

## NOTICE OF MEETING

**COMMITTEE:** ONEIDA COUNTY PUBLIC WORKS  
**PLACE:** ONEIDA COUNTY HIGHWAY DEPARTMENT  
730 W. KEMP STREET, RHINELANDER, WI  
**DATE:** THURSDAY, MAY 28, 2026 **TIME:** 8:00 AM

The Public Works Committee consists of a quorum of County Board Supervisors that also sit on the Executive Committee and the Planning and Development Committee; however, those committees will not take any formal action at this meeting. It is possible that a quorum of county board members will be at this meeting to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the county board pursuant to State ex rel Badke v. Greendale Village Board, 173 Wis 2d 553, 494 n.w.2d 408 (1993), and must be noticed as such, although the county board will not take any formal actions at this meeting. There may be quorums of other County Board Committees present, although those committees will not take any formal action at this meeting.

### ALL AGENDA ITEMS ASSUMED TO BE DISCUSSION/DECISION ITEMS

#### AGENDA:

1. Call to order
2. Approve agenda
3. Approve minutes of the Public Works Committee meeting held May 14, 2026
4. Public comments
5. Future meeting dates
6. Approve Vendor Vouchers
7. April Budget to Actual and Invoices Paid Reports
8. Staffing Update
9. Sand Lake Boat Landing Launch Fee Program
10. Request for Jurisdictional Transfer of Willow Road, Town of Lynne and Pine Lake Road and Squirrel Lake Road, Town of Minocqua to the Oneida County Highway System Update
11. Approve Tweet Garrot Proposal for Shop Safety Repairs
12. Equipment Updates
13. Complaint Status Report
14. Commissioner's Report
15. Future agenda items
16. Public comments
17. Adjourn

#### NOTICE OF POSTING

**TIME:** 4:30 PM **DATE:** 05/26/2026 **PLACE:** COURTHOUSE & HIGHWAY DEPARTMENT

#### TED CUSHING, CHAIRMAN

Notice posted by Dan Gleason, Highway Department. Information on a specific agenda item may be obtained by contacting the highway department at 715-369-6184.

#### NEWS MEDIA NOTIFIED BY FAX/EMAIL/MAIL **DATE:** 05/26/2026 **TIME:** 4:30 PM

Northwoods River News	Lakeland Times	North Star Journal	Tomahawk Leader
WHDG Radio Station	WJFW Channel 12	WXPR Radio Station	WRJO Radio Station
Vilas County News Review	WHDG Radio	WCYE Radio	WSAW Channel 7

Notice is hereby further given that pursuant to the Americans with Disabilities Act reasonable accommodations will be provided for qualified individuals with disabilities upon request. Please call Dan Gleason 715-369-6184 with specific information on your request allowing adequate time to respond to your request.

**GENERAL REQUIREMENTS:**

1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

**NOTICE REQUIREMENTS:**

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

**MANNER OF NOTICE:**

Date, time, place and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to apprise members of the public and news media.

**TIME FOR NOTICE:**

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is good cause that such notice is impossible or impractical.
3. Separate notice for each meeting of the governmental body must be given.

**EXEMPTIONS FOR COMMITTEES & SUBUNITS**

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful setting to act or deliberate upon the subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

**PROCEDURE FOR GOING INTO CLOSED**

**SESSION:**

1. Motion must be made, seconded and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

**SYNOPSIS OF STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:**

1. Concerning a case which was the subject of Judicial or quasi-judicial trial before this governmental body Sec. 19.85(1)(a)
2. Considering dismissal, demotion or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation or performance evaluation data of any public employee over which this body has jurisdiction or responsibility. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e).
6. Considering financial, medical, social or personal histories or disciplinary data of specific person, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public, would likely have a substantial adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f), except where paragraph 2 applies.
7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

**PLEASE REFER TO CURRENT STATUTE SECTION 19.85 FOR FULL TEXT**

**CLOSED SESSION RESTRICTIONS:**

1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session within twelve hours unless proper notice of this sequence was given at

- the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.
4. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer's announcement of the closed session.
5. In order for a meeting to be closed under Section 19.85(1)(f) at least one committee member would have to have actual knowledge of information which he or she reasonably believes would be likely to have a substantial adverse effect upon the reputation involved and there must be a probability that such information would be divulged. Thereafter, only that portion of the meeting where such information would be discussed can be closed. The balance of that agenda item must be held in open session.

**BALLOTS, VOTES AND RECORDS:**

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

**USE OF RECORDING EQUIPMENT:**

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

**LEGAL INTERPRETATION:**

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

**PENALTY:**

Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than \$25.00 nor more than \$300.00 for each violation.

**ONEIDA COUNTY PUBLIC WORKS COMMITTEE MEETING  
MINUTES**

**Oneida County Highway Department Conference Room  
Thursday, May 14, 2026 8:00 a.m.**

<b>Committee members:</b>	<b>Present</b>	<b>Excused</b>	<b>Absent</b>
Ted Cushing	X		
Bob Almekinder	X		
Billy Fried	X		
Dan Hess	X		
Greg Oettinger	X		

**Also Present:** Ben Rich/Highway Commissioner, Dan Gleason/Highway and Brian Jopek/Lakeland Times

**1. Call to order and Chairperson’s announcements**

Chair Ted Cushing called the Public Works Committee meeting to order at 8:00 am noting the meeting was properly posted and ADA accessible.

**2. Approve agenda**

Motion by Oettinger/Fried to approve the agenda. Motion carried.

**3. Approve minutes of the Public Works & Solid Waste Committee meetings held April 30, 2026**

Motion by Hess/Almekinder to approve the minutes as presented. Motion carried.

**4. Public comments**

None

**5. Future Meeting Dates:**

- May 28, 2026
- June 11, 2026
- June 25, 2026

**6. Approve Vendor Vouchers**

Motion by Almekinder/Hess to approve the vendor vouchers as presented. Motion carried.

**7. Award of 2026 Construction Projects:**

**A. CTH E Project**

	Pitlik & Wick	Northeast Asphalt	American Asphalt
Total	\$ 442,157.90	\$ 465,012.00	\$ 434,833.00

**B. CTH K Project**

	Pitlik & Wick	Northeast Asphalt	American Asphalt
Total	\$ 600,588.75	\$ 625,705.00	\$ 616,198.00

**C. CTH N Project**

	Pitlik & Wick	Northeast Asphalt
*Total with RR	\$ 161,267.55	\$ 159,384.00

Motion by Fried/Almekinder to accept the American Asphalt bid for CTH E Project, the Pitlik bid for CTH K Project and Northeast Asphalt for CTH N Project as presented – all three were low bidders for each project. Motion carried.

**8. Award of 2026 Design Services Proposal for the Rhinelander Facility Electrical Upgrades**

Excel	Clark Dietz	Salas O'Brien
\$ 35,325.00	\$ 57,500.00	\$ 65,000.00

Motion by Hess/Almekinder to award 2026 design service proposal for the Rhinelander facility electrical upgrades phase 1 and phase 2 to excel at a cost of \$35,325.00. Motion carried.

**9. Review Letter to the Transportation Secretary Requesting RMA Funding Increase**

Fried recommended updating the letter to reflect the current date and costs. Fried suggested rather than recreating the letter make some minor changes with current numbers. Oettinger commented the update should reflect cost increases.

**10. Request for Jurisdictional Transfer of Willow Road, Town of Lynne and Pine Lake Road and Squirrel Lake Road, Town of Minocqua to the Oneida County Highway System update**

Rich reported he was in the process of collecting the cost figures but did not have any additional information at that time.

Almekinder suggested keeping this item on the agenda until the commissioner was ready. Fried and Almekinder agreed the committee should meet with both towns prior to forwarding the request to the county board.

**11. Request for Radar Speed Signs on CTH L near Windmill Ice Cream Shoppe**

Rich reported the town chair of Nokomis contacted him asking if the County would install the signs on either side of the Windmill area. Rich explained they updated the pedestrian signs and added flags, however, the chair feels it was not enough. Rich commented the signs used by both Rhinelander and Lake Tomahawk are no longer WMUTCD compliant adding the speed limit does not change where the signs are requested. Rich explained the cost per sign was \$3,219 noting two signs would likely be requested. Rich recommend against adding the signs because there was adequate signage. Rich noted if the County would not pay for the signs, the Town would likely make a request to install the signs at their own cost. Motion by Fried/Almekinder to deny the funding request for radar speed signs on CTH L near the Windmill Shoppe as presented. Motion carried.

**12. Equipment Updates**

Rich reported the finance commissioner confirmed the additional funds needed to purchase the commissioner truck did not require approval as the purchase was less than \$100,000.

**13. Complaint Status Report**

Rich reported the DOT approved 6 days of patching on STH 70 but crew was on day 7 noting a combination of hot mix and mastic was used that required a crew of up to eight people. Rich explained the DOT maintenance coordinator assesses the complaints about damage caused by utility contractors on State roads.

#### 14. Commissioner's Report

Rich reported:

- Sand was screened in the Klaver pit for two weeks and operations would be moved to the Scheidigger pit the following week.
- The crew would continue to patch on STH 70 as long as the DOT would allow.
- Most of the County and State bridges were washed except those bridges in construction zones.
- The patrol superintendent position was filled internally by Taylor Miles.
- He was working with the DOT to understand what was required for a jurisdictional transfer noting the towns would be lose lot of money but the County would not receive any additional funding because GTA funding was based on a five-year spending average.

#### 15. Future Agenda Items

- Jurisdictional transfer request update

#### 16. Public comments

None

#### 17. Adjourn

Meeting adjourned at 9:02 am

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Committee Chairman

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Committee Secretary

AGENDA



COUNTY SUMMER GENERAL MAINTENANCE

	*January	February	March	April	YTD	May	June	* July	August	September	October	November	* December	YTD	Close 1,2,3	YEAR END
Year 2026	8,002	53,196	121,167	171,193	353,558									353,558		353,558
Year 2025	69,085	92,454	118,619	60,680	340,837	114,217	116,418	111,602	271,880	78,991	38,547	145,870	44,526	1,262,888	137,494	1,400,381
Year 2024	33,765	190,822	233,767	123,153	581,507	109,580	65,737	80,046	221,441	38,365	98,731	102,286	49,935	1,347,628	98,967	1,446,595
Year 2023	2,685	53,646	119,258	102,692	278,280	65,316	184,513	204,376	119,574	222,981	52,432	96,530	139,725	1,363,726	126,388	1,490,114
Year 2022	4,253	37,142	67,419	62,932	171,746	53,125	126,270	72,379	91,077	132,920	195,560	49,012	13,837	905,924	76,213	982,137
Year 2021	44,117	36,923	66,100	154,378	301,517	73,234	52,587	114,168	110,965	221,719	114,579	91,014	14,925	1,094,708	71,041	1,165,749
Year 2020	7,464	29,208	14,797	22,218	73,686	102,541	234,373	82,506	252,355	132,904	57,585	15,852	60,557	1,012,358	109,234	1,121,592
Year 2019	22,213	4,742	24,996	25,442	77,392	114,499	111,366	91,599	134,300	65,830	211,009	85,744	21,343	913,082	72,837	985,919
Year 2018	9,435	53,321	31,048	15,239	109,042	58,031	131,572	230,024	130,506	83,789	79,300	62,808	12,395	897,468	68,355	965,823
Year 2017	69,249	29,627	40,681	72,618	212,176	135,298	182,769	90,645	128,711	154,777	75,435	30,798	34,327	1,044,935	35,693	1,080,628
Year 2016	14,336	13,936	42,112	82,792	153,176	95,213	61,177	78,712	92,916	71,841	339,829	(123,351)	(82,701)	686,812	157,071	843,883
Year 2015	13,450	31,911	69,587	43,662	158,610	72,038	45,061	113,436	70,828	66,752	25,696	27,369	28,795	608,585	79,949	688,534
Year 2014	9,119	11,938	21,586	29,529	72,171	86,892	68,134	64,423	152,532	43,089	57,970	13,774	15,181	574,165	63,425	637,590
Year 2013	35,236	9,208	38,245	33,364	116,053	81,670	114,881	62,520	107,866	30,545	32,821	49,361	13,767	609,484	56,026	665,510
Year 2012	13,707	23,975	19,820	123,830	181,332	81,987	98,059	100,286	153,296	130,444	55,833	70,044	43,365	914,646	69,231	983,877
Year 2011	15,586	27,181	41,185	82,857	166,809	87,693	144,918	67,762	49,927	257,176	85,363	40,871	24,410	924,929	59,716	984,645
Year 2010	10,534	15,303	34,428	48,554	108,819	48,557	108,279	64,081	72,296	108,821	161,514	22,452	35,448	730,268	39,609	769,877
Year 2009	17,515	15,905	27,898	32,655	93,974	77,647	31,155	12,665	37,990	81,946	58,946	42,932	18,015	455,271	5,304	460,574
Year 2008	22,201	21,066	50,196	36,824	130,288	132,874	71,261	56,498	39,573	33,198	100,809	24,816	8,931	598,247	(2,215)	596,032

COUNTY WINTER GENERAL MAINTENANCE

	*January	February	March	April	YTD	May	June	* July	August	*September	October	November	* December	YTD	Close 1,2,3	YEAR END
Year 2026	265,821	211,815	143,257	51,653	672,546									672,546		672,546
Year 2025	132,747	137,167	118,405	90,865	479,185	2,182	161	161	4,131	837	6,403	20,943	354,114	868,116	-65,009	803,107
Year 2024	93,845	95,959	96,849	43,025	329,678	257	113	108	92	120	3,744	3,907	172,864	510,883	-44735	466,148
Year 2023	130,653	154,284	259,257	52,099	596,293	10,284	(2,456)	-	375	968	1,578	27,990	105,141	740,173	-84470	655,703
Year 2022	66,896	120,748	110,996	113,678	412,318	3,465	3,298	-	776	1,265	5,115	95,271	225,210	746,718	-13273	733,445
Year 2021	69,259	115,865	86,238	27,367	298,729	978	1,385	-	-	1,584	2,669	28,166	204,287	537,798		537,798
Year 2020	153,012	78,671	44,976	23,309	299,969	3,939	4,699	-	177	5,335	20,869	32,212	122,950	490,150	1107	491,257
Year 2019	95,572	186,642	108,110	42,513	432,836	3,210	269	-	-	-	97	80,180	218,356	734,948	2045	736,993
Year 2018	133,104	82,496	60,722	98,970	375,292	5,418	-	-	-	-	168	93,856	113,362	588,096		588,096
Year 2017	130,313	105,781	56,260	(7,536)	284,818	10,175	135	-	-	-	336	72,648	135,163	503,274		503,274
Year 2016	145,720	130,309	58,169	49,043	383,242	360	-	-	-	1,147	2,199	3,314	228,706	618,967	(3,315)	615,652
Year 2015	145,962	82,590	40,242	46,946	315,739	1,311	-	-	614	16	-	18,643	142,841	479,165	-225	478,940
Year 2014	167,534	132,138	90,929	67,428	458,028	12,544	-	-	-	140	-	83,862	176,179	730,754	202	730,956
Year 2013	59,915	218,276	166,145	96,115	540,451	9,796	-	1,415	-	19	2,242	47,785	226,856	828,564	0	828,564
Year 2012	112,803	112,099	123,093	7,771	355,765	2,971	-	109	597	-	4,174	32,135	172,852	568,605	(2,153)	566,451
Year 2011	103,099	96,067	92,604	72,832	364,603	167	-	-	17,442	689	2,370	79,574	173,852	638,697	-	638,697
Year 2010	47,605	98,677	32,853	2,930	182,065	617	-	361	921	(403)	8,990	57,821	144,818	395,189		395,189
Year 2009	115,455	99,383	94,500	54,295	363,633	16,009	-	720	6,592	-	11,482	9,404	155,622	563,462	(178)	563,284
Year 2008	143,459	159,787	90,693	87,446	481,385	7,983	-	1,105	512	(9,665)	2,881	62,496	197,205	743,902	-	743,902

GRAND TOTAL COUNTY GENERAL MAINTENANCE

	*January	February	March	April	YTD	May	June	July	August	September	October	November	December	YTD	Close 1,2,3	YEAR END
Year 2026	273,823	265,011	264,424	222,846	1,026,104	-	-	-	-	-	-	-	-	1,026,104		1,026,104
Year 2025	201,832	229,621	237,024	151,545	820,022	116,399	116,579	111,763	276,011	79,828	44,950	166,813	398,639	2,131,004	72,485	2,203,488
Year 2024	127,610	286,781	330,616	166,178	911,185	109,837	65,850	80,154	221,533	38,485	102,475	106,193	222,799	1,858,511	54,232	1,912,743
Year 2023	133,338	207,930	378,514	154,791	874,573	75,599	182,057	204,376	119,949	223,949	54,009	124,520	244,866	2,103,899	41,918	2,145,817
Year 2022	71,149	157,890	178,415	176,609	584,063	56,590	129,568	72,379	91,853	134,184	200,675	144,283	239,047	1,652,642	62,940	1,715,582
Year 2021	113,376	152,787	152,338	181,745	600,246	74,212	53,972	114,168	110,965	223,304	117,248	119,179	219,212	1,632,506	71,041	1,703,547
Year 2020	160,476	107,879	59,773	45,527	373,654	106,479	239,072	82,506	252,532	138,239	78,454	48,064	183,507	1,502,508	110,341	1,612,849
Year 2019	117,785	191,384	133,105	67,955	510,228	117,709	111,635	91,599	134,300	65,830	211,106	165,923	239,699	1,648,030	74,882	1,722,912
Year 2018	142,538	135,817	91,769	114,209	484,334	63,449	131,572	230,024	130,506	83,789	79,467	156,665	125,757	1,485,563	68,355	1,553,918
Year 2017	199,562	135,408	96,940	65,083	496,993	145,473	182,904	90,645	128,711	154,777	75,770	103,445	169,490	1,548,209	35,693	1,583,902
Year 2016	160,056	144,245	100,281	131,835	536,418	95,573	61,177	78,712	92,916	72,988	342,028	(120,038)	146,006	1,305,779	153,756	1,459,535
Year 2015	159,412	114,500	109,829	90,608	474,349	73,349	45,061	113,436	71,442	66,768	25,696	46,012	171,636	1,087,749	79,724	1,167,473
Year 2014	176,653	144,075	112,515	96,957	530,199	99,435	68,134	64,423	152,532	43,229	57,970	97,636	191,360	1,304,919	63,627	1,368,546
Year 2013	95,151	227,484	204,390	129,479	656,504	91,466	114,881	63,935	107,866	30,564	93,146	240,623	1,438,048	56,026	1,494,074	
Year 2012	126,510	136,074	142,913	131,601	537,098	84,958	98,059	100,395	153,893	130,444	60,007	102,179	216,217	1,483,250	67,078	1,550,328
Year 2011	118,686	123,248	133,789	155,690	531,412	87,860	144,918	67,762	67,370	257,865	87,733	120,444	198,262	1,563,626	59,716	1,623,342
Year 2010	58,139	113,980	67,281	51,485	290,884	49,174	108,279	64,443	73,217	108,418	170,503	80,273	180,265	1,125,457	39,609	1,165,066
Year 2009	132,970	115,289	122,398	86,950	457,607	93,656	31,155	13,386	44,583	81,946	70,428	52,336	173,637	1,018,733	5,126	1,023,859
Year 2008	165,660	180,853	140,890	124,270	611,673	140,857	71,261	57,603	40,086	23,533	103,690	87,312	206,136	1,342,149	(2,215)	1,339,934

WisDOT INPUT REPORT

Year: 2026

ACCOUNT #	ACTIVITY CODE	ACCOUNT DESCRIPTION	2026 BUDGETED TOTAL	2026 ADDED FUNDING	Reimbursements	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG *6 wk*	SEP	OCT	NOV	DEC	OTHER CO CHARGES	CLOSE	YTD TOTAL	BUDGETED	REMAINING BALANCE	
53321	001	430101	Asphalt	280,000	-	14,700	23,034	24,647	761									1,407		64,550	280,000	215,450	
53321	002	430103	Concrete	50,000	-	0			0											0	50,000	50,000	
53321	003	430105	Shoulders	128,300	-	4			0											4	128,300	128,296	
53321	004	430133	Vegetation	135,000	-	2,498	5,059	4,833	3,336												15,726	135,000	119,274
53321	005	430131	Facilities Maintenance	65,000	-	0	5,443	180	3,215												8,838	65,000	56,162
53321	006	430121	Routine Structures	40,000	-	0			0												0	40,000	40,000
53321	007	430111	Winter Maintenance	545,400	-	292,219	246,352	151,062	72,036										1,687		763,354	545,400	-217,954
53321	008	430161	Sign Repair	20,000	-	163	1,142	1,307	7,483												10,095	20,000	9,905
53321	009	430140	Admin/Non-Patrol	149,100	-	157,191	0	0	0												157,191	149,100	-8,091
53321	010	430141	Admin State/Patrol Sup	129,000	-	10,966	10,568	11,219	11,701												44,454	129,000	84,546
53321	011	430107	Miscellaneous	87,300	-	196		0	529												725	87,300	86,575
MONTH TOTAL			1,629,100	-	157,191	320,746	291,598	193,248	99,062	0	0	0	0	0	0	0	0	3,094	0	1,064,938	1,629,100	564,162	
Monthly Budget %					8.7%	9.1%	11.0%	10.0%	7.7%	6.0%	5.0%	5.0%	5.0%	5.0%	6.0%	7.0%	15.0%						
Monthly Actual %					9.6%	19.7%	17.9%	11.9%	6.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						

PERCENTAGE OF BUDGET

ACCOUNT #	ACTIVITY CODE	ACCOUNT DESCRIPTION	2026 BUDGETED TOTAL	2026 ADDED FUNDING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	CLOSE Retro
53321	001	Asphalt	269,300		5.2%	13.5%	22.3%	22.6%	22.6%	22.6%	22.6%	22.6%	22.6%	22.6%	22.6%	22.6%	23.1%
53321	002	Concrete	30,000		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
53321	003	Shoulders	117,500		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
53321	004	Vegetation	130,000		1.9%	5.6%	9.2%	11.6%	11.6%	11.6%	11.6%	11.6%	11.6%	11.6%	11.6%	11.6%	11.6%
53321	005	Facilities Maintenance	65,000		0.0%	8.4%	8.7%	13.6%	13.6%	13.6%	13.6%	13.6%	13.6%	13.6%	13.6%	13.6%	13.6%
53321	006	Routine Structures	40,000		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
53321	007	Winter Maintenance	545,400		53.6%	98.7%	126.4%	139.7%	139.7%	139.7%	139.7%	139.7%	139.7%	139.7%	139.7%	139.7%	140.0%
53321	008	Sign Repair	15,000		0.8%	6.5%	13.1%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%
53321	009	Admin/Non-Patrol	139,800		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
53321	010	Admin State/Patrol Sup	118,200		8.5%	16.7%	25.4%	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%
53321	011	Miscellaneous	87,300		0.2%	0.2%	0.2%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%
MONTH TOTAL			1,557,500														

Other Co charges to other RMA  
 Vilas 1,407.43 Jan  
 Langlade 1,686.60 Mar

ACCOUNT #	ACTIVITY CODE	ACCOUNT DESCRIPTION	2026 BUDGETED TOTAL	2026 ADDED FUNDING	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	OTHER CO CHARGES	YTD TOTAL
321	033	770700	Damage Claims		453	834	(122)	950										2,115
323	009	800253	TODS Signs															0
323	012	724036	State owned PCMB's															0
321	000	720150	AAH															0
321	2133	210133	Forest Co RMA															0
321	64	350101	Lincoln Co RMA			2,130	52	1,744										0
321	63	630101	Vilas C RMA				365											0
323	0425	435601	DMA															0
323	4825	434825	DTMA Signing	66,200.00														0
323	0826	436311	USH 8 Route & seal	70,000.00														0
323	0026	436422	Structure Repairs	40,000.00				131										0
323	5825	135825	TMA-3M Signs															0
323	10	800263	WABS Install (white signs)															0
MONTH TOTAL			-	-	453	2,964	296	2,825	0	0	0	0	0	0	0	0	0	2,115

3,094  
 Oursourced to date

<b>Grand Total</b>					321,198	294,562	193,544	101,887	0	0	0	0	0	0	0	0	0	0	1,067,053
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Forest 0  
 53323 0

AGENDA

(5) Administration of Outdoor Recreation.

- (a) The Committee shall have the management and regulatory control of all County recreation areas and, in the exercise of its authority over such matters, it shall have the powers and duties enumerated in this subsection.
- (b) Subject to budget limitations and in accordance with the Outdoor Recreation Plan approved by the Board and provisions of this chapter, the Committee shall establish, construct and maintain, wherever the County deems desirable within the forest and on County Forest Special Use Lands, recreation areas, including but not limited to, picnic grounds, designated campgrounds, waysides, public access roads and boat landings, scenic areas, and trail networks, and shall designate, mark and preserve places of natural or historic interest and significance. Management and regulatory control of all County recreation areas is specifically designated to this Committee.
- (c) In cooperation with the D.N.R., the Committee shall do all things necessary for the protection of the County recreation areas, boat landings and special use areas, whether from fire, insects, disease, trespass, vandalism, damage by animals or other causes.
- (d) The Committee shall cooperate with the D.N.R. on matters relating to game and fish management within the County forests.
- (e) The Committee is authorized to enter into agreements with the D.N.R. for projects under Fish and Game Aids (§ 23.09(12)), Wildlife Habitat Aids (§ 23.07(17)), Snowmobile Trail funding programs and ATV/UTV Trail Programs and Recreational Trail Program Grants (Ch. 350), and any other applicable Wisconsin Statutes.



**INTERSTATE**  
PARKING COMPANY

**Inflow™**

# Boat Ramp User Access & Permit System Sand Lake Boat Landing



**NO UPFRONT  
COST**



**REDUCE  
STAFF TIME**



**NEW REVENUE  
SOURCE**



**NO SITE  
INFRASTRUCTURE  
REQUIREMENTS**

Tony Janowiec, President & CEO

tjanowiec@interstateparking.com | (608) 566-9155 | www.Interstateparking.com

# All-Inclusive Technology & Management Platform

Custom-branded solutions tailored to the needs of your needs.

## Inflow™



FRictionless POINT OF SALE & ADVANCED DATA ANALYTICS PLATFORM

 **INTERSTATE PARKING COMPANY**



**FULL SERVICE MANAGEMENT**



**24 HOUR SUPPORT**



**ASSET MANAGEMENT**



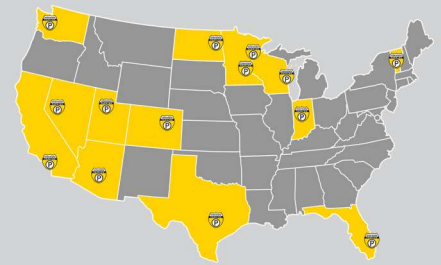
**COMPLIANCE EDUCATION & ENFORCEMENT**



**IN-HOUSE MIXED-USE DEVELOPMENT & FINANCING**



**DEVELOPMENT CONSULTING**



**Midwest Owned & Operated**



**Over 425 Team Members Nationwide**



# TAP 'N EXPLORE™



**Intuitive Mobile Payment Platform**

**No App Download Required**

**Seasonal Permits for Residents and Commercial Businesses**

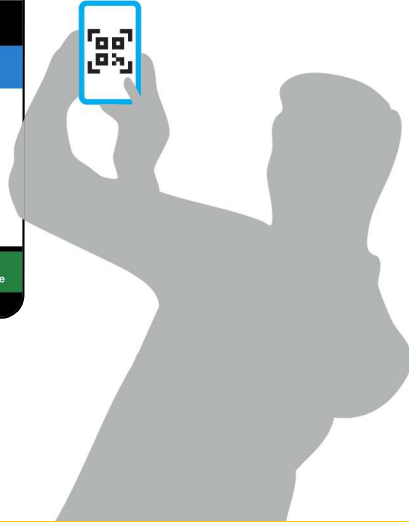
**24 Hour Customer Service & Support**

## Tap 'N Explore Automated Boat Ramp User Fee & Permit System

- Increase Revenue with Dynamic, User-Specific Rates
- Real-Time Smart Camera Enforcement
- Custom-branded
- 100% Contactless System



# Daily Use Access Fee – Easy as TAP 'N EXPLORE™

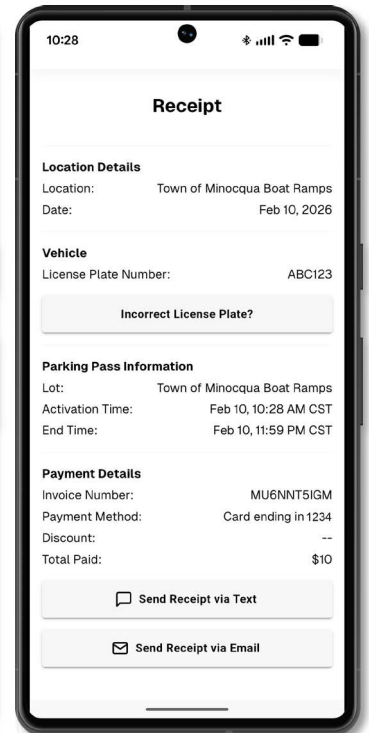
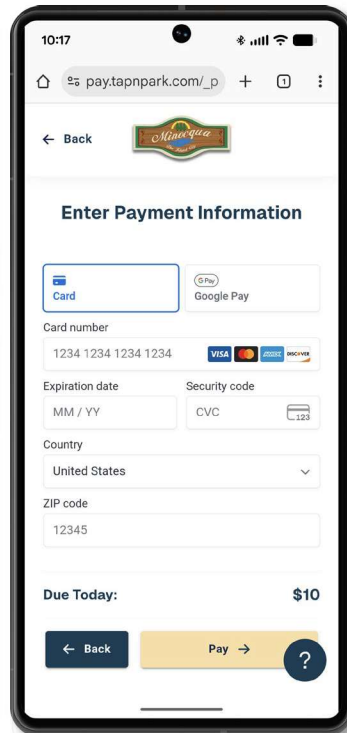
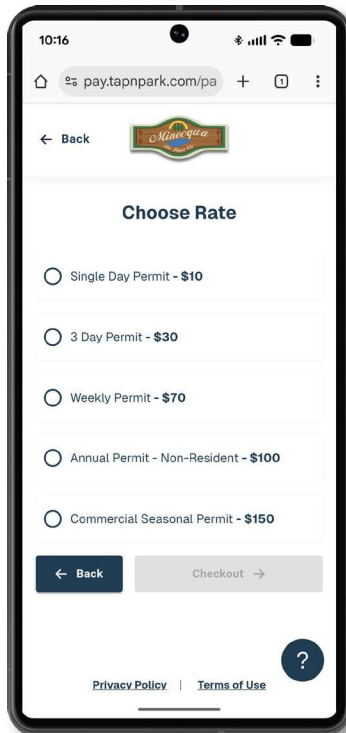
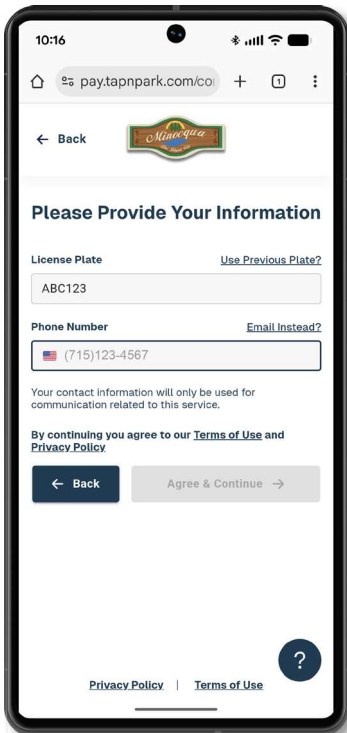


**NO APP  
DOWNLOAD**

**100% CONTACTLESS**

**SIMPLE  
INTUITIVE**

**1. AIM CAMERA PHONE AT QR CODE**



**2. OPEN LINK, ENTER PLATE & SELECT RATE**

**3. SELECT PAYMENT TYPE & CONFIRM**

# Seasonal Permits

Custom Boat Ramp Website  
[www.minocquaboatlandings.com](http://www.minocquaboatlandings.com)

## Optional Customizable Seasonal Permits and Pricing

- Resident and Non-Resident Rates
- Senior Citizen or Disabled Veteran Discounts
- Commercial Business Permits
- Weekend and Weekly Rates
- 100% Paperless Online Permitting Application
- License Plate Based Permitting

### Online Permit Application Form

#### Resident Permit Application

First name \*

Last name \*

Email \*

Phone \*

---

Address (Must be in Vilas County) \*

Street Address

City \*

Zip code \*

City

Zip code

Proof of Residence (.jpg or .png)

or Proof of Residence (.PDF)

Upload supported file (Max 15MB)

---

#### Vehicle 1

Vehicle Make \*

Vehicle Color \*

Abbreviated License Plate State \*

License Plate Number \*

Example: WI (for Wisconsin)      ABC123 (no dashes or spaces)

I understand by submitting this form and proof of ownership/residency of Vilas County to buy VEHICLE REGISTRATION is required verification process. \*

Yes, I understand       No, I forfeit my permit application


I understand that if approved, it is the responsibility of the permit holder to update the license plate number if it updates during the season. Instructions on how to do this will be sent to the permit holder's email address upon purchasing the permit. \*

Yes, I understand       No, I forfeit my permit application

I agree to comply with Vilas County Parking Regulations. \*

Yes, I understand       No, I forfeit my permit application

I'm not a robot

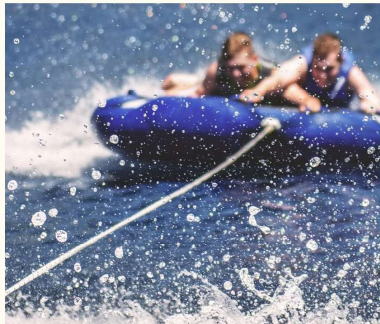


About **Permits** Locations Violations Contact

## Permits

One-stop shop for daily and annual permits for Public Boat Ramps Access

Active from April 1st through November 30th




**Daily, 3 Day, Weekly, and Seasonal Boat Ramps Access**

For frequent flyers to the waters of Minocqua, get your boat ramp access permit here!

### Commercial Boat Ramp Access

A commercial vehicle pertains to watercraft businesses, dock companies, fishing guides, construction businesses, landscape businesses, and/or any other business operation, licensed or not, that financially profits from use and access to the specific boat ramp where fees are required.



Minocqua Boat Landings  
 © 2025 by Interstate Parking, LLC.

### Custom Branded Signage & User Payment Portal



## RAMP FEE

# \$10 DAILY USE

PAY BEFORE ACCESSING RAMP

Register Tow Vehicle License Plate  
 Camera Enforcement 24 hours - April 1 through November 30



For Payment, Scan QR Code or Text 'XXXXX' to 94201

For Assistance, Visit [ParkOneidaCounty.com](http://ParkOneidaCounty.com)

10:16

pay.tapnpark.com/pa

ONEIDA COUNTY

### Choose Rate

Single Day Permit - \$10

3 Day Permit - \$30

Weekly Permit - \$70

Annual Permit - Non-Resident - \$100

Commercial Seasonal Permit - \$150

[Privacy Policy](#) | [Terms of Use](#)

# Customizable System Features

## Accurate Fee Enforcement and Collections

Advanced computer vision technology and reporting enables accurate, efficient, real-time inventory management and user fee enforcement.



## Optional Enforcement Ambassador Services

Revenue compliance of your customized access fee system can be operated by your staff, or we can provide fully-trained enforcement ambassadors to monitor your boat ramps.



## Local 24-Hour Live Customer Assistance

Our 24-hour live customer assistance provides real-time support to ensure a smooth user experience with no extra workload on your staff.



**Custom Branding  
for Your Community**

**Eliminate Stickers &  
Cash Envelopes /Boxes**



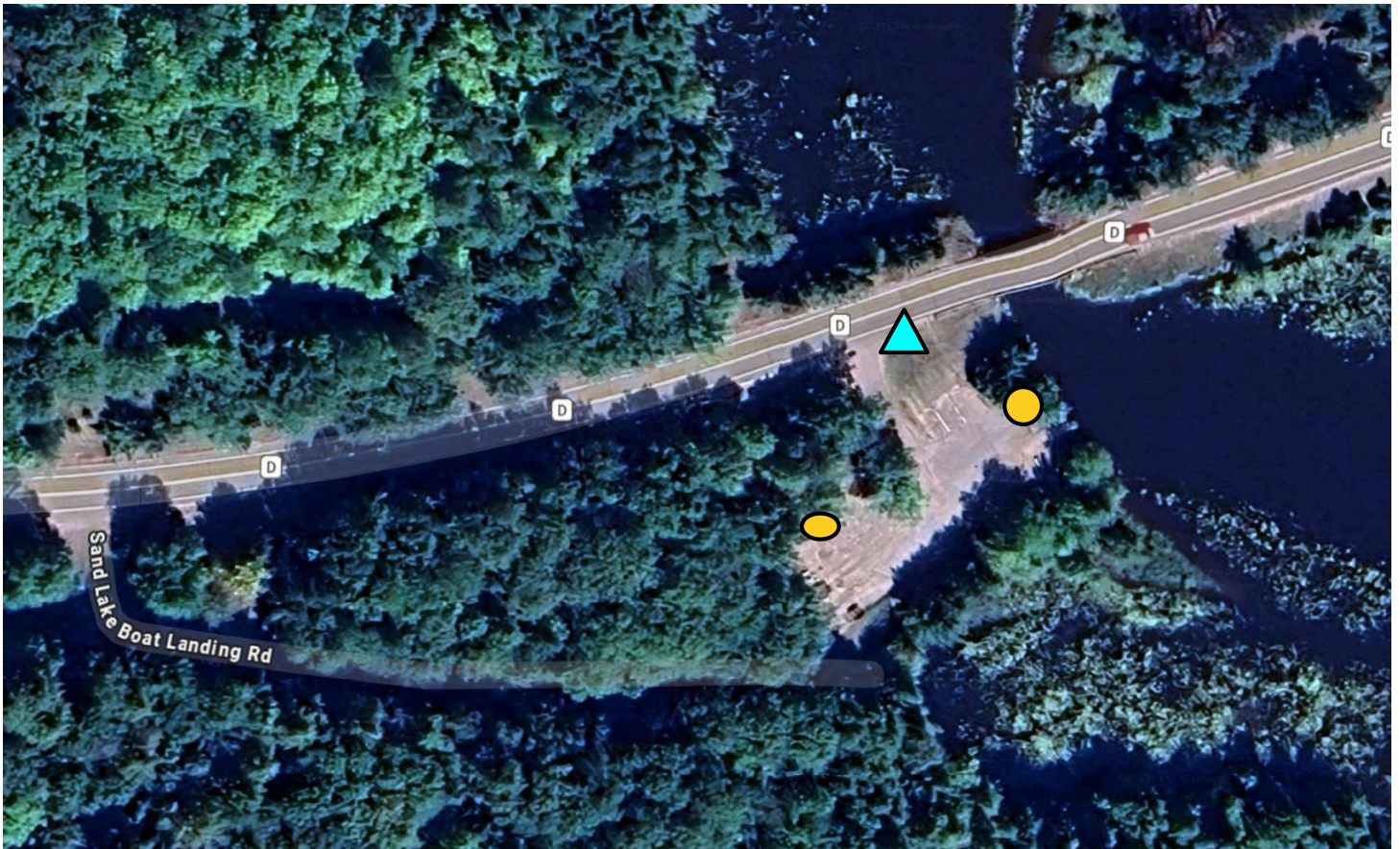
# Ramp Fees

## Proposed Boat Ramp Fees




\$10.00	Non-motorized/non-trailerred – Launch Fee
\$10.00	Motorized – Launch Fee
\$100.00	Yearly Launch Pass
\$40.00	Initial Violation Fee
\$80.00	Escalation Fine

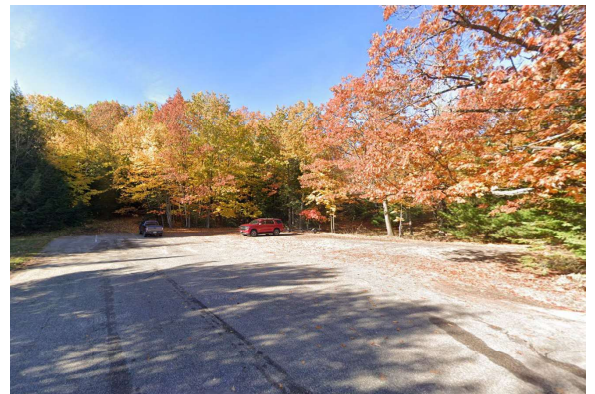


# Proposed Site Plan



Location: 45.857309, -89.387940

	INFLOW Technology	QTY
	LPR Cameras	N/A
	Entrance Sign	1
	Point-of-Sale Sign	2



# Cost Proposal

## TECHNOLOGY SYSTEM COST PROPOSAL

We propose the following Inflow™ Technology suite for the boat launch operation of the Sand Lake Boat Launch. The Inflow™ Technology suite includes the following all-inclusive, turnkey system:

### TAP 'N EXPLORE® TECHNOLOGY & EQUIPMENT

- Frictionless Point-of-Sale parking system
- License plate-based Permitting through online account setup and management – no paper permits required
- TAP 'N EXPLORE® QR Code-based mobile payment platform for day of sales for boat ramp usage fees.
- (3) Wayfinding & Point-of-Sale Signs
- Custom-branded website to provide a permitting portal, violation customer service and payment portal

### DATA ANALYTICS & REPORTING

- Cloud-based data analytics and revenue reporting platform
- Custom reports tailored to your requirements
- Client log-in for self-administration and reporting access

### INTERSTATE TECHNOLOGY SUPPORT TEAM SERVICES

- Implementation
- System Training
- On-going maintenance and upgrades

### TECHNOLOGY LICENSE TERMS

- No upfront cost - we will install, maintain, and replace the point of sale technology system at our expense
- Monthly technology fees to support the system
  - Passthrough monthly licensing costs to support the payment platform, including all support, and updates
  - A small consumer-paid service fee applies to each transaction (Optional: service fee can be paid out of gross revenues as shown below)

### OPTIONAL PRODUCTS & SERVICES

- Customer service & compliance ambassador services
- Enforcement Hardware

Considering we will perform all payment processing on the Oneida County's behalf, we will simply deduct the monthly license fee from the monthly revenue disbursement that we pay to the Oneida County along with a complete accounting and audit report in the form required by the Clients finance department.

# Financials

Oneida County Sand Lake		Month	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Season Total
Assumptions		Days in Month	30	31	30	31	31	30	31	30	244
Spaces	17	Transaction Count	510	527	510	527	527	510	527	510	4148
Rate	\$ 10.00	Revenue	\$ 5,100.00	\$ 5,270.00	\$ 5,100.00	\$ 5,270.00	\$ 5,270.00	\$ 5,100.00	\$ 5,270.00	\$ 5,100.00	\$ 41,480.00
Turnover	1.0	Taxes	\$ 255.00	\$ 263.50	\$ 255.00	\$ 263.50	\$ 263.50	\$ 255.00	\$ 263.50	\$ 255.00	\$ 2,074.00
Taxes	5.00%	CC Fees	\$ 163.20	\$ 168.64	\$ 163.20	\$ 168.64	\$ 168.64	\$ 163.20	\$ 168.64	\$ 163.20	\$ 1,327.36
CC Fees	3.20%	<b>Net Revenue</b>	\$ 4,681.80	\$ 4,837.86	\$ 4,681.80	\$ 4,837.86	\$ 4,837.86	\$ 4,681.80	\$ 4,837.86	\$ 4,681.80	\$ 38,078.64
Optional Start Up Costs		<b>Expenses</b>									
Phone	\$ 500.00	Inflow Expense	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 800.00
Printer	\$ 399.00	Inflow Share	\$ 510.00	\$ 527.00	\$ 510.00	\$ 527.00	\$ 527.00	\$ 510.00	\$ 527.00	\$ 510.00	\$ 4,148.00
Printer Paper	\$ 50.00										
Signage (Inflow Paid)	\$ 500.00	<b>Gross Profit</b>	\$ 4,071.80	\$ 4,210.86	\$ 4,071.80	\$ 4,210.86	\$ 4,210.86	\$ 4,071.80	\$ 4,210.86	\$ 4,071.80	\$ 33,130.64

## TRANSACTION SERVICE FEES DISCLOSURE

Category	Units	Cost per Unit	Cost per Month	Notes
Inflow™ - Tap 'n Explore Transaction Fee		10%	per transaction	User Paid Convenience Fee for Boat Launch or Net of Revenue
INFLOW™ - Virtual Permitting Fee		\$2.00	per account per month	User Paid Processing Fee or Net of Revenue

AGENDA

May 26, 2026

Taylor Schmidtbauer  
 Oneida County Highway department  
 730 West Kemp Street  
 Rhinelander, WI 54501

**RE: Safety Station Installations**  
**Ref: JAD05262026A**

Dear Mr. Schmidtbauer,

We are pleased to submit our **Plumbing** scope of work for the above-referenced project as indicated below.

Our Lump Sum Price to complete this project is **\$19,800.00 (Nineteen Thousand Eight Hundred Dollars)**.

**Scope of Work:**

- Provide and install approximately 300' of copper and fittings to provide tempered water to two eye wash stations and one safety shower.
- Provide and install (1) thermostatically controlled water tempering valve.
- Provide one safety shower and two eye wash stations with dust covers.
- Set water temperature at mixing valve.
- Check the safety stations operation when completed.
- Provide customer training on the operation.

**Our proposal includes:**

- All materials and labor to complete this installation of these (3) safety stations as required per code.
- One week rental on a boom lift to reach the ceiling.

**Our proposal does not include:**

- Premium labor.
- Tax, if applicable.

**Due to the economic uncertainty of global tariffing on purchased goods, the price of this proposal may be subject to change.**

This proposal reflects material pricing as of this date and is valid for 30 days.

**Wisconsin**

**Michigan**

**Arizona**

**De Pere**

**Wisconsin Rapids**

**Wrightstown**

**Tomahawk**

**Altoona**

**Gladstone**

**Tempe**

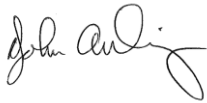
Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month. If payment is made by credit card, a 1.5% processing fee will be charged.

Contractor shall issue an invoice to Customer for all amounts and fees due and owing under this Agreement. Customer shall pay all invoiced amounts and fees due to the Contractor per agreed upon terms based on Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or electronic transfer. Customer acknowledges and agrees that it is solely responsible for the prompt payment of all amounts and fees due and owing under this Agreement. In no event shall Contractor be responsible for lost, misdirected, misallocated, or misplaced Customer funds otherwise intended for the satisfaction of Contractor invoice(s) but directed to non-affiliated third-parties, including Contractor. Customer acknowledges and agrees it is the sole responsibility of Customer to confirm application and allocation of Customer funds to the correct invoice(s), and agrees to indemnify and hold harmless Contractor regarding the same.

Thank you for the opportunity to submit this proposal. Please call **(715) 493-3739** or e-mail [john.deering@tweetgarot.com](mailto:john.deering@tweetgarot.com) with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Tomahawk



**John Deering**

**Service Manager – Northern WI Accounts**

**Acceptance of Proposal:**

By: \_\_\_\_\_

**Wisconsin**

**Michigan**

**Arizona**

**De Pere**

**Wisconsin Rapids**

**Wrightstown**

**Tomahawk**

**Altoona**

**Gladstone**

**Tempe**

**Wisconsin**

**De Pere**

**Wisconsin Rapids**

**Wrightstown**

**Tomahawk**

**Altoona**

**Michigan**

**Gladstone**

**Arizona**

**Tempe**

## CONTRACT TERMS AND CONDITIONS

- 1 **Owner Obligations, Acts or Omissions.** Owner shall: (a) cooperate with Tweet/Garot Mechanical, Inc (“T/G”) in all matters relating to this Contract and the scope of work (the “Work”) and provide such access to Owner’s premises and other facilities, as T/G may reasonably request for the performance of the services; (b) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for T/G to perform the services; (c) provide materials or information as T/G may reasonably request to perform the services in a timely manner and ensure that such materials or information are complete and accurate in all respects; and (d) obtain all necessary licenses and consents and comply with all applicable laws in relation to the Contract. In the event any act or omission of Owner or its agents, subcontractors, consultants or employees prevents T/G from performance of its obligations under this Contract, T/G shall not be in breach of its obligations under this Contract or otherwise liable for any costs, charges or losses sustained or incurred by Owner, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 2 **Asbestos and Hazardous Materials.** Unless specified in the scope of services, the disturbance, removal or abatement of asbestos or other hazardous materials is not provided for by the terms and conditions of this Contract and in the event that asbestos or other hazardous material is encountered and/or needs to be disturbed in order to complete this project, it will be treated as “extra Work” under Paragraph 16 of this Contract. T/G may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
- 3 **Governing Law.** All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.
- 4 **Arbitration/Dispute Resolution.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through informal negotiations, either party may escalate the issue to appropriate senior executive management of the parties, with final resolution targeted within fourteen (14) days of such escalation to senior executive management. In all cases, the parties agree to use good faith efforts to achieve resolution in a timely manner. If a resolution cannot be reached during the foregoing dispute resolution process, either party may commence litigation seeking the appropriate remedies and relief. T/G and Owner agree that the federal and state courts located in Brown County, Wisconsin shall have exclusive jurisdiction over any and all disputes arising under or out of this Contract, or any document or instrument executed pursuant hereto or in connection herewith; and each further expressly submits to and agrees not to contest any such court’s exclusive jurisdiction over such matters.
- 5 **Limitation on Damages.** T/G WILL HAVE NO LIABILITY TO OWNER OR ANY OTHER PERSON FOR LOSS OF PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION IN THIS CONTRACT, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF T/G HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. IN ADDITION, ANY DAMAGES FOR WHICH T/G MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL PRICE OF THE SERVICES PROVIDED BY T/G.
- 6 **Reservation of Rights of Dispute.** In the event that T/G is required, or deems it appropriate, to proceed with and complete any Work which is the subject of a dispute between the Owner and T/G as to whether such Work should be classified as a “change” or as an “extra”, T/G may, if it deems it appropriate, but is not required to, proceed with such Work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such Work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra Work.

### Wisconsin

### Michigan

### Arizona

De Pere

Wisconsin Rapids

Wrightstown

Tomahawk

Altoona

Gladstone

Tempe

- 7 Intellectual Property Rights. T/G shall retain all rights in its intellectual property, including all rights under any patents, patent applications, as well as any unpatented information, such as trade secrets, confidential information, trademarks, trade dress, or copyrights possessed by T/G which may be protected by state, federal or common law, and nothing in the Work, Purchase Order or this Contract shall be deemed or construed to be a transfer or license of any of T/G intellectual property. Owner shall obtain rights to such intellectual property only to the extent that T/G may grant such rights (whether by license or otherwise) in writing.
- 8 Confidentiality. Owner shall not disclose any documentation or information that has been identified by T/G as proprietary or confidential to any person, other than such of Owner's employees and agents who need to know the information contained therein, unless prior written consent is obtained from T/G. Owner shall require such employees and agents to keep confidential such information, and shall indemnify T/G in the event of a breach of this provision by its employees or agents.
- 9 Reproduction of Designs, Drawings, Plans and Specifications. Owner recognizes that substantial effort and costs have been incurred by T/G with respect to the production of the designs, drawings, plans and specifications, and other related conceptual material, (hereinafter collectively referred to as the "Plans and Specifications") prepared by T/G in order to manufacture of the product. Owner acknowledges that all or portions of the Plans and Specifications include or represent confidential information of T/G and, in some instances, Trade Secrets as such term is defined in the Wisconsin Uniform Trade Secrets Act, §134.90, Wis. Stats. Owner acknowledges that Owner shall not copy or otherwise duplicate (or allow others to copy or otherwise duplicate) any of the Plans and Specifications without the prior written consent of T/G and, further, Owner shall not deliver or allow access to the Plans and Specifications, or any copies thereof, to any agent or employee of Owner who does not need to know or need to have access to such Plans and Specifications and, further, Owner shall not deliver or allow access to the Plans and Specifications to any third party without T/G's prior written consent. Unless furnished to T/G by Owner or unless otherwise mutually agreed in writing, all tools, drawings, artwork, designs, plans, specifications or other materials used by T/G to manufacture, provide, maintain or improve the products are and shall remain the property of T/G
- 10 Attorney Fees. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
- 11 Removal of Debris. Upon completion of Work, T/G agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. T/G will not be responsible for any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
- 12 Failure to Make Payments. If the Owner fails to make the scheduled progress payments as defined in the "Schedule of Payments," T/G has the absolute right to cease the performance of any further Work until such time as payment is made. If said payment is more than ten (10) working days late, T/G may treat said lateness as a material breach of this Contract and justifiably refuse to complete the balance of this Contract. T/G may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
- 13 Items Not the Responsibility of T/G. Unless specifically included in the Scope of Services, T/G shall not be held responsible for any violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
- 14 Excusable Delays. If T/G is delayed in the performance of the Work by conditions that could not be reasonably foreseen by T/G or are out of the reasonable control of T/G, which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant T/G, a reasonable extension of time. If additional Work or costs are required of, or incurred by T/G as a result of the delay, then T/G shall be entitled to compensation as called for in Paragraph 16.
- 15 Safety and OSHA Requirements. T/G agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. T/G is not responsible for any

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liability caused by the Owner's noncompliance or any noncompliance of Owner's employees, agents, representatives or contractors. Owner shall be responsible to provide to T/G personnel all pertinent Safety Data Sheets (SDS) or OSHA's Hazard Communication Regulations.

- 16 Extra Work. T/G shall provide the labor and materials specified in the Scope of Services. Additional Work not specified in the Contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate T/G for the extra Work, then T/G shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then T/G may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours, which confirmation shall not be unreasonably refused.
- 17 Protection of Work. To the extent noted herein, T/G will protect its own Work until completion and acceptance of the Work. To allow T/G to protect the Work, Owner shall provide T/G adequate storage space and security on the construction site. Once T/G's Work is completed, then the Owner shall be responsible for the protection of the Work, as well as the entire project.
- 18 If T/G's Work is damaged or destroyed as a result of actions beyond the reasonable control of T/G or through the negligence of persons other than T/G, then T/G shall repair and replace said damage or destroyed Work but will do so only upon being compensated for same. Compensation shall be treated as extra Work and the compensation shall be determined as provided in Paragraph 16.
- 19 Concealed Conditions. In the event that T/G encounters rock, groundwater, underground construction utilities or other conditions unknown to T/G and not reasonably foreseeable by T/G, then T/G shall immediately stop Work and call Owner's attention to such concealed conditions in writing. The Contract terms will be equitably adjusted in writing.
- 20 Insurance. Upon request from T/G, Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the job site is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire project on a replacement cost basis, which shall not have a deductible greater than Ten Thousand and 00/100 Dollars (\$10,000.00). In the event of a claim against such policy, Owner shall be responsible for paying the deductible on such policy. The Owner's property insurance coverage shall be no less than the budgeted amount of the project plus the value of labor performed and materials or equipment supplied by others. The property insurance shall be maintained until T/G's completion of the services. This insurance shall include the interests of the Owner and T/G as insureds. This insurance shall include the interests of mortgagees as loss payees. In addition to the insurance set forth, above, Owner agrees to maintain in full force its own liability insurance, through a liability policy, umbrella policy or such other applicable policy during term of this Contract in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00). Within fourteen (14) days of Owner's execution of this Contract, Owner shall provide T/G with certificates of insurance evidencing that Owner has acquired the insurance set forth, above. T/G will carry worker's compensation insurance to protect T/G's employees during the progress of the Work. The Owner shall obtain and pay for insurance for injury to its own employees and persons not under the control of T/G.
- 21 Indemnification. The Owner shall indemnify and hold harmless T/G from and against any and all claims arising from Owner's use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless T/G from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the Contract, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against T/G by reason of any such claim. The Owner, upon notice from T/G, shall defend same at the Owner's expense by counsel satisfactory to T/G
- 22 Severability. The terms and conditions of this Contract are severable. The unenforceability, illegality or invalidity of any provision in this Contract will not affect the enforceability, legality or validity of any other provision of this Contract. Each other provision will remain enforceable.

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- 23 Entire Agreement. These terms and conditions and the terms set forth in this Contract are the entire agreement of the parties, supersede any prior agreements relating to the subject matter, and may not be amended or supplemented other than by a written agreement signed by each of the parties. CONFLICTING, DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROPOSED OR RENDERED BY OWNER WILL NOT APPLY AND T/G SPECIFICALLY OBJECTS TO SUCH CONFLICTING, DIFFERENT OR ADDITIONAL TERMS.
- 24. Tax - Any inclusion of tax relates to applicable federal, state, local, sales and use taxes, owner is responsible for all taxes, charges, fees, levies, imposts, duties, tariffs or other assessments imposed or payable to any federal, state, local or foreign tax or government authority, including goods, services, value added, transfer, customs, personal property, stamp duty, excise and other obligations of the same or similar nature (individually and collectively, "Taxes"); provided, however, that Owner will not be responsible for any Taxes due on the net income of Tweet/Garot. If Tweet/Garot is required by applicable law to collect Taxes from Owner, Tweet/Garot may add such Taxes to invoices submitted to Owner by Tweet/Garot. The prices quoted in this bid are subject to change based on the market conditions and procurement cost. Final pricing will be confirmed at the time of procurement.

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