



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

**COMMON COUNCIL AGENDA
MONDAY, JULY 14, 2025 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)**

Members:

Mayor Todd Krause, Council President Mary Jo Fesenmaier, Council Vice President Cindy Yager, Alderpersons: Sherri Ames, Linda Frame, Joel Hoiland, JaNelle Powers, Brian Smith and Cathy Stoodley

City of Lake Geneva's live video stream: <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. City Administrator's Report
9. **CONSENT AGENDA**– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Approve the Regular Council Minutes of June 23, 2025 and the Joint Session Minutes of July 7, 2025
 - b. Alcohol License Premises Extension filed by Lake City Social for the Cars & Company Pediatric Cancer Fundraiser on September 14, 2025
 - c. Alcohol License Premises Extension filed by Lake City Social for the 3rd Annual Lake Geneva Jaycees Trunk or Treat on October 26, 2025
 - d. Original "Class A" Liquor License application filed by Pine Hill Farm Wellness dba Pine Hill Farm Wellness Boutique
 - e. Throwing Star Collective Inc for Red Bull Rush Delivery at Riviera Beach and Library Park from September 18 to 20, 2025
 - f. Lake Geneva Business Improvement District for the Lemonade Crawl & Picnic in the Park at various downtown businesses and Flat Iron Park on August 20, 2025

- g.** Lake Geneva Business Improvement District for Maxwell Street Days at various downtown businesses from August 22 to 24, 2025
- h.** Lake Geneva Business Improvement District for Art in Motion at various downtown businesses on September 14, 2025
- i.** Approval to participate in the USGS Program

10. Items removed from the Consent Agenda

11. Ordinances - First and possible second reading

- a.** Ordinance 25-08: An ordinance amending Section 62-3, Renamed Development and Dedication of Private Streets, of Article 1, In General of Chapter 62, Streets, Sidewalks and Other Public Places of the City of Lake Geneva Municipal Code; amending provisions regarding the development and dedication of private streets in the City of Lake Geneva
- b.** Ordinance 25-10: An ordinance amending sub-subsection (a) General temporary outdoor sales and adding sub-subsection (i) Residential garage sales of sub-section (9) Temporary land uses of Section 98-206, Detailed land use descriptions and regulations and amending Table 98-203(9) Table of Land Uses Section 98-203, Table of Land Uses of Article 2 Land Use Regulations of Chapter 98 Zoning of the City of Lake Geneva Municipal Code setting forth more specific regulations concerning garage sales
- c.** Ordinance 25-11: An ordinance amending sub-section (1) Designation and sub-section (2), Duties, adding sub-sub-section (p) of Section 98-932, Zoning Administrator of Article 9, Procedures and Administration of Chapter 98, Zoning of the City of Lake Geneva Municipal Code are hereby amended to designate the Building and Zoning Director or a designee as the Zoning Administrator and authorizing the Zoning Administrator to grant a 1 foot height variance for swimming pool fences where a 4 foot barrier is required
- d.** Ordinance 25-12: An ordinance amending sub-sub-sub-section 4, Fences on residential or nonresidential lots which do not exceed four feet in height, of sub-sub-section (a) Permitted intrusions into required front or street yards, of sub-section (4) Permitted intrusions into required yards, of section 98-405, Intrusions Into Required Yards and amending sub-subsection (c)1 Maximum height of subsection (3) Standards of Section 98-720 Fencing standards of Article 4, Bulk Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code are hereby amended to give the zoning administrator the ability to grant a 1 foot variance for swimming pool fences where a 4 foot barrier is required
- e.** Ordinance 25-13: An ordinance amending sub-section (3) Miscellaneous Sign Group, of Section 98-811, Permitted sign rules, of Article 8, Signage Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended change the dimensions of Metal Plaque Signs in certain zoning districts

12. Discussion/Action regarding Library Board recommendation of contract award for Architect, Design and Engineering Services for OPN Architects

13. Discussion/Action on the recommendations of the Finance, Licensing, and Regulation Committee- Ald. Ames

- a.** Acceptance of the Pre-Paid Reports of \$62,163.65 and Regular Check Reports of

\$147,352.93

- b.** Approval of the Hwy 50 appraisal services contract with Southern Wisconsin Appraisal in the amount of \$102,800.00
- c.** Approval of Change Order #1 to Wolf Paving for the 2025 Street Program cost increase of \$22,130.00
- d.** Approval of Task Order #40 Phase 1 Cemetery Paving Program in the amount of \$51,852.00
- e.** Approval of the YMCA Concession Agreement

14. Discussion/Action on the recommendations of the Plan Commission- Ald. Hoiland

- a.** Resolution 25-R39 to approve the Public Participation Plan for the Annual Comprehensive Plan Amendment Process
- b.** Resolution 25-R40 for a Conditional Use Permit to allow for construction of a second garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street, Tax Key No. ZCL00059
- c.** Resolution 25-R41 for a Conditional Use Permit to allow for construction of a single family dwelling zoned ER-1 in compliance with the SR-4 zoning district requirements, located at 1624 N Lake Shore Drive, Tax Key No. ZLM00037

15. Discussion/Action regarding replacement of Lagoon Piers (Recommendation of PHL: No replacement of Lagoon Piers. May revisit issue in the future.)

16. Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding potential purchase price for a portion of the Hillmoor property and pursuant to Wisconsin Statutes 19.85(1)(c) for the purposes of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Parks Director position

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

18. Adjournment

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



Memo:

To: Common Council

From: David De Angelis, City Administrator

Date: July 11th, 2025

Re: Council Agenda and Updates

Please find below my comments on agenda items as well as any new information to share with the council.

AGENDA COMMENTS

9. i. The USGS requested the placement of cameras to monitor the lake in regards to blue green algae. The piers and harbor committee did approve the placement and the understanding that they would be installed on Wednesday July 8th rather than waiting possibly another month for install but if they were not approved by the Common Council they would then remove them.

12. The Library Board has approved the engagement of the Architectural Firm OPN for their meeting room remodel at the library. As with previous capital improvements of this nature the Council needs to approve the architectural contract and ultimately any final construction contracts. Atty. Draper has reviewed this document and is recommending that section 3.4.3 be amended to add the language *Notwithstanding the foregoing, all contracts for construction services will be publicly bid and in conformance with §66.0901, Wis. Stats.* In addition the library is requesting the following date changes to the agreement under milestones. *Design: July - September 2025*
Construction commencement: November 2025
Substantial completion dates: Anticipated January-Feb. 2026

With these changes I am recommending approval.

13. b. The HWY 50 appraisal services contract is for the appraisal and acquisition of property and easements for the reconstruction project. According to the city engineer this is a 100% reimbursable expense.

I am recommending approval.

UPDATES:

1. The City has received the award of the DOT SISP grant for the construction of the signals at HWY 120 and Townline Road . This is a 90%/10% grant award with the total estimated project being \$967,000 with the City's portion being \$96,700.
2. I am completing the draft strategic plan RFP at this time and I will be sending it to the Council for review and recommendation for approval at the August 4th COW.
3. I have been in further discussions with Spectrum regarding channel 25 and they have come to the conclusion that the only way to reactivate the system is to upgrade some of the equipment. I have received preliminary numbers estimating that the equipment would cost between \$3000 and \$5000. They are also indicating we would have to start paying for our line connection to the system for approximately \$400 per month. I am currently investigating this issue requiring us to pay for PEG access while they work on giving me an actual quote for service.

CITY OF LAKE GENEVA COMMON COUNCIL MINUTES
MONDAY, JUNE 23, 2025 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Todd Krause, Council President Mary Jo Fesenmaier, Council Vice President Cindy Yager, Alderpersons: Sherri Ames, Linda Frame, Joel Hoiland, JaNelle Powers, Brian Smith and Cathy Stoodley

Call to Order

by Mayor Krause at 6:00 pm.

Pledge of Allegiance

by Alderperson Smith.

Roll Call

Present: Todd Krause, Sherri Ames, JaNelle Powers (via zoom), Mary Jo Fesenmaier, Linda Frame, Brian Smith, Joel Hoiland, Cathy Stoodley and Cynthia Yager. Others present: City Administrator Dave De Angelis, City Clerk Lacey L. Reynolds, City Attorney Dan Draper, Finance Director Laura Pisarcik, Holly Baseman and other interested persons.

Awards, Presentations, Proclamations, and Announcements

None.

Re-consider business from previous meeting

None.

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

None.

Acknowledgement of Correspondence

None.

Approve the Regular Council Minutes from June 9, 2025

Motion by Ames to approve, second by Yager. Voice vote, approved, motion carried.

Motion by Fesenmaier to move item 15-**Discussion/Action regarding GLEA Protocols for Blue-Green Algae and E. Coli** up on the agenda, second by Yager. Voice vote, approved, motion carried. Holly Baseman explained and answered questions about the protocols, MST testing, guidelines and cost. Discussion took place regarding current funds allocated to the GLEA, city budget/funds, past testing and future procedures. Motion by Fesenmaier to approve, second by Hoiland. Voice vote, 7-approved, 1-opposed (Frame), motion carried.

City Administrator's Report

City Administrator De Angelis reviewed the interviewing process for the Parks Director position and answered questions from the council.

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

Motion by Frame to approve consent agenda items 10a-h, second by Ames. Voice vote, approved, motion carried.

Class "A" Beer / "Class A" Liquor License renewal application filed by Revir Hospitality Lake Geneva, LLC dba Fairfield Inn & Suites

Class "A" Beer / "Class A" Liquor License renewal application filed by Simple Spirits Inc dba Geneva Liquors

Class "B" Beer / "Class B" Liquor License renewal application filed by Stone Soup LLC dba The Baker House

Class "B" Beer/ Reserve "Class B" Liquor License renewal application filed by Zaab Corner Bistro Corp dba Zaab Corner Bistro

Class "B" Beer / "Class C" Wine License renewal application filed by Mama Ciminis LLC dba Mama Ciminis

Class "B" Beer / "Class C" Wine License renewal application filed by Sabai Sabai Thai Cuisine Inc dba Sabai Sabai Thai & Sushi

Massage Establishment Renewals for Lakeview Spa and Element Massage Studio

Public Event Permit Application with Street Use filed by the American Legion Auxiliary for the annual 4th of July Children's Parade

Items removed from the Consent Agenda
None.

First reading of Ordinance 25-09 to allow rental of the unused dingy ramps at West End to persons on the Kayak rack wait lists

Alder Yager explained that most spots assigned for dinghy's sit empty. This change is to help assist with lakefront fees and moving people off the kayak rack wait list. Discussion took place. Motion by Yager to suspend the rules and move to the second reading, second by Ames. Voice vote, approved, motion carried. Motion by Yager to approve Ordinance 25-09, second by Ames. Discussion continued regarding dingy's, kayaks, available space and length. Roll call vote: Yager, yes; Ames, yes; Powers, yes; Fesenmaier, yes; Frame, no; Smith, yes; Hoiland, yes; Stoodley, yes. Motion carried 7-1.

Discussion/Action regarding an Alcohol License Premises Extension Application filed by Lake City Social for the Jeeps by the Lake Car Show on July 12, 2025

Motion by Stoodley to approve, second by Frame. Voice vote, approved, motion carried.

Discussion/Action regarding the recommendations of the Finance, Licensing, and Regulation Committee - Ald. Ames

Acceptance of the Pre-Paid Checks of \$302,132.55 and Regular Check Reports of \$433,755.93

Motion by Ames to approve, second by Smith. Voice vote, approved, motion carried.

Approval of Change Order 1 for the Seawall Replacement Project in the amount of \$12,595.28 to CK Contractors

Motion by Ames to approve, second by Frame. Voice vote, approved, motion carried.

Approval of Pay Application 1 for the Seawall Replacement Project in the amount of \$131,019.63 to CK Contractors

Motion by Ames to approve, second by Smith. Voice vote, approved, motion carried.

Approval of YMCA Programming Agreement

Motion by Ames to approve, second by Stoodley. Voice vote, approved, motion carried.

Discussion/Action regarding GLEA Protocols for Blue-Green Algae and E. coli

This item was moved up after item 8.

Adjournment

Motion by Ames to adjourn, second by Stoodley. Voice vote, approved, motion carried. Adjourned at 7:07 pm.

Lacey L. Reynolds
City Clerk

**CITY OF LAKE GENEVA SPECIAL JOINT SESSION OF THE PERSONNEL
COMMITTEE AND COMMON COUNCIL MINUTES
MONDAY, JULY 7, 2025 - 3:30 PM
LAKE GENEVA CITY HALL; CONFERENCE ROOM 2A (SECOND LEVEL)**

Members: Personnel Committee - Chairperson Joel Hoiland, JaNelle Powers, Mary Jo Fesenmaier, Brian Smith and Cindy Yager

Common Council - Mayor Todd Krause, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Sherri Ames, JaNelle Powers, Linda Frame, Joel Hoiland, Brian Smith and Cathy Stoodley

Call to Order

Personnel Committee called to order at 3:30 pm by Chairperson Hoiland. Common Council meeting called to order at 3:31 pm by Mayor Krause.

Roll Call

Personnel Committee Roll Call - Present: Joel Hoiland, JaNelle Powers, Mary Jo Fesenmaier, Brian Smith and Cindy Yager. Others present: Mayor Todd Krause, Alderpersons Sherri Ames, Linda Frame & Cathy Stoodley, City Administrator Dave De Angelis, City Clerk Lacey L. Reynolds and candidates.

Common Council Roll Call - Present: Todd Krause, Sherri Ames, JaNelle Powers, Mary Jo Fesenmaier, Linda Frame, Brian Smith, Joel Hoiland, Cathy Stoodley and Cindy Yager. Others Present: City Administrator Dave De Angelis, City Clerk Lacey L. Reynolds and candidates.

Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(c) for the purposes of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding: Interviewing Candidates for the Parks Director position

Motion by Ames to adjourn to closed session second by Hoiland. Roll call vote: Ames, yes; Hoiland, yes; Yager, yes; Stoodley, yes; Smith, yes; Frame, yes; Fesenmaier, yes; Powers, yes. Motion carried. Motion by Ames to amend and include City Administrator Dave De Angelis and City Clerk Lacey L. Reynolds, second by Hoiland. Voice vote, approved, motion carried.

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

Reconvened in open session at 5:33 pm. Motion Hoiland to direct the city administrator to extend an offer to the candidate decided in closed session, second by Ames. Roll call vote: Hoiland, yes; Ames, yes; Powers, yes; Fesenmaier, yes; Frame, no; Smith, yes; Stoodley, no; Yager, no. Motion carried.

Adjournment

Motion by Ames to adjourn, second by Powers. Voice vote, approved, motion carried. Adjourned at 5:36 pm.

Lacey L. Reynolds
City Clerk



CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

Please Check:

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

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: Stephen Schroeder
Establishment Name: Lake City Social
Address: 111 Center Street Lake Geneva WI 53147
Alcohol License No.: BCombo 9 Phone: (262) 325-6474

Describe area of premises extension:

Alcohol service extended to fenced in lower parking lot of Lake City Social along river/cove hotel pool and half the front entrance around the 1st drive under awning

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: Cars & Company (Pediatric Cancer Fundraiser)

Date and Time of Event: Sunday September 14, 2025

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

Event Description:

Car show & pediatric cancer fundraiser. Live music, silent auction & car show. Looking to extend alcohol premises for full inside, patio, lower parking lot & fenced area around front of building/1st drive under awning.



SIGNATURE OF APPLICANT

4/14/25

DATE

For Office Use Only

Date Filed with Clerk: _____

Total Amount: \$ _____ Receipt No.: _____

Date Forwarded to Police Chief: _____

Police Chief Signature: Chief Edward Gritzner

Chief Edward Gritzner (Apr 28, 2025 11:28 CDT)



Approved



Denied

Date Forwarded to Zoning Administrator: _____

(for non-sidewalk café applications)

Zoning Administrator Signature: Renee Hanlon

Renee Hanlon (Jun 15, 2025 11:29 CDT)

Approved



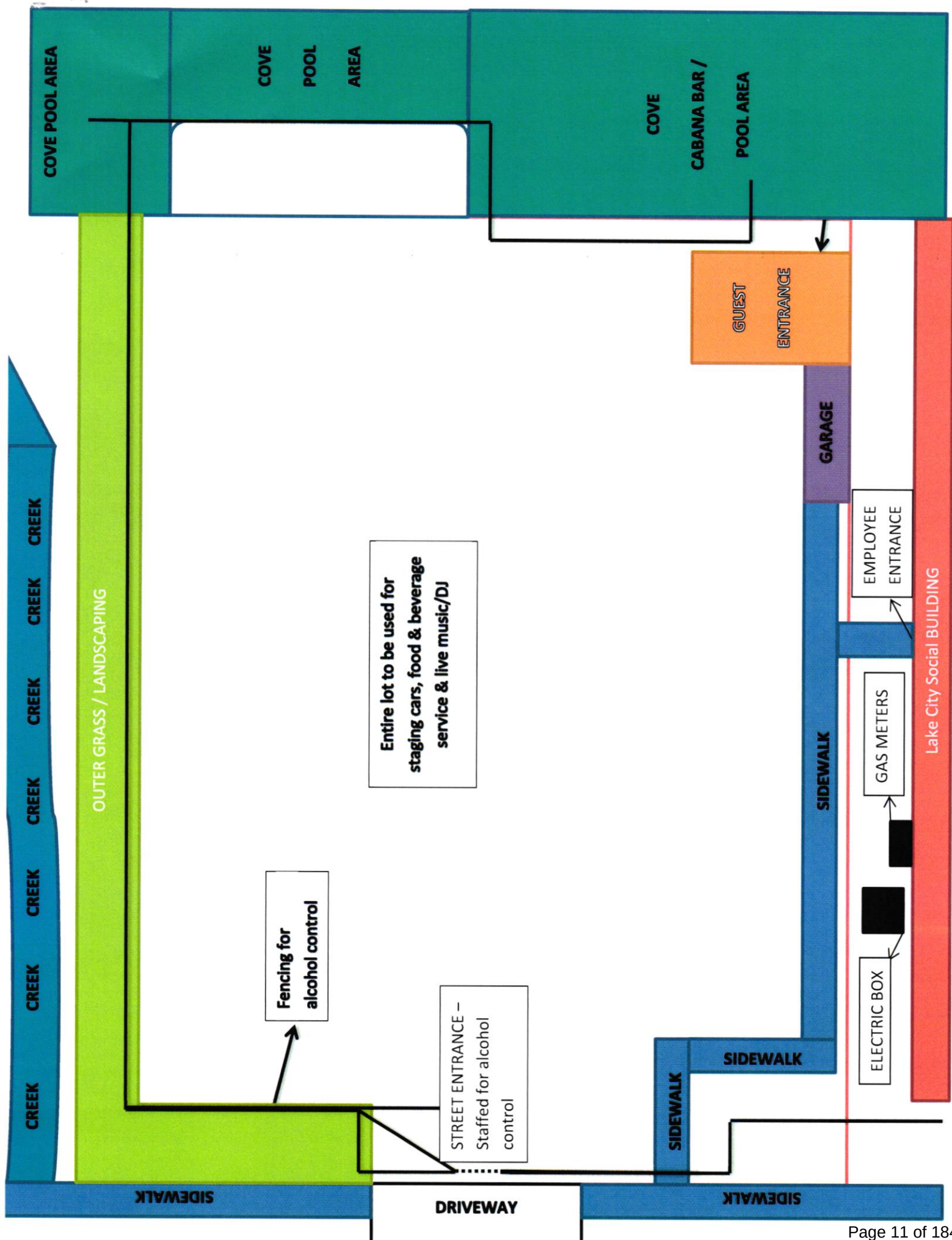
Denied



Date of FLR/Council Approval: _____

Copies Provided to:

Police Chief



Signature: J Froggatt
J Froggatt (Apr 24, 2025 07:46 CDT)

Email: comsuper@cityoflakegeneva.gov

Signature: Tonia Wojtas
Tonia Wojtas (Apr 23, 2025 20:11 CDT)

Email: twojtas@cityoflakegeneva.gov



CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

Please Check:

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

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: Stephen Schroeder
Establishment Name: Lake City Social / Lake Geneva Jaycees
Address: 111 Center Street Lake Geneva WI 53147
Alcohol License No.: B Combo 9 Phone: (262) 325-6474

Describe area of premises extension:

Alcohol service extended to fenced in lower parking lot of Lake City Social along river/cove hotel pool.

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

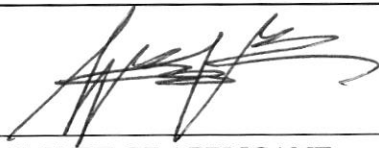
Event Title: 3rd Annual Lake Geneva Jaycees Trunk or Treat

Date and Time of Event: Sunday October 26, 2025 (11am-5pm)

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

Event Description:

Trunk or Treat event open to general public. Will have 15-20 local businesses/organizations decorating trunks and handing out goods to all who want to join us. Alcohol service will be available for adults while listening to music & allowing their kids to roam a safe area off the streets in downtown Lake Geneva. Will have pumpkin painting, face painting, 360 camera and more.


SIGNATURE OF APPLICANT

4/14/25
DATE

For Office Use Only

Date Filed with Clerk: _____

Total Amount: \$ _____ Receipt No.: _____

Date Forwarded to Police Chief: _____

Police Chief Signature: Chief Edward Gritzner

Chief Edward Gritzner (Apr 28, 2025 11:30 CDT)

☒ Approved

☐ Denied

Date Forwarded to Zoning Administrator: _____

(for non-sidewalk café applications)

Zoning Administrator Signature: Renee Hanlon

Renee Hanlon (Jun 15, 2025 11:28 CDT)

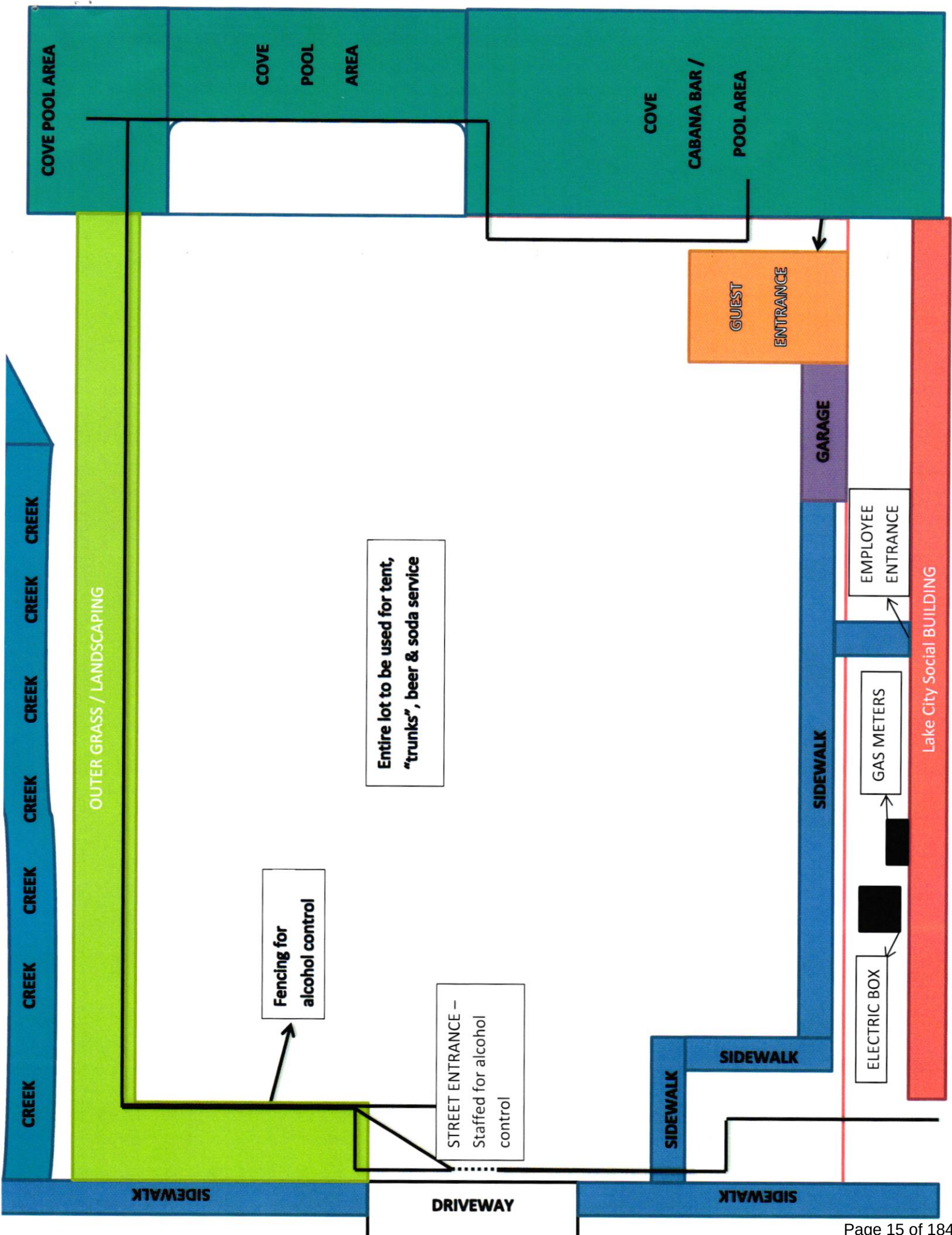
☐ Approved

☐ Denied

Date of FLR/Council Approval: _____

Copies Provided to:

Police Chief



Signature: J Froggatt
J Froggatt (Apr 24, 2025 07:47 CDT)

Email: comsuper@cityoflakegeneva.gov

Signature: Tonia Wojtas
Tonia Wojtas (Apr 23, 2025 20:15 CDT)

Email: twojtas@cityoflakegeneva.gov

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Lake Geneva
License Period	7/15/25-6/30/26

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer \$ 500 ☐ Class "B" Beer \$ _____
- ☒ "Class A" Liquor \$ 500 ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>500</u>
Background Check Fee	\$
Publication Fee	\$ <u>25</u>
Total Fees	\$ <u>525</u>

p.d. 1/10

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

Pine Hill Farm Wellness

2. Business Trade Name or DBA

Pine Hill Farm Wellness Boutique

4. Wisconsin Seller's Permit Number

456-1030949947-02

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization

WI

7. Date of Organization

03/16/2022

8. Wisconsin DFI Registration Number

P084257

9. Premises Address

704 W Main St

10. City

Lake Geneva

11. State

WI

12. Zip Code

53147

13. County

Walworth

14. Governing Municipality: ☒ City ☐ Town ☐ Village

of: Lake Geneva

15. Aldermanic District

1

16. Premises Phone

17. Premises Email

leanne@pinehillfarm.co

18. Website

www.pinehillfarm.co

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Wine will be stored on shelf near the checkout counter. Records will be kept in locked file cabinet in office.

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
- If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . ☐ Yes ☒ No

If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . ☐ Yes ☒ No

If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	
Phillips	Jackie	Co-Owner	
Anthon	Leanne	Co-Owner	
Gray	Lynley	Co-Owner	

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

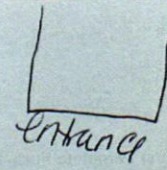
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	First Name	M.I.
Anthon	Leanne	N
Title		
Co-Owner		
Signature		Date
		6/19/2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
June 20, 2025			
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Windows towards street



Shelving

* This
will be
used as
this shelving
unit.

Shelving

Wall

Check out
Counter

Shelving

Shelving

Shelving

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Pine Hill Farm Wellness
2. Business Trade Name or DBA
Pine Hill Farm
3. Entity Type (check one)
☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
4. Alcohol Beverage Business Authorization (check one)
☒ Municipal Retail License ☐ State Permit
5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name *Anthony* 2. First Name *Leanne* 3. M.I. *N*

8. State
WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or
Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Arthur	First Name	Leanne	M.I.	N
Title	Co-owner	[REDACTED]			
Signature	[Signature]			Date	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Arthur	First Name	Leanne	M.I.	N
Signature	[Signature]			Date	

6/19/2025



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: Josh Greene - Red Bull Rush Delivery

Name of Event Organizer/Producer: Josh Greene

Production Company/Organization: Throwing Star Collective Inc FEIN #: _____

Street Address: 1283 Lavall Drive

City: Davidsonville State: Maryland Zip code: 21035

E-mail Address: _____

Daytime Phone: 585-329-1320 Cell Phone: 585-329-1320

Are you a ☒ Business/Individual OR ☐ Non-Profit Organization 501(c) _____

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- | | |
|--|-----------|
| ☐ Flat Iron Park Brunk Pavilion | \$250/day |
| ☐ Gazebo-Flat Iron Park | \$125/day |
| ☐ Seminary Park Shelter | \$75/day |
| ☐ Cobb Park Shelter | \$75/day |
| ☐ Park Use (no shelter) | \$75/day |

Location: _____

☐ **Street Use/Closure** \$75/day

Describe in Section III on page 3 of application

☒ **Public Event-**Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☒ \$100- submitted at least 60 days prior

☐ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☐ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☒ Library Park
 - ☐ Other: _____

- Shelters
- ☐ Brunk Pavilion
 - ☒ Gazebo
 - ☐ Seminary Park Shelter
 - ☐ Cobb Park Shelter

Red Bull Rush Delivery

1. Title of Event: _____
2. Date(s) of Event: September 20, 2025 Event Day with Set up Days September 18-19
3. Location(s) of Event: Lake Geneva Public Beach and Temporary Docks/ Riviera Beach
4. Hours: Saturday - 7am-11am Final Set up, 11am-4pm Event Window, 4pm-8pm Str
Note: Start Time & End Time
5. Event Chair/Contact Person: Josh Greene Phone: 585-329-1320
6. Day of Event Contact Name: Josh Greene Phone: 585-329-1320
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 2,500- 3,000
10. Basis for estimate: Audience target, Marketing lead by Red Bull, event his
11. Will you be setting up a tent? ☒ Yes ☐ No

If yes, list the location, size, Rental Company, and proof of completion of locates.

2 x Red Bull Wigwam 30 foot tents on the beach, 1 x 10x20 pop up with walls for FOH audio + video, See site plan for reference locations on V1 layout

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

Will hire local trash and recycling company and provide both trash and recycling containers on site

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

Will hire security for duration of event with the build /set up days for asset security, and create day of s

16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No

If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? ☐ Yes ☒ No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? ☒ Yes ☐ No

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? ☒ Yes ☐ No

Continue to next page...

Section III- STREET USE

☐ Check if this section does not apply

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

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

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

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

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

Currently not planning to have street closure unless required by the city

Looking to reserve the Riviera Lot for event operations and local Fire + PD operations, generator plac

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

■ Yes ☐ No

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

Dates of Use: September 18-20, 2025

Total Number of Parking Stalls being Requested: 8 Parking spaces for crew needs on street above the Riviera

Parking Stall Number(s) and Location: See attached map

3. Description of Signage to be used during event: Red Bull branded signage and infrastructure used through

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

4. Anticipated Services

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

■ **Electricity;** Explain: TBD for audio and video - can bring in whisper watt generator to cover needs

■ **Water;** Explain: Main event is out on the water on the temporary docks, barge and mail boat

☐ **Traffic Control;** Explain:

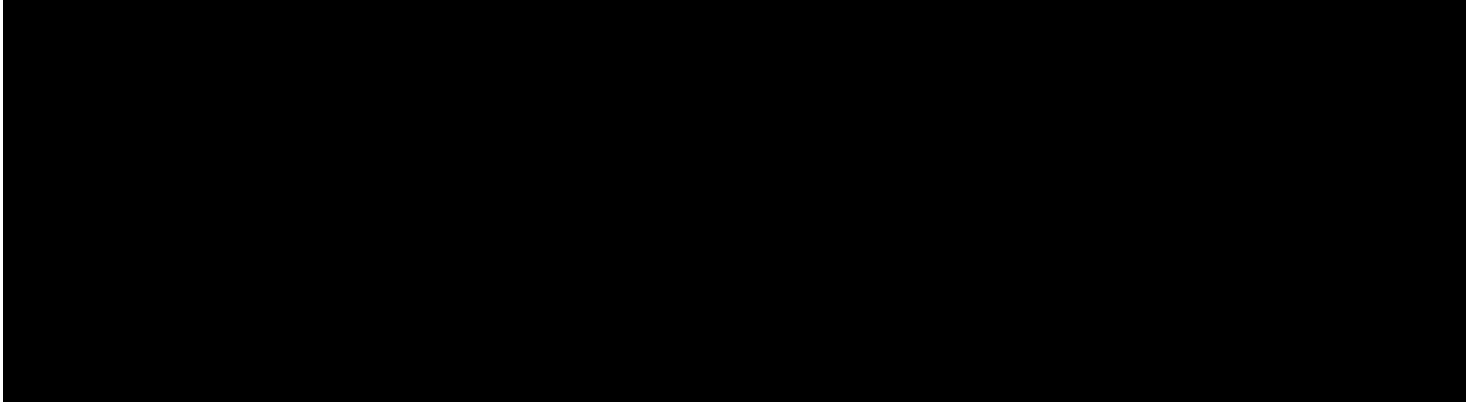
■ **Police Services;** Explain: if required for permitting and crowd control security

■ **Fire/EMS Services;** Explain: yes - participant medical safety and public EMS

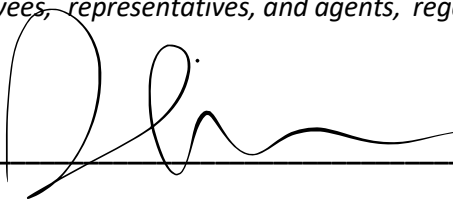
■ **Other;** Explain: Water safety team working with Gage Marine and Boat operations, and Local PD

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

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



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

Applicant Signature:  **Date:** June 17, 2025

For Office Use Only

Date Filed with Clerk: 6/17/2025

Payment Amount: \$ _____

Receipt #:

City Clerk/Administrator Signature: _____

Date: 06/24/2023

☒ Approve ☐ Denied Notes:

Police Chief Signature:

Date:

☐ Approve ☐ Denied Notes:

Fire Chief Signature: _____

Date: 6/24/25

☒ Approve ☐ Denied Notes:

DPW Signature: _____

Date: 6-27-20

☒ Approve ☐ Denied Notes:

Parking Signature:

Date: _____

☐ Approve ☐ Denied Notes:

Harbormaster Signature: _____

Date: 6-24-2025

☒ Approve ☐ Denied Notes:

Parks & Rec Signature:

Date: _____

☐ Approve ☐ Denied Notes:

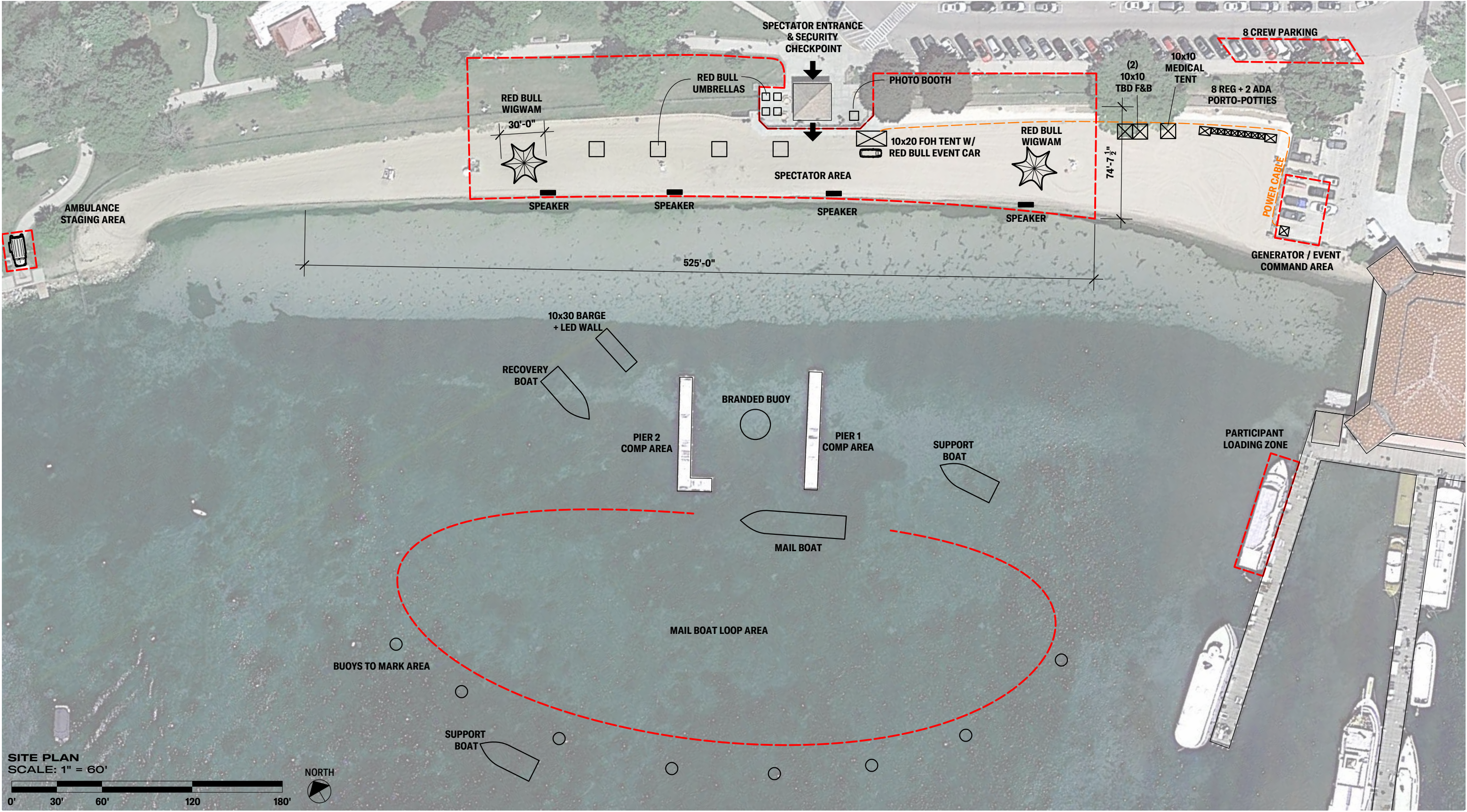
Public Events:

FLR Meeting Date: 7/1/2025

Council Meeting Date: 7/4/2025

RED BULL RUSH DELIVERY 2025

PRELIMINARY EVENT PLAN
LAKE GENEVA WISCONSIN
V2: 6/12/2025





CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

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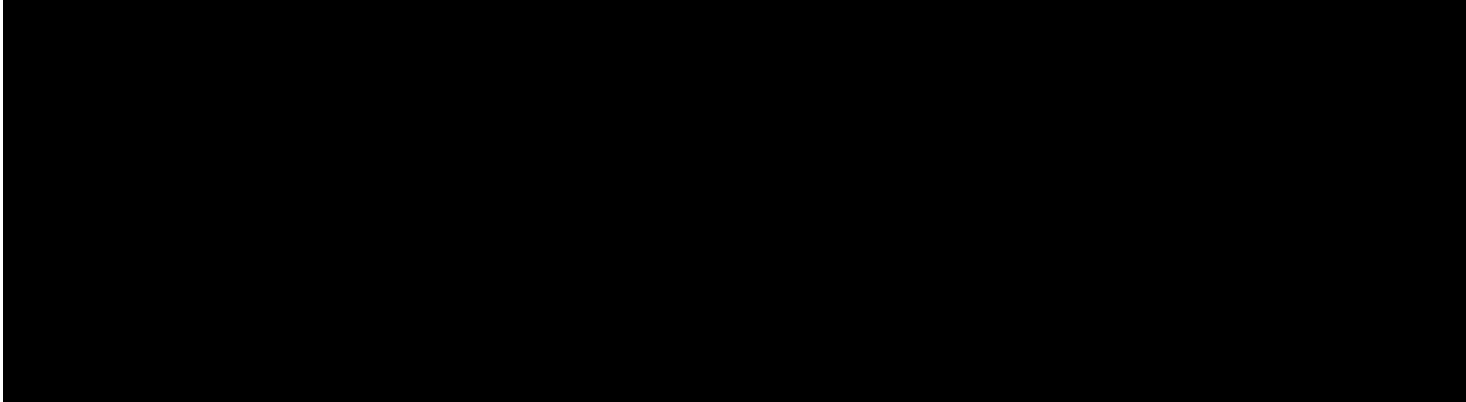
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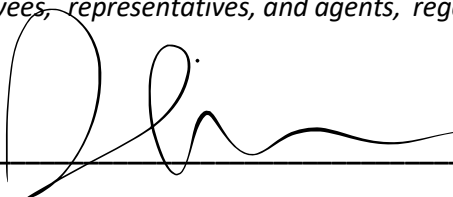
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The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless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

Applicant Signature:  **Date:** June 17, 2025

For Office Use Only

Date Filed with Clerk: 6/17/2025 Payment Amount: \$

Receipt #:

City Clerk/Administrator Signature: [Signature] Date: 06/27/2025

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Fire Chief Signature: _____ Date: 6/24/25

☒ Approve ☐ Denied Notes: _____

DPW Signature: Kent Adams Date: 6-27-20

☒ Approve ☐ Denied Notes: _____

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: Eric N. [Signature] Date: 6-24-2025

☒ Approve ☐ Denied Notes: _____

Parks & Rec Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

Public Events:

FLR Meeting Date: 7/1/2025

Council Meeting Date: 7/14/2025

ARRIVAL DAY - THURSDAY SEPTEMBER 18TH - PRE-PRODUCTION + SITE WALKS					
START TIME	END TIME	ACTION	WHO	SUPPORTING	DETAILS / NOTES
Various		Crew Travel Day with Various Arrival Times	Crew	Crew	Travel Day
TBD		Dock Pre-work	Gage	TSC	
3:00 PM	4:00 PM	Crew Site Walk and Review	TSC	Various	
4:00 PM	5:00 PM	Water Operations Review	TSC/Gage	PD	
SET UP DAY - FRIDAY SEPTEMBER 19TH - SET UP+ TESTING					
START TIME	END TIME	ACTION	WHO	SUPPORTING	DETAILS / NOTES
9:00 AM	9:30 AM	Crew Meeting	ALL		
9:30 AM	12:00 PM	Beach Area Load-in and set up	AV/ RB	TSC	load in RB infrastructure, AV, generator
9:30 AM	12:00 PM	Water operations set up - docks, buoys, branding, etc	Gage	TSC	Boat and dock set up
12:00 PM	1:00 PM	Crew Lunch Break	All	All	
1:00 PM	4:00 PM	Audio and Camera Testing	AV/ RB	TSC	Screen and camera testing
1:00 PM	4:00 PM	boat and water opertions review - Barge placement	Gage	TSC/ AV	
4:00 PM	5:00 PM	Rehearsals - Run of Show, host mic testing	All		
5:00 PM	6:00 PM	Final Reviw and Walk-throughs	All		
5:00 PM	12:00 AM	Security on site for asset protection on beach area	Security	TSC	
EVENT DAY- SATURDAY SEPTEMBER 20TH - EVENT DAY OPERATIONS					
START TIME	END TIME	ACTION	WHO	SUPPORTING	DETAILS / NOTES
12:00 AM	7:00 M	Overnight security on site for asset protection	Security	TSC	Security
7:00 AM	7:30 AM	Crew arrival and meeting brief	All	All	Arrivals and Set for the day
7:30 AM	9:30 AM	Final Set up and testing	Crew	Crew	Prep and final deliveries
9:30 AM	10:00 AM	City Ageny walk through and safety briefing for water and land operations	TSC/ City	RB	Walk Through
10:00 AM	10:30 AM	Final Rehearsals	Live Show	TSC	Rehearsals
10:30 AM	11:00 AM	Doors open ready with secuirty, and crew placements	All	All	Public
11:00 AM	11:00 AM	Doors Open to Public	All	All	Public
11:00 AM	11:45 AM	Participant Check-in	Participants	TSC	Check-in for waivers and kits
11:00 AM	11:45 AM	Pre-show- Music and host live	Live Show	TSC/RB	Pre-show with hosts and music
11:45 AM	12:00 PM	Show Opening Ceremonies and intros to format	Live Show	TSC/RB	Pre-show with hosts and music
12:00 PM	12:05 PM	Heat 1 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:05 PM	12:10 PM	Heat 2 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:10 PM	12:15 PM	Heat 3 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:15 PM	12:20 PM	Heat 4 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:20 PM	12:25 PM	Heat 5 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:25 PM	12:30 PM	Heat 6 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:30 PM	12:35 PM	Heat 7 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:35 PM	12:40 PM	Heat 8 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:40 PM	12:45 PM	Heat 9 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals

12:45 PM	12:50 PM	Heat 10 x 2 Parcipants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
12:50 PM	1:00 PM	Break - Interviews and Reset for 2nd half of Qualifiers	ALL	ALL	Crew Reset and buffer time window
1:00 PM	1:05 PM	Heat 11 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:05 PM	1:10 PM	Heat 12 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:10 PM	1:15 PM	Heat 13 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:15 PM	1:20 PM	Heat 14 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:20 PM	1:25 PM	Heat 15 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:25 PM	1:30 PM	Heat 16 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:30 PM	1:35 PM	Heat 17 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:35 PM	1:40 PM	Heat 18 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:40 PM	1:45 PM	Heat 19 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:45 PM	1:50 PM	Heat 20 x 2 Participants	Participants	Comp/ TSC	50-55 foot mailbox placement - Time Trial for top 10 for Finals
1:50 PM	2:10 PM	Break and Identifying Qualifers for the Finals	ALL	ALL	Break for Top 10 in the finals confirmed
2:10 PM	2:15 PM	Finals Heat 1 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:15 PM	2:20 PM	Finals Heat 2 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:20 PM	2:25 PM	Finals Heat 3 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:25 PM	2:30 PM	Finals Heat 4 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:30 PM	2:35 PM	Finals Heat 5 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:35 PM	2:45 PM	Reset to swap order for participant docks	ALL	ALL	Break to reset
2:45 PM	2:50 PM	Finals Heat 6 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
2:50 PM	2:55 PM	Finals Heat 7 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
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3:00 PM	3:05 PM	Finals Heat 9 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
3:05 PM	3:10 PM	Finals Heat 10 x 2 Participants	Participants	Comp/ TSC	Particiapnts complete challenge on Dock 1 or 2 then swap next heat
3:10 PM	3:30 PM	Participants back to Dock for awards on the beach	Participants	Comp/ TSC	Dropped Off
3:30 PM	4:00 PM	Awards and Event Closing	ALL	ALL	
4:00 PM	4:30 PM	Clear Beach + Start strike in water	Crew/ Security		Strike
4:30 PM	9:00 PM	Event Strike if infrastructure from Beach and Water			

STRIKE + DEPART DAY- SUNDAY SEPTEMBER 21ST-

[illegible]



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: Lake Geneva Business Improvement District

Name of Event Organizer/Producer: Alexandria Binanti

Production Company/Organization: Lake Geneva BID FEIN #: 39-6005495

Street Address: 626 Geneva Street

City: Lake Geneva State: WI Zip code: 53147

E-mail Address: director@downtownlakegeneva.org

Daytime Phone: 262-716-9529 Cell Phone: _____

Are you a ☐ Business/Individual OR ☒ Non-Profit Organization 501(c) _____

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- | | |
|--|-----------|
| ☐ Flat Iron Park Brunk Pavilion | \$250/day |
| ☐ Gazebo-Flat Iron Park | \$125/day |
| ☐ Seminary Park Shelter | \$75/day |
| ☐ Cobb Park Shelter | \$75/day |
| ☐ Park Use (no shelter) | \$75/day |

Location: _____

☐ **Street Use/Closure** \$75/day
Describe in Section III on page 3 of application

☒ **Public Event-**Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☐ \$100- submitted at least 60 days prior
☒ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☒ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☐ Library Park
 - ☐ Other:

- Shelters
- ☒ Brunk Pavilion
 - ☐ Seminary Park Shelter
 - ☐ Cobb Park Shelter
 - ☐ Gazebo

Downtown Lake Geneva Lemonade Crawl & Picnic in the Park

1. Title of Event: _____
2. Date(s) of Event: Wednesday August 20, 2025
3. Location(s) of Event: Downtown Businesses and Flat Iron Park
4. Hours: 3-8pm event time (set up 1pm/tear down by 9pm)
- Note: Start Time & End Time
5. Event Chair/Contact Person: Alexandria Binanti Phone: 262-716-9529
6. Day of Event Contact Name: Alexandria Binanti Phone: 262-716-9529
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 500
10. Basis for estimate: 250 ticketed event for lemonade crawl, estimate of concerts in the park for picnic in the park
11. Will you be setting up a tent? ☒ Yes ☐ No

If yes, list the location, size, Rental Company, and proof of completion of locates.

A few 10x10 pop up tents located on attached map. Weighed down/not staked. Self provided by vendor

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

Food vendors are responsible for disposing of their own materials and cleaning space used. Requesting an additional 3-4 trash cans in the park.

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

N/A

16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No

If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? ☐ Yes ☒ No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? ☒ Yes ☐ No

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? ☒ Yes ☐ No

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

- ☐ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.
- ☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

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

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

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

☒ Yes ☐ No

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

Dates of Use: Wednesday, August 20th

Total Number of Parking Stalls being Requested: 2

Parking Stall Number(s) and Location: In the parking lot behind Brunk Pavilion

3. Description of Signage to be used during event: None

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

4. Anticipated Services

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

☒ **Electricity;** Explain: power box near Brunk Pavilion for music and food vendor

☐ **Water;** Explain: _____

☐ **Traffic Control;** Explain: _____

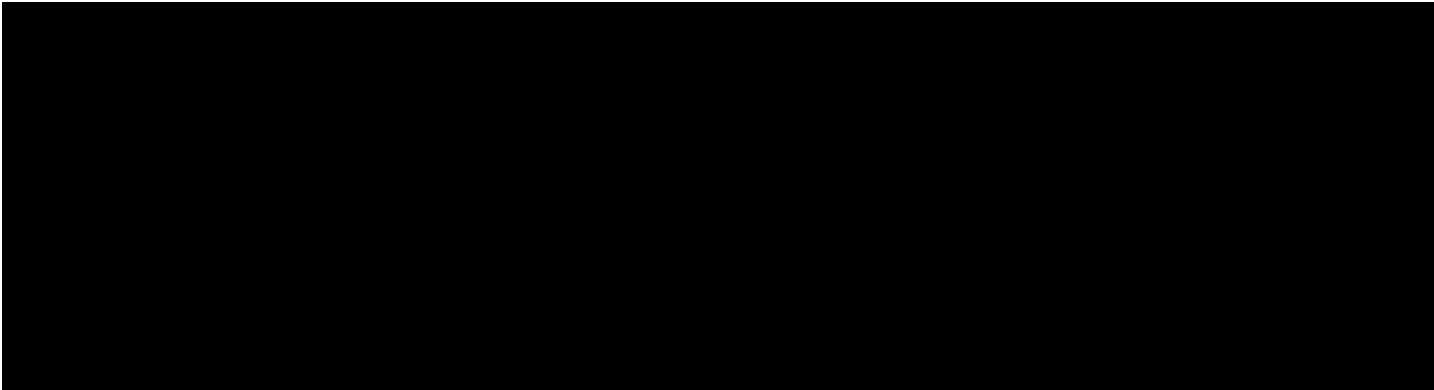
☐ **Police Services;** Explain: _____

☐ **Fire/EMS Services;** Explain: _____

☐ **Other;** Explain: _____

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

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



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

Applicant Signature: Alyson Binatti Date: 6/23/2025



626 Geneva Street Lake Geneva WI 53147 | 262.716.9529 | www.downtownlakegeneva.org

Downtown Lake Geneva Lemonade Crawl & Picnic in the Park Event Plan

Date: Wednesday August 20, 2025

Time: 3-8pm

Where: Downtown Lake Geneva Businesses

Intended Guests: Approximately 250 at crawl; 500 at picnic in the park

Event Overview:

Bringing back the Rhode Family's event concept, the BID is looking to make this year's Lemonade Crawl bigger and better for its second year by adding a Picnic in the Park component to celebrate the last days of summer for family friendly activities.

The idea is simple: guests stroll through downtown and stop at participating locations (either set up inside or outside) to enjoy a lemon-based treat. Businesses offer small cups of lemonade, slushies, candy, cupcakes, lemon bars, etc...and then promote any shopping features, sales, exclusive offers the businesses have.

This is a ticketed family friendly event and guests will have yellow wristbands. Limiting participation to 250 people. Limited participating businesses for crawl to 20. Will provide City with list of businesses prior to the event. It is free to sign up as a business with costs only going to supply the food or beverage items for up to 250 people (we will give final head count the week of). We also will have promotions to list to encourage shopping day of or for future visits post-event. This is a great way to promote local traffic and spending, as well as fill a Wednesday afternoon with a fun activity without much disruption to tourist season.

The newly added Picnic in the Park at Flat Iron Park will house live music at Brunk Pavillion, a maximum of 6 food vendors including Magpies, The Rare Zebra, Charlies Chocolates LLC, The Yellow Duck Truck, Taqueria Don Regino LLC, and Hello Ice Cream trucks which all have applicable license and insurance plus generators for their operations. 3 additional 10x10s tents have been mapped out on the south end of the park that will be weighted down for activity stations hosted by Calvary Church, Readings by Joann, and Lakeside Books. Yard games will take place in that area monitored by Calvary Church and/or the Lake Geneva Library. We anticipate attendance and crowds to be similar to VISIT Lake Geneva's Concerts in the Park and is free to the public to enjoy. We are requesting two parking spaces for vendor pull in/pull out during the event near Brunk Pavillion.



★ Food trucks

■ 10x10 Vendor tent weighted/activity stations

■ Reserved parking spots

For Office Use Only

Date Filed with Clerk: 6/23/25 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: Lacey L. Reynolds Date: 26-Jun-2025
Lacey L. Reynolds (Jun 26, 2025 10:23 CDT)

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Kaitlin Tietz Date: _____
Kaitlin Tietz (Jun 27, 2025 13:05 CDT)

☒ Approve ☐ Denied Notes: 27-Jun-2025

Fire Chief Signature: [Signature] Date: 6/24/25

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 6-24-2025

☒ Approve ☐ Denied Notes: Will Need to have a Dumpster

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: [Signature] Date: 06/24/2025

☒ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: Lake Geneva Business Improvement District

Name of Event Organizer/Producer: Alexandria Binanti

Production Company/Organization: Lake Geneva BID FEIN #: 39-6005495

Street Address: 626 Geneva Street

City: Lake Geneva State: WI Zip code: 53147

E-mail Address: director@downtownlakegeneva.org

Daytime Phone: 262-716-9529 Cell Phone: _____

Are you a ☐ Business/Individual OR ☒ Non-Profit Organization 501(c) _____

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- | | |
|--|-----------|
| ☐ Flat Iron Park Brunk Pavilion | \$250/day |
| ☐ Gazebo-Flat Iron Park | \$125/day |
| ☐ Seminary Park Shelter | \$75/day |
| ☐ Cobb Park Shelter | \$75/day |
| ☐ Park Use (no shelter) | \$75/day |

Location: _____

☐ **Street Use/Closure** \$75/day
Describe in Section III on page 3 of application

☒ **Public Event-**Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☐ \$100- submitted at least 60 days prior
☐ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☐ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☐ Library Park
 - ☐ Other:

- Shelters
- | | |
|--|---------------------------------|
| ☐ Brunk Pavilion | ☐ Gazebo |
| ☐ Seminary Park Shelter | |
| ☐ Cobb Park Shelter | |

Lake Geneva Maxwell Street Days

1. Title of Event: _____
2. Date(s) of Event: Fri-Sun, August 22-24, 2025
3. Location(s) of Event: Downtown Lake Geneva Businesses
4. Hours: 9am-9pm daily
- Note: Start Time & End Time
5. Event Chair/Contact Person: Alexandria Binanti Phone: 262-716-9529
6. Day of Event Contact Name: Alexandria Binanti Phone: 262-716-9529
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 2500
10. Basis for estimate: Previous year shopper counts
11. Will you be setting up a tent? ☐ Yes ☒ No

If yes, list the location, size, Rental Company, and proof of completion of locates.

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

N/A

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

N/A

16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No

If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? ☐ Yes ☒ No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? ☒ Yes ☐ No

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? ☐ Yes ☒ No

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

- ☐ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.
- ☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

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

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

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

☐ Yes ☒ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: None

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

4. Anticipated Services

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

☒ **Electricity;** Explain: Light poles unlocked at Broad and Main for busker use

☐ **Water;** Explain: _____

☐ **Traffic Control;** Explain: _____

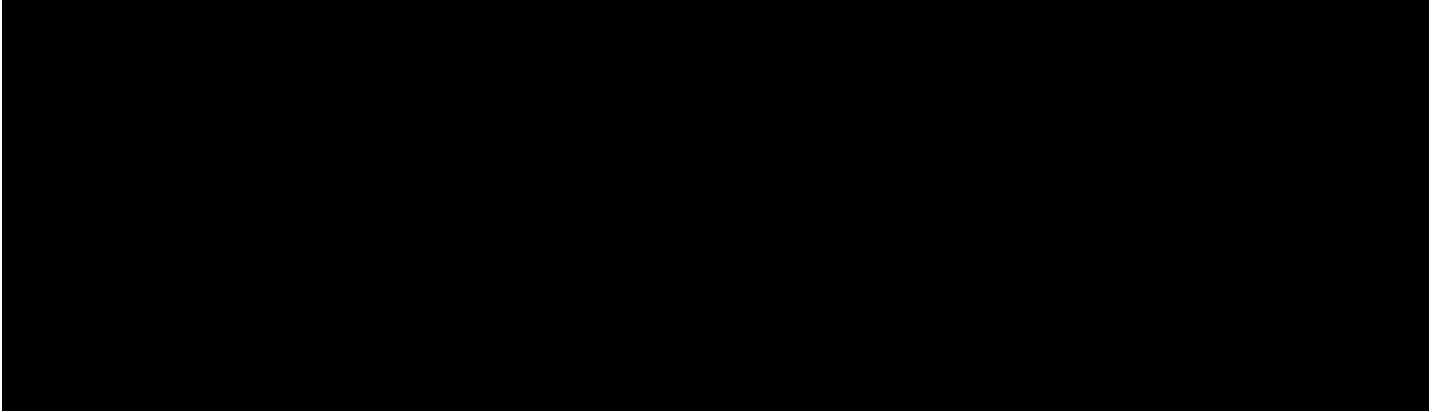
☐ **Police Services;** Explain: _____

☐ **Fire/EMS Services;** Explain: _____

☐ **Other;** Explain: _____

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

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



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

Applicant Signature: Alyson Binnanti Date: 6/23/25



626 Geneva Street, Lake Geneva WI 53147 | 262.220.8916 | www.downtownlakegeneva.org

Annual Downtown Lake Geneva Maxwell Street Day Event Plan

Date: Friday - Sunday August 22-24, 2025

Time: Starts at 9am daily during operating hours

Where: Downtown Lake Geneva Businesses

Intended Guests: Approximately 2500

Event Overview:

This annual event is designed to bring in visitors to the downtown business improvement district to enjoy local shopping deals, tastings of culinary delights, and music along the streets to celebrate the retailers downtown. The goal is focused on community marketing and promotions at this end of summer event. A passport will be distributed and as guests visit the shops, they can also earn points for gift card giveaways for future visits. This event is free to attend, free to participate as a business, and requires no street closure or park rental. Participating locations will be announced at a future date.

The BID does request access to a few strategic light poles with electricity to allow for the feasibility to have speakers to amplify sound from street corner musicians hired for the event. Musicians are mostly solo/duo operators and are mostly acoustic playing.

For Office Use Only

Date Filed with Clerk: _____ Payment Amount: \$ _____

Receipt #: _____

City Clerk/Administrator Signature: Lacey L. Reynolds Date: 26-Jun-2025

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Kaitlin Tietz Date: 27-Jun-2025

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 6/25/24

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 24 June 2025

☒ Approve ☐ Denied Notes: _____

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: [Signature] Date: 06/24/2025

☒ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: Lake Geneva Business Improvement District

Name of Event Organizer/Producer: Alexandria Binanti

Production Company/Organization: Lake Geneva BID FEIN #: 39-6005495

Street Address: 626 Geneva Street

City: Lake Geneva State: WI Zip code: 53147

E-mail Address: director@downtownlakegeneva.org

Daytime Phone: 262-716-9529 Cell Phone: _____

Organization 501(c) _____

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- | | |
|--|-----------|
| ☐ Flat Iron Park Brunk Pavilion | \$250/day |
| ☐ Gazebo-Flat Iron Park | \$125/day |
| ☐ Seminary Park Shelter | \$75/day |
| ☐ Cobb Park Shelter | \$75/day |
| ☐ Park Use (no shelter) | \$75/day |

Location: _____

☐ **Street Use/Closure** \$75/day
Describe in Section III on page 3 of application

☒ **Public Event-**Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☒ \$100- submitted at least 60 days prior
☐ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☐ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☐ Library Park
 - ☐ Other:

- Shelters
- ☐ Brunk Pavilion
 - ☐ Seminary Park Shelter
 - ☐ Cobb Park Shelter
 - ☐ Gazebo

Art in Motion by Downtown Lake Geneva

1. Title of Event: _____
2. Date(s) of Event: Sun, September 14, 2025
3. Location(s) of Event: Downtown Lake Geneva Businesses
4. Hours: 11am-4pm (set up from 8am/tear down by 6pm)
Note: Start Time & End Time
5. Event Chair/Contact Person: Alexandria Binanti Phone: 262-716-9529
6. Day of Event Contact Name: Alexandria Binanti Phone: 262-716-9529
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 2500
10. Basis for estimate: Previous year Murals in Motion Paint In Attendance
11. Will you be setting up a tent? ☐ Yes ☒ No

If yes, list the location, size, Rental Company, and proof of completion of locates.

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

N/A

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

N/A

16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No

If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? ☐ Yes ☒ No

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? ☒ Yes ☐ No

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? ☐ Yes ☒ No

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

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

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

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

☐ Yes ☒ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: None

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

4. Anticipated Services

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

☒ **Electricity;** Explain: Some light poles unlocked at Broad, Center, and Main for busker use

☐ **Water;** Explain: _____

☐ **Traffic Control;** Explain: _____

☐ **Police Services;** Explain: _____

☐ **Fire/EMS Services;** Explain: _____

☐ **Other;** Explain: _____

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

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

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

Applicant Signature: Alyson Binnati Date: 6/23/2025



626 Geneva Street, Lake Geneva WI 53147 | 262.220.8916 | www.downtownlakegeneva.org

Art in Motion by Downtown Lake Geneva Event Plan

Date: Sunday September 14, 2025

Time: Starts at 9am daily during operating hours

Where: Downtown Lake Geneva Businesses Side Walks

Intended Guests: Approximately 1000

Event Overview:

This event is designed to bring in visitors to the downtown business improvement district to enjoy local artists creating art in real time in this plein air while offering art centered open houses, shopping deals, and music along the streets to celebrate the retailers downtown. Artists will be provided an umbrella, small table and chair, and banner. They can also add an easel, or additional table based on a designated 4x8 space for sellable items to still allow ample space for pedestrian foot traffic. This event will be held rain or shine, and in the event of rain the artists will be relocated inside designated businesses that sign up to participate. Artists are allowed to sell their wares and will be assigned to interested businesses based on before the sign up mentioned. We are anticipating about 30 participating artists/businesses. Volunteers will be setting up the table/umbrellas the morning of and then collecting supplies post event to clear the sidewalks. Artists are responsible for tarping off their area if painting and cleaning their demonstration space before event check out.

For marketing, a digital map will be created and then printed maps will be located at the Visitor Center with included special offers to shops. Local businesses that feature artists on display such as Gallery 223, O2 Lounge, The Bottle Shop, etc will be listed as must stops on the map as well. This event is free to attend, free to participate as a business, and requires no street closure or park rental. All digital and print marketing will be promoted through the BID.

Participating locations will be announced at a future date.

The BID does request access to a few strategic light poles with electricity to allow for the feasibility to have speakers to amplify sound from street corner musicians hired for the event. Musicians are mostly solo/duo operators and ½ booked so far are acoustic playing.

For Office Use Only

Date Filed with Clerk: _____ Payment Amount: \$ _____

Receipt #: _____

City Clerk/Administrator Signature: Lacey L. Reynolds Date: 26-Jun-2025

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Kaitlin Tietz Date: 27-Jun-2025

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 6/24/25

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 6-24-2025

☒ Approve ☐ Denied Notes: _____

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: [Signature] Date: 06/24/2025

☒ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

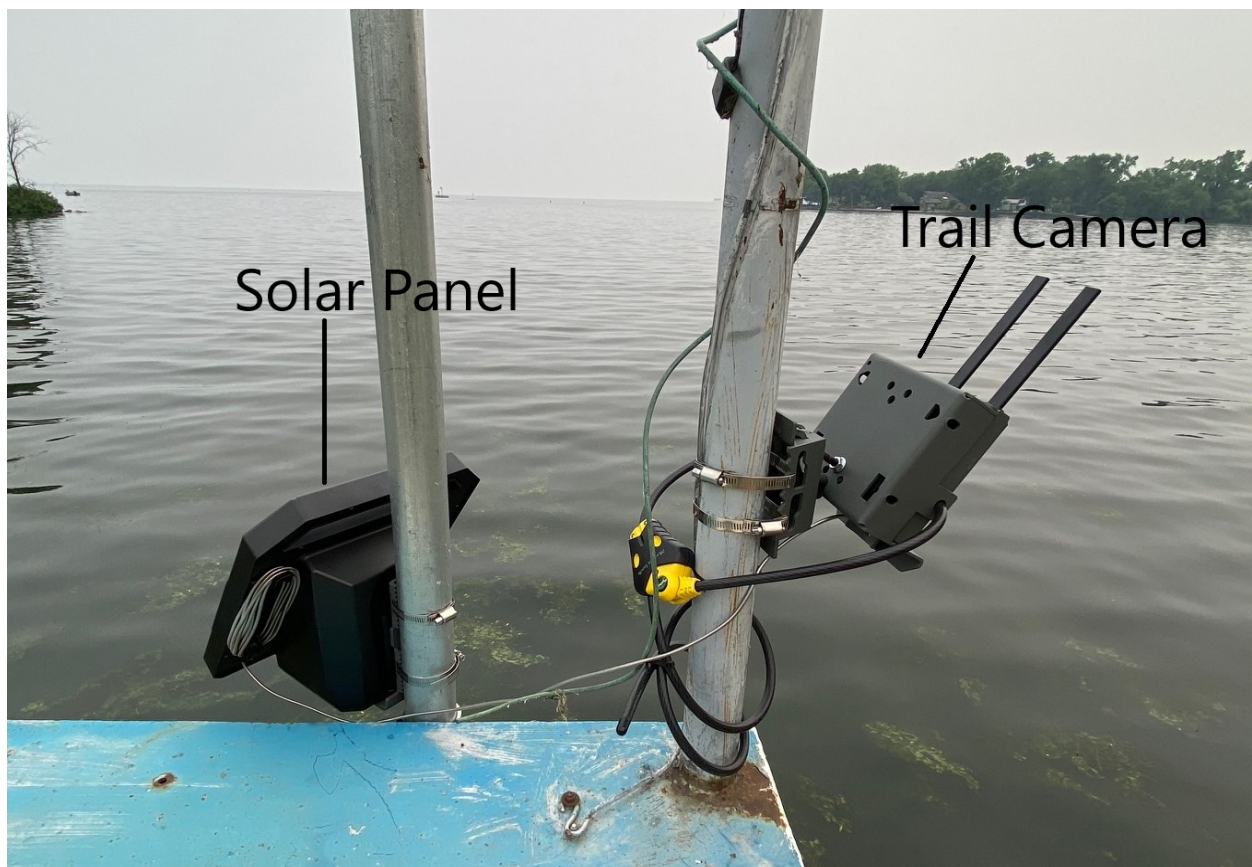
FLR Meeting Date: _____

Council Meeting Date: _____

Automated Realtime Algal Bloom Detection Using Cell Enabled Cameras

Cell enabled trail cameras installed for the purpose of algal bloom detection is proving to be a cheap and effective way to warn lake managers and or the public about a potential harmful algal bloom. So far the USGS has installed over 20 cameras on Lake Winnebago, Lake Superior, the St. Louis Estuary, Fox River, and Green Bay. Twelve of those cameras have trained machine learning models which automatically determine the presence and severity of algal blooms in near real-time. Currently models are trained for each site which involves classifying up to 1500 images which depending on the site could be up to a years' worth of images. The hope is by expanding the current camera network to more diverse sites will allow us to run the same model at any site without having to train a new model. A brief description below describes how we are currently are doing this.

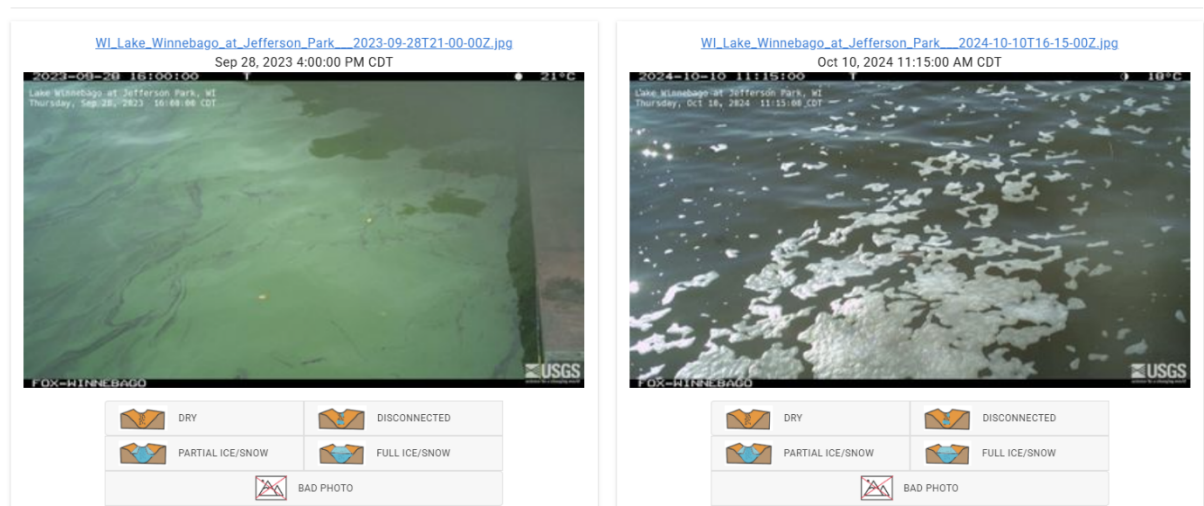
Cameras are installed looking as directly down on the water surface as possible.



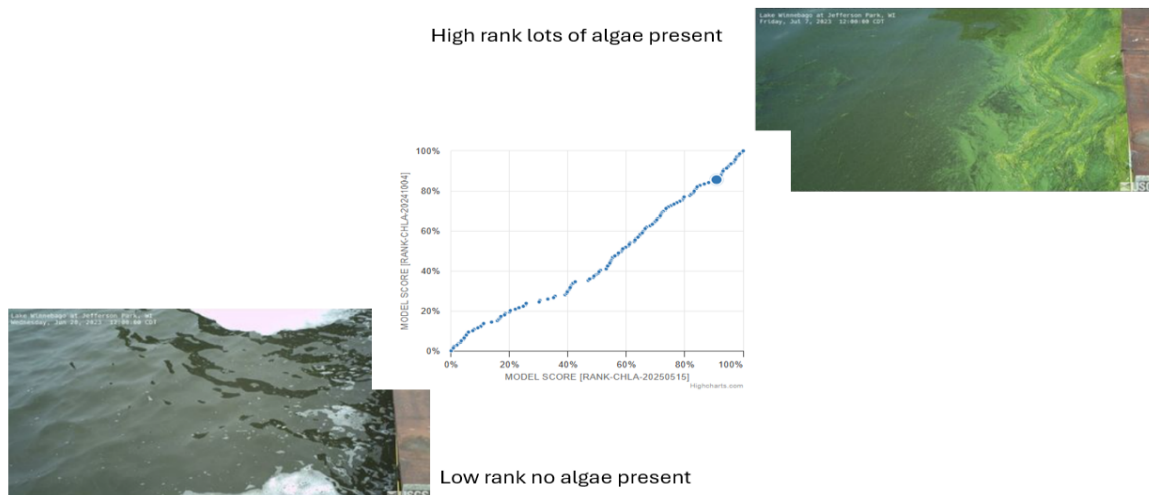
Images are captured every 15 minutes and are loaded into the USGS image dashboard which can be found here. [HIVIS | Dashboard](#) After enough images have been captured to train a model they are moved to Flow Photo Explorer (FPE) which is a tool created to compare images to visually in this

case determine which image has more algae in it. [Flow Photo Explorer | USGS](#) FPE was originally built to rank how much water was in the image we have repurposed it to look at algal bloom severity.

To train the model FPE loads 2 images on the screen and the user chooses which has the worse algal bloom. In the images below the one on the left would be picked to have more algae. About 1500 of these images pairs are ranked by the user to train the machine learning model.



Below is trained model results for the Lake Winnebago site. Images on the upper right of the graph have the most potential for a harmful algal bloom. Images on the lower left show the least potential for harmful algal blooms.



After a satisfactory model is trained, we then can apply the model to each new image coming into havis and rank the algal bloom severity automatically. Not do we only get a value indicating that there could be a harmful algal bloom present but also end up with an image for the end user to visually verify.

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending Section 62-3, Renamed Development and Dedication of Private Streets, of Article 1, In General of Chapter 62, Streets, Sidewalks and Other Public Places of the City of Lake Geneva Municipal Code; amending provisions regarding the development and dedication of private streets in the City of Lake Geneva.			
Committee	Finance License and Regulation Committee on June 3, 2025		
Fiscal Impact:	N/A		
File Number:	25-08	First Reading : Second Reading :	

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain that Section 62-3, (Renamed) Development and Dedication of Private Streets, of Article 1, In General of Chapter 62, Streets, Sidewalks and Other Public Places of the City of Lake Geneva Municipal Code is hereby amended to read as follows:

Section 62-3 Development and Dedication of Private Streets

- (a) The following map and list show~~s~~ private streets currently located within the City limits of the City of Lake Geneva: ^[1]
[1] Editor’s Note: The Private Streets Map is included at the end of this chapter
- (b) As stated in Section 98-702(14), private streets developed after [the effective date of this amendment] shall be constructed to public street standards as set forth in Chapter 66 Subdivision Design Standards.
- (c) Private streets developed prior to [the effective date of this amendment] and listed on the Private Streets Map may be dedicated to the City of Lake Geneva. The City of Lake Geneva will accept any such dedication, provided that the street is improved to the following specifications:
- (1) Minimum roadway width of 16 22 feet, as measured from curb to curb.
 - (2) Thirty-inch mountable curb and gutter on both sides.
 - (3) Eight-inch compact stone base
 - (4) Four-inch asphalt surface applied in two lifts
 - (5) Forty-foot minimum right-of-way dedication
 - (6) Fire Lane Improvements as required under Section 98-727 Fire Department Access and Provision of Fire Lanes

Approved by the City of Lake Geneva Common Council on this _____ day of July 2025.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending sub-subsection (a) General temporary outdoor sales and adding sub-subsection (i) Residential garage sales of sub-section (9) Temporary land uses of Section 98-206, Detailed land use descriptions and regulations and amending Table 98-203(9) Table of Land Uses Section 98-203, Table of Land Uses of Article 2 Land Use Regulations of Chapter 98 Zoning of the City of Lake Geneva Municipal Code setting forth more specific regulations concerning garage sales.			
Committee	Plan Commission recommended on June 16, 2025		
Fiscal Impact:	N/A		
File Number:	25-10	First Reading: Second Reading:	

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain sub-subsection (a) General temporary outdoor sales of sub-section (9) Temporary land uses of Section 98-206, Detailed land use descriptions and regulations of Article 2 Land Use Regulations of Chapter 98 Zoning of the City of Lake Geneva Municipal Code is hereby amended to read as follows:

(9) Temporary land uses.

(a) General temporary outdoor sales (NB, PB, GB, CB):

Description: Includes the display of any items outside the confines of a building, which is not otherwise permitted as a permitted or conditional use, or a special event otherwise regulated by the City of Lake Geneva Municipal Code. Examples of this land use include but are not limited to seasonal garden shops, tent sales, and bratwurst stands, ~~and garage sales; however, up to two garage sales are exempt from the provisions of this section.~~

...

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain that sub-section (9) Temporary land uses of Section 98-206, Detailed land use descriptions and regulations of Article 2 Land Use Regulations of Chapter 98 Zoning of the City of Lake Geneva Municipal Code is hereby amended by adding sub-subsection (i) Residential garage sales to read as follows:

(9) Temporary land uses.

(i) Residential Garage Sales (RH, CR-5, ER-1, SR-3, SR-4, TR-6, MR-8)

Description: Includes any temporary sales operation conducted in a residential zoning district.

1. Temporary use regulations:

- a. Residential Garage Sales shall be limited to two (2) events per calendar year.
- b. Each Residential Garage Sale event shall be limited to three (3) consecutive days.
- c. Residential Garage Sale events must be separated by a minimum of seven (7) consecutive days.

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain that Table 98-203(9) Table of Land Uses Section 98-203, Table of Land Uses of Article 2 Land Use Regulations of Chapter 98 Zoning of the City of Lake Geneva Municipal Code is hereby amended by adding sub-subsection (h) Tent and sub-subsection (i) Residential garage sale to read as follows:

Zoning District Abbreviations																		Type of Land Use
ⓇRH	CR-5ac	ER-1	SR-3	SR-4	TR-6	MR-8	NO	PO	NB	PB	GB	CB	PI	GI	HI	PBP	EX	
																		Temporary Uses [Section 98-206(9)]
									T	T	T	T						(a) General temporary outdoor sales
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			(b) Outdoor assembly
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T			(c) Contractor's project office
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		(d) Contractor's on-site equipment storage
							T	T	T	T	T	T	T	T	T	T		(e) Relocate-able residence
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		(f) On-site real estate sales office
T									T	T	T	T	T	T				(g) Outdoor sales of farm products
<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>												<u>(h) Tent</u>
<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>												<u>(i) Residential garage sale</u>
RH Rural Holding				TR Two-Family Res				NB Neighborhood Business				PI Planned Industrial						
CR Countryside Res				MR Multifamily Res				PB Planned Business				GI General Industrial						
ER Estate Residential				NO Neighborhood Office				GB General Business				HI Heavy Industrial						
SR Single-Family Res				PO Planned Office				CB Central Business				PBP Planned Business Park						
EX Extraction/Disposal																		

Approved by the City of Lake Geneva Common Council on this _____ day of July 2025.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending sub-section (1) Designation and sub-section (2), Duties, adding sub-sub-section (p) of Section 98-932, Zoning Administrator of Article 9, Procedures and Administration of Chapter 98, Zoning of the City of Lake Geneva Municipal Code are hereby amended to designate the Building and Zoning Director or a designee as the Zoning Administrator and authorizing the Zoning Administrator to grant a 1 foot height variance for swimming pool fences where a 4 foot barrier is required.			
Committee	Plan Commission recommended on June 16, 2025		
Fiscal Impact:	N/A		
File Number:	25-11	First Reading: Second Reading:	

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain sub-section (1) Designation of Section 98-932, Zoning Administrator of Article 9, Procedures and Administration of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended to read as follows:

- (1) Designation. The ~~Building Inspector or a designee of the Building Inspector~~ **Building and Zoning Director or a designee** is hereby designated as the administrative and enforcement officer for the provisions of this Code and is also herein referred to as the Zoning Administrator. The duty of the Zoning Administrator is to interpret and administer this Code and to issue, after on-site inspection, all permits required by this Code.

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain that sub-section (2), Duties, of Section 98-932, Zoning Administrator of Article 9, Procedures and Administration of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended by adding sub-sub-section (p) to read as follows:

- (2) Duties. The provisions of this chapter shall be administered and enforced by the Zoning Administrator or a designee, who in addition thereto and in furtherance of said authority shall:

(p) Grant up to a one (1) foot height variation for fences located in the side street yard setback or side rear yard setback when such fence is acting as a required pool barrier.

Approved by the City of Lake Geneva Common Council on this _____ day of July 2025.

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

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor _____ Date _____

Todd Krause, Mayor Date

Attest:

Lacey L. Reynolds, City Clerk

Date

ORDINANCE OF THE COMMON COUNCIL

An ordinance amending sub-sub-sub-section 4, Fences on residential or nonresidential lots which do not exceed four feet in height, of sub-sub-section (a) Permitted intrusions into required front or street yards, of sub-section (4) Permitted intrusions into required yards, of section 98-405, Intrusions Into Required Yards and amending sub-subsection (c)1 Maximum height of subsection (3) Standards of Section 98-720 Fencing standards of Article 4, Bulk Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code are hereby amended to give the zoning administrator the ability to grant a 1 foot variance for swimming pool fences where a 4 foot barrier is required.

Committee	Plan Commission recommended on June 16, 2025		
Fiscal Impact:	N/A		
File Number:	25-12	First Reading: Second Reading:	

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain sub-sub-sub-section 4, Fences on residential or nonresidential lots which do not exceed four feet in height, of sub-sub-section (a) Permitted intrusions into required front or street yards, of sub-section (4) Permitted intrusions into required yards, of Article 4, Bulk Regulations of Section 98-405, Intrusions Into Required Yards of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended to read as follows:

4. Fences on residential or nonresidential lots which do not exceed ~~four~~ **three** feet in height, provided they do not locate closer than two feet to any street right-of-way. Permitted fence types shall comply with the provisions of Section 98-720(3). **The zoning administrator may grant a one (1) foot administrative height variance where a four (4) foot tall fence is required as a swimming pool barrier per Section 98-720 (3) f and Section 98-723 (6) a.**

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain that sub-subsection (c)1 Maximum height of subsection (3) Standards of Section 98-720 Fencing standards of Article 4, Bulk Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended to read as follows:

(c) Maximum height. The maximum height of any fence, landscape wall, or decorative post shall be the following:

1. Fences in excess of three feet tall shall not be permitted within a required yard setback, including street front yard, street side yard, and street rear yard, except with the granting of a conditional use permit per Section 98-905. **The zoning administrator may grant a one (1) foot administrative height variance where a four (4) foot tall fence is required as a swimming pool barrier per Section 98-723 (6) a and subsection (3) f of this section.**

Approved by the City of Lake Geneva Common Council on this _____ day of July 2025.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

ORDINANCE OF THE COMMON COUNCIL

An ordinance amending sub-section (3) Miscellaneous Sign Group, of Section 98-811, Permitted sign rules, of Article 8, Signage Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is hereby amended change the dimensions of Metal Plaque Signs in certain zoning districts.

Committee	Plan Commission recommended on June 16, 2025		
Fiscal Impact:	N/A		
File Number:	25-13		

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain sub-section (3) Miscellaneous Sign Group, of Section 98-811, Permitted sign rules, of Article 8, Signage Regulations of Chapter 98, Zoning of the City of Lake Geneva Municipal Code is amended to read as follows:

figure 98-811(3): Miscellaneous Sign Group²

							Sign Area & Height Maximums for Zoning Districts:				Example Sign Diagrams:
Sign Categories & Sign Types	Sign Permit Required & Approver (see Section 98-827)	Number of Signs Allowed	Sign Locations Allowed	Sign Face Materials Allowed	Sign Lighting Allowed	Sign Area Formula	One- & Two-Family Residential	Multi-Family Residential	Non-Residential & Mixed-Use	Downtown	
							CR-5ac, ER-1, SR-3, SR-4, TR-6	MR-8	RH, PO, NB, PB, PBP, NO, GB, PI, HI	CB	

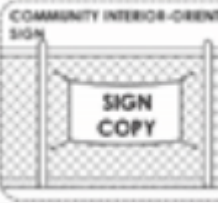
A. Site Guidance Sign Category^{1, 2, 6}

1. On-Building Locational Sign ^{1, 2, 6, 8, 10}	Sign permit not required	1 required per address ⁶	On-building, and visible from street ⁸	Any durable, all-weather material	Ambient only	None needed. Use max sign area limit	4 sf max area 6 ft max mounted height ¹⁰	12 sf max area 12 ft max mounted height ¹⁰	
2. Interior Site Navigational Sign ^{1, 2, 6, 8, 9}	Yes. For each new sign. Staff approval	As permitted by the Zoning Administrator	On-building or freestanding ^{6, 8}				4 sf max area 6 ft max height		

figure 98-811(3): Miscellaneous Sign Group²

							Sign Area & Height Maximums for Zoning Districts:				Example Sign Diagrams:
Sign Categories & Sign Types	Sign Permit Required & Approver (see Section 98-827)	Number of Signs Allowed	Sign Locations Allowed	Sign Face Materials Allowed	Sign Lighting Allowed	Sign Area Formula	One- & Two-Family Residential	Multi-Family Residential	Non-Residential & Mixed-Use	Downtown	
							CR-5ac, ER-1, SR-3, SR-4, TR-6	MR-8	RH, PO, NB, PB, PBP, NO, GB, PI, HI	CB	
											

B. Placemaking Sign Category^{1, 2, 6}

1. Metal Plaque Sign ^{1, 2}	Yes. For each new sign. HPC approval	Up to 3 per historic building, property, or district	On-building ³ or freestanding ⁶	Bronze, aluminum, or stainless steel	Standard ⁷	None Needed. Use max sign area limit	6 sf max area for on-building signs 18 sf max area for freestanding signs 6 ft max height				
2. Permanent Gateway Sign ^{1, 2, 3, 6}	Yes. For each new sign. P.C. approval	As approved per the final plat	Minimum height of sign = minimum distance from the right-of-way ⁶	Any durable, all-weather material	Standard ⁷	1 sf of sign area per 1 ft of building facade length	32 sf max area 6 ft max height				
3. Community Sign ^{1, 2, 4, 5, 6}		1 per site.			Standard ^{5, 7}		See Monument Signs in Figure 98-811(1)				
4. Community Interior-Oriented Sign ^{1, 2, 4, 6}	Yes. For each new sign. Staff approval	As permitted by the Zoning Administrator	Affixed to fences facing the interior of a recreational field		Ambient only	None Needed. Use max sign area limit	32 sf max area 15 ft max height				

Footnotes Containing Additional Development Requirements:

- 1 Refer to Section 98-805 for definitions and rules for each Sign Category (lettered), and each Sign Type (numbered).
- 2 Available to land uses identified in the City of Lake Geneva Zoning Code Chapter 98, Article 2, other than Community Signs and Community Interior-Oriented Signs.
- 3 Permanent Gateway Signs shall be located within a platted outlot or within a permanent sign easement and shall only be configured as a monument sign.

4	Community Signs shall only be configured as monument signs. Community Interior-Oriented Signs shall only be configured as a banner sign affixed to a fence facing the interior of a recreational field. Community Signs and Community Interior-Oriented Signs are only allowed for Institutional land uses as determined by the Zoning Administrator.
5	Electronic Message Sign are permitted per Section 98-808.
6	Sign must be located on-site and must not be located within any street right-of-way (which includes the entire public sidewalk and street terrace area) or vision triangle.
7	"Standard" means the following forms of sign lighting: ambient, backlit, internal, and gooseneck.
8	On-building signs must be located within 10 feet of building's main entrance.
9	May also include either the name, logo, or symbol of the destination, provided that the name, logo, or symbol is less than 1 square foot.
10	Home occupations are permitted one additional On-Building Locational Sign. Such sign shall be a max of 2 square feet.
11	Water tower signs shall be approved by the Plan Commission through the Site Plan review process (see Section 98-908).

Approved by the City of Lake Geneva Common Council on this _____ day of July 2025.

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

Attest:

Lacey L. Reynolds, City Clerk Date

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lake Geneva
Lake Geneva Public Library
626 Geneva ST
Lake Geneva, WI 53147

and the Architect:
(Name, legal status, address and other information)

OPN Architects, Inc.
302 N Broom ST, Suite 100
Madison, WI 53703

for the following Project:
(Name, location and detailed description)

Lake Geneva Public Library – Program Room Renovation
918 W Main ST
Lake Geneva, WI 53147
OPN Project Number: 246570000

The project consists of the renovation of the existing program room and adjacent storage, mechanical, and public restroom spaces at Lake Geneva Public Library. The project will enlarge the program room, provide better accessibility, add exterior windows, and improve storage and room operations. Upgraded mechanical, electrical, plumbing, and telecommunications will be provided as part of this project. No new work will occur within the remaining library and the exterior improvements will be isolated to new window openings or infilling existing windows.

REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 5th Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation and expansion of existing program room, storage, and mechanical rooms.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of the renovation of approximately 2000 GSF of existing program room and adjacent storage, mechanical, and public restroom spaces at Lake Geneva Public Library. No new work will occur within the remaining library and the exterior improvements will be isolated to new window openings or infilling existing windows.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$400,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

July – September 2025

.2 Construction commencement date:

December 2025

.3 Substantial Completion date or dates:

Anticipated May 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid project to be under contract by end of year 2025.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainable design strategies will be presented and evaluated throughout the design phase of the project. The project will not pursue LEED or any other sustainable building certifications or requirements.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

David De Angelis
City Administrator, City of Lake Geneva
626 Geneva ST
Lake Geneva, WI 53147
cityadmin@cityoflakegeneva.gov
(262) 2483673

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Emily Kornak
Library Director, Lake Geneva Public Library
918 W Main ST
Lake Geneva, WI 53147
ekornak@lakegeneva.lib.wi.us
(262) 2495283

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Wesley T. Reynolds, AIA, Principal
OPN Architects, Inc.
301 N Broom ST, Suite 100
Madison, WI 53703
wreynolds@opnarchitects.com
(608) 819-0260

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Strategic Structural Design, LLC
725 Heartland Trail, Suite 201
Madison, WI 53717
mleiferman@strategicstructural.com
(608) 658-0436

.2 Mechanical/Plumbing Engineer:

Henneman Engineering Inc.
1241 John Q Hammons DR, Suite 503
Madison, WI 53717
dmeggers@henneman.com
(608) 833-7000

.3 Electrical Engineer:

Henneman Engineering Inc.
1241 John Q Hammons DR, Suite 503
Madison, WI 53717
dmeggers@henneman.com
(608) 833-7000

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Attachment A – Lake Geneva Public Library – Architectural Proposal (Design Development through Construction Administration)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The project excludes schematic design as part of basic services as concept development and schematic design were included as previously completed work. This project will commence with Design Development.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate

and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such

amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided – Already Completed Scope
§ 4.1.1.2 Multiple preliminary designs	- Not Provided – Already Completed Scope
§ 4.1.1.3 Measured drawings	- Not Provided - Add Service
§ 4.1.1.4 Existing facilities surveys	- Not Provided - Add Service
§ 4.1.1.5 Site evaluation and planning	- Not Provided - Add Service
§ 4.1.1.6 Building Information Model management responsibilities	- Architect to LOD 300*
§ 4.1.1.7 Development of Building Information Models for post construction use	- Not Provided - Add Service
§ 4.1.1.8 Civil engineering	- Not Provided – Add Service
§ 4.1.1.9 Landscape design	- Not Provided - Add Service
§ 4.1.1.10 Architectural interior design	- Architect
§ 4.1.1.11 Value analysis	- Not Provided - Add Service

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	- Not Provided - Add Service
§ 4.1.1.13	On-site project representation	- Not Provided - Add Service
§ 4.1.1.14	Conformed documents for construction	- Not Provided - Add Service
§ 4.1.1.15	As-designed record drawings	- Not Provided - Add Service
§ 4.1.1.16	As-constructed record drawings	- Not Provided - Add Service
§ 4.1.1.17	Post-occupancy evaluation	- Not Provided - Add Service
§ 4.1.1.18	Facility support services	- Not Provided - Add Service
§ 4.1.1.19	Tenant-related services	- Not Provided - Add Service
§ 4.1.1.20	Architect's coordination of the Owner's consultants	- Architect
§ 4.1.1.21	Telecommunications/data design	- Architect
§ 4.1.1.22	Security evaluation and planning	- Owner{{{ ??? }}}}
§ 4.1.1.23	Commissioning	- Not Provided - Add Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided – Add Service
§ 4.1.1.25	Fast-track design services	- Not Provided - Add Service
§ 4.1.1.26	Multiple bid packages	- Not Provided - Add Service
§ 4.1.1.27	Historic preservation	- Not Provided - Add Service
§ 4.1.1.28	Furniture, furnishings, and equipment design	- Not Provided - Add Service
§ 4.1.1.29	Other services provided by specialty Consultants	{{{ ??? }}}}
§ 4.1.1.30	Other Supplemental Services	{{{ ??? }}}}

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.6 - BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components {{{ insert as appropriate i.e. disciplines not doing BIM }}}.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (2) visits to the site by the Architect during construction
- .3 1 visit to the site by Structural, Mechanical/Plumbing and Electrical during construction.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Zero (0) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the

Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration- NOT USED

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that

jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$67,540.00

- .2 Percentage Basis
(Insert percentage value)

(16.885) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated Sum per service or per Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	20,262.00	percent (30 %)
Construction Documents Phase	30,393.00	percent (45 %)
Procurement Phase	3,377.00	percent (5 %)
Construction Phase	13,508.00	percent (20 %)
Total Basic Compensation	one hundred percent (100.00 %)	

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The

rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A - Standard Hourly Rates or as noted below

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 179D(d)(4) Energy Tax Allocation for Designers of Buildings for Tax-Exempt Owners. Government and Nonprofit entities qualify as Tax-Exempt Building Owners. The Owner agrees to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, Section 179D, Notice 2008-40, and updates included in the Inflation Reduction Act of 2022. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the energy efficient design and construction of new or renovated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 and applicable updates included in the Inflation Reduction Act of 2022 provides that in the case of a government owned property (Federal, State or Local government or political subdivision), and qualifying not-for-profit entities, the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity, or a not-for-profit entity, and are therefore assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project. A designer may include, for example, an architect, engineer, environmental consultant, or energy services provider, who creates the technical specification [plans and specifications] for a new building, existing building renovation, or an addition to an existing building that incorporates an energy efficient property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

[X]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Standard Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: David De Angelis, City Administrator,
City of Lake Geneva

(Printed name and title)

ARCHITECT (Signature)

BY: Wesley Reynolds, AIA, Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:34:13 CDT on 06/18/2025.

Changes to original AIA text

PAGE 1

The project consists of the renovation of the existing program room and adjacent storage, mechanical, and public restroom spaces at Lake Geneva Public Library. The project will enlarge the program room, provide better accessibility, add exterior windows, and improve storage and room operations. Upgraded mechanical, electrical, plumbing, and telecommunications will be provided as part of this project. No new work will occur within the remaining library and the exterior improvements will be isolated to new window openings or infilling existing windows.

REMIT ALL PAYMENTS TO:

OPN Architects, Inc.

200 5th Avenue SE, Suite 201

Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)

Becky Ulferts (bulferts@opnarchitects.com)

PAGE 2

The project consists of the renovation of approximately 2000 GSF of existing program room and adjacent storage, mechanical, and public restroom spaces at Lake Geneva Public Library. No new work will occur within the remaining library and the exterior improvements will be isolated to new window openings or infilling existing windows.

PAGE 4

.2 Mechanical/Plumbing Engineer:

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars and Zero Cents (\$~~

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1,000,000.00) for each occurrence and ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ each accident, ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ each employee, and ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ policy limit.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ per claim and - ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ in the aggregate.

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

PAGE 7

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval project excludes schematic design as part of basic services as concept development and schematic design were included as previously completed work. This project will commence with Design Development.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

PAGE 8

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2. organizing and participating in selection interviews with prospective contractors;~~
- ~~3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and;~~
- ~~4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

PAGE 11

<u>Arial Narrow;font-size:10pt;">Supplemental Services</u>	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not Provided – Already Completed Scope</u>
§ 4.1.1.2 Multiple preliminary designs	<u>- Not Provided – Already Completed Scope</u>
§ 4.1.1.3 Measured drawings	<u>- Not Provided - Add Service</u>
§ 4.1.1.4 Existing facilities surveys	<u>- Not Provided - Add Service</u>
§ 4.1.1.5 Site evaluation and planning	<u>- Not Provided - Add Service</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>- Architect to LOD 300*</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>- Not Provided - Add Service</u>
§ 4.1.1.8 Civil engineering	<u>- Not Provided – Add Service</u>
§ 4.1.1.9 Landscape design	<u>- Not Provided - Add Service</u>
§ 4.1.1.10 Architectural interior design	<u>- Architect</u>
§ 4.1.1.11 Value analysis	<u>- Not Provided - Add Service</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>- Not Provided - Add Service</u>
§ 4.1.1.13 On-site project representation	<u>- Not Provided - Add Service</u>
§ 4.1.1.14 Conformed documents for construction	<u>- Not Provided - Add Service</u>
§ 4.1.1.15 As-designed record drawings	<u>- Not Provided - Add Service</u>
§ 4.1.1.16 As-constructed record drawings	<u>- Not Provided - Add Service</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>- Not Provided - Add Service</u>
§ 4.1.1.18 Facility support services	<u>- Not Provided - Add Service</u>
§ 4.1.1.19 Tenant-related services	<u>- Not Provided - Add Service</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>- Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>- Architect</u>
§ 4.1.1.22 Security evaluation and planning	<u>- Owner{{{ ??? }}}}</u>

§ 4.1.1.23	Commissioning	- Not Provided - Add Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided – Add Service
§ 4.1.1.25	Fast-track design services	- Not Provided - Add Service
§ 4.1.1.26	Multiple bid packages	- Not Provided - Add Service
§ 4.1.1.27	Historic preservation	- Not Provided - Add Service
§ 4.1.1.28	Furniture, furnishings, and equipment design	- Not Provided - Add Service
§ 4.1.1.29	Other services provided by specialty Consultants	{{{ ??? }}}
§ 4.1.1.30	Other Supplemental Services	{{{ ??? }}}

PAGE 12

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (2) visits to the site by the Architect during construction
- .3 ~~(1 visit to the site by Structural, Mechanical/Plumbing and Electrical during construction.~~
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

PAGE 13

- .4 ~~One (1)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~Zero (0)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of~~

law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. - **NOT USED**

PAGE 20

Design Development Phase	<u>20,262.00</u>	percent (<u>30</u>)	%
Construction Documents Phase	<u>30,393.00</u>	percent (<u>45</u>)	%
Procurement Phase	<u>3,377.00</u>	percent (<u>5</u>)	%
Construction Phase	<u>13,508.00</u>	percent (<u>20</u>)	%
Total Basic Compensation		one hundred percent (100.00 %)	

Employee or Category

Rate (\$0.00)

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§ 11.10.1.1 An initial payment of ~~(\$ Zero Dollars and Zero Cents (\$ 0.00)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(Sixty (60)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~% 1.50 % monthly~~

12.1 179D(d)(4) Energy Tax Allocation for Designers of Buildings for Tax-Exempt Owners. Government and Nonprofit entities qualify as Tax-Exempt Building Owners. The Owner agrees to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, Section 179D, Notice 2008-40, and updates included in the Inflation Reduction Act of 2022. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the energy efficient design and construction of new or renovated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 and applicable updates included in the Inflation Reduction Act of 2022 provides that in the case of a government owned property (Federal, State or Local government or political subdivision), and qualifying not-for-profit entities, the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity, or a not-for-profit entity, and are therefore assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project. A designer may include, for example, an architect, engineer,

environmental consultant, or energy services provider, who creates the technical specification [plans and specifications] for a new building, existing building renovation, or an addition to an existing building that incorporates an energy efficient property allowed under Section 179D.

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[] ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

†

[X] Other Exhibits incorporated into this Agreement:

Variable Information

PAGE 1

AGREEMENT made as of the day of in the year

City of Lake Geneva

Lake Geneva Public Library

626 Geneva ST

Lake Geneva, WI 53147

OPN Architects, Inc.

302 N Broom ST, Suite 100

Madison, WI 53703

Lake Geneva Public Library – Program Room Renovation

918 W Main ST

Lake Geneva, WI 53147

OPN Project Number: 246570000

PAGE 2

Renovation and expansion of existing program room, storage, and mechanical rooms.

\$400,000

PAGE 3

July – September 2025

December 2025

Anticipated May 2026

Competitive bid project to be under contract by end of year 2025.

Sustainable design strategies will be presented and evaluated throughout the design phase of the project. The project will not pursue LEED or any other sustainable building certifications or requirements.

David De Angelis

City Administrator, City of Lake Geneva

626 Geneva ST

Lake Geneva, WI 53147

cityadmin@cityoflakegeneva.gov

(262) 2483673

Emily Kornak

Library Director, Lake Geneva Public Library

918 W Main ST

Lake Geneva, WI 53147

(262) 2495283

N/A

PAGE 4

N/A

N/A

Wesley T. Reynolds, AIA, Principal

OPN Architects, Inc.

301 N Broom ST, Suite 100

Madison, WI 53703

wreynolds@opnarchitects.com

(608) 819-0260

Strategic Structural Design, LLC

725 Heartland Trail, Suite 201

Madison, WI 53717

mleiferman@strategicstructural.com

(608) 658-0436

Henneman Engineering Inc.

1241 John Q Hammons DR, Suite 503

Madison, WI 53717

dmeggers@henneman.com

(608) 833-7000

Henneman Engineering Inc.

1241 John Q Hammons DR, Suite 503

Madison, WI 53717

dmeggers@henneman.com

(608) 833-7000

N/A

PAGE 5

Attachment A – Lake Geneva Public Library – Architectural Proposal (Design Development through Construction Administration)

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ for each occurrence and ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ each accident, ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ each employee, and ~~(\$ Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00)~~ policy limit.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ per claim and ~~(\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00)~~ in the aggregate.

PAGE 11

4.1.1.6 - BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components {{{ insert as appropriate i.e. disciplines not doing BIM }}}.

N/A

PAGE 12

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

PAGE 13

.4 ~~One (1)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~Zero (0)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

[X] Litigation in a court of competent jurisdiction

PAGE 18

Not Applicable

Not Applicable

PAGE 19

\$67,540.00

(16.885) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Stipulated Sum per service or per Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00%), or as follows:

PAGE 20

Exhibit A - Standard Hourly Rates or as noted below

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

PAGE 21

Not Applicable

§ 11.10.1.1 An initial payment of ~~(\$ Zero Dollars and Zero Cents (\$ 0.00)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(Sixty (60)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~-%1.50 % monthly~~

☒ Other Exhibits incorporated into this Agreement:

Exhibit A - Standard Hourly Rates



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:34:13 CDT on 06/18/2025 under Order No. 20250107044 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(6852d4307c33a690e20f91fb)

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "06202025","06192025","06252025","06252025A","06272025"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
AMAZON CAPITAL SERVICES				
MAY2025	06/01/2025	INK FOR FAX MACHINE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	15.00
MAY2025	06/01/2025	INK FOR FAX MACHINE	61-00-00-53100 OFFICE SUPPLIES EXPENSE	14.99
MAY2025	06/01/2025	CREDIT MEMO	99-00-00-54100 LIBRARY ADULT MATERIALS	8.80-
MAY2025	06/01/2025	CREDIT MEMO	99-00-00-54150 LIBRARY PROGRAMS	34.64-
MAY2025	06/01/2025	CREDIT MEMO	99-00-00-54110 LIBRARY YOUTH MATERIALS	53.19-
MAY2025	06/01/2025	CREDIT MEMO-RETURNB LAPT	99-00-00-52110 GENERAL ADMIN EXPENSES	642.51-
MAY2025	06/01/2025	ADULT MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	27.96
MAY2025	06/01/2025	BRASS PLATE PICTURE FRAME	99-00-00-52110 GENERAL ADMIN EXPENSES	13.38
MAY2025	06/01/2025	CLEANING SUPPLIES REFUND	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	68.23-
MAY2025	06/01/2025	ADULT MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	65.93
MAY2025	06/01/2025	PROCESSING SUPPLIES	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	25.28
MAY2025	06/01/2025	PROGRAM SUPPLIES	99-00-00-54150 LIBRARY PROGRAMS	41.17
MAY2025	06/01/2025	MISC SUPPLIES	99-00-00-53500 LIBRARY MAINT SUPPLIES	128.70
MAY2025	06/01/2025	MISC SUPPLIES	99-00-00-53100 LIBRARY OFFICE SUPPLIES	244.61
MAY2025	06/01/2025	MISC SUPPLIES	99-00-00-55170 LIBRARY OUTREACH	1,412.50
MAY2025	06/01/2025	MISC SUPPLIES-DISCOUNT	99-00-00-55170 LIBRARY OUTREACH	16.80-
MAY2025	06/01/2025	MISC SUPPLIES	99-00-00-55170 LIBRARY OUTREACH	147.79
MAY2025	06/01/2025	ADULT MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	733.48
MAY2025	06/01/2025	MISC SUPPLIES	99-00-00-53500 LIBRARY MAINT SUPPLIES	310.52
MAY2025	06/01/2025	YOUTH MATERIALS	99-00-00-54110 LIBRARY YOUTH MATERIALS	920.93
MAY2025	06/01/2025	PROG	99-00-00-54150 LIBRARY PROGRAMS	281.60
MAY2025	06/01/2025	OFFICE SUPPLIES	99-00-00-53100 LIBRARY OFFICE SUPPLIES	133.86
MAY2025	06/01/2025	ADULT MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	510.32
MAY2025	06/01/2025	EMERGENCY CARE WORKBOO	11-22-00-55100 EMS TRAINING PAY	220.53
MAY2025	06/01/2025	GARDEN HOSE, SPRAY NOZZL	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	29.99
MAY2025	06/01/2025	MISC SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	70.50
MAY2025	06/01/2025	MISC SUPPLIES	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	259.63
MAY2025	06/01/2025	MISC SUPPLIES	11-22-00-53400 OPERATING SUPPLIES	16.08
MAY2025	06/01/2025	MISC SUPPLIES	11-22-00-51155 FIRE SAFETY/PUBLIC ED EXP	100.92
MAY2025	06/01/2025	MISC SUPPLIES-DISCOUNT	11-22-00-53990 FIRE MISCELLANEOUS EXP	3.88-
MAY2025	06/01/2025	MISC SUPPLIES-SHIPING	11-22-00-53120 POSTAGE EXPENSE	2.99
MAY2025	06/01/2025	DYMO LABEL WRITER	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	115.45
MAY2025	06/01/2025	DYMO LABELS	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	18.71
MAY2025	06/01/2025	SAND BAGS FOR CANOPY LEG	40-54-10-53100 BEACH OFFICE SUPPLIES	23.98
MAY2025	06/01/2025	WALL PLATES	50-00-00-58000 MISC/COMP EQUIP PURCHASES	14.24
MAY2025	06/01/2025	MISC SUPPLIES FOR COUNCIL	50-00-00-58000 MISC/COMP EQUIP PURCHASES	299.00
MAY2025	06/01/2025	POST ITS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	15.54
MAY2025	06/01/2025	DESK RECEIPT HOLDER	40-54-10-53100 BEACH OFFICE SUPPLIES	6.99
MAY2025	06/01/2025	ENTRANCE SIGNS, NOT AN EXI	40-54-10-53100 BEACH OFFICE SUPPLIES	35.84
MAY2025	06/01/2025	SECURITY CAMERA SIGN	40-52-10-53990 BUOY/STALL MISC. EXPENSES	8.54
MAY2025	06/01/2025	CLEANING SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	68.23
MAY2025	06/01/2025	5 NAME PLATES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	75.25
MAY2025	06/01/2025	WIRELESS KEYBOARD AND MO	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	47.19
MAY2025	06/01/2025	SHIPPING TAPE, BATTERIES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	28.48
MAY2025	06/01/2025	PRESENTATION CLICKER	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	15.33
MAY2025	06/01/2025	PENTAL GEL PENS	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	12.62
MAY2025	06/01/2025	MAGNETS	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	29.06
MAY2025	06/01/2025	MISC SUPPLIES	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	20.76
MAY2025	06/01/2025	BINDER CLIPS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	1.77
MAY2025	06/01/2025	3 RING BINDER, LEGAL PADS	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	66.08

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
MAY2025	06/01/2025	NAME PLATES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	296.19
MAY2025	06/01/2025	OFFICE SUPPLIES	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	35.38
MAY2025	06/01/2025	STAINLESS STEEL SCREW SHA	40-54-10-53520 BEACH MAINTENANCE SUPPLIES	55.17
MAY2025	06/01/2025	FILE FOLDERS	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	13.41
MAY2025	06/01/2025	NAME PLATES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	150.50
MAY2025	06/01/2025	4-85" TV'S COUNCIL CHAMBER	50-00-00-58000 MISC/COMP EQUIP PURCHASES	2,398.51
MAY2025	06/01/2025	4-TV MOUNTS	50-00-00-58000 MISC/COMP EQUIP PURCHASES	227.96
MAY2025	06/01/2025	KLEENEX, FLASH DRIVES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	65.04
MAY2025	06/01/2025	WIRELESS KEYBOARD AND MO	11-14-20-53100 CITY ADMIN OFFICE SUPPLIES	29.99

Total AMAZON CAPITAL SERVICES:

9,075.82

AT&T

25121-MAY	05/01/2025	MAY ETHERNET	11-21-00-52210 PD TELEPHONE EXPENSE	338.90
262248210206	06/13/2025	RIVIERA ELEVATOR	40-55-20-52210 RIVIERA ELEVATOR PHONE EXPENSE	205.12
262248226406	06/13/2025	FIRE DEPT	11-22-00-52210 FIRE TELEPHONE EXPENSE	421.94
262248456706	06/13/2025	POLICE-911 MODEM	11-21-00-52620 PD COMMUNICATION SYS MAINT FEE	427.44
262248471506	06/13/2025	CITY HALL-PORTS	11-16-10-52210 CITY HALL TELEPHONE	421.94
262248491306	06/13/2025	STREET FAX	11-32-10-52210 ST DEPT TELEPHONE EXPENSE	210.97
262248567106	06/13/2025	RIVIERA ELEVATOR	40-55-20-52210 RIVIERA ELEVATOR PHONE EXPENSE	210.97

Total AT&T:

2,237.28

AT&T LONG DISTANCE

816988240-05	06/04/2025	262-248-8617	61-00-00-53110 TELEPHONE EXPENSE	.28
816988240-05	06/04/2025	262-248-2789	48-00-00-52210 CEM TELEPHONE EXP	32.28
816988240-05	06/04/2025	262-248-6644	11-32-10-52210 ST DEPT TELEPHONE EXPENSE	83.25
816988240-05	06/04/2025	262-248-6075	11-22-00-52210 FIRE TELEPHONE EXPENSE	104.55
816988240-05	06/04/2025	262-248-7228	11-22-00-52210 FIRE TELEPHONE EXPENSE	12.03
816988240-05	06/04/2025	262-249-5282	99-00-00-52210 LIBRARY TELEPHONE EXP	59.27
816988240-05	06/04/2025	262-248-4809	11-21-00-52210 PD TELEPHONE EXPENSE	13.66
816988240-05	06/04/2025	262-248-4715	11-16-10-52210 CITY HALL TELEPHONE	2.67

Total AT&T LONG DISTANCE:

307.99

AT&T WISCONSIN

2616723018	06/11/2025	CITY HALL-PORTS- .45	11-16-10-52210 CITY HALL TELEPHONE	320.43
2616723018	06/11/2025	POLICE MAIN-PORTS- .45	11-21-00-52210 PD TELEPHONE EXPENSE	320.43
2616723018	06/11/2025	COURT MAIN-PORTS .05	11-12-00-52210 MUNICIPAL CT TELEPHONE	35.60
2616723018	06/11/2025	METER-PORTS- .05	42-34-50-52210 TELEPHONE EXPENSE	35.60
4781933019	06/11/2025	CITY HALL-LINES- .45	11-16-10-52210 CITY HALL TELEPHONE	214.27
4781933019	06/11/2025	POLICE MAIN-LINES- .45	11-21-00-52210 PD TELEPHONE EXPENSE	214.27
4781933019	06/11/2025	COURT MAIN-LINES- .05	11-12-00-52210 MUNICIPAL CT TELEPHONE	23.81
4781933019	06/11/2025	METER-LINES- .05	42-34-50-52210 TELEPHONE EXPENSE	23.81

Total AT&T WISCONSIN:

1,188.22

CHARTER COMMUNICATIONS

152474201061	06/14/2025	INTERNET SERV-JUNE 25	47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT	119.99
152474301061	06/14/2025	INTERNET SERV-JUN 2025	11-21-00-52210 PD TELEPHONE EXPENSE	359.99
152474401061	06/14/2025	INTERNET SERV- JUN 2025	11-16-10-52210 CITY HALL TELEPHONE	219.99

Total CHARTER COMMUNICATIONS:

699.97

CINDY PAPERFUS

6252025	06/25/2025	PARKING REIMB-LEAP CONF	11-21-00-53300 PD MILEAGE/TRAVEL	12.00
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Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CINDY PAPENFUS:				12.00
CITY OF LAKE GENEVA BID				
WAL CTY MAY	06/01/2025	WAL CTY S/A-MAY 2025	89-00-00-24700 DUE TO BID DISTRICT	234.48
Total CITY OF LAKE GENEVA BID:				234.48
CITY OF LAKE GENEVA POLICE DEPT				
6-25-25	06/25/2025	PETTY CASH-POSTAGE	11-21-00-53120 PD POSTAGE	55.40
Total CITY OF LAKE GENEVA POLICE DEPT:				55.40
DCR RESTAURANT GROUP				
06/18/25	06/18/2025	REFUND ON AMUSEMENT DEVI	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	80.00
Total DCR RESTAURANT GROUP:				80.00
DE LAGE LANDEN FINANCIAL SERVICES INC				
590479524	06/06/2025	COPIER- JUL 2025	11-22-00-53400 OPERATING SUPPLIES	291.81
Total DE LAGE LANDEN FINANCIAL SERVICES INC:				291.81
DEUTCH, JEN				
09/06/26	06/17/2025	RIVIERA DEPOSIT REFUND 09/0	40-55-10-46740 UPPER RIVIERA REVENUE	1,000.00
09/06/26	06/17/2025	RIVIERA RENTAL PARTIAL REF	40-55-10-46740 UPPER RIVIERA REVENUE	750.00
Total DEUTCH, JEN:				1,750.00
DUSKI, MARK				
2025PIERREN	06/20/2025	PIER UNDER REPAIR FOR 35 D	40-52-10-46770 BUOY & SLIP LEASES-CITY	1,496.60
Total DUSKI, MARK:				1,496.60
GEHRIS-PADRO, BETH				
BETH-6192025	06/20/2025	HEAT MITIGATION	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	57.92
Total GEHRIS-PADRO, BETH:				57.92
HAMILTON, BRIANNA				
05/31/25	06/17/2025	RIVIERA DEPOSIT REFUND 05/3	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
05/31/25	06/17/2025	RIVIERA SETUP FEE 05/31/25	40-55-10-46740 UPPER RIVIERA REVENUE	100.00-
Total HAMILTON, BRIANNA:				900.00
HINZPETER, COURTNEY				
062325	06/23/2025	PARKING REMIB-LEAP CONF	11-21-00-53300 PD MILEAGE/TRAVEL	15.00
Total HINZPETER, COURTNEY:				15.00
HOLFORD, KATHLEEN				
06/07/25	06/17/2025	RIVIERA DEPOSIT REFUND 06/0	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
06/07/25	06/17/2025	LESS LATE CHAIR PICKUP 06/0	40-55-10-46740 UPPER RIVIERA REVENUE	300.00-
Total HOLFORD, KATHLEEN:				700.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
JONES, HEATHER				
JULY 2025	07/01/2025	RIVIERA EVENTS COORDINATO	47-00-00-57212 RIVIERA MARKETING COORDINATOR	5,833.34
Total JONES, HEATHER:				5,833.34
KRAJOVIC, MICHAEL W.				
06/30/25	06/30/2025	HILMOOR CONSULTANT-06/30/2	11-62-01-59900 OTHER PROFESSIONAL SERVICES	1,500.00
Total KRAJOVIC, MICHAEL W.:				1,500.00
KYNELL, HOLLY				
KYNELL06252	06/25/2025	EMP CHK DEPOSITED TO CLSD	11-00-00-21590 OTHER PAYROLL DEDUCTIONS	606.22
Total KYNELL, HOLLY:				606.22
L&B MAINSTREET				
06/16/25	06/16/2025	REFUND ON ARCADE LICENSE	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	80.00
Total L&B MAINSTREET:				80.00
L.G. AXE THROWING LLC				
06/20/25	06/20/2025	REFUND ON AMUSEMENT DEVI	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	25.00
Total L.G. AXE THROWING LLC:				25.00
LEARMAN, CHRISTINE				
05/24/25	06/17/2025	RIVIERA DEPOSIT REFUND 05/2	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
05/24/25	06/17/2025	RIVIERA SETUP FEE 05/24/25	40-55-10-46740 UPPER RIVIERA REVENUE	150.00-
Total LEARMAN, CHRISTINE:				850.00
LEE, CORRINE				
06/15/25	06/17/2025	RIVIERA DEPOSIT REFUND 06/1	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total LEE, CORRINE:				1,000.00
MARTINS OLYMPIC RESTAURANT LLC				
06/16/25	06/17/2025	REFUND ON ARCADE LICENSE	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	100.00
Total MARTINS OLYMPIC RESTAURANT LLC:				100.00
MC PROPERTY MANAGEMENT				
MCPROPERT	06/23/2025	REFUND ON ARCADE LICENSE	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	100.00
Total MC PROPERTY MANAGEMENT:				100.00
NORTHWEST MOTORS				
06/25/2025	06/25/2025	2020 FORD TRANSIT CONNECT	43-32-10-17020 DPW CAPITAL PROJECTS	13,862.70
Total NORTHWEST MOTORS:				13,862.70
OFFICE PRO INC				
735335-0	06/18/2025	TOILET TISSUE	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	546.00
735335-0	06/18/2025	TOILET TISSUE	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	799.75
Total OFFICE PRO INC:				1,345.75

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
PAULY, KATHERINE				
06/06/25	06/17/2025	RIVIERA DEPOSIT REFUND 06/0	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
06/06/25	06/17/2025	RIVIERA SETUP FEE 06/06/25	40-55-10-46740 UPPER RIVIERA REVENUE	150.00-
06/06/25	06/17/2025	PIANO TUNING 06/06/25	40-55-10-46740 UPPER RIVIERA REVENUE	180.00-
Total PAULY, KATHERINE:				670.00
RENAISSANCE ROOFING INC				
25040094	04/18/2025	RIV BUILDING ROOF-PREPAY	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	7,950.00
Total RENAISSANCE ROOFING INC:				7,950.00
ROSS, ROBERT				
06/28/25	06/17/2025	RIVIERA DEPOSIT REFUND 06/2	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total ROSS, ROBERT:				1,000.00
SCHLITZ AUDUBON NATURE CENTER				
SCHLITZ-0623	06/18/2025	SCHLITZ AUDUBON EAGLES A	99-00-00-54150 LIBRARY PROGRAMS	490.00
Total SCHLITZ AUDUBON NATURE CENTER:				490.00
SECURIAN FINANCIAL GROUP INC				
LIFE JUL 2025	06/01/2025	LIFE-JUL-2025	11-10-00-51330 LIFE INSURANCE POLICY FEES	248.43
LIFE JUL 2025	06/01/2025	LIFE-JUL-2025	11-00-00-21340 LIFE INSURANCE DEDUCTION	3,105.54
LIFEJUL2025	06/01/2025	LIFE-JUL-2025	61-00-00-92630 LIFE INSURANCE EXPENSE	12.87
LIFEJUL2025	06/01/2025	LIFE-JUL-2025	62-00-00-92630 LIFE INSURANCE EXPENSE	17.24
LIFEJUL2025	06/01/2025	LIFE-JUL-2025	11-00-00-21340 LIFE INSURANCE DEDUCTION	284.20
Total SECURIAN FINANCIAL GROUP INC:				3,668.28
SHIRODA, CORTNEY				
062525	06/25/2025	FOOD EXP REIMB-FBI LEEDA	11-21-00-53990 PD MISCELLANEOUS EXP	142.02
Total SHIRODA, CORTNEY:				142.02
SLAYTON, JASMINE				
05/25/25	06/17/2025	RIVIERA DEPOSIT REFUND 05/2	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
05/25/25	06/17/2025	OUTSIDE CATERING DEPOSIT	40-55-10-46740 UPPER RIVIERA REVENUE	1,000.00
Total SLAYTON, JASMINE:				2,000.00
STANFIELD-DUNHAM, AMY				
06262025	05/27/2025	STORYBOOK YOGA	99-00-00-54150 LIBRARY PROGRAMS	300.00
Total STANFIELD-DUNHAM, AMY:				300.00
STOLFE, JOHN				
STOLFE-06232	06/18/2025	DRUMMING PROGRAM 06/23/20	99-00-00-54150 LIBRARY PROGRAMS	250.00
Total STOLFE, JOHN:				250.00
TRANS UNION LLC				
05511615	05/25/2025	TRUVA-EMPLOYMENT BACKGR	11-14-20-53990 CITY ADMIN MISC EXPENSE	31.62
05511615	05/25/2025	TRUVA-EMPLOYMENT BACKGR	11-21-00-54110 PD APPLICATION PROCESS	94.88

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total TRANS UNION LLC:				126.50
TREIBER, ASHLEY				
06/14/25	06/17/2025	RIVIERA DEPOSIT REFUND 06/1	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total TREIBER, ASHLEY:				1,000.00
WE ENERGIES				
5507439612	06/10/2025	UNIT A LIBRARY - 918 W MAIN S	99-00-00-52220 LIBRARY UTILITIES	32.15
5507570504	06/10/2025	UNIT B LIBRARY - 918 W MAIN	99-00-00-52220 LIBRARY UTILITIES	110.72
5509519279	06/11/2025	STORAGE BLDG-1067 CAREY S	11-22-00-52240 FIREHOUSE GAS HEAT	4.62
5509519279	06/11/2025	STORAGE BLDG-1067 CAREY S	11-21-00-52220 POLICE IMPOUND BLDG ELECTRIC	4.62
5509734809	06/11/2025	UNIT A RESTROOMS-918 W MAI	11-52-00-52240 PARKS GAS HEAT	9.24
Total WE ENERGIES:				161.35
Grand Totals:				62,163.65

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "06202025","06192025","06252025","06252025A","06272025"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "07022025","07022025A"

Invoice Detail.GL account (2 Characters) = {<>} "61"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
A.J. ANICH LUMBER COMPANY				
120484S	06/18/2025	LOADER ROD	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	33.84
Total A.J. ANICH LUMBER COMPANY:				33.84
ADAMS PLUMBING LLC				
200953	04/22/2025	VETERANS PARK WOMENS RE	11-52-01-53500 BLDG MAINT & REPAIR	330.46
202046	05/21/2025	SEMINARY PARK	11-52-00-53990 PARKS MISCELLANEOUS EXPENSES	2,500.00
202046	05/21/2025	SEMINARY PARK	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,129.90
203891	05/30/2025	HOT WATER HEATER	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	12,011.99
Total ADAMS PLUMBING LLC:				16,972.35
ALL PRO CLEANING SYSTEMS				
4697	06/12/2025	6X WEEK CLEANING-MAY-JUNE	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	2,293.00
Total ALL PRO CLEANING SYSTEMS:				2,293.00
APG SOUTHERN WISCONSIN				
REIMB.-CHEE	06/20/2025	PROMO GRANT REIMBURSEME	47-70-00-57150 PROMOTIONAL GRANT	10,000.00
Total APG SOUTHERN WISCONSIN:				10,000.00
ASSOCIATED APPRAISAL CONSULTANTS INC				
181098	07/01/2025	JULY 2025 ASSMT SRVCS	11-15-40-52100 ASSESSOR CONTRACTED SERVICES	3,645.83
Total ASSOCIATED APPRAISAL CONSULTANTS INC:				3,645.83
AURORA QUICK CARE LLC				
238-CI0000829	06/13/2025	EMP CLINIC MAY 2025	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	3,000.00
Total AURORA QUICK CARE LLC:				3,000.00
BANDA-CERVANTES, JORGE TULIO				
BM500467-2	06/19/2025	REFUND_BM500467-2	11-12-00-45100 COURT PENALTIES & FINES	134.50
Total BANDA-CERVANTES, JORGE TULIO:				134.50
BATZNER PEST CONTROL				
78800457	06/23/2025	PEST CONTROL-JUNE 2025	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	65.00
Total BATZNER PEST CONTROL:				65.00
BUMPER TO BUMPER				
662-500252	05/28/2025	LIFT PUMP	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	74.79
Total BUMPER TO BUMPER:				74.79
CITY ELECTRIC SUPPLY-MA				
LKG/106529	06/23/2025	KLEIN KURVE STRIPPER/ CUTT	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	20.97

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
LKG/106529	06/23/2025	STREET LIGHT REPAIRS	11-34-10-52610 STREET LIGHTS REPAIRS	73.24
Total CITY ELECTRIC SUPPLY-MA:				94.21
COLUMN SOFTWARE PBC				
3343CED0-000	06/03/2025	BID NOTICE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	142.27
C233007-0058	05/28/2025	CC MIN 05.12.25	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	253.87
C2330076-005	05/30/2025	ALC LIC RNWLS-2	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	86.98
C2330076-006	06/06/2025	ALC LIC RNWL-3	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	38.09
C2330076-006	06/10/2025	RES 25-R37 FNL SDWLK	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	101.31
C2330076-006	06/10/2025	CC MIN 05.27.25	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	120.69
C2330076-006	06/24/2025	CC MIN 06.09.25	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	131.65
C2330076-006	06/24/2025	ORD 25-09	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	17.02
Total COLUMN SOFTWARE PBC:				891.88
CROWLEY CONSTRUCTION CORPORATION				
13794	06/13/2025	SEMINARY PARKING LOT- 2024	43-32-10-17010 STREET IMP PROGRAM	3,160.00
Total CROWLEY CONSTRUCTION CORPORATION:				3,160.00
DEMCO INC.				
7661547	06/20/2025	BOOK MOBILE-SLOPING SHELF	43-99-00-17010 LIBRARY CAPITAL PROJECTS	3,577.94
Total DEMCO INC.:				3,577.94
DUNN LUMBER				
2049988	06/18/2025	RAIN GUAGE	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	22.99
2051026	06/19/2025	KNIFE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	11.99
2051117	06/19/2025	GATE OPENER BATTERIES, RA	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	43.97
2052217	06/20/2025	KEY CUT, RUST STAIN REMOVE	11-52-00-53400 PARKS OPERATING SUPPLIES	32.77
2054347	06/23/2025	GRASS CUTING BLADE	11-52-00-53400 PARKS OPERATING SUPPLIES	41.98
Total DUNN LUMBER:				153.70
ELKHORN NAPA AUTO PARTS				
369452	06/18/2025	TRUCK 18 CORE DEPOSIT	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	148.93
369455	06/18/2025	BATTERY CABLE BRUSH	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	10.74
Total ELKHORN NAPA AUTO PARTS:				159.67
FAIRWYN SB INC				
1525 N STONE	06/17/2025	DEVELOPER PYMT-1525 N STO	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				3,500.00
GENEVA LAKE WOMENS ASSOCIATION				
REIMB.-06252	06/25/2025	GRANT REIMB. WOMANS ASSO	47-70-00-57150 PROMOTIONAL GRANT	19,033.48
Total GENEVA LAKE WOMENS ASSOCIATION:				19,033.48
GFC LEASING-WI				
101029398	06/16/2025	INK FOR PRINTER FEE JULY 20	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	247.81
Total GFC LEASING-WI:				247.81

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GFL ENVIRONMENTAL				
V20000016573	06/15/2025	ST SWEEPINGS DISPOSAL	11-36-00-52960 SOLID WASTE-STREET DEPT	1,824.66
Total GFL ENVIRONMENTAL:				1,824.66
GLEN FERN CONSTRUCTION LLC				
25-137	06/20/2025	RENOVATE DUMPSTER ENCLO	99-00-00-53500 LIBRARY MAINT SUPPLIES	2,740.00
Total GLEN FERN CONSTRUCTION LLC:				2,740.00
IMPRESSIONS COUNT PRINTING INC				
235134	05/12/2025	AVIAN GRANT	47-70-00-57150 PROMOTIONAL GRANT	298.61
Total IMPRESSIONS COUNT PRINTING INC:				298.61
INGRAM BOOK COMPANY				
88750841	06/18/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.89
88750841	06/18/2025	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	35.54
88750842	06/18/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	2.23
88750842	06/18/2025	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	52.45
88750843	06/18/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	2.10
88750843	06/18/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	25.19
88830051	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	50.60
88830051	06/24/2025	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	457.70
88830052	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	7.92
88830052	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	109.09
88830053	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.32
88830053	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	17.66
88830054	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	275.21
88830054	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	11.22
88830055	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	.09
88830055	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	27.89
88830056	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	.09
88830056	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	25.16
88838039	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.47
88838039	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	61.52
88838040	06/24/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	.33
88838040	06/24/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	30.06
Total INGRAM BOOK COMPANY:				1,200.73
JERRY WILLKOMM INC				
319874	06/11/2025	1860.0 GALLONS	11-32-10-53410 VEHICLE-FUEL & OIL	5,615.34
Total JERRY WILLKOMM INC:				5,615.34
JUNIOR LIBRARY GUILD				
721463	06/16/2025	YOUTH BOOKS-SPANISH	99-00-00-54110 LIBRARY YOUTH MATERIALS	249.78
Total JUNIOR LIBRARY GUILD:				249.78
LAKE GENEVA UTILITY				
1525 N STONE	05/23/2025	1525 N STONE RIDGE DR	45-00-00-24520 WATER IMPACT FEES	2,530.00
1525 N STONE	05/23/2025	1525 N STONE RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	4,103.00
187178	06/24/2025	SEASONAL METERS SERVICE	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	175.00
80 GENEVA S	06/02/2025	80 GENEVA SQ	45-00-00-24520 WATER IMPACT FEES	4,048.00
80 GENEVA S	06/02/2025	80 GENEVA SQ	45-00-00-24530 SEWER IMPACT FEES	6,564.80

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LAKE GENEVA UTILITY:				17,420.80
MARLIN PRINTING				
680544	06/16/2025	#10 WINDOW ENVELOPES	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	138.00
680545	06/16/2025	#10 WINDOW ENVELOPES	42-34-50-53100 OFFICE SUPPLIES	135.30
680545	06/16/2025	#10 WINDOW ENVELOPES	11-15-10-53100 ACCTG OFFICE SUPPLIES	135.30
680545	06/16/2025	#10 WINDOW ENVELOPES	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	69.70
680545	06/16/2025	#10 WINDOW ENVELOPES	42-34-50-53100 OFFICE SUPPLIES	69.70
Total MARLIN PRINTING:				548.00
MIDWEST TAPE LLC				
507312472	06/12/2025	AUDIO ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	47.98
507344498	06/19/2025	ADULT AUDIO BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	148.97
507344498	06/19/2025	AUDIO BOOKS/ PROCESSING C	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	5.97
Total MIDWEST TAPE LLC:				202.92
NORTHWIND PERENNIAL FARM				
11448	06/25/2025	GARDEN CARE JUNE 2025	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	880.00
Total NORTHWIND PERENNIAL FARM:				880.00
OFFICE PRO INC				
735550-0	06/19/2025	TOILET PAPER, PAPER TOWEL,	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	95.10
735550-1	06/24/2025	HAND SOAP PINK LOTION	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	41.97
Total OFFICE PRO INC:				137.07
QUALITY STATE OIL				
251640612	06/13/2025	212.5 GAL OFF RD	11-32-10-53410 VEHICLE-FUEL & OIL	558.88
251640613	06/13/2025	328.7 GAL ON RD	11-32-10-53410 VEHICLE-FUEL & OIL	958.48
251700419	06/19/2025	212.5 GAL ON RD	11-32-10-53410 VEHICLE-FUEL & OIL	657.90
Total QUALITY STATE OIL:				2,175.26
QUILL LLC				
44453486	06/09/2025	COPY PAPER, TOWELS, PAPEE	99-00-00-53100 LIBRARY OFFICE SUPPLIES	216.24
Total QUILL LLC:				216.24
RHYME BUSINESS PRODUCTS				
39412643	06/09/2025	KYOCERA TASKALFA508CI JUN	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	168.34
Total RHYME BUSINESS PRODUCTS:				168.34
SCHERRER CONSTRUCTION CO INC				
7201	06/16/2025	NORTH WALL TUCK POINTING	43-32-10-17020 DPW CAPITAL PROJECTS	30,528.00
Total SCHERRER CONSTRUCTION CO INC:				30,528.00
SHERWIN WILLIAMS				
5038-9	06/18/2025	PAINT SKATEPARK	11-52-00-53520 GROUNDS MAINT SUPPLIES	205.28
5329-1	06/19/2025	PAINT- SKATEPARK	11-52-00-53520 GROUNDS MAINT SUPPLIES	7.81
5347-3	06/19/2025	PAINT FOR SKATE PARK	11-52-00-53520 GROUNDS MAINT SUPPLIES	199.75

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total SHERWIN WILLIAMS:				412.84
SIGNATURE SIGNS LLC				
6223	05/30/2025	PARKING SIGNS, NO BOAT TRA	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	450.00
Total SIGNATURE SIGNS LLC:				450.00
SYSTEMS DESIGN				
27489	06/12/2025	IRRIGATION SPRING START UP	62-00-00-93000 MISCELLANEOUS GENERAL EXP	290.24
27490	06/12/2025	IRRIGATION SPRING START UP	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	465.05
27493	06/12/2025	LIBRARY PARK MAINTENANCE	11-52-00-53520 GROUNDS MAINT SUPPLIES	746.97
Total SYSTEMS DESIGN:				1,502.26
THE KNOT WORLDWIDE INC.				
NV7875912552	06/13/2025	VENUE ADVERTISEMENT	40-55-10-53160 PUBLICATIONS & PROMOTIONS	854.70
Total THE KNOT WORLDWIDE INC.:				854.70
ULINE INC				
193036508	05/19/2025	PANEL RACK BINS	40-54-10-53520 BEACH MAINTENANCE SUPPLIES	154.95
Total ULINE INC:				154.95
WALWORTH COUNTY CLERK				
APRIL ELECTI	06/10/2025	2025 SPR ELECT COSTS	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	884.05
Total WALWORTH COUNTY CLERK:				884.05
WALWORTH COUNTY SHERIFF				
134417	06/09/2025	PRISONER CONFINEMENT-MAY	11-12-00-52900 CARE OF PRISONERS	165.00
Total WALWORTH COUNTY SHERIFF:				165.00
WI DEPT OF ADMINISTRATION				
505-00001024	06/13/2025	TEACH SERVICES-INTERNET A	99-00-00-52110 GENERAL ADMIN EXPENSES	600.00
Total WI DEPT OF ADMINISTRATION:				600.00
WT COX INFORMATION SERVICES				
3149428	06/16/2025	ANNUAL MAGAZINE & NEWSPA	99-00-00-54100 LIBRARY ADULT MATERIALS	476.38
Total WT COX INFORMATION SERVICES:				476.38
YMCA				
07012025	06/16/2025	BIMONTHLY PMT JULY/AUGUST	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	10,609.00
Total YMCA:				10,609.00
Grand Totals:				147,352.93

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.
- Invoice.Batch = "07022025","07022025A"
- Invoice Detail.GL account (2 Characters) = {<>} "61"



Memo

To: Finance, License and Regulation Committee

From: David De Angelis, Administrator

Date: June 25, 2025

RE: Hwy 50 Appraisal services

Please find for your review the services agreement for appraisal and acquisition services for the highway 50 project. The City was required by DOT process to send out at least 3 requests for proposals from a preapproved list for this work and we sent out 9 requests recognizing that the time frame was short and may be difficult to find someone who could accommodate the work load of getting this completed by the end of 2025. To that end we only received the one proposal back from Southern Wisconsin Appraisal for \$102,800. This proposal has been sent to the DOT and they have accepted it as appropriate.

It is my recommendation this be forwarded to the Common Council for approval.

Please let me know if you have any questions.

Southern Wisconsin Appraisal

A DIVISION OF G A BOCK AND ASSOCIATES



Mr. Tom Earle
City of Lake Geneva
Department of Public Works
1065 Carey Street
Lake Geneva, WI 53147

May 30, 2025

Delivered electronically to tearle@cityoflakegeneva.com.

Re: Project 3170-09-20 (STH 50, W Main Street Project)
Proposal for Right-of-Way Appraisal and Acquisition Services

Dear Mr. Earle,

Southern Wisconsin Appraisal is able to provide the City of Lake Geneva with Real Estate Appraisal, Negotiation, and Acquisition services for the STH 50, W Main Street Project (Project ID 3170-09-20).

Our office is a full-time real estate appraisal and acquisition firm specializing in condemnation appraisal and acquisition. We have spent the last 30-years working primarily within the eminent domain discipline, with our key staff having over 150-years of combined experience in eminent domain appraisal and acquisition services for Federal, State, and Local Governmental agencies. We have completed projects for WisDOT, as well as numerous municipalities across Wisconsin, including Local Public Agency (LPA) Projects and Connecting Highway Projects.

We are knowledgeable in WisDOT real estate procedures, expectations, and requirements. All work completed for this project is to be in compliance with the Scope of Work specified within the enclosed RFP document, Wis. Stat. section 32.09, the WisDOT Real Estate Program Manual, LPA guidelines and standards, USPAP, the Uniform Act of 1970 and applicable eminent domain laws.

Our firm provides high quality services that go above and beyond the basic requirements. Our attention to detail and timely completion help in our appraisal practice, and in negotiating with the general public. Our dedication to our work is seen by both our clients and by property owners. We have a fully trained and experienced staff immediately available to complete the work needed and will commit the time and efforts required to complete this project on schedule.

Our office maintains a Project Status Report for each project and shares this report with the acquiring agency to provide updates from the appraiser's first inspection to the completion of acquisition on a parcel-by-parcel basis. Communication between our office and the acquiring agency is prioritized to assure timely completion of the project, and we encourage reoccurring meetings. All appraisals are internally reviewed for accuracy, math, and grammatical errors prior to submittal. Our office prioritizes complex parcels during the beginning stages of the process to ensure ample time is available to address any complications which may arise. Our office maintains READS documentation to allow an effective and swift way to provide constant project updates and documents throughout the life of the project.

We are immediately available to start work on this project. Based on the current scope of the work for the project, we anticipate that appraisals will be submitted shortly after project staking, and that all acquisitions will be completed by December 1, 2025.

The services and fees do not include post-appraisal services for litigation, including pretrial conferences with legal counsel, depositions, any court testimony, preparation time therefore, and travel expenses. Such services are available upon mutual agreement should they be required.

As specified and allocated within the enclosed RFP document, and based on the information that twenty-eight (28) parcels are expected to be acquired, the total cost for the services required to complete this project is \$102,800.

Resumes for our key staff are also enclosed within this proposal. Additional information is available upon request. Thank you for your interest in our company. We look forward to your response.

Sincerely,



Gene A. Bock, SRA, CRA
Wisconsin Certified General Appraiser #311-010
Senior Appraiser, Southern Wisconsin Appraisal

Enc: RFP with bid tab & key staff resumes.

Accepted on behalf of City of Lake Geneva:

Print Name:_____

Title:_____

Date:_____



Request for Proposals
Appraisal, Acquisition and Negotiation Services for Right of Way Required for
W Main Street (City of Lake Geneva)
WisDOT R/W Project Number 3170-09-20
May 13th, 2025

Electronic Request for Proposals (RFP) are being accepted for real estate appraisal, acquisition and negotiation services for the above project and will be received through the City of Lake Geneva, 626 Geneva Street until **Friday May 30th, 2025 at 5:00 P.M.**

The City of Lake Geneva seeks experienced firms interested in performing real estate appraisals, acquisition and negotiation services for public right-of-way uses. Selected firms should expect to start immediately upon a signed contract. The current schedule for start of construction is 2027 and real estate needs would be completed December 2025. The evaluation of proposals will be based on proposed timeline and lowest cost that best meet the needs of the project. The contract start date is expected to be July 1, 2025.

The City seeks a firm with a proven track record of working with WisDOT real estate procedures, and which is familiar with the WisDOT process and requirements.

The City of Lake Geneva reserves the right to waive any informalities or technicalities and to reject any and all RFPs, or parts thereof, deemed to be unsatisfactory or not in the City's best interest.

General RFP Information

1. The City of Lake Geneva requires a high level of service from any firm who is looking to do business with the City. Quality, service, and price are all critical factors that The City of Lake Geneva considers when doing business and in continuing business with firms. This is especially important when it comes to the requirements of this request. Dissatisfaction of any sort may result in the City of Lake Geneva discontinuing service with a firm.
2. The City of Lake Geneva is a tax-exempt municipality under Wis. Stat. 77.54(9a)(b).
3. Successful firm shall provide a certificate of insurance upon award as per the requirements of EXHIBIT B attached. Proof of Insurance is required when award is made.
4. All proposals shall be binding for one hundred twenty (120) calendar days following the proposal opening date unless the firm(s), upon the request of the City, agrees to an extension.
5. Payment for services will be made to successful firm contingent upon owners' acceptance and approval of all work done and/or products provided or services rendered. Acceptance as herein means acceptance

by the City of all work performed or products provided and services rendered, after the departments authorized agent has found it to be in compliance with the specification requirement. Mileage, fuel surcharges or surcharges of any kind will not be allowed.

6. Firms may withdraw their proposal at any time before the RFP due date and time.
7. Standard Terms and Conditions are included with this request and are hereby made a part of it.
8. Firms (including any subcontractors they may use) responding to this request must be able to provide all services specified. Partial responses to this request are not allowed.
9. No reimbursement will be made by the City for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
10. Questions regarding this RFP should be addressed to Tom Earle in writing via email at: tearle@cityoflakegeneva.com. Deadline for questions regarding the RFP are due **Friday May 23rd, 2025 at 3:00 P.M.** Answers to questions asked will be shared with all consultants. Answer to questions and any additional information and/or clarification(s) regarding this RFP will be emailed to all consultants by **Tuesday, May 27th, 2025**.
11. All materials submitted in conjunction with this request may be subject to public inspection pursuant to Wisconsin Public Records Law Wis. Stat 19.31-19.39. Information contained within the submitted materials that are alleged to be confidential or proprietary in nature, or that are alleged to be trade secrets as defined in Wis. Stat. 134.90(1)(c), shall be clearly marked as such. Submissions shall not contain a blanket confidentiality clause. Marking materials as confidential, proprietary, or as trade secrets does not guaranty that these materials will not be released pursuant to a lawful open records request. The City of Lake Geneva generally will not release information contained in a submission until a contract has been fully executed.
12. Firms responding to this request are to provide with their proposal, a proposed contract covering all the terms, conditions and specifications for the performance of all services for this request.
13. The work in this contract shall not be assigned without written permission of the City of Lake Geneva. The City of Lake Geneva must approve any subcontracted providers that are hired by the selected provider.
14. The selected provider shall indemnify, hold harmless and defend the City of Lake Geneva, its officers, agents, and employee from and against all claims, damages, losses, and expense, including attorneys' fees arising out of or resulting from the performance of the work under the contract.
15. It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship will be established under the terms and conditions of the agreement; that employees of the selected service provider are not nor shall be deemed employees of the City of Lake Geneva and that employees of the City of Lake Geneva are not nor shall be deemed to be employees of the selected service provider.
16. Each firm, by submitting a response, certifies that it is not a party to any collusive action with the City of Lake Geneva personnel or with any other party submitting a proposal in response to this solicitation.
17. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in Circuit Court.

Scope of Work

Real Estate Appraisal Services

The City of Lake Geneva is seeking experienced firm to complete property appraisals based on the real estate needs for the construction proposed on W. Main Street (STH 50) from Forest Street to Grand Geneva Way in the City of Lake Geneva. Exhibit A includes the plat of survey and schedule of lands and interests required for the project.

Appraisals shall meet WisDOT standards as noted below:

(1) Appraisal activities:

CONSULTANT will complete assigned appraisal(s) and submit a draft for review to the Wisconsin Department of Transportation (DEPARTMENT) on or before dates set forth in this scope of services. Any extension to time or deadlines must be expressly granted in writing by DEPARTMENT through formal amendment.

DEPARTMENT shall furnish the CONSULTANT with the appraisal scoping checklist, right-of-way plats, legal descriptions, title work and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. CONSULTANT shall assume responsibility for the completeness, accuracy and applicability of appraisal-type information, sales or other data obtained by the CONSULTANT from any source and used in the appraisal report.

NOTE: Any and all costs of obtaining information (such as estimates for cost to cure, etc.) desired or required for completing a professional appraisal must be included in the appraisal bid exhibit.

CONSULTANT is required to use DEPARTMENT's Real Estate Automated Data System (READS) to manage and complete work as part of this scope of services and Work Order Agreement. CONSULTANT will use READS to submit reports. Approval for READS access is required prior to submitting appraisal reports to DEPARTMENT. Once approved for READS access, CONSULTANT will log into READS and follow procedures for submitting reports via READS. CONSULTANT shall label each report whether it is a Draft, Revision or Final. All versions of each report must be submitted through READS; reports will remain indefinitely.

CONSULTANT agrees to provide the appraisal report in accordance with the requirements of state and federal law and policy as described by the DEPARTMENT in [Chapter 2 of the Real Estate Program Manual \(REPM\)](#).

CONSULTANT agrees to address/respond to all written requests for revisions or clarifications made by a DEPARTMENT review appraiser within ten (10) business days. Upon notice of acceptance of the report from a DEPARTMENT review appraiser, CONSULTANT will forward one (1) hard copy of the accepted final report to the regional office within five (5) business days. CONSULTANT must also ensure final accepted version is uploaded into READS and is clearly marked as "Final."

CONSULTANT agrees to prepare appraisal reports using font sizes no smaller than 10 point with maps scaled for optimal readability.

CONSULTANT agrees to perform quality control checks prior to submitting first appraisal reports to DEPARTMENT, including checking for and correcting spelling, grammar, mathematical and errors. CONSULTANT shall reduce color depth and/or resolution on all photos prior to inserting into appraisal and prior to creating PDF for submittal to DEPARTMENT (256 colors and 200 dots per inch [dpi]) is generally acceptable). No appraisal or Sales Study should exceed 0.40 MB per page.

The CONSULTANT appraiser who signs the appraisal must inspect the property being appraised and make every reasonable effort to meet with the owner(s), including multiple attempts to reach them if the first attempt is not successful. Specific tasks performed by each appraiser must be described in the report. An appraisal report can be co-signed by an appraiser trainee if they helped prepare the report. If a relocation is anticipated on the property resulting in a displaced person designation, CONSULTANT must contact the assigned relocation specialist to coordinate a walk-through meeting. The CONSULTANT must invite the relocation specialist to their appraisal inspection for all relocations.

By executing and agreeing to this Work Order, CONSULTANT acknowledges and agrees that DEPARTMENT approval of an appraisal under this Work Order and having an appraisal master contract with the DEPARTMENT does not constitute the DEPARTMENT's endorsement of any appraisal opinion or methodology produced in any context or in any other appraisal report or in any subsequent context or appraisal report. All appraisal reports or methodologies under contract with the DEPARTMENT are reviewed independently through an appraisal review process.

The parties also agree to all materials as referenced and attached as part of the 'Bid Tabulation' documents to be annexed and made a part of this Work Order as appropriate.

(2) Appraisal formats:

Explanation of DEPARTMENT appraisal formats is provided in the REPM [Chapter 2](#) and/or [Chapter 6](#). Examples of all current approved and acceptable forms and appraisal format types are viewable from [REPM/Forms](#) website found on the DEPARTMENT's website. Determination of appraisal format should be made using the information provided by the DEPARTMENT in the appraisal scope of work checklist, which is attached and made a part of this Work Order. It is expected that the most appropriate format would be an **Abbreviated Standard** appraisal report.

(3) Sales Study:

An acceptable Sales Study will adhere to the requirements described in [REPM Chapter 2](#) and use the template provided by the DEPARTMENT on the REPM/[Forms](#) website. All Sales Study reports must be submitted through READS.

(4) Review appraisal:

A review appraiser will conduct a review of the appraisal using the Appraisal Review (RE2128 - READS template) via READS as a guide to determine if the appraisal is acceptable. The Appraisal Review - Surplus Parcel (RE1009 - READS template) will be used where applicable.

(5) Standards, conduct and rule:

Any CONSULTANT serving as a fee appraiser must recognize and uphold standards, conduct and rules specific to a professional licensed/certified appraiser and the appraisal profession. Per USPAP, Standards Rule 1-1 (c): *"In developing a real property appraisal, an appraiser must... not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affects the credibility of those results."* Standards, conduct and rules shall be, first, in accordance with USPAP. Second, all CONSULTANTS are required to understand and uphold state and federal rules and laws of standards of practice and conduct governing the appraisal profession and the policies of WisDOT. CONSULTANTS are required to have knowledge of DEPARTMENT policy and procedural documents, manuals and guides, such as the Facilities Development Manual (FDM) and the REPM.

(6) Non-payment for difference of professional opinion:

DEPARTMENT may not exercise a right to retain any portion of a CONSULTANT fee for matters involving only differences of professional opinion.

(7) Coordination activities and business fixture appraisals, as needed:

CONSULTANT must coordinate with DEPARTMENT staff regarding inclusion of fixtures as real property in the appraisal to avoid duplication and confusion. A separate fixture appraisal report may be required for a business relocation for certain properties. CONSULTANTS must attend the on-site inspection meeting with a fixture appraiser, the acquisition agent and relocation agent.

(8) Miscellaneous, general project management, and Division of Transportation System Development, Bureau of Technical Services-Real Estate (DTSD/BTS-RE) required activities:

Processes, policy and procedures: All provisions and language included in the Standard Provisions is hereby referenced and made a part of this Work Order Agreement. DEPARTMENT agrees to keep CONSULTANT informed of changing department processes, procedures and policies. The REPM is located on the [WisDOT](#) website, under [Doing business/Structure and roadway resources](#), [Real Estate](#). CONSULTANT must stay alert to industry trends, professional standards, state and federal rules and laws, and must adopt changes and adhere as appropriate.

READS: CONSULTANT must be able to access and use READS to create, maintain and complete all required project information, processes and processing activities associated with each scope of services under this Work Order. CONSULTANT shall enter and maintain READS information in a timely, complete and accurate manner.

Real Estate forms: For any required forms not available in READS, the [REPM/Forms](#) website will have a fill-ready 'paper only' version available for immediate use. Any exception to using approved current standard DEPARTMENT forms requires prior and special permission by the assigned BTS-RE review appraiser on an individual, as needed basis.

Consultant staff: All staff and/or sub-consultants who will be assigned to perform any part of the work on this project must be clearly identified and named as a part of this Work Order Agreement. Only staff and/or sub-consultants named and approved for their credentials as described in your original Notice of Interest (NOI) solicitation materials should be included on any Work Order Agreement.

Staff changes: BTS-RE must review and approve any new staff who CONSULTANT intends to include as a part of any new Work Order Agreement. If an individual(s) was not originally named or included as part of the NOI solicitation materials, the individual must complete the appropriate and related Capability Statement form(s) from the following areas: Acquisition/ Negotiation [[RE1040](#)]; Appraisal [[RE1041](#)]; and, Relocation [[RE1042](#)]. Each individual(s) seeking first time approval must complete the appropriate Capability Statement form(s) and receive a separate written approval from BTS-RE prior to beginning any work on a WisDOT/Real Estate project.

Real Estate Acquisition/Negotiation Services

(1) Acquisition/negotiation activities:

CONSULTANT shall supply individual parcel folders to DEPARTMENT at the time of parcel closing (but no later than 60 days after closing), with all appropriate and applicable files/docs included and in the order described here:

- | | |
|--|---|
| 1) Negotiation Diary | 13) Nominal Parcel Payment Report |
| 2) Owner Information Sheet | 15) Property inventory reports |
| 3) Copies of all recorded conveyances | 16) Most recent correspondence on top) |
| 4) Original recorded Partial Release of Mortgage or waiver | 17) Approved Offering Price Report |
| 5) Statement to Construction Engineer | 18) Appraisal Report |
| 6) Recorded Jurisdictional Offer | 19) Legal description |
| 7) Payment Request | 20) Introduction letter |
| 8) Purchase Agreement | 21) Title work |
| 9) Administrative Revision | 22) All other miscellaneous documents |
| 10) Closing Statement | |
| 11) Disposition of RE tax, pro-rated | Note: IRS forms and related personal information is confidential and should be handled appropriately. |
| 12) Nominal Payment – Waiver of Appraisal | |

CONSULTANT shall send an introduction letter and the brochure to each parcel owner entitled, “Rights of Landowners Under Wisconsin Eminent Domain Law” (available to download from web in [English](#) only).

DEPARTMENT may meet with CONSULTANT prior to initiation of negotiations to review any material or process pertinent to acquisition process. DEPARTMENT will make available the following as necessary:

- | | |
|---|--|
| Administrative Revision forms | Revised Offering Price forms |
| Construction plans, profiles and cross sections | Required tax forms (see www.irs.gov) |
| Design Study Report | "Rights of Landowners" brochure (web link) |
| Purchase Agreement forms | Right of way plats |

If nominal payment parcels are to be negotiated as part of this contract, DEPARTMENT shall determine which parcels qualify as nominal parcels and identify such parcels. CONSULTANT will determine the potential offering prices for all nominal parcels and provide DEPARTMENT a completed report listing those nominal values for review and approval. CONSULTANT shall submit a copy of the property owner’s appraisal report along with a recommendation for payment or non-payment, to DEPARTMENT for review.

When revised offers or administrative revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, CONSULTANT shall attempt to secure a purchase agreement from owner subject to approval by DEPARTMENT in the case of a minor adjustment. When a significant increase is involved, CONSULTANT shall set up a conference with DEPARTMENT to discuss proposed settlement prior to making any commitments to property owner. CONSULTANT should be prepared to present a recommendation and justification by means of current available factual data. In either event, CONSULTANT will formally submit an administrative revision or a revised offer to DEPARTMENT for approval. CONSULTANT shall submit to DEPARTMENT a progress report or progress reports as appropriate.

If nominal payment parcels are to be negotiated as a part of this contract, CONSULTANT shall be responsible for negotiation and appraisal of those parcels identified as nominal payment parcels. Additional negotiations are to be handled at no additional cost if parcel needs to be appraised for condemnation.

(2) Miscellaneous, general project management, and WisDOT Real Estate specific required activities:

All provisions and language originally included as part of the larger master contract boilerplate document is hereby referenced and made a part of this Work Order agreement.

CONSULTANT must adhere to the processes, procedures and all appropriate policy provisions as per the WisDOT Real Estate Program Manual (REPM) or as otherwise directed and prescribed. Access to REPM is from [WisDOT / Doing business/Structure and roadway resources](#) webpage, then to [Real Estate](#) pages (no log on required). CONSULTANTS must stay alert to developing and changing DEPARTMENT policy as well as industry trends, professional standards, changes to state and federal rules and laws, and must adapt and adhere to all as appropriate.

CONSULTANT must be able to access and use READS to effectively create, maintain and complete all required project management information, steps, processes and processing activities as currently available in READS and associated with each contracted project activity scope of services. CONSULTANT shall enter and maintain READS information in a timely, complete and appropriate manner. Access to READS is also from [WisDOT / Doing business/Structure and roadway resources](#) webpage. Note: READS is only available consultants currently under contract for WisDOT Real Estate projects. First time users must have a valid WAMS ID and before using READS, must [request access](#).

CONSULTANT must stay alert to evolving technology and must be capable of effectively understanding, making use of and applying current as well as developing electronic applications and tools as would normally be expected and required or otherwise considered a regular part of any DEPARTMENT project or processing activity.

Special note about availability and use of Real Estate forms: Each applicable and required DEPARTMENT Real Estate specific form is either available via the [Real Estate Program Manual \(REPM\)/Forms](#) page in a fill-ready paper format; or, must otherwise be generated directly from READS as part of each current project activity. It is important to understand and note that only those forms listed as being available in a 'paper only' format from the REPM/Forms page are actually fillable documents and therefore may be downloaded for direct use. In contrast, any document viewable as a PDF and listed as being a 'READS template' format must be generated directly from READS as part of each appropriate project activity, per scope of services, and the attached Work Order agreement. Forms or any version of a form (e.g., READS template) not otherwise currently posted to REPM/Forms page are not authorized for use and should not be used except by prior and special permission and then only on an individual, as specially approved/as needed basis.

All staff and/or sub-consultants who will be assigned to perform any part of the work on this project must be clearly identified and named as a part of this Work Order agreement. Only staff and/or sub-consultants named and approved for their credentials as described in your original Notice of Interest (NOI) solicitation materials should be included on any Work Order agreement.

Special note about staff changes within your firm: WisDOT/Real Estate needs to review and approve any individuals new to your staff who you intend to include as a part of any new Work Order agreement. For most contracting services, you may include new staff and/or sub-consultant names and their credentials for review and approval along with the scope of work details as a part of the Work Order agreement package. For certain types of work, however, we've developed an additional standardized review/approval process. If an individual(s) was not originally named or included as part of your Notice of Interest (NOI) solicitation materials, depending on the type(s) of work that individual(s) is now expected to perform for us, they may also need to complete the appropriate and related Capability Statement form(s). Currently, we have a separate review/approval process needed for any new staff seeking first time approval to perform work in these areas: Acquisition/Negotiation [[RE1040](#)]; Appraisal [[RE1041](#)]; and, Relocation [[RE1042](#)]. Note: This separate review/approval process is only needed for individuals seeking first time approval to perform certain types of eminent domain work for WisDOT/Real Estate as part of a fee consultant group when that group already holds an existing active

contract and if that individual(s) was not originally named and therefore already approved as part of the original solicitation and NOI. Each individual(s) seeking first time approval must therefore complete the appropriate Capability Statement form(s) and receive a separate written approval from Bureau of Technical Services-Real Estate (BTS-RE) prior to beginning any work on a WisDOT/Real Estate project.

Invoicing

CONSULTANT must submit all invoices with appropriate supporting documentation. City and WisDOT will provide selected firm with invoicing procedures.

Firms interested in this project shall submit a proposal for providing all scope of services needed for this project.

Request for Proposals Submittal

Completed Cost Estimates must be delivered as follows:

- One PDF of the RFP shall be submitted via email to tearle@cityoflakegeneva.com with the email subject line, “**Appraisal, Acquisition and Negotiation Services.**” Dropbox links or other file-sharing websites may be included in the email.

EXHIBIT A: Plat of Right of Way Required and Legal Descriptions

EXHIBIT B: City Insurance Requirement

EXHIBIT C: Right of Way Detailed Statement of Expenditures

Each submittal must be accompanied by a completed itemized cost table, see below.

ITEMIZED COSTS					
ITEM 1: PER PARCEL FEES					
Parcel (corresponds to Schedule of Lands on Plat)	Owner	Appraisal Fee	Negotiation Fee	Partial Release of Mortgage Fees	Total Fee
1	Bruce / Joy Irucci Trust	\$1,800	\$1,200	\$0	\$3,000
2	Charles/Jill Lorenzi	\$1,800	\$1,200	\$0	\$3,000
3	Helen/John Hackett	\$1,800	\$1,200	\$0	\$3,000
4	William Z. Petropoloulis	\$2,100	\$1,200	\$0	\$3,300
5	David/Debra Money Trust	\$1,800	\$1,200	\$0	\$3,000
6	1031 W. Main Street LLC	\$2,100	\$1,200	\$0	\$3,300
7	Janelle M. Powers	\$1,800	\$1,200	\$0	\$3,000
8	James Mercurio	\$2,100	\$1,200	\$200	\$3,500
9	Jeffery M and Beverly Leonard Trust	\$2,300	\$1,200	\$200	\$3,700
10	Venture Investment Partners	\$2,300	\$1,200	\$0	\$3,500
11	Geneva Center LLC	\$2,300	\$1,200	\$200	\$3,700
12	United States of America	\$2,300	\$1,500	\$0	\$3,800
13	Kocourek Property Holdings LLC	\$2,700	\$1,200	\$0	\$3,900
16	JP's Nevada LLC	\$2,300	\$1,200	\$0	\$3,500
18	Shane S. Piasecki	\$2,100	\$1,200	\$0	\$3,300
19	Walworth Apartments LLC	\$2,100	\$1,200	\$0	\$3,300
20	Youngquist-Nading LLC	\$2,700	\$1,200	\$0	\$3,900
21	June Johnson Trust	\$1,800	\$1,200	\$0	\$3,000
22	John Tyshenko Jr.	\$2,700	\$1,200	\$0	\$3,900
24	W.H.J. Properties LLC	\$2,300	\$1,200	\$0	\$3,500
25	Catholic Church	\$1,800	\$1,200	\$0	\$3,000
26	Franklin D. Guske Sr. Trust	\$2,700	\$1,200	\$0	\$3,900
27	Decorum Lake Geneva LLC	\$2,300	\$1,200	\$0	\$3,500
28	Evergreen BP LLC	\$2,900	\$1,500	\$200	\$4,600
29	Christopher A. Crum	\$1,800	\$1,200	\$0	\$3,000
30	GNI of Lake Geneva LLC	\$2,300	\$1,500	\$200	\$4,000
31	GNI of Eleventh LLC	\$2,300	\$1,200	\$200	\$3,700
32	Sundance INC	\$2,300	\$1,200	\$200	\$3,700
ITEM 1: PER PARCEL FEES SUBTOTAL					\$97,500

ITEM 2: ADDITIONAL FEES				
Item	Unit	Estimated Quantity	Unit Price	Total
Recording Fees	\$/Document	35	\$40	\$1,400
Preparation of ROW Certificate Forms	Lump Sum	1		\$700
Project Management	Lump Sum	1		\$2,500
Preparation of Detailed Statement of Expenditures, Exhibit C	Lump Sum	1		\$700
ITEM 2: ADDITONAL FEES SUB TOTAL				\$5,300
TOTAL				\$102,800

Standard Terms & Conditions for Request for Proposal

Binding Contract

A proposal received in response to a request for qualifications (RFP) is an offer that can be accepted by the City of Lake Geneva to create a binding contract.

Award

Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to the City. Any award made shall be contingent upon appropriation of funding. If at the time of the award, a contract agreement cannot be reached between the awarded firm and the City, the City reserves the right to award to the next firm in line and so on, until a contract agreement can be reached.

Rejection of Proposals

The City of Lake Geneva reserves the right to reject all proposals or parts thereof which are determined not to be in the best interest for the City. Such rejection is not subject to appeal.

Funding

If funds are not appropriated for payment of this contract, City of Lake Geneva may terminate the contract within 30-day written notice without any early termination penalties, charges, fees or cost of any kind to the City of Lake Geneva.

Delivery Terms

Proposals shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by the contractor.

Delays in Delivery

Delays in delivery caused by bonafide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delay deemed by the City of Lake Geneva to be clearly and unequivocally beyond the consultant's control, shall be recognized by the City. The consultant may be relieved of meeting the delivery time specified, if the consultant requests and extension of time, signed by a responsible official, giving in detail the essential circumstances which, upon verification by City's authorized representative, justifies such extension.

EXHIBIT B
CITY OF LAKE GENEVA INSURANCE REQUIREMENTS
FOR PROFESSIONAL SERVICES

I. Minimum Scope and Limits

- A. Professional Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the firm changes insurance carriers and this policy is provided on a “claims made” basis, the firm will secure the appropriate coverage extension to provide coverage to the project for a period of at least two years following the completion of the project.
- B. Commercial General Liability coverage, with limits of no less than the following:
 - 1. General aggregate limit per project \$2,000,000
(Other than Products-Completed Operations)
 - 2. Products-Completed Operations Aggregate per project \$1,000,000
 - 3. Personal and Advertising Injury Limit \$1,000,000
 - 4. Each Occurrence Limit \$1,000,000
 - 5. Fire Damage limit – any one Fire \$ 50,000
 - 6. Medical Expense limit – any one Person \$ 5,000
- C. Workers’ Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum
Limit of \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and a maximum self-retention of \$10,000.

II. Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best’s Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The City of Lake Geneva, its elected and appointed officials, and its employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.
- C. Certificates of Insurance acceptable to the shall be submitted prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days’ prior written notice has been given to the City of Lake Geneva.

QUALIFICATIONS OF THE APPRAISER

GENE A. BOCK

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
gene@gabock.com

PROFESSIONAL AFFILIATIONS

Appraisal Institute (since 1980)

Designation: Senior Residential Appraiser (SRA)

Appraisal Institute, MAI Candidate

Continuing Education: Certified through December 31, 2025

Activities: Past President, Vice President, and Director of Racine Chapter

American Society of Appraisers (1982-2022)

Designation: Senior Member (ASA)

National Association of Review Appraisers and Mortgage Underwriters (since 1980)

Designation: Certified Review Appraiser (CRA)

NARA/MU Approved Appraiser #55089

Employee Relocation Council

Designation: Certified Relocation Professional (CRP) (1995-2007)

State of Wisconsin Certifications

Certified General Appraiser #311-010 (November 1992)

Assessor II Level (1980-2002)

Energy Efficiency Inspector (1984-2005)

State of Illinois Certifications

Certified General Appraiser #553.002116 (2011 - 2021)

Real Estate Organizations

Racine Board of Realtors

Kenosha Board of Realtors

Multiple Listing Service of Metro Milwaukee

Multiple Listing Service of Racine

Multiple Listing Service of Kenosha

Lake Area Multiple Listing Service (Walworth)

National Association of Realtors

Wisconsin Realtors Association

National Association of Realtors Appraiser Section

Was an appointed member of the Racine County Land Commission, a committee formed to conduct hearings regarding eminent domain issues.

Eminent Domain Services: Mr. Bock is approved by the Wisconsin Department of Transportation (WisDOT) as a Real Estate Appraiser, a Review Appraiser, and Negotiator for WisDOT and Local Public Agency (LPA) projects. He is approved to complete appraisals on all property types, including complex appraisal problems, railroads, partial acquisitions, easements, total acquisitions, wetland acquisitions, and also provides court testimony. Mr. Bock has been working with WisDOT, as well as Wisconsin Department of Justice, since 1984. He has completed municipal acquisition appraisal assignments, as well as owner's appraisals, in most counties in Wisconsin. He is also an approved eminent domain appraiser by the Illinois Department of Transportation (IDOT), the Department of Natural Resources (DNR) and the Wisconsin Bureau of Aeronautics (BOA). Mr. Bock specializes in condemnation appraisals and has spent the last 41-years working primarily within the eminent domain discipline.

COLLEGE EDUCATION

Graduated from the University of Wisconsin-River Falls in February 1975, with a Bachelor of Science Degree in Scientific Land Management. Studies emphasized land use, soil science, and economics. Activities included Alpha Gamma Rho Fraternity, concert choir and Alpha Zeta Honorary Fraternity.

POST-COLLEGE

Appraisal Institute: Uniform Standards of Professional Appraisal Practice - Parts A & B
(Major Courses) Understanding Limited Appraisals – Residential Case Studies in Real Estate Valuation
Narrative Report Writing & Valuation Analysis
Courses 101, 102, 201, and R-2 exam FNMA Appraisal Issues
Narrative Report Seminar New URAR Form & Procedures
Computer Application Seminar Creative Financing Seminar
Subdivision Analysis Cash Equivalency Seminar
(Roughly 25-hours of course work has been completed every two years.)

University of Wisconsin: Residential Design and Construction
Appraiser's Testimony in Court
Real Estate Finance and Appraisals
Comprehensive & Advanced Lotus 1-2-3

TEACHING EXPERTISE (1994-1998)

Taught courses in Real Estate Appraisal for Gateway Technical Institute, Racine and Kenosha Campuses.

MILITARY SERVICE

Served in the Wisconsin Air National Guard, Milwaukee, Wisconsin, (1971 to 1977) as an Administrative Specialist with the rank of Staff Sergeant. Awarded The Milwaukee Journal Achievement Award (1974) for meritorious service.

EMPLOYMENT EXPERIENCE

August 1986 to Present

Senior Appraiser of Southern Wisconsin Appraisal, Racine, Wisconsin. Specializing in Eminent Domain Appraisal Work. Has completed acquisition appraisal assignments across Wisconsin for acquisition agencies as well as owners. Also, has completed numerous assignments for the DNR and municipalities working with the Bureau of Aeronautics. Major clients include lending institutions and municipalities in southern Wisconsin and northern Illinois and national transfer companies. Specialize in condemnation/acquisition appraisals, ERC and partial acquisition valuations. Technologically proficient – over forty-five years' experience with computer-assisted analysis including automated valuation models, regression analysis, in-house and on-line databases, income & capitalization analysis.

January 1984 to August 1986

Chief Appraiser for Pioneer Savings and Loan Association, a local lender with offices in Racine, Kenosha, and Walworth counties. Performed appraisals and appraisal review for mortgage lending. Assignments included single family and multi-family homes, commercial and industrial properties. Duties included management of appraisal department and review of appraisals performed by staff and fee appraisers.

September 1978 to January 1984

Performed real estate appraisals in southeastern Wisconsin as a partner in United Appraisal Service, Racine, Wisconsin. Performed residential, commercial and narrative appraisals for mortgage lending and eminent domain. Testified in court for local municipalities and various clients.

February 1976 to September 1978

Worked as an independent fee appraiser for a private firm located in Racine, Wisconsin. Received training and performed real estate appraisals in Racine area. In March 1979 received Real Estate Broker's License, but hold license inactive.

MeriKatherine Bock

1055 Prairie Drive, Suite C
Racine, WI 53406
(262) 886-2450
merikate@gabock.com

EDUCATION & TRAINING

Carthage College | Kenosha, WI **Graduated May 2017**

B.A. in Communication & B.A. in Vocal Performance

GPA: 3.9/4.0

Academic Distinctions: Dean's List, Music Scholarship, Endowed Honors Scholarship

Appraisal Education Classes Completed (Total 180 Hours)

Certified Residential Appraiser License to be accomplished in Summer 2022

- Basic Appraisal Principles
- Basic Appraisal Procedures
- 15-Hour National USPAP Course
- Residential Market Analysis & Highest & Best Use
- Residential Report Writing & Case Studies
- Residential Sales Comparison & Income Approach
- Residential Site Valuation & Cost Approach
- Statistics, Modeling & Finance
- Advanced Residential Applications & Case Studies
- Sufficient Appraisal Work Experience for Licensing Requirements Met

Completed Federal Highway Administration Right-of-Way Requirements & Uniform Act Guidelines

Classes in Microsoft Office Suite Programs (Word, Excel, PowerPoint, Outlook)

Classes in Adobe Creative Cloud Applications (Photoshop, Lightroom, Illustrator)

LICENSES & PROFESSIONAL MEMBERSHIPS

- Licensed Wisconsin Real Estate Salesperson
- Member of NATIONAL ASSOCIATION OF REALTORS®
- WisDOT-LPA Approved Negotiator
- Notary Public – Wisconsin

PROFESSIONAL EXPERIENCE

Southern Wisconsin Appraisal

Racine, WI

2013-Present

Current Duties & Responsibilities

- Office Project Management
 - Monitoring Status of Projects & Maintaining Project Schedules
 - Delegating Project Responsibilities
 - Scheduling Office Meetings and Appointments
 - Writing Contracts and Engagement Letters
 - Completing and Submitting Notice of Interests and Bids
 - Management of Office Database and Records
- Proficient use of WisDOT-READS, Masterworks, CARS, and WAMS Applications
- Communication with Clients, including LPA, Private Individuals, and State Organizations

Acquisition Specialist

- Timely, Clear, and Informative Communication with Owners
- Proper Execution of Documents for Negotiation Services
- Detailed and Individualized Negotiation Diaries
- Efficient Communication with Lenders to Obtain Partial Release of Mortgages
- Understanding of Condemnation Process and Required Documents
- Mentoring of Negotiation Assistants

Residential Appraiser

- Completed Inspections of Properties for Appraisal (Residential, Commercial, Industrial)
- Verification of Sales, Zoning Information, and Assessor Data
- Completed Sales Data Books and Market Studies
- Analysis of Sales and Market Trends
- Appraisal Report Preparation and Appraisal Report Writing (Narrative & Form Reports)
- Knowledge of Yellow Book and Eminent Domain Appraisal Requirements and Guidelines
- Reviewed Appraisal Reports for Accuracy and Content

Previous Projects

<i>Acquisition Specialist</i>	<i>Residential Appraiser</i>
3781-03-00, CTH C, Waukesha Co. 2020	2709-07-20, CTH Q, Washington Co 2022
2759-03-00, CTH M, Waukesha Co. 2018	1310-10-20, STH 50, Kenosha Co. 2018
3773-01-00, CTH I, Waukesha Co. 2018	2440-09-20, STH 20, Racine Co. 2018
3840-01-00, CTH DD, Walworth Co. 2017	Foxconn Acquisition Project, Racine Co. 2018

Wisconsin Department of Transportation

Waukesha, WI

2022-2025

Southeast Region Local Pubic Agency Real Estate Coordinator

- Project Management
 - Monitoring Status of Projects
 - Maintaining and Providing input on Project Schedules
 - Facilitation and Leading of Project Kick Off Meetings
- Provided Training on READS and WisDOT Real Estate Processes and E
- Communication with Clients, including LPA, Private Individuals, and State Organizations

Southeast Region Real Estate Agent – Advanced Lead Worker

- Regional Appraisal Review
- Active in Real Estate Management Meetings, and WisDOT Policy Updates (REPM)
- Competed Early Scoping and Cost Estimates
- Provided Assistance and Guidance for Agents

References Available upon Request

STACEY SALVO

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
stacey@gabock.com

Eminent Domain Services: Ms. Salvo is approved by the Wisconsin Department of Transportation (WisDOT) as a Negotiator for WisDOT and Local Public Agency (LPA) projects. Ms. Salvo has been working with WisDOT since 1992 on eminent domain projects. Ms. Salvo specializes in condemnation negotiations under Eminent Domain pursuant to Wis. Stat. Chapter 32 and has spent the last 31-years working primarily within the eminent domain discipline.

PROFESSIONAL AFFILIATIONS

International Right of Way Association (since 2006)

Designation: Negotiation/Acquisition Certified (R/W-NAC)

Expires 12-31-2026

EDUCATION

Federal Highway Administration Right-of-Way & Uniform Act Guidelines
Wisconsin Dept. of Transportation Real Estate Program Manual

LICENSES/CERTIFICATIONS

Wisconsin Real Estate Broker License
Wisconsin Notary Public

2007-Present
Expires 12-13-2024

EMPLOYMENT EXPERIENCE

July 2023 to Present

Acquisition Specialist and Appraiser Trainee, Southern Wisconsin Appraisal, Racine, Wisconsin.
Specializing in Eminent Domain Work.

April 1992 to June 2023

Paralegal with the City of Racine Office of the City Attorney. Primary responsibilities include, but are not limited to, providing acquisition/negotiation service with property owners for road projects and other public improvement projects pursuant to eminent domain in the City of Racine with acquisition budgets of approx. \$1,000,000 or less.

Partial Project List (additional information upon request):

Main Street Bridge, Racine - 60 parcels	STH 32, Racine - 130 parcels
STH 20, Racine - 35 parcels	STH 20, Racine - 130 parcels
STH 11, Racine - 110 parcels	STH 11, Racine - 115 parcels
STH 38, Racine - 130 parcels	Ohio Street, Racine - 80 parcels
West 6 th Street Bridge, Racine - 30 parcels	Kinzie Avenue Water Main, Racine - 100 parcels
State Street Redevelopment Project, Racine - 100 parcels	

PROFESSIONAL REFERENCES

John C. Rooney
Commissioner of Public Works
City of Racine
730 Washington Av
Racine, WI 53403
262-636-9121

Scott R. Letteney
City Attorney
City of Racine
730 Washington Av
Racine, WI 53403
262-636-9115

Mike Gitter
General Manager
Racine Water Utility
800 Center St
Racine, WI 53403
262-636-9181

Personal References available upon request.

QUALIFICATIONS OF THE APPRAISER

Stephen G. Schultz

Southern Wisconsin Appraisal

1055 Prairie Drive, Ste C

Racine, Wisconsin 53406

(262) 886-2450

EDUCATION

University of Wisconsin – Madison

Bachelor of Arts Degree – Psychology [1973]

Graduate Work in Real Estate [1973-1974]

University of Wisconsin – Parkside

Graduate Work – Business Administration [1991-1992]

APPRAISAL ORGANIZATIONS

State of Wisconsin – Certified General Appraiser

Real Property [1991] CGA #165-10

Recertified through December 14, 2025

Continuing Education Completed in 2009-2013

National USPAP Equivalent Course [Appraisal Institute]

The Real implications of the HVCC on Appraisers & Lenders

Introducing Valuation for Financial Reporting

General Market Analysis & Highest and Best use

Advanced Sales Comparison & Cost Approaches

Advanced Income Capitalization

Accredited Review Appraisers Council, Inc.

Accredited in Appraisal Review [AAR – 1993]

Recertified through December 14, 2015

Associate Member, Appraisal Institute

MAI Candidate

ENVIRONMENTAL ORGANIZATIONS

National Society of Environmental Consultants

Environmental Assessment Consultant [EAC – 1994]

Recertified through January 1, 2015 [Certification #2251]

Testified in Milwaukee Federal Court, Racine County Circuit Court, Kenosha County Circuit Court, & Walworth County Circuit Court as an expert witness in the real estate appraisal field.

- Business References upon request

WORK EXPERIENCE

- April 1974 to August 1977: State of Wisconsin Department of Transportation
Staff Appraiser for Waukesha District Office
Appraisal Assignments limited to Eminent Domain
- Sept. 1977 to October 1978: Intrastate Appraisal Company
Private firm in Racine, Wisconsin
Staff Appraiser; Assignments included Residential,
Commercial & Eminent Domain work
- November 1978 to June 1985: United Appraisal Service
Partner & Appraiser in private firm in Racine, WI
Assignments included Residential, Commercial, & Eminent
Domain work
- July 1985 to August 1986: M&I Mortgage Corporation [part of M&I Bank]
Milwaukee & Lake Geneva offices
Staff Appraiser; Assignments included Residential
& Commercial, work
- Sept. 1986 to Dec. 1989: SGS Appraisal Service
Owner & Appraiser in Kenosha, Wisconsin
Assignments included Residential, Commercial, & Eminent
Domain work
- July 2001 to Nov. 2001: City of Kenosha Assessor's Office
Staff Assessor; Aided in 2002 re-valuation of
Residential & Commercial properties within Kenosha
- January 1990 to Present: Middle Earth, LLC
Owner & Appraiser in Kenosha, Wisconsin
Work involves all types of Real Property
Eminent Domain Valuation
Environmental considerations including Stigma Damage
- August 2006 to 2024: U.S. Dept. of Housing & Urban Development
Office in Milwaukee, WI
Chief Multifamily Appraiser & Review Appraiser
For State of Wisconsin
Work involves Appraisal & Appraisal Review of
Market Rate, Subsidized, & Tax Credit Multifamily Housing;
Assisted Living & Nursing Home Facilities;
Review of Phase I Environmental Assessments
Review of & Completion of Market & Feasibility Studies
Review of Rent Comparability Studies
Assists in Loan Underwriting of Multifamily Projects
2012 to 2024:
Chief of Production- Review all aspects of Multifamily projects
- January 2005 to Present: Southern Wisconsin Appraisal
Associate Appraiser-Residential and Commercial Narrative appraisals
Assignments as well as Eminent Domain Valuations (Total & Partial
Acquisitions

Anne T. V. Bock

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
anne@gabock.com

EDUCATION & TRAINING

St. Joseph's College | Rensselaer, IN
B.S., Biology/Chemistry
Graduated Magna Cum Laude 1986

University of Illinois | Champaign-Urbana, IL
M.B.A., Concentration in Finance
Graduated 1988

Wisconsin Relator Association

- 72-Hour Real Estate Salesperson Pre-License Course

Wisconsin Public Notary

Reviewed and Completed the Federal Highway Administration Right-of-Way Requirements and Uniform Act Videos and Guidelines

PROFESSIONAL EXPERIENCE

Southern Wisconsin Appraisal **Racine, WI**
February 1992 – Present

Project Manager

- Organization of Timelines for Time Effective Completion of Projects
- Overseeing all Projects for Quality and Accuracy
- Assisted with Negotiation and Acquisition of WisDOT & LPA projects as well as assisted in Appraisal Services on Multiple Projects and Parcels
- Delegation of Work to Provide a Smooth and Efficient Workflow

Business Manager

- Responsible for all Aspects of Accounting, Payroll, and Bookkeeping within the Business

Medical College of Wisconsin **Milwaukee, WI**
January 1989 – April 1990

Research Assistant – Department of Dermatology

- Responsible for Overseeing a Clinical Dermatology Laboratory
- Organization of Clinical Process

Sinai Samaritan Medical Center **Milwaukee, WI**
April 1990 – January 1992

Research Associate – Department of Pathology

- Participated in Research Projects Pertaining to the Vascular Growth of Cancerous Tumors

VOLUNTEER ACTIVITIES

- Participation and Leadership for School Charity Events
- Organization and Event Planning

QUALIFICATIONS OF

Sharon Krewson

5103 24th Place, Kenosha, Wisconsin 53144
262-656-7005 (Home) ♦ 262-496-7427 (Cell)

JOB HISTORY

- 1976 - 1984** J. E. Shaffron & Associates and Shaffron Realtors, Ltd. Secretary, Office Manager, Accounts Payable and Receivable. Obtained real estate license in 1982. In addition to the above duties, managed multi-family residential properties and listed and sold real estate.
- 1984 - 1987** Century 21 Baltes-Selsberg, Inc. Office Manager, managed multi-family residential properties, and listed and sold real estate. Coordinate closing of transactions, document preparation, accounting, financial statement, payroll, and taxes.
- 1987 - 2011** City of Kenosha. Real Estate Agent, Department of City Development. Real estate acquisition for street right of way, utilities, parks, airport, Redevelopment Authority, Housing Authority, and all City entities. Condemnation under Chapter 32 Eminent Domain, property management, disposition of real estate, demolition, and new construction housing program.
- 2011 - Present** Southern Wisconsin Appraisal. Real Estate Agent and Negotiator acquiring real estate for municipal improvement projects in various counties in southeastern Wisconsin. Most projects are local public agency projects utilizing local and/or State funds.

EDUCATION AND TRAINING

- ♦ Graduated High School 1966, Eau Claire, Wisconsin
- ♦ Century 21 Real Estate Training Program 1984
- ♦ Gateway Technical College real estate courses
- ♦ Since 1987 have taken numerous seminars on real estate, easements, right of way acquisition, financing, appraisal, environmental site assessment, and brownfields.

COMMUNITY AND PROFESSIONAL INVOLVEMENT

- ♦ Past President Ladies Auxiliary of the Kenosha Yacht Club
- ♦ Past member of the Kenosha Board of Realtors
- ♦ Past Chair and current member of the Kenosha/Racine March of Dimes Committee
- ♦ Member of Kiwanis Club of Kenosha, Kiwanian of the Year Award
- ♦ Member of the International Right Of Way Association
- ♦ Member of Kenosha's Sister City Association
- ♦ Member of the Kenosha County Historical Society
- ♦ Member of the Friends of the Kenosha Public Museum

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Neil Waswo, Tom Earle
From: Bridget Barry, PE
CC: Naomi Rauch, PE
Date: June 18, 2025
Re: Change Order #1 for 2025 Lake Geneva Street Program

Attached to this memo is a change order for the inclusion of additional curb and LED, solar powered, stop signs.

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price
CCO1.1	Concrete Curb & Gutter 18-Inch	LF	85	\$ 58.00	\$ 4,930.00
CCO1.2	R1-1 Stop Sign Traffic Flashing Beacon System, Solar	EA	4	\$ 4,300.00	\$ 17,200.00
SUBTOTAL				\$	22,130.00

The contract price increase is as follows:

Initial Contract Price	\$846,152.20
Change Order	\$22,130.00
Updated Contract Price	\$868,282.20

Please feel free to contact me if you have any questions.

Change Order No. 1

Date of Issuance:	Effective Date:
Owner: City of Lake Geneva	Owner's Contract No.:
Contractor: Wolf Paving, Inc.	Contractor's Project No.:
Engineer: Kapur and Associates Inc	Engineer's Project No.: 25.0249
Project: 2025 Lake Geneva Street Program	Contract Name: 2025 Lake Geneva Street Program

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

Description: This change order extends the curb line around the SE corner of the intersection of Wells and South Street. It also adds the installation of LED lit stop signs with corresponding solar panels.

Attachments: CCO1 Kapur Memo, Sheet 8.4, Wolf Paving Inc Cost Estimate

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>846,152.20</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ <u>-</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>-</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>22,130.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>868,282.20</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



WOLF PAVING CO., INC
1320 Walnut Ridge Drive, Suite 100
Hartland, WI 53029

WWW.WOLFPAVING.COM

To:	Kapur & Associates, Inc	Contact:	Bridget Barry
Address:	7711 N. Port Washington Rd Milwaukee, WI 53217	Phone:	(262) 758-6008
CO Name:	18" Curb & Stop Signs	Fax:	
Project Location:	Various Locations, Lake Geneva, WI	CO ID:	CO 1.0
Attachments:	LED Solar Stop Sign.png	CO Date:	4/10/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO 1.1	Concrete Curb & Gutter 18-Inch	85.00	LF	\$58.00	\$4,930.00
CO 1.2	R1-1 Stop Sign Traffic Flashing Beacon System, Solar	4.00	EACH	\$4,300.00	\$17,200.00

Total Bid Price: \$22,130.00

Notes:

- **Estimator Notes:** *Existing stop sign post to remain in place for new stop sign installation
*Concrete curb includes prep and base under new 18" curb & gutter
- **Parties:** Wolf Paving Co., Inc./Wolf Paving & Excavating of Madison, Inc. ("Wolf" or "Wolf Paving") and the Customer (identified below) hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal are collectively referenced below as "the "Agreement" or "this Agreement".
- **Customer Obligations:** Customer shall be solely responsible for the following:
 - Providing Wolf with specifications and plans for the work to be performed by Wolf under this Agreement (the "Specifications"), and said Specifications shall be subject to Wolf's approval;
 - Back filling all edges of paved areas;
 - Notifying Wolf of the presence of any underground utilities or other concealed conditions that would not be identified by a Digger's Hotline search and identification and/or unusual conditions or restrictions during excavation;
 - Furnishing Wolf with a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as to not to cause any deformation to the subgrade/aggregate base;
 - Rough grading the subgrade within +/- 0.1' of the proposed plan subgrade elevations;
 - If the Proposal provides for completion of fine grading by Wolf, furnishing a subgrade to within +/- 0.1' of the proposed plan aggregate base course elevations;
 - Arranging for any changes in landscaping needed to insure proper drainage flow from the project site;
 - Securing all necessary permits and approvals required by any regulatory agencies to perform Wolf's work (collectively the "Permits"); and
 - All requirements imposed by any regulatory agency and/or pertaining to compliance with any such Permits.
- **Work of Others:** Prior to Wolf commencing its work, the work of all others shall be completed to an extent that it will not in any way conflict or interfere with Wolf's operations or timely completion of Wolf's work. In the event Wolf is directed to begin operations prior to completion of any other contractor's work, Customer shall pay Wolfs' costs related to any additional mobilizations or reduced productivity attributable to obstructions or delays caused by the failure to complete the work of others prior to commencement of Wolf's work.
- **Site Drainage:** Wolf reserves the right to refuse to perform the paving work unless minimum grades of 2.0% are attainable for surface drainage. If Customer directs construction with less than a minimum of grade of 2.0% or if the Specifications do not provide for 2.0% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.
- **Fine Grading of Aggregate/Unforeseen Conditions:** If the surface to be paved is to be fine graded by Customer or others, Wolf may require additional work to said surface, at Customer's sole cost, to correct deficiencies in the surface for stability, surface drainage, slope, elevation and other matters. In addition, in the event that a proof roll conducted by Wolf identifies "soft spots" in the aggregate base of the project site, such aggregate base will need to be stabilized at the sole cost of Customer; provided, however, any additional work to provide aggregate base stabilization will not be performed without the Customer's written consent.

- **Limitations of Scope of Work:** Notwithstanding any other provision of the Agreement to the contrary, Wolf shall not be responsible for the following:
 - Damage, restoration and/or changes to landscaping as a result of project preparation, execution or completion or base course repairs of landscaping restoration;
 - Insuring the proper continuation of drainage flow from the project site;
 - Movement or damage to any concrete, retaining walls, pavers or other structures during excavation or compaction on or near the project site;
 - Pavement damage due to normal construction equipment traffic;
 - Damage to any unmarked underground utilities;
 - Redesigning of plan grades in order to establish a minimum grade of 2.0% for surface drainage.
- **Change Orders/Changed Conditions:** Any changes to the scope of Wolf's work or any changes to the project conditions which require adjustment in the price of Wolf's work under this Agreement must be documented in written change order signed by Customer and Wolf prior to commencement of any extra work by Wolf.
- **Acceptance of Materials:** All labor and materials are conclusively accepted as satisfactory unless written objection is submitted to Wolf within seven (7) days of performance.
- **Termination/Cancellation:** Customer has the right to unilaterally cancel performance of this Agreement by notifying Wolf within three (3) business days after executing this Agreement. If Customer terminates this Agreement at any time after said three (3) day period, Wolf shall be entitled to retain all payments made before the date written notice of termination is received by Wolf and to be paid all sums owed for all other portions of Wolf's work that has been performed but not yet paid for or invoiced, along with an administrative fee in the amount of 10% of the total price for Wolf's work.
- **No Liquidated Damages:** Wolf shall not be liable under any circumstances for actual, special, consequential and/or incidental damages of any kind should Wolf's progress be substantially delayed by unanticipated changes, omissions or additions, by fire or other unavoidable casualty, by unusually severe weather conditions, or by strikes, labor trouble or lockouts not caused by the acts of Wolf or any supplier of Wolf, by reason of acts, omissions, neglect or default of Customer, other subcontractors or any other third party, by any cataclysmic event or act of God, or by reason of any other events or caused beyond the direct control of Wolf or any supplier of Wolf. In such event or circumstance, Wolf shall have the right to extend the time to complete the work by the amount of any such delay caused by such events or circumstances.
- **Insurance:** Customer shall maintain any necessary property insurance coverage on the work. Wolf shall maintain Worker's Compensation insurance to the extent required by law. Wolf will meet the required insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.
- **Indemnification:** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Wolf and its shareholders, officers, employees, agents, subcontractors, and material suppliers harmless of, from and against any and all actions, causes of action, claims, demands, damages, injuries, losses, liabilities, loss of services, penalties, assessments, attorneys' fees, other professional fees, expenses and other costs and charges of every kind and nature (collectively, "Claims") resulting from or in any way relating to the negligence, misconduct, or violation of law by Customer in the performance of, or its failure to perform, any of Customer's obligations under the Agreement including, but not limited to, Claims attributable to (a) bodily injury, sickness, diseases or death; and/or (b) damage injury to or destruction of property (including, but not limited to, the loss of use of such property resulting therefrom).
- **Limited Warranty:** Wolf warrants to Customer that Wolf's work shall be in conformity with the Specifications and free from defects in workmanship and material for a period of one (1) year from the date of substantial completion of Wolf's work. Wolf shall not be liable for any breach of warranty unless Customer gives written notice to Wolf within fourteen (14) days of discovery of a claimed defect and said written notice is received by Wolf within one (1) year after substantial completion of the work. Customer shall permit Wolf the opportunity to examine or test the alleged defect as reasonably requested by Wolf. If Wolf in its reasonable discretion determines that the alleged defect was due to faulty workmanship or defective material and not due to other causes, Wolf in its sole discretion will repair or replace said defects at no cost to Customer. This Limited Warranty does not include or extend to: (a) remedies for defects or damages caused by work of Customer, other contractors or third parties; (b) errors or inaccuracies in the Specifications or defects in the design or engineering of Wolf's work; (c) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials; (d) use for a purpose for which the work was not intended; (e) improper or insufficient maintenance; (f) modifications performed by Customer, other contractors or any other third party; (g) sealcoat damage from snow plows; (h) drainage problems on the project site including, but not limited to, standing water; (i) construction traffic; (j) pavement overlays due to the potential of reflective cracking or expansion joints; (k) abuse; or (l) acts of God, casualty, catastrophe or other force majeure. This Limited Warranty shall be in effect only if Wolf receives final payment in full of the total invoiced amount to Customer upon completion of Wolf's work. This Limited Warranty shall extend solely to Customer.
THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE., ALL OF WHICH ARE HEREBY DISCLAIMED BY WOLF. THIS LIMITED WARRANTY ALSO EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES.
- **Notice of Lien Rights:** AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, WOLF HEREBY NOTIFIES OWNER (IF CUSTOMER IS OWNER OF THE PROPERTY ON WHICH WOLF'S WORK IS PERFORMED) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO WOLF, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. WOLF AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- **Severability/Governing Law:** If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. The validity, interpretation and performance of the parties hereunder shall be governed by the laws of the State of Wisconsin, without regard to the conflict of laws principles thereof.
- **Incorporation:** In the event any other agreement is entered into between the parties, these Terms shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein unless otherwise expressly agreed in writing by Wolf and Customer. In the event of a conflict between the Proposal and these Terms, these Terms shall govern unless otherwise expressly agreed in writing by Wolf and Customer.

- **Acceptance:** Customer acknowledges and agrees that the prices and specifications set forth in the Proposal and these Terms are satisfactory and are hereby accepted. Customer authorizes Wolf to do the work as specified in the Proposal, subject to and in compliance with the Terms set forth above. The conditions of this proposal will be honored for **15 days**, after that time Wolf Paving Co., Inc. reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents or delays beyond our control – Wolf Paving Co., Inc. reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated time frame. Also, within the duration of the contract, Wolf Paving Co., Inc. reserves the right to pass along AC oil and other operation costs increases that occur prior to construction phase operations.
- **Pricing:** Prices are only good for work completed during the 2025 Construction Season. Work that is carried over to the 2026 season is subject to change based on oil prices.
- **Cold Weather Additives:** The addition of cold weather additives to the asphalt mix will be extra if required.
- **Mobilizations:** All work to be completed in one mobilization, unless otherwise noted. Additional mobilizations will \$2500.00 each.

Payment Terms:

Payment: Payment is due to Wolf upon substantial completion of the work, unless otherwise specified by the parties in writing. If performance of Wolf's work will extend beyond thirty (30) days, Wolf may issue progress billings on the project and each progress billing will be due and payable upon receipt of the progress billing. Any amounts remaining unpaid when due may be subject to late charges of 1.5% per month, 18% annually or the maximum interest rate permitted by law, whichever is less. Any credit card payments are subject to a 3% surcharge.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Wolf Paving Co., Inc. Authorized Signature: _____ Estimator: Brian Gallick (608) 209-3484 Brian.Gallick@wolfpaving.com
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2025 Lake Geneva Street Program

Justification of Price for Contract Change Order #1

Item CO 1.1

- A. Description: This work shall consist of all labor, equipment, and materials related to 85 LF of Concrete Curb & Gutter 18-Inch with increase curb head.
- B. Measurement: The work shall be measured as LF completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the unit price \$58.00, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the work in accordance with the Contract and all specifications that apply.
- D. Justification: Installing curb will allow the grade between the bike bath and road to be reduced.

Item CO 1.2

- A. Description: This work shall consist of all labor, equipment, and materials related to 4 R1-1 Stop Sign Traffic Flashing Beacon System, Solar installed on the existing stop sign posts.
- B. Measurement: The work shall be measured as EA completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the unit price \$4,300.00, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the work in accordance with the Contract and all specifications that apply.
- D. Justification: Replacing stop signs with LED signs per recommendation by DPW street superintendent.

PROJECT:

2025 LAKE GENEVA
STREET PROJECT

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

CONSTRUCTION
PLANS

REVISIONS:

[illegible]

NORTH ARROW: _____



SCALE: _____



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL: _____



all in 5-16-25

SHEET: _____

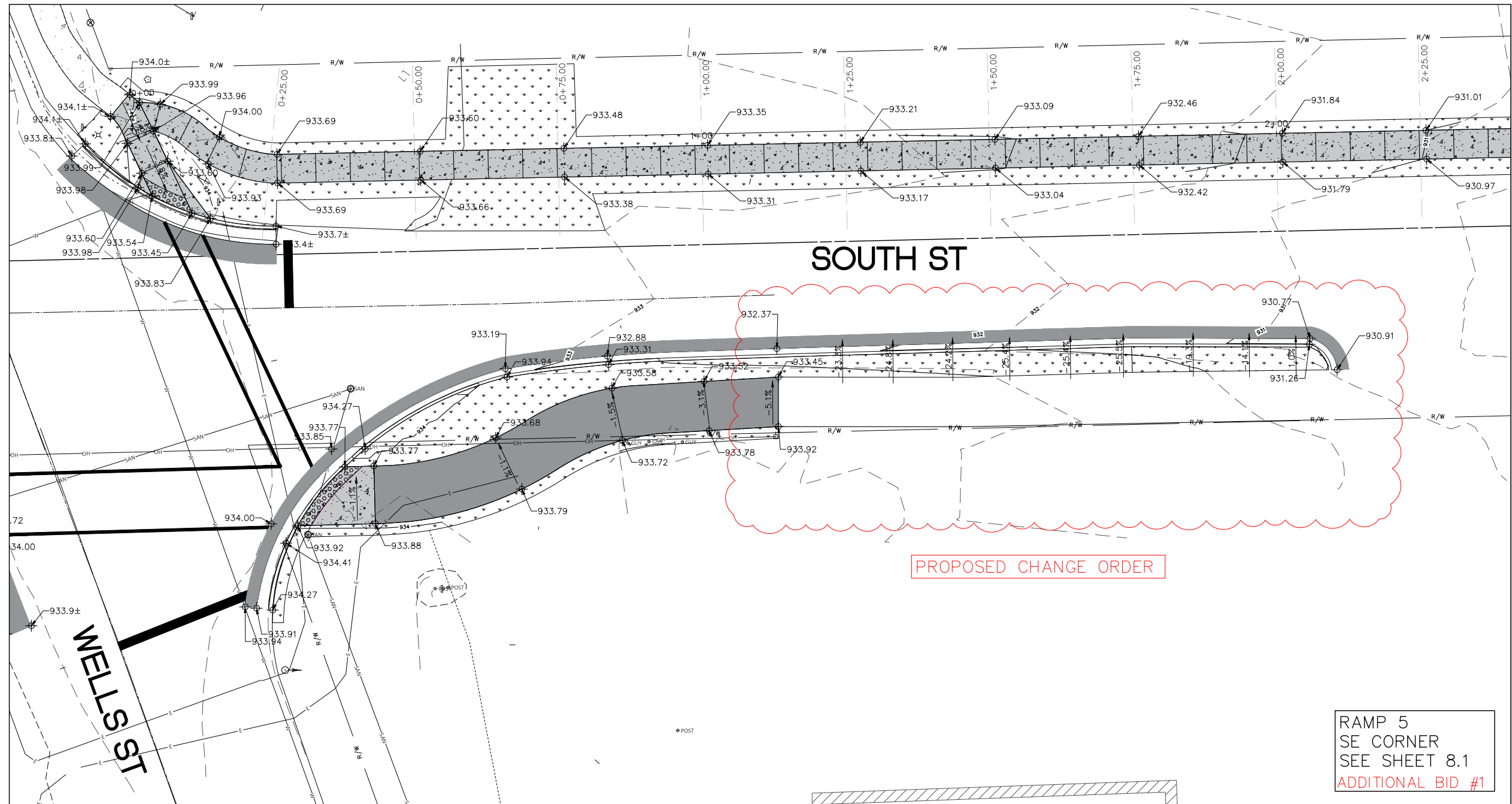
SOUTH & WELLS CROSSWALK DETAILS

PROJECT MANAGER:	NR
PROJECT NUMBER:	25.0249
DATE:	05/16/2025

SHEET NUMBER:

8.4

Page 143 of 18



RAMP 5
SE CORNER
SEE SHEET 8.1
ADDITIONAL BID #1

LEGEND

	EXISTING ASPHALT		SEEDING AND RESTORATION
	REPLACE ASPHALT		WHITE PAVEMENT MARKING 24" CROSS WALK LADDER, 18" STOP BAR, 6" CROSS WALK OR LANE DIVIDERS
	ADA DETECTABLE WARNING		
	CONCRETE CURB AND GUTTER		PROPOSED FINISH ELEVATIONS
	EXISTING CONCRETE		MATCH EXISTING ELEVATIONS
	REPLACE CONCRETE		PROPOSED CONTOUR ELEVATIONS
			EXISTING CONTOUR ELEVATIONS

NOTES:

1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
2. MATCH EXISTING PAVEMENT ELEVATION AT ALL SAWCUT & PAVING LIMIT LOCATIONS UNLESS OTHERWISE NOTED.
3. ALL CURB & GUTTER, SIDEWALK, AND DRIVE APPROACH REPLACEMENTS ARE APPROXIMATE (TO BE FIELD DETERMINED). REMOVE TO NEAREST JOINT
4. EXISTING WATER VALVE BOXES TO BE ADJUSTED. INCIDENTAL TO ASPHALT PAVING.
5. TRAFFIC CONTROL TO BE MAINTAINED AT ALL TIMES. MAINTAIN ACCESS FOR LOCAL TRAFFIC AT ALL TIMES. ACCESS TO SOME SIDE ROADS MAY BE TEMPORARILY CLOSED AS APPROVED BY ENGINEER. EMERGENCY ACCESS AVAILABLE AT ALL TIMES.
6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

TASK ORDER NUMBER #40

CIVIL ENGINEERING SERVICES

This task order is made as of January 22, 2025, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Lake Geneva** (Owner) and **Kapur & Associates, Inc.** (Engineer). This Task Order is made for the following purpose:

Provide civil engineering services for the design, specification preparation, bidding, and construction management for the Cemetery Paving Program, Phase 1. The City is proposing 2,150 LF of pulverizing and 550 LF of overlaying roads withing Oak Hill Cemetery. This task order also includes an evaluation of existing drainage concerns, stormwater runoff calculations, and sizing of drainage improvements. An additional task order will be required for additional phases or linear footage of improvements.

Phase I will begin in the Northeast quadrant of the Cemetery. Please see the attached Exhibit for exact locations.

Section A. – Scope of Services

Engineer shall perform the following Services:

Drainage Evaluation/Calculations

1. Review existing drainage concerns within Phase 1 construction limits. Propose drainage improvements to reduce or eliminate erosion of drainage ditches and pavement areas while reducing ponding.
2. Size drainage structures as applicable to meet project goals. Structures will be sized for the 10-year runoff peak flow rate where possible.
3. Provide construction details for installation of proposed drainage improvements.

Construction Plans

4. Provide topographic survey and mapping, field reviews and plan preparation for the pulverize/relay and overlay of the selected roads.
5. Plans will include location and detail of pavement and asphalt removals, new asphaltic paving, and stormwater drainage improvements.
6. Provide construction plans to present the roads to be improved, limits of the resurfacing and type of resurfacing to be completed.
7. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.



8. Provide a summary table to present a breakdown of quantities as information to bidder. Information may include but not limited to the length, width, square yardage of repair, number of manholes, number of inlets, type of asphalt and length of curb replacement (if necessary).
9. Provide construction cost estimates for all road and storm improvements.
10. Provide utility coordination of all private utilities for all streets including utility location for survey of street improvements requiring grading or utility improvements/repairs.
11. Provide details as needed to complete work.
12. Prepare and provide Project Manual including but not limited to Advertisement for Bids, Instruction to Bidders, Bid Form, Bidder's Qualification Statement, Agreement, and General Conditions of Contract, Supplementary Conditions, and Special Provisions.
13. Prepare for and attend the bid opening.
14. Review project bids make recommendation for award, and coordinate notice of award, agreement, and notice to proceed documentation.
15. Attend meetings as required and provide update memos to the Department of Public Works.

Construction Management Activities

16. Provide administrative services to manage client coordination/invoicing, project schedules, contract change order documentation, establish project logs, formatting monthly contract quantity estimating and contractor invoicing and contract closeout documentation for base bid projects.
17. Provide construction survey staking for necessary items within the construction contract. This survey provides for a "one time" staking for a particular item. If the contractor damages any stakes, they shall be responsible for the cost to replace those damaged stakes.
18. Process payment requests from the contractor for their work and prepare recommendation for payment for City approval. **(This task is completed monthly and is completed for all work approved for the prior month.)** Complete final close out documentation and acceptance of improvements memorandum.
19. The Engineer will be responsible for notifying, scheduling, conducting, documenting, and distributing minutes of the preconstruction conference.
20. Prepare and provide project update memorandum and provide copies of the daily journal entries to City staff upon request.
21. Attend meetings and coordinate with adjacent property owners and business as needed.
22. Upon project completion, all utility data and as-built information will be transferred to the City GIS system for permanent records. In addition, as-builts, and AutoCAD information will be provided for City record.
23. It is anticipated the construction work under the Cemetery Phasing Program will begin in Summer 2025 and be completed Fall 2025. This schedule has been provided



for estimating purposes only. Engineer and construction services are estimated on the engineering and survey staff being on site as needed and completing project paperwork for a construction period of up to 3 weeks. Any additional time restrictions to the contractor (such as work restricted to before memorial day or after labor day) will result in extended construction period.

Section B. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed fifty-one thousand eight-hundred fifty-two dollars (\$51,852.00) payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

For: City of Lake Geneva

Engineer: Kapur & Associates, Inc.

By: _____

By: Naomi Rauch

Signature: _____

Signature: 

Title: _____

Title: Project Engineer/Associate

Date: _____

Date: 01-22-2025

Kapur Associates, Inc.
Summary of Staff Hours and Labor Costs for the City of Lake Geneva



Task Order #40 Cemetery Roads/Drainage Phase 1														
Classification	Project Engineer II		Staff Engineer II		Staff Engineer I		Project Surveyor		Survey Crew		Administrative Assistant		Total Labor	
Average Hourly Wage (2025)	\$135.00		\$119.00		\$111.00		\$136.00		\$124.00		\$77.00			
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Task Description														
Survey														
Topographic Survey							4	\$544.00	24	\$2,976.00			28	\$3,520.00
Mapping							8	\$1,088.00					8	\$1,088.00
Design/Plan Preparation														
Pavement	4	\$540.00	32	\$3,808.00									36	\$4,348.00
Drainage	16	\$2,160.00	24	\$2,856.00									40	\$5,016.00
Title/Details	2	\$270.00	8	\$952.00									10	\$1,222.00
Traffic Control	2	\$270.00	8	\$952.00									10	\$1,222.00
Restoration	2	\$270.00	24	\$2,856.00									26	\$3,126.00
Permitting														
NOI	2	\$270.00	8	\$952.00									10	\$1,222.00
Historic Society	8	\$1,080.00	24	\$2,856.00									32	\$3,936.00
Bidding														
Bid Documentation Preperation			16	\$1,904.00									16	\$1,904.00
Bid Opening and Review			4	\$476.00									4	\$476.00
Meetings	4	\$540.00	8	\$952.00									12	\$1,492.00
Construction Inspection														
Pre Construction Meeting	2	\$270.00	4	\$476.00	2	\$222.00					4	\$308.00	12	\$1,276.00
Inspection					160	\$17,760.00							160	\$17,760.00
Punch List and Restoration Inspection	4	\$540.00	4	\$476.00	8	\$888.00							16	\$1,904.00
Construction Administration														
Pay Applications			8	\$952.00	8	\$888.00							16	\$1,840.00
TOTALS	46	\$6,210.00	172	\$20,468.00	178	\$19,758.00	12	\$1,632.00	24	\$2,976.00	4	\$308.00	436	\$51,352.00

Summary of Expenses
Estimated Expenses / Mileage (LS)
Totals

Units	Cost	Total
1	\$500.00	\$500.00
		\$500.00

Expenses:	\$500
Project Total:	\$51,852

Oak Hill Cemetery: Engineer's Estimate

City of Lake Geneva, Walworth County, Wisconsin

Date: January 21, 2025

OAK HILL CEMETERY PAVING - ESTIMATE				Engineer's Estimate	
Project Phase				Estimated Price	
	Oak Hill Cemetery Paving - Phase 1			\$	313,800.60
	Oak Hill Cemetery Paving - Phase 2			\$	262,530.00
	Oak Hill Cemetery Paving - Phase 3			\$	424,023.60
	Oak Hill Cemetery Paving - Phase 4			\$	235,710.71
	Oak Hill Cemetery Paving - Phase 5			\$	221,163.89
OAK HILL CEMETERY PAVING - ESTIMATE				\$	1,457,228.80
CONSTRUCTION INSPECTION & ENGINEERING (15%)				\$	218,584.32
OAK HILL CEMETERY PAVING TOTAL				\$	1,675,813.12

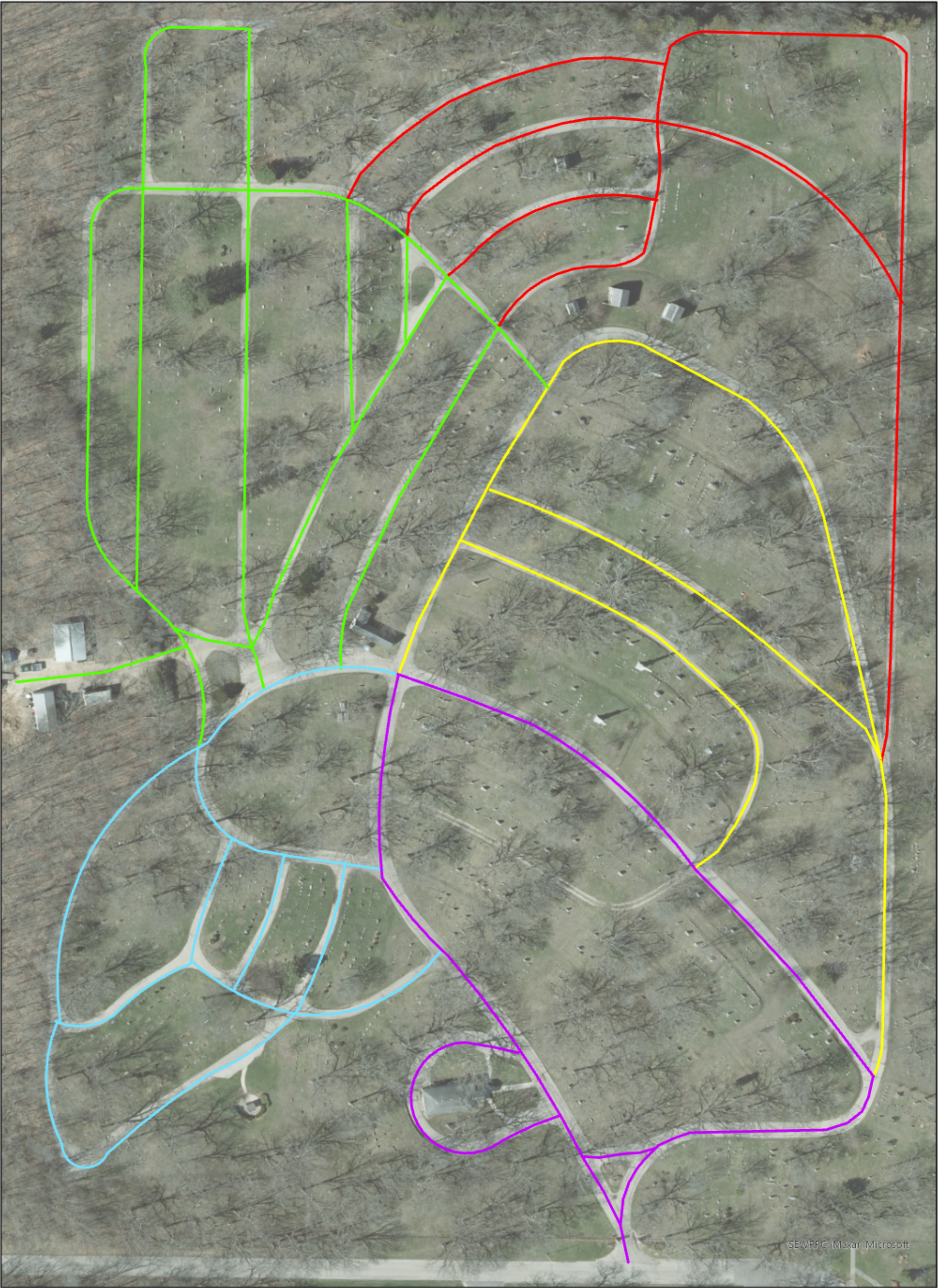
OAK HILL CEMETERY PAVING - PHASE 1				Engineer's Estimate	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
205.0100	Excavation Common - EBS (Undistributed)	CY	706	\$ 15.00	\$ 10,590.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	1412	\$ 30.00	\$ 42,360.00
325.0100	Pulverize and Relay (4" Pulverize)	SY	2545	\$ 5.00	\$ 12,725.00
460.5223	HMA Pavement Type 3LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	346	\$ 120.00	\$ 41,520.00
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	360	\$ 150.00	\$ 54,000.00
628.1504	Silt Sock	LF	2600	\$ 2.00	\$ 5,200.00
690.0150	Sawing Asphalt	LF	206	\$ 3.00	\$ 618.00
SPV.0180.0	Geogrid Type NX750 - EBS	SY	3390	\$ 10.00	\$ 33,900.00
SPV.0180.0	Restoration of Disturbed Areas	SY	1210	\$ 8.75	\$ 10,587.50
	Drainage (Ditches, structures, etc)	LS	1	\$ 50,000.00	\$ 50,000.00
SUBTOTAL				\$	261,500.50
CONSTRUCTION CONTINGENCY (20%)				\$	52,300.10
OAK HILL CEMETERY PAVING - PHASE 1 TOTAL				\$	313,800.60

OAK HILL CEMETERY PAVING - PHASE 2				Engineer's Estimate	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
205.0100	Excavation Common - EBS (Undistributed)	CY	712	\$ 15.00	\$ 10,680.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1424	\$ 30.00	\$ 42,720.00
325.0100	Pulverize and Relay (4" Pulverize)	SY	1515	\$ 7.00	\$ 10,605.00
460.5223	HMA Pavement Type 3LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	206	\$ 120.00	\$ 24,720.00
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	362	\$ 150.00	\$ 54,300.00
628.1504	Silt Sock	LF	2715	\$ 2.00	\$ 5,430.00
690.0150	Sawing Asphalt	LF	120	\$ 3.00	\$ 360.00
SPV.0180.0	Geogrid Type NX750	SY	3420	\$ 3.00	\$ 10,260.00
SPV.0180.0	Restoration of Disturbed Areas	SY	970	\$ 10.00	\$ 9,700.00
	Drainage (Ditches, structures, etc)	LS	1	\$ 50,000.00	\$ 50,000.00
SUBTOTAL				\$	218,775.00
CONSTRUCTION CONTINGENCY (20%)				\$	43,755.00
OAK HILL CEMETERY PAVING - PHASE 2 TOTAL				\$	262,530.00

OAK HILL CEMETERY PAVING - PHASE 3				Engineer's Estimate	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
205.0100	Excavation Common - EBS (Undistributed)	CY	1210	\$ 15.00	\$ 18,150.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	2420	\$ 30.00	\$ 72,600.00
325.0100	Pulverize and Relay (4" Pulverize)	SY	2210	\$ 5.00	\$ 11,050.00
460.5223	HMA Pavement Type 3LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	300	\$ 120.00	\$ 36,000.00
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	615	\$ 150.00	\$ 92,250.00
465.0310	Asphaltic Curb	LF	62	\$ 40.00	\$ 2,480.00
628.1504	Silt Sock	LF	4075	\$ 2.00	\$ 8,150.00
690.0150	Sawing Asphalt	LF	146	\$ 3.00	\$ 438.00
SPV.0180.0	Geogrid Type NX750	SY	5810	\$ 3.00	\$ 17,430.00
SPV.0180.0	Restoration of Disturbed Areas	SY	1530	\$ 8.50	\$ 13,005.00
	Drainage (Ditches, structures, etc)	LS	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL				\$	296,553.00
NEW ROAD OVER GRASS PATH					
205.0100	Excavation Common - EBS (Undistributed)	CY	150	\$ 15.00	\$ 2,250.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	600	\$ 30.00	\$ 18,000.00
460.5223	HMA Pavement Type 3LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	95	\$ 120.00	\$ 11,400.00
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	75	\$ 150.00	\$ 11,250.00
628.1504	Silt Sock	LF	425	\$ 2.00	\$ 850.00
SPV.0180.0	Geogrid Type NX750	SY	700	\$ 3.00	\$ 2,100.00
SPV.0180.0	Restoration of Disturbed Areas	SY	700	\$ 8.50	\$ 5,950.00
	Drainage (Ditches, structures, etc)	LS	1	\$ 5,000.00	\$ 5,000.00
SUBTOTAL				\$	56,800.00
SUBTOTALS				\$	353,353.00
CONSTRUCTION CONTINGENCY (20%)				\$	70,670.60
OAK HILL CEMETERY PAVING - PHASE 3 TOTAL				\$	424,023.60

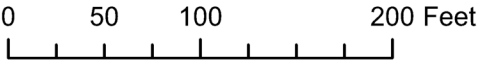
OAK HILL CEMETERY PAVING - PHASE 4				Engineer's Estimate	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
205.0100	Excavation Common - EBS (Undistributed)	CY	864	\$ 15.45	\$ 13,348.80
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1728	\$ 30.90	\$ 53,395.20
325.0100	Pulverize and Relay (4" Pulverize)	SY	480	\$ 5.15	\$ 2,472.00
460.5223	HMA Pavement Type 3LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	66	\$ 123.60	\$ 8,157.60
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	438	\$ 154.50	\$ 67,671.00
628.1504	Silt Sock	LF	1730	\$ 2.06	\$ 3,563.80
690.0150	Sawing Asphalt	LF	146	\$ 3.09	\$ 451.14
SPV.0180.0	Geogrid Type NX750	SY	4145	\$ 3.09	\$ 12,808.05
SPV.0180.0	Restoration of Disturbed Areas	SY	1062	\$ 9.00	\$ 9,558.00
	Drainage (Ditches, structures, etc)	LS	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL				\$	196,425.59
CONSTRUCTION CONTINGENCY (20%)				\$	39,285.12
OAK HILL CEMETERY PAVING - PHASE 4 TOTAL				\$	235,710.71

OAK HILL CEMETERY PAVING - PHASE 5				Engineer's Estimate	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
205.0100	Excavation Common - EBS (Undistributed)	CY	853	\$ 15.45	\$ 13,178.85
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1706	\$ 30.90	\$ 52,715.40
460.5224	HMA Pavement Type 4LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK)	TON	434	\$ 154.50	\$ 67,053.00
628.1504	Silt Sock	LF	1974	\$ 2.06	\$ 4,066.44
SPV.0180.0	Geogrid Type NX750	SY	4095	\$ 3.09	\$ 12,653.55
SPV.0180.0	Restoration of Disturbed Areas	SY	876	\$ 11.00	\$ 9,636.00
	Drainage (Ditches, structures, etc)	LS	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL				\$	184,303.24
CONSTRUCTION CONTINGENCY (20%)				\$	36,860.65
OAK HILL CEMETERY PAVING - PHASE 5 TOTAL				\$	221,163.89

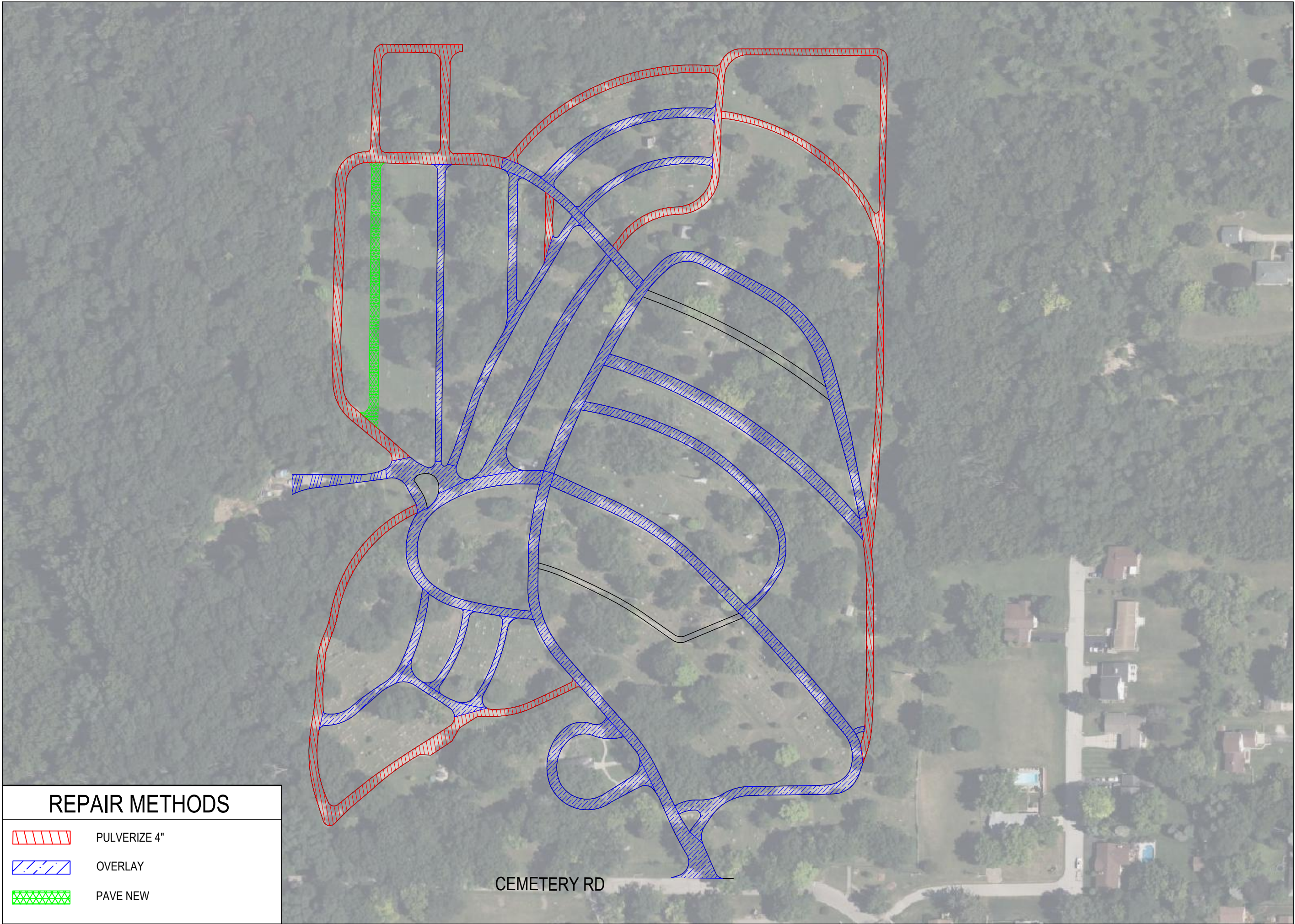


CEMETERY PHASING PLAN

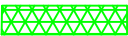
- 1 4
- 2 5
- 3



FILENAME: D:\Wauwatosa_City\Gov\General Files\Lake Geneva_Task Orders\Task Order 40 Cemetery Paving Phase 40 Cemetery Paving\CAD\Oak Hill Cemetery.dwg PLOT DATE/TIME: 1/22/2025 9:35 AM PLOTTED BY: BRIDGET BARRY



REPAIR METHODS

-  PULVERIZE 4"
-  OVERLAY
-  PAVE NEW



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

OAK HILL
CEMETERY

LOCATION:

LAKE GENEVA,
WALWORTH
COUNTY
WISCONSIN

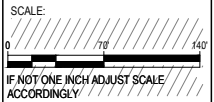
CLIENT:

RELEASE:

PLANNING

REVISIONS:

#	DATE	DESCRIPTION



SEAL:

all in

SHEET:

TREATMENT PLAN

PROJECT MANAGER: NKR
PROJECT NUMBER: 25.xxxx
DATE: 01/21/2025

SHEET NUMBER:

EX-1



CONCESSION AGREEMENT

Concession Agreement made on _____, 2025, between the City of Lake Geneva ("City"), and Geneva Lakes Family YMCA, Inc. ("Concessionaire"),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran' s Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$2,500.00, made in one installment by June 1st
2. Concessionaire agrees to have the concession stand open during the spring and summer season (April 15th through September 15th), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with weekend and/or daily hours of business during seasonal organized sports activities.
3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.
4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.
5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.
6. All notices and orders given to concessionaire shall be sent to Geneva Lakes Family YMCA, Inc.
7. Prior to termination of this Agreement or on or before October 31st of 2026, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran' s Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on- site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

9. The Concessionaire shall pay all license fees and taxes that may be imposed by any City, State or Federal authorities.

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for the indemnity set forth in paragraph 11, with the City named as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

By: _____

Mike Kramp, CEO

Date: _____

CITY OF LAKE GENEVA

By: _____

Mayor Todd Krause

Date: _____

Attest:

By: _____

Date: _____

RESOLUTION OF THE COMMON COUNCIL

Resolution adopting the public participation procedures for both the regular and unique consideration of 2025 amendments to the City of Lake Geneva Comprehensive Plan.

Committee:	Plan Commission approved June 16, 2025
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Fiscal Impact:	N/A
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File Number:	25-R39
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Date:

July 14, 2025

WHEREAS, the City Plan Commission has considered the application for the adoption of the public participation procedures for both the regular and unique consideration of 2025 amendments to the City of Lake Geneva Comprehensive Plan;

WHEREAS, The City Plan Commission held a regular meeting thereon pursuant to proper notice given on June 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Lake Geneva hereby adopts the attached “Public Participation Strategy and Procedures for Both the Regular and Unique Consideration of Amendments to City of Lake Geneva Comprehensive Plan” as required under §66.1001(4)(a), Wisconsin Statutes.

Granted by action of the Common Council of the City of Lake Geneva this 14th day of July 2025.

Council Action:	☐	Adopted	☐	Failed	Vote _____
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Mayoral Action: ☐ **Accept** ☐ **Veto**

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

PUBLIC PARTICIPATION STRATEGY AND PROCEDURES FOR BOTH THE REGULAR AND UNIQUE CONSIDERATION OF 2025 AMENDMENTS TO CITY OF LAKE GENEVA COMPREHENSIVE PLAN

Introduction

A key required component of Section 66.1001 of Wisconsin Statutes—the State’s comprehensive planning legislation—is actively involving community stakeholders as each local comprehensive plan is being developed, updated, or amended. Public participation helps to ensure that the resulting comprehensive plan accurately reflects the vision, goals, and values of citizens of the community.

Section 66.1001(4)(a) of Wisconsin Statutes requires the City of Lake Geneva to adopt, by resolution, written procedures designed to foster public participation at every stage in the preparation or subsequent amendment of its comprehensive plan. The written procedures must provide for wide distribution of the comprehensive plan, an opportunity for the public to submit written comments on the plan, and provisions for local response to such comments.

This document meets this statutory requirement. It serves as the procedures that will be used to consider and potentially adopt amendments to the City of Lake Geneva Comprehensive Plan under both a regular Plan review process, as well as in the instance of responding to a unique Plan amendment circumstance.

Major Goals of Public Participation Strategy

- Provide opportunities for people to participate in processes to consider and adopt amendments to the City’s comprehensive plan.
- Adopt plan amendments that reflect the ideas, desires, and objectives of most residents and property owners.
- Meet both the letter and spirit of Wisconsin’s comprehensive plan legislation.
- Use the City’s Plan Commission as a foundation for guiding the plan amendment process.
- Recognize that the goals expressed above must be balanced with the need to complete the comprehensive plan amendments within a reasonable timeframe.

Selected Public Participation Techniques

The City will, at a minimum, use the following techniques to obtain public input during the plan amendment process:

- Assure that all Plan Commission and City Council meetings to consider and adopt amendments are open to the public, and are noticed as required by state open meeting regulations.
- Provide an opportunity at each public meeting held on the plan amendments for public comment. Some meetings will be designed to encourage wide participation from the public. Other meetings are intended to be work sessions for the Plan Commission, City Council, or some combination. The public comment period will be provided at either the beginning or end of each public meeting, or at one or more other parts of the meeting at the discretion of the Plan Commission or City Council. This will allow the Commission or Council to concentrate on completing tasks without interruption, while still allowing the public an appropriate chance to observe and comment.
- Hold at least one formal public hearing on the proposed comprehensive plan amendments and the adopting ordinance prior to adoption. All members of the public will have an opportunity to

present testimony and offer comments at the public hearing. The public hearing will be noticed and held per the requirements of Wisconsin Statutes, Section 66.1001.

The City may choose to provide additional public participation opportunities above and beyond the minimum opportunities described above.

Opportunities for Comments/Responses on Draft Comprehensive Plan Amendments

The City will have available copies of draft plan amendment materials at City Hall during normal business hours, in addition to being posted on the City's website. The City will also provide copies of the draft and final plan amendments to adjacent and overlapping governments and non-metallic mineral interests as required by statute and to members of the participating public as requested. The City may charge for public copies an amount equal to the costs of time and materials to produce such copies.

Public comments will be solicited and responded to at every stage of the plan amendment process. Written comments on the comprehensive plan amendments may also be delivered, mailed, or emailed to the City Clerk. The City will respond to written comments via mail, email, telephone, meeting, and/or through consideration of appropriate changes to the comprehensive plan, or to the proposed amendments to the comprehensive plan.

RESOLUTION OF THE PLAN COMMISSION			
Resolution recommending to the Common Council public participation procedures for both the regular and unique consideration of 2025 amendments to the City of Lake Geneva Comprehensive Plan.			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	PC-024	Date:	June 16, 2025

WHEREAS, the City of Lake Geneva on March 9, 2020 adopted the City of Lake Geneva Comprehensive Plan, under the authority of and procedures established by §66.1001(4), Wisconsin Statutes; and

WHEREAS, that 2020 Comprehensive Plan document advises both the regular Plan Commission review of the Comprehensive Plan, as well as the ability to respond to unique circumstances which arise in relation to the Comprehensive Plan which are distinct from the regular plan review process, and to enable the City's consideration of potential amendments where the Plan becomes irrelevant or contradictory to emerging policy or trends; and

WHEREAS, §66.1001(4)(a), Wisconsin Statutes, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of the Comprehensive Plan preparation or amendment process, and that such written procedures shall provide for wide distribution of draft plan materials, an opportunity for the public to submit written comments on the Plan materials, and a process for the governing body to respond to such comments; and

WHEREAS, the City of Lake Geneva Plan Commission believes that meaningful public involvement in processes designed to periodically consider and adopt amendments to its Comprehensive Plan is important to ensure that the resulting Plan and adopted amendments meet the wishes and expectations of the public; and

WHEREAS, the attached "Public Participation Strategy and Procedures for Amendments to City of Lake Geneva Comprehensive Plan" includes procedures to foster public participation, ensure distribution of draft plan materials, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Lake Geneva hereby recommends that the Common Council adopt a resolution to constitute official City approval of the attached "Public Participation Strategy and Procedures for Both the Regular and Unique Consideration of Amendments to City of Lake Geneva Comprehensive Plan" as required under §66.1001(4)(a), Wisconsin Statutes.

PC Action: ☒ Adopted ☐ Failed Vote 6-0

Mayoral Action: ☒ Accept ☐ Veto

Todd Krause, Plan Commission Chair

Date

Attest: _____

Amanda Rotondi, Building and Zoning Clerk

Date



To: City of Lake Geneva
From: Jackie Mich, AICP, and Sonja Kruesel, AICP, City Planners
Date: May 5, 2025
Re: Annual Comprehensive Plan Amendment Process

The City adopted the updated Comprehensive Plan on March 9, 2020. As a dynamic community facing a myriad of growth issues, the City regularly receives requests for Plan amendments before the next ten-year update in 2030. To provide a manageable, predictable, and cost effective process, the City has established a single plan amendment cycle every year.

Several Wisconsin communities use an annual plan review and amendment process cycle to ensure these evaluations and adjustments are handled in a predictable and efficient manner. The City Clerk will accept applications for Plan amendments from **May 13 through June 30, 2025**. Applications will be reviewed by the Plan Commission at its July and August meetings. Applicants may adjust their applications to respond to Plan Commission concerns, and all revised applications must be finalized by **August 25, 2025**.

The procedures to adopt or amend a Comprehensive Plan are defined under Section 66.1001(4), Wisconsin Statutes. The City process needs to follow these requirements. The timeline on the following page presents a proposed five-month process to allow for plan amendment requests, consider amendments, and go through the adoption procedures in compliance with the State Statutes.

This approach features a combined meeting of the Plan Commission and Common Council.

During the meeting:

1. Common Council holds a Public Hearing on the requested Plan amendments; and
2. Plan Commission considers Plan amendment requests and public testimony, and then adopts a resolution making a specific recommendation on each of the requested Plan amendments to the Common Council.

At a subsequent meeting of the Common Council, the Council will consider the Plan Commission's recommendations, vote on motions for each requested Plan amendment, and finally, adopt an ordinance to officially adopt the Plan amendments per their individually voted motions.

This combined meeting approach allows for the Plan Commission and Council to hear the same public testimony, prior to the Plan Commission's recommendation, and the Council's actions.

City of Lake Geneva
2025 Annual Comprehensive Plan Amendment Process

Activity	May	June	July	August	Sept.	Oct.
City Announces the Opening of the Plan Amendment Process	May 12					
City Clerk Accepts Plan Amendment Applications	May 13 through June 30th					
Plan Commission Recommends Adoption of the Public Participation Plan		June 16				
Common Council Adopts Public Participation Plan		June 23				
Plan Commission Reviews Plan Amendment Applications			July 21	August 18		
Plan Commission Recommends Setting Public Hearing and Amendment Approvals by Council						
Council Sets Public Hearing date (applications frozen)				August 25		
City Clerk Distributes Requested Plan Amendments to Surrounding and Overlapping Jurisdictions				August 27		
Public Review Period (Newspaper publishes Wed., 9/10)					Sept. 10 – Oct. 13	
Committee of the Whole review of Amendment requests					September (date TBD)	
Joint Meeting: 1. Council Holds Public Hearing 2. Plan Commission Adopts Resolution Recommending Plan Amendments						Oct. 13
Council Adopts Ordinance on Recommended Plan Amendments						October 27
City Clerk Distributes Amended Plan to Surrounding and Overlapping Jurisdictions						After Adoption

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Glen and Sandra Wegner, 708 Madison Street, Lake Geneva, WI , to allow the construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street, Tax Key No. ZCL 00059.

Committee:	Plan Commission approved June 16, 2025
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Fiscal Impact:	N/A
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File Number:	25-R40
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Date:

July 14, 2025

WHEREAS, the City of Lake Geneva Plan Commission has considered the application of Glen and Sandra Wegner, 708 Madison Street, Lake Geneva, WI the construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance, and;

WHEREAS, The City of Lake Geneva Plan Commission held a Public Hearing thereon pursuant to proper notice given on June 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street,

Tax Key No. ZCL 00059

to include all affirmative findings of fact and note staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 14th day of July 2025.

Council Action:	☐	Adopted	☐	Failed	Vote _____
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Mayoral Action: ☐ **Accept** ☐ **Veto**

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

RESOLUTION OF THE PLAN COMMISSION			
Resolution recommending to the Common Council a Conditional Use Permit (CUP) filed by Glen and Sandra Wegner, 708 Madison Street, Lake Geneva, WI , to allow the construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street, Tax Key No. ZCL 00059.			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	PC-021	Date:	June 16, 2025

WHEREAS, the City of Lake Geneva Plan Commission has considered a Conditional Use Permit application filed by Glen and Sandra Wegner, 708 Madison Street, Lake Geneva, WI , to allow the construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street, Tax Key No. ZCL 00059, and;

WHEREAS, the Plan Commission held a Public Hearing thereon pursuant to proper notice given on May 28, 2025 and June 4, 2025, and;

WHEREAS, the Plan Commission made the following findings of fact:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal

and any requirements recommended by the Applicant to ameliorate such impacts, and

WHEREAS, the Plan Commission has recommended the following conditions:

1. The accessory structure shall be complimentary in architectural style and materials to the existing residential structure on the parcel.
2. The applicant shall secure a building permit prior to construction of the accessory structure.
3. No additional accessory structures shall be constructed on the parcel.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission hereby recommends to the Common Council of the Conditional Use Permit filed by Glen and Sandra Wegner, 708 Madison Street, Lake Geneva, WI , to the Common Council to allow the construction of a second residential accessory garage and to exceed the one thousand (1,000) square foot total accessory building coverage allowance on the property located at 708 Madison Street, Lake Geneva, WI, Tax Key No. ZCL 00059, per the findings of fact and additional conditions stated above.

Recommended to the Common Council of the City of Lake Geneva this 16th day of June 2025.

PC Action: ☒ **Adopted** ☐ **Failed** **Vote** 6-0

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

Todd Krause, Plan Commission Chair

Date

Attest:

Amanda Rotondi, Building and Zoning Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: June 16, 2025

Agenda Item: #7a

Applicant:

Glen and Sandra Wegner
708 Madison Street
Lake Geneva, WI

Request:

708 Madison Street

Conditional Use Permit:

- Allow more than one thousand (1,000) square feet of total accessory building coverage
- Allow more than one (1) garage

Description:

This application is for a Conditional Use Permit to allow for the construction of a four hundred sixteen (416) square foot detached garage on an existing developed lot. The lot currently is improved with a single family dwelling, a one thousand forty (1,040) square foot detached garage, and a small shed.

Project Details from CUP Submittal

- The Site Plan for the proposed accessory structure demonstrates that the proposed structure complies with all required setbacks.

	<u>Required in SR-4</u>	<u>Proposed Accessory Structure</u>
Min Street Yard Setback	25 feet	41 feet
Side Yard Setback	3 feet	48 feet
Alley Yard Setback	5 feet	21 feet

- The Site Plan demonstrated that the proposed structure is within the maximum allowed bulk standards.

	<u>Allowed in SR-4</u>	<u>Total after construction</u>
Building Coverage	40 percent (6,900 square feet)	17 percent (2,996 square feet)
Accessory Building Coverage	10 percent (1,725 square feet)	9 percent (1,556 square feet)
Landscape Surface Ratio	50 percent (8,625 square feet)	42 percent (7,199 square feet)

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Conditional Use Permit (CUP):

As part of the consideration of the requested CUP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed CUP;
- Include *findings* required by the Zoning Ordinance for CUPs; and,
- Provide specific suggested *conditions* to modify the project as submitted.

Staff Review Comments:

The proposed conditional use will allow for the construction of a second residential garage on this parcel. All bulk standards are met or exceeded by the proposed plan. It is recommended that the Plan Commission recommend a condition of approval that this structure must be complimentary in architectural style and materials to the principal residential building on the parcel. It should be further noted that this parcel shall not be improved with additional accessory structures as the three (3) accessory building maximum will be met after construction of this project.

Required Plan Commission Findings on the CUP for Recommendation to the Common Council:

A proposed CUP must be reviewed by the standards, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
- a. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.

- f. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
- a. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 - f. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Conditional Use Permit:

1. Staff recommends the Plan Commission recommend approval of the proposed conditional use as submitted.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Finally, staff recommends that *the following additional conditions of approval* be recommended with approval:
 - a. The accessory structure shall be complimentary in architectural style and materials to the existing residential structure on the parcel.
 - b. The applicant shall secure a building permit prior to construction of the accessory structure.
 - c. No additional accessory structures shall be constructed on the parcel.

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district for the property located at 1624 N Lake Shore Drive, Tax Key No. ZLM 00037.			
Committee:	Plan Commission approved June 16, 2025		
Fiscal Impact:	N/A		
File Number:	25-R41	Date:	July 14, 2025

WHEREAS, the City of Lake Geneva Plan Commission has considered the application for a Conditional Use Permit (CUP) filed by Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district, and;

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on June 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit (CUP) filed by Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district for the property located at 1624 N Lake Shore Drive,

Tax Key No. ZLM 00037

to include all affirmative findings of fact and note staff recommendations and the following conditions;

1. A pedestrian easement for the Geneva Shore Path shall be recorded.
2. Permeable pavers shall be installed to the specifications of the City of Lake Geneva Engineer.
3. The City of Lake Geneva Engineer shall inspect the installation of the permeable pavers.
4. The permeable paver shall be maintained annually per the specification of the City of Lake Geneva Engineer.
5. Manor Subdivision Homeowners' Association approval is required before issuance of a building permit.

Granted by action of the Common Council of the City of Lake Geneva this 14th day of July 2025.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date

RESOLUTION OF THE PLAN COMMISSION			
Resolution recommending to the Common Council a Conditional Use Permit (CUP) filed by Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district for the property located at 1624 N Lake Shore Drive, Tax Key No. ZLM 00037.			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	PC-022	Date:	June 16, 2025

WHEREAS, the City of Lake Geneva Plan Commission has considered a Conditional Use Permit application filed by T Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district for the property located at 1624 N Lake Shore Drive, Tax Key No. ZLM 00037, and

WHEREAS, the Plan Commission held a Public Hearing thereon pursuant to proper notice given on June 16, 2025, and

WHEREAS, the Plan Commission made the following findings of fact:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts, and

WHEREAS, the Plan Commission has recommended approval with the following conditions:

1. A pedestrian easement for the Geneva Shore Path shall be recorded.
2. Permeable pavers shall be installed to the specifications of the City of Lake Geneva Engineer.
3. The City of Lake Geneva Engineer shall inspect the installation of the permeable pavers.
4. The permeable paver shall be maintained annually per the specification of the City of Lake Geneva Engineer.
5. Manor Subdivision Home Owners' Association approval is required before issuance of a building permit.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission hereby recommends to the Common Council of the Conditional Use Permit filed by Katie Coderre, 2125 Hagen Lane, Flossmoor, IL 60422, for a request to construct a new single family home within the Estate Residential-1 (ER-1) zoning district for the property located at 1624 N Lake Shore Drive, Tax Key No. ZLM 00037, per the findings of fact stated above and one condition of approval stated above.

Recommended to the Common Council of the City of Lake Geneva this 16th day of June 2025.

PC Action: ☒ **Adopted** ☐ **Failed** **Vote** **6-0**

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

Todd Krause, Plan Commission Chair Date

Attest:

Amanda Rotondi, Building and Zoning Clerk Date

Do not permit
Not for Construction

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Addis Architecture reserves all proprietary rights, including copyright, to this drawing and all data appearing thereon in either printed or electronic form. Said drawings and data are the exclusive property of Addis Architecture and are instruments of service for use solely with respect to this project. Said drawings and data shall not be duplicated or otherwise used without the written consent of Addis Architecture. Unauthorized reproduction or use is strictly prohibited, violates the copyright laws of the United States of America and will subject the violator to legal prosecution.

Sheet Title
Architectural
Site Plan

Project Number:
24-431

Date:
6-13-25

Site Plan Notes

- Contact and complete underground utility locating service (Julie or Diggers) or similar, before any work shall begin
- This site plan is schematic in design and drawn as an Architectural plan for reference only. Property lines and setback lines are shown only using data from G.I.S. systems and aerial photography mapping. The exact layout and location of this structure shall be provided and documented by a registered/ licensed surveyor in the state of this project. Do not use these drawings for location and placement of structure as they are schematic in nature for project planning purposes
- Grade elevations that may be shown on these Architectural drawings are schematic in nature and are for planning purposes only. Civil engineer soil elevations take precedence over any listed elevations included in this drawing
- Verify property line information and set backs with surveyor and/or building official and zoning department of site municipality
- Notify Architect of discrepancies between these plans and actual field conditions before beginning work
- Contractor may adjust location of stepped foundation wall heights to match final grade on site to conform to actual field conditions so long as the structural components (Beams, Headers) remain unchanged without modification. Notify Architect if adjustments effect other components
- Reference general specifications within these plans for sitework details, protection of vegetation, and protection of surrounding and adjacent property including soil erosion control
- Verify impervious surface regulations with zoning department of municipality. Verify written compliance documentation such as Land Use, Land Disturbance, and Planning and Zoning Permits. All permits shall be posted in an obvious area before beginning work.

Surface Calculations

Total lot area - 7,405.2 s.f.
Total allowable surface coverage 40% (7,405.2 x 0.4 =) 2,962 s.f. allowable

- Main structure (total) 2,016 s.f.
- Front porch 89 s.f.
- Rear deck 190 s.f.
- Pervious Drive (at 50%) 173 s.f.
- Pervious Walk (at 50%) 120 s.f.
- Pervious Paver Patio (at 50%) 285.5 s.f.

Actual surface coverage = 2,873 s.f. (38.8%) < 2,962 s.f. (40%) allowable

Zoning Notes

- LAKE SIDE SETBACK- The current existing structures distance from the lake can be maintained by the new build. This distance is also subject to the view lines from each neighbor as it must not make the view less than the current view (line from corner to corner of each building)
- SIDE YARD SETBACK - Must conform to current zoning standards - 15' total, minimum of 6' on one side
- STREET YARD SETBACK - 25', or an average of each adjacent property
- MAXIMUM HEIGHT - 32' from the average grade to the average roof depth
- Maximum of 40% surface coverage. This includes any built structure, walks, drives, decks, patios, etc.
- Civil engineering for Storm Water Management, building placement, and erosion control will be required after preliminary review for final submittal. This includes the installation of a rock garden, soil stabilization, and the precise location of all structures, walks, drives, etc.

Inside 100' OHWM ONLY
Existing Building coverage - (1,365+149)=1,514 s.f.
New Building Coverage - 1,514 s.f.

Existing Structure Coverage (deck) = 190 s.f.
New Structure Coverage (deck)= 190 s.f.

Existing Impervious Surface (within 100')

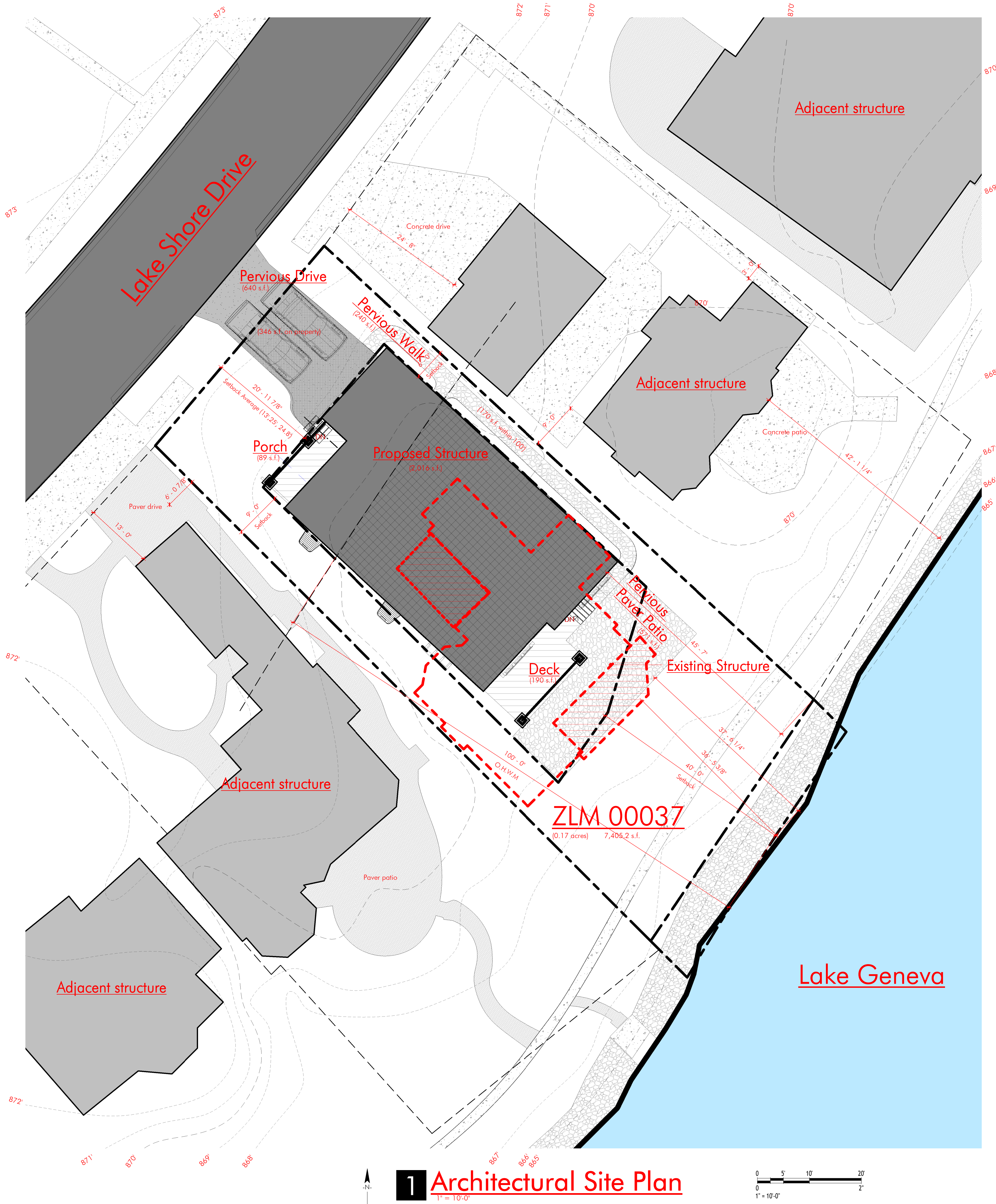
- Existing Building 1,365 s.f.
- Existing Pavers 993 s.f.
- Existing Deck 190 s.f.
- Existing Covered Porch 149 s.f.

Total Existing=2,697 s.f.

New Impervious Surface (within 100')

- Building 1,514 s.f.
- Deck 190 s.f.
- Walk (at 50%) 85 s.f.
- Patio (at 50%) 285.5 s.f.

Total New - 2,074.5 s.f.



APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

1624 N Lake Shore Drive, ZLM 00037,

LOT 4 BLK 18 LAKE GENEVA MANOR (TRACT #17) CITY OF LAKE GENEVA

Name and Address of Current Owner: JAON A BAFES TRUST, c/o Kaite Coderre

2125 Hagen Lane Flossmoor, IL 60422

Telephone No. with area code & Email of Current Owner: 708-845-1384

jccoderre@aol.com

Owner Signature: _____

Kaite

04 / 17 / 2025

Coderre

Name and Address of Applicant:

Jacob Addis, Architect, Addis Architecture LLC

672 W. Main St #462 Lake Geneva, WI

Telephone No. with area code & Email of Applicant: 262-374-5007

jaddis@addisarch.com

Proposed Conditional Use: Single Family Residential

Zoning District in which land is located: ER-1

Names and Addresses of architect, professional engineer and contractor of project:

Addis Architecture LLC 672 W. Main St #462 Lake Geneva, WI

Lynch & Associates LLC 440 Milwaukee Ave, Burlington, WI 53105

Doomis Custom Builders 44 N Western Ave Carpentersville, IL 60110

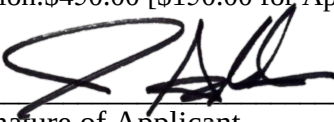
Short statement describing activities to take place on site:

The demolition of an existing non-conforming single family structure/ construction of a new
single family structure following the current zoning ordinance setback distances improving
the alignment to its goals and objectives

Conditional Use Fee payable upon filing application: \$450.00 [\$150.00 for Application Under Sec. 98-407(3)]

4-17-25

Date 02/27/2025


Signature of Applicant

Jacob Addis 1624 Lake Shore Drive Cost Recovery #

Petitioner Name Project Address

OFFICE USE ONLY Description of Request

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. The City Administrator at any time may require an applicant to submit an advance deposit of **\$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** Surplus deposits shall be returned to the Applicant at the conclusion of the project.

Jacob Addis, as applicant/petitioner for

Project: Coderre Residence

Project Address: 1624 Lake Shore Drive

Parcel No. ZLM 00037

Name: Jacob Addis

Address: 672 W. Main St #462

Lake Geneva, WI 53147

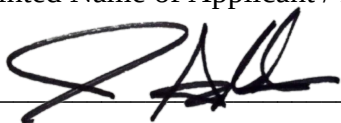
Cell Phone: (815) - 289 - 7274 Phone: (262) - 374 - 5007

Email: Jaddis@addisarch.com

Dated this 17 Day of April, 20 25

Jacob Addis

Printed Name of Applicant / Petitioner



Signature of Applicant/Petitioner

Applicant/Petitioner agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof

Section 98-935 Fees:

(1) Fees for Procedures or Permits Requested by a Private Party: The fees for the procedures and permits established by this Chapter shall be established by resolution of the Common Council of the City of Lake Geneva

(2) Fees for Procedures Requested by the City of Lake Geneva: There shall be no fee in the case of applications filed in the public interest by the Common Council or the Plan Commission, other agency, or official of the City of Lake Geneva.

(3) Payment of Fees: Fees shall be payable at the time applications are filed with the appropriate officer of the City (per the requirements of this Chapter), and are not refundable.

(4) Professional Consultant Review Services: The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission. The City may apply the charges for these services to the Petitioner. The City will require the Petitioner to sign a professional consultant review services form. The City Administrator at any time may require an applicant to submit an advance deposit **of \$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to a Petitioner, but which are not paid, may be assigned by the City as a special assessment to the subject property.

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR: CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Application form filed with Zoning Administrator: Date: _____ by: _____

____ Application fee of \$ ____ received by Zoning Administrator: Date: _____ by: _____

____ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 1 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator) Date: _____ by: _____

↓ *Draft Final Packet (1 Copies and 1 Digital Copy to Zoning Administrator)* Date: _____ by: _____

↓

____ (a) **A map of the proposed conditional use:**

- ____ Showing all lands for which the conditional use is proposed;
- ____ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
- ____ Map and all its parts are clearly reproducible with a photocopier;
- ____ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
- ____ All lot dimensions of the subject property provided;
- ____ Graphic scale and north arrow provided.

____ (b) **A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:**

____ (c) **A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;**

_____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

_____ (e) Written justification for the proposed conditional use:

_____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (*See below*)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The use of the subject property will remain unchanged, ER-1, with no impact on the other surrounding adjacent existing non-conforming properties through-out the neighborhood. All current building setbacks will be followed which is an improvment aligning closer to the adopted ordinance than the current existing structure

2. How is the proposed conditional use, in its specific location, in harmony with the purposed, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The proposed conditional use will remain unchanged, ER-1. The existing properties setback distance of 0.8' will be demolished and the new structure will maintain current zoning standard setbacks of 15' total, not less than 6' on one side

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

The proposed use does not impact the surrounding homes of the neighborhood and improves the character and Architectural style to closer match other near-by properties. Furthermore the new construction improves distance to the to the adjacent structures by following current sideyard setback standards

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Through-out the neighborhood of existing non-conforming single family properties, the proposed conditional use remains unchanged from its current use, enhances the property to provide value and conformity for harmonious relationship with the surrounding neighborhood

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

The proposed conditional use will not cause burden, and will improve servicability by public services and agancies by increasing access, reducing non-conformity and further aligning with the City's long term plans

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

IV. FINAL APPLICATION PACKET INFORMATION

____ Receipt of 1 full scale copy in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ Receipt of 1 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____

____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice published on _____ and _____ by: _____

____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR: SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)

This form should be used by the Applicant as a guide to submitting a complete application for a site plan review and by the City to process said application. Part II should be used by the Applicant to submit a complete application; Parts I - III should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Application form filed with Zoning Administrator: Date: _____ by: _____

____ Application fee of \$ ____ received by Zoning Administrator: Date: _____ by: _____

____ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 1 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

↓

Draft Final Packet (1 Copies and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

↓

____ (a) **A written description of the intended use describing in reasonable detail the:**

____ Existing zoning district(s) (and proposed zoning district(s) if different);

____ Land use plan map designation(s);

____ Current land uses present on the subject property;

____ Proposed land uses for the subject property (per Section 98-206);

____ Projected number of residents, employees, and daily customers;

____ Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;

____ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

- _____ Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;
- _____ If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";
- _____ Exterior building and fencing materials (Sections 98-718 and 98-720);
- _____ Possible future expansion and related implications for points above;
- _____ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

_____ (b) **A Small Location Map** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

_____ (c) **A Property Site Plan drawing which includes:**

- _____ A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;
- _____ The date of the original plan and the latest date of revision to the plan;
- _____ A north arrow and a graphic scale (not smaller than one inch equals 100 feet);
- _____ A reduction of the drawing at 11" x 17";
- _____ A legal description of the subject property;
- _____ All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- _____ All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- _____ All required building setback lines;
- _____ All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- _____ The location and dimension (cross-section and entry throat) of all access points onto public streets;
- _____ The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;
- _____ The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;
- _____ The location of all outdoor storage areas and the design of all screening devices;
- _____ The location, type, height, size and lighting of all signage on the subject property to include a photometric plan;
- _____ The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;
- _____ All engineering requirements for utilities, site designs, etc;
- _____ The location and type of any permanently protected green space areas;
- _____ The location of existing and proposed drainage facilities for storm water;

_____ In the legend, data for the subject property on:

- _____ Lot Area;
- _____ Floor Area;
- _____ Floor Area Ratio (b/a);
- _____ Impervious Surface Area;
- _____ Impervious Surface Ratio (d/a);
- _____ Building Height.

_____ (d) **A Detailed Landscaping Plan of the subject property:**

- _____ Scale same as main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing the location of all required buffer yard and landscaping areas
- _____ Showing existing and proposed Landscape Point fencing
- _____ Showing berm options for meeting said requirements
- _____ Demonstrating complete compliance with the requirements of Article VI
- _____ Providing individual plant locations and species, fencing types and heights, and berm heights;

_____ (e) **A Grading and Erosion Control Plan:**

- _____ Same scale as the main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing existing and proposed grades including retention walls and related devices, and erosion control measures.

_____ (f) **Elevation Drawings of proposed buildings or remodeling of existing buildings:**

- _____ Showing finished exterior treatment;
- _____ With adequate labels provided to clearly depict exterior materials, texture, color and overall appearance;
- _____ Perspective renderings of the proposed project and/or photos of similar structures may be submitted, but not in lieu of adequate drawings showing the actual intended appearance of the buildings.

NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law and shall be subject to all applicable enforcement mechanisms and penalties.

NOTE: Modification of an Approved Site Plan: Any and all variation between development and/or land use activity on the subject property and the approved site plan is a violation of law. An approved site plan shall be revised and approved via the procedures of Subsections 98-908(2) and (4) so as to clearly and completely depict any and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

III.FINAL APPLICATION PACKET INFORMATION

_____ Receipt of 1 full scale copy in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ Receipt of 1 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____

Development Review Committee (DRC) Application

Complete as much detailed information as possible to allow for a comprehensive departmental review prior to a Development Review Committee meeting. This application must be returned to the Building Inspector, with all conceptual plans, designs and other information prior to the scheduling a DRC meeting.

Applicant Information

Property Address _____

Applicant name _____

Applicant email _____ Phone Number _____

Architect/Contractor/Designer Name _____

Architect/Contractor/Designer Email _____ Phone Number _____

Type of Construction: New _____ Addition _____ Remodel _____

Type of Development: Single-family _____ Multi-family _____ Commercial _____ Industrial _____

Type of Business _____

Engineering

Site Plans should include the following: Project title and owner's/developer's name and address noted, architect's and/or engineer's name and address noted, property boundaries and dimensions, abutting property zoning classifications, general description of building materials, façade and roof detail, setback lines indicated, easements for access, if any, 100-year floodplain identification, existing and proposed topography shown at a contour interval of one foot, indicating proposed grade and location of improvements, signage and outdoor lighting, number of parking spaces provided, type, size and location of all structures with all building dimensions shown, location of existing and general location of proposed sanitary sewers, storm sewers, water-mains, and any proposed stormwater management facilities, location, extent and type of proposed landscaping and landscaping plantings and buffers to adjacent property, including fencing or other screening, location of pedestrian sidewalks and walkways, graphic outline of any development staging that is planned, driveway locations and sizes, handicap accessibility, environmental concerns (odor, smoke, noise, graphic scale and north arrow).

- Storm water management provisions provided? YES / NO
 - As-built/certification notification
- Erosion control plan provided? YES / NO
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / NO
- Utility Plans Provided
 - Watermain
 - Sanitary Sewer
 - Storm Water
- Is a Land Division required? YES / NO
- Access points and dimensions shown? YES / NO
 - WISDOT Right-of-way?
 - County Right-of-way?
- Estimated Traffic impacts _____
 - Traffic Study Required YES/NO
 - Traffic Control Plan Required YES/NO
 - Will construction affect street parking or intersections? YES / NO

- Paving Materials, Typical Sections? YES / NO
- WDNR Notice of Intent required? (Land disturbance more than 1 acre)? YES / NO
- Watermain extension required? YES / NO
- Sanitary sewer extension required? YES / NO
- SEWRPC Service Area Amendment needed? YES / NO
- Is a Chapter 30 Permit (wetland/waterway) required? YES / NO
- Proposed building/expansion dimensions _____
- Will there be signage? YES / NO type (mounted, freestanding) _____
- Exterior lighting plans? YES / NO
- What kind of noise or level of noise will the business have? _____
- Detailed property Site Plan? YES / NO Date of Plan: _____
- Green Space Calculations (Existing vs. Proposed) YES / NO
- Are landscape plans provided? YES / NO
- Is a Land Division required? YES / NO

Water/Sewer Utilities

If an existing structure please circle the following:

- Will existing sewer & water connections be used? YES / NO
- Will your project require the installation of a grease interceptor? YES / NO

If the development is Commercial or Industrial, please provide the following:

- Water service size requirement _____
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms _____
- Brief description of process (if Industrial) _____

If the development is a multi-family dwelling, please provide the following:

- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____

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COMPLETED

04 / 17 / 2025

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The document has been completed.



City of Lake Geneva

Lakefront: Office of the Harbormaster
626 Geneva Street Lake Geneva, WI 53147

MEMORANDUM

To: Mayor & Lake Geneva City Council

From: Erick Nicia, Harbormaster

Date: July 11, 2025

Subject: Update on Piers and Harbor Committee Action Regarding the Lagoon Pier

On Tuesday, July 8, 2025, the Piers, Harbor, and Lakefront Committee discussed the future status of the Lagoon Pier. After a thoughtful discussion and a thorough review of the current structural and safety concerns of the Lagoon's dam, spillway, and seawalls, the committee voted **NOT** to reinstall the piers at this time. The motion passed with the understanding that the matter **MAY** be reconsidered at a later date, pending further evaluation and necessary improvements to the area.

The committee's primary concern centers on the safety and integrity of the dam and spillway system located next to where the piers would be placed. Ensuring the long-term safety of this system is essential, not only for the preservation of City assets and public safety but also for maintaining the ecological and recreational quality of Geneva Lake.

This decision enables us to proceed with critical next steps, including:

- A full **inspection of the dam and spillway system** to assess current conditions and potential vulnerabilities.
- **Dredging and sediment management** in and around the lagoon area to ensure water flow, navigability, and future structural compatibility
- A strategic evaluation of **long-term infrastructure planning** related to pier placement, lakefront safety, and access.

While the committee fully recognizes the importance of these piers to our community, we also understand the responsibility we bear in stewarding public infrastructure with diligence and foresight. This action reflects a proactive approach to lakefront management that places safety, sustainability, and responsibility at the forefront. To allow PHL to continue our work, please vote NOT to reinstall the Lagoon Pier at this time and MAY choose to revisit installation at a later time.

I will continue to update the City Council members as planning processes advance.

Please feel free to contact me with any questions or if further clarification is needed.

Respectfully,

A handwritten signature in black ink, appearing to read "Erick Nicia", written in a cursive style.

Erick Nicia, Harbormaster

City of Lake Geneva