



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

CITY OF LAKE GENEVA SPECIAL PUBLIC WORKS COMMITTEE
TUESDAY, March 22 2022 4:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (LOWER LEVEL)

Members: Chairperson Cindy Flower, Mary Jo Fesenmaier, Rich Hedlund, Tim Dunn, & John Halverson

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Access Code: 9746153

AGENDA

1. Meeting called to order by Chairperson Flower
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda. Comments will be limited to 5 minutes
4. Approval of the February 28, 2022 Public Works Committee meeting minutes as prepared and distributed
5. Discussion/Recommendation year round parking
6. Discussion/Recommendation WisDOT Hwy 50 project & DPW (Feb)
7. Discussion/Recommendation Roadside plantings. **Ald. Flower**
8. Discussion/Recommendation regarding possible placement of a traffic signal at Center Street and Interchange North **Ald. Flower**
9. Discussion/Recommendation Library Park sidewalk upgrades. **DPW (Feb)**
10. Future Agenda Items
11. Adjourn

This is a meeting of the Public Works Committee. No official Council action will be taken; however, a quorum of the Council may be present.

CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE MINUTES
MONDAY, FEBRUARY 28, 2022 4:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (LOWER LEVEL)

Members: Chairperson Cindy Flower, Mary Jo Fesenmaier, Rich Hedlund, Tim Dunn, and John Halverson

Chairperson Flower called the meeting to order at 4:01 p.m.

Roll Call

Present: Flower, Fesenmaier, Hedlund, and Halverson

Absent: Dunn

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

None

Approval of the January 24, 2022 Public Works Committee meeting minutes as prepared and distributed
Motion by Hedlund to approve, second by Halverson. No discussion. Motion carried 4-0.

Director of Public Works Report

Update regarding Snow Event Reports/Plowing

DPW Director Earle stated that last week's ice storm used a lot of salt. The ongoing issue now will be the thaw and refreeze of any standing water. No action taken.

Update regarding Winterfest

Earle stated that this year's Winterfest went well with no issues. No action taken.

Update regarding Equipment/Truck future purchases

Earle stated that equipment is becoming harder to locate and secure. When it is available the prior approval of the purchase can save the City money; he is looking at maybe moving forward with future purchases sooner than anticipated. No action taken.

Update regarding striping on Edwards Blvd

City Engineer Naomi Rausch, addressed the committee regarding the striping on North Edwards Blvd. She outlined several striping options to help with the merge of traffic. She added that some of the configuration may change with the completion of the Highway 50 project in the future. Flower would like to see those changes made prior to the Highway 50 project as that projected date is slated for 2023/2024. No action taken.

Parking Manager Report

Parking Manager Elder stated that February 2022 will finish about 11% better than February 2021. He added that a lot of the credit is due to Winterfest. He added that over 1,600 people rode the shuttle the weekend of Winterfest. Hedlund suggested that the City should obtain a Tourism Commission grant to help offset the costs of the shuttles offered. No action taken.

Electric Car Charging Stations

Elder stated that he reviewed data from Door County in regards to this. Most of the charging stations are located on private land and are offered as part of a hotel stay, but are mostly free. He added that there is litigation in place regarding a municipalities ability to own charging stations. Fesenmaier would like to see this continue to be on the agenda for future updates. Hedlund thought that maybe the charging stalls could have a higher parking fee rate, versus people being charged exclusively for the electricity. No action taken.

Year Round Parking Program

Elder stated that the expense for staying open year round would result in an extra \$100,000, mainly for employee wages. This would also make some parking employees to be eligible for City benefits, based on the hours worked. He projected income based on the available numbers, looking at the two weeks in November along with February revenues. He estimated the revenue could be anywhere from \$80,000 to \$225,000 net revenue. Flower stated that this should be on the agenda for next month for a recommendation from the committee. She added that she would like to see the Walworth County pass maybe changed to a radius pass for WI residents, versus just county wide. No action taken.

Discussion/Recommendation regarding the 2022 Street Improvement Project- *MSA Engineering*

John Jenkins from MSA stated that he is working on the construction maps. The plans include the sidewalks and ramps, along with the streets. He would like this to move forward so that the bid can be published and hopefully returned by April 4, 2022. He will be working on the special assessment schedule as well, including a date for public hearing. Committee discussion included problematic areas on Highway 50 that need to be addressed. He outlined some of the problematic ramps based on the current grading of those areas. The Committee would like to have the schedule of the project plan available at the next meeting. No action taken.

Discussion/Recommendation regarding reinstatement of the Cemetery Board- *Ald. Flower*

Flower explained that there have been comments made about the Cemetery board dissolution and that those functions should not be on the Public Works Committee to handle.

Motion by Flower to reinstate the Cemetery Board, second by Halverson.

Earle stated that new members of the Cemetery Board will need to be appointed. He also expressed concerns with the current ordinance language and how it outlines the hiring of a sexton. The Cemetery Sexton is currently hired by the Public Works Director, from within the department, not the Council.

A power outage occurred at City Hall, which caused a brief interruption in the meeting.

Fesenmaier stated that the Cemetery Board dissolution was a recommendation of the Finance Committee, but was never voted on by Council; therefore, it wasn't actually dissolved and the ordinance was not removed from the City code. Flower stated that she would like to see some action on this item and that the Mayor should appoint members to the board immediately.

Motion to amend by Flower to recommend the Mayor appoint members to the Cemetery Board, second by Halverson. Fesenmaier stated that she feels the motions are not in order. Motion tied 2-2, with Hedlund and Fesenmaier voting no.

Discussion/Recommendation regarding revisions to the snow removal policy- *Ald. Flower & City Attorney Draper*

Flower stated that the main focus of the discussion would be on page 6 of the policy and that the provisions for the fire hydrants need to be removed. She added that the Attorney has noted that adjacent property owners cannot be held responsible for clearing those paths. Flower recommended that the Public Works Department be responsible for the snow removal on these paths.

Earle stated that the paths are not cleared as soon as the roads and would like to see a timeline as part of the policy for clear guidance. Earle expressed concerns with plowing some of the paths with equipment due to their structural integrity.

Motion by Flower to adopt the policy as outlined on page 6 of the policy, to include the language "as time allows", second by Fesenmaier. Earle inquired about the use of salt to maintain the paths as walking paths, and that the salt usage has not been the past practice. Flower recommended that the paths be salted as the sidewalks and roads are. Hedlund stated that the paths should not be salted as in past practice. Motion carried 3-1, with Hedlund voting no.

Discussion/Recommendation regarding bid award for the signal for Bloomfield Rd and Edwards Blvd- *Kapur Engineering*

Rausch explained that the bid tab is in the packet for review. She recommended awarding the bid to LaLonde Contractors. The project is slated to start in April with an estimated completion in July of 2022. Rausch explained that this is a cost share project between the City and the School District.

Motion by Hedlund to award the bid to LaLonde Contractors not to exceed \$527,728.72, second by Fesenmaier. Earle added that the City is contributing \$150,000 to the project as a whole. Rausch added that Attorney Draper is reviewing the current Memorandum of Understanding for consistency. Motion carried 4-0.

Motion by Flower to suspend the rules and move the agenda item regarding GAP/Island properties up on the agenda, second by Hedlund. Motion carried 4-0.

Discussion/Recommendation regarding GAP/Island properties throughout the City- *Building & Zoning Administrator & City Administrator*

Building Administrator Walling noted that this project has been ongoing and would address the number of GAP properties located within the City. There are a number of City owned properties that are either on GAP properties or multiple tax parcels. He stated that this is before the committee as a way to start moving forward with the project; there is currently a budget line item for \$25,000. He added that it would be beneficial to do a little bit at a time as the parcel survey work may vary. Earle added that these GAP properties do not have official addresses which is problematic for the Fire Department, if there is an emergency. The Committee would like to see a list and a map of the GAP properties within the City. No action taken.

Discussion/Recommendation regarding the purchase of a 2022 Ford 1-ton dump truck with funds from the Cemetery Equipment Replacement Fund- *DPW Director Earle*

Earle stated that this is part of the equipment replacement fund. He added that the quote includes the truck being built out without the plow. The quote for the truck is \$57,484.00 and the quote for the plow is \$6,825.00; total \$64,309. The budget for this item is \$60,000 but there will be additional funds available as the new leaf vac for the Cemetery, listed in the budget will not be purchased.

Dunn joined the meeting at 5:44 p.m.

Motion by Hedlund to approve the purchase of the truck in an amount \$57,484 from Kunes and the plow in an amount not to exceed \$6,825 from Knapheide, with the total amount not to exceed \$64,309, second by Halverson. Motion carried 5-0.

Discussion/Recommendation regarding Disc Golf Bridge replacement (*Public Works Committee recommended Bridge #5 and the Board of Park Commissioners recommended Bridge #3; Council referred this to the Public Works Committee for further discussion on December 13, 2021; Public Works Committee directed staff to explore replacing both bridges on December 28, 2021; FLR Committee referred to the Public Works Committee on February 16, 2022*) – *Ald. Flower & Ald. Fesenmaier*

Earle stated that Ellena engineering has been tasked to design both bridges, but that there has been back and forth on determining which bridge or bridges should be replaced. The Public Works Committee had recommended bridge #5, but that the Park Board had recommended the replacement of bridge #3. Flower stated that the design of both bridges should continue and should be on the next agenda.

Motion by Flower to continue the design for both bridges and bring back for discussion, second by Fesenmaier. Motion carried 5-0.

Discussion/Recommendation regarding WI DOT Highway 50 Project; including specialized signal equipment and turn lanes- *DPW Earle*

Earle stated that there has not been current correspondence with the WI DOT and there has been a hold to allow time to work with the Beautification Committee on this item. The Beautification Committee is slated to meet in May. No action taken.

Discussion/Recommendation regarding possible roadside/right-of-way/park planting for reduced mowing- *Ald. Flower*

Motion by Flower to continue this item to a Special Meeting of the Public Works Committee, with the date to be determined, second by Fesenmaier. Motion carried 5-0.

Discussion/Recommendation regarding possible signal placement at Interchange North and Center Street- *Ald. Flower*

Motion by Flower to continue this item to a Special Meeting of the Public Works Committee, with the date to be determined, second by Fesenmaier. Motion carried 5-0.

Discussion/Recommendation regarding revisions to the brush collection ordinance- **DPW Earle & City Attorney Draper**

Motion by Flower to continue this item to a Special Meeting of the Public Works Committee, with the date to be determined, second by Fesenmaier. Motion carried 5-0.

Discussion/Recommendation regarding Library Park sidewalk upgrades – **DPW Director Earle**

Motion by Flower to continue this item to a Special Meeting of the Public Works Committee, with the date to be determined, second by Fesenmaier. Motion carried 5-0.

Discussion/Recommendation regarding signage and possible signalization at Edwards Blvd and Townline Rd- **PD Chief**

Motion by Flower to continue this item to a Special Meeting of the Public Works Committee, with the date to be determined, second by Fesenmaier. Motion carried 5-0.

Future Agenda Items

Adjourn

Motion by Fesenmaier to adjourn, second by Halverson. Motion carried 5-0. The meeting adjourned at 6:02 p.m.

November 16 - January 31 Paid Parking

9AM-7PM

10 hours a day	7 Days/Week	78 Days	\$2/hour
	PER STALL	1172 STALLS	
100% Occupancy	\$ 1,560.00	\$ 1,828,320.00	
75% Occupancy	\$ 1,170.00	\$ 1,371,240.00	
50% Occupancy	\$ 780.00	\$ 914,160.00	
25% Occupancy	\$ 390.00	\$ 457,080.00	
10% Occupancy	\$ 156.00	\$ 182,832.00	

November 1-November 14 Paid Parking

9AM-7PM

10 hours a day	7 Days/Week	14 Days	\$2/hour
	PER STALL	1172 STALLS	
100% Occupancy	\$ 280.00	\$ 328,160.00	
Actual		\$ 58,568.00	

28% of November 15 January 31 would be \$511,929.60
 17.8% of November 15 January 31 would be \$325,440.96
 15.5% of November 15 January 31 would be \$283,389.60

Additional Expenses

Parking Wages	\$ 28,350.00
Health	\$ 34,000.00
Dental	\$ 815.00
Vision	\$ 160.00
Life Ins	\$ 116.00
Retirement	\$ 5,500.00
Disability	\$ 143.00
Social Security	\$ 5,196.00
Kiosk Supplies	\$ 4,050.00
Workers Comp Ins	\$ 891.00
Enforcement Supplies	\$ 4,000.00

February 1 - November 14th Paid Parking

9AM-7PM

10 hours a day	7 Days/Week	287 Days	\$2/hour
	PER STALL	1172 STALLS	
100% Occupancy	\$ 5,740.00	\$ 6,727,280.00	
75% Occupancy	\$ 4,305.00	\$ 5,045,460.00	
50% Occupancy	\$ 2,870.00	\$ 3,363,640.00	
25% Occupancy	\$ 1,435.00	\$ 1,681,820.00	
10% Occupancy	\$ 574.00	\$ 672,728.00	

February 1-February 28 Paid Parking

9AM-7PM

10 hours a day	7 Days/Week	28 Days	\$2/hour
	PER STALL	1172 STALLS	
100% Occupancy	\$ 560.00	\$ 656,320.00	
Actual		\$ 102,239.00	

If \$1,880,000 is our expected kiosk + app revenue,
 then we average 28% occupancy.

Actual occupancy in November is 17.8%

Actual occupancy in February is 15.5%

Fuel	\$	400.00
Misc	\$	3,200.00
Rev Share	\$	9,700.00
Total add'l Expense	\$	96,521.00

Date: July 9, 2003

To: **Systems Planning:** Donna Brown

Program Admin: Bob Anderson, Mike Bub

Information Services: Jim Harris, Laurie Nelson

Trans Planning: Charles Gilbertson

CC: **Systems Operations:**

Highway Maintenance: Tony Barth, James Weiglien

Program Ops: Deb Duquaine, Dick Pfeiffer, Andy Maxwell, Jeff Volz

Traffic Ops: Jim Craft, Fred Petersen, Brian Weinfurth

Sign Shop: Dennis Newton

TOC

Signal Ops

Technical Support

R/W Plat Services: John Prokop

Utilities: Ron Anderson

Projects

Urban Modal

From: Rick Raupp, Program Administration

Subject: Connecting Highway System Change in Walworth County

This memo is for informational purposes only. You need not take any action at this time. Please find enclosed a copy of an executed Connecting Highway System Change for SIH 50 in the City of Lake Geneva. You can contact me at 548-5943 if there are any questions.

Attachments



CORRESPONDENCE MEMORANDUM **State of Wisconsin**
Division of Transportation Infrastructure Development

Date: June 17, 2003

To: Rick Raupp, District 2 Planning

From: Will Anderson, (608.266.8663)
BHD, Design Services

Subject: Connecting Highway Change # 209
City of Lake Geneva, Walworth County
STH 50 from Curtis Street to Cotton Trail

The Administrator of the Division of Transportation Infrastructure Development approved the attached Connecting Highway Change Agreement with the City of Lake Geneva on June 17, 2003. I am returning two copies of the signed agreement for your distribution and your records. Please advise the local unit of government of this approval by sending them a copy of the approved agreement. I will inform other Central Office Sections of the agreement.

Cc: Dennis Hoagland, BHD, Roadway Development, Rm. 651 (original)
Ken Brockman, BHD, Survey and Mapping, Rm. 5B
John Corbin, BHO, Operational Policy Development, Rm. 501
Doug Dalton, BP, Urban Planning Rm. 901
Al Stanek, BP, Intercity Planning Rm. 901
Barb Jenkin, BSHP, STH Data Management, Rm. 901
Kelly Schieldt, BSHP, STH Data Management, Rm. 901
Rex Hinrichs, BSHP, Program Development Rm. 933
Scott Erdman, Data Management BSHP, Rm. 901
Joe Nestler, BSHP, Chief STH Data Management, Rm. 901
Mary Forlenza, BTLR, Local Transportation Program & Finance, Rm. 951

CONNECTING HIGHWAY CHANGE AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF LAKE GENEVA

This agreement, made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the State, and the City of Lake Geneva, hereinafter called the City, provides for the transfer of maintenance responsibility for STH 50, all within the City.

Whereas, Section 86.32(1), Wisconsin Statutes enables the State to designate certain marked routes of the state highway system over the streets or highways in any municipality for which the municipality will be responsible for maintenance and traffic control, and

Whereas, the character of travel service provided by this route, uniformity of maintenance, the effect on the maintaining agency and the municipality's maintenance capability are considerations predicated this designation, and

Whereas, reimbursement for maintenance of the connecting highway shall be determined using the rates per lane mile provided for under Section 86.32, Wisconsin Statutes, and

Whereas, the parties hereto do mutually agree to the change in connecting highway status described below under the conditions as specified below.

ROUTE DESCRIPTION:

Extend the existing Connecting Highway limits easterly along STH 50 from its present location at the intersection of STH 50 and Curtis Street to the easterly limits of the turning radii of the intersection of STH 50 and Cotton Trail, a distance of approximately 1.03 miles, located in Section 31, Township 2 North, Range 18 East, City of Lake Geneva, Walworth County.

CONDITIONS OF DESIGNATION:

1) The State shall:

- A) Relinquish maintenance responsibility for the segment of highway described above in the Route Description on January 1, ~~2003~~ 2004 *re*
- B) Approve and allow the installation of a traffic signal on Edwards Boulevard approximately 600 feet south of its intersection with STH 50.
- C) Approve any land divisions under Trans 233 with three access points onto Edwards Boulevard (STH 120) *For Wal-Mart development only*
- D) Perform a milling, as necessary, and asphalt resurfacing between Edwards Boulevard and Curtis Street as soon as State funds become available but no later than 2005. Work will also include the installation of permanent marking and signage.
- E) Participate in an expansion of the existing two-lane portion of this segment between Curtis Street and Edwards Boulevard to four lanes in the event the City wishes to proceed. State funding is dependent upon available funds and cost share will be in accordance with current policy. Work shall include street lighting, sidewalks, pavement marking and signage.
- F) Provide the City with four sets of all specifications, diagrams, approved shop drawings and as-built engineering drawings of traffic signals identified in Section 2C.

2) The City shall:

- A) Accept maintenance responsibility for the segment of highway described above in the Route Description on January 1, ~~2003~~ 2004 *re*
- B) Take the actions necessary to ensure that the entire segment of highway to be designated as Connecting Highway shall lie within its corporate limits and furnish copies of such actions to the State prior to January 1, ~~2003~~ 2004 *re*
- C) Execute a separate signal maintenance agreement for the traffic signals located at the intersections of USH 12 eastbound off ramp and STH 50, Edwards Boulevard and STH 50, and Edwards Boulevard and the private drive located 600 feet south of STH 50.
- D) Be responsible for the signal maintenance and operations upon turn on and final inspection of the permanent signals by the State electrical personnel.

APPROVAL

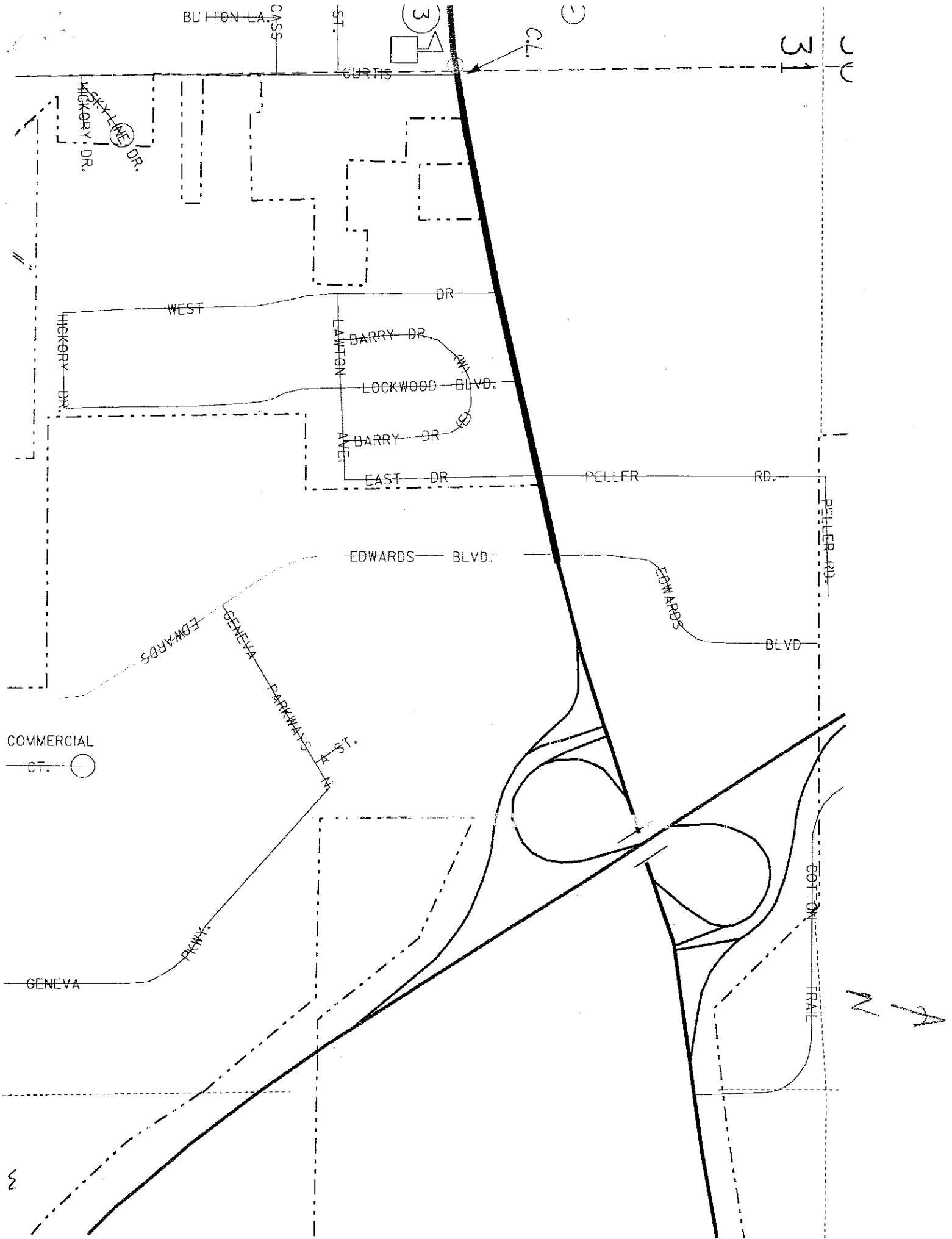
This Agreement is approved and enacted by:

Charles R. Rude, Mayor
Authorized Signature
City of Lake Geneva

10-17-02
Date

Gary C. Whited
Authorized Signature
Wisconsin Department of Transportation

6/17/03
Date



RESOLUTION NO. ~~02~~ 03-11

The Common Council of the City of Lake Geneva does hereby resolve as follows:

WHEREAS, Wisconsin Department of Transportation jurisdictional transfer agreement requires transferring road right-of-way from the Township of Lyons to the City of Lake Geneva;

WHEREAS, the Township of Lyons has tendered a fully executed deed delineating the State 50 right-of-way.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lake Geneva hereby accepts the deed of South 50 Right-of-Way Delineation.

CITY OF LAKE GENEVA

By: Charles C. Rude
Charles Rude, Mayor

ATTEST:

By: Diana Dykstra
Diana Dykstra, Clerk

4-14-03

WisDOT DTSD SER
Planning Unit 4
Ryan Bernard, P.E.
141 NW Barstow St, 2nd Floor
Waukesha, WI 53188

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-6471
Email: Ryan.Bernard@dot.wi.gov



January 11, 2022

Mr. Tom Earle:

The following is an update on the status of project ID 3170-09-00 STH 50, City of Lake Geneva (Forest St to Grand Geneva Way). The following project scoping items are being investigated by the Wisconsin Department of Transportation at this time:

- The Department is working to finalize the proposed project pavement scope (i.e. milling and paving depths) using the pavement core data that were just received from WisDOT's SER Soils Unit.
- The Department is reviewing the City's request for expansion between Curtis Street and Edwards Boulevard. Expected completion of the review is to be determined.
- The Department is reviewing the City's request for sidewalk construction between Curtis Street and Edwards Boulevard (regardless of expansion results/pavement scope).
- Drainage items of concern have been reviewed internally at the Department and externally with City staff. The scope of work to be included has been agreed upon.

The Department is seeking input from the City of Lake Geneva on the following project scoping items:

- The Department required cost estimates for specialized signal equipment (non-standard poles) requested by the City for use in the project cost estimate.
- Initial results of the operational analysis using Tuesday count data at STH 120/Edwards Boulevard indicate that intersection operations would be improved by converting the westernmost southbound left turn lane to an additional southbound through lane. The Department is seeking input about possible conflicts with this modification, particularly concerning operations under weekend traffic.

Outcomes of the above investigations will be discussed further at the project Local Officials Meeting (date to be determined). Based on the outcomes of the above scoping items, the SMA between WisDOT and the City of Lake Geneva may need to be updated before final scope certification.

Please let me know if you have any questions regarding the information provided in this memo.

Sincerely,

Ryan Bernard, PE
Project Manager
WisDOT – SE Region SPO
(262) 548-6471
Ryan.Bernard@dot.wi.gov

Cost ESTIMATE for mowing/up-keep of certain areas in the COLG. 09 March 2022						
LOCATION		AREAS	EQUIP #	HOURS/WEEK	HOURS/MONTH	
Edwards Bl - Townline Rd.		Blvd	9	1.5	6	
			10	1.5	6	
			ST	1.5	6	
Edwards - Bloomfield Rd		Blvd	85	1.5	6	
			ST	1	4	
Longland		Park Area	9	1	4	
			10	1	4	
			ST	1	4	
Beach area			9	1	4	
			ST	1	4	
Berm/Baker Park			10	1	4	
			ST	1	4	
Disc Golf Course		All	38	5	20	
			57	5	20	
			ST	6	24	
			7		5	
		ST = String Trim				
				30+-	125+-	
Average hourly rate of Full Time employees= 38.95						
			38.95 x's 125= 4868.75			
			12.74 x's 125= 1592.50			
25% overhead			4868.75 x's .25 = 1217.19			
			1592.50 x's .25 = 398.13			
Estimated Total=	3743.91 full time					
Monthly						
The total would fall between these two numbers depending on circumstances.						
Estimated 6 month time period.	36,510/yr FT					
	11,940/yr PT					

From: [Tom Earle](#)
To: [City Clerk](#); [City Administrator](#); [Naomi Rauch, PE C.F.M.](#); [Cindy Flower](#); [Vanessa Jahns](#); [Neil Waswo](#); [Josh Gajewski](#)
Subject: Fw: WIS 50 - Expansion Request - 3170-09-70
Date: Wednesday, March 9, 2022 8:48:55 AM
Attachments: [STH50_LakeGeneva_209_2003.pdf](#)

Please include the email below from Mr Bernard regarding the STH 50/Main St project in the packet for the special March PWC agenda. This can be added to the previous material regarding this item.

From: Tom Earle
Sent: Tuesday, February 22, 2022 4:11 AM
To: City Administrator; Mayor; Neil Waswo; Karen Hall; Josh Gajewski; Jo; Cindy Flower
Subject: Fw: WIS 50 - Expansion Request - 3170-09-70

FYI

Tom Earle, Director
City of Lake Geneva Department of Public Works
Streets, Parks, Lakefront, Forestry, Cemeteries, Buildings and Grounds
1065 Carey St. Lake Geneva WI. 53147
(262)248-6644
[Shipping/Receiving hours: Monday, 5am-2pm. Tues-Thurs, 6am-2pm. NO FRIDAYS. Call for Holiday schedules.](#)

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From: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>
Sent: Monday, February 21, 2022 9:03 AM
To: Tom Earle
Cc: Reimbold, Casandra J - DOT (DTSD Consultant); DOT 31700900 STH 50 - Forest to Grand Geneva; Barth, Tony - DOT; Levy, Andrew J - DOT
Subject: WIS 50 - Expansion Request - 3170-09-70

Tom,

This email is the official response regarding the City of Lake Geneva's request to expand the section of Wisconsin 50 between Curtis St and Edwards Blvd (WIS 120).

The initial request was submitted to the Wisconsin Department of Transportation (Department) on June 30th, 2021 by Tom Earle, based on language that exists in the Connecting Highway Agreement between Lake Geneva and the Department (See Attachment). The language there in states that the State shall: "Participate in an expansion of the existing two-lane portion of this segment between Curtis Street and Edwards Boulevard to four lanes in the event the City wishes to proceed. State funding is dependent upon available funds and cost share will be in accordance with current policy. Work shall include street lighting, sidewalks, pavement markings and signage."

Based on this request the Department has reviewed and analyzed this section of WIS 50 to determine the benefits of an expansion. The Department has determined that the requested expansion does not currently meet the benefit threshold to justify the inclusion of this work in the proposed Department scope.

Based on the referenced Connecting Highway Agreement, and the current Department policy, the City of Lake Geneva may still request the inclusion of this work into the currently programmed Department project, with the City agreeing to cover 100% of the increase in construction costs above and beyond the Department's current proposed scope.

Please let me know how the City of Lake Geneva would like to proceed.

Thank you,

Ryan Bernard, P.E.

WisDOT DTSD

SE Region SPO

Final Scoping Team – Project Manager

262-548-6471

ryan.bernard@dot.wi.gov

From: [Tom Earle](#)
To: [City Clerk](#); [City Administrator](#)
Cc: [Cindy Flower](#); [Vanessa Jahns](#); [Neil Waswo](#); [Josh Gajewski](#); [Naomi Rauch, PE C.F.M.](#)
Subject: Fw: WIS 50 - Lake Geneva - Action Items - 3170-09-00/70
Date: Wednesday, March 9, 2022 8:45:37 AM

Please add the following email to the special March 2022 PWC packet along with the packet material from Jan. (#13) and Feb. 2022 (#13) PWC packets regarding Disc/rec -WI DOT Hwy 50 project. Again, I have been told the Beatification Committee is on recess until at least April. (pole selection)

There will be an additional email forthcoming regarding the denial of the expansion of Main St between Curtis and Peller Rd. for the same item.

Tom Earle, Director
City of Lake Geneva Department of Public Works
Streets, Parks, Lakefront, Forestry, Cemeteries, Buildings and Grounds
1065 Carey St. Lake Geneva WI. 53147
(262)248-6644

Shipping/Receiving hours: Monday, 5am-2pm. Tues-Thurs, 6am-2pm. NO FRIDAYS. Call for Holiday schedules.

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From: Bernard, Ryan A - DOT <Ryan.Bernard@dot.wi.gov>
Sent: Wednesday, March 9, 2022 8:00 AM
To: Tom Earle
Cc: Reimbold, Casandra J - DOT (DTSD Consultant); DOT 31700900 STH 50 - Forest to Grand Geneva
Subject: WIS 50 - Lake Geneva - Action Items - 3170-09-00/70

Tom,

I am reaching out to you regarding the WIS 50 project in the City of Lake Geneva. Based on our conversations we have the following outstanding items that need to be discussed prior to finalizing the scope:

1. The Department followed up with Lake Geneva regarding the request for expansion of WIS 50 between Curtis and STH 120/Edwards on February 21, 2022. We have yet to receive a response regarding Lake Geneva's preference on how to proceed.
2. The Department has completed their due diligence for the sidewalk addition between Curtis and Edwards and have determined the following:

- a. The Department has justified a 60/40 (State/Municipal) cost share for sidewalk along the north side of WIS 50. Rough estimate of cost share: \$80,000.
 - b. The Department determined that the sidewalk on the south side would be significantly more expensive due to the requirements of cut and retaining walls near West & Lockwood. As such the preferred location is on the north side of WIS 50.
 - c. This cost estimate and justification is for sidewalk without the expansion of WIS 50.
 - d. If Lake Geneva decides to not pursue the expansion as part of this project we will need to follow up regarding how they wish to proceed with this sidewalk.
3. The Department determined and notified Lake Geneva on January 11th, 2022 regarding the conversion of 1 left turn lane to a through lane on the north leg of the Edwards and WIS 50 intersection. It is at Lake Geneva's discretion as to the conversion of this left turn lane. This would be a striping only change.
4. Lake Geneva indicated post Operational Planning Meeting that they wished to install non-standard signal poles within the downtown area. The Department is willing to install them as part of construction but is still waiting on proposed cost estimates in order to update the State Municipal Financial Agreement with the increased costs from standard signal poles.

As this email encompasses a large number of intertwined subjects if you have need of a follow up meeting please let us know and we can set that up.

If you have any questions or concerns please let me know. Our goal is to finalize these actions items by the end of March 2022 to keep this project on schedule.

Thank you,

Ryan Bernard, P.E.

WisDOT DTSD

SE Region SPO

Final Scoping Team – Project Manager

262-548-6471

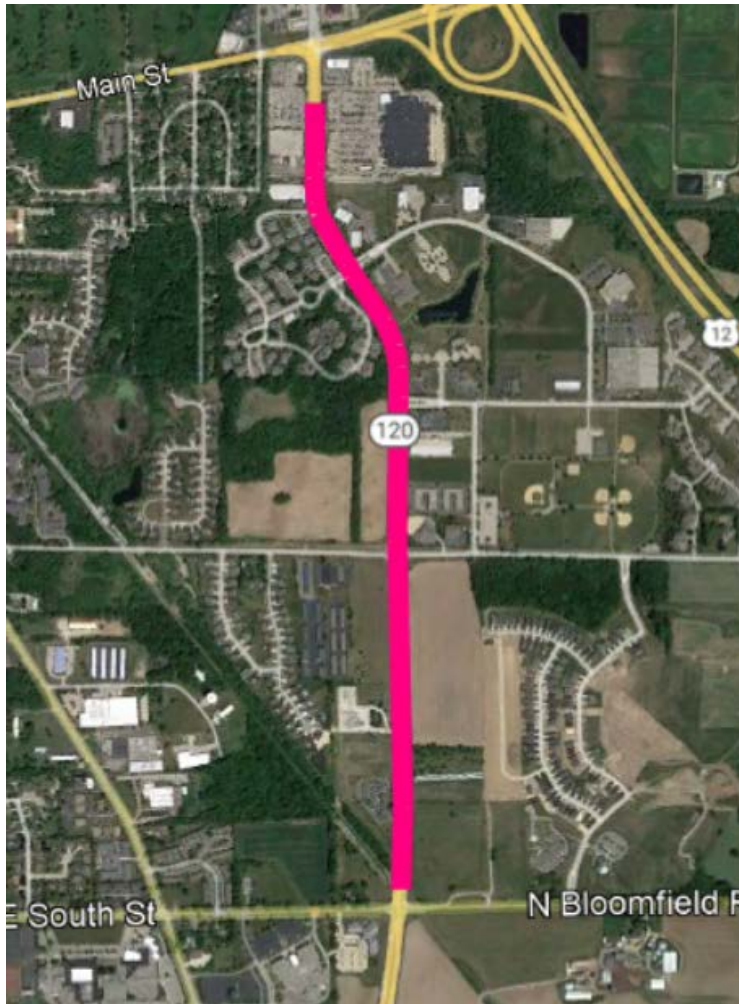
ryan.bernard@dot.wi.gov

From: [Cindy Flower](#)
To: [Tom Earle](#); [City Clerk](#)
Cc: [City Administrator](#); [Mary Jo Fesenmaier](#); [Mayor](#)
Subject: Re: Mowing - cost savings
Date: Monday, January 17, 2022 6:12:58 PM
Attachments: [pastedImage.png](#)
[pastedImage.png](#)
[pastedImage.png](#)
[pastedImage.png](#)

Tom - Couple Areas to consider for the mowing cost savings for the Jan PWC Meeting are listed below. If PWC agrees to pursue perhaps we could discuss cost savings in Feb?

Lana - please include this in the packet for Jan PWC - thanks

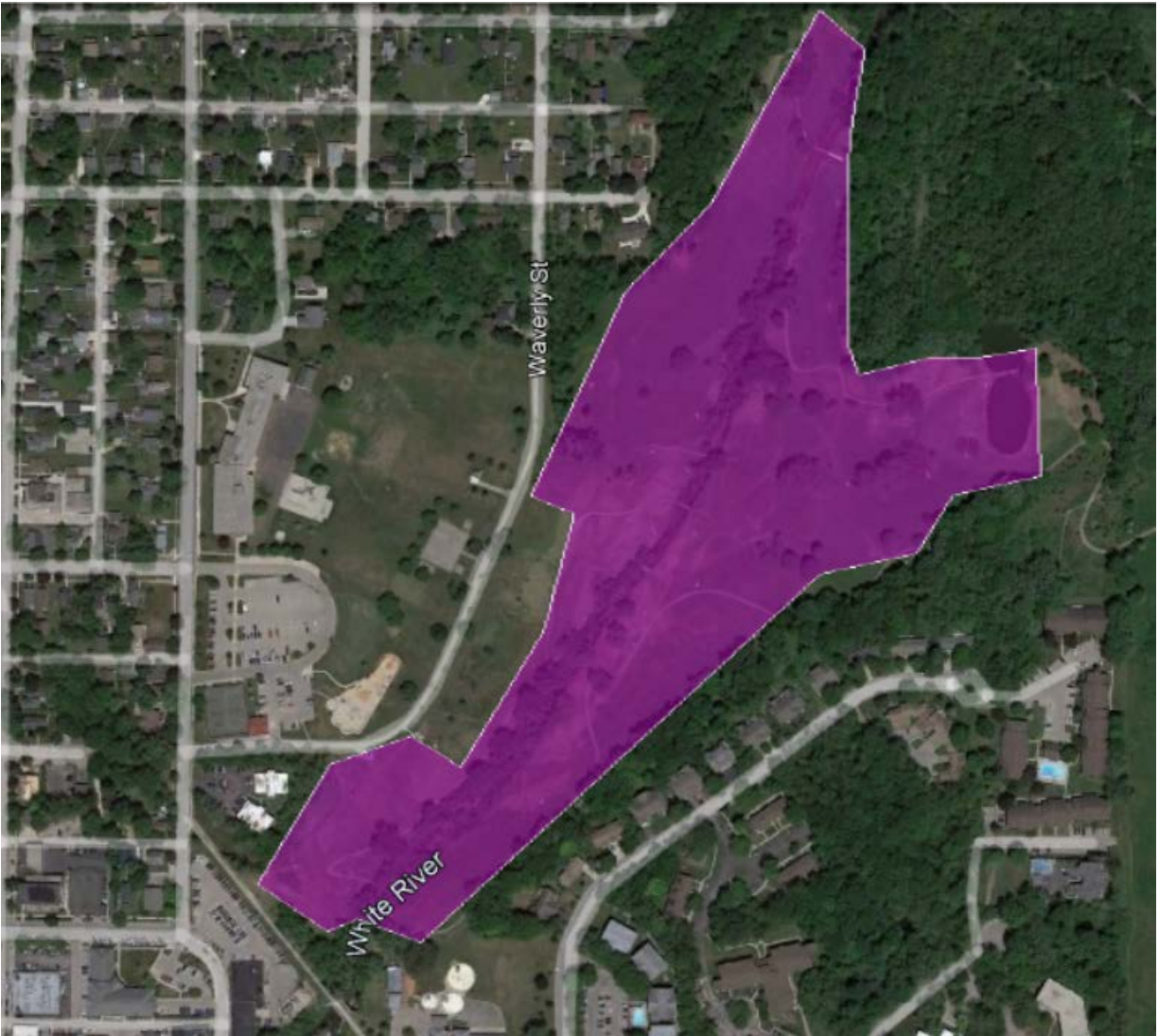
Edwards Blvd (Main to Bloomfield)



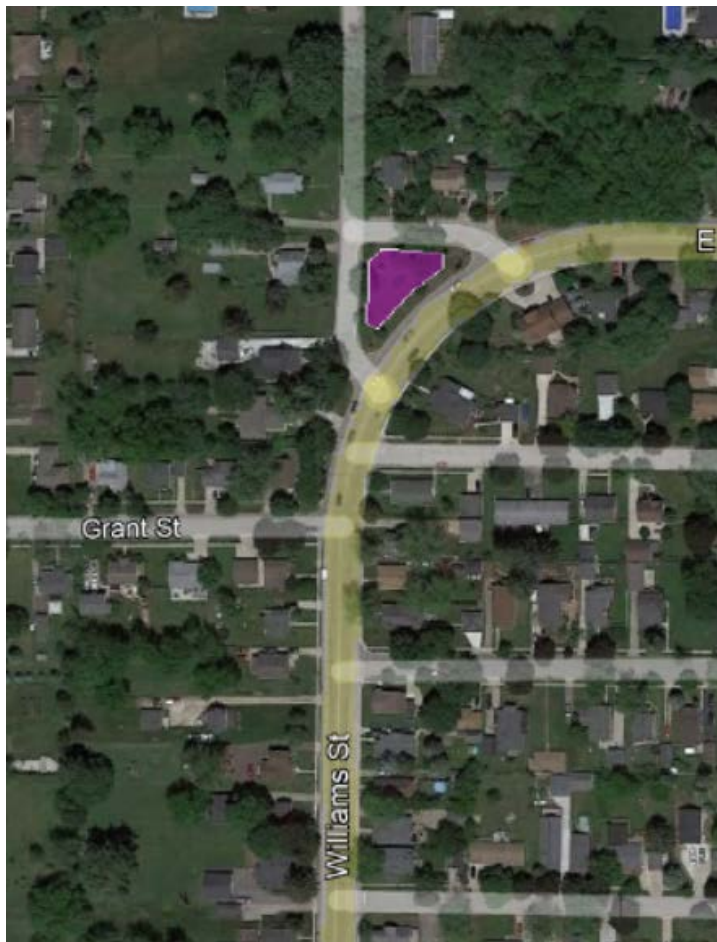
Possibly along the lakefront from the beach to Baker St in the steep areas



The Disc Golf Course



Triangular Park between Williams St and Center St



Others?

Cindy

From: Tom Earle

Sent: Sunday, January 2, 2022 6:23 AM

To: Cindy Flower

Cc: City Administrator; Mary Jo Fesenmaier; Carol Zimmermann; Jill Rodriguez; Karen Gallo; Beverly Leonard; Sarah McConnell; Kelley Happ; Mayor

Subject: Re: Mowing - cost savings

Good morning,

I would need a list of areas Council would like this done before I can get any cost estimate.

Tom Earle, Director

City of Lake Geneva Department of Public Works

Streets, Parks, Lakefront, Forestry, Cemeteries, Buildings and Grounds

1065 Carey St. Lake Geneva WI. 53147

(262)248-6644

Shipping/Receiving hours: Monday, 5am-2pm. Tues-Thurs, 6am-2pm. NO FRIDAYS. Call for Holiday schedules.

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email in error, please notify the sender, delete the email and do not use, disclose or store the information it contains.

From: Cindy Flower

Sent: Tuesday, December 28, 2021 11:51:09 AM

To: Tom Earle

Cc: City Administrator; Mary Jo Fesenmaier; Carol Zimmermann; Jill Rodriguez; Karen Gallo; Beverly Leonard; Sarah McConnell; Kelley Happ; Mayor

Subject: Mowing - cost savings

Tom - could you please report out at the Jan PWC if we have an opportunity for some of these mowing cost saving in Lake Geneva?

Native planting materials would also be supported by our Avian Committee.

This is Rotherham where council have planted 8 miles of wild flower verges. It has saved 25k in mowing costs. These photos posted by British Beekeeping Association!



**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

Document Number

Document Name

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT (Agreement) is made this 28 day of August, 2003, among the CITY OF LAKE GENEVA, Walworth County, Wisconsin (City), LAKE GENEVA UTILITY COMMISSION, Walworth County, Wisconsin (Utility Commission), BANK ONE TRUST COMPANY, N.A., as Successor Trustee of the Olivia M. Miller Revocable Trust dated February 26, 1985, Milwaukee County, Wisconsin (Seller), and FAIRWYN, LTD., a Wisconsin corporation, Walworth County, Wisconsin (Developer).

RECITALS

WHEREAS, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. ch. 62, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Utility Commission is a municipal entity, organized and existing pursuant to law, which commission is authorized to own, operate, and regulate the utilities located within the City, including the water utilities located therein; and

WHEREAS, the Seller is the owner of certain real property, which FairWyn Investment Company, LLC, an Illinois limited liability company (FairWyn Investments), is purchasing under a certain Real Estate Purchase/Sale Agreement, dated March 5, 2002, with Seller, which property includes the real property commonly known as vacant land, one hundred fifty (150) acres, more or less, in the Town of Geneva (Town), Walworth County, Wisconsin, more particularly described in the attached Exhibit 1 incorporated herein, and depicted in the attached Exhibit 2 incorporated herein (Property); and in accordance with the provisions set forth below; and

WHEREAS, the Developer has an option to purchase the Property in portions from time to time from FairWyn Investments, and will be the ultimate owner thereof; and

WHEREAS, the Developer and the City desire that the Property be annexed to the City pursuant to the Petition for Direct Annexation by Unanimous Consent of Electors and Property Owners, attached hereto as Exhibit 3 and incorporated herein by reference (Petition); and

Recording Area

Name and Return Address
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
11 North Wisconsin Street
Post Office Box 260
Elkhorn, Wisconsin 53121

Parcel Identification Number (PIN)

WHEREAS, the Developer desires to develop the Property as a fully-integrated, phased residential development of approximately thirty (30) duplexes, approximately one hundred sixty-three (163) single-family lots with a minimum size of ten thousand one hundred twenty-five (10,125) square feet, and ten (10) single-family estate lots ranging in size from approximately forty thousand (40,000) square feet to approximately three (3) acres, as depicted on a certain Conceptual Neighborhood Plan for the Property, dated July 24, 2003, a copy of which is attached hereto as Exhibit 4 and incorporated herein, with provisions for a conservation easement and public use benefits for the portion of the Property located within a primary environmental corridor, and using engineering standards for sewer, water, and roads pursuant to this Agreement, named by the Developer as "Stone Ridge" (Development); and

WHEREAS, the Developer and the City desire that the temporary zoning of the Property upon annexation shall be: Two-Family Residential-6 (TR-6) Zoning District; SR-4 Single-Family Residential-4 Zoning District; and CR-5ac Countryside Residential Zoning District, more particularly described in Exhibits C-1 through C-3 to the Petition (collectively, Zoning); and

WHEREAS, the Development conforms to the City's 1997 Comprehensive Master Plan for the Property, projecting Two-Family/Mixed and Single-Family residential uses for the Property; and

WHEREAS, the City is willing to annex the Property pursuant to this Agreement; and

WHEREAS, the Utility Commission agrees to the provisions of this Agreement, and is executing the same pursuant to the terms, conditions, and provisions of this Agreement which relate to and include the utilities for which the Utility Commission has jurisdiction thereof, including, but not limited to, water and sewer system utilities; and

WHEREAS, the City, the Utility Commission, the Seller, and the Developer desire to enter into this Agreement.

NOW, THEREFORE, the City, the Utility Commission, the Seller, and the Developer enter into this Agreement on the date first set forth above, and agree as follows:

SECTION 1 RESTATEMENT OF RECITALS

1.01 The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 ANNEXATION OF PROPERTY

2.01 Within a reasonable time after the entry into this Agreement, the Developer shall cause the Petition to be signed and filed with the City, and the other appropriate governmental authorities.

2.02 The City may adopt, within a reasonable time after the filing of the Petition, an annexation ordinance annexing the Property to the City, substantially in the form attached as Exhibit D to the Petition (Annexation Ordinance).

2.03 Temporary zoning of the Property may be the Zoning described in the Recitals to this Agreement, and as further set forth in Exhibits C-1 through C-3 to the Petition and the Annexation Ordinance.

2.04 If the City does not adopt the Annexation Ordinance within a reasonable time, but not exceeding one hundred twenty (120) days of the filing of the Petition, as provided, then, in that event, the City agrees that the Developer may, at its option, withdraw the Petition, and this Agreement shall be deemed null and void.

2.05 If the City adopts the Annexation Ordinance, the City shall promptly thereafter make all filings and perform all other acts required by Wisconsin Statutes to perfect and complete the annexation of the Property.

2.06 Upon the completion and perfection of the annexation of the Property pursuant to the Annexation Ordinance, the Developer shall cause petitions to be signed and filed with the City to make the permanent zoning of the Property conform with the boundaries and districts of the temporary zoning of the Property, with a conditional use for cluster residential development in the portion of the Property to be zoned CR-5ac, Countryside Residential Zoning District.

SECTION 3 PUBLIC AND PRIVATE IMPROVEMENTS

3.01 **Phasing/Staging.** The portions of the Development designated for single-family and multi-family development shall be developed in phases (Phased Development). It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the Phased Development. As the Development proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, surface water drainage and water mains and related facilities (collectively, Improvements), as may be necessary to serve each individual phase so undertaken. All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below, and then dedicated and conveyed or transferred to the City pursuant to this

Agreement. The sequence, order, and pace of the phasing/staging shall remain in the sole discretion of the Developer; provided, however, that once construction of the Improvements has commenced for a particular phase, the same shall be completed in such phase within one (1) year of such commencement. However, each phase commenced by the Developer, including the initial phase, shall be a "stand alone" phase. A "stand alone" phase means the completed Improvements shall service each initial phase in such a manner that the residential dwellings and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase. The initial phase of the Development shall include only those Improvements for which the construction of the Water Tower Facilities, as defined in subsection 3.04.h., below, is not required to provide adequate water pressure to the Improvements, but for which water and sewer lines from the City must be extended; i.e., the duplexes and any neighboring single-family residences for which the Water Tower Facilities are not required, estimated to total eighty (80) to ninety (90) units. The second phase of the Development shall include the Improvements within the balance of the portion of the Property to be zoned SR-4 Single-Family Residential-4 Zoning District for which the Water Tower Facilities are required. The third phase of the Development shall include the Improvements within the portion of the Property to be zoned CR-5ac Countryside Residential Zoning District.

3.02 The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for the subject phase of the Development. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that this shall be permitted. The City declares that the Developer may employ any such general contractor or subcontractors, in its own discretion and of its own choosing. The contractors, however, must be qualified in the sole reasonable judgment of the City Engineer.

3.03 The Developer will construct and complete, or cause to be constructed and completed, the Improvements for the subject phase of the Development in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of both the City Engineer and the City Council, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the plans and specifications, all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

3.04 The following are the Improvements which will be required by the City for any phase of the Development which is commenced by the Developer:

- a. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- b. **Roads, Streets, Traffic Signal Light.**
 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades by the City Council from plans provided by the Developer, the Developer shall grade the right-of-way of all dedicated streets in accordance with plans and standard specifications reviewed and approved by the City Engineer.
 2. Those roads and streets described in the plans and specifications as "private streets and roads" shall be deemed private; all other said roads and streets depicted in said plans and specifications shall be dedicated to the City as public streets. Private roads and streets shall be maintained and repaired at the sole cost and expense of the Developer or the homeowners' association to be formed.
 3. After the installation of all utility and stormwater drainage Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the approved plans. Said surfacing shall be done in accordance with plans and standard specifications reviewed and approved by the City Engineer. All streets shall have a street width of twenty-eight feet (28') from curb face to curb face and, as a minimum, a three inch (3") blacktop mat (bituminous concrete pavement). Parking shall be allowed on one (1) side only, and appropriate signage designating the same shall be placed in the Development in accordance with the laws, regulations, and zoning ordinance (Code) of the City.
 4. No occupancy permit for each individual phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of

asphalt (Binder Course); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. *See* Section 8.01 hereof.

5. Traffic Signal/Light, Controlled Intersection. If in the future the Wisconsin Department of Transportation or the County of Walworth, Wisconsin, as the case may be, determine and by warrant order a traffic signal/light at said intersection, then the Developer shall be responsible for one-half (1/2) of the cost of the installation of said traffic signal/light, as determined by the traffic analysis of HNTB, dated October 30, 2002, for the Miller Property Development-Lake Geneva, the results of which the City hereby acknowledges, and a copy of a summary of which, dated February 4, 2003, is attached hereto as Exhibit 5 and incorporated herein.
6. Access to Development. Vehicular and pedestrian access to the Development shall be by Center Street and Williams Street to future Highway H, as depicted in the plans and specifications reviewed and approved by the City Engineer. Additional alternative or access routes are available in the future, as shown in the plans and specifications reviewed and approved by the City Engineer.
- c. Curb and Gutter. The City acknowledges and agrees that the Development is urban in its nature and, therefore, the requirement of curb and gutter installation is necessary.
- d. Sidewalks. The Developer shall install sidewalks in accordance with the plans and specifications reviewed and approved by the City Engineer. The sidewalks shall be located on one (1) side of the street only, which such side shall be determined by the City Engineer. The City, however, agrees that the Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor.

- e. **Public Sanitary Sewerage Systems.** The Developer shall construct sanitary sewers in such a manner as to make adequate sanitary sewerage service available to each lot within the subject phase of the Development. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with plans and standard specifications prepared as called for in this Agreement and the engineering plans approved by the City Engineer. Any oversizing costs for installation of facilities greater than that required to service the Development shall be borne by the City to the extent that the same is an incremental cost, which such cost shall also include the cost of such oversized facilities. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the sewer Improvements for each phase until all the sanitary sewers for each phase have been installed in accordance with plans and specifications reviewed and approved by the City.
- f. **Stormwater Drainage Facility.** The Developer shall construct stormwater drainage facilities, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and lift stations as may be required for the subject phase of the Development. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of facility required, the design criteria, and the sizes and grades are to be approved by the City Engineer. The storm drainage facilities shall be designed to present no hazard to life or property. The size, type, and installation of all stormwater drains and sewers proposed to be constructed shall be in accordance with plans and standard specifications approved by the City Engineer. The Developer agrees that the City will not accept the stormwater drainage facility until the stormwater drainage facility has been installed in accordance with plans and specifications reviewed and approved by the City.
- g. **Public Water Supply Facility.** The Developer shall construct water mains in such a manner as to make adequate water service available to each lot within the subject phase of the Development. The size, type, and installation of all public

water mains proposed to be constructed shall be in accordance with plans and standard specifications approved by the City Engineer. One (1) one inch (1") copper water service shall be installed for each lot to the street line. The Development, however, shall require the construction of a water tower on a portion of the Property to assist in providing the public water supply service. See subsection 3.04.h., following. Any oversizing costs for installation of facilities greater than that required to service the Development shall be borne by the City to the extent that the same is an incremental cost, which such cost shall also include the cost of the construction and installation of such oversized facilities. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of the construction and installation of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public water supply facility until the public water supply facility for each phase has been installed in accordance with plans and specifications reviewed and approved by the City.

- h. **Water Tower and Related Facilities.** A water tower and booster station will be required to serve the Development (except the initial phase thereof), as well as other lands adjacent to the Development. The Utility Commission shall construct and install a water tower and booster station, and related facilities (collectively, Water Tower Facilities), in such size, type, and manner as provided for in the plans and specifications reviewed and approved by the City Engineer. It is estimated that the size of the Water Tower Facilities will require two hundred thousand (200,000) gallons of storage, at an estimated construction cost, including engineering and other soft costs, of Seven Hundred Sixty Thousand Dollars (\$760,000.00) (Estimated Cost). Five Hundred Thousand Dollars (\$500,000.00) of the Estimated Cost shall be financed by the Developer, pursuant to a certain Reimbursement Agreement of even date among the City, the Utility Commission, and the Developer (Reimbursement Agreement). The City shall be responsible for the Two Hundred Sixty Thousand Dollars (\$260,000.00) balance of the Estimated Cost, pursuant to the Reimbursement Agreement. To the extent that the storage capacity of the Water Tower Facilities exceeds two hundred thousand (200,000) gallons, the City and the Utility Commission shall bear the additional expense of such excess capacity.

i. **Other Utilities.**

1. The Developer shall cause electrical power, gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in the Development. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.
2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of the Development shall be reviewed and approved by the City Engineer.

j. Street lights and signs for the subject phase of the Development shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and Utilities Director. Following installation and approval, said lights and signs shall be deemed the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.

k. **Landscaping.** The Developer hereby agrees:

1. To preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways drainageways, building foundation sites, private driveways, paths, and trails by use of sound conservation practices.
2. To remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish. The Developer shall not bury any of the above in any portion of the Property.

l. **Conservation Area/Park Area.** The Development has within its boundaries areas designated as primary environmental corridors (collectively, Conservation Area). The Conservation Area shall be conveyed to the City or a qualified trustee, so as to qualify for beneficial tax treatment of a conservation easement, whichever the City and the

Developer may mutually agree. In accordance with the provisions of Code § 66.97, the Conservation Area shall be dedicated as a park and recreation area for use by the general public, and to qualify the land to the public for public park and open space. This park and open space requirement exceeds the requirement of Code § 66.97, of five percent (5%) of the gross land within the Development for dedication of a park and open space requirement, and as such shall be in lieu of any and all park fees as required by Code § 66.97(2). Included in such Conservation Area, the Developer shall construct, at its own expense, a tot lot, the type, location, and size of which shall be approved by the City.

SECTION 4 DEDICATION

4.01 Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Improvements for the subject phase of the Development, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Improvements, and together with all necessary easements for access and maintenance thereto. Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the Utility Commission, unconditionally give, grant, convey, and fully dedicate to the Utility Commission, its successors and assigns, forever, free and clear of all encumbrances, the real property on which the Water Tower Facilities are to be constructed, together with all the necessary easements for access and maintenance thereto. After such dedication, the City and the Utility Commission shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City and the Utility Commission decide, with no consent required of the Developer; provided, however, that such connection or integration shall not in any way affect the construction of the Improvements of any subsequent phase of the Development.

SECTION 5 PLANS AND SPECIFICATIONS

5.01 The engineering plans and specifications for the subject phase of the Development shall be approved by the City Engineer. The City Engineer shall be responsible for the planning and design of the water and sanitary sewer facilities within the Development. The Developer shall be responsible for reimbursement to the City for the cost thereof, which such payment shall be made within thirty (30) days of the Developer's receipt

of an invoice for the payment thereof. Prior to undertaking such services by the City Engineer, the City shall provide the Developer with an estimated cost of such services by the City Engineer for the planning and designing of the water and sanitary sewer facilities.

5.02 The Developer shall keep itself supplied with the latest issues of all plans and specifications for the subject phase of the Development, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his inspectors, representatives, or agents.

5.03 At least two (2) complete copies of the plans and specifications for the subject phase of the Development shall be filed with the City Clerk, together with two (2) sets of plans and specifications, one (1) set each in Mylar and digital format, of the plans to the City Engineer, and all such plans shall remain the property of the City.

5.04 The City Engineer shall promptly furnish the Developer with such additional instructions, by means of drawings, plans, or otherwise, as is required to proceed with the work on the subject phase of the Development. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

5.05 All work shall be executed in conformity with such plans and specifications, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

5.06 If any additional plans or specifications are prepared by the Developer, the cost of same shall be paid for by the Developer. If any additional plans or specifications are prepared by the City Engineer, the Developer shall pay to the City all costs incurred by the City for the preparation of said plans and specifications, which costs shall include engineering, legal, administrative, and all other miscellaneous costs. The Developer shall pay to the City all costs incurred by the City Engineer when he reviews the plans and specifications that are prepared by, or at the direction of, the Developer for the subject phase of the Development.

5.07 The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in Mylar and digital format, for all of the work performed under this Agreement upon the completion of the subject phase of the Development.

SECTION 6 CONSTRUCTION AND INSPECTION

6.01 **Commencement.** No construction, installation, or Improvements shall commence for the subject phase of the Development until the Developer has made

arrangements for inspection and construction staking, and the City Engineer has given written authorization.

6.02 **Inspection.** The Developer, prior to any work within the subject phase of the Development, shall make arrangements with the City Engineer to provide for adequate inspection during construction. The City Engineer, and/or his inspector, shall inspect and approve all work to assure that the approved plans and specifications comply with the Code and any other applicable governmental authority. The City Engineer shall approve all work prior to release of the sureties.

6.03 The City Engineer, his inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

6.04 The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his inspectors, representatives, or agents, for the subject phase of the Development.

6.05 Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City.

6.06 No material of any kind shall be used in the work for the subject phase of the Development until it has been inspected and accepted by the City Engineer, or his inspector. All rejected materials shall be immediately removed from the Property. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

6.07 Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

6.08 The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the work for the subject phase of the Development, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

6.09 The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the work for the subject phase of the Development, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

6.10 The Developer shall pay to the City for all engineering supervision of construction, construction staking, and all inspection costs by the City Engineer, or his inspector, for the subject phase of the Development.

SECTION 7 PROTECTION OF WORK, PROPERTY, AND PERSONS

7.01 The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the subject phase of the Development. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the Property, and other property at the Property, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the subject phase of the Development.

7.02 The Developer shall provide all necessary privy accommodations for the use of its contractors, and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of the Development.

7.03 The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of the Development, all necessary safeguards for safety and protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer's contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

7.04 In emergencies affecting the safety of persons or the work or property at the Property, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

SECTION 8 TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

8.01 It is anticipated that commencement of construction of the water and sewer for the initial phase of the Development will occur no later than May 2004, and of the roadway, no later than May 2005. The term of this Agreement shall expire on the tenth (10th) anniversary date of such commencement of construction; provided, however, that the Developer may seek extension as reasonably necessary to complete the Development.

The City acknowledges and agrees that during the construction of each phase, the Developer will not have to lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed within twenty-four (24) months of the time the Developer commences the construction of the segment of road within the subject phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. As the road construction continues, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement.

No building permit will be issued to any lot within the subject phase of the Development until installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer intends to construct not more than three (3) single-family model homes and one (1) duplex model home within the Development. The City agrees to issue building permits to the Developer for such model homes upon approval of the engineering drawings, acceptance by the City of a letter of credit, and upon the Developer filing appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes prior to compliance with all the terms listed in subsection 3.04.b.4. hereof.

8.02 An irrevocable letter of credit will be filed with the City prior to construction of the subject phase of the Development. The procedure for the filing of the letter of credit shall be as follows: A letter of credit up to the amount equal to one hundred twenty percent (120%) of the public Improvements for the subject phase of the Development shall be issued by a financial institution acceptable to the City. Said letter of credit may be reduced from time to time by the value of Improvements for the subject phase of the Development previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of the Development has been completed and paid for. Should additional Improvements for the subject phase of the Development be added or the cost of the intended Improvements for the subject phase of the Development prove to be larger than originally anticipated, the surety on the letter of credit shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements.

8.03 No act of the City, of the City Engineer, or of any representative of either, in inspecting the work on the subject phase of the Development, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. No waiver of any breach of this Agreement by the City of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

8.04 In the event the Developer fails to complete the work within the specified time for the subject phase of the Development, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the work in an acceptable manner, the City shall give notice in writing to the Developer and his surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the work for the subject phase of the Development, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work for the subject phase of the Development by or on its own account, or may enter into a new agreement with another party for the completion of the subject phase of the Development, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work for the subject phase of the Development under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

SECTION 9 RISK OF LOSS

9.01 The risk of loss or damage of any kind whatsoever to materials stored on the Property which are to be incorporated into any phase of the Development, and the risk of damage or destruction to the Development or any part thereof, at any time prior to the completion and acceptance of the work to be performed under this Agreement, is assumed by the Developer.

SECTION 10 DEVELOPER'S INSURANCE

10.01 The Developer shall not commence, or cause to be commenced, work on the subject phase of the Development under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence work on the subject phase of the Development under this Agreement until all such insurance required of the Developer has been so obtained and approved.

- a. **Compensation Insurance.** The Developer shall take out and maintain during the life of this Agreement, Workmen Compensation Insurance for all of its employees employed at the Property, and in case any work is sublet, the Developer shall require all contractors and subcontractors to similarly provide Workmen Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at the Property for the subject phase of the Development are engaged in hazardous work under this Agreement, but are not protected under the Workmen Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.
- b. **Public Liability and Property Damage Insurance.** The Developer shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00).

10.02 The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above,

including contractor's contingent or protective insurance, if necessary to protect the Developer from damage claims arising from operations under this Agreement.

10.03 **Insurance Covering Special Hazards.** The following special hazards shall be covered by rider or riders to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00)/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from the Property.

10.04 **Proof of Carriage of Insurance.** Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein.

10.05 **Cancellation of Insurance.** Each policy shall provide that it is noncancellable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

10.06 **Endorsements.** The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 11 hereof.

SECTION 11 HOLD HARMLESS AND INDEMNITY AGREEMENT

11.01 The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the work performed or to be performed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

- a. The Developer, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties, or persons performing any work under this Agreement or in connection with any work performed under this Agreement.
- b. The City, or any of its officers, supervisors, officials, agents, servants, employees or personnel, or independent contractors (collectively, Agents) for which the City is responsible for

any liability, except this provision shall not apply to negligent acts or omissions or wrongful conduct by the City or its Agents with respect to the design or inspection of the work performed by the City or any of its Agents, as provided in this Agreement.

- c. The Developer hereby warrants that all Improvements required herein will utilize good quality materials and workmanship. The Developer further agrees to warrant all Improvements for a period of one (1) year from the date of completion against any and all defects in material or workmanship.

11.02 The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

11.03 This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

11.04 The Developer further agrees that prior to commencement of work under this Agreement, it will deposit with the City Administrator certificates of insurance relating to the foregoing, together with a contractual indemnity endorsement relating to this hold harmless agreement.

SECTION 12 MISCELLANEOUS

12.01 There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Developer, other than as set forth herein and in the Reimbursement Agreement, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer, and signed by them.

12.02 The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of the Development, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned

rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to the Property, in accordance with the Developer's plans and specifications reviewed and approved by the City Engineer.

12.03 If allowed by law, the Development shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of the property not so improved or developed shall be assessed as agricultural land. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

12.04 It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay sanitary and water hook-up fees/impact fees, in accordance with the City Code, at such time as each future building connection is made. Hook-up fees/impact fees for building connections within the City shall be in accordance with the schedules used throughout the City.

12.05 In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

12.06 The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

12.07 This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

12.08 This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the letter of credit as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new letter of credit acceptable to the City.

12.09 This Agreement shall be construed under the laws of the State of Wisconsin.

12.10 This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

CITY OF LAKE GENEVA, a Wisconsin municipal corporation



By: Charles C. Rude
Charles Rude, Mayor

Attest: Diana A. Dykstra
Diana A. Dykstra, City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the 25 day of August, 2003.

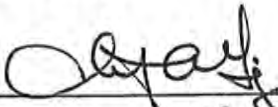
LAKE GENEVA UTILITY COMMISSION

By: Birdell Brellenthin
Birdell Brellenthin
Its: President

Attest: _____

Its: _____

BANK ONE TRUST COMPANY, N.A., as Successor
Trustee of the Olivia M. Miller Revocable Trust dated
February 16, 1985

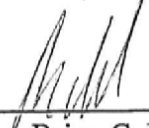
By: 
 CHRISTOPHER A. GEIGER
Its: TRUSTEE

Attest: _____

Its: _____

DEVELOPER:

FAIRWYN, LTD., a Wisconsin corporation

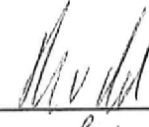
By: 

Brian C. Pollard

Its: President

The undersigned, FAIRWYN INVESTMENT COMPANY, LLC, as the purchaser of the property described in the above Preannexation and Development Agreement (Agreement), signs this Agreement for the sole purpose of indicating its consent to the Agreement, the provisions thereof, and the entry into the Agreement by the parties thereto.

FAIRWYN INVESTMENT COMPANY, LLC, an Illinois limited liability company

By: 

Brian C. Pollard

Its: Manager

Exhibit 1	Legal Description of the Property
Exhibit 2	Scale Map of the Property
Exhibit 3	Petition for Direct Annexation
Exhibit A	Legal Description of the Subject Territory
Exhibit B	Scale Map
Exhibit C-1	Two-Family Residential-6 (TR-6) Zoning District
Exhibit C-2	SR-4 Single-Family Residential-4 Zoning District
Exhibit C-3	CR-5ac Countryside Residential Zoning District
Exhibit D	An Ordinance Providing for Direct Annexation by Unanimous Consent of Electors and Property Owners of Territory Located in the Town of Geneva, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin [to be adopted by the City prior to any action taken by the City]
Exhibit 4	Conceptual Neighborhood Plan
Exhibit 5	Traffic Study Summary

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 762.23 FEET TO THE NORTHEAST CORNER OF SAID STREET AND THE NORTHEAST CORNER OF ROSEBUD SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, S 89DEG 31MIN 19SEC W, 375.51 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 2 OF SAID ROSEBUD SUBDIVISION; THENCE CONTINUE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET; THENCE S 89DEG 42MIN 34SEC W, 954.90 FEET; THENCE N 00DEG 17MIN 26SEC W, 200.00 FEET; THENCE N 89DEG 32MIN 26SEC E, 32.00 FEET; THENCE N 00DEG 24MIN 30SEC W, 1226.19 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12 ; THENCE ALONG SAID HIGHWAY, S 89DEG 58MIN 07SEC E, 1049.67 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 1564.35 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 58DEG 17MIN 40SEC E, 1029.19 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 38DEG 01MIN 32SEC E, 310.36 FEET; THENCE S 89DEG 21MIN 10SEC W, 516.56 FEET; THENCE S 00DEG 21MIN 50SEC E, 1468.97 FEET; THENCE S 89DEG 33MIN 32SEC W, 468.25 FEET; THENCE S 00DEG 18MIN 52SEC E, 567.00 FEET; THENCE S 56DEG 26MIN 42SEC W, 78.48 FEET; THENCE N 00DEG 54MIN 13SEC W, 115.28 FEET; THENCE N 00DEG 28MIN 10SEC W, 280.26 FEET; THENCE S 88DEG 34MIN 50SEC W, 238.41 FEET; THENCE N 00DEG 28MIN 06SEC W, 518.61 FEET; THENCE S 88DEG 19MIN 11SEC W, 100.05 FEET; THENCE S 00DEG 28MIN 06SEC E, 582.61 FEET; THENCE S 89DEG 37MIN 19SEC W, 891.76 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT 2

SCALE MAP OF THE PROPERTY

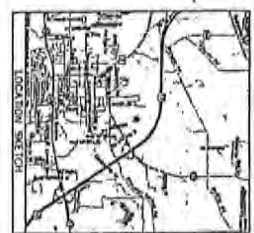
ANNEXATION MAP

LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WILMOTH COUNTY, WISCONSIN

BOUNDARY INFORMATION TAKEN FROM PLAT
RECORDED IN THE REGISTRY OF DEEDS
OF WISCONSIN

U.S. HIGHWAY "2"
Rural Route
1/2 MILE

MATCHING LOTS FOR LANDS
ADJOINING ANNEXATION PARCEL
LAND WITHIN TOWNSHIP OF GENEVA
LAND WITHIN CITY OF LAKE GENEA



LISTS A SUMMARY OF ADJOINING LAND OWNERS

- | | | | |
|--|--|--|--|
| 1. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 11. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 21. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 31. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. |
| 2. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 12. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 22. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 32. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. |
| 3. JAMES A. & BEATRICE A. BROWN, JR.
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1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 33. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. |
| 4. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 14. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 24. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 34. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
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| 5. JAMES A. & BEATRICE A. BROWN, JR.
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1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 25. JAMES A. & BEATRICE A. BROWN, JR.
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| 6. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 16. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 26. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 36. JAMES A. & BEATRICE A. BROWN, JR.
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| 7. JAMES A. & BEATRICE A. BROWN, JR.
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LAKE GENEA, WIS. | 17. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 27. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 37. JAMES A. & BEATRICE A. BROWN, JR.
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LAKE GENEA, WIS. |
| 8. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 18. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 28. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. | 38. JAMES A. & BEATRICE A. BROWN, JR.
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LAKE GENEA, WIS. |
| 9. JAMES A. & BEATRICE A. BROWN, JR.
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LAKE GENEA, WIS. | 40. JAMES A. & BEATRICE A. BROWN, JR.
1/2 AC. 1/4 SEC. 24, T. 2N., R. 17E., S. 24W.
LAKE GENEA, WIS. |

LOCAL GOVERNMENT JURISDICTION
LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WILMOTH COUNTY, WISCONSIN

THE ANNEXATION MAP IS A PRELIMINARY MAP OF THE LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WILMOTH COUNTY, WISCONSIN. THE ANNEXATION MAP IS A PRELIMINARY MAP OF THE LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WILMOTH COUNTY, WISCONSIN. THE ANNEXATION MAP IS A PRELIMINARY MAP OF THE LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WILMOTH COUNTY, WISCONSIN.

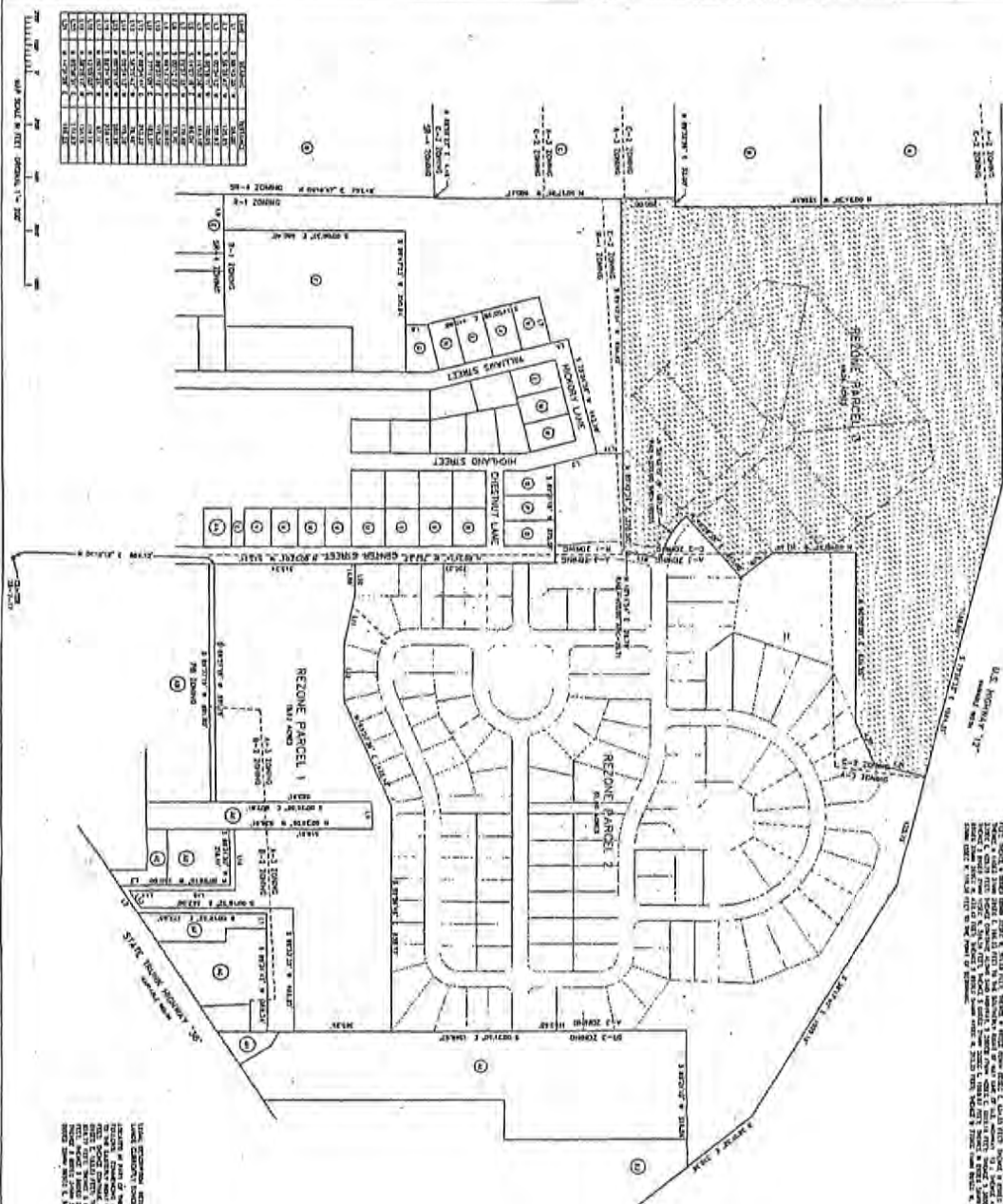
NO.	SECTION	TOWNSHIP	RANGE	SOURCE
1	24	2N.	17E.	SW 1/4
2	24	2N.	17E.	SE 1/4
3	24	2N.	17E.	SW 1/4
4	24	2N.	17E.	SE 1/4
5	24	2N.	17E.	SW 1/4
6	24	2N.	17E.	SE 1/4
7	24	2N.	17E.	SW 1/4
8	24	2N.	17E.	SE 1/4
9	24	2N.	17E.	SW 1/4
10	24	2N.	17E.	SE 1/4
11	24	2N.	17E.	SW 1/4
12	24	2N.	17E.	SE 1/4
13	24	2N.	17E.	SW 1/4
14	24	2N.	17E.	SE 1/4
15	24	2N.	17E.	SW 1/4
16	24	2N.	17E.	SE 1/4
17	24	2N.	17E.	SW 1/4
18	24	2N.	17E.	SE 1/4
19	24	2N.	17E.	SW 1/4
20	24	2N.	17E.	SE 1/4

SCALE 1" = 100'

LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND IN PART OF THE NW 1/4 & NE 1/4 OF SECTION 25, ALL IN TOWNSHIP 2 NORTH, RANGE 12 EAST, WASHINGTON COUNTY, WISCONSIN

[illegible]

THESE RESULTS HAVE BEEN CONFIRMED BY OTHER INVESTIGATORS. BARNES AND HARRIS¹ HAVE REPORTED THAT THE CONCENTRATION OF THE CRYSTALLINE PHASE IN POLYETHYLENE FILMS OF VARIOUS THICKNESSES, PREPARED BY THE SAME METHOD, IS INDEPENDENT OF THE FILM THICKNESS. THE CONCENTRATION OF THE CRYSTALLINE PHASE IN POLYETHYLENE FILMS OF VARIOUS THICKNESSES, PREPARED BY THE SAME METHOD, IS INDEPENDENT OF THE FILM THICKNESS. THE CONCENTRATION OF THE CRYSTALLINE PHASE IN POLYETHYLENE FILMS OF VARIOUS THICKNESSES, PREPARED BY THE SAME METHOD, IS INDEPENDENT OF THE FILM THICKNESS.



- | NAME & ADDRESS OF SETTING DATA PERSON | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---------------------------------------|---|---|---|---|---|---|---|---|---|---|-----|
| 1 | 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. | | | | | | | | | | |

United States, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703

EXHIBIT 3

PETITION FOR DIRECT ANNEXATION

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS
CONSENT OF ELECTORS AND PROPERTY OWNERS OF
TERRITORY LOCATED IN THE TOWN OF GENEVA,
WALWORTH COUNTY, WISCONSIN, TO THE CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Common Council of the City of Lake Geneva,
Walworth County, Wisconsin
c/o Diana A. Dykstra, City Clerk
Lake Geneva City Hall
626 Geneva Street
Lake Geneva, WI 53147

Town Board of the Town of Geneva,
Walworth County, Wisconsin
c/o Debra Kirch, Town Clerk
Geneva Town Hall
N3496 Como Road
Lake Geneva, WI 53147

George Hall
Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of Bank One Trust Company, N.A., as Trustee of the Olivia M. Miller Trust (Petitioner), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the Common Council as follows:

1. Petitioner, whose address is Bank One Trust Company, N.A., 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attention: Christopher A. Geiger, is the sole owner of record of the real property in the territory sought to be annexed, such property being located in Sections 24 and 25, Town of Geneva, Walworth County, Wisconsin, and more particularly described in the attached Exhibit A incorporated herein (Subject Territory).

2. Petitioner respectfully requests all of the Subject Territory be annexed to the City of Lake Geneva, Walworth County, Wisconsin.

3. Attached hereto as Exhibit B and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the City Clerk of the City of Lake Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner requests the Subject Territory described herein be temporarily zoned as Two-Family Residential-6 (TR-6) Zoning District, in accordance with the attached Exhibit C-1 incorporated herein; SR-4 Single-Family Residential-4 Zoning District, in accordance with the attached Exhibit C-2 incorporated herein; and CR-5ac Countryside Residential Zoning District, in accordance with the attached Exhibit C-3 incorporated herein. Petitioner's request for the assignment of temporary zoning is made pursuant to Wis. Stat. § 66.0217(8).

7. Petitioner requests the City of Lake Geneva adopt an Annexation Ordinance, in substantial conformity with the attached Exhibit D, prior to any action by the City.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this ____ day of _____, 2003.

BANK ONE TRUST COMPANY, N.A., as Trustee of the
Olivia M. Miller Trust

By: _____
Christopher Geiger, Real Estate Manager

This instrument drafted by:
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
11 North Wisconsin Street
Post Office Box 260
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-5091

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT TERRITORY

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 762.23 FEET TO THE NORTHEAST CORNER OF SAID STREET AND THE NORTHEAST CORNER OF ROSEBUD SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, S 89DEG 31MIN 19SEC W, 375.51 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 2 OF SAID ROSEBUD SUBDIVISION; THENCE CONTINUE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET; THENCE S 89DEG 42MIN 34SEC W, 954.90 FEET; THENCE N 00DEG 17MIN 26SEC W, 200.00 FEET; THENCE N 89DEG 32MIN 26SEC E, 32.00 FEET; THENCE N 00DEG 24MIN 30SEC W, 1226.19 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12 ; THENCE ALONG SAID HIGHWAY, S 89DEG 58MIN 07SEC E, 1049.67 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 1564.35 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 58DEG 17MIN 40SEC E, 1029.19 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 38DEG 01MIN 32SEC E, 310.36 FEET; THENCE S 89DEG 21MIN 10SEC W, 516.56 FEET; THENCE S 00DEG 21MIN 50SEC E, 1468.97 FEET; THENCE S 89DEG 33MIN 32SEC W, 468.25 FEET; THENCE S 00DEG 18MIN 52SEC E, 567.00 FEET; THENCE S 56DEG 26MIN 42SEC W, 78.48 FEET; THENCE N 00DEG 54MIN 13SEC W, 115.28 FEET; THENCE N 00DEG 28MIN 10SEC W, 280.26 FEET; THENCE S 88DEG 34MIN 50SEC W, 238.41 FEET; THENCE N 00DEG 28MIN 06SEC W, 518.61 FEET; THENCE S 88DEG 19MIN 11SEC W, 100.05 FEET; THENCE S 00DEG 28MIN 06SEC E, 582.61 FEET; THENCE S 89DEG 37MIN 19SEC W, 891.76 FEET TO THE POINT OF BEGINNING. (End of legal description.)

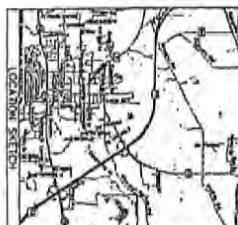
EXHIBIT B
SCALE MAP

LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 24 AND
PART OF THE NW 1/4 & NE 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH,
RANGE 77 EAST, BALWORTH COUNTY, MISSISSIPPI

U.S. HIGHWAY 12
MOUNTAIN VIEW
10000' E 10000'

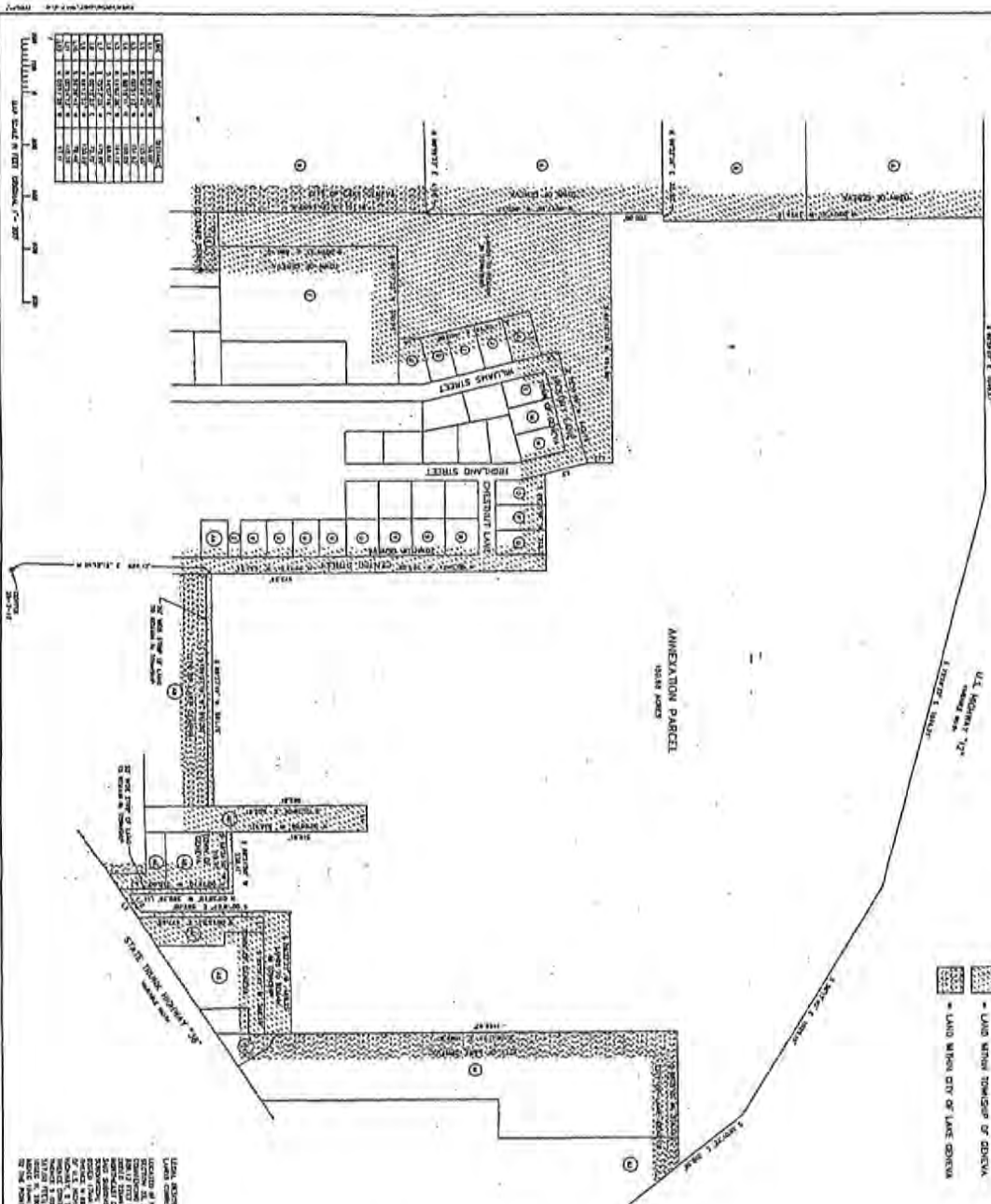
MATCHING LEADS FOR LANDS
ADJUTING ANNEALATION PARCEL.

	
- LAND WITHIN TOWNSHIP OF GENEVA	- LAND WITHIN CITY OF LAKE GENEVA



ANNEXATION MAP

ANNEXATION PARCEL



MAJOR CHARACTERISTICS OF ABSTRACTION

- [illegible]

On the basis of the above, the following is a list of the 100 most important *U. s. s. s. r.* plants, which are the most important in the country of the Soviet Union. The list is based on the results of the survey of the plants of the Soviet Union, which was carried out in 1955. The list is based on the results of the survey of the plants of the Soviet Union, which was carried out in 1955. The list is based on the results of the survey of the plants of the Soviet Union, which was carried out in 1955.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
3 RIDGWAY COURT P.O. BOX 437
EUXORH, WISCONSIN 53121
OFFICE: (262) 723-2096 FAX: (262) 723-8886

- WORK ORDERED BY -
BRUN POLLARD
FARMER, LTD.
451 PARK DRIVE, SUITE 104
LAKE GENEVA, WI. 53147

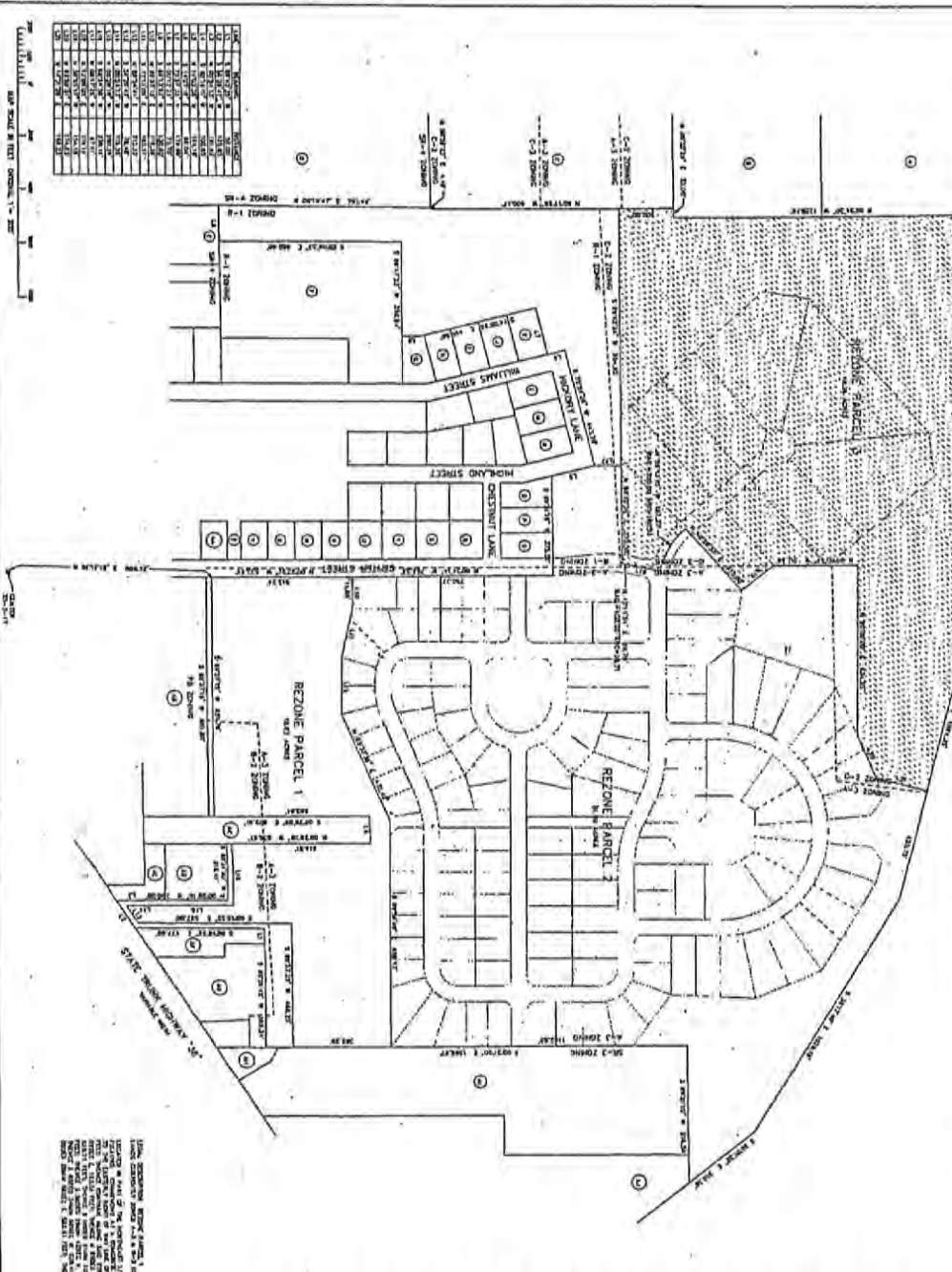
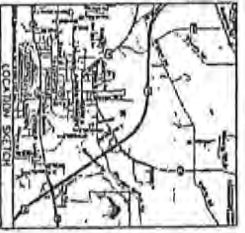
6041	0-07	01/03/2003	05
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REZONE SKETCH & LEGAL DESCRIPTIONS

LANDS LOCATED IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 34 AND IN PART OF THE SW 1/4 & SE 1/4 OF SECTION 35, T4N, R10E, S4M, WILSON COUNTY, MISSOURI

THIS REZONE SKETCH AND LEGAL DESCRIPTIONS ARE PREPARED BY FARRIS, HANSEN & ASSOCIATES, INC., ENGINEERS - ARCHITECTS - SURVEYORS, FOR THE PURPOSE OF REZONING THE LANDS DESCRIBED HEREIN TO RESIDENTIAL SUBDIVISION ZONE (RS) AND SINGLE-FAMILY DWELLING ZONE (SF). THE REZONE SKETCH AND LEGAL DESCRIPTIONS ARE BASED ON THE SURVEY AND FIELD DATA PROVIDED BY THE CLIENT, AND THE REZONE SKETCH AND LEGAL DESCRIPTIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF FARRIS, HANSEN & ASSOCIATES, INC.

THIS REZONE SKETCH AND LEGAL DESCRIPTIONS ARE PREPARED BY FARRIS, HANSEN & ASSOCIATES, INC., ENGINEERS - ARCHITECTS - SURVEYORS, FOR THE PURPOSE OF REZONING THE LANDS DESCRIBED HEREIN TO RESIDENTIAL SUBDIVISION ZONE (RS) AND SINGLE-FAMILY DWELLING ZONE (SF). THE REZONE SKETCH AND LEGAL DESCRIPTIONS ARE BASED ON THE SURVEY AND FIELD DATA PROVIDED BY THE CLIENT, AND THE REZONE SKETCH AND LEGAL DESCRIPTIONS ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF FARRIS, HANSEN & ASSOCIATES, INC.



- LEGAL DESCRIPTIONS OF REZONE PARCELS**
1. A certain lot or lots of land, more particularly described as follows: [Detailed legal description of Parcel 1]
 2. A certain lot or lots of land, more particularly described as follows: [Detailed legal description of Parcel 2]
 3. A certain lot or lots of land, more particularly described as follows: [Detailed legal description of Parcel 3]

EXHIBIT C-1

LEGAL DESCRIPTION OF TWO-FAMILY RESIDENTIAL-6 (TR-6) ZONING DISTRICT

LOCATED IN PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 2 NORTH, RANGE 17 EAST, WAL WORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 11.86 FEET; THENCE N 89DEG 57MIN 15SEC E, 119.38 FEET; THENCE S 77DEG 11MIN 09SEC E, 183.51 FEET; THENCE N 89DEG 54MIN 41SEC E, 213.32 FEET; THENCE N 65DEG 37MIN 36SEC E, 432.42 FEET; THENCE S 89DEG 56MIN 48SEC E, 859.77 FEET; THENCE S 00DEG 21MIN 50SEC E, 1568.97 FEET; THENCE S 89DEG 33 MIN 32SEC W, 468.25 FEET; THENCE S 00DEG 18MIN 52SEC E, 567.00 FEET; THENCE S 56DEG 26MIN 42SEC W, 78.48 FEET; THENCE N 00DEG 54 MIN 13SEC W, 115.28 FEET; THENCE N 00DEG 28MIN 10SEC W, 280.26 FEET; THENCE S 88DEG 34MIN 50SEC W, 238.41 FEET; THENCE N 00DEG 28MIN 06SEC W, 518.61 FEET; THENCE S 88DEG 19MIN 11SEC W, 100.05 FEET; THENCE S 00DEG 28MIN 06SEC E, 582.61 FEET; THENCE S 89DEG 37MIN 19SEC W, 891.76 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT C-2

LEGAL DESCRIPTION OF SR-4 SINGLE-FAMILY RESIDENTIAL-4 ZONING DISTRICT

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 11.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTER STREET, N 00DEG 34MIN 14SEC W, 750.37 FEET; THENCE S 89DEG 31MIN 19SEC W, 375.51 FEET; THENCE N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET; THENCE N 89DEG 42MIN 34SEC E, 370.50 FEET; THENCE 26.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET AND A CHORD WHICH BEARS N 10DEG 14MIN 54SEC E, 26.70 FEET; THENCE N 12DEG 05MIN 02SEC E, 114.19 FEET; THENCE 190.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS N 59DEG 43MIN 10SEC W, 187.37 FEET; THENCE N 48DEG 28MIN 37SEC E, 313.00 FEET; THENCE N 38DEG 25MIN 17SEC W, 154.18 FEET; THENCE N 00DEG 00MIN 32SEC W, 311.66 FEET; THENCE N 90DEG 00MIN 00SEC E, 634.55 FEET; THENCE N 65DEG 56MIN 51SEC E, 174.83 FEET; THENCE N 14DEG 31MIN 28SEC E, 196.23 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12 ; THENCE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 425.75 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 58DEG 17MIN 40SEC E, 1029.19 FEET; THENCE S 38DEG 01MIN 32SEC E, 310.36 FEET; THENCE S 89DEG 21MIN 10SEC W, 516.56 FEET; THENCE S 00DEG 21MIN 50SEC E, 1568.97 FEET; THENCE N 89DEG 56MIN 48SEC W, 859.77 FEET; THENCE S 65DEG 37MIN 36SEC W, 432.42 FEET; THENCE S 89DEG 54MIN 41SEC W, 213.32 FEET; THENCE N 77DEG 11MIN 09SEC W, 183.51 FEET; THENCE S 89DEG 57MIN 15SEC W, 119.38 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT C-3

LEGAL DESCRIPTION OF CR-5ac COUNTRYSIDE RESIDENTIAL ZONING DISTRICT

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 762.23 FEET; THENCE S 89DEG 31MIN 19SEC W, 375.51 FEET; THENCE N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET TO THE POINT OF BEGINNING; THENCE S 89DEG 42MIN 34SEC W, 954.90 FEET; THENCE N 00DEG 17MIN 26SEC W, 200.00 FEET; THENCE N 89DEG 32MIN 26SEC E, 32.00 FEET; THENCE N 00DEG 24MIN 30SEC W, 1226.19 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12 ; THENCE ALONG SAID HIGHWAY, S 89DEG 58MIN 07SEC E, 1049.67 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 1138.60 FEET; THENCE S 14DEG 31MIN 28SEC W, 196.23 FEET; THENCE S 65DEG 56MIN 51SEC W, 174.83 FEET; THENCE S 90DEG 00MIN 00SEC W, 634.55 FEET; THENCE S 00DEG 00MIN 32SEC E, 311.66 FEET; THENCE S 38DEG 25MIN 17SEC E, 154.18 FEET; THENCE S 48DEG 28MIN 37SEC W, 313.00 FEET; THENCE 190.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS S 59DEG 43MIN 10SEC E, 187.37 FEET; THENCE S 12DEG 05MIN 02SEC W, 114.19 FEET; THENCE 26.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET AND A CHORD WHICH BEARS S 10DEG 14MIN 54SEC W, 26.70 FEET; THENCE S 89DEG 42MIN 34SEC W, 370.50 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT D

AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, TO THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

WHEREAS, Bank One Trust Company, N.A., as Trustee of the Olivia M. Miller Trust (Petitioner), has made and filed with the City Clerk of the City of Lake Geneva (City) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) (Annexation Petition), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the ____ day of _____, 2003, requesting the annexation to the City of lands described in Exhibit A attached hereto and incorporated herein by reference (Subject Territory), which such lands are contiguous to the City; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the City Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the City and/or the City's Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the City, and said Plan Commission has recommended annexing the Subject Territory to the City; and

WHEREAS, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the City to regulate and control development of these lands which are contiguous to the City.

- c. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Two-Family Residential-6 (TR-6) Zoning District, in accordance with the attached Exhibit C-1 incorporated herein; SR-4 Single-Family Residential-4 Zoning District, in accordance with the attached Exhibit C-2 incorporated herein; and CR-5ac Countryside Residential Zoning District, in accordance with the attached Exhibit C-3 incorporated herein
- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the City is in need of additional lands suitable for single-family and multi-family residential development.

NOW, THEREFORE, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.
2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Two-Family Residential-6 (TR-6) Zoning District, in accordance with the attached Exhibit C-1 incorporated herein; SR-4 Single-Family Residential-4 Zoning District, in accordance with the attached Exhibit C-2 incorporated herein; and CR-5ac Countryside Residential Zoning District, in accordance with the attached Exhibit C-3 incorporated herein
3. Those lands comprising the Subject Territory shall be included within Supervisory Districts 14 and 23 and in Aldermanic Districts 3 and 4 of the City of Lake Geneva.
4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
5. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Common Council of the City of Lake Geneva,
Walworth County, Wisconsin, this _____ day of _____, 2003.

Charles Rude, Mayor

ATTEST:

Diana A. Dykstra, City Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Michael J. Rielly, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT TERRITORY

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 762.23 FEET TO THE NORTHEAST CORNER OF SAID STREET AND THE NORTHEAST CORNER OF ROSEBUD SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, S 89DEG 31MIN 19SEC W, 375.51 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 2 OF SAID ROSEBUD SUBDIVISION; THENCE CONTINUE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET; THENCE S 89DEG 42MIN 34SEC W, 954.90 FEET; THENCE N 00DEG 17MIN 26SEC W, 200.00 FEET; THENCE N 89DEG 32MIN 26SEC E, 32.00 FEET; THENCE N 00DEG 24MIN 30SEC W, 1226.19 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12; THENCE ALONG SAID HIGHWAY, S 89DEG 58MIN 07SEC E, 1049.67 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 1564.35 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 58DEG 17MIN 40SEC E, 1029.19 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 38DEG 01MIN 32SEC E, 310.36 FEET; THENCE S 89DEG 21MIN 10SEC W, 516.56 FEET; THENCE S 00DEG 21MIN 50SEC E, 1468.97 FEET; THENCE S 89DEG 33MIN 32SEC W, 468.25 FEET; THENCE S 00DEG 18MIN 52SEC E, 567.00 FEET; THENCE S 56DEG 26MIN 42SEC W, 78.48 FEET; THENCE N 00DEG 54MIN 13SEC W, 115.28 FEET; THENCE N 00DEG 28MIN 10SEC W, 280.26 FEET; THENCE S 88DEG 34MIN 50SEC W, 238.41 FEET; THENCE N 00DEG 28MIN 06SEC W, 518.61 FEET; THENCE S 88DEG 19MIN 11SEC W, 100.05 FEET; THENCE S 00DEG 28MIN 06SEC E, 582.61 FEET; THENCE S 89DEG 37MIN 19SEC W, 891.76 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT C-1

LEGAL DESCRIPTION OF TWO-FAMILY RESIDENTIAL-6 (TR-6) ZONING DISTRICT

LOCATED IN PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 11.86 FEET; THENCE N 89DEG 57MIN 15SEC E, 119.38 FEET; THENCE S 77DEG 11MIN 09SEC E, 183.51 FEET; THENCE N 89DEG 54MIN 41SEC E, 213.32 FEET; THENCE N 65DEG 37MIN 36SEC E, 432.42 FEET; THENCE S 89DEG 56MIN 48SEC E, 859.77 FEET; THENCE S 00DEG 21MIN 50SEC E, 1568.97 FEET; THENCE S 89DEG 33 MIN 32SEC W, 468.25 FEET; THENCE S 00DEG 18MIN 52SEC E, 567.00 FEET; THENCE S 56DEG 26MIN 42SEC W, 78.48 FEET; THENCE N 00DEG 54 MIN 13SEC W, 115.28 FEET; THENCE N 00DEG 28MIN 10SEC W, 280.26 FEET; THENCE S 88DEG 34MIN 50SEC W, 238.41 FEET; THENCE N 00DEG 28MIN 06SEC W, 518.61 FEET; THENCE S 88DEG 19MIN 11SEC W, 100.05 FEET; THENCE S 00DEG 28MIN 06SEC E, 582.61 FEET; THENCE S 89DEG 37MIN 19SEC W, 891.76 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT C-2

LEGAL DESCRIPTION OF SR-4 SINGLE-FAMILY RESIDENTIAL-4 ZONING DISTRICT

LOCATED IN PART OF THE SOUTHWEST 1/4 & SOUTHEAST 1/4 OF SECTION 24 AND IN PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF SECTION 25, ALL IN TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 25; THENCE N 01DEG 12MIN 12SEC E, 886.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CENTER STREET; THENCE ALONG SAID STREET, N 00DEG 22MIN 01SEC W, 513.24 FEET; THENCE CONTINUE ALONG SAID STREET, N 00DEG 34MIN 14SEC W, 11.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTER STREET, N 00DEG 34MIN 14SEC W, 750.37 FEET; THENCE S 89DEG 31MIN 19SEC W, 375.51 FEET; THENCE N 14DEG 03MIN 38SEC W, 164.18 FEET; THENCE N 00DEG 17MIN 26SEC W, 97.11 FEET; THENCE N 89DEG 42MIN 34SEC E, 370.50 FEET; THENCE 26.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET AND A CHORD WHICH BEARS N 10DEG 14MIN 54SEC E, 26.70 FEET; THENCE N 12DEG 05MIN 02SEC E, 114.19 FEET; THENCE 190.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CHORD WHICH BEARS N 59DEG 43MIN 10SEC W, 187.37 FEET; THENCE N 48DEG 28MIN 37SEC E, 313.00 FEET; THENCE N 38DEG 25MIN 17SEC W, 154.18 FEET; THENCE N 00DEG 00MIN 32SEC W, 311.66 FEET; THENCE N 90DEG 00MIN 00SEC E, 634.55 FEET; THENCE N 65DEG 56MIN 51SEC E, 174.83 FEET; THENCE N 14DEG 31MIN 28SEC E, 196.23 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 12 ; THENCE ALONG SAID HIGHWAY, S 75DEG 28MIN 33SEC E, 425.75 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 58DEG 17MIN 40SEC E, 1029.19 FEET; THENCE S 38DEG 01MIN 32SEC E, 310.36 FEET; THENCE S 89DEG 21MIN 10SEC W, 516.56 FEET; THENCE S 00DEG 21MIN 50SEC E, 1568.97 FEET; THENCE N 89DEG 56MIN 48SEC W, 859.77 FEET; THENCE S 65DEG 37MIN 36SEC W, 432.42 FEET; THENCE S 89DEG 54MIN 41SEC W, 213.32 FEET; THENCE N 77DEG 11MIN 09SEC W, 183.51 FEET; THENCE S 89DEG 57MIN 15SEC W, 119.38 FEET TO THE POINT OF BEGINNING. (End of legal description.)

EXHIBIT C-3

LEGAL DESCRIPTION OF CR-5ac COUNTRYSIDE RESIDENTIAL ZONING DISTRICT

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EXHIBIT 4

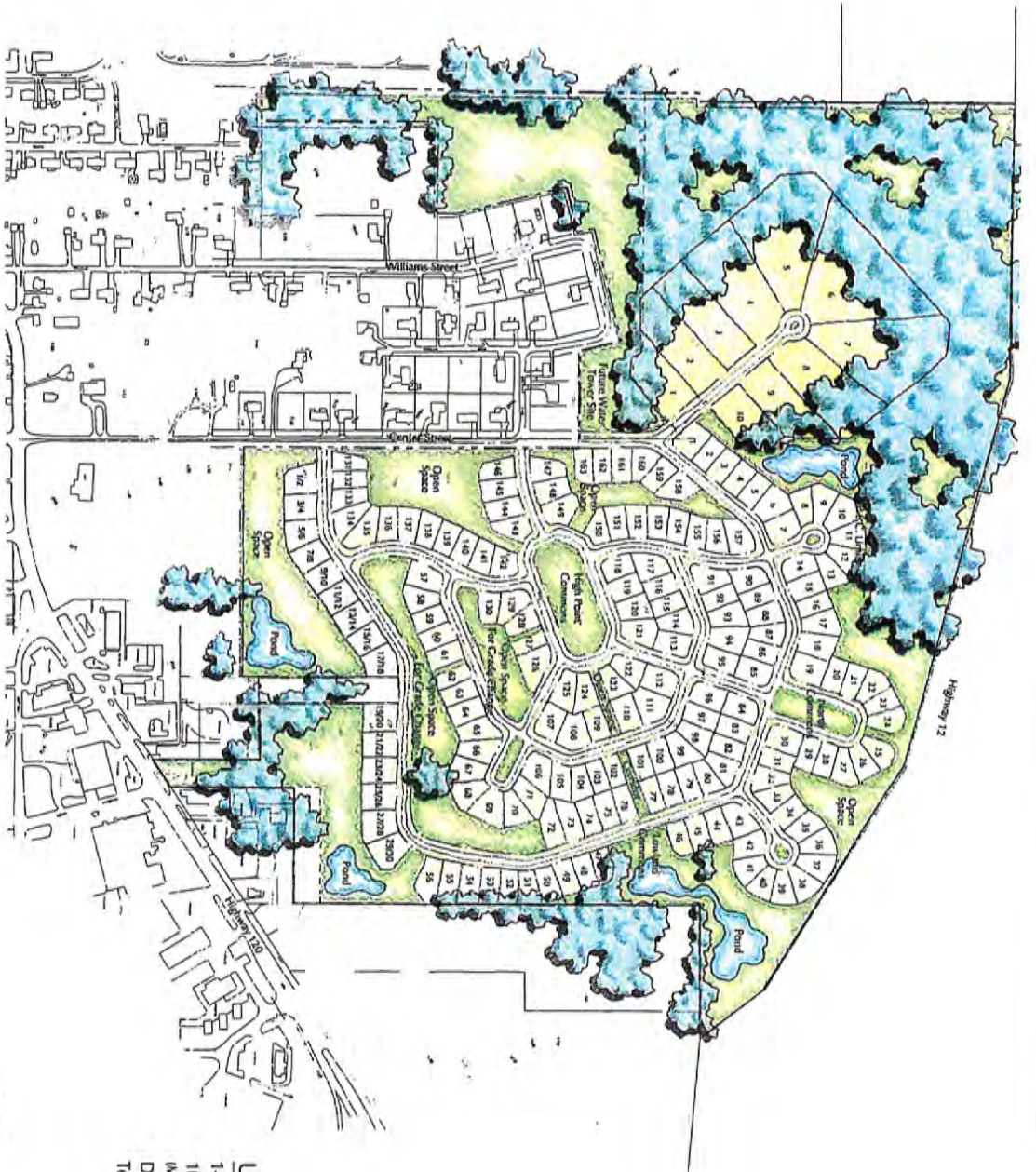
CONCEPTUAL NEIGHBORHOOD PLAN

Conceptual Neighborhood Plan

Miller Property

Lake Geneva, Wisconsin

24 July 2003



Unit Breakdown:

1-3 Acre Lots	10
10,000 s.f. Lots (Min. 75' x 135')	163
Duplex Units	30
Total	203

EXHIBIT 5

TRAFFIC STUDY SUMMARY



ARCHITECTS ENGINEERS PLANNERS

11414 West Park Place
Suite 300
Milwaukee, Wisconsin
53224

February 4, 2003

(414) 359-2300
FAX (414) 359-2310

The Honorable Mayor & Council Members
City of Lake Geneva

10 East Doty
Suite 615
Madison, Wisconsin
53703

(608) 259-0045
FAX (608) 259-0084

www.hntb.com

RE: Miller Properties Development - Traffic Impact Study

Dear Mayor Rude & Council Members:

This letter is intended to provide a summary of the information presented in the traffic impact analysis report that was completed for the Miller Properties development.

1. **New traffic** - This proposed development is comprised of 142 single family houses and 85 town houses. The volume of traffic expected to be generated by this development is calculated based on the nationally recognized reference (ITE Trip Generation), which is accepted by WisDOT. The development is expected to generate 190 trips (125 in/65 out) during the weekday evening peak hour. Based on traffic counts, the existing 42 homes generate approximately 35 evening peak hour trips at the Center Street intersection, as illustrated on Exhibit C-1.
2. **Development schedule** - All of the development traffic was included in the Year 2002 total traffic analysis, which represents a "worst case" scenario. However, the development is not expected to be fully occupied for 10 years.
3. **Future traffic volumes** - The Year 2012 background traffic volumes were developed based on the WisDOT projections, which consider the impacts of the STH 120 bypass. Upon completion of the STH 120 bypass, traffic on Sheridan Street is expected to decline significantly and then increase at a moderate rate thereafter. It will take approximately 10 years for the traffic on Sheridan Street to grow back to the existing levels. Therefore, the Year 2012 background (no development) traffic volumes are expected to be similar to existing traffic volumes.
4. **Alternate access** - This traffic study represents a "worst case" scenario, where all development traffic would use Center Street. Actually, Williams Street to the west is a minor alternate route. It is also anticipated that a planned access to the east will connect with the signalized intersection of STH 120 with Geneva Square. This future connection to the east is expected to reroute traffic, especially traveling to/from the east and minimize impacts to the Center Street intersection.
5. **Recommended Improvements** - The recommended improvements for existing traffic conditions are shown on Exhibit A-1. A southbound exclusive left-turn lane is

The HNTB Companies

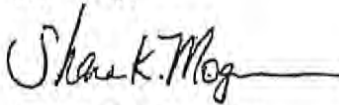
OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OYMLAND PARK, NC; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALEIGH, NC; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.

recommended to accommodate the development traffic, as shown on Exhibit A-2. The southbound left-turn lane will give more opportunity for vehicles to accept gaps in traffic along STH 120, reducing the delay for the southbound left-turn movement.

6. **Traffic Signal** – A traffic signal warrant analysis was conducted for the STH 120 intersection with Center Street as part of this traffic study. With or without the development, the northbound approach has the higher volumes for the minor street, which decides whether warrants are met. Therefore, regardless of the development, the existing traffic volumes warrant a traffic signal at the STH 120 intersection with Center Street.

If you have any questions or comments, please call me at (414) 359-2300.

Sincerely,

A handwritten signature in cursive script, reading "Shana K. Mogensen", followed by a horizontal line.

Shana K. Mogensen
HNTB Corporation







