



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147-262.248.3673-[www.cityoflakgeneva.gov](http://www.cityoflakgeneva.gov)

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**Amended** Common Council Agenda  
Monday, January 26, 2026 - 6:00 PM  
Lake Geneva City Hall; Council Chambers

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Reconsider 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 Special Council Minutes of December 22, 2025
  - b. Approve the Regular Council Minutes of January 12, 2026
  - c. Public Event with Street Use Permit application filed by the Geneva Lakes Family YMCA for the Sprint for Spring 5k Run/Walk on April 25, 2026
  - d. Public Event Permit application filed by the Alzheimer's Association for the Walk to End Alzheimer's in Walworth County on September 19, 2026, in Library Park
  - e. Acceptance of the Pre-Paid and Regular Check Reports
10. Items removed from the Consent Agenda
11. Ordinances and Resolutions
  - a. Resolution 26-R05: A resolution amending the Schedule of Fees - Alcohol License Fees (*recommended by the FLR Committee 01/20/2026*)
  - b. Resolution 26-R06: A resolution authorizing May 9, 2026, as World Migratory Bird Day in the City of Lake Geneva

12. Discussion/Action regarding approval of Financial Software Contract with BS&A (*recommended by the FLR Committee 01/20/2026*)
13. Discussion/Action regarding the Comprehensive Outdoor Recreation Planning (CORP) 2026 (*recommended by the PHL Committee and Park Board 01/20/2026*)
14. Discussion/Action regarding mitigating parking loss through purchase or lease of trolleys
15. Discussion/Action regarding the HWY 50 pathway recommendation from Hillmoor Commission and Park Board
16. Discussion/Action regarding Offer to Purchase and Counter-offer #1 Sheridan Springs Property
17. Discussion/Action regarding directing the City Administrator to compose and send a letter to our State Representatives regarding City proposals to financial disruptions caused by the State's reconstruction of HWY 50 in the city (*Agenda item request form submitted by Alders Fesenmaier and Yager*)
18. Discussion/Action regarding potential ordinance change to enable two alders to submit agenda items to any committee, commission, board or council (*Agenda item request form submitted by Alders Fesenmaier and Yager*)
19. Mayoral Appointments
  - a. Kenton Martzke - BID board term expiring January 1, 2027
20. 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 the Sheridan Springs Property, and Wisconsin Statutes 19.85 (1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding Bloomfield Holdings, LLC and Fairwyn SB, Inc. and City of Lake Geneva v. Village of Bloomfield and Town of Bloomfield
21. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session
22. 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:** January 23<sup>th</sup>, 2026  
**Re:** Council Agenda and Updates

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

### **AGENDA COMMENTS**

**14.** The Mayor's committee on HWY 50 has been meeting regularly to discuss the different strategies for handling HWY 50 disruption due to lost parking spaces and how to accommodate the getting people from remote locations. It was brought to the committee's attention that there are currently two trolleys available for sale for \$100,000 from Jones Transport for the purpose of moving people from remote parking areas to downtown. The staff and some members of the committee have done some preliminary review of this opportunity including viewing the two trolleys. At this time, we have identified many questions that need to be answered to have a thorough understanding of the feasibility of operating a trolley service during construction by the City. However, before staff move forward on putting this information together it is important for the Council to have a conversation of whether this is something you would like us to continue to pursue. As these trolleys are for sale now and they become available this summer for use it is important for us to move this forward expeditiously if there is a desire to move forward with this purchase.

**15.** The Park Commission and Hillmoor Commission have both requested that there be an 8-foot pathway in front of the Hillmoor property instead of sidewalk. In the meeting with the DOT on Tuesday the 20<sup>th</sup> this item was brought up for discussion. This area was originally shown in the plans as a path but at some point, it was requested to move it to a sidewalk. The DOT is fine with doing either design but as they are finalizing plans now, they need to know if they should be switching the design to a pathway. I do not have at this time an answer on additional cost, if any, will be incurred for construction from the change. I do need to note that the 8-foot path requested would more than likely be a 10-foot path as that is the required standard for pathways.

**16.** This item while previously discussed in closed session, is being moved to open session due to attorney recommendation based on a recent 2025 appeals court decision. As the City Attorney states in his attached memo, because the terms were met and it is subject to ratification by the City Council the discussion needs to be in open session. In the event the Council wishes to further discuss terms then they may be able to request to go into closed session to further negotiate.

### **UPDATES:**

1. Channel 25 is still not complete, and I have not heard back from them on scheduling the installation. I have been reaching out via email and phone regularly and will continue to do so until we get an installation date.

2. The next strategic planning session date is still trying to be finalized but it will now be later in February. With this timing change it will push back the final report and review of the plan into the month of April.
3. Staff met with the DOT in a staging and planning meeting on January 20<sup>th</sup> and discussed the sequencing of construction across 2027 and 2028 as well as some outstanding construction details. We discussed some issues regarding curb replacements, sidewalk replacements and the ADA requirements for them and the potential request for a pathway instead of a sidewalk along Hillmoor and the design considerations for that change. In addition, we discussed the timing of making requests for decorative signals and possible light pole replacements.

**City of Lake Geneva Common Council Minutes**  
**Monday, December 22, 2025 - 9:00 AM**  
**Lake Geneva City Hall; Council Chambers**

**Call to Order**

by Mayor Krause at 9:00 am.

**Pledge of Allegiance**

by Alder Smith.

**Roll Call**

Present: Todd Krause, Sherri Ames, JaNelle Powers, Mary Jo Fesenmaier, Linda Frame, Joel Hoiland, Brian Smith, Cynthia Yager and Cathy Stoodley. Absent: None. Others present: City Administrator Dave De Angelis, City Clerk Lacey L. Reynolds, City Attorney Dan Draper, Finance Director Laura Pisarcik and other interested persons.

**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**

Luke Pfeifer, Nick Ponspe, Williams Bay resident and Tom Keefe all spoke regarding the Short Term Rental fee.

**Resolution 25-R61: A resolution amending the Schedule of Fees - Short Term Rental Fee**

Administrator De Angelis explained the fee change was not listed on the previous fee schedule update in November and the Short Term Rental fee needs to be amended. During the budget process, the fee increase was discussed and edited to cover the cost of a new full-time Code Enforcement employee. The current fee includes the cost of short-term rental software but does not include adding the new employee wages. Discussion took place regarding fees, processes, cost of service pricing and possible incentives. Motion by Ames to approve, second by Frame. Roll call vote: Ames, yes; Frame, yes; Powers, yes; Smith, no; Stoodley, yes; Fesenmaier, yes; Hoiland, no; Yager, yes. Motion carried 6-2.

**Adjournment**

Motion by Ames to adjourn, second by Stoodley. Voice vote, approved, motion carried. Adjourned at 9:37 am.

Lacey L. Reynolds  
City Clerk

**City of Lake Geneva Common Council Minutes**  
**Monday, January 12, 2026 - 6:00 PM**  
**Lake Geneva City Hall; Council Chambers (Main Level)**

**Call to Order** - by Mayor Krause at 6:00 pm.

**Pledge of Allegiance** - by Alder Stoodley.

**Roll Call**

Present: Todd Krause, Sherri Ames, JaNelle Powers, Mary Jo Fesenmaier, Linda Frame, Brian Smith, Joel Hoiland, Cathy Stoodley and Cynthia Yager. Absent: None. Others present: City Administrator Dave De Angelis, City Clerk Lacey L. Reynolds, City Attorney Dan Draper, Finance Director Laura Pisarcik, Building & Zoning Director, Fire Chief John Peters and other interested persons.

**Awards, Presentations, Proclamations, and Announcements**

Mayor Krause announced meeting about a possible trolley acquisition.

**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**

Constance Kosowski, Nick Vorpapel, Sean Payne, Mark Moller Gunderson, Beverly Leonard, Shannon Blay, Tom Hartz, Elliott Leech, Bridget Leech, Scott Koster, Young Cho, Lynella Gramm, Michelle Walsh, Elena Bisabarro, Corbin Koster, Spyro Condos, Jim Connors, Peggy Schneider, Jim Gaugert, Josh Holmes and Michelle Noel all spoke in favor item 15 Sheridan Springs Property. Troy Dyer, Bill Huntress, Ross Magnuson, Chantal Schuerr and Gary Milliette spoke against item 15 Sheridan Springs Property. Peg Esposito spoke about items 11, 13c and against item 15.

**Acknowledgement of Correspondence**

City Clerk Reynolds reported 3 communications were received regarding item 15 Sheridan Springs Property and copies are available for review.

**City Administrator's Report**

Administrator De Angelis reported there are no new updates regarding Channel 25 and the Strategic Plan Think Tanks were last week when approximately 50 people attended each session.

**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 all listed, second by Ames. Voice vote, approved, motion carried.

**Approve the Regular Council Minutes from December 8, 2025 Acceptance**

**of the Pre-Paid and Regular Check Reports**

**Temporary Class "B" Beer License application filed by St Francis de Sales Parish for the Chili Cook Off on January 17, 2026, Robert McCormick, Agent**

**Temporary Class "B" Beer / "Class B" Wine License application filed by St Francis de Sales Parish for the Valentine Spaghetti Dinner on February 14, 2026, Robert McCormick, Agent**

**Temporary Class "B" Beer License application filed by St Francis de Sales Parish for the Irish Trivia Night on March 17, 2026, Robert McCormick, Agent**

**Approval of Pay App 1 from Kompan for the Vet's Park Playground in the amount of \$240,204.70 Approval of Pay App 6 from Wolf Paving for the 2025 Street Program in the amount of \$32,310.00**

**Approval of Acquisition and Appraisal Services for STH 120 in the amount of \$31,160.00**

**Items removed from the Consent Agenda** - None.

**Ordinances and Resolutions**

**Resolution 26-R01 A resolution amending the Schedule of Fees - Lakefront Fees**

Motion by Yager to approve, second by Stoodley. Discussion took place about a scrivener's error and how it does not affect the item on today's agenda. Discussion continued about fee increases, percentages and the lagoon fees being removed. Voice vote, 6-approved, 2-opposed (Fesenmaier and Frame), motion carried.

**Discussion/Action regarding city beach bracelets with QR code (continued from November 24, 2025, Council meeting)**

Motion by Smith to approve, second by Yager. Discussion took place about business advertisement through the QR code. Roll call vote: Smith, yes; Yager, yes; Stoodley, yes; Hoiland, yes; Frame, no; Fesenmaier, no; Powers, no; Ames, no. Tie vote 4-4. Mayor Krause voted no, motion failed. This item will go back to the Piers, Harbors and Lakefront Committee.

**Discussion/Action on the recommendations of the Plan Commission**

**Ordinance 26-01 An ordinance amending subsections (2)(a) and (b) Section 98-706, Exterior storage standards in residential zoning districts, of Article 7, Performance Standards of Chapter 98, Zoning of the Municipal Code of the City of Lake Geneva, changing when recreational vehicles, boats, boat trailers, canoes, kayaks, canoe trailers, and kayak trailers may be parked on an existing driveway in front or side yards**

Motion by Hoiland to approve, second by Stoodley. Building and Zoning Director Hanlon reviewed the changes to the code. Alder Frame wanted clarification of the date changes. The updated dates are April 1 until November 15. Voice vote, approved, motion carried.

**Resolution 26-02 A resolution authorizing the approval of a Limited Conditional Use Permit application filed by Kristin Stahulak, POB 312, Pell Lake, WI, to operate a Commercial Indoor Lodging facility at 723 Williams Street, Tax Key No. ZF 00028**

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

**Resolution 26-03 A resolution authorizing the approval of an Amended Planned Development— Precise Implementation Plan (PIP) application filed by Bloomfield Holdings, LLC, 875 Townline Road, Lake Geneva, WI, to allow for a single family residential development for the property located at Townline Road and North Road, Tax Key No. ZYUP 500003**

Motion by Hoiland to approve, second by Smith. Alder Fesenmaier asked for a review of what was proposed and removed by the Plan Commission. Discussion took place. Motion by Fesenmaier to amend Resolution 26-03 to add in more trees per staff satisfaction, second by Ames. Discussion continued regarding adding more trees, how many trees, where trees should be added, staff and Plan Commission recommendations. Hanlon explained she recommends trees behind the homes in addition to the lot line, but not doubling the amount of trees. Motion by Hoiland to suspend the rules so Rick Zerk can speak, second by Smith. Roll call vote: Hoiland, yes; Smith, yes; Frame, no; Fesenmaier, no; Powers, no; Ames, no; Yager, no; Stoodley, yes. Motion failed 3-5. Discussion continued and Hanlon recommended the developer amend the landscape plan per staff satisfaction. Roll call vote for amendment 1: Fesenmaier, yes; Ames, yes; Yager, yes; Hoiland, no; Powers, yes; Stoodley, yes; Smith, no; Frame, yes. Motion carried 6-2. Motion by Fesenmaier to amend Resolution 26-03 to add in a buffer of bushes with staff review and approval, second by Powers. Alder Hoiland asked for it be noted on record that he resents the inappropriate comment by Alder Fesenmaier. Roll call vote: Fesenmaier, yes; Powers, yes; Frame, yes; Stoodley, yes; Smith, no; Ames, yes; Yager, yes; Hoiland, no. Motion carried 6-2. Main motion - Roll call vote: Hoiland, yes; Smith, yes; Stoodley, yes; Powers, yes; Fesenmaier, yes; Ames, yes; Yager, yes; Frame, yes. Motion carried.

**Resolution 26-04 A resolution authorizing the approval of a Final Plat of Subdivision for Symphony Bay Phase 8 at the Southwest Corner of Townline Road and North Road, Lake Geneva, WI Tax Key No. ZYUP 500003 filed by Bloomfield Holdings, LLC, 875 Townline Road, Unit 103, Lake Geneva, WI**

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

**Discussion/Action regarding Performance Review Policy Framework and Form**

Motion by Smith to approve, second by Hoiland. Administrator De Angelis summarized the revisions and discussion took place regarding the edits. Voice vote, approved, motion carried.

**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 Offer to purchase Sheridan Springs Property and 19.85 1 (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding Employment Contract for the Fire Chief**

Motion by Yager to adjourn to closed session to include the City Administrator, City Clerk, City Attorney, Finance Director and Fire Chief, second by Stoodley. Roll call vote: Yager, yes; Stoodley, yes; Hoiland, yes; Smith, yes; Frame, yes; Fesenmaier, yes; Powers, yes; Ames, yes. Motion carried. Adjourned to closed session at 8:37 pm. The Council took a 5

minute recess.

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

Returned to open session at 10:12 pm. Motion by Hoiland to approve the employment contract for the Fire Chief and remove paragraph 3, second by Smith. Voice vote, 7-approved, 1-opposed (Fesenmaier), motion carried.

Motion by Frame to direct staff to negotiate with the buyer as discussed in closed session, second by Ames. Roll call vote: Frame, yes; Ames, yes; Smith, yes; Stoodley, yes; Powers, yes; Yager, yes; Hoiland, yes; Fesenmaier, no. Motion carried 7-1.

**Adjournment**

Motion by Ames to adjourn, second by Stoodley. Voice vote, approved, motion carried. Adjourned at 10:15 pm.

Lacey L. Reynolds, City Clerk



## Agenda Item Memo

City of Lake Geneva

Committee: Council

Meeting Date: 1/26/2025

Agenda Item Number: \_\_\_\_\_

Subject / Title: GLYMCA 5k and Walk to End Alzheimer's Event Approval

Submitted By: David Winger

### Background / Request

Staff preliminarily approved the GLYMCA 5k and Walk to End Alzheimer's event applications and submitted them for recommendation at FLR on 1/20/2026. FLR recommended them to be reviewed at Council as is the process for special events and we are looking for final approval from Council.

### Fiscal Impact / Budget

- Estimated Cost: \_\_\_\_\_
- Funding Source: \_\_\_\_\_ (e.g., General Fund, TID, Water Utility, Grants)
- Budget Status:  Within Budget  Over Budget  Budget Amendment Required
- GL Number

*(If applicable, note grant awards, cost-sharing, or capital plan references.)*

Not Applicable

### Ordinance/Policy Implications/Changes:

Not Applicable

### Recommendation:

Approve events

### Implementation/Next Steps

Name of Committee	Date of Meeting	Outcome

Attachments: Yes

Reviewed by	Date:	Comments

### CITY OF LAKE GENEVA EVENT PERMIT APPLICATION



For events using City Parks or other Public Property.

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.

Submit to: parksdirector@cityoflakegeneva.gov

Do not use this form if your event is on private property.

#### Section I- APPLICANT INFORMATION

Name of Applicant: Geneva Lakes Family YMCA

Name of Event Organizer/Producer: Melissa Monge

Production Company/Organization: N/A FEIN #: 39-0816867

Street Address: 203 S Wells St

City: Lake Geneva State: WI Zip code: 53147

E-mail Address: melissa.monge@glymca.org

Daytime Phone: 262-248-6211 x17 Cell Phone:

Are you a  Business/Individual OR  Non-Profit Organization 501(c)\_\_\_\_\_

EIN # (Tax Exempt Number): 39-0816867

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

#### 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
- Other Location: \_\_\_\_\_

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:

- |  |  |
|--|--|
| <p><b>Park Space</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Flat Iron Park</li> <li><input type="checkbox"/> Seminary Park</li> <li><input type="checkbox"/> Cobb Park</li> <li><input type="checkbox"/> Library Park</li> <li><input type="checkbox"/> Other: _____</li> </ul> | <p><b>Shelters</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Brunk Pavilion</li> <li><input type="checkbox"/> Seminary Park Shelter</li> <li><input type="checkbox"/> Cobb Park Shelter</li> </ul> |
|--|--|

\*Applicants for a Public Event Permit MUST attend the Committee & Council meetings where their applications are considered for approval.

Sprint for Spring 5k run/walk

1. Title of Event: \_\_\_\_\_
2. Date(s) of Event: Saturday, April 25
3. Location(s) of Event: Geneva Lake Family YMCA
4. Hours: 8:00-11:00am  
Include :Start Time & End Time of event, and set up and tear down times
5. Event Chair/Contact Person: Melissa Monge Phone: 262-248-6211 x17
6. Day of Event Contact Name: Melissa Monge Phone: 262-248-6211 x17
7. Is the event open to the public?  Yes  No
8. Will you charge an admission fee?  Yes  No
9. Estimated Attendance Number: 150
10. Basis for estimate: \_\_\_\_\_
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:

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

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

17. Will your event include the sale of beer and/or wine?  Yes  No  
If yes, please submit a completed Temporary Alcohol License & any necessary Temporary Operator License Applications to the City Clerk's office.

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. Describe Signage to be used during event:

If using City Street Banner poles, submit a completed Street Banner Display Application.

**Section III- STREET USE/CLOSURE-\$75 PER DAY PLUS COST OF BARRICADE RENTAL**

- Street Closure
- Street Use
- N/A-Skip to Section IV

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.

**Describe street(s) being used or closed. Attach additional pages if necessary & include a map.**

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

**Section IV- PARKING REQUESTS**

**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: Saturday, April 25 until noon.

Total Number of Parking Stalls being Requested: Parking Lot I, across from YMCA

Parking Stall Location: \_\_\_\_\_

Attach a map showing location of requested stalls.

**Section V - REQUESTS FOR ADDITIONAL SERVICES**

Anticipated Services Beyond Facility/Park Space Use Will Result in Additional Fees

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

**Electricity;** Explain: \_\_\_\_\_

**Water;** Explain: \_\_\_\_\_

**Traffic Control;** Explain: Assistance at busy intersections.

**Police Services;** Explain: \_\_\_\_\_

**Fire/EMS Services;** Explain: \_\_\_\_\_

**Other;** Explain: \_\_\_\_\_

**Section VI - SIGNATURE AND INDEMINIFICATION**

**Acknowledgements-Applicant Must Initial Each Item**

- 1. MM The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather, other safety risks, or if event is found to be in violation of any conditions of the event permit issued. No refunds will be issued for cancellations due to safety risks or permit violations.
- 2. MM All Parks and Public Spaces must be left the way they were originally found.
- 3. MM Event Tear Down and Clean Up must be completed within time frame specified in the hours listed on page 2, unless prior arrangements are made with the Parks Director and/or other appropriate City Staff.
- 4. MM Applicant is responsible for the cost of damages or additional clean up resulting from event.
- 5. MM Applicant will be invoiced for damages or clean up charges. Failure to pay invoices will result in denial of any and all future event applications.
- 6. MM Must have a designated contact person on site and accessible at all times.
- 7. MM Application fees due upon submission. Facility/Park Space fees, Parking Fees, Additional Services Fees due at least 1 week prior to the start of the event.
- 8. MM Applicant is responsible for reporting any issues or concerns with event location to the appropriate City Department as soon as they are aware.
- 9. MM Any incomplete, misleading, or falsified information in this application will result in automatic denial.

*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:** Melissa Monge **Date:** 12/9/2025

For Office Use Only

Date Filed: \_\_\_\_\_ Fees:  Exempt  Charged Amt Due: \_\_\_\_\_

Required Approvals

Parks Director Signature: David Winger Date: 1/14/2026

Approve  Denied Notes: \_\_\_\_\_

Police Chief Signature: Chief Edward Gritzner Date: Jan 15, 2026  
Chief Edward Gritzner (Jan 15, 2026 09:35:05 CST)

Approve  Denied Notes: \_\_\_\_\_

Fire Chief Signature: Chief John Peters D. D. Kowski Date: Jan 15, 2026  
Chief John Peters (Jan 15, 2026 15:55:44 CST) D. D. Kowski (Jan 15, 2026 15:59:37 CST)

Approve  Denied Notes: \_\_\_\_\_

DPW Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

As Needed Approvals

Parking Signature: BGP Date: Jan 15, 2026  
Beth Gehris-Padro (Jan 15, 2026 16:10:01 CST)

Approve  Denied Notes: signs posted until Noon

Harbormaster Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

City Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

Public Events:

FLR Meeting Date: \_\_\_\_\_

Council Meeting Date: \_\_\_\_\_

## Public Event-Save the Date Form

ONLY Public Events held annually have the ability to reserve future dates for that event no more than three years after the current event being applied for.

Completion of this form does not replace the application process for a City of Lake Geneva Event permit. An event permit application must be submitted each year.

Do not complete this form if your event is a private event.

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Event Name: GLYMCA Annual Sprint for Spring 5k

Event Date: YR 2027 : April 24

YR 2028 : April 22

YR 2029 : April 21

All Park Facilities: \_\_\_\_\_

Name of Sponsoring Organization: \_\_\_\_\_

If Non-profit or Not-for-Profit: Tax ID / EIN #: 39-0816867

Contact First Name: Melissa Last Name: Monge

Phone/Mobile: 262-248-6211 x17

Email: melissa.monge@glymca.org

Notes/Request: \_\_\_\_\_

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**Signature:** Chief Edward Gritzner

Chief Edward Gritzner (Jan 15, 2026 09:35:05 CST)

**Email:** chief@cityoflakegeneva.gov

**Signature:** Chief John Peters

Chief John Peters (Jan 15, 2026 15:55:44 CST)

**Email:** jpeters@cityoflakegeneva.gov

**Signature:**

**Email:**

**Signature:** Lt. Kaitlin Tietz

Lt. Kaitlin Tietz (Jan 15, 2026 10:05:43 CST)

**Email:** patrolt@cityoflakegeneva.gov

**Signature:** 

D. Detkowski (Jan 15, 2026 15:59:37 CST)

**Email:** ddetkowski@cityoflakegeneva.gov

**Signature:**

**Email:**



**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: Anne Kessing

Name of Event Organizer/Producer: Anne Kessing

Production Company/Organization: Alzheimer's Association FEIN #: 13-3039601

Street Address: 620 South 76th Street, Suite 160

City: Miwaukee State: WI Zip code: 53214

E-mail Address: adkessing@alz.org

Daytime Phone: 414-775-7604 Cell Phone: 414-775-7604

Are you a  Business/Individual OR  Non-Profit Organization 501(c) \_\_\_\_\_

EIN # (Tax Exempt Number): 13-3039601

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

**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:

<u>Parks</u>	<u>Shelters</u>
<input type="checkbox"/> Flat Iron Park	<input type="checkbox"/> Brunk Pavilion
<input type="checkbox"/> Seminary Park	<input type="checkbox"/> Seminary Park Shelter
<input type="checkbox"/> Cobb Park	<input type="checkbox"/> Cobb Park Shelter
<input checked="" type="checkbox"/> Library Park	
<input type="checkbox"/> Other:	<input type="checkbox"/> Gazebo

## Walk to End Alzheimer's in Walworth County

1. Title of Event: \_\_\_\_\_

2. Date(s) of Event: 9/19/2026

3. Location(s) of Event: Library Park

4. Hours: 6:00 AM - 2:00 PM

Note: Start Time & End Time

5. Event Chair/Contact Person: Anne Kessing Phone: 414-775-7604

6. Day of Event Contact Name: same as #5 Phone: same as #5

7. Is the event open to the public?  Yes  No

8. Will you charge an admission fee?  Yes  No

9. Estimated Attendance Number: 750

10. Basis for estimate: 2024 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.*

*use of 10'x10' tents brought by Association; if needed will rent 10'x15' tent from Dunn Lumber*

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12. Will there be any animals?  Yes  No

*If yes, what type and how many:* dogs on leashes

**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:

*Use of trashcans in park for normal trash (water bottles, hot dog wrappers post event, etc). Any large trash (empty boxes, tent stakes, old signage, etc) will be removed from the park by volunteers/staff post walk and disposed of offsite. All signage will be removed post event.*

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

We will have two contracted armed security guards onsite during the event.

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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: 9/19/26

Total Number of Parking Stalls being Requested: 10

Parking Stall Number(s) and Location: at the corner of Warren & Main, first 10 headed east

**3. Description of Signage to be used during event:** signage will be placed along route and at stage

*\*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: for amplified sound at stage

**Water;** Explain: \_\_\_\_\_

**Traffic Control;** Explain: \_\_\_\_\_

**Police Services;** Explain: police at Maxwell & Main to assist Walkers crossing the road

**Fire/EMS Services;** Explain: LG Rescue from 8 - 11:30 AM

**Other;** Explain: 10 cattle fences to help with signage and create barrier for grill setup. Dropped at Warren & Main (near parking meter)



For Office Use Only

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

Receipt #: \_\_\_\_\_

City Clerk/Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

Police Chief Signature: Chief Edward Gritzner Chief Edward Gritzner (Jan 15, 2026 11:42:22 CST) Date: Jan 15, 2026

Approve  Denied Notes: \_\_\_\_\_

Fire Chief Signature: Chief John Peters Chief John Peters (Jan 15, 2026 15:22:11 CST) Date: Jan 15, 2026

Approve  Denied Notes: \_\_\_\_\_

DPW Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

Parking Signature: BGP Beth Gehris-Padro (Jan 16, 2026 09:42:34 CST) Date: Jan 16, 2026

Approve  Denied Notes: 10 spaces (\$400)

Harbormaster Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approve  Denied Notes: \_\_\_\_\_

Parks & Rec Signature: David Winger Date: 1/13/2026

Approve  Denied Notes: \_\_\_\_\_

Public Events:

FLR Meeting Date: 1/20/2026

Council Meeting Date: 1/26/2026

Report Criteria:

Detail report.  
 Invoices with totals above \$0.00 included.  
 Paid and unpaid invoices included.  
 Invoice.Batch = "PP12312025","PP12312025A","01092026","01122026","01162026","JAN2025TAX"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>ABT MAILCOM</b>				
54355	12/31/2025	JANUARY 2026 BILLS	61-00-00-53100 OFFICE SUPPLIES EXPENSE	1,821.82
54355	12/31/2025	JANUARY 2026 BILLS	62-00-00-90300 RECORDS & COLLECTION EXPENSE	1,821.82
54355	12/31/2025	JANUARY 2026 BILLS	11-52-00-53400 PARKS OPERATING SUPPLIES	442.00
54355	12/31/2025	JANUARY 2026 BILLS	11-14-20-53500 STRATEGIC PLAN	272.00
Total ABT MAILCOM:				4,357.64
<b>ALLIANT ENERGY/WPL</b>				
DEC 2025-12	12/31/2025	GENEVA SQUARE-TRAFFIC LIG	11-34-10-52220 ELECTRICITY-FLASHERS	97.69
DEC 2025-12	12/31/2025	HAVENWOOD FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	14.76
DEC 2025-12	12/31/2025	SOUTH/WELLS FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	18.91
DEC 2025-12	12/31/2025	WELLS STREET FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	20.21
DEC 2025-12	12/31/2025	MAIN STREET LIGHTS	11-34-10-52230 STREET LIGHTS ELECTRICITY	426.72
DEC 2025-12	12/31/2025	1055 CAREY	11-32-10-52220 ST DEPT BLDG ELECTRICITY	255.64
DEC 2025-12	12/31/2025	BROAD ST TRAFFIC SIGNAL	11-34-10-52230 STREET LIGHTS ELECTRICITY	176.88
DEC 2025-12	12/31/2025	HWY 50/HWY 12 FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	19.25
DEC 2025-12	12/31/2025	WEST COOK SIREN	11-29-00-52220 SIRENS ELECTRICTY	20.05
DEC 2025-12	12/31/2025	RIVIERA ELECTRIC	40-55-30-52220 PIER ELECTRIC	4,801.92
DEC 2025-12	12/31/2025	BEACH HOUSE	40-54-10-52220 BEACH ELECTRIC	416.76
DEC 2025-12	12/31/2025	INTERCHANGE N TRAFFIC SIG	11-34-10-52230 STREET LIGHTS ELECTRICITY	87.10
DEC 2025-12	12/31/2025	HWY 120/BLOOMFIELD RD TRA	11-34-10-52230 STREET LIGHTS ELECTRICITY	127.22
DEC 2025-12	12/31/2025	LIBRARY PARK OUTSIDE	11-52-00-52220 PARKS ELECTRICITY	30.63
DEC 2025-12	12/31/2025	EDWARDS BLVD/WALMART TR	11-34-10-52230 STREET LIGHTS ELECTRICITY	115.02
DEC 2025-12	12/31/2025	HAVENWOOD DR/MAIN STREE	11-34-10-52230 STREET LIGHTS ELECTRICITY	129.37
DEC 2025-12	12/31/2025	SAGE ST/DUNN SIREN	11-29-00-52220 SIRENS ELECTRICTY	6.90
DEC 2025-12	12/31/2025	STREET LIGHTS MS-2 LIGHTIN	11-34-10-52230 STREET LIGHTS ELECTRICITY	339.61
DEC 2025-12	12/31/2025	DUNN FIELD	11-52-00-59220 DUNN FIELD ELECTRIC	301.99
DEC 2025-12	12/31/2025	SNAKE RD/HWY 50 FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	19.25
DEC 2025-12	12/31/2025	VETS PARK/TOWNLINE RD	11-52-01-52220 VETS PARKS ELECTRICITY	405.34
DEC 2025-12	12/31/2025	1067 CAREY-STORAGE BUILDI	11-21-00-52220 POLICE IMPOUND BLDG ELECTRIC	38.20
DEC 2025-12	12/31/2025	1067 CAREY-STORAGE BUILDI	11-22-00-52220 FIREHOUSE ELECTRICITY	38.20
DEC 2025-12	12/31/2025	N BLOOMFIELD RD & HARMON	11-34-10-52230 STREET LIGHTS ELECTRICITY	6.20
DEC 2025-12	12/31/2025	MUSEUM-256 MILLS STREET	11-51-10-52220 MUSEUM-ELECTRICITY	1,118.92
DEC 2025-12	12/31/2025	WELLS STREET FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	18.63
DEC 2025-12	12/31/2025	HOST DRIVE WATER TOWER	11-22-00-52220 FIREHOUSE ELECTRICITY	376.92
DEC 2025-12	12/31/2025	LIBRARY-918 MAIN STREET	99-00-00-52220 LIBRARY UTILITIES	1,621.27
DEC 2025-12	12/31/2025	LOT LITE-GENEVA ST	11-34-10-52230 STREET LIGHTS ELECTRICITY	378.49
DEC 2025-12	12/31/2025	WELLS STREET LIGHT	11-34-10-52220 ELECTRICITY-FLASHERS	113.21
DEC 2025-12	12/31/2025	FLAT IRON PARK-WRIGLEY DR	11-52-00-52220 PARKS ELECTRICITY	777.09
DEC 2025-12	12/31/2025	W HWY 50 BLOCK FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	19.25
DEC 2025-12	12/31/2025	LIBRARY PARK RESTROOM	11-52-00-52220 PARKS ELECTRICITY	315.55
DEC 2025-12	12/31/2025	724 WILLIAMS STREET	11-34-10-52230 STREET LIGHTS ELECTRICITY	75.45
DEC 2025-12	12/31/2025	S LAKE SHORE DRIVE FLASHE	11-34-10-52220 ELECTRICITY-FLASHERS	15.23
DEC 2025-12	12/31/2025	S LAKE SHORE DRIVE	11-52-00-52220 PARKS ELECTRICITY	33.87
DEC 2025-12	12/31/2025	COOK ST/HWY 50 TRAFFIC SIG	11-34-10-52230 STREET LIGHTS ELECTRICITY	51.37
DEC 2025-12	12/31/2025	SIREN-730 MARSHALL STREET	11-29-00-52220 SIRENS ELECTRICTY	29.49
DEC 2025-12	12/31/2025	TENNIS COURTS	11-52-00-52220 PARKS ELECTRICITY	24.02
DEC 2025-12	12/31/2025	389 EDWARDS TRAFFIC LIGHT	11-34-10-52230 STREET LIGHTS ELECTRICITY	150.88
DEC 2025-12	12/31/2025	HWY 50/HWY 12 STOP LIGHT	11-34-10-52220 ELECTRICITY-FLASHERS	62.24
DEC 2025-12	12/31/2025	RUSHWOOD PARK	11-52-00-52220 PARKS ELECTRICITY	35.93

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
DEC 2025-12	12/31/2025	700 GENEVA STREET PARKING	11-34-10-52230 STREET LIGHTS ELECTRICITY	451.00
DEC 2025-12	12/31/2025	1065 CAREY ST	11-32-10-52220 ST DEPT BLDG ELECTRICITY	570.45
DEC 2025-12	12/31/2025	STREET LIGHTS	11-34-10-52230 STREET LIGHTS ELECTRICITY	7,833.14
DEC 2025-12	12/31/2025	VETS PARK SCOREBOARD	11-52-01-52220 VETS PARKS ELECTRICITY	234.09
DEC 2025-12	12/31/2025	BAKER/SEMINARY RESTROOM	11-52-00-52220 PARKS ELECTRICITY	26.96
DEC 2025-12	12/31/2025	HWY 50 TRAFFIC LIGHT	11-34-10-52230 STREET LIGHTS ELECTRICITY	118.69
DEC 2025-12	12/31/2025	GEORGE STREET FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	15.23
DEC 2025-12	12/31/2025	1070 CAREY ST	11-32-10-52220 ST DEPT BLDG ELECTRICITY	296.89
DEC 2025-12	12/31/2025	FLAT IRON PARK-WRIGLEY DR	11-52-00-52220 PARKS ELECTRICITY	18.88
DEC 2025-12	12/31/2025	DODGE STREET FLASHER	11-34-10-52220 ELECTRICITY-FLASHERS	15.23
DEC 2025-12	12/31/2025	IMPOUND-1070 CAREY ST	11-21-00-52220 POLICE IMPOUND BLDG ELECTRIC	51.94
DEC 2025-12	12/31/2025	FIRE HOUSE-730 MARSHALL	11-22-00-52220 FIREHOUSE ELECTRICITY	1,404.35
DEC 2025-12	12/31/2025	HWY 120/TOWNLINE RD STOP	11-34-10-52220 ELECTRICITY-FLASHERS	69.30
DEC 2025-12	12/31/2025	CITY HALL	11-16-10-52220 CITY HALL ELECTRICITY	5,170.73
DEC 2025-12	12/31/2025	VETS PARK PAVILION	11-52-01-52220 VETS PARKS ELECTRICITY	376.80
DEC 2025-12	12/31/2025	DONIAN PK	11-52-00-52220 PARKS ELECTRICITY	241.54
DEC 2025-12	12/31/2025	COBB PARK	11-52-00-52220 PARKS ELECTRICITY	23.44
<b>Total ALLIANT ENERGY/WPL:</b>				<b>30,050.29</b>
<b>ASR EVENTS LLC</b>				
2025 ABOMIN	01/09/2026	TOURISM GRANT-ABOMINABLE	47-70-00-57150 PROMOTIONAL GRANT	1,933.01
<b>Total ASR EVENTS LLC:</b>				<b>1,933.01</b>
<b>AT&amp;T LONG DISTANCE</b>				
816988240-12	01/04/2026	262-248-6644	11-32-10-52210 ST DEPT TELEPHONE EXPENSE	10.67
816988240-12	01/04/2026	262-248-6075	11-22-00-52210 FIRE TELEPHONE EXPENSE	91.93
816988240-12	01/04/2026	262-248-7228	11-22-00-52210 FIRE TELEPHONE EXPENSE	14.41
816988240-12	01/04/2026	262-249-5282	99-00-00-52210 LIBRARY TELEPHONE EXP	68.64
816988240-12	01/04/2026	262-248-4809	11-21-00-52210 PD TELEPHONE EXPENSE	10.73
816988240-12	01/04/2026	262-248-4715	11-16-10-52210 CITY HALL TELEPHONE	2.70
<b>Total AT&amp;T LONG DISTANCE:</b>				<b>199.08</b>
<b>AT&amp;T MOBILITY</b>				
287305350776	12/23/2025	CELL PHONE DEC25	11-22-00-52210 FIRE TELEPHONE EXPENSE	723.78
287357916615	12/27/2025	CITY HALL-HOT SPOT- .45	11-16-10-52210 CITY HALL TELEPHONE	35.21
287357916615	12/27/2025	POLICE MAIN-HOT SPOT .45	11-21-00-52210 PD TELEPHONE EXPENSE	35.21
287357916615	12/27/2025	COURT MAIN-HOT SPOT .05	11-12-00-52210 MUNICIPAL CT TELEPHONE	3.91
287357916615	12/27/2025	METER-HOT SPOT- .05	42-34-50-52210 TELEPHONE EXPENSE	3.91
<b>Total AT&amp;T MOBILITY:</b>				<b>802.02</b>
<b>BORO, RAYMOND</b>				
12/15/25	12/15/2025	MEAL REIMB-01/05-01/08,01/20-	11-21-00-53310 PD MEALS & LODGING	228.00
<b>Total BORO, RAYMOND:</b>				<b>228.00</b>
<b>BRUNK INDUSTRIES</b>				
12/05/25	12/05/2025	RIVIERA DEPOSIT REFUND-12/	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
12/05/25	12/05/2025	RIVIERA SET UP - 3 HOURS	40-55-10-46740 UPPER RIVIERA REVENUE	150.00-
<b>Total BRUNK INDUSTRIES:</b>				<b>850.00</b>
<b>CHARTER COMMUNICATIONS</b>				
152473401010	01/01/2026	INTERNET SVC JAN 2026	11-32-10-52210 ST DEPT TELEPHONE EXPENSE	100.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
152474001122	12/21/2025	INTERNET SVC JAN 2026	11-22-00-52210 FIRE TELEPHONE EXPENSE	119.99
Total CHARTER COMMUNICATIONS:				219.99
<b>CITY OF LAKE GENEVA</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24350 DUE TO CITY	2,985,636.20
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24800 DUE TO CITY-S/A	12,254.96
Total CITY OF LAKE GENEVA:				2,997,891.16
<b>CITY OF LAKE GENEVA BID</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24700 DUE TO BID DISTRICT	84,344.00
Total CITY OF LAKE GENEVA BID:				84,344.00
<b>CITY OF LAKE GENEVA PETTY CASH</b>				
PETTY CASH	01/12/2026	CASH-BASKETS STAFF HOLIDAY	11-10-00-51390 STAFF APPRECIATION	140.00
Total CITY OF LAKE GENEVA PETTY CASH:				140.00
<b>CULLIGAN OF BURLINGTON</b>				
415731	12/29/2025	SOLAR SALT DEC 2025	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	132.00
500X03381007	12/31/2025	DRINKING WATER JAN 26	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	48.00
Total CULLIGAN OF BURLINGTON:				180.00
<b>DIGGERS HOTLINE</b>				
251239101	12/31/2025	PREPAID EMAIL FEES DEC 25	62-00-00-67500 MAINT SERVICES & CURB BOX	14.45
251239101	12/31/2025	PREPAID EMAIL FEES DEC 25	61-00-00-93810 MAINT-MAINS	28.90
251239101	12/31/2025	PREPAID EMAIL FEES DEC 25	62-00-00-67300 MAINT OF MAINS & VALVES	14.45
251239101	12/31/2025	PREPAID EMAIL FEES DEC 25	11-32-15-54600 STORM SEWER DIGGERS HOTLINE	28.90
Total DIGGERS HOTLINE:				86.70
<b>DUCHEMIN, LAURA</b>				
01/13/26	01/16/2026	REIMBURSE-PARTY SUPPLIES	11-10-00-51390 STAFF APPRECIATION	27.25
Total DUCHEMIN, LAURA:				27.25
<b>GATEWAY TECHNICAL COLLEGE</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24620 DUE TO GATEWAY TECH DISTRICT	414,802.44
Total GATEWAY TECHNICAL COLLEGE:				414,802.44
<b>GREAT AMERICA FINANCIAL SERVICES CORP</b>				
40907187	12/29/2025	SHARP COPIER-JAN 2026	11-13-00-53100 CITY ATTORNEY OFFICE SUPPLIES	73.85
Total GREAT AMERICA FINANCIAL SERVICES CORP:				73.85
<b>HEARTLAND INITIATIVE</b>				
12/13/25	01/08/2026	RIVIERA DEPOSIT REFUND 12/1	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total HEARTLAND INITIATIVE:				1,000.00
<b>INITIAL DESIGNS</b>				
1964	01/06/2026	APPAREL-MCDANIEL JACKET,	11-22-00-51380 FIRE DEPT UNIFORMS	184.25

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total INITIAL DESIGNS:				184.25
<b>JONES, HEATHER</b>				
01/10/26	01/10/2026	RIVIERA BALLROOM-ZOLA SUB	40-55-10-53160 PUBLICATIONS & PROMOTIONS	570.00
01/10/26	01/10/2026	REIMB INK CARTRIDGES	40-55-20-53990 MISCELLANEOUS EXPENSES	35.89
Total JONES, HEATHER:				605.89
<b>KRAJOVIC, MICHAEL W.</b>				
01/15/26	01/07/2026	HILMOOR CONSULTANT-01/15/2	11-62-01-59900 OTHER PROFESSIONAL SERVICES	1,500.00
Total KRAJOVIC, MICHAEL W.:				1,500.00
<b>LAKE GENEVA CONVENTION</b>				
VISIT-010726	01/07/2026	2025 ROOM TAX SHARE-JAN-D	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	85,877.39
Total LAKE GENEVA CONVENTION:				85,877.39
<b>LAKE GENEVA GENOA CITY UNION</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24610 DUE TO LG-GENOA HIGH SCH DIST	1,827,129.11
Total LAKE GENEVA GENOA CITY UNION:				1,827,129.11
<b>LAKE GENEVA JOINT 1 SCHOOL</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24600 DUE TO JT #1 SCHOOL DISTRICT	3,724,409.82
Total LAKE GENEVA JOINT 1 SCHOOL:				3,724,409.82
<b>LAKE GENEVA UTILITY</b>				
4TH QTR-2025	12/01/2025	STREET DEPT HYDRANT	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	242.79
4TH QTR-2025	12/01/2025	1070 CAREY STREET	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	46.80
4TH QTR-2025	12/01/2025	1065 CAREY STREET	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	105.21
4TH QTR-2025	12/01/2025	1055 CAREY STREET	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	72.76
4TH QTR-2025	12/01/2025	730 MARSHALL STREET FIRE D	11-22-00-52260 FIREHOUSE WATER/SEWER BILLS	501.74
4TH QTR-2025	12/01/2025	CITY HALL FP	11-16-10-52260 CITY HALL WATER & SEWER EXP	60.00
4TH QTR-2025	12/01/2025	CITY HALL	11-16-10-52260 CITY HALL WATER & SEWER EXP	852.48
4TH QTR-2025	12/01/2025	255 MILL STREET MUSEUM FP	11-51-10-52260 MUSEUM-WATER & SEWER EXP	189.00
4TH QTR-2025	12/01/2025	255 MILL STREET MUSEUM	11-51-10-52260 MUSEUM-WATER & SEWER EXP	176.93
4TH QTR-2025	12/01/2025	1101 CEMETERY OAKHILL CEM	48-00-00-52260 CEM WATER/SEWER EXP	43.30
4TH QTR-2025	12/01/2025	918 MAIN STREET LIBRARY	99-00-00-52220 LIBRARY UTILITIES	248.32
4TH QTR-2025	12/01/2025	BEACH HOUSE WRIGLEY DRIV	40-54-10-53990 BEACH MISCELLANEOUS	196.71
4TH QTR-2025	12/01/2025	WRIGLEY DRIVE - RIVIERA LO	40-55-20-52260 LOWER RIV WATER & SEWER BILLS	2,046.05
4TH QTR-2025	12/01/2025	WRIGLEY DIRVE - RIVIERA UPP	40-55-10-52260 UPPER RIV WATER & SEWER BILLS	221.14
4TH QTR-2025	12/01/2025	FOUNTAIN & CONCESSIONS VE	11-52-01-52260 VETS PARK WATER & SEWER	157.77
4TH QTR-2025	12/01/2025	FOUNTAIN/YARD HYDRANT VE	11-52-01-52260 VETS PARK WATER & SEWER	159.14
4TH QTR-2025	12/01/2025	VETS PARK STORAGE BLDG	11-52-01-52260 VETS PARK WATER & SEWER	150.97
4TH QTR-2025	12/01/2025	FOUNTAIN PUBLIC BATHROOM	11-52-00-52260 PARKS WATER & SEWER EXP	294.06
4TH QTR-2025	12/01/2025	FOUNTAIN BATHROOM SEMINA	11-52-00-52260 PARKS WATER & SEWER EXP	105.54
4TH QTR-2025	12/01/2025	FLAT IRON PARK RESTROOMS	11-52-00-52260 PARKS WATER & SEWER EXP	383.39
4TH QTR-2025	12/01/2025	DUNN FIELD CONCESSION STA	11-52-00-52260 PARKS WATER & SEWER EXP	86.07
4TH QTR-2025	12/01/2025	PUBLIC BATHROOM LIBRARY P	11-52-00-52260 PARKS WATER & SEWER EXP	157.77
4TH QTR-2025	12/01/2025	FOUNTAIN & IRRIGATION LIBRA	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	236.09
4TH QTR-2025	12/01/2025	FOUNTAIN RIVIERA	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN DUNN FIELD	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	40.11
4TH QTR-2025	12/01/2025	FOUNTAIN FRONT OF CHAMPS	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN 3 SISTERS FLAT IRO	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
4TH QTR-2025	12/01/2025	FOUNTAIN CURTIS STREET BIK	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN RUSHWOOD PARK	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN COOK/GENEVA TEN	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN BY UTILITY COMMIS	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
4TH QTR-2025	12/01/2025	FOUNTAIN CLOSE TO LIBRARY	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	30.55
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24540 DUE TO SEWER FUND	786.39
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24540 DUE TO SEWER FUND	23.05
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24520 DUE TO WATER FUND	37.29
Total LAKE GENEVA UTILITY:				7,865.27
<b>LINN JOINT 4 SCHOOL DISTRICT</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24630 DUE TO JT #4 SCHOOL DISTRICT	723.21
Total LINN JOINT 4 SCHOOL DISTRICT:				723.21
<b>MC FARLAND, SAM</b>				
12/28/25	12/28/2025	RIVIERA DEPOSIT REFUND 12/2	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total MC FARLAND, SAM:				1,000.00
<b>MYAC</b>				
12/21/25	12/21/2025	RIVIERA DEPOSIT REFUND 12/2	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
12/21/25	12/21/2025	PIANO TUNING-12/21/25	40-55-10-46740 UPPER RIVIERA REVENUE	180.00-
Total MYAC:				820.00
<b>NICIA, ERICK J</b>				
17DEC2025	12/17/2025	REIMBURSE-PAINT, PIZZA, TOO	40-54-10-53990 BEACH MISCELLANEOUS	122.34
Total NICIA, ERICK J:				122.34
<b>ROZINSKI, ROBIN</b>				
01/15/26	01/15/2026	REIMBURSEMENT-SALT PURC	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	14.76
Total ROZINSKI, ROBIN:				14.76
<b>SECURIAN FINANCIAL GROUP INC</b>				
FEB-LIFE-2026	01/15/2026	FEB LIFE 2026	11-10-00-51330 LIFE INSURANCE POLICY FEES	271.95
FEB-LIFE-2026	01/15/2026	FEB LIFE 2026	11-00-00-21340 LIFE INSURANCE DEDUCTION	3,543.08
LIFE-FEB-2026	01/15/2026	FEB LIFE 2026	61-00-00-92630 LIFE INSURANCE EXPENSE	9.68
LIFE-FEB-2026	01/15/2026	FEB LIFE 2026	62-00-00-92630 LIFE INSURANCE EXPENSE	14.05
LIFE-FEB-2026	01/15/2026	FEB LIFE 2026	11-00-00-21340 LIFE INSURANCE DEDUCTION	217.16
Total SECURIAN FINANCIAL GROUP INC:				4,055.92
<b>SECURITY BENEFIT</b>				
ASBS103230	01/15/2026	SVC FEE 2025	11-22-00-51360 FIRE/EMS RETIREMENT EXP	1,185.00
Total SECURITY BENEFIT:				1,185.00
<b>STEFFEN, SAMANTHA</b>				
12/06/25	12/06/2025	RIVIERA DEPOSIT REFUND 12/0	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total STEFFEN, SAMANTHA:				1,000.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>TRIPP, KYLE</b>				
12/15/25	12/15/2025	MEAL REIMB-01/05-01/08,01/20-	11-21-00-53310 PD MEALS & LODGING	228.00
Total TRIPP, KYLE:				228.00
<b>VERIZON WIRELESS</b>				
6131856691	12/23/2025	PHONE-DEC25	11-22-00-52210 FIRE TELEPHONE EXPENSE	38.01
Total VERIZON WIRELESS:				38.01
<b>WALWORTH COUNTY TREASURER</b>				
JAN SETTLEM	01/13/2026	JANUARY TAX SETTLEMENT 20	89-00-00-24300 DUE TO WALWORTH COUNTY	1,715,591.43
Total WALWORTH COUNTY TREASURER:				1,715,591.43
<b>WAUKESHA COUNTY</b>				
WARRANT-GR	01/07/2026	WARRANT-#25CF1851 GROSSM	11-12-00-24280 COURT FINES-OTHER	560.00
Total WAUKESHA COUNTY:				560.00
<b>WE ENERGIES</b>				
5771127561	01/12/2026	UNIT A RESTROOMS	11-52-00-52240 PARKS GAS HEAT	177.65
5771130604	01/12/2026	1067 CAREY ST STORAGE BLD	11-22-00-52240 FIREHOUSE GAS HEAT	54.76
5771130604	01/12/2026	1067 CAREY ST STORAGE BLD	11-21-00-52220 POLICE IMPOUND BLDG ELECTRIC	54.75
5771472674	01/12/2026	UNIT A LIBRARY	99-00-00-52220 LIBRARY UTILITIES	157.21
5772054640	01/12/2026	UNIT B LIBRARY	99-00-00-52220 LIBRARY UTILITIES	926.27
Total WE ENERGIES:				1,370.64
Grand Totals:				10,911,466.47

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice.Batch = "PP12312025","PP12312025A","01092026","01122026","01162026","JAN2025TAX"

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Report Criteria:

Detail report.  
 Invoices with totals above \$0.00 included.  
 Only unpaid invoices included.  
 Invoice.Batch = "12312025A","12312025B","01212026","01212026A"  
 Invoice Detail.GL account (2 Characters) = {<>} "61"  
 Invoice Detail.GL account (2 Characters) = {<>} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>A+ GRAPHICS &amp; PRINTING</b>				
50897	12/30/2025	FRAMES FOR BREAK ROOM 20	43-32-10-17020 DPW CAPITAL PROJECTS	917.76
50904	12/31/2025	LAMINATE LAWS POSTER- CON	43-32-10-17020 DPW CAPITAL PROJECTS	931.76
50929	01/05/2026	DOUBLE SIDED SIGNAGE	99-00-00-54110 LIBRARY YOUTH MATERIALS	200.00
50929	01/05/2026	DOUBLE SIDED SIGNAGE	99-00-00-54100 LIBRARY ADULT MATERIALS	200.00
Total A+ GRAPHICS & PRINTING:				2,249.52
<b>ALL OUT TRUCKING LLC</b>				
1325	12/07/2025	SNOW CONTRACT HAULING SE	11-32-12-52200 CONTRACT HAULING SERVICES	3,450.00
1326	12/08/2025	SNOW CONTRACT HAULING SE	11-32-12-52200 CONTRACT HAULING SERVICES	2,070.00
Total ALL OUT TRUCKING LLC:				5,520.00
<b>AURORA HEALTH CARE INC</b>				
CINV032411	01/14/2026	EMP CLINIC DEC 2025	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,250.00
Total AURORA HEALTH CARE INC:				2,250.00
<b>BATZNER PEST CONTROL</b>				
89258464	12/29/2025	PEST CONTROL 2025	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	188.91
89262287	12/28/2025	PEST CONTROL-DEC 2025	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	97.25
Total BATZNER PEST CONTROL:				286.16
<b>BOLD TECHNOLOGIES LTD</b>				
43075	01/01/2026	PANIC BUTTONS- ALARM SOFT	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	1,739.04
Total BOLD TECHNOLOGIES LTD:				1,739.04
<b>BROOKS TRACTOR INC</b>				
T30134	01/08/2026	STARTER , FILTER ELEMENT	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	702.89
T30135	01/08/2026	STARTER CREDIT	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	644.34
T30135	01/08/2026	STARTER MOTOR	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	701.06
Total BROOKS TRACTOR INC:				759.61
<b>CICCHINI ASPHALT LLC</b>				
24.0485 PYMT	10/16/2025	BASKETBALL AND TENNIS COU	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	10,760.00
Total CICCHINI ASPHALT LLC:				10,760.00
<b>CINTAS</b>				
5311812104	01/08/2026	FIRST AID SUPPLIES	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	168.06
Total CINTAS:				168.06
<b>CIVICPLUS LLC</b>				
359486	01/01/2026	ACCOUNTING SOFTWARE REP	50-00-00-58000 MISC/COMP EQUIP PURCHASES	23,636.31

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CIVICPLUS LLC:				23,636.31
<b>CPM HARLAN</b>				
290391	01/09/2026	TUB GRINDER ROD, SPACER	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	3,325.01
Total CPM HARLAN:				3,325.01
<b>DEKIND COMPUTER CONSULTANTS</b>				
43901	01/02/2026	NINJA ONE REMOTE MONITORI	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	800.00
44020	01/02/2026	IT SVC-FEB 2026	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	6,347.00
Total DEKIND COMPUTER CONSULTANTS:				7,147.00
<b>DUNN LUMBER</b>				
2271144	12/30/2025	INKZALL FINE VAR COLORS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	3.99
2274520	01/05/2026	NUTS AND BOLTS	48-00-00-53600 CEM MAINT SERVICE EXP	67.59
2274956	01/05/2026	ICE MELT - 50 LBS	99-00-00-53500 LIBRARY MAINT SUPPLIES	239.90
2276630	01/07/2026	ANTIFREEZE-BATHROOMS	11-52-00-53400 PARKS OPERATING SUPPLIES	9.18
2276707	01/07/2026	NUTS AND BOLTS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	57.28
2278465	01/08/2026	SPRAYER POLY 1 GAL	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	35.98
2278902	01/09/2026	LIQUID CLEANER, SUPER GLU	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	16.98
2279001	01/09/2026	NUTS AND BOLTS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	2.78
Total DUNN LUMBER:				433.68
<b>EDWARD JONES</b>				
OCT-DEC 2025	01/06/2026	TRANSFER CEM. PERPETUAL	49-00-00-24200 DUE TO INVESTMENT ACCT	4,600.00
Total EDWARD JONES:				4,600.00
<b>ENVISIONWARE INC</b>				
INV-US-79443	12/01/2025	2026 COMPUTER SOFTWARE	99-00-00-55150 LIBRARY COMPUTER SOFTWARE	2,947.65
Total ENVISIONWARE INC:				2,947.65
<b>FASTENALCOMPANY</b>				
WIELK187499	12/15/2025	NUTS AND BOLTS 2025	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	50.68
WIELK187559	12/19/2025	YELLOW BINS, HITCH PINS 202	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	217.82
Total FASTENALCOMPANY:				268.50
<b>FORWARD TS LTD</b>				
AR272854	01/12/2026	SHARP/MX B476W-CONTRACT	11-13-00-53990 CITY ATTORNEY MISC EXPENSES	14.00
Total FORWARD TS LTD:				14.00
<b>GAGE MARINE CORP</b>				
268463	12/22/2025	ELMERS PIER REPAIRS	40-55-30-52640 PIER REPAIRS	5,542.10
268463	12/22/2025	ELMERS PIER REPAIRS	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	17,093.47
Total GAGE MARINE CORP:				22,635.57
<b>GIRAFFE ELECTRIC II INC</b>				
25-0717	12/26/2025	LIGHT FIXTURES BREAK ROOM	43-32-10-17020 DPW CAPITAL PROJECTS	32,200.00
25-0718	12/26/2025	RIV CAMERA INSTALL 2025	40-55-10-53600 UPPER RIVIERA MAINTENANCE	3,650.00
25-0753	12/30/2025	RECONNECT TRAFFIC LIGHT E	11-34-10-52600 REPAIRS-TRAFFIC SIGNALS,ETC	202.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
25-0758	12/31/2025	REPLACE ALL CEILING FIXTUR	43-32-10-17020 DPW CAPITAL PROJECTS	4,989.44
25-0759	12/31/2025	REPAIRED STREET LIGHTS -20	11-34-10-52610 STREET LIGHTS REPAIRS	3,400.00
Total GIRAFFE ELECTRIC II INC:				44,441.94
<b>GORDON FLESCH CO INC</b>				
IN15451083	01/05/2026	COPIER LEASE- DEC 2025	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	130.28
Total GORDON FLESCH CO INC:				130.28
<b>GRAYS INC</b>				
39379	01/05/2026	CUTTING EDGES	11-32-12-52500 SNOW & ICE CONTROL-REPAIRS	665.80
Total GRAYS INC:				665.80
<b>HURLEY, BRIAN CHARLES</b>				
CN80B1726Q	01/05/2026	HURLEY_CN80B1726Q	11-12-00-45100 COURT PENALTIES & FINES	144.90
Total HURLEY, BRIAN CHARLES:				144.90
<b>INGRAM BOOK COMPANY</b>				
93260606	12/30/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	35.16
93260606	12/30/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93260607	12/30/2025	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	31.98
93260607	12/30/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	4.89
93260608	12/30/2025	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	100.95
93260608	12/30/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	14.67
93260609	12/30/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	18.48
93260609	12/30/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93260610	12/30/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	16.20
93260610	12/30/2025	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93302286	12/31/2025	ADULT BOOKS- CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	.58-
93302287	12/31/2025	ADULT BOOKS- CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	.33-
93340892	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	96.93
93340892	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	9.78
93340893	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	36.87
93340893	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340894	01/02/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	9.47
93340894	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340895	01/02/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	64.96
93340895	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	9.78
93340896	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	16.16
93340896	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340897	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	15.03
93340897	01/02/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340898	01/02/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340898	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	20.55
93340899	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	283.43
93340899	01/02/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	22.82
93340900	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	16.30
93340900	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340901	01/02/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	21.96
93340901	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93340902	01/02/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	13.99
93340902	01/02/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93348830	01/02/2026	ADULT BOOKS- CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	.58-
93485987	01/06/2026	ADULT BOOKS- CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	1.16-

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
93497998	01/07/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	108.13
93497998	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	11.41
93497999	01/07/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	18.69
93497999	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93498000	01/07/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	23.29
93498000	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.26
93498001	01/07/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	13.05
93498001	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93498002	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	6.52
93498002	01/07/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	32.57
93498003	01/07/2026	ADULT COLLECTION	99-00-00-54100 LIBRARY ADULT MATERIALS	44.18
93498004	01/07/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	21.75
93498004	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93498005	01/07/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	24.40
93498005	01/07/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93498006	01/07/2026	ADULT BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	8.99
93498006	01/07/2026	PROCESSING MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93522811	01/07/2026	ADULT BOOKS- CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	1.16-
93530902	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530902	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	16.00
93530903	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	17.49
93530903	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530904	01/08/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	11.80
93530904	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530905	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	16.00
93530905	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530906	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	116.99
93530906	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	11.41
93530907	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	40.96
93530907	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.26
93530908	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	29.92
93530908	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530909	01/08/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	12.36
93530909	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93530910	01/08/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	29.89
93530910	01/08/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93568190	01/09/2026	YOUTH BOOKS- CREDIT	99-00-00-54110 LIBRARY YOUTH MATERIALS	.66-
93607331	01/12/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	142.18
93607331	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	13.04
93607332	01/12/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	19.36
93607332	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93607333	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.26
93607333	01/12/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	35.90
93607334	01/12/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	35.14
93607334	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
93607335	01/12/2026	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	25.19
93607335	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	3.26
93607336	01/12/2026	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	22.45
93607336	01/12/2026	MATERIALS	99-00-00-55120 LIBRARY PROCESSING SUPPLIES	1.63
Total INGRAM BOOK COMPANY:				1,820.37
<b>ITU ABSORBTECH INC</b>				
8659612	01/05/2026	MAT SERVICE	40-55-10-53600 UPPER RIVIERA MAINTENANCE	139.30
8659613	01/05/2026	MAT SERVICE- JAN 2026	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	202.57

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ITU ABSORBTECH INC:				341.87
<b>JOHNS DISPOSAL SERVICE</b>				
1968697	12/31/2025	CEMETERY DUMPSTER	48-00-00-53600 CEM MAINT SERVICE EXP	146.00
1975182	01/05/2026	GARBAGE-SVC JAN 2026	11-36-00-52940 SOLID WASTE-RESIDENTIAL	41,867.28
1975182	01/05/2026	RECYCLE-SVC JAN 2026	11-36-00-52970 SOLID WASTE-RECYCLING	22,964.24
Total JOHNS DISPOSAL SERVICE:				64,977.52
<b>KAPUR &amp; ASSOCIATES INC</b>				
137489	12/26/2025	SYMPHONY BAY PH 8	11-00-00-13910 A/R BILL OUTS	2,806.00
137490	12/26/2025	BROAD TO CENTER	11-00-00-13910 A/R BILL OUTS	173.00
137491	12/26/2025	VISTAS SHODEEN	11-00-00-13910 A/R BILL OUTS	482.50
137492	12/26/2025	PHSE 16 2025 STREET IMP PR	43-32-10-17010 STREET IMP PROGRAM	810.00
137494	12/26/2025	SIDEWALK ASSESSMENTS-202	11-30-00-52160 CITY ENGINEERING FEES	8,847.60
137495	12/26/2025	TOWNLINE EDWARDS SIGNAL	43-32-10-17020 DPW CAPITAL PROJECTS	4,705.50
137496	12/26/2025	HWY 50 MEETING WITH STATE	11-30-00-52160 CITY ENGINEERING FEES	81.50
137497	12/26/2025	VETERANS PARK RFP	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	270.00
137498	12/26/2025	OAKHILL CEMETERY PHSE 1 P	43-48-00-17010 CEMETERY CAPITAL PROJECTS	838.00
137499	12/26/2025	SCHOOL RFB	11-30-00-52160 CITY ENGINEERING FEES	945.00
137500	12/26/2025	BROAD AND DODGE ALL WAY S	11-30-00-52160 CITY ENGINEERING FEES	675.00
137501	12/26/2025	TOWN BANK PARCEL PARKING	11-30-00-52160 CITY ENGINEERING FEES	144.00
137502	12/26/2025	MANNING WAY PROPERTY	11-30-00-52160 CITY ENGINEERING FEES	7.00
137503	12/26/2025	STAKING AT OAK HILL	11-30-00-52160 CITY ENGINEERING FEES	32.00
137504	12/26/2025	UPDATE STREET MAPS	11-30-00-52160 CITY ENGINEERING FEES	158.78
137505	12/26/2025	RIVIERA MEMORIAL BRICKS GI	11-30-00-52170 SURVEYING	682.00
137506	12/26/2025	SYMPHONY BAY PH 8	11-00-00-13910 A/R BILL OUTS	2,269.00
137507	12/26/2025	SYMPHONY BAY PH 7	11-00-00-13910 A/R BILL OUTS	248.40
137508	12/26/2025	STONE RIDGE PH 3	11-00-00-13910 A/R BILL OUTS	81.50
137509	12/26/2025	BASKETBALL AND TENNIS UPD	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	337.50
137510	12/26/2025	2025 LAKE GENEVA STREET PR	43-32-10-17010 STREET IMP PROGRAM	9,029.00
137511	12/26/2025	2026 LAKE GENEVA STREET PH	43-32-10-17010 STREET IMP PROGRAM	2,235.50
137512	12/26/2025	COVENANT HABOR	11-00-00-13910 A/R BILL OUTS	978.00
Total KAPUR & ASSOCIATES INC:				36,836.78
<b>KETTERHAGEN MEMORIALS LLC</b>				
11367	12/11/2025	COLUMBARIUM REPAIRS	48-00-00-54200 CEM GRAVES/FOUNDATIONS	975.00
Total KETTERHAGEN MEMORIALS LLC:				975.00
<b>LAKE GENEVA UTILITY</b>				
1740 LASALLE	12/17/2025	1740 LA SALLE ST	45-00-00-24520 WATER IMPACT FEES	1,690.00
1740 LASALLE	12/17/2025	1740 LA SALLE ST	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				3,555.00
<b>MIDWEST TAPE LLC</b>				
508217506	12/29/2025	ADULT AUDIO BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	136.78
508245803	12/31/2025	ADULT AUDIO BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	160.78
508252785	01/02/2026	DIGITAL ACCOUNT	99-00-00-54100 LIBRARY ADULT MATERIALS	206.08
Total MIDWEST TAPE LLC:				503.64
<b>MUNICIPAL CODE ENFORCEMENT LLC</b>				
1731	12/01/2025	NOV 2025 CODE ENFORCE	11-24-00-53350 OTHER PROFESSIONAL FEES	8,140.55

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
1766	01/01/2026	DEC 2025-CODE ENFORCE	11-24-00-53350 OTHER PROFESSIONAL FEES	8,234.89
Total MUNICIPAL CODE ENFORCEMENT LLC:				16,375.44
<b>MUNICIPAL LAW &amp; LITIGATION GRO S.C.</b>				
16439	12/26/2025	MISC ATTORNEY FEES-NOV202	11-13-10-52140 OUTSIDE ATTORNEYS FEES	5,482.50
Total MUNICIPAL LAW & LITIGATION GRO S.C.:				5,482.50
<b>NAPA AUTO PARTS</b>				
387148	12/30/2025	HOSE FITTINGS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	83.20
387158	12/30/2025	CORE & DEPOSIT	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	286.96
Total NAPA AUTO PARTS:				370.16
<b>NEI-TURNER MEDIA</b>				
243416	12/12/2025	CHICAGO WEDDINGS 1ST INST	47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT	11,267.50
Total NEI-TURNER MEDIA:				11,267.50
<b>OFFICE PRO INC</b>				
753778-1	12/30/2025	SOAP DISPENSERS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	202.26
754723-0	01/07/2026	TOWEL ROLLS, TISSUE, SOAP,	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	382.82
Total OFFICE PRO INC:				585.08
<b>PFI FASHIONS INC</b>				
119602	01/14/2026	SHOULDER PATCHES	42-34-50-51380 PARKING UNIFORMS	292.00
Total PFI FASHIONS INC:				292.00
<b>RHYME BUSINESS PRODUCTS</b>				
40956382	01/05/2026	SHARP COPIER-DEC 2025	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	510.75
41004917	01/09/2026	SHARP-JAN 2026	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	206.18
Total RHYME BUSINESS PRODUCTS:				716.93
<b>ROTE OIL LTD</b>				
17481	12/31/2025	365.3 ON RD DSL	11-32-10-53410 VEHICLE-FUEL & OIL	1,134.63
Total ROTE OIL LTD:				1,134.63
<b>SAFEBUILT LLC</b>				
3048301	12/31/2025	BLDG INSP/PLAN REVIEWS-DE	11-24-00-52190 CONTRACT BUILDING INSPECTOR	25,988.73
Total SAFEBUILT LLC:				25,988.73
<b>SCHLITZ AUDUBON NATURE CENTER</b>				
01062026	01/06/2026	SWIFT NIGHT OUT	11-70-00-57800 AVIAN COMMITTEE EXPENSES	490.00
Total SCHLITZ AUDUBON NATURE CENTER:				490.00
<b>SHERWIN WILLIAMS</b>				
345071311901	01/05/2026	PAINT-PARKS	11-52-00-53520 GROUNDS MAINT SUPPLIES	184.98
Total SHERWIN WILLIAMS:				184.98

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>STATE BAR OF WISCONSIN</b>				
5156433	11/21/2025	CODEBOOKS 2025	11-12-00-53240 DUES, BOOKS, PUBLICATIONS	493.10
Total STATE BAR OF WISCONSIN:				493.10
<b>STATE OF WISCONSIN</b>				
64-246 12/25	01/07/2026	COURT FINES- DEC 2025	11-12-00-24240 COURT FINES-STATE	12,010.33
Total STATE OF WISCONSIN:				12,010.33
<b>THE KNOT WORLDWIDE INC.</b>				
INV787591431	12/13/2025	1ST QTR VENUE ADV-2026	40-55-10-53160 PUBLICATIONS & PROMOTIONS	854.70
Total THE KNOT WORLDWIDE INC.:				854.70
<b>TOTAL PARKING SOLUTIONS INC</b>				
107704	01/02/2026	CMS MONITORING FEB 2026	42-34-50-54500 SUPPORT CONTRACTS	3,850.00
UPS00056821	12/31/2025	AUTOMATED LOOKUPS-DEC20	42-34-50-54500 SUPPORT CONTRACTS	5.00
TOTAL PARKING SOLUTIONS INC:				3,855.00
<b>UNITED LABORATORIES</b>				
INV452088	01/13/2026	WAX STRIPPER, SUPER SHINE	40-55-10-53600 UPPER RIVIERA MAINTENANCE	961.88
Total UNITED LABORATORIES:				961.88
<b>UPLAND DESIGN LTD</b>				
25-1430-01	12/15/2025	LANDSCAPE PLAN& TOPOGRA	47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT	6,525.00
Total UPLAND DESIGN LTD:				6,525.00
<b>VANDEWALLE &amp; ASSOCIATES INC</b>				
202512050	12/19/2025	COVENANT HARBOR	11-00-00-13910 A/R BILL OUTS	80.00
202512050	12/19/2025	SYMPHONY BAY PH 8	11-00-00-13910 A/R BILL OUTS	1,867.20
Total VANDEWALLE & ASSOCIATES INC:				1,947.20
<b>WALWORTH COUNTY TREASURER</b>				
64-246 12/25	01/07/2026	COURT FINES-DEC 2025	11-12-00-24200 COURT FINES-COUNTY	4,253.82
Total WALWORTH COUNTY TREASURER:				4,253.82
<b>WELDERS SUPPLY CO</b>				
3263276	12/31/2025	ACETYLENE, OXYGEN, PROPA	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	42.16
Total WELDERS SUPPLY CO:				42.16
<b>WI DEPARTMENT OF TRANSPORTATION</b>				
395-00004257	01/02/2026	W MAIN ST	11-30-00-52160 CITY ENGINEERING FEES	1,756.35
Total WI DEPARTMENT OF TRANSPORTATION:				1,756.35
<b>WISCONSIN DEPARTMENT OF REVENUE</b>				
64-246-2025	10/01/2025	2025 MFG ASSESSMENT	11-15-40-52130 MANUFACTURING ASSESSMENT	2,992.52
Total WISCONSIN DEPARTMENT OF REVENUE:				2,992.52

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>YMCA</b>				
01012026	01/01/2026	BIMONTHLY PMT JAN/FEB	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	10,609.00
Total YMCA:				10,609.00
Grand Totals:				352,322.22

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "12312025A","12312025B","01212026","01212026A"

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

Invoice Detail.GL account (2 Characters) = {<>} "62"

**RESOLUTION OF THE COMMON COUNCIL**

Resolution amending the Alcohol Beverage License Fees from the City Clerk section of the Schedule of Fees.

Committee: Finance, Licensing and Regulation January 20, 2026

Fiscal Impact: N/A

File Number: **26-R05**

Date:

January 26, 2026

Whereas, the City of Lake Geneva Municipal Code states that the various City fees be set by resolution of the Council from time to time; and,

Whereas, the City of Lake Geneva keeps a Schedule of Fees that is amended and adopted from time to time as needed by resolution of the City Council; and,

Whereas, city staff has reviewed and is recommending updates to the fees related to Alcohol Beverage Licenses; and,

Now, therefore, be it resolved, that the fees related Alcohol Beverage Licenses in the City Clerk section of the City of Lake Geneva Schedule of fees be amended and adopted as highlighted in red in the attached, effective January 27, 2026.

Granted by action of the Common Council of the City of Lake Geneva this 26th day of January 2026.

**Council Action:**     **Adopted**         **Failed**        **Vote** \_\_\_\_\_

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

\_\_\_\_\_  
Todd Krause, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Lacey L. Reynolds, City Clerk

\_\_\_\_\_  
Date



626 Geneva Street, Lake Geneva, WI 53147- (262) 248-3673-www.cityoflakegeneva.gov

### Schedule of Fees

The City of Lake Geneva may retain overpayments of taxes, fees, licenses, and similar charges when the overpayment is \$2 or less, unless such refund is specifically requested by the remitter.

<b>City Clerk</b>	
<b>Administrative Fees</b>	
Annexation Filing-Due Upon Petition	\$200.00
City Hall Meeting Room Rent (Conference Room 2A or 2C)	\$25.00 per event
Public Records Requests	
Photocopies (can include hourly wage for gathering data)	\$0.25 per page
Large Plan Set Printing (Larger than 11"x17")	\$1.75 per page
Tax Exempt Report Filing (even years)	\$20.00
Late Fee	\$20.00
<b>License &amp; Permit Fees</b>	
<b>Alcohol Beverage Licenses</b>	
Class "A" Beer	\$100.00
"Class A" Liquor	\$500.00
Class "B" Beer	\$100.00
"Class C" Wine	\$100.00
"Class B" Liquor (Quota License)	\$500.00
Reserve "Class B" Liquor (Quota License)	\$10,000.00 initial fee plus \$500.00 annual license fee
Above Quota "Class B" Liquor-available only to specific qualified applicants per Wis. Stats 125.51(4)(v)	\$20,000 initial fee plus \$500.00 annual license fee
Publication Fee-required for all application types except for Operators & Temporary Licenses	\$25.00
<b>Changes of Fact During License Period</b>	
Change of Agent	\$10.00
<del>Extension of Change to</del> Premises	\$25.00
Temporary <del>Retailer's</del> Class "B" Beer and/or "Class B" Wine-for qualified organizations only. Wine licenses limited to 2 per year.	\$10.00 each
Multi-Location (Beer/Wine Walks)	\$10.00 per location
Temporary Operator-for individuals employed by or donating their time to a qualified organization holding a Temporary Class "B"/ "Class B" License-Limit 2 per year	\$10.00
Operator-1 Year License (First Time Applicants)	\$50.00
Operator-2 Year License (Renewal)	\$75.00
Provisional/ <del>Temp.</del> Operator ( <del>60 days</del> )	\$15.00 each
<b>Business Licenses &amp; Permits</b>	
General Business License	\$25.00



626 Geneva Street, Lake Geneva, WI 53147- (262) 248-3673-www.cityoflakegeneva.gov

Late fee after July 1	\$20.00 (plus license fee)
Amusements	
Coin operated music machine/juke box	\$20.00 per machine
Bowling Alley	\$20.00 per lane
Billiards or Pool Table	\$40.00 per table
Carriage Company License	\$50.00
Additional Carriages	\$25.00 each
Cigarette, Tobacco, and Electronic Vaping Device	\$100.00
Closing Out Sale	\$25.00 per event
Creamery Permit	\$50.00
Direct Sellers Permit	\$50.00
Massage Establishment	
Application & Investigation	\$50.00
Transfer	\$50.00
Mobile Home Park License	\$100.00
Room Tax License	\$10.00
Shows, Circus, Carnivals	
Circus	\$50.00 per day
Tent Show-Day 1	\$15.00
Tent Show-Additional Days	\$10.00 each
All Other	\$2.00 per day
Sidewalk Café Permit	\$15.00 per seat
Taxi Cab Company License	\$50.00
Additional Cars	\$25.00 each
Taxi Cab Driver License	\$25.00
Theater License	
Up to 1,200 seats	\$200.00
Over 1,200 seats	\$275.00



# Agenda Item Memo

City of Lake Geneva

Committee: FLR

Meeting Date: January 20, 2026

Agenda Item Number: \_\_\_\_\_

Subject / Title: Fee Schedule Updates-Alcohol Beverage License Fees

Submitted By: Clerk's Office

### Background / Request

The alcohol license fees section of the City's fee schedule is in need of changes to clarify certain already existing fees. You'll notice separation of the Temporary & Provisional Operator Licenses; these are separate licenses with fees and definitions set by statute. We've also clarified that both the Regular and Reserve "Class B" licenses fall under quota regulations. There are other updates to the wording of various fees to make the language more closely reflect language used in state statutes.

We are also proposing 2 newly defined fees.

The Above Quota "Class B" fee was established when the current quota categories were created by state law changes in 1997 and was grouped in with the Reserve License fee. Since then, there is more understanding of the differences between these two categories making separation necessary. An Above Quota "Class B" license is available only to applicants that meet specific requirements laid out in WI Stat 125.51(4)(v), and only if the municipality has no Regular or Reserve "Class B" licenses available. The initial issuance fee of a license of this type is not bound to a limitation in state statutes. This means the municipality can opt to charge any fee they wish for the initial issuance. When deciding on a proposed fee, we compared the fees for other types of Intoxicating Liquor Licenses. WI Stat 125.51(3)(e).

- Reserve "Class B" part of the municipal quota: at least \$10,000 set by statute
- Above Quota "Class B" for premier economic development district: at least \$30,000-set by statute

We propose an initial issuance fee of \$20,000 for an Above Quota "Class B" license pursuant to WI Stat 125.51 (4)(v). As it is essentially a request by the applicant to create and issue a license that otherwise would not exist, this type of license should have a higher initial issuance fee than a Reserve License, which is an existing license that is part of the municipal quota. However, it should not be as high as an Above Quota License for a premier economic development district because that process requires specific designation on the part of the municipality, which does not apply to an Above Quota license per 125.51(4)(v).

Please note, the annual license fee must be the same for all "Class B" licenses regardless of category, which is \$500.00.

Multi-Location Temporary Beer/Wine Licenses for Beer/Wine Walks have been classified and charged the same \$10.00 fee as a single location license. Statute allows for the license fee to be charged per location in the event of a multi-location license. The nature of these events results in the issuance of up to generally 20 licenses per event. The proposed change would allow the city to charge \$10 per location, generally up to \$200 per event, rather than just \$10 total as we do for single location events.

### Fiscal Impact / Budget

- **Estimated Cost:** n/a
- **Funding Source:** n/a \_\_\_\_\_ (e.g., General Fund, TID, Water Utility, Grants)
- **Budget Status:**  Within Budget  Over Budget  Budget Amendment Required
- **GL Number:** 11-00-00-44100 Revenue Account

*(If applicable, note grant awards, cost-sharing, or capital plan references.)*

### Ordinance/Policy Implications/Changes:

**Fee Schedule changes by Resolution at Council**

**Recommendation:**

**Recommend approval to the Council.  
Clerk's office will be present at meeting for questions; if Committee members have questions, please direct them to the Clerk's office prior to the meeting so that answers can be researched and provided at the meeting.**

**Implementation/Next Steps**

<b>Name of Committee</b>	<b>Date of Meeting</b>	<b>Outcome</b>
<b>Next step: Council</b>	<b>01/26/2026</b>	

**Attachments:** ██████████

<b>Reviewed by</b>	<b>Date:</b>	<b>Comments</b>





## Agenda Item Memo

City of Lake Geneva

Committee: FLR Committee

Meeting Date: January 20, 2026

Agenda Item Number: \_\_\_\_\_

**Subject / Title Discussion/Approval of BSA Financial Software**

Submitted By: Laura Pisarcik

**Background / Request**

The Finance and Utility departments have demonstrated financial software systems. After reviewing three different products, the team agreed on the BSA Financial Software system. This system will enable integration across various platforms throughout the city including HR. Additionally, Utility will transition to this system and share some of the costs. The system will include General Ledger, Accounts Payable, Cash Receipting, Accounts Receivable, Fixed Assets, Payroll, Utility Billing, Online Bill Payment options, and Timesheets. The conversion process could take up to 10 months to implement.

**Fiscal Impact / Budget**

- **Estimated Cost: \$119,540, City Portion/Utility Portion \$30,020**
- **Funding Source: Equipment Replacement Fund** (e.g., General Fund, TID, Water Utility, Grants)
- **Budget Status:** Within Budget  Over Budget  Budget Amendment Required
- **GL Number 50-00-00-58000**

*(If applicable, note grant awards, cost-sharing, or capital plan references.)*

BSA Software came in as lowest proposal and was deemed best overall for our needs.

**Ordinance/Policy Implications/Changes:**

**Recommendation:**

Staff recommend approving this software package. This contract has been reviewed by the City Attorney and the City Administrator.

**Implementation/Next Steps**

Name of Committee	Date of Meeting	Outcome
Common Council	1/26/26	

Attachments: Yes

Reviewed by	Date:	Comments

# Cloud-based ERP Software That Empowers Local Governments to Thrive

Cloud-based ERP solutions designed specifically  
for local government and their residents.



# Introduction

2,945+

Local Governments Served

100%

Focused on Local Government  
ERP Solutions

99%

Customer Retention

Since 1987, BS&A Software has been providing exceptional software solutions to local governments.

BS&A Software empowers local governments with cloud-based solutions designed to make public service easier, more efficient, and more effective. From finance to community development, our products help municipalities deliver better services with transparency, simplicity, and unparalleled support.

## BS&A Cloud Platform

The BS&A Cloud Platform is a complete, cloud-based ERP solutions built for municipalities – giving you the power to manage finances, human resources, utilities, property tax, payments, and more, all in one place. No more expensive, on-site hardware; instead, securely access your applications online from any device, anywhere, anytime. Our cloud-based platform was specifically developed to meet the demands of local government, with the convenience and functionality to streamline daily operations. Hosted in Microsoft Azure data centers, the BS&A Cloud platform lets you access the latest tools while we handle updates, security, and maintenance – so you can focus on efficiency and better serving your community.

# Key benefits of the BS&A Cloud Platform



## Access anytime, anywhere

Whether you're at the office, in a meeting, or working remotely, our Cloud Platform keeps you fully connected with flexibility to ensure you have access to your data anytime, anywhere.



## Remote, but collaborative

Your team can easily work from different locations, accessing and sharing data in real-time. This simplifies collaboration and helps reduce redundant tasks across departments.



## Scalable cost-effectiveness

Say goodbye to costly hardware upgrades. The BS&A Cloud Platform minimizes the need for on-premise infrastructure, so you can enjoy predictable, subscription-based pricing that grows with your community's needs, instead of outgrowing your systems.



## Automatic updates

With the cloud-based ERP solutions, you're always working with the latest version of our software. Updates are handled seamlessly, so you can continue your work uninterrupted, while also benefiting from the newest features and enhanced security and compliance measures.



## Advanced security

We know that data security is critical. Hosted in Microsoft Azure, our cloud platform uses top-tier security measures to protect your data.



## Data backup and recovery

Your data is backed up securely within the cloud, ensuring stringent security compliance protocol that allows for advanced protection measures and data breach monitoring to protect against potential cyberattacks.

# Software that works as hard as you do

From managing finance to providing payment options with resident, we have the solutions you need to better manage your municipality.

## Supporting every corner of your community

BS&A Software delivers intuitive solutions designed to simplify local government operations. Our cloud-based products are purpose-built to meet municipalities' diverse needs, helping you manage essential services with ease and precision. Explore how each tightly integrated solution can make your work more efficient, productive, and impactful.

The BS&A Software suite streamlines everything from financial management to resident engagement – with access anytime, anywhere.

- Financial Management
- Utilities Management
- Payments
- Human Resource Management
- Community Development
- Assessing and Property Tax
- Online Self-Service Portal\*

\* Formerly BS&A Online

# Our Innovative Solutions

Tightly-integrated, cloud-based ERP software to efficiently manage operations and a self-service portal for residents designed exclusively for municipalities.

ERP Software Solutions	Financial Management	Human Resource Management	Utilities Management	Community Development	Assessing and Property Tax
Online Self-Service Portal*	<ul style="list-style-type: none"> <li>Over the Counter Payments</li> </ul>		<ul style="list-style-type: none"> <li>Online Bill Pay</li> </ul>	<ul style="list-style-type: none"> <li>Inspection Requests</li> <li>Permit Applications</li> <li>Certificate Renewals</li> <li>PZE Applications</li> <li>Business Licenses</li> </ul>	<ul style="list-style-type: none"> <li>Public Records Search</li> <li>Online Bill Pay</li> </ul>

\* Formerly BS&A Online

# Financial Management

Take control of your finances with our fully integrated financial management solutions. Manage general ledger, accounts payable, budgeting, and more—all in one streamlined cloud platform.

- ✓ GAAP-compliant general ledger, budgeting, and reporting
- 🔒 Secure, accurate tracking for better decision-making
- 🕒 Integrated solutions for real-time visibility and detailed drill-down data
- 📊 Project and grant tracking for transparent accountability

## Comprehensive solution including:

- General Ledger
- Accounts Payable
- Accounts Receivable
- Cash Receipting
- Fixed Assets
- Purchase Order
- Budgeting
- Project & Grant Accounting
- Bank Reconciliation



Comprehensive Reporting Features

Integration with Payroll and HR Modules

Workflow Automation

# Utilities Management




Our Utilities Management simplifies the billing process from start to finish. It tracks usage, generates accurate bills, and provides residents with a smooth payment experience, leaving less room for error and more time for efficiency.

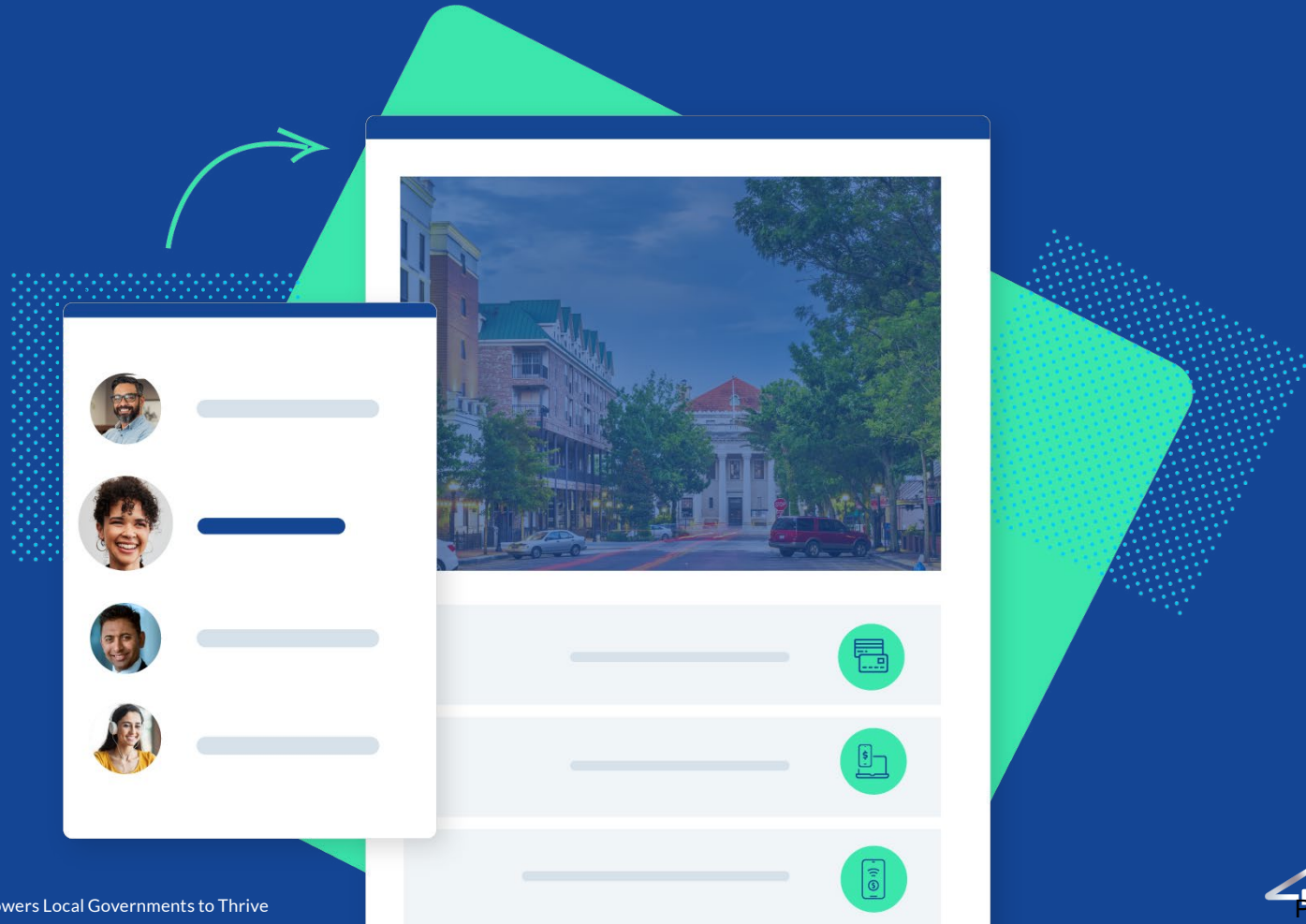
- ☑ Customizable billing cycles and flexible fees
- 📄 ACH payment and paperless options
- 🔗 Integration with work order management for efficient operations
- 💰 Integrated payment processing
- 👤 Resident-friendly payment options



# BS&A Payments

BS&A's Payments solution provides secure, straightforward payment processing for your community. Accept secure payments anytime — built to handle taxes, utilities, and more.




-  Multiple payment methods and recurring options
-  Secure, compliant processing and detailed reporting
-  Resident-friendly access from any device








# Human Resources Management

Our HR Management software is designed with your people in mind. It covers payroll, employee records, time tracking, and benefits administration. Created to simplify processes and support your team, so you can focus on the people who keep your community thriving.

-  Payroll automation and reporting compliance
-  Self-service options for employees
-  Flexible leave accrual and benefit management

# Community Development




Our Community Development suite helps you stay organized, compliant, and ready to grow, from permits and inspections to code enforcement. It allows you to handle projects and approvals with ease, ensuring future planning will have a long-lasting, positive impact on your community.

-  A comprehensive suite including Permitting, Inspections, Code Enforcement, Planning, Zoning, and Engineering
-  Project management and tracking
-  Code compliance features for seamless operations



# Assessing & Property Tax




Our Assessing & Property Tax solutions offer all the tools needed for accurate property assessments, exemptions, appeals, and seamless tax collection. Keep your assessments accurate and your revenue on track.

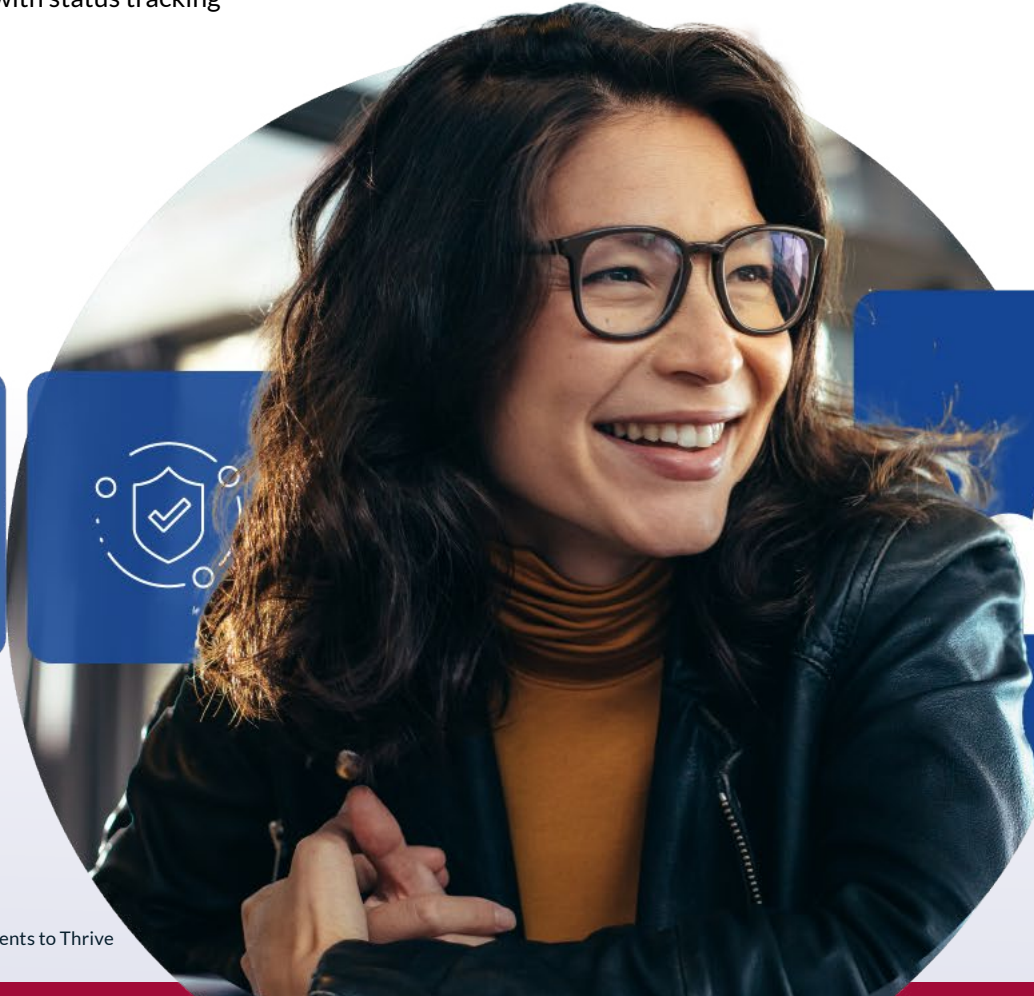
-  Seamless property assessment and tax collection
-  Exemption tracking and appeals management
-  Comprehensive tax administration features



# Online Self-Service Portal

Formerly called BS&A Online, our Online Self-Service Portal makes it easy for residents, businesses, and contractors to interact with your municipality. They can view public records, pay bills, and submit permits anytime, anywhere, helping build a connected, engaged community.

-  24/7 public records access and payment portal
-  Secure online billing and ACH options
-  Simple permit applications and inspections with status tracking



# BS&A Software is a leading provider of cloud-based ERP solutions for local governments.

Our solutions are designed to help municipalities improve their efficiency, effectiveness, and resident engagement. BS&A is deeply committed to providing unparalleled customer support and service. See why 99% of BS&A customers *STAY* customers.

**Contact us today to learn more about how BS&A Software can help your community thrive.**

- 🌐 [www.bsasoftware.com](http://www.bsasoftware.com)
- ✉ [inquiry@bsasoftware.com](mailto:inquiry@bsasoftware.com)
- ☎ **855-272-7638**

14965 Abbey Lane, Bath, MI, 48808  
855-272-7638  
[www.bsasoftware.com](http://www.bsasoftware.com)  
[inquiry@bsasoftware.com](mailto:inquiry@bsasoftware.com)



# Cloud-Based ERP Software: The Future for Local Government



# Simplify Local Government ERP with BS&A Cloud

Local governments face unique challenges in running efficient, transparent, and fully integrated operations for their communities. With BS&A Cloud, you streamline and centralize your data and business processes to modernize operations with flexible solutions, specifically created for municipalities. From financial management to payments, utilities, human resources, and community development, our cloud-based platform integrates your data and reporting to better serve your community and residents anywhere, anytime.



Assessing & Property Tax



Human Resources



Utilities



Payments



Community Development



Financial Management

**Streamline**

**Centralize**



# BS&A Cloud has You Covered



## Always Accessible

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Manage your essential functions from anywhere, anytime, on any device, with secure web-based access. Whether you're in the office, at home, or on the go, BS&A Cloud has you covered.



## Automatic Updates

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With BS&A Cloud, software updates are seamless and automatic, saving time and boosting efficiency. These updates ensure local governments always have access to the most current software version, complete with the latest security enhancements and cutting-edge features.



## Enhanced Collaboration and Productivity

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Enable real-time collaboration across departments with centralized data access and easy to use messaging and notifications. Create custom or role-based dashboards for reporting and data visibility. Save time with automated workflows that eliminate redundancies and speed up response times for enhanced productivity.



## Predictable Costs

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Say goodbye to costly on-premise hardware and unexpected maintenance expenses. With a subscription-based model, BS&A Cloud offers predictable pricing that scales with your community's needs.



## Enhanced Security and Disaster Recovery

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Hosted in Microsoft Azure's state-of-the-art data centers, BS&A Cloud ensures stringent security protocols, automated backups, and data breach monitoring to protect against cyberattacks. With enhanced security and compliance standards, your data remains safe and secure.



## Scalable and Future-Proof

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As your community grows, BS&A Cloud has you covered. Scale effortlessly to meet evolving demands without investing in costly new hardware or systems.

# Cloud Comparison: Why Make the Move?


Streamline operations with our tightly-integrated, cloud-based ERP solutions-built specifically for local governments. With flexible, secure data and workflow automation, BS&A Cloud empowers your community to thrive.

## Traditional On-Premise Solutions

 High upfront costs for hardware

 Limited access and mobility

 Manual updates and maintenance

 Ongoing responsibility to ensure security compliance and data protection against cyberattacks and disasters

 IT-intensive operations

## BS&A Cloud

 Predictable subscription pricing

 Access from anywhere, anytime

 Automatic, seamless updates

 Robust security monitoring and disaster recovery

 Frees up IT resources

# Implementation and Onboarding: **Setting Our Customers Up for Success**

## **Experience**

BA&A Cloud is our fourth iteration of our solutions over the last 30 years... With our experienced team of cloud experts, we are fully-equipped and ready to make your cloud implementation a success.

## **Project Ownership**

We take ownership of the implementation by putting 90% of the workload on our shoulders.

## **Customer Collaboration**

Our team and your team work together at each stage of the implementation process - no silos.

## **Support You Can Count On**

We support you the way we always have - with attention and understanding



# Unparalleled Support

Our customer-first business approach, along with our dedication to creating the best platform and user experience is truly what sets BS&A Software apart. With proactive customer service available by phone, email and in-app messaging, you receive fast, reliable support when needed most. With our dedicated support team, we are proud to showcase our 99% customer retention rate.



99%

customer retention rate





# Trusted by Over 2,300 Customers

Communities across the country rely on BS&A Cloud to deliver essential services efficiently and effectively. Join the growing network of local governments transforming business operations with BS&A.

# Cloud-Based ERP Solutions to Modernize Your Local Government Operations

Contact us today to learn more  
or schedule a demo.

🌐 [bsasoftware.com](https://bsasoftware.com)

📞 (855) 272-7638

14965 Abbey Lane, Bath, MI, 48808

(855) 272-7638

[www.bsasoftware.com](https://www.bsasoftware.com)

[inquiry@bsasoftware.com](mailto:inquiry@bsasoftware.com)



**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> City of Lake Geneva, Walworth County WI	<b>Sponsor Contact:</b> [ ]
<b>Billing Address:</b> [ ]	<b>Sponsor Phone:</b> [ ]
<b>Accounts Payable Email:</b> [ ]	<b>Sponsor Email:</b> [ ]

**Platform and Fee Information**

<b>Effective Date:</b> [ ]	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$28,435, payable [annually].
The “ <b>Initial Subscription Period</b> ” shall begin the at the earlier date of activation of module(s) on Customer’s site or; <ul style="list-style-type: none"> <li>• One (1) year after the Effective Date for any new software modules</li> <li>• Six (6) months after the Effective Date for any software modules upgrading from BS&amp;A’s .NET Platform</li> </ul>	
<b>Professional Services (if any):</b> \$121,125	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

**BS&A SOFTWARE, LLC**

**CITY OF GENEVA, WI**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.12 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf, including expenses related to non-refundable rental car reservations, hotel reservations and airline reservations; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee

rate), if less than 30 days advance notice is given regarding the need to cancel or reschedule and BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A or Customer may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the other party, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR THE AMOUNT OF INSURANCE PROCEEDS ACTUALLY AVAILABLE WITHOUT RESERVATION AT THE TIME OF SETTLEMENT OR JUDGMENT TO COVER THE CLAIM(S). THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THE

GREATER OF THREE TIMES (3X) THE TOTAL AMOUNTS PAID, AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR THE AMOUNT OF INSURANCE PROCEEDS ACTUALLY AVAILABLE WITHOUT RESERVATION AT THE TIME OF SETTLEMENT OR JUDGMENT TO COVER THE CLAIM(S)).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Customer may terminate this Agreement upon thirty (30) days notice to BS&A without cause.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both

written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in Walworth County, Wisconsin and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval),

prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**EXHIBIT B**  
**PRICING SHEET**  
 (Based on Quote 2440 dated 12/15/2025)

**Cost Summary**

*Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.*

**Cloud Modules - Annual Fee**

**Financial Management**

GL-General Ledger	\$3,320.00
AP-Account Payable	\$2,705.00
CR-Cash Receipting	\$3,015.00
AR-Account Receivables	\$2,525.00
FA-Fixed Assets	\$2,460.00
Total	\$14,025.00

**Personnel Management**

PR-Payroll	\$4,505.00
TS-Timesheets	\$2,025.00
Total	\$6,530.00

**BS&A Online**

BSAO-PRS – Online Bill Pay	\$1,760.00
Total	\$1,760.00

**Utility Billing**

UB-Utility Billing	\$6,120.00
Total	\$6,120.00

**Subtotal** **\$28,435.00**

**Please explain what BS&A online bill pay. Is this for credit card process of our customers? Also, we are still looking at Personnel Management with Neo Gov, or UKG, so this module might not be needed, can we have as addition to for now as separate cost for conversion and annual fee.**

### Data Conversions/Database Setup

AR-Manual-Database Setup +Import Setup of Billing Items, Penalties	\$3,585.00
FA-Manual-Database Setup +Import Setup of Assets, Entry of Value, Accumulated Depreciation	\$2,955.00
GL-Conversion-Caselle COA, Balances, Budget, Journal Transaction history for up to 5 years	\$3,520.00
AP-Conversion-Caselle Vendors, Invoices and check history for up to 5 years	\$3,005.00
CR-Conversion-Caselle Receipt items, Receipt history for up to 5 years	\$3,080.00
PR-Conversion-Caselle Database setup, employee detail, YTD Values, Check history for up to 5 years	\$7,480.00
UB-Conversion-Caselle Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$9,500.00
<b>Total</b>	<b>\$33,125.00</b>

**No Conversion or Database Setup for:**  
TS-Timesheets

### Project Management and Implementation Planning

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**Total** **\$30,400.00**

## Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

### Setup Days

ITS Setup - FM	Setup Days: 2	\$2,400.00
ITS Setup - HRIS	Setup Days: 2	\$2,400.00
ITS Setup - UB	Setup Days: 2	\$2,400.00
<b>Total Setup Days: 6</b>		<b>Subtotal: \$7,200.00</b>

### Implementation and Training Days

ITS Training - FM	Training Days: 9	\$10,800.00
ITS Training - HRIS	Training Days: 23	\$27,600.00
ITS Training - UB	Training Days: 10	\$12,000.00
<b>Total Training Days: 42</b>		<b>Subtotal: \$50,400.00</b>
<b>Total Days: 48</b>		<b>Total: \$57,600.00</b>

## Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$28,435.00
Data Conversion/Database Setup	Subtotal	\$33,125.00
Project Management and Implementation Planning	Subtotal	\$30,400.00
Implementation and Training	Subtotal	\$57,600.00

### Total Proposed

**\$149,560.00**

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state  
 \$90 per day car rental  
 \$70 per day meals  
 \$730 per trip airfare/related expenses  
 \$0.70/mile round trip for drive distance

For training days do you have how many hours per day? Like to have the listed.

## Addendum

### Conversion Scope Definition

The successful conversion of data from a customer's legacy system(s) is contingent upon the Customer's ability to provide complete and accurate data exports. When possible, BS&A will assist with or perform the data extraction from the Customer's legacy system(s). To complete this project successfully, the Customer shall:

- Provide access to all required data exports from legacy systems in a mutually agreed-upon format and according to the project timeline.
- Ensure the completeness and accuracy of all exported data.
- Provide documentation regarding data structures, relationships, and business rules associated with the legacy data.
- Designate a knowledgeable representative familiar with the legacy system to address questions or issues that may arise during the conversion process.

BS&A's ability to complete the data conversion is dependent upon the fulfillment of these Customer responsibilities.

In addition:

- The scope of this conversion is based on the information provided by the customer regarding their legacy system(s). If additional data sources are introduced or if the scope of the legacy system(s) changes, this may result in additional charge or changes to the project schedules.
- The following outlines the data points that can be converted into BS&A. Any data point that is not used or not available in the legacy system will not be included in the conversion process.

### Financial Management Suite

#### General Ledger

- Bank Accounts
- Chart of Accounts
  - Fund
  - Department
  - Account
  - Account Classification
  - Grants
  - Projects
- Journal Entry/Manual Journal Entry Detail
- Budget

#### Accounts Payable

- Vendor
  - Address
  - Contact
  - Distribution
- Invoice
  - Item
  - Distribution
- Checks

#### Cash Receipting

- Receipt Item Type
- Receipt Tender Type
- Receipt
  - Item
  - Distribution
- Recurring Receipt Template
- Sales Tax Codes

**Fixed Assets**

- FA Import
  - All assets and asset values imported to retain full asset listing

**Accounts Receivable**

- AR Import
  - Customer Import
  - Invoice Import – Invoices with an outstanding balance only.

**Human Resources Management Suite****Personnel Management**

- Pay Codes
- Deductions and Expenses
- Departments
- Job Classes
- Leave Banks
- Locations
- Positions
- Rate Tables
- Remittance Vendors
- Employee Information
  - Pay Codes and Distributions
  - Deductions and Expenses
  - Direct Deposit Information
  - Emergency Contacts
  - Dependents
  - Position History
  - Leave Banks and Balances
  - Notes
  - Attachments
- 5 years of payroll and remittance check history

**Utility Billing Suite****Utility Billing**

- Master Account Information (active and inactive)
  - Service Address
  - Mailing Information – to include email addresses and ACH Information.
  - Account Number, Cycle, Route, Status
  - Account Comments
- Meter Information (active and inactive)
  - AMR / Radio ID / Remote #
  - Serial #
  - Meter Size
  - Meter Type / Manufacturer
  - Install Date
  - Location
  - Usage Multiplier
  - Read Dials

- *Services / Billing Items (active only)*
  - *Associated Rate*
  - *Multiplier / REU*
  - *Type*
- *Deposits (active and inactive)*
  - *Amount Remaining*
  - *Interest Amount*
  - *Deposit Date*
  - *Depositor*
- *Account History (5 years)*
  - *Meter Read, Payment, Billing, Penalty, and Adjustment History*
  - *Transaction Amount*
  - *Transaction Date*
- *Account Balances (active and inactive)*
  - *Balances are summarized by Account and Billing Item using the conversion date as the due date.*
  - *In certain instances, balances may be delineated by transaction type (e.g., Sales Tax, Penalty), subject to the specific conversion data*
- *Rates (active)*
  - *Service Fee / Flat Amount*
  - *Minimum and Maximum Amounts*
  - *Basic Step Tier Amounts (step from, to, and amount)*
  - *Complex Electric Rates may not be converted correctly due to complexity*
- *Work Orders (active and inactive)*
  - *Date Scheduled*
  - *Date Completed*
  - *Work Detail Comment*
  - *Work Order #*



## Agenda Item Memo

City of Lake Geneva

Committee: Council

Meeting Date: 1/26/2025

Agenda Item Number: \_\_\_\_\_

Subject / Title: Comprehensive Outdoor Recreation Plan (CORP) Recommendation

Submitted By: David Winger

### Background / Request

The PHL and Parks Boards met on 1/20/2026 and recommended that the CORP RFP be approved by Council with some updates to the language, but no major alterations to the scope of the RFP. The request is that Council approve the RFP so the Parks Director can post on 1/29/2026 and begin contacting firms.

### Fiscal Impact / Budget

- Estimated Cost: \$60,000 - \$85,000
- Funding Source: Parks CIP (e.g., General Fund, TID, Water Utility, Grants)
- Budget Status:  Within Budget  Over Budget  Budget Amendment Required
- GL Number

*(If applicable, note grant awards, cost-sharing, or capital plan references.)*

Not Applicable

### Ordinance/Policy Implications/Changes:

This sets the foundation for decision making for the Parks department for the next several years and integrates the Lakefront into the Parks Department.

### Recommendation:

Approve RFP with the language alterations that were requested at the Joint Piers and Parks Meeting.

### Implementation/Next Steps

Name of Committee	Date of Meeting	Outcome
Piers & Parks Joint Meeting	1/20/2026	Recommend Approval
Council	1/26/2026	

Attachments: Yes

Reviewed by	Date:	Comments

# **REQUEST FOR PROPOSALS (RFP)**



**Issued by:**

**City of Lake Geneva, Wisconsin**

**January 29, 2026**

**The City of Lake Geneva is seeking Comprehensive Outdoor Recreational Planning services for an integrated Parks and Lakefront System plan.**

**Proposals Must Be Submitted by:**

**12:00 PM**

**March 5<sup>th</sup>, 2026**

City of Lake Geneva  
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Lake Geneva, Wisconsin 53147  
Phone 262-248-3673 / Fax 262-248-4715  
[www.cityoflakegeneva.gov](http://www.cityoflakegeneva.gov)

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# 1. INTRODUCTION & PURPOSE

The City of Lake Geneva stands at a pivotal moment. After decades of managing parks under the Department of Public Works, the City has established its first standalone Parks Department with a dedicated Parks Director. Simultaneously, our lakefront—one of Wisconsin's premier recreational destinations—requires strategic planning to balance public access, infrastructure maintenance, tourism economy, and fiscal sustainability.

## Long-Term Stewardship Approach

The City seeks recommendations grounded in long-term stewardship of public assets. This includes practical design decisions, operational strategies, and capital investments that prioritize durability, efficient maintenance, responsible use of resources, and long-term value for taxpayers. The CORP should help the City avoid deferred maintenance, reduce lifecycle costs, and ensure that parks and lakefront facilities remain functional, accessible, and financially manageable for future generations.

## What We Need

The City seeks proposals from qualified consulting firms or multidisciplinary teams to prepare a CORP that integrates planning for:

- **Our Parks System:** Over 400 acres across 20+ sites with multiple bike and walking trails serving resident and visiting stakeholders
- **Our Lakefront System:** Marina operations, buoys, piers, slips, Riviera Beach, boat launch, waterfront parks, beach and supporting infrastructure
- **Our Recreation Programs:** Partnerships with the Geneva Lakes Family YMCA and Joint 1 schools, with evaluation of expanded or alternative recreation delivery models
- **Our Organizational Transition:** Establishing operational frameworks for a new Parks Department

## What Success Looks Like

This CORP will serve as:

1. **Grant Eligibility Document:** Our required five-year update to maintain eligibility for Wisconsin DNR Stewardship funds, LWCF, and other major funding sources
2. **Strategic Decision-Making Tool:** Clear frameworks for capital investment priorities, recreation programming, partnership agreements, and operational choices
3. **Lakefront Operations Assessment:** Professional analysis of marina infrastructure, revenue optimization, and long-term capital needs
4. **Organizational Foundation:** Staffing recommendations, operational standards, and financial planning frameworks for our emerging Parks Department
5. **Community Vision:** A plan grounded in genuine community input that reflects how Lake Geneva residents and visitors want to experience our parks and lakefront

We seek a consultant who understands that plans gather dust when they're disconnected from implementation realities. We need actionable recommendations with realistic costs, clear priorities, and honest assessment of our opportunities and constraints.

## Consultant Qualifications

**The consultant team must demonstrate strong and balanced experience in both municipal parks planning and professional waterfront/marina operations planning.** This dual expertise is non-negotiable—Lake Geneva's parks and lakefront are equally important and equally complex.

## 2. BACKGROUND

### 2.1 Parks System Overview

The City manages over 400 acres of parkland across more than 20 sites, including neighborhood parks, community parks, athletic fields, natural areas, and special-use sites such as Hillmoor. The parks serve a mix of residents, seasonal visitors, and regional users.

The City has an existing CORP plan that will provide firms with adequate background information and may supply a foundation for firms to build upon. However, the plan must reflect Lake Geneva's unique context, including its role as a regional tourist destination, seasonal population dynamics, permanent resident's needs, and the economic significance of the lakefront. **Generic recommendations applicable to any municipality will be rejected.** Consultants should demonstrate specific understanding of Lake Geneva's community dynamics in their proposal.

### 2.2 Lakefront System Overview

Lake Geneva's lakefront is one of the community's most significant public assets, including:

- Marina with docks, piers, slips, and moorings
- Riviera Beach
- Boat launch and trailer parking areas
- The Riviera building and surrounding plaza
- Vendor areas and commercial boat operator interfaces
- Waterfront parks and promenades
- Supporting utilities and stormwater infrastructure
- High-demand public spaces with year-round visitation

The lakefront is a recreation hub, an economic engine, and a destination that requires specialized planning.

### 2.3 YMCA Partnership

The City partners with the Geneva Lakes Family YMCA to deliver youth sports and community recreation programming. Residents receive a minimum 15% discount for youth sports programming at Veteran's Park, with additional member benefits available.

This partnership has served the community for years. We need objective assessment of:

- Program affordability and equity of access
- Resident satisfaction with current offerings
- Gaps in recreation programming
- Opportunities to enhance the partnership
- Whether the community desires a City-operated community center and, if so, what scale and program spaces would be appropriate

This analysis must be balanced and data-driven, recognizing both the value of our YMCA partnership and the community's evolving recreation needs.

### 2.4 Transition to a Dedicated Parks Department

Historically, parks maintenance was managed under DPW alongside streets, utilities, and public works operations. With the hiring of our first Parks Director, we are transitioning toward a standalone Parks Department with distinct identity, specialized expertise, and dedicated focus on recreation and natural resource management while still utilizing the existing department partner relationship with DPW.

This CORP must provide organizational clarity:

- What staffing levels and skill sets does a standalone Parks Department require?
- How should Parks and DPW coordinate on maintenance, capital projects, and seasonal operations?
- What equipment, vehicles, and operational resources are needed?
- How do we structure long-term financial planning and capital budgeting?

We need practical, implementable recommendations that acknowledge our municipal scale and fiscal realities.

## 2.5 Governance Framework

**Primary Advisory Bodies:** Two advisory bodies shape Lake Geneva's outdoor recreation and lakefront decisions:

- **Park Board:** Advises on parks, trails, natural areas, and recreation programming
- **Piers, Harbor & Lakefront Committee (PHL):** Advises on marina operations, lakefront infrastructure, and beach operations.

### Additional Stakeholder Bodies:

- **Hillmoor Commission:** Oversees planning and development of the Hillmoor property. Consultant coordination required for any Hillmoor-related recommendations, particularly regarding Zone 5 community center feasibility assessment.
- **Tree Board:** Assesses tree canopy citywide and advises DPW on urban forestry. Consultant should coordinate on natural resource assessments and park tree inventory.
- **Avian Committee:** Delivers environmental programming including signature events like Swift Night Out. Consultant should coordinate on natural area programming recommendations and interpretive opportunities.

### Approval Authority:

- **Common Council:** Final approval authority for contract award, CORP adoption, and all capital recommendations

These committees must review and provide input throughout the CORP process. Joint meetings at major milestones are required to ensure integrated planning and unified recommendations to the Common Council.

## 2.6 Available Background Data

The City will provide the selected consultant with:

- Previous CORP (2021)
- Five years of marina revenue/expense reports
- Current YMCA partnership agreement and recreation program participation data
- Existing park/facility condition assessments
- GIS layers for parks, trails, shoreline infrastructure
- Historical capital improvement records

### Data Gaps Requiring Consultant Research:

- Comprehensive structural pier and dock assessments
- Complete ADA accessibility audits
- User satisfaction and demand data
- Marina benchmarking against comparable facilities
- Lifecycle cost analyses for major infrastructure

### 3. PROJECT GOALS

For this CORP to be successful it must:

- **Meet all Wisconsin DNR CORP requirements**
- **Unify parks and lakefront planning into one coordinated system vision**
- **Assess lakefront operations and infrastructure**, including marina needs, beach operations, vendor areas, shoreline access, and boat launch management
- **Evaluate recreation programming**, including City-supported YMCA programming and long-term partnership options
- **Assess community interest and space needs for a potential community center**, with attention to Zone 5 of the Hillmoor site or reuse of existing City buildings
- **Improve system-wide connectivity** for trails, sidewalks, bikeways, and shoreline access with detailed plans
- **Provide prioritized, costed capital recommendations** for 5, 10, and 20-year horizons
- **Support annual capital bonding cycles**, including preliminary recommendations by **September 1**
- **Engage the community using an inclusive, high-participation approach**
- **Recommend staffing, operations, and organizational frameworks** appropriate for a growing Parks Department
- **Incorporate sustainability principles** that prioritize long-term cost efficiency, operational resilience, environmental stewardship, and responsible use of public resources, while supporting high-quality user experiences.

### 4. SCOPE OF WORK

The scope below includes full expectations for the CORP. Consultant teams may propose refinements, but the core components must be addressed.

#### 4.1 Project Management

- Kickoff meeting with Joint Committee and City Staff
- Coordination with DPW, YMCA staff, and other stakeholders
- Joint meetings with Park Board and PHL at major milestones (minimum 3 joint workshops)
  - Coordination with Hillmoor Commission, Tree Board, and Avian Committee as relevant to scope
- Presentation-ready materials throughout the project
- A clear communication strategy for elected officials and committees

#### 4.2 Park System Planning

##### 4.2.1 Full Inventory & Conditions

- Park-by-park inventory of amenities, infrastructure, and site characteristics
- Playgrounds, courts, fields, shelters, restrooms, parking
- Accessibility and ADA considerations, including identification of physical barriers and recommendations for upgrades to improve equitable access, while considering ADA compliance alongside other operational or capital considerations
- Natural resources, environmental constraints, and sustainability considerations such as stormwater management, tree canopy, soil conditions, and opportunities to reduce long-term maintenance inputs
- Trail, sidewalk, and park connections should be evaluated for accessibility, ensuring routes accommodate users of varying mobility levels, with improvements identified as part of prioritization and cost planning

##### 4.2.2 User Experience & Operations

- Behavior mapping (site-specific use patterns)

- Seasonal activity variations
- Parking and circulation
- Maintenance and operations assessment
- Safety considerations

#### 4.2.3 Needs Assessment

- Level of Service (LOS) analysis
- Park access and geographic equity
- Facility-level capacity and demand evaluation
- Future trends and community demographic implications
- Identify which needs are driven by population growth vs. existing deficiencies to determine impact fee eligibility

Needs and recommendations should consider sustainability from an operational standpoint, including maintenance capacity, staffing impacts, and long-term replacement cycles. For projects serving both existing and future populations, provide guidance on proportional cost splits to **support legally defensible impact fee use**.

### 4.3 Lakefront System Planning

The CORP must include a **specialized and comprehensive lakefront section** that evaluates infrastructure, operations, and long-term capital needs.

#### 4.3.1 Marina & Pier System

- Inventory of slips, moorings, piers, docks, launch lanes, and support facilities
- **Visual condition assessment** of all structures
- Identification of areas requiring engineering evaluation
- Review of possible increase of slips, piers, and docks including locations
- ADA, safety, and code considerations
- Seasonal operations assessment

#### 4.3.2 Riviera Beach & Shoreline Experience

- Beach capacity, circulation, and user experience patterns
- Shade, seating, enhance accessibility, safety, and signage
- Environmental considerations and shoreline resilience

#### 4.3.3 Boat Launch & Waterfront Circulation

- Parking Constraints and trailer flow analysis
- Multi-modal access
- Safety and operational considerations

#### 4.3.4 Riviera Plaza & Vendor Zones

- User behavior mapping and activation opportunities
- Queueing and circulation
- Vendor access and infrastructure
- Assessment of commercial partnership agreements including tour boat operators, marina service providers, and concourse retail tenants: review financial terms, benchmark against comparable lakefront communities, and recommend revenue optimization strategies

#### 4.3.5 Shorepath Access

- Wayfinding

- Shorepath, marina, boat launch, and beach access should be evaluated for accessibility
- Maintenance and interface with private property

#### 4.4 Recreation Programming & YMCA Partnership

##### 4.4.1 Current Programming & Participation

- Program inventory and metrics
- Historic participation trends
- Facility constraints and opportunities

##### 4.4.2 Equity & Affordability Analysis

- Resident participation vs. non-resident
- Discount structures and barriers
- Distribution of benefits across income levels and neighborhoods

##### 4.4.3 Partnership SWOT Analysis

Strengths, weaknesses, opportunities, and threats.

##### 4.4.4 Future Partnership Options

Including but not limited to:

- Enhanced collaborative operations with local schools and/or YMCA
- City-led programming with YMCA as a service provider
- Hybrid models
- Facility-sharing
- In-house programming alternatives

#### 4.5 Community Center Feasibility (Concept Level)

This is **not** a feasibility study. It is a **planning-level assessment** that includes:

##### 4.5.1 Community Interest

Survey and engagement findings on community demand.

##### 4.5.2 Functional Needs

Identification of desired spaces (gyms, studios, meeting rooms, wellness spaces, multipurpose rooms, etc.).

##### 4.5.3 Preliminary Space Program

A high-level space needs worksheet that can guide future feasibility work.

##### 4.5.4 Site Considerations

Two site-path options will be evaluated:

1. **New construction in Zone 5 of the Hillmoor site**
2. **Reuse or adaptive use of existing taxpayer-owned buildings**

No architecture, no site engineering, and no cost estimating are required at this stage.

## 4.6 Community Engagement

We expect meaningful engagement, not checkbox exercises. The community must see that their input genuinely shaped recommendations.

### Required Engagement Activities:

- **Community-wide survey** covering parks, lakefront, recreation programs, and facility priorities (online and paper options)
- **Pop-up engagement stations** at high-traffic locations: parks during events, Riviera Beach on summer weekends, marina during peak season, Shorepath access points, downtown businesses
- **Boater and slip-holder engagement** through focus groups or targeted outreach ensuring marina users' perspectives are captured
- **Diverse population engagement** specifically reaching youth, families with children, seniors, low-income households, and underserved populations
- **Stakeholder interviews** with businesses, tour boat operators, YMCA leadership, hospitality sector representatives, Department of Public Works, and major institutional users
- **Joint Park Board and PHL workshops** (minimum 3) to review findings and build consensus on recommendations
- **Documentation of influence:** Clear reporting showing how community input directly shaped plan recommendations, not just "we heard you" but "here's what we changed because of what you told us"

### Engagement Performance Targets:

- Minimum 500 survey responses representing both year-round residents and seasonal users
- Documented representation from diverse demographics: families, seniors 65+, boaters, non-boat-owning residents, downtown business community
- Clear documentation in final plan showing how community input directly influenced specific recommendations (including community center interest assessment)

## 4.7 Implementation Plan

The consultant shall prepare a comprehensive Implementation Plan for the entire Parks Department, encompassing parks, recreation facilities, and lakefront operations. The Implementation Plan shall establish the **decision-making framework** that guides how projects are prioritized, phased, and aligned with the City's annual bonding cycle and operational capacity.

The Implementation Plan shall:

- Establish clear prioritization logic based on community impact, feasibility, cost, and operational capacity
- Define phasing strategies across short-, mid-, and long-term horizons
- Articulate how capital investments relate to staffing, maintenance, and long-term stewardship
- Identify funding and grant considerations at a strategic level
- Highlight unique operational characteristics of lakefront assets only where they materially affect prioritization

Recommendations should also favor solutions that balance upfront costs with long-term maintenance, replacement considerations, and accessibility improvements necessary to meet ADA standards, as part of a holistic evaluation of operational, capital, and access priorities. Where tradeoffs exist, consultants should clearly present the implications of alternative approaches rather than defaulting to lowest initial cost.

## 4.8 Required Deliverable Standards

- **Cost Estimates:** Based on 2025/2026 construction costs with documented assumptions and escalation factors

- **Recommendation Format:** All recommendations must include responsible party, timeframe, estimated cost range, and prerequisite actions
- **Grant Strategies:** Must identify specific programs, eligibility criteria, match requirements, and realistic award timelines based on recent award patterns
- **Digital Deliverables:** All maps, inventories, and assessments delivered in editable GIS format compatible with ESRI ArcGIS
- **Marina/Pier Assessments:** Must include structural condition ratings using ASCE, PIANC, or equivalent recognized standard
- **Planning-Level Financial & Cost Information:** Cost ranges, assumptions, and prioritization data shall be clearly documented and provided in editable format where applicable. This information is intended to support capital planning and grant applications and does not constitute a detailed financial forecast or audit.
- **Final Plan:** DNR-compliant format, professional layout suitable for public distribution, provided in digital PDF

### **Modular Organization Requirement:**

The final CORP shall be organized to support both comprehensive planning and modular use. Major components must function as standalone documents while maintaining clear cross-references within the full plan. The document should be organized in the following order:

1. **Parks System Plan**  
Including all City parks, recreation facilities, and lakefront assets. This section shall assess existing conditions, operations, accessibility, and system-wide needs. Specialized lakefront and marina operations shall be addressed as a distinct subsection within the Parks System Plan.
2. **Trail & Connectivity Plan**  
Addressing multi-use trails, sidewalks, Shorepath connections, and non-motorized circulation, structured to support trail-specific grant applications.
3. **Community Recreation & Programming Assessment**  
Including recreation programming, partnerships (e.g., YMCA), resident equity considerations, and community center needs.
4. **Capital Improvement Plan (5-, 10-, and 20-Year Horizons)**  
A consolidated capital plan that integrates priorities from all system components, aligned with the City's bonding cycle and funding capacity.
5. **ADA Transition Plan**  
Organized as a standalone compliance document derived from system assessments and integrated into capital prioritization

Each major section shall include an executive summary and be extractable as a standalone PDF while maintaining consistency with the comprehensive plan.

### **4.9 Explicitly Out of Scope**

To maintain project focus and budget, the following are explicitly excluded:

- Detailed architectural/engineering design (conceptual level only)
- Economic impact studies of tourism/lakefront
- Individual facility master plans (those come later)
- Boat launch permitting or formal environmental review documents (NEPA, state environmental review)
- Full-scale community center feasibility study (this CORP assesses interest only; detailed feasibility would be separate Phase II if warranted)
- Detailed trail engineering or construction documents

#### 4.10 Optional Add-On Scope Items

The City invites consultants to provide separate pricing for the following optional deliverables. These are highly desired implementation tools that would reduce future consultant dependency and accelerate project delivery but are not required for DNR compliance.

##### *Optional Add-On A: Design Standards Toolkit*

**Purpose:** Provide template-based design standards that empower staff to make consistent decisions without requiring consultant engagement for every project. These standards reduce future design costs, eliminate repetitive community debates about amenity selection, and create professional system-wide consistency.

##### **Deliverable Components:**

- **Park Typology Standards:** Typical amenity packages and development costs for neighborhood parks, community parks, natural areas, and lakefront parks
- **Site Amenity Standards:** Specifications for furnishings (benches, tables, trash receptacles, bike racks), lighting, and landscaping with approved product lines and unit costs
- **Playground Standards:** Surface types, equipment guidelines, safety surfacing, ADA compliance requirements, and typical costs by age group
- **Trail Standards:** Surface specifications (asphalt, crushed limestone, boardwalk), width requirements, trailhead amenities, and wayfinding integration
- **Lakefront-Specific Standards:** Marine-grade materials, shoreline access design, beach amenities, and pier furnishings
- **Universal Design Requirements:** ADA compliance guidelines integrated throughout all standards
- **Sustainability Standards:** Green infrastructure requirements, native planting palettes, stormwater management, energy-efficient and dark-sky certified lighting, climate resilience considerations,
- **Cost per Unit:** Budgeting estimates for each standard element to enable internal project cost estimating

**Format:** Digital toolkit with template specifications, product examples with approved vendors, and visual reference materials. Must be editable by City staff for future updates.

**Implementation Value:** Eliminates need for design consultant on routine park improvements; enables faster project delivery; creates bulk purchasing opportunities; provides consistent quality across system.

##### *Optional Add-On B: Wayfinding & Signage System*

**Purpose:** Develop comprehensive signage system for 20+ parks and entire lakefront that creates professional visitor experience, ensures ADA compliance, and provides procurement specifications for phased implementation.

##### **Deliverable Components:**

- **Signage Family Design:** System-wide signage hierarchy including:
  - Primary park identity signs
  - Wayfinding/directional signs for trails and lakefront system
  - Interpretive signs for natural areas and historical features
  - Regulatory signs (rules, hours, permits)
  - Accessibility information signs
  - Emergency contact/location signs
- **Graphic Standards:** Typography, color palette, City logo usage, materials specifications

- **Technical Specifications:** Installation details, foundation requirements, materials (marine-grade for lakefront, standard for parks)
- **Unit Costs:** Per-sign budgeting for each sign type to enable phased procurement
- **Phased Implementation Plan:** Priority locations and recommended rollout strategy over 3-5 years
- **Special Integration:** Coordination with Shorepath system, marina operations, and beach access points

**Format:** Design manual with procurement-ready specifications, fabricator RFQ template, and installation guidelines. Includes digital files for future sign orders.

**Implementation Value:** Professional, consistent visitor experience; supports pedestrian connectivity through improved navigation; eliminates ad-hoc sign procurement; enables grant applications for accessibility signage; provides immediate procurement path for high-priority locations.

The City may award base scope only, base scope plus one add-on, or all components depending on budget availability and consultant pricing. Add-ons may be phased for delivery after core CORP completion if necessary to manage project timeline.

## 5. PROJECT SCHEDULE

**Anticipated Project Duration:** 12-14 months from contract execution to final plan adoption

### Key Milestones & Constraints:

- RFP Release: January 29, 2026
- Proposals Due: March 5, 2026
- Selection Committee Review: March 11, 2026
- Firm Interviews: March 17, 2026
- Contract Award: March 23, 2026
- Contract Execution / Project Kickoff: April 21, 2026
- Peak Season Engagement: May-August 2026 (required)
- Capital Recommendations: October 2026
- Draft Plan Delivery: December 2026
- Public Open Houses: January 2026 (specific dates to be assigned at kickoff meeting)
- Final Plan Adoption: February 2027 (last week)
- DNR Grant Submissions: March 2027

### Proposers should provide detailed project schedule with:

- Major task durations
- Key decision points and City review periods
- Community engagement timing strategy
- Identification of critical path items

## 6. PROJECT BUDGET

**Budget Allocation:** The City has allocated **\$60,000 - \$85,000** for this project.

- **Base CORP Scope:** \$60,000 - \$70,000 (covers Sections 4.1-4.8)
- **Optional Add-Ons:** Consultants should provide separate pricing for optional add-ons if proposing them:
  - Optional Add-On A (Design Standards Toolkit)
  - Optional Add-On B (Wayfinding & Signage System)
- **Total Project Ceiling:** Base scope plus both add-ons should not exceed **\$85,000 total**.

## 7. PROPOSAL REQUIREMENTS

Proposals must include the following sections:

### 7.1 Cover Letter & Executive Summary

- Firm/team overview with name and contact of project point person
- Understanding of project goals and unique Lake Geneva context
- Summary of approach

### 7.2 Firm and Team Qualifications

#### Required Information:

- Firm profile(s) and years in business
- Project team structure clearly identifying:
  - Project Manager
  - Parks planning specialist(s)
  - Waterfront/marina specialist(s)
  - Community engagement lead
  - Financial/operational analysis lead
  - GIS/mapping specialist
  - Any subconsultants and their roles
- Resumes for all key personnel
- Organizational chart showing team relationships

### 7.3 Comparable Project Experience

#### Minimum Required Experience:

- At least 3 municipal park system plans/CORPs completed within past 7 years
- At least 3 waterfront/marina/lakefront plans completed within past 7 years
- At least 1 project evaluating municipal recreation partnerships (YMCA or similar)

#### For Each Comparable Project (minimum 6 total), Provide:

1. **Project Description:**
  - Client name and contact information
  - Project scope and deliverables
  - Date completed
  - Comparison to Lake Geneva scope
2. **Performance Data** (critical requirement):
  - **Original budget vs. actual cost** (explain variances >10%)
  - **Original timeline vs. actual delivery** (explain delays >30 days)
  - **Implementation rate:** What percentage of recommendations were actually implemented within 5 years of plan adoption?
  - **Client reference contact** who can verify these metrics

*Rationale: The City seeks consultants with realistic estimating track records and actionable recommendations. This performance data is essential to evaluation.*

## 7.4 Understanding of Lake Geneva Context

### Demonstrate specific knowledge of:

- Geneva Lake community dynamics and small town character
- Seasonal population challenges and tourism/resident balance
- Wisconsin DNR grant programs (Stewardship, LWCF)
- Municipal marina operations in tourism-dependent communities

## 7.5 Project Approach and Methodology

For each major scope area, describe how your approach will be applied to Lake Geneva's context and result in implementable outcomes.

- How your approach will be applied to Lake Geneva's parks, lakefront, and recreation systems
- Key tools or analyses that directly support decision-making and implementation
- Key assumptions and steps taken to ensure accuracy, consistency, and usability

### Special Focus Areas:

- **Community engagement strategy:** Specific tactics for reaching diverse populations including year-round residents, seasonal property owners, tourists, boaters, families, seniors, and low-income households. How will you design engagement to achieve broad participation (targeting 500+ survey responses) and meaningful representation across demographics?
- **YMCA partnership evaluation framework:** How will you objectively assess the partnership without bias toward either maintaining current model or recommending change? What metrics and stakeholder input will inform your analysis?
- **Community center demand assessment method:** How will you distinguish genuine community interest from casual survey responses? What questions and analysis will determine whether detailed feasibility study is warranted?
- **Lifecycle cost and material quality analysis approach:** Methodology for developing O&M estimates and presenting material quality tradeoffs that inform Council decision-making on upfront investment vs. long-term value.

### For Optional Add-Ons (if proposing):

- Describe approach to developing design standards toolkit
- Describe approach to wayfinding/signage system development
- Explain how add-ons will be integrated with core CORP work

## 7.6 Project Schedule

- Detailed Gantt chart or timeline
- Task sequencing and dependencies
- City review and decision points
- Strategy for seasonal engagement timing
- Identification of critical path
- Contingency plans if schedule risks materialize
- Confirmation of ability to meet required milestone dates (especially September 22 and December 10, 2026)

## 7.7 Detailed Fee Proposal

### Base CORP Scope:

- Total fee for base scope (Sections 4.1-4.8): \$ \_\_\_\_\_
- Breakdown by major task area (aligned with Section 4 scope)
- Hourly rates and anticipated hours by personnel classification and task

- Reimbursable expenses estimate (identify allowable expenses and estimated costs)

**Optional Add-Ons** (if proposing):

- Optional Add-On A (Design Standards Toolkit): \$ \_\_\_\_\_
- Optional Add-On B (Wayfinding & Signage System): \$ \_\_\_\_\_
- Task breakdown and hours for each add-on

**Total Project Cost** (all components): \$ \_\_\_\_\_

**Payment Schedule Proposal:**

- Proposed invoicing milestones tied to deliverables
- Percentage of fee allocated to each payment

**Cost Justification:**

- Explanation of significant cost drivers and justification of proposed fee relative to scope and comparable projects (if outside stated budget range)
- Articulate value proposition for add-ons if included

**7.8 References**

Provide minimum 5 references from comparable projects, including:

- Client name and current contact person
- Contact phone and email
- Project title and year completed
- Brief description of work performed
- Permission to contact (all references will be checked)

**8. EVALUATION CRITERIA & SCORING**

The City will use a 1–10 scoring system for each category.

**Final scores will be calculated as:**

Score × Weight = Weighted Total

The highest-scoring proposals will be invited for joint Park Board and PHL Committee interviews.

**Evaluation Criteria & Weights**

Criterion	Weight	Evaluation Focus
<b>Parks Planning Experience</b>	22%	Quality and relevance of CORP/park system plans; demonstrated implementation success
<b>Lakefront/Marina/Waterfront Experience</b>	22%	Professional marina planning credentials; demonstrated waterfront planning expertise
<b>Cost &amp; Cost Realism</b>	21%	Competitiveness, completeness, and realism of cost proposal; track record of budget accuracy
<b>Public Engagement Quality</b>	15%	Strategy creativity; equity focus; documented success reaching diverse populations

Criterion	Weight	Evaluation Focus
<b>Recreation Programming / YMCA Partnership Expertise</b>	10%	Experience evaluating municipal recreation partnerships; program needs assessment
<b>Team Qualifications (Key Personnel)</b>	10%	Qualifications of specific individuals assigned; team structure and coordination

### Evaluation Approach

Proposals will be evaluated holistically using the criteria and weights above. The City places particular emphasis on demonstrated experience in both parks and lakefront planning, cost realism, and a proven track record of implementable plans. Proposals that demonstrate clear understanding of Lake Geneva’s unique resort, lakefront, and community context will be rated higher than generic approaches. Cost proposals will be evaluated for completeness, realism, and alignment with the proposed scope and staffing. Optional add-on services are not required for competitive scoring but may be considered where they provide clear value.

**Important:** The lowest cost proposal will not automatically receive the highest cost score. Proposals appearing unrealistically low based on scope requirements or showing patterns of cost overruns on past projects will be scored lower. The City seeks best value, not lowest price.

## 9. SELECTION PROCESS

1. **Completeness Review:** Staff review for completeness and responsiveness to RFP requirements
2. **Selection Committee Scoring:** Selection team scores proposals using criteria in Section 8
3. **Reference Checks:** Top-ranked firms' references contacted to verify performance data
4. **Joint Review**
  1. **Consultant Interviews:** Top 2-3 firms invited for joint Park Board + PHL interviews (45 minutes each)
  2. **Committee Recommendation:** Joint Park Board + PHL recommendation to Common Council
5. **Contract Award:** Common Council considers recommendation and awards contract
6. **Contract Negotiation:** Staff negotiates final contract terms with selected firm

### Anticipated Project Timeline:

Phase	Date	Description
<b>Procurement Phase</b>	Jan. 29, 2026	RFP Issued
	Feb. 12, 2026	Question Deadline
	Feb. 19, 2026	Answers Posted
	Mar. 5, 2026	Proposals Due
	Mar. 11, 2026	Selection Committee Review Proposals
	Mar. 17, 2026	Joint Park + PHL Interviews & Recommendation
	Mar. 23, 2026	Council Award
<b>Project Execution</b>	Apr. 21, 2026	Project Kickoff – Joint Meeting
	May-Aug	Engagement & Analysis Phase
	Sep. 22, 2026	Present Initial Findings – Virtual Joint Meeting
	Oct-Nov	Preliminary recommendations, first draft concepts
	Dec	Draft Plan Review – Joint Meeting
	Jan	Revisions & Public Open Houses (2)
	Feb	Final Plan Presentation – Joint Meeting
	Feb (Last Week)	Council Adoption

*Timeline is subject to change; proposers will be notified of any modifications.*

## 10. PROJECT SUCCESS CRITERIA

We will consider this CORP successful if it achieves these outcomes:

1. **Maintains Grant Eligibility** (baseline requirement): Plan meets all Wisconsin DNR requirements for Stewardship program eligibility and LWCF compliance
2. **Drives Implementation**: At least 40% of Year 1-5 priority recommendations are implemented or funded within 3 years of plan adoption
3. **Enables Key Decisions**: Provides clear, data-driven framework for Council decisions on YMCA partnership renewal/modification and whether to pursue community center feasibility study
4. **Secures Funding**: Supports at least one successful major grant award ( $\geq$ \$100,000) within 3 years of adoption
5. **Establishes Organizational Foundation**: Provides Parks Department with clear staffing model, operational frameworks, and capital planning structure that guides actual hiring and budgeting decisions
6. **Demonstrates Community Impact**: Measurable improvement in community satisfaction with parks and lakefront (documented through baseline survey during CORP process and 3-year follow-up)
7. **Creates Financial Sustainability Path**: Lakefront operations have clear revenue optimization strategy with specific, implementable recommendations
8. **Functions as Working Document**: Plan components are actually used by staff for decision-making, grant applications, and project planning—not sitting on shelf gathering dust

These success criteria reflect our expectation that this CORP will drive real action and measurable outcomes, not simply satisfy a regulatory checkbox. We seek a consultant partner committed to creating an actionable, implementable plan that serves as genuine working tool for our new Parks Department and guides Lake Geneva's outdoor recreation investments for the next decade.

## 11. SUBMITTAL INSTRUCTIONS

### 11.1 Submittal Procedures

All proposals must be signed by an authorized representative of the firm or lead firm if submitting as team. Signature indicates:

- Authority to bind the firm to proposal terms
- Acceptance of all RFP conditions
- Certification that all information provided is accurate

The City reserves the right to reject any proposals that are incomplete, contain material omissions, or include alterations to RFP requirements.

**Submission Deadline:** All proposals must be **received** by the City no later than:

**12:00 PM (Noon) Central Standard Time | Thursday, March 5, 2026**

Late proposals will not be accepted. Proposers bear all risk for timely delivery regardless of delivery method chosen.

### Required Submission:

- One (1) electronic PDF copy submitted via email to [David Winger](#)
- Filename format: "CompanyName\_LakeGeneva\_CORP\_2026.pdf"

***The City will print proposal copies as needed. Consultants should not submit printed proposals unless specifically requested.***

## 11.2 Questions and RFP Addendums

**Questions:** All questions about the RFP or RFP process must be submitted in writing via email to:

**David Winger, Parks Director**

**Question Deadline:** 12:00 PM (Noon) CST on Thursday, February 12<sup>th</sup>, 2026.

### **Important Restrictions:**

- No questions will be discussed or answered in person or by telephone
- Questions received after deadline will not be answered and must be submitted by email only

### **Answer Distribution:**

All questions received and the City's responses will be posted on the City's website as public addendum. Answers typically posted within one week of question deadline.

It is each proposer's responsibility to monitor the City's website regularly for:

- Question and answer postings
- RFP addendums or clarifications
- Any schedule changes or updates

**Addenda:** Any changes to the RFP will be posted as addendums on the City's website. Proposers should check regularly for updates.

## 11.3 General Terms and Conditions

- Proposals submitted in response to this RFP are considered offers to the City and become the property of the City. Proposal materials will not be returned.
- The City's evaluation and selection decision will be based on its assessment of each proposer's qualifications, experience, and responsiveness demonstrated in the proposal.
- This RFP does not obligate the City to award a contract or to pay any costs incurred in the preparation or submission of proposals.
- Proposers may withdraw their proposal personally or by written request at any time prior to the submittal deadline.

The City reserves the right to:

- Accept the proposal determined to be in the best interest of the City and its residents
- Reject the lowest-cost proposal
- Reject any or all proposals
- Waive irregularities or informalities in proposals, provided such waiver is in the City's interest
- Request clarifications or additional information from any proposer
- Conduct site visits, interviews, or additional evaluation steps as deemed necessary
- Negotiate final scope, schedule, and fee with the selected firm
- Award the base scope only or selectively include optional add-on services based on budget availability and value
- Cancel, reissue, or modify this RFP prior to contract execution
- Extend deadlines or modify the RFP schedule with notice to proposers

**The City is not obligated to award a contract as a result of this RFP.**

**END OF REQUEST FOR PROPOSALS**

## 12. Appendix

### 12.1 Scoring Matrix

	Parks Planning Experience	Lakefront/Marina/Waterfront Experience	Cost & Cost Realism	Public Engagement Quality & Strategy	Recreation Programming / YMCA Partnership Experience	Team Qualifications (Key Personnel)	Total
<b>Category Weight</b>	<b>22</b>	<b>22</b>	<b>21</b>	<b>15</b>	<b>10</b>	<b>10</b>	<b>100</b>
<b>What We're Evaluating</b>	Quality of past park/CORP projects; proven track record of plans that actually get implemented	Professional marina planning credentials; demonstrated expertise in waterfront operations and infrastructure	Competitive pricing; complete scope coverage; history of staying on budget on past projects	Creative engagement methods; proven ability to reach diverse populations; demonstrated high participation rates	Experience evaluating municipal recreation partnerships; program assessment expertise	Credentials of assigned team members; clear roles and team coordination structure	
<b>Firm &amp; Score</b>							
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Weighted Score</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	<b>Trolley</b>	<b>Van - Purchase</b>	<b>Van - Lease</b>
ADA provisions			
Maneuverability			
Labor costs			
Labor qualifications			
Insurance			
Maintenance			
Storage			
Year Round			
Marketing			
Grant potential			
Sponsorships			
Drop off points			
Cost to riders			















## Agenda Item Memo

City of Lake Geneva

Committee: **Board of Park Commissioners & Hillmoor Commission**

Meeting Date: **Nov 18<sup>th</sup>, 2025 & Jan 8<sup>th</sup>, 2026**

Agenda Item Number: **9 & 8**

**Subject | Title:** Discussion/Recommendation regarding proposed City sidewalk for HWY 50 project along Hillmoor frontage

**Submitted By:** David Winger

### Background / Request

The Park Commission is urging improvements along Hwy. 50 at the south end of Hillmoor property. They're recommending an 8 ft. wide sidewalk (instead of the planned 5 ft.) separated from the highway by a green parkway, improved pedestrian crossings, and new sidewalks on the south side. The consultant noted this is a key gateway into the City and that upcoming highway construction over the next two years offers an opportunity to properly design the area for both safety and aesthetics. The Hillmoor Commission supported these recommendations.

### Fiscal Impact / Budget

- **Estimated Cost:** TBD\_\_
- **Funding Source:** \_\_\_\_\_ (e.g., General Fund, TID, Water Utility, Grants)
- **Budget Status:**  Within Budget  Over Budget  Budget Amendment Required
- **GL Number**

*(If applicable, note grant awards, cost-sharing, or capital plan references.)*

### Ordinance/Policy Implications/Changes:

### Recommendation:

- Widen the sidewalks to a minimum of 8' on the north side of E Main St. along Hillmoor Frontage and 5' minimum connected on the south side of E Main St. connecting from downtown Lake Geneva continuously through to Edwards Blvd.
- Continuing a minimum green parkway matching the distance currently in front of Dunkin Donuts
- Request City Staff to pursue means to include the Town of Lyons segment that has no sidewalk
- Have a plan to install the decorative streetlights we have downtown Lake Geneva with a "dark skies compliant" version along the Hillmoor Frontage on E. Main St. on the north side of the street.
- Should be a cross walk at a minimum at St. Francis on Curtis St. and West St. consider having a traffic light there for future access to Hillmoor and general connectivity.

### Implementation/Next Steps

Name of Committee	Date of Meeting	Outcome
Park Board	11/18/2025	Recommendation to Hillmoor
Hillmoor Commission	1/8/2026	Recommendation to Council
Council	1/26/2026	

Attachments: Yes

Reviewed by	Date:	Comments

Quigley Kennedy  
Dentistry

Medical Center

Hillmoor Park

LibertyX Bitcoin ATM

Lake Geneva Lanes

Geneva Lake Title

Comfort Suites  
Lake Geneva East

50

50

50

N Curtis St

West Dr

Lockwood Blvd

W Barry Dr

E Barry Dr





## MEMORANDUM

TO: City Council, City Administrator, City Clerk

FROM: City Attorney, Daniel S. Draper

DATE: January 23, 2026

RE: Offer to Purchase Re Parcel Number ZA467900001, ZA467900002, ZA468000001 & ZA6846800002 – Open Session

The above offer to purchase and counteroffer is in open session, because in order to go into closed session for negotiating or bargaining purposes, §19.85(1)(e), Wis. Stats., the city council needs to know why they are going into closed session for negotiating purposes.

In this instance, the City Council was presented with an Offer to Purchase at the City Council meeting of January 12, 2026. The city council discussed negotiating strategy. After coming out of closed session, the City Council directed staff to continue negotiating with the buyer on terms discussed in closed session. The terms requested by the city council were put into a counteroffer which was accepted by the buyer **subject to ratification by the City Council**. The offer and counteroffer are being presented in open session. If the terms are acceptable, then the City Council can ratify the offer and counteroffer. If there are additional terms to be negotiated, the City Council can go into closed session as set forth on the agenda. Reasons should be put forward why a closed session is required.

The reason why the Offer to Purchase and Counteroffer are in open session is because of a recent case decided in the Wisconsin Court of Appeals, State of Wisconsin ex rel Oitzinger v. City of Marinette, 415 Wis. 2d 635 (Wis. App. 2025). Very basically, the case stands for the proposition that “the burden is on the governmental body to show that competitive or bargaining interests **require** closed session under...§19.85(1)(e), Wis Stats.” State ex rel. Citizens for Responsible Development v. City of Milton, 300 Wis. 2d 649, 731 N.W.2d 640 at 649 ¶¶9-10. The Oizinger case further stands for the proposition that “...the governmental body must begin its discussion in an open session, place the initial discussion of the subject matter on the record, and clarify why a specific topic with that discussion requires a closed session prior to voting to go into closed session.” Oitzinger, at ¶38. Since the city council had previously set forth terms in closed session to negotiate, and because those terms were presented and accepted by the buyer, further justifications would need to be made as to why further negotiations are required in closed session.

Since there is an offer to purchase and counteroffer that has been accepted, the governmental body must express reasons why further negotiations are required. An agenda item has been set for that purpose.

If you have any questions, please do not hesitate to contact me.

Thomas A. Hartz  
Simple Food Group  
525 North Broad Street  
Lake Geneva, Wisconsin 53147

Monday, January 5, 2026

To The City of Lake Geneva Mayor and Common Council:

Thank you very much for considering our offer to purchase the 4 city lots on Sheridan Springs Road that you have declared surplus.

Attached please find copies of the following:

1. The Simple Food Group Offer Narrative which highlights some of the terms of our offer,
2. The signed offer,
3. A vision of what we prefer that the lots look like on December 31, 2027. We write visions for nearly everything we do to provide a clear direction to everyone in our company, so we all know where we are going and when.

We are looking forward to working with the city to create a project that enriches our community.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Thomas A. Hartz". The signature is written in a cursive, flowing style.

Thomas A. Hartz

## SIMPLE FOOD GROUP OFFER NARATIVE

This narrative intends to provide a simple explanation of 4 of the terms of the offer, including a rationale for the offer price.

### **1. THE OFFER PRICE:**

The Simple Food Group is offering the City of Lake Geneva \$610,000 to purchase the 4 surplus lots on Sheridan Springs Road. We believe that we are making a fair offer and the following is our rationale.

There are many factors that we have considered in our effort to come up with what we believe is a fair offer. As with any property valuation there are pluses and minuses.

#### **Baseline Comparable sales**

Lake Geneva Business Park tries to hold their prices to \$55,000/acre, aiming to get the right businesses into the park. And their lots are 100% buildable. They believe that they could get more, but then they might have businesses that they don't want, or worse, businesses that just want to hold onto the lots because they will appreciate in value. At \$55,000/acre the Sheridan Springs property would be \$627,000.

#### **Property Positives That Add to Its Value:**

- 11.4 acres provides us with the space necessary to be able to meet the requirements of the Mixed-Use Comprehensive Plan designation. We are planning to have at minimum 5 unique, separate businesses and uses on this site which will require space for buildings, landscaping, parking, and conveyance. The uses will include Planned Office, Institutional & Community Services, and Planned Business.
- The connection to Hillmoor and the views that the lots offer to our staff and customers.

#### **Negatives That Detract From Its Value:**

- Due to steep slopes, per City Ordinances approximately only 75% of the 11.4 acres is buildable. That would make the price \$470,250.
- There are additional costs that developing the Sheridan Springs lots have that the Lake Geneva Business Park doesn't. The Business Park Lots are ready to build. They are finished graded. Sheridan Springs lots are not.
- The location on Sheridan Springs Road is considered a "B" location – land that is on a secondary arterial near some established commercial areas. It's behind Geneva Square and about a ¼ mile around the corner from national and regional retailers.

**2. FINANCING:**

We intend to finance the land purchase through First Citizens Bank in Whitewater. The terms meet the current market conditions.

**3. REQUEST FOR PHASE 1 ASSESSMENT:**

There was a building on the site that was torn down. Without knowing what the use was, there is environmental risk. We'd like to know that ahead of time of course.

**4. TRAILHEAD TO HILLMOOR:**

Our offer identifies that we will design, build, and maintain the Trailhead that will be open free to the public. Further the offer identifies that the trailhead will be accessible to all (ADA Compliant). Lastly, the trailhead will exist in an easement that permanently stays with the land, no matter who owns it. All of these factors will be identified in the Planned Unit Development process and Developer's Agreement to be approved by both the Lake Geneva Planning Commission and the Lake Geneva Common Council.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON 12/30/2025 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Simple Food Group LLC, Principal,

4 offers to purchase the Property known as Parcel Numbers ZA467900001, ZA467900002, ZA468000001, ZA468000002

5 \_\_\_\_\_

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach

7 as an addendum per line 682] in the \_\_\_\_\_ city \_\_\_\_\_ of \_\_\_\_\_ Lake Geneva \_\_\_\_\_, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Six Hundred Ten Thousand

10 \_\_\_\_\_ Dollars (\$ 610,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13 \_\_\_\_\_

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: N/A

18 \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**

27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before 01/14/2026.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on July 14, 2026

37 \_\_\_\_\_

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 30,500.00 will be mailed, or commercially, electronically

48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as title company of lenders

50 choosing) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 79 this Offer except: \_\_\_\_\_

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
 96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
 98 and \_\_\_\_\_

99 \_\_\_\_\_  
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within 180 days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Bakery Production, Restaurant, Retail Market, Coffee Shop,  
252 Business, food, and agriculture lab and teaching center, Event Space, Hillmoor Trailhead

253 \_\_\_\_\_ [insert proposed use  
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255  **CHECK**  
266 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_.

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: \_\_\_\_\_.

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE:**

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
279  other internet \_\_\_\_\_.

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other Planned Unit Development for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 180 days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within 170 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 11.4 acres, maximum of 15  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: easements, survey markers at each corner, building on parcel including in

293 easement  
294 \_\_\_\_\_  **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

**INSPECTIONS AND TESTING**

305 Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 Conventional [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within 175 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 427,000.00 for a term of not less than 20 years, amortized over not less than 20 years. Initial

359 monthly payments of principal and interest shall not exceed \$ 2,929.59. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.5 %.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or,
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after

404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or
- 407 (2) \_\_\_\_\_

408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within 170 days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within 5 days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_ (name other contingencies, if any); and

447 \_\_\_\_\_  
448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_

453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~STRIKE ONE~~ ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and \_\_\_\_\_.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  \_\_\_\_\_  
no tax proration, city owned parcel

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### 488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

495 \_\_\_\_\_  
 496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than 45 days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are *This is not a leased property*

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

#### 539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**  
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or  
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
 608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
 610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
 611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
 612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
 613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
 615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
 616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
 619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
 623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
 624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
 625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
 627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
 628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
 636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
 639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
 649 FIRPTA.

650  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
 651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
 652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
 653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
 654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** *Buyer will design, construct, and maintain a trailhead from the purchased property*  
 656 *to Hillmoor. The trailhead will be open free to the public. The plan for the trailhead will be part of the planned*  
 657 *unit development submitted to the City for approval. The trailhead will be identified on the Precise Implementation Plan in an*  
 658 *easement that goes with the land. Per line 258, testing of subsoils. Seller to order and pay for Phase 1 testing within 15 days after*  
 659 *acceptance of offer. If results warrant a Phase 2, seller is responsible for Phase 2 cleanup.*

660  
 661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 663 664-679.

664 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

667 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

668  (2) Fax: fax transmission of the document or written notice to the following number:

669 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

670  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

673  (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

677  (5) Email: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: \_\_\_\_\_ cityadmin@cityoflakegeneva.gov

679 Email Address for Buyer: \_\_\_\_\_ tom@simplefoodgroup.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682  **ADDENDA:** The attached \_\_\_\_\_ Offer Narrative, Vision \_\_\_\_\_ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_ Shannon Blay, Compass WI

**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

696 (x) Thomas A. Hartz Thomas A. Hartz \_\_\_\_\_ 1/5/2016  
697 Buyer's Signature ▲ Print Name Here ► Simple Food Group LLC, Principal Date ▲

698 (x) \_\_\_\_\_  
699 Buyer's Signature ▲ Print Name Here ► Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
703 **COPY OF THIS OFFER.**

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ► Date ▲

706 (x) \_\_\_\_\_  
707 Seller's Signature ▲ Print Name Here ► Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## SIMPLE FOOD GROUP

### Sheridan Springs vision (DRAFT)

December 31, 2027

With the sun rising over the reimagined retention pond, the temperature is crisp. A light dusting of snow covers the native gardens that are both beautiful and educational. At the Sheridan Springs facility, activity started hours before. Delivery trucks rolled in, bringing flour, keeping up with the strong demand for pies, cookies, morning buns and bread. We are selling our bakery and market products through direct retail, winter markets, wholesale, and mail order. The activity never stops.

From the street, the built and natural environments seam together effortlessly. Intentionally, the building materials are natural and locally sourced, just like our ingredients. When we follow the natural laws of business and the natural laws of nature, good things happen. Positive energy produces positive results. The businesses are successful, the staff flourishes.

#### **Bakery Production**

From under the rising sun, a bicyclist appears, one of the staff riding to work on the newly connected bike paths. She circles the pond, wraps around the Café and stops to park her bicycle in the Bicycle Parking Shelter. The car lots are dotted with cars, not full of customers yet. Walking in the front door of the Bakery, the aromas of chocolate, sourdough, and cinnamon wash over us. Inside the vibrational energy is high; equipment humming, laughter, and music all are heard and felt. From the lobby there are windows where we can watch the magic and science of bread and pastry baking. The rooms are spacious, well organized and neat. The bakers are using their equipment to prep their doughs, mixing, measuring, and cutting. Others are taking the prepared dough and shaping and scoring the loaves by hand; batards, boules, baguettes, and other classic and reimagined shapes. In a few hours, those loaves will be baked and hitting the market shelves after cooling.

#### **Coffee**

We are selling coffee. Customers are here drinking coffee and tea, talking with their neighbors who they don't often see during the winter other than standing over a shovel at the end of their driveway. Conversations are animated. There is much to catch up on. A group has gathered around a barista who is leading a tasting under the 'What's New' sign. Our relationships with the coffee growers is as robust as our relationships with our local farmers who supply our café with eggs, meats, and produce and our bakery with flour and beans.

## **Catering**

What we can't see is the catering kitchen where the action has slowed after delivering two large breakfast orders to nearby businesses. The catering staff is cleaning and organizing for the 40 person evening event to be held at the event center. The event will be celebrating some of the successes of the Artisan Grain Collaborative this year. These buildings never rest. It seems that there are lots of things to celebrate.

## **Food Market**

Walking in the front door of the Food Market feels almost like walking in the front door of an old friend's house. There is a familiarity with the place, the aromas, the people. Shelves are filled with hand made products, jars that preserved a farmer's crops that would have previously been tilled under at the end of the growing season, loaves of bread, sweet and savory scones, honeys from different regions of Wisconsin, olive oils made in the Tuscan region of Italy by a family we met at a food show, and so much more. These items used to be called specialty items. We call them essential full-flavored foods. Each shelf is lined with tags that tell the story of the product displayed. Customers love knowing how the product was created and why it is here in Lake Geneva at our Food Market.

## **Café**

The Simple Food Group experience continues here. As in all of the other businesses on this campus, high quality food and service are present and active. The tables are close together, inviting people to talk to one another, to share their stories. Following the pandemic, studies found that eating together helps elevate mental health, resilience, good will. Our Café is built for this. Every staff member, working collaboratively with each other, are ambassadors for good food, strong coffee, honest eggs, carefully smoked bacon, Simple Food Group produced kimchi. They know the stories behind each ingredient, each dish. The setting is down to earth; colors reflect the exterior surroundings. The food is exceptional, culturally traditional, yet accessible.

Customers and staff are Café neighbors, speaking not across a fence but over plates of food. Our commonalities are discussed. Of course we are all human. We want clean air to breathe, water to drink and replenish the earth, healthy children, clean food, a roof over our heads, the physical touch of another. Relationships are built with food at the center. The Simple Food Group Café provides the atmosphere, staff, and physical setting to make this all happen.

## **Business, Food, and Agriculture Lab and Teaching Center**

We offer training for those inside and outside the Simple Food Group in some of the bigger issues facing businesses and life. Using the lessons we have learned in our businesses, we offer examples to others about how the 12 Natural Laws of Business, 3 Steps of Great Service, the Training Compact, the Inside Job, entrepreneurship, Raising the Physical, Emotional, and Vibrational energy, an ecologically sound organizational structure, a systems, training, and

management operations system, traditional cooking and baking methods, and strong culture can impact their business, their lives.

The Simple Food Group Lab, a professional commercial testing and teaching kitchen, a classroom and demonstration studio to share knowledge and use the products of the Southeastern Wisconsin Driftless Region regenerative farmers and grain growers. Through these offerings, Simple Food Group Lab is redefining culinary traditions and working to use foods that support the health of the earth and taste delicious. Favorite class offerings are the "Science of Sourdough" and "Kids Having Fun With Sharp Knives"

The Simple Food Group Lab is more than a culinary venture; it is a catalyst for change. We recognize the profound impact of more growth opportunities for our staff, connecting communities to healthy ways to farm, and food-related jobs that provide thriving wages.

### **Event Center**

The Simple Event Center currently operates 150 days and nights a year bringing cultural events to Lake Geneva. The speakers are varied, based on enriching the culture of Lake Geneva. The speaker list for 2028 is varied and filling up fast. The Artisan Grain Collaborative has scheduled a meeting and featured speaker for February. Barbara Kingsolver is invited to talk about her book, *Animal, Vegetable, Miracle* which is the inspiration for the start of Simple Café back in 2009. The Executive Director of the Liebman Institute for Science Innovation at McHenry County College is scheduled to speak about their exciting advancements. All of these talks are open to the public. And of course, in Walworth County where there are over 2500 weddings a year, couples are requesting to reserve one of the limited dates we leave open for such events.

### **Hillmoor Trailhead**

The view of the Hillmoor Nature Area is breathtaking from nearly every vantage point of the Simple Food Group property. Walking and bicycle paths all connect at the top of a hill where an arbor with a Hillmoor Trailhead sign identifies the Trailhead. From there, the path, which is accessible to everyone, winds its way down the 40-foot grade to connect with one of the newly constructed Hillmoor trails. From there pedestrians and bicyclists alike can access downtown, wander in nature, or just stop for a moment to clear their heads.

# CITY OF LAKE GENEVA AGENDA ITEM REQUEST FORM



**PLEASE ATTACH ANY INFORMATION THAT YOU WOULD LIKE INCLUDED IN THE AGENDA PACKET.**

1. Name of individual(s) requesting agenda item. (Per § 2.42(c) of the municipal code, agenda item request must be submitted by two Aldermen, Mayor or Administrator and must be received by the City Clerk at least two Fridays prior to the scheduled City Council meeting.)

Cindy Yager  
Mary Jo Fesenmaier

2. Item requested to be placed on agenda. (Please list as you would like to see it on the agenda.)

Direct City Administrator to compose and send a letter to our state Representatives regarding City proposals to

3. Committee, Board or Commission which you are asking to review this item.

Common Council

4. Date of meeting(s).

Jan. 26, 2026

Signature: Cynthia Yager Date: Jan. 9, 2026  
 Signature: Mary Jo Fesenmaier Date: Jan. 8, 2026

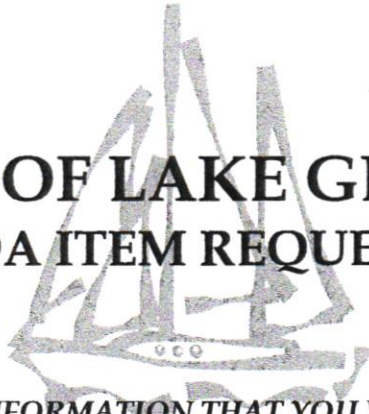
Financial disruptions caused by the State's reconstruction of Hwy. 50 in the City.

**For Office Use Only**

Date Received by Clerk: 01/08/2026 (10)  
 Committee/Council and Meeting Date Scheduled: 01/26/2026  
 Notes: \_\_\_\_\_

Copies Provided to: City Administrator

# CITY OF LAKE GENEVA AGENDA ITEM REQUEST FORM



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Cindy Yager  
Mary Jo Fesenmaier

2. Item requested to be placed on agenda. (Please list as you would like to see it on the agenda.)

Change Ordinances ~~27 & 27a~~ to enable two Aldermen to submit agenda items to any committee, commission, Board, or Council.

3. Committee, Board or Commission which you are asking to review this item.

City Council

4. Date of meeting(s).

Jan. 26, 2026

Signature: Cynthia Yager Date: Jan. 8, 2026

Signature: Mary Jo Fesenmaier Date: Jan. 8, 2026

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Notes: \_\_\_\_\_

Copies Provided to: City Administrator

# City of Lake Geneva

## Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 1/22/26 Aldermanic District: 2 Years in Lake Geneva 20

Last name: Martzke First name: Kenton

Residential street address: 101 Broad Street, Unit 208, Lake Geneva, WI 53147

E-mail address: lakegenevaboatline@gmail.com Phone number: 262-812-7035

Please prioritize your first choice 1-3 of the committees you would like to serve on:

- |   |   |
|---|---|
| <input type="checkbox"/> Avian Committee (2-year term)                  | <input type="checkbox"/> City Plan Commission (3-year term)               |
| <input type="checkbox"/> Cemetery Board (2-year term)                   | <input type="checkbox"/> Police and Fire Commission (5-year term)         |
| <input type="checkbox"/> Geneva Lake Environmental Agency (1-year term) | <input type="checkbox"/> Tourism Commission (1-year term)                 |
| <input type="checkbox"/> Historic Preservation Committee (3-year term)  | <input type="checkbox"/> Tree Board (3-year term)                         |
| <input type="checkbox"/> Hillmoor Commission (3-year term)              | <input type="checkbox"/> Utility Commission (3-year term)                 |
| <input type="checkbox"/> Library Board (3-year term)                    | <input type="checkbox"/> Zoning Board of Appeals 3-year term)             |
| <input type="checkbox"/> Park Board (3-year term)                       | <input type="checkbox"/> Other <u>Business Improvement District (BID)</u> |

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

I am interested in serving on the Business Improvement District because I care about the long-term economic health and vitality of downtown Lake Geneva. I bring a strong connection to the community and firsthand understanding of how downtown decisions impact both local businesses and the visitor experience. I want to give back through collaborative service that helps strengthen our tourism economy and ensures Lake Geneva remains an inviting, welcoming destination.

List any specific qualifications you have to serve on your selections.

I am a lifelong Lake Geneva resident and the operator of a long-standing family business, with direct experience in downtown operations, tourism-driven demand, and customer experience. Through business ownership, I work regularly with budgeting, planning, and operational decision-making, and I understand the importance of making thoughtful investments while maintaining fiscal responsibility. I bring a practical, long-term perspective focused on strengthening downtown in a way that benefits the entire community.

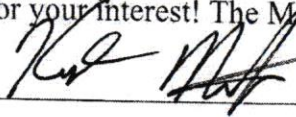
Describe any prior experience with Public Service or Civic Involvement.

I have served in volunteer leadership roles, including service on my school's board and volunteer youth coaching through the YMCA, supporting community recreation and mentorship. I regularly engage with city officials and department heads, contributing thoughtful, operations-focused input in meetings and planning discussions related to downtown vitality, lakefront operations, and the overall scope and direction of the city. My involvement reflects a commitment to responsible stewardship, fiscal discipline, and long-term community benefit for residents, businesses, and visitors.

What are your goals for your chosen boards/committees/commissions, or the City in general?

My goal is to give back and help build on what already makes this a great place to live, work, and visit. I want to help keep residents connected to local businesses, recreation, and tourism. I genuinely enjoy where I live and work, and I'd like to play a role in helping the city continue to grow in a positive way.

Thank you for your interest! The Mayor may request an interview.

Signature  Date 1/22/26

Submit completed forms to the City Clerk's Office:  
626 Geneva St, Lake Geneva WI 53147  
[cityclerk@cityoflakegeneva.gov](mailto:cityclerk@cityoflakegeneva.gov)

\*\*\*\*\*

Office Use:

Date Received: 01/23/2026  
Employee: UR - City Clerk