



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

CITY OF LAKE GENEVA PIERS, HARBORS, AND LAKEFRONT COMMITTEE

TUESDAY, FEBRUARY 14, 2023 - 5:00 PM

LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Committee Members: Chairperson Joan Yunker, Alderpersons: Shari Straube, Ken Howell, Rich Hedlund, and Tim Dunn

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

AGENDA

1. Meeting called to order by Chairman Yunker
2. Roll Call
3. Comments from the public limited to 5 minutes, limited to items on this agenda
4. Approval of the December 13, 2022 Piers, Harbors, and Lakefront Committee minutes as prepared and distributed
5. Harbormaster Report
6. Discussion/Recommendation regarding potential changes to City Ordinance 90-199 as it relates to classifications to the flagon/West End Stalls & Buoys, Riviera Slips & Buoys, and Personal Watercraft Lagoon Slips
7. Discussion/Recommendation regarding use of the West End Pier Fund for a portion of 2022 Season repairs
8. Discussion/Recommendation regarding lagoon repairs and projects for 2023
9. Discussion/Recommendation regarding a cooperative agreement with the Geneva Lake Environmental Agency for shared responsibilities of the boat launch and clean waters inspections
10. Discussion/Recommendation regarding bid award for the 2023 Gas Pier Reconstruction Project
11. Adjournment

*This is a meeting of the Piers, Harbors & Lakefront Committee.
No official Council action will be taken; however, a quorum of the Council may be present.*

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE MINUTES
TUESDAY, DECEMBER 13, 2022 5:00 PM
CITY HALL COUNCIL CHAMBERS**

Committee Members: Chairperson Joan Yunker, Alderpersons: Shari Straube, Ken Howell, Rich Hedlund, and Tim Dunn

Chairperson Yunker called the meeting to order at 5:00 p.m.

Roll Call

Present: Yunker, Howell, Hedlund and Dunn.

Absent: Straube (excused)

Comments from the public limited to 5 minutes, limited to items on this agenda. None

Harbormaster Report. Harbormaster Steve Russell stated that he had no report, but would be addressing the committee regarding various agenda items this afternoon.

Discussion / Recommendation regarding 2023 Buoy, Slip and Kayak Rates (Continued from November meeting). Russell reviewed the materials included in the meeting packet. After additional questions and discussion among the committee members and Russell, Howell so moved to recommend the following increases for the 2023 rental season; Kayak rate increase 0%, Riviera Buoy/Slip rate increase 5% and Lagoon/West End Buoy/Slip increase 8%. Seconded by Hedlund. Approved by unanimous voice vote.

Discussion/Recommendation regarding Request for Proposals for commercial operation within the Riviera Beach Building (Continued from November meeting). Yunker so moved to suspend the rules to allow Kevin Singh to address the committee, seconded by Hedlund. Motion carried by unanimous voice vote.

Kevin Singh presented his proposal for use of the space at the Riviera Beach house for retail and rental operations. Singh stated his desire to operate from Memorial Day through Labor Day with the actual contract running from May 1st to September 30th. General discussion between the committee members and Singh as well some input from Harbormaster Russell. Rental rate for the space at the Beach to be commensurate with the Riviera first floor rental rates. Motion by Howell to recommend creating a contract to allow Mr. Singh to operate a retail and rental business for the 2023 season and to be evaluated at the end of the 2023 season, at the Riviera Beach House contingent on the creation and approval of a contract by FLR and the Common Council. Seconded by Hedlund. Motion carried by unanimous voice vote.

Dam / Spillway repairs (GLLC presentation by Larry Larkin). Discussion action regarding cost and timeline. Mr. Larry Larkin addressed the committee and provided an update on the condition of the dam and spillway. It is hoped that construction can begin in September or October of 2023. Hedlund so moved that the committee to refer this topic to an upcoming Public Works Committee meeting to pursue a Request for Proposal and cost for the work being proposed. Seconded by Howell. Motion carried by unanimous voice vote.

Damage and repairs / raising of Elmer's Pier and Gas Pier. Discussion / action regarding cost and timeline. Harbormaster Russell provided an overview of the list of needed repairs and recommended issuing a Request for Proposals for the work to be done. Russell further recommended use of reserve funds to pay for the most pressing items needing repair. After further discussion by the committee members; Howell so moved to recommend and pursue repair and raising the height of the Gas Pier and Elmer's Boat Rental Pier at an estimated cost of \$23,900 and to authorize the Harbormaster to issue a Request for Proposal to replace all decking on the Gas Pier at an estimated cost of \$60,000.

Adjournment at 5:45 pm, Motion by Howell to adjourn, seconded by Hedlund. Motion carried by unanimous voice vote.

Harbormaster Report
Piers, Harbor and Lakefront Committee
February 14, 2023

- **Buoy/Slips/Piers**

- 2023 Season contracts were mailed January 26, 2023 with payment and forms due by March 15th (per City Ordinance) and grace period (with late fee) ending on March 25, 2022
 - Buoy/Stall openings as of January 31
 - WE Buoys – 3
 - Lagoon – 2
 - West End Pier – 0
 - Riviera Slip – 1
 - Riviera Buoys - 0
 - Kayak Rack – 1
- Total contracts mailed: 201
- Offers mailed
 - WE Buoys – 3
 - Riviera Slips - 1

- **Riviera 2023 Events Scheduled as of Jan 31, 2023**

RIVIERA EVENTS 2023	
MONTH	No of EVENTS
January	2
February	1
March	2
April	3
May	8
June	9
July	7
August	7
September	8
October	7
November	4
December	4
Total	62

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February 14, 2023 Piers, Harbor & Lakefront Committee Mtg Agenda Item 4

Sec. 90-199 **Classifications for rental of boat stalls and buoys.**
[Code 1992, § 20.27(9)]

The rental authority shall rent **Lagoon/West End** boat stalls and buoys to applicants in the following order:

(1) Renters of **Lagoon stalls and West End** boat stalls and buoys.

(2) City residents on the **Lagoon/West End** waiting list. Resident means a person who has maintained his place of permanent abode in the City for a period of 30 days immediately preceding his application for an approval. Domiciliary intent is required to establish that a person is maintaining his place of permanent abode in the City. Mere ownership of property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitation, the location where the person votes, pays personal income taxes or obtains a driver's license.

(3) Nonresident property owners of the City on the **Lagoon/West End** waiting list.

(4) Nonresidents of the City on the **Lagoon/West End** waiting list.

(5) Applicants will have five working days from the date of notice from the City to accept or decline a vacant boat slip, buoy, or kayak rack space. Notice will be provided by first class U.S. Mail, postage prepaid. Notice will be deemed received three days after the date of the letter. Failure to respond within five working days will be deemed a declination and the applicant will be removed from the waiting list. Applicants removed may reapply to be placed at the bottom of the waiting list by submitting a new application and paying the established deposit amount.

[Added 2-22-2021 by Ord. No. 21-03]

(6) A separate waiting list for the Riviera boat slips and buoys will be created and maintained by the City with regulations and prices as established by the City Council from time to time. The City will lease the Riviera slips and buoys

leases to lessees that leased Riviera boat slips and buoys from Gage Marine in 2020 and who wish to renew their respective slips and buoys for the 2021 season at the rates established by the City from time to time. **Lessees of Riviera slips and buoys shall be excluded from the Lagoon/West End slips and buoy waiting list.** If Riviera slips and buoys become available, the City will contact Riviera waitlist applicants in the order of their application submission date **irrespective of the City of Lake Geneva residency status.** If a Riviera waitlist applicant declines the slip or buoy, after being notified as provided in Subsection **(5)** above, they will be removed from the Riviera waiting list. Applicants removed may reapply to be placed at the bottom of the waiting list by submitting a new application and paying the established deposit amount.

(7) A separate waiting list for the Lagoon Personal WaterCraft (PWC) slips will be created and maintained by the City with regulations and prices as established by the City Council from time to time. Lessees of Lagoon PWC slips shall be excluded from the Lagoon/West End slips and buoy waiting list. If Lagoon PWC slips become available, the City will contact Lagoon PWC waitlist applicants in the order of their application submission date irrespective of the City of Lake Geneva residency status. If a Lagoon PWC waitlist applicant declines the slip, after being notified as provided in Subsection (5) above, they will be removed from the Lagoon PWC waiting list. Applicants removed may reapply to be placed at the bottom of the waiting list by submitting a new application and paying the established deposit amount.

Piers, Harbor and Lakefront Committee

February 14, 2023

Agenda Item 1 – End of Season Repair Estimate from Gage Marine

- **Background:**
 - Jan 2022 Gage estimate for end of season repair was \$31,595
 - Harbormaster had not budgeted this repair during the 2022 budget planning process. Unaware of this end of year requirement
 - PHL, FLR and Council approved using funds from the West End Pier Repair/Replacement fund to cover the West End Pier repairs
- **2023 Budget planning included \$30,000 for the end of season repairs**

Pier Repair Accounts and 2022 Budget

Account Number	Account Description	Funds Applied to	2022 Budget
40-52-10-52640	Buoy & Boat Stalls - Repairs	West Pier, Lagoon, Buoys	\$ 62,250.00
40-52-11-52520	Launch Ramp Repairs	Launch Pier	\$ 2,500.00
40-55-30-52640	Pier Repairs	All Riviera Piers; Gas, Elmer's, Gage, Municipal	\$ 20,000.00

- **Breakdown of Budget planning for Buoy & Boat Stalls – Repairs**

2022 Budgeted Buoy/Stall Projects

40-52-10-52640	Buoy & Boat Stall Repairs		\$ 62,250.00
		End of Season	\$ 30,000.00
		Pier Painting	\$ 20,000.00
		Lagoon Repairs	\$ 5,000.00
		Misc Repairs	\$ 5,000.00
		Buoy Replacement	\$ 2,250.00
		Net	\$ -

-
- **January 11, 2023 Gage Marine forwarded the estimate for end of season repairs**

END OF SEASON REPAIR EXPENSE - GAGE MARINE

Season	West End Pier	End of Season Repair Amount
2022	\$ 52,902.65	\$ 67,983.89
2021	\$ 21,669.82	\$ 31,594.81
2020	\$ 20,887.39	\$ 27,262.19
2019	\$ 23,985.03	\$ 39,554.00
2018	\$ 16,989.69	\$ 20,186.00
2017	\$ 32,946.33	\$ 39,009.00
Average	\$ 28,230.15	\$ 37,598.32

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- West End Pier damage/rotten components extensive and well beyond the averages for the previous five (5) years
- Harbormaster and Gage Marine met at the lakefront to review the number of Horses that Gage Marine indicated as in need of replacement. **Count was verified by 2 City Staff members**





WEST END PIER			
LOCATION	TOTAL HORSES	No DEFECTIVE	% DEFECTIVE
N/S MAIN PIER	17	0	0.0%
E/W WALKWAY	78	14	17.9%
FINGER PIERS (SLIPS)	88	9	10.2%
	183	23	12.6%

SUMMARY:

- West End Pier Repair/Replacement Fund balance 12/31/22: \$309,140
- Requesting an allocation of \$52,902.65 to offset the current repairs
- Committee may wish to consider increasing the \$533/slip as outlined in the City Ordinance
 - Sec 90-202 (b) From each pier rental fee the sum of \$533 shall be removed and segregated into the West Pier Replacement Fund.

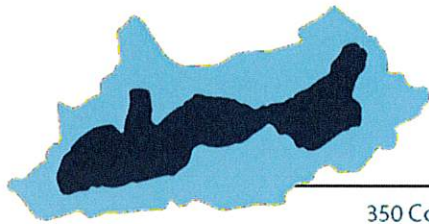
PIERS, HARBOR & LAKEFRONT COMMITTEE MEETING
FEBRUARY 14, 2023
AGENDA ITEM 1 - LAGOON UPDATE

- Dam Repair
 - Three phases in planned stage
 - Phase I
 - Cofferdam installed
 - Dewatering of area inside Cofferdam
 - Dam and Spillway repair
 - Dredging of Lagoon
 - Phase II
 - Center Street Culvert Repair
 - Phase III
 - Move Cofferdam
 - Mill Creek gate inspection and repairs
- Dredging
 - Not necessary as part of the Dam repairs
 - Last completed in 2013
 - Four companies contacted for budgetary cost estimates
 - No estimates received
 - Project Scope Options
 - Entire Lagoon including North (Geneva Towers) and South slip areas including under the Wrigley Drive bridge
 - Center area of Lagoon (navigation area) and South slips including under the Wrigley Drive bridge
- Concerns with Lagoon
 - Three different entities are using the Lagoon as a navigable waterway
 - City of Lake Geneva
 - Geneva Towers
 - Private and HOA owned slips
 - Leather Lips Rentals
 - Renting from private and HOA slips Geneva Towers
 - These three entities receive income from the slips
 - Lagoon is the outflow from Geneva Lake
 - Areas in the Lagoon are owned by Geneva Lake Level Corp (GLLC)
 - The Lagoon receives incoming debris (seaweed, plants, branches, twigs, leaves, wood planks and an occasional chair or picnic table)
 - Weekly to daily seaweed removal by Mill Race Gates – previously by GLLC

- It appears that most maintenance is handled by the City of Lake Geneva
 - 1999 Dredging of the entire Lagoon, under bridge and into lake
 - \$50,000 plus
 - 2013 Dredging of center of lagoon and south slips
 - \$50,000 plus
 - Dredging completed in the Fall in prior years
 - Cleanup of debris from winter required in Spring



- Short Term and Long Term Lagoon Options
 - Option 1: Do nothing
 - No cleanup other than some weed raking
 - Option 2 – Do nothing but the following
 - Annual cleaning of debris is required. Slips 1-4 already show signs of being full of debris and the area under Wrigley Drive bridge is showing a buildup
 - Expected annual cost \$7,500 - \$10,000
 - Option 3 – pull out every second “finger” pier and piling making the City owned slip area wider
 - Designate some double slips (2 boats no center “finger” pier)
 - Designate some single slips (fit 8’6” beam boats)
 - Option 4
 - Remove City owned slips and not replace
 - Eliminate annual cleanup costs
 - Option 5
 - Redesign the City owned slips and replace with a floating dock system
 - Maximize size
 - Add PWC floating docks in narrow areas of Lagoon (entrance by bridge and near Mill Creek gates)
 - Option 6
 - Remove City owned slips and make the lagoon more “recreational”
 - Fishing
 - Fishing lessons for children
 - Kayak launching (fee based)



Geneva Lake Environmental Agency

350 Constance Blvd., P.O. Box 914, Williams Bay, WI 53191

Village of Fontana - Village of Williams Bay - City of Lake Geneva - Town of Linn - Town of Walworth
Phone: 262.245.4532 Fax: 262.245.4533 Email: info@gleawi.org Website: www.gleawi.org

1/31/2023

Dear Municipal Administrator, Harbormaster, and Local Committee Members:

The Geneva Lake Environmental Agency again applied and received a Clean Boats Clean Waters (CBCW) Grant through the Wisconsin Department of Natural Resources. I am writing you to see if your municipality is interested in being reimbursed for taking on the CBCW inspector and having them be part of your launch staff. I am proposing this due to several issues that arose last year with CBCW inspectors falsifying hours and inappropriate behavior at the launch. Your municipality is better equipped to supervise and handle staff in these positions, as you are already staffing the launch. This will also allow you to hire the inspector that makes the most sense based on your team's dynamic and your needs for the launch.

As this position is grant fund, I can offer to each of the municipalities interested in taking on this program a reimbursement of \$12.00 per hour or a total of \$2,400 after completing the 200 hours required by the grant. The 200 hours must be completed by October 31, 2023. The GLEA will host a mandatory CBCW staff training sometime before Memorial Day. Should you want your inspectors to start logging hours before the GLEA scheduled training, they can attend another training, which I will work directly with your municipality to get your staff scheduled. The GLEA will collect the datasheets from the inspectors and enter the hours and data collected by the inspectors into the SWIMS database as required by the grant. The GLEA will provide all the needed materials, including CBCW shirts, a bag with literature and other educational materials, a clipboard, field sheets, stickers, and a grabber reach tool to help remove AIS and other debris off the boat and trailer.

If your municipality would like to cross-train multiple launch staff as CBCW inspectors, we can do that. However, we can only reimburse you for one employee per shift. For example, if you have an employee working from 7 am- 3 pm, then another CBCW employee comes in from 3 pm- 11 pm, that would be acceptable, and you can be reimbursed for both employees' hours. We cannot compensate you for overlapping shifts, such as 7 am – 3 pm, and then you have another CBCW inspector who comes in and works from 10 am-6 pm. Only one of these employees' hours can be reimbursed. After 3 pm, the second inspector's hours would be eligible for reimbursement until 6 pm. It is up to each municipality to decide how they want to schedule the inspector.

In the case of the Town of Linn, with two launches on the same body of water, the 200 hours can be broken up between both Hillside and Linn Pier Rd, for a combined total of 200 hours. The GLEA will reimburse the Town of Linn \$1,200 per launch should you decide to participate.

The GLEA will give you each municipality that chooses to participate in this program weekly updates on hours; once your municipality has completed the hours, the GLEA will request an invoice from the municipality once the 200 hours are completed. All hours must be completed before October 31, 2023, to be reimbursed by the GLEA.

I am happy to come to a municipal meeting and answer any questions you or your local elected officials may have.

Thank you,

Jacob Schmidt

Executive Director

CC: GLEA Board Member and Staff

PIERS, HARBOR & LAKEFRONT COMMITTEE MEETING
FEBRUARY 14, 2023
AGENDA ITEM 5 – CWCB COOPERATIVE LABOR AGREEMENT

- GLEA received a grant to fund CWCB inspections at the municipal boat launches
- Is seeking cooperation on Boat Launch Attendants assisting in inspections and education
- GLEA would train the employee
- 200 hours of reimbursement at \$12/hour
- 2022 City of Lake Geneva Boat Launch
 - 3 employees hired
 - 31 days of 2 employees on staff (weekends)
 - 496 hours for staffing these weekends
 - Total of 1200 hours for the season

	# of Hours
Employee 1	446
Employee 2	200
Employee 3	520

PIERS, HARBOR & LAKEFRONT COMMITTEE MEETING

FEBRUARY 14, 2023

AGENDA ITEM: GAS PIER RFP

- GAS Pier RFP – Distributed on Jan 5th, bids were due Feb 2nd
 - RFP was distributed to 6 pier companies
 - 1 known to Bid
 - 1 declined
 - 2 requested more information
 - 2 no responses
 - 3 additional Contractors requested information
 - 2 of those contractors requested site visits
- Three (3) bids were received by the Bid deadline

2023 Gas Pier Replacement Project		
<u>Company</u>	<u>Bid Bond?</u>	<u>Base Amount</u>
J.H. Hassinger	Yes	\$83,410.00
Glen Fern Construction	Yes	\$32,900.00
Gage Marine	No	\$60,504.40

**CITY OF LAKE GENEVA
BID PROPOSAL FORM
RIVIERA GAS PIER – DECK
REPLACEMENT
PROJECT NO: 2023-02**

CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WI 53147
262-249-3673

PROPOSAL FOR: Riviera Gas Pier – Deck Replacement
City of Lake Geneva
Walworth County, Wisconsin

DATE, TIME & PLACE: 10:00 AM, February 2, 2023, City Hall 626 Geneva Street
Lake Geneva, WI 53147

BID:

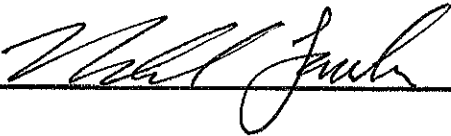
The undersigned, having familiarized himself/herself with the local conditions affecting the cost of the work, including the Notice to Bidders, Instructions to Bidders, Plans and Specifications, and this Proposal, including any or all addenda thereto, as prepared by the City of Lake Geneva, hereby referred to as City. Contractor proposes to provide and furnish all labor, materials, necessary tools, equipment, and all utility, transportation and services necessary to replace the wooden decking on the entirety of the Riviera Gas Pier in its current configuration as called for in the Contract Documents measured and paid for lump sum as specified for the lump sum amount of:

Sixty thousand, Five hundred and four dollars and forty cents
(Write Bid amount in Words)

_____ Dollars \$ 60,504.40

I hereby certify that all statements herein are made on behalf of Gage Marine

_____ (enter name of Corporation, Partnership or Person submitting bid)
and that I have examined and carefully prepared this Proposal from the specifications and that I
have full authority to make such statements and submit this Proposal.

Signature: 

Date: 1-18-2023

Title: Pier Service Business Manager

Respectively submitted,

Company Name: Gage Marine

Company Address: 1 Leichy Dr

Williams Bay, WI 53191

Phone: cell-(319)-830-2607, office (262) 740-2628 ext 409

NOTE: Questioned may be addressed to the City of Lake Geneva Harbormaster at:

Phone Number: 262-249-4086

Address: City of Lake Geneva

626 Geneva Street

Lake Geneva, WI 53147

Email: harbormaster@cityoflakegeneva.com

_____ (enter name of Corporation, Partnership or Person submitting bid)
and that I have examined and carefully prepared this Proposal from the specifications and that I
have full authority to make such statements and submit this Proposal.

Date: 2/2/2023

Respectively submitted,

Company Address: 705 Madison St. #101

Lake Geneva, WI 53147

Phone: 262-203-7034

Phone Number: 262-249-4086
Address: City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147
Email: harbormaster@cityoflakegeneva.com

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Glen Fern Construction, LLC
705 Madison Street, #101
Lake Geneva, WI 53147

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Lake Geneva

as Obligor, hereinafter called the Obligor, in the sum of Five Percent (5%) of Principal's Bid

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Riviera Gas Pier Deck Board Replacement

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligor 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.

Signed and sealed this 1st day of February, 2023

[Signature]
Witness

Glen Fern Construction, LLC
Principal
By: [Signature] Owner, member (Seal)
Gregory E. Odden
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety
By: [Signature] Terence R. Geszvain Attorney-in-Fact
(Seal)
CORPORATE
SEAL
*
OLD REPUBLIC SURETY COMPANY



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Randy L. Brehmer, Cynthia J. Brehmer, Terence R. Geszvain, Jason A. Braatz, Melissa Babiak Chris Brehmer, Linda Mengel of Butler, Wisconsin.

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of August, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of August, 2020, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-4544



Signed and sealed at the City of Brookfield, WI this 1st day of February, 2023.

Karen J. Haffner
Assistant Secretary

**CITY OF LAKE GENEVA
BID PROPOSAL FORM
RIVIERA GAS PIER – DECK
REPLACEMENT
PROJECT NO: 2023-02**

CITY OF LAKE GENEVA
626 GENEVA STREET
LAKE GENEVA, WI 53147
262-249-3673

PROPOSAL FOR: Riviera Gas Pier – Deck Replacement
City of Lake Geneva
Walworth County, Wisconsin

DATE, TIME & PLACE: 10:00 AM, February 2, 2023, City Hall 626 Geneva Street
Lake Geneva, WI 53147

BID:

The undersigned, having familiarized himself/herself with the local conditions affecting the cost of the work, including the Notice to Bidders, Instructions to Bidders, Plans and Specifications, and this Proposal, including any or all addenda thereto, as prepared by the City of Lake Geneva, hereby referred to as City. Contractor proposes to provide and furnish all labor, materials, necessary tools, equipment, and all utility, transportation and services necessary to replace the wooden decking on the entirety of the Riviera Gas Pier in its current configuration as called for in the Contract Documents measured and paid for lump sum as specified for the lump sum amount of:

Eighty Three Thousand Four Hundred Ten Dollars.
(Write Bid amount in Words)

_____ Dollars \$ 83,410.00

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

J.H. Hassinger, Inc.
N60 W16289 Kohler Lane
Menomonee Falls, WI 53051

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

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

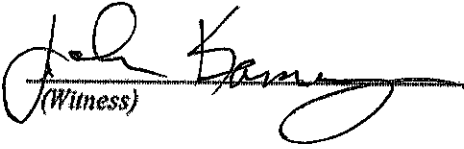
Deck Replacement Riviera Gas Pier; Project No. 2023-02

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.

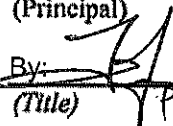
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 2nd day of February, 2023


(Witness)

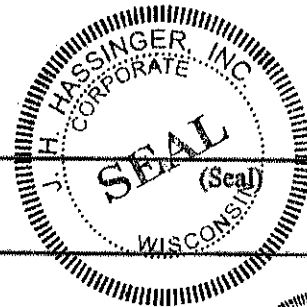
J.H. Hassinger, Inc.

(Principal)

By: 

(Title)

PRESIDENT



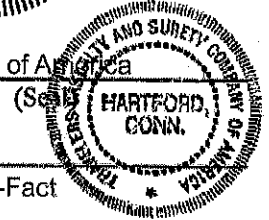
Travelers Casualty and Surety Company of America

(Surety)

By: 

(Title)

Bradley S. Babcock Attorney-in-Fact



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bradley S. Babcock of Grafton, WI, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bld Bond

OR

Principal: J.H. Hassinger, Inc.

Obligee: City of Lake Geneva

Project Description: Deck Replacement Riviera Gas Pier; Project No. 2023-02

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of February, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

2023 Gas Pier Replacement Project

<u>Company</u>	<u>Bid Bond?</u>	<u>Base Amount</u>
J.H. Hassinger	Yes	\$83,410.00
Glen Fern Construction	Yes	\$32,900.00
Gage Marine	No	\$60,504.40