



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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, JANUARY 24, 2022- 6:00 P.M.
LAKE GENEVA CITY HALL: COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson,
Alderspersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
 2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
 3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
- Access Code:** 9746153

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Flower
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of January 10, 2022 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on January 18, 2022. Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.*
NONE
10. **Items removed from the Consent Agenda**

11. Recommendation of the Finance, Licensing, and Regulation Committee of January 18, 2022- Ald. Howell

- a. Discussion/Action regarding Change Order #5 filed by Selzer-Ornst Construction Co for the Library Renovation project in an amount not to exceed \$20,277.00
- b. Discussion/Action regarding a pay request filed by Hougan Environmental for work completed on the Library Renovation Project; 80% of contract work completed in an amount not to exceed \$58,756.00
- c. Discussion/Action regarding the Civil Engineering Service Draft RFQ
- d. Discussion/Action regarding Pier Lease & Commercial Buoy and Boat Slip Lease with Lake Geneva Boat Line, INC (*Finance, Licensing, and Regulation Committee referred to Council without recommendation on January 18, 2022*)
- e. Discussion/Action regarding use of the Viply App for boat launch fees
- f. Discussion/Action regarding cashless beach admission requiring use of credit card or Viply App
- g. Discussion/Acceptance of January 18, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports

12. Recommendation of the Planning Commission of January 17, 2022- Ald. Dunn

- a. Discussion/Action regarding the Annexation for the applicant Avalon Property LLC, 875 Geneva Pkwy, Lake Geneva, for property located at 875 Geneva Pkwy, for the 0.40 acre, Tax Key No. NLY3100002, currently located in the Town of Lyons
- b. Discussion/Action regarding **Resolution 22-R03** a resolution authorizing the issuance of a Limited Conditional Use Permit for Williams Street Holdings LLC, 280 Sterns Rd, Fontana, WI 53125, for a proposed Commercial Indoor Lodging land use for the property located at 912-914 Williams St, in the General Business (GB) zoning district, Tax Key No. ZA85500002
- c. Discussion/Action regarding **Resolution 22-R04** a resolution authorizing the issuance of a Conditional Use Permit filed by John Engerman d/b/a Woodley Assets, W3411 Linton Rd, Lake Geneva, for a request that would allow for the construction of a new Single Family home at 925 Maytag Rd, in the Estate Residential-1 (ER-1) zoning district, Tax Key No. ZCE00020
- d. Discussion regarding the Development Agreement with Shad Branen in relation to the Geneva Theater, located at 244 Broad St dated March 24, 2016
- e. Discussion/Action to amend the existing General Development (GDP) for the Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248
- f. Discussion/Action regarding **Resolution 22-R05** a resolution authorizing the issuance of a Precise Implementation Plan (PIP) amendment filed by Win Properties, PO Box 731, Burlington, WI, 53105, for a request to renovate and utilize portions of the building located at 244 Broad St. as a Commercial Indoor Entertainment and Outdoor Commercial Entertainment land use in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248

13. **Motion to go into Closed Session** pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding: **1) Kukla; 434 Madison St Utility Claim 2) Brink Excessive Tax Claim 3) White River Holdings, LLC**
14. **Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session**
15. **Adjournment**

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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, JANUARY 10, 2022- 6:00 P.M.
LAKE GENEVA CITY HALL: COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

Mayor Klein called the meeting to order at 6:01 p.m.

Aldersperson Dunn led the Council in the Pledge of Allegiance.

Roll Call

Present: Dunn, Fesenmaier, Flower, Halverson, Hedlund, Howell, and Yunker

Absent: Straube

Awards, Presentations, Proclamations, and Announcements

Clerk Kropf announced that there will be a Spring Primary to be held on February 15, 2022. In-person absentee voting will be taking places on February 1, 2022 through February 11, 2022, excluding weekends, from 10:00 a.m. to 2:00 p.m. This will be available at the front counter of City Hall.

Re-consider business from previous meeting

None

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

Spyro Condos; 1760 Hillcrest Drive; Spoke in favor of the BID Forensic Audit being completed and that the City should be responsible for conducting the audit.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of December 28, 2021 as prepared and distributed

Motion by Yunker to approve, second by Dunn. No discussion. Motion carried 7-0.

CONSENT AGENDA– Recommended by Finance, Licensing and Regulation on January 4, 2022. Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

-Tier I Event Permit Application filed by Semper Running Half Marathon to take place on July 9, 2022 located on S Lake Shore Drive and South Street

-Temporary Class “B”/ “Class B” Retailer’s License filed by the Semper Running Foundation for the event of Semper Running Half Marathon to take place on July 9, 2022 located at 700 N Bloomfield Rd

Motion by Howell to approve, second by Halverson. No discussion. Motion carried 7-0.

Items removed from the Consent Agenda

Discussion/Action regarding Downtown Business Improvement District Forensic Audit Proposals (Agenda Item request by Aldersperson Dunn and Aldersperson Fesenmaier; Finance, Licensing, and Regulation Committee referred this item to the Downtown Business Improvement District Board for selection and to identify a funding source, on November 16, 2021; Common Council continued on December 28, 2021)

Motion by Fesenmaier to approve the contract for the BergenKDV Company, second by Dunn. Fesenmaier noted that the proposal amount was \$22,500.00. City Attorney Draper noted that the BID is a special board that is appointed by the Council and is funded by levied money from the members of the downtown business improvement

district. Howell stated that it needs to be determined if the City will be responsible for paying for this or if the BID would be responsible. Attorney Draper stated that if an invoice is submitted by the BID that falls within the business plan for that year, then the City would pay it without question. Fesenmaier stated that the City paid bills and shouldn't have since the BID did not have any money. Finance Director Hall explained that she does not believe that there have been any nefarious acts committed by City Staff to warrant this audit. She added that it is a case of overspending and spending previous year's money, which is called kiting.

Motion to amend by Hedlund to approve the contract and that it be financed by the Downtown Business Improvement District, second by Howell. Motion to amend carried on a roll call vote 5-2, with Fesenmaier and Yunker voting no.

Original motion as amended was re-read. The motion carried on a roll call vote 6-1 with Fesenmaier voting no.

Motion by Fesenmaier to refer the issue and compliant to the Police Department for investigation, second by Flower. Halverson stated that the Police Department couldn't conduct an investigation without the audit, but that they can be given the materials for review. Motion carried on a roll call vote 7-0.

Discussion/Action regarding **Resolution 22-R01** a resolution amending the City of Lake Geneva Fee Schedule as it relates to the fee for Short-Term Rental

Attorney Draper noted that the City had been involved with litigation with the short term rental fees. After discussions it was determined that the fees would need to be lowered and this resolution would do this.

Motion by Howell to approve, second by Hedlund. Flower and Fesenmaier stated that the overhead costs have not been factored in and this shouldn't be lowered at this time. Draper added that the fee could become lower as more properties are registered as short term rentals. Motion carried on a roll call vote 4-3, with Dunn, Fesenmaier, and Flower voting no.

Discussion/Action regarding **Resolution 22-R02** a resolution combining election wards into one reporting unit for the February 15, 2022 Spring Primary

Clerk Kropf explained that this would combine the City's ten wards into one reporting unit, which will save the City money on ballots and ballot coding. She added that the only contest on the ballot is for Mayor, which is a City wide race, and would not require an aldermanic breakdown.

Motion by Flower to approve, second by Halverson. Motion carried 7-0.

Recommendation of the Finance, Licensing, and Regulation Committee of January 4, 2022- Ald. Howell

Discussion/Action regarding an Original Class "B" Fermented Malt Beverage license and "Class C" Wine license application filed by Guac Star LLC d/b/a Guac Star, 120/122 Broad St, Donna Schroff, Agent

Motion by Howell to approve, second by Yunker. No discussion. Motion carried 7-0.

Discussion/Action regarding Change Order #4 filed by Selzer-Ornst Construction Co for the Library Renovation project in an amount not to exceed \$3,160.00

Motion by Howell to approve, second by Halverson. No discussion. Motion carried on a roll call vote 7-0.

Discussion/Acceptance of January 4, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to accept, second by Hedlund. No discussion. Motion carried 7-0.

Adjournment

Motion by Hedlund to adjourn, second by Howell. Motion carried. The meeting adjourned at 6:39 p.m.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Lake Geneva Public Library Health Project Lake Geneva, Wisconsin	CONTRACT INFORMATION: Contract For: General Construction Date: 08/03/2021	CHANGE ORDER INFORMATION: Change Order Number: 4 Date: 01/11/2022
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> FEH Design 1241 Corporate Center Drive Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> Selzer-Ornst Construction Company 6222 West State Street Milwaukee, WI 53213

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 10 - Add \$20,277.00

The original Contract Sum was	\$	870,893.00
The net change by previously authorized Change Orders	\$	30,594.00
The Contract Sum prior to this Change Order was	\$	901,487.00
The Contract Sum will be increased by this Change Order in the amount of	\$	20,277.00
The new Contract Sum including this Change Order will be	\$	921,764.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Lake Geneva Public Library
Selzer-Ornst Construction
Owner Change Order Request



CO 10
Origination Date: 12/27/2021
Revision Date: 2/11/2022

Change Request Description:
COR for ASI-002, ASI-003 & PR-04

Trade	Description	Quantity	UM	UP	Cost
Subcontracts/Design					
Adair Flooring - Flooring Subcontractor	Per ASI-003, accent wall tile.	1.00	ls	\$1,736.00	\$ 1,736.00
Adair Flooring - Flooring Subcontractor	ASI-003 Gypsum systems at the Circulation Desk and Collections.	1.00	ls	\$591.00	\$ 591.00
Best Specialties - Bathroom Accessories	ASI-002 Wall landing gypsum systems.	1.00	ls	\$660.00	\$ 660.00
Cathedral Builders - Millwork Subcontractor	ASI-003 Furnish wood mantels.	1.00	ls	\$893.00	\$ 893.00
Cornerstone - Plumbing Subcontractor	Infill depression per RFI#17	1.00	ls	\$476.00	\$ 476.00
Empower Electric - Electrical Subcontractor	RFI#31, line voltage required for thermostats.	1.00	ls	\$543.75	\$ 543.75
Empower Electric - Electrical Subcontractor	RFI #28, Can light replacement, qty 5.	1.00	ls	\$3,334.49	\$ 3,334.49
Empower Electric - Electrical Subcontractor	ASI-002 - Install new can light.	1.00	ls	\$328.75	\$ 328.75
Empower Electric - Electrical Subcontractor	Track lighting component.	1.00	ls	\$963.50	\$ 963.50
Empower Electric - Electrical Subcontractor	PR-04, low voltage wiring.	1.00	ls	\$3,160.00	\$ 3,160.00
Empower Electric - Electrical Subcontractor	ASI-002 - Light fixtures and wiring.	1.00	ls	\$1,300.67	\$ 1,300.67
Wall-Tech - Gypsum Systems	ASI-003 Credit for gypsum systems and collections.	1.00	ls	\$1,024.00	\$ 1,024.00
Wall-Tech - Gypsum Systems	ASI-002 Wall landing gypsum systems.	1.00	ls	\$915.00	\$ 915.00
Zien - Mechanical Subcontractor	Per plan AR-15, perforated slotted grilles with supports.	1.00	ls	\$5,277.00	\$ 5,277.00
Zien - Mechanical Subcontractor	Deductive change order for relocation of the penetrations.	1.00	ls	(\$925.00)	\$ (925.00)
Selzer-Ornst - Demolition Scope	Per ASI-002, demo wood wall paneling.	1.00	ls	\$465.00	\$ 465.00
Selzer-Ornst - Carpentry Scope	Per ASI-003, install new fireplace mantels.	1.00	ls	\$422.00	\$ 422.00
Selzer-Ornst Labor Rates					
				Standard Rate	
	Principal	0.00	hr	\$175.00	\$ -
	Senior Project Manager	0.00	hr	\$150.00	\$ -
	Project Manager	3.00	hr	\$130.00	\$ 390.00
	General Superintendent	0.00	hr	\$130.00	\$ -
	Project Superintendent	0.00	hr	\$115.00	\$ -
	Foreman	0.00	hr	\$100.00	\$ -
	Carpenter	0.00	hr	\$90.00	\$ -
	Laborer	0.00	hr	\$82.50	\$ -
	Accounting	0.00	hr	\$75.00	\$ -
	Project Coordinator	0.00	hr	\$75.00	\$ -
Other Costs					
Permits/Impact Fees		0.00	ls	\$0.00	\$0.00
Clarifications:					
1 Per ASI-003, the cost includes furnishing and installation of the added accent wall tile and quarry tile at the fireplace.					
2 Per ASI-002, the cost includes furnishing and installation of the carpet tile and gluing of the broadloom carpeting.					
3 Per RFI #22, it was identified that an additional hand dryer was needed and not supplied by others as indicated.					
4 Per ASI-003, the cost includes to furnish only the additional length of fireplace mantel as indicated.					
5 Per RFI#17, it was identified after the bookcases along column line H were removed that an existing masonry depression needed to be infilled.					
6 Per RFI#31, additional 120V wiring to be installed for thermostat wiring not included in the plans.					
7 Per RFI #28, existing can lights were removed, quantity five (5) can lights to replace the existing can lights.					
8 Per ASI-002, the cost includes the removal of the existing light fixture and installation of new fixture.					
9 Track light component not included in the base bid plans.					
10 Per PR-004, electrical subcontractor shall furnish and install low voltage wiring as indicated.					
11 Per ASI-003, light fixture L5, S1 and wiring was added.					
12 Per AS-003, install gypsum wall at lower level Collections 111, patch wall at school 127 and include credit for not boxing out the hose bib.					
13 Per AS-002, subcontractor shall install gypsum systems at the Landing 128.					
14 Per plan AR-15, the subcontractor is to furnish and install a perforated slotted 22-gage carbon steel grille at the bookcases in Preschool 127, includes supports that are not painted.					
15 Deduct change order for removing the duct through the hearth and utilizing the existing floor penetrations.					
16 Per ASI-002, perform demolition of the existing wall paneling.					
17 Per ASI-003, Install the new fireplace mantels provided by the millwork contractor.					
Schedule Impact:	None				

S-O Subtotal Cost: \$ 1,277.00
S-O Fee and General Conditions (10%): \$127.70
Subcontractor Subtotal Cost: \$ 20,278.16
Fee and General Conditions (5%): \$1,013.91
GL Insurance (1%): \$231.44
Bond (2%): \$458.56
Sales Tax (Incl. above): N/A

CLIENT APPROVAL:

SIGN:	
DATE:	

Total: \$ ~~23,367.00~~

Total change order subtotal is to be revised to \$20,277.00 after the low voltage change order for a cost of \$3,160.00 was processed. OH&P was not included in the owner change order #3 for \$3,160.00.

Change order approve in owner change order #3. OH&P was not included in owner change order.

ADAIR

COMMERCIAL FLOORING

December 17, 2021

Selzer-Ornst

Attn: Donald Michna

RE: Change order request related to ASI03

Don,

Please see below for cost impact associated with ASI003 related to cost to add accent wall tile above fireplace and to extend fireplace hearth:

Tile accent wall above fireplace	Adjustment	Cost	U/M	10% cost margin adjustment	Ext Adjustment
Wall PT BOOST White mosaic Shapes 12" x 13" White Matte	3	132	CTN	145	435
Type 1 Mastic	1	39	EA	43	43
Polyblend unsanded 10# grout	1	13	EA	15	15
Schluter Schiene metal trim surround	2	12	EA	13	26
Installation Labor	5	80	HR		400
Freight	1	150	EA		150
Total					1,069

Quarry tile - extend fireplace tile an additional 6" for a total of 3' hearth depth	Adjustment	Cost	U/M	10% cost margin adjustment	Ext Adjustment
QT-1 Summitville 10 Red Quarry Quarry Tile 6x6	3	46	CTN	51	153
Mapei Keracolor S Sanded Grout (Color to Match Existing)	1	14	EA	15	15
Prolite 30# thinset	1	26	EA	29	29
Quarry Tile Installation Labor	4	80	HR		320
Freight	1	150	EA		150
Total					667

Scott Werner

BWG Services, Inc dba Adair Commercial Flooring

414-520-2600



262.780.0500
262.641.2222 (f)



16601 W. Glendale Dr.
New Berlin, WI 53151



www.adaircommercialflooring.com
info@adairflooring.net

ADAIR

COMMERCIAL FLOORING

December 17, 2021

Selzer-Ornst

Attn: Donald Michna

RE: Change order request related to ASI02

Don,

Please see below for cost impact associated with ASI002 related to cost to install LVT-2 in vestibule and re-glue existing broadloom carpet in transition / landing area leading from children's area into Margret Smith room:

	Adjustment	Cost	U/M	10% cost margin adjustment	Ext Adjustment
LVT-2 Armstrong Theorem ST942 Alchemy Salmiac 6x36	36	5.03	SF	5.53	199
Floor Prep labor, Installation Labor for LVT-2 and labor to reglue existing broadloom down	4	80	HR		320
Broadloom Glue, Pressure Sensitive Adhesive, & Vinyl Transition Strip	1	65	EA	72	72
				Net ASI02 adjustment	\$ 591

Scott Werner

BWG Services, Inc dba Adair Commercial Flooring

414-520-2600



262.780.0500
262.641.2222 (f)



16601 W. Glendale Dr.
New Berlin, WI 53151



www.adaircommercialflooring.com
info@adairflooring.net



QUOTE

DATE	11/29/2021
QUOTE #	
CUSTOMER #	
	RFI #22
BY	KAREN

CUSTOMER:
SELZER-ORNST

Deliver to:
PUBLIC LIBRARY RENOVATIONS
918 W MAIN STREET
LAKE GENEVA, WI 53147

QTY ORDERED	PART # / DESCRIPTION	EACH	QTY SHIPPED	QTY B/O	TOTAL
					-
<u>ASI</u>	<u>SECTION #102800 TOILET ACCESSORIES</u>				-
1	#0197-1 TURBO HAND DRYER 110/120V				-
	DELIVERED / FREIGHT INCLUDED (NO TAX)				\$660.00
					-
					-
					-
					-
					-
					-
					-
					-

Subtotal	\$ 660.00
	\$ -
	\$ -

QUOTE VALID FOR (60) DAYS / BASED ON MATERIAL DELIVERED WITHIN (90) DAYS

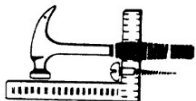
Customer Acceptance (sign below):

x _____

Print Name: _____

x _____

TOTAL \$ 660.00



Cathedral Builders, Inc.

N169W21170 Tower Dr.
Jackson, WI 53037

Phone: 262-250-1985
Fax: 262-674-1944

Date: **1/4/2022**
Name: **SELZER - ORNST CO**
6222 W STATE ST
MILWAUKEE, WI 53213
Attn: **ESTIMATING**
Phone: **414-258-9900**
Fax: **414-258-3693**

ESTIMATOR: **BOB KORUP**

ESTIMATE #
REV#

Contractor Certification #253153

Contractor Qualifier Certification #1059584

We are pleased to submit the following cost estimate:

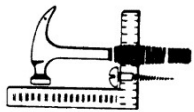
JOB # **4339**
REV # **5.1**

Job Description: LAKE GENEVA PUBLIC LIBRARY - ASI #3

Drawings Dated: PER ASI #3

PAGE 1 OF 2

DESCRIPTION	PRICE	TOTAL
Fireplace 139 - SUPPLY ONLY 15' wood mantels		
	SUBTOTAL	\$846.00
	SALES TAX	\$47.00
	TOTAL	\$893.00
PLEASE SEE LAST PAGE FOR PROVISIONAL STATEMENTS INCLUDED IN THIS ESTIMATE		
Total Estimate		AS ABOVE



Cathedral Builders, Inc.

N169W21170 Tower Dr.
Jackson, WI 53037

Phone: 262-250-1985
Fax: 262-674-1944

Date: **1/4/2022**
Name: **SELZER - ORNST CO**
6222 W STATE ST
MILWAUKEE, WI 53213
Attn: **ESTIMATING**
Phone: **414-258-9900**
Fax: **414-258-3693**

ESTIMATOR: **BOB KORUP**

ESTIMATE #
REV#

Contractor Certification #253153

Contractor Qualifier Certification #1059584

JOB # **4339**
REV # **5.1**

We are pleased to submit the following cost estimate:

Job Description: LAKE GENEVA PUBLIC LIBRARY - ASI #3

Drawings Dated: PER ASI #3

PAGE 2 OF 2

DESCRIPTION	PRICE	TOTAL
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CATHEDRAL BUILDERS, INC. PROVISIONAL STATEMENTS:

INCLUSIONS / EXCLUSIONS

PRICING INCLUDES SALES TAX.

PRICING INCLUDES SHOP DRAWINGS AND TAILGATE DELIVERY.

PRICING INCLUDES PRE-FINISHING OF ALL WOOD MATERIALS LISTED ABOVE.

PRICING EXCLUDES INSTALLATION OF SOLID SURFACE MATERIALS LISTED ABOVE.

CATHEDRAL BUILDERS IS NOT RESPONSIBLE FOR DAMAGE TO PRODUCT AFTER DELIVERY IS MADE.

LEAD TIME / PRICING:

AS OF MAY 1, 2021 CATHEDRAL BUILDERS, INC FINAL PRICING WILL BE SUBJECT TO AVAILABILITY AT THE TIME OF ORDER PLACEMENT AND ONLY AFTER SHOP DRAWINGS ARE APPROVED WITH SIGNATURE AND RETURNED TO CATHEDRAL BUILDERS, INC. BY CUSTOMER /CLIENT. AT WHICH TIME ALL PRICING MUST BE READDRESSSED AND OPEN TO INCREASES IF NECESSARY.

ANY / ALL WOOD PRICING IS VALID FOR 15 DAYS AND SUBJECT TO AVAILABILITY AT THE TIME OF ORDER. AFTER THAT, AT WHICH TIME ALL PRICING MUST BE READDRESSSED AND OPEN TO INCREASES IF NECESSARY.

AS OF MAY 1, 2021, WOOD MATERIAL ORDER LEAD TIME IS A MINIMUM OF 4 WEEKS. THIS TIMEFRAME DOES NOT INCLUDE SHOP PRODUCTION TIME.

EXCEPTION NOTICE:

Cathedral Builders, Inc.'s sole responsibility with respect to any stone / solid surface product supplied, including but not limited to quartz, will be to provide such products in accordance with the field measurements taken for supply at the worksite. Cathedral Builders, Inc. shall not be responsible for any product installation, or for any additional cutting, fitting, or modifications that may be required for field installation. Please note, these types of installations typically warrant and require specialty tools and equipment. Product will be deemed accepted "as-is" per specification, upon delivery in accordance with the field measurements. Only manufacturer's warranty is applicable for non-installation contracts.

TERMS:

TERMS: This estimate is valid for 30 days, unless otherwise noted above. Payment will be made under the terms and conditions of this offer. Net due upon completion. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Construction and mechanics lien rights apply. This bid is conditioned upon the use of the AIA A 401 Subcontract or terms consistent with the ASA Addendum to Subcontract. All applicable sales tax included.

PRICE BASED ON STANDARD GRADE P-LAM COLOR AND TEXTURE SELECTIONS ONLY

PAYMENT TERMS: 30% DOWNPAYMENT; MONTHLY BILLINGS DUE NET 15 DAYS

Cost Revision Summary Sheet	CSO CO #	1838	94518
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Change Request : *Fill in depression along column line with concrete when repouring trenches.*

Self Performed Work:

Labor Cost	Wage Rate (Per Hour)	Labor Hours	Labor Cost
Plumbing Engineer	\$115.00	0	\$0.00
Plumbing Superintendent	\$99.59	0	\$0.00
Plumbing Foreman	\$111.96	2.5	\$279.90
Plumbing Journeyman	\$105.69	0	\$0.00
Plumbing Premium Time	\$37.83	0	\$0.00
Plumbing Apprentice	\$94.14	0	\$0.00
Warehouse Truck Driver	\$85.65	0	\$0.00
Markup (Labor)	10%		\$27.99
Total Labor:			\$307.89

Material Cost *(provide back up) (Tax included)*

Pipe, Fittings & Misc.		\$153.12
Pipe, Fittings & Misc.		\$0.00
Markup (Materials)	10%	\$15.31
Total Material		\$168.43

Equipment Cost *(provide back up)*

See Earthwork Equipment List		\$0.00
See Exterior Equipment List		\$0.00
See Interior Equipment List		\$0.00
Markup (Equipment)	10%	\$0.00
Total Equipment		\$0.00

Total for Self Performed Work **\$476.32**

Subcontracted Work:

		\$0.00
		\$0.00
Markup (Profit)	10%	\$0.00
Total for Subcontracted Work		\$0.00

Total for Self Perform and Subcontracted Work: **\$476.32**

Bond Cost - 0.0% **\$0.00**

Total Cost of Change **\$476**

Date: 12/20/2021

Job Name: Lake Geneva Library Renovation

By: NSO

Tax:

				5.60%	
QTY	Description	Unit Material	Unit Labor	Total Material	Total Labor Hours
1	yard concrete	145		153.12	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
				0.00	0.00
			TOTALS	\$153.12	0.00



Change Order #15

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 1/11/2022
--	---	---

1. Women 101 Men 102 Electric Wall Thermostat's **\$543.75**

Description of Change:

Rough In Line Voltage Thermostats in 2 locations
Not part of original scope of plans.

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Materials	1.00	\$143.75	\$143.75
labor	4.00	\$100.00	\$400.00

Total Price: **\$543.75**

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$3,235.13
Adjusted Contract Sum Prior to This Change Order:	\$117,735.13
Value of This Change Order:	\$543.75
Revised Contract Total:	\$118,278.88

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 1/11/2022
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company

1838 - 94518

Work is:

(circle one)

ONGOING

COMPLETED

(JOB #)

(TICKET #)

DATE 12/6/21

CUSTOMER/JOB ADDRESS: LAKE GENZEA LIBRARY

WORK REQUESTED: FILL IN Depression Along Column

Line with concrete when repaving
TRENCHES

Labor Hours	DATE									
NAME	12/6									
P. McKellar	2 1/2									

MATERIAL/EQUIPMENT/SUBCONTRACTORS LIST

MATERIALS (Quantity, Material, Vendor, etc.)

EQUIPMENT (Rental or CSP #)

1 yard concrete

STONE & TRUCKING

SUBCONTRACTORS

Selzer ORNST

Requested By

Original - Office

Approved By

Yellow - Foreman Copy

12/6/21

Date

Pink - GC/Owner Copy



Change Order #7

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 12/13/2021
--	---	--

1. Existing Can Lights **\$3,334.49**

Description of Change:

Please see attached existing to remain can lights that were demoed. This occurred during the abatement removal along with cutting existing conduit and power they were still being used.

Solution

Install (5) New can lights D1 Fixtures (Lead Time 3-4 Weeks)

Fix cut conduits and pull new wires as needed

Install J-Boxes as needed

Install Access panel in new drywall ceiling

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Lighting Package	1.00	\$1,274.49	\$1,274.49
Materials	1.00	\$460.00	\$460.00
Labor	16.00	\$100.00	\$1,600.00

Total Price: \$3,334.49

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$0.00
Adjusted Contract Sum Prior to This Change Order:	\$114,500.00
Value of This Change Order:	\$3,334.49
Revised Contract Total:	\$117,834.49

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 12/13/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company



Change Order #8

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 12/22/2021
--	---	--

1. Landing 128 Abatement Repairs Back Hall Stander Can **\$328.75**

Description of Change:

Sheet ED1- Electrical Dem Plan

-Add note 29

This fixture is being replaced with a standard can housing and a standard LED trim.

This was discussed on site during walkthrough

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Materials	1.00	\$28.75	\$28.75
Labor	3.00	\$100.00	\$300.00

Total Price: \$328.75

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$963.50
Adjusted Contract Sum Prior to This Change Order:	\$115,463.50
Value of This Change Order:	\$328.75
Revised Contract Total:	\$115,792.25

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 12/22/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company



Change Order #12

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 12/14/2021
--	---	--

1. Track Lighting T537QJ Components **\$963.50**

Description of Change:

This was not part of our original lighting package and not noted on the plan. Additional labor needed to install the below device.

Total of 8 Needed
T537QJ – QUICK JACK COMPATIBLE
JUNO UNIVERSAL TRACK
LED COMPATIBLE
WH - White

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Materials	1.00	\$563.50	\$563.50
Labor	4.00	\$100.00	\$400.00

Total Price: \$963.50

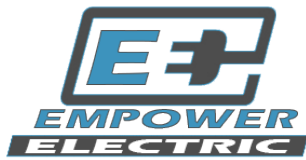
Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$0.00
Adjusted Contract Sum Prior to This Change Order:	\$114,500.00
Value of This Change Order:	\$963.50
Revised Contract Total:	\$115,463.50

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 12/14/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company



Change Order #13

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 12/22/2021
--	---	--

1. PR#004 **\$3,160.00**

Description of Change:

Provide and Install cabling according to PR#4

Tech Area 104

Add (4) data as show on plan consisting of Two (2) Category 6 rated cables each.

Circ Desk 119

Reduce (1) data as show on plan to a total of (3) Category 6 rated cable's

Reduce 2 data as show on plan to a total of (2) Category 6 rated cables

Add (1) data for camera as shown on plan consisting of (1) Category 6 cable each and Key
note 33

Children's Desk 125

Add (1) data for camera location consisting of (1) Category 6 rated cable

Pre School 127

Add (3) data as shown on plan consisting of (1) Category 6 rated cable each

Landing 128

Add (1) data for camera as shown on plan consisting of (1) Category 6 rated

All floor cores and sleeves needed in new locations

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
material	1.00	\$1,160.00	\$1,160.00
labor	20.00	\$100.00	\$2,000.00

Total Price: \$3,160.00

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$963.50
Adjusted Contract Sum Prior to This Change Order:	\$115,463.50
Value of This Change Order:	\$3,160.00
Revised Contract Total:	\$118,623.50

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shawn D Zaskowski 12/22/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company



Change Order #14

Project:

21-0730-0840 Lake Geneva
Library
Contract #11
Contract Date: 8/24/2021

Customer:

Selzer-Ornst Construction
Company
West State Street
Milwaukee WI 53209

Prepared By:

Shaun D Zaskowski
shaun@empower-elec.com
12/21/2021

1. ASI 02 and 03**\$1,300.67***Description of Change:*

Additional fixture needed
(1) Type L5 Fixture emplace of D1 Cans (2)
(1) Type S1 Fixture Added
(1) Line Voltage OC Added and Wiring

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
New Light Fixtures L5,S1	1.00	\$864.42	\$864.42
Materials	1.00	\$86.25	\$86.25
Labor	3.50	\$100.00	\$350.00

Total Price: \$1,300.67

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$963.50
Adjusted Contract Sum Prior to This Change Order:	\$115,463.50
Value of This Change Order:	\$1,300.67
Revised Contract Total:	\$116,764.17

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 12/21/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company



Change Request Proposal

Project: 2131090 / Lake Geneva Public Librar
(name and address) 918 W State St
Lake Geneva, WI 53147

Customer: Selzer Ornst

WTI Project Manager: Dylan Bowen

Change request number: 1009
Status: Submitted
Origination date: 12/16/21
Approved date:
Additional Days Required: 0
Description: ASI 003 Changes

Total for Contractor Pricing: 1,024

Notes

Changes for ASI 003
Add 'C1' wall near circulation desk--FOR REVISION 1, REMOVE THIS SCOPE OF WORK
Add Gyp to existing wall in Lower Level Collections 111 (Ref 19/A7.2)
Patch wall at Preschool 127 removed hose bib location
Credit for Not Boxing out Hose Bib Location

ORIGINAL CR1009

LABOR-->16 hrs x \$119.84/hr = \$1,917.44 --> Original Bid Amount. see revision 1 below

- 4 hrs for Hose Bib Credit
- 4 hrs for removing 'C1' wall near circulation desk
- 3 sheets of drywall

REVISION 1

LABOR-->8 hrs x \$119.84/hr = \$958.72

Material--> (1) box of mud=\$10.30
(1) box of plus 3=\$11.50
(3) sheets of 5/8" drywall=\$37.92
MATERIAL SUBTOTAL=\$59.72
10% MARKUP=\$5.56
MATERIAL TOTAL=\$65.28

The impact of this change includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays beyond our control due to this scope change or because of multiple scope changes, delays, or other causes, we reserve the right to submit those costs and time extensions at that time.

NOTE: assumes that our scope of work is not affected by the changes made to other trades' work (including, but not limited to, patching and repairing).

Approvals

Customer: Selzer Ornst

Contractor: Wall-tech, Inc

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____



Change Request Proposal

Project: 2131090 / Lake Geneva Public Librar
(name and address) 918 W State St
Lake Geneva, WI 53147

Customer: Selzer Ornst

WTI Project Manager: Dylan Bowen

Change request number: 1005

Status: Submitted

Origination date: 11/08/21

Approved date:

Additional Days Required: 0

Description: Laminate Landing Wall-1 side

Total for Contractor Pricing: 915

Notes

Laminate (1) side of Landing Wall w/ (1) layer 5/8" gypsum at highlighted locations sent out on 11.11.21

LABOR-->7 HRS X \$119.84/HR=\$838.88

MATERIAL: (5) SHEETS 5/8" GYPSUM-\$62.85

(1) BAG 90 MINUTE-\$10.00

(1) BOX MUD-\$10.30

(1) BOX PLUS 3-\$11.50

(8) LF of Reveal(-\$25.45)

MATERIAL SUBTOTAL-\$69.2

10% MATERIAL MARKUP-\$6.92

MATERIAL TOTAL=\$76.12

The impact of this change includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays beyond our control due to this scope change or because of multiple scope changes, delays, or other causes, we reserve the right to submit those costs and time extensions at that time.

NOTE: assumes that our scope of work is not affected by the changes made to other trades' work (including, but not limited to, patching and repairing).

Approvals

Customer: Selzer Ornst

Contractor: Wall-tech, Inc

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____



Cost Summary

Project: Geneva Library

Requested By: Don Michna

Job #: AB10010

Work Description:

Furnish and install perforated (slotted 1/8" x 3/4") 22-gauge carbon steel grilles for between the bookcases and the wall (approximately 5.5" wide x 49ft long) in Preschool 127. Includes steel supports (7ea) as shown in provided details. Caulk between wall and sheeting. No painting is included. **Pricing on material is only valid for 8 days.**

Material/Equipment Costs:

Material and Equipment:	\$	1,832.40
Equipment Rental:	\$	-
Material/Equipment/Rental Sub-Total:	\$	1,832.40
Sales Tax:	\$	102.61
Material/Equipment/Rental Sub-Total:	\$	1,935.01
10% Material/Equipment/Rental Mark-up:	\$	193.50
Material/Equipment/Rental Total:	\$	2,128.52

Labor Costs:

Hours					
	Apprentice	at	\$75.00 per hour	\$	-
24	Journeyman	at	\$105.00 per hour	\$	2,520.00
0	Foreman	at	\$116.90 per hour	\$	-
	Labor Insurance's & Taxes		18.8% of labor	\$	474.52
	Height Inefficiency		0.0% of labor	\$	-
	Tool Replacement		0.0% of labor	\$	-
	Overtime Inefficiency		0.0% of labor	\$	-
	Temperature Inefficiency		0.0% of labor	\$	-
	Shop/Equipment Charges		2.9% of labor	\$	73.08
	Labor Total:	\$			3,067.60

Other Direct Job Costs:

	Hours				
Project Manager	0	at	\$ 65.00 per hour	\$	-
Estimating	0	at	\$ 65.00 per hour	\$	-
Project Engineer	0	at	\$ 75.00 per hour	\$	-
Drafting/As Builts	0	at	\$ 50.00 per hour	\$	-
Instruction	0	at	\$ - per hour	\$	-
Schedule Revisions	0	at	\$ - per hour	\$	-
Per Diem	0	at	\$ - per day	\$	-
Truck Trips	0	at	\$ 55.00 per trip	\$	-
Safety Costs			1% labor cost	\$	30.68
Warranty on Lab. & Mat.			1% of lab. & mat. cost	\$	50.03
ODJC Sub-Total:				\$	80.70

Subcontract Costs:

	\$	-
Subcontractor Sub-Total:	\$	-
5% Sub Mark-up:	\$	-
Subcontractor Total:	\$	-

Change Sub-Total:	\$	5,276.81
0.000% Bond:	\$	-

Projected Crew Size	0	Men		
Project Time Extension	0	Days	TOTAL CHANGE COST:	\$ 5,277

Submitted by:

Andy Braden

Date: 12/27/2021



Cost Summary

Project: Geneva Library

Requested By: Don Michna

Job #: AB10010

Work Description:

Deductive change order. Using the existng duct and floor penetrations in front of the fire place hearth.

Material/Equipment Costs:

Material and Equipment:

Equipment Rental:	\$	-
Material/Equipment/Rental Sub-Total:	\$	(25.00)
Sales Tax:	\$	-
Material/Equipment/Rental Sub-Total:	\$	(25.00)
Material/Equipment/Rental Mark-up:	\$	-
Material/Equipment/Rental Total:	\$	(25.00)

Labor Costs:

Hours					
0	Apprentice	at	\$75.00 per hour	\$	-
-5	Journeyman	at	\$105.00 per hour	\$	(525.00)
0	Foreman	at	\$116.90 per hour	\$	-
	Labor Insurance's & Taxes		18.8% of labor	\$	-
	Height Inefficiency		0.0% of labor	\$	-
	Tool Replacement		4.0% of labor	\$	-
	Overtime Inefficiency		0.0% of labor	\$	-
	Temperature Inefficiency		0.0% of labor	\$	-
	Shop/Equipment Charges		2.9% of labor	\$	-
				Labor Total:	\$ (525.00)

Other Direct Job Costs:

	Hours				
Project Manager	0	at	\$ 65.00 per hour	\$	-
Estimating	0	at	\$ 65.00 per hour	\$	-
Project Engineer	0	at	\$ 75.00 per hour	\$	-
Drafting/As Builts	0	at	\$ 50.00 per hour	\$	-
Instruction	0	at	\$ - per hour	\$	-
Schedule Revisions	0	at	\$ - per hour	\$	-
Per Diem	0	at	\$ - per day	\$	-
Truck Trips	0	at	\$ 55.00 per trip	\$	-
Safety Costs			1% labor cost	\$	-
Warranty on Lab. & Mat.			1% of lab. & mat. cost	\$	-
				ODJC Sub-Total:	\$ -

Subcontract Costs:

Hole coring				\$	(375.00)
				Subcontractor Sub-Total:	\$ (375.00)
				Sub Mark-up:	\$ -
				Subcontractor Total:	\$ (375.00)
				Change Sub-Total:	\$ (925.00)
				0.000% Bond:	\$ -

Projected Crew Size	0	Men		
Project Time Extension	0	Days	TOTAL CHANGE COST:	\$ (925)

Submitted by:

Andy Braden

Date:

1/7/2022

TAKEOFF

LakeGeneva Publick Library



DESCRIPTION	QUANTITY	U/M	PRODUCTION	CONVERSION FACTOR	HOURS	CUYD's of Waste
WALLS						
Remove existing book shelves per D104	0	SF	105 sf/hr	1	0	0
Cut, salvage and protect light fixture per	0	SF	15 sf/hr	0.06667	0	0.00
Remove glass wall partition	0	SF	25 sf/hr	0.04	0	0.00
Remove tile from walls	0	SF	25 sf/hr	0.04	0	0.00
Remove wall coverings	0	SF			0	
Remove wood paneling	96	SF	25 sf/hr	0.04	3.84	1.78
FLOORING						
Remove existing flooring (mixed)	0	SF	80 sf/hr	0.0125	0	0.00
Remove existing flooring (tile)	0	SF	25 sf/hr	0.04	0	0.00
Remove existing flooring (carpet)	0	SF	100 sf/hr	0.01	0	0.00
Remove existing flooring (wall base)	0	LNFT	150 lnft/hr	0.0067	0	0.00
OPENINGS						
Remove doors/frames/sidelights	0	each	.75 hr/each	0.75	0	0.00
Remove existing window treatments	0	each	.5 hr/each	0.5	0	0.00
Remove structural steel frame	0	lsum	16 hr/each	16	0	0.00
CEILINGS						
Remove Ceiling system (grid incl)	0	SF	100 sf/hr	0.01	0	0.00
Remove acoustical tiles	0	SF	120 sf/hr	0.008333	0	0.00
RESTROOMS						
Remove toilet accessories/restroom	0	each	8 hr/each	8	0	0.00
Remove toilet partitions/screens	0	each	.5 hr/each	0.5	0	0.00
MILLWORK						
Remove existing millwork	0	lnft	8 lnft/hr	0.125	0	0.00
Remove cabinets/tops for relocation	0	lsum	8 hr/each	8	0	0.00
Rmeove lockers	0	lnft	10 lnft/hr	0.1	0	0.00
Hauling Time	2	cuyd	3 cuyd/hr	0.333	1	
TOTALS					4	1.78
Amount of 30 cuyd dumpsters						0.06

Billing Rate Average \$105.00 Labor \$465
Equipment
Dumpster

TOTAL \$465

TAKEOFF

LakeGeneva Publick Library



DESCRIPTION	QNTY	U/M	PRODUCTION	FACTOR	HOURS	MATERIAL UNIT COST	MATERIAL TOTAL COST
CARPENTRY							
Doors, Frames & Hardware	0.00						
Install Door	0.00	each	2 hour/each	2	0	2.00	\$0.00
Install HM jambs	0.00	each	2 hour/each	3	0	2.00	\$0.00
Install Aluminum Frame w/side lite	0.00	each	2 hours/each	2	0	2.00	\$0.00
Install HM borrowed lite	0.00	each	2 hours/each	2	0	2.00	\$0.00
Remove wood paneling	0.00	each	15 sf/hr	0.06667	0	2.00	\$0.00
Install non-typical Hardware Groups	0.00	each		4	0	0.00	\$0.00
Install Closet Doors	0.00	each	2 hours/each	2	0	2.00	\$0.00
			SUB-TOTAL		0	hours	\$0.00
Cabinets, Tops & Shelving							
Base cabinets	0.00	lnft	2 lnft/hour	0.5	0	1.00	\$0.00
Wall cabinets	0.00	lnft	2 lnft/hour	0.5	0	1.00	\$0.00
Countertops	0.00	lnft	5 lnft/hour	0.2	0	1.00	\$0.00
Wood wall panels	0.00	sqft	8 sqft/hour	0.125	0	0.50	\$0.00
Wood ceiling panels	0.00	sqft	6 sqft/hour	0.16666667	0	0.50	\$0.00
Wood base	0.00	lnft	5 lnft/hour	0.2	0	5.00	\$0.00
Wood chair rail	0.00	lnft	5 lnft/hour	0.2	0	5.00	\$0.00
Wood crown molding	0.00	lnft	5 lnft/hour	0.2	0	5.00	\$0.00
Window sills	0.00	lnft	12 lnft/hour	0.08333333	0	0.25	\$0.00
Locker install	0.00	lnft	10 lnft/hour	0.1	0	0.10	\$0.00
Book Case	0.00	ls		4	0		
Install Wood Mantels	15.00	lnft	5 lnft/hour	0.2	3.0	5.00	\$75.00
			SUB-TOTAL		3	hours	\$75.00
Blocking							
Wood Blocking (SF)	0.00	sqft	16 sqft/hour	0.0625	0	1.50	\$0.00
Wood Blocking (lnft)	0.00	lnft	20 lnft/hour	0.05	0	1.00	\$0.00
Exterior Blocking							
			SUB-TOTAL		0	hours	\$0.00

Accessories / Miscellaneous

Install FE & cabinets	0.00	each	30 min/each	0.5	0	250.00	\$0.00
FRP/SS wall panels	0.00	sqft	16 sqft/hour	0.0625	0	2.00	\$0.00
Install projection screens	0.00	each	4 hours/each	4	0	0.00	\$0.00
SS corner guards and end wall gaurds	0.00	each	2 hour/each	2	0	200.00	\$0.00
Install Toilet Accessories	0.00	each	20 min./each	0.33333333	0	5.00	\$0.00
Toilet Partitions	0.00	each	2.5 hour/each	2.5	0	10.00	\$0.00
Install Lockers	0.00	each	16 hours/each	16	0		
SUB-TOTAL				0	hours		\$0.00

Rough Carpentry

2X4 Framing	0.00	lnft	20 lf/hour	0.05	0	0.75	\$0.00
2X6 Framing	0.00	lnft	20 lf/hour	0.05	0	1.00	\$0.00
2X8 Framing	0.00	lnft	20 lf/hour	0.05	0	1.50	\$0.00
Sheathing	0.00	sqft	24 sf/hour	0.04166667	0	1.00	\$0.00
					0		
SUB-TOTAL				0			\$0.00

Base Bid TOTALS	3	hours	\$75.00
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Billing Rate Average	\$105.00	Labor	\$315
		Material	\$75
		Equipment	\$32

TOTAL	\$422
-------	-------

Hogan Environmental Cleaning, LLC

2815 Buell Dr
East Troy, WI 53120 US
nspring@hoganec.com

BILL TO

City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

INVOICE 1316**DATE** 10/12/2021 **TERMS** Net 30**DUE DATE** 11/11/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Removal of Asbestos Abatement, WI	Asbestos Abatement Removal at Lake Geneva Public Library	0.80	69,450.00	55,560.00
	Removal of Asbestos Abatement, WI	Asbestos Abatement for Additional Abatement in the far West Room of the Library (Future meeting room)	0.80	3,995.00	3,196.00

Customers Preferring to pay by ACH: Payment Information:
Routing: 075902337
Account number: 179442
Please send email to nspring@hoganec.com

SUBTOTAL	58,756.00
TAX	0.00
TOTAL	58,756.00

TOTAL DUE	\$58,756.00
------------------	--------------------

Thank you for choosing Hogan Environmental Cleaning, LLC. If you have questions or concerns, please contact Naomi @ nspring@hoganec.com



Change Order #7

Project: 21-0730-0840 Lake Geneva Library Contract #11 Contract Date: 8/24/2021	Customer: Selzer-Ornst Construction Company West State Street Milwaukee WI 53209	Prepared By: Shaun D Zaskowski shaun@empower-elec.com 12/13/2021
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1. Existing Can Lights **\$3,334.49**

Description of Change:

Please see attached existing to remain can lights that were demoed. This occurred during the abatement removal along with cutting existing conduit and power they were still being used.

Solution

Install (5) New can lights D1 Fixtures (Lead Time 3-4 Weeks)

Fix cut conduits and pull new wires as needed

Install J-Boxes as needed

Install Access panel in new drywall ceiling

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Lighting Package	1.00	\$1,274.49	\$1,274.49
Materials	1.00	\$460.00	\$460.00
Labor	16.00	\$100.00	\$1,600.00

Total Price: \$3,334.49

Original Contract Sum:	\$114,500.00
Net Change by Previously Authorized Change Orders:	\$0.00
Adjusted Contract Sum Prior to This Change Order:	\$114,500.00
Value of This Change Order:	\$3,334.49
Revised Contract Total:	\$117,834.49

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Shaun D Zaskowski 12/13/2021
Empower Electric

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: _____
Selzer-Ornst Construction Company

Hogan Environmental Cleaning, LLC

2815 Buell Dr
East Troy, WI 53120 US
nspring@hoganec.com

BILL TO

City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

INVOICE 1316**DATE** 10/12/2021 **TERMS** Net 30**DUE DATE** 11/11/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Removal of Asbestos Abatement, WI	Asbestos Abatement Removal at Lake Geneva Public Library	0.80	69,450.00	55,560.00
	Removal of Asbestos Abatement, WI	Asbestos Abatement for Additional Abatement in the far West Room of the Library (Future meeting room)	0.80	3,995.00	3,196.00

Customers Preferring to pay by ACH: Payment Information:
Routing: 075902337
Account number: 179442
Please send email to nspring@hoganec.com

SUBTOTAL	58,756.00
TAX	0.00
TOTAL	58,756.00

TOTAL DUE	\$58,756.00
------------------	--------------------

Thank you for choosing Hogan Environmental Cleaning, LLC. If you have questions or concerns, please contact Naomi @ nspring@hoganec.com

DRAFT

~~February 00~~January 25, 2022

RE: REQUEST FOR STATEMENT OF QUALIFICATIONS

To Whom It May Concern:

Your firm is invited to submit your Statement of Qualifications to be considered for providing contracted engineering services for the City of Lake Geneva, Wisconsin (pop. 8,233). The City is seeking a firm to provide engineering services for a multi-year period.

Attached to this letter is the following:

1. A list of materials and information that you should include with your Statement of Qualifications.
2. A scope of work.
3. A schedule of dates and requirements for the selection process.

Please forward your Statement of Qualifications to the following address to be received by the City no later than ~~0:00noon (CST)~~pm, Monday, ~~March 00~~February 14, 2022.

By no means should any potential firm solicit elected officials or City staff. Doing so may create grounds for disqualification. The City will not entertain separate meetings beyond those listed within the attached schedule.

ADDRESS: City of Lake Geneva
Attn: Dave Nord, City Administrator
626 Geneva Street
Lake Geneva, WI 53147

Statement of Qualifications information

City of Lake Geneva Engineering Services

Statements of Qualifications must include the following information. Submittals will include the requested information in the order noted, and tab separated by number for clarity in comparing SOQ's of all submitting forms. Each page of the submittal should clearly identify the submitter, e.g. firm name in footer. Maximum pages for submittals is eight (8) pages.

- 1) Firm name, address, telephone number and contact person. A one-page statement of your interest in, and qualifications for this project.
- 2) Brief history of firm.
- 3) Key personnel and sub-consultants proposed as project team members, including detailed resumes.
- 4) Discussion of firm's specific abilities to provide the required professional services and qualifications related to project requirements.
- 5) Examples of specific knowledge and expertise related to this type of project, including project management skills and methodology used to monitor project budgets.
- 6) References of other owners for which the firm has provided similar professional services. Reference information must include:
 - a. Name of Owner
 - b. Project Name
 - c. Contact Person
 - d. Address
 - e. Telephone Number
 - f. Firm's key personnel assigned to the referenced project.

Scope of Work

1. OWNER: City of Lake Geneva, Wisconsin
2. ENGINEERING SERVICES REQUIRED: General City Engineering Services as required.
3. CONTACT PERSON: Dave Nord, City Administrator
626 Geneva Street
Lake Geneva, WI 53147
Phone: 262-249-4098
Fax: 262-249-4715
E-mail: cityadmin@cityoflakegeneva.com
4. DESCRIPTION OF SERVICES REQUIRED:
 - Surveying
 - Grant writing or assistance with grant applications when applicable
 - Street design
 - Curb & Gutter design
 - Sanitary Sewer design
 - Storm Sewer design
 - Storm Water management design
 - Water system facilities & infrastructure design
 - Water treatment plant facilities, infrastructure, process control & optimization design
 - Sanitary sewer collection system facilities & infrastructure design
 - Wastewater treatment plant facilities, infrastructure, process control & optimization design
 - Utility construction management services
 - Comprehensive Utility asset, capacity assessment & planning services
 - Facilitation of obtaining utility easements as needed
 - Facilitation of developer agreements as needed
 - Sidewalk design
 - Parking lot and other paved or graveled surface design
 - Development of maps utilizing computer generated graphics
 - Subdivision design
 - Street construction management & inspection
 - Construction/Project management & inspection for all capital improvement projects as needed
 - Park and green space design as needed

- Miscellaneous municipal engineering design and construction management as needed.
- Review of new development infrastructure for approval to proceed
- GIS system and asset management administration services
- Recommendations and drafting of Municipal Ordinance revisions as necessary
- Structural engineering design, inspections and project management services
- Architectural design and project management
- Storm water analysis and review
- ~~Traffic signal/warrant review experience~~
- Transportation / Warrant Analysis / Signal Engineering
- Special Assessment Experience
- Asset Management

5. DESCRIPTION OF ENGINEER SELECTION PROCESS:

The City will evaluate Statements of Qualifications and interview responses per criteria established by the City. The City will select an engineering firm to provide general engineering services for the City for a multi-year period based on the firms overall rating of its qualifications and experience as the firm's ability to match the engineering services of the City. Administrative staff will review Statements of Qualifications and will prepare a short list of candidates to be interviewed by the Public Works Committee on March 00, 2022 before making a recommendation to the Common Council. The Common Council shall have the authority to execute the contract.

6. OTHER REQUIREMENTS:

~~None.~~ Maximum page count for RFQ responses is eight (8) pages/ signal engineering review

Inclusion of hourly rates for staff classifications within the firm.

7. ESTIMATED TIME FRAME:

Estimated date for award of engineering contract: March 0021, 2022

Estimated effective date to start as City Engineer: April 0001, 2022

Schedule of Dates

The following schedule has been established by the City of Lake Geneva for the selection of an Engineering Firm to provide City Engineering services.

<u>DATE</u>	<u>DESCRIPTION</u>
February 00 <u>January 26, 2022</u>	Mail requests for Statements of Qualifications.
February 00 <u>January 31, 2022</u> representatives Chambers).	Conduct Q & A Session at 10 A.M. for from interested firms (City Council
March 00 <u>February 14, 2022</u> <u>noon (CST)-</u>	Statements of Qualifications are due to City <u>by</u>
March 00 <u>February 28, 2022</u> of firms review.	Complete staff review, and recommend a short list to the Public Facilities Committee for
March 00 <u>2, 2022</u>	Staff will contact firms regarding the status of their proposal.
March 00 <u>4, 2022</u>	Conduct City and facilities tour in the morning for firms on the short list.
<u>March 9, 2022</u>	<u>Special Public Works Interview Meeting to review short list</u> <u>applicants</u>
April 00, 2022 <u>March 14, 2022</u> conducted at Public	Interviews of selected firms will be Facilities meeting.
April 00 <u>March 21, 2022</u> recommendation from action to approve a	Common Council meeting to review Public Facilities Committee and take contract.
May 00 <u>March 21, 2022</u> contract for services	Complete negotiations and execute a with selected firm.
May 00 <u>March 22, 2022</u>	Notify all firms of final selection results.
May 00 <u>April 1 2022</u> Engineer.	Effective date for selected firm to become City

PIER LEASE & COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENTS

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and LAKE GENEVA BOAT LINE, INC., a Wisconsin corporation, party of the second part, Lessee, hereinafter called the Lessee.

WITNESSETH:

1. That the said City does hereby lease and let to the Lessee under all the terms and conditions hereinafter set forth the following described piers, office space, and other areas (hereinafter "rented premises." The rented premises described in paragraphs 1a and 1b, ~~are shown on the attached Exhibit "A"~~, the rented premises described in paragraphs 1c and 1d, ~~are shown on attached Exhibit "B"~~, and ~~The~~ rented premises in 1e are shown in Exhibit ~~C~~ A):

- a. The North Twenty-One feet (21') of the boat ramp which is located at the Northeast corner of the wall to the Riviera building, also commencing at the North edge of said ramp, thence North along the edge of the seawall Two Hundred Twenty feet (220') which shall include the current pier with the same dimensions and configuration located in riparian areas adjoining said seawall, provided that no piers may be extended to a length more than ninety feet (90') and in no way shall block or impede the flow of traffic in Fore Bay.
- b. The seventy-two foot (72') pier located in the area described in paragraph 1(a) above,
- c. The room used for Commercial office space/storage/and the sale of marine supplies in the northeast corner of the Riviera building.
- d. Pier No. 3, known as the East pier, together with such unobstructed and uninterrupted use as is reasonably necessary of the operation of the business of the Lessee and its use of the leased premises of the water adjacent, under, and surrounding said Pier, including the bed of the lake and the air space above the surface. The City or their designee shall maintain and operate all outside lighting on and connected with the leased premises. Lessee shall be responsible for any damage caused by lessee's vessels docked and secured to ~~o~~ said Pier. Lessee shall not make any changes to Pier nor construct any structure on, near or under the pier without obtaining written City approval in advance. The use of Pier No.

3 is subject to the provisions of paragraph 2 below.

- e. An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto.) Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake.
- f. Four (4) boat slips located on the east side of the Riviera (see boat slip location drawing attached hereto.)

2. The Lessee will have the right to use the west side of Pier No. 3 which shall be used for daytime public parking. It is understood the Lessee will charge for daytime parking. It is further understood that the Lessee shall be allowed the use of Pier No. 3 for overnight parking. It is understood that the Lessee may charge for overnight parking. The aforesaid leased premises shall be for the exclusive use by the Lessee for dockage and the transaction of business necessary and convenient in the conduct of its charter and boat business, except that the area described in subparagraph “d” above, shall be used in common with the general public who may use the pier, including fishing to the extent that that activity does not interfere with the Lessee’s business. Nothing herein contained is intended to create any rights in the general public that do not already exist. Subject to maintenance and special events authorized by the City, the lessee and public shall have complete, free, uninterrupted and unobstructed access to the leased premises over and above all approaches leading to said premises either by the walks on the East and West side of the Riviera building and to Wrigley Drive and Broad Street or through the concourse running from the North and South of the Riviera building when said concourse is open to the public and not secured by security gates or devices.

3. The Lessee must comply with all DNR and NFPA regulations pertaining to the fueling of boats on inland lakes. This includes having a proper caddy for transporting the fuel from a vehicle to the boats and the removal of the caddy from the premises after fueling is complete. The fuel caddy may only remain on the premises for actual fueling of the Lessee’s boats. Lessee shall comply with all City fire and safety regulations. Any and all liability for injury to persons or property as a result of Lessee’s fueling of boats on the premises shall be borne solely by the Lessee. Lessee shall assume all liability for

damage to persons or property for any fuel spillage, or damage emanating from use of the fuel tanks, and shall be solely responsible for any and all damages excepting any damages caused by the City or the City's agents, employees or contractors. Further, Lessee shall indemnify and hold City harmless from any and all claims including reasonable attorney's fees incurred by the City in defending any such claims arising out of the use or maintenance of any fuel tanks, and equipment owned and maintained by Lessee on City property.

4. It is expressly understood and agreed that Lessee shall have the right to use the above described areas for the following:

- a. The exclusive right to rent from the premises, power and other boats for boat rides, water skiing, and water sports in general; crafts shall not exceed thirty feet (35') in length (exclusive of Gage Marine rights).
- b. The exclusive right to rent at Rivera premises sailing craft, with or without motors, (exclusive of Gage Marine Rights).
- c. The exclusive right to carry from the premises passengers for hire in sailing craft, with or without motor; ~~Crafts shall not to exceed thirty feet (35') in length. (exclusive of Gage Marine Rights.)~~
- d. Lessee shall have the right to rent wave runners, jet skis, or similar personal watercraft.
- e. Lessee SHALL NOT SUB-LEASE any portion of the rental space (except that area on Pier 3 as defined in section 2) without the written approval of the lessor.

5. The said Lessee shall not obstruct the common ways and shall keep the premises in a neat, sanitary, and presentable condition at all times.

6. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys.

7. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City

directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of this lease agreement

8. Lake Geneva Boat Lines, Inc., shall be responsible for wear and tear as a result of Lessee's use of the premises but not for wear and tear on the piers resulting from the public's use of the property who are not employees or customers of Lessee. Lessee shall further be responsible for damage to piers by Lessee's equipment, customers, or employees. The Lessee will be responsible for normal cleaning and sanitation of the leased pier areas, provided, however, the Lessee shall not have any cleaning or sanitation responsibilities during the months of November, December, January, February and March of each year.

9. The term of this lease shall be five (5) seasons, commencing April 1, 2022. The Lessee's seasonal occupancy of premises shall commence April 1 and ending November 15 of each year. The Lessee shall have the option to renew this lease for an additional five (5) years on terms agreeable to both parties. Notice of intent to renew this lease shall be provided in writing to the City no later than October 15th, 2025. City shall have the right to terminate this lease if Lessee fails to provide timely notice of renewal or if the parties are unable to agree upon terms for the renewal.

10. Rental payment for the first year of this lease for Pier No. 3, and the other locations describe in 1, a, b, c, d, e and f shall be in the amount of \$68,004.23.

11. The parties agree that the rent for the above-described premises shall be increased at the rate of 3% per year.

12. Annual rent described above includes unlimited use of the City of Lake Geneva boat launch for launching and retrieving boats used by Lessee in the normal course of business as described in sections above. In no event shall Lessee be entitled to unlimited use of the Lake Geneva Boat launch to launch and retrieve boats from remote premises which are not moored at the premises.

13. Lessee agrees to indemnify and hold City harmless from any and all claims arising from Lessee's use of the commercial buoys, slips and all premises described in this lease agreement which indemnity shall include all costs and reasonable attorney's fees incurred by the City in defending any such claims.

14. The parties agree that parking in the Riviera Drive shall be limited to one parking space on the west side of the property adjacent to the Riviera Beach fence. No other parking shall be permitted.

15. All rents unless specified otherwise herein shall be paid in two (2) installments of one-half ($\frac{1}{2}$) each with the first installment due on July 15 of each Lease year and the second installment due on August 15 of each Lease year.

16. The said Lessee shall obtain public liability insurance in the aggregate amount of One Million and no/100 Dollars (\$1,000,000.00) covering the event of death or personal injury, and in the aggregate amount of One Hundred Thousand and no/100 Dollars (\$300,000.00) covering the event of property damage and said Lessee shall name the City an additional insured for the indemnities provided herein and furnish a certificate of such insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within fourteen (14) days of the execution of this Lease. The policy shall provide for a thirty (30) day notice in the event of cancellation or nonrenewal.

17. The City shall not be held responsible or liable for any damage or loss to the Lessee's property or business.

18. It is understood and agreed that if the Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes set forth above or shall fail to pay the rent when due, and, if the Lessee shall fail to cure the same within 14 days of written notice to the Lessee (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Lessee initiates said cure within said time and diligently pursues said cure), then the Common Council of the City of Lake Geneva may terminate this lease. The business of the Lessee is to be conducted in a business-like fashion insuring the safety of the public and the adherence to all local, state and federal ordinances or statutes. In the event the public safety is endangered or the public laws violated and if the Lessee shall fail to cure said endangerment or violation within 14 days of written notice to the Lessee (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Lessee initiates said cure within said time and diligently pursues said cure), then the Common Council of the

CITY OF LAKE GENEVA may terminate this Lease.

19. It is further provided that no assignments or sale of the Lessee's rights under this Lease shall be made either by the Lessee or through voluntary assignment or bankruptcy, or under execution, and any attempt of voluntary or involuntary transfer shall render this Lease null and void.

20. It is agreed between the parties that construction of any new improvements by the Lessee may not be done without the written consent of the CITY OF LAKE GENEVA.

21. The Lessee agrees not to change any locks installed in doors, passages, service cabinets or other real estate without the express written of the City. In the event any locks or keys have been changed by the Lessee in the past, the City shall have the right to require said locks or keys to be returned to their original condition at Lessee's expense. The City shall also have the right to require keys to any Lessee facility in the event of emergency including but not limited to fires or emergency repairs. The Lessee shall be responsible for all costs incurred for additional keys or lost keys under this provision.

The City shall require a deposit of Fifty Dollars (\$50.00) for each key requested. Said deposit shall be forfeited if a key is not returned or is lost.

22. The Lessee shall remove all trade fixtures upon the termination of the Lease. Fixtures that have been attached to the building in any way must be removed with any and all damages due to the attachment or removal being repaired by Lessee and corrected to the satisfaction of the City. Those fixtures that remain shall become the possession of the City following the Lessee's permanently vacating the premises. It is the responsibility of the Lessee to maintain their signs on the building in accordance with all applicable building and zoning regulations.

23. Lessee will file, obtain and renew an annual business license with the City of Lake Geneva during the term of this lease.

24. Any requirement in this Lease for approvals shall be deemed to require written approval from the appropriate party to the Lease. The officers or authorized agents or employees of the appropriate party to the Lease shall sign said approvals.

25. All parties have read this Lease and understand its terms and conditions and intend to be legally bound by all of the terms and conditions of the Lease.

26. It is understood and agreed by the parties that the facilities being leased are not public utilities.

27. If the premises leased hereunder or any part thereof is destroyed or damaged by tornado, fire or any other cause, the City agrees to use its best efforts to restore the premises. The Lessee's rental charges and license fee payment under the License Agreement shall proportionately abate, in whole or in part based upon the damage or destruction until completion of the repairs or rebuilding.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, LAKE GENEVA BOAT LINE, INC. has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

 have full authority to execute the same.

In Presence of:

CITY OF LAKE GENEVA

By: _____

Charlene Klein, MAYOR

Countersigned:

[L]
[SEP]

Lana Kropf , City Clerk

Approved as to Form:

Lake Geneva Boat Line, Inc.

[L]
[SEP] _____

By: _____ [L]
[SEP] Daniel S.

Draper, City Attorney

Kent Martzke, President

CORPORATE SEAL

Countersigned:

[L]
[SEP]

Secretary

Exhibit “A”



Office space at
Riviera Building
*Paragraph 1c

*Paragraph 1a & 1b

10 buoys
*Paragraph 1e

Four boat slips
*Paragraph 1f

Pier 3
(West
Side) for
paid boat
parking
(daytime)

Pier 3 (East side)
Used for pay,
overnight boat
parking (rental and
transit)

Pier 3; Paragraph 1d

Exhibit "A"

Lake Geneva Boat Line

VIPLY Solution for Boat Launch

- ✓ Credit Card kiosk and selections would remain the same
- ✓ Following is an example of how the VIPLY APP can be applied to the boat launch
 - Launch customer would use their SMART PHONE to complete the transaction AFTER they have launched and parked in the trailer parking lot
 - First selection; Resident or Non-Resident Pass to be purchased
 - Second selection; Size of boat and applicable fee
 - Purchase pass and directed to enter tow vehicle license plate number
 - Two different PLACARDS would be present in the parking lot
 - One for RESIDENT passes purchased
 - One for NON-RESIDENT passes purchased
 - Customer scans appropriate QR CODE per the boat length
 - Customer receives a specific CODE for the transaction and enters that code on hang tag
 - Customer places hang tag on code for Parking Enforcement to see



VIPLY

Viply resolves challenges by transforming Parks & Recreation Areas' visitor management process, sales, fee collection & marketing

Viply is a turnkey platform solution offering organizations an easy approach to offer digital entrance & self check-in passes via it's free smartphone consumer app. (**95% use smartphones**)

- Offer Park Entrance, Recreation & Permit Passes via app
- Track / Scan-In visitors by entrance / check-in point location (even if unattended)
- **Self service check-in is now made easy**
- Fully Automated – Purchasing, Tracking, Auto Deposit, Detailed Reporting
- No capital costs and No additional operational / resource costs
- Attain 100% data capture - Track visitor behavior and insights
- Market and Notify on events, available passes or important announcements

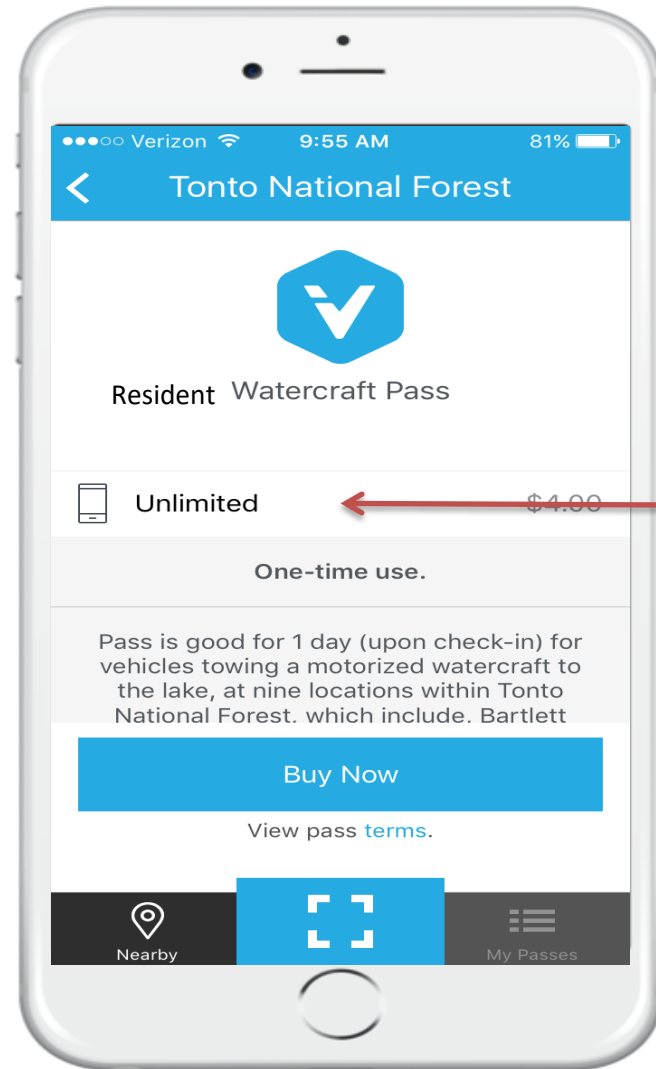
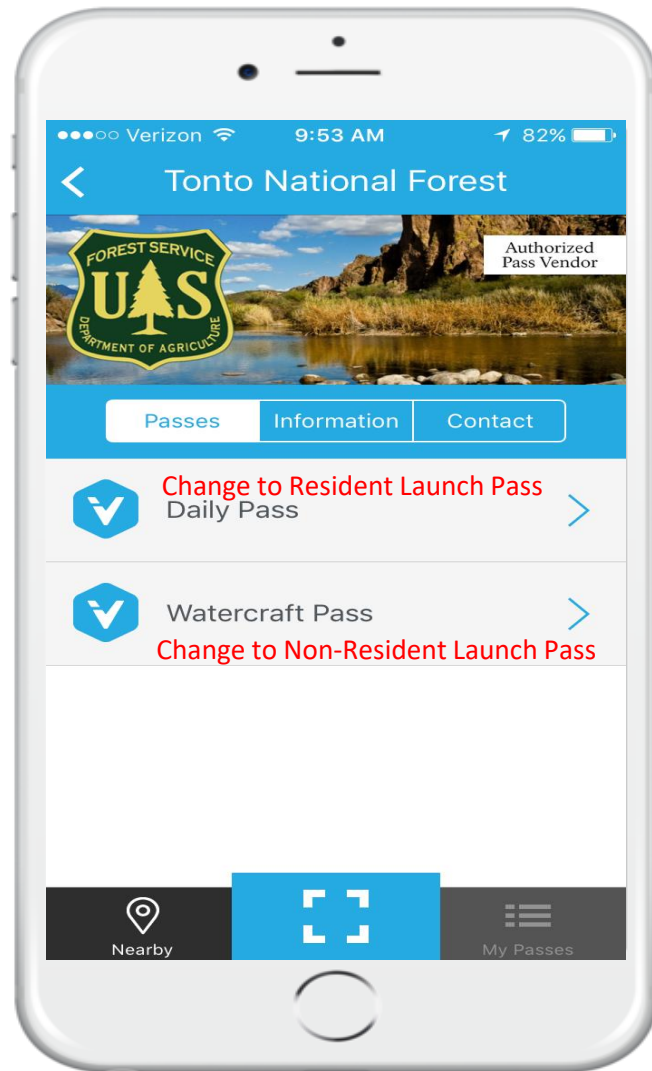
NO upfront or ongoing costs, NO technology investment, NO resource uplift,
NO connectivity or integration points necessary, NO hardware, NO Risk

Use Case

U.S. Forest Service Tonto National Forest

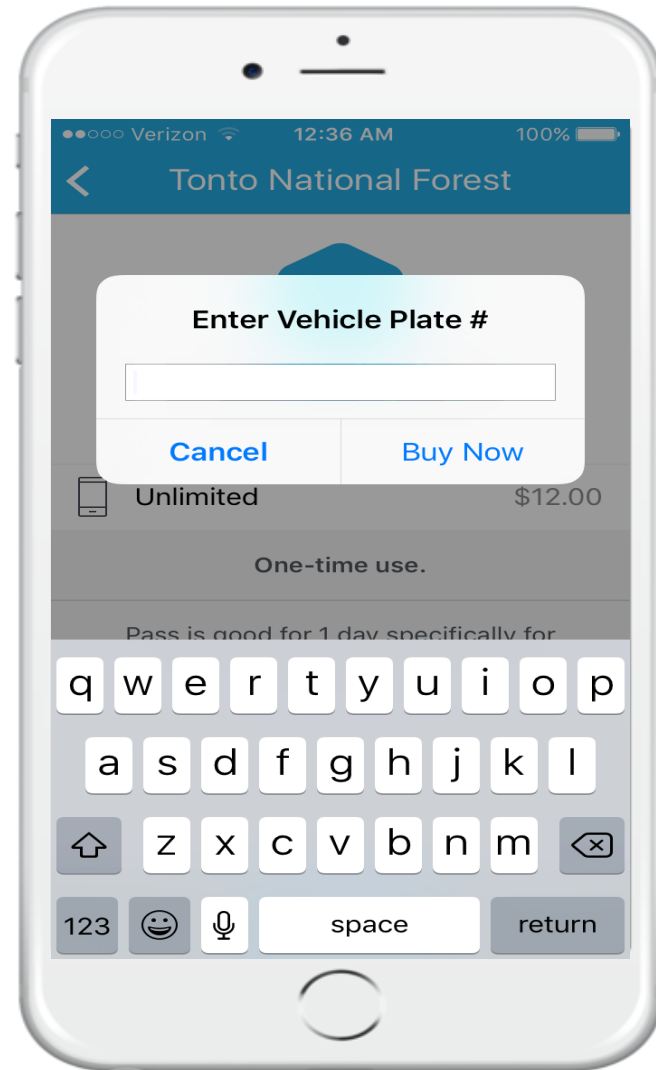
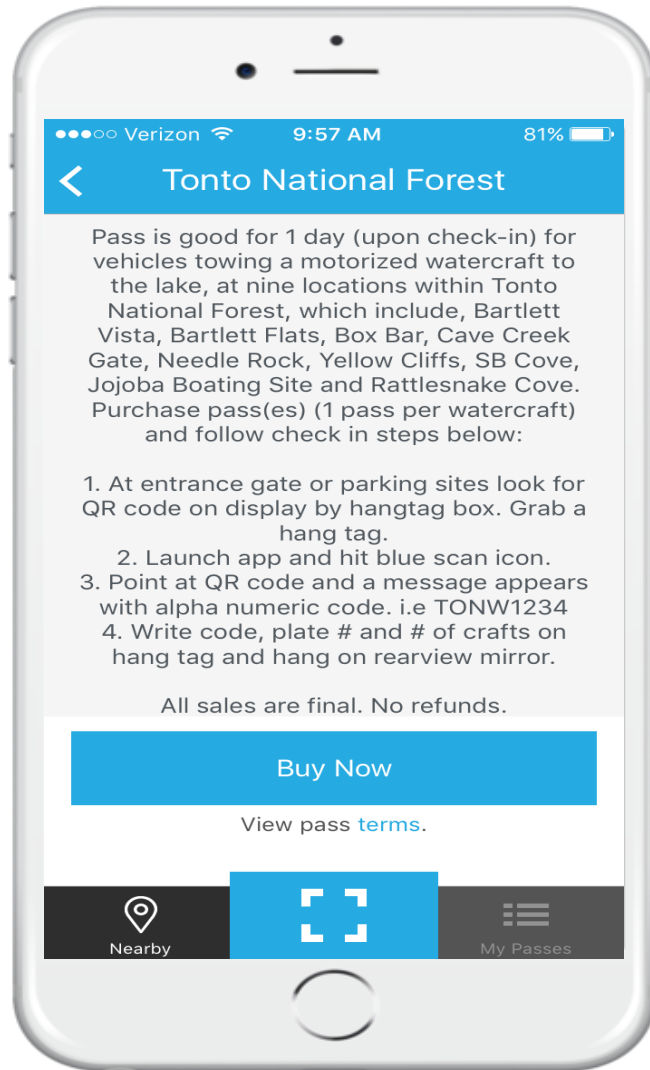


At Tonto, visitors gain quick access and easily purchase park passes and self check-in

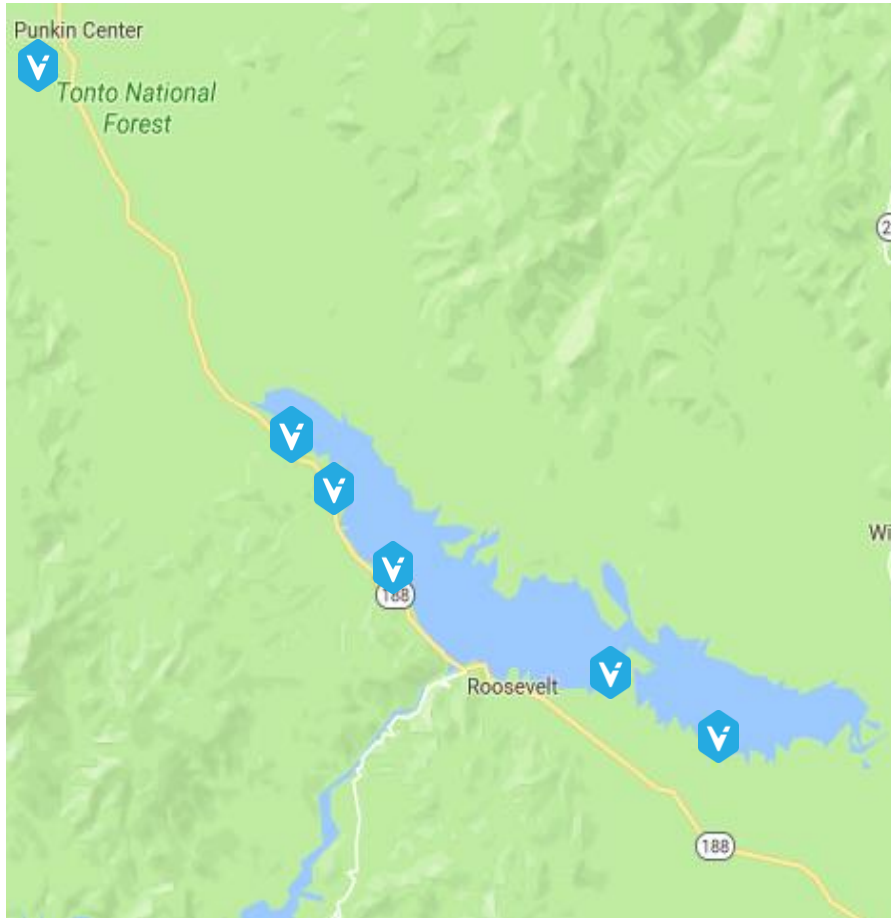


This would list the four sizes and fees. Select one that applies to size

At Tonto, visitors gain quick access and easily purchase park passes and self check-in



Strategically placed 'Viply' self serve placards locations streamlines purchase, check-in, and visitor tracking: No need for Hardware, Power or Cabling



Watercraft Day Pass
(Cholla Campground)



Create unique QR
code by location for
tracking visitors.



For **Self Check-In**: At Tonto, Viply placards with hangtag boxes are posted at designated sites w/ check-in directions



Daily Pass



Tonto National Forest Passes

Location: Bartlett Vista

Get your Tonto passes on the Viply app.



VIPLY



Watercraft Pass

How it works:

1. Download free **Viply** app from iTunes or Google Play.
2. Find 'Tonto' and purchase a Daily and (if applicable) Watercraft Pass(es).
3. Keep app open and **tap bottom blue scan icon button** or 'Scan Now' button.
4. **Point at correct QR code (DAILY OR WATERCRAFT)** and message appears with **alpha numeric code**.
5. **Write code, vehicle plate # and # of crafts (if any) on hang tag.**
Hang visibly on rearview mirror.

Questions: E-mail support@viplypass.com or call 732-800-1771.

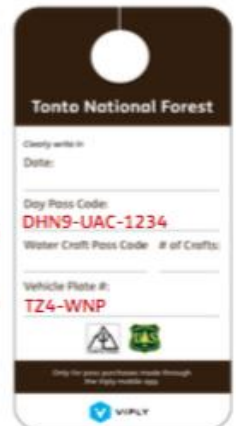
NOTE: Your credit / debit card statement will show charges as **BT-TONTO NF**. All sales are final. No refunds.

Passes purchased via Viply **CAN ONLY BE USED** at the following locations within Tonto: **Bartlett Vista, Bartlett Flats, Box Bar, Cave Creek Gate, Needle Rock, Yellow Cliffs, SB Cove, Jajoba Boating Site and Rattlesnake Cove.** These passes **CANNOT BE USED** at any developed Tonto campground.



Write in code here

You must write in your vehicle plate # here.



For **Self Check-In**: At Tonto, Viply placards with hangtag boxes are posted at designated sites w/ check-in directions

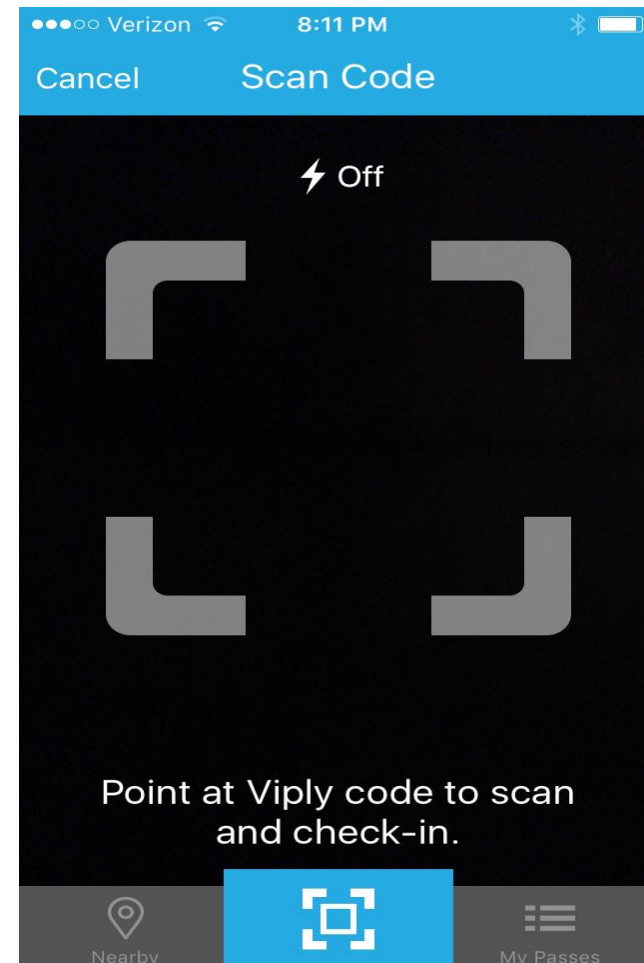


One placard for **RESIDENT** passes, One placard for **NON-Resident** passes.

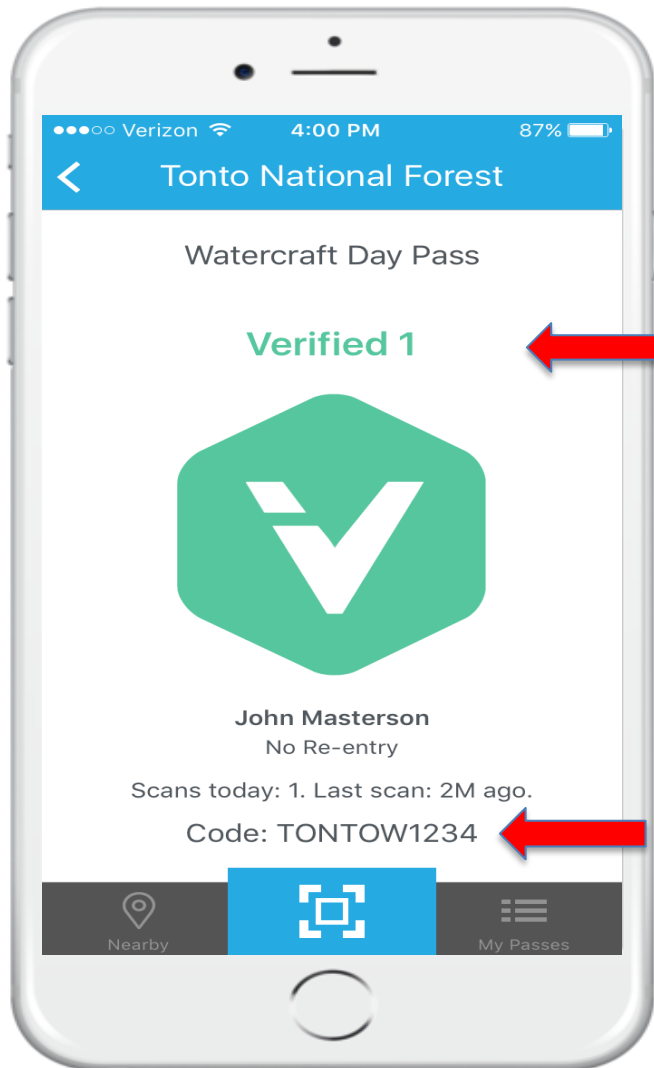
Each placard would have a QR code for each fee

Example: <20'
20' to <26'
≥ 26'

At Tonto, visitors launch Viply's app and simply scan-in off the appropriate pass QR code on display



An animated validation screen appears with a specialized code which visitors enter on vehicle hang tag



of crafts
to check-in

Visitor enters
code on vehicle
hang tag along
with plate #

The vehicle hang tag is a white rectangular card. At the top, it features the USDA logo, a black circular hole for a string, and the U.S. Forest Service logo. Below these is a mountain icon with a cactus and the text 'TONTOW PASS'. The main title is 'Tonto National Forest Discovery Pass'. Underneath, it says 'Clearly write in'. The 'Date:' field is filled with '12 / 20 / 17'. The 'Day Pass Code:' field is empty. Below this, there are two columns: 'Water Craft Pass Code' with the value 'TONTOW1234' and '# of Crafts:' with the value '1'. The 'Vehicle Plate #:' field is filled with 'UNP 44T'. At the bottom, it states 'USDA is an equal opportunity provider, employer and lender.' and 'Only for pass purchases made through the Viplly mobile app.' The Viplly logo is at the very bottom.

Our solution's simplicity offers both user & venue issue free experience vs. **Fee Tubes & Kiosks systems**

Fee Tubes & Kiosks systems

- Large upfront costs – hardware, implement
- Ongoing IT investment or Service costs
- Management resource uplift
- Integration points to current systems
- Connectivity and Power needed
- No visitor data collection / No Marketing
- System Failure
- High exposure – Locked into investment



- No upfront costs and no hardware invest
- No ongoing costs and support is free
- No additional management resources
- No system integration points necessary
- No connectivity costs or issues
- Captures visitor data / market direct
- Non concern
- No risk or exposure



Cost Comparison:

Viply vs. Fee Tubes (Iron Ranger) & Payment Kiosks

	<u>Fee Tube*</u>	<u>Kiosks**</u>	<u>Viply***</u>
Equipment / Material (per unit)	\$1,500	\$55,000 ave.	\$ 0
Shipping & Installation (per unit)	\$500	\$5,500 ave.	\$ 60***
Annual Maintenance (per unit)	\$ 0	\$3,000 ave.	\$ 0
Fee Collections (per unit annually)	\$3,000	\$?	\$ 0
Total:	\$5,000	\$63,500	\$ 60

* Based on a 2006 Bureau of Land Management, (Oregon Region) requisition and estimated cost of 'Iron Ranger' fee tubes including vault costs Insert costs (2 per unit), and shipping costs. Installation is rough estimate. Fee collections is based on Armor Service (3rd party) collection with monthly pick up frequency and deposit.

** Costs based on blended average of several state and municipal entities kiosk purchases, including the State of Alaska Park Services, City of San Diego Park & Recreation Services, and State of Florida Park and Recreation Services from 2014 – 2016.

*** Installation may require iron or wood post attachment with a cost typically lower than \$60 per location.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Invoice.Payment due date = 01/05/2022,01/12/2022,01/13/2022

[Report].Invoice GL Account (2 Characters) = {<>} 61

[Report].Invoice GL Account (2 Characters) = {<>} 62

Check Issue Date	Check Number	Vendor Number	Payee	Amount
01/05/2022	78256	2354	CULLIGAN OF BURLINGTON	114.00
01/05/2022	78257	2899	LIBRARY SUPPLY SOLUTIONS LLC	468.00
01/05/2022	78258	6373	MANITOWISH RIVER STUDIO TRAILS NORTH	18.95
01/05/2022	78259	2977	MIDWEST TAPE	193.89
01/05/2022	78260	3128	PELLER INVESTMENTS LLC	4,000.00
01/05/2022	78261	3232	RHYME BUSINESS PRODUCTS	611.72
01/05/2022	78262	3233	RHYME BUSINESS PRODUCTS	144.09
01/12/2022	78343	2273	CHASE CARD SERVICES	2,809.34
01/12/2022	78344	3001	SECURIAN FINANCIAL GROUP	2,445.40
01/12/2022	78345	5326	STEPHANIE LYNN LAKE GENEVA LLC	5,332.00
01/12/2022	78346	5874	UNIQUE	26.85
01/12/2022	78347	5001	VERIZON WIRELESS	76.02
01/12/2022	78348	5336	WT COX INFORMATION SERVICES	2,550.31
01/12/2022	78349	5160	YMCA	9,180.00
01/12/2022	78350	2046	ALLIANT ENERGY	21,880.08
01/13/2022	78351	5119	STATE OF WISCONSIN	3,367.98
01/13/2022	78352	5036	WALWORTH COUNTY TREASURER	1,284.98
01/13/2022	78357	3024	MUTUAL OF OMAHA	2,825.77
01/13/2022	78359	19	DIGGERS HOTLINE	29.70
Grand Totals:				57,359.08

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-00-00-13100	.00	.00	.00
01-00-00-13110	4,000.00	.00	4,000.00
01-00-00-21100	.00	4,000.00-	4,000.00-
11-00-00-16100	422.50	.00	422.50
11-00-00-21100	.00	39,799.38-	39,799.38-
11-00-00-21340	2,270.67	.00	2,270.67
11-00-00-21555	1,536.25	.00	1,536.25
11-00-00-21562	944.85	.00	944.85
11-00-00-21564	344.67	.00	344.67
11-10-00-51330	174.73	.00	174.73
11-10-00-55000	14.77	.00	14.77
11-12-00-24200	1,284.98	.00	1,284.98
11-12-00-24240	3,367.98	.00	3,367.98
11-15-10-54500	211.15	.00	211.15
11-16-10-52220	2,998.69	.00	2,998.69
11-16-10-55310	611.72	.00	611.72
11-21-00-52220	45.58	.00	45.58

Dated: 1/18/2022Mayor: *Andrea Klein*

City Council: _____

John Junker
Roy H. ...
Robert ...

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Invoice.Payment due date = 01/05/2022,01/12/2022,01/13/2022

[Report].Invoice GL Account (2 Characters) = {<>} 61

[Report].Invoice GL Account (2 Characters) = {<>} 62

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "12312021B","12312021D","01192022","01192022A"

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

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

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
AURORA EAP				
IN 24579	12/29/2021	1ST QTR 2022 FEE	11-10-20-51350 EAP PROGRAM	937.50
Total AURORA EAP:				937.50
BATZNER PEST CONTROL				
3261341	12/30/2021	PEST CONTROL-DEC	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	130.00
Total BATZNER PEST CONTROL:				130.00
BUMPER TO BUMPER AUTO PARTS				
662-451456	12/29/2021	SALTER LITE-SPREADER #125	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	6.39
662-451704	01/04/2022	LITE CONNECTOR	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	9.89
662-452103	01/13/2022	WIPERS-#133	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	24.18
Total BUMPER TO BUMPER AUTO PARTS:				40.46
CDW GOVERNMENT INC				
Q324302	12/30/2021	FIREWALL-PHONE SYS UPG/ST	50-00-00-58000 MISC/COMP EQUIP PURCHASES	841.14
Total CDW GOVERNMENT INC:				841.14
CELEBRATION ON WELLS				
12/31/21	12/31/2021	CATERING-NYE GALA	40-55-40-53000 TOURISM GRANT FUNDS EXP	8,200.00
Total CELEBRATION ON WELLS:				8,200.00
CES				
LKG/073746	10/07/2021	OCC SENSOR-COBB PARK	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	28.54
LKG/074944	12/07/2021	1070 CAREY-FUSES/ELECTRIC	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	128.70
LKG/075491	01/10/2022	CLAMP FOR WALL	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	9.83
Total CES:				167.07
CGC INC				
60933	12/26/2021	DISC GOLF BRIDGE	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	2,381.71
Total CGC INC:				2,381.71
CINTAS CORP				
5091067208	01/11/2022	FIRST AID CABINET RESTOCK	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	85.29
Total CINTAS CORP:				85.29
CIVIC PLUS LLC				
220922	01/01/2022	CIVICENGAGE-1ST INSTALLME	43-16-10-17010 CITY HALL CAPITAL PROJECTS	4,322.71
220933	01/01/2022	CIVICCLERK-1ST INSTALLMENT	43-16-10-17010 CITY HALL CAPITAL PROJECTS	5,590.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CIVIC PLUS LLC:				9,912.71
CIVIC SYSTEMS LLC				
CVC21372	12/17/2021	CIVIC SUPPORT FEES-JAN-JUN	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	4,382.50
Total CIVIC SYSTEMS LLC:				4,382.50
DUNN LUMBER				
979533	12/29/2021	PULL ROPE-BLOWER	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	.87
982741	01/04/2022	KEROSENE HOSE	11-32-10-53410 VEHICLE-FUEL & OIL	7.11
982872	01/04/2022	RIVETS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	8.49
984100	01/06/2022	GRINDER,CAULK	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	78.77
984416	01/06/2022	TARP CORDS-WAGON COVER	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	57.98
985716	01/10/2022	PAINT-GARBAGE CANS	11-52-00-53520 GROUNDS MAINT SUPPLIES	52.12
986516	01/11/2022	PLYWOOD-BUILDING MATERIA	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	167.48
986591	01/11/2022	VISTORS CENTER-DOOR REPA	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	1.72
986591	01/11/2022	BATTERIES-PLOW CONTROL	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	8.99
986867	01/11/2022	NUTS,BOLTS-SIGN SUPPLIES	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	48.93
986878	01/11/2022	DRILL BIT-CHAMBER BATH	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	4.69
987069	01/11/2022	TRK PARTS-#41/#135	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	69.41
987946	01/12/2022	TOILET SUPPLY LINE	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	8.19
988117	01/12/2022	SENSOR-DT ST LIGHTS	11-34-10-52610 STREET LIGHTS REPAIRS	12.99
Total DUNN LUMBER:				527.74
ELKHORN NAPA AUTO PARTS				
253713	01/05/2022	BATTERIES-JACOBSEN MOWE	11-52-01-59520 GROUNDS MAINTENANCE SUPPLIES	226.04
253831	01/06/2022	DIESEL CANS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	49.76
253887	01/06/2022	JUMP PAC	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	375.00
253935	01/07/2022	HEADLIGHT	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	33.98
254348	01/11/2022	HOOD HEADLIGHT	11-32-10-53410 VEHICLE-FUEL & OIL	10.00
Total ELKHORN NAPA AUTO PARTS:				694.78
FASTENAL COMPANY				
WIELK168064	12/13/2021	SHOP SUPPLIES	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	35.96
Total FASTENAL COMPANY:				35.96
FEDERAL SIGNAL CORP				
7916760	12/13/2021	STORM SIREN SOFTWARE	11-29-00-58100 EQUIPMENT OUTLAY	3,000.00
Total FEDERAL SIGNAL CORP:				3,000.00
FLOWER, JIM				
REIMB 12/21	01/07/2022	REIMB-485 MILES DEC	11-24-00-53300 BLDG INSPECTOR TRAVEL-MILEAGE	271.60
Total FLOWER, JIM:				271.60
HE STARK AGENCY INC				
6089-PARK 12/	12/31/2021	COLLECTION FEES-DEC	42-34-50-52160 CALE CC AND COLLEC FEES	312.50
Total HE STARK AGENCY INC:				312.50
ITU ABSORB TECH INC				
7837929	01/07/2022	MATS,RAGS,COVERALLS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	89.66

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
7837930	01/07/2022	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	125.97
Total ITU ABSORB TECH INC:				215.63
JOHNS DISPOSAL SERVICE INC				
785728	01/06/2022	JAN SVC	11-36-00-52940 SOLID WASTE-RESIDENTIAL	33,279.86
785728	01/06/2022	JAN SVC	11-36-00-52970 SOLID WASTE-RECYCLING	18,258.86
Total JOHNS DISPOSAL SERVICE INC:				51,538.72
KAESTNER AUTO ELECTRIC CO				
357196	01/05/2022	SHOVELS,FORKS,SCRUB BRU	11-52-00-53400 PARKS OPERATING SUPPLIES	416.87
357196	01/05/2022	HAMMER SET	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	46.99
357316	01/10/2022	FORKS	11-52-00-53400 PARKS OPERATING SUPPLIES	97.98
Total KAESTNER AUTO ELECTRIC CO:				561.84
KENOSHA CIRCUIT COURT				
WARRANT-SM	01/07/2022	WARRANT-SMITH	11-12-00-24280 COURT FINES-OTHER	700.00
Total KENOSHA CIRCUIT COURT:				700.00
LAKE GENEVA UTILITY				
405 ELMWOO	12/30/2021	405 ELMWOOD AVE	45-00-00-24520 WATER IMPACT FEES	1,690.00
405 ELMWOO	12/30/2021	405 ELMWOOD AVE	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				3,555.00
LANGE ENTERPRISES INC				
78919	01/05/2022	EDWARDS/TOWNLINE SIGNS	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	177.04
Total LANGE ENTERPRISES INC:				177.04
LEEP SIMENTAL, MAIRA				
REIMB 1/5/22	01/05/2022	REIMB OPS LIC OVPD 2021 FD	11-00-00-44110 OPERATOR LICENSES	25.00
Total LEEP SIMENTAL, MAIRA:				25.00
MENARD CONSULTING INC				
2211	01/05/2022	GASB 75 ACTUARIAL VAL-ROLL	11-15-10-52120 ACCTG CONSULTANT FEES	200.00
Total MENARD CONSULTING INC:				200.00
MONROE TRUCK EQUIPMENT				
5468015	01/05/2022	TRK WORK LIGHT	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	70.08
Total MONROE TRUCK EQUIPMENT:				70.08
MUNICIPAL SERVICES LLC				
202202	12/31/2021	SUB INSPECTOR-2/28/21 SVCS	11-24-00-52190 CONTRACT BUILDING INSPECTOR	99.75
Total MUNICIPAL SERVICES LLC:				99.75
NEI-TURNER MEDIA				
15881	12/15/2021	AT THE LAKE-WEDDING GUIDE	40-55-10-53160 PUBLICATIONS & PROMOTIONS	900.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total NEI-TURNER MEDIA:				900.00
PATS SERVICES INC				
A-226301	12/22/2021	PORT A POTTY SVC-DEC	48-00-00-52260 CEM WATER/SEWER EXP	220.00
Total PATS SERVICES INC:				220.00
PFI FASHIONS INC				
337	12/15/2021	UNIFORMS	42-34-50-51380 PARKING UNIFORMS	437.82
Total PFI FASHIONS INC:				437.82
ROBERTSON, MADELINE				
REIMB15/22	01/05/2022	REIMB-OPS LIC OVPD 2021 FD	11-00-00-44110 OPERATOR LICENSES	25.00
Total ROBERTSON, MADELINE:				25.00
ROTE OIL COMPANY				
2133600208	12/02/2021	275.9 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	717.07
2133600209	12/02/2021	700.2 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	2,036.88
2136500212	12/31/2021	196.4 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	551.70
220070215	01/07/2022	400.3 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,164.48
220070216	01/07/2022	150 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	389.85
582139	01/01/2022	499 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,401.69
Total ROTE OIL COMPANY:				6,261.67
RUSSELL CESCHI INSPECTIONS LLC				
NOV/DEC 202	12/22/2021	COMM ELECTRIC INSP-NOV/DE	11-24-00-52190 CONTRACT BUILDING INSPECTOR	1,140.00
Total RUSSELL CESCHI INSPECTIONS LLC:				1,140.00
RYAN'S DANCE STUDIO LLC				
1/4/2022	01/04/2022	DANCE INSTRUCTOR-NYE	40-55-40-53000 TOURISM GRANT FUNDS EXP	300.00
Total RYAN'S DANCE STUDIO LLC:				300.00
SHRED-IT				
8000638787	12/25/2021	SHREDDING SVC-NOV	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	23.49
8000638787	12/25/2021	SHREDDING SVC-DEC	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	23.79
Total SHRED-IT:				47.28
SIGNATURE SIGNS LLC				
5759	12/21/2021	PARKING SIGNS/DECALS	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	2,745.00
Total SIGNATURE SIGNS LLC:				2,745.00
STATE OF WISCONSIN				
INV.64-246 12/	12/31/2021	COURT FINES-DEC 2021	11-12-00-24240 COURT FINES-STATE	3,077.00
Total STATE OF WISCONSIN:				3,077.00
STEP IT UP RENTAL LLC				
907	09/29/2021	CHAIR RENTAL-NYE RIV	40-55-40-53000 TOURISM GRANT FUNDS EXP	1,162.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total STEP IT UP RENTAL LLC:				1,162.50
STEPHANIE LYNN LAKE GENEVA LLC				
REIMB 12/21	01/06/2022	REIMB-ALLSEATED FLOOR PLA	40-55-10-53160 PUBLICATIONS & PROMOTIONS	534.00
Total STEPHANIE LYNN LAKE GENEVA LLC:				534.00
SYSTEMS DESIGN				
21620	01/05/2022	IRRIGATION SHUTDOWN-LIB P	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	225.00
21664	01/05/2022	IRRIGATION SHUTDOWN-RIVIE	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	362.50
21811	01/05/2022	IRRIGATION SHUTDOWN-CITY	11-16-10-52400 CITY HALL BUILDING REPAIRS	150.00
Total SYSTEMS DESIGN:				737.50
TITAN PUBLIC SAFETY SOLUTIONS				
5319	01/01/2022	TIPPS SOFTWARE/SUPPORT	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	5,858.00
Total TITAN PUBLIC SAFETY SOLUTIONS:				5,858.00
TJ'S PLUMBING & WATER SVC INC				
1610	01/03/2022	TESTING-RED PRESSURE ZON	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	105.00
Total TJ'S PLUMBING & WATER SVC INC:				105.00
TOTAL PARKING SOLUTIONS INC				
105587	12/17/2021	CMS MONITORING-JAN	42-34-50-54500 SUPPORT CONTRACTS	3,445.00
TOTAL PARKING SOLUTIONS INC:				3,445.00
UNITED LABORATORIES				
INV337882	12/30/2021	ORANGE GEL	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	1,490.40
Total UNITED LABORATORIES:				1,490.40
UNITED PUBLIC SAFETY INC				
UPS00047833	12/31/2021	AUTO OWNER LOOKUPS-DEC 2	42-34-50-54500 SUPPORT CONTRACTS	420.00
Total UNITED PUBLIC SAFETY INC:				420.00
VANDEWALLE & ASSOCIATES INC				
202112028	12/20/2021	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	1,271.25
202112028	12/20/2021	CITY ZONING	11-69-30-52180 ZONING CODES	1,458.75
Total VANDEWALLE & ASSOCIATES INC:				2,730.00
WALWORTH COUNTY TREASURER				
INV.64-246 12/	12/31/2021	COURT FINES-DEC 2021	11-12-00-24200 COURT FINES-COUNTY	898.26
Total WALWORTH COUNTY TREASURER:				898.26
WISCONN VALLEY MEDIA GROUP				
55146	01/05/2022	LN-978 N KNOLL LN VARIANCE	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	28.36
55147	01/05/2022	LN-875 GENEVA PKWY ZNG AM	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	48.76
55148	01/05/2022	LN-875 GENEVA PKWY ANNEX	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	47.54
55149	01/05/2022	LN-201 N EDWARDS PIP	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	49.98
55150	01/05/2022	LN-244 BROAD ST PIP	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	62.55

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
55151	01/05/2022	LN-CUP 912-914 WILLIAMS ST	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	47.76
55152	01/05/2022	LN-GUAC STAR LIQ LIC	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	43.73
55153	01/05/2022	LN-CUP 925 MAYTAG RD	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	48.98
84970-1	12/26/2021	BANNER AD ONLINE-REG NEW	40-55-40-53000 TOURISM GRANT FUNDS EXP	474.34
Total WISCONN VALLEY MEDIA GROUP:				852.00
ZIYAD, NEMER				
RFD 1/7/22	01/07/2022	PARK TIX RFD-DBL PYMT	42-34-50-46320 PARKING TICKET PENALTIES	20.00
RFD 1/7/22	01/07/2022	PARK TIX RFD-DBL PYMT	42-34-50-46340 PARKING STALL TICKETS	20.00
Total ZIYAD, NEMER:				40.00
Grand Totals:				122,490.45

Dated: 1/18/2022Mayor: Charlene KleinCity Council: Joan ZupherKen HonigJanet Stohr

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "12312021B","12312021D","01192022","01192022A"

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

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

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: January 17, 2022

Agenda Item #6

Applicant:

Avalon Property LLC
875 Geneva Pkwy
Lake Geneva, WI 53147

Request:

Annexation of Tax Key No. NLY3100002

Description:

The applicant has submitted a petition for annexation by unanimous consent to the City of Lake Geneva. The subject property is currently part of the Town of Lyons and is owned by Avalon Property LLC.

The subject property is a 20-foot-wide strip of land running north-south and is 17,529 square feet in area (0.40 acres). It is adjacent to the City of Lake Geneva to the north, west, and south. The subject property is part of a remnant island of unannexed property, fully surrounded by the City. The proposed annexation would shrink the size of the town island, and thus is consistent with Wisconsin Statutes and case law. The remaining land to the east of the subject property will remain in the Town of Lyons.

The subject property is depicted for future City expansion in the City's Comprehensive Plan on Map 5, the Future Land Use Map. Therefore, the proposed annexation of the subject property is consistent with the City of Lake Geneva Comprehensive Plan. The Future Land Use Map recommends the future development of the subject property in the Planned Office future land use category.

In annexation is recommended, the Plan Commission should recommend a temporary zoning designation for the property. The applicant has requested the Planned Business Park (PBP) zoning district, as that is the zoning of the property immediately to the west under the same ownership. The *permanent* zoning of the subject property will require a separate City review process, as will any future development on the property.

Staff Review:

Staff notes that the proposed annexation is consistent with the Future Land Use Map of the City's Comprehensive Plan, which recommends Planned Office on the subject property. If the Plan Commission recommends annexation, this factor should be provided as an explanation for the favorable recommendation.

If the Plan Commission does not recommend annexation, I believe the best explanation is that the timing of the requested annexation is not ideal as that the adjacent territory to the east remains in the Town.

Action by the Plan Commission:

As part of the consideration of the proposed annexation, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed annexation;
- Provide an *explanation* for its recommendation; and
- Recommend a *temporary zoning district* (if annexation is recommended).

Suggested Motions:

- *Approve:* I recommend approval of the proposed *annexation for the applicant Avalon Property LLC., 875 Geneva Pkwy. Lake Geneva, for the property located at 875 Geneva Pkwy, for the 0.40 acre property located at Tax Key No. NLY3100002, currently located in the Town of Lyons,* because it is consistent with the City's Comprehensive Plan, and I further recommend Planned Business Park as the temporary zoning district.
- *Deny:* I recommend denial of the proposed *annexation for the applicant Avalon Property LLC. , 875 Geneva Pkwy. Lake Geneva, for the property located at 875 Geneva Pkwy, for the 0.40 acre property located at Tax Key No. NLY3100002, currently located in the Town of Lyons,,* because [provide rationale for denial].

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

pd#200 annex. filing
due 11/18/2021

ZONING MAP AMENDMENT

Name and address of Applicant:

Peter Juergens

N2689 Sunset Blvd.

Lake Geneva, WI 53147

Telephone No of Applicant: Area Code (414) 588-2909

Name and address of Current Owner:

Avalon Property LLC

875 Geneva Parkway North

Lake Geneva, WI 53147

Telephone No of Current Owner: Area Code () 262-248-2379

Address and legal description of property (required) - attach separate sheet if

necessary: 875 Geneva Parkway North

Legal description is attached hereto as Exhibit

A. Tax Key No. NLY 3100002

Zoning Classification change from (Township zoning) to Planned Business Park

Reason for requesting Proposed Amendment: Annexation

Proposed use of property: Addition to Existing Business

Fee of \$400.00 payable upon filing application.

Date

Signature of Applicant

PETITION FOR ANNEXATION

The “Petitioner”, Avalon Property LLC, does hereby petition the City of Lake Geneva, Wisconsin, to annex certain real estate, more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference, hereinafter the “Property”, to the City of Lake Geneva, which is to be detached from the Town of Lyons, County of Walworth, Wisconsin.

The Property, which is the subject of this Petition, is contiguous to the current boundaries of the City of Lake Geneva. A true and correct scaled map of the Property is attached hereto and incorporated herein by reference as Exhibit B.

Upon acceptance and approval of this Petition for direct annexation by unanimous consent of electors and property owners, subject to review by the State of Wisconsin, the property will be zoned Planned Business Park, as depicted on Exhibit C. The Petitioner notes that said requested zoning is in full conformance with the City of Lake Geneva’s Comprehensive Plan.

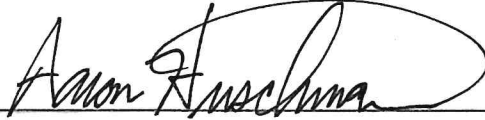
In further support of the Petitioner’s requests, a proposed annexation ordinance is attached hereto as Exhibit D.

Petitioner agrees to be responsible for five (5) years of property taxes that would otherwise be due by the City of Lake Geneva to the Town of Lyons. Petitioner has already further agreed to pay for services as set forth in Exhibit E.

This instrument constitutes a Petition for direct annexation pursuant to Section 66.0217(2), Wis. Stats. There are zero electors residing within the boundaries of the Property, and the Petitioner is the sole owner and fee title holder to the Property. Therefore, pursuant to Section 66.0217(4), Wis. Stats., no notice or publication is required.

A copy of this Petition is being mailed to the State of Wisconsin, Department of Administration, for review as required by Section 66.0217(6), Wis. Stats., along with the requisite Department of Administration annexation review fee.

Dated this day of 2020.

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

Avalon Property LLC
875 Geneva Parkway North
Lake Geneva, WI 53147
Telephone: 262-248-2379 ext. 107
Email: aaron@plasteengineering.com

ORDINANCE NO. _____

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, Avalon Property LLC. ("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 Lyons, 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 _____ day of _____, 20 _____, 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 Lyons, 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.

1. That the annexation of the Subject Territory to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
2. That the annexation of the Subject Territory will enable the City to regulate and control development of these lands which are contiguous to the City.
3. That, upon annexation, of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in Planned Business Park zoning district.

4. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the Planned Business Park Zoning District.
5. That the annexation of the Subject Territory does not create a town island under the provisions of Wis. Stat. §66.0221.
6. That the City is in need of additional lands suitable for business and residential development, as herein described, as and for this Subject Territory.

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 northern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the TR6, One-Two Family Residential Zoning District.
3. Those lands comprising the southern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the PB, Planned Business Zoning District.
4. Those lands comprising the Subject Territory shall be included within Supervisory District 11 of Walworth County and in Aldermanic District 3 of the City of Lake Geneva.
5. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
6. 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.
7. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

(signatures on following page)

Adopted, passed, and approved by the Common Council of the City of Lake Geneva,
Walworth County, Wisconsin, this _____ day of _____, 20_____.

Mayor

Attest:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION – LANDS CURRENTLY PART OF THE TOWN OF LYONS TO BECOME PART OF THE CITY OF LAKE GENEVA

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON PIPE STAKE FOUND MARKING THE WESTERLY--MOST CORNER OF OUTLOT 2 OF LAKE GENEVA BUSINESS PARK, A SUBDIVISION; THENCE ALONG THE BOUNDARY BETWEEN SAID OUTLOT 2 AND LOT 10 OF SAID SUBDIVISION, 75.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS N 70DEG 56MIN 53SEC E, 70.45 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID BOUNDARY, N 35DEG 00MIN 51SEC E, 107.55 FEET TO AN IRON PIPE STAKE; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 00DEG 58MIN 47SEC E, 45.64 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID OUTLOT 2, N 89DEG 52MIN 09SEC E, 10.06 FEET TO THE POINT OF BEGINNING; THENCE N 00DEG 57MIN 52SEC W, 877.78 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF U.S. HIGHWAY "12"; THENCE ALONG SAID HIGHWAY, S 82DEG 36MIN 15SEC E, 20.21 FEET TO AN IRON REBAR STAKE; THENCE S 00DEG 57MIN 52SEC E, 875.14 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE NORTHERLY BOUNDARY OF SAID OUTLOT 2; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 89DEG 52MIN 09SEC W, 20.00 FEET TO THE POINT OF BEGINNING.

ANNEXATION MAP & LEGAL DESCRIPTION

PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31, TOWN 2 NORTH,
RANGE 18 EAST, WALWORTH COUNTY, WISCONSIN



ANNEXATION
TOWN OF LYONS TO CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

WORK ORDERED BY -
AVALON PROPERTY LLC
875 GENEVA PARKWAY NORTH
LAKE GENEVA, WI 53147

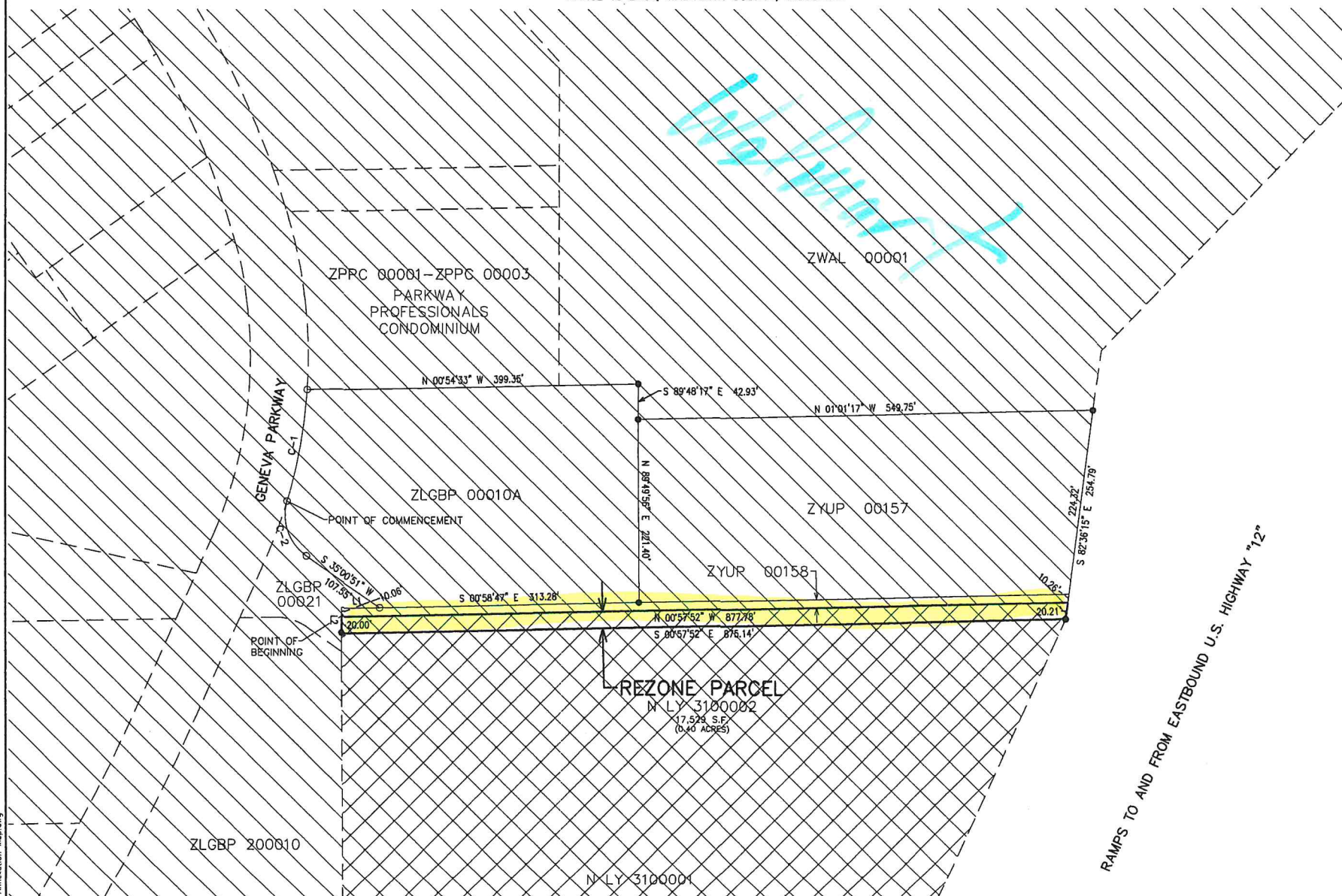
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 BODWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS

PROJECT NO.
10095
DATE:
06/11/2020
SHEET NO.
1 OF 1

STATE TRUNK
HIGHWAY "50"

RAMPS TO AND FROM EASTBOUND U.S. HIGHWAY "12"



MONUMENTATION LEGEND

- O = FOUND IRON PIPE STAKE
- = FOUND IRON REBAR STAKE

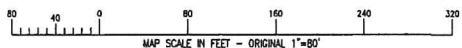
L1: N 00°58'47" W 45.64'
L2: S 89°52'09" W 30.06'
C-1: N 79°42'46" W C=137.25'
A=137.56' R=596.13'
C-2: S 70°56'53" W C=70.45'
A=75.29' R=60.00'

MUNICIPALITY LEGEND

- = CITY OF LAKE GENEVA
- = TOWN OF LYONS

LEGAL DESCRIPTION - LANDS CURRENTLY PART OF THE TOWN OF LYONS TO BECOME PART OF THE CITY OF LAKE GENEVA

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON PIPE STAKE FOUND MARKING THE WESTERLY-MOST CORNER OF OUTLOT 2 OF LAKE GENEVA BUSINESS PARK, A SUBDIVISION; THENCE ALONG THE BOUNDARY BETWEEN SAID OUTLOT 2 AND LOT 10 OF SAID SUBDIVISION, 75.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS N 70°05'51" E, 107.55 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID BOUNDARY, N 35°05'51" E, 107.55 FEET TO AN IRON PIPE STAKE; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 00°58'47" E, 45.64 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID OUTLOT 2, N 89°52'09" E, 10.06 FEET TO THE POINT OF BEGINNING; THENCE N 00°57'52" E, 87.78 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF U.S. HIGHWAY "12"; THENCE ALONG SAID HIGHWAY, S 82°36'15" E, 20.21 FEET TO AN IRON REBAR STAKE; THENCE S 00°57'52" E, 87.51 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE NORTHERLY BOUNDARY OF SAID OUTLOT 2; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 89°52'09" E, 20.00 FEET TO THE POINT OF BEGINNING.



RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a “Limited” Conditional Use Permit (CUP) filed by Williams Street Holdings LLC., 280 Stearns Rd., Fontana, WI, 53125 for a request to utilize the building located at 912 – 914 Williams St. as a Commercial Indoor Lodging land use in the General Business (GB) zoning district. Tax Key No. ZA85500002.			
Committee:	Plan Commission approved January 21, 2022		
Fiscal Impact:	N/A		
File Number:	22-R03	Date:	January 24, 2022

WHEREAS, the City Plan Commission has considered the application of by Williams Street Holdings LLC., 280 Stearns Rd., Fontana, WI, 53125 for a request to utilize the building located at 912 – 914 Williams St. as a Commercial Indoor Lodging land use in the General Business (GB) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on January 6, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Conditional Use Permit by Williams Street Holdings LLC., 280 Stearns Rd., Fontana, WI, 53125 for a request to utilize the building located at 912 – 914 Williams St. as a Commercial Indoor Lodging land use in the General Business (GB) zoning district,

Tax Key No. ZA85500002

to include all affirmative findings of fact and note staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 24th day of January, 2022.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: January 17, 2022

Agenda Item #8

Applicant:

Todd Birkholz
280 Stearns Road
Fontana, WI 53125

Request:

912-914 Williams Street, Lake Geneva, WI 53147
Proposed Limited Conditional Use Permit for
Commercial Indoor Lodging

Description:

The applicant is submitting a proposal for a “Limited” Conditional Use Permit (CUP) for Commercial Indoor Lodging land use for the property located at 912-914 Williams Street that will allow for a vacation rental. The proposed use is subject to the requirements of Section 98-206(4)(k) pertaining to Commercial Indoor Lodging land uses.

The subject property is zoned General Business (GB) and is recommended for *Central Business District* in the Comprehensive Plan.

This is a transitional area between business and single-family development. Surrounding properties are also zoned GB, but the westernmost portion of the subject property borders property zoned Single-Family (SR-4). In order to meet the bufferyard requirement adjacent to residential zoning, the applicant proposes a 6-foot-high solid wood privacy fence along west property line where not screened by the existing garage. The primary entrance faces Williams Street, away from the residential to the west.

The subject property includes an existing dry cleaning business (which will continue) with an apartment on the second story. The apartment will be updated and remodeled to accommodate a Commercial Indoor Lodging use with three bedrooms. No changes are proposed to the building exterior or parking.

Commercial Indoor Lodging land uses require one parking space per bedroom, which amounts to three parking spaces required. The site currently provides nine surface parking spaces and two garage spaces, for a total of 11 parking spaces, which is sufficient for both uses.

Staff Review:

The proposed use complies with all applicable requirements of Section 98-206(4)(k) pertaining to Commercial Indoor Lodging land uses and the Comprehensive Plan. Sufficient parking is provided onsite and the residential area to the west will be adequately screened.



Action by the Plan Commission:

As part of the consideration of the requested CUP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed Limited CUP;
- Include *findings* required by the Zoning Ordinance for Limited CUP; and,
- Provide specific suggested *requirements/conditions* to modify the project as submitted.

Required Plan Commission Findings on the CUP for Recommendation to the Common Council:

A proposed CUP must be reviewed by the standards, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any

other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
5. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Staff recommends the following *additional conditions of approval* be attached:
 - a. As a Limited Conditional Use, this approval shall be limited to the current property owner. The CUP shall automatically terminate in the event the property is sold.
 - b. A solid wood privacy fence 6 feet in height shall be installed along the westernmost property line adjacent to residential zoning.

Suggested Motions:

- *Approve:* I recommend approval of the proposed *Limited Conditional Use Permit for Todd Birkhoz, 280 Sterns Rd. Fontana WI 53125, for a proposed Commercial Indoor Lodging land use for the property located at 912-914 Williams St., in the General Business (GB) zoning district, Tax Key No. ZA85500002*, including the affirmative set of findings, and any additional conditions of approval recommended by staff.
- *Deny:* I recommend denial of the *proposed Limited Conditional Use Permit for Todd Birkhoz, 280 Sterns Rd. Fontana WI 53125, for a proposed Commercial Indoor Lodging land use for the property located at 912-914 Williams St., in the General Business (GB) zoning district, Tax Key No. ZA85500002*, because *[provide rationale for denial, based on substantial evidence]*.

Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

912-914 WILLIAMS STREET
LAKE GENEVA WI 53147 2A 855-0002

Name and Address of Current Owner: TODD BIRKHOFF

280 STEARNS ROAD, FONTANA WI 53147

Telephone No. with area code & Email of Current Owner: 214-245-6326

TBIRK76@GMAIL.COM

Owner Signature: Todd Birkhoff

Name and Address of Applicant:

TODD BIRKHOFF
280 STEARNS ROAD, FONTANA WI 53125

Telephone No. with area code & Email of Applicant: _____

Proposed Conditional Use: COMMERCIAL INDOOR LODGING

Zoning District in which land is located: GENERAL BUSINESS (GB)

Names and Addresses of architect, professional engineer and contractor of project:

Short statement describing activities to take place on site:

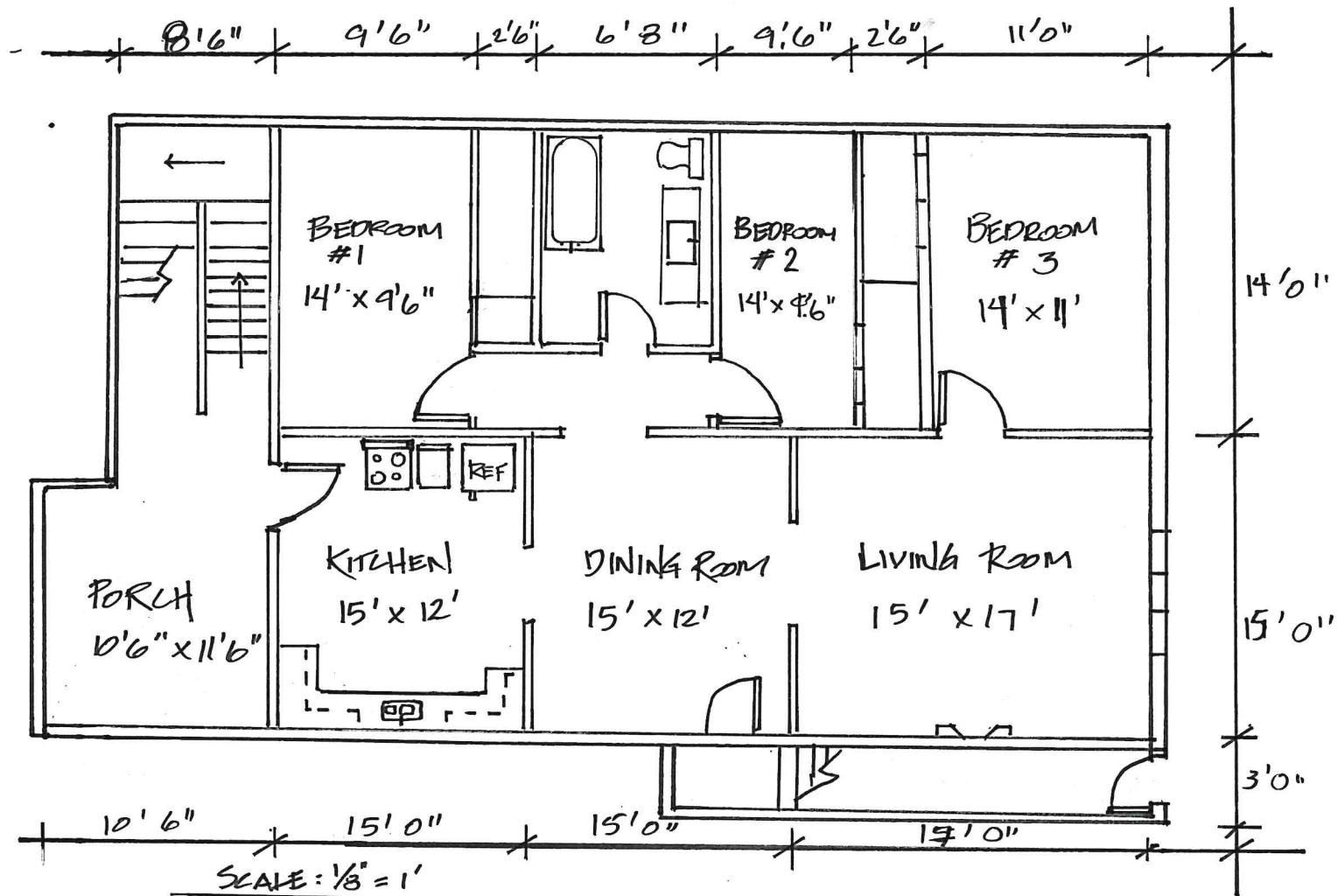
UTILIZING SECOND FLOOR FOR COMMERCIAL
INDOOR LODGING.

* ALL PARKING REQUIREMENTS ARE PROVIDED
ON SITE.

Conditional Use Fee payable upon filing application: \$400.00 [\$100.00 for Application Under Sec. 98-407(3)]

11/16/21
Date

Todd Birkhoff
Signature of Applicant



SECOND FLOOR APARTMENT LGLC

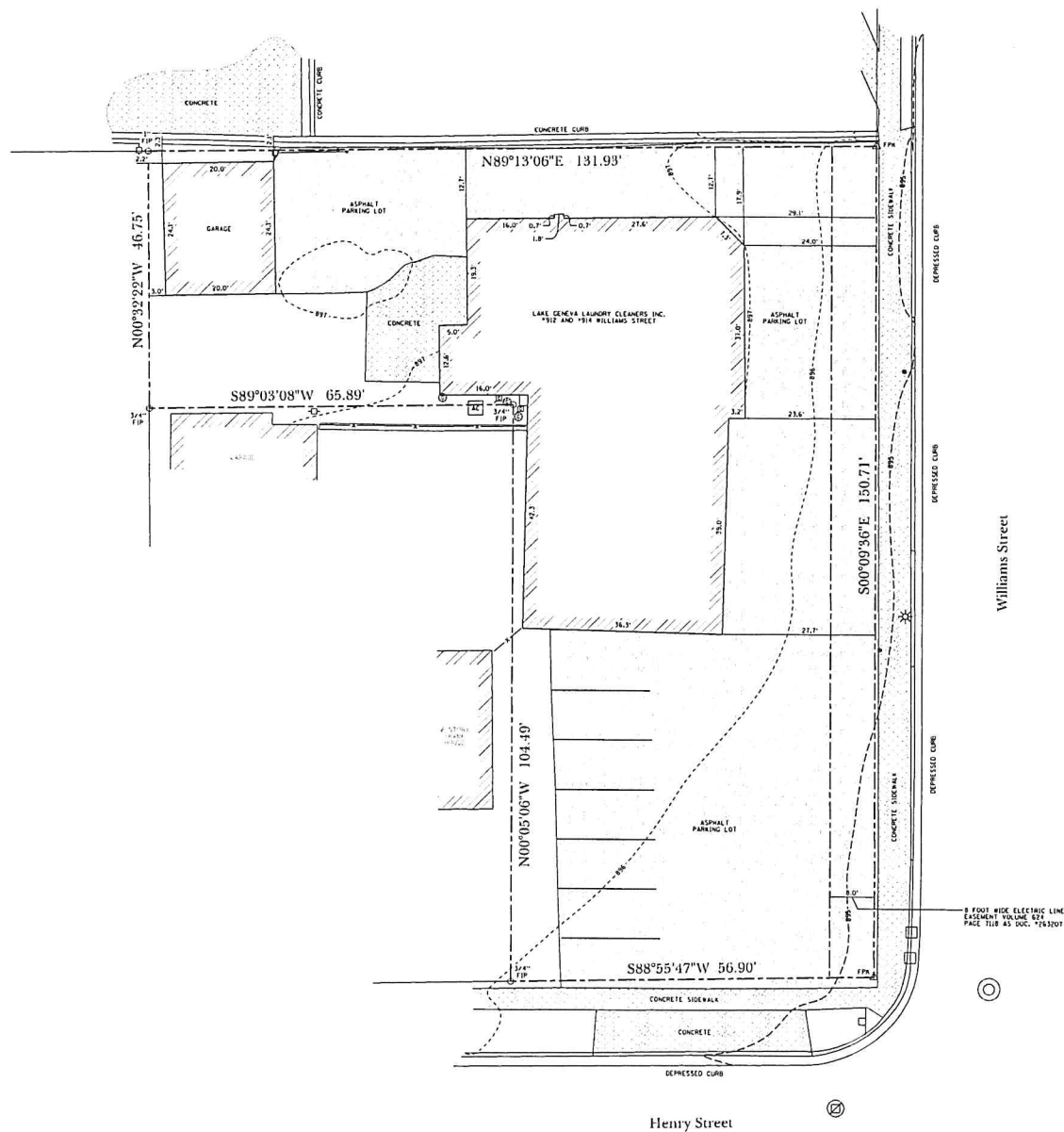
TODD BIRKHOFF
214-215-6326

912-914 WILLIAMS STREET
LAKE GENEVA WI 53125

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. 855, BEING A DIVISION OF LOT 1 AND LOT 2 OF RICH'S ADDITION TO THE CITY OF LAKE GENEVA, WALNORTH COUNTY, WISCONSIN, RECORDED OCTOBER 19, 1978 IN VOLUME 4 OF CERTIFIED SURVEYS ON PAGE 47 AS DOCUMENT NO. 33912.

NOTE: THE ABOVE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS PARCELS IN SCHEDULE A OF TITLE COMMITMENT NO. 424473 OF CHICAGO TITLE INSURANCE COMPANY BEARING AN EFFECTIVE DATE OF FEBRUARY 11, 2007.



Legend

- 100 — CONTOUR MAJOR 10'
- - - 70' - - - CONTOUR MINOR 10'
- INLET
- ⊗ STORM MANHOLE
- ⊗ AC UNIT
- ⊗ BUFFALO BOX
- ⊗ GAS METER
- ⊗ GAS VALVE
- ⊗ POWER POLE
- ⊗ SANITARY MANHOLE
- ⊗ TELEPHONE POLE
- ⊗ VALVE BOX



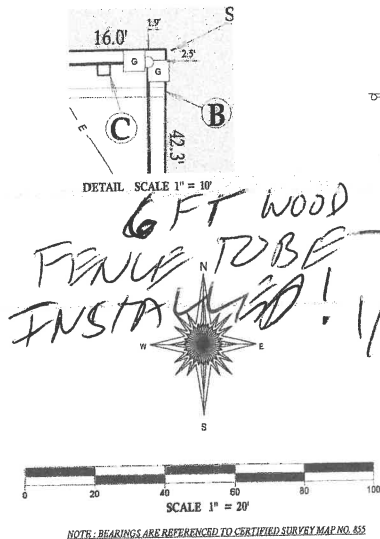
Todd Birkholz, Owner
914 Williams Street, Lake Geneva, WI
214-215-6326
Existing Property Site Plan
Lake Geneva, Walworth County, Wisconsin

Project No.: 590001
File Name: C.L.dgn
Plot Date: 10/22/2021
Scale: Sheet Number
C.1

LEGAL DESCRIPTION

LOT 2 OF CERTIFIED SURVEY MAP NO. 855, BEING A DIVISION OF LOT 1 AND LOT 2 OF RICH'S ADDITION TO THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, RECORDED OCTOBER 18, 1978 IN VOLUME 4 OF CERTIFIED SURVEYS ON PAGE 47 AS DOCUMENT NO. 3982.

NOTE: THE ABOVE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS PARCEL IN SCHEDULE A OF TITLE COMMITMENT NO. 424473 OF CHICAGO TITLE INSURANCE COMPANY BEARING AN EFFECTIVE DATE OF FEBRUARY 12, 2007.



STATEMENT OF ENCROACHMENTS

- (A) END OF STOCKADE FENCE ENCROACHES ONTO LOT 2 BY 1.5'
- (B) END OF WOODEN WALL AND WOOD FENCE ENCROACHES ONTO LOT 2 BY 2.5'
- (C) SOUTH SIDE OF AIR CONDITIONING UNIT IS 1.7' SOUTH OF LOT LINE.
- (D) NORTH EDGE OF ASPHALT IS 0.9' NORTH OF LOT LINE
- (E) CHAIN LINK FENCE IS 0.5' EAST OF LOT LINE.

NOTE: NO CALLS MADE TO DIGGERS HOTLINE OR ANY UTILITY COMPANIES FOR THE LOCATION OF ANY UNDER GROUND UTILITIES.

NOTES CORRESPONDING TO SCHEDULE B

- (11) ELECTRIC LINE EASEMENT GRANTED TO WISCONSIN POWER AND ELECTRIC COMPANY BY INSTRUMENT RECORDED JULY 29, 1993 IN VOLUME 624 ON PAGE 7118 AS DOCUMENT NO. 263207

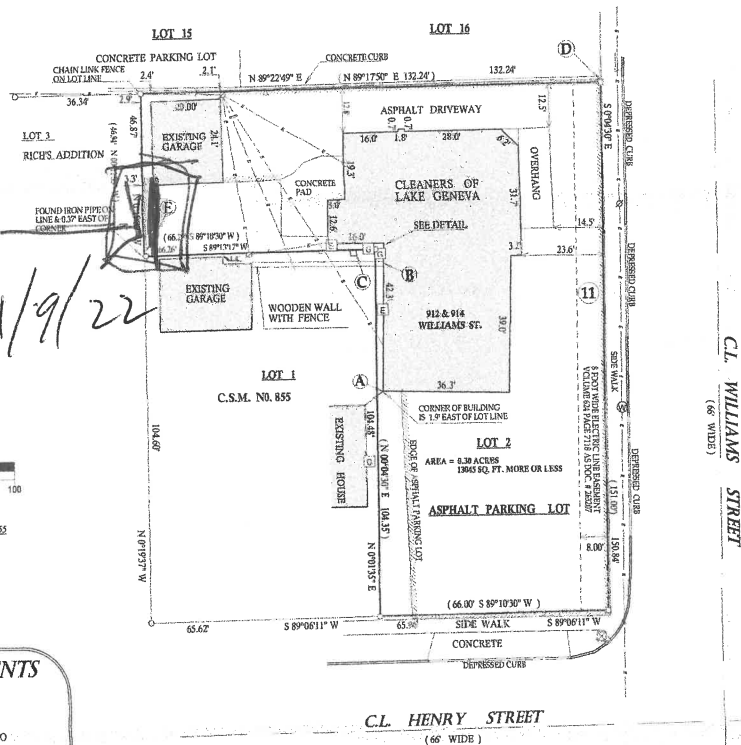
NOTE

NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS AT TIME OF SURVEY.

LEGEND

- FOUND IRON PIPE
- ✱ SET P. K. NAIL IN ASPHALT
- ===== EDGE OF ASPHALT
- △ GUY WIRE
- CHAIN LINK FENCE
- STOCKADE FENCE
- ✱ STREET SIGN
- ⊙ WATER VALVE
- ⊠ ELECTRIC METER
- ⊠ GAS METER
- OVERHEAD UTILITIES

KOHN'S SUBDIVISION



ALTA/ACSM LAND TITLE SURVEY

TO ROBERT WOLSKI, BARBIE LOMAX,
FIRST CITIZENS STATE BANK
AND CHICAGO TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1.4.7, 8.10.11A, AND 16 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF WISCONSIN, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.



JOHN KROTT S-2258
Wisconsin Registered Land Surveyor
(original if signed in red)

DATED THIS 26th DAY OF FEBRUARY, 2007

PATHFINDER SURVEYING INC.

W2883 KRUEGER RD. UNIT "D"
LAKE GENEVA WI 53147

PHONE: 262-248-3697 FAX: 262-249-0639

SHEET 1 OF 1 JOB # 07-055

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by John Engerman d.b.a. Woodley Assets, W3411 Linton Rd., Lake Geneva for a request to utilize the SR – 4 zoning setbacks for the property located at 925 Maytag Rd. in the Estate Residential - 1 (ER-1) zoning district. Tax Key No. ZCE00020.			
Committee:	Plan Commission approved January 21, 2022		
Fiscal Impact:	N/A		
File Number:	22-R04	Date:	January 24, 2022

WHEREAS, the City Plan Commission has considered the application of by John Engerman d.b.a. Woodley Assets, W3411 Linton Rd., Lake Geneva for a request to utilize the SR – 4 zoning setbacks for the property located at 925 Maytag Rd. in the Estate Residential - 1 (ER-1) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on January 6, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Conditional Use Permit filed by John Engerman d.b.a. Woodley Assets, W3411 Linton Rd., Lake Geneva for a request to utilize the SR – 4 zoning setbacks for the property located at 925 Maytag Rd. in the Estate Residential - 1 (ER-1) zoning district,

Tax Key No. ZCE00020

to include all affirmative findings of fact and note staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 24th day of January, 2022.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: January 17, 2022

Agenda Item #9

Applicant:

John Engerman d.b.a. Woodley Assets
W3411 Linton Rd
Lake Geneva, WI

Request:

925 Maytag Road
Lake Geneva, WI 53147
Tax Key No. ZCE00020
Conditional Use Permit
SR-4 Setbacks in ER-1 Zoning District

Description:

The applicant is submitting a proposal for a Conditional Use Permit (CUP) for a new residence at 925 Maytag Road. An existing detached garage, likely remaining from a previous residence at that location, is proposed to be modified to include a roof deck and appearance that is more compatible with the proposed residence. The lot size is approximately 23,087 sf, which is below the minimum lot size of 40,000 sf in the ER-1 zoning district, and so a CUP is required. Aside from lot size, the proposed project meets all requirements of the ER-1 zoning district.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Conditional Use Permit (CUP):

As part of the consideration of the requested CUP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed CUP;
- Include *findings* required by the Zoning Ordinance for CUPs; and,
- Provide specific suggested *requirements/conditions* to modify the project as submitted.

Staff Review:

Aside from lot size, the proposed project meets all other requirements of the ER-1 zoning district.

Required Plan Commission Findings on the CUP for Recommendation to the Common Council:

A proposed CUP must be reviewed by the standards, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
- a. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

- b. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 - f. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
- a. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.

- f. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Staff recommends the following *additional conditions of approval* be attached:
 - a. none

Suggested Motions:

- *Approve: I recommend approval of the proposed Conditional Use Permit filed by John Engerman d.b.a. Woodley Assets W3411 Linton Rd. Lake Geneva, for a request that would allow for the construction of a new Single Family home at 925 Maytag Rd., in the Estate Residential -1 (ER-1) zoning district, Tax Key No. ZCE00020, including the affirmative set of findings, and any additional conditions of approval recommended by staff.*
- *Deny: I recommend denial of the proposed Conditional Use Permit filed by John Engerman d.b.a. Woodley Assets W3411 Linton Rd. Lake Geneva, for a request that would allow for the construction of a new Single Family home at 925 Maytag Rd., in the Estate Residential -1 (ER-1) zoning district, Tax Key No. ZCE00020, because [provide rationale for denial, based on substantial evidence]*

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** December 22, 2021

From: Naomi Rauch, P.E.
262-758-6032

CC: Ryan Cardinal, P.E. – Cardinal Engineering
John Engerman – Engerman Contracting
Dave Nord – City Administrator
Brenda Follensbee – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: SITE PLAN REVIEW – 925 Maytag Road – RECOMMENDED APPROVAL
Kapur Project #21.0178 Phase 29

BACKGROUND AND REQUEST:

A site plan application was submitted by Engerman Contracting for the construction of a single-family residence at 925 Maytag Road (PIN ZCE 00020). Proposed site improvements include development of a single-family residence, attached garage and driveway, renovation of the existing detached garage, and the connection of sanitary and water services from the public mains along Maytag Road. Grading is proposed as well as two stormwater rain gardens.

The following plan and calculations were submitted for review:

- **925 Maytag Road Site, Stormwater, and Grading Plan**, prepared by **Cardinal Engineering**, 1 sheet, dated November 4, 2021, last revised December 3, 2021.
- **Rain Garden Sizing**, prepared by **Cardinal Engineering**, 1 page, dated December 2, 2021.

Comments:

Kapur recommends **approval** of the proposed site plan and calculations. This approval is subject to the following conditions:

Grading and Stormwater

1. The site is less than 1 acre of development and does not require a Notice of Intent (NOI) from WDNR.
2. The following comment refers to the correspondence from a November 18, 2021 email from Kapur:
 - a. Sizing factor shall be chosen based on the 100% runoff volume control for the new impervious area (Area = 4,791 SF, Sizing Factor = 0.23).
 - b. **Ponding depth shall be increased to 8-inches** for the current ponding areas.
3. Stormwater runoff from the new impervious must be directed to the proposed rain garden as specified on the construction plans.





4. Maintenance of the rain garden shall be in accordance with WDNR Technical Standard 1009 and is the responsibility of the property owner.
5. Sedimentation and erosion control measures are required to be placed prior to excavation and construction. It is the responsibility of the applicant to monitor the condition of the construction site and ensure the sedimentation and erosion control measures remain in place and functioning through final stabilization. Restoration of the property shall take place as soon as possible after final grading.
6. The contractor shall keep all public roads free from dirt and debris.

Utility

7. The Sanitary Lateral shall be 4-inch (minimum) SDR-35, and the Water Service Lateral shall be 1-inch HDPE.
8. The minimum slope of the Sanitary lateral shall be 1/8" per foot (1.04%)
9. The Utility Commission shall be contacted prior to connection to public utilities.
10. The following information from GIS corresponds to the Sanitary lateral connection. This information shall be verified in the field.
 - a. Sanitary MH M6049 (West of driveway to existing garage) is at IE 863.51
 - b. Sanitary MH M6050 (North of 890 Maytag) is at IE 855.65
 - c. Pipe in between M6049 and M6050 is 285.6 feet long.
 - d. Sanitary MH M6048 (Northeast of 940 Maytag) is at IE 867.00
 - e. Pipe in between M6049 and M6048 is 110.7 feet long.

The plans have been reviewed for conformance with generally accepted engineering practices and City of Lake Geneva policies. Although the material has been reviewed, the applicant is ultimately responsible for the thoroughness and accuracy of the plans and supplemental data and for compliance with state, county, and other local ordinances and procedures.

Please contact me if you have any questions or comments pertaining to this project.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

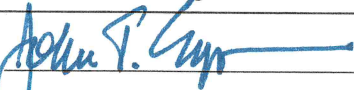
Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

A parcel of land being in the Northwest 1/4 of the Southwest 1/4 of Section 1, of Township 1,
Range 18 East, in the City of Lake Geneva, Walworth County, Wisconsin.

Name and Address of Current Owner: Woodley Assets, W3411 Linton Rd. Lake Geneva, WI 53147

Telephone No. with area code & Email of Current Owner: 262-248-9210

jengerman@engermancontracting.com

Owner Signature: 

Name and Address of Applicant:

Woodley Assets- John Engerman Trustee, W3411 Linton Rd. Lake Geneva, WI 53147

Telephone No. with area code & Email of Applicant: 262-248-9210

jengerman@engermancontracting.com

Proposed Conditional Use: Construction of a single family residence.

Zoning District in which land is located: Walworth County

Names and Addresses of architect, professional engineer and contractor of project:

COBU Architecture- 111 North Ave. Suite 207, Barrington, IL 60010

Cardinal Engineering- 200 La Salle St. Lake Geneva, WI 53147

Engerman Contracting- W3411 Linton Rd. Lake Geneva, WI 53147

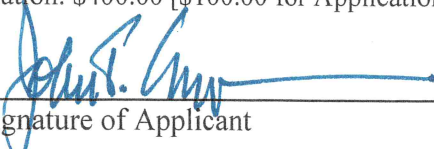
Short statement describing activities to take place on site:

Construction of a new residence, attached porches, driveway, hot tub and garage. Refurbish existing
garage to match new residence. Landscape and tree preservation.

Conditional Use Fee payable upon filing application: \$400.00 [\$100.00 for Application Under Sec. 98-407(3)]

12/2/21

Date


Signature of Applicant

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)**

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Application form filed with Zoning Administrator: Date: _____ by: _____

____ Application fee of \$ _____ received by Zoning Administrator: Date: _____ by: _____

____ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓
Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____



____ (a) **A map of the proposed conditional use:**

- ____ Showing all lands for which the conditional use is proposed;
- ____ Showing all other lands within 300 feet of the boundaries of the subject property;
- ____ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);
- ____ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
- ____ Map and all its parts are clearly reproducible with a photocopier;
- ____ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
- ____ All lot dimensions of the subject property provided;
- ____ Graphic scale and north arrow provided.

____ (b) **A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:**

- _____ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;
- _____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.
- _____ (e) Written justification for the proposed conditional use:
- _____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (*See below*)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?
Our proposed conditional use is consistent and/or exceeds City ordinance requirements for new residential construction projects found elsewhere within city limits.
2. How is the proposed conditional use, in its specific location, in harmony with the purposed, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?
The proposed residential home is in harmony with other high end residential projects found in the same neighborhood. The existing detached garage will be more desirable, than currently, when it's exterior compliments the new private home.
3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?
Our project exceeds minimum setback requirements. Setting of home and driveway is sensitive to existing trees. Tree removal is minimal. Proposed structure is of high quality design and finishes specific to the existing residential lot.
4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?
Our project is consistent with existing homes. Our lot is very generous in size and can easily support one more residential unit to complete the neighborhood. It may be very likely that quite some time ago a private home may have occupied the same site, as evident by the current detached garage.

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

The property is served by a loop (Maytag Road) which surrounds the property on 3 sides. Property has easy access to water and sewer laterals which should provide little hardship on access.

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

Providing high quality housing on existing platted lands and making improvements of existing substandard structures should be met with enthusiasm.

IV. FINAL APPLICATION PACKET INFORMATION

____ Receipt of 5 full scale copies in blue/line or black/line
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____

____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice published on _____ and _____ by: _____

____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR: SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)

This form should be used by the Applicant as a guide to submitting a complete application for a site plan review and by the City to process said application. Part II should be used by the Applicant to submit a complete application; Parts I - III should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Application form filed with Zoning Administrator: Date: _____ by: _____

___ Application fee of \$ ___ received by Zoning Administrator: Date: _____ by: _____

___ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓

Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____

↓

___ (a) **A written description of the intended use describing in reasonable detail the:**

- ___ Existing zoning district(s) (and proposed zoning district(s) if different);
- ___ Land use plan map designation(s);
- ___ Current land uses present on the subject property;
- ___ Proposed land uses for the subject property (per Section 98-206);
- ___ Projected number of residents, employees, and daily customers;
- ___ Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;
- ___ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

- _____ Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;
- _____ If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";
- _____ Exterior building and fencing materials (Sections 98-718 and 98-720);
- _____ Possible future expansion and related implications for points above;
- _____ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

_____ (b) **A Small Location Map** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

_____ (c) **A Property Site Plan drawing which includes:**

- _____ A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;
- _____ The date of the original plan and the latest date of revision to the plan;
- _____ A north arrow and a graphic scale (not smaller than one inch equals 100 feet);
- _____ A reduction of the drawing at 11" x 17";
- _____ A legal description of the subject property;
- _____ All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- _____ All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- _____ All required building setback lines;
- _____ All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- _____ The location and dimension (cross-section and entry throat) of all access points onto public streets;
- _____ The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;
- _____ The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;
- _____ The location of all outdoor storage areas and the design of all screening devices;
- _____ The location, type, height, size and lighting of all signage on the subject property to include a photometric plan;
- _____ The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;
- _____ All engineering requirements for utilities, site designs, etc;
- _____ The location and type of any permanently protected green space areas;
- _____ The location of existing and proposed drainage facilities for storm water;

_____ In the legend, data for the subject property on:

- _____ Lot Area;
- _____ Floor Area;
- _____ Floor Area Ratio (b/a);
- _____ Impervious Surface Area;
- _____ Impervious Surface Ratio (d/a);
- _____ Building Height.

_____ (d) **A Detailed Landscaping Plan of the subject property:**

- _____ Scale same as main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing the location of all required buffer yard and landscaping areas
- _____ Showing existing and proposed Landscape Point fencing
- _____ Showing berm options for meeting said requirements
- _____ Demonstrating complete compliance with the requirements of Article VI
- _____ Providing individual plant locations and species, fencing types and heights, and berm heights;

_____ (e) **A Grading and Erosion Control Plan:**

- _____ Same scale as the main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing existing and proposed grades including retention walls and related devices, and erosion control measures.

_____ (f) **Elevation Drawings of proposed buildings or remodeling of existing buildings:**

- _____ Showing finished exterior treatment;
- _____ With adequate labels provided to clearly depict exterior materials, texture, color and overall appearance;
- _____ Perspective renderings of the proposed project and/or photos of similar structures may be submitted, but not in lieu of adequate drawings showing the actual intended appearance of the buildings.

NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law and shall be subject to all applicable enforcement mechanisms and penalties.

NOTE: Modification of an Approved Site Plan: Any and all variation between development and/or land use activity on the subject property and the approved site plan is a violation of law. An approved site plan shall be revised and approved via the procedures of Subsections 98-908(2) and (4) so as to clearly and completely depict any and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

III.FINAL APPLICATION PACKET INFORMATION

_____ Receipt of 5 full scale copies in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____

Development Review Committee (DRC) Application

Complete as much detailed information as possible to allow for a comprehensive departmental review prior to a Development Review Committee meeting. This application must be returned to the Building Inspector, with all conceptual plans, designs and other information prior to the scheduling a DRC meeting.

Applicant Information

Property Address 925 Maytag Rd. Lake Geneva, WI 53147
Applicant name John Engerman
Applicant email jengerman@engermancontracting.com Phone Number 262-620-0102

Architect/Contractor/Designer Name Engerman Contracting
Architect/Contractor/Designer Email jengerman@engermancontracting.com Phone Number 262-248-9210

Type of Construction: New X Addition _____ Remodel _____
Type of Development: Single-family X Multi-family _____ Commercial _____ Industrial _____
Type of Business _____

Engineering

Site Plans should include the following: Project title and owner's/developer's name and address noted, architect's and/or engineer's name and address noted, property boundaries and dimensions, abutting property zoning classifications, general description of building materials, façade and roof detail, setback lines indicated, easements for access, if any, 100-year floodplain identification, existing and proposed topography shown at a contour interval of one foot, indicating proposed grade and location of improvements, signage and outdoor lighting, number of parking spaces provided, type, size and location of all structures with all building dimensions shown, location of existing and general location of proposed sanitary sewers, storm sewers, water-mains, and any proposed stormwater management facilities, location, extent and type of proposed landscaping and landscaping plantings and buffers to adjacent property, including fencing or other screening, location of pedestrian sidewalks and walkways, graphic outline of any development staging that is planned, driveway locations and sizes, handicap accessibility, environmental concerns (odor, smoke, noise, graphic scale and north arrow.

- Storm water management provisions provided? YES / NO
 - As-built/certification notification
- Erosion control plan provided? YES / NO
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / NO
- Utility Plans Provided
 - ☒ Watermain
 - ☒ Sanitary Sewer
 - ☒ Storm Water
- Is a Land Division required? YES / NO
- Access points and dimensions shown? YES / NO
 - WISDOT Right-of-way?
 - County Right-of-way?
- Estimated Traffic impacts _____
 - Traffic Study Required YES / NO
 - Traffic Control Plan Required YES / NO
 - Will construction affect street parking or intersections? YES / NO

- Paving Materials, Typical Sections? YES / NO
- WDNR Notice of Intent required? (Land disturbance more than 1 acre)? YES / NO
- Watermain extension required? YES / NO
- Sanitary sewer extension required? YES / NO
- SEWRPC Service Area Amendment needed? YES / NO
- Is a Chapter 30 Permit (wetland/waterway) required? YES / NO
- Proposed building/expansion dimensions SEE PLANS
- Will there be signage? YES / NO type (mounted, freestanding) _____
- Exterior lighting plans? YES / NO
- What kind of noise or level of noise will the business have? _____
- Detailed property Site Plan? YES / NO Date of Plan: _____
- Green Space Calculations (Existing vs. Proposed) YES / NO
- Are landscape plans provided? YES / NO
- Is a Land Division required? YES / NO

Water/Sewer Utilities

If an existing structure please circle the following:

- Will existing sewer & water connections be used? YES / NO
- Will your project require the installation of a grease interceptor? YES / NO

If the development is Commercial or Industrial, please provide the following:

- Water service size requirement _____
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms _____
- Brief description of process (if Industrial) _____

If the development is a multi-family dwelling, please provide the following:

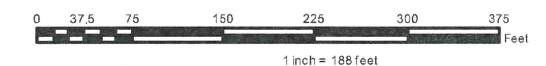
- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____

We are requesting a conditional use to construct a brand-new dwelling at 925 Maytag Road. Currently it is a vacant lot with a detached garage, under an outdated mansard roof. Intent is to construct a well-designed single-family home and associated amenities as demonstrated with our attached drawings. The existing garage will be refurbished to match new homes finishes. A low-profile roof is proposed to lessen overall impact. This property falls under ER-1 zoning. Proposed home meets all such setbacks. We request relief due to the fact that the lot is technically less than 1 acre, under ER-1 zoning and hence requires a conditional use permit.

Geneva Lake

925 Maytag Rd.

WALWORTH COUNTY, WISCONSIN



Author:

Map Produced on: 12/1/2021

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

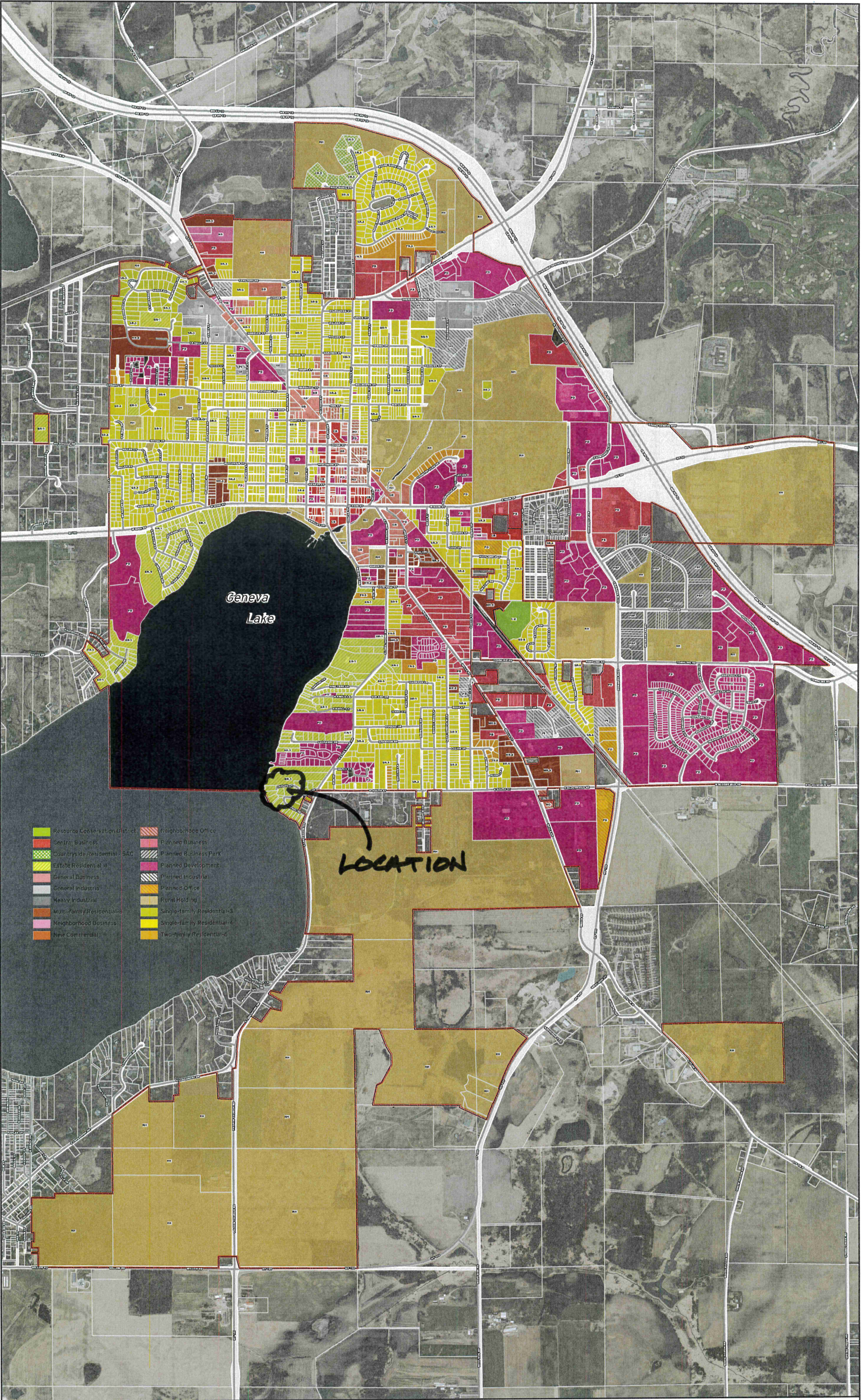
**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NW
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED
AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NOWARRANTY,
EXPRESS OR IMPLIED, IS MADE REGARDING THE ACCURACY, COMPLETENESS,
LEGALITY, RELIABILITY, OR USEFULNESS OF THIS INFORMATION. THE INFORMATION
CONTAINED HEREIN WILL NOT BE A ACCEPTED AS AN OFFICIAL DOCUMENT.



Site location	Tax ID	Name 1	Name 2	Address	City	State	Zip
946 Ceylon Ct. Lake Geneva	ZA124000002	WENDY PERKS FISHER TRUST		946 CEYLON CT	LAKE GENEVA	WI	53147
891 Ceylon Ct. Lake Geneva	ZCE 00028	DANIEL C FERGUSON	BETSY FERGUSON	535 KINGSTOWN RD	NAPLES	FL	34102
W2765 Maytag Rd. Lake Geneva	ICF 00017	GEORGE CAPPADAIS	JUNE CAPPADAIS	201 VINTAGE BAY DR B-14	MARCO ISLAND	FL	34145
1220 S Lake Shore Dr. Lake Geneva	ZCE 00016	GEORGE & JUNE CAPPADAIS	DAVID & NAFSICA KUPETS	1521 LAUREL AV	DEERFIELD	IL	60015
N2281 S Lake Shore Dr. Lake Geneva	ICF 00015	JOHN BRILLAKIS TRUST	PAULINE BRILLAKIS TRUST	8150 W DAVIS ST	NILES	IL	60714
N2273 S Lake Shore Dr. Lake Geneva	ICF 00014	KULWINDER K HANDA	RAJ K HANDA	375 OAKWOOD LN	LAKE GENEVA	WI	53147
860 Maytag Rd. Lake Geneva	ZCE 00012	BRYAN CLESS	MEGAN CLESS	1924 RIDGEWOOD LN WEST	GLENVIEW	IL	60025
870 Maytag Rd. Lake Geneva	ZCE 00011	PETER VINCENT KRUG	HOLLY THOMSEN KRUG	471 S COLUMBIA ST	NAPERVILLE	IL	60540
890 Maytag Rd. Lake Geneva	ZCE 00010	MICHAEL BURTON TRUST	ANN MCNAMARA-BURTON TRUST	1430 PLEASANT LN	GLENVIEW	IL	60025
896 Maytag Rd. Lake Geneva	ZCE 00009	CHRISTIAN M KHAYAT	TWYLA D M KHAYAT	36938 N KIMBERWICK LN	WADSWORTH	IL	60083
900 Maytag Rd. Lake Geneva	ZCE 00008	RICHARD P HYLAND	MARYELLEN HYLAND	10328 N WOBURN	ORLAND PARK	IL	60462
910 Maytag Rd. Lake Geneva	ZCE 00007	KATHRYN UHLER TRUST		321 CAMELOT LN	LIBERTYVILLE	IL	60048
930 Maytag Rd. Lake Geneva	ZCE 00006	LAKE GENEVA TRUST		PO BOX 5919	BUFFALO GROVE	IL	60089
940 Maytag Rd. Lake Geneva	ZCE 00005	PATRICK J LYNCH	RACHEL E LYNCH	30715 CEDAR DR	BURLINGTON	WI	53105
950 Maytag Rd. Lake Geneva	ZYUP 00141A	CHATKA A RUGGIERO		814 ASHLAND AV	RIVER FOREST	IL	60305
948 Maytag Rd. Lake Geneva	ZA 64300001	JWH PROPERTIES, LLC		20 BEACHSIDE, UT 301	VERO BEACH	FL	32963
948 Ceylon Ct. Lake Geneva	ZA124000003	ROBERT P FETTIG		N2425 MAIN	LAKE GENEVA	WI	53147
946 Maytag Rd. Lake Geneva	ZA 64300002	COLLEEN M WARNER TRUST		6846 N MOSELLE AV	CHICAGO	IL	60646
911 Maytag Rd. Lake Geneva	ZA110400001	FRANK S ODDO	SIAN M MOYNIHAN	911 MAYTAG RD	LAKE GENEVA	WI	53147
894 Ceylon Ct. Lake Geneva	ZA110400002	JAMES TUSCHALL TRUST		920 BOLENDER DR	DELRAY BEACH	FL	33483
886 Maytag Rd. Lake Geneva	ZCE 00019	DIANE WAYNE	JEFFREY WAYNE	2305 GREENWOOD AV	WILMETTE	IL	60091
901 Maytag Rd. Lake Geneva	ZCE 00018	CLIFFORD C JACKSON TRUST	ELIZABETH A JACKSON TRUST	901 MAYTAG RD	LAKE GENEVA	WI	53147



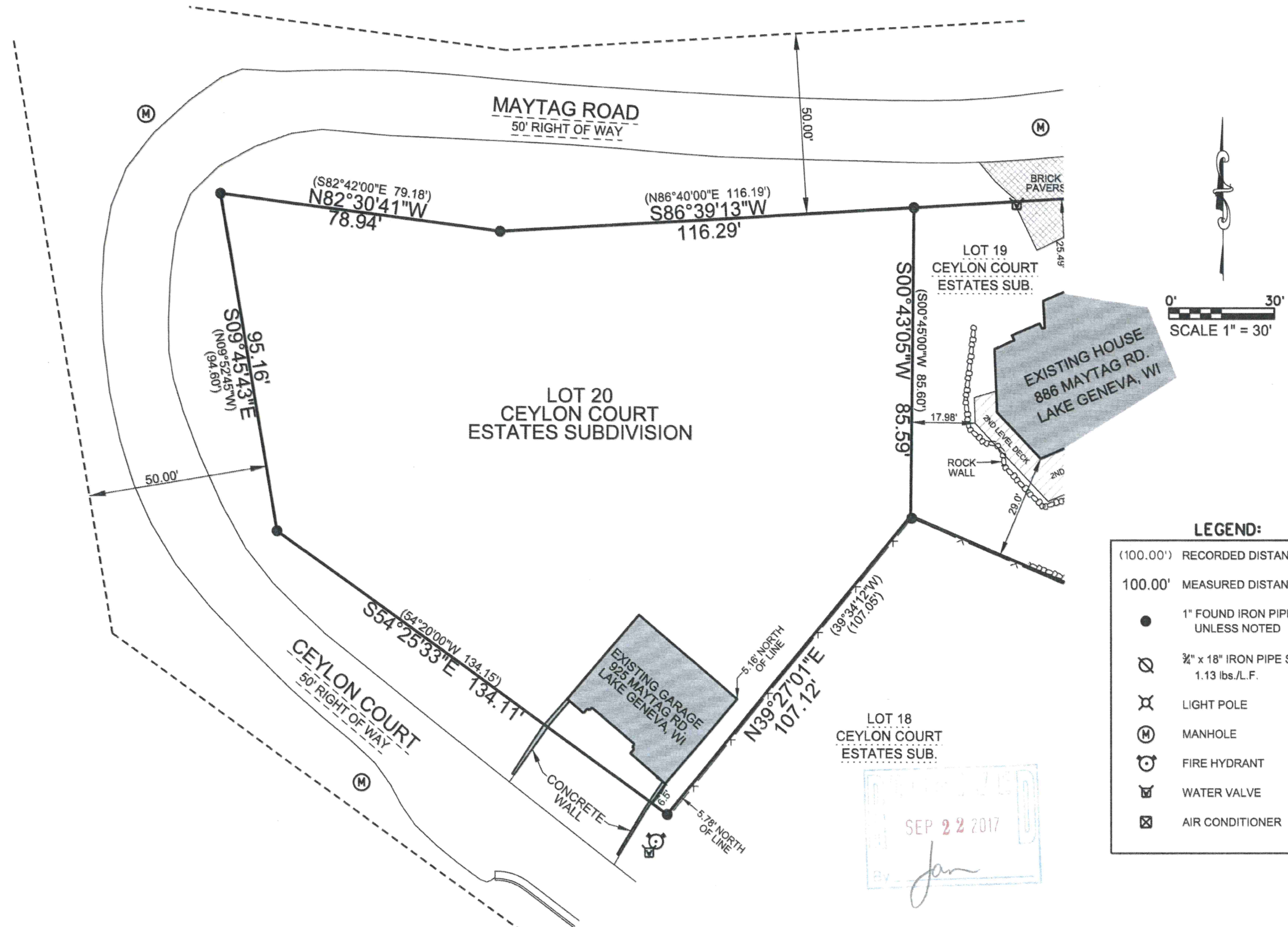
- | | |
|--------------------------------|-----------------------------|
| Resource Conservation District | Neighborhood Office |
| Central Business | Planned Business |
| Countryside Residential - SAC | Planned Business Park |
| Estate Residential - 1 | Planned Development |
| General Business | Planned Industrial |
| General Industrial | Planned Office |
| Heavy Industrial | Rural Holding |
| Multi-Family Residential-3 | Single-Family Residential-3 |
| Neighborhood Business | Single-Family Residential-4 |
| New Commercial | Two-Family Residential-6 |

LOCATION



PLAT OF SURVEY

BEING LOT 20 OF CEYLON COURT ESTATES SUBDIVISION, A SUBDIVISION OF PART OF GOVERNMENT LOT 2 AND 3, WHICH SUBDIVISION IS ALSO PART OF THE SE ¼ OF THE NW ¼, THE SW ¼ OF THE NE ¼, THE NE ¼ OF THE SW ¼, THE NW ¼ OF THE SE ¼ OF SECTION 1, T1N, R17E, WALWORTH COUNTY, WISCONSIN.



FILE NAME: 2017-074 MAYTAG RD SURVEY LAKE GENEVA.DGN

PLOT DATE: 05/24/2017

V2G JOB#: 2017-074

ZCE-20 007-3425

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR OTHERWISE TAKE INTEREST IN THE PROPERTY FROM DATE HEREOF.

SURV
SURV
KEEFE
JANIS
751 G
LAKE

SUR
123
MU



FRONT ELEVATION

Scale: 1/4" = 1'-0" at 22x34



LAKESIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





FRONT ELEVATION

Scale: 1/4" = 1'-0" at 22x34



LAKESIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

December 3, 2021





REAR ELEVATION - (LAKE SIDE)

Scale: 1/4" = 1'-0" at 22x34



LAKESIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





LEFT ELEVATION

Scale: 1/4" = 1'-0" at 22x34



LAKE SIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





RIGHT ELEVATION

Scale: 1/4" = 1'-0" at 22x34



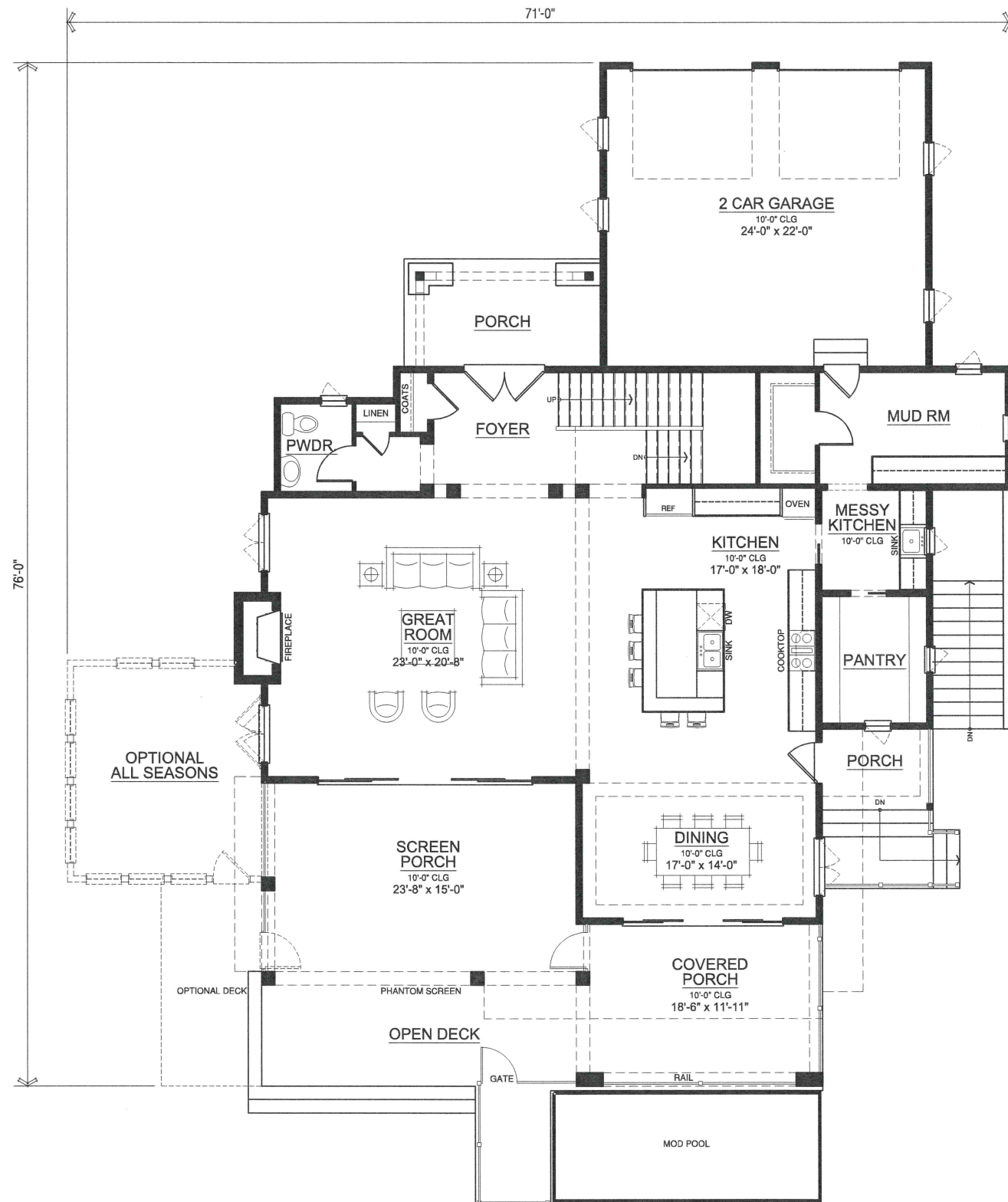
LAKE SIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





MAIN FLOOR PLAN

1'-0" = 3/16" @ 22X34

SQUARE FOOTAGES

MAIN FLOOR	1760
UPPER FLOOR	1755
SUBTOTAL	3515
BASEMENT- FINISHED	1370
SUBTOTAL FINISHED	4885
BASEMENT-UNFINISHED	440
SCREEN PORCH	365
GARAGE	560
COVERED ENTRY PORCH	112
COVERED PORCH	216
TOTAL	6578



LAKE SIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





UPPER FLOOR PLAN

1'-0" = 3/16" @ 22X34



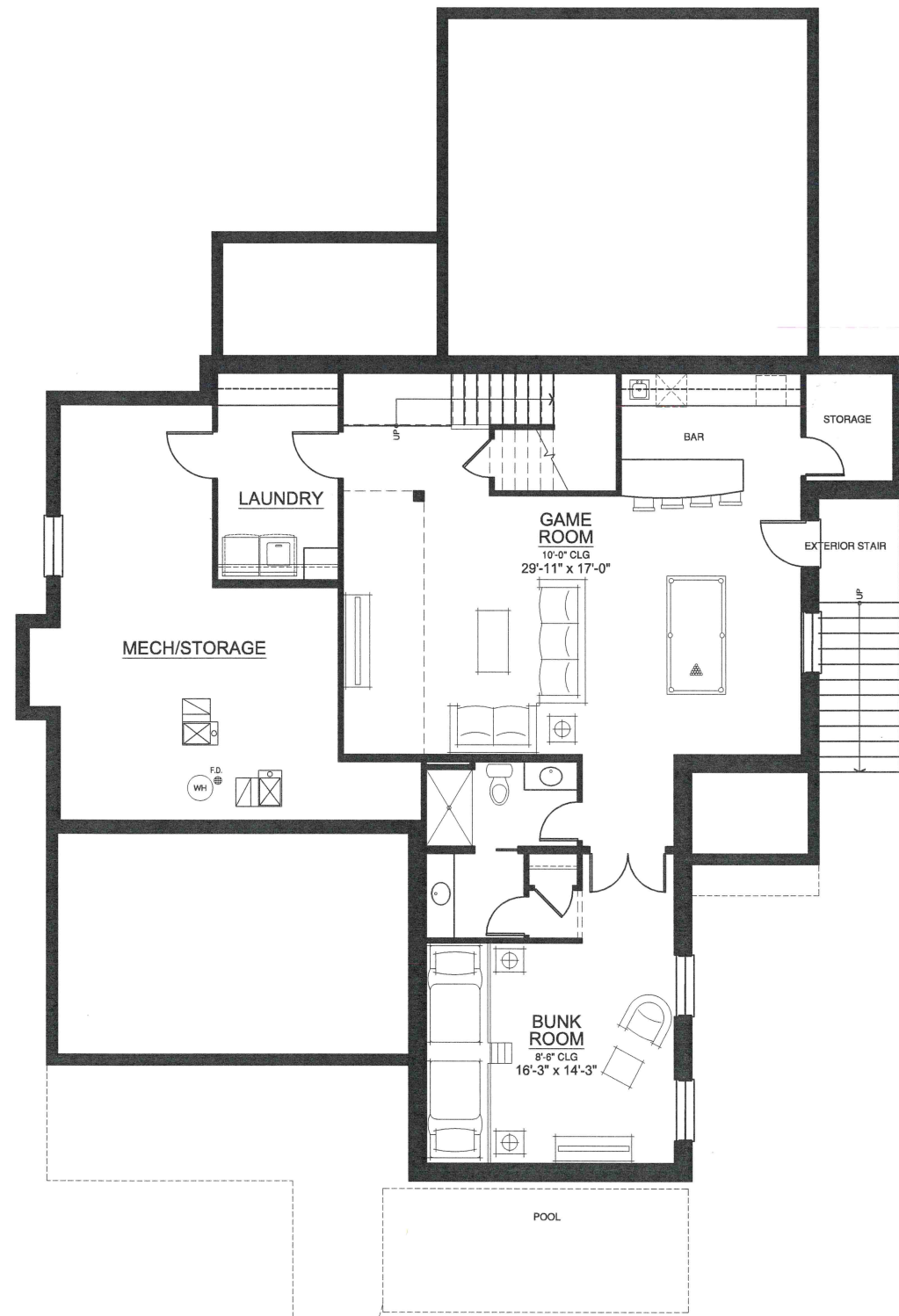
LAKE SIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

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Barrington, IL 60010
312-410-1260

November 24, 2021





BASEMENT FLOOR PLAN

1'-0" = $\frac{3}{16}$ " @ 22X34



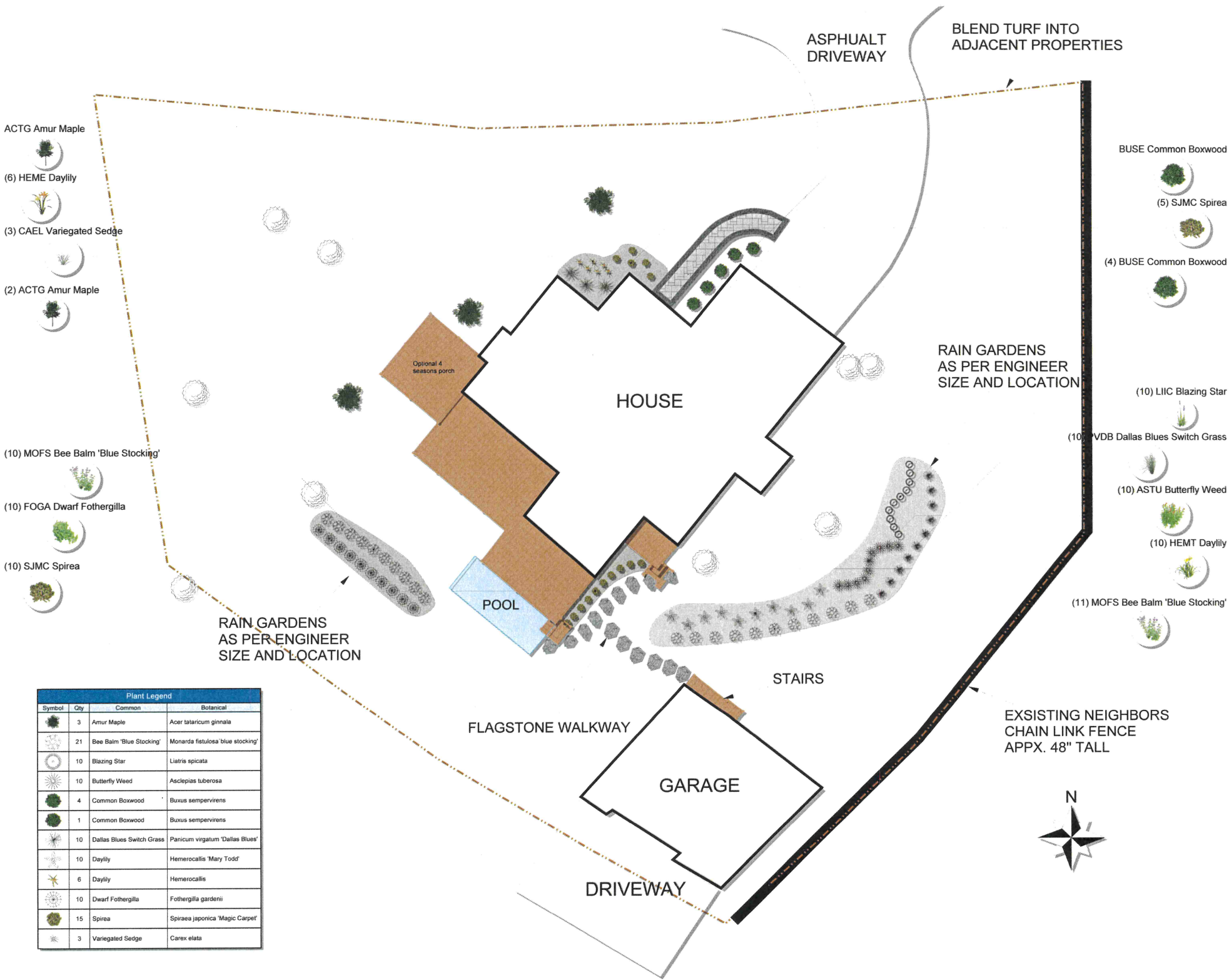
LAKESIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

November 24, 2021





L-1

ENGERMAN LANDSCAPE PLAN



Design by: *TIMBERGREEN INC*



886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

ENGEMAN: PLAT OF SURVEY, SITE, STORMWATER AND GRADING PLAN 925 MAYTAG ROAD CITY OF LAKE GENEVA, WISCONSIN

LOT 20
CEYLON COURT ESTATES
TAX KEY NO. ZCE 00020
22978.19 S.F.
0.53 ACRES

PROPOSED DWELLING
GARAGE GRADE: 896.00
EXTERIOR GRADE: 895.67
FOUNDATION: 896.00
LOWER EXTERIOR GRADE: 890.50
BUILDING HEIGHT: 34.14'

PROPOSED 18 SF RETAINING WALL

PROPOSED WATER AND SEWER LATERALS LEAVE HOUSE AT 895.7

PROPOSED 423 SF RAIN GARDEN
MINIMUM 415 SF
MINIMUM 6" DEEP

PROPOSED 753 SF RAIN GARDEN
MINIMUM 730 SF
MINIMUM 6" DEEP

LEGAL DESCRIPTION:
A PARCEL OF LAND BEING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, OF TOWNSHIP 1, RANGE 18 EAST, IN THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

MORE PARTICULARLY DESCRIBED AS:
LOT 20 OF CEYLON COURT ESTATES AS RECORDED IN DOCUMENT NO. P408884 PER THE WALWORTH COUNTY REGISTER OF DEEDS.

GENERAL NOTE:
CONTRACTOR RESPONSIBLE FOR VERIFYING GRADES SET IN RELATION TO GRADING PLAN SHOWN. CALCULATIONS FOR FLOOR AND EXTERIOR GRADES SET. COORDINATION WITH ARCHITECTURAL/STRUCTURAL PLANS, AND ANY DISCREPANCIES THEREIN, COMMENCING CONSTRUCTION IS ACCEPTANCE OF VERIFICATION AND INFORMATION SHOWN AND CARDINAL ENGINEERING SHALL BE HELD HARMLESS FOR ANY CHANGES REQUIRED FOR FURTHER REQUIRED DURING CONSTRUCTION.

FURTHER CALCULATIONS ARE REQUIRED BEYOND WHAT IS SHOWN ON THIS PLAN FOR WALLS IN OTHER LOCATIONS OF THE STRUCTURAL PLANS. CONTRACTOR IS RESPONSIBLE FOR THOSE CALCULATIONS. NO FOUNDATION PLANS PROVIDED. LATEST INFORMATION AVAILABLE AT THE DATE OF THIS SHEET RELEASE.

STORMWATER BMP:
RAIN GARDEN OR BIORETENTION FINAL ENGINEERING TO BE DETERMINED AND AS COORDINATED WITH CITY ENGINEER. ALL SWALES AND DOWNSPOUTS TO BE DIRECTED TO BEST MANAGED PRACTICES.

RESTORATION NOTES:
1. MINIMUM 4" TOPSOIL REQUIRED IN ALL LAWN AREAS.
2. UTILIZE WISDOT SEED MIXTURE No. 40 OR AS RECOMMENDED BY LANDSCAPER PER LOCAL SOIL TEST.
3. UTILIZE WISDOT TYPE A FERTILIZER.
4. USE CLASS 1, URSAN, TYPE A ON ALL DISTURBED AREAS UNLESS SPECIFIED OTHERWISE.
5. UTILIZE TYPE B MATTING OF SAME CLASS 1 ALONG CENTERLINE OF SWALE AND UP MINIMUM 2FT VERTICAL OF SIDE SLOPES.
6. PROPERLY ANCHORED MULCH REQUIRED IN ALL AREA NOT STABILIZED WITH EROSION MATTING.
7. FOLLOW ALL EROSION CONTROL, SEQUENCING, TRACKING PAD, SILT FENCE, DUST CONTROL, SEEDING, AND MATTING.

NOTE: SOIL TYPE: MxC2
TOTAL LAND DISTURBANCE:
6206 S.F. (0.14 ACRES)

IMPervious SURFACE CALCULATIONS
BOUNDARY: 22978 SQ. FT.

	PROPOSED	EXISTING
DWELLING:	2439 SQ. FT.	— SQ. FT.
DECK:	288 SQ. FT.	— SQ. FT.
SIDEWALK:	158 SQ. FT.	— SQ. FT.
POOL:	157 SQ. FT.	— SQ. FT.
PORCH:	850 SQ. FT.	— SQ. FT.
DRIVEWAY:	1182 SQ. FT.	301 SQ. FT.
ACC. BUILDING:	1071 SQ. FT.	1071 SQ. FT.
RETAINING WALL:	18 SQ. FT.	— SQ. FT.
TOTAL:	6183 SQ. FT.	1372 SQ. FT.

26% IMPervious

SURVEY ORDERED BY:
JOHN ENGEMAN

PROPERTY ADDRESS:
925 MAYTAG ROAD
LAKE GENEVA WI, 53147

SURVEYOR:
PAUL H. VAN HENKELUM, PLS
CARDINAL ENGINEERING LLC

NOTE:
1. BASIS OF BEARING:
THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, NAD-83, SOUTH
ZONE.
2. FIELD WORK COMPLETED ON:
OCTOBER 14, 2021
3. BUILDING SURVEYED TO:
THE EXTERIOR OF SIDING.
4. FIELD CREW CHIEF:
RAYMOND MCARDLE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP IS A TRUE AND CORRECT REPRESENTATION OF ITS EXTERIOR BOUNDARIES AND SHOWS THE SIZE AND LOCATION OF ALL VISIBLE STRUCTURES, APPARENT EASEMENTS AND ENCROACHMENTS, IF ANY.

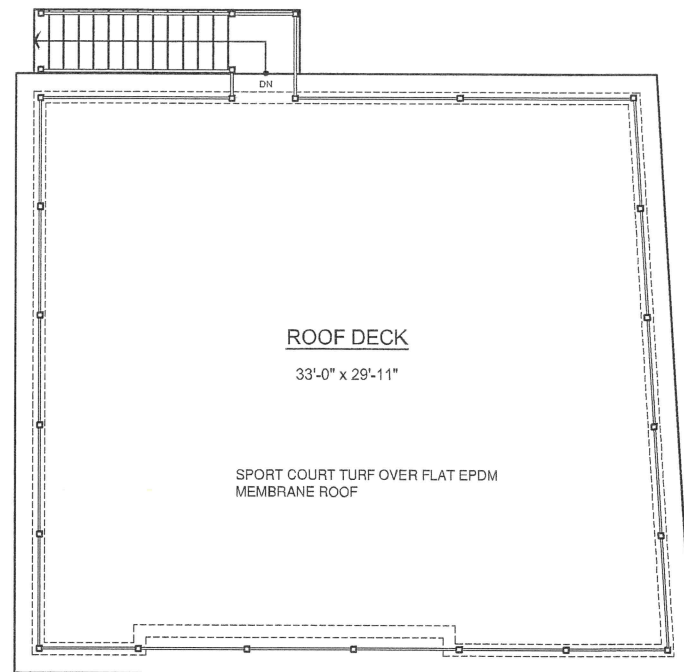
PAUL H. VAN HENKELUM, PLS #1931
DATE: 10/3/2021

PLOTTED: 12/3/2021 12:15:33 PM



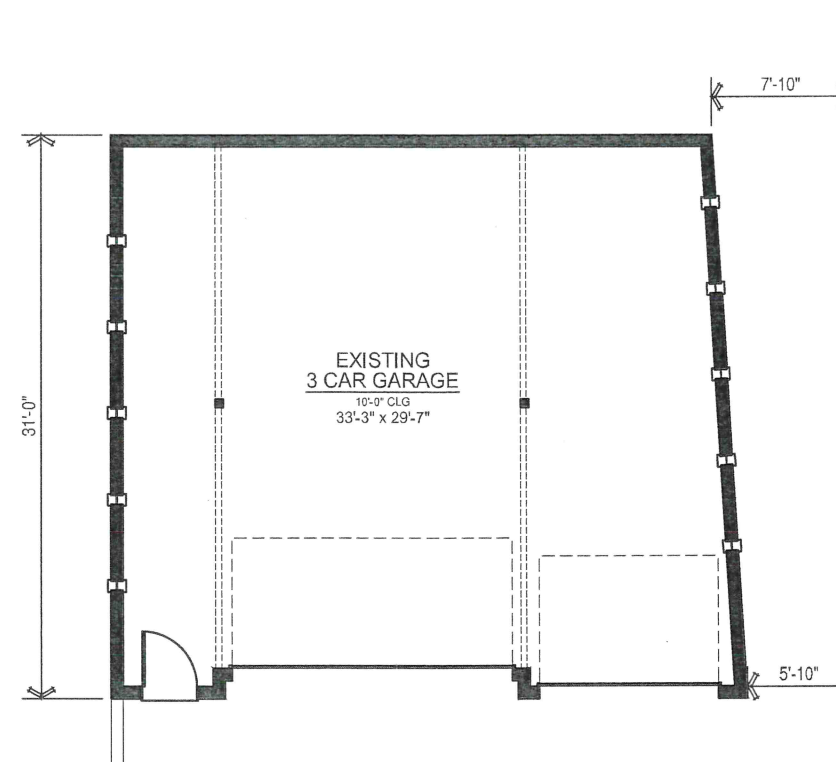






NEW ROOF DECK PLAN

Scale: 3/16" = 1'-0" at 22x34



EXISTING GARAGE FLOOR PLAN

Scale: 3/16" = 1'-0" at 22x34



RENOVATED GARAGE ELEVATION

Scale: 1/4" = 1'-0" at 22x34



LAKESIDE POINTE / PRIVATE RESIDENCE
886 MAYTAG RD.
LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260

December 3, 2021



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 24 day of March, 2016, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Shad Branen, and any and all entities holding, owning or operating the Property (the Developer).

RECITALS

WHEREAS, Effective September, 11 ¹⁹⁹⁵ ~~20~~ the City created City of Lake Geneva Tax Increment District No. 4 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law");

WHEREAS, the City desires to facilitate the development of property within the District to eliminate blight, expand the tax base, and create jobs; and

WHEREAS, to facilitate the Project contemplated by this Agreement, the City wishes to provide a grant for redevelopment of property located at 244 Broad Street, Lake Geneva, WI 53147 (the "Property"); and

WHEREAS, the City and the Developer intend to enter into this Development Agreement to ensure that the grant is used to fulfill the purposes of the Lake Geneva Tax Increment No. 4 and satisfy the requirements of the Tax Increment Law; and

WHEREAS, the Developer proposes to purchase the property at 244 Broad Street, Lake Geneva, (the "Property") and restore said property back to a for profit theater (the "Project"); and

WHEREAS, all of the components of the Project are located within the District; and

WHEREAS, the City finds and determines that unless the City provides the tax increment payments described in this Agreement, the Developer will not undertake the Project and the City will not accomplish the objectives of the Project Plan for the District; and

WHEREAS, in order to induce the Developer to undertake and complete the Project in the manner and timeframe described herein and to make the Project financially feasible and implement the Project Plan for the District, the City finds it appropriate to provide tax increment incentive payments to the Project as described in this Agreement subject to the reservations contained herein; and

WHEREAS, the City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital best interests of the City and its residents by eliminating blight, expanding the tax base and creating commercial opportunities, all consistent with the purpose of a TIF district under the Tax Increment Law; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and The Developer agree as follows:

ARTICLE I PROPERTY DESCRIPTION

The property subject to this Agreement is located within the District at 244 Broad Street in the City of Lake Geneva, and is more accurately described in Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property").

ARTICLE II PROJECT DESCRIPTION

The project contemplated by this Agreement shall consist of 20,000 square foot Theater constructed substantially in accordance with the Developer's plans and specifications, which are attached to this Agreement as Exhibit B and incorporated herein by reference (the "project").

ARTICLE III OBLIGATIONS OF THE DEVELOPER

3.1. Execution of Purchase and Sale Agreement. Developer has entered into a Purchase and Sale Agreement a copy of which attached to this Agreement as Exhibit C and incorporated by reference. Said Purchase and Sale Agreement is contingent upon Developer receiving a grant from the City for the construction of the project attached hereto as Exhibit B and incorporated herein by reference.

3.2. Development of the Property. Subject to the terms of this Agreement, the Developer shall develop or cause to be developed the Project on the Property by December 31, 2016.

3.3. Minimum Project Costs. The Developer shall incur costs in developing the project of not less than \$1,360,000.00 (which does not include the acquisition cost of the real estate). Costs less than \$1,360,000 shall result in a dollar for dollar reduction in the amount of the Grant specified in Article IV. For the project costs calculation, the installation of professional digital projection packages, sound systems and screens in all of the four auditoriums shall be valued at \$400,000.

3.4. Project Deadline. The Developer shall complete construction of the project on or before December 31, 2016. For the purposes of this Agreement, construction shall be complete on the date a temporary Certificate of Occupancy for the project is issued by the State of Wisconsin Department of Safety and Professional Services and the Project is open for business. In the event weather conditions prevent the completing of project exterior improvements and/or landscaping by the date prescribed above, construction shall be deemed complete on the date a temporary Certificate of Occupancy for the project is issued by the State of Wisconsin Department of Safety and Professional Services, provided that such exterior and/or landscaping improvements shall be completed no later than six (6) months following the issuance of the temporary Certificate. In the event the project is not completed by the above deadline, the Developer shall pay a penalty of \$100 per day which shall be deducted from the Grant amount.

3.5. Cost Reimbursements. The Developer shall submit monthly written Request for Payment forms and related attachments to the City and a title insurance company mutually agreed to by the

parties hereto who will act as escrow agent for any costs for which the Developer wishes to be reimbursed as provided in Article VII of this Agreement. Payments will be 85 percent of the total amount of the construction bills submitted and the remaining amount will be provided by the Developer. No more than \$777,500 in grant proceeds shall be paid for the construction costs. However, additional grant payments shall be made as follows: 1) \$50,000 upon proof of installation of professional digital projection packages, sound systems and screens in all of the auditoriums, 2) \$27,500 for the installation of an elevator if required, and 3) \$40,000 as provided in Section 7.5 of this agreement.

3.6. Except as provided in Article VIII of this Agreement, the Developer shall continue to own the Property for at least ten (10) years following completion of the Project and operate the same as a for profit entertainment center open to the general public.

3.7. Property Taxes. The Developer shall pay all property taxes on the Property in full each year when due and payable.

3.8. Compliance with Law. The Developer shall maintain the Property and all operations thereon in full compliance with all local, state and federal laws and regulations.

3.9. Record Keeping. The Developer shall maintain copies of all regulatory, contract, cost and reimbursement records related to the Project for ten (10) years following the completion of the Project and shall make all such records available for inspection by the City and its duly authorized agents and contractors within two (2) business days of the City's providing written notice to the Developer as provided in Article X of this Agreement.

ARTICLE IV OBLIGATIONS OF THE CITY

4.1. Payment of Grant. Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$895,000.00 (the "Grant"), of which \$867,500 in grant funds shall be applied to construction renovation and purchasing of furniture, fixtures, and equipment provided the City is provided a second lien evidenced by UCC financing statement against said furniture, fixtures, and equipment and a second lien position on the Property provided however that the first lien on the Property shall not exceed \$731,000.00 and in no event shall the Grant exceed the capital investment by the Developer. The compensation of the fixture lien and the property lien shall not exceed \$867,500. An additional \$27,500 in grant funds is available for construction of an elevator if required as part of the State construction permit with an additional property lien of \$27,500. Further, the Developer shall provide a personal guaranty for the terms and conditions of this Grant.

4.2. Cooperation with Developer. The City shall cooperate with the Developer throughout the construction of the project and shall promptly review and/or process all submissions and applications in accordance with all applicable City ordinances.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

5.1. Legal Authority. The Developer represents and warrants to the City that it has approved this Agreement and that it authorized the appropriate officers in accordance with applicable law to negotiate and execute this Agreement on the Developer's behalf.

5.2. Necessity of Grant. The Developer represents and warrants to the City that but for the Grant to be provided by the City under this Agreement, the Developer would not proceed with the purchase and reconstruct and renovate the property back to a theater.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE CITY

6.1. Legal Authority. The City represents and warrants to the Developer that it has the authority to enter into this Agreement and to perform all the obligations under this Agreement.

6.2. Board Approval. The City represents and warrants to the Developer that on March 14, 2016, the City Council approved this Agreement and authorized its execution by the proper City officers on the City's behalf.

ARTICLE VII GRANT PAYMENT PROCESS

7.1. Construction Costs. For the purposes of this Agreement, all hard and soft construction costs and furniture, fixtures, and equipment purchases subject to the limitations set forth in 4.1 for the current premises on the Property shall be considered eligible for reimbursement under this Agreement.

7.2. Request for Payment Forms.

(a) The Grant funds shall be deposited with a title company acceptable to both parties.

(b) No more than once per month, the Developer may submit to the title company holding the funds in escrow, a completed request for payment for as required by the title company with attached copies of all related receipts and invoices for construction costs and purchases for the project.

(c) Copies shall be provided to the City Clerk and the City Comptroller for review and approval.

(d) If the City Clerk receives a completed Request for Payment form and attachments at least 3 business days before the 2nd Monday of the month, the Clerk will do all things necessary to schedule the Request for Payment for action by the City Council at the regularly scheduled City Council meeting on that 2nd Monday of the month.

(e) If the City Clerk receives a completed Request for Payment form and attachments at least 3 business days before the 4th Monday of the month, the Clerk will do all things necessary to schedule the Request for Payment for action by the City Council at regularly scheduled City Council meeting on that 4th Monday of the month.

(f) Requests for Payment forms received by the City Clerk less than 3 days prior to the 2nd Monday of a month shall be scheduled for action by the City Council at the regularly scheduled City Council meeting on the 4th Monday.

(g) Requests for Payment forms received by the City Clerk less than 3 days prior to the 4th Monday of a month shall be scheduled for action by the City Council at the regularly scheduled City Council meeting on the following month on the 2nd Monday.

(h) The City in its sole discretion shall be authorized to hire a third party to inspect and verify that all work has been completed according to plans attached hereto as Exhibit B and the submitted budget attached hereto as Exhibit C which inspections shall be paid by the Developer.

(i) All cost over runs above those costs shown on the attached Exhibit C shall be paid by Developer unless savings on budgeted items are realized in which case said savings may be applied to such over runs.

7.3. Approval of Request. Within three (3) days of the City Council's approval of the Request for Payment, the City shall instruct the title company acting as escrow agent to issue a check to the Developer for the approved amount.

7.4. Denial of Request. If the City Council denies all or a portion of the Request for Payment, the City Council shall indicate the grounds for so doing and indicate what, if any, additional actions the Developer must take to gain City Council approval of the request. The City Council may deny all or a portion of a Request for Payment based on either of the following grounds:

(a) All or a portion of the amount requested is not evidenced by a written receipt or invoice.

(b) The City Council reasonably believes that all or a portion of the amount requested is not attributable to hard or soft construction costs for the premises, or furniture, fixtures, or equipment purchased for the Property.

7.5. The title company shall withhold payment of the final \$40,000.00 of the Grant until 1) The Developer has received a final Certificate of Occupancy for the project from the State of Wisconsin Department of Safety and Professional Services, 2) Any and all construction and mechanics' liens on the property have been satisfied, not including liens placed on the property by the City, and 3) The minimum projects costs of \$1,360,000 has been incurred as provided in Section 3.3 of this agreement.

7.6. Lien on the Property. Concurrent with payment of the retainage, the Developer shall execute a lien or mortgage document in favor of the City in the amount of the final amount of the Grant, which shall be recorded and act as security to insure performance of the obligations of the Developer under this Agreement. Upon the fulfillment of the obligations of the Developer under this Agreement, the City shall execute and record a document releasing the lien or mortgage on the Property and the developer shall be released from any obligation to repay the Grant.

7.7. Termination of Payments. The obligation of the City to make payments under this

Agreement shall terminate once the aggregate total of all payments made to the Developer equals the maximum amount of the Grant specified in Article IV of this Agreement.

ARTICLE VIII ASSIGNMENT BY DEVELOPER

8.1. Permitted Assigns. The Developer may:

(a) Assign its rights and obligations under this Agreement to an entity that holds title to the Property and that is controlled by the Developer or by one or more of the principals of the Developer.

(b) Assign or collaterally assign the right to receive payments to any third party with written consent by the City Council, which written consent shall not be unreasonably withheld.

(c) Collaterally assign its rights hereunder to a first mortgage lender for the Project, if any.

8.2. Cooperation by the City. The City will cooperate with the execution of any assignment documents consistent with the provisions of this Article.

ARTICLE IX NO PARTNERSHIP OR VENTURE

The Developer and its contractors or subcontractors or its assignees shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or affect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

The intentions, affirmations, authorizations and agreements between the parties as expressed herein are approved solely by and between the parties and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties and each of them, whether real or alleged, is specifically disclaimed by the parties.

ARTICLE X WRITTEN NOTICES

10.1. Method of Delivery. Any notice required or permitted under this Agreement shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- (a) Hand delivered to the party to whom the notice is addressed;
- (b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid;

(c) Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below; or

(d) Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received.

10.2. Addresses. Notice shall be address to the respective parties as follows:

(a) **FOR THE CITY:**

City of Lake Geneva
City Hall
Attention: Sabrina Waswo, City Clerk
636 Geneva Street
Lake Geneva, WI 53141
Email: CityClerk@cityoflakegeneva.com

With a copy to:

Daniel S. Draper,
City Attorney
636 Geneva Street
Lake Geneva, WI53813
Email: ddraper@cityoflakegeneva.com

(b) **FOR THE DEVELOPER:**

Shad Branen
WIN Properties, LLC
P.O. Box 731
Burlington, WI 53105
Email: shad@winmediainc.com

**ARTICLE XI
DEFAULT, TERMINATION AND INDEMNITY**

11.1. Events of Default. Any one or more of the following events constitutes an event of default ("Event of Default"):

(a) A party fails to perform any material obligation owing by such party under this Agreement within ten (10) days after receipt of written notice thereof from the party to whom such obligation is owing; or

(b) Any foreclosure action is filed against the Property, any petition is filed by or against a party to declare a party bankrupt or a debtor under any insolvency law or to delay,

reduce or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

(c) The Developer shall require any other financial institution providing financing for the project to provide the City with any notices of default.

(d) Any transfer of ownership by Developer without the written consent of the City.

11.2. Default in Obligation to Own the Property. Except as limited by this paragraph, if the Developer fails to fully perform its obligations under this Agreement, said failure shall be deemed a default.

11.3. Default in Obligation. If the Developer fails to fully perform any of its obligations under this Agreement or any other financing for the project, then the City or the City's agents shall have the right to enter onto the Property to perform those obligations. The Developer shall reimburse the City for any costs incurred by the City in performing said obligations. If the Developer reimburses the City for all grant monies provided to Developer, then the City shall release any lien or mortgage against the Property as provided for under this Agreement. If the Developer fails to reimburse the City, then the City may seek to foreclose on the lien or mortgage or exercise any other remedy available at law or in equity.

Right to Cure. Either party shall have the right to cure an Event of Default within ten (10) days of its occurrence (or, if the act necessary to cure such Event of Default does not involve the payment of money and cannot reasonably be cured within such ten day period, if the defaulting party fails to commence such act within the ten day period and thereafter promptly, effectively and continuously proceed with such act, subject to the Force Majeure provisions of Article XII).

11.5. Remedies. Upon the failure of a party to cure an Event of Default, the party to whom such obligation is owing may at its sole option exercise any and all remedies available at law or in equity first to compel specific performance by the defaulting party of its obligations hereunder, or if appropriate, to recover damages incurred by the party seeking to pursue its remedies hereunder including, without limitation, all costs, taxes, filing fees, arbitration fees, witness expense and reasonable attorneys' fees and disbursements. Notwithstanding the foregoing, no party may initiate any action or proceeding to terminate this Agreement or its obligations hereunder, except as provided in Section 11.7 below. The termination of this Agreement shall not preclude either party from exercising its remedies under this Agreement to recover damages incurred by such party as a result of such termination.

11.6. Waiver. No failure or delay by a party to insist on specific performance of any term of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall constitute a waiver of such term or such breach.

11.7. Termination. This Agreement may be terminated only upon the occurrence of one or more of the following events:

(a) Either party is relieved of or enjoined from performing its obligations, in whole or in part, by a judicial determination by any court of competent jurisdiction, and all appeals therefrom shall have been adjudicated or terminated;

(b) An Event of Default shall have occurred and the non-defaulting party to this Agreement agrees to such termination;

(c) The obligation under Section 3.6 of this Agreement to continue to own the Property for ten (10) years following the completion of the Project has expired or is waived by the City.

(d) The liens provided and grant obligations under this Agreement shall be reduced in the form of grant (loan) forgiveness over ten years as follows:

- 1) After 2 years of operation a 10% reduction of the grant total
- 2) After 3 years of operation a 10% reduction of the grant total
- 3) After 4 years of operation a 10% reduction of the grant total
- 4) After 5 years of operation a 10% reduction of the grant total
- 5) After 6 years of operation a 10% reduction of the grant total
- 6) After 7 years of operation a 10% reduction of the grant total
- 7) After 8 years of operation a 10% reduction of the grant total
- 8) After 9 years of operation a 10% reduction of the grant total
- 9) After 10 years of operation a 20% reduction of the grant total

11.8. Cumulative and Concurrent Powers. Each right, power and remedy of a party provided for under this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for under this Agreement. The exercise or beginning of the exercise by a party of any one or more of the rights, powers or remedies provided for under this Agreement shall not preclude the concurrent or later exercise by a party of any or all such other rights, powers or remedies.

11.9. Indemnity. Developer hereby agrees to and shall at all times indemnify and hold harmless the City of Lake Geneva (the "Indemnatee") against all: (i) claims, demands, liabilities, actions and prosecutions which may be asserted, made or brought against the Indemnatee, or any and; (ii) losses, costs, damages and expenses, including reasonable attorney expenses and disbursements, which may be suffered, incurred or sustained by the Indemnatee, to the extent caused or contributed to by any breach of this Agreement by such Developer or any lien filed by any contractor or agent undertaking work or supplying services or materials for the Project or Infrastructure; provided in no event shall Developer be liable to the Indemnatee for any consequential or incidental damages, damages resulting from loss of profits or income, loss of use or property or other indirect damages.

ARTICLE XII

TIME AND FORCE MAJEURE

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal),

civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

ARTICLE XIII GENERAL PROVISIONS

13.1. Defined Terms. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

13.2. Entire Agreement. This Agreement, including any document expressly incorporated by reference into this Agreement, states the final and exclusive agreement between the parties. Any and all prior negotiations and agreements are merged into and superseded by this Agreement.

13.3. Binding Effect. This Agreement binds and benefits the parties and their respective heirs, legal representatives, successors, and permitted assigns.

13.4. Modification. This Agreement may be amended or modified only by a written agreement duly executed by all parties hereto.

13.5. Non-Discrimination. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any person or entity in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin, religion, or identity, color, gender, marital status, age, handicap, or national origin, and that the development of and construction and operations of the Project shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

13.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

13.7. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Walworth County, Wisconsin, or United States federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then that provision is severed from this Agreement and the other provisions remain

in effect.

13.9. Execution of Supporting Documents. From time to time hereafter and without further consideration, the parties shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as either party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

13.10. Headings and Titles. This Agreement is to be construed as a whole, without reference to any heading or title, which are inserted merely for the convenience of the parties.

13.11. Recording. The parties agree that this Agreement may be recorded to provide notice to third parties of the ownership requirements contained in this Agreement.

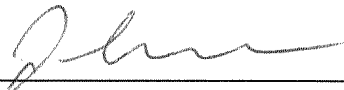
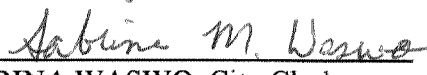
13.12. Ambiguities. Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date set forth above.

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

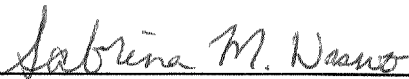
CITY OF LAKE GENEVA

By: 
JIM CONNORS, City President
Mayor City of Lake Geneva
By: 
SABRINA WASWO, City Clerk

State of Wisconsin)
) ss:
Walworth County)

This instrument was acknowledged before me on the 24th day of March
2016, by James Connors.

[Seal] State of Wisconsin
Notary Public
Sabrina M. Waswo


Notary Public, State of Wisconsin
My commission expires on 7/20/2019

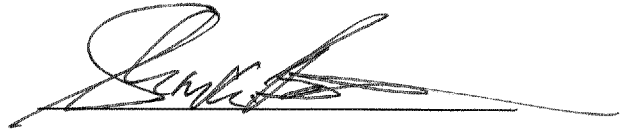
State of Wisconsin)
) ss:
Walworth County)

This instrument was acknowledged before me on the 28th day of March
2016, by Sabrina M. Waswo.

[Seal]


Notary Public, State of Wisconsin
My commission expires on 2-13-18

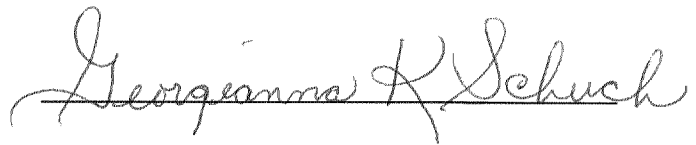
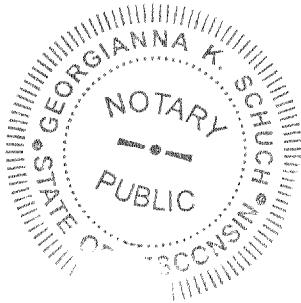
DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT



State of Wisconsin)
) ss:
Walworth County)

This instrument was acknowledged before me on the 24th day of March,
2016 _____.

[Seal]



Notary Public, State of Wisconsin
My commission expires on 7.24.16

This instrument was drafted by Attorney Daniel S. Draper of Lake Geneva, Wisconsin.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

Legal Description

The following described real estate situated in the County of Walworth and State of Wisconsin, to-wit:

Parts of Lots 1, 2 and 3, Block 26 in the Original Plat of the Village of Geneva, now City of Lake Geneva, Walworth County, Wisconsin and bounded by lines as follows, to-wit:

Commencing at the SE corner of Lot 1 aforesaid; running thence West on the south lines of said Lots 1, 2 and 3 to a point on the South line of said Lot 3, which is 15 feet West of the East line thereof, said point being the SE corner of that parcel of land heretofore conveyed by the party of the first part of Charles Quigley, running thence North on said Quigley's East line (which said line is parallel with and of an even and equal distance of 15 feet West from the East line of said Lot 3) 46 feet thence East parallel with the South lines of said Lots 1, 2 and 3, to the East line of said Lot 1, thence South on the East line of said Lot 1, 46 feet to the place of commencement.

ALSO that part of Lots 1 and 2 in Block 26 of the Village of Geneva, now City of Lake Geneva, Walworth County Wisconsin, according to the recorded Plat of said Village of record in the Office of the Register of Deeds in and for the County of Walworth and State of Wisconsin, aforesaid, described as follows, to-wit:

Commencing at a point in the East line of said Lot 1, 46 feet North of the Southeast corner thereof, being in the Northeast corner of the Theater building; thence North 25 feet; to the Southeast corner of a building presently owned by Pantorium Cleaners and Dyers, Inc.; thence West parallel with the North line of said Lots 1 and 2, 100 feet; thence South 25 feet, to the North line of the Theater building; thence East, along said North line, 100 feet to the place of beginning.

ALSO a parcel of land consisting of part of Lots 1, 2 and 3 in Block 26 of the Original Plat of the City of Lake Geneva, Walworth County, Wisconsin, described as follows, to wit:

Commencing at the NE corner of said Block 26; thence South along the East line of said Block, 77 feet to the place of beginning; thence West parallel to the North line of said Block, 95 feet; thence South 9 feet; thence West 40 feet; thence South parallel to the East line of said Block, 40 feet; thence East 35 feet to the SW corner of land conveyed by Christian Larsen and wife, to Henry H. White, by deed recorded in Volume 113 of Deeds, on Page 207; thence North 25 feet; thence East 100 feet to the East line of said Block; thence North along the Block line, 24 feet to the place of beginning.

ALSO a parcel of land consisting of part of Lots 2 and 3, Block 26 of the original plat of the Village of Geneva, now City of Lake Geneva, Walworth County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Block 26, thence South along the East Line of said Block, 77 feet; thence West parallel to the North line of said Block, 95 feet; thence South, parallel to the East line of said Block, 1.50 feet to the place of beginning; thence continue South 7.50 feet; thence West parallel to the North line of said Block, 40.00 feet; thence North, parallel to the East line of said Block, 7.50 feet; thence East, parallel to the North line of said Block, 40.00 feet to the place of beginning.

ALSO a right of way in common with others, over the following described parcel of land:

Beginning 25 feet East of the NW corner of said Lot 2; thence South 77 feet; thence East 10 feet; thence

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ALTA Commitment (06/17/2006)



EXHIBIT "A"
Legal Description

North 77 feet; thence West 10 feet to the place of beginning.

Tax Key No: ZOP 00246, ZOP 00247, and ZOP 00248

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ALTA Commitment (06/17/2006)

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EXHIBIT B
SALE AND PURCHASE AGREEMENT

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, Inc.
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI

3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1) Purchase Price shall be Eight Hundred Sixty Thousand Dollars (\$860,000).
8 _____

9 2) Buyer's bank letter is attached.
10 _____

11 _____

12 _____

13 _____

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22 _____

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25 _____

26 _____

27 _____

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

31 Party making the Counter-Offer on or before December 31, 2015 by 5:00PM

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to

33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**

35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/29/2015

37 Shad Branen 12/29/2015 and Firm 11:16 PM CST Date 12/30/2015 03:51 PM CST

38 (x) _____ (x) William Tachimek _____

39 Signature of Party Making Counter-Offer _____ Signature of Party Accepting Counter-Offer _____

40 Print name WIN Media, Inc. _____ Print name _____

41 (x) _____ (x) _____

42 Signature of Party Making Counter-Offer _____ Signature of Party Accepting Counter-Offer _____

43 Print name _____ Print name _____

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm _____ Date _____

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, Inc.
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI
3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:
7 1) Purchase Price shall be Eight Hundred Fifty Thousand Dollars (\$850,000).

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before December 26, 2015 by 5:00PM
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/23/2015.
37 _____

38 (x) Shad Branen  Licensee and Firm 12/23/2015
39 Signature of Party Making Counter-Offer 04:08 PM CST Date
40 Print name WIN Media, Inc.

(x) _____
Signature of Party Accepting Counter-Offer Date
Print name

41 (x) _____
42 Signature of Party Making Counter-Offer Date
43 Print name

(x) _____
Signature of Party Accepting Counter-Offer Date
Print name

44 This Counter-Offer was presented by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12-23-15.
45 _____ Licensee and Firm Date

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) (Party's Initials)

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, INC.
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI

3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:
7 1) Purchase price shall be Eight Hundred Ninety Five Thousand Dollars (\$895,000).
8 _____
9 _____
10 _____
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25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before December 23, 2015 by 5pm
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/22/2015.
37 _____ and Firm ▲ Date ▲

38 (x) William Jachimek 12/22/2015 and Firm ▲ Date 12:48 PM CST
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ▶ Jachimek Family LP

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ▶

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

44 This Counter-Offer was presented by Sal Dimiceli Sr. - Lake Geneva Area Realty on 12/23/15.
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) SB (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON December 21, 2015 [DATE] IS (AGENT-OF-BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT-OF-BUYER-AND-SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, WIN Media, Inc.
4 _____, offers to purchase the Property known as [Street Address] 244 Broad St
5 _____ in the _____ City
6 of Lake Geneva _____, County of Walworth _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: Eight Hundred Thousand
9 _____ Dollars (\$ 800,000.00)
10 ■ EARNEST MONEY of \$ --- accompanies this Offer and earnest money of \$ 40,000.00 will be
11 mailed, or commercially or personally delivered within 1 days of acceptance to listing broker or
12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: Contents of Building as shown
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or N/A
19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: N/A
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 December 23, 2015 _____ Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.
39 Buyer's recipient for delivery (optional): Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.
40 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 249-3001 Buyer: (262) 249-3001
42 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): Team@LakeGenevaAreaRealty.com
54 E-Mail address for Buyer (optional): Team@LakeGenevaAreaRealty.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated July 9, 2014 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than March 31, 2016

_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

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

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

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

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

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

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

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____

_____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

N/A ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES _____

☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: movie theater

[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

☒ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: See additional provisions lines 277-282.

or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within 160 days of acceptance of this Offer.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

☒ **CHECK ALL THAT APPLY**, for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☒ **MAP OF THE PROPERTY:** This Offer is contingent upon ~~Buyer obtaining~~ (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a ALTA/ACSM Land Title Survey survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 14 days of acceptance, at ~~Buyer's~~ (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of .23 acres, maximum of .35 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

☒ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
- d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
- g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
- o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
- r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
- t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- u. Government investigation or private assessment/audit (of environmental matters) conducted.
- v. Other Defects affecting the Property.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written commercial [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 45 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 720,000.00 for a term of not less than _____ years, amortized over not less than 25 years. Initial monthly payments of principal and interest shall not exceed \$ 3,975.00. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.250 %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES: "Line 116 - PROPOSED USE CONTINGENCIES - Line 127 - APPROVALS:"
Approval by City of Lake Geneva for the requirement of a minimum of \$800,000 (Eight hundred thousand dollars) TIF funding for the remodeling of 244 Broad Street Lake Geneva, WI 53147 to restore the movie theater.

This offer to purchase may be extended due to the fact the governing body/city council of Lake Geneva may need additional time to have appropriate meetings to approve the requirement of a minimum of \$800,000 (Eight hundred thousand dollars) TIF funding.

DEFINITIONS CONTINUED FROM PAGE 4

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

EARNEST MONEY

■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

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

_____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ 15 _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ 15 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ 5 _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

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

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

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

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ☒ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,

473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 ☒ **ADDENDA:** The attached Attorney approval, Addendum D, Electronic Signature is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.

481 _____ on _____

482 Buyer Entity Name (if any): _____

483 (X) Shad Brannen 12/21/2015 17:47:50

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► WIN Media, Inc.

Date ▲

485 (X) _____

486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____

Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 (X) _____

494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____

Date ▲

495 (X) _____

496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____

Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty
498 _____ on December 22, 2015 at 12 a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] WJT

500 Seller Initials ▲ _____

Date ▲ _____

Seller Initials ▲ _____

Date ▲ _____

450 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **■ CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.))** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ☒ **ADDENDA:** The attached Attorney approval, Addendum D, Electronic Signature is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.

481 _____ on _____

482 Buyer Entity Name (if any): _____

483 (X) Shad Branen 12/21/2015 17:47:50

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► WIN Media, Inc. Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty
498 _____ on December 22, 2015 at 12 a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Contingency: Buyer and Seller's Attorney Approval.

Attached to and made part of the offer dated: 12/21/15
Between the Buyer, WIN Media, Inc.
And the Seller, Jachimek Family LP
For the real property located at: 244 Broad Street
Lake Geneva, WI 53147

This offer to purchase is contingent upon approval by Buyer's and Seller's respective attorneys. Buyer's and Seller's attorney may, within 7 business days of acceptance of this offer, provide written notice to the other party of objection to the terms, conditions and contingencies contained in the Offer to Purchase (excepting total purchase price, which may not be modified). Notice shall be delivered in the same fashion as acceptance of the Offer as provided elsewhere in the Offer to Purchase.

Any such objection made shall be accompanied with a proposed amendment to the contract executed by the parties whose attorney has tendered the objection, which amendment shall include proposed modifications to the terms of the Offer.

The non-objecting party may, within 7 business days of receipt of the other party's objections and proposed amendment to the objecting party in the same fashion as acceptance of the Offer as provided elsewhere in the Offer to Purchase.

A failure to either party to timely object to the terms or the Offer to Purchase, or object and provide a proposed amendment to the terms of the Offer to Purchase shall be deemed a waiver of this contingency.

A failure of the non-objecting party to accept the proposed amendment, if any, within the time frame set forth herein, shall render this Offer to Purchase null and void and all earnest money paid by Buyer shall be returned to Buyer.

Buyer: Shad Branen 

Date: 12/21/2015 05:47 PM
CST

Seller: William Jachimek  12/22/2015 12:48 PM CST

Date: _____
Date: _____
Date: _____
Date: _____

CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law
2 requires certain safeguards to ensure that consumers like you have the capability to receive such
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,
5 contracts and other documents and records ("electronic documents") that would otherwise be legally
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and
17 save it on your computer, the image of the cursive signature on the stored electronic document on your
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required
31 to access (open and read) and retain (save) the electronic documents:

- 32 ♦ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS
33 8.1 or higher.
- 34 ♦ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ♦ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific
44 property, provide the property address or description below.

45 Specific Property: 244 Broad Street Lake Geneva, WI 53147

46 _____

47 **CONTACT INFORMATION:**

48 Broker Name: Lake Geneva Area Realty, Inc.

49 Agent's Name (optional): Sal Dimiceli Sr.

50 Address: 101 Broad Street Ste. C3 Lake Geneva, WI 53147

51 E-mail Address: team@lakegenevaarearealty.com

52 Party Signature (sign or type in name): Shad Branen



12/21/2015 05:47 PM CST

53 E-mail Address: shad@winmediainc.com

ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (~~Buyer Agency Agreement~~)
2 (Other [specify]: _____) the ("Form")
3 [STRIKE AND COMPLETE AS APPLICABLE] dated July 9, 2014, for a
4 transaction relative to the following Property: 244 Broad St, Lake Geneva, WI 53147
5 _____

6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ▪ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the
10 electronic transmission of the document or notice to the e-mail address specified below for the
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the
15 transaction, as required by federal law.

16 Seller's Initials: [Signature] Electronic Consent Given: ☒ Yes
17 Seller's e-mail address for delivery of electronic documents: billjach@aol.com,
18 katherinejpawn@aol.com

19 Buyer's Initials: SB 12/21/2015 05:47 PM CST Electronic Consent Given: ☒ Yes
20 Buyer's e-mail address for delivery of electronic documents: _____
21 _____

22 Listing Broker's Initials: [Signature]
23 Listing Broker's e-mail address for delivery of electronic documents:
24 Team@LakeGenevaAreaRealty.com

25 Cooperating Broker's Initials: _____
26 Cooperating Broker's e-mail address for delivery of electronic documents:
27 _____

Drafted by Attorney Debra Peterson Conrad; Copyright © 2008 by Wisconsin REALTORS® Association
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

EXHIBIT C
PROJECT BUDGET

Exhibit C

Project Budget

City of Lake Geneva
Tax Incremental Financing District No. 4
Theater Redevelopment Grant
Project Budget as of March 10, 2016

Project Costs:	<u>Project Costs</u>	<u>Grant Amounts</u>	<u>Action</u>
Initial Construction	914,706	777,500	85% Match
Projection Costs	400,000	50,000	When Installed
Additional Project Costs	45,294	40,000	When Completed
Total Project Costs	1,360,000	867,500	Project Minimum
Additional Costs for Elevator	55,000	27,500	If Needed
Total City Participation	1,415,000	895,000	
Developer Contingency	585,000	-	
Total Project Costs	2,000,000	895,000	

Theater Redevelopment Grant :	<u>Amount</u>
Developer Grant Request	950,000
City Grant (Loan Forgiveness)	(895,000)
Balance Unfunded	55,000

Other Potential Grants:	<u>Amount</u>
The Friends of the Geneva Theater	45,000
Lake Geneva Economic Development Corp	2,500

Property Acquisition:	<u>Amount</u>
Mortgage	688,000
Developer	172,000
City	-
Total Property Acquisition	860,000

SPECIAL CITY COUNCIL MEETING – TIF WORKSHOP

SATURDAY, MARCH 14, 2015 – 8:30 AM

COUNCIL CHAMBERS, CITY HALL

Mayor Connors called the meeting to order at 8:34am.

The Pledge of Allegiance was led by City Clerk Waswo.

Roll Call. Present: Mayor Connors, Aldermen Wall, Chappell, Kordus, Kehoe, Hedlund, Hill, and Kupsik. Absent: Alderman Lyon. Also present: City Administrator Jordan, Vandewalle & Associates Inc Representative Scott Harrington, City Attorney Draper, and City Clerk Waswo.

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

Richard Malmin, N1991 South Lakeshore Drive, Lake Geneva, stated he would like the city to close TIF4 and would like the reroute of South Lake Shore Drive to not be a part of the projects before closing. He attended the February 10th Walworth County Finance Committee meeting where a resolution was passed urging the City to close the TIF. He stated South Lake Shore Drive is not in need of repair or meets any requirement to qualify for a TIF project. He believes the reroute for safety is incorrect as the road would be more dangerous with extra turns, entrances and exits. He stated the Lake Geneva community will not accept this reroute without protest. He urged the council to close the TIF and not add the reroute to any list of new TIF projects.

Mary Jo Fesenmaier, 955 George Street, Lake Geneva, requested the process be protected. Based on the agenda she is assuming that the decision will be made today on which projects will be added to the TIF. She noted there was a representative from Vandewalle for the TIF and requested him to go over the dates. During her council term, any projects that existed had to have signed contracts in place before the TIF closing date. She would like the procedure of adding new projects at the last minute explained by the Vandewalle representative. She requested council to postpone their decision to allow for public input.

Henry Sibbing, 1031 West Main Street, Lake Geneva, stated in speaking with Alderman Kupsik about the referendum last November, it became clear that city residents did not want funds spent on a parking structure. He believes taxpayers would be interested in having their tax money spent on something of interest and value in the community. One of his pet projects is the Hillmoor Golf Course. He read an excerpt from a 1997 letter he wrote to the Lake Geneva Regional News, where he requested the City of Lake Geneva own and operate the Hillmoor Golf Course. He said the time has come for the city to reclaim and rescue this Historic crown jewel. Hillmoor is located in TIF 4 and the city has \$10 million in the TIF fund, all that would be required is approval to amend TIF 4. He believes the joint board would approve this project. He challenged the council to take action and save Hillmoor. Mr. Sibbing noted about 6 years ago a survey was sent out to the residents of the community asking if the city should own and operate Hillmoor as a municipal golf course. He stated 884 people responded and 66% of the residents were in favor of the city owning and operating the golf course. He felt the parking structure failed because the taxpayers wanted their money spent on something they can use and have fun with. He urged the council to give this project serious consideration as he believes the taxpayers and Joint Review Board would stand behind it as it benefits the entire community.

Ken Etten, 1109 Wisconsin Street, Lake Geneva, appeared on behalf of the Friends of Lake Geneva Theater 3c Charitable Corporation. He stated TIF's are not illegal; rather it is how they are interrupted. He noted the state revenue site listed over 1,100 active TID's throughout Wisconsin and that it is not something unique to Lake Geneva. He believes good work and valuable projects have been done over the years in the city with the TIF funds. These projects have enhanced the community and would not have happened without the TIF. Mr. Etten stated it is important to note that the TIF money was paid by real estate taxes from property owners who live within the TID in the City of Lake Geneva. The money was not paid by people in Bloomfield, Linn, or Geneva Township; it was paid by property owners within the City of Lake Geneva. Back in 2012 he made a presentation asking the city to purchase the Theater with TIF funds with the understanding that the Friends of Lake Geneva Theater would be responsible for raising funds

to restore and maintain it. The property has been vacant for 5 years and qualifies as a deteriorated property right in the middle of the downtown area. The property tax 5 or 6 years ago was over \$30,000 and last year, they were under \$14,000. It is obviously going downhill and bringing the value of other properties around it down as well. He stated other communities have done this and been successful. The theatre would be a multipurpose facility that would benefit local school children, and be a gathering place for adults and seniors. The biggest impact will be bringing people to the downtown area that will increase spending and revenue and creates jobs. Mr. Etten stated the choices are to do nothing and allow the Theater to deteriorate, allow the TIF to close, or allow the city to collect only 25% of these funds. The other option is to take a portion of the TIF funds to buy the building as an investment in long term economic vitality of downtown Lake Geneva and restore it as a multiuse community arts center. He requested the council give this last option a strong consideration to include this project before the TID closes.

Richard Peterson, 2223 Sheridan Springs Road, Burlington, stated Mr. Etten left out that the Geneva Theatre would cost about 1 to 3 million dollars to renovate. He stated Mr. Etten believes he will be able to raise the money to take care of the renovations and the city would only need to buy the building. He said this was tried in Highland Park, Illinois, where they bought the theatre for 1 million dollars and they could not even raise \$20,000 for the study. Mr. Peterson suggested the Friends of the Geneva Theatre start obtaining the donations, make sure the checks clear, and then start talking about it. He recommended the issue be put on a referendum to get the support of the people and then buy it.

Mary Jansen Quinn, 512 Maxwell Street, Lake Geneva, stated she is a board member of the Friends of the Geneva Theater. She responded to one statement Mr. Peterson said as she felt he cherry picked the one failure in the historic theatre purchase and revocation, most of which have had city support. She stated there are several examples of historic theaters that have revitalized downtown areas and they do work. Ms. Quinn said it really hurts her to see the idea of a TIF fund that have been accumulated for public good over many years, not be used to make a big impact on the downtown. She urged the council to do something with this money to make a difference for the community.

Terry O'Neill, 954 George Street, Lake Geneva, asked the council to suspend the rules and change the position of items 5 and 6 to allow the council to vote to close the TIF and end further projects. There are times when people in the city rise up to object to what the council wants to do. Most of the time, such as with the liquor demerit system, the council listens and changes its course. However, he noted twice the council has turned against the citizens and the surrounding area. He stated one issue was the Mirabeau Hummel property. The land annex increased the area of Lake Geneva by 50% and led to lawsuits, divided the city and created hostile feelings with neighbors. He brought this up today as he believes the driving force behind the Big Foot Park road reroute is again, the construction companies, the developer, and the real estate investors that are concerned with the development of the annexed property. He hopes that 5 members will vote today to close TIF 4. He stated they need to decide if people will be able to drive to an area where a forest once was or hike through a forest. He noted everyone is right in their own eyes, but the difference is in the eyes of the people affected and requested the council to vote to close TIF 4.

Ed Yaeger, 421 Water Street, Lake Geneva, stated he thinks the agenda items are reversed. The issue is not what the council is going to do with TIF, it is whether or not to close it. He stated the county has done a good job in responding to requests to stop taxpayer abuse that the TIF 4 creates. He noted it should be closed before any decisions are made. He believes the council needs to stop proposing things that the people do not want or like, such as the Big Foot Beach. Mr. Yaeger believes TIF 4 has been used as a wedge between citizens and businesses and stated it is a divisive cruel statute that should be closed to allow Lake Geneva to continue its small town character.

Marsha Enquist, 544 Highland Road, Williams Bay, was concerned that the museum has outgrown its walls. If a plan is not started now to add to the space, they are going to be limited with what they do and how they do it. She currently services as the Assistant to the Executive Director and has been with the museum for several years. She stated she has seen an increase in attendance from 3,000 to 18,000 per year. She stated the one hour workshops have gone from 7 to 102 people. This is a community asset that the city has built and supported. She is hoping that they start to think about expansion and requested the council talk about the long range plan for the museum.

Mayor Connors noted the city also received a letter from Penelope Roehrer.

Discussion and Recommendations on Project Plan Amendment for TID 4

City Administrator Jordan commented on the original TID and the intent. It started in 1996 with two prongs; to eliminate blight and to alleviate traffic congestion in the city, which City Attorney Draper confirmed. He stated using the TIF funds was how the city was able to do the 120 bypass and Edwards Boulevard. He noted moving the boat launch to Big Foot State park was part of the original TIF as it would help with traffic congestion in the downtown area. As a point of clarification on the agenda, Mayor Connors noted that the agenda says discussion and recommendation with no decision to be made as the item would go back to council.

Alderman Kehoe stated she was part of the original TIF in 1995 and stated there were many ideas. She wanted to see the White River, which began a lot of thought with the White River that accommodated the citizens. She requested residents to speak to their alderman about what they wish to happen in Lake Geneva. Ms. Kehoe notes she is not in favor of closing the TIF as there are a lot of things that still need to be done. She said she wants to be partners with other communities and requested citizens to speak with their alderman about what they would like to see done in their community.

Alderman Kupsik said he wanted to respond to some accusations made that there were frivolous things done with the TIF. As of May 12, 2014, there was a list of projects that were completed because of the TIF district funds. The list includes the beach house remodeling, the Riviera remodeling, West End Library Park restroom, beach wooden walkway, West End pier slips, gas dock, Main Street bridge, city portion of Wrigley bridge, Edwards Boulevard, museum renovation, Chamber of Commerce restroom upgrade, burying electrical power lines north alley, south alley and Seminary park, Library park restorations and sidewalks, boat launch ramp reconstruction, Flat Iron park pavilion and sidewalks, Dunn Field parking, signage rehabilitation, paint signage and light poles in downtown Lake Geneva, Sheridan Springs traffic signals, parking station system (2/3 funded by TIF), street sweepers, bobcats, Seminary Park shelter, tree planting, Wells Street-Lakeshore Drive-Main Street improvements, Main Street-Mill Street intersection, street improvements through the TIF area, Dunn Field Skateboard Park, Library restroom upgrade, downtown traffic signal upgrade, Dunn Field tennis court and concession stand, Maple Park tennis courts, alley paving (4 pavings at \$25,000 per alley in TIF 4), Riviera seawall repair, resurface Main Street between Center and Broad Streets, Mill Street and Main Street to Sage Street, Main Street culvert, Geneva Street parking lot upgrade, traffic signal Main Street at Cook Street, Broad Street lighting, Geneva Street to the corner of Williams to County H and there are still some projects that need to be completed. Mr. Kupsik noted the list is maintenance related items that needed to be done. Without the TIF 4 these items would put a burden on taxpayers. He believes the right move was to use the TIF as it was set up to be a tool for municipal development and to take care of blighted areas and infrastructure. In regards to the county vote, he noted it was only a recommendation, not a forceful action. The county has no right to tell the city what to do with their TIF, however, as a formality, as a way of conveying their thoughts to the city, they have every right to present a resolution to recommend the city close TIF 4. He said that is all it is, a recommendation.

Alderman Chappell asked if there are any other things we can do with this money. She suggested picking projects that benefit the most people. She has seen Hillmoor go from a beautiful piece of property to an awful lump of broken dead trees and tall weeds. This main entrance to the city has become an awful eyesore for tourists and residents coming into town. She believes the golf course would be well attended and a great addition to the skate park and dog park. She believes incorporating this would benefit most residents and also agreed with buying the Theatre and making it into a community center for the arts. She stated generally the funding is cut for arts however; they are the foundation for creating a valuable life and increasing the quality of life for citizens in the community. She believes the museum should also be added to the long term planning of expansion. She stated Hillmoor and the theatre are two important properties that the city should look into getting back up and running as it would help round out the city.

Alderman Hill noted that Mr. Kupsik reading the prior items funded by the TIF is a good reminder of all the positive things these funds were able to contribute to the community. She stated she spoke with the supervisor at the county who made the motion to recommend the resolution to tell the city to close TIF. He indicated that the city was in a partnership, which Ms. Hill stated she responded to him that a one way direct communication is not a partnership, nor is it a conversation about how the city uses joint funds. Ms. Hill said she respectfully requested the county postpone their vote for one month for the council to have this conversation here today. But rather, they took the course of passing a nonbinding resolution, which in Ms. Hill's opinion was purely a political stunt as it has no bearing on what they actually decide to do here today. She said TIF 4 is a tremendously positive financing tool for the council. There may be a reason why other counties in the state have not taken such action because she believes the city has one of the most successful TIFs in the State of Wisconsin. The city is fully funded and debt free and noted there is lot of other

people who want to put their hands in the pot, whether it is the county, or for Hillmoor, or the theatre. She stated she contends that the council is here to be strong financial stewards of the taxpayers' monies and it is their responsibility to not choose frivolous projects and spend the money wisely. The main test for these projects is, does it pass the "but for" test. She stated would these developments have happened "but for" the use of these TIF funds. She is very familiar with the Hillmoor situation from her real estate side and does not want to be in the golf course or theatre business as a city. She noted when you are in a community so long and you drive or walk by a piece of blight so many times, it tends to fade into the background. Those four block faces are the most important and profitable block faces in the city and stated the theatre is a major piece of blight in that area.

She said it is important to note in the project plan from 1995, the frustration with traffic congestion even 20 years ago and what permeates throughout these documents is blight and traffic congestion. She believes the failure of the parking referendum not to be a referendum on TIF itself. There was tremendous amount of misinformation in regards to the parking structure. Such as, people being told that if they voted against the parking garage, the council would close TIF and they would get a refund check, which she noted was obviously not the case and outright foolish.

Ms. Hill asked Mr. Harrington, in regards to cash grants for development, would there have to be a developers agreement in place in order to present it to the Joint Review Board. Mr. Harrington stated no. She questioned instead of outright purchasing the theater building, would there be a way to partner with a developer and what does cash grant mean. Mr. Harrington stated a cash grant would be providing some direct financial contribution to a project. He noted there are a lot of different ways it can be done but, it does require a developer's agreement. Under the TIF statute, that does not have to be approved by the Joint Review Board. The project plan has to include that as an expenditure but once that is done, the details of the cash grant, the amount and the terms are strictly between the city and the recipient. He stated sometimes the cash grants are upfront payments, or pay as you go where the value of the property increases. As the property pays additional taxes, some portion of that tax is refunded back to the property owner on an annual basis up to a certain amount. There is a lot of different ways that could be structured to provide assistance without the city having to actually buy the property. Ms. Hill felt this is the type of creativity the council needs to come up with. She noted projects such as the theater are opportunities that happen all over the country. To get back to the "but for" she didn't see that property changing hands any time soon in the private sector. She stated she completely disagrees that this is a divisive issue in the city; it is really only the same 3 or 4 individuals that attend the council meetings that she hears being told to close TIF. She has done this for the last 3 years and stated most of the citizens and her constituents feel that the city has been good financial stewards of these funds. She would like to continue with TIF and like the council to get very earnest and creative to address these areas of blight. She noted Traver Hotel is another example of blight in the city.

Mayor Connors asked Mr. Harrington to explain what was spent in relationship to what the last project plan was, along with the council's options. Mr. Connors said the last project plan in the TIF had an overall dollar value on how much could be spent and asked to explain the council's options along with the timing of the dates. Mr. Harrington stated the TIF was first adopted in September of 1995 and as a blighted district under the statute, the city has until 2017 to spend funds with an additional 5 years to 2022 in order to collect funds to retire any outstanding obligations. Those are the statutory limits in terms of the dates as prescribed by the State. In order to close the district such that funds would not be placed into the TIF account for next year, the city would need to notify the Department of Revenue in May of this year and essentially close it. The DOR would work with the city to do a final accounting and finish it up this year. Starting with next year, it would be distributed to the taxing districts as they are everywhere else without a TIF.

Administrator Jordan stated with the revised TIF amendment 3 and the 15%, the city has spent \$24,020,246 and is within \$300,000 of that amount. Mayor Connors asked Mr. Harrington if the city has a normal or abnormal TIF. He stated the city is abnormal in a good way. The city's TIF district has been hugely successful with the growth in value, projects accomplished and the difference it has made with how the downtown functions. The fact that the city has completed all or most of its authorized projects and still has another two years of spending period left with no debt, makes the city far ahead of the game, which he considers an abnormal success. He stated there are a lot of TIF districts in the State that suffered pretty dramatically during the recession. They are grossly upside down, and are having to declare themselves stressed or severely distressed. In these instances, the statute allows them to add additional time, in some cases up to 40 years to retire the debt that they took on or to deal with the loss in value that occurred during the recession. He stated the city's district is an absolute unqualified success.

Alderman Kordus said in discussing the closing dates they have heard a lot of different ideas, some projects partially completed that may have been started but not completed, or may have had funding reduced. He questioned if projects could continue to be fully funded if the council decides to close the TIF in May or if once the TIF is closed, would those funds immediately be remediated back to the taxing authorities. Mr. Harrington replied that once the city decides to close the TIF, any expenditures have to be made prior to that date. The city cannot close the TIF and then spend the funds; the funds have to be encumbered or allocated before that time. There may be ways to encumber funds prior to that point, but that would need to be discussed with legal counsel if those projects would be constructed years later.

Alderman Chappell stated that closing would stop the process and questioned if keeping it open keeps money coming in. She said that does not mean the city would use the extra money coming in, just using the money that is already in the TIF to round out the blighted areas. Ms. Chappell noted that the golf course and theatre were functioning back in 1996, which means they could not have known that these areas would have been an issue. She asked if being positive meant the city would not be able to make new projects. Mr. Harrington stated, they can, but the spending plan would have to be amended. The dates given of 2017 and 2022 are the statutory limits. However, it is also in the statute that once you complete the projects authorized on the spending plan, the city needs to close the district. He noted the city is about at that point, which means they have the option to pursue an amendment to add additional projects and carry those out. She asked if that amendment would go to the Joint Review Board, which Mr. Harrington confirmed. He stated even if the city were to fund those projects out of the cash balance, as long as the district is open, the increment would still be collected and assigned to the TID. There is no way to keep working the projects but not collect additional funds. Those funds would build up as a surplus. At the closure of the district, and once the projects are completed within those statutory dates, the funds would then be distributed to the taxing districts on a prorated share. Alderman Chappell noted that the projects being considered would not be over and above the amount that is in the TIF, meaning that the taxing districts would eventually get their share, just not this fall.

Alderman Wall stated he is in favor of closing the TIF now. He disagreed with a couple of the projects lately including the concession stand at Dunn Field and the Skateboard Park. Mr. Wall stated if the parking structure would not have failed, the council would not be talking about this as it would not have any more green money to spend outside the White River Trail. He reiterated that he is in favor of closing it.

Alderman Kupsik stated there are issues with Big Foot Beach and was surprised to find out that the upgrades go back to 1997. He said this is nothing new, the state has been planning to do this for awhile. He found it unbelievable that over 189,000 people visit the park during the course of spring and summer. He asked if the city decided to work with the state and put a road through Big Foot Park, can the city use TIF money to fund that. He said it seems like it is an issue and wants to know if the city can take TIF 4 money and use it to put a road in; is this something possible or is it something the city cannot do.

Mayor Connors stated there is a timing issue of no new projects after 2017. To do additional projects, the council would need to do a project plan amendment. The reason for the meeting is to gage if there is any interest by the council to do a project plan amendment.

Alderman Hill questioned if it was in the TIF. Alderman Kupsik said can we use TIF money to fund that road. Mayor Connors stated looking back at the original TIF 4 (page 13), it lists all these things. Administrator Jordan commented that there were various parts that it was included in the original. He said in 1995 money put aside for planning and engineering for the boat facilities district. He noted on page 17 it states, "Assist state with redevelopment of boat launch facility in Big Foot Park," which at the time was estimated at 3 million dollars, much more than just moving the boat launch. Alderman Chappell asked what the funding of \$300,000 with a checkmark meant. Mr. Jordan stated from what he understood, the state was supposed to do a big project within the state park and the \$300,000 was the city's contribution. The state later came back and said they did not have the money. The council, at that time, said they were not willing on their own to spend the 3 million dollars to move the boat launch. Now, 10 years later the state is coming back saying, they now have some money and are interested in putting it towards urban smaller parks. Mr. Jordan noted that is what brought this issue up. Ms. Chappell asked if the city would have to go to referendum for that. City Attorney Draper stated if the council wanted to do that project, if it is over \$1,050,000, it would need to go to referendum. He noted even if it is joint with the state, if the city is spending over \$1,050,000, they cannot split it up into smaller pieces. Alderman Kordus said if the spending from the state was 3 million and the city's portion of the

spending is \$300,000, it would not have to go to referendum, which Mr. Draper confirmed. Mr. Kordus stated it is only if our portion of the spending is over, not the overall spending.

Alderman Kehoe stated that in 2008, the city was subject to blight. She asked for an explanation on the amendment stating the city still has 27 years to retire the district but the spending period had been increased. Administrator Jordan stated the amendment that was passed took advantage of the new state statute. He said the dates given by Mr. Harrington are accurate; the council would have to spend by 2017 and close by 2022. Mr. Harrington stated what the section refers to, is that prior to that, the district had a life of 27 years, but the initial spending period under the TIF law, at that time, was 10 or 12 years. With the 2008 amendment, the city took advantage of that change in state law to spend the money within the 22 year period rather than the previous much shorter period of time that the old statute indicated.

In regards to Big Foot, Alderman Kupsik believes it is a long shot that anything will happen based on the project presented to the city as it is not earmarked for this year's budget. It would not be earmarked until 2017. With the condition of our state legislature and our budget, he felt it may not happen. He asked if the city can appropriate the money for that road and have it available if the state decides to do that project. He also asked if the money is put aside, can the council still close the TIF afterward. Alderman Chappell questioned why the city would have to put money into the road. She said if the city wants the boat launch to be in that area, it would be nice to get it out of town. Mr. Kupsik said the road is part of the whole project. Administrator Jordan said the road is the city's apart from a couple small exceptions that are the Town of Linn's. He noted that the city was concerned with the erosion that is happening alongside of the road. The road being suggested through the park is the DNR's because they want to make the beach larger and do not want people crossing that road. Ms. Chappell stated Mr. Kupsik is right based on the timeline, it does not seem like this is even a possibility except for the \$300,000 that is already earmarked for a boat launch.

Mayor Connors stated to clarify what Mr. Jordan said early, the city has spent within roughly \$300,000 of what they are allowed to spend. The project plan must be amended if the council desires to even allow the possibility of anything happening.

Alderman Chappell asked if the project has been amended 3 times. Alderman Hill stated, yes, in 2005, 2008 and 2010. City Attorney Draper noted the city has not had any boundary amendments. The statutes were changed to allow a half mile boundary. They have not had any boundary amendments, only project amendments which have no limitation on the number of projects the city can have. There is a limitation on the number of times the boundary is expanded. Alderman Kupsik asked what the process would be if the city wants to do an amendment. Mr. Draper stated the council would have to pass a resolution, which would be brought to the planning commission for approval. Then the Joint Review Board would have to review it and approve it. The Joint Review Board consists of the county, Gateway, school districts, the City of Lake Geneva and one citizen.

Alderman Chappell stated they are talking about a couple projects that will benefit so many people in the community. Alderman Hill said it sounds to her, as a group, the council is in favor of going through the process of a project plan amendment. Mayor Connors stated if the council is interested in a project plan amendment, he thinks this body should make a recommendation with specific projects, to be brought back to council. The council should stick with the original intent of the TIF which was to improve traffic flow and parking in the downtown. Ms. Hill said some unpopular items need to be discussed as well, such as burying power lines. She asked Mr. Jordan to note some of these items. Mr. Jordan stated there has been talk about the blight from the telephone poles and wires coming down Main Street to Wells Street. Ms. Hill asked if all the alleys were done. Mr. Jordan replied he believes so but would need to discuss that with Mr. Winkler. He noted the Traver Hotel is another issue the council has discussed.

City Attorney Draper stated the basic premise behind the TIF is that it provides a means of financing particular projects that usually would not be done by an individual community by itself because it is too expensive. The reason the increment is allowed is because it has a benefit to the community and surrounding communities. He noted this particular TIF is really a traffic circulation. There is an impact with all the congestion and the city has an interest in diverting the traffic. He stated if the council is talking about projects, they need to figure out how they are going to advance this particular TIF project and how will it help the surrounding communities. Mr. Draper also noted that the council would have to sell the Joint Review Board on these particular items; he did not think it could be local little

items that are beneficial just to the City of Lake Geneva. Ms. Hill pointed out that once the TID is retired, the city will see a healthy increase tax valuation.

Alderman Kordus asked if there were a recommendation to proceed forward with an amendment, would it mean the city could not close the TIF in May. Mr. Harrington stated there are two things involved. One is amending the spending plan and taking that through the process outlined in the packet. The other is extending the funds before closing the district. For each one of these things discussed, figuring out that second part is probably more difficult. He noted if the city closes it this year, how would the city be able to spend the funds and do so prior to the May notification to the state.

Alderman Kupsik stated he did not feel comfortable making a recommendation today on projects or plans. He said they need more time to go over the project list for recommendations. He would like to continue agenda items 5 and 6 to March 23rd at which time, they would come back with a list of projects, a timeline and procedures for closing TID 4.

Alderman Hill said they have until May 15th to commit the funds and felt there is no way to do that. Mr. Draper stated May 15th is the date the council needs to make the decision if they want to close the TID or not close the TID. The effect is, if the decision is not made by May 15th, the city collects additional funds under the increment that are set aside and put into the fund. If the council agrees to keep the TID open, they don't have to commit by May 15th, the council has until 2017 to make that decision. Mr. Harrington stated the May 15th date is if the council wants to close it early and not collect any additional funds. Once it is closed, the city would be done spending funds. The amendment would have to be approved and funds would have to be spent and committed under the TIF statute. If the city is not able to commit them at that point, they would not do anything by May 15th in terms of closure; the TIF would just remain open. Then the city has until 2017 to complete those final projects that are added to the list. In 2017, the city would not be allowed to spend any funds, and the TIF would close unless there are any outstanding obligations that would require it to stay open beyond that point.

Alderman Kordus asked if there is a way to notify DOR that in 2016 and 2017 they don't want to collect funds and add more money to the TIF but want to keep it open. Mr. Draper stated some other communities have done something with funds and then still closed the TID. Mr. Harrington stated each of those cases were unique. There have been some instances where communities have partnered with another organization and provided funding to the organization within their spending period. That organization was able to use those funds beyond the close of the spending period to complete a project. Mr. Draper stated he wanted everyone to be aware of this option. It is not the most desirable and he is not advocating for it, but he wanted everyone to know all the information before making a decision. Mr. Jordan noted it is not just any organization; generally it is with the CDA or a development corporation. There is a written agreement between them on how it would happen and if it does not happen, it would go back to the various districts. Mr. Draper commented that the basic answer is, once the TID is closed, it is over, it is closed.

Kupsik/Hill motion to continue items 5 and 6 to the March 23rd council meeting to come up with a project list and a timeline to close TID 4. Mayor Connors cautioned the council to bring a very limited list as the council will not be able to come to a consensus on March 23rd. He stated it should be very finite, and fit in with the "but for" and original intent of the TIF. Alderman Chappell stated once it is continued, they would not be able to talk outside of this situation. Mr. Connors replied he hoped the council is not giving calls to each other as it is an open meetings law violation. Ms. Chappell stated, she knows they cannot do that, but her point was to try and work out this list right now. Mr. Connors stated he recommends skinning down the list to give constituents time to contact their alderman and voice their opinions. Otherwise, they would be back in the same boat with no list or thought process going on. Ms. Chappell questioned the process to be handled at the next meeting. Alderman Kupsik stated he wants everyone to come back to council with a final list of things that they would like to get done under TIF 4. He said, at that point, once there is a list, the alderman can decide when to close TID 4. He stated he does not feel comfortable making a list at this point. Now that he has the information in front of him, he has time to make that decision. Alderman Kordus stated he is in favor of narrowing down a list but thinks it should be at another public meeting. Mr. Kupsik stated they could individually make lists and discuss the items at the March 23rd meeting.

Mayor Connors asked if the March 23rd agenda item would be a resolution. City Attorney Draper stated a resolution would come out of that meeting. Mr. Connors noted the resolution would then have to go to the April meeting. Mr.

Jordan stated the lists should be sent to staff 3 days prior to compile for the packet. This way at the meeting the alderman will have the information in front of them.

Kupsik/Hill motion an amendment for the alderman to have their suggestions to staff for review by March 20th. Alderman Kordus asked if those staff recommendations would become part of the agenda and included in the public notice for the March 23rd meeting. Mr. Kupsik confirmed and stated it would all be public with everything being transparent. Mr. Draper stated the lists should not be sent to each other, just to Administrator Jordan. Mayor Connor suggested moving the deadline for the list to March 18th to give staff time to compile the information. Mr. Kordus stated his point was to have the information available to the public to review 24 hours before the meeting.

Kupsik/Hill motion an amendment for the alderman to have their list of projects in by March 18th. Mayor Connors stated he still feels the list should be skinned down today to allow for input from constituents. Mr. Connors stated part of the reason for this workshop was to get some of these items out to the public and not bring them out at the last minute. Mr. Draper agreed and said the purpose of this workshop was to work down the recommendations the council thought were appropriate. He said part of the problem is that there needs to be some sort of consensus if they want to keep the TID open beyond May 15th because he does not see how these projects will get underway before May 15th. Mr. Draper stated if there is a majority that says no, they don't want the TID to stay open past May 15th, the council is spinning its wheels. Mayor Connors noted that issue was not on the agenda today. Alderman Kupsik questioned how he was to make a list of projects and decide when to close the TID right now at this meeting. Mr. Connors stated there is nothing on the agenda saying they are going to make a decision today. He said the agenda states "Discussion and Recommendations on the Project Plan" and then it is "Discussion on Procedure and Timeline" just so the council is informed of the steps involved. Mr. Kupsik stated he made the motion to continue 5 and 6 in order to make a recommendation and to discuss the procedures on when to close the TID. Mr. Connors said the council has not even discussed item 6. He said what is happening is that the council is just postponing the items to have the same discussion. He said the council has not publicly vetted what people would like to see continued here. Alderman Hill stated the majority of council did not get this packet until they walked in this morning but she understands where Mr. Kupsik is coming from with a finite list. Ms. Hill commented that in the past two hours, if the public at large has not heard what the council has been talking about in regards to Hillmoor, the Theater, Traver Hotel, and the boat launch, then what more does the council need to disclose. She noted the council is asking for a few days as a finite list will not come out of the meeting today. He said it is now a matter of the alderman going out to the public and presenting themselves and coming up with a list. Ms. Hill stated maybe at this meeting it should have been an up or down vote to close the TIF because if the majority of council wants it closed, a project plan amendment is a moot point. Motion carried 6 to 1 with Alderman Chappell voting "no."

Main motion: Kupsik/Hill motion to continue items 5 and 6 to the March 23rd council meeting with Alderman having their suggestions to staff for inclusion in the packet by March 18th. Alderman Kordus stated he agrees with the Mayor about what the council was called to do here today. He said they have somewhat of a list they could go through, narrow down, and make the recommendation for the council meeting on the 23rd. He recommended voting down the motion. Motion carried 5 to 2 with Alderman Chappell and Kordus voting "no."

Discussion on Procedure and Timeline for Closing TID 4. Item continued based on the above motion.

Adjournment

Hill/Wall motion to adjourn at 10:39 am. Unanimously carried.

/s/ Sabrina Waswo, City Clerk

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: January 17, 2022

Agenda Item #7

Applicant:

Win Properties
P.O. Box 731
Burlington WI 53105

Request:

244 Broad Street
Amendment to General Development Plan and
Precise Implementation Plan
Tax Key Nos. ZOP00246; ZOP00247; &
ZOP00248

Description:

The applicant is submitting a request to amend the existing Planned Development – including both the General Development Plan (GDP) and Precise Implementation Plan (PIP) located at 244 Broad Street in the Central Business (CB) zoning district.

A Planned Development was previously approved for this property in June of 2016. That approval granted zoning flexibility in four areas: for the marquee-style sign, increase signage area, exposed Edison bulbs, and use of electronic message board signage (use of static images only, no video). The Indoor Commercial Entertainment use for the movie theater was also included in that approval.

The applicant is now proposing to change their business model to convert the movie theater into a unique tap room concept and an entertainment venue, with the potential to occasionally screen films as well. This requires changes to the approved land uses, site plan, and signage previously granted. Specifically, this proposed amendment involves:

- 1) Adding the Outdoor Commercial Entertainment (beer garden) as a permitted land use. This is part of the GDP step.
- 2) Adding the new Indoor Commercial Entertainment (tap room, theater, and entertainment venue) as permitted land uses. This is part of the GDP step.
- 3) Approving the revised site plan showing the beer garden improvements. This is part of the PIP step.
- 4) Approving the revised signage (marquee-style sign, increase signage area, and use of electronic message board signage). This is part of the PIP step.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments (including General Development Plans) be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. This map recommends the *Central Business District* future land use category for the subject property. The proposed uses are *consistent* with the Comprehensive Plan.

Relation to Base Zoning Standards:

All Planned Developments must explicitly identify any flexibilities being requested from base zoning standards in the most comparable regular zoning district. In this instance, the CB zoning district provides that comparison zoning district. The project is requesting the following flexibilities from base zoning standards:

1. Marquee-style sign (change to what was approved in 2016)
2. Additional sign area (change to what was approved in 2016)
3. Electronic message board signage (change to what was approved in 2016)

All other zoning requirements of the current GDP and PIP will remain.

Staff Review

Staff recommends that the previous flexibility for Edison bulbs be removed, as the proposed signage design does not include them. Staff further recommends that the above flexibilities pertaining to signage (1-3 above) be *reconfirmed* as part of this amendment in order to create a clear record of what is being approved in 2022. Staff further notes that these flexibilities are only being considered for the subject property and do not set precedent for other properties.

Staff supports the amendments to the GDP and PIP, as the proposed land uses and site plan are appropriate for the downtown area and will allow this longstanding business to adapt its model as economic conditions have changed.

GENERAL DEVELOPMENT PLAN (GDP)

GDP: Action by the Plan Commission:

As part of the consideration of a requested Planned Development / General Development Plan (GDP) step, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed Zoning Map amendment;
- Include *findings* required by the Zoning Ordinance for Zoning Map amendment; and,
- Provide specific suggested *requirements* to modify the project as submitted.

GDP: Required Plan Commission Findings on the GDP for Recommendation to Common Council:

A proposed GDP must be reviewed by the standards for all Zoning Map Amendments, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Items 1 and 3, and one or more factors of Item 2, of the following.
1. The proposed GDP furthers the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;

- b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map. And;
3. The proposed GDP amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Or:

- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Items 1, 2, or 3 of the following:
- 1. The proposed GDP does not further the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 - 2. One or more of the following factors have not arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 - 3. The proposed GDP amendment does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

GDP: Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the amendment to the GDP as submitted, including the granting of the requested zoning flexibilities.

Staff recommends the affirmative set of findings provided above, noting that the proposal meets Factor 3. Specifically, the proposal maintains the desired consistency of land uses, land use intensities, and land use impacts within the downtown. Staff recommends no additional conditions of approval.

GDP Suggested Motions:

- *Approve:* I recommend approval of the *proposed amendment to the General Development (GDP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, including the affirmative set of findings, and any additional condition of approval recommended by staff.*
- *Deny:* I recommend denial of *proposed amendment to the General Development (GDP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the*

Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, based on the following finding of fact, because [provide rationale for denial, based on disagreement with at least one of Items 1, 2, or 3, above]

PRECISE IMPLEMENTATION PLAN (PIP)

PIP: Action by the Plan Commission:

As part of the consideration of a requested Planned Development / Precise Implementation Plan (PIP) step, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed amendment to the PIP
- Include *findings* required by the Zoning Ordinance for PIPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

PIP: Required Plan Commission Findings on the PIP for Recommendation to Common Council:

A proposed PIP must undergo the review standards for all Conditional Use Permits, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Factors 1-6 of the following.
1. The proposed PIP (the use in general, independent of its location) is in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. The proposed PIP (in its specific location) is in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed PIP, in its proposed location and as depicted on the required site plan (see (3)(d), above), does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed PIP maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed PIP is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed PIP outweigh all potential adverse impacts of the proposed PIP (as identified in Items 1. through 5., above), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Factors 1-6 of the following:
1. The proposed PIP (the use in general, independent of its location) is not in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. The proposed PIP (in its specific location) is not in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed PIP, in its proposed location and as depicted on the required site plan (see (3)(d), above), does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed PIP does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed PIP is located in an area that will not be adequately served by, and/or will impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed PIP do not outweigh all potential adverse impacts of the proposed PIP (as identified in Items 1. through 5., above), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

PIP: Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the amendment to the PIP as submitted, including the granting of the requested zoning flexibilities.

Staff recommends the affirmative set of findings provided above, noting that the proposal is in harmony with the Comprehensive Plan and maintains the desired consistency of land uses, land use intensities, and land use impacts within the downtown. Staff recommends no additional conditions of approval.

PIP Suggested Motions:

- *Approve: I recommend approval of the proposed amendment to the Precise Implementation Plan (PIP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, including the affirmative set of findings, and any additional condition of approval recommended by staff.*

- *Deny: I recommend denial of proposed amendment to the Precise Implementation Plan (PIP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, based on the following finding of fact, because [provide rationale for denial, based on disagreement with at least one of Items 1, 2, or 3, above]*

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

**APPLICATION FOR ZONING MAP AMENDMENT FOR PLANNED DEVELOPMENT
ZONING INCLUDING GENEVRAL DEVELOPMENT PLAN APPROVAL (PD/GDP) AND
ONE PRECISE IMPLEMENTATION PLAN APPROVAL (PD/PIP)**

Name of Applicant: Geneva Theater

Address of Applicant: N2689 Sunset Blvd

Lake Geneva WI 53147

Telephone No. (414) 500-2909

Fax and/or email: () pete.juergens05@gmail.com

Name of Owner: Win Properties LLC

Address of Owner: P.O. Box 731

Burlington WI 53105

Telephone No. (262) 210-1362

Fax and/or email: () shad@winmediainc.com

Owner Signature: [Signature]

Subject property address and/or complete legal description (use attached sheet if necessary):

244 Broad St.

Lake Geneva WI. 53147

Current Zoning District: Central Business (CB)

Fee of \$750.00 payable upon filing application.

10-15-2021
Date

[Signature]
Signature of Applicant

North ↑



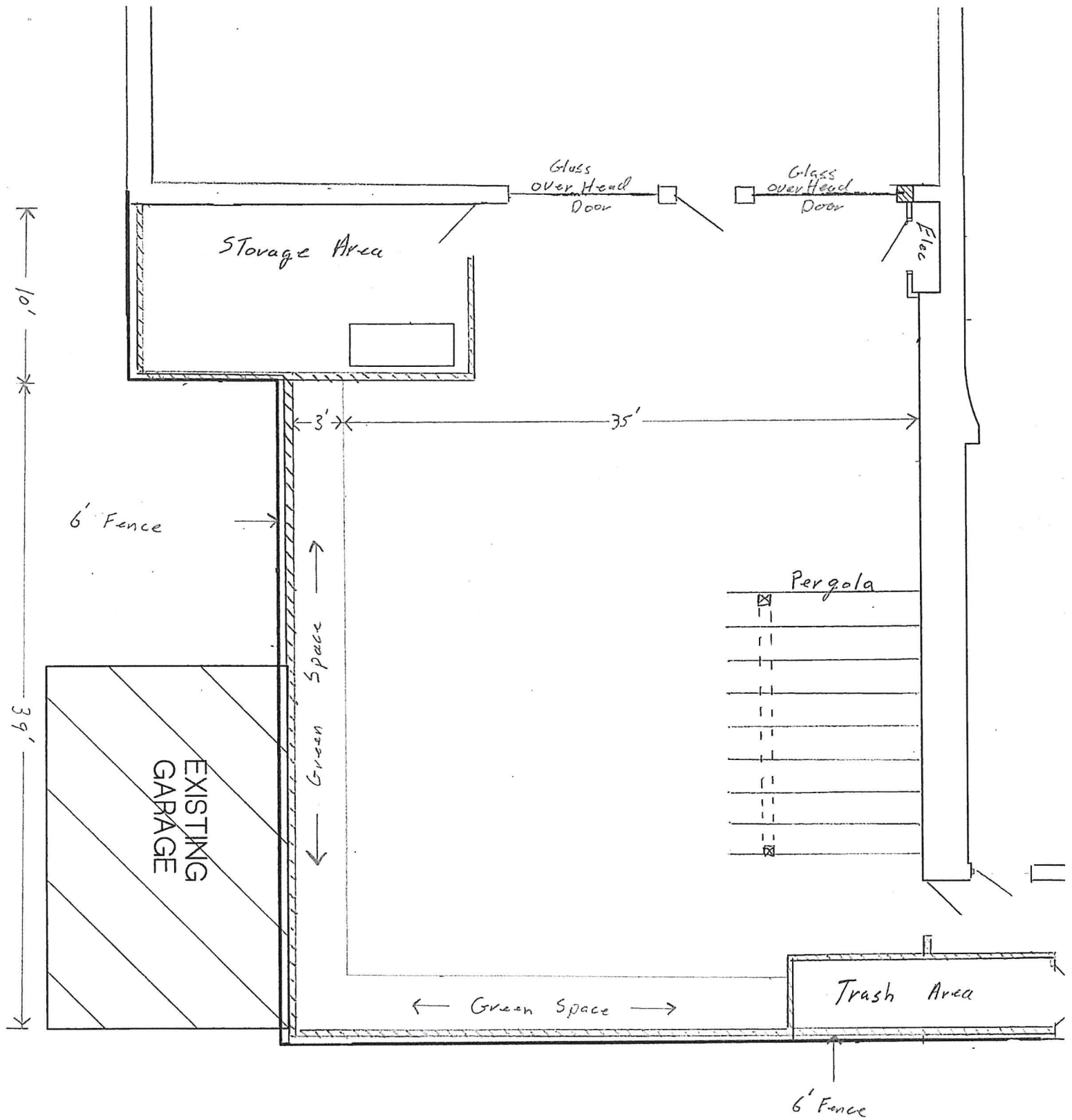
Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated on the right side. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/18" and includes a scale of "1/8\"=1'-0\"".

Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated on the right side. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/18" and includes a scale of "1/8\"=1'-0\"".

Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated on the right side. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/18" and includes a scale of "1/8\"=1'-0\"".

6 France

Trash



Outdoor Beer Garden
scale $\frac{1}{8}'' = 1'$

City Parking Lot

REINVENTING THE GENEVA THEATER

CONFIDENTIAL

After many years of neglect, the Geneva Theater reopened to first-run movies and much fanfare four years ago. In addition to first-run movies, we've hosted hundreds of special events, including concerts, comedians, productions and parties.

COVID-19 decimated the movie industry. Not only were theaters closed for months, with most still operating on a part-time basis, but the studios have delayed releasing product and/or shorted theatrical release windows and are simultaneously live-streaming new releases. The impact has been even greater in Lake Geneva as a high-end theater chain invested millions of dollars in a facility on the edge of town, which further split the audience and access to some film inventory.

The pandemic and market forces are requiring that we reinvent the Geneva Theater. Our plan is to continue a limited schedule of movies, but enhance the historic stage in the main auditorium to focus on a wider range of live entertainment and activities. The original balcony would also be re-opened to increase seating capacity. The sound system, rear access for loading, and supporting green rooms would be enhanced. Installation of a vintage 1920s Wurlitzer theater organ will also be completed.

The space currently occupied by auditoriums #3 and #4 would be converted to a taproom with a wide array of digital taps where guests sample beers and wines. The conversion will require combining the two auditoriums to one room, leveling the sloped floors, reconstructing a portion of the rear of the north building, and installing a small kitchen. The second floor would primarily become a space for private groups and parties, and may be opened as a balcony overlooking the taproom.

The existing lobby would be remodeled into a lounge environment as an inviting entryway to both the stage and taproom, including a new food and drink service bar. The first floor portion of the front of the building would be re-designed, along with the installation of more windows and improved signage.

We believe these changes are not only necessary to ensure Geneva Theater's long-term existence, but will become an exciting and unique addition to downtown Lake Geneva.

Shad

Shad Branen
Geneva Theater & Plaza Theater
PLAZA MEDIA
425 N. Pine St., Suite 203
Burlington, WI 53105
262.210.1362
shad@winmediainc.com

Geneva Tap House LLC

Business Plan

Geneva Tap House will be a unique customer experience destination, located in the historic Theater building in downtown Lake Geneva sharing the building with Geneva Stage. Geneva Tap House will use state-of-the-art IPourIt dispense technology that allows up to Fifty self-pour taps, offering Craft Brews, wines, seltzers and meads locally sourced where possible. The customer will be able to sample a variety of beverages without having to purchase an entire pint. Soft drinks and water will be offered.

The IPourIt technology uses an iPad to inform the customer of the product, including where produced, alcohol content, etc. The technology also limits a customer to 32 oz to prevent over consumption before revisiting a licensed bartender to add capacity if appropriate. The IPourIt technology is designed to automatically suspend an RFID device at the end of each day to ensure taps cannot be used by an unauthorized patron at a future date and time. The technology also shuts down at closing time to ensure an objective "last call" is enforced.

The average patron is over 32 years of age who is willing to pay a little more for the experience, and unique rotating beverage offerings. Patrons that want to pour an adult beverage from our beer wall will present a valid driver's license which is then verified by both a trained staff member as well as by the IPourIt management workstation which scans and validates the ID. The validated patron is then provided an RFID wristband that allows them to pour up to 32 ounces.

By rotating Craft Brews, we will be a year-round destination for local community residents as well as visitors to the Lake Geneva area. We expect many patrons who will enjoy the Geneva Tap House will also enjoy the Geneva Stage.

A light food menu will be offered. Possibilities for food include sandwiches, chips, nachos, locally sourced cheese curds, flat bread pizza and other assorted appetizers or lighter options.

Occupancy: Inside 150-200 with an outside patio of 30.

Hours of operation: 11:00 A.M to Midnight, although hours may be shortened depending on season.

Staffing will be managed by an experienced general manager, who will oversee all aspects of the business. Typically, there will be 3 hosts checking patrons in and educating them on the use of the wrist bands and use of the Tap Wall. 2-3 additional staff will be employed in the kitchen and buss staff. Geneva Tap House LLC will employ staff from the community.

The member investors of Geneva Tap House LLC are from the greater Walworth County area and bring a variety of business experience and knowledge to the enterprise along with financial resources. They will be active in the business operations.







Development Review Committee (DRC) Application

Complete as much detailed information as possible to allow for a comprehensive departmental review prior to a Development Review Committee meeting. This application must be returned to the Building Inspector, with all conceptual plans, designs and other information prior to the scheduling a DRC meeting.

Applicant Information

Property Address 244 Broad ST. Lake Geneva WI 53147
Applicant name Win Properties
Applicant email shad@winmediamc.com Phone Number 262-210-1362
Architect/Contractor/Designer Name Geneva Bay Const.
Architect/Contractor/Designer Email pete.juergens@egm.com Phone Number 414-588-2909
Type of Construction: New ☐ Addition ☐ Remodel ☒
Type of Development: Single-family ☐ Multi-family ☐ Commercial ☒ Industrial ☐
Type of Business Entertainment / Tap Room

Engineering

Site Plans should include the following: Project title and owner's/developer's name and address noted, architect's and/or engineer's name and address noted, property boundaries and dimensions, abutting property zoning classifications, general description of building materials, façade and roof detail, setback lines indicated, easements for access, if any, 100-year floodplain identification, existing and proposed topography shown at a contour interval of one foot, indicating proposed grade and location of improvements, signage and outdoor lighting, number of parking spaces provided, type, size and location of all structures with all building dimensions shown, location of existing and general location of proposed sanitary sewers, storm sewers, water-mains, and any proposed stormwater management facilities, location, extent and type of proposed landscaping and landscaping plantings and buffers to adjacent property, including fencing or other screening, location of pedestrian sidewalks and walkways, graphic outline of any development staging that is planned, driveway locations and sizes, handicap accessibility, environmental concerns (odor, smoke, noise, graphic scale and north arrow).

- Storm water management provisions provided? YES / (NO)
 - As-built/certification notification
- Erosion control plan provided? YES / (NO)
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / (NO)
- Utility Plans Provided
 - Watermain
 - Sanitary Sewer
 - Storm Water
- Is a Land Division required? YES / (NO)
- Access points and dimensions shown? YES / (NO)
 - WISDOT Right-of-way?
 - County Right-of-way?

- Estimated Traffic impacts None
 - Traffic Study Required YES/NO
 - Traffic Control Plan Required YES/NO
 - Will construction affect street parking or intersections? YES/NO
- Paving Materials, Typical Sections? YES/NO
- WDNR Notice of Intent required? (Land disturbance more than 1 acre)? YES/NO
- Watermain extension required? YES/NO
- Sanitary sewer extension required? YES/NO
- SEWRPC Service Area Amendment needed? YES/NO
- Is a Chapter 30 Permit (wetland/waterway) required? YES/NO
- Proposed building/expansion dimensions None
- Will there be signage? YES/NO type (mounted, freestanding) _____
- Exterior lighting plans? YES/NO
- What kind of noise or level of noise will the business have? Music on Beer Garden
- Detailed property Site Plan? YES/NO Date of Plan: _____
- Green Space Calculations (Existing vs. Proposed) YES/NO
- Are landscape plans provided? YES/NO
- Is a Land Division required? YES/NO

Water/Sewer Utilities

If an existing structure please circle the following:

- Will existing sewer & water connections be used? YES/NO
- Will your project require the installation of a grease interceptor? YES/NO

If the development is Commercial or Industrial, please provide the following:

- Water service size requirement _____
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms _____
- Brief description of process (if Industrial) _____

If the development is a multi-family dwelling, please provide the following:

- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Precise Implementation Plan (PIP) amendment filed by Win Properties, PO Box 731, Burlington, WI, 53105, for a request to renovate and utilize portions of the building located at 244 Broad St. as a Commercial Indoor Entertainment and Outdoor Commercial Entertainment land use in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246; ZOP00247; ZOP00248.

Committee: Plan Commission approved January 21, 2022

Fiscal Impact: N/A

File Number: 22-R05

Date: January 24, 2022

WHEREAS, the City Plan Commission has considered the application filed by Win Properties, PO Box 731, Burlington, WI, 53105, for a request to renovate and utilize portions of the building located at 244 Broad St. as a Commercial Indoor Entertainment and Outdoor Commercial Entertainment land use in the Central Business (CB) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on January 6, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Precise Implementation Plan amendment filed by Win Properties, PO Box 731, Burlington, WI, 53105, for a request to renovate and utilize portions of the building located at 244 Broad St. as a Commercial Indoor Entertainment and Outdoor Commercial Entertainment land use in the Central Business (CB) zoning district,

Tax Key Nos. ZOP00246; ZOP00247; ZOP00248

to include all affirmative findings of fact and note staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 24th day of January, 2022.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Resolution 22-RXX

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: January 17, 2022

Agenda Item #7

Applicant:

Win Properties
P.O. Box 731
Burlington WI 53105

Request:

244 Broad Street
Amendment to General Development Plan and
Precise Implementation Plan
Tax Key Nos. ZOP00246; ZOP00247; &
ZOP00248

Description:

The applicant is submitting a request to amend the existing Planned Development – including both the General Development Plan (GDP) and Precise Implementation Plan (PIP) located at 244 Broad Street in the Central Business (CB) zoning district.

A Planned Development was previously approved for this property in June of 2016. That approval granted zoning flexibility in four areas: for the marquee-style sign, increase signage area, exposed Edison bulbs, and use of electronic message board signage (use of static images only, no video). The Indoor Commercial Entertainment use for the movie theater was also included in that approval.

The applicant is now proposing to change their business model to convert the movie theater into a unique tap room concept and an entertainment venue, with the potential to occasionally screen films as well. This requires changes to the approved land uses, site plan, and signage previously granted. Specifically, this proposed amendment involves:

- 1) Adding the Outdoor Commercial Entertainment (beer garden) as a permitted land use. This is part of the GDP step.
- 2) Adding the new Indoor Commercial Entertainment (tap room, theater, and entertainment venue) as permitted land uses. This is part of the GDP step.
- 3) Approving the revised site plan showing the beer garden improvements. This is part of the PIP step.
- 4) Approving the revised signage (marquee-style sign, increase signage area, and use of electronic message board signage). This is part of the PIP step.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments (including General Development Plans) be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. This map recommends the *Central Business District* future land use category for the subject property. The proposed uses are *consistent* with the Comprehensive Plan.

Relation to Base Zoning Standards:

All Planned Developments must explicitly identify any flexibilities being requested from base zoning standards in the most comparable regular zoning district. In this instance, the CB zoning district provides that comparison zoning district. The project is requesting the following flexibilities from base zoning standards:

1. Marquee-style sign (change to what was approved in 2016)
2. Additional sign area (change to what was approved in 2016)
3. Electronic message board signage (change to what was approved in 2016)

All other zoning requirements of the current GDP and PIP will remain.

Staff Review

Staff recommends that the previous flexibility for Edison bulbs be removed, as the proposed signage design does not include them. Staff further recommends that the above flexibilities pertaining to signage (1-3 above) be *reconfirmed* as part of this amendment in order to create a clear record of what is being approved in 2022. Staff further notes that these flexibilities are only being considered for the subject property and do not set precedent for other properties.

Staff supports the amendments to the GDP and PIP, as the proposed land uses and site plan are appropriate for the downtown area and will allow this longstanding business to adapt its model as economic conditions have changed.

GENERAL DEVELOPMENT PLAN (GDP)

GDP: Action by the Plan Commission:

As part of the consideration of a requested Planned Development / General Development Plan (GDP) step, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed Zoning Map amendment;
- Include *findings* required by the Zoning Ordinance for Zoning Map amendment; and,
- Provide specific suggested *requirements* to modify the project as submitted.

GDP: Required Plan Commission Findings on the GDP for Recommendation to Common Council:

A proposed GDP must be reviewed by the standards for all Zoning Map Amendments, below:

A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Items 1 and 3, and one or more factors of Item 2, of the following.

1. The proposed GDP furthers the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
2. One or more of the following factors have arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;

- b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map. And;
3. The proposed GDP amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Or:

- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Items 1, 2, or 3 of the following:
 1. The proposed GDP does not further the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have not arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 3. The proposed GDP amendment does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

GDP: Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the amendment to the GDP as submitted, including the granting of the requested zoning flexibilities.

Staff recommends the affirmative set of findings provided above, noting that the proposal meets Factor 3. Specifically, the proposal maintains the desired consistency of land uses, land use intensities, and land use impacts within the downtown. Staff recommends no additional conditions of approval.

GDP Suggested Motions:

- *Approve:* I recommend approval of the *proposed amendment to the General Development (GDP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, including the affirmative set of findings, and any additional condition of approval recommended by staff.*
- *Deny:* I recommend denial of *proposed amendment to the General Development (GDP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the*

Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, based on the following finding of fact, because [provide rationale for denial, based on disagreement with at least one of Items 1, 2, or 3, above]

PRECISE IMPLEMENTATION PLAN (PIP)

PIP: Action by the Plan Commission:

As part of the consideration of a requested Planned Development / Precise Implementation Plan (PIP) step, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed amendment to the PIP
- Include *findings* required by the Zoning Ordinance for PIPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

PIP: Required Plan Commission Findings on the PIP for Recommendation to Common Council:

A proposed PIP must undergo the review standards for all Conditional Use Permits, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Factors 1-6 of the following.
1. The proposed PIP (the use in general, independent of its location) is in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. The proposed PIP (in its specific location) is in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed PIP, in its proposed location and as depicted on the required site plan (see (3)(d), above), does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed PIP maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed PIP is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed PIP outweigh all potential adverse impacts of the proposed PIP (as identified in Items 1. through 5., above), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Factors 1-6 of the following:
1. The proposed PIP (the use in general, independent of its location) is not in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. The proposed PIP (in its specific location) is not in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed PIP, in its proposed location and as depicted on the required site plan (see (3)(d), above), does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed PIP does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed PIP is located in an area that will not be adequately served by, and/or will impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed PIP do not outweigh all potential adverse impacts of the proposed PIP (as identified in Items 1. through 5., above), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

PIP: Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the amendment to the PIP as submitted, including the granting of the requested zoning flexibilities.

Staff recommends the affirmative set of findings provided above, noting that the proposal is in harmony with the Comprehensive Plan and maintains the desired consistency of land uses, land use intensities, and land use impacts within the downtown. Staff recommends no additional conditions of approval.

PIP Suggested Motions:

- *Approve: I recommend approval of the proposed amendment to the Precise Implementation Plan (PIP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, including the affirmative set of findings, and any additional condition of approval recommended by staff.*

- *Deny: I recommend denial of proposed amendment to the Precise Implementation Plan (PIP) for Geneva Theater, 244 Broad St. to allow for additional Commercial Indoor Entertainment and Outdoor Commercial Entertainment to allow for an outdoor beer garden. Located in the Central Business (CB) zoning district. Tax Key Nos. ZOP00246, ZOP00247, & ZOP00248, based on the following finding of fact, because [provide rationale for denial, based on disagreement with at least one of Items 1, 2, or 3, above]*

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

**APPLICATION FOR ZONING MAP AMENDMENT FOR PLANNED DEVELOPMENT
ZONING INCLUDING GENEVRAL DEVELOPMENT PLAN APPROVAL (PD/GDP) AND
ONE PRECISE IMPLEMENTATION PLAN APPROVAL (PD/PIP)**

Name of Applicant: Geneva Theater

Address of Applicant: N2689 Sunset Blvd

Lake Geneva WI 53147

Telephone No. (414) 500-2909

Fax and/or email: () pete.juergens05@gmail.com

Name of Owner: Win Properties LLC

Address of Owner: P.O. Box 731

Burlington WI 53105

Telephone No. (262) 210-1362

Fax and/or email: () shad@winmediainc.com

Owner Signature: 

Subject property address and/or complete legal description (use attached sheet if necessary):

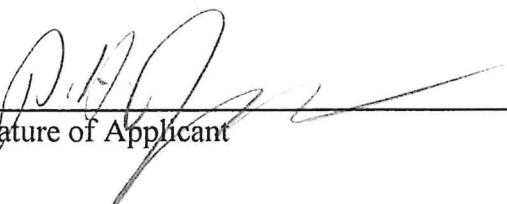
244 Broad St.

Lake Geneva WI. 53147

Current Zoning District: Central Business (CB)

Fee of \$750.00 payable upon filing application.

10-15-2021
Date


Signature of Applicant

North ↑



Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated at the top. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/10" and includes a scale of "1/4\" = 1'-0\"".

Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated at the top. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/10" and includes a scale of "1/4\" = 1'-0\"".

Architectural floor plan of a restaurant layout. The plan includes a main dining area with several rectangular tables and chairs. A central kitchen area is labeled "KITCHEN" and includes a "STOVE" and "SINK". A "BAR" is located on the left side. The plan also shows a "RESTROOM" and a "STAIRS" area. Various dimensions and notes are provided throughout the plan, such as "TOTAL SEATING CAPACITY = 207" and "TOTAL FLOOR OCCUPANTS = 140". The plan is oriented with a "PROPERTY LINE" and "SIDEWALK" indicated at the top. A "BEER GARDEN" is noted in red ink at the bottom left, and a "TRASH" area is marked in red at the bottom right. The plan is dated "10/18/10" and includes a scale of "1/4\" = 1'-0\"".

6 France

Trash

REINVENTING THE GENEVA THEATER

CONFIDENTIAL

After many years of neglect, the Geneva Theater reopened to first-run movies and much fanfare four years ago. In addition to first-run movies, we've hosted hundreds of special events, including concerts, comedians, productions and parties.

COVID-19 decimated the movie industry. Not only were theaters closed for months, with most still operating on a part-time basis, but the studios have delayed releasing product and/or shorted theatrical release windows and are simultaneously live-streaming new releases. The impact has been even greater in Lake Geneva as a high-end theater chain invested millions of dollars in a facility on the edge of town, which further split the audience and access to some film inventory.

The pandemic and market forces are requiring that we reinvent the Geneva Theater. Our plan is to continue a limited schedule of movies, but enhance the historic stage in the main auditorium to focus on a wider range of live entertainment and activities. The original balcony would also be re-opened to increase seating capacity. The sound system, rear access for loading, and supporting green rooms would be enhanced. Installation of a vintage 1920s Wurlitzer theater organ will also be completed.

The space currently occupied by auditoriums #3 and #4 would be converted to a taproom with a wide array of digital taps where guests sample beers and wines. The conversion will require combining the two auditoriums to one room, leveling the sloped floors, reconstructing a portion of the rear of the north building, and installing a small kitchen. The second floor would primarily become a space for private groups and parties, and may be opened as a balcony overlooking the taproom.

The existing lobby would be remodeled into a lounge environment as an inviting entryway to both the stage and taproom, including a new food and drink service bar. The first floor portion of the front of the building would be re-designed, along with the installation of more windows and improved signage.

We believe these changes are not only necessary to ensure Geneva Theater's long-term existence, but will become an exciting and unique addition to downtown Lake Geneva.

Shad

Shad Branen
Geneva Theater & Plaza Theater
PLAZA MEDIA
425 N. Pine St., Suite 203
Burlington, WI 53105
262.210.1362
shad@winmediainc.com

Geneva Tap House LLC

Business Plan

Geneva Tap House will be a unique customer experience destination, located in the historic Theater building in downtown Lake Geneva sharing the building with Geneva Stage. Geneva Tap House will use state-of-the-art IPourIt dispense technology that allows up to Fifty self-pour taps, offering Craft Brews, wines, seltzers and meads locally sourced where possible. The customer will be able to sample a variety of beverages without having to purchase an entire pint. Soft drinks and water will be offered.

The IPourIt technology uses an iPad to inform the customer of the product, including where produced, alcohol content, etc. The technology also limits a customer to 32 oz to prevent over consumption before revisiting a licensed bartender to add capacity if appropriate. The IPourIt technology is designed to automatically suspend an RFID device at the end of each day to ensure taps cannot be used by an unauthorized patron at a future date and time. The technology also shuts down at closing time to ensure an objective "last call" is enforced.

The average patron is over 32 years of age who is willing to pay a little more for the experience, and unique rotating beverage offerings. Patrons that want to pour an adult beverage from our beer wall will present a valid driver's license which is then verified by both a trained staff member as well as by the IPourIt management workstation which scans and validates the ID. The validated patron is then provided an RFID wristband that allows them to pour up to 32 ounces.

By rotating Craft Brews, we will be a year-round destination for local community residents as well as visitors to the Lake Geneva area. We expect many patrons who will enjoy the Geneva Tap House will also enjoy the Geneva Stage.

A light food menu will be offered. Possibilities for food include sandwiches, chips, nachos, locally sourced cheese curds, flat bread pizza and other assorted appetizers or lighter options.

Occupancy: Inside 150-200 with an outside patio of 30.

Hours of operation: 11:00 A.M to Midnight, although hours may be shortened depending on season.

Staffing will be managed by an experienced general manager, who will oversee all aspects of the business. Typically, there will be 3 hosts checking patrons in and educating them on the use of the wrist bands and use of the Tap Wall. 2-3 additional staff will be employed in the kitchen and buss staff. Geneva Tap House LLC will employ staff from the community.

The member investors of Geneva Tap House LLC are from the greater Walworth County area and bring a variety of business experience and knowledge to the enterprise along with financial resources. They will be active in the business operations.







Development Review Committee (DRC) Application

Complete as much detailed information as possible to allow for a comprehensive departmental review prior to a Development Review Committee meeting. This application must be returned to the Building Inspector, with all conceptual plans, designs and other information prior to the scheduling a DRC meeting.

Applicant Information

Property Address 244 Broad St. Lake Geneva WI 53147
Applicant name Win Properties
Applicant email shad@winmediamc.com Phone Number 262-210-1362
Architect/Contractor/Designer Name Geneva Bay Const.
Architect/Contractor/Designer Email pete.juergens@egm.com Phone Number 414-588-2909
Type of Construction: New ☐ Addition ☐ Remodel ☒
Type of Development: Single-family ☐ Multi-family ☐ Commercial ☒ Industrial ☐
Type of Business Entertainment / Tap Room

Engineering

Site Plans should include the following: Project title and owner's/developer's name and address noted, architect's and/or engineer's name and address noted, property boundaries and dimensions, abutting property zoning classifications, general description of building materials, façade and roof detail, setback lines indicated, easements for access, if any, 100-year floodplain identification, existing and proposed topography shown at a contour interval of one foot, indicating proposed grade and location of improvements, signage and outdoor lighting, number of parking spaces provided, type, size and location of all structures with all building dimensions shown, location of existing and general location of proposed sanitary sewers, storm sewers, water-mains, and any proposed stormwater management facilities, location, extent and type of proposed landscaping and landscaping plantings and buffers to adjacent property, including fencing or other screening, location of pedestrian sidewalks and walkways, graphic outline of any development staging that is planned, driveway locations and sizes, handicap accessibility, environmental concerns (odor, smoke, noise, graphic scale and north arrow).

- Storm water management provisions provided? YES / (NO)
 - As-built/certification notification
- Erosion control plan provided? YES / (NO)
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / (NO)
- Utility Plans Provided
 - Watermain
 - Sanitary Sewer
 - Storm Water
- Is a Land Division required? YES / (NO)
- Access points and dimensions shown? YES / (NO)
 - WISDOT Right-of-way?
 - County Right-of-way?

- Estimated Traffic impacts None
 - Traffic Study Required YES/NO
 - Traffic Control Plan Required YES/NO
 - Will construction affect street parking or intersections? YES/NO
- Paving Materials, Typical Sections? YES/NO
- WDNR Notice of Intent required? (Land disturbance more than 1 acre)? YES/NO
- Watermain extension required? YES/NO
- Sanitary sewer extension required? YES/NO
- SEWRPC Service Area Amendment needed? YES/NO
- Is a Chapter 30 Permit (wetland/waterway) required? YES/NO
- Proposed building/expansion dimensions None
- Will there be signage? YES/NO type (mounted, freestanding) _____
- Exterior lighting plans? YES/NO
- What kind of noise or level of noise will the business have? Music on Beer Garden
- Detailed property Site Plan? YES/NO Date of Plan: _____
- Green Space Calculations (Existing vs. Proposed) YES/NO
- Are landscape plans provided? YES/NO
- Is a Land Division required? YES/NO

Water/Sewer Utilities

If an existing structure please circle the following:

- Will existing sewer & water connections be used? YES/NO
- Will your project require the installation of a grease interceptor? YES/NO

If the development is Commercial or Industrial, please provide the following:

- Water service size requirement _____
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms _____
- Brief description of process (if Industrial) _____

If the development is a multi-family dwelling, please provide the following:

- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____