

SPECIAL COMMON COUNCIL MEETING NOTICE

NOTICE IS HEREBY GIVEN that a Special Meeting of the Wisconsin Dells Common Council will be held on Monday, March 25, 2019 at 6:00P.M. in the Common Council Chambers at the Municipal Building, 300 La Crosse Street, to consider the following agenda items:

MAYOR	COUNCIL MEMBERS		
Ed Wojnicz	FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
	Jesse DeFosse	Mike Freel	Ben Anderson
	Brian Holzem	Terry Marshall	Dan Anchor
OPENING			
1	CALL TO ORDER & ROLL CALL		
2	PLEDGE OF ALLEGIANCE		
AGENDA ITEMS			
3	APPROVAL OF THE MARCH 18, 2019 COMMON COUNCIL MEETING MINUTES		
4	APPLICATION(S) FOR BARTENDER LICENSE(S)		
RESOLUTIONS			
5	RESOLUTION TO AWARD BID FOR 2019 SUPERIOR AND LACROSSE STREET RECONSTRUCTION PROJECT NO. 00085084		
6	RESOLUTION TO APPROVE AGREEMENT WITH WATER DRAGON INC FOR DOWNTOWN PRESSURE WASHING SERVICES		
7	RESOLUTION TO APPROVE PROPOSAL SUBMITTED BY SHOW STRIPING INDUSTRIES FOR LINE MARKING SERVICES		
8	RESOLUTION TO APPROVE UTILITY EASEMENT WITH NEWPORT RUN LLC FOR WINDY HILL ROAD AREA		
CLOSING			
9	BUSINESS FOR REFERRAL TO COMMITTEES OR SUBSEQUENT MEETINGS		
10	ADJOURNMENT		
	NANCY R. HOLZEM CITY CLERK/COORDINATOR POSTED: 03/22/2019		

PLEASE BE ADVISED: UPON REASONABLE NOTICE THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE

Per Wis. SS 125.32(2) and 125.68(2) and City Code 16.12(5)
SEE BACK SIDE OF APPLICATION FOR IMPORTANT INFORMATION.

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 68049
Council Date Granted: _____ Police Dept Verification: 3-15-19 By: RC
License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: [Signature] Deny: _____

New \$60 (attach Beverage Server Training Cert.) Renewal \$60 Temp. \$10 (Event Dates: _____)

Name Winkowski Amriel K
Last First Middle
Home Address 126 4th St Baraboo WI 53913
Street City State Zip

Mail License to (if different from Home Address): _____
Street City State Zip

Date of Birth: 11/28/91 Drivers License # W522-019-1928-01 State WI

Phone Number: 262 290 1113

List any other State(s) resided in within the last 5 years: _____

License to be used at (Name of Wisconsin Dells Business): High Rock

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(b) a license cannot be issued.) Yes _____ No
Have you been arrested or convicted of any law or ordinance pertaining to alcohol or drugs? Yes No _____
Have you been arrested or convicted of any State, Federal or Local Laws (other than speeding tickets)? Yes No _____
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes _____ No

If you answered yes to any of the above questions, please list information below or on a separate page:

Date	Nature of Offense	County	State
<u>2013</u>	<u>DUI</u>		<u>WI</u>

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me. I have read the back of the application and understand the parameters for denial of this license.

Signature of Applicant: [Signature] Date: 3/15/19

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommended of the Public Works Committee from their March 25, 2019 meeting;

IT AWARDS the 2019 Superior and La Crosse Street Reconstruction Project No. 0085084 to Gerke Excavating Inc. for the low bid of \$2,786,405.78

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayès ____ nays
Date Introduced: March 25, 2019
Date Passed:
Date Published:



March 22, 2019

Ed Wojnicz, Mayor
City of Wisconsin Dells
300 LaCrosse Street
Wisconsin Dells, Wisconsin 53965

Re: 2019 Superior and LaCrosse Street Improvements
City of Wisconsin Dells

Dear Mr. Wojnicz:

Upon review of the bids received on March 21, 2019 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Gerke Excavating Inc.
15341 State Highway 131
Tomah, Wisconsin 54660

Bid Amount \$2,786,405.78

Please execute the enclosed Notice of Award in triplicate for the contract and return two copies to our office and keep one for your files. After receiving the executed copies, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "Tim Mikonowicz", is written over a horizontal line.

Tim Mikonowicz, P.E.
Project Manager

TM:dp
Enc.

1230 South Boulevard
Baraboo, WI 53913

P (608) 356-2771
TF (800) 362-4505
F (608) 356-2770

www.msa-ps.com

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Gerke Excavating Inc.		A-1 Excavating Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BID	1	1	Mobilization, Bonds, and Insurance	LS	1	\$75,000.00	\$75,000.00	\$21,465.00	\$21,465.00	\$160,000.00	\$160,000.00
	2	2	Tracking Pad	SY	450	\$12.00	\$5,400.00	\$12.65	\$5,692.50	\$16.00	\$7,200.00
	3	3	Clear Stone Drainage Check	EA	8	\$250.00	\$2,000.00	\$187.00	\$1,496.00	\$100.00	\$800.00
	4	4	Inlet Protection, Type C	EA	15	\$100.00	\$1,500.00	\$51.00	\$765.00	\$70.00	\$1,050.00
	5	5	5/8" Fence	LF	200	\$3.00	\$600.00	\$2.00	\$400.00	\$2.00	\$400.00
	6	6	Concrete Quality Control	LS	1	\$5,500.00	\$5,500.00	\$525.00	\$525.00	\$1,000.00	\$1,000.00
	7	7	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	\$6,243.00	\$6,243.00	\$6,200.00	\$6,200.00
	8	8	Rock Excavation	CY	675	\$90.00	\$60,750.00	\$46.05	\$31,083.75	\$110.00	\$74,250.00
	9	9	Traffic Control and Pedestrian Access Devices	LS	1	\$9,500.00	\$9,500.00	\$8,505.00	\$8,505.00	\$13,100.00	\$13,100.00
	10	10	Topsoil Placement and Grading	LS	1	\$8,500.00	\$8,500.00	\$8,075.00	\$8,075.00	\$12,000.00	\$12,000.00
	11	11	Imported Granular Backfill	TON	500	\$15.00	\$7,500.00	\$8.75	\$4,375.00	\$14.00	\$7,000.00
	12	12	Flowable Backfill, CLSM	CY	317	\$130.00	\$41,210.00	\$170.90	\$54,175.30	\$150.00	\$47,550.00
	13	13	Sanitary Manhole, Type 1, Complete	EA	9	\$15,000.00	\$135,000.00	\$4,275.00	\$38,475.00	\$4,900.00	\$44,100.00
	14	14	Sanitary Manhole, Type 1, Outside Drop Complete	EA	2	\$4,000.00	\$8,000.00	\$6,923.00	\$13,846.00	\$9,500.00	\$19,000.00
	15	15	24-inch PVC Sanitary Sewer, 11F with Cap	LS	1	\$250.00	\$250.00	\$2,057.63	\$2,057.63	\$1,000.00	\$1,000.00
	16	16	21-inch PVC Sanitary Sewer	LF	697	\$75.00	\$52,275.00	\$96.55	\$67,295.35	\$164.00	\$114,308.00
	17	17	12-inch PVC Sanitary Sewer	LF	609	\$62.00	\$37,758.00	\$74.40	\$45,309.60	\$74.00	\$45,064.00
	18	18	8-inch PVC Sanitary Sewer	LF	917	\$52.00	\$47,684.00	\$47.80	\$43,822.60	\$69.00	\$63,273.00
	19	19	6-inch PVC Sanitary Lateral	LF	401	\$41.00	\$16,441.00	\$46.55	\$18,666.55	\$48.00	\$19,248.00
	20	20	21-inch x 6-inch PVC Wye and Reconnect	EA	1	\$750.00	\$750.00	\$1,793.00	\$1,793.00	\$1,300.00	\$1,300.00
	21	21	12-inch x 6-inch PVC Wye and Reconnect	EA	7	\$500.00	\$3,500.00	\$627.00	\$4,389.00	\$425.00	\$2,975.00
	22	22	8-inch x 6-inch PVC Wye and Reconnect	EA	2	\$450.00	\$900.00	\$332.00	\$664.00	\$300.00	\$600.00
	23	23	6-inch Sanitary Sewer Cleanout with Roadway Casting	EA	1	\$1,500.00	\$1,500.00	\$987.00	\$987.00	\$1,000.00	\$1,000.00
	24	24	Connect to Existing Sanitary Sewer Structure #141, Complete	LS	1	\$15,000.00	\$15,000.00	\$6,387.00	\$6,387.00	\$7,500.00	\$7,500.00
	25	25	Connect to Existing Sanitary Sewer Manhole C, Complete	LS	1	\$2,500.00	\$2,500.00	\$2,573.00	\$2,573.00	\$2,500.00	\$2,500.00
	26	26	Connect to Existing Sanitary Sewer	EA	9	\$950.00	\$8,550.00	\$1,585.00	\$14,265.00	\$1,500.00	\$13,500.00
	27	27	Temporary Inverted Siphon	LS	7	\$2,500.00	\$17,500.00	\$18,466.00	\$129,662.00	\$11,000.00	\$77,000.00
	28	28	Remove Existing Sanitary Manhole	EA	3	\$850.00	\$2,550.00	\$755.00	\$2,265.00	\$1,000.00	\$3,000.00
	29	29	Adjust Existing Sanitary Manhole Casting	EA	1	\$800.00	\$800.00	\$882.00	\$882.00	\$400.00	\$400.00
	30	30	Bypass Pumping and Piping, Complete	LS	1	\$10,000.00	\$10,000.00	\$37,581.00	\$37,581.00	\$31,000.00	\$31,000.00
	31	31	8-inch DIWM	LF	2653	\$52.00	\$137,856.00	\$61.30	\$162,506.30	\$66.00	\$174,966.00
	32	32	6-inch DIWM	LF	337	\$50.00	\$16,850.00	\$52.95	\$17,844.15	\$61.00	\$20,557.00
	33	33	8-inch Valve and Box	EA	16	\$1,750.00	\$28,000.00	\$1,735.00	\$27,760.00	\$1,700.00	\$27,200.00
	34	34	6-inch Valve and Box	EA	10	\$1,350.00	\$13,500.00	\$1,292.00	\$12,920.00	\$1,250.00	\$12,500.00
	35	35	8-inch x 8-inch Cross	EA	1	\$900.00	\$900.00	\$821.00	\$821.00	\$800.00	\$800.00
	36	36	8-inch x 8-inch Tee	EA	3	\$650.00	\$1,950.00	\$628.00	\$1,884.00	\$575.00	\$1,725.00
	37	37	8-inch x 6-inch Tee	EA	9	\$550.00	\$4,950.00	\$567.00	\$5,103.00	\$525.00	\$4,725.00
	38	38	8-inch Bends	EA	12	\$650.00	\$7,800.00	\$447.00	\$5,364.00	\$425.00	\$5,100.00
	39	39	6-inch Bends	EA	3	\$450.00	\$1,350.00	\$374.00	\$1,122.00	\$325.00	\$975.00
	40	40	8-inch x 6-inch Reducer	EA	2	\$350.00	\$700.00	\$408.00	\$816.00	\$375.00	\$750.00
	41	41	6-inch x 4-inch Reducer	EA	1	\$300.00	\$300.00	\$294.00	\$294.00	\$300.00	\$300.00
	42	42	8-inch Cap and Temporary Testing/ Flushing Coip.	EA	1	\$950.00	\$950.00	\$1,795.00	\$1,795.00	\$800.00	\$800.00
	43	43	8-inch Plug	EA	1	\$250.00	\$250.00	\$328.00	\$328.00	\$300.00	\$300.00
	44	44	8-inch MI Cap	EA	1	\$250.00	\$250.00	\$333.00	\$333.00	\$300.00	\$300.00
	45	45	6-inch MI Cap	EA	3	\$200.00	\$600.00	\$284.00	\$852.00	\$250.00	\$750.00
	46	46	4-inch MI Cap	EA	1	\$150.00	\$150.00	\$270.00	\$270.00	\$250.00	\$250.00
	47	47	Hydrant, Complete	EA	4	\$3,850.00	\$15,400.00	\$4,200.00	\$16,800.00	\$3,900.00	\$15,600.00
	48	48	2-inch Copper Water Service	LF	74	\$52.00	\$3,848.00	\$36.90	\$2,730.60	\$57.00	\$4,218.00
	49	49	1.5-inch Copper Water Service	LF	69	\$45.00	\$3,105.00	\$33.85	\$2,325.65	\$53.00	\$3,657.00
	50	50	1-inch Copper Water Service	LF	437	\$35.00	\$15,295.00	\$30.20	\$13,197.40	\$48.00	\$20,736.00
	51	51	2-inch Corporation, Curb Stop, Curb Box, and Reconnect	EA	2	\$1,500.00	\$3,000.00	\$1,753.00	\$3,506.00	\$1,500.00	\$3,000.00
	52	52	1.5-inch Corporation, Curb Stop, Curb Box, and Reconnect	EA	2	\$1,100.00	\$2,200.00	\$1,092.00	\$2,184.00	\$1,300.00	\$2,600.00
	53	53	1-inch Corporation, Curb Stop, Curb Box, and Reconnect	EA	10	\$650.00	\$6,500.00	\$638.00	\$6,380.00	\$640.00	\$6,400.00
	54	54	Abandon Existing Water Main	EA	7	\$1,200.00	\$8,400.00	\$426.00	\$2,982.00	\$200.00	\$1,400.00
	55	55	Abandon Existing Water Service	EA	14	\$500.00	\$7,000.00	\$155.00	\$2,170.00	\$100.00	\$1,400.00
	56	56	Connect to Existing Water Main	EA	9	\$1,500.00	\$13,500.00	\$1,799.00	\$16,191.00	\$1,800.00	\$16,200.00
	57	57	Remove Existing Valve and Box	EA	7	\$350.00	\$2,450.00	\$221.00	\$1,547.00	\$200.00	\$1,400.00
	58	58	Remove Existing Curb Stop and Curb Box	EA	14	\$200.00	\$2,800.00	\$111.00	\$1,554.00	\$150.00	\$2,100.00
	59	59	Remove Existing Hydrant	EA	1	\$850.00	\$850.00	\$816.00	\$816.00	\$300.00	\$300.00
	60	60	2-inch Rigid Utility Insulation	SF	384	\$3.50	\$1,344.00	\$7.24	\$2,780.16	\$2.00	\$768.00
	61	61	Storm Manhole, 96-inch	EA	1	\$8,500.00	\$8,500.00	\$9,854.00	\$9,854.00	\$9,650.00	\$9,650.00
	62	62	Storm Manhole, 84-inch	EA	4	\$7,500.00	\$30,000.00	\$6,682.00	\$26,728.00	\$7,200.00	\$28,800.00
	63	63	Storm Manhole, 72-inch	EA	1	\$4,500.00	\$4,500.00	\$4,752.00	\$4,752.00	\$5,150.00	\$5,150.00
	64	64	Storm Manhole, 60-inch	EA	3	\$3,500.00	\$10,500.00	\$3,704.00	\$11,112.00	\$3,400.00	\$10,200.00
	65	65	Storm Manhole, 48-inch	EA	9	\$3,100.00	\$27,900.00	\$2,655.00	\$23,895.00	\$2,300.00	\$20,700.00
	66	66	Storm Inlet, Type III	EA	43	\$1,850.00	\$79,550.00	\$2,075.50	\$89,246.50	\$1,750.00	\$75,250.00
	67	67	48-inch HDPE Storm Sewer	LF	289	\$78.00	\$22,542.00	\$101.20	\$29,246.80	\$128.00	\$36,992.00
	68	68	36-inch HDPE Storm Sewer	LF	43	\$72.00	\$3,096.00	\$78.15	\$3,370.45	\$107.00	\$4,601.00
	69	69	30-inch HDPE Storm Sewer	LF	74	\$70.00	\$5,180.00	\$67.50	\$4,995.00	\$81.00	\$5,994.00
	70	70	24-inch HDPE Storm Sewer	LF	508	\$68.00	\$34,544.00	\$52.95	\$26,898.60	\$63.00	\$32,004.00
	71	71	18-inch HDPE Storm Sewer	LF	373	\$62.00	\$23,126.00	\$48.15	\$17,944.95	\$52.00	\$19,396.00
	72	72	15-inch HDPE Storm Sewer	LF	908	\$52.00	\$47,216.00	\$38.06	\$34,558.48	\$44.00	\$39,952.00
	73	73	12-inch HDPE Storm Sewer	LF	776	\$48.00	\$37,248.00	\$34.15	\$26,500.40	\$39.00	\$30,264.00
	74	74	48-inch RCP Endfall with Pipe Grate	EA	1	\$4,800.00	\$4,800.00	\$4,056.00	\$4,056.00	\$5,200.00	\$5,200.00
	75	75	36-inch x 12-inch Tee, HDPE	EA	1	\$750.00	\$750.00	\$2,435.00	\$2,435.00	\$2,500.00	\$2,500.00
	76	76	8-inch PVC Storm Sewer	LF	135	\$45.00	\$6,075.00	\$34.95	\$4,718.25	\$34.50	\$4,657.50
	77	77	6-inch PVC Storm Sewer	LF	5	\$42.00	\$210.00	\$163.00	\$815.00	\$44.00	\$220.00
	78	78	4-inch Drain Tile	LF	895	\$18.00	\$16,110.00	\$13.50	\$12,082.50	\$7.50	\$6,712.50
	79	79	8-inch x 6-inch PVC Storm Sewer Wye & Roof Drain Connection	EA	4	\$650.00	\$2,600.00	\$830.00	\$3,320.00	\$375.00	\$1,500.00
	80	80	Connect to Existing Storm Sewer Structure	EA	1	\$750.00	\$750.00	\$915.00	\$915.00	\$950.00	\$950.00
	81	81	Connect to Existing Storm Sewer	EA	5	\$750.00	\$3,750.00	\$294.00	\$1,470.00	\$400.00	\$2,000.00
	82	82	Temporary Storm Pipe Connection	EA	5	\$1,500.00	\$7,500.00	\$801.00	\$4,005.00	\$250.00	\$1,250.00
	83	83	Remove and Reinstall Existing 12-inch RCP Storm Sewer	LF	110	\$45.00	\$4,950.00	\$77.25	\$8,497.50	\$40.00	\$4,400.00
	84	84	Remove Existing Storm Structure	EA	15	\$500.00	\$7,500.00	\$396.50	\$5,947.50	\$600.00	\$9,000.00
	85	85	Remove Existing Storm Sewer Pipe	LF	160	\$20.00	\$3,200.00	\$18.60	\$2,976.00	\$20.00	\$3,200.00
	86	86	Rip Rap Heavy with Geotextile Fabric	SY	57	\$40.00	\$2,280.00	\$32.80	\$1,869.60	\$63.00	\$3,591.00
	87	87	Adjust Existing Storm Inlet Casting	EA	2	\$500.00	\$1,000.00	\$912.00	\$1,824.00	\$285.00	\$570.00
	88	88	Unclassified Excavation	LS	1	\$65,000.00	\$65,000.00	\$118,447.00	\$118,447.00	\$124,000.00	\$124,000.00
	89	89	Asphalt Sawcutting	LF	600	\$3.00	\$1,800.00	\$1.65	\$990.00	\$2.30	\$1,380.00
	90	90	Concrete Sawcutting								

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommended of the Public Works Committee from their March 25, 2019 meeting;

IT APPROVES the 2019 Contract Cleaning Agreement with Waterdragon Inc. for pressure washing of downtown sidewalks, benches and garbage cans.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: ____ ayes ____ nays
Date Introduced: March 25, 2019
Date Passed:
Date Published:

**Industrial
Commercial
Residential**

Free Estimates!



**Chad A. Eneix
President
2870 Terra Ct. #7
Sun Prairie, WI 53590
Office: 608.580.0506
Cell: 608.290.9179
chad@waterdragoncleaning.com**

Contract Cleaning Agreement

Client: City of Wisconsin Dells
300 LaCrosse St.
Wisconsin Dells, WI 53965
Attn: David Holzem

2019 Proposal; submitted 03/19/2019

Thank you for giving Water Dragon Mobile Pressure Washing the opportunity to provide you with a proposal for service.

Our service provides a clean, customer friendly atmosphere for our clients. We use, **high volume hot** water pressure washing to clean concrete in many commercial and high traffic areas for restaurants, retailers, and municipalities in Wisconsin. Our equipment and techniques, combined with our use of application specific bio-safe detergents have been perfected through over 15 years of experience in the commercial pressure washing industry.

Proposal of services: 2018 Spring Season:

Spring cleaning is a bulk package bid:

- Pressure washing of sidewalks-gum removal and stain removal or fading.
- Areas to be cleaned include all city sidewalks on Broadway from the Bridge at Lacrosse St. to Church St. and includes sidewalks on adjacent streets one block North and South of Broadway.
- Pressure washing of 165+ benches and 60+ trash receptacles.
- Cleaning services will be performed prior to Memorial Day on 2-3 consecutive workdays.
- Work days are tentatively scheduled for starting late evening and continuing through early-to-mid-morning. Water Dragon will have 2 or 3 mobile washing units working in the streets to complete the initial Spring cleaning. All above-mentioned work will be postponed due to inclement weather and rescheduled as soon as possible to meet your Memorial Day deadline.
- Free use of city water most convenient to job location. Water usage will be estimated with # of 325 gallon tanks that we use or metered per water dept. request and reported to the water dept.
- Areas that cannot be cleaned due to ongoing or recent construction will be deducted by a percentage corresponding to linear feet of sidewalk cleaned
- Sidewalks lined with pavers will be treated with a application specific cleaner and rinsed so as not to dislodge pavers or wash out joint sand.

Bulk Package Bid = \$11,825.00

Summer/Fall of 2018 spot or maintenance cleaning:

-As the City of Wisconsin Dells Purpose sheet requests:

Water Dragon will provide spot HOT water pressure washing to various high traffic or dirty areas

that need touch up cleaning through the summer. (i.e. restaurants, candy stores and tavern entrances.) Or curb paint removal as requested by customer.

-Complying with Wisconsin Dells proposed timetable and request for a workday rate; Water Dragon will provide a minimum of 2 workdays throughout the summer/Fall that maintenance/ touch-up cleaning can be performed.

Workdays will consist of an 8-hour workday, 1 hour lunch plus drive time to Wisconsin Dells for 2-3 crewmembers. (1.5 hrs one way from Milton, WI to Wis. Dells.)

-Work day will consist of Water Dragon cleaning **any** concrete area, benches and or trash receptacles previously requested and scheduled by Wisconsin Dells. (Areas must pertain to attached map and not conflict with construction sites.)

-Water Dragon requires at least an 8-day notice prior to requested day of cleaning.

-Work will be performed at lowest traffic hours. Work will be performed during nighttime hours starting around midnight and ending no later than 9 a.m.

-NOTE; Curb and gutter paint removal may be substituted for any one maintenance cleaning, if paint removal chemicals are required, additional charges will apply at Water Dragons' cost.

Workday hourly price for 2 men and 1-2 vehicles = \$171.00 per hour. *Water Dragon believes you will be pleasantly surprised at how many store fronts, benches and trash receptacles can be washed during and 8 hour period with low traffic night time hours.*

Water Dragon Inc. is not liable or responsible for:

-Water run off or direction of water run off.

-Pooling water.

-Water spotted windows on cars or storefronts.

-Drift of water mist in the air due to wind speed or direction.

-All reasonable attempts will be made with in the scope of time and financial feasibility to prevent any of the above listed complications or liabilities.

To maintain the clean and customer-friendly atmosphere vital to your community's prosperity, Water Dragon suggests a regularly scheduled cleaning regimen for this area. I am certain that you will find that the services offered by Water Dragon are worthy of a contracted cleaning agreement. I look forward to hearing from you soon.

Water Dragon Mobile Pressure Washing Inc.
Terms and Conditions of Contract

If Water Dragon Inc. is awarded the project preceding this page, Water Dragon shall be provided reasonable time to complete the job as bid. Water Dragon Inc. shall not be responsible for delays or defaults by any causes of any type or extent beyond its reasonable control, including, but not limited to delays caused by owner, architect, engineers, general contractors, and/or sub contractor, fires, floods, accidents, acts of God or acts of governmental authorities.

Water Dragon Inc. shall be provided with any and all pertinent information changes not included in the original contract in written or email form in sufficient time to permit timely job completion.

All terms and conditions of this offer shall be included in a signed proposal between Water Dragon Inc. and the owner or his/her representative or designee. The signing of this proposal is considered a contract for service and all of its terms.

Water Dragon Inc. shall be entitled to equitable adjustments to the proposal amount for additional costs incurred due to project delays or acceleration beyond its reasonable control.

All claims, disputes and matters in question arising out of, or relating to, this proposal or the breach thereof, shall be decided by arbitration in the Rock, WI County Court System unless the parties mutually agree otherwise. Water Dragon Inc. is entitled to reimbursement from the customer or representing signing party for all associated court costs and attorney fees. Continuation of work during the arbitration will be mutually agreed upon in writing between Water Dragon Inc. and the customer.

Normal terms of payment are net 30 days net pay unless noted different on the invoice. If any other terms or retainage is required, terms must be agreed upon between Water Dragon Inc. and the customer prior to beginning the project. Any invoice that exceeds the agreed upon terms, will be subject to a 1 ½% monthly finance charge on the amount due.

Water Dragon Inc.

Customer _____

By: _____

Company/Title _____

Chad A. Eneix Date
President

Signature Date\

Proposal _____

**Contract Cleaning Agreement between Water Dragon and City of
Wisconsin Dells.**

The signing and return of this document is considered a contract for service. The signing party acknowledges all terms and conditions outlined in the previous pages of this document.

The signing party attests that he/she is authorized to enter into a legally binding contract for service.

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____
Water Dragon Inc.

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommended of the Public Works Committee from their March 25, 2019 meeting;

IT APPROVES the proposal submitted by Show Striping Industries for 2019 line marking services.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: March 25, 2019
Date Passed:
Date Published:



SHOW STRIPING INDUSTRIES

"BECAUSE FIRST IMPRESSIONS COUNT"™

1217 CLARA AVENUE SUITE C, WISCONSIN DELLS, WI 53965,
T: 608-253-0999, F: 608-253-0998, W: www.showstripinggov.com

Date 03-16-19

Proposal Number: 18-5019wd

Location Name: City of Wisconsin Dells Complete Restripe

Location Address: 300 LaCrosse Street Wisconsin Dells, WI 53965

City of Wisconsin Dells 2018

Scope of Project: Re-stripe the entire City of Wisconsin Dells, WI
Project Total \$14,109.00

This Proposal will include the following:

- All parking lot & city re-striping not excluded below
- Beaded double yellow stripe to Chula
- Green/white bike lanes with glass beads
- Oak Street Flex parking
- All 2 color Handicap Stencils
- Emergency Vehicles Only Stencils
- Pioneer Curb
- Finnegan
- Upper River Road curbs, crosswalks, and arrows at Chula
- Double yellow on Waubeek Road to Blighton Street
- all Broadway crosswalks beaded

This Proposal does not include following:

- Oak Street- Broadway to Minnesota
- Eddy Street- (new construction)
- Superior to Post Office

The cost listed above is an estimate based upon what is visible in the existing lot. The final count & price may vary slightly based on actual items painted. The above prices, specifications and conditions are satisfactory and are hereby accepted. Show Striping, is authorized to do the work specified. Payments will be made as outlined above. *This Proposal is also subject to the Terms & Conditions on the reverse side hereof.* Owner acknowledges receipt of a copy of this contract and Contractor's Warranty. All material is guaranteed to be as specified and the above work to be performed in accordance with standard practices. Agreements contingent upon weather conditions, traffic patterns, delays, and/or family emergencies beyond control. Work to be completed at a mutually acceptable time to avoid interfering with property owner's business. Unless otherwise specifies by client, only high grade DOT approved long wear fast dry latex waterborne traffic paint is used. Show Striping carries over 5,000,000 public liability insurance. Property Owner is not responsible for any job related accident. On all jobs over \$1,000.00, 50% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the owner. On all jobs under \$1,000.00, 25% must be paid upon signature of the contract, and the remaining amount must be made in full completion of job unless otherwise specified and agreed upon by both Show Striping and the Owner.

Acceptance- I hereby accept the above estimate, conditions and payment structure and authorize Show Striping Industries to begin with work specified.

X _____ DATE _____
CLIENT REPRESENTATIVE

X _____ DATE _____
SHOW STRIPING REPRESENTATIVE

Thank you for the opportunity to serve!

TERMS AND CONDITIONS (BUSINESS)

Upon Owner's written acceptance of this proposal, the Owner accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Owner to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Owner agrees that his or her deposit that is stated is non refundable and that they have no legal standing to recover that deposit amount. If the material cost is more than the deposit is worth and the owner decides to cancel or terminate the project after signing the acceptance proposal, the owner agrees that by signing this agreement that they will pay above the deposit amount if necessary to cover all materials and rentals. The recovery of damages above the deposit amount incurred by Show Striping, ("SS ") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation and materials identifiable to the contract will be paid by the owner if he or she cancels after signing the proposal therefore accepting it. All permits are the Owner's responsibility prior to the commencement of the project unless SS has specified otherwise in writing. If SS is unable to start or complete the proposed project due to obstructions (ie. vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction or correcting the cause, plus 30% to cover SS overhead and profit. All material will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. SS does not guarantee the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. SS is not responsible for filling cracks in existing deteriorated (alligatored) areas unless otherwise specified in writing. SS shall not be responsible to Owner for any damages of any nature

for Owner specified grades of less than 1% or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted as satisfactory unless SS is notified otherwise in writing within 5 days after the project is completed.

In the event underlying concrete, wood, other materials or unusual subsoil conditions are discovered during excavation on the job, Owner recognizes that this will result in an additional charge. Any additional material or labor required to complete any portion of the proposed project outside the scope of the specifications through no fault of SS shall result in an additional charge and SS may, at its option, cease performing work at the project until the Owner shall agree to the changes and charges in writing. SS shall not be responsible for any delays in completion of the project as a result of additional work or the Owner withholding approval of additional work.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY.

SS'S liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. SS SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND/OR CONTINGENT DAMAGES WHATSOEVER. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS SS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE ARISING FROM INJURIES TO THIRD PARTIES AT THE JOB SITE OR THE INTERRUPTION OR DESTRUCTION OF OWNER/PRIVATE UNDERGROUND CABLE, PIPES OR INSTALLATIONS. COMPLETION, DELAY AND CLAIMS. SS shall not be liable for any damage as a result of any delay due to any cause beyond SS'S complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or SS's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance. In the event of any such delay, the date of completion shall be executed for a period equal to the time lost by reason of the delay. Claims by Owner against SS must be made in writing to SS within three (3) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.

PRICE AND PAYMENT.

The prices in this proposal are SS's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for SS to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify SS in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating SS for assuming that additional exposure. In the absence of such a notification, by signing this proposal Owner is accepting such limitations and disclaimers in exchange for the lower prices set forth herein. Owner agrees to pay all costs of collection, including reasonable attorney fees. ALL INVOICES ARE DUE 10 DAYS AFTER THE DATE ON THE INVOICE. Show Striping reserves the right to charge the respectful client if ANY payment is not made when due an accrued compound interest at the rate of 3 1/2% per month & \$100.00 penalty fee after ten months with no payment, and \$200.00 penalty fee every year past the first ten months until debt is paid.

WARRANTY & SEVERABILITY.

Owner agrees that this proposal is subject to SS's standard one (1) year limited warranty, a copy of which Owner acknowledges receiving with this proposal. In the event any payment is not made when due, any warranty of SS shall be void. If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose.

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommended of the Public Works Committee from their March 25, 2019 meeting;

IT APPROVES the Utility Easement Agreement with Newport Run, LLC for an area near Windy Hill Road.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: March 25, 2019
Date Passed:
Date Published:



Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:

Parcel Numbers

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by **Newport Run, LLC** (the *Owner*) to **City of Wisconsin Dells** (the *Utility*).

RECITALS:

A. The Owner is the fee holder of certain real property in the Town of Newport, Columbia County, Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. This easement is given to reaffirm an easement given earlier.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Owner grants to the City Utility, and its licensees, a perpetual easement and right-of-way to design, construct, maintain and operate a sanitary sewer main with rights of ingress and egress for that purpose, located below grade and connecting with the existing City main on Windy Hill Road. The Utility is already constructed and in place.

2. **Indemnification.** The Utility shall indemnify the Owner from and against all

loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

3. Consistent Uses Allowed. The Owner reserves the right to use the Easement area for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement, including using this area as a future paved private roadway.

4. Restoration of Surface. The Utility shall restore the surface disturbed by any future construction or maintenance located within the Easement to its condition before the disturbance.

5. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

6. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Columbia County, Wisconsin.

Dated: December 12, 2018

NEWPORT RUN, LLC



(Owner)

By: Eric Helland

Title: Managing Member

CITY OF WISCONSIN DELLS

(Utility)

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Columbia

This instrument was acknowledged before me on December 12, 2018, Newport Run, LLC, by Eric Helland, Managing Member.



Notary Public, State of Wisconsin
My commission: June 6, 2021

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on December _____, 2018, City of Wisconsin Dells, by _____.

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by
Attorney William T. Curran
Mauston, Wisconsin, 53948.

LEGAL DESCRIPTION
UTILITY EASEMENT AGREEMENT

A 20 foot wide sewer line easement located in Lot 1, CSM No. 6050, Document #906787, SE ¼ NE ¼ and NE ¼ SE ¼, Section 10, T13N, R6E, Town of Newport, Columbia County, Wisconsin whose centerline is described by the following line:

Commencing at the East ¼ corner of said Section 10; thence N89°16'37" W, 417.53 feet to northeast corner of said Lot 1; thence N89°24'18" W along north line of said Lot 1, 106.02 feet; thence S 50°20'58" W along said north line, 86.70 feet to point of beginning of centerline of 20 foot wide force main easement; thence S 44°22'43" W, 179.96 feet; thence N 52°35'02" W, 304.71 feet; thence N 54°03'49" W 184.97 feet to end of centerline of easement.

Sheet 2 of 3 sheets

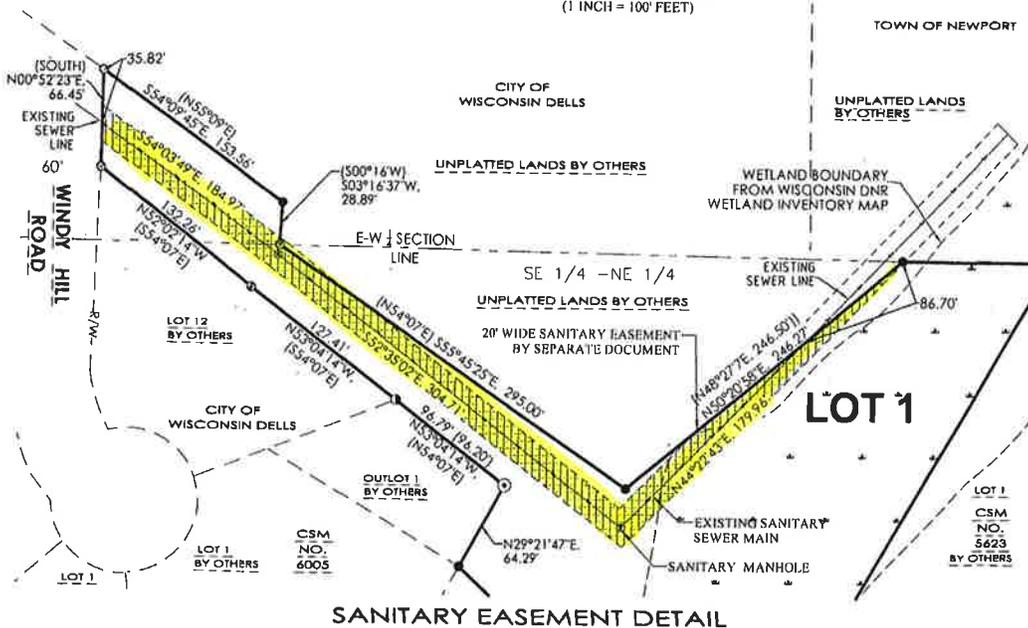
COLUMBIA COUNTY CERTIFIED SURVEY MAP No. _____

Combining of some parcels described in Doc # 805377

Located in NW1/4-SE1/4, SE1/4-NE1/4 and NE1/4-SE1/4, Section 10, T13N, R6E, Town of Newport, Columbia County, Wisconsin

Bearings are referenced to east line of NE1/4 of Section 10 which bears S0°05'15"E, Grid North, Columbia County Coordinate System, NAD 83(91),

- ⊕ = Found government corner (as shown)
- = Found 3/4" round iron rod
- ⊙ = Found 2" iron pipe (unless shown otherwise)
- = Found 1" iron pipe
- () = Recorded as



MARK C
 CARLSON
 S-2021
 Baraboo,
 WI
 LAND SURVEYOR
Mark C. Carlson
 8-24-18

Sheet 3 of 3 sheets

COLUMBIA COUNTY CERTIFIED SURVEY MAP No. _____

Combining of some parcels described in Doc # 805377

Located in NW1/4-SE1/4, SE1/4-NE1/4 and NE1/4-SE1/4, Section 10, T13N, R6E, Town of Newport, Columbia County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, Mark C. Carlson, Professional Land Surveyor, hereby certify that I have surveyed, divided, monumented and mapped a parcel of land located in NW1/4-SE1/4, SE1/4-NE1/4 and NE1/4-SE1/4, Section 10, T13N, R6E, Town of Newport, Columbia County, Wisconsin bounded by the following described line:

Commencing at the E1/4 corner of said Section 10; thence N89°16'37"W, 417.53 feet to point of beginning; thence S30°35'11"W, 319.49 feet; thence S30°36'43"W, 208.82 feet; thence S43°05'22"W, 594.07 feet; thence S12°33'40"W, 402.96 feet to north line of Canadian Pacific Railroad; thence N61°50'05"W along the said north line, 295.96 feet; thence S28°29'32"W along said north line, 50.04 feet; thence N59°18'35"W along said north line, 121.68 feet; thence N2°25'34"E, 812.26 feet to south line of Block 2, Bowman Hills Addition; thence S89°05'13"E along said south line, 291.06 feet to northwest corner of Lot 1, CSM No. 5937; thence S1°05'39"W along west line of said Lot 1, 301.94 feet to southwest corner of said Lot 1; thence S75°45'25"E along south line of said Lot 1, 55.65 feet; thence N34°56'08"E along said south line, 124.87 feet; thence S87°59'39"E along said south line, 112.76 feet; thence N29°21'47"E along said south line, 80.02 feet; thence S58°29'41"E, 29.65 feet; thence N61°53'10"E, 121.52 feet; thence N89°47'36"E, 36.31 feet; thence N0°45'03"E, 187.47 feet; thence N47°16'44"W, 37.79 feet to southeast corner of Out Lot 1, CSM No. 5937; thence N29°21'47"E along east line of Out Lot 1, 64.29 feet; thence N53°04'14"W along north line of said Out Lot 1, 96.79 feet to southeast corner of Lot 12, Block 2, Bowman Hills Addition; thence N53°04'14"W along north line of said Lot 12, 127.41 feet; thence N52°02'14"W, 132.26 feet to east line of Windy Hill Road; thence N0°52'23"E along said east line, 66.45 feet; thence S54°09'45"E, 153.56 feet; thence S3°16'37"W, 28.89 feet; thence S55°45'25"E, 295.00 feet; thence N50°20'58"E, 246.27 feet; thence S89°24'18"E, 106.02 feet to point of beginning.

Said described parcel contains 12.41 acres or 540,739 sq.ft. and is subject to sewer and other easements of record.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the Town of Newport and Title 16, Chapter 200, Columbia County Ordinance to the best of my knowledge, information and belief in surveying, mapping and dividing the same.

This Certified Survey Map is not a division of property, but a combination and depiction of some parcels contained in Document # 805737 into a single parcel and description.

That such plat is a correct representation of all exterior boundaries of the land surveyed.

That I have made such survey under the direction of Eric Helland.

8-24-18
Date

Mark C. Carlson
Mark C. Carlson

**COLUMBIA COUNTY APPROVAL CERTIFICATE:**

Approved for recording by the Columbia County Planning and Zoning Department.

8-24-18
Date

Renee Johnson
Authorized Representative