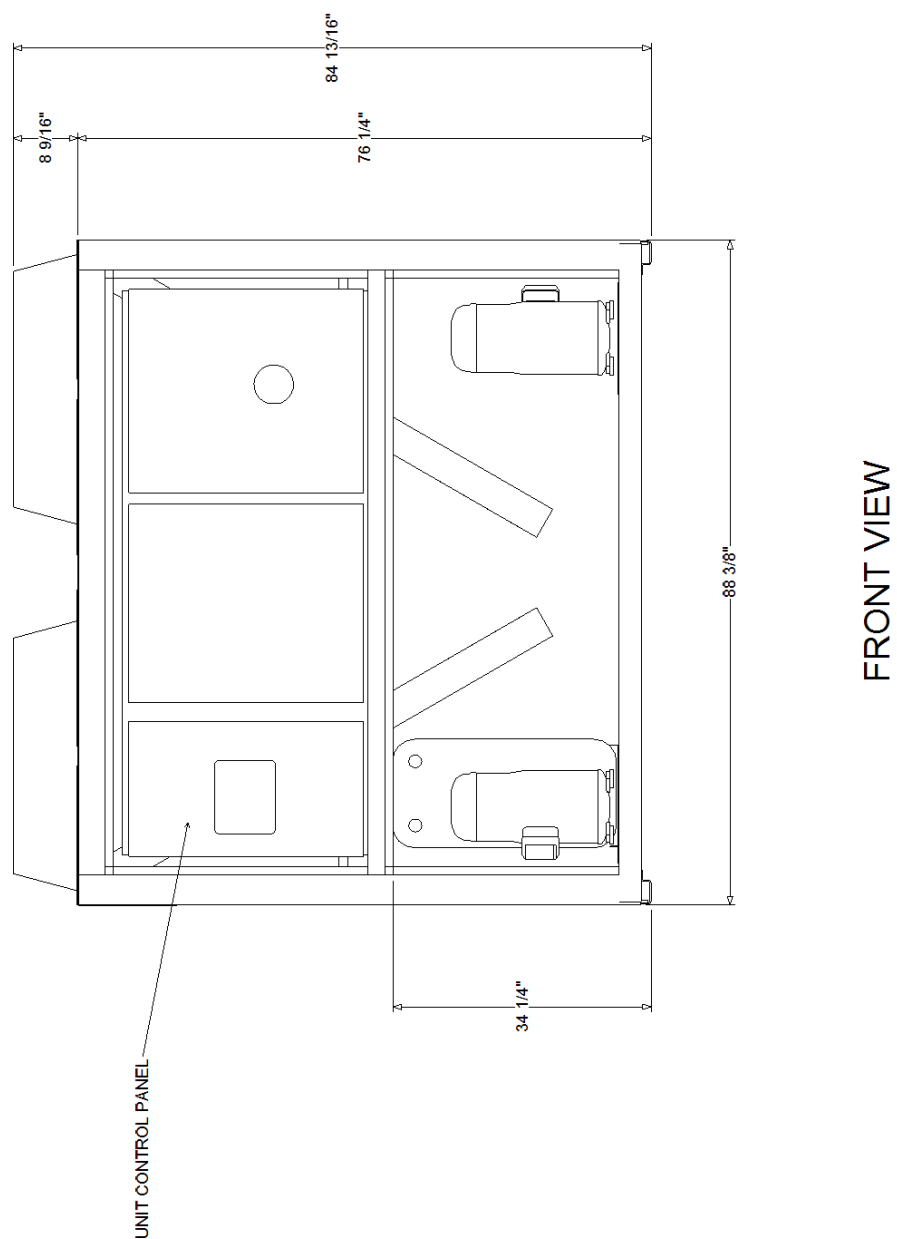


Dimensional Drawings - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

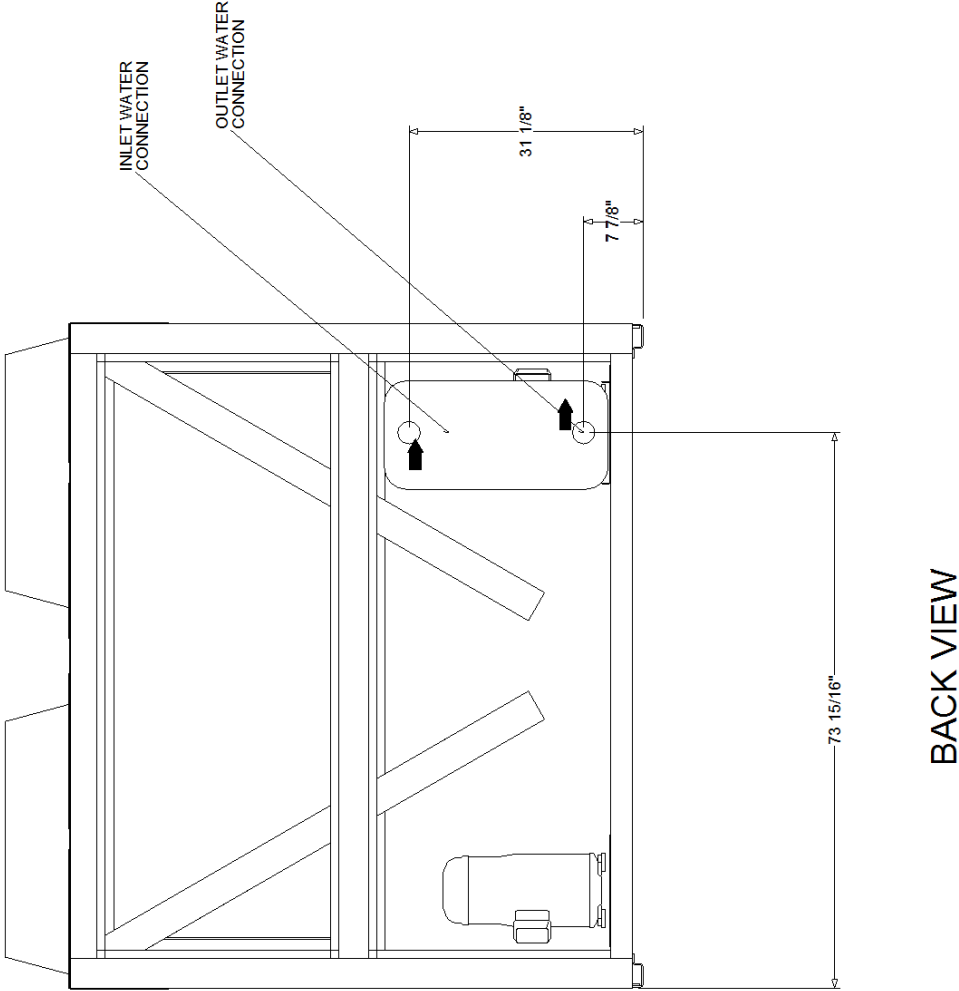


Dimensional Drawings - Air-Cooled Scroll

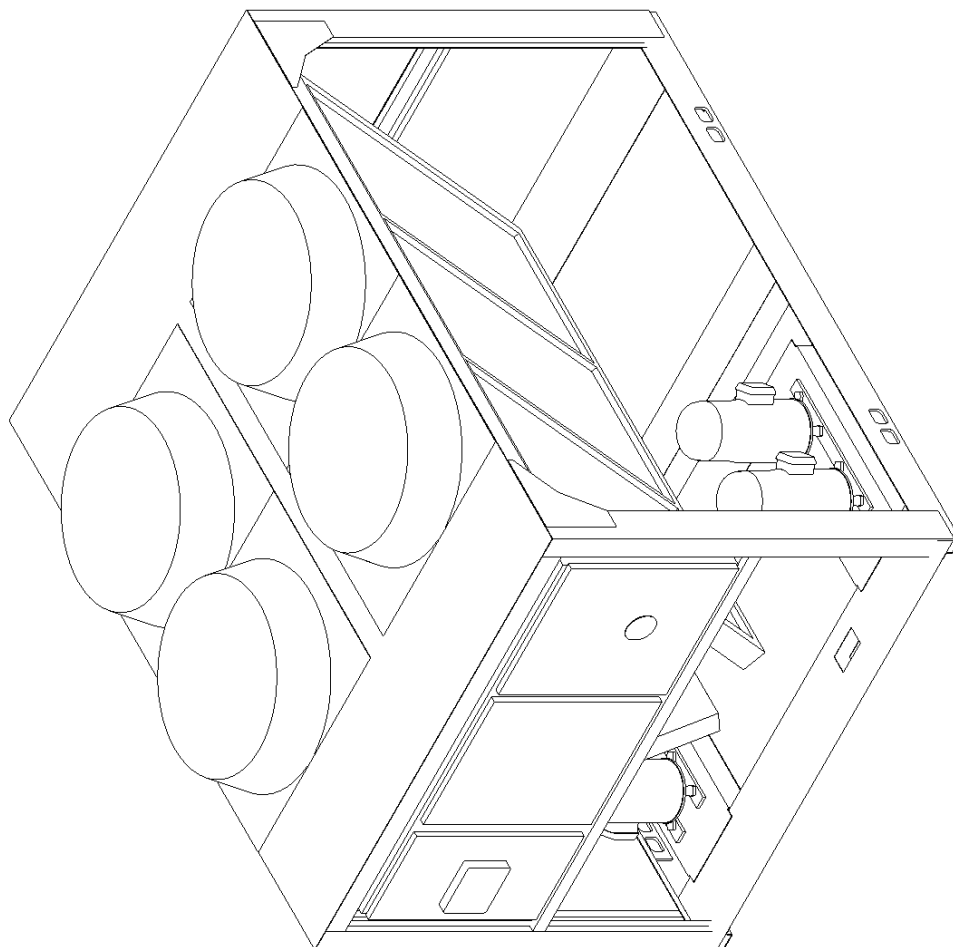
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE



Dimensional Drawings - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE



Dimensional Drawings - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

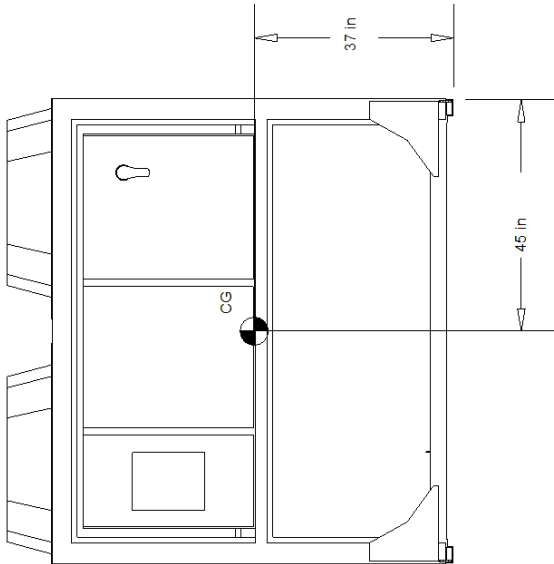


ISOMETRIC VIEW

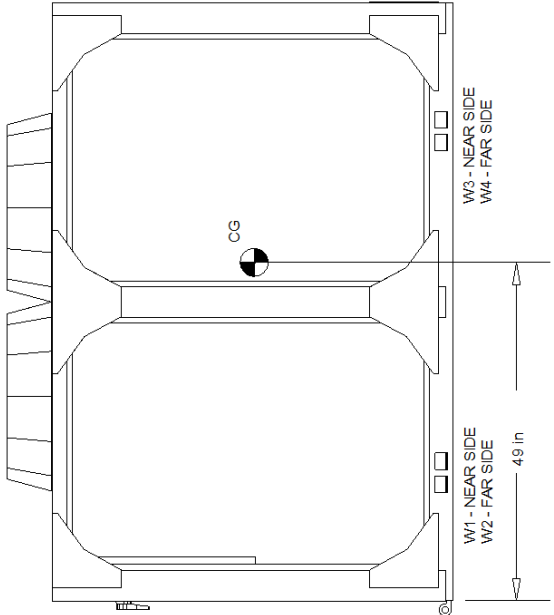
Weight, Clearance & Rigging - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-HE

UNIT CENTER OF GRAVITY

LIFTING WEIGHTS				
W1	W2	W3	W4	SHIPPING WEIGHT
1,127 lb	1,166 lb	678 lb	702 lb	3,761 lb



FRONT VIEW
CONTROL PANEL END



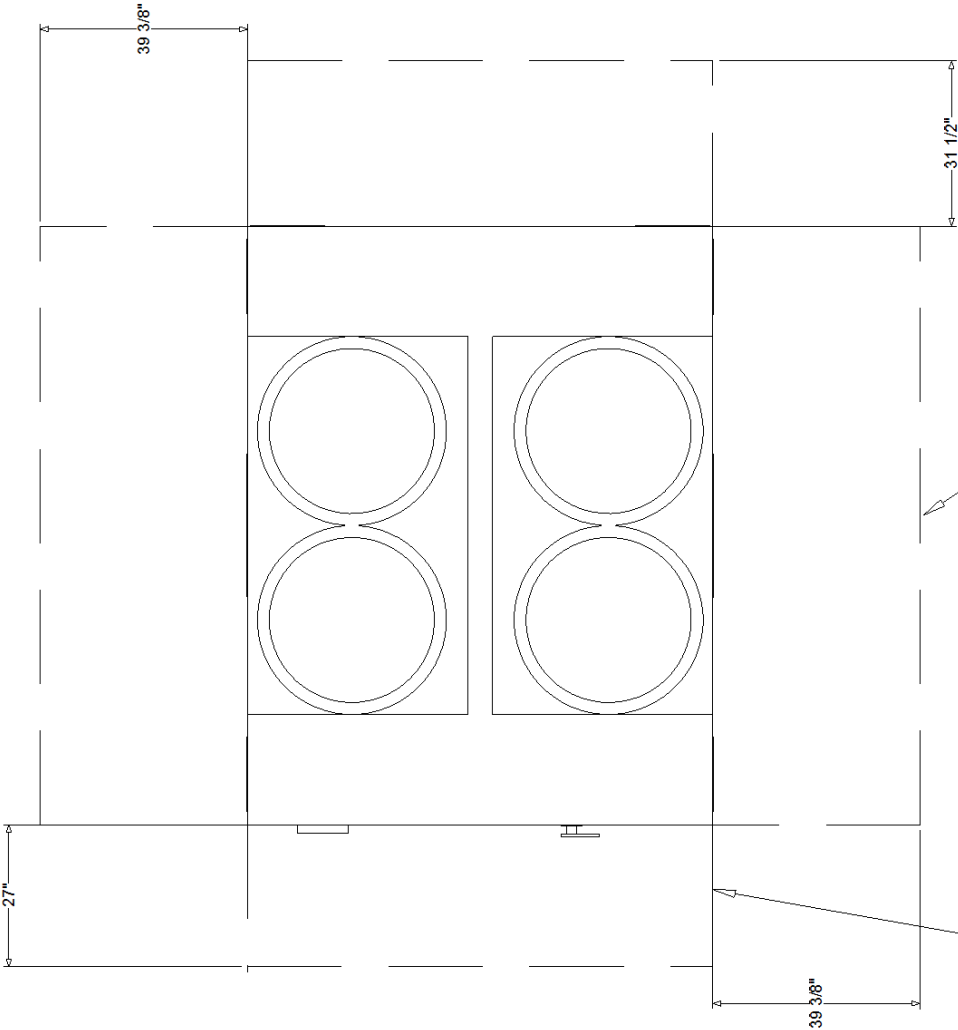
SIDE VIEW

Different unit configurations and options may cause a variation in the center of gravity from what is listed. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

Weight, Clearance & Rigging - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

UNIT CLEARANCE

NO OBSTRUCTIONS ABOVE THE CONDENSER



TOP VIEW

Weight, Clearance & Rigging - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

UNIT RIGGING

LIFTING A UNIT WITH EQUAL LENGTH STRAPS WILL NOT PRODUCE A LEVEL UNIT DURING THE LIFT BECAUSE THE CG WILL NOT BE AT THE MIDPOINT BETWEEN THE BASE LIFTING HOLES. THE FOLLOWING ADJUSTMENTS MUST BE MADE TO PRODUCE A LEVEL LIFT:

- SINGLE SPREADER BAR LIFTING METHOD
IF THE UNIT CG IS CLOSER TO THE CONTROL PANEL, THE STRAPS ON THE CONTROL PANEL SIDE OF THE SPREADER BAR MUST BE ADJUSTED TO BE SHORTER THAN THOSE ON THE OPPOSITE SIDE OF THE SPREADER BAR, ALLOWING THE SPREADER BAR TO MOVE TOWARD THE CONTROL PANEL AND OVER THE UNIT CG. SEVERAL ADJUSTMENTS OF THE STRAP LENGTH MAY BE REQUIRED TO PRODUCE A LEVEL UNIT DURING LIFT.
- H-TYPE SPREADER BAR LIFTING METHOD
IF THE STRAPS FROM THE H BAR TO THE UNIT BASE ARE THE SAME LENGTH, THE CRANE LIFTING POINT ON THE CENTER WEB OF THE H BAR MUST BE ADJUSTED TO PRODUCE A LEVEL UNIT LIFT.

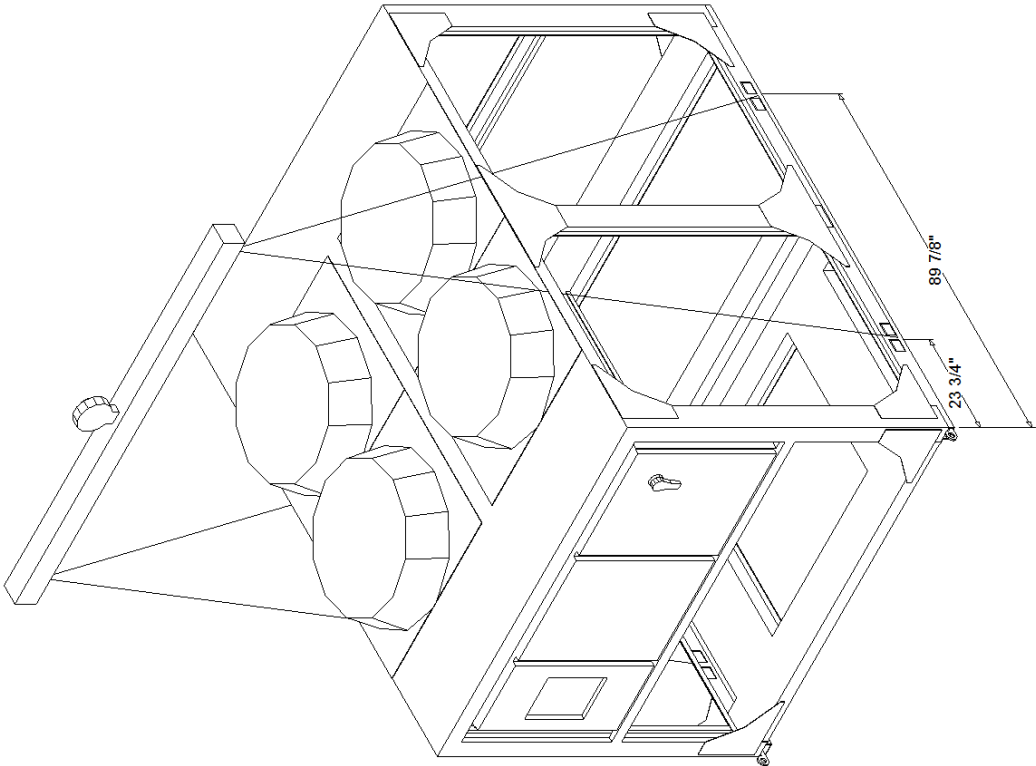
**WARNING**

IMPROPER LIFTING AND MOVING!

USE SPREADER BAR AS SHOWN IN DIAGRAM. REFER TO INSTALLATION MANUAL OR NAMEPLATE FOR UNIT WEIGHT. REFER TO INSTALLATION INSTRUCTIONS LOCATED INSIDE CONTROL PANEL FOR FURTHER RIGGING INFORMATION.

OTHER LIFTING ARRANGEMENTS COULD RESULT IN DEATH, SERIOUS INJURY OR EQUIPMENT DAMAGE.

DO NOT ALLOW LIFTING STRAPS TO CONTACT UNIT DURING LIFT!

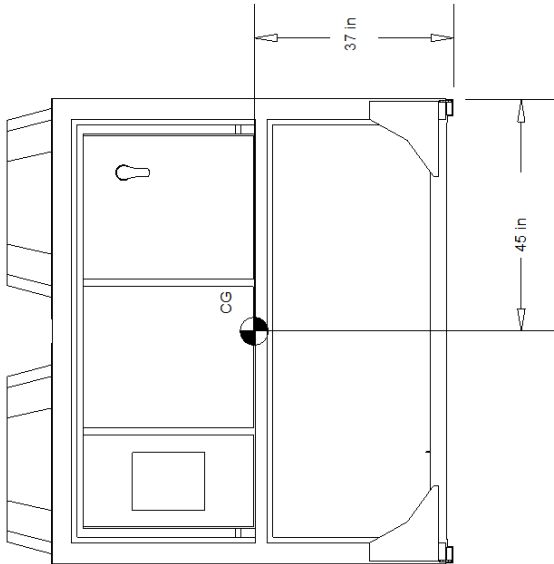


ISOMETRIC VIEW

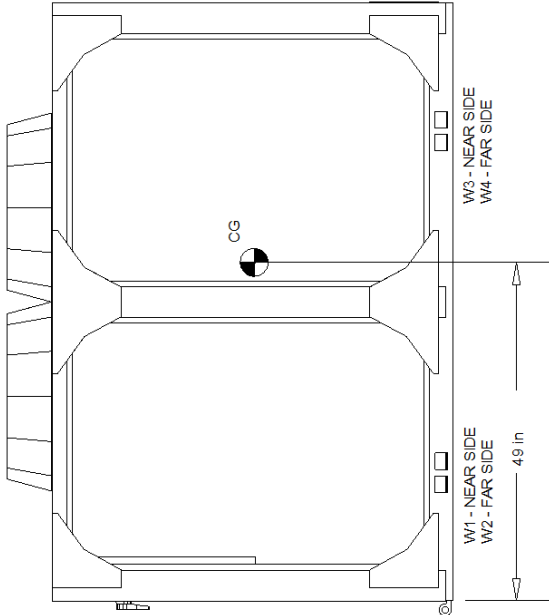
Weight, Clearance & Rigging - Air-Cooled Scroll
Item: A2 Qty: 1 Tag(s): CGAM-EE

UNIT CENTER OF GRAVITY

LIFTING WEIGHTS				
W1	W2	W3	W4	SHIPPING WEIGHT
1,164 lb	1,201 lb	715 lb	738 lb	3,959 lb



FRONT VIEW
CONTROL PANEL END



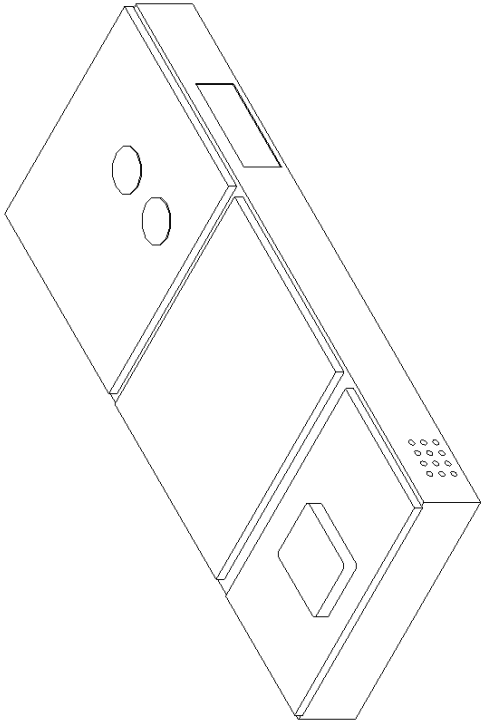
SIDE VIEW

Different unit configurations and options may cause a variation in the center of gravity from what is listed. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

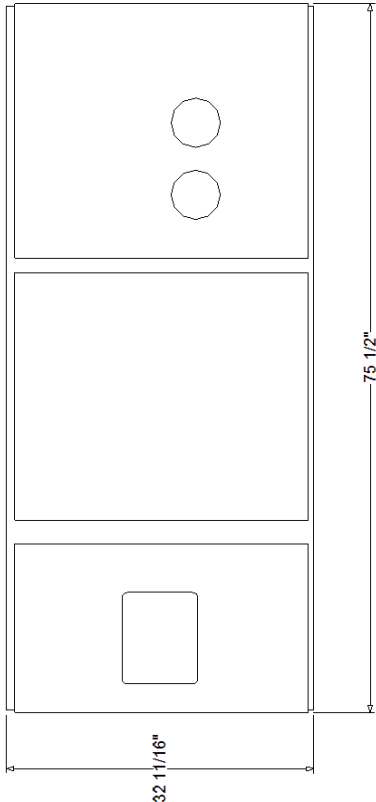
Accessory - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-HE

CUSTOMER WIRE SELECTION TABLE				
POWER WIRE CONNECTION TO TERMINAL BLOCK (1X1)				
UNIT SIZE	UNIT EFF	VOLTAGE	CIR 1 & 2 (SINGLE POINT POWER) LUG WIRE SIZE RANGE (PER PHASE)	
052	HIGH	200	(1 MAX conductor per phase) 4 AWG - 500 MCM	

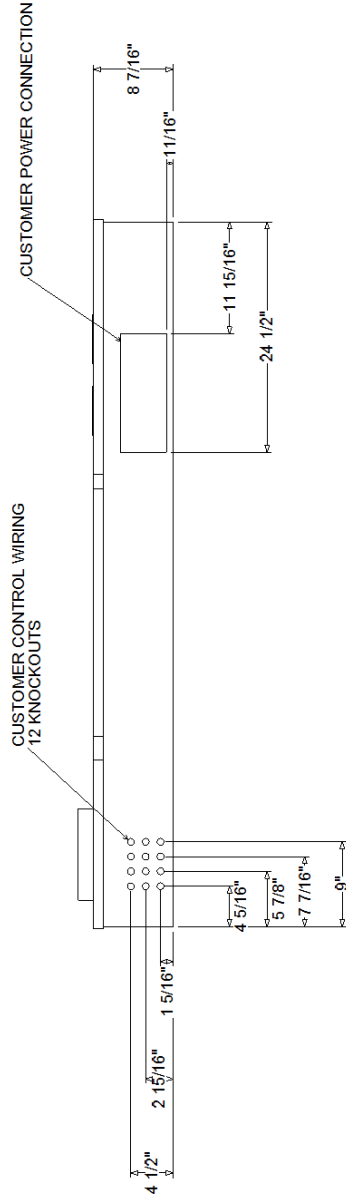
SHORT CIRCUIT RATING	5kA
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ISOMETRIC VIEW



FRONT VIEW

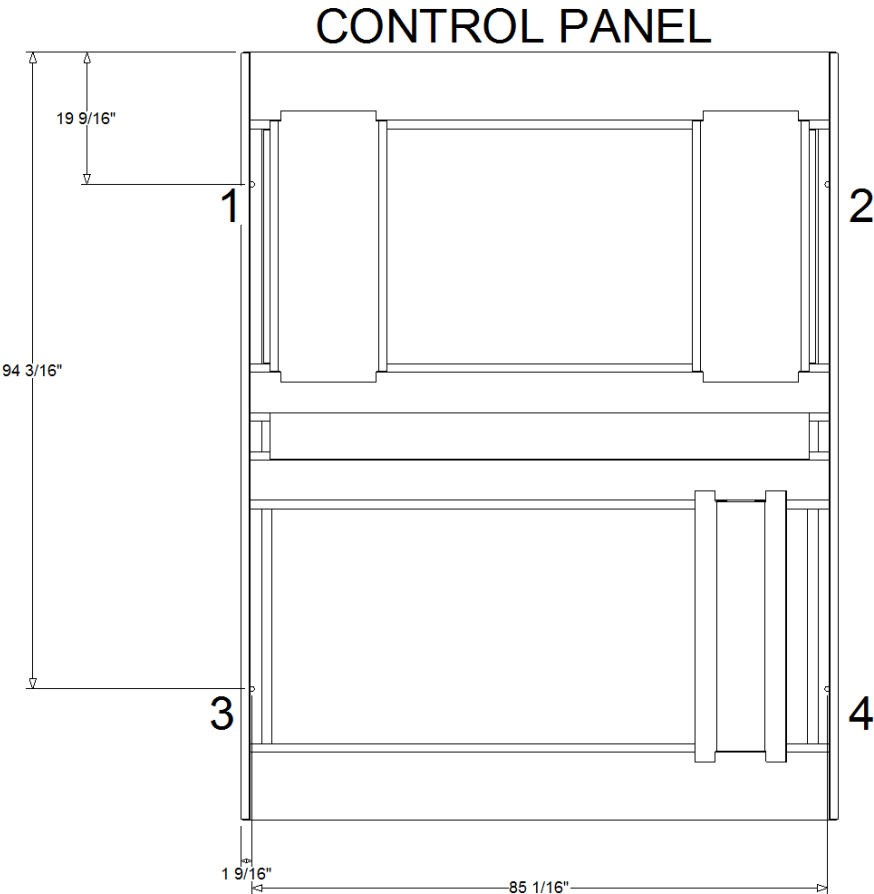


BOTTOM VIEW

Accessory - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-HE

UNIT SIZE	MOUNTING LOCATIONS & POINT LOAD WEIGHTS						TOTAL OPERATING WEIGHT
	1	2	3	4	5	6	
052	1,080 lb	1,155 lb	714 lb	768 lb	N/A	N/A	3,806 lb

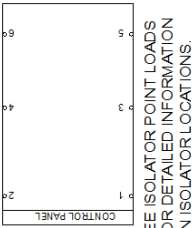
MOUNTING HOLE DIAMETER 3/4"



TOP VIEW

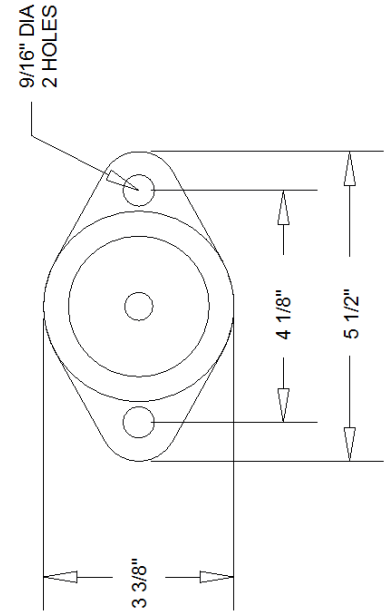
DIMENSIONS ARE REFERENCED FROM
THE END AND SIDE OF THE UNIT BASE

Accessory - Air-Cooled Scroll
Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE

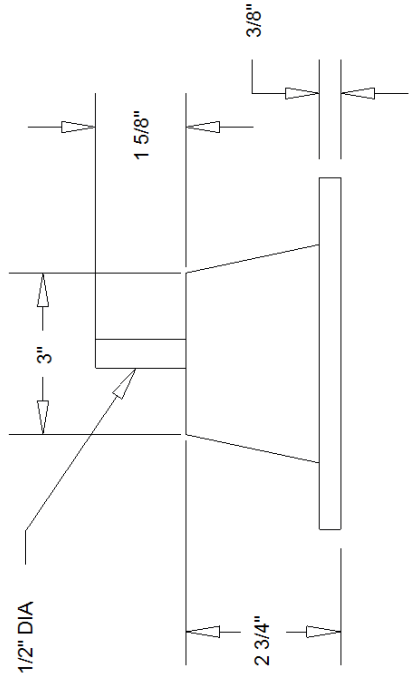
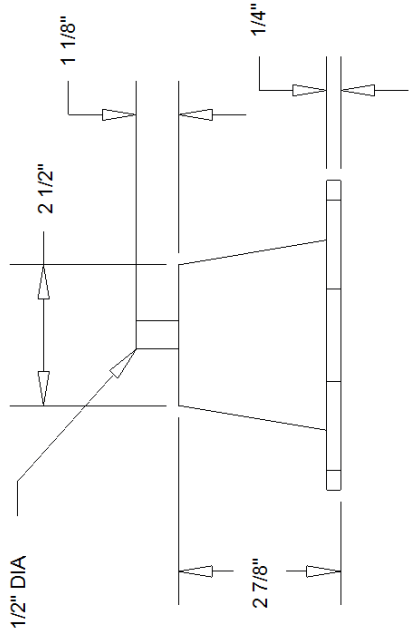
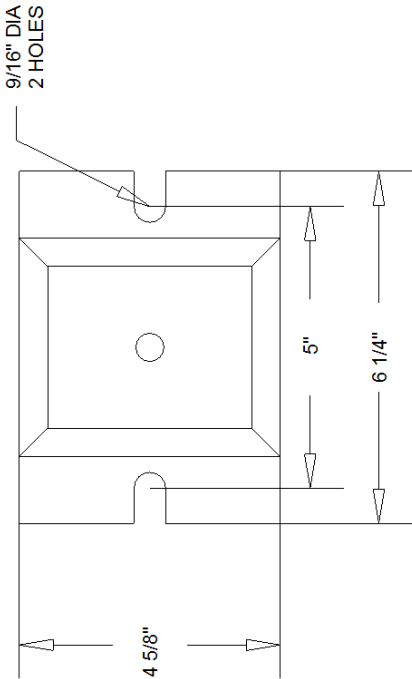


UNIT SIZE	MOUNTING LOCATIONS AND ISOLATOR NUMBER					
	1	2	3	4	5	6
052	RDP-4 BRICK RED	RDP-4 BRICK RED	RDP-4 BRICK RED	RDP-4 BRICK RED	N/A	N/A

RDP-3 ISOLATORS



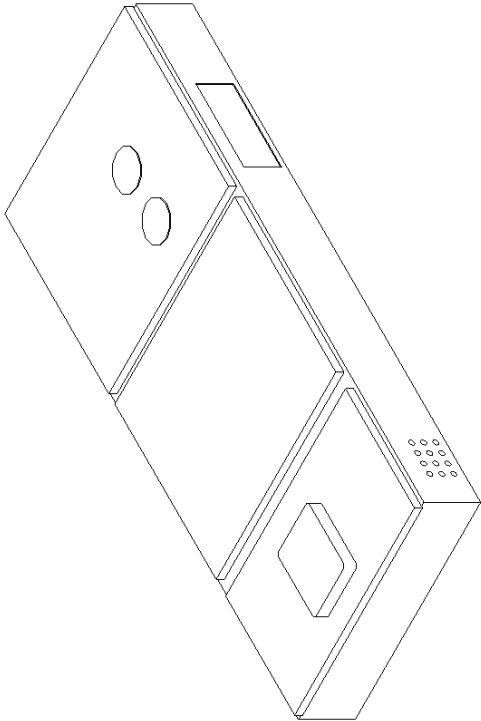
RDP-4 ISOLATORS



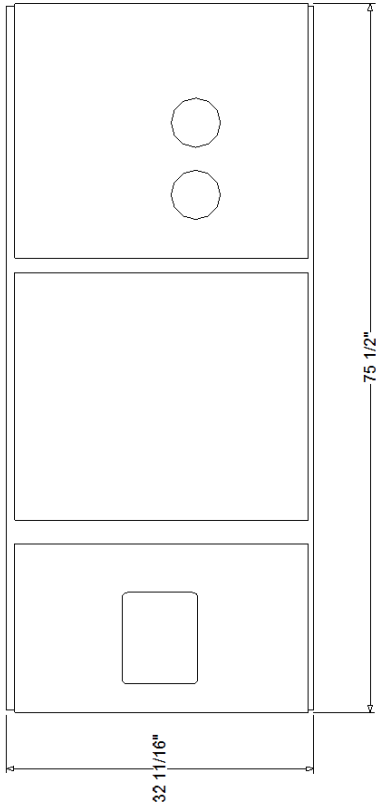
Accessory - Air-Cooled Scroll
Item: A2 Qty: 1 Tag(s): CGAM-EE

CUSTOMER WIRE SELECTION TABLE				
POWER WIRE CONNECTION TO TERMINAL BLOCK (1X1)				
UNIT SIZE	UNIT EFF	VOLTAGE	CIR 1 & 2 (SINGLE POINT POWER) LUG WIRE SIZE RANGE (PER PHASE)	
052	XE	200	(1 MAX conductor per phase) 4 AWG - 500 MCM	

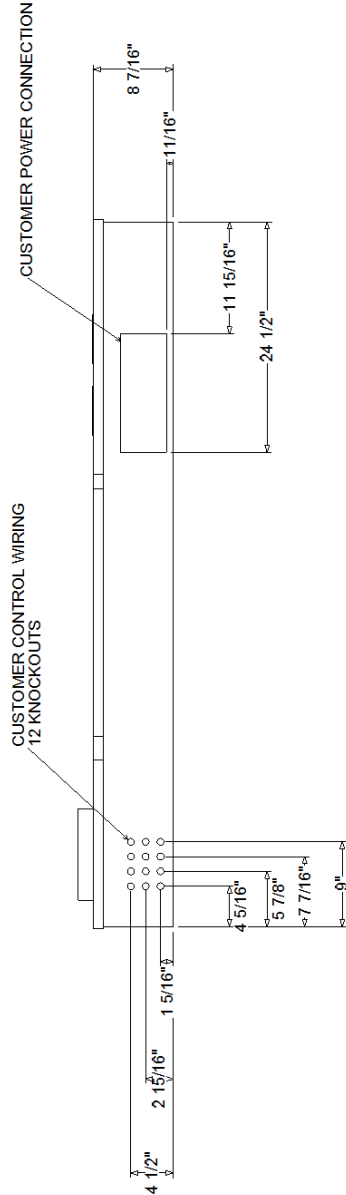
SHORT CIRCUIT RATING	5kA
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ISOMETRIC VIEW



FRONT VIEW

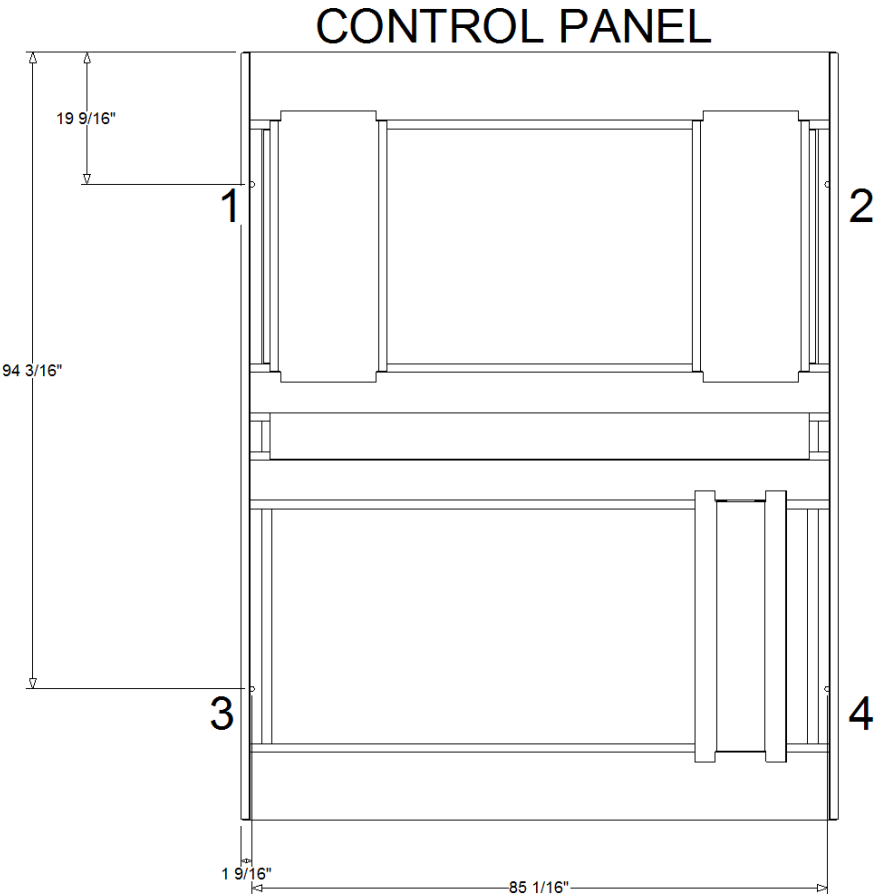


BOTTOM VIEW

Accessory - Air-Cooled Scroll
Item: A2 Qty: 1 Tag(s): CGAM-EE

UNIT SIZE	MOUNTING LOCATIONS & POINT LOAD WEIGHTS						TOTAL OPERATING WEIGHT
	1	2	3	4	5	6	
052	1,117 lb	1,192 lb	750 lb	805 lb	N/A	N/A	4,005 lb

MOUNTING HOLE DIAMETER 3/4"

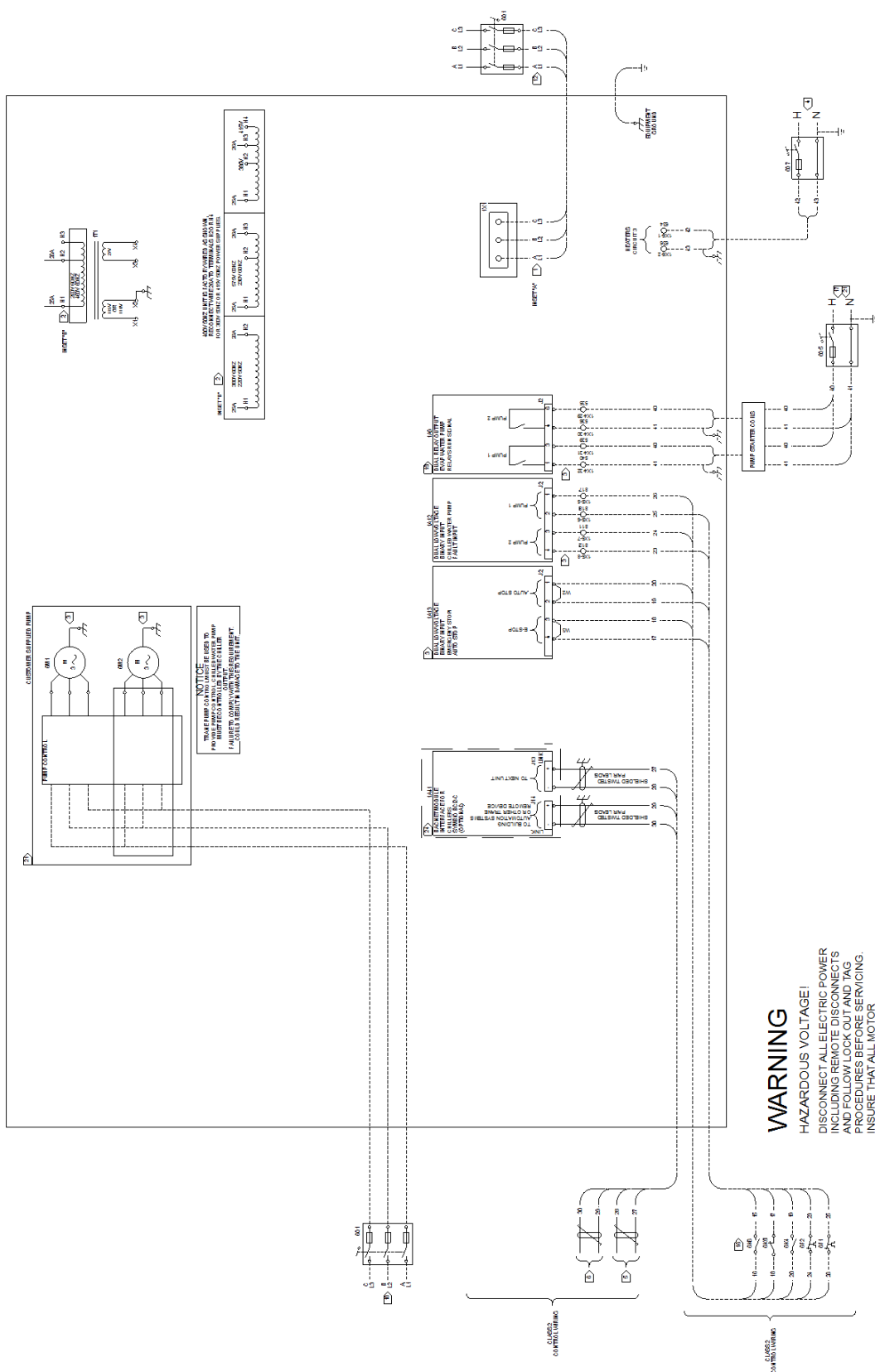


TOP VIEW

DIMENSIONS ARE REFERENCED FROM
THE END AND SIDE OF THE UNIT BASE

Field Wiring - Air-Cooled Scroll

Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE



USE COPPER CONDUCTORS ONLY!
UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT
OTHER TYPES OF CONDUCTORS.
FAILURE TO DO THE ABOVE COULD RESULT IN
EQUIPMENT DAMAGE.

WARNING

HAZARDOUS VOLTAGE!
DISCONNECT ALL ELECTRIC POWER
INCLUDING REMOTE DISCONNECTS
AND FOLLOW LOCK OUT AND TAG
PROCEDURES BEFORE SERVICING.
ENSURE THAT ALL MOTOR
CAPACITORS HAVE DISCHARGED
STORED VOLTAGE. UNITS WITH
VARIABLE SPEED DRIVE, REFER
TO DRIVE INSTRUCTIONS FOR
CAPACITOR DISCHARGE.

FAILURE TO DO THE ABOVE
COULD RESULT IN DEATH OR
SERIOUS INJURY.

Field Wiring - Air-Cooled Scroll**Item: A1, A2 Qty: 2 Tag(s): CGAM-HE, CGAM-EE**

- 1 SINGLE SOURCE POWER IS PROVIDED AS STANDARD ON THESE PRODUCTS, FIELD CONNECTIONS ARE MADE TO 1X1, OR 1Q2.
- 2 FOR VOLTAGES 200V/60HZ, 220V/50HZ, 380V/60HZ, 460V/60HZ, WIRE 26A SHALL BE CONNECTED TO H2. FOR VOLTAGES 230V/60HZ & 575V/60HZ, WIRE 26A SHALL BE CONNECT TO H3. 400V/50HZ UNIT IS FACTORY WIRED WITH 26A CONNECTED TO H3 - RECONNECT WIRE 26A TO H2 FOR 380V/50HZ, OR H4 FOR 415V/50HZ. H4 IS ONLY AVAILABLE WITH 400V/50HZ PANELS.
- 3 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP (PTYP=NONE). THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY (PTYP=DHHP).
- 4 CUSTOMER SUPPLIED POWER 115/60/1 OR 220/50/1 TO POWER RELAYS. MAX FUSE SIZE IS 20 AMPS. GROUND ALL CUSTOMER SUPPLIED POWER SUPPLIES AS REQUIRED BY APPLICABLE CODES. GREEN GROUND SCREWS ARE PROVIDED IN UNIT CONTROL PANEL.
- 5 WIRED TO NEXT UNIT. 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014216 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4500 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 6 WIRED TO TRACER OR OTHER TRANE REMOTE DEVICE. 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014216 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4500 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 7 WIRED TO CUSTOMER CHILLED WATER SET POINT 2-10V OR 4-20mA.
- 8 WIRED TO CUSTOMER EXTERNAL DEMAND LIMIT 2-10V OR 4-20mA.
- 9 WIRED TO CUSTOMER 2-10V OR 4-20mA % CAPACITY ANNUNCIATOR.
- 10 CUSTOMER SUPPLIED POWER 115/60/1 TO CONVENIENCE OUTLET. MAX FUSE SIZE IS 25A. GROUND ALL CUSTOMER SUPPLIED POWER SUPPLIES AS REQUIRED BY APPLICABLE CODES. GREEN GROUND SCREWS ARE PROVIDED IN UNIT CONTROL PANEL.
- 11 REFER TO CGAM ELECTRICAL SCHEMATIC FOR SPECIFIC ELECTRICAL CONNECTION INFORMATION AND NOTES PERTAINING TO WIRING INSTALLATION.
- 12 ALL UNIT POWER WIRING MUST BE 600 VOLT COPPER CONDUCTORS ONLY AND HAVE A MINIMUM TEMPERATURE INSULATION RATING OF 90 DEGREE C. REFER TO UNIT NAMEPLATE FOR MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION DEVICE. PROVIDE AN EQUIPMENT GROUND IN ACCORDANCE WITH APPLICABLE ELECTRIC CODES. REFER TO WIRE RANGE TABLE FOR LUG SIZES.
- 13 ALL FIELD WIRING MUST BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE AND LOCAL REQUIREMENTS.
- 14 ALL CUSTOMER CONTROL CIRCUIT WIRING MUST BE COPPER CONDUCTORS ONLY AND HAVE A MINIMUM INSULATION RATING OF 300 VOLTS. EXCEPT AS NOTED, ALL CUSTOMER WIRING CONNECTIONS ARE MADE TO CIRCUIT BOARD MOUNTED BOX LUGS WITH A WIRE RANGE OF 14 TO 18 AWG OR DIN RAIL MOUNTED SPRING FORCE TERMINALS.
- 15 UNIT PROVIDED DRY CONTACTS FOR THE CONDENSER/CHILLED WATER PUMP CONTROL. RELAYS ARE RATED FOR 7.2 AMPS RESISTIVE, 2.88 AMPS PILOT DUTY, OR $\frac{1}{3}$ HP, 7.2 FLA AT 120 VOLTS 60 HZ, CONTACTS ARE RATED FOR 5 AMPS GENERAL PURPOSE DUTY 240 VOLTS.
- 16 CUSTOMER SUPPLIED CONTACTS FOR ALL LOW VOLTAGE CONNECTIONS MUST BE COMPATIBLE WITH DRY CIRCUIT 24 VOLTS DC FOR A 12 mA RESISTIVE LOAD. SILVER OR GOLD PLATED CONTACTS RECOMMENDED.
- 17 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP. THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY. CUSTOMER SUPPLIED POWER 115V, 60Hz, 1PH.
- 18 CUSTOMER SUPPLIED 3 PHASE POWER.
- 19 OPTIONAL FIELD ASSIGNED PROGRAMMABLE RELAYS (STAT=PRLY). CLASS 1 FIELD WIRED MODULE, RELAY AT 120V: 7.2A RESISTIVE 2.88A PILOT DUTY, 1/2HP 7.2FLA; AT 240VAC: 5 AMPS GENERAL PURPOSE.
- 20 WIRED TO CUSTOMER 0-10 VDC PUMP SPEED SIGNAL.
- 21 WHEN FACTORY PROVIDED PUMP IS NOT SELECTED. CUSTOMER MUST SUPPLY SUITABLE PUMP SYSTEM. REFER TO PUMP MANUFACTURER FOR WIRING REQUIREMENTS.
- 22 THE CONTACTS FOR AUTO STOP AND EMERGENCY STOP SWITCHES ARE JUMPERED AT THE FACTORY BY JUMPERS W2 & W3 TO ENABLE UNIT OPERATION. IF REMOTE CONTROL IS DESIRED, REMOVE THE JUMPERS AND CONNECT TO THE DESIRED CONTROL CIRCUIT.
- 23 1A15, LCI MODULE USED WHEN (COMM = LCI).
- 24 1A41, BACNET INTERFACE MODULE USED WHEN (COMM = BCNT).



City of Lake Geneva

Department of Public Works
1065 Carey St.
Lake Geneva, WI 53147
262.248.6644

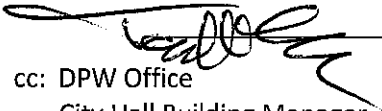
To: Lake Geneva City Council
From: Tom Earle, Director, Director of Department of Public Works
Date: August 5, 2022
RE: City Hall Chiller Replacement, Item 12a. Council Agenda, August 08, 2022

The City has been experiencing many issues with the City Hall chiller for several years. The chiller is a circa 1998 model and is at the end of its useful life cycle creating daily concerns. The former Comptroller and I placed \$103,000.00 in the CIP for 2022 for the replacement project. DPW assisted the City Hall Building Manager and posted an RFP for the project through a Class II notice and (3) proposals were received with Southport Mechanical being the lowest responsible bid.

It is the recommendation of the DPW that the proposal from Southport Mechanical be approved for \$91,120.00 plus a \$3000.00 addition for an Ultra High Efficiency unit. The \$3000 upgrade would more than pay for itself as this unit basically runs 24hrs/day. The \$3000.00 add does not affect the low bid schedule.

Respectfully,

Tom Earle
Director of Public Works



cc: DPW Office
City Hall Building Manager
Administrator
Clerk
Comptroller



City of Lake Geneva

Department of Public Works

1065 Caret St.
Lake Geneva, WI 53147
262.248.6644

To: City of Lake Geneva, Finance, License, & Regulation
From: Director of Public Works, Tom Earle
Date: July 26, 2022
RE: Request Additional Funding of \$40,000 for 11-32-10-53410 Vehicle Fuel & Oil

Attached please find the Vehicle Fuel & Oil budget analysis from 2019 to 2021. Below is the current budget status for budget line item; 11-32-10-53410 Vehicle Fuel & Oil to date.

Fund	Account No	Title	Period	Budget	YTD	Budget Variance	% Budget Chart
11 - GENERAL FUND	11-32-10-53410	VEHICLE-FUEL & OIL(E)	\$ 5,327	\$ 57,000	\$ 43,359	\$ 13,641	76%

This memo is a formal request of \$40,000 to be added to budget line item 11-32-10-53410 to supplement fuel costs for the remainder of 2022. This Vehicle Fuel & Oil budget consists of Water Department, Waste Water, Fire Department, Police Department, Parking Department, and Public Works Department.

Account Budget vs Actual Year over Year

