



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, MARCH 28, 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

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AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Howell
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 March 14, 2022 as prepared and distributed
9. **CONSENT AGENDA**– Recommended by Finance, Licensing and Regulation on March 15, 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. First Reading of **Ordinance 22-03** an ordinance repealing and recreating the Floodplain Zoning Ordinance Section 98-503 in accordance with WI DNR standards and guidelines

12. Discussion/Action regarding agreement with Geneva Lakes Family YMCA for use of funds provided by the Geneva Lakes Family YMCA to make improvements at baseball fields at Veterans Park;
13. Discussion/Action regarding a contract with Kujawa Enterprises for work to be completed on the Veterans Park Baseball Fields to be paid for by the Geneva Lake YMCA (contingent upon execution by the YMCA of the agreement set forth in item 12.)
14. Discussion/Action regarding Amendment #1 to the Memorandum of Understanding with the Lake Geneva-Genoa City Union High School District and Lake Geneva Joint #1 School District related to the traffic signal engineering and installation at Bloomfield Road and Edwards Blvd
15. **Recommendation of the Finance, Licensing, and Regulation Committee of March 15, 2022- Ald. Howell**
 - a. Discussion/Action regarding an Original Application for a Reserve “Class B” Intoxicating Liquor and Class “B” Fermented Malt Beverage License files by Zaab Corner Bistro Inc d/b/a Zaab Corner Bistro, 501 Broad St, Dawn Monroe, Agent
 - b. Discussion/Action regarding **Resolution 22-R20** a resolution authorizing carryover of General Fund - Other Professional Services budget for the McGrath wage study to be completed in 2022 in the amount of \$35,000
 - c. Discussion/Action regarding revisions to the City of Lake Geneva Snow Removal Policy
 - d. Discussion/Action regarding bid award for the signal for Bloomfield Rd and Edwards Blvd to LaLonde Contractors in an amount not to exceed \$527,728.72; (contingent upon execution of the agreement in item 14 by the Lake Geneva School Districts)
 - e. Discussion/Action regarding the purchase of a 2022 Ford 1-ton dump truck and snow plow in an amount not to exceed \$64,309, with funds from the Cemetery Equipment Replacement Fund
 - f. Discussion/Action regarding the West End Pier Fund and use of funds for “major” repairs
 - g. Discussion/Action regarding agreement between the City of Lake Geneva and the Geneva Lakes Family YMCA for the use and management of the fields at Veterans Park
 - h. Discussion/Action regarding an Emergency Services Agreement with the Town of Geneva
 - i. Discussion/Action regarding an Emergency Services Agreement with the Town of Linn
 - j. Discussion/Action regarding Change Order #5 filed by Selzer-Ornst Construction Co for the Library Renovation project in an amount not to exceed \$3,229.00
 - k. Discussion/Acceptance of March 15, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports
16. **Recommendation of the Plan Commission of March 21, 2022- Ald. Dunn**
 - a. Discussion/Action regarding **Resolution 22-R21** a resolution authorizing the issuance of a Limited Conditional Use Permit (CUP) filed by Justin W. Lanasa, 723 Williams St., Lake Geneva for a request to utilize the property for Commercial Indoor Lodging and Group Development at 723 Williams St. in the Central Business (CB) zoning district. Tax Key No. ZF00028
 - b. Discussion/Action regarding **Resolution 22-R22** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay, WI 53191 for a request to construct a pier at 978 N. Knoll Ln. in the Estate Residential – 1 (ER-1) zoning district. Tax Key No. ZYUP00106J

- c. Discussion/Action regarding **Resolution 22-R23** a resolution authorizing the issuance of a Precise Implementation Plan (PIP) filed by Fairwyn SB, Inc. 875 Townline Rd., Suite 103 Lake Geneva, for a request to construct the Clubhouse at 301 Harmony Dr. in the Planned Development (PD) zoning district. Tax Key No. ZSB00334

17. 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, MARCH 14, 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 6:00 p.m.

Pledge of Allegiance

Alderperson Halverson led the Council in the Pledge of Allegiance.

Roll Call

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

Absent: Flower (excused) and Straube (excused)

Awards, Presentations, Proclamations, and Announcements

Mayor Klein read and presented a Certificate of Recognition to Daniel T. Derrick for recognition of fifty years of service with the Lake Geneva Fire Department.

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

Walworth County resident Sheila T. Reiff addressed the Council.

Acknowledgement of Correspondence

City Administrator Nord stated that the City had received one piece of correspondence from Janice Bjorkman and that the correspondence has been distributed to all members of the Common Council.

Approve the Regular Council Minutes of March 1, 2022 as prepared and distributed

Motion by Yunker to approve, second by Hedlund. No discussion. Motion carried 6-0.

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on March 1, 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.

- a. Tier II Event Permit Application filed by the Lake Geneva Jaycees for the event of Venetian Fest to take place August 17, 2022 through August 21, 2022 located in Flat Iron Park, Seminary Park, and Library Park; park reservation permit is for August 15, 2022 through August 22, 2022 for setup and tear down.
- b. Temporary Class “B”/ “Class B” Retailer’s License filed by the Lake Geneva Jaycees for the event of Venetian Fest located in the Flat Iron Parking Lot; license term for August 15, 2022 through August 22, 2022

Motion by Howell to approve the consent agenda, second by Fesenmaier. Motion carried 6-0.

Items removed from the Consent Agenda

None

Recommendation of the Finance, Licensing, and Regulation Committee of March 1, 2022- Ald. Howell

Discussion/Action regarding Resolution 22-R19 a resolution adopting 2021 transfers from the Lakefront Special Revenue Fund and the Parking Special Revenue Fund to the General Fund
Motion by Howell to approve, seconded by Hedlund. No discussion. Motion carried 6-0.

Discussion/Action regarding disallowance of claim filed by Brian Scott for alleged damage caused to the claimant's boat after it broke free from its docking buoy on September 16, 2021, pursuant to Wis. Stat.893.80(1g)
Motion by Howell to approve, seconded by Hedlund. No discussion. Motion carried 6-0.

Discussion/Acceptance of March 1, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports
Motion by Howell to approve, seconded by Yunker. No discussion. Motion carried 6-0.

Mayoral Appointments

Confirming the appointments of the Cemetery Board for the following:

- Alderperson Fesenmaier; term to expire May 1, 2023
- Mary Sibbing; term to expire May 1, 2023
- Patrick Quinn; term to expire May 1, 2023
- Terry Krohn; term to expire May 1, 2024
- Ruth Ann Monico; term to expire May 1, 2024

Motion by Yunker to approve the appointments, seconded by Howell. No discussion. Motion carried 6-0

Confirming the appointment of James Marquardt to the Plan Commission with a term to expire May 1, 2024

Motion by Fesenmaier to approve the appointment, seconded by Yunker. No discussion. Motion carried 6-0

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) White River Holdings Claim.

Motion by Hedlund to convene the Council into Closed Session to include the City Administrator, Finance Director and City Attorney, and Utility Director, second by Fesenmaier. Motion carried 6-0 on a roll call vote. The Council convened into Closed Session at 6:15 p.m.

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

Motion by Howell to reconvene the Council into Open Session, second by Yunker. Motion carried 6-0 on a roll call vote. The Council reconvened into Open Session at 7:12 p.m.

Adjournment

Motion by Hedlund to adjourn, second by Howell. Motion carried 6-0. The meeting adjourned at 7:13 p.m.

ORDINANCE OF THE COMMON COUNCIL			
An ordinance repealing and recreating the Floodplain Zoning Ordinance Section 98-503 in accordance with WI DNR standards and guidelines			
Committee	Plan Commission approved March 21, 2022		
Fiscal Impact:	N/A		
File Number:	22-03	First Reading : Second Reading :	March 28,2022 April 11, 2022

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain as follows:

TABLE OF CONTENTS

1.0	STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE AND GENERAL PROVISIONS	2
1.1	Statutory Authorization	2
1.2	Finding of Fact	2
1.3	Statement of Purpose	2
1.4	Title	2
1.5	General Provisions	2
	(1) Areas to be Regulated	2
	(2) Official Maps and Revisions	3
	(3) Establishment of Districts	4
	(4) Locating Floodplain Boundaries	4
	(5) Removal of Lands from Floodplain	5
	(6) Compliance	6
	(7) Municipalities and State Agencies Regulated	6
	(8) Abrogation and Greater Restrictions	6
	(9) Interpretation	6
	(10) Warning and Disclaimer of Liability	7
	(11) Severability	7
	(12) Annexed Areas for Cities/Villages	7
2.0	GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN	7
2.1	Hydraulic and Hydrologic Analyses	8
2.2	Watercourse Alterations	8
2.3	Chapter 30, 31, Wis. Stats., Development	8
2.4	Public or Private Campgrounds	9
3.0	FLOODWAY DISTRICT (FW)	16
3.1	Applicability	16
3.2	Permitted Uses	16
3.3	Standards for Development	17
3.4	Prohibited Uses	19
4.0	FLOODFRINGE DISTRICT (FF)	20
4.1	Applicability	20
4.2	Permitted Uses	20
4.3	Standards for Development	20
5.0	OTHER FLOODPLAIN DISTRICT	22
5.1	General Floodplain District (GFP)	22
6.0	NONCONFORMING USES	26
6.1	General	26
6.2	Floodway District	31
6.3	Floodfringe District	32
7.0	ADMINISTRATION	33
7.1	Zoning Administrator	33
7.2	Zoning Agency	39
7.3	Board of Adjustment/Appeals	39
7.4	To Review Appeals of Permit Denials	42
7.5	Floodproofing	42
7.6	Public Information	43
8.0	AMENDMENTS	44
8.1	General	44
8.2	Procedures	44
9.0	ENFORCEMENT AND PENALTIES	45
10.0	DEFINITIONS	45

Section 98-503 Floodway, Floodfringe, and Floodplain Overlay Zoning Districts

(1) Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions

(a) Statutory Authorization. This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23 and the requirements in s. 87.30, Stats.

(b) Finding of Fact. Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.

(c) Statement of Purpose. This ordinance is intended to regulate floodplain development to:

1. Protect life, health and property;
2. Minimize expenditures of public funds for flood control projects;
3. Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
4. Minimize business interruptions and other economic disruptions;
5. Minimize damage to public facilities in the floodplain;
6. Minimize the occurrence of future flood blight areas in the floodplain;
7. Discourage the victimization of unwary land and homebuyers;
8. Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
9. Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

(d) Title. This ordinance shall be known as the Floodplain Zoning Ordinance for the City of Lake Geneva, Wisconsin.

(e) General Provisions

1. **Areas to be Regulated.** This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.
2. **Official Maps & Revisions.** Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the

office of the *Planning & Zoning Department of Lake Geneva, WI.*

a. Official Maps: Based on the Flood Insurance Study (FIS):

- i. Flood Insurance Rate Map (FIRM), panel numbers 55127C0327E, 55127C0332E, 55127C0334E, 55127C0337E, and 55127C0345E dated 04/06/2022;
- ii. Flood Insurance Rate Map (FIRM), panel numbers 55127C0329D, 55127C0331D, and 55127C0333D dated 10/02/2009;
- iii. Flood Insurance Study (FIS) 55127CV001C and 55127CV002C for **the City of Lake Geneva (Walworth County)**, dated 04/06/2022.
- iv. Letter of Map Revision, Case No. 11-05-4839P-550466, dated 06/04/2012.

Approved by: The DNR and FEMA

b. Official Maps: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

- i. Flood Storage Map, Walworth County and Incorporated Areas Flood Storage Districts, Panels 11 and 15, dated April 6, 2022, approved by DNR.

3. **Establishment of Floodplain Zoning Districts.** The flood hazard areas regulated by this ordinance are divided into districts as follows:

- a. The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- b. The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- c. The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.
- d. The Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge.

4. **Locating Floodplain Boundaries.** Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map

amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- a. If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- b. Where flood profiles do not exist for projects, including any boundary of zone A, AO, the location of the boundary shall be determined by the map scale.

5. Removal of Lands from Floodplain

- a. Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments*.
- b. The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
 - i. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 - ii. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- c. Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

6. Compliance

- a. No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- b. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.

- c. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.
- 7. **Municipalities and State Agencies Regulated.** Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards.
- 8. **Abrogation and Greater Restrictions**
 - a. This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
 - b. This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.
- 9. **Interpretation.** In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.
- 10. **Warning and Disclaimer of Liability.** The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.
- 11. **Severability.** Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.
- 12. **Annexed Areas For Cities and Villages.** The Walworth County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116,

Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

- (2) **General Standards Applicable to All Floodplain Districts.** The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.
1. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - (a) be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (b) be constructed with flood-resistant materials;
 - (c) be constructed by methods and practices that minimize flood damages; and
 - (d) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 2. If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
 - (a) such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
 - (b) public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

(a) Hydraulic and Hydrologic Analyses

1. No floodplain development shall:
 - a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or

- b. Cause any increase in the regional flood height due to floodplain storage area lost.
 2. The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.
- (b) **Watercourse Alterations.** No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

- (c) **Chapter 30, 31, Wis. Stats., Development.** Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.
- (d) **Public or Private Campgrounds.** Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:
1. The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
 2. A land use permit for the campground is issued by the zoning administrator;
 3. The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
 4. There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
 5. This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;

6. All mobile recreational vehicles placed on the site must meet one of the following:
 - a. Only camping units that are fully licensed, if required, and ready for highway use are allowed; or
 - b. The camping units shall not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

7. All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 2.4(6) and shall ensure compliance with all the provisions of this section;
8. The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
9. All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either s. 3.0, 4.0, 5.1, or 5.3 for the floodplain district in which the structure is located;
10. The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
11. All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

(3) Floodway District (FW)

- (a) Applicability.** This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).
- (b) Permitted Uses.** The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:
 - they are not prohibited by any other ordinance;
 - they meet the standards in s. 3.3 and 3.4; and
 - all permits or certificates have been issued according to s. 7.1.
 1. Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.
 2. Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.

3. Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).
4. Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.
5. Extraction of sand, gravel or other materials that comply with s. 3.3(4).
6. Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
7. Public utilities, streets and bridges that comply with s. 3.3(3).
8. Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.
9. Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
10. Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
11. Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

(c) Standards for Developments in the Floodway

1. General

- a. Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.
- b. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- c. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

2. **Structures.** Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:
- a. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
 - b. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
 - i. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
 - ii. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;
 - iii. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).
 - c. Must be anchored to resist flotation, collapse, and lateral movement;
 - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
 - e. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
 - f. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:
 - i. The lowest floor must be elevated to or above the regional flood elevation;
 - ii. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - iii. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
 - iv. The use must be limited to parking, building access or limited storage.

- g. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
 - i. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
 - ii. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);
 - iii. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
 - iv. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
 - v. Placement of utilities to or above the flood protection elevation.

3. **Public Utilities, Streets and Bridges.** Public utilities, streets and bridges may be allowed by permit, if:

- a. Adequate floodproofing measures are provided to the flood protection elevation; and
- b. Construction meets the development standards of s. 2.1.

4. **Fills or Deposition of Materials.** Fills or deposition of materials may be allowed by permit, if:

- a. The requirements of s. 2.1 are met;
- b. No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- c. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- d. The fill is not classified as a solid or hazardous material.

(d) **Prohibited Uses.** All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

- 1. Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;

2. Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
3. Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
4. Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
5. Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
6. Any solid or hazardous waste disposal sites;
7. Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
8. Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

(4) Floodfringe District (FF)

- (a) Applicability.** This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).
- (b) Permitted Uses.** Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.
- (c) Standards for Development in the Floodfringe.** Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;
 1. **Residential Uses.** Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;
 - a. All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).

- b. Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
 - c. Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
 - d. In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 - i. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - ii. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.
- 2. **Accessory Structures or Uses.** In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.
- 3. **Commercial Uses.** In addition to s. 2.0, any commercial structure which is erected, altered or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- 4. **Manufacturing and Industrial Uses.** In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- 5. **Storage of Materials.** Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
- 6. **Public Utilities, Streets and Bridges.** All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- a. When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.
 - b. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
- 7. **Sewage Systems.** All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.
- 8. **Wells.** All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.
- 9. **Solid Waste Disposal Sites.** Disposal of solid or hazardous waste is prohibited in floodfringe areas.
- 10. **Deposition of Materials.** Any deposited material must meet all the provisions of this ordinance.
- 11. **Manufactured Homes**
 - a. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
 - b. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - i. have the lowest floor elevated to the flood protection elevation; and
 - ii. be anchored so they do not float, collapse or move laterally during a flood
 - c. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).
- 12. **Mobile Recreational Vehicles.** All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:
 - a. fully licensed and ready for highway use; or
 - b. shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(5) Other Floodplain Districts

(a) General Floodplain District (GFD)

1. **Applicability.** The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).
2. **Floodway Boundaries.** For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s. 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.
3. **Permitted Uses.** Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.
4. **Standards for Development in the General Floodplain District.** Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).
 - a. New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:
 - i. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
 - ii. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.
 - b. New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
 - c. In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
 - d. All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to flood fringe areas.

5. **Determining Floodway and Floodfringe Limits.** Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

- a. Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.
- b. Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
 - i. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).
 - ii. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;
 - iii. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

(b) **Flood Storage District** The flood storage district delineates that portion of the floodplain where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity which would cause higher flood elevations.

1. **Applicability.** The provisions of this section apply to all areas within the Flood Storage District (FSD), as shown on the official floodplain zoning maps.
2. **Permitted Uses.** Any use or development which occurs in a flood storage district must meet the applicable requirements in s. 4.3.

3. **Standards for Development in Flood Storage Districts**

- a. Development in a flood storage district shall not cause an increase equal or greater than 0.00 of a foot in the height of the regional flood.
- b. No development shall be allowed which removes flood storage volume unless an equal volume of storage as defined by the pre-development ground surface and the regional flood elevation shall be provided in the immediate area of the proposed development to compensate for the volume of storage which is lost, (compensatory storage). Excavation below the

groundwater table is not considered to provide an equal volume of storage.

- c. If compensatory storage cannot be provided, the area may not be developed unless the entire area zoned as flood storage district – on this waterway – is rezoned to the floodfringe district. This must include a revision to the floodplain study and map done for the waterway to revert to the higher regional flood discharge calculated without floodplain storage, as per s. 8.0 *Amendments* of this ordinance.
- d. No area may be removed from the flood storage district unless it can be shown that the area has been filled to the flood protection elevation and is contiguous to other lands lying outside of the floodplain.

(6) Nonconforming Uses

(a) General

1. Applicability

- a. The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
 - b. As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value and a list of the costs of those activities associated with changes to those buildings.
2. The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
- a. No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- b. If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- c. The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- d. No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
- e. No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- f. If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).
- g. Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is

considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

- h. For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met and all required permits have been granted prior to the start of construction:

- i. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the flood protection elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.
- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

- ii. Nonresidential Structures

- a. Shall meet the requirements of s. 6.1(2)(h)1a-f.
- b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).
- c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).

- 3. A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are

used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

4. Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:
 - a. Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
 - b. The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
 - c. The nonconforming building is permanently changed to conform to the applicable requirements of 2.0;
 - d. If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway it must meet the standards in section 3.3(4);
 - e. If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 4.3 and 6.3;
 - f. Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
 - g. Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
 - i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.

- ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
- h. Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
 - i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
 - ii. The bottom of all openings must be no higher than one foot above the adjacent grade.
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;
- i. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- j. Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- k. Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
 - i. Be on site for fewer than 180 consecutive days; or

- ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
- iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above;
- l. In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- m. In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- n. In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- o. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- p. In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at

least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

(b) Floodway District

1. No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
 - a. Has been granted a permit or variance which meets all ordinance requirements;
 - b. Meets the requirements of s. 6.1;
 - c. Shall not increase the obstruction to flood flows or regional flood height;
 - d. Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and
 - e. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - i. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - ii. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - iii. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - iv. The use must be limited to parking, building access or limited storage.
2. No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and ch. SPS 383, Wis. Adm. Code.
3. No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair or maintenance of

an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

(c) Floodfringe District

1. No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.
2. Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - a. No floor is allowed below the regional flood elevation for residential or commercial structures;
 - b. Human lives are not endangered;
 - c. Public facilities, such as water or sewer, shall not be installed;
 - d. Flood depths shall not exceed two feet;
 - e. Flood velocities shall not exceed two feet per second; and
 - f. The structure shall not be used for storage of materials as described in s. 4.3(5).
3. All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.
4. All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

(d) Flood Storage District. No modifications or additions shall be allowed to any nonconforming structure in a flood storage area unless the standards outlined in 5.2(3) are met.

- (7) Administration.** Where a zoning administrator, planning agency or a Zoning Board of Appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

(a) Zoning Administrator

1. **Duties and Powers.** The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:
 - a. Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
 - b. Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
 - c. Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
 - d. Keep records of all official actions such as:
 - i. All permits issued, inspections made, and work approved;
 - ii. Documentation of certified lowest floor and regional flood elevations;
 - iii. Floodproofing certificates.
 - iv. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - v. All substantial damage assessment reports for floodplain structures.
 - vi. List of nonconforming structures and uses.
 - e. Submit copies of the following items to the Department Regional office:
 - i. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 - ii. Copies of case-by-case analyses and other required information.
 - iii. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
 - f. Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
 - g. Submit copies of amendments to the FEMA Regional office.
2. **Land Use Permit.** A land use permit shall be obtained before any development; repair, modification or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

- a. General Information
 - i. Name and address of the applicant, property owner and contractor;
 - ii. Legal description, proposed use, and whether it is new construction or a modification;
- b. Site Development Plan. A site plan drawn to scale shall be submitted with the permit application form and shall contain:
 - i. Location, dimensions, area and elevation of the lot;
 - ii. Location of the ordinary highwater mark of any abutting navigable waterways;
 - iii. Location of any structures with distances measured from the lot lines and street center lines;
 - iv. Location of any existing or proposed on-site sewage systems or private water supply systems;
 - v. Location and elevation of existing or future access roads;
 - vi. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
 - vii. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
 - viii. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and
 - ix. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).
- c. Hydraulic and Hydrologic Studies to Analyze Development. All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.
 - i. Zone A floodplains and in AE zones within which a floodway is not delineated:
 - a. Hydrology
 - 1. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

- b. Hydraulic Modeling. The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
1. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 2. channel sections must be surveyed.
 3. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 4. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
 5. the most current version of HEC-RAS shall be used.
 6. a survey of bridge and culvert openings and the top of road is required at each structure.
 7. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
 8. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
 9. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. Mapping. A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

1. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
2. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

ii. Zone AE Floodplains

- a. Hydrology. If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
- b. Hydraulic model. The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
 1. Duplicate Effective Model. The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.
 2. Corrected Effective Model. The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.
 3. Existing (Pre-Project Conditions) Model. The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
 4. Revised (Post-Project Conditions) Model. The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
 5. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
 6. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections

upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

- c. Mapping. Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
 - 1. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
 - 2. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
 - 3. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
 - 4. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
 - 5. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
 - 6. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
 - 7. Both the current and proposed floodways shall be shown on the map.
 - 8. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.
 - d. Expiration. All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.
3. **Certificate of Compliance.** No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the

zoning administrator, except where no permit is required, subject to the following provisions:

- a. The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
 - b. Application for such certificate shall be concurrent with the application for a permit;
 - c. If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
 - d. The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.
 - e. Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
 - f. Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).
4. **Other Permits.** Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

(b) Zoning Agency

1. The City of Lake Geneva Plan Commission shall:
 - a. oversee the functions of the office of the zoning administrator; and
 - b. review and advise the governing body on all proposed amendments to this ordinance, maps and text.
 - c. publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place and subject of the public hearing.
2. The Plan Commission shall not:
 - a. grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or

- b. amend the text or zoning maps in place of official action by the governing body.

(c) **Zoning Board of Appeals.** The Zoning Board of Appeals, created under s. 62.23(7)(e), Stats., for cities or villages, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

1. Powers and Duties. The Zoning Board of Appeals shall:

- a. Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
- b. Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- c. Variances - Hear and decide, upon appeal, variances from the ordinance standards.

2. Appeals to The Board

- a. Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.
- b. Notice and Hearing for Appeals including Variances
 - i. Notice - The board shall:
 - a. Fix a reasonable time for the hearing;
 - b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing; and
 - c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.
 - ii. Hearing - Any party may appear in person or by agent. The board shall:
 - a. Resolve boundary disputes according to s. 7.3(3);
 - b. Decide variance applications according to s. 7.3(4); and
 - c. Decide appeals of permit denials according to s. 7.4.

- c. Decision: The final decision regarding the appeal or variance application shall:
 - i. Be made within a reasonable time;
 - ii. Be sent to the Department Regional office within 10 days of the decision;
 - iii. Be a written determination signed by the chairman or secretary of the Board;
 - iv. State the specific facts which are the basis for the Board's decision;
 - v. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
 - vi. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.
- 3. **Boundary Disputes.** The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:
 - a. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
 - b. The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
 - c. If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

4. **Variance**

- a. The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
 - i. Literal enforcement of the ordinance will cause unnecessary hardship;
 - ii. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 - iii. The variance is not contrary to the public interest; and
 - iv. The variance is consistent with the purpose of this ordinance in s. 1.3.
- b. In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

- i. The variance shall not cause any increase in the regional flood elevation;
 - ii. The applicant has shown good and sufficient cause for issuance of the variance;
 - iii. Failure to grant the variance would result in exceptional hardship;
 - iv. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
 - v. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- c. A variance shall not:
- i. Grant, extend or increase any use prohibited in the zoning district;
 - ii. Be granted for a hardship based solely on an economic gain or loss;
 - iii. Be granted for a hardship which is self-created.
 - iv. Damage the rights or property values of other persons in the area;
 - v. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and
 - vi. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- d. When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

(d) To Review Appeals of Permit Denials

1. The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:
 - a. Permit application data listed in s. 7.1(2);
 - b. Floodway/floodfringe determination data in s. 5.1(5);
 - c. Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the zoning administrator; and
 - d. Other data submitted with the application or submitted to the Board with the appeal.

2. For appeals of all denied permits the Board shall:
 - a. Follow the procedures of s. 7.3;
 - b. Consider zoning agency recommendations; and
 - c. Either uphold the denial or grant the appeal.
3. For appeals concerning increases in regional flood elevation the Board shall:
 - a. Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and
 - b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

(e) Floodproofing Standards

1. No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0, 5.1, or 5.3.
2. For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - a. certified by a registered professional engineer or architect; or
 - b. meeting or exceeding the following standards:
 - i. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii. the bottom of all openings shall be no higher than one-foot above grade; and
 - iii. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
3. Floodproofing measures shall be designed, as appropriate, to:
 - a. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;

- b. Protect structures to the flood protection elevation;
- c. Anchor structures to foundations to resist flotation and lateral movement;
- d. Minimize or eliminate infiltration of flood waters;
- e. Minimize or eliminate discharges into flood waters;
- f. Placement of essential utilities to or above the flood protection elevation; and
- g. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - i. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - ii. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - iii. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - iv. The use must be limited to parking, building access or limited storage.

(f) Public Information

- 1. Place marks on structures to show the depth of inundation during the regional flood.
- 2. All maps, engineering data and regulations shall be available and widely distributed.
- 3. Real estate transfers should show what floodplain district any real property is in.

(8) Amendments. Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

- 1. In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.
- 2. In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

(a) General

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

1. Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
2. Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
3. Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);
4. Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
5. Correction of discrepancies between the water surface profiles and floodplain maps;
6. Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
7. All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

(b) Procedures

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities and villages,. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

1. The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities and villages
2. No amendments shall become effective until reviewed and approved by the Department.
3. All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

(9) Enforcement and Penalties

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

(10) Definitions

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A Zones – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH Zone – See “Area of Shallow Flooding”.
3. AO Zone – See “Area of Shallow Flooding”.
4. Accessory Structure or Use – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
5. Alteration – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. Area of Shallow Flooding – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.
7. Base Flood – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. Basement – Any enclosed area of a building having its floor sub-grade on all sides.
9. Breakaway Wall – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

10. Building – See Structure.
11. Bulkhead Line – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
12. Campground – Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
13. Camping Unit – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
14. Certificate of Compliance – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
15. Channel – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
16. Crawlways or Crawl Space – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
17. Deck – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
18. Department – The Wisconsin Department of Natural Resources.
19. Development – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
20. Dryland Access – A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
21. Encroachment – Any fill, structure, equipment, use or development in the floodway.

22. Federal Emergency Management Agency (FEMA) – The federal agency that administers the National Flood Insurance Program.
23. Flood Insurance Rate Map (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
24. Flood or Flooding – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
 - The overflow or rise of inland waters;
 - The rapid accumulation or runoff of surface waters from any source;
 - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
 - The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
25. Flood Frequency – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
26. Floodfringe – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
27. Flood Hazard Boundary Map – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
28. Flood Insurance Study – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
29. Floodplain – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
30. Floodplain Island – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
31. Floodplain Management – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

32. Flood Profile – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
33. Floodproofing – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
34. Flood Protection Elevation – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: Freeboard.)
35. Flood Storage – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
36. Floodway – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
37. Freeboard – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
38. Habitable Structure – Any structure or portion thereof used or designed for human habitation.
39. Hearing Notice – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
40. High Flood Damage Potential – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
41. Highest Adjacent Grade – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
42. Historic Structure – Any structure that is either:
 - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as

determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

43. Increase In Regional Flood Height – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
44. Land Use – Any nonstructural use made of unimproved or improved real estate. (Also see Development.)
45. Lowest Adjacent Grade – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
46. Lowest Floor – The lowest floor of the lowest enclosed area (including basement).
47. Maintenance – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.
48. Manufactured Home – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
49. Mobile/Manufactured Home Park or Subdivision – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
50. Mobile/Manufactured Home Park or Subdivision, Existing – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
51. Mobile/Manufactured Home Park, Expansion to Existing – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
52. Mobile Recreational Vehicle – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
53. Model, Corrected Effective – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than

that used in the current effective model.

54. Model, Duplicate Effective – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
55. Model, Effective – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
56. Model, Existing (Pre-Project) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
57. Model, Revised (Post-Project) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
58. Municipality or Municipal – The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.
59. NAVD or North American Vertical Datum – Elevations referenced to mean sea level datum, 1988 adjustment.
60. NGVD or National Geodetic Vertical Datum – Elevations referenced to mean sea level datum, 1929 adjustment.
61. New Construction – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
62. Non-Flood Disaster – A fire or an ice storm, tornado, windstorm, mudslide or other destructive act of nature, but excludes a flood.
63. Nonconforming Structure – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
64. Nonconforming Use – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
65. Obstruction to Flow – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
66. Official Floodplain Zoning Map – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.

67. Open Space Use – Those uses having a relatively low flood damage potential and not involving structures.
68. Ordinary Highwater Mark – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
69. Person – An individual, or group of individuals, corporation, partnership, association, municipality or state agency.
70. Private Sewage System – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
71. Public Utilities – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.
72. Reasonably Safe From Flooding – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
73. Regional Flood – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
74. Start of Construction – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
75. Structure – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
76. Subdivision – Has the meaning given in s. 236.02(12), Wis. Stats.

77. Substantial Damage – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
78. Substantial Improvement – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure.
79. Unnecessary Hardship – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
80. Variance – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
81. Violation – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
82. Watershed – The entire region contributing runoff or surface water to a watercourse or body of water.
83. Water Surface Profile – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
84. Well – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

Approved by the City of Lake Geneva Common Council on this 11th day of April, 2022.

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

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

Charlene Klein, Mayor	Date
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Date _____

Attest:

Lana Kropf, City Clerk Date

Date _____

AGREEMENT

This AGREEMENT, made and entered into this ____ day of March, 2022, by and between the City of Lake Geneva, 626 Geneva Street, Lake Geneva, Wisconsin 53147, a municipal corporation, (hereinafter “City”), and The Geneva Lakes Family YMCA Foundation, Inc. 203 Wells Street, Lake Geneva, Wisconsin 53147, a Wisconsin Non-Stock Corporation (hereinafter “YMCA”).

WITNESSETH

WHEREAS, the YMCA has received a Tourism Grant from the City of Lake Geneva Tourism Commission in the amount of \$220,000.00 for the purposes of making renovations to ballfields (the “Project”) at a city park known as Veteran’s Park located at 1201 Townline Road, Lake Geneva, Wisconsin (“Veteran’s Park”), and

WHEREAS, the City is willing to accept a donation from the YMCA to accomplish renovations to the ballfields at Veteran’s Park and contract with KUJAWA Enterprises, Inc. to have renovations completed, and

WHEREAS, the City will enter into a contract with KUJAWA Enterprises, Inc. to perform the work to improve Veteran’s Park ballfields, and

WHEREAS, the City and the YMCA wish to enter into an Agreement to accomplish the renovations to the ballfields at Veteran’s Park and make provisions for payment of those renovations’

NOW, THEREFORE, in consideration for these premises and the mutual covenants, terms, and conditions contained herein, the receipt and sufficiency of which are acknowledged by the parties, the City of Lake Geneva and YMCA agree as follows.

1. The above statements are true and correct and incorporated herein by reference.
2. The YMCA shall deposit the sum of \$220,275.90 with the City of Lake Geneva for the purposes of paying for the improvements to the ballfields at Veteran’s Park in accordance with proposal from KUJAWA Enterprises, Inc. which is attached hereto as Exhibit 1 and incorporated herein by reference. The funds deposited with the City will be kept in a segregated account and used pursuant to the terms of this Agreement.
3. The City of Lake Geneva shall execute and become obligated under the proposal by KUJAWA Enterprises, Inc. for renovations to the ballfields at Veteran’s Park as described in the proposal attached hereto as Exhibit 1.
4. The City shall be responsible for all oversight and for all decisions concerning the improvements installed pursuant to the attached proposal marked as Exhibit 1.
5. The YMCA, upon written demand to the City, shall receive an accounting of all payments from the funds deposited with the City and used for the renovations described in the proposal. An accounting to the YMCA shall be provided within five (5) days after written notice from YMCA.

6. In the event expenses for renovations to the Veteran's Park ballfield exceed the sum of \$220,275.90, the YMCA shall receive notice. Five (5) days after notice the YMCA shall deposit sufficient funds to complete the improvements. In the event that YMCA fails to make payments as requested herein, the City may complete the improvements and submit a bill to the YMCA for payment which shall be paid within ten (10) days of demand by the City.
7. In the event that there are excess funds on deposit with the City after the project is completed, the YMCA agrees that said excess shall be returned to the City of Lake Geneva Tourism Commission.
8. This Agreement may only be amended by written instruments signed by both parties.
9. This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any action rising under this agreement shall be the Circuit Court for Walworth County, Wisconsin.
10. The parties shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of not less than 3 years following its completion. Such records shall be made available by the City for inspection and copying upon request.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.
12. This Agreement shall be of full force and effect upon the execution by all parties.
13. The signatories to this Agreement covenant that they have proper authority to enter into this Agreement on behalf of their respective parties.

In witness whereof, the parties have caused this agreement to be executed on the date set forth below.

CITY OF LAKE GENEVA

Dated: _____

By: _____
CHARLENE KLEIN, Mayor

Attest:

By: _____
LANA KROPF, City Clerk

State of Wisconsin)
)ss
County of _____)

Subscribed and sworn to before me on
This ____ day of March, 2022.

My commission/term expires: _____

THE GENEVA LAKES FAMILY YMCA
FOUNDATION, INC.

Dated: _____

By: _____
MIKE KRAMP, Executive Director

State of Wisconsin)
) : ss
County of _____)

Subscribed and sworn to before me on
This ____ day of March, 2022.

My commission/term expires: _____



March 8, 2022

City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147
Attn: City Clerk

PROJECT:

Veterans Park Ballfield Renovations for the following fields:

- A. Multi-Use Field #1
- B. Multi-Use Field #2
- C. Multi-Use Field #3
- D. Multi-Use Field #4
- E. Molitor Field
- F. Multi-Use Field #5

Scope of Work

- A. **Multi-Use Field #1** - Return the existing field to its original dimension and structure.
 - a. Verify locations for all base anchors, pitching rubbers and home plate. Adjust/reset as necessary after infield mix installation.
 - b. Sod cut back arc to appropriate distance and clean up the remainder of the skinned infield. Removed debris will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva for disposal. Intent is to remove any minor lip build-up, create crisp, clean edges that will assist in promoting positive surface drainage.
 - c. Provide, install and laser grade approximately 72 tons of Waupaca Sure Hop Classic infield mix. The mix will be used to fill in low areas and promote positive surface drainage off of the skinned infield.
 - d. Compact infield with roller.
 - e. Provide and install professional grade bagged clay to the pitching rubber wear area, batter boxes and catcher's box.
 - f. Provide and install new CH base anchors (according to set-up needed), pitching rubber and home plate.
 - g. Provide and install approximately 4 tons of Turface Elite Heritage Red calcined clay for topdressing on the entire skinned portion of the field.

Total Cost for Multi-Use Field #1 Renovation.....\$17,018.03 + Tax

- B. **Multi-Use Field #2** - Return the existing field to its original dimension and structure.
 - a. Verify locations for all base anchors, pitching rubbers and home plate. Adjust/reset as necessary after infield mix installation.
 - b. Sod cut back arc to appropriate distance and clean up the remainder of the skinned infield. Removed debris will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva for disposal. Intent is to remove any minor lip build-up, create crisp, clean edges that will assist in promoting positive surface drainage.

- c. Provide, install and laser grade approximately 72 tons of Waupaca Sure Hop Classic infield mix. The mix will be used to fill in low areas and promote positive surface drainage off of the skinned infield.
- d. Compact infield with roller.
- e. Provide and install professional grade bagged clay to the pitching rubber wear area, batter boxes and catcher's box.
- f. Provide and install new CH base anchors (according to set-up needed), pitching rubber and home plate.
- g. Provide and install approximately 4 tons of Turface Elite Heritage Red calcined clay for topdressing on the entire skinned portion of the field.

Total Cost for Multi-Use Field #2.....\$17,018.03 + Tax_____

C. Multi-Use Field #3 - Return the existing field to its original dimension and structure.

- a. Verify locations for all base anchors, pitching rubbers and home plate. Adjust/reset as necessary after infield mix installation.
- b. Sod cut back arc to appropriate distance and clean up the remainder of the skinned infield. Removed debris will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva for disposal. Intent is to remove any minor lip build-up, create crisp, clean edges that will assist in promoting positive surface drainage.
- c. Provide, install and laser grade approximately 72 tons of Waupaca Sure Hop Classic infield mix. The mix will be used to fill in low areas and promote positive surface drainage off of the skinned infield.
- d. Compact infield with roller.
- e. Remove 8' of existing turf along fencing surrounding the field boundary in preparation of installing new warning track around interior boundaries. Debris removed for warning track installation will be piled contiguous to the field and removal becomes the responsibility of the City of Lake Geneva.
- f. Provide and install 3" of Waupaca Trailblaze Limestone Warning Track material. Laser Grade and compact material to create positive surface drainage away from warning track.
- g. Provide and install professional grade bagged clay to the pitching rubber wear area, batter boxes and catcher's box.
- h. Provide and install new CH base anchors (according to set-up needed), pitching rubbers and home plate.
- i. Provide and install approximately 4 tons of Turface Elite Heritage Red calcined clay for topdressing on the entire skinned portion of the field.

Total cost for Multi-Use Field #3.....\$27,434.03 + Tax_____

D. Multi-Use Field #4 - Return the existing field to its original dimension and structure.

- a. Verify locations for all base anchors, pitching rubbers and home plate. Adjust/reset as necessary after infield mix installation.
- b. Sod cut back arc to appropriate distance and clean up the remainder of the skinned infield. Removed debris will be piles contiguous to the field and will become the responsibility of the City of Lake Geneva for disposal. Intent is to remove any minor lip build-up, create crisp, clean edges that will assist in promoting positive surface drainage.
- c. Provide, install and laser grade approximately 72 tons of Waupaca Sure Hop Classic infield mix. The mix will be used to fill in low areas and promote positive surface drainage off of the skinned infield.
- d. Compact infield with roller.

- e. Remove 8' of existing turf along fencing surrounding the field boundary in preparation of installing new warning track around interior boundaries. Debris removed for warning track installation will be piled contiguous to the field and removal becomes the responsibility of the City of Lake Geneva.
- f. Provide and install 3" of Waupaca Trailblaze Limestone Warning Track material. Laser Grade and compact material to create positive surface drainage away from warning track.
- g. Provide and install professional grade bagged clay to the pitching rubber wear area, batter boxes and catcher's box.
- h. Provide and install new CH base anchors (according to set-up needed), pitching rubber and home plate.
- i. Provide and install approximately 4 tons of Turface Elite Heritage Red calcined clay for topdressing on the entire skinned portion of the field.

Total cost for Multi-Use Field #4.....\$27,434.03 + Tax_____

E. Molitor Field - Return The existing field to its original dimensions, remove and replace the interior grass infield and return field to safe playable conditions.

- a. Verify locations for base anchors, pitching rubbers and home plate. Adjust/reset as necessary after the infield mix is installed.
- b. Sod cut back arc to appropriate distance and clean up all other grass edges. Removing all lip build-up and replacing sod where needed.
- c. Remove existing infield grass, re-grade the sub-grade of the infield. Provide and replace infield with big roll Kentucky bluegrass athletic style sod. Debris removed will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva.
- d. Provide and install approximately 120 tons of Sure Hop Infield mix to the entire infield skin. Material will be placed, laser graded and rolled to provide positive surface drainage on the entire skinned infield.
- e. Repair existing pitcher's mound to original dimensions. Being mindful of plateau, height of mound and fortified landing areas. Repairs to be made using Black Stick mound clay.
- f. Provide and install professional bagged clay to the pitching rubber wear area, batter boxes and catcher's box. Compact in 1" lifts.
- g. Remove existing sod around the interior boundary of the field. Remove 8' from the fence toward the field. Removed debris will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva for removal.
- h. Provide and install 3" of Waupaca Trailblaze Limestone Warning Track material to the entire warning track. Material will be laser graded and rolled to promote positive surface drainage off the warning track.
- i. Provide and install new base anchors, pitching rubber and home plate. Base anchors will be set to the specifications set forth by the owner.
- j. Provide and install approximately 6 tons of Turface Elite Heritage Red Calcined Clay infield conditioner to the entire skinned area.

Total cost for Molitor Field.....\$46,809.80 + Tax_____

F. Multi-Use Field #5 - Return the existing field to its original dimensions, create interior grass infield, return field to safe playable conditions install drainage to try and capture water prior to it reaching the skinned infield.

- a. Verify locations for base anchors, pitching rubbers and home plate. Adjust/reset as necessary after the infield mix is installed.
- b. Sod cut back arc to appropriate distance and clean up all other grass edges. Removing all lip build-up, regrading existing swale and replacing sod where needed.

- c. Provide and install infield with big roll Kentucky bluegrass athletic style sod.
- d. Provide and install approximately 48 tons of Sure Hop Infield mix to the entire infield skin. Material will be placed, laser graded and rolled to provide positive surface drainage on the entire skinned infield.
- e. Repair existing pitcher's mound to original dimensions. Being mindful of plateau, height of mound and fortified landing areas. Repairs to be made using Black Stick mound clay.
- f. Provide and install professional bagged clay to the pitching rubber wear area, batter boxes and catcher's box. Compact in 1" lifts.
- g. Remove existing sod around the interior boundary of the field. Remove 8' from the fence toward the field. Removed debris will be piled contiguous to the field and will become the responsibility of the City of Lake Geneva for removal.
- h. Provide and install 3" of Waupaca Trailblaze Limestone Warning Track material to the entire warning track. Material will be laser graded and rolled to promote positive surface drainage off the warning track.
- i. Provide and install new base anchors, pitching rubber and home plate. Base anchors will be set to the specifications set forth by the owner.
- j. Provide and install approximately 4 tons of Turface Elite Heritage Red Calcined Clay infield conditioner to the entire skinned area.
- k. Create two drainage trenches to capture water running downhill from outfield toward infield and assist in stopping erosion that has been happening over the years.
 - i. Trenches are both 2' in width and depth will vary at exit of trench. Both trenches start at a depth of 3' and end at depths of 4'9" and 5'3" respectfully. Spoils from trenches will be piled contiguous to fields and become the responsibility of the City of Lake Geneva.
 - ii. Trenches will be lined with fabric, have perforated drain tile in the base of the trench and buried with clear stone.
 - iii. Trench fabric will overlap the top of the trench and then buried with 6" of compacted topsoil.
 - iv. Trenches will be sodded for final restoration, using Athletic Blend Kentucky Bluegrass big roll sod.
 - v. New sod will require watering and will become the responsibility of the Geneva Lakes YMCA maintenance staff. KEI will assist in monitoring conditions and amounts of water to be applied.

Total Cost for Multi-Use Field #5.....\$84,561.98 + tax

Best Regards,

Brent Amann
KUJAWA ENTERPRISES INC.
Sports Field Manager
brent.amann@keiorange.com
262-475-8263

Approved By: _____ **Date:** _____

Print Name: _____ **Phone:** _____

E-Mail: _____

Payment Agreement:

KEI would like to offer a payment plan on this project. We are asking for payments to be equally divided in three payments, to come as follows:

First Payment - \$73,425.30 at time of commencement

Second Payment - \$73,425.30 at time of considerable completion

Third Payment - \$73,425.30 at completion of work and approval of owner

Please let us know if you have questions or concerns regarding this structure.

Approval of Payment Agreement: _____

Date: _____

Printed Name of Signature: _____

Telephone: _____

Kujawa Enterprises, Inc. | 824 E. Rawson Ave., Oak Creek, WI 53154 | www.keiorange.com

AMENDMENT NO. 1 TO AGREEMENT

WHEREAS, The City of Lake Geneva, a Wisconsin Municipal Corporation (hereinafter "City") and the Lake Geneva-Genoa City Union High School District and Lake Geneva Joint #1 School District (hereinafter "School Districts") entered into an agreement (herein after the "Agreement") to allow the installation of traffic signals at the intersection of STH 120 and Bloomfield Road (hereinafter "the intersection"); and

WHEREAS, the Agreement set forth each parties' financial obligations with respect to the design and installation of said traffic signals at the above-described intersection; and

WHEREAS, the City and the Town of Bloomfield and the Wisconsin Department of Transportation are entering into a Memorandum of Understanding (hereinafter "MOU") to allow the installation of traffic signals at the Intersection which MOU is attached hereto as Exhibit 1; and

WHEREAS, there is mutual benefits to the City and School Districts to share in the costs to design and install the above-described traffic signals; and

WHEREAS, it is estimated that the total cost to design and install the traffic signals at the Intersection will not exceed Seven Hundred Sixteen Thousand Three Hundred Ninety-Five and 02/100 (\$716,395.02) Dollars (as shown on the attached Task Orders marked Composite Exhibit 2 plus an estimated change order amount of \$26,386.44 (5%)).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the City and School Districts agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The City of Lake Geneva will utilize the services of Kapur and Associates to design and oversee installation of traffic signals at the Intersection.
3. The City will contribute and pay the sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars for the design and installation of traffic signals at the Intersection.

4. The School Districts will pay the balance estimated at Five Hundred Sixty-Six Thousand Three Hundred Ninety-Five and 02/100 (\$566,395.02) Dollars cost for design and installation of the traffic signals at the Intersection.
5. The City will administer the payments for the design and installation of the traffic signals at the Intersection.
6. After the City has expended the One Hundred Fifty Thousand (\$150,000.00) Dollars it is obligated to pay under this agreement, the School Districts will pay the balance of the costs for the design and installation of the traffic signals at the Intersection.
7. The City will continue to administer the payments after paying its share of the design and installation of the traffic signals at the Intersection. While administering payments for the project, the City will provide a spreadsheet to the School Districts showing the payments made to date together with necessary back-up documentation to support said payments.
8. After the payment of the City's share of the costs of One Hundred Fifty Thousand (\$150,000.00) Dollars for the design and installation of traffic signals at the Intersection, the City will provide subsequent invoices to the School Districts for payment. Within 10 days of receipt of the subsequent invoices, the School Districts will remit the amount shown on the invoice to the City for payment to the requestor. Upon receipt of payment from the School Districts, the City will promptly pay that amount to the requesting party.
9. The City will be entering into agreements with contractors and engineers for the design and installation of the traffic signals at the Intersection. The School Districts will indemnify and hold the City harmless from any claims that may arise as a result of a breach of this agreement by the School Districts. Said indemnity shall include all reasonable attorneys' fees the City may incur in defending such claims or pursuing this indemnity under this paragraph.
10. Each party signing this agreement is duly authorized to enter into this agreement on behalf of the parties.
11. This agreement shall be interpreted under the laws of the State of Wisconsin.
12. All other terms and conditions of the Agreement not modified by this Amendment No. 1 to Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this _____ day of
March 2022.

LAKE GENEVA JOINT #1 SCHOOL DISTRICT

LAKE GENEVA-GENOA CITY
UNION HIGH SCHOOL DISTRICT

By: _____
MARCIE HOLLMANN, President

By: _____
PATRICK SHERMAN, President

Attest: _____

Attest: _____

CITY OF LAKE GENEVA

By: _____
CHARLENE KLEIN, Mayor

Attest: _____
LANA KROPF, City Clerk

TRAFFIC CONTROL SIGNAL OPERATION AND MAINTENANCE AGREEMENT

The Wisconsin Department of Transportation agrees to assume ownership, maintenance, and operational responsibility for the traffic control signal at the intersection of: STH 120 & Bloomfield Road for the purpose of controlling the flow of traffic.

The following conditions are acknowledged and accepted by the Township of Bloomfield, the City of Lake Geneva, and the Wisconsin Department of Transportation:

1. The operation of the traffic signal will comply with the Wisconsin Manual on Uniform Traffic Control Devices.
2. The new traffic signal shall be constructed to Wisconsin Department of Transportation standards.
3. The Wisconsin Department of Transportation shall be responsible for lighting the intersection listed in this agreement.
4. The Wisconsin Department of Transportation shall inspect and approve the traffic signal for operation prior to turn on. Once the traffic signal has been turned on, the Department is responsible for ownership, maintenance, and operation regardless of the remaining project work.
5. The Township of Bloomfield and the City of Lake Geneva shall be responsible for all timing requests in the event, the new traffic signal is turned on before it has been approved for operation by the Wisconsin Department of Transportation.
6. After the traffic signal is approved for operation by the Wisconsin Department of Transportation, the Wisconsin Department of Transportation will be responsible for all energy costs associated with the signal.
7. Parking will be restricted by the Township of Bloomfield at locations on the identified intersecting streets in accordance with the need to provide adequate capacity and normal flow of traffic.
8. The Township of Bloomfield consents to the installation of a traffic control signal at the intersection of STH 120 and Bloomfield Road and will complete all permit applications requested by the Wisconsin Department of Transportation. The City of Lake Geneva will be responsible for the design and installation of the traffic signal. Once the traffic signal has been turned on, the Department is responsible for ownership, maintenance, and operation

Agreed on behalf of Township of Bloomfield

(Signature of Authorized Representative for Township)

(Date)

Agreed on behalf of the Department

(Office of Traffic)

(Date)

Agreed on behalf of City of Lake Geneva

(Signature of Authorized Representative for City)

(Date)



Bloomfield at STH 120 Traffic Signal - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 1/27/2022, 10am

Bloomfield at STH 120 Traffic Signal - Base Bid				LaLonde Contractors, Inc.	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
203.01	Removing Small Pipe Culverts	EACH	1	\$275.00	\$275.00
204.01	Removing Concrete Pavement	SY	332	\$10.63	\$3,529.16
204.011	Removing Asphaltic Surface	SY	175	\$10.61	\$1,856.75
204.015	Removing Curb & Gutter	LF	182	\$8.25	\$1,501.50
204.018	Removing Delineators and Markers	EACH	1	\$10.00	\$10.00
204.0195	Removing Concrete Bases	EACH	7	\$425.00	\$2,975.00
204.022	Removing Inlets	EACH	1	\$275.00	\$275.00
204.0245.01	Removing Storm Sewer (size) (01. 24-INCH)	LF	31	\$16.00	\$496.00
204.9002.S	Removing Advance Flasher Assemblies Type 2	EACH	2	\$263.50	\$527.00
204.9060.S.01	Removing (item description) (Removing Lighting Units)	EACH	4	\$440.20	\$1,760.80
204.9060.S.02	Removing (item description) (Removing Apron Endwalls)	EACH	1	\$200.00	\$200.00
204.9060.S.22	Removing (item description) (Removing Luminaires)	EACH	4	\$46.50	\$186.00
205.01	Excavation Common	CY	770	\$31.49	\$24,247.30
208.01	Borrow	CY	10	\$36.65	\$366.50
213.0100.01	Finishing Roadway (project) (STH 120 & BLOOMFIELD)	EACH	1	\$2,654.00	\$2,654.00
305.011	Base Aggregate Dense 3/4-Inch	TON	541	\$25.90	\$14,011.90
305.012	Base Aggregate Dense 1 1/4-Inch	TON	1184	\$21.67	\$25,657.28
312.011	Select Crushed Material	TON	147	\$35.85	\$5,269.95
415.009	Concrete Pavement 9-Inch	SY	243	\$83.91	\$20,390.13
416.061	Drilled Tie Bars	EACH	248	\$11.57	\$2,869.36
416.062	Drilled Dowel Bars	EACH	192	\$17.91	\$3,438.72
416.171	Concrete Pavement Repair	SY	145	\$123.45	\$17,900.25
416.172	Concrete Pavement Replacement	SY	145	\$141.35	\$20,495.75
455.0605	Tack Coat	GAL	87	\$8.00	\$696.00
460.5223	HMA Pavement 3 LT 58-28 S	TON	160	\$153.00	\$24,480.00
460.5224	HMA Pavement 4 LT 58-28 S	TON	123	\$123.00	\$15,129.00
465.0105	Asphaltic Surface	TON	30	\$138.00	\$4,140.00
465.011	Asphaltic Surface Patching	TON	0	\$200.00	\$0.00
520.8	Concrete Collars for Pipe	EACH	2	\$425.00	\$850.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1	\$1,100.00	\$1,100.00
522.1015	Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	EACH	2	\$1,300.00	\$2,600.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	166	\$38.72	\$6,427.52
601.0555	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	LF	261	\$41.17	\$10,745.37
602.041	Concrete Sidewalk 5-Inch	SF	401	\$9.88	\$3,961.88
602.0605	Curb Ramp Detectable Warning Field Radial Yellow	SF	49	\$38.33	\$1,878.17
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	36	\$94.00	\$3,384.00
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	71	\$98.00	\$6,958.00
608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	21	\$160.00	\$3,360.00
611.053	Manhole Covers Type J	EACH	1	\$825.00	\$825.00
611.0606	Inlet Covers Type B	EACH	1	\$975.00	\$975.00

611.0642	Inlet Covers Type MS	EACH	1	\$975.00	\$975.00
611.2005	Manholes 5-FT Diameter	EACH	1	\$2,600.00	\$2,600.00
611.322	Inlets 2x2-FT	EACH	1	\$1,850.00	\$1,850.00
611.3901	Inlets Median 1 Grate	EACH	1	\$2,025.00	\$2,025.00
616.0700.S	Fence Safety	LF	750	\$2.53	\$1,897.50
619.1	Mobilization	EACH	1	\$20,647.96	\$20,647.96
623.02	Dust Control Surface Treatment	SY	2339	\$0.01	\$23.39
624.01	Water	MGAL	4	\$52.80	\$211.20
628.1504	Silt Fence	LF	2113	\$1.89	\$3,993.57
628.152	Silt Fence Maintenance	LF	2113	\$0.10	\$211.30
628.702	Inlet Protection Type D	EACH	19	\$110.00	\$2,090.00
628.7504	Temporary Ditch Checks	LF	30	\$8.00	\$240.00
628.7555	Culvert Pipe Checks	EACH	4	\$30.00	\$120.00
633.52	Markers Culvert End	EACH	3	\$60.00	\$180.00
634.0816	Posts Tubular Steel 2x2-Inch X 16-FT	EACH	10	\$115.00	\$1,150.00
637.221	Signs Type II Reflective H	SF	128	\$18.80	\$2,406.40
637.2215	Signs Type II Reflective H Folding	SF	45	\$22.00	\$990.00
637.223	Signs Type II Reflective F	SF	54	\$21.00	\$1,134.00
638.2102	Moving Signs Type II	EACH	3	\$90.00	\$270.00
638.2602	Removing Signs Type II	EACH	18	\$10.00	\$180.00
638.3	Removing Small Sign Supports	EACH	12	\$10.00	\$120.00
638.4	Moving Small Sign Supports	EACH	1	\$10.00	\$10.00
643.03	Traffic Control Drums	DAY	5887	\$0.20	\$1,177.40
643.042	Traffic Control Barricades Type III	DAY	2578	\$0.15	\$386.70
643.0715	Traffic Control Warning Lights Type C	DAY	1477	\$0.35	\$516.95
643.08	Traffic Control Arrow Boards	DAY	124	\$5.00	\$620.00
643.09	Traffic Control Signs	DAY	2883	\$0.50	\$1,441.50
643.092	Traffic Control Covering Signs Type II	EACH	5	\$75.00	\$375.00
643.105	Traffic Control Signs PCMS	DAY	171	\$25.00	\$4,275.00
644.142	Temporary Pedestrian Surface Plywood	SF	1521	\$4.53	\$6,890.13
644.181	Temporary Pedestrian Barricade	LF	361	\$5.00	\$1,805.00
645.022	Geogrid Type SR	SY	70	\$5.45	\$381.50
646.102	Marking Line Epoxy 4-Inch	LF	2993	\$0.90	\$2,693.70
646.302	Marking Line Epoxy 3-Inch	LF	493	\$1.90	\$936.70
646.502	Marking Arrow Epoxy	EACH	8	\$230.00	\$1,840.00
646.512	Marking Word Epoxy	EACH	2	\$240.00	\$480.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	135	\$12.00	\$1,620.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	130	\$10.00	\$1,300.00
646.9	Marking Removal Line 4-Inch	LF	3064	\$0.15	\$459.60
646.93	Marking Removal Special Marking	EACH	4	\$100.00	\$400.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	1498	\$9.23	\$13,826.54
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	863	\$12.79	\$11,037.77
652.0615	Conduit Special 3-Inch	LF	688	\$22.07	\$15,184.16
652.08	Conduit Loop Detector	LF	1334	\$7.28	\$9,711.52
653.0135	Pull Boxes Steel 24x36-Inch	EACH	7	\$970.50	\$6,793.50
653.014	Pull Boxes Steel 24x42-Inch	EACH	14	\$1,034.50	\$14,483.00
653.0905	Removing Pull Boxes	EACH	3	\$139.00	\$417.00
654.0101	Concrete Bases Type 1	EACH	6	\$822.00	\$4,932.00
654.0102	Concrete Bases Type 2	EACH	1	\$1,075.00	\$1,075.00
654.011	Concrete Bases Type 10	EACH	1	\$5,328.00	\$5,328.00

654.012	Concrete Bases Type 10-Special	EACH	3	\$6,151.00	\$18,453.00
654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	1	\$1,834.50	\$1,834.50
655.021	Cable Traffic Signal 3-14 AWG	LF	1240	\$1.12	\$1,388.80
655.023	Cable Traffic Signal 5-14 AWG	LF	419	\$1.38	\$578.22
655.024	Cable Traffic Signal 7-14 AWG	LF	2212	\$1.73	\$3,826.76
655.026	Cable Traffic Signal 12-14 AWG	LF	1252	\$2.49	\$3,117.48
655.032	Cable Type UF 2-10 AWG Grounded	LF	1731	\$2.12	\$3,669.72
655.0515	Electrical Wire Traffic Signals 10 AWG	LF	2607	\$1.13	\$2,945.91
655.061	Electrical Wire Lighting 12 AWG	LF	1017	\$0.77	\$783.09
655.07	Loop Detector Lead in Cable	LF	7132	\$1.52	\$10,840.64
655.08	Loop Detector Wire	LF	4263	\$1.14	\$4,859.82
655.09	Traffic Signal EVP Detector Cable	LF	1240	\$1.33	\$1,649.20
657.01	Pedestal Bases	EACH	6	\$193.80	\$1,162.80
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	1	\$393.00	\$393.00
657.031	Poles Type 3	EACH	1	\$3,037.80	\$3,037.80
657.042	Traffic Signal Standards Aluminum 13-FT	EACH	1	\$503.00	\$503.00
657.0425	Traffic Signal Standards Aluminum 15-FT	EACH	5	\$603.00	\$3,015.00
657.0609	Luminaire Arms Single Member 4-Inch Clamp 6-FT	EACH	1	\$220.50	\$220.50
658.0173	Traffic Signal Face 3S 12-Inch	EACH	12	\$747.60	\$8,971.20
658.0174	Traffic Signal Face 4S 12-Inch	EACH	8	\$1,019.80	\$8,158.40
658.0416	Pedestrian Signal Face 16-Inch	EACH	2	\$521.20	\$1,042.40
658.5069.01	Signal Mounting Hardware (location) (STH 120 & BLOOMFIELD)	LS	1	\$4,779.50	\$4,779.50
659.1125	Luminaires Utility LED C	EACH	8	\$270.40	\$2,163.20
690.015	Sawing Asphalt	LF	1549	\$1.15	\$1,781.35
690.025	Sawing Concrete	LF	1074	\$2.05	\$2,201.70
SPV.0060.01	Special (Curb Ramp Grading, Shaping, and Finishing)	EACH	2	\$628.25	\$1,256.50
SPV.0060.03	Special (Transport and Install Poles Type 9)	EACH	1	\$1,250.50	\$1,250.50
SPV.0060.05	Special (Transport and Install Poles Type 10 Special)	EACH	3	\$1,250.50	\$3,751.50
SPV.0060.06	Special (Transport and Install Monotube Arms 30-FT)	EACH	1	\$2,190.00	\$2,190.00
SPV.0060.07	Special (Transport and Install Monotube Arms 40-FT)	EACH	1	\$2,345.00	\$2,345.00
SPV.0060.08	Special (Transport and Install Monotube Arms 45-FT)	EACH	1	\$2,500.00	\$2,500.00
SPV.0060.09	Special (Transport and Install Luminaire Arms Steel 15-FT)	EACH	3	\$378.00	\$1,134.00
SPV.0060.10	Special (Removing Controller Cabinet)	EACH	1	\$558.00	\$558.00
SPV.0060.51	Special (Adjusting Sanitary Manhole)	EACH	1	\$1,125.00	\$1,125.00
SPV.0060.52	Special (Adjusting Water Valve Boxes)	EACH	2	\$495.00	\$990.00
SPV.0060.11	Special (Transport and Install Monotube Arms 35-FT)	EACH	1	\$2,267.50	\$2,267.50
SPV.0075.01	Special (Pavement Cleanup Project)	HRS	16	\$160.00	\$2,560.00
SPV.0105.01	Special (Transport and Install State Furnished EVP Detector Heads with Confirmation Beacons [STH 120 & Bloomfield])	LS	1	\$1,688.00	\$1,688.00
SPV.0105.02	Special (Transport and Install State Furnished Radar Detection System [STH 120 & Bloomfield])	LS	1	\$2,184.20	\$2,184.20
SPV.0105.04	Special (Transport and Install State Furnished Traffic Signal Cabinet [STH 120 & Bloomfield])	LS	1	\$3,782.80	\$3,782.80
SPV.0105.05	Special (Transport and Install State Furnished Audible Pedestrian Signal System [STH 120 & Bloomfield])	LS	1	\$1,834.20	\$1,834.20
SPV.0180.01	Special (Restore Disturbed Areas)	SY	1899	\$6.75	\$12,818.25
TOTAL BASE BID				\$527,728.72	

ENGINEERING SERVICES AGREEMENT ESTIMATE

EQUIPMENT

DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL
Monotube pole, Type 9	EA	\$ 2,511.00	1	\$ 2,511.00
Monotube pole, Type 10	EA	\$ 3,283.00	1	\$ 3,283.00
Monotube mast arm, 15'	EA	\$ 985.00		\$ -
Monotube mast arm, 20'	EA	\$ 1,070.00		\$ -
Monotube mast arm, 25'	EA	\$ 1,201.00		\$ -
Monotube mast arm, 30'	EA	\$ 1,573.00	2	\$ 3,146.00
Monotube pole, Type 12	EA	\$ 5,167.00		\$ -
Monotube pole, Type 13	EA	\$ 6,384.00		\$ -
Monotube mast arm, 35'	EA	\$ 3,110.00		\$ -
Monotube mast arm, 40'	EA	\$ 3,404.00		\$ -
Monotube mast arm, 45'	EA	\$ 4,310.00		\$ -
Monotube mast arm, 50'	EA	\$ 5,173.00		\$ -
Monotube mast arm, 55'	EA	\$ 5,996.00		\$ -
Types 9 & 10 bottom template; monotube poles	EA	\$ 86.00		\$ -
Types 12 & 13, bottom template; monotube poles	EA	\$ 113.00		\$ -
Types 9 & 10 top template; monotube poles	EA	\$ 64.00		\$ -
Types 12 & 13 top template; monotube poles	EA	\$ 75.00		\$ -
Anchor bolts, straight, type 9 & 10 monotube poles	EA	\$ 72.00		\$ -
Anchor bolts, straight, type 12 & 13 monotube poles	EA	\$ 136.00		\$ -
Type 9 Pole, Special	EA	\$ 3,433.00		\$ -
Type 10 Pole, Special	EA	\$ 4,102.00	2	\$ 8,204.00
35' Arm, Special	EA	\$ 1,523.00		\$ -
40' Arm, Special	EA	\$ 1,582.00	1	\$ 1,582.00
45' Arm, Special	EA	\$ 1,647.00	1	\$ 1,647.00
A/B-9/10, Special	EA	\$ 72.00		\$ -
9/10 Bottom, Special	EA	\$ 167.00		\$ -
9/10 Top, Special	EA	\$ 64.00		\$ -

Luminaire arm for monotube, 6 ft	EA	\$ 465.00		\$ -
Luminaire arm for monotube, 15 ft	EA	\$ 499.00	3	\$ 1,497.00

Cabinet & Controller	EA	\$ 18,100.00	1	\$ 18,100.00
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InSync equipment	INTERSECTION	\$ 45,000.00		\$ -
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EVP equipment	INTERSECTION	\$ 4,000.00	1	\$ 4,000.00
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Radar detection equipment	INTERSECTION	\$ 14,000.00	1	\$ 14,000.00
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Video detection equipment	INTERSECTION	\$ 27,000.00		\$ -
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LABOR/FLEET

Electricians (3 for 3 days)	HOURL	\$ 35.00	72	\$ 2,520.00
Bucket truck (3 for 3 days)	HOURL	\$ 35.00	72	\$ 2,520.00
Bucket truck (3 for 3 days)	MILE	\$ 1.15	864	\$ 993.60

*each electrician typically has own truck

New signal design	EA	\$ 3,000.00	1	\$ 3,000.00
Existing signal revision design	EA	\$ 1,500.00		\$ -
Underground inspection/mapping	INTERSECTION	\$ 2,500.00		\$ -

Sign bridge inspection	EA	\$ 1,500.00		\$ -
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ESTIMATE SUBTOTAL \$ 67,003.60

89% LABOR FRINGE BENEFITS \$ 4,912.80

15% CONTINGENCY \$ 10,787.46

TOTAL ESTIMATE \$ 82,703.86

*Estimate is subject to change

Summary of Staff Hours and Labor Costs
for the
City of Lake Geneva

TASK ORDER 14																			
City of Lake Geneva Bloomfield Road and SR 129 (Edward's Boulevard) Signal Installation																			
CLASSIFICATION	Project Manager		Senior Project Engineer		Staff Engineer II		Senior Technician		Construction Project Engineer		Construction Staff Engineer		Surveyor		Survey Crew		Total Labor		
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
Average Hourly Wage		\$153.00		\$121.00		\$97.00		\$90.00		\$102.00		\$88.00		\$102.00		\$105.00			
TASK DESCRIPTION	ACT, Coord																		
Project Administration/Coordination																			
Internal Meetings			4	\$484.00	3	\$345.00											8	\$829.00	
Antenna for Counts and Roadwork			2	\$242.00													2	\$242.00	
Meeting with DOT Reviewers			4	\$484.00													4	\$484.00	
Field Review			2	\$242.00	2	\$171.00											4	\$413.00	
Public Information			4	\$484.00													4	\$484.00	
Data Collection																	Subtotal	\$2,456.00	
Traffic Signal & Overhead Signs																20	\$2,100.00		
Traffic Counts					10	\$970.00									20	\$2,100.00	10	\$970.00	
Procedural Data					5	\$525.00											5	\$525.00	
Hazardous Material Control					2	\$194.00											2	\$194.00	
Diagram Review/Coordination													4	\$408.00			4	\$408.00	
Base Mapping													4	\$408.00			4	\$408.00	
							20	\$1,770.00									20	\$1,770.00	
																	Subtotal	\$6,350.00	
Design																			
Traffic Plans			20	\$2,420.00	20	\$1,740.00											40	\$4,160.00	
Signal Model & Signal Timing			12	\$1,482.00	12	\$1,044.00											24	\$2,526.00	
Traffic Forecast			8	\$968.00													8	\$968.00	
Alignment Prioritization			6	\$736.00													6	\$736.00	
Signal Synchronization - E, P, PH, TC, AD					4	\$468.00											4	\$468.00	
Signal/Cable Range Considerations			28	\$3,388.00	20	\$1,740.00											48	\$5,128.00	
Auto-Turn Timings			8	\$968.00													8	\$968.00	
Construction Details					4	\$468.00											4	\$468.00	
Busway Control Plan					5	\$522.00											5	\$522.00	
Shifting Plan			8	\$968.00													8	\$968.00	
Paved/Marked Plans			6	\$736.00													6	\$736.00	
Traffic Control Details			4	\$468.00	8	\$968.00											12	\$1,436.00	
Alignment Diagram Sheet			2	\$242.00													2	\$242.00	
Signal Design			40	\$4,840.00	30	\$3,660.00											70	\$8,500.00	
Gate Valve Plan Set			4	\$468.00													4	\$468.00	
Final Construction - E, P, PH, TC, AD			20	\$2,420.00													20	\$2,420.00	
Final ERM Easement			8	\$968.00													8	\$968.00	
CAUC			12	\$1,432.00													12	\$1,432.00	
Antenna DOT Review/Coordination			12	\$1,432.00													12	\$1,432.00	
																	Subtotal	\$37,595.00	
Project Manual/Administration																			
Administration	2	\$106.00																	
Advertisement/Product Manual			12	\$1,432.00	12	\$1,044.00											24	\$2,476.00	
Manual Bid Opening			2	\$242.00													2	\$242.00	
Post Bid Question Address			2	\$242.00	2	\$171.00											4	\$413.00	
Construction Management																	Subtotal	\$3,674.00	
Construction Management																			
Construction Management			40	\$4,840.00						160	\$14,080.00	40	\$4,840.00				240	\$27,760.00	
Construction Administration	8	\$1,224.00	12	\$1,432.00						40	\$4,840.00						60	\$6,160.00	
																	Subtotal	\$28,636.00	
TOTALS	72	\$10,916.00	284	\$34,264.00	136	\$13,052.00	20	\$1,700.00	1700	200	\$17,000.00	60	\$6,600.00	3	\$448.00	20	\$2,100.00	778	\$88,576.00
Expenses:																			
Project Total: \$79,576																			

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } Lake Geneva
☐ Village of }
☒ City of }

County of Walworth Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☒ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030779829-04</u>	
FEIN Number <u>871594674</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☒ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☒ Reserve Class B liquor	\$ <u>10,000</u>
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25</u> pd 2/28/22
TOTAL FEE	\$ <u>10,125</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Zaab Corner Bistro Inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person

President / Member Last Name <u>Rachmuelang</u>	(First) <u>Rachmuelang</u>	(Middle Name) <u>-</u>
Vice President / Member Last Name <u>Cox</u>	(First) <u>Jinapa</u>	(Middle Name) <u>-</u>
Secretary / Member Last Name <u>Monroe</u>	(First) <u>Dawn</u>	(Middle Name) <u>-</u>
Treasurer / Member Last Name <u>Sumant Brewer</u>	(First) <u>Sumalee</u>	(Middle Name) <u>-</u>
Agent Last Name <u>Monroe</u>	(First) <u>Dawn</u>	(Middle Name) <u>-</u>
Directors / Managers Last Name	(First)	(Middle Name)

1. Trade Name Zaab Corner Bistro Business Phone Number 262-203-5434
2. Address of Premises 501 Broad St. Post Office & Zip Code 53147

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Will be stored behind front bar, back bar and locked storage room in basement, Dining room and back Dining Room, bar,

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☒ No

(b) If yes, under what name was license issued? Zaab Corner Bistro Inc

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2021 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain. Jinapa Cox holding beer, wine license for Sabai
Sumalee Brewer Sg. Bg.
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Morroe Dawn M</u>	Title/Member <u>agent</u>	Date <u>2/21/2022</u>
Signature <u>Dawn Morroe</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>Feb 28, 2022</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)	(last name)	(first name)	(middle name)
Monroe	Dawn	Marie	

The above named individual provides the following information as a person who is (check one).

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Agent of 2006 Corner Bistro S-Corp
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 40 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Sabai Sabai	306 Center St L.C.	9/2018	8/2021
Tempura House	306 Center St L.C.	5/2012	9/2017

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Dawn Monroe
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Wadmoeng	Raiwan	-

The above named individual provides the following information as a person who is (check one).

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Dawn Monroe of Zaab Corner Bistro S-Corp
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 16 years.
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Self employed (Cleaning Business)	6236 Briarwood Cir	Waterford WI	2006 - 2021
Employer's Name	Employer's Address	Employed From	To
Long Nails Salon	268 Center St, Lake Geneva, WI	2019	2020

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Raiwan Wadmoeng
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
COX	JIRAPA	-

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ Dawn Monroe of Zaab Corner Bistro
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 12 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☒ No
If yes, identify. Saba Sabai, 306 Center St. Lake Geneva, WI, Beer wine
(Name, Location and Type of License/Permit) Licenses
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Long Nails Salon</u>	Employer's Address <u>268 Center St, Lake Geneva, WI</u>	Employed From <u>2013</u>	To <u>2017</u>
Employer's Name <u>Saber Technologies</u>	Employer's Address <u>15 N. Lincoln St, Elkhorn, WI</u>	Employed From <u>2011</u>	To <u>2012</u>

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Jirapa Cox
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Brewer	(first name) Sumalee	(middle name) —
--	--------------------------------	---------------------------

☐ Applying for an alcohol beverage license as an **individual**.
☐ A member of a **partnership** which is making application for an alcohol beverage license.
☒ **Dawn Monroe** of **Zaab Corner Bistro**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 6 Years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Beer Wine License Sabai Sabai 306 Center St Lake Geneva WI 53147
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Sailor Properties	Employer's Address 9406 S. Gustafson Rd. Clinton	Employed From 2009	To Present
Employer's Name Sabai Sabai	Employer's Address 306 Center St Lake Geneva WI	Employed From 2018	To Present

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of Lake Geneva County of Walworth
☒ City

The undersigned duly authorized officer/member/manager of Zaab Corner Bistro
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Zaab Corner Bistro
(Trade Name)

located at 501 Board St. Lake Geneva, WI 53147

appoints Dawn Monroe

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 40 yrs

Place of residence last year [REDACTED]

For: Zaab Corner BISTRO S-Corp
(Name of Corporation / Organization / Limited Liability Company)

By: Dawn Monroe
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Dawn Monroe, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Dawn Monroe 2/21/2022 Agent's age [REDACTED]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 03/07/2022 by E. [Signature] Title Lieutenant
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing carryover of General Fund - Other Professional Services budget for the McGrath wage study to be completed in 2022 in the amount of \$35,000			
Committee:	Finance considered on March 15, 2022		
Fiscal Impact:	N/A		
File Number:	22-R20	Date:	March 28, 2022

Whereas, the Common Council approved the 2021 General Fund Budget and for the City of Lake Geneva purchases to occur during 2021, and

Whereas, the timing on operating purchases has changed from the budgeted assumptions, and

Whereas, on March 15, 2022, the City of Lake Geneva, Finance, Licensing and Regulation Committee reviewed the proposed budget amendment and found it is in the best interest of the City, and recommends that the City of Lake Geneva Common Council approve the carryover of General Fund Other Professional Services budget amount, as follows:

11-10-00-51500 Other Professional Services \$35,000

Now Therefore be it Resolved by the Lake Geneva Common Council be hereby directed and authorized to carryover 2021 funds and amend the 2022 General Fund budget as outlined above.

Granted by action of the Common Council of the City of Lake Geneva this 28th day of March, 2022.

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

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk



3.4 SNOW & ICE CONTROL

1. Purpose
2. Ordinances
3. Responsibilities
4. Downtown snow removal
5. Storm classification
6. Priorities
7. Private streets
8. General
9. Property damage

Adopted by Common Council	01/??/1996
Amended by Common Council	05/10/2011
Amended by Common Council	x/x/2021

SECTION 1: INTRODUCTION, PURPOSE, AND GOAL

Introduction

Lake Geneva is a progressive and rapidly growing community of approximately 7900 people, located forty-five miles southwest of Milwaukee near the intersection of STH 120, STH 50 and US 12. The City is recognized as one of the premier vacation destinations in Wisconsin and the Midwest and attracts world-wide visitors. Many festivals can attract 10-50,000 visitors in any season. Area resorts capitalize on rolling acres of pristine landscape that meet the shores of Geneva Lake. Its proximity to Milwaukee, Madison, Chicago and Rockford also provide a very popular destination for one day visitors. It is essential that our community provides the best and most efficient snow and ice control possible. Although efforts have been made to be as specific as possible, *it should be noted that due to the unpredictable nature of snow and ice events in the State of Wisconsin, any plan needs to be flexible to accommodate a variety of circumstances. This document should be viewed as a general guide for snow and ice response with the understanding that responses differ with each event as each has unique characteristics.*

Background

Due to its geographic location, Lake Geneva is subject to freezing rain, ice, and snow anytime during the fall, winter, and spring months. Normally, winter storms can be expected during the months of November through April. The responsibility for keeping vehicular and pedestrian traffic moving safely on Lake Geneva's apx 45 miles of city streets following snow and ice storms lies with the Public Works Department.

Purpose

The purpose of a good snow and ice removal policy is to ensure the roadways are safe and passable* for the motoring public and for public service vehicles; however, there is general ~~awareness~~ that chlorides have a negative environmental impact on Geneva Lake as well as nearby soils, vegetation, waterways, infrastructure and vehicles. Chlorides also cause damage to the pavement. Every effort shall be made to minimize salt usage while still providing passable travel ways. The City does not maintain a 'bare/dry road' policy.

*According to Wisconsin Department of Transportation's Passable Roadways in a Winter Storm Event article, a passable roadway is defined as a roadway surface that is free from drifts, ridges and as much snow and ice as is practical and can be travelled at a reasonable speed. Reasonable speed is defined as a speed a vehicle can travel without losing traction. This means during and after a snow/ice storm, reasonable speed will be lower than the posted speed limit.

Goal

The City's overall goal is to plow all of its roadways curb to curb, from arterial and collector streets, to local residential streets and alleys of snow accumulation within twelve (12) hours after the snow has stopped. However, storms with a long duration will take substantially longer to clear.

SECTION 2: CITY ORDINANCES FOR SNOW AND ICE CONTROL

Notice

An updated City snow and ice control policy may be available on the City website, DPW Offices and the City Clerk's Office around November 1st of each year.

Snow Emergency Declaration

PER MUNICIPAL CODE:

SECTION 74-10(a). DECLARATION. "The Emergency Manager or his/her designee, Mayor or in the Mayor's absence the President of the City Council shall have the authority to declare a snow emergency whenever conditions arise which in their judgment necessitate the same. The person declaring the snow emergency shall first consult with the DPW and Fire/EMS services if appropriate.

SECTION 74-10(b). AUTHORIZED ACTIONS. Upon the declaration of a snow emergency, the Police and Fire Chiefs are authorized to hire tow trucks, require snowplows to accompany emergency vehicles both inside and outside the corporate limits of the City, establish a public information telephone reception center, advise radio station WLKG of declaration of snow emergency, and take any other action necessary.

SECTION 74-10(c). PLOWING. The Street Department "shall first clear and keep clean all primary routes and entrances and exits to the emergency facilities, then all secondary routes shall be cleared and maintained." A map of streets designating facilities is in the office of the City Clerk, Fire Dept. and Police communications center.

SECTION 74-10(d). PARKING. "During a snow emergency, there shall be no parking on all primary and secondary routes. Any vehicles parked on such routes shall be towed away at the owner's expense as provided in Section 74-37."

SECTION 74-10(e). TERMINATION. "The snow emergency may be terminated by the

Emergency Manager, Mayor or City Council. The snow emergency shall be limited to the time during which such snowemergency conditions exist.”

SECTION 74-60(a). NO PARKING SIGNAGE FOR SNOW REMOVAL. “For the purpose of removing snow from the streets and surrounding areas, the Street Department may erect signs prohibiting parking in the particular area where snow is intended to be removed.”

SECTION 74-60(b). PENALTY FOR VIOLATION. “The Police Department may tow away all vehicles parked in violation pursuant to this subsection.”

SECTION XX-XXX. Snow removal around hydrants. It shall be the adjacent property owners responsibility to remove snow from around a fire hydrant placed in a Right-of-Way within 24hrs of the end of the storm per Ordinance # xxxxxxxxxxxx.

Sidewalks

Property owners are responsible for the sidewalks adjacent to their property on all sides. This includes ADA ramps up to the travelled portion of the roadway. If sidewalks are not cleared within 24 hours in areas outside the Central Business District, or within 12 hours in the Central Business District, the following procedure will be employed in accordance with Section 62-223:

- a. The City may schedule removal of snow any time after the 12 or 24-hour time period has lapsed. The downtown has heavy pedestrian usage; therefore, the risk of public health, safety, and welfare is an overriding consideration.
- b. upon expiration of the time limit a forfeiture shall be ~~levied~~ in accordance with the City Code. Each 24-hour period shall cause a separate offense.
- c. the sidewalk shall be cleared by a City hired contractor at the direction of the Code Enforcer.

Contractor shall provide before and after photographs to the City for documentation purposes.

- d. deposit of snow in streets prohibited in accordance with Section 62-221, “No person shall cause to be deposited snow from his premises onto the sidewalk abutting thereon or onto any street...”

this includes pushing, placing or throwing snow across a street, ROW and/or alleyway. Snow shall stay on the side of the street/alley/right-of-way from where it originated.

Bike Paths

As certain bike paths are multi-use paths used as sidewalks, it is acknowledged that these areas need to be cleared of snow and ice. The City DPW will plow all bike paths in the parks and in and/or adjacent to the road right of way, [as time allows](#). Paths outside of these locations will not be cleared.

~~As certain bike paths are multi-use paths used as sidewalks, it is acknowledged that these areas need to be cleared of snow and ice. A map of these areas will be made available from time to time by the Common Council outlining which areas will be the responsibility of the adjacent property owners to maintain all year including snow/ice removal. The responsibilities will mirror that of the sidewalk snow maintenance ordinances. These areas shall be reviewed by the City from time to time and maps adjusted accordingly.~~

~~The City DPW will plow certain bike paths as time and resources allow. These areas include the paths in and around Vet's Park, sections of Edwards Blvd and Townline Rd. When frost is neither present in the soil nor deep enough to withstand plowing equipment, the DPW shall at its discretion allow snow to remain on the bike paths until such time as conditions will allow snow removal. As a general rule, the City does not chemically treat bike paths.~~

SECTION 3: RESPONSIBILITIES OF CITY PERSONNEL

Public Works Department

The task of keeping vehicular traffic moving on the City of Lake Geneva's 40 plus miles of streets during and following snow storms is the duty of the Public Works Department. The Department is responsible for the coordination and supervision of the entire snow and ice control operation. Tracking of storm warnings, making decisions as to type and timing of a snow and ice control operation, alerting personnel, tracking costs (Ice and Snow Control Report) and the continual observation of ice and snow operations are all part of the responsibilities. Although the Public Works Department directs snow plowing and ice control under the direction of the Director of Public Works, it depends heavily upon the continual support and cooperation of all other municipal departments within the City.

Lake Geneva Police Department

Two primary functions of the Police Department are assistance with deteriorating road conditions and the ticketing and towing of the vehicles in violation of Sections 74-10(d) and 74-60 of the Municipal Code of the City of Lake Geneva. The Police Department provides the first notice of hazardous conditions to Public Works particularly during the late evening and early morning hours. The Police Department also is responsible for communicating snow emergencies to the media.

City Code provides the Police Department may tow away all vehicles parked in violation of this subsection. During a snow emergency the vehicles in violation will be towed immediately or as soon as possible under existing conditions. In times of extreme emergency, the City may opt to tow all cars to a central location such as a public parking lot or the City Garage on Carey Street. (Illegally parked cars in violation SIGNIFICANTLY hinder safe plowing and removal operations)

Water, Wastewater & Cemetery Departments

Wastewater and Cemetery employees may be called upon during snow emergencies to supplement manpower shortages for reasons to include: illness of DPW personnel, inability to get to work, or extended storm conditions. Water Department employees shall ensure that substations, wells and towers are clear of snow and ice. In extreme circumstances, the City may call upon all employees with valid CDLs to plow during manpower shortages.

Code Enforcement

DPW relies heavily on Code Enforcement to ensure that sidewalks and ADA ramps are properly cleared by property owners, and ensuring that private individuals contractors are not causing unsafe conditions by plowing or placing snow in roadways or other areas. Per Ordinance, if downtown walks/ramps are not cleared by property owners prior to crews clearing the area, there will be snow left behind in the parking stalls. If the property owners place snow in the parking lane after crews clear the area, it will be the property owner's responsibility to remove such snow. They may also be ticketed. City plows cannot clear stall areas when parked cars are present. CE ensures these rules are obeyed.

Repair Shop

The function of the Street Department Repair Shop in Lake Geneva's Snow and Ice Control Plan is to prepare all the equipment needed well in advance of the winter season. Included are repairs to any equipment that breaks down during any class storm either in the shop or in the field.

Preventative maintenance is also done on the trucks and equipment. Whenever possible, an additional employee is assigned to the mechanic shop to assist with two-man repairs. As the Department does not have a full time mechanic, repairs and maintenance are performed by staff as time allows during their normal duties and also private repair shops.

SECTION 4, DOWNTOWN SNOW REMOVAL

Downtown Snow Removal

Downtown snow removal is a difficult task. Crews cannot safely perform this function when traffic and/or pedestrians are present. Typically, except in extreme cases, this will be performed between midnight and 6am depending upon but not limited to the following: timing of a storm, duration, type, future forecast, amount of snow and the implementation of a snow emergency. DOT/FMCSA regulations also play a factor in the schedule. Priority shall be given to the 45 miles of City roadway being plowed and treated before stalls will be cleared.

There are no official rules that allow downtown properties to place their snow in the street. Historically the City has allowed this practice to alleviate the buildup of snow in the terrace section of the ROW downtown as a convenience to property owners even though it conflicts with City Ordinances. (the terrace section can be earth, lawn, pavement, brick, concrete, etc) Sidewalks must be cleared a minimum of 4' wide, if the property owners wish to clear a wider path, paths to the curb line or clear the terrace sections adjacent to their sidewalks they may do so but they must have this snow in the parking lanes before the crews clear the area or it will remain in the stalls at the responsibility of the property owner. (City and ADA rules mandate a 4' clear sidewalk only) If the snow event is significant or of a long duration, it is possible that crews will not windrow and pick up the downtown area for a few days. Staffing, machine availability and many other factors come into play.

Crews clear all downtown City parking lots to allow late night guests, early morning workers and visitors an area to park while the removal is in progress. Parked cars can significantly hinder the snow removal process; every effort should be made by property owners along the snow removal route to make sure parked cars are not present along the snow removal route. If too many vehicles or pedestrians are near the snow removal route, crews will abandon the effort until the removal can be done safely.

Many factors contribute to the decision on whether to windrow the snow downtown, push it into piles, or simply plow it to the curb line. Amounts, temperature, type of snow, future forecasts, time of day, day of week, road conditions in other parts of the City, availability of staff, etc., all play a part. The decision on how to address this issue lies with the Street Superintendent as he/she is most cognoscente of the circumstances involved.

Property owners must accept realistic expectations of how and when snow removal can occur. Crews cannot remove snow in the parking lane when traffic and/or parked vehicles are present, therefore snow may remain in the gutter line and/or parking lane for a few days before it is removed. City crews make an effort not to pile snow over the curb onto the terrace where it would in fact be the property owner's responsibility, (same as snow piled at the end of a driveway) this is why snow is left in the parking lane. Furthermore, if the snow is pushed onto the terrace, crews would not be able to collect it for future removal. Another misconception regarding windrows on the curb line or terrace is that it is against ADA rules. This is false; ADA ramps are at the intersections, not mid-block. If a property owner prefers a mid-block walkway, generally referred to as a carriage walk, it is at their discretion and responsibility to clear it.

As stated at the beginning of this section, there are many factors that contribute to any decision. Safety must be considered at all times.

SECTION 5: STORM CLASSIFICATIONS

Class “A” Storm (Less than 2 inches total accumulation)

This is a snow storm with an accumulation of less than 2 inches in depth and may include plowing and material application. Crews are dispatched to City buildings, walks, lots and all routes, addressing the arterial and collector streets, including hills, curves, controlled intersections on local roadways that serve the Police Station, Fire Stations, DPW and schools. However, during a freezing rain when extremely dangerous conditions exist, the entire City may be treated at the Superintendents discretion.

The Street Superintendent shall determine the need to call in employees if he/she feels the conditions require it. In the absence of the Street Superintendent, the Foreman or the Director of Public Works may call in staff. It then will be the Superintendent, Foreman or DPW’s decision whether to upgrade to a Class “B” storm or continue the Class “A”.

Class “B” Storm (2” To 8” Inches total accumulation)

This storm is a snowfall of two (2) inches to eight (8) inches in depth and may involve a full plowing and material application operation.

Under a Class “B” Storm, the DPW begins by dispatching plow trucks to each of the routes including all City buildings and lots servicing first any EMS/Fire and Police Dept. areas, parking lots, arterial and collector streets. During normal business hours downtown, the plows may have to place snow to the backs of parked cars. In this event, stalls shall be cleared as soon as safely possible depending on time of day and availability of staff. Every effort is made to keep open as many parking places as possible. Snow amounts, time of day and many other factors shall dictate if the snow will be piled in the parking lane or windrowed to the street center. Parking stalls cannot be cleared safely when traffic is present

A snow emergency will be declared during a Class “B” Storm if conditions continue to deteriorate and accumulations significantly increase. The Street Superintendent or his/her designee will stay in close contact with the Police Dept., who in turn will notify the Chief or his/her designee who acts as the City Emergency Manager and has the authority to call a Snow Emergency based on actual conditions. Generally, accumulations of 3” or more, blowing and drifting, severe temperatures and future forecasts can all affect the decision. The Emergency Manager will also be in close contact with Fire and EMS services as to their need. The City

Emergency Manager or His/Her designee, the Mayor or in his/her absence the President of the Common Council shall have the authority to call or cancel a snow emergency.

All downtown lots shall be plowed and treated as soon as possible so as to be available for downtown traffic while the stalls are being plowed to the extent possible. This snow is moved into piles or pushed into windrows for removal later as the Superintendent directs per Sec 4.

Residential streets will be cleared after all Arterial and Collector roads are clear. As drivers clear their zones they may be instructed to pull off the residential streets from time to time to check the arterial and collector streets for buildup and then return to residential streets.

Drivers are instructed to plow and treat their arterial and collector streets first before entering residential areas. Drivers are to return to the arterial and collector streets from time to time to check if they are still clear. The Street Superintendent may assign a plow to keep certain streets clear if staff is available. This action would allow zone drivers to continue plowing on residential streets.

The Street Superintendent will be on patrol as time permits to watch for hazardous conditions. He/She will call drivers off of residential streets when he/she feels that the arterial and collector streets need immediate attention. He/She will remain in contact with the Police Department to relay messages to drivers of trouble spots. The Director of Public Works may also reclassify a storm as appropriate. He/She will remain aware of the forecasted weather and work with the Street Superintendent to call in employees as needed.

Employees from other Departments may also be called in as needed.

If in a Class "B" Storm the need arises, the Street Superintendent or Director of Public Works can authorize outside contractors to assist. All streets, parking lots, alleys, and municipal building sidewalks should be cleared in about 10-12 hours for a Class "B" Storm. In this case certain drivers may be kept back after normal hours to keep arterial and collector streets open and treated. As all storms are unique and many factors contribute to any decision, this will be evaluated on a per-storm basis.

Class "C" Storm (8" or more total accumulation)

This storm is extremely heavy snowfall, eight (8) inches or more in depth, occurring in a period of twenty-four hours or less. In this storm, life threatening situations can arise as emergency vehicles can become bogged down and stranded, therefore it is recommended that a Snow Emergency be called. When existing conditions and weather forecasts indicate a Class "C" Storm event is imminent, the Street Superintendent and Director of Public Works will maintain close communication with Police, EMS and Fire. The Street Superintendent or Director of Public Works may also arrange for outside contractors to assist City Employees. Primary and secondary route lanes along with PD, FD, EMS and DPW locations shall be the focus during these types of events with all other areas being done when time and resources permit.

SECTION 6: SNOW REMOVAL PRIORITIES

Appropriate Level of Service

Matching the level of service to roadway classification and vehicular volume will effectively provide a high quality winter travel-way for our citizens and visitors. The priorities are as follows:

- 1) Arterial roadways
- 2) Major and minor collectors
- 3) Local residential streets
- 4) Cul-de-sacs and dead end streets
- 5) Sidewalks in front of City property
- 6) Bike paths, certain areas.

The extreme cost and negative environmental impacts of a “bare pavement” policy at all times for each and every roadway is not feasible. If a citizen drives carefully for 1-2 blocks on their local street to a collector or major roadway with a higher level of service, then travel throughout Lake Geneva is easy and safe. Balancing level of service with resources is the more efficient use of Lake Geneva tax dollars and minimizes damage to our environment and vehicles. Local streets will not generally be treated during the plowing operation (except maybe certain intersections) but will be treated appropriately during freezing rain and where the forecast is for continued low temperatures. However, hills curves, and intersections will be treated in each of the Class A, B, or C Storm.

Cul-de-sacs and Dead Ends

Cul-de-sacs and dead ends require special equipment and are difficult to clear; therefore they are last on the street cleaning list. Drivers shall plow past cul-de-sacs and dead ends if they intersect with a through street. When a driver has completed all arterial, collector, and through residential streets, he then returns and plows cul-de-sacs and dead ends. Other drivers who have completed their zones will assist in any other zone with cul-de-sacs and dead ends.

Parking Lots and Alleys

Alleys and parking lots shall be plowed soon after the snow stops to allow residents, visitors, and employees to park their vehicles off-street.

Sidewalks

The Street Department is responsible for snow removal on sidewalks adjacent to City owned buildings and property. These will be addressed as soon after the City streets, parking lots and alleys are plowed as time allows.

Private sidewalk snow removal issues are those sidewalks adjacent to private property which, under City ordinance, are the responsibility of the abutting property owner for snow removal. City ordinance authorizes the City to initiate sidewalk snow removal for public safety and welfare if the snow and/or ice have remained on the surface for a period in excess of 24 hours after the termination of the storm. (except in the downtown area, see Ordinances) The procedure is set forth under the Public Notice section of the policy and is administered by Code Enforcement.

NOTE: In any storm event, Sidewalks that are the responsibility to be maintained by City crews will not be done until all streets are passable.

SECTION 7, PRIVATE STREETS

Private Streets

Snow removal from private streets shall not be provided except in an emergency situation ordered by Police, Fire or EMS.

SECTION 8, GENERAL

General.

Per USDOT/FMCSA Hours of Service regulations, no CDL driver shall work more than sixteen (16)

consecutive hours without ten (10) hours off duty. This includes non-driving hours. If needed, employees from other Departments may be called in to supplement Street Department employees. The DPW operates with enough staff for one shift only, many of the DPW's functions, including downtown snow removal, require the entire departments involvement. Crews will be scheduled accordingly.

Salt/brine may be applied to roadways before the snow falls and/or packs to enable easier snow/ice removal. At times the Superintendent at his/her discretion may dispatch several salt/brine trucks to specific areas prior to precipitation to help keep the impending snow from getting packed onto the roadway.

The City of Lake Geneva does not have a 'bare/dry road' policy.

DPW is also cognoscente of the tourist nature of the City and may at times increase levels of service in certain areas for anticipated traffic volumes during winter holidays and festivals.

The items below shall be applied using Best Management Practices from the Wisconsin Transportation Center, WisDOT, WisDNR and the Salt Smart Collaborative. All City of Lake Geneva DPW employees attend several seminars on an annual basis regarding salt/brine application. The Superintendent shall be in charge of ordering the proper use of all materials. Application patterns shall be generally applied towards the center line of a crowned roadway, or the uphill side of a slope. Intersections shall be broadly treated as to allow safe travel. As per the BMP's above, application rates will generally be kept to <500lbs per mile with traffic volume, weather and temperature being factors in increasing or decreasing rates at the discretion of the Superintendent.

Use of Abrasives

Abrasives do not prevent nor do they remove buildup of snow pack, to the contrary they can compound the problem by allowing the temporary melting and then rapid refreezing of the snow/ice. Abrasives can damage vehicles with a "sand blasting" effect as the sand is thrown up off the tires onto the body of the vehicle. Studies have shown they can also be very detrimental to the environment. They can be an advantage when temperatures are extremely low, however, they must be mixed with rock salt in an apx 5:1 ratio to prevent stockpile caking and freezing. This material also needs to be swept/cleaned from the roadways and catch basins and disposed of in a licensed landfill which can be very expensive. It shall be at the discretion of the Street Superintendent to properly order the use of abrasives.

Calcium Chloride

Studies have shown that straight salt or salt treated with calcium chloride is more economical to use and has better results than abrasives. It has been proven that one ton of salt can give the same results as three tons of sand. Even better results have been accomplished by pre-treating the salt with calcium chloride. This starts the salt working as soon as it hits the pavement. Because it is wet, calcium chloride is not thrown to the side of the road by the spreader or traffic. City trucks shall use 100% salt and brine unless directed otherwise by the Superintendent.

Salt Brine

Salt brine may be applied at the discretion of the Superintendent when situations warrant. Brine will be applied in accordance with industry standards generally between 25-60 gallons per mile. Primary routes, secondary routes and the downtown snow removal route shall be the primary focus of brine application along with certain hills, curves and intersections throughout the City.

Winter Street Sweeping

The street sweeper may be sent out whenever above freezing temperature opportunities allow the safe removal of accumulated sand and salt on bare pavement streets.

SECTION 9, Property Damage

Mailboxes

If contacted by a property owner about damage to mailboxes, the City will by policy pay the property owner a maximum of \$50.00 to replace damaged mailboxes if the actual plow struck the box or post. If the damage occurred because the box was not installed in accordance with Post Office Requirements (see Exhibit below) or because it was damaged by snow from a plow or in a current state of disrepair then repairs will be the responsibility of the property owner. It shall be at the discretion of the DPW Superintendent's investigation as to

when or if restitution is warranted. Property owners must contact DPW within 24 hours of damage in order to request an investigation. If replacement is found to be in order, DPW may place a temporary box until weather permits installation of permanent box.

Exhibit;

A Guide to USPS Mailbox Regulations;

The United States Postal Service (USPS) requires residential mailboxes to conform to a number of rules and regulations. The standardization of mailboxes helps to ensure the safety of mail carriers and the items they deliver. While some rules apply to all mailboxes in general, there are separate, specific regulations for locking, package or wall mount mailboxes.

General USPS Requirements for Curbside Residential Mailboxes

USPS Mailbox Regulations

USPS mailbox regulations for in ground and surface mount post installation.

All manufactured mailboxes must meet the internal and external dimension requirements of the USPS.

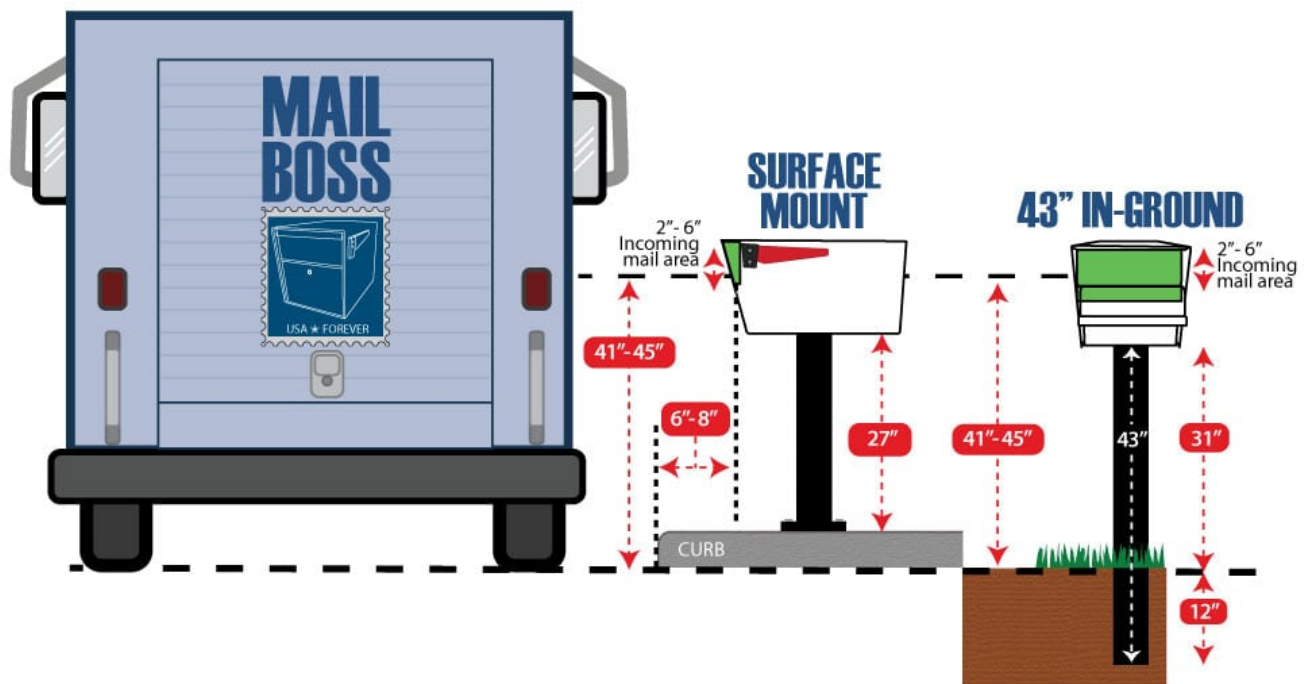
Curbside mailboxes must be placed on the right-hand side of the road and facing outward so that mail carriers can access it easily without leaving their vehicle.

The box or house number on a mailbox must be represented in numbers that are at least 1 inch tall. Numbers must be positioned visibly on the front or flag side of the box.

Mailboxes must be placed 6 to 8 inches away from the curb; the incoming mail slot or door must be 41 to 45 inches from the ground.

Curbside mailbox posts should be buried less than 24 inches deep and made from wood no larger than 4 inches high by 4 inches wide. Steel or aluminum pipes with a 2-inch diameter are also acceptable.

Newspaper receptacles may be mounted on the same post as the mailbox, but they must not contact it directly or be supported by it.



Rights-of-Way

It is understood that many property owners care for the ROW like private property. However, ROW's are designed among other things to provide storage for snow from the streets in the winter months. Many times during snow events crews must push snow in the ROW areas in order to open the roadways, especially in heavy amount events. This may cause damage to grass areas. The Superintendent will investigate these areas in the spring for repair. If it is found private companies or residents caused the damage it will be the property owners responsibility to repair. If it is found DPW is responsible, the areas will be repaired when weather and material availability allow in the spring in order of reporting. Mainly after 01 May of each year. At no time will private landscaped areas placed in the ROW be repaired by the City, this includes trees, flowers, bushes, artwork, etc. It is against City ordinances to place anything in the ROW without a permit except a USPS approved mailbox and post.

SECTION 10, RULES

If they can do so safely, City crews are instructed to plow around any stranded or disabled vehicle and inform the Police Dept Communications Center of the location of the stranded vehicle. Any driver finding a vehicle completely blocking a street will radio the Police Communications Center and Street Superintendent or Foreman for immediate removal. Crews are instructed to continue plowing their routes or zone until they are sure that all roads are passable*. Crews shall not stop to assist any motorist or pedestrian unless an emergency exists which threatens public safety. Crews shall not plow or treat any private property unless directed by the Superintendent, Director, Police or Fire Dept. while assisting police, ambulance or fire department emergency response personnel. Crews are instructed to continue to plow past any driveway even if the accumulated snow from their plow blocks the end of the driveway. It is the responsibility of the private property owner to clear any snow from their driveway. This includes sidewalks and ADA ramps that enter or connect to the travelled portion of the roadway. Crews shall not stop to clear any private drive or sidewalk connecting to the roadway unless they meet the emergency criteria above.

*See section 1.

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle, Director of Public Works
From: Naomi Rauch
CC: Lana Kropf, Greg Governatori, Mike Timmers
Date: January 27, 2022
Re: Bid Approval and Recommendation for Bloomfield at STH 120 Traffic Signal

A total of three bids were received on Thursday, January 27, 2022 for the **Bloomfield at STH 120 Traffic Signal**. The bids were reviewed, and the final bid tab results are as follows:

Item	<u>Bidder No. 1</u>	<u>Bidder No. 2</u>	<u>Bidder No. 3</u>
	LaLonde Contractors, Inc. (Waukesha, WI)	Asphalt Contractors, Inc. (Union Grove, WI)	Zignego Company (Waukesha, WI)
TOTAL BID	\$527,728.72	\$708,286.81	\$717,123.96

Per the Contract, the award of the **Bloomfield at STH 120 Traffic Signal** shall go to the lowest responsible bidder based on the lowest bid of the work that the City chooses to complete. Based on the review of the bids, the review of the bidder's qualification statement, previous experience and discussion with the City Staff, it is my recommendation to award the **Bloomfield at STH 120 Traffic Signal** contract to **LaLonde Contractors** for the total cost of \$527,728.72. A bid bond of 5% of the contract price, and qualification statement were submitted and complete with each bid. The project General Bid Tab is attached for your review.



Bloomfield at STH 120 Traffic Signal - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 1/27/2022, 10am

Bloomfield at STH 120 Traffic Signal - Base Bid				LaLonde Contractors, Inc.		Asphalt Contractors, Inc.		Zignego Company	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
203.01	Removing Small Pipe Culverts	EACH	1	\$275.00	\$275.00	\$275.00	\$275.00	\$1,220.00	\$1,220.00
204.01	Removing Concrete Pavement	SY	332	\$10.63	\$3,529.16	\$16.00	\$5,312.00	\$9.95	\$3,303.40
204.011	Removing Asphaltic Surface	SY	175	\$10.61	\$1,856.75	\$19.00	\$3,325.00	\$4.80	\$840.00
204.015	Removing Curb & Gutter	LF	182	\$8.25	\$1,501.50	\$14.00	\$2,548.00	\$7.50	\$1,365.00
204.018	Removing Delineators and Markers	EACH	1	\$10.00	\$10.00	\$36.00	\$36.00	\$10.00	\$10.00
204.0195	Removing Concrete Bases	EACH	7	\$425.00	\$2,975.00	\$425.00	\$2,975.00	\$295.00	\$2,065.00
204.022	Removing Inlets	EACH	1	\$275.00	\$275.00	\$275.00	\$275.00	\$650.00	\$650.00
204.0245.01	Removing Storm Sewer (size) (01. 24-INCH)	LF	31	\$16.00	\$496.00	\$16.00	\$496.00	\$18.00	\$558.00
204.9002.S	Removing Advance Flasher Assemblies Type 2	EACH	2	\$263.50	\$527.00	\$263.50	\$527.00	\$315.39	\$630.78
204.9060.S.01	Removing (item description) (Removing Lighting Units)	EACH	4	\$440.20	\$1,760.80	\$440.20	\$1,760.80	\$712.67	\$2,850.68
204.9060.S.02	Removing (item description) (Removing Apron Endwalls)	EACH	1	\$200.00	\$200.00	\$200.00	\$200.00	\$265.00	\$265.00
204.9060.S.22	Removing (item description) (Removing Luminaires)	EACH	4	\$46.50	\$186.00	\$46.50	\$186.00	\$163.76	\$655.04
205.01	Excavation Common	CY	770	\$31.49	\$24,247.30	\$36.00	\$27,720.00	\$36.50	\$28,105.00
208.01	Borrow	CY	10	\$36.65	\$366.50	\$68.00	\$680.00	\$38.90	\$389.00
213.0100.01	Finishing Roadway (project) (STH 120 & BLOOMFIELD)	EACH	1	\$2,654.00	\$2,654.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
305.011	Base Aggregate Dense 3/4-Inch	TON	541	\$25.90	\$14,011.90	\$32.00	\$17,312.00	\$33.00	\$17,853.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	1184	\$21.67	\$25,657.28	\$32.00	\$37,888.00	\$24.50	\$29,008.00
312.011	Select Crushed Material	TON	147	\$35.85	\$5,269.95	\$55.00	\$8,085.00	\$32.15	\$4,726.05
415.009	Concrete Pavement 9-Inch	SY	243	\$83.91	\$20,390.13	\$108.00	\$26,244.00	\$100.00	\$24,300.00
416.061	Drilled Tie Bars	EACH	248	\$11.57	\$2,869.36	\$5.00	\$1,240.00	\$30.00	\$7,440.00
416.062	Drilled Dowel Bars	EACH	192	\$17.91	\$3,438.72	\$5.00	\$960.00	\$30.00	\$5,760.00
416.171	Concrete Pavement Repair	SY	145	\$123.45	\$17,900.25	\$120.00	\$17,400.00	\$120.00	\$17,400.00
416.172	Concrete Pavement Replacement	SY	145	\$141.35	\$20,495.75	\$120.00	\$17,400.00	\$120.00	\$17,400.00
455.0605	Tack Coat	GAL	87	\$8.00	\$696.00	\$8.00	\$696.00	\$8.00	\$696.00
460.5223	HMA Pavement 3 LT 58-28 S	TON	160	\$153.00	\$24,480.00	\$160.00	\$25,600.00	\$153.00	\$24,480.00
460.5224	HMA Pavement 4 LT 58-28 S	TON	123	\$123.00	\$15,129.00	\$160.00	\$19,680.00	\$123.00	\$15,129.00
465.0105	Asphaltic Surface	TON	30	\$138.00	\$4,140.00	\$170.00	\$5,100.00	\$138.00	\$4,140.00
465.011	Asphaltic Surface Patching	TON	0	\$200.00	\$0.00	\$0.00	\$0.00	\$325.00	\$0.00
520.8	Concrete Collars for Pipe	EACH	2	\$425.00	\$850.00	\$425.00	\$850.00	\$1,556.00	\$3,112.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$689.00	\$689.00
522.1015	Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	EACH	2	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00	\$722.00	\$1,444.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	166	\$38.72	\$6,427.52	\$40.00	\$6,640.00	\$70.00	\$11,620.00
601.0555	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	LF	261	\$41.17	\$10,745.37	\$40.00	\$10,440.00	\$70.00	\$18,270.00
602.041	Concrete Sidewalk 5-Inch	SF	401	\$9.88	\$3,961.88	\$20.00	\$8,020.00	\$50.00	\$20,050.00
602.0605	Curb Ramp Detectable Warning Field Radial Yellow	SF	49	\$38.33	\$1,878.17	\$80.00	\$3,920.00	\$200.00	\$9,800.00
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	36	\$94.00	\$3,384.00	\$94.00	\$3,384.00	\$46.00	\$1,656.00
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	71	\$98.00	\$6,958.00	\$98.00	\$6,958.00	\$60.00	\$4,260.00
608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	21	\$160.00	\$3,360.00	\$160.00	\$3,360.00	\$128.00	\$2,688.00
611.053	Manhole Covers Type J	EACH	1	\$825.00	\$825.00	\$825.00	\$825.00	\$1,137.00	\$1,137.00
611.0606	Inlet Covers Type B	EACH	1	\$975.00	\$975.00	\$975.00	\$975.00	\$1,352.00	\$1,352.00

611.0642	Inlet Covers Type MS	EACH	1	\$975.00	\$975.00	\$975.00	\$975.00	\$857.00	\$857.00
611.2005	Manholes 5-FT Diameter	EACH	1	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	\$4,469.00	\$4,469.00
611.322	Inlets 2x2-FT	EACH	1	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,509.00	\$1,509.00
611.3901	Inlets Median 1 Grate	EACH	1	\$2,025.00	\$2,025.00	\$2,025.00	\$2,025.00	\$1,771.00	\$1,771.00
616.0700.S	Fence Safety	LF	750	\$2.53	\$1,897.50	\$3.90	\$2,925.00	\$2.53	\$1,897.50
619.1	Mobilization	EACH	1	\$20,647.96	\$20,647.96	\$110,000.00	\$110,000.00	\$136,100.00	\$136,100.00
623.02	Dust Control Surface Treatment	SY	2339	\$0.01	\$23.39	\$2.00	\$4,678.00	\$0.01	\$23.39
624.01	Water	MGAL	4	\$52.80	\$211.20	\$100.00	\$400.00	\$70.00	\$280.00
628.1504	Silt Fence	LF	2113	\$1.89	\$3,993.57	\$2.00	\$4,226.00	\$1.89	\$3,993.57
628.152	Silt Fence Maintenance	LF	2113	\$0.10	\$211.30	\$0.01	\$21.13	\$0.10	\$211.30
628.702	Inlet Protection Type D	EACH	19	\$110.00	\$2,090.00	\$135.00	\$2,565.00	\$110.00	\$2,090.00
628.7504	Temporary Ditch Checks	LF	30	\$8.00	\$240.00	\$9.00	\$270.00	\$8.00	\$240.00
628.7555	Culvert Pipe Checks	EACH	4	\$30.00	\$120.00	\$40.00	\$160.00	\$30.00	\$120.00
633.52	Markers Culvert End	EACH	3	\$60.00	\$180.00	\$75.00	\$225.00	\$60.00	\$180.00
634.0816	Posts Tubular Steel 2x2-Inch X 16-FT	EACH	10	\$115.00	\$1,150.00	\$295.00	\$2,950.00	\$115.00	\$1,150.00
637.221	Signs Type II Reflective H	SF	128	\$18.80	\$2,406.40	\$32.40	\$4,147.20	\$18.80	\$2,406.40
637.2215	Signs Type II Reflective H Folding	SF	45	\$22.00	\$990.00	\$36.40	\$1,638.00	\$22.00	\$990.00
637.223	Signs Type II Reflective F	SF	54	\$21.00	\$1,134.00	\$34.60	\$1,868.40	\$21.00	\$1,134.00
638.2102	Moving Signs Type II	EACH	3	\$90.00	\$270.00	\$100.00	\$300.00	\$90.00	\$270.00
638.2602	Removing Signs Type II	EACH	18	\$10.00	\$180.00	\$19.80	\$356.40	\$10.00	\$180.00
638.3	Removing Small Sign Supports	EACH	12	\$10.00	\$120.00	\$19.80	\$237.60	\$10.00	\$120.00
638.4	Moving Small Sign Supports	EACH	1	\$10.00	\$10.00	\$100.00	\$100.00	\$10.00	\$10.00
643.03	Traffic Control Drums	DAY	5887	\$0.20	\$1,177.40	\$0.60	\$3,532.20	\$0.20	\$1,177.40
643.042	Traffic Control Barricades Type III	DAY	2578	\$0.15	\$386.70	\$1.15	\$2,964.70	\$0.15	\$386.70
643.0715	Traffic Control Warning Lights Type C	DAY	1477	\$0.35	\$516.95	\$0.35	\$516.95	\$0.35	\$516.95
643.08	Traffic Control Arrow Boards	DAY	124	\$5.00	\$620.00	\$40.00	\$4,960.00	\$5.00	\$620.00
643.09	Traffic Control Signs	DAY	2883	\$0.50	\$1,441.50	\$0.70	\$2,018.10	\$0.50	\$1,441.50
643.092	Traffic Control Covering Signs Type II	EACH	5	\$75.00	\$375.00	\$75.00	\$375.00	\$75.00	\$375.00
643.105	Traffic Control Signs PCMS	DAY	171	\$25.00	\$4,275.00	\$40.00	\$6,840.00	\$25.00	\$4,275.00
644.142	Temporary Pedestrian Surface Plywood	SF	1521	\$4.53	\$6,890.13	\$4.70	\$7,148.70	\$0.01	\$15.21
644.181	Temporary Pedestrian Barricade	LF	361	\$5.00	\$1,805.00	\$15.00	\$5,415.00	\$5.00	\$1,805.00
645.022	Geogrid Type SR	SY	70	\$5.45	\$381.50	\$8.50	\$595.00	\$2.60	\$182.00
646.102	Marking Line Epoxy 4-Inch	LF	2993	\$0.90	\$2,693.70	\$0.90	\$2,693.70	\$0.90	\$2,693.70
646.302	Marking Line Epoxy 8-Inch	LF	493	\$1.90	\$936.70	\$1.90	\$936.70	\$1.90	\$936.70
646.502	Marking Arrow Epoxy	EACH	8	\$230.00	\$1,840.00	\$230.00	\$1,840.00	\$230.00	\$1,840.00
646.512	Marking Word Epoxy	EACH	2	\$240.00	\$480.00	\$240.00	\$480.00	\$240.00	\$480.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	135	\$12.00	\$1,620.00	\$12.00	\$1,620.00	\$12.00	\$1,620.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	130	\$10.00	\$1,300.00	\$10.00	\$1,300.00	\$10.00	\$1,300.00
646.9	Marking Removal Line 4-Inch	LF	3064	\$0.15	\$459.60	\$0.40	\$1,225.60	\$0.15	\$459.60
646.93	Marking Removal Special Marking	EACH	4	\$100.00	\$400.00	\$100.00	\$400.00	\$100.00	\$400.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	1498	\$9.23	\$13,826.54	\$9.23	\$13,826.54	\$10.72	\$16,058.56
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	863	\$12.79	\$11,037.77	\$12.79	\$11,037.77	\$15.40	\$13,290.20
652.0615	Conduit Special 3-Inch	LF	688	\$22.07	\$15,184.16	\$22.07	\$15,184.16	\$30.96	\$21,300.48
652.08	Conduit Loop Detector	LF	1334	\$7.28	\$9,711.52	\$7.28	\$9,711.52	\$9.63	\$12,846.42
653.0135	Pull Boxes Steel 24x36-Inch	EACH	7	\$970.50	\$6,793.50	\$970.50	\$6,793.50	\$1,040.16	\$7,281.12
653.014	Pull Boxes Steel 24x42-Inch	EACH	14	\$1,034.50	\$14,483.00	\$1,034.50	\$14,483.00	\$1,112.52	\$15,575.28
653.0905	Removing Pull Boxes	EACH	3	\$139.00	\$417.00	\$139.00	\$417.00	\$105.48	\$316.44
654.0101	Concrete Bases Type 1	EACH	6	\$822.00	\$4,932.00	\$822.00	\$4,932.00	\$797.09	\$4,782.54
654.0102	Concrete Bases Type 2	EACH	1	\$1,075.00	\$1,075.00	\$1,075.00	\$1,075.00	\$1,011.97	\$1,011.97
654.011	Concrete Bases Type 10	EACH	1	\$5,328.00	\$5,328.00	\$5,328.00	\$5,328.00	\$5,076.90	\$5,076.90

654.012	Concrete Bases Type 10-Special	EACH	3	\$6,151.00	\$18,453.00	\$6,151.00	\$18,453.00	\$8,200.28	\$24,600.84
654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	1	\$1,834.50	\$1,834.50	\$1,834.50	\$1,834.50	\$1,699.78	\$1,699.78
655.021	Cable Traffic Signal 3-14 AWG	LF	1240	\$1.12	\$1,388.80	\$1.12	\$1,388.80	\$1.33	\$1,649.20
655.023	Cable Traffic Signal 5-14 AWG	LF	419	\$1.38	\$578.22	\$1.38	\$578.22	\$1.60	\$670.40
655.024	Cable Traffic Signal 7-14 AWG	LF	2212	\$1.73	\$3,826.76	\$1.73	\$3,826.76	\$2.20	\$4,866.40
655.026	Cable Traffic Signal 12-14 AWG	LF	1252	\$2.49	\$3,117.48	\$2.49	\$3,117.48	\$3.16	\$3,956.32
655.032	Cable Type UF 2-10 AWG Grounded	LF	1731	\$2.12	\$3,669.72	\$2.12	\$3,669.72	\$1.83	\$3,167.73
655.0515	Electrical Wire Traffic Signals 10 AWG	LF	2607	\$1.13	\$2,945.91	\$1.13	\$2,945.91	\$1.18	\$3,076.26
655.061	Electrical Wire Lighting 12 AWG	LF	1017	\$0.77	\$783.09	\$0.77	\$783.09	\$1.07	\$1,088.19
655.07	Loop Detector Lead in Cable	LF	7132	\$1.52	\$10,840.64	\$1.52	\$10,840.64	\$1.67	\$11,910.44
655.08	Loop Detector Wire	LF	4263	\$1.14	\$4,859.82	\$1.14	\$4,859.82	\$1.07	\$4,561.41
655.09	Traffic Signal EVP Detector Cable	LF	1240	\$1.33	\$1,649.20	\$1.33	\$1,649.20	\$1.35	\$1,674.00
657.01	Pedestal Bases	EACH	6	\$193.80	\$1,162.80	\$193.80	\$1,162.80	\$293.03	\$1,758.18
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	1	\$393.00	\$393.00	\$393.00	\$393.00	\$470.14	\$470.14
657.031	Poles Type 3	EACH	1	\$3,037.80	\$3,037.80	\$3,037.80	\$3,037.80	\$3,359.92	\$3,359.92
657.042	Traffic Signal Standards Aluminum 13-FT	EACH	1	\$503.00	\$503.00	\$503.00	\$503.00	\$794.07	\$794.07
657.0425	Traffic Signal Standards Aluminum 15-FT	EACH	5	\$603.00	\$3,015.00	\$603.00	\$3,015.00	\$905.08	\$4,525.40
657.0609	Luminaire Arms Single Member 4-Inch Clamp 6-FT	EACH	1	\$220.50	\$220.50	\$220.50	\$220.50	\$268.63	\$268.63
658.0173	Traffic Signal Face 3S 12-Inch	EACH	12	\$747.60	\$8,971.20	\$747.60	\$8,971.20	\$748.58	\$8,982.96
658.0174	Traffic Signal Face 4S 12-Inch	EACH	8	\$1,019.80	\$8,158.40	\$1,019.80	\$8,158.40	\$941.39	\$7,531.12
658.0416	Pedestrian Signal Face 16-Inch	EACH	2	\$521.20	\$1,042.40	\$521.20	\$1,042.40	\$472.99	\$945.98
658.5069.01	Signal Mounting Hardware (location) (STH 120 & BLOOMFIELD)	LS	1	\$4,779.50	\$4,779.50	\$4,779.50	\$4,779.50	\$4,357.95	\$4,357.95
659.1125	Luminaires Utility LED C	EACH	8	\$270.40	\$2,163.20	\$270.40	\$2,163.20	\$455.32	\$3,642.56
690.015	Sawing Asphalt	LF	1549	\$1.15	\$1,781.35	\$3.00	\$4,647.00	\$2.05	\$3,175.45
690.025	Sawing Concrete	LF	1074	\$2.05	\$2,201.70	\$6.00	\$6,444.00	\$1.15	\$1,235.10
SPV.0060.01	Special (Curb Ramp Grading, Shaping, and Finishing)	EACH	2	\$628.25	\$1,256.50	\$800.00	\$1,600.00	\$800.00	\$1,600.00
SPV.0060.03	Special (Transport and Install Poles Type 9)	EACH	1	\$1,250.50	\$1,250.50	\$1,250.50	\$1,250.50	\$1,141.18	\$1,141.18
SPV.0060.05	Special (Transport and Install Poles Type 10 Special)	EACH	3	\$1,250.50	\$3,751.50	\$1,250.50	\$3,751.50	\$1,292.81	\$3,878.43
SPV.0060.06	Special (Transport and Install Monotube Arms 30-FT)	EACH	1	\$2,190.00	\$2,190.00	\$2,190.00	\$2,190.00	\$1,380.46	\$1,380.46
SPV.0060.07	Special (Transport and Install Monotube Arms 40-FT)	EACH	1	\$2,345.00	\$2,345.00	\$2,345.00	\$2,345.00	\$1,683.72	\$1,683.72
SPV.0060.08	Special (Transport and Install Monotube Arms 45-FT)	EACH	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,835.35	\$1,835.35
SPV.0060.09	Special (Transport and Install Luminaire Arms Steel 15-FT)	EACH	3	\$378.00	\$1,134.00	\$378.00	\$1,134.00	\$269.52	\$808.56
SPV.0060.10	Special (Removing Controller Cabinet)	EACH	1	\$558.00	\$558.00	\$558.00	\$558.00	\$412.24	\$412.24
SPV.0060.51	Special (Adjusting Sanitary Manhole)	EACH	1	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,438.00	\$1,438.00
SPV.0060.52	Special (Adjusting Water Valve Boxes)	EACH	2	\$495.00	\$990.00	\$495.00	\$990.00	\$312.00	\$624.00
SPV.0060.11	Special (Transport and Install Monotube Arms 35-FT)	EACH	1	\$2,267.50	\$2,267.50	\$2,267.50	\$2,267.50	\$808.70	\$808.70
SPV.0075.01	Special (Pavement Cleanup Project)	HRS	16	\$160.00	\$2,560.00	\$150.00	\$2,400.00	\$210.00	\$3,360.00
SPV.0105.01	Special (Transport and Install State Furnished EVP Detector Heads with Confirmation Beacons [STH 120 & Bloomfield])	LS	1	\$1,688.00	\$1,688.00	\$1,688.00	\$1,688.00	\$2,584.72	\$2,584.72
SPV.0105.02	Special (Transport and Install State Furnished Radar Detection System [STH 120 & Bloomfield])	LS	1	\$2,184.20	\$2,184.20	\$2,184.20	\$2,184.20	\$3,733.08	\$3,733.08
SPV.0105.04	Special (Transport and Install State Furnished Traffic Signal Cabinet [STH 120 & Bloomfield])	LS	1	\$3,782.80	\$3,782.80	\$3,782.80	\$3,782.80	\$7,398.53	\$7,398.53
SPV.0105.05	Special (Transport and Install State Furnished Audible Pedestrian Signal System [STH 120 & Bloomfield])	LS	1	\$1,834.20	\$1,834.20	\$1,834.20	\$1,834.20	\$1,266.53	\$1,266.53
SPV.0180.01	Special (Restore Disturbed Areas)	SY	1899	\$6.75	\$12,818.25	\$9.50	\$18,040.50	\$6.75	\$12,818.25
TOTAL BASE BID				\$527,728.72		\$708,286.81		\$717,123.96	

9', MTE D-SERIES, MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY

- 3/16" FLOOR, 12 GA. SIDES & 10 GA. ENDS, 16" H SIDES, 22" H TAILGATE
- 50,000 PSI YIELD STRENGTH STEEL CONSTRUCTION

- HEAVY DUTY FRONT BULKHEAD WITH TAPERED LASER CUT WINDOW & INTEGRAL 12" TAPERED CAB SHIELD (GM MEDIUM-DUTY BODY TO HAVE FULL-WIDTH SQUARE CAB SHIELD IN LIEU OF TAPERED)

- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE

- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS

- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE

- (2) UNDERBODY TIE LOOPS

- L.E.D. FMVSS108 LIGHTS & REFLECTORS

- RUBBER REAR FLAPS

- UNDERCOATED & 100% DURABLE POWDER COATED

Z-DUMP PRO PACKAGE

- 2-1/2" RECEIVER IN 1/2" PLATE (1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY)

- 7-WAY, RV STYLE TRAILER RECEPTACLE

DOUBLE-ACTING ELECTRIC SUB-FRAME HOIST (CHAMPION)

INSTALL FACTORY BACKUP CAMERA - GREATER THAN 10,000 GVW (MUST COME FROM FACTORY LOOSE - DOES NOT COVER CAMERA THAT WAS REMOVED BY CUSTOMER & SENT LOOSE)

AFTERMARKET BACKUP ALARM

CONNECT BACKUP ALARM TO UPFITTER SWITCH



BILL OF SALE

Salesperson: Chris Walters

Purchaser:	City Of Lake Geneva	Phone:	
Co-Purchaser:		Phone:	
Street Address:	1065 Carey St		
City:	Lake Geneva	State:	WI
Zip Code:	53147	County:	Walworth
Email Address:	tearle@cityoflakegeneva.com		

☐ New ☐ Used

Stock #: 01T411

Date of Order: 02/09/2022

☐ Finance ☐ Cash ☐ Lease

Anticipated Delivery Date: 02/09/2022

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2022	Ford	Super Duty F-350 DRW	Oxford Whi	5	1FDRF3HN2NDA01735
Trade In						
2nd Trade						

Other Conditions of Sale:

☐ **THE ORDERED VEHICLE MUST BE LOCATED**
Mileage on Delivery will not exceed: _____
Desired trim, options, and color configuration
agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable
if dealer locates vehicle and customer fails to take
delivery of vehicle.

The appraisal of the trade in(s) is based on an
odometer reading of up to _____ miles, and
the trade in may be reappraised if it exceeds this limit.

**No oral representations are binding unless
written on this form. This document
supersedes any prior agreements and
representations, regarding the transaction.**
USED VEHICLE ONLY: "The information you see on the
window form for this vehicle is part of this contract.
Information on window form overrides any contrary
provisions in the contract of sale."
**NO PUBLIC LIABILITY, PROPERTY DAMAGE,
OR PHYSICAL DAMAGE INSURANCE ISSUED.**

MSRP/Retail Price:

\$ 75,837.00

Discount:

(\$ 18,944.00)

Trade Allowance:

(\$ 0.00)

Rebates:

(\$)

Cash Difference:

\$ 56,893.00

Dealer Added Options:

\$

\$

\$

\$

\$

Subtotal w/ Added Options:

\$ 56,893.00

Dealer Service Fee:

\$ 399.00

State E-File Fee:

\$ 19.50

Sales Tax (

%Tax Rate):

\$ 0.00

Title/License Fees:

\$ 172.50

Payoff:

\$ 0.00

Total:

\$ 57,484.00

Deposit on Order:

(\$)

Additional Cash Down Due:

(\$)

Amount Financed/Due:

\$ 57,484.00

Purchaser Signature:		Date Signed:	02/09/2022	Time Signed:	02:32 PM	AM PM
Co-Purchaser Signature:		Date Signed:	02/09/2022	Time Signed:	02:32 PM	AM PM
Dealer Signature		Date Signed:	02/09/2022	Time Signed:	02:32 PM	AM PM



Knapheide Equipment Co - Chicago
2600 IL-120
McHenry IL 60051
Phone: 815-385-2600
Fax:

QUOTATION

Quote ID: RA00000001

Page 1 of 2

Customer: KUNES COUNTRY FORD-L-M:DELAVAN

Quote Number: RA00000001

Quote Date: 2/9/2022

Quote valid until: 2/16/2022

Contact: CHRIS WALTERS

Phone:

Fax:

By: Prepared radams

Salesperson: RICH ADAMS

PO#:

Enduser: EnduserCust

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS 76901	WESTERN BLADE ASY 9' PP W/QUAD ASSY = BLADE EDGE SHOES	\$6,825.00	\$6,825.00
Quote Total:				\$6,825.00
Discount:				\$0.00
Sales Tax:				\$0.00
Total Due:				\$6,825.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

9' WESTERN PLOW
PRO PLUS
CAB COMMAND
INSTALLED

MUNI DISCOUNT INCLUDED

This Quote is subject to the following terms and conditions:

Credit Card Policy

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

OHI-000000

WI

41V 109

6B

LABL

ADJ

2

COV

A

PRCS

B10

I

RAMP

I

BUMP

1FDRF3HN2NDA01735

SUPER

8687

002283

12/61

1FDRF3HN2

NDA01735

NB

BU09



Go Further

ford.com

VEHICLE DESCRIPTION

SUPER DUTY

ND A01735

2022 F350 DRW 4X4 REG CHAS
XL 145" WB CHASSIS CAB
7.3L DEVCT NA PFI V8 ENGINE
10-SPEED AUTOMATIC

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS - WIPER ACTIVATED
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS - INTERMITTENT

INTERIOR

- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC
- WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- ELECT 4X4 SHIFT-ON-FLY
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- STABILIZER BAR, FRONT/REAR
- SYNC® WITH APPLELINK®

SAFETY/SECURITY

- ADVANCETRAC® WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.640A	
7.3L DEVCT NA PFI V8 ENGINE	1,705.00
10-SPEED AUTOMATIC	NO CHARGE
L72467/RY7E BSW ALL-TERRAIN	165.00
4.30 RATIO LIMITED SLIP AXLE	350.00
POWER EQUIPMENT GROUP	915.00
TELESCOPIC TT MRR-POWR/HTD SIG	
FRONT LICENSE PLATE BRACKET	NO CHARGE
XL DECOR PACKAGE	NO CHARGE
PLATFORM RUNNING BOARDS	320.00
1400W GVWR PACKAGE	
ENGINE BLOCK HEATER	100.00
50 STATE EMISSIONS	NO CHARGE
110V/400W OUTLET	175.00
SNOW PLOW PREP PACKAGE	250.00
SPARE TIRE AND WHEEL DELETE	85.00
TRAILER BRAKE CONTROLLER	270.00
JACK	55.00
UTILITY LIGHTING SYSTEM	160.00
40 GAL AFT OF AXLE FUEL TANK	NO CHARGE
397 AMP ALTERNATOR	115.00
DUAL BATTERY	NO CHARGE
REAR VIEW CAMERA & PREP KIT	415.00
DAYTIME RUNNING LIGHTS	45.00
XL VALUE PACKAGE	395.00
CRUISE CONTROL	

PRICE INFORMATION

BASE PRICE	\$40,525.00
TOTAL OPTIONS/OTHER	5,350.00
TOTAL VEHICLE & OPTIONS/OTHER	45,875.00
DESTINATION & DELIVERY	1,695.00

(MSRP)

TOTAL MSRP \$47,570.00

RAMP ONE

CN07

RAMP TWO

CONVOY

ITEM #:

41-7720 O/T 59

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.



Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

R272 R 6B 2A1 230 000000 10 18 21

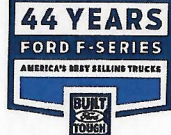
EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

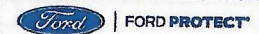
fuelconomy.gov

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The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

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11/30/2021

City of Lake Geneva, Wisconsin
Equipment Replacement Fund
2022 thru 2026

PROJECTS BY DEPARTMENT - EQUIPMENT REPLACEMENT FUNDS
FUNDED BY TAX LEVY AND FUND BALANCE RESERVES IN EQUIPMENT REPLACEMENT ACCOUNT

Department	2022	2023	2024	2025	2026	TOTAL
City Hall and Administration						
Accounting Software - carryover from 2021	\$ 10,000	\$ -	\$ -	\$ -	\$ -	10,000
Access door security system - carryover from 2021	25,000					25,000
Copiers (2) - City Hall & Municipal Court	10,000					10,000
Telephone System - City Wide	50,000					50,000
Museum Furnaces (2)		20,000				20,000
Boilers (4)				65,000		65,000
Subtotal	95,000	20,000	-	65,000	-	180,000
Museum						
Furnaces (2)	20,000					20,000
Subtotal	20,000	-	-	-	-	20,000
Cemetery						
Xtreme Leaf Vacuum - Cemetery	12,000					12,000
4 x 4 1 Ton Dump Truck with Box and Plow - Cemetery	60,000					60,000
Subtotal	72,000	-	-	-	-	72,000
Emergency Government						
Siren - #6						-
Siren - #5			30,000			30,000
Subtotal	-	-	30,000	-	-	30,000
Department of Public Works						
Leaf Vac Replacement - carryover from 2021	70,000					70,000
Pelican Vacuum Street Sweeper		200,000				200,000
IHC Garbage Truck 4900		120,000				120,000
Bobcat Skid Steer S 205			125,000			125,000
1-Ton Ford F 550			70,000			70,000
1-Ton Ford F 550			70,000			70,000
5-Yard International			195,000			195,000
IHC Garbage Truck 4900			120,000			120,000
John Deere Turbo Mower Rider #37			65,000			65,000
5-Yard International				200,000		200,000
SnoGo WK800 Blower w/Loader				150,000		150,000
John Deere loader				270,000		270,000
Kubota RTV100					35,000	35,000
Line Painter					8,000	8,000
IHC 4300 Bucket Truck					225,000	225,000
Rhino Pull Behind Mower					22,000	22,000
Subtotal	70,000	320,000	645,000	620,000	290,000	1,945,000
Fire Department						
Turnout Gear - (10) Sets per Year	37,739	39,626	41,608	43,688	45,872	208,533
Communications Equipment	36,625	38,457	40,380	42,399	44,518	202,379
SCBA & Masks	334,700					334,700
APR's (Gas Masks)	20,000					20,000
Car #3 (2011) Transfer from PD Changeover		5,000				5,000
Car #4 (2016) Transfer from PD Changeover		5,000				5,000
Utility #1 (2001)		68,000				68,000
Ambulance #3 (2005)			350,000			350,000
Ambulance #3 Equipment			39,000			39,000
Washer/Extractor			11,000			11,000
Engine #1 Replacement (2002)				775,000		775,000
Engine #1 Equipment				48,000		48,000
MCI/Rehab Trailer					100,000	100,000
Subtotal	429,064	156,083	481,988	909,087	190,390	2,166,612

Pier Repair Accounts and 2022 Budget

Account Number	Account Description	Funds Applied to	2022 Budget
40-52-10-52640	Buoy & Boat Stalls - Repairs	West Pier, Lagoon, Buoys	\$ 56,000.00
40-52-11-52520	Launch Ramp Repairs	Launch Pier	\$ 1,500.00
40-55-30-52640	Pier Repairs	All Riviera Piers; Gas, Elmer's, Gage, Municipal	\$ 20,000.00

			2022 Addition	as of Dec 2021
40-52-10-53980	West Pier Replacement Fund	West Pier ONLY	\$ 26,650.00	\$ 306,000.00

2022 Budgeted Projects

40-52-10-52640	Buoy & Boat Stall Repairs		\$ 56,000.00
		Chain Repl	\$ 11,000.00
		Lagoon Repairs	\$ 10,000.00
		Pier Painting	\$ 20,000.00
		Net	\$ 15,000.00

West End Pier	Gross Rev	\$ 120,000.00	
	Less YE Repairs	\$ 23,300.00	
	Less Install	\$ 34,000.00	(Contract \$44k - Estimate for WE Pier)
	Less Fund	<u>\$ 26,650.00</u>	
	Net Rev	\$ 36,050.00	
Buoy Rev		\$ 66,000.00	Estimated
Lagoon Rev		\$ 29,000.00	Estimated
Buoy/Slip Leases City		\$ 215,000.00	Estimated
		<u>\$ 200,602.00</u>	Budgeted
		\$ 14,398.00	Over Budget estimated

END OF SEASON REPAIR EXPENSE - GAGE MARINE

Season	Launch Pier	West Swim Pier	East Swim Pier	Fishing Pier	West End Pier	End of Season Repair Amount	
2021	\$ 2,339.05	\$ 3,686.71	\$ 2,467.86	\$ 1,431.37	\$ 21,669.82	\$ 31,594.81	
2020	\$ 733.14	\$ 2,501.87	\$ 2,389.14	\$ 750.65	\$ 20,887.39	\$ 27,262.19	
2019					\$ 23,985.03	\$ 39,554.00	
2018					\$ 16,989.69	\$ 20,186.00	
2017					\$ 32,946.33	\$ 39,009.00	
Average					\$ 23,295.65	\$ 31,521.20	74%

2022 West Pier Repairs per GAGE MARINE

- 51 pallets of decking
- 17 stringers varying in lenth 12' to 16'
- 4 H supports

AGREEMENT

THIS AGREEMENT dated the 28th day of December, 2021, by and between the City of Lake Geneva (hereinafter “City”) and the Geneva Lakes Family YMCA, Inc. (hereinafter “YMCA”).

WITNESSETH:

WHEREAS, City and YMCA wish to work cooperatively to provide recreational services and utilize athletic fields owned by the City; and

WHEREAS, City and YMCA wish to ensure that recreational facilities and programs are available to as many residents of the City as possible; and

WHEREAS, City and YMCA wish to clarify the relative roles and responsibilities of each party to provide recreational facilities and programs to the residents of the City;

NOW THEREFORE, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. The term of this agreement shall be for a term of one (1) year commencing on 28th day of December, 2021 .
3. For the services recited herein, the City shall pay the sum of Fifty-Five Thousand Eighty and no/100 (\$55,080.00) Dollars for the term of this agreement. The sum shall be paid in bi-monthly installments.
4. In exchange for the sum provided herein, the YMCA shall do the following:
 - New a. Provide no less than 2 written reports to the Board of Park Commissioners.**
 - a. Provide recreational programs at Veteran’s Park as appropriate. List of programs shall include but not be limited to: T-Ball, Baseball, Softball, Travel baseball/softball, Tournament level baseball/softball, flag football, volleyball, soccer, Lacrosse, Adult softball, Coed softball, Adult Kickball, Pickle ball.

- b. Coordinate the use of the athletic fields at Veteran's Park for use by all groups interested in using said fields in a non-discriminating manner. Ensure that all groups and organizations have equal access to the athletic fields provided by the City.
- c. Prepare the baseball/softball fields for use by any organization regardless of their affiliation with the YMCA by marking the fields and placing of necessary equipment such as bases or volleyball nets. The YMCA shall be notified a minimum of one week in advance of events to coordinate proper staffing.
- d. Coordinate the use of the fields with the City of Lake Geneva through a shared calendar such as google calendar.
- e. Make books and records available to the City showing revenues received and expenses paid for use of Veteran's Park. **Submit a written, year-end financial statement directly to the Board of Park Commissioners.**
- f. Provide no less than 15% discount rates for City residents participating in activities through the YMCA which are conducted at Veteran's Park.
- g. Tournaments and other rentals at Veteran's Park will be booked through the YMCA. Net proceeds will be shared equally between the City and the YMCA. A separate rental agreement will be used. See attached agreement.
- h. The YMCA and City of Lake Geneva shall each provide a One Million (\$1,000,000.00) Dollar liability insurance policy naming the other as an additional insured.
- i. Responsibilities and equipment available for use at Veteran's Park shall be as follows:

City of Lake Geneva

Mowing

Trash pickup of entire park (except Concession stand and 2nd floor of Lions Den/asphalt area)

Gas for power equipment

½ purchase price of groomer

Flower beds

Maintenance and repair of groomer

Clean and maintain bathrooms

Bids out concession stand

City allows YMCA to use the garage for storage of equipment related to these activities (not use of Lions Den)

Owns and maintains regulation size Soccer Goals and nets

Basketball nets

YMCA

All field work/maintenance

Any field rental agreements

Check oil/filters, wash groomer

Concession Stand and 2nd floor Lions Den/asphalt areas/ prep/cleaning/trash pickup

Equipment purchases for programs

Maintain Batting cages

Owns Volleyball nets

Owns Bases

Owns chalker

Dispense of watering required for baseball game usage (water supplied by City)

Operations of any tournaments run thru the YMCA

Communication with city clerk on scheduling of park

½ purchase price of groomer

Owner of lawn tractor, push mower, golf cart – do all maintenance

j. The YMCA will ensure that the fields and facilities are used in a reasonable manner by all patrons and invitees of the YMCA.

k. YMCA serves as concessionaire for Veteran's Park according to 2-year agreement.

See attached agreement.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this __28th__
day of ____March_____, 2022.

CITY OF LAKE GENEVA, a municipal corporation

By: _____
Charlene Klein, Mayor

Attest: _____

GENEVA LAKES FAMILY YMCA, Inc.

By: _____

CONCESSION AGREEMENT

Concession Agreement made on _____, 2020, between the City of Lake Geneva ("City"), and Geneva Lakes Family YMCA, Inc. ("Concessionaire"),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran's Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$2,500.00, made in one installment by June 1st.

2. Concessionaire agrees to have the concession stand open during the spring and summer season (April 15th through September 15th), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with, weekend and/or daily hours of business during seasonal organized sports activities.

3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.

4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.

5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.

6. All notices and orders given to concessionaire shall be sent to Geneva Lakes Family YMCA, Inc. .

7. Prior to termination of this Agreement or on or before October 31st of 2022, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran's Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on-site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

9. The Concessionaire shall pay all license fees and taxes that may be imposed by any City, State or Federal authorities.

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for products made or sold by Concessionaire, with the City stated as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

CITY OF LAKE GENEVA

By: _____
Mike Kramp, CEO

By: _____
Mayor Charlene Klein

Attest:

By: _____



Name: _____
Contact #: _____
Event Dates: _____

GENEVA LAKES FAMILY YMCA/City of Lake Geneva Veterans Park Field Rental Agreement

Deposit: _____ Receipt # _____ Date Paid: _____ Staff: _____

Rental Fee: _____ Receipt # _____ Date Paid: _____ Staff: _____

SECTION 1: DEFINITIONS

A. Recreation Programmer: The Lake Geneva YMCA, authorized by the City of Lake Geneva to schedule Veterans Park events, activities and programs. The Recreation Programmer, or an authorized representative, is present during the use of the facility or grounds and has access to facilities and grounds at all times and is responsible for locking and unlocking.

B. Lease: As used herein means the written Rental Agreement issued to an applicant by the Lake Geneva YMCA or its authorized representative for use of Veterans Park or any portion thereof under the authority and conditions as herein provided, including any amendment or supplement to such an agreement.

C. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted a contract to use any part of Veterans Park in accordance with these regulations. Person responsible must be an adult (age 21).

SECTION 2: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Lake Geneva YMCA reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Lake Geneva YMCA reserves the right to cancel any reservation for the use of Veterans Park due to local, state or federal emergency needs. A full refund will be given in this event. Lessee may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

SECTION 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility. The Lake Geneva YMCA, hereinafter referred to as "management," shall have full responsibility for the operation of Veterans Park and shall act on behalf of the City of Lake Geneva. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representative of the City of Lake Geneva to enter Veterans Park and all parts thereof at all times.

SECTION 4: RENTALS AND RENTAL AGREEMENT

A. All rentals of Veterans Park facilities will require a signed rental agreement between the Lessee and the Lake Geneva YMCA through its duly authorized representatives. No verbal agreements for the use of Veterans Park will be valid.

B. A reservation for Veterans Park will be considered confirmed only upon the receipt in the Lake Geneva YMCA office of a signed rental agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.

C. Reservations for an event can be made no more than one (1) year in advance. Lake Geneva YMCA, 203 Wells St, Lake Geneva, WI 53147. 262-248-6211

SECTION 5: RESERVATION INFORMATION

A. A walk through of the facilities must be performed within two (2) days prior to the event.

B. Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the Lake Geneva YMCA related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and refund any amounts due the Lessee in accordance with this agreement.

C. NO ONE IS ALLOWED TO RENT OR RESERVE FIELDS FOR SOMEONE ELSE. IF YOU ARE CAUGHT DOING THIS, YOU WILL LOSE YOUR DEPOSIT AND PERMANENT USE OF THE FIELDS AND FACILITIES.

SECTION 6: RENTAL HOURS

A. Games may begin at 8:00 am, with staff and Lessee preparations beginning no earlier than 7:00 am.

B. There is a 11:00 p.m. curfew on all City-owned ball fields and parks. Any game in process must be called at 11:00 pm. It must not be continued for any reason. The lights must be turned off no later than 11:20 p.m. (This is to allow participants and spectators time to leave the park and allow Lessee time to clean up.)

C. Lessee is responsible to be on site at all times during rental hours. If Lessee cannot be there, a designee should be appointed, and their name(s) should be turned into the Lake Geneva YMCA upon returning the lease agreement and paying all rental fees.

D. Fields used for league play will be on a limited basis and must be approved by the Lake Geneva YMCA Sports Director

SECTION 7: LAKE GENEVA YMCA RENTAL RATES

Non-Refundable Reservation Deposit

\$200.00/tournament or event non-refundable fee for reserving the date or dates of the tournament or event.

Tournament Deposit

\$200.00/tournament site clean-up fee (refundable if the lessee leaves the park as clean after as before the event).

\$20.00/hour security and garbage can emptying fee.

\$40.00/hour City personnel bathrooms cleaning and unforeseen assistance fee (on an as needed basis)

\$100.00/field/day rental fee which includes field preparation between games and striping.

\$20.00/hour ball field lighting fee.

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and spectators (minimum requirement).

\$25.00/day/portable toilet cleaning fee.

\$225.00/weekend for a 12-yard dumpster. Replacing the dumpster with an empty one is at the same rate.

Note: Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the Lake Geneva YMCA related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and refund any amounts due the Lessee in accordance with this agreement.

SECTION 8: CLEANING REQUIREMENTS

Lessee must clean up any and all trash placed anywhere other than within the dumpster or onsite trash containers and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition.

SECTION 9: SETUPS

A. Lake Geneva YMCA staff will unlock and lock facilities before and after event.

B. Fields will be prepared and chalked prior to the event. Lessee can request the Lake Geneva YMCA to maintain the fields in between games. Lessee should request assistance from the Lake Geneva YMCA on field maintenance at the time the rental agreement is executed.

SECTION 10: LIABILITY FOR LESSEE'S PROPERTY

Neither the City of Lake Geneva, the Lake Geneva YMCA, nor its employees shall be liable for any lost, damaged or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling and storage of such materials with the Lake Geneva YMCA management.

SECTION 11: OBSERVANCE OF LAWS AND REGULATIONS

Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to Veterans Park. Violations by Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility with forfeiture of fees and deposit.

PLEASE ADHERE TO THE FOLLOWING GUIDELINES:

1. DO NOT PLAY ON THE FIELD IF IT IS WET OR MUDDY.
2. REPAIR ANY DAMAGED AREAS AFTER YOUR PLAY HAS ENDED.
3. DO NOT ADD ANY DRYING AGENTS OR UNAUTHORIZED MATERIALS TO THE FIELD FOR ANY REASON.
4. CLEAN UP ANY LITTER LEFT BY PARTICIPANTS AND SPECTATORS, AND TAKE WITH YOU.
5. PROFANITY OF ANY FORM, WHETHER ON T-SHIRTS, OR SPOKEN WILL NOT BE ALLOWED IN THE PARK.
6. NO GAMBLING OF ANY FORM IS ALLOWED. VIOLATORS WILL BE PROSECUTED. RENTERS WILL LOSE THEIR DEPOSIT IF ALLOWED.
7. NO PETS ALLOWED IN THE PARK
8. NO ALCOHOL OR COMSUMPTION OF ALCOHOL IS PERMITTED

SECTION 12: OBJECTIONABLE CONDUCT

Any person at Veterans Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Lake Geneva YMCA staff on duty or any police officer:

- a. Intoxication;
- b. Use of abusive, indecent, profane or vulgar language;
- c. Making offensive gestures or displays;
- d. Abusing or threatening another person in an obviously offensive manner or fighting with another person;
- e. Making unreasonably loud noise;
- d. Vandalism.

Lessee, for the event at which any such ejection occurs, shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection. Alcoholic beverages of any type are not permitted in the park under any circumstances, per the City of Lake Geneva Ordinance. Lessee is responsible for the actions of the participants and spectators as it pertains to the presence of alcohol. Lessee is to ask violators to leave the park immediately and call for police assistance to enforce the City Ordinance or violations of any rules listed on this form. Failure to report violators will result in forfeiture of Lessee's deposit and bar Lessee's right to reserve any ball field in the future. (It is suggested that a gate attendant be present at all times to discourage attendants from bringing alcoholic beverages into the park and to report any violators to Lessee and the Lake Geneva Police Department.) The Lake Geneva Police Department will be notified of the date and time that Lessee will be utilizing the ball park. The City of Lake Geneva will press charges against ordinance violators, that the police arrest for drinking and any other violation(s) in the park. Uniformed and non-uniformed police officers will be patrolling inside the park during Lessee's rental times. The Lake Geneva YMCA staff will also be making site inspections to the rented facility to check on any renter agreement violations.

SECTION 13: ABANDONED EQUIPMENT OR ARTICLES

The City of Lake Geneva or the Lake Geneva YMCA shall not be held responsible for property left on the premises. Said articles shall remain on the Veterans Park premises for seven (7) days and then shall be deemed abandoned by Lessee and may be disposed of by the Lake Geneva YMCA. The City assumes no responsibility for losses when such losses are caused by theft or disappearance. Property left on the premises that must be stored may result in the loss of deposit.

SECTION 14: SOLICITATIONS

No Lessee shall solicit or collect donations at Veterans Park without the approval of the Lake Geneva YMCA

SECTION 15: FOOD AND BEVERAGE SERVICE

A. No alcoholic beverage will be allowed in Veterans Park. Full deposits will be forfeited for non-compliance, as well as possible discontinuation of the event.

B. The Lake Geneva YMCA will not allow food and beverage to be sold at Veterans Park. The City of Lake Geneva has a vendor contracted to run the Veterans Park concession stand.

SECTION 16: SALE OF TOURNAMENT SOUVENIRS AND NOVELTIES

A. Lessee may NOT solicit or sell t-shirts, ball caps and other souvenirs to its participants and spectators, unless the lessee is a qualified group and obtains a permit to do so from the City of Lake Geneva.

ABSOLUTELY NO SMOKING IS PERMITTED IN VETERANS PARK. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE IN ACCORDANCE WITH SECTION 7 OF THIS AGREEMENT. PLEASE NOTIFY GUESTS OF THIS REGULATION.



Lake Geneva YMCA/City of Lake Geneva
Veterans Park Field Rental Agreement

Rental Date: _____ Time In: _____ am/pm Time
Out: _____ am/pm

Number attending: _____ Type of
Activity: _____

Lessee: _____

Business
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell
hone: _____

Non-Refundable Reservation Deposit

\$200.00/tournament or event Receipt# _____ Date _____ Staff _____

Tournament Deposit

\$200.00/tournament site clean-up fee (refundable if the lessee leaves the park as clean
after as before the event).

\$20.00/hour security and garbage fee _____ total hours staffed

\$40.00/hour City personnel, as needed _____ total hours if called

\$100.00/field/day rental fee _____ total days

\$20.00/hour ball field lighting fee. _____ total hours of lighting

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and
spectators (minimum requirement). _____ total people in attendance

\$25.00/day/portable toilet cleaning fee. _____ total days X # of portable toilets

\$225.00/weekend for a 12-yard dumpster. If tournament size requires emptying the
dumpster, a new dumpster will be brought in at the same rate.

*Lake Geneva YMCA must receive a copy of the lessee insurance certificate showing both
Lake Geneva YMCA and City of Lake Geneva as additionally insured prior to first day of
tournament or event.*

\$ _____ total due by Date _____ Receipt _____ Date _____ Staff _____

In order for the Lake Geneva YMCA to hold your reservation, payment and this form must be received at least fourteen (14) calendar days prior to the event. Failure to do so will result in loss of reservation. Rental fees must be paid in full fourteen (14) calendar days prior to the event.

I agree to abide by the policies and rules of the City of Lake Geneva. I understand that I am responsible for any damage to City property that may occur during my usage. I understand I should report any problems to the Lake Geneva YMCA.

**WARNING: RELEASE OF CLAIMS AND WAIVER OF RIGHTS, READ
CAREFULLY BEFORE SIGNING**

A. **Covenant Not to Sue.** Lessee shall never institute any action or suit at law or in equity against the Lake Geneva YMCA or the City of Lake Geneva, individually or in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, and shall not prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, property damage, expenses or compensation, attorney fees, or litigation costs for or on account of any damage, loss, or injury, either to person or property, or both, resulting or to result, known or unknown, past, present, or future, arising out of Lessee's use of Veterans Park in the City of Lake Geneva, Walworth County, Wisconsin.

B. **Indemnification and Hold Harmless Agreement.** Lessee shall indemnify and hold the Lake Geneva YMCA and City of Lake Geneva, individually and in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, harmless and defend them, and each of them, from and against any and all claims, actions, damages, liability, losses, expenses, attorney fees, litigation costs, or liens, arising out of any negligent act or omission by or on behalf of the Lake Geneva YMCA or City of Lake Geneva, and further arising out of any occurrence causing injury or damage to any persons or property, or resulting from or caused by any negligent acts or omissions of the Lake Geneva YMCA or City of Lake Geneva or out of any negligent acts or omissions of Lessee, its agents and assigns, while exercising any of the rights and privileges granted by this Field Rental Agreement. Lessee agrees to pay all litigation costs and all actual attorney fees incurred by the Lake Geneva YMCA or City of Lake Geneva in connection therewith, and to pay any final judgment entered in an action to which this indemnification agreement applies.

Lessee Signature: _____ Date: _____

Authorized By: _____ Date: _____

EMERGENCY SERVICES AGREEMENT
BETWEEN THE TOWN OF GENEVA
AND THE CITY OF LAKE GENEVA

WHEREAS, the Town of Geneva, without its own Fire services department finds it necessary to contract with other municipal entities, including the City of Lake Geneva Fire Department (LGFD), to provide these services to the Town of Geneva citizens and property, together with those traveling in or through the Town of Geneva; and

WHEREAS, the parties deem it to be the best interest of the Town of Geneva and the City of Lake Geneva to maximize fire protection, by entering into an agreement regarding providing such services; and

WHEREAS, the City of Lake Geneva and Town of Geneva. deem it to be in their best interests for the purpose of maximizing fire protection and emergency medical services and minimizing costs, to enter into an agreement for fire protection and emergency medical services; and

WHEREAS, Section 66-0301, Stats., allows municipalities to contract with other municipalities for the receipt or furnishing of services required or authorized by law;

NOW, THEREFORE, the Town of Geneva, Wisconsin, and the City of Lake Geneva, Wisconsin, the parties hereto enter into the following agreement for fire protection and emergency medical Services:

1. Term of Agreement: The initial term of this Agreement shall be for three (3) years from January 1, 2022 until December 31, 2024. The term of this Agreement shall be automatically extended for an additional term of three (3) years and for additional periods of three (3) years thereafter.
2. Coverage. The area to which the City of Lake Geneva shall provide services as described herein to the Town of Geneva is described in more detail in a map attached to this agreement as Exhibit 1 and incorporated herein by reference.
3. Change of Boundaries: Any party that wishes to make changes to the current service area boundaries (Exhibit 1) must notify the other party of its intention one (1) year before such boundary change shall take effect. After the one (1) year notice expires, the municipality's percentage of coverage and proportionate share of expenses for the purposes of paragraph 6a shall be immediately added or subtracted based upon a three (3) year rolling average of emergency and other calls for services utilized within the area added or subtracted. Notice shall be provided in accordance with the "Notice" section of this agreement.
4. Annexation: Any property in the Town of Geneva associated with this agreement that the City of Lake Geneva begins annexations proceedings against shall be immediately adjusted in Exhibit 1.

5 Services to be provided. The City of Lake Geneva, Walworth County, Wisconsin, shall provide fire protection and emergency medical services, utilizing City of Lake Geneva equipment and personnel pursuant to the contract herein. Services provided herein shall include, but not to be limited to, responding on behalf of the Town of Geneva to fires, ambulance requests, fire protection calls, fire inspections, and similar services.

6. Compensation.

a. FORMULA FOR EXPENSE ALLOCATION: Each year, the Town will pay a proportionate share the City's operating, capital, and maintenance expenses for fire protection and emergency medical services based upon a 3-year rolling average of emergency and other calls for service within the territory described in Exhibit I compared to the operating, capital, and maintenance expenses utilized in the City.

b. For capital expenditures the Town shall share in the cost of purchase for 1 engine, 1 ambulance, and 1 staff vehicle as calculated under 6(a) and per the below projected cost amortized over the life span of the vehicle

a) Engine- \$850,000.00, 20 year life span, \$42,500.00 per year

b) Ambulance- \$350,000.00, 15 year life span, \$23,334.00 per year

c) Staff vehicle- \$75,000.00, 10 year life span, \$7,500.00 per year

Example- \$2,000,000.00 operating budget, Town of Geneva call volume rolling average is 10%. Expense allocation due to the City is \$200,000.00 towards operating expenses and \$7,333.00 for capital equipment replacement for that year.

c. For the purposes of this agreement, one fire response as stated herein, shall be defined as an emergency call that the LGFD is dispatched out to respond, regardless of the number of LGFD vehicles, and regardless of the duration of any such response.

d. Service Area.

Service area shall be as depicted on attached Exhibit 1.

The Town of Geneva shall have included in their rolling average any calls for service whose location is outside the service area in Exhibit 1, which results from a direct call to the Lake Geneva Fire Department or Lake Geneva Police Department.

The Town of Geneva understands and agrees that any such calls from outside the service area in Exhibit 1 shall be "hot keyed" to Walworth County dispatch. The City of Lake Geneva, the Lake Geneva Fire Department, and the Lake Geneva Police Department shall not be responsible or liable for any delays in response by following the procedure, and shall have no obligation to respond directly to any such calls from residents located in areas outside the service area in Exhibit 1.

The costs associated with this agreement will be reviewed semi-annually.

e. Dispatch. Dispatches shall be by the Walworth County Dispatch, direct calls to the LGFD or Lake Geneva Police Department or by similar procedures to summon a

response. The initial response shall be with such equipment that is required according to LGFD protocol or by the standard operating procedures of LGFD.

The Town of Geneva acknowledges and agrees that all calls directly to the Lake Geneva Police Department or LGFD will be handled in the following manner: The Police Department will dispatch its own equipment and personnel according to their internal protocol. The call will then be forwarded to the Walworth County dispatch for handling.

- f. Cancellation of Response or Equipment. If excess equipment or personnel arrive, as determined by the incident commander, any such excess equipment or personnel shall be returned to the City of Lake Geneva or made available as soon as possible to respond to other incidents.
 - g. Fire Inspection. The LGFD shall conduct fire inspections semi-annually for all public businesses located in the LGFD service territory for the Town as shown in Exhibit 1. inspections shall be conducted under the Department of Safety and Professional Services Administrative Code, employing the NFPA 1 standards. Any violations which are not corrected as directed by the Fire Inspector shall be reported to the Town of Geneva Building Inspector, who shall report said violations to the Town of Geneva Police Department for issuance of citation and prosecution in the Municipal Court. The Fire Inspector shall cooperate as necessary to prosecute such violations, as part of the fee herein.
 - h. Ambulance Transports. The LGFD shall be the primary responder to for all ambulance calls in the LGFD territory shown on Exhibit 1. The LGFD shall have the right to bill the end user or receiver of any ambulance transport or emergency services in the Town of Geneva, including any applicable response fees shown on the attached Exhibit 2.
 - i. Department of Safety and Professional Services Funds: All dues payable by the Department of Safety and Professional Services under § 101.573, Wis. Stats., shall be paid to the City of Lake Geneva Fire Department based upon the proportionate area of the municipality serviced by the fire department. Dues received under § 101.573, Wis. Stats., may only be used as an offset of the amount owed by the Town of Geneva to the City of Lake Geneva for contributions for the purchase or replacement of equipment.
 - j. Lake Como Response and Services. The Lake City of Lake Geneva agrees to work in conjunction with the City of Elkhorn Fire Department to establish boundaries for the performance of their regulatory and response duties on Lake Como. Upon the City of Lake Geneva and the City of Elkhorn Fire Departments reaching an agreement, the established territories will be shown on an Exhibit 3 to this agreement.
7. Insurance Coverage. The LGFD shall be an independent contractor for the Town of Geneva for these services. LGFD shall maintain liability, errors and omissions and motor vehicle collision, workman's compensation, and liability coverage for all LGFD personnel performing services pursuant to this agreement, and shall indemnify and hold harmless the Town of Geneva for any and all services performed under or pursuant to this

contract. LGFD personnel shall be compensated by the City of Lake Geneva, without contribution from the Town of Geneva, other than as provided in this Emergency Services Agreement. Notwithstanding the foregoing, the Town of Geneva agrees and understands that the LGFD has limited liability under Sec. 893.80, Wis. Stat., and continues to have municipal immunities available to municipal fire departments in the State of Wisconsin and the hold harmless agreement stated herein is subject to such limitations of liability and municipal immunities.

8. Opt Out. The Parties to this agreement may terminate this agreement prior to the final date of the term stated herein. At least six months prior to the date of termination of this agreement, the party terminating this contract shall deliver to the municipal offices for the other participant to this contract, a written notice terminating this agreement. Termination herein may be made with or without good cause. The 6-month notice of termination shall be intended to provide adequate notice to the parties to make other safety arrangements as necessary to effectuate the best interests of each respective municipality. If either party elects to opt out of this agreement as provided herein, such elections shall be effective at the end of a calendar month. If this agreement is terminated during a calendar year, any unused portion of the general annual retainer fee, broken down by months, for which services has been opted out, shall be reimbursed to the Town of Geneva, within sixty days of the termination of this agreement.
9. Monthly Activity Reports. The LGFD Fire Chief shall provide a written summary of all activities performed pursuant to this contract to the Town of Geneva at the monthly meeting at the City of Lake Geneva Police and Fire Commission. Said report shall include a listing and identification of all fire calls, EMS calls, "false alarms", and fire inspection calls, together with any other work performed herein.
10. Payment Procedures. The City of Lake Geneva shall provide a bill to the Town of Geneva on a semi-annual basis (March, June, September, and December July 1st and December 31st of each year herein) for all fees. The amount determined by the rolling average shall be billed to and paid by the Town in two equal installments. The town shall make payment pursuant to any semi-annual bill within 30 days thereafter. At the request of the Town of Geneva, quarterly invoices may be provided to the Town of Geneva for review purposes. The 3-year rolling average of calls shall be calculated and determined on January 1st of each year and used in that year for calculating operating and capital replacement expenses. The 3-year rolling average, operating expenses and capital replacement expenses shall be recurring calculations each year.
11. Entire Agreement: This agreement supersedes any and all other agreements previously made between the parties relating to the subject matter of this agreement and there are not understandings or agreements other than those incorporated in this agreement. This agreement may not be modified except by an instrument in writing duly executed by all parties.
12. Severability: If any provision of this agreement shall under any circumstances be deemed invalid or inoperative, this agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

13. Arbitration of Differences. If the parties have a disagreement regarding the implementation or interpretation of any aspect of this agreement; either party may elect to arbitrate said differences, using the arbitration procedures of Chapter 788, Wis. Stats. However, rather than use a panel of three arbitrators, the parties, if they agree, may jointly select a single arbitrator to decide the dispute. Each party shall pay their own attorney fees and costs related to said arbitration, but costs for the arbitrator and court reporter shall be divided equally between the parties. Specific procedures regarding preparation and conduct for arbitration proceedings shall be determined by the parties, or as ordered by the arbitrator. Any right to seek relief in a court of record shall be governed pursuant to the provisions of Ch. 788, Wis. Stats,
14. Notice: Notice shall be deemed delivered as of the date of postmark, shall be sent via certified mail, and addressed to all of the following:

CITY OF LAKE GENEVA

Mayor

626 Geneva St.

Lake Geneva, WI 53147

TOWN OF GENEVA

Chairperson

N3496 Como Rd.

Lake Geneva, WI 53147

IN WITNESS WHEREOF, the undersigned having lawful authority from their respective municipalities have set their hand and set on the dates set forth below.

Date	Joseph F. Kopecky, Town of Geneva Chairman and Authorized Representative of The Town of Geneva, Walworth County, Wisconsin
------	---

Date	Charlene Klein, Mayor and Authorized Representative of The City of Lake Geneva, Walworth County, Wisconsin
------	---

Date	James Connors, President City of Lake Geneva Police and Fire Commission
------	---

Equipment Outlay	Est Cost	Per year per schedule	% of vehicle per year per call percentage
Eng (20 yr schedule)	\$823,000.00	\$41,150.00	\$3,859.30
Amb (5 year schedule, 3 vehicles)	\$389,000.00	\$77,800.00	\$7,258.74
Staff Vehicle (5 year schedule)	\$75,000.00	\$15,000.00	\$1,389.50
			\$12,497.54

2022 Operating	\$2,075,845
Less other contracted services-	
\$154315	\$1,921,630
9.33% of Operating	\$179,288
Equip	
Replacement	\$12,498
Capital	50
Total 2022 Fan	\$191,746

	2015	2016	2017	2018	2019	2020	2021
Total Volume	1138	1289	1342	1553	1941	1916	2178
Tot % of total volume	1.76%	1.94%	2.16%	2.25%	8.50%	9.29%	10.19%
							3 year avg 7890
							9.33%

	2015	2016	2017	2018	2019	2020	2021
Township North	6	6	7	11	65	81	91
Township South	14	19	22	24	100	97	131
Total Town Call	20	25	29	35	165	178	222

**AMENDMENT NO. 1 TO THE EMERGENCY SERVICES AGREEMENT
BETWEEN THE TOWN OF LINN
AND THE CITY OF LAKE GENEVA**

WHEREAS, the Town of Linn and the City of Lake Geneva entered into an Agreement dated April 12th, 2021 (the “Agreement”); and

WHEREAS, in consideration for compensation and pursuant to terms and conditions contained in the Agreement, the City of Lake Geneva Fire Department would provide Firefighter/EMT’s to the Town of Linn; and

WHEREAS, the term of the Agreement is from April 12, 2022 to April 11, 2024; and

WHEREAS, the Town of Linn and the City of Lake Geneva desire to amend the Agreement;

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. The above recitals are hereby incorporated by reference as if fully stated herein.
2. Section 5a. of the Agreement is hereby amended to read as follows:
Effective January 1, 2022, the City shall provide one part-time and one full-time Firefighter/EMT (FF/EMT) to the Town of Linn. The two FF/EMT’s provided may be composed of a combination of the following: a Firefighter/EMT, a Firefighter/~~AFMTA~~EMT, or a Firefighter/Paramedic. Such FF/EMT’s shall be assigned daily to the Town of Linn to work 10-hour shifts Monday through Friday. However, the schedule may vary due to emergency call volume which may extend the number of hours each day beyond a regular shift schedule. The above staffing and scheduling may also vary as mutually agreed to in writing by the Town of Linn Fire Chief (or his designee) and the City of Lake Geneva Fire Chief (or his designee.)
3. The first paragraph of Section 8 of the Agreement is amended to read as follows:
In consideration for the services to be provided to the Town of Linn by the City of Lake Geneva pursuant to the provisions of this agreement, the Town of Linn will pay the City of Lake Geneva the hourly rates for the Personnel assigned in accordance with the attached Exhibit A which may change and be replaced due to changes in compensation or benefits as set forth below. The City of Lake Geneva will provide a revised Exhibit A within ~~thirty (30) day~~ ~~a reasonable amount of time~~ after any changes in compensation or benefits that occur as set forth below. Changes will be effective on the date changes in compensation or benefits are effective at the City of Lake Geneva. An invoice for the personnel assigned to the Town of Linn will be submitted quarterly showing the hours worked and the hourly rate for such assigned personnel with a total fee for the quarter which shall be due within ~~thirty (30) ten (10)-days~~ of receipt by the Town of Linn. In addition to payment for the personnel assigned at the hourly rates set forth in

Exhibit A, the Town of Linn will pay the city of Lake Geneva, effective January 1, 2022, an annual Administrative fee of \$38,938.00, which will be paid quarterly installments of \$9,734.50 and included on the quarterly invoice for charges for personnel assigned to the Town of Linn by the City of Lake Geneva. The City may request to renegotiate the Administrative fee rate, provided the Town of Linn receives written notice to renegotiate from the City of Lake Geneva at least One hundred and twenty (120) calendar days prior to the anniversary date of this agreement. **The Town may request to renegotiate the Administrative fee rate due to the adoption of an alternative services model, provided the City of Lake Geneva receives written notice to renegotiate from the Town of Linn at least one hundred and twenty (120) calendar days prior to the anniversary date of this agreement. Both parties agree to renegotiate the Administrative fee rate in good faith.**

4. The revised Exhibit A is effective January 1, 2022, is attached hereto and incorporated by reference.
5. All other terms of the Agreement which are not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties having full authority to bind their respective municipalities have set their hand and seal this _____ day of February, 2022.

TOWN OF LINN

Dated: _____

By: _____
JAMES WEISS, Chairman

Attest:

ROSE MILLER-ALYSON MORRIS, Town Clerk

CITY OF LAKE GENEVA

Dated: _____

By: _____
CHARLEEN KLEIN, Mayor

Attest:

LANA KROPF, City Clerk

**AIA**[®]**Document G701™ – 2017****Change Order**

PROJECT: *(Name and address)*
 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: 005

 Date: 03/02/2022

OWNER: *(Name and address)*
 City of Lake Geneva
 626 Geneva St
 Lake Geneva, WI 53147

ARCHITECT: *(Name and address)*
 FEH Design
 1241 Corporate Center Dr.
 Oconomowoc, WI 53066

CONTRACTOR: *(Name and address)*
 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-12 Emergency Lighting - \$3,229

Lighting was added per the building inspector's request.

The original Contract Sum was	\$	870,893.00
The net change by previously authorized Change Orders	\$	820.00
The Contract Sum prior to this Change Order was	\$	871,713.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,229.00
The new Contract Sum including this Change Order will be	\$	874,942.00

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.

FEH Design

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Aaron Davis - Principal Architect

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

03/02/2022

DATE

DATE

DATE

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



CO 12
Origination Date: 2/7/2022
Revision Date:

Change Request Description:

PR-05

Trade	Description	Quantity	UM	UP	Cost
<u>Subcontracts/Design</u>					
Empower Electric	Furnish and install X1 and ELU fixtures.	1.00	ls	\$2,983.89	\$ 2,983.89
<u>Selzer-Ornst Labor Rates</u>					
			<u>Standard Rate</u>		
	Principal	0.00	hr	\$175.00	\$ -
	Senior Project Manager	0.00	hr	\$150.00	\$ -
	Project Manager	0.00	hr	\$130.00	\$ -
	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	\$ -
<u>Other Costs</u>					
Permits/Impact Fees		0.00	ls	\$0.00	\$0.00
<u>Clarifications:</u>					
1. Furnish and install X1 and ELU fixtures per PR-05 as indicated by the electrical engineer and city inspectors direction.					
Schedule Impact: None					

S-O Subtotal Cost: \$ -

S-O Fee and General Conditions (10%): \$0.00

Subcontractor Subtotal Cost: \$ 2,983.89

Fee and General Conditions (5%): \$149.19

GL Insurance (1%): \$31.96

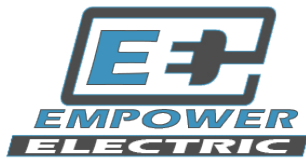
Bond (2%): \$63.30

Sales Tax (Incl. above): N/A

Total: \$ 3,229.00

CLIENT APPROVAL:

SIGN: _____ DATE: _____



Change Order #16

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 1/28/2022
--	---	---

1. Electrical Inspector Requested Exits and EBU's **\$2,983.89**

Description of Change:

Electrical Inspector Requested the Following be added to the building

1. 3 New Exits
2. 3 Additional EBU Units

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
material	1.00	\$476.10	\$476.10
Labor	14.00	\$100.00	\$1,400.00
Exits / EBU Units	1.00	\$1,107.80	\$1,107.80

Total Price: **\$2,983.89**

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:	\$2,983.89
Revised Contract Total:	\$120,719.02

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

CONTRACTOR: Shaun D Zaskowski 1/28/2022
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

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 02/25/2022,03/04/2022,03/09/2022

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

[Report].Invoice GL Account = {<>} 61

[Report].Invoice GL Account = {<>} 62

Check Issue Date	Check Number	Vendor Number	Payee	Amount
02/25/2022	78713	5796	CITY OF LAKE GENEVA PETTY CASH	64.60
03/04/2022	78763	2046	ALLIANT ENERGY	297.91
03/04/2022	78764	2104	AT&T	575.62
03/04/2022	78765	2109	AT&T MOBILITY	721.01
03/04/2022	78766	6214	CAPITAL ONE	39.51
03/04/2022	78767	6263	CHARTER COMMUNICATIONS	489.95
03/04/2022	78768	2615	GREETHAM, AARON	21.00
03/04/2022	78769	2670	HOME DEPOT CREDIT	1,039.43
03/04/2022	78770	5340	KANOPY LLC	3,000.00
03/04/2022	78771	2930	MARATHON CO SHERIFF'S DEPT	350.00
03/04/2022	78772	192	MCBRIDE, MICHAEL	13.00
03/04/2022	78773	2977	MIDWEST TAPE	182.92
03/04/2022	78774	3024	MUTUAL OF OMAHA	2,849.77
03/04/2022	78775	3232	RHYME BUSINESS PRODUCTS	482.39
03/04/2022	78776	3233	RHYME BUSINESS PRODUCTS	162.65
03/04/2022	78777	4642	SHARON PD	140.00
03/04/2022	78778	5708	TARGET SOLUTIONS LEARNING LLC	5,493.68
03/04/2022	78779	2435	TOM EARLE	206.23
03/04/2022	78780	4973	US BANK	8,774.43
03/04/2022	78781	4975	US CELLULAR	704.21
03/04/2022	78782	5001	VERIZON WIRELESS	350.21
03/09/2022	78783	2046	ALLIANT ENERGY	21,894.72
03/09/2022	78784	5770	AT & T TELECONFERENCE SERVICES	36.20
03/09/2022	78785	2800	KORNAK, EMILY	79.92
03/09/2022	78786	5386	MCNEIL, KYLE	26.53
03/09/2022	78787	3038	NELSON, BRANDI	30.00
03/09/2022	78788	3199	R&R INSURANCE SERVICES INC	141,324.00
03/09/2022	78789	5745	REBHORN, JOHN	18.00
03/09/2022	78790	3001	SECURIAN FINANCIAL GROUP	2,498.88
03/09/2022	78791	5443	WISNIEWSKI, JOSEPH	25.61
Grand Totals:				191,892.38

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	74.88	182,861.31-	182,786.43-
11-00-00-21340	2,300.03	.00	2,300.03
11-00-00-21555	1,546.95	.00	1,546.95
11-00-00-21562	944.85	.00	944.85
11-00-00-21564	357.97	.00	357.97
11-10-00-51330	179.20	.00	179.20

GL Account	Debit	Credit	Proof
11-10-00-55000	36.20	.00	36.20
11-10-10-55120	72,077.00	.00	72,077.00
11-10-10-55160	69,247.00	.00	69,247.00
11-12-00-24280	490.00	.00	490.00
11-12-00-52210	31.98	.00	31.98
11-15-10-53990	44.18	.00	44.18
11-16-10-52210	361.25	.00	361.25
11-16-10-52220	2,860.35	.00	2,860.35
11-16-10-55310	482.39	.00	482.39
11-21-00-52210	365.91	.00	365.91
11-21-00-52220	20.07	.00	20.07
11-21-00-53050	22.98	.00	22.98
11-21-00-53120	64.60	.00	64.60
11-21-00-53300	43.00	.00	43.00
11-21-00-53310	511.36	.00	511.36
11-21-00-53610	2,041.26	.00	2,041.26
11-21-00-53990	208.10	.00	208.10
11-21-00-54100	4,552.69	.00	4,552.69
11-21-00-58100	1,409.23	.00	1,409.23
11-22-00-52210	1,135.18	.00	1,135.18
11-22-00-52220	1,421.10	.00	1,421.10
11-22-00-53100	13.48	.00	13.48
11-22-00-53500	26.03	.00	26.03
11-22-00-54500	5,493.68	.00	5,493.68
11-24-00-52620	66.37	.00	66.37
11-24-00-53100	162.65	.00	162.65
11-29-00-52220	47.38	.00	47.38
11-29-00-53990	119.95	.00	119.95
11-32-10-52210	237.24	.00	237.24
11-32-10-52220	1,073.10	.00	1,073.10
11-32-10-52400	12.50	.00	12.50
11-32-10-53500	954.20	74.88-	879.32
11-34-10-52220	392.13	.00	392.13
11-34-10-52230	9,175.10	.00	9,175.10
11-51-10-52220	735.59	.00	735.59
11-52-00-52220	908.50	.00	908.50
11-52-00-59220	232.86	.00	232.86
11-52-01-52220	455.72	.00	455.72
40-00-00-21100	.00	4,788.68-	4,788.68-
40-54-10-52210	78.58	.00	78.58
40-54-10-52220	248.97	.00	248.97
40-55-10-52210	105.30	.00	105.30
40-55-20-52210	31.98	.00	31.98
40-55-30-52220	4,323.85	.00	4,323.85
42-00-00-21100	.00	255.43-	255.43-
42-34-50-52210	107.82	.00	107.82
42-34-50-52500	147.61	.00	147.61
48-00-00-21100	.00	587.49-	587.49-
48-00-00-52210	83.35	.00	83.35
48-00-00-52220	297.91	.00	297.91
48-00-00-53620	206.23	.00	206.23
61-00-00-21100	.00	7.14-	7.14-
61-00-00-92630	7.14	.00	7.14

GL Account	Debit	Credit	Proof
62-00-00-21100	.00	12.51-	12.51-
62-00-00-92630	12.51	.00	12.51
99-00-00-21100	.00	3,454.70-	3,454.70-
99-00-00-52110	20.00	.00	20.00
99-00-00-52210	191.86	.00	191.86
99-00-00-53500	59.92	.00	59.92
99-00-00-54140	3,182.92	.00	3,182.92
Grand Totals:	192,042.14	192,042.14-	.00

Dated:

3-15-2022

Mayor:

Charles Klein

City Council:

Gary Yunker
Ken Hoyer
Linda Klein
D

City Recorder:

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 02/25/2022,03/04/2022,03/09/2022

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

[Report].Invoice GL Account = {<>} 61

[Report].Invoice GL Account = {<>} 62

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "12312021S","03162022","03162022A"

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
ASR EVENTS LLC				
3/2/22	03/02/2022	TOURISM GRANT-SEPT 21	47-70-00-57150 PROMOTIONAL GRANT	3,933.74
Total ASR EVENTS LLC:				3,933.74
ASSOCIATED APPRAISAL CONSULTANTS INC				
161110	03/01/2022	MAR 2022 ASSESSMENT	11-15-40-52100 ASSESSOR CONTRACTED SERVICES	3,541.67
Total ASSOCIATED APPRAISAL CONSULTANTS INC:				3,541.67
AURORA HEALTH CARE				
51403	02/13/2022	DOT DRUG SCREEN	11-32-10-52050 DRUG AND MEDICAL TESTING	130.00
Total AURORA HEALTH CARE:				130.00
BATZNER PEST CONTROL				
3292315	02/25/2022	PEST CONTROL-FEB	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	130.00
Total BATZNER PEST CONTROL:				130.00
BEARINGS INC SOUTH				
69139	02/17/2022	BEARINGS-RHINO MOWER	11-52-00-52500 EQUIPMENT REPAIR SERVICES	114.90
69169	02/24/2022	BEARINGS-RHINO MOWER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	165.60
Total BEARINGS INC SOUTH:				280.50
BLAIR FIRE PROTECTION				
27516	02/25/2022	DRY SPRINKLER REPAIR	11-16-10-52400 CITY HALL BUILDING REPAIRS	943.75
Total BLAIR FIRE PROTECTION:				943.75
BOND TRUST SERVICES CORPORATION				
68729	12/15/2021	PMT AGT FEE 2021A PN 68729-	11-15-10-52120 ACCTG CONSULTANT FEES	400.00
68730	12/15/2021	PMT AGT FEE 2021B PN 68730-	11-15-10-52120 ACCTG CONSULTANT FEES	400.00
Total BOND TRUST SERVICES CORPORATION:				800.00
BUREAU OF CORRECTIONAL ENTERPRISES				
306-188175	02/15/2022	CAN LINERS, PAPER TOWEL	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	165.53
306-188175	02/15/2022	TOILET PAPER, PAPER TOWEL	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	52.86
Total BUREAU OF CORRECTIONAL ENTERPRISES:				218.39
BURRIS EQUIPMENT CO				
PS1012772-1	01/27/2022	PLOW EXTENSION-CUTTING E	11-32-12-52500 SNOW & ICE CONTROL-REPAIRS	547.76
Total BURRIS EQUIPMENT CO:				547.76
CDW GOVERNMENT INC				
S259626	02/15/2022	COMPUTER-ADMIN ASSIT	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	1,155.42

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
S297484	02/16/2022	MS OFFICE-ADMIN ASSIST	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	291.28
S310022	02/16/2022	SURFACE TRV DOCK-ADMIN A	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	77.53
Total CDW GOVERNMENT INC:				1,524.23
DOUSMAN TRANSPORT CO				
45-001858	03/01/2022	SHUTTLE-WINTERFEST 2022	42-34-50-53990 PARKING MISC EXPENSES	1,628.88
Total DOUSMAN TRANSPORT CO:				1,628.88
DUNN LUMBER				
1007484	02/10/2022	TOILET PLUNGER	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	4.49
1016983	02/24/2022	PAINT	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	40.99
1017061	02/24/2022	BOLTS	11-32-13-54200 TREE & BRUSH-REPAIR	11.81
1018804	02/28/2022	PAINT-RHINO	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	29.95
1019945	03/01/2022	GANG BOX-HANDICAP BUTTON	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	6.69
1020699	03/02/2022	NUTS,BOLTS-STREET SIGNS	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	16.00
1021050	03/02/2022	SIGN REPAIR	48-00-00-53620 CEM GROUNDS/LANDSCAPING	54.97
1021198	03/02/2022	SIGN	48-00-00-53620 CEM GROUNDS/LANDSCAPING	14.98
1022136	03/03/2022	PARK BENCHES-SUPPLIES	11-52-00-53520 GROUNDS MAINT SUPPLIES	50.42
Total DUNN LUMBER:				230.30
ELKHORN CHEMICAL CO INC				
639290	12/10/2021	TP/CLEANING SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	159.60
639290-1	12/10/2021	HAND SOAP	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	96.82
639317	12/31/2021	VACUMN CORD	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	45.50
641070	02/22/2022	SUPPLIES-PARKS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	7,631.97
641070-1	02/25/2022	SUPPLIES-PARKS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	1,287.45
641073	02/22/2022	TP,CLEANING SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	191.68
641073-1	02/25/2022	DEORDERIZER BLOCKS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	15.70
Total ELKHORN CHEMICAL CO INC:				9,428.72
ELKHORN NAPA AUTO PARTS				
258853	02/28/2022	ELECTRICAL-#27	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	19.97
259048	03/01/2022	FILTER	11-52-01-53400 VETS PARK OPERATING SUPPLIES	14.93
Total ELKHORN NAPA AUTO PARTS:				34.90
ENTRANCE SYSTEMS LLC				
43348	02/18/2022	GATE 5 REPAIR	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	239.00
Total ENTRANCE SYSTEMS LLC:				239.00
GARY ADAMSON				
02/24/22	02/24/2022	PIER AERATORS	40-55-30-52640 PIER REPAIRS	395.00
Total GARY ADAMSON:				395.00
GENERAL CODE LLC				
GC00116158	03/01/2022	ANNUAL CODE MAINT FEE	11-14-30-52180 MUNICIPAL CODIFICATION	1,195.00
Total GENERAL CODE LLC:				1,195.00
GENEVA ONLINE INC				
1124528	01/01/2022	EMAIL SVC-JAN	11-12-00-52210 MUNICIPAL CT TELEPHONE	2.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total GENEVA ONLINE INC:				2.00
GIRAFFE ELECTRIC II INC				
S3465	02/24/2022	HWY 50/EDWARDS-WIRING	11-34-10-52600 REPAIRS-TRAFFIC SIGNALS,ETC	125.00
Total GIRAFFE ELECTRIC II INC:				125.00
GRAINGER				
9213259923	02/15/2022	COMPRESSOR-DRY SPRINKLE	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	1,008.81
Total GRAINGER:				1,008.81
GRAYS INC				
37493	02/23/2022	CUTTING EDGES	11-32-12-52500 SNOW & ICE CONTROL-REPAIRS	301.39
Total GRAYS INC:				301.39
HE STARK AGENCY INC				
18306	02/28/2022	COLLECTION FEES-FEB	11-12-00-52140 COLLECTION FEES	44.84
6089 PARK 2/2	02/28/2022	COLLECTION FEES-FEB	42-34-50-52160 CALE CC AND COLLEC FEES	1,554.50
Total HE STARK AGENCY INC:				1,599.34
ITU ABSORB TECH INC				
7862780	02/18/2022	MATS,DUST MOP	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	73.63
7871225	03/04/2022	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	125.97
Total ITU ABSORB TECH INC:				199.60
JERRY WILLKOMM INC				
286426	02/04/2022	1715.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	5,503.44
286456	02/25/2022	1505.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	5,025.20
408992	02/24/2022	GREASE OIL	11-32-10-53410 VEHICLE-FUEL & OIL	984.51
Total JERRY WILLKOMM INC:				11,513.15
JJ KELLER & ASSOCIATES				
9106730520	02/14/2022	FEDERAL,STATE POSTERS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	51.67
9106730520	02/14/2022	FEDERAL,STATE POSTERS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	51.67
9106730520	02/14/2022	FEDERAL,STATE POSTERS	99-00-00-53100 LIBRARY OFFICE SUPPLIES	51.67
Total JJ KELLER & ASSOCIATES:				155.01
JOHNS DISPOSAL SERVICE INC				
819395	03/07/2022	MAR SVC	11-36-00-52940 SOLID WASTE-RESIDENTIAL	33,469.29
819395	03/07/2022	MAR SVC	11-36-00-52970 SOLID WASTE-RECYCLING	18,362.79
Total JOHNS DISPOSAL SERVICE INC:				51,832.08
LAKE GENEVA BID				
OKTOBERFES	03/02/2022	REIMB-OCT FEST 2021 TOUR G	47-70-00-57150 PROMOTIONAL GRANT	8,311.82
Total LAKE GENEVA BID:				8,311.82
LAKE GENEVA CONVENTION				
FINAL PYMT 2	02/28/2022	FINAL PYMT 2021-REVISED	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	13,266.75

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LAKE GENEVA CONVENTION:				13,266.75
LAKE GENEVA UTILITY				
302 STONEMI	02/18/2022	302 STONEMILL LN	45-00-00-24520 WATER IMPACT FEES	1,690.00
302 STONEMI	02/18/2022	302 STONEMILL LN	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				3,555.00
LAKESIDE INTERNATIONAL LLC				
2054455	12/09/2021	REPAIR-#125	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	1,217.69
2268114P	12/28/2021	BUCKET TRK TENDER	11-32-13-54200 TREE & BRUSH-REPAIR	658.57
Total LAKESIDE INTERNATIONAL LLC:				1,876.26
LARRY'S TOWING & RECOVERY				
03/03/22	03/03/2022	WRITE MOWERS-SERVICE	11-52-00-52500 EQUIPMENT REPAIR SERVICES	127.50
Total LARRY'S TOWING & RECOVERY:				127.50
LASER ELECTRIC SUPPLY				
1486683-00	02/24/2022	LIGHT BULBS/BALLAST	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	92.90
Total LASER ELECTRIC SUPPLY:				92.90
MARED MECHANICAL				
127927	02/23/2022	EXHAUST FAN PUMP REPAIR	11-16-10-52400 CITY HALL BUILDING REPAIRS	1,583.00
Total MARED MECHANICAL:				1,583.00
MAX-R				
INV7927	03/01/2022	CAN LIDS	11-52-00-53520 GROUNDS MAINT SUPPLIES	1,098.00
Total MAX-R:				1,098.00
OFFICE DEPOT				
224053831001	02/04/2022	DAILY PLANNER	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	42.39
226194790001	02/02/2022	MISC OFFICE SUPPLIES	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	65.11
226212453001	03/09/2022	MISC OFFICE SUPPLIES	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	19.99
Total OFFICE DEPOT:				127.49
OTTER SALES & SERVICE INC				
BUR-1036691	02/21/2022	WHEELS/TIRES-RHINO MOWER	11-52-00-52500 EQUIPMENT REPAIR SERVICES	434.38
Total OTTER SALES & SERVICE INC:				434.38
PROVEN POWER INC				
02-390453	02/21/2022	LIGHTS-JD WAM	11-52-00-52500 EQUIPMENT REPAIR SERVICES	66.17
Total PROVEN POWER INC:				66.17
ROTE OIL COMPANY				
220530005	02/22/2022	426.9 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,412.61
220610005	03/02/2022	399.9 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,343.27
Total ROTE OIL COMPANY:				2,755.88

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
RUDDEN, LINDSEY				
REIMB 12/16/2	03/02/2022	REIMB-SEC DEP/CANCELLATIO	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total RUDDEN, LINDSEY:				1,000.00
RUSSELL CESCHI INSPECTIONS LLC				
JAN/FEB 2022	03/02/2022	COMM ELECTRIC INSP-JAN/FE	11-24-00-52190 CONTRACT BUILDING INSPECTOR	1,120.00
Total RUSSELL CESCHI INSPECTIONS LLC:				1,120.00
SHRED-IT				
8001031702	02/25/2022	SHREDDING SVC-FEB	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	42.63
Total SHRED-IT:				42.63
SOBERG WINDOW & DOOR COMPANY				
5724	10/26/2021	WINDOW REPLACE-CITY HALL	11-16-10-52400 CITY HALL BUILDING REPAIRS	4,560.00
Total SOBERG WINDOW & DOOR COMPANY:				4,560.00
STATE OF WISCONSIN				
INV.64-246 02/	03/01/2022	COURT FINES-FEB 2022	11-12-00-24240 COURT FINES-STATE	4,530.06
Total STATE OF WISCONSIN:				4,530.06
TRIEBOLD OUTDOOR POWER LLC				
IC45327	02/23/2022	BALL-FIELD SPRAYER-VETS	11-52-01-59520 GROUNDS MAINTENANCE SUPPLIES	33.29
Total TRIEBOLD OUTDOOR POWER LLC:				33.29
UNITED LABORATORIES				
INV341998	02/21/2022	BALLROOM FLOOR	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	281.46
Total UNITED LABORATORIES:				281.46
VON BRIESEN & ROPER SC				
383547	02/23/2022	OUTSIDE LEGAL FEES-PD ISSU	11-13-10-52140 OUTSIDE ATTORNEYS FEES	87.36
Total VON BRIESEN & ROPER SC:				87.36
WALWORTH COUNTY SHERIFF				
127256	02/01/2022	PRISONER CONFINEMENT-JAN	11-12-00-52900 CARE OF PRISONERS	30.00
Total WALWORTH COUNTY SHERIFF:				30.00
WALWORTH COUNTY TREASURER				
INV.64-246 02/	03/01/2022	COURT FINES-FEB 2022	11-12-00-24200 COURT FINES-COUNTY	1,827.89
Total WALWORTH COUNTY TREASURER:				1,827.89
WI SUPREME COURT				
680-00000006	01/31/2022	CONTINUING JUDICIAL ED	11-12-00-53320 MUN CT CONFERENCES & SCHOOL	700.00
Total WI SUPREME COURT:				700.00
WISCONN VALLEY MEDIA GROUP				
57659	02/23/2022	LN-1/10/22 COUNCIL MINUTES	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	158.34
57660	02/23/2022	LN-1/24/22 COUNCIL MINUTES	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	260.96

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
57661	02/23/2022	LN-ORDINANCE 22-01	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	78.28
57662	02/23/2022	LN-GENEVA TAP HOUSE LIC	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	15.73
Total WISCONN VALLEY MEDIA GROUP:				513.31
Grand Totals:				139,959.37

Dated: 3-15-2022Mayor: Charlene KleinCity Council: Jean YunkerKen Zyzanski
John J. ...
...

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "12312021S","03162022","03162022A"

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

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

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Limited Conditional Use Permit (CUP) filed by Justin W. Lanasa, 723 Williams St., Lake Geneva for a request to utilize the property for Commercial Indoor Lodging and Group Development at 723 Williams St. in the Central Business (CB) zoning district. Tax Key No. ZF00028

Committee: Plan Commission approved March 21, 2022

Fiscal Impact: N/A

File Number: 22-R21

Date:

March 28, 2022

WHEREAS, the City Plan Commission has considered the application filed by Justin W. Lanasa, 723 Williams St., Lake Geneva for a request to utilize the property for Commercial Indoor Lodging and Group Development at 723 Williams St. in the Central Business (CB) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on March 10, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Conditional Use Permit (CUP) filed by Justin W. Lanasa, 723 Williams St., Lake Geneva for a request to utilize the property for Commercial Indoor Lodging and Group Development at 723 Williams St. in the Central Business (CB) zoning district,

Tax Key No. ZF00028

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 28th day of March, 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: March 21, 2022

Agenda Item #8

Applicant:

Justin W. Lanasa
723 Williams Street
Lake Geneva, WI

Request:

723 Williams Street, Lake Geneva, WI 53147

- Proposed Limited Conditional Use Permit for Commercial Indoor Lodging
- Proposed Conditional Use Permit for Group Development

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 723 Williams Street. 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 Central Business (CB) and is recommended for *Central Business District* in the Comprehensive Plan. The subject property includes the existing Dungeon Hobby Shop Museum (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 two bedrooms. No changes are proposed to the building exterior or parking. The Commercial Indoor Lodging would be located on the second floor contained two bedrooms. Two existing surface parking spaces are accessed from Williams Street. Because the property is zoned CB, there are no minimum parking requirements. There is street parking on Williams Street and on Marshall Street to the north.

This project is a Group Development per Section 98-208, because it contains more than one principal, nonresidential land use within a single building. Group Developments require a conditional use permit.

The subject property is located within a commercial area and is not adjacent to any homes with residential zoning.



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.

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 Conditional Use Permit be **limited** to the current property owner, Justin W. Lanasa.
2. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
3. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

Suggested Motions:

- *Approve:* I recommend approval of the proposed *Limited Conditional Use Permit for Justin W. Lanasa, 723 Williams St, Lake Geneva, WI, for a proposed Commercial Indoor Lodging land use and Group Development for the property located at 723 Williams St., in the Central Business (CB) zoning district, Tax Key No. ZF 00028*, 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 Justin W. Lanasa, 723 Williams St, Lake Geneva, WI, for a proposed Commercial Indoor Lodging land use and Group Development for the property located at 723 Williams St., in the Central Business (CB) zoning district, Tax Key No. ZF 00028*, 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):
723 Williams St.: Tax ID: ZF 00028; Lot 28 Except South 63 feet, Ferguson's Addition to the
City of Lake Geneva, Walworth County, Wisconsin.

Name and Address of Current Owner: Justin W. Lanasa

723 Williams St., Lake Geneva, WI 53147

Telephone No. with area code & Email of Current Owner: (910) 352-5015

hardwire77@yahoo.com

Owner Signature: _____

Name and Address of Applicant:

Justin W. Lanasa

723 Williams St., Lake Geneva, WI 53147

Telephone No. with area code & Email of Applicant: (910) 352-5015

hardwire77@yahoo.com

Proposed Conditional Use: Commercial Indoor Lodging on second floor containing two (2) bedrooms,

(98-206(4)(k)). The upstairs will maintain two (2) bedrooms and a in-suite kitchen. There will be two (2) parking spaces.

(See attached diagram)

Zoning District in which land is located: Central Business

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

Not Applicable

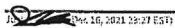
Short statement describing activities to take place on site:

The two (2) bedroom suite upstairs will contain a kitchen and be used for guests that want to utilize the museum
located on the first floor. There shall be two (2) parking spaces available for guest use. The main floor will be used for
business. The guests may have access to the museum for viewing and game play. (See attached parking diagram).

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

Dec 16, 2021

Date

 (Dec 16, 2021 10:27 EST)

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?
- The use of the 2nd floor space as "Commercial Indoor Lodging" would allow guests to visit Lake Geneva and the museum located at 723 Williams Street.
-
2. How is the proposed conditional use, in its specific 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?
- Commercial Indoor Lodging is allowed as a conditional use pursuant to Sec. 98-206(4)(k) of the Lake Geneva Zoning Ordinance
-
3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?
- The conditional use will have no substantial or undue adverse input on surrounding properties as there will be available on-site parking and the property is currently being used as an apartment.
-
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?
- The conditional use does maintain the status quo for the property and area. The property was recently rezoned Central Business as per the City's adopted Comprehensive Plan.
-
-
-

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 area currently supports similar conditional use and there is no change in owner.

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?

The public benefit of the conditional use does outweigh any possible negative impacts, of which none are anticipated by the applicant.

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: _____

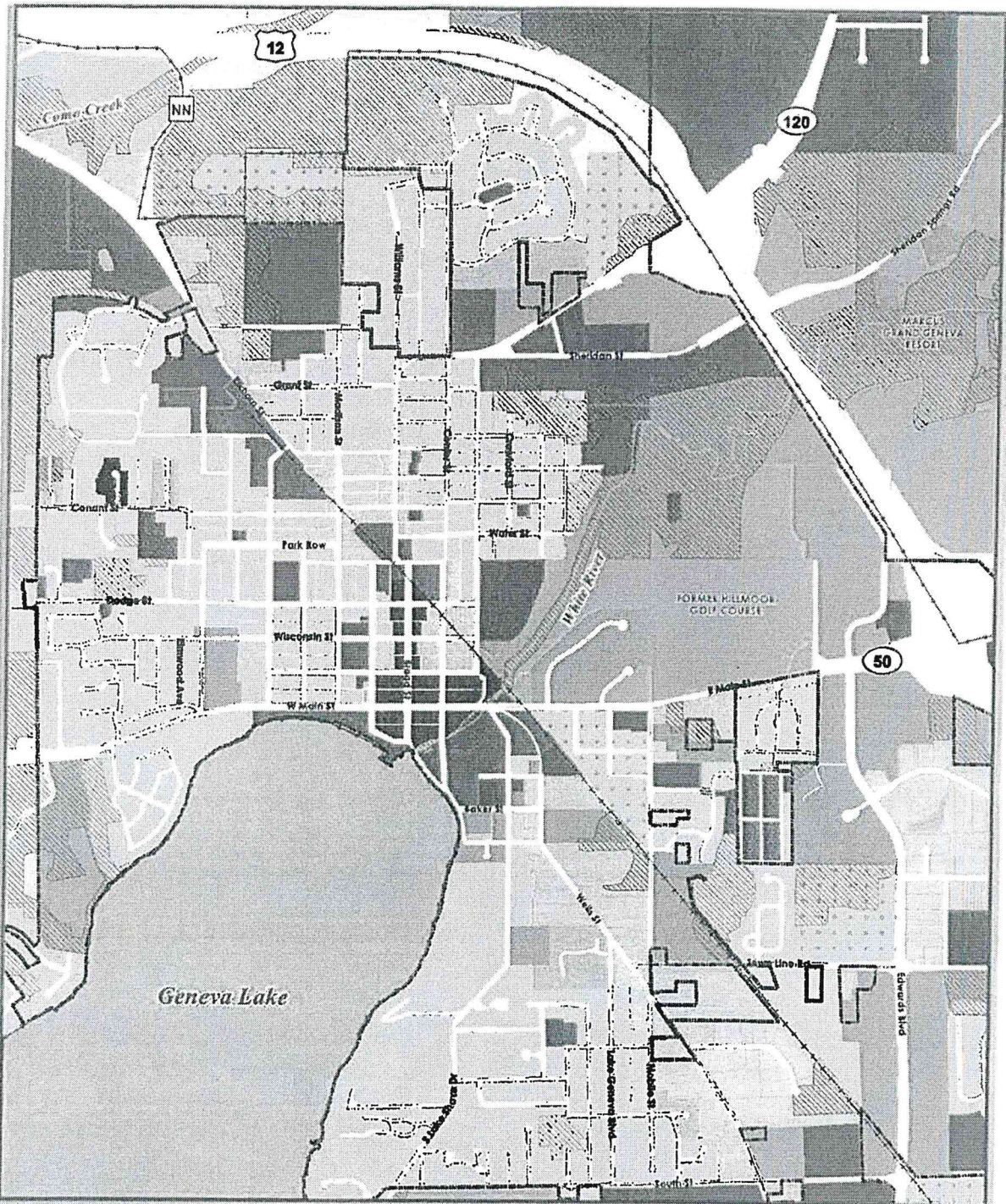
____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____

____ 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: _____



Map 5b: Future Land Use - City of Lake Geneva Comprehensive Plan

Land Use Categories

- Agricultural & Rural
- Single Family Residential - Exurban
- Single Family Residential - Urban
- Two-Family/Townhouse Residential
- Multi-Family Residential
- Planned Neighborhood
 - *Each "Planned Neighborhood" may include a mix of:
 1. Single Family - Urban (predominant land use)
 2. Two-Family/Townhouse
 3. Multi-Family Residential
 4. Institutional & Community Services
 5. Neighborhood Mixed Use
 6. Public Park & Recreation
- Neighborhood Mixed Use
- Planned Office
- Planned Business

- Central Business District
- Planned Mixed Use
 - *Each "Planned Mixed Use Area" may include a mix of:
 1. Planned Office
 2. Multi-Family Residential
 3. Institutional & Community Services
 4. Planned Business
- Planned Industrial
- General Industrial
- Institutional & Community Services
- Private Recreation Facilities
- Public Park & Recreation
- Environmental Corridor

- City of Lake Geneva
- Other Municipal Boundaries
- Urban Service Area Boundary
- Parcels
- Surface Water
- Abandoned Railroad



0 0.25 0.5 Miles

VANDEWALLE & ASSOCIATES INC.
 Date: September 6, 2019
 Source: SEWRPC, Walworth County LLC, WADNR, VA

Wednesday, September 23, 2020 2:32:18 PM

LEGEND



PROPOSED Asphalt, Blacktop, Concrete, Tarmac, or Brick Pavers Parking Lot

WILLIAMS STREET
(60' WIDE)

CONCRETE SIDEWALK

MARSHALL STREET
(60' WIDE)
CONCRETE SIDEWALK

GRASS

GRASS

EXISTING 2 STORY
HOUSE

CONCRETE

GRASS

CONCRETE

GRASS

EXISTING BLDG



20' 10' 0' 10' 20'
SCALE 1"=10'

mb

Nielsen Madsen & Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horton Blvd, Suite 200, Racine, WI, 53406
Tele: (262)894-5598 Website: www.nmbasc.net

PARKING LOT LAYOUT SITE PLAN

FOR
JUSTIN LANASA
LAKE GENEVA, WALWORTH, WISCONSIN

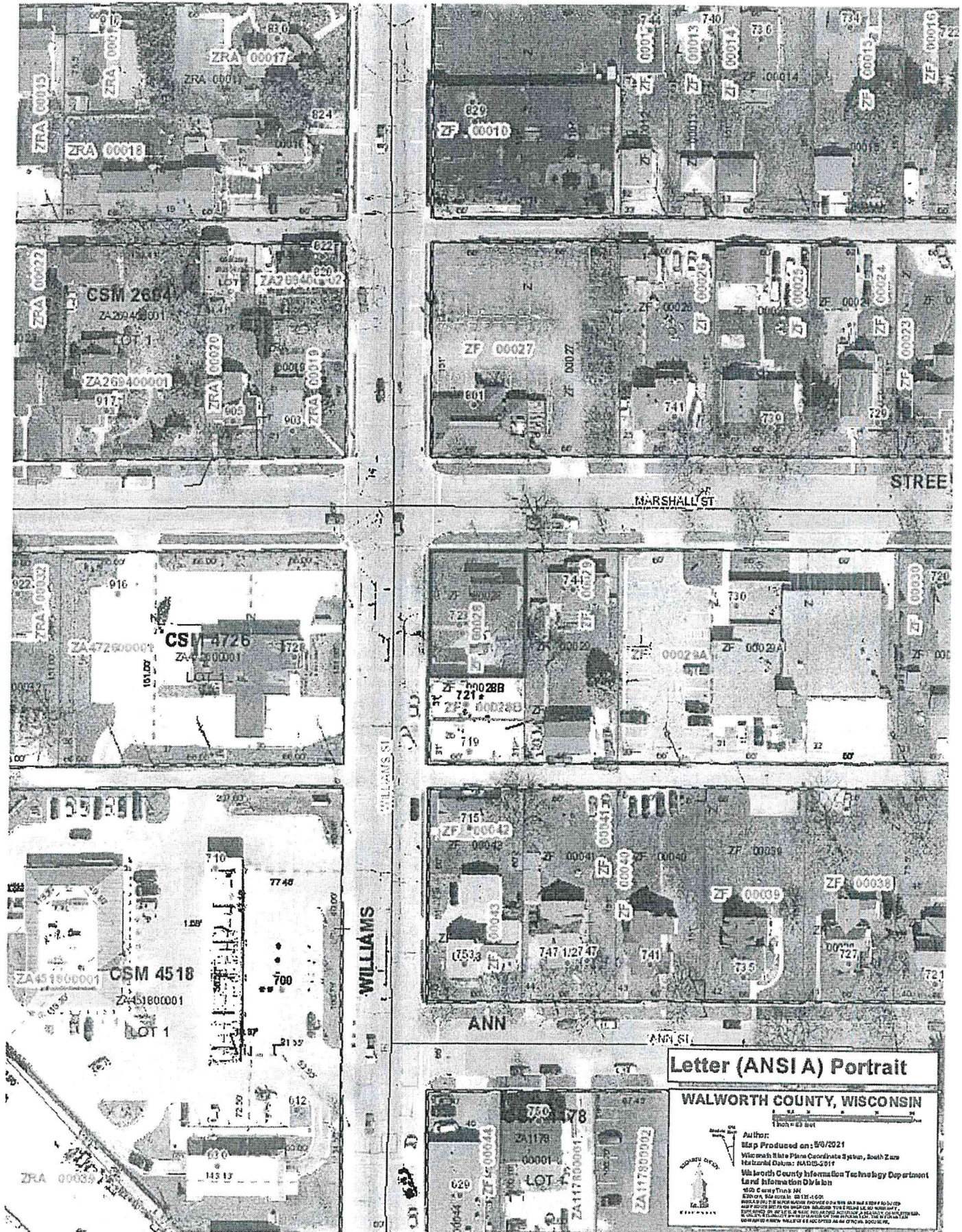
NO.	REVISION	BY	DATE

PROJ. MGR: MBM
DRAFTED: MBM
DATE: 09-23-2020
CHECKED: MBM
DATE: 09-23-2020

2020.0224.01

1 OF 1

ISSUE FOR REVIEW: 9-23-2020



Letter (ANSI A) Portrait

WALWORTH COUNTY, WISCONSIN

Author:
Map Produced on: 5/5/2021
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information System
1000 Carey Drive NW
Grand Rapids, MN 55740
Map Scale: 1 inch = 66 feet
Map Date: 5/5/2021
Map Status: Final
Map Title: Walworth County Land Information System
Map Project: Walworth County Land Information System
Map Version: 1.0
Map Author: Walworth County Information Technology Department
Map Date: 5/5/2021
Map Status: Final
Map Title: Walworth County Land Information System
Map Project: Walworth County Land Information System
Map Version: 1.0
Map Author: Walworth County Information Technology Department

Parcel ID	Property Owner	Property Address	Mailing Address
ZA451800001	Convenience Store Investments	710 Williams St Lake Geneva, WI 53147 & 612 Williams St Lake Geneva, WI 53147	1626 Oak St LaCrosse, WI 54603
ZA472600001	Associated Bank	916 Marshall St Lake Geneva, WI 53147	433 Main St Green Bay, WI 54301
ZRA 00032	Pamela G. Naris Trust	922 Marshall St Lake Geneva, WI 53147	1114 Sage St Lake Geneva, WI 53147
ZA269400001	Mary Candice Kirchberg	917 Marshall St Lake Geneva, WI 53147	917 Marshall St Lake Geneva, WI 53147
ZRA 00020	Mark W. Mitchell Barbara J. Mitchell	905 Marshall St Lake Geneva, WI 53147	1753 Hwy 120 Springfield, WI 53176
ZRA00019	Joyce E. Bouhl	903 Marshall St Lake Geneva, WI 53147	945 Clover St Lake Geneva, WI 53147
ZA269400002	Signature Investments, LLC	822 Williams St Lake Geneva, WI 53147 & 820 Williams St Lake Geneva, WI 53147	4793 E. Clayton Rd Fitchburg, WI 53711
ZRA 00018	KBSK, LLC	824 Williams St Lake Geneva, WI 53147	824 Williams St Lake Geneva, WI 53147
ZF00010	Scott J. Lancour Debra S. Lancour	829 Williams St Lake Geneva, WI 53147 & 825 Williams St Lake Geneva, WI 53147	829 Williams St Lake Geneva, WI 53147
ZF00027	Rick J. Murphy Trust Nancy H. Murphy Trust	801 Williams St Lake Geneva, WI 53147	260 Granville Way San Francisco, CA 94127
ZF00012	Nicole P. Smith Trust	744 Henry St Lake Geneva, WI 53147	1110 Williams St Lake Geneva, WI 53147
ZF00026	Paul Grosso	741 Marshall St Lake Geneva, WI 53147	1005 Edward Rd Prospect Heights, IL 60070
ZF00025	Tony R. Holbrook Diana Holbrook	739 Marshall St Lake Geneva, WI 53147	739 Marshall St Lake Geneva, WI 53147
ZF00024	Shirley A. Kitzman Mark W. Kitzman	729 Marshall St Lake Geneva, WI 53147	729 Marshall St Lake Geneva, WI 53147
ZF00029A	City of Lake Geneva	730 Marshall St Lake Geneva, WI 53147	626 Geneva St Lake Geneva, WI 53147
ZF00029	Robert Klabunde Karen Klabunde	744 Marshall St Lake Geneva, WI 53147	PO Box 395 Genoa City, WI 53128
ZF00038	Jimmy L. Walther Vicki L. Walther	727 Ann St Lake Geneva, WI 53147	727 Ann St Lake Geneva, WI 53147
ZF00039	Michael S. Pody	735 Ann St Lake Geneva, WI 53147	PO Box 685 Lake Geneva, WI 53147
ZF00040	Susan Jacobs	741 Ann St Lake Geneva, WI 53147	PO Box 685 Lake Geneva, WI 53147

ZF00041	Susan R Jacobs	747 Ann St Lake Geneva, WI 53147 & 747 ½ Ann St Lake Geneva, WI 53147	PO Box 685 Lake Geneva, WI 53147
ZF00043	Steven Singleton Wendy Singleton	753 Ann St Lake Geneva, WI 53147	753 Ann St Lake Geneva, WI 53147
ZF00042	Samantha Strenger	715 Williams St Lake Geneva, WI 53147	615 Center St Lake Geneva, WI 53147
ZF00028B	Robert J. Klabunde	721 Williams St Lake Geneva, WI 53147	Box 395 Genoa City, WI 53128
ZF00028A	Robert J. Klabunde	719 Williams St. Lake Geneva, WI 53147	Box 395 Genoa City, WI 53128

Conditional Use Application

Final Audit Report

2021-12-17

Created:	2021-12-16
By:	Kendra Whittier (kwhittier@thorpechristian.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADyvWpQMBbfNkCfGngXsKpbWUu-kXuZkz

"Conditional Use Application" History

-  Document created by Kendra Whittier (kwhittier@thorpechristian.com)
2021-12-16 - 9:24:00 PM GMT- IP address: 47.49.41.98
-  Document emailed to Justin LaNasa (hardwire77@yahoo.com) for signature
2021-12-16 - 9:27:19 PM GMT
-  Email viewed by Justin LaNasa (hardwire77@yahoo.com)
2021-12-17 - 4:26:44 AM GMT- IP address: 185.30.176.27
-  Document e-signed by Justin LaNasa (hardwire77@yahoo.com)
Signature Date: 2021-12-17 - 4:27:38 AM GMT - Time Source: server- IP address: 107.134.17.7
-  Agreement completed.
2021-12-17 - 4:27:38 AM GMT



Adobe Sign

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay, WI 53191 for a request to construct a pier at 978 N. Knoll Ln. in the Estate Residential – 1 (ER-1) zoning district. Tax Key No. ZYUP00106J			
Committee:	Plan Commission approved March 21, 2022		
Fiscal Impact:	N/A		
File Number:	22-R22	Date:	March 28, 2022

WHEREAS, the City Plan Commission has considered the application filed by Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay, WI 53191, for a request to construct and addition to the pier at 978 N. Knoll Ln. 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 March 10, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Conditional Use Permit (CUP) filed by Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay, WI 53191 for a request to construct a pier at 978 N. Knoll Ln. in the Estate Residential – 1 (ER-1) zoning district,

Tax Key No. ZYUP00106J

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 28th day of March, 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: March 21, 2022

Agenda Item #7

Applicant:

Leigh Gignilliat
3 N. Walworth Ave
Williams Bay, WI 53191

Request:

978 Knoll Lane, Lake Geneva, WI 53147
Proposed Conditional Use Permit for Pier Addition

Description:

The applicant is submitting for a Conditional Use Permit (CUP) request to allow for a pier installation for the property located at 978 Knoll Lane in the Estate Residential-1 (ER-1) zoning district. The addition will be added to the north side of the pier. The pier is shared with the neighboring property to the south.

The DNR has approved the request as submitted.

Staff Review:

The proposed use complies with the requirements of Section 98-206(10)(m) pertaining to Piers and Wharves.

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 CUP;
- Include *findings* required by the Zoning Ordinance for 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.

Staff recommends no additional conditions of approval be attached.

Suggested Motions:

- *Approve:* I recommend approval of the proposed *Conditional Use Permit for Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay WI 53191, for a proposed pier addition for the property located at 978 N Knoll Ln., in the Estate Residential-1(ER-1) zoning district, Tax Key No. ZYUP00106J, 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 for Leigh Gignilliat, 3 N. Walworth Ave. Williams Bay WI 53191, for a proposed pier addition for the property located at 978 N Knoll Ln., in the Estate Residential-1(ER-1) zoning district, Tax Key No. ZYUP00106J, 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

978 N Knoll Lane

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

978 N Knoll Lane

246P001067

Name and Address of Current Owner: LAKEWOOD RESORT INC.

3 N WILLOW AVE, WILLIAMSBURG, WI 53191

Telephone No. with area code & Email of Current Owner: 312-671-1818

Owner Signature: [Signature]

Name and Address of Applicant:

LEIGH R. GONIMUS

3 N WILLOW AVE, WILLIAMSBURG, WI 53191

Telephone No. with area code & Email of Applicant: 312-671-1818

64206LOPM@GMAIL.COM

Proposed Conditional Use: PICK ADDITION (SEE ATTACHED DRAINAGE)

Zoning District in which land is located: SF-4

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

NONE

Short statement describing activities to take place on site:

Applicant seeks to add a pick addition to the existing SHARED PIER WITH NEIGHBOR TO THE SOUTH, NEWLY DOCKED

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

2/4/22
Date

Jerry Dempster

[Signature]
Signature of Applicant

Jerry Dempster

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

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- ____ 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: _____
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II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 8 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

⇓

Draft Final Packet (8 Copies and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

⇓

- ____ (a) A map of the proposed conditional use:
- ____ Showing all lands for which the conditional use is proposed;
 - ____ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
 - ____ Map and all its parts are clearly reproducible with a photocopier;
 - ____ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
 - ____ All lot dimensions of the subject property provided;
 - ____ Graphic scale and north arrow provided.
- ____ (b) A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:
- ____ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;

_____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

_____ (e) Written justification for the proposed conditional use:

_____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (See below)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

SEE ATTACHMENT

2. How is the proposed conditional use, in its specific 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?

SEE ATTACHMENT

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?

SEE ATTACHMENT

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?

SEE ATTACHMENT

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?

SEE ATTACHMENT

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?

SEE ATTACHMENT

IV. FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 1 full scale copy in blueline or blackline of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 8 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 8 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator) Date: _____ by: _____
↓
Draft Final Packet (8 Copies and 1 Digital Copy to Zoning Administrator) Date: _____ by: _____
↓

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.FINAL APPLICATION PACKET INFORMATION

- _____ Receipt of 1 full scale copy in **blueline or blackline** of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- _____ Receipt of 8 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- _____ A digital copy of Final Application Packet shall be emailed to the Building and Zoning Department upon submittal deadline. Date: _____ by: _____

Development Review Committee (DRC) Application

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

Applicant Information

Property Address _____
Applicant name _____
Applicant email _____ Phone Number _____

Architect/Contractor/Designer Name _____
Architect/Contractor/Designer Email _____ Phone Number _____

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

Engineering

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

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

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

Water/Sewer Utilities

If an existing structure please circle the following:

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

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

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

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

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

Attachment to Conditional Use Permit Application for Pier Addition 978 N. Knoll Lane

1. The proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards if the City of Lake Geneva Comprehensive Plan as the proposed conditional use is to extend the shared pier in front of the property so as to allow the owner of 978 Knoll to have private access to the lake front and Lake Geneva so as to conform to the uses of adjacent properties and other properties along the lake front.
2. The proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of The City of Lake Geneva comprehensive plan as the plan contemplates that there are lake front properties that each have private access to Lake Geneva,
3. The proposed conditional use of a pier extension (see attached pier plan) does not result in any adverse impact on nearby properties, the character of the neighborhood, the environment, traffic along the lake or detrimental to the public health, safety if general welfare.
4. The proposed conditional use is consistent with land uses of other neighboring properties as other properties have private piers on the lakefront and would not have any negative impact on the neighborhood.
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 of the improvements, facilities, utilities services provided by public agency serving the 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 of the Applicant's proposal.

Legal Description of The Property:Part of the NW ¼ of Section 1, Township 1 N, Range 17 E Described as: Commencing at the N ¼ Corner of Section 1, South 1192.62 feet, North 89 degrees 48 Minutes 27 Seconds, East 42.40 feet, North 00 Degrees, 03 minutes 47 Seconds, West 439.25 feet, South 89 Degrees 45 minutes, 25 seconds, West 550.83 feet, South 69 Degrees 20 Minutes 43 Seconds, West 214.69 feet, South 89 Degrees 11 Minutes 12 Seconds, West 67.65 Feet, South 0 Degrees 48 Minutes 48 Seconds, East 6 Feet, South 45 Degrees 56 Minutes 42 Seconds, West 63.95 Feet, North 66 Degrees 25 Minutes 18 Seconds, West 241.67' to the point of beginning, South 66 Degrees 25 Minutes 18 Seconds East 241.67 Feet, North 45 Degrees 56 Minutes 42 Seconds East 63.9

PIN: ZYUP 00106J

Approved Design

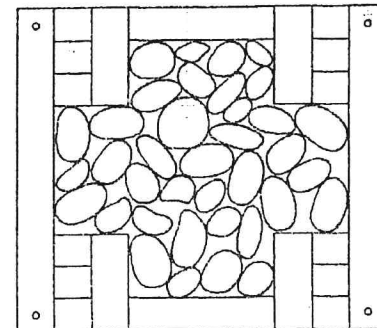


Signature: _____

Date: _____

Crib Sq. Ft.

Pockets for 6x6 Posts Stone (12"-18" Diameter) 1/2" Threaded Rod



Prepared for:

Leigh Gignilliat
978 N Knoll Lane
Lake Geneva, WI 53147

Prepared by:

Gage Marine Corp
1 Leitchy Dr
Williams Bay, WI 53191



LAKE LIFE
BEGINNING WITH
GAGE

August 4, 2021

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
141 NW Barstow St., Room 180
Waukesha, WI, 53188

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



02/14/2022

Leigh Gignilliat
3 N WALWORTH AVE
WILLIAMS BAY, WI 53191
[sent electronically]

IP-SE-2021-65-04362

RE: Application to place a pier on GENEVA LAKE in the City of LAKE GENEVA, Walworth County

Dear Ms. Gignilliat:

The Department of Natural Resources has completed its review of your application for a permit to place a pier on GENEVA LAKE located in the NE 1/4, NW 1/4, Section 01, Township 01, Range 17E, City of LAKE GENEVA, Walworth County. You will be pleased to know your application is approved.

I am attaching a copy of your permit, which lists the many important conditions that must be followed to protect water quality and habitat. **A copy of the permit must be posted for reference at the project site.** Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (262) 354-4569 or you can reach me by email at luke.roffler@wisconsin.gov.

Sincerely,

Luke Roffler
Compliance Team Coordinator

Email CC:
U.S. Army Corps of Engineers
City Zoning Administrator
WDNR Conservation Warden
Pier Docktors

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**PIER PERMIT
IP-SE-2021-65-04362**

Application of Leigh Gignilliat is hereby granted under Sections 30.12 and 30.208, Wisconsin Statutes, a permit to modify an existing pier on GENEVA LAKE located in the NE 1/4, NW 1/4, Sec. 01, T. 01, R. 17E, City of LAKE GENEVA, Walworth County, subject to the following conditions:

PERMIT

1. You must notify Luke Roffler at phone (262) 354-4569 or email luke.roffler@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described **on or before 02/14/2027**. If you will not complete the project by this date, you must submit a written request for an extension prior to expiration of the initial time limit specified in the permit. Your request must identify the requested extension date. The Department shall extend the time limit for an individual permit or contract for no longer than an additional 5 years if you request the extension before the initial time limit expires. You may not begin or continue construction after the original permit expiration date unless the Department extends the permit in writing or grants a new permit.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.
7. **You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway**, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.
9. **You must submit a series of photographs to the Department, within one week of completing work on the site.** The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>140° F) and/or high-pressure water,
- OR -
Allow your equipment to **dry thoroughly for 5 days.**

SPECIFIC PIER CONDITIONS:

13. Electrical, fueling, and waste handling facilities must comply with applicable safety and environmental protection regulations.
14. If foam flotation is used, this material must be completely coated or contained to resist deterioration from the elements and gasoline. A written description of the proposed material must be submitted to the Department for approval prior to use.
15. No mooring buoys beyond those expressly authorized by this permit are allowed without an amendment of this permit.
16. The pier must allow the free movement of water (using a post or pile driven design) and must not entrap vegetation.
17. The pier must not enclose any portion of the navigable waterway.
18. This permit and plans must be encased in plastic and legibly displayed along the water's edge during construction and for 30 days after construction of this pier. The purpose of this condition is to allow Department staff and the public to monitor the project and to ensure compliance with the conditions of the project.
19. This permit authorizes future maintenance to the piers; however, no change can be made to the type of materials, number of slips, or pier configuration without written approval from the Department or amendment of this permit.
20. This pier must not interfere with the rights of other riparians.
21. You must not cover the piers or slips, or allow any buildings or other structures to be placed or constructed on the piers.
22. Dockside pump-out facilities must be well maintained.
23. Piers and pilings are limited to colors which are not visually intrusive as viewed against the shoreline.
24. Lighting for safety or to facilitate docking may be included and should be down focused, non-intermittent white or yellow light.
25. Flotation devices must be securely attached to the pier and maintained in a serviceable condition.
26. Roofs, walls, and advertising signs may not be included on the piers. A sign of reasonable dimensions to identify the property is permissible on the upland area only.

FINDINGS OF FACT

1. Leigh Gignilliat, 3 N WALWORTH AVE, WILLIAMS BAY, WI 53191, filed an application with this Department on 11/11/2021, under sections Sections 30.12 and 30.208, Wisconsin Statutes, to place a pier on GENEVA LAKE located in the NE 1/4, NW 1/4, Sec. 01, T. 01, R. 17E, City of LAKE GENEVA, Walworth County.

2. The applicant proposes to modify an existing pier by adding one slip alongside the existing slip. The new stem will be 6' wide and the slip will match the length of the existing (southern) slip, whereas the width of the slip will be 14'.
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
4. GENEVA LAKE is a navigable water (and no bulkhead exists at the project site).
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. The proposed project will not impact wetlands if constructed in accordance with this permit.
7. The Department of Natural Resources has determined that the agency's review of the proposed project constitutes an integrated analysis action under s. NR 150.20(2), Wis. Adm. Code. The Department has considered the impacts on the human environment, alternatives to the proposed projects and has provided opportunities for public disclosure and comment. The Department has completed all procedural requirements of s. 1.11(2)(c), Wis. Stats., and NR 150, Wis. Adm. Code for this project.
8. The Department of Natural Resources has completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 30.12 and 30.208, Wisconsin Statutes and Chapters NR 102, 103, and 326 of the Wisconsin Administrative Code.

The applicant was responsible for fulfilling the procedural requirements for publication of notices under s. 30.208(5)(c)1m., Stats., and was responsible for publication of the notice of pending application under s.30.208(3)(a), Stats. or the notice of public informational hearing under s.30.208(3)(c), Stats., or both. S. 30.208(3)(e), Stats., provides that if no public hearing is held, the Department must issue its decision within 30 days of the 30-day public comment period, and if a public hearing is held, the Department must issue its decision within 20 days after the 10-day period for public comment after the public hearing. S. 30.208(5)(bm), Stats., requires the Department to consider the date on which the department publishes a notice on its web site as the date of notice.
9. The structure or deposit will not materially obstruct navigation because the length will match the existing slip and the new slip will be replacing the existing boat lift in almost the same location.
10. The structure or deposit will/will not be detrimental to the public interest because the design meets DNR-requested design for Geneva Lake (number of slips at or below reasonable use based on frontage, 6' wide stems, etc.).

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is

sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and sections NR 2.03, 2.05, and 310.18, Wis. Admin. Code, and if the petitioner is not the applicant the petition must include the following information:

1. A description of the objection that is sufficiently specific to allow the department to determine which provisions of this section may be violated if the proposed permit or contract is allowed to proceed.
2. A description of the facts supporting the petition that is sufficiently specific to determine how the petitioner believes the project, as proposed, may result in a violation of Chapter 30, Wis. Stats;.
3. A commitment by the petitioner to appear at the administrative hearing and present information supporting the petitioner's objection.

If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at the Waukesha Service Center, Wisconsin on 02/14/2022.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By: 

Luke Roffler

Compliance Team Coordinator

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Precise Implementation Plan (PIP) filed by Fairwyn SB, Inc. 875 Townline Rd., Suite 103 Lake Geneva, for a request to construct the Clubhouse at 301 Harmony Dr. in the Planned Development (PD) zoning district. Tax Key No. ZSB00334

Committee:	Plan Commission approved March 21, 2022		
Fiscal Impact:	N/A		
File Number:	22-R23	Date:	March 28, 2022

WHEREAS, the City Plan Commission has considered the application filed by Fairwyn SB, Inc. 875 Townline Rd., Suite 103 Lake Geneva, for a request to construct the Clubhouse at 301 Harmony Dr. in the Planned Development (PD) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on March 10, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator, is hereby authorized, to issue a Precise Implementation Plan (PIP) filed by Fairwyn SB, Inc. 875 Townline Rd., Suite 103 Lake Geneva, for a request to construct the Clubhouse at 301 Harmony Dr. in the Planned Development (PD) zoning district,

Tax Key No. ZSB00334

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 28th day of March, 2022.

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

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

Resolution 22-RXX

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 21, 2022

Agenda Item #9

Applicant:

Fairwyn SB, Inc.
875 Townline Road, Suite 103
Lake Geneva, WI

Request:

Symphony Bay Clubhouse
301 Harmony Drive
Precise Implementation Plan

Description:

The applicant is submitting a Precise Implementation Plan (PIP) for an existing Planned Development for the Symphony Bay development, located northeast of the intersection of Edwards Boulevard and Bloomfield Road. An amenity center with a clubhouse and pool, located on Outlot 4 on the eastern side of the Planned Development, was approved as part of the original General Development Plan. Now, a PIP is proposed to establish a specific site plan for the amenity center.

Building elevations for the 10,000-square-foot clubhouse depict a building with grey LP Smart wall shakes, stone veneer, white flashing, white decorative brackets, and a dark grey asphalt shingle roof with metal-roofed dormers. The two-story building has an appearance of a one-story building from the front, but a two-story structure from the rear side, with a second-story rear deck overlooking the pool.

Floor plans depict the following on the first story: lounge area, library, food preparation area, club room, art room, restrooms, office, storage, and the mail room. The mail room will be the central hub for all residents to pick up their mail and packages, per United State Postal Service requirements. The second story includes a fitness room, dance studio, locker rooms, showers, and restrooms. The grounds include an outdoor pool, pickleball courts, bocce courts, and a surface parking lot.

A bicycle/pedestrian path is proposed as part of this phase along the eastern edge of the clubhouse property (Outlot 4). Outlot 3, immediately to the east, contains environmental features and has been dedicated to the public as park and open space area. The path will provide views of the open space to the east and will be connected to the City's bicycle and pedestrian network.

The site contains one vehicle access point (driveway) onto Harmony Drive. Sidewalks are proposed along the eastern side of Harmony Drive (north-south), and pedestrian paths connecting to the Harmony Drive sidewalk are proposed north of the driveway and about 60 feet south of the driveway. A crosswalk across Harmony Drive north of the driveway is proposed.

Greenspace: Outlot 4 is three acres. Proposed impervious surface area is 41.3% and the proposed landscape surface area is 58.7%. Landscaping Plans show generous landscaping that well exceeds the minimum requirements for a comparable use of this scale.

Parking: 56 parking spaces are proposed at the front of the clubhouse. Parallel parking spaces close to the front entrance are designed for residents picking up their mail.

Lighting: Dark sky certified lighting will be provided on poles in the parking lot, pool area, and at the clubhouse entrance.

Fencing: The pool will be enclosed with a black metal fence. Trash enclosure fencing will be solid wood.

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 Planned Office (PO) zoning district – which is often applied to large institutional developments – provides that comparison zoning district. The project is requesting the following flexibility:

1. 56 parking spaces would be provided instead of the required 60 parking spaces required for an Indoor Institutional land use (community center with pool and outdoor bocce and pickleball courts).

All other zoning requirements are met.

Staff Review:

Staff reviewed the following application materials:

1. Application Form
2. Project Narrative
3. Outlot 4 Image
4. Building Elevations And Floorplans
5. Clubhouse Exterior Building Materials
6. Exhibit 1 Legal Description
7. Exhibit 2 Property Maps And Adjacent Property Data
8. Exhibit 3 Clubhouse GDP (Conceptual Site Plan)
9. Exhibit 4 Pip Engineering Plan Set
10. Fence Exhibit
11. Landscape Plan

The proposed land uses are consistent with what was approved as part of the GDP. The proposed PIP site plan appears to provide *more* landscape surface area and *less* building and pavement coverage than conceptually proposed in the GDP. This is an improvement over the GDP, as it will support the recreational character of the site as well as the City's water quality goals.

During initial development review, Staff suggested several improvements to bicycle and pedestrian connections within the site, which the Applicant has made. The proposed trail network on the PIP differs somewhat from the conceptual trail shown on the GDP. The conceptual trail shown on the GDP shows the trail encircling the clubhouse property, but given the fact that the clubhouse is private and available to Symphony Bay residents only, the proposed trail has been shifted to the eastern side of the property, and it will be connected to the clubhouse area and the rest of the development to the west via the onsite

sidewalk network. Bicycle and pedestrian connectivity throughout Symphony Bay is a recommendation in the City's Bicycle and Pedestrian Plan (2018). Staff feels that while the north-south and east-west connections throughout Symphony Bay are a high priority, the trail encircling the clubhouse is not necessary for citywide bicycle and pedestrian connectivity; therefore Staff is comfortable with this change. Completing the north-south trail included as part of this PIP approval, and Staff feels that this portion of the trail should be completed as soon as possible after construction is complete on the clubhouse and pool in order to complete this important bicycle and pedestrian link.

The proposed parking lot includes 56 parking spaces. The parking requirements for an Indoor Institutional land use is one space per 250 square feet of gross floor area, plus employee parking. Therefore, the 10,000 sf community center with a 2,000 sf pool would require 48 parking spaces. The outdoor bocce and pickleball courts would typically require 3 spaces per court, or 12 parking spaces. The total required amount of parking would therefore be 60 spaces. However, given the fact that the clubhouse will rarely operate a full capacity, and that there would be minimal parking needs for employees, Staff feels that 56 parking spaces are sufficient. It is anticipated that many residents will walk to the clubhouse, especially in warmer weather months, which would complement the busy times for the pool, pickleball, and bocce courts.

Staff recommends approval of the PIP, as it is consistent with the GDP that was approved previously. The proposed clubhouse building will be constructed of high-quality exterior materials, will create a positive visual impact, and will be a prominent landmark within the development. The clubhouse, pool, and outdoor courts will provide a social and recreational amenity for Symphony Bay residents. Completion of the trail will provide a vital, north-south bicycle and pedestrian connection for all Lake Geneva residents.

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 PIP
- Include *findings* required by the Zoning Ordinance for PIPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

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.

Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the PIP as submitted, including the granting of the requested zoning flexibility for parking.

Suggested Motions:

- *Approve:* I recommend approval of the *Precise Implementation Plan for Fairwyn SB, Inc. 875 Townline Rd. Suite 103, Lake Geneva to allow for the construction of the proposed Clubhouse at 301 Harmony Dr. for the property located in the Planned Development (PD) zoning district, Tax Key No. ZSB00334*, including the affirmative set of findings, and any additional conditions of approval recommended by staff.
- *Deny:* I recommend denial of the *Precise Implementation Plan for Fairwyn SB, Inc. 875 Townline Rd. Suite 103, Lake Geneva to allow for the construction of the proposed Clubhouse at 301 Harmony Dr. for the property located in the Planned Development (PD) zoning district, Tax Key No. ZSB00334*, 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

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** February 24, 2022

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

CC: Brian Pollard – Fairwyn Homes
Rick Zirk – Fairwyn Homes
Dan Janke, P.E. – Kapur & Associates, Inc.
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 CONDITIONAL APPROVAL – Symphony Bay Clubhouse PIP
Kapur Project #21.0178 PHSE21

BACKGROUND AND REQUEST:

A revision to the PIP application was submitted by Fairwyn for the construction of the Symphony Bay Clubhouse. The site is directly off of Harmony Way (to be constructed in Phase 5 of the Symphony Bay Subdivision) and located in Outlot 4 of the approved Subdivision Plans. The site includes a clubhouse, attached pool, bocce ball court, pickleball court, and 56 proposed parking spaces (two handicap accessible). Utilities are also included in the site plan, with connections to stubbed out 6-inch water and sanitary laterals.

The following plan and calculations were submitted for review:

- **Symphony Bay Clubhouse**, Clubhouse PIP release, prepared by **Kapur**, 6 sheets, dated 2/17/2022.

Comments:

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

General

1. Final plans will be submitted with the same date on all sheets.

Site Plan

2. Pedestrian Crossing Signage shall be installed for the Crosswalk on Harmony Way. The location of the site shall be approved by Public Works.





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 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: Fairwyn SB, Inc.

Address of Applicant: 875 Townline Road

Suite 103

Lake Geneva, WI 53147

Telephone No. (262) 248-5010

Fax and/or email: (262) 248-8082

Name of Owner: Same as applicant

Address of Owner: Same as applicant

Telephone No. () Same as applicant

Fax and/or email: ()

Owner Signature:

Subject property address and/or complete legal description (use attached sheet if necessary):

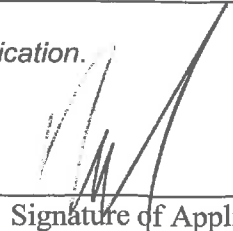
301 Harmony Drive - see atatched Legal Description

Current Zoning District: PD

Fee of \$750.00 payable upon filing application.

10/01/2021

Date


Signature of Applicant

Symphony Bay PIP Request Summary

Symphony Bay is an age targeted, active adult style community approved for a total of 427 single family attached (duplex) and detached homes. The General Development Plan for Symphony Bay was approved on July 27, 2015, and the PIP for most of the property was approved by the City Council on March 14, 2016. That 2016 PIP contained a provision for an amenity Center located on Outlot 4.

A legal description for this 2021 proposed amendment area is attached at Exhibit 1. The general property location, and adjacent property information is attached at Exhibit 2. The property is located within the corporate limits of the City of Lake Geneva, south of Townline Road and north of Bloomfield Road. Current zoning is PD Planned Development. The City has assigned an address of 301 Harmony Drive for this site.

- a) **Amendment Sought:** The project developer, Fairwyn SB, is requesting approval of a precise implementation plan for Outlot 4. This precise plan will replace the concept plan approved as part of the GDP, and the blank lot depicted on the final plat. A depiction of the approved concept plan is attached at Exhibit 3. A plan depicting the location of proposed PIP improvements on Outlot 4 is attached at Exhibit 4
- b) **Project Status:** Fairwyn SB is in the process of completing the development of single-family home sites within Phase 5. Phase 1 through 4 are developed at this time. The 108 single family and Villa lots (116 dwelling units) within Phases 1 and 2 are completed including the final surface of asphalt. Development work for the 44 lots in Phase 3 and the additional 43 lots in Phase 4 are completed and homes in those areas are under construction. At this point in time approximately 175 home sites have been sold. Just over 125 homes are now occupied.

Our offsite lodge located at Buttons Bay is constructed and available for use by Symphony Bay residents.

Construction of Outlot 4 improvements is scheduled for summer of 2022.

- c) **Project Density:** The project density remains unchanged at 2.94 dwelling units per acre (427 total dwelling units on 145.35 acres of land).
- d) **Facility and Uses:**

The proposed clubhouse is nearly 10,000 square feet in size. The building exterior is designed to reflect a nautical design. Site characteristics provide the unique opportunity to create a more visually pleasing building that appears to be one story from the front, but a two-story structure from the rear.

A nearly 2,000 square foot swimming pool is provided at the rear of the building. The pool was designed by Badger Pools who is experienced in the design of pool facilities for communities like Symphony Bay. The pool provides lap swimming opportunities as well

as recreational swimming, low exertion exercise classes, and shallow depth lounging areas. ADA compliant access means are provided in the design.

In addition to the swimming pool, other outside amenities will include bocce ball pits, and pickleball courts. The community walking path is located immediately adjacent the eastern edge of the clubhouse property. Residents will be able to access the facility through the community walking and biking path system. Over 1,400 square feet of viewing deck, screen porch, and grilling area is provided at the upper floor area overlooking the pool area

Inside spaces on the upper floor provide for a large club / gathering area, lounge area, reheating kitchen space. A centralized mail room provides inside space for residents to collect mail and packages. An art room space includes clean up and storage areas not contained in a typical multipurpose room. The library space is also located on this floor. Both the art room and library areas are designed to be multi-purpose and can be utilized for any number of other scheduled uses.

The lower floor is primary dominated by the nearly 1,200 square foot fitness area, and separate 375 square foot dance studio. This level also provides locker room space for the pool and workout areas.

Upon completion, many of the “clubs” that currently utilize our Buttons Bay clubhouse will relocate to this space. The Symphony Bay community currently has many different clubs providing social opportunities for our residents. Current groups and clubs include the bocce ball league, book club, quilting, needlecrafters, bridge and other card games, coffee social club, wine social club, billiards, and walking. Neighborhood leaders are being sought out to add, biking, golf, tennis, and woodworking to the mix. Residents of the community run foods drives etc. for local charities during the holiday season. This space will better serve those charitable activities.

The clubhouse will be always open to residents, but club activities are normally conducted in the afternoon and early evening. With few exceptions club events are concluded by 10:00 PM. We do expect some early AM use of the fitness center, and lap swimmers at the pool during the summer months.

- e) **Facility Loading:** Due to the inclusion of spaces for a wide-ranging number of activity types, the Lake Geneva building code mandates a **maximum** capacity of 222.49 people on the upper level, and 128.90 persons on the lower level. The building size, while significantly oversized for what will typically be utilized daily, is capable of serving as an assembly place for neighborhood meetings etc.

The clubhouse provides office space for a recreation coordinator when the need for that person arises.

In creating a facility that can serve wide ranging uses we added many plumbing fixtures, sinks, and shower facilities. In accordance with State Plumbing Code standard, a 2”

potable water supply line has been provided (a larger line is provided sized for the fire sprinkler system). Water and sewer capacity for the clubhouse were included in the design assumptions for the development infrastructure plans. Experience suggests actual loads will be far less than the design allows for. For example, in contrast to traditional point of destination fitness and pool facilities open to the general public, most residents at these neighborhood centers do not shower at the facility.

- f) **Impact on Nearby Properties and Streets:** Existing rights of way were not impacted by the PIP request. The Symphony Bay plan always anticipated the inclusion of this amenity center. Many residents visiting the clubhouse will walk to the site. Current residents picking up their mail can be seen walking to the common mailbox location even in the winter.
- g) **General Relationship to Approved GDP :** The proposal is consistent with the goals of the current PD Zoning and General Development Plan
- h) **Zoning Standards:** There is no request for additional zoning standard relief from what was previously approved for Symphony Bay.
- i) **Zoning Exemptions:** There is no specific Lake Geneva parking space standard for a “neighborhood only” facility like this. The original plan approved in 2016 included 42 parking stalls. The proposed plan exceeds that approved allocation and provides 56 spaces with expansion potential for an additional 26. While we do not find a particular mandate on parking stalls for this use, we request the increase from 42 to 56 stalls be approved for this facility.
- j) **Ownership Structure:** The facility construction will be funded by and completed by Fairwyn SB, Inc. Upon completion, facility ownership will be transferred to the Symphony Bay Homeowners Association for use solely by Symphony Bay residents and their guests. Ongoing funding of the facility has been accounted for in the current HOA monthly assessment.

Exhibit 1
Legal Description

Outlot 4 of the Symphony Bay subdivision, being a redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin.

Exhibit 2
Property Maps and Adjacent Property Data

See Attached Exhibit 2



- 13
- 50' SINGLE FAMILY
 - 65' SINGLE FAMILY
 - DUPLEX



PROJECT:
SYMPHONY BAY

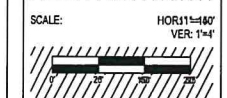
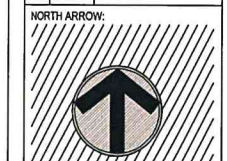
LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:
FAIRWYN

RELEASE:
EXHIBIT

REVISIONS:

#	DATE	DESCRIPTION

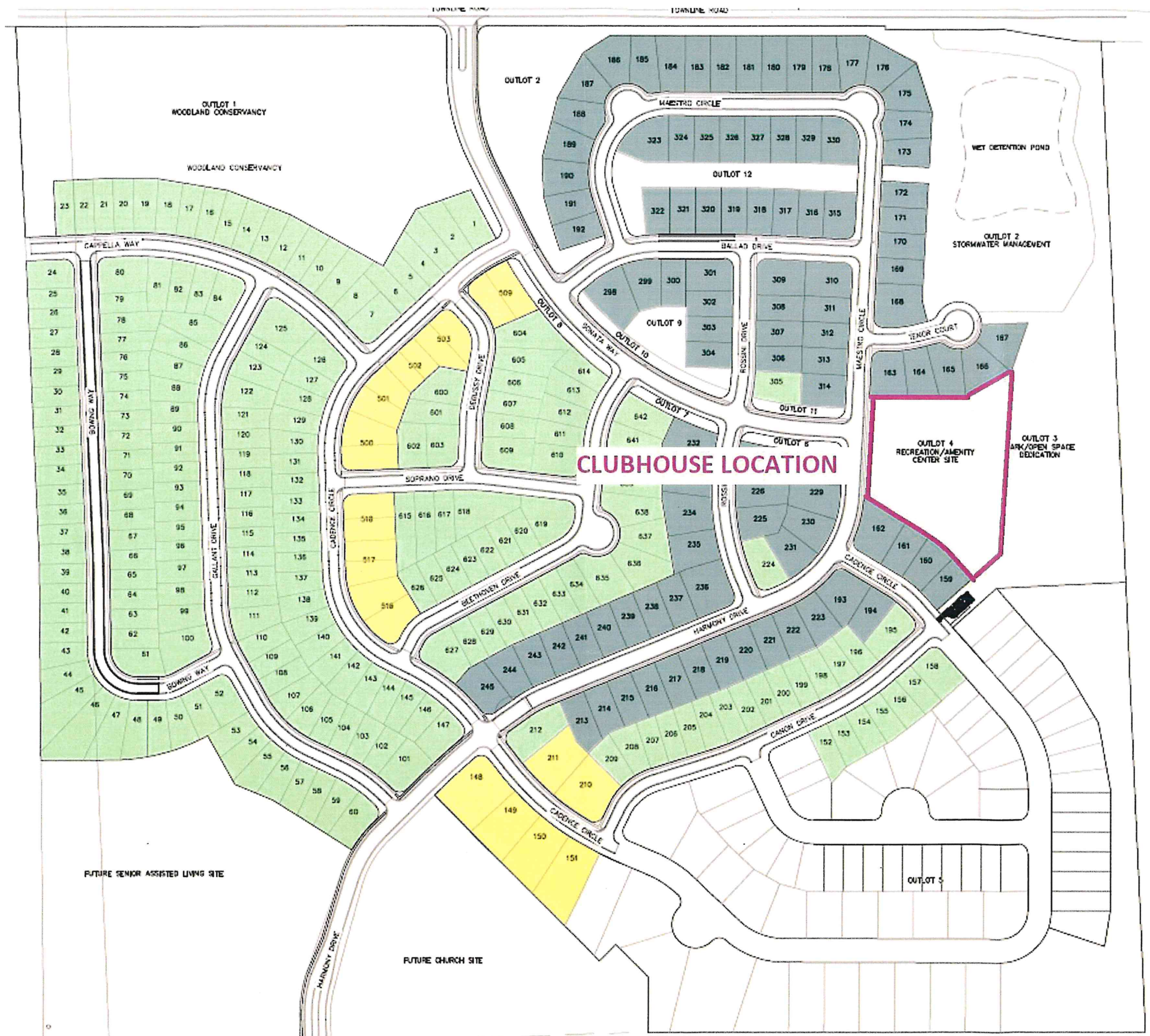


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SHEET:
OVERALL SITE PLAN

PROJECT MANAGER: DMJ
PROJECT NUMBER: 17.0061.04A
DATE: 4-16-2021

SHEET NUMBER:
1.0



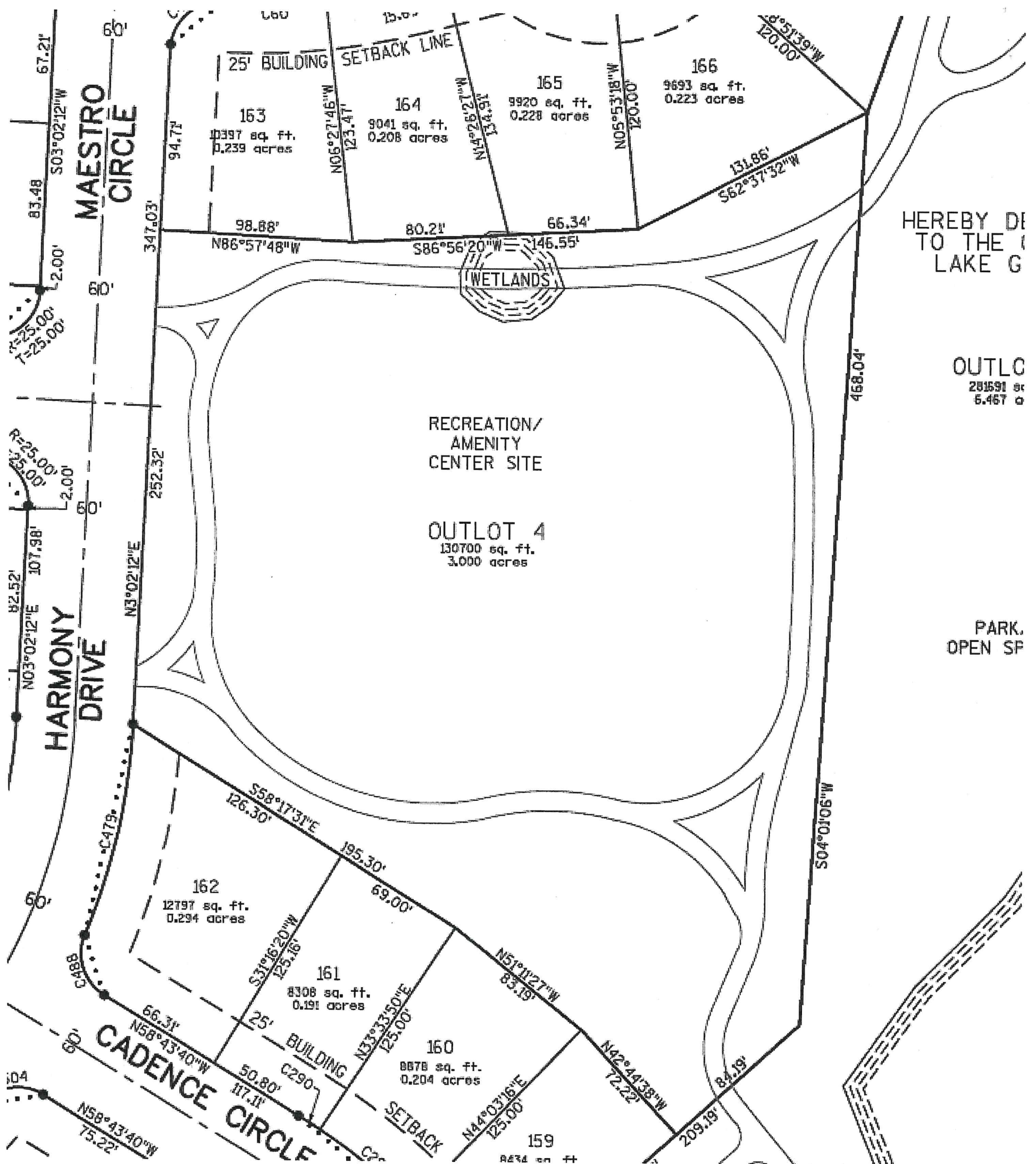


Exhibit 3

Approved 2016 Outlot 4 Concept Plan

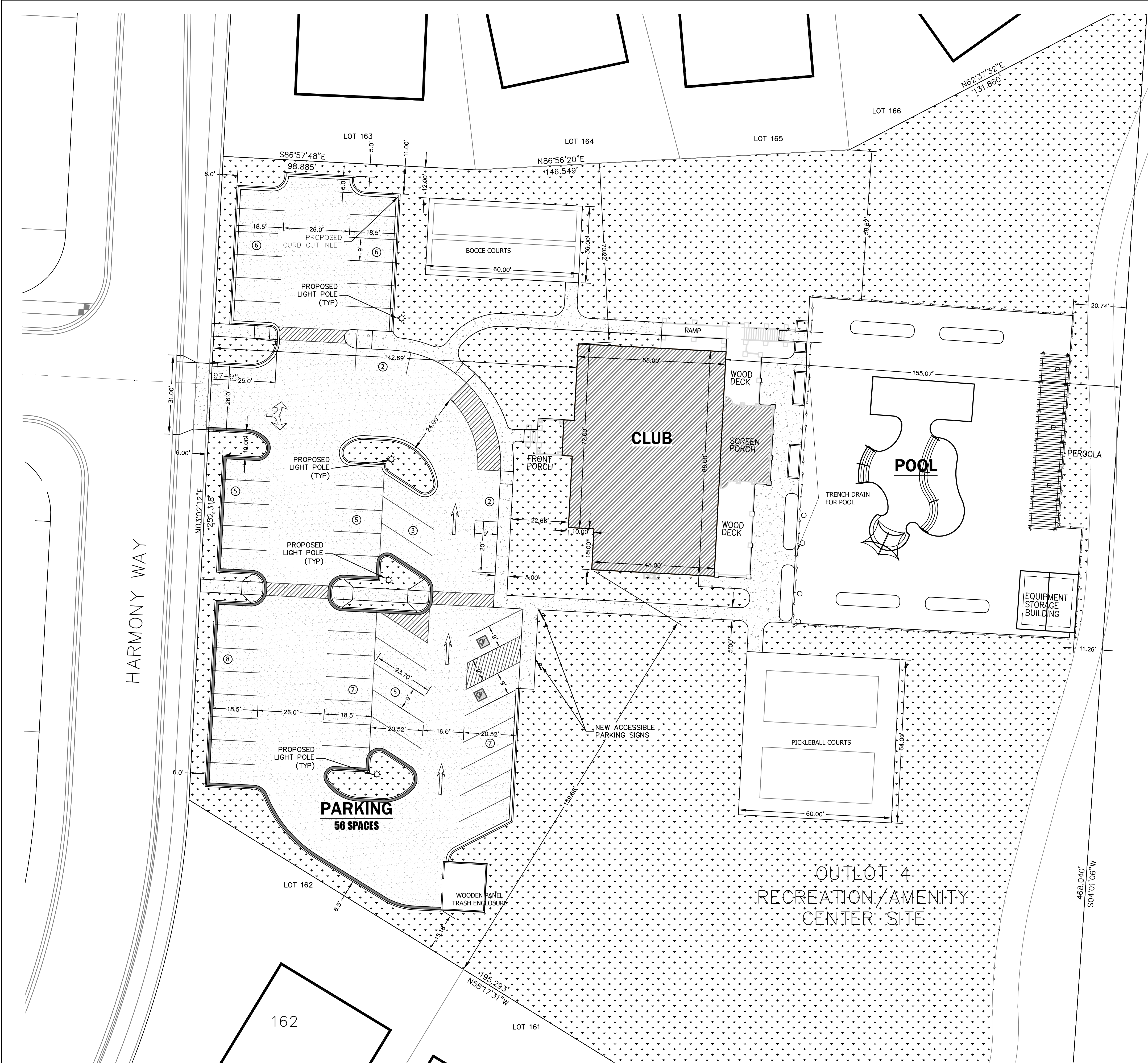


CONCEPTUAL REC CENTER PLAN

SYMPHONY BAY

Exhibit 4
PIP

See Attached Exhibit 4



SITE AREA BREAKDOWN:

LOT SIZE:	3.00 ACRES
PROPOSED IMPERVIOUS AREA:	1.24 AC (54,032 SF)
PERCENT IMPERVIOUS:	41.3%
PROPOSED LANDSCAPE AREA:	1.76 AC (76,710 SF)
PERCENT LANDSCAPE:	58.7%

OUTLOT 3
PARK/OPEN SPACE
DEDICATION

- AREAS DISTURBED BY CONSTRUCTION
(NOT SPECIFICALLY CALLED OUT ON THE LANDSCAPE
PLANS) TO BE RESTORED WITH MINIMUM 4" TOPSOIL,
SEED, FERTILIZER, AND MULCH (TYP). USE SALVAGED
TOPSOIL OR IMPORT TOPSOIL IF REQUIRED.
- NEW ASPHALTIC CONCRETE
SEE DETAIL 1/C104
- NEW CONCRETE SLAB
SEE DETAIL 2/C104
- NEW HIGH-SIDE CURB & GUTTER
SEE DETAIL 3/C104
- NEW LOW-SIDE CURB & GUTTER
SEE DETAIL 3/C104



7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
kapurinc.com

PROJECT:

SYMPHONY BAY
CLUBHOUSE

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

FAIRWYN

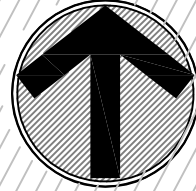
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CLUBHOUSE PIP

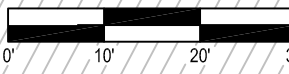
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE: 1" = 20'



SEAL:

all in

SHEET:

SITE PLAN

PROJECT MANAGER: DMJ
PROJECT NUMBER: 17.0061.04A
DATE: 2-4-2022

SHEET NUMBER:

C101

PROJECT:

SYMPHONY BAY
CLUBHOUSE

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

FAIRWYN

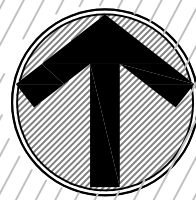
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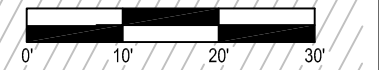
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#	DATE	DESCRIPTION

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SEAL:

all in

SHEET:

GRADING PLAN
AND EROSION
CONTROL PLAN

PROJECT MANAGER:

DMJ

PROJECT NUMBER:

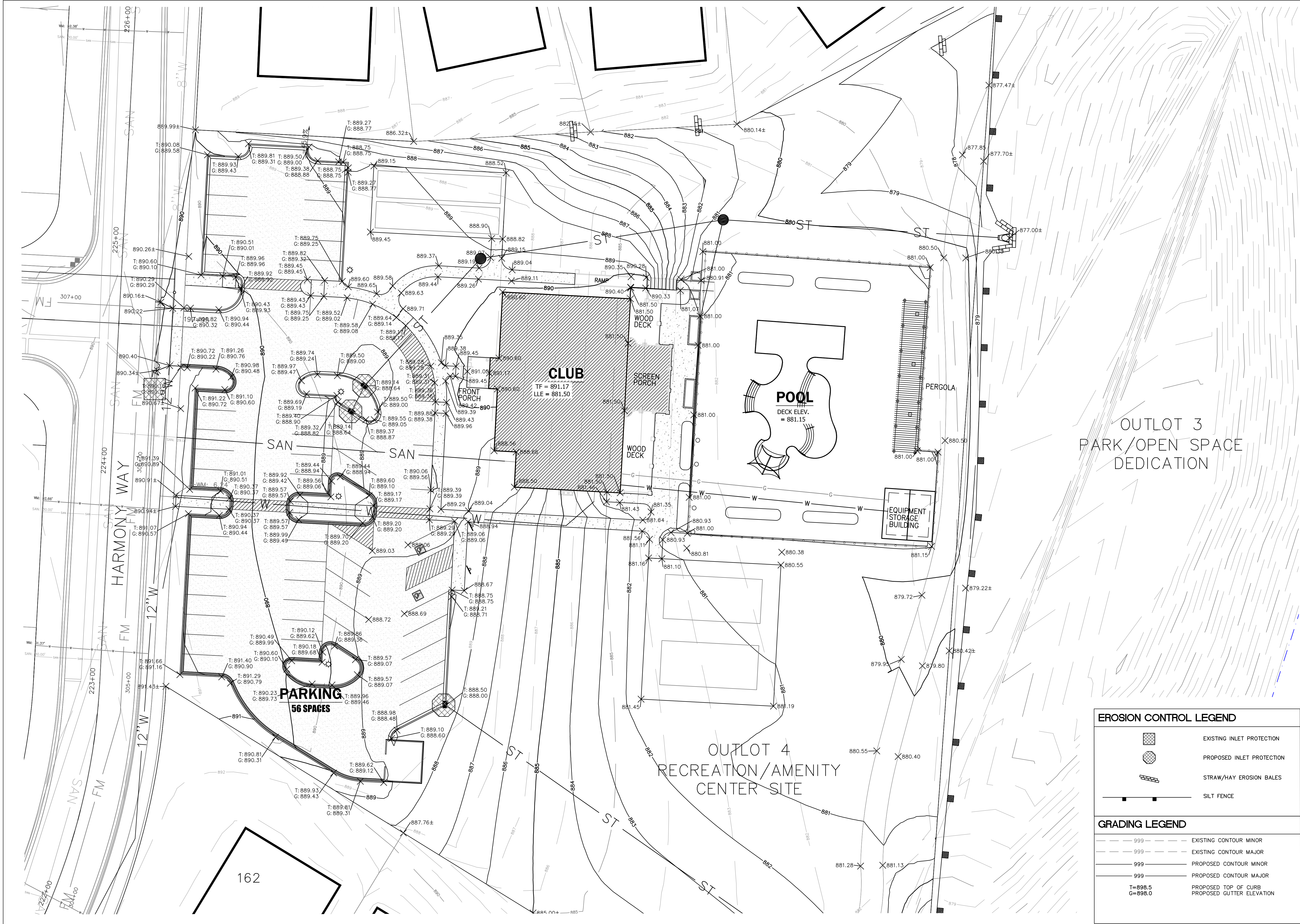
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DATE:

2-4-2022

SHEET NUMBER:

C102





7711 N. Port Washington Road
Milwaukee, Wisconsin 53217

kapurinc.com

PROJECT:

SYMPHONY BAY CLUBHOUSE

LOCATION:

CITY OF LAKE GENEVA, WI

CLIENT:

FAIRWYN

RELEASE:

CLUBHOUSE PIP

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE: 1" = 20'

SEAL:

all in

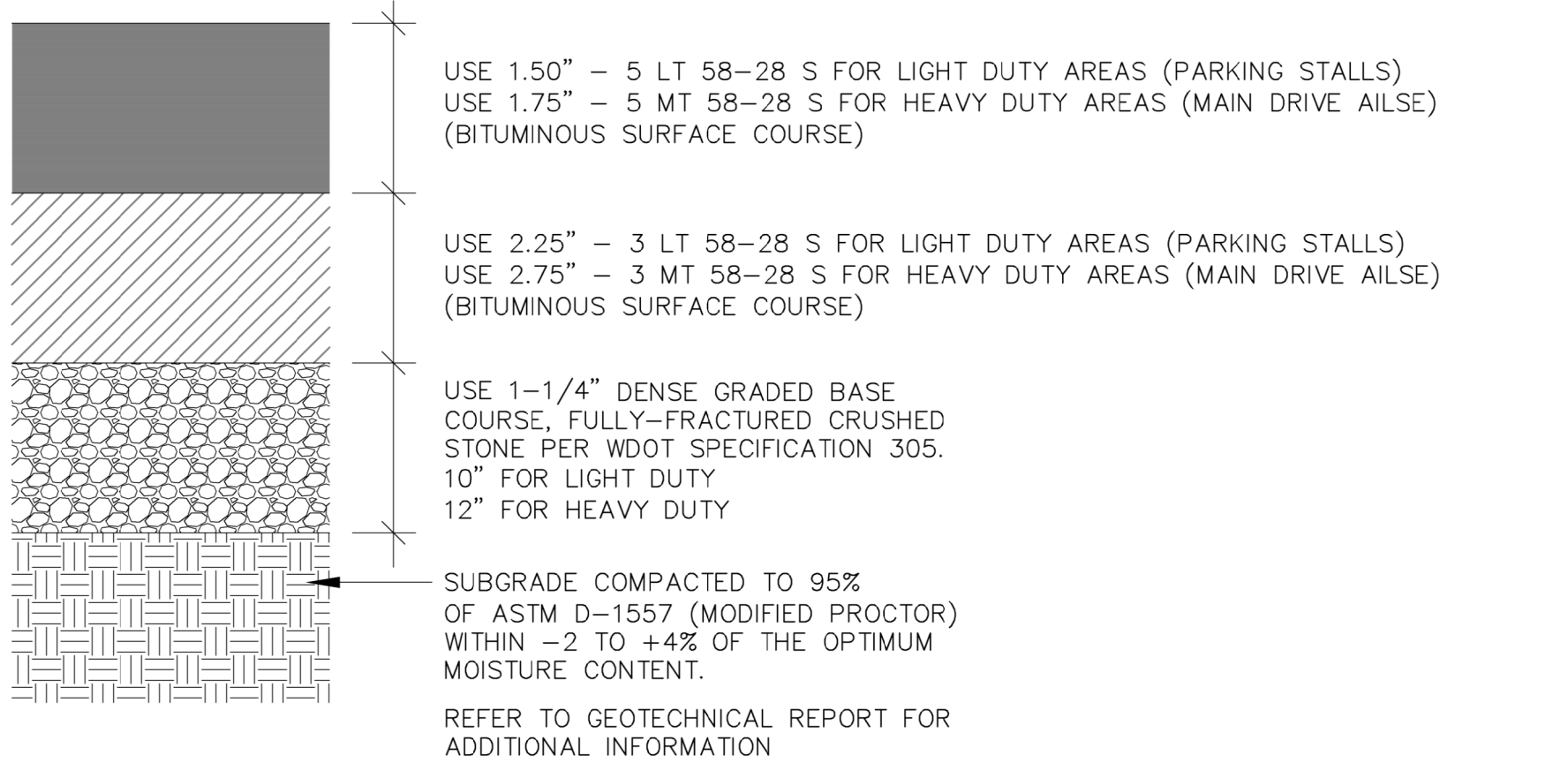
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UTILITY PLAN

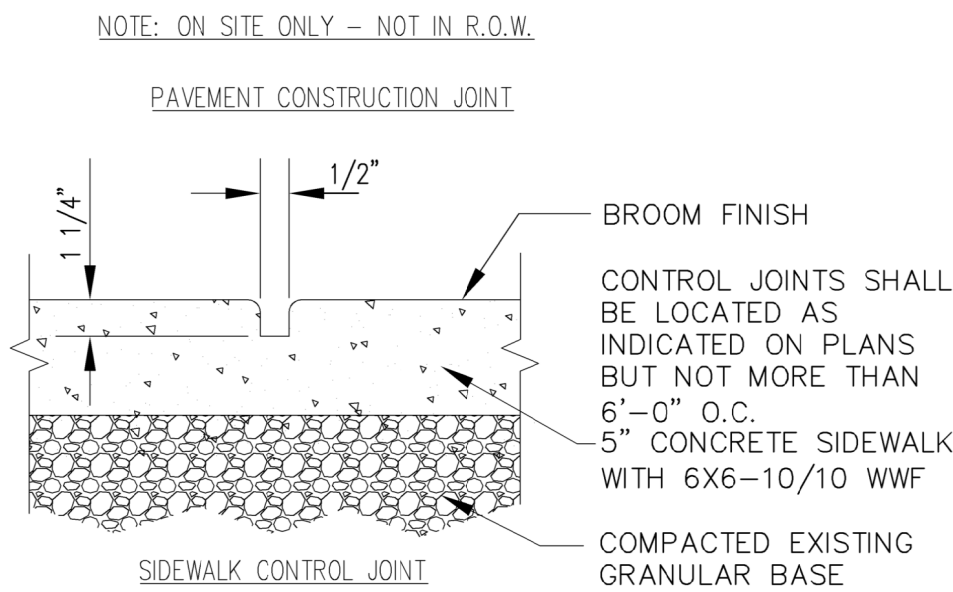
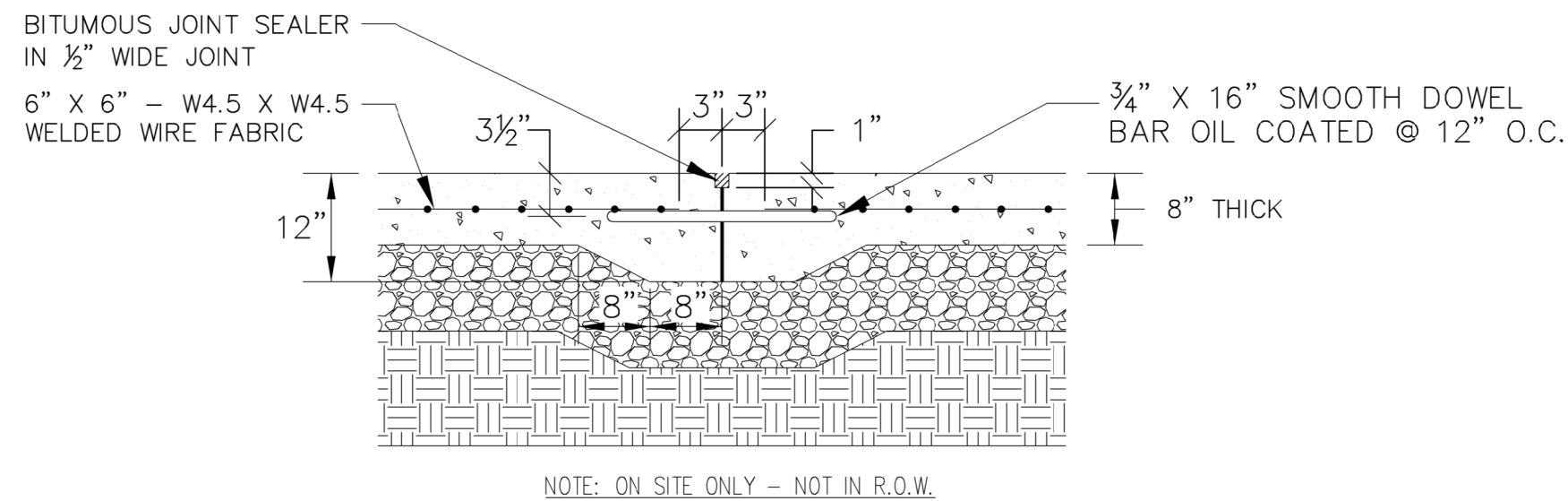
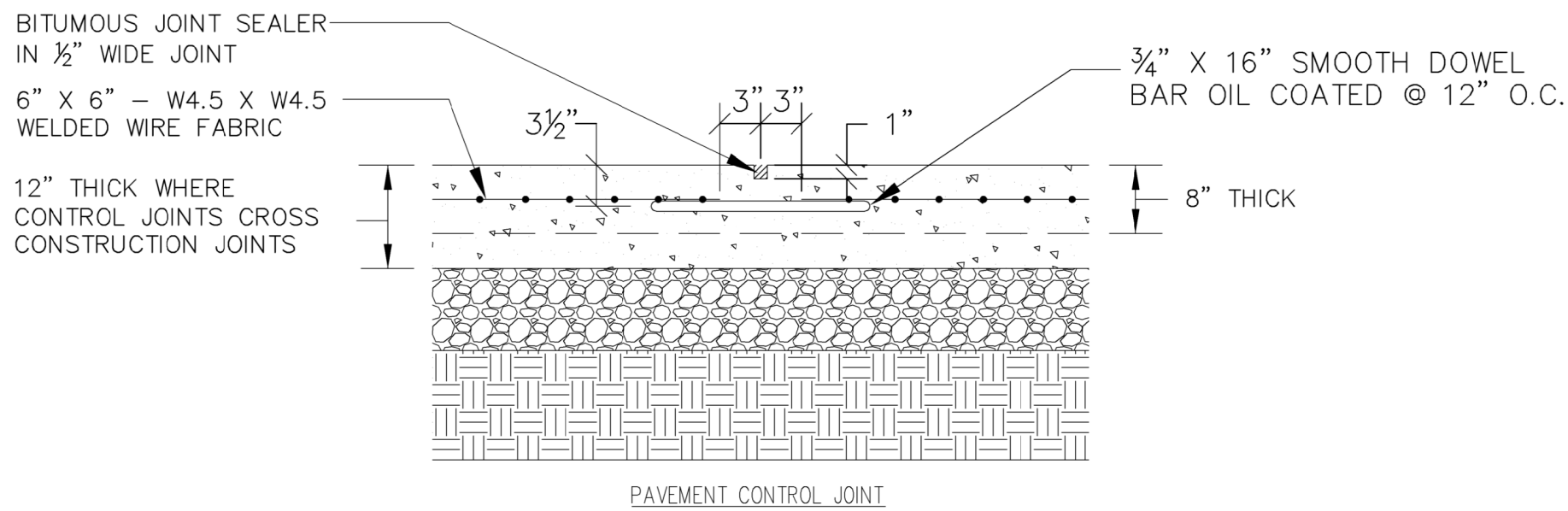
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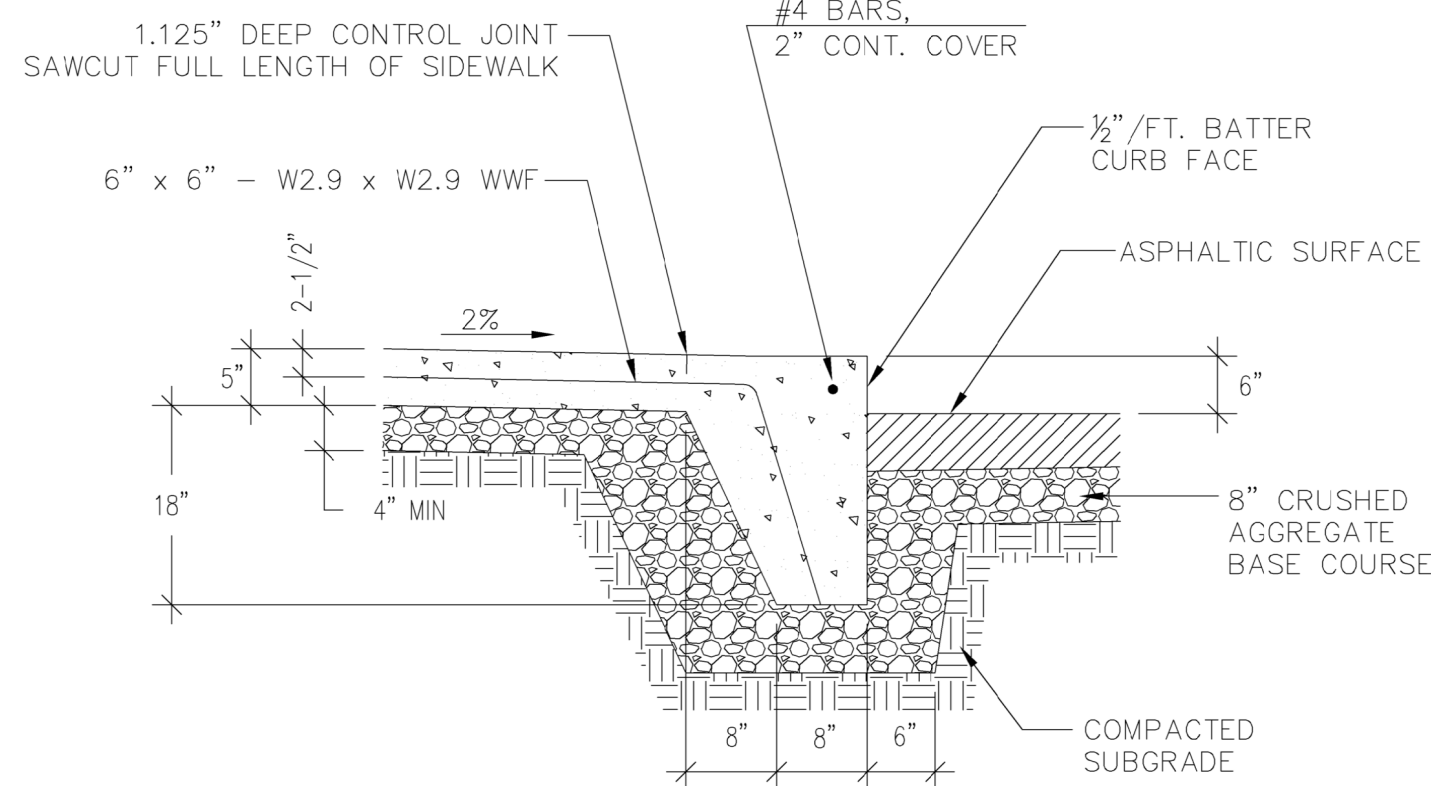
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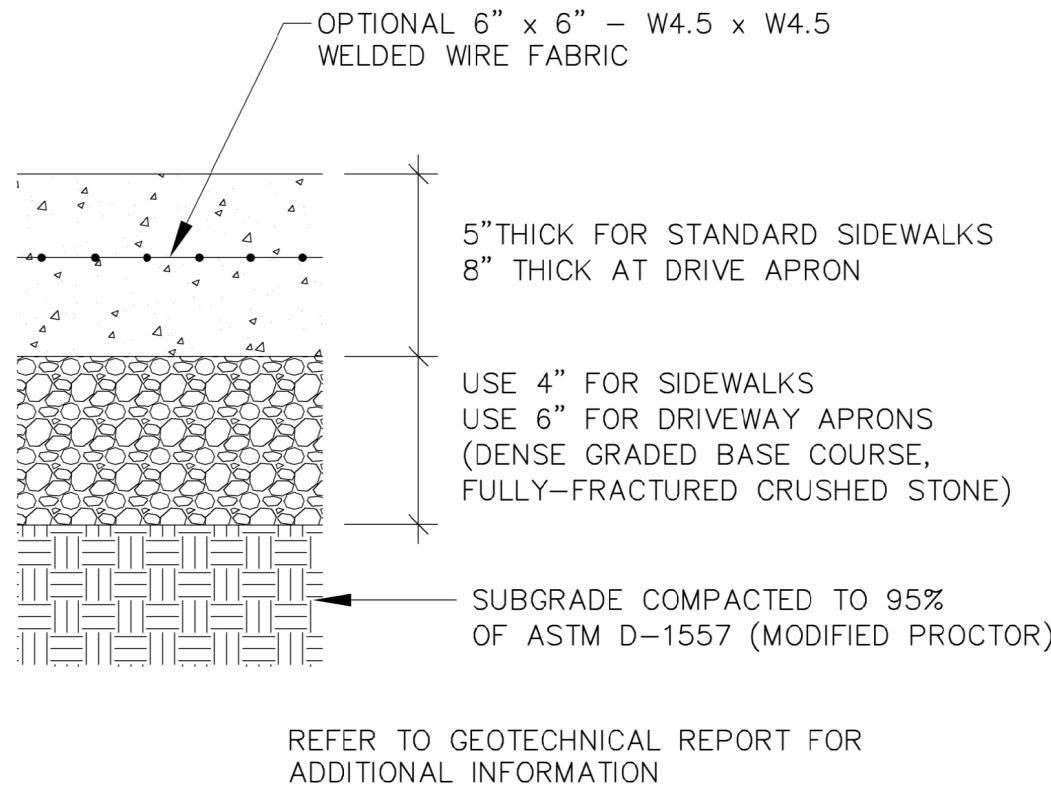
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N.T.S.



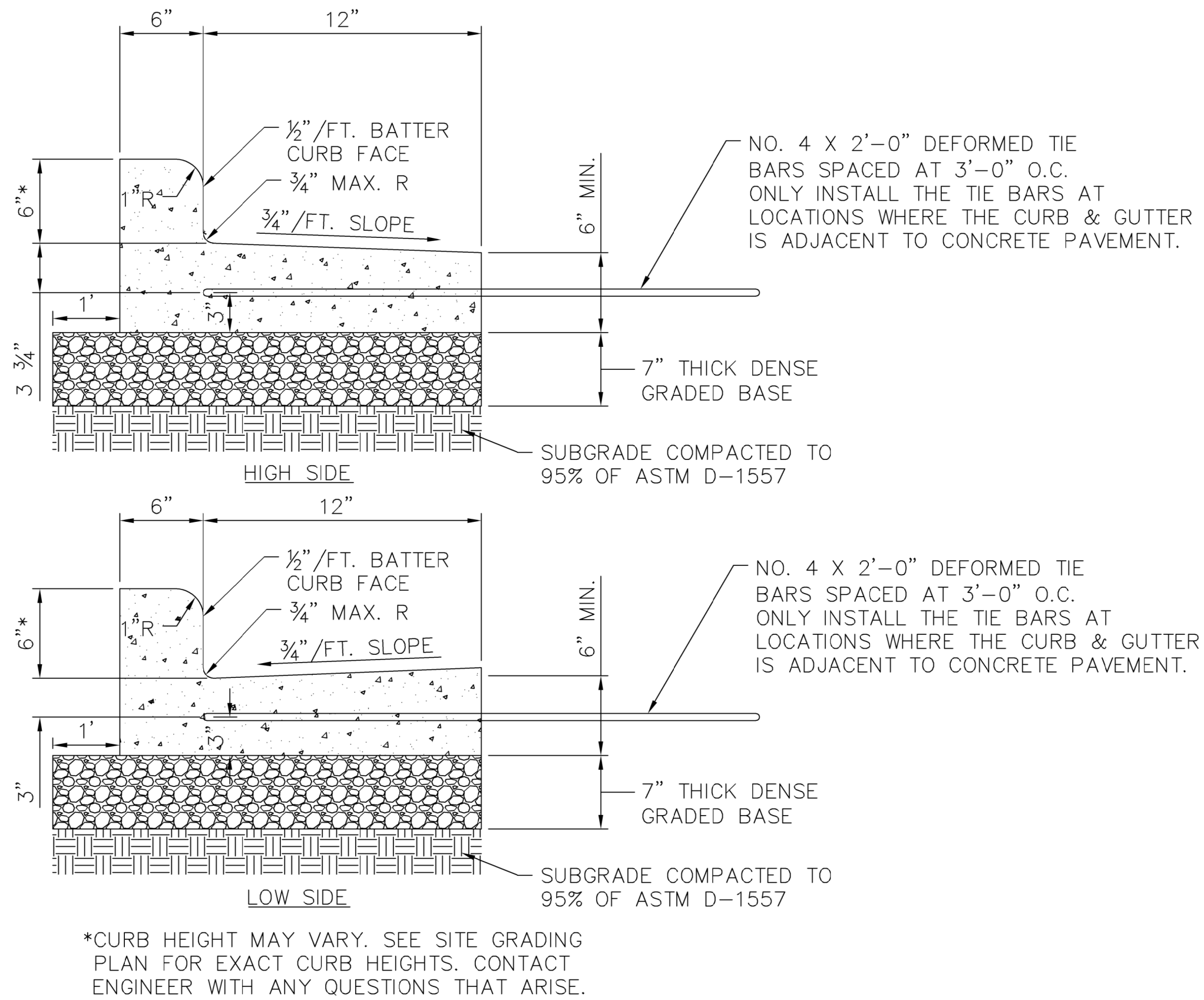
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N.T.S.



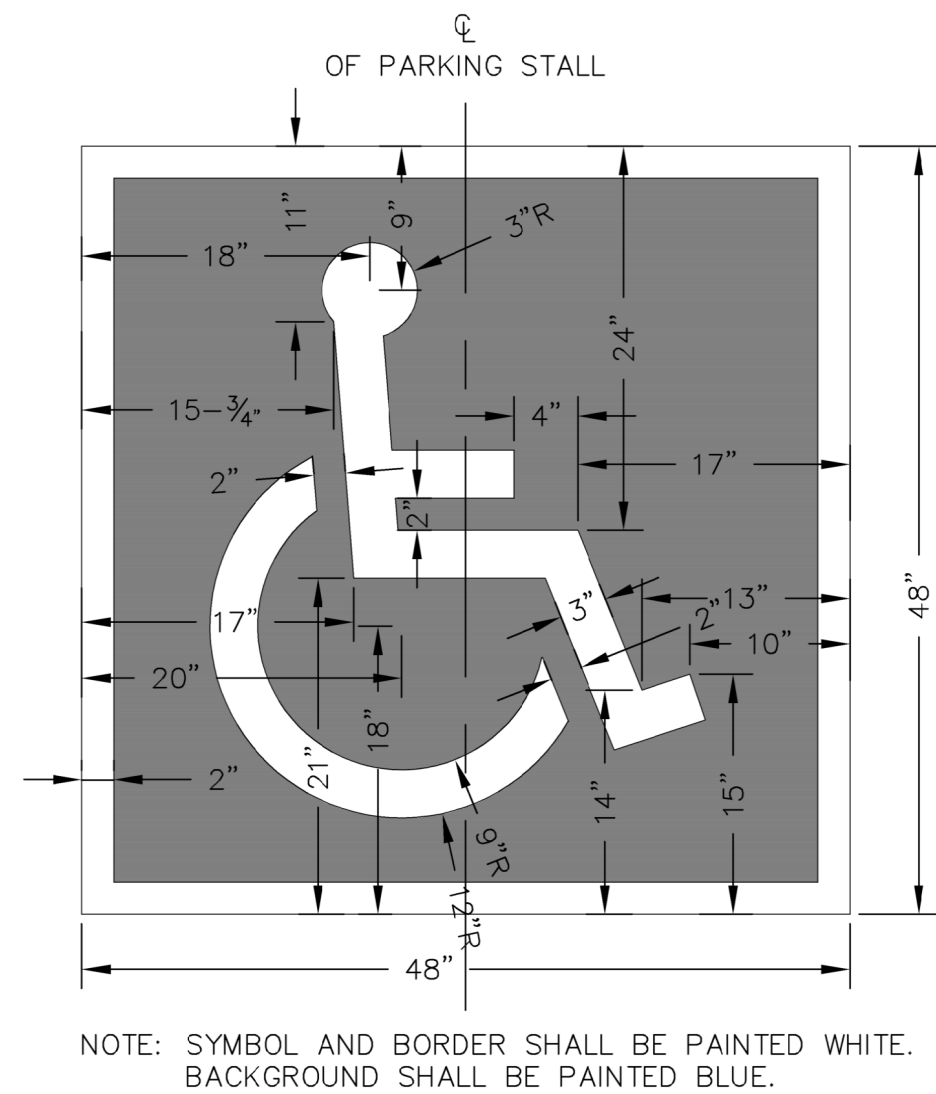
5 CONCRETE SIDEWALK WITH INTEGRAL CURB
N.T.S.



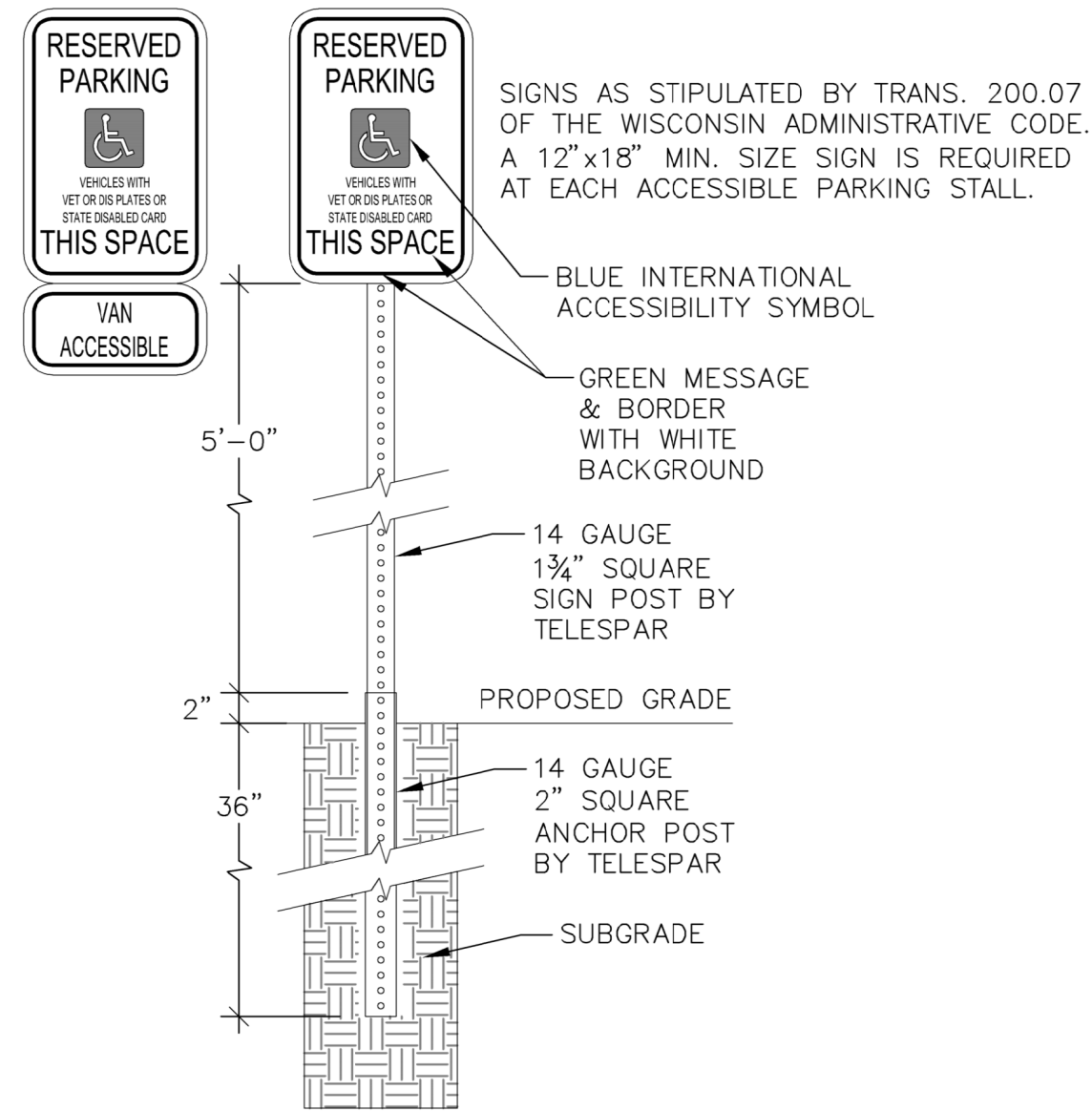
2 CONCRETE SIDEWALK/SLAB
N.T.S.



3 18-INCH BARRIER CONCRETE CURB & GUTTER
N.T.S.

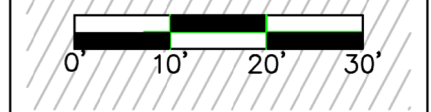
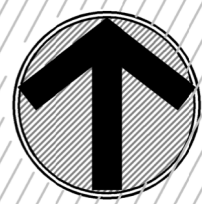


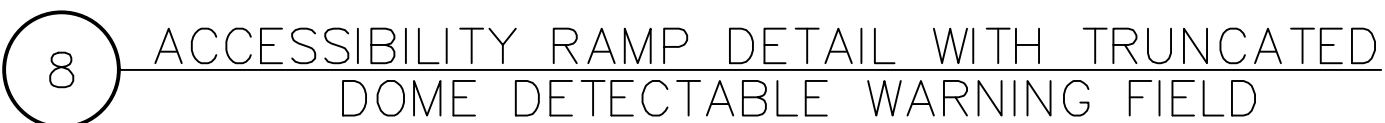
6 INTERNATIONAL ACCESSIBILITY SYMBOL
FOR PARKING STALLS
N.T.S.

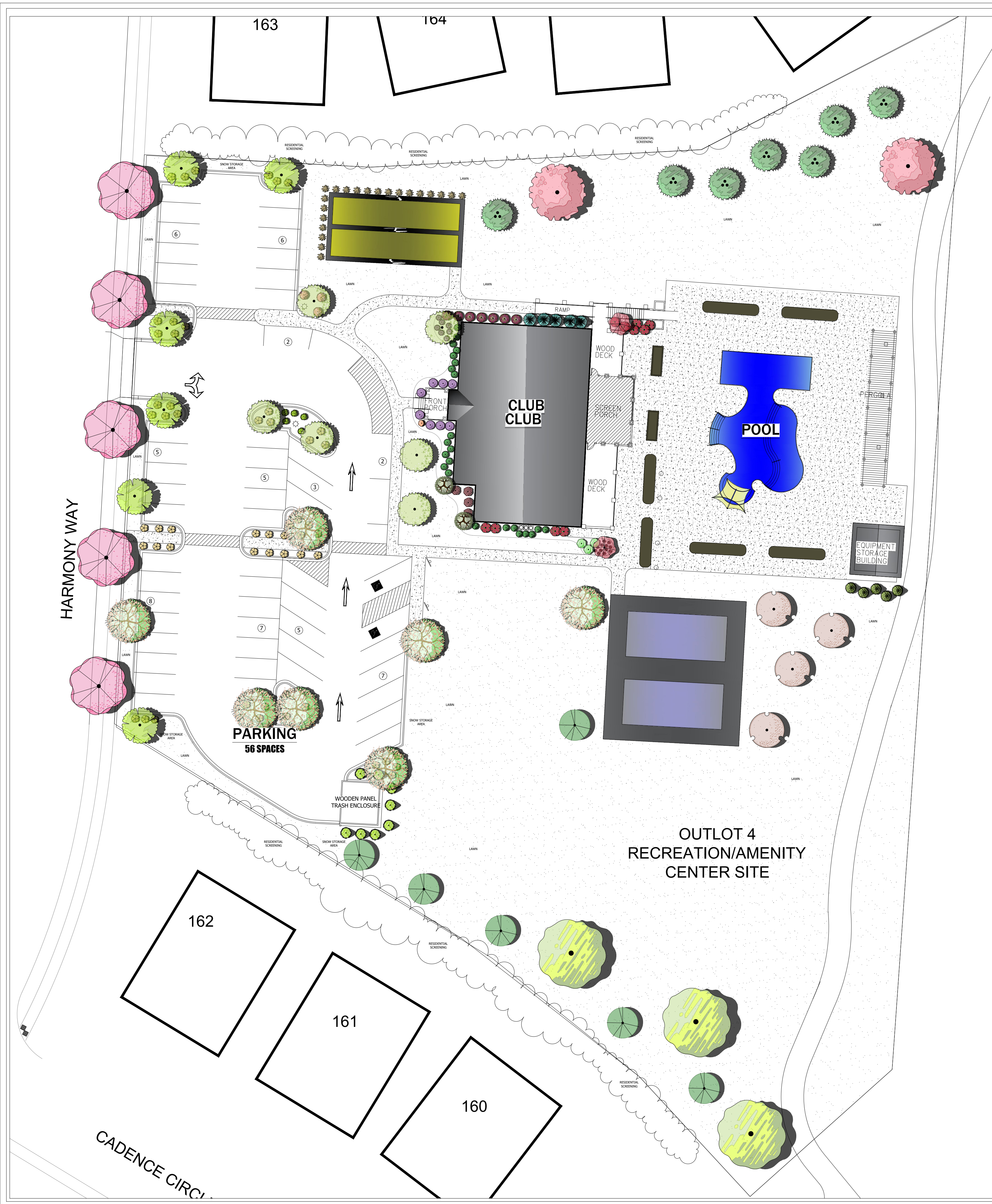


7 ACCESSIBLE PARKING STALL SIGN
N.T.S.

#	DATE	DESCRIPTION







SYMPHONY BAY CLUB HOUSE - LAKE GENEVA, WI
LANDSCAPE CONCEPT PLAN

PLANT SCHEDULE										
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS		
	ACE STA	Acer miyabei 'State Street'	State Street Miyabe Maple	B & B	2.5' Cal	5				
	ACE BLO	Acer palmatum 'Bloodgood'	Bloodgood Japanese Maple	4'		2				
	ACE AR2	Acer rubrum 'Armstrong'	Armstrong Red Maple	B & B	2.5' Cal	7				
	AME PRI	Amelanchier x grandiflora 'Princess Diana'	Princess Diana Serviceberry	6'		4				
	CER EAS	Cercis canadensis	Eastern Redbud Multi-trunk	6'		2				
	GIN PR2	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	B & B	2' Cal	6				
	GLE INE	Gleditsia triacanthos inermis 'Skycole' TM	Skyline Thornless Honey Locust	2.5' Cal	B&B	3				
	JUN SKY	Juniperus virginiana 'Skyrocket'	Skyrocket Juniper	B & B		5				
	QUE RUB	Quercus rubra	Red Oak	B & B	2.5' Cal	2				
	SYR IV2	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	B & B	2' Cal	6		Main Trunk Leader to be Straight. Even Structure Crown. Selective Pruning after planting.		
CONIFERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS		
	PIC ABI	Picea abies	Norway Spruce	6'		7				
	PIC DEN	Picea glauca 'Densata'	Black Hills Spruce	B & B		6				
	THU EM2	Thuja occidentalis 'Emerald'	Emerald Arborvitae	B & B	5'	8				
	THU SUN	Thuja occidentalis 'Sunkist'	Sunkist Arborvitae	5'		5				
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS		
	ARD AUT	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Black Chokeberry	3'		3		Balanced Plant Structure		
	BUX X 4	Buxus x 'Green Mountain'	Boxwood	30"	B&B	8				
	CLE RU4	Clethra alnifolia 'Ruby Spice'	Ruby Spice Clethra	5 gal		7				
	HYD UT	Hydrangea paniculata 'Little Lamb'	Hardy Hydrangea	5 gal		4				
	HYD V17	Hydrangea paniculata 'Vanilla Strawberry'	Vanilla Strawberry Panicle Hydrangea	5 gal	18-24"	10				
	PHY L2	Physocarpus opulifolius 'Little Devil' TM	Dwarf Ninebark	5 gal	Pot	5				
	RHO PJM	Rhododendron azalea 'PJM'	Azalea	5 gal		2				
	RHU GR2	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal		55		Balanced Plant Structure		
	SYR KM	Syringa pubescens 'Miss Kim'	Miss Kim Korean Lilac	5 gal		8				
	THU B16	Thuja occidentalis 'Bobazam'	Mr. Bowling Ball™ Arborvitae	5 gal		15				
ANNUALS/PERENNIALS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS		
	ALL SU7	Allium x 'Summer Beauty'	Summer Beauty Allium	1 gal		7				
	HEU VIL	Heuchera villosa 'Caramel'	Coral Bells	1 gal		12				
	GRASSES									
	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS		
	CAL C15	Calamagrostis canadensis 'Karl Foerster'	Karl Foerster Grass	1 gal		21		Balanced Root and Plant Structure		

General Notes

Dial 811 or (800) 242-8511
www.DiggersHotline.com

Outdoor design build specialists

Division of

28815 Bushnell Road
Burlington, WI 53105

Phone 262.342.1425
Fax 262.539.2665
www.reesmans.com

Drawn by: DK
Checked by:
Approval Date:
Owner Approval Initials:

No.	Revision/Issue	Date
1	UPDATED PLAN	2/2/22

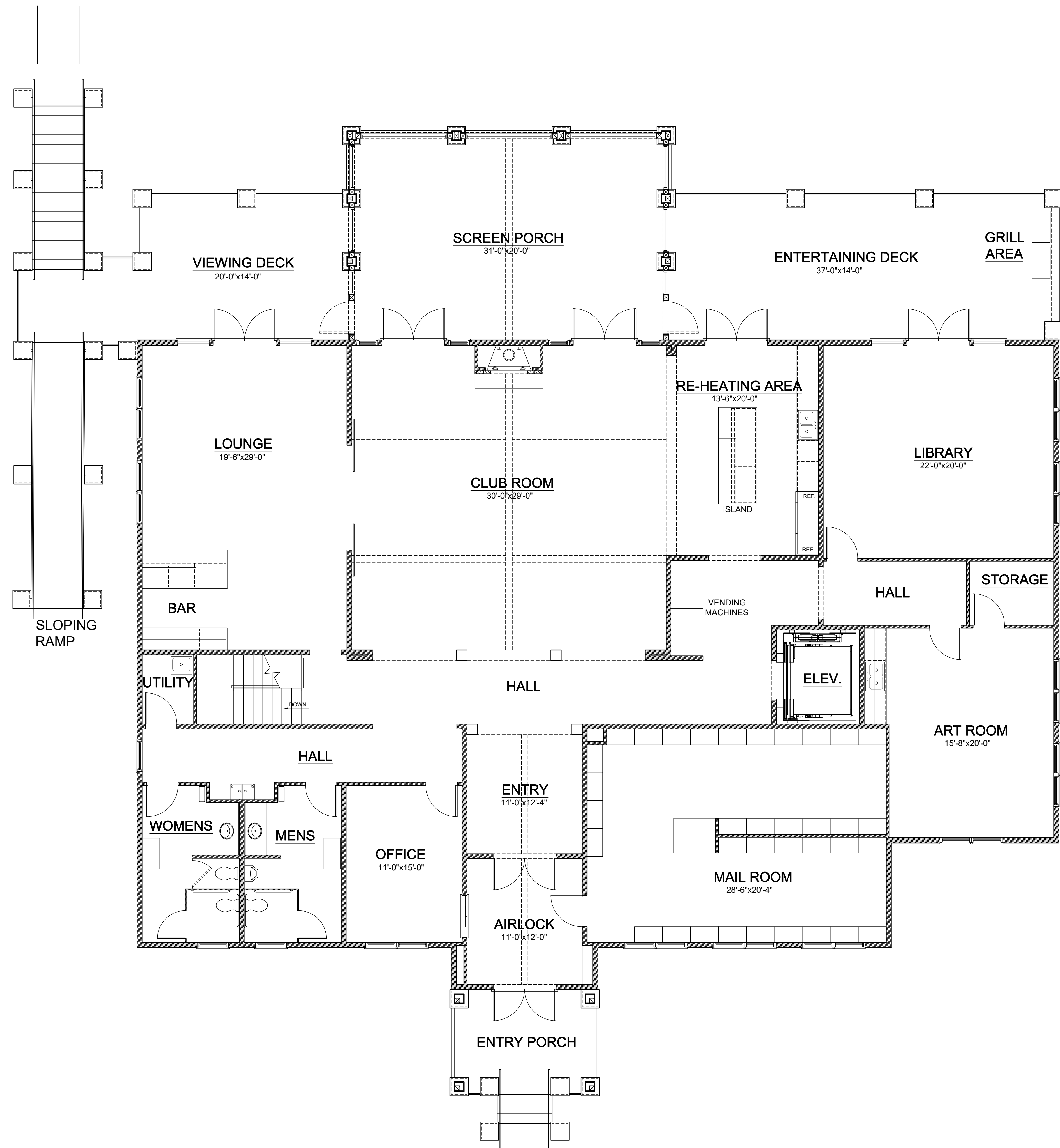
NORTH

SYMPHONY BAY
CLUB HOUSE
LAKE GENEVA, WI

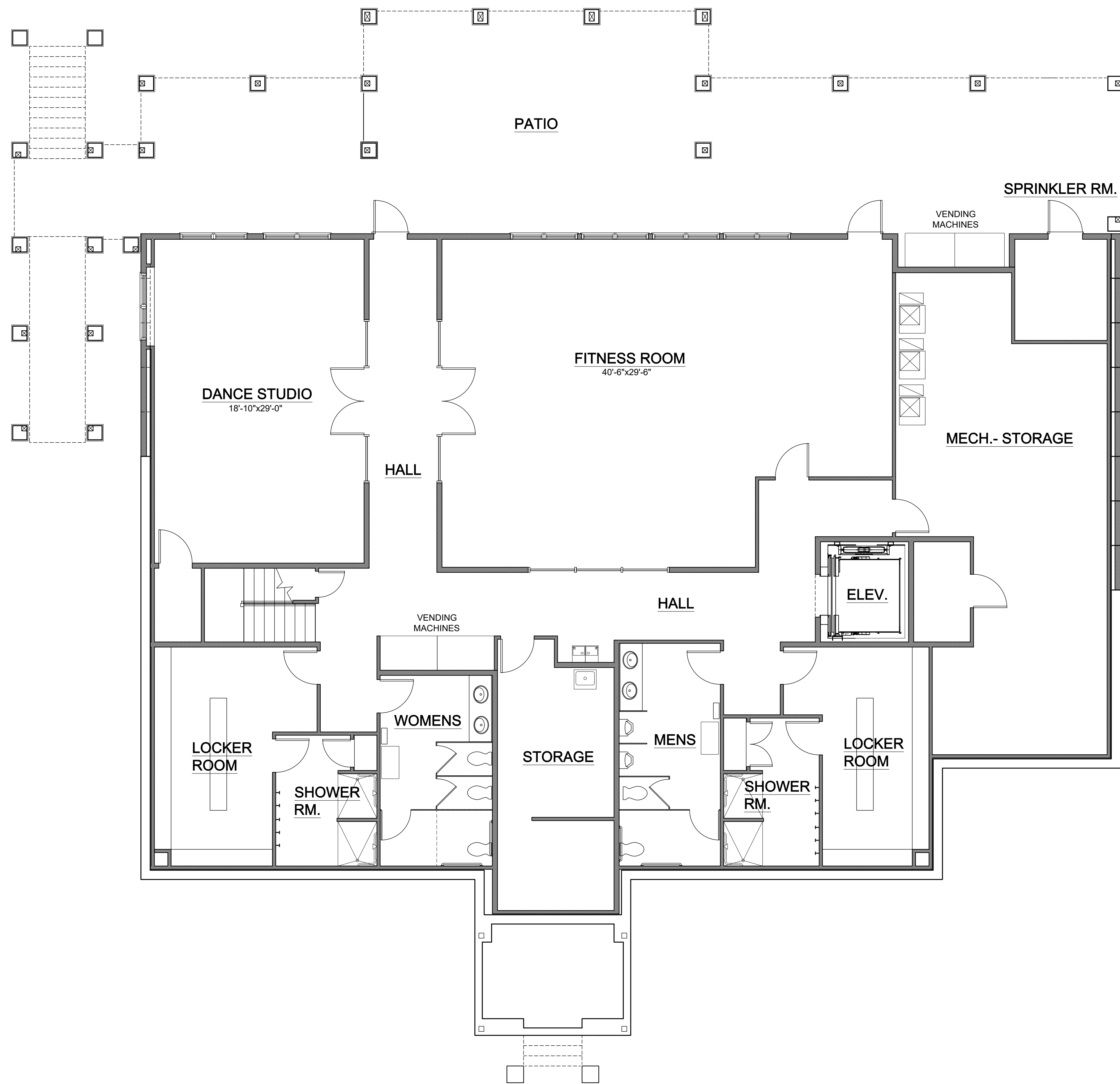
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Date 12/3/21	L100.0
Scale NA	



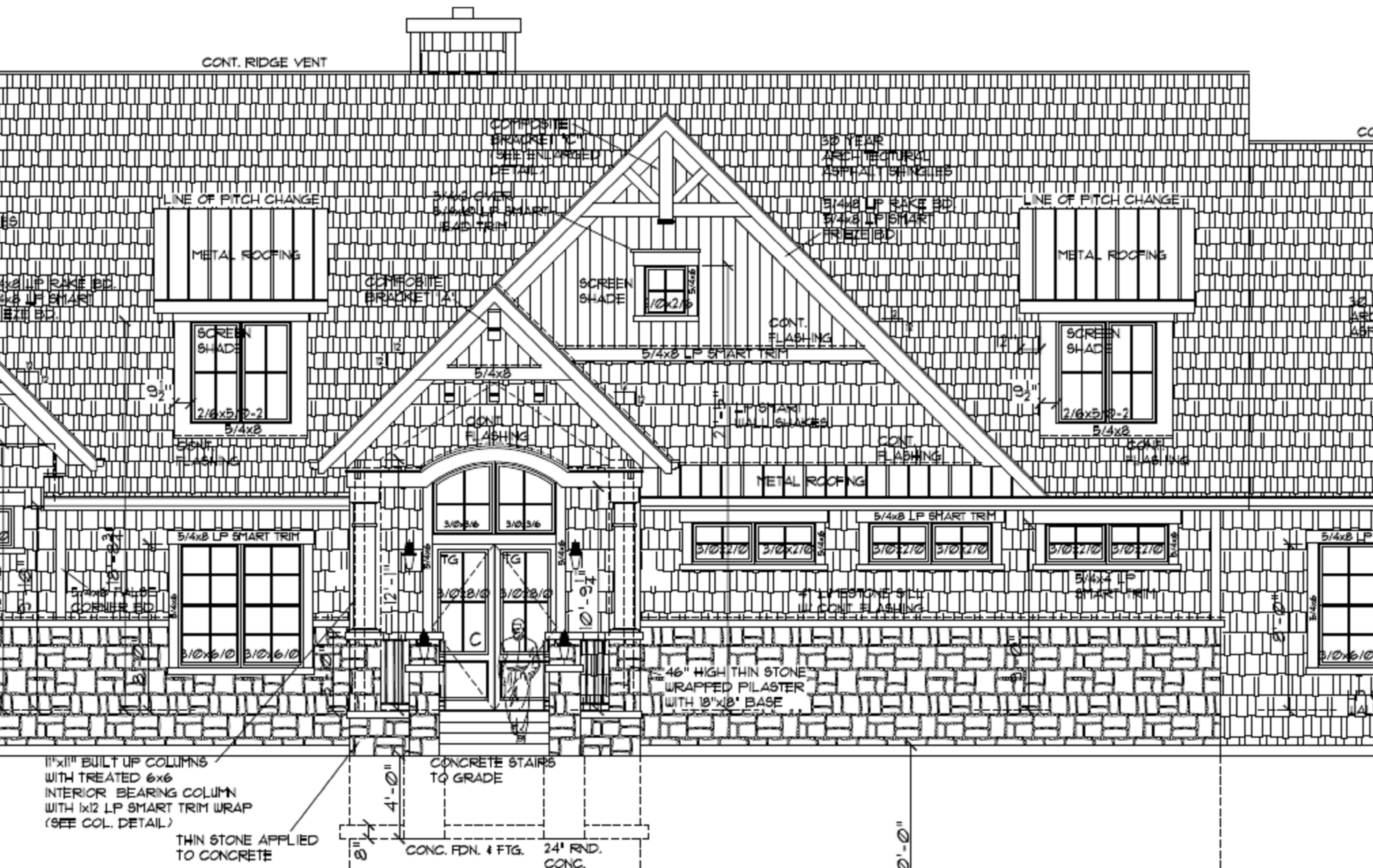




MAIN LEVEL FLOOR PLAN
5000 SQUARE FEET



LOWER LEVEL FLOOR PLAN
4838 SQUARE FEET

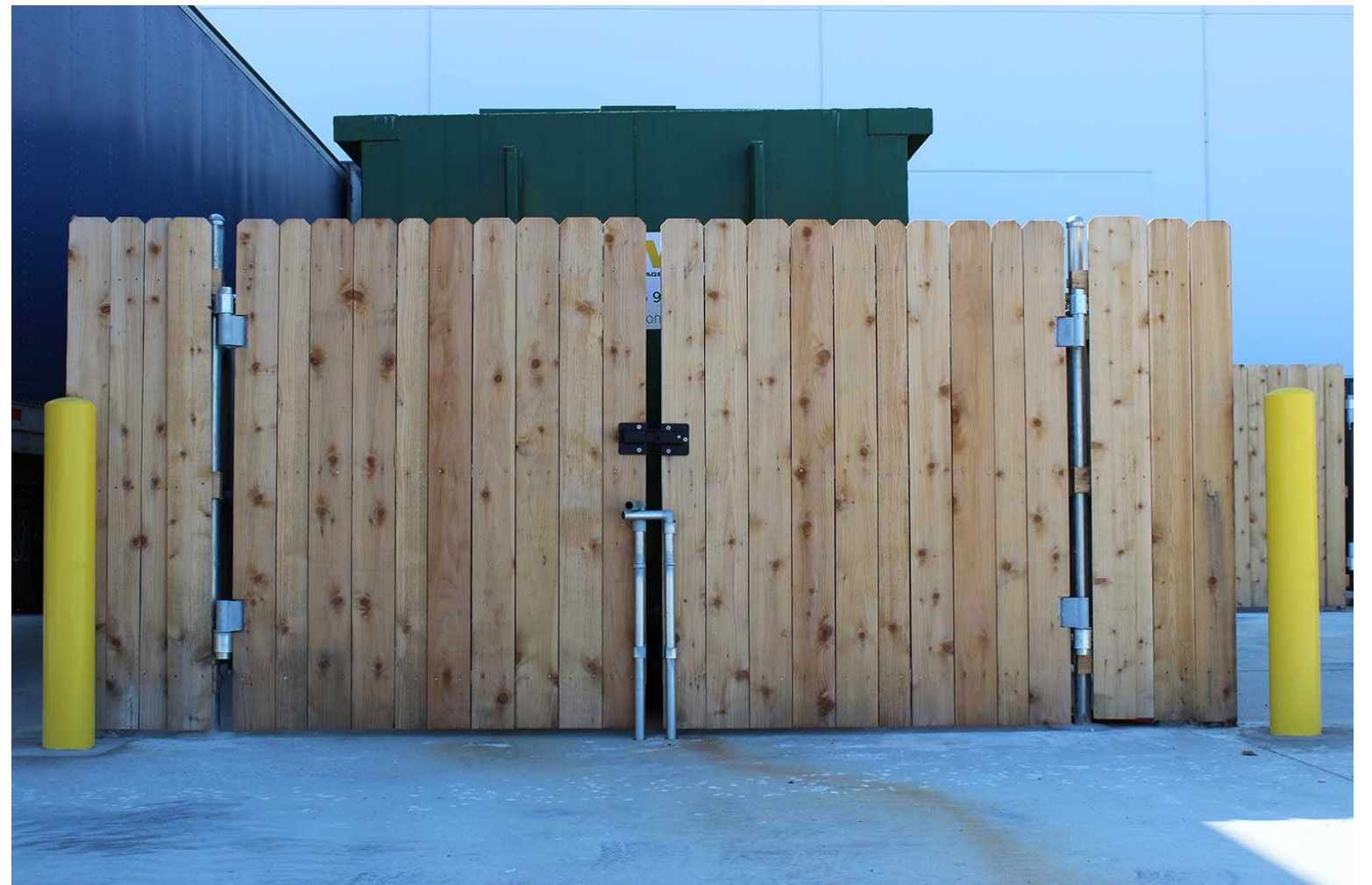


FENCE EXAMPLES

POOL FENCE



DUMPSTER ENCLOSURE



PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

FAIRWYN

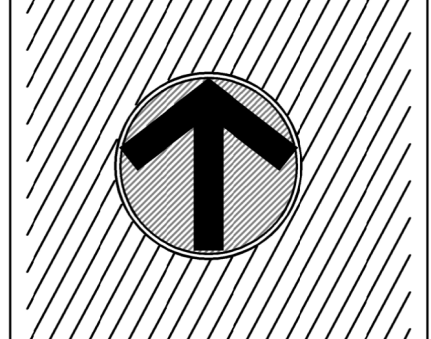
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EXHIBIT

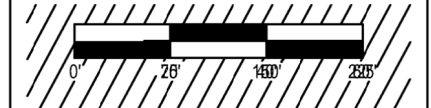
REVISIONS:

#	DATE	DESCRIPTION

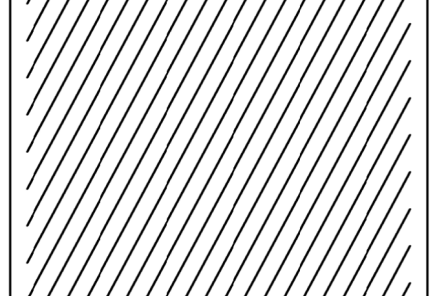
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SCALE: HOR: 1" = 40'
VER: 1" = 4'



SEAL:



all in

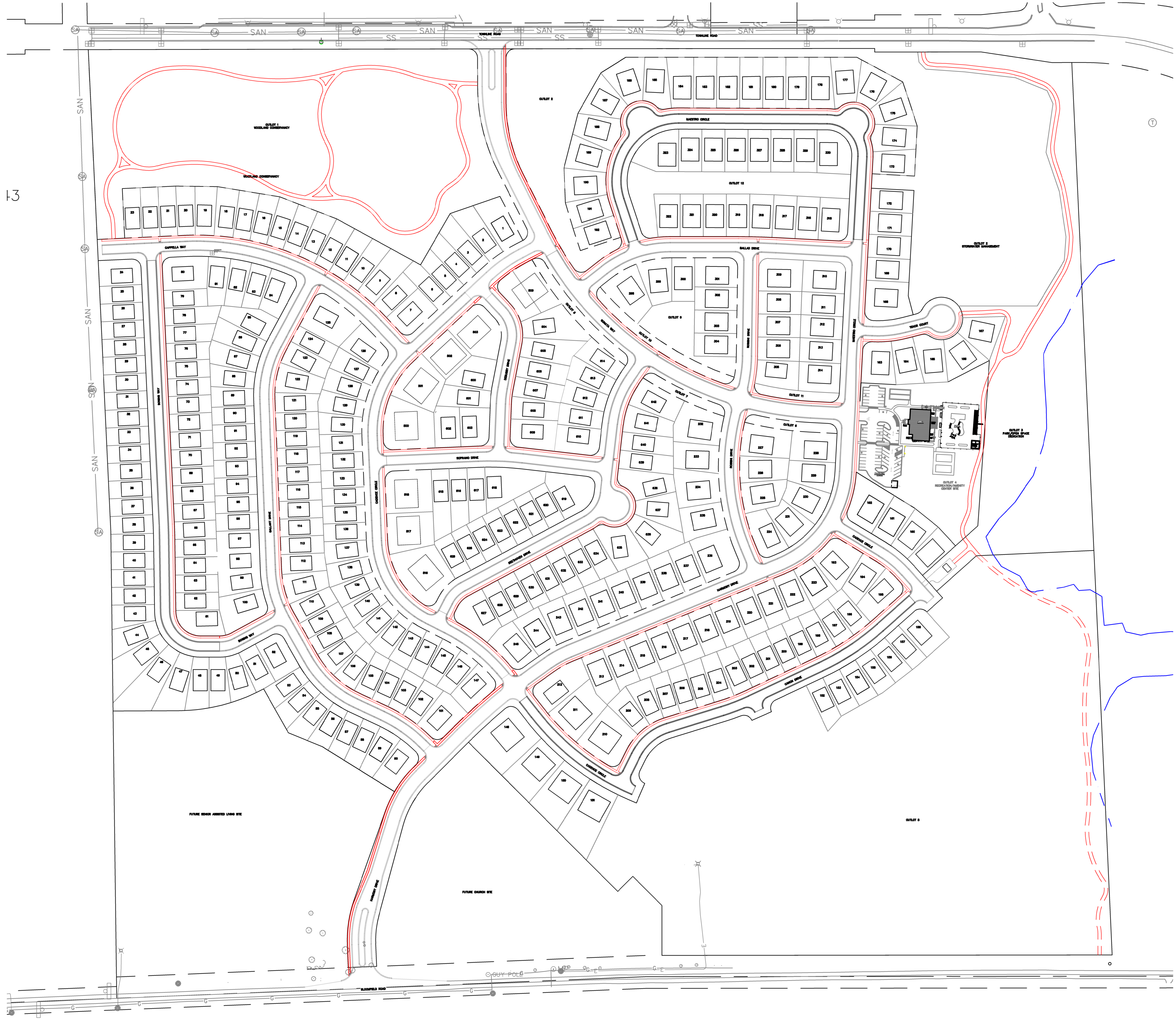
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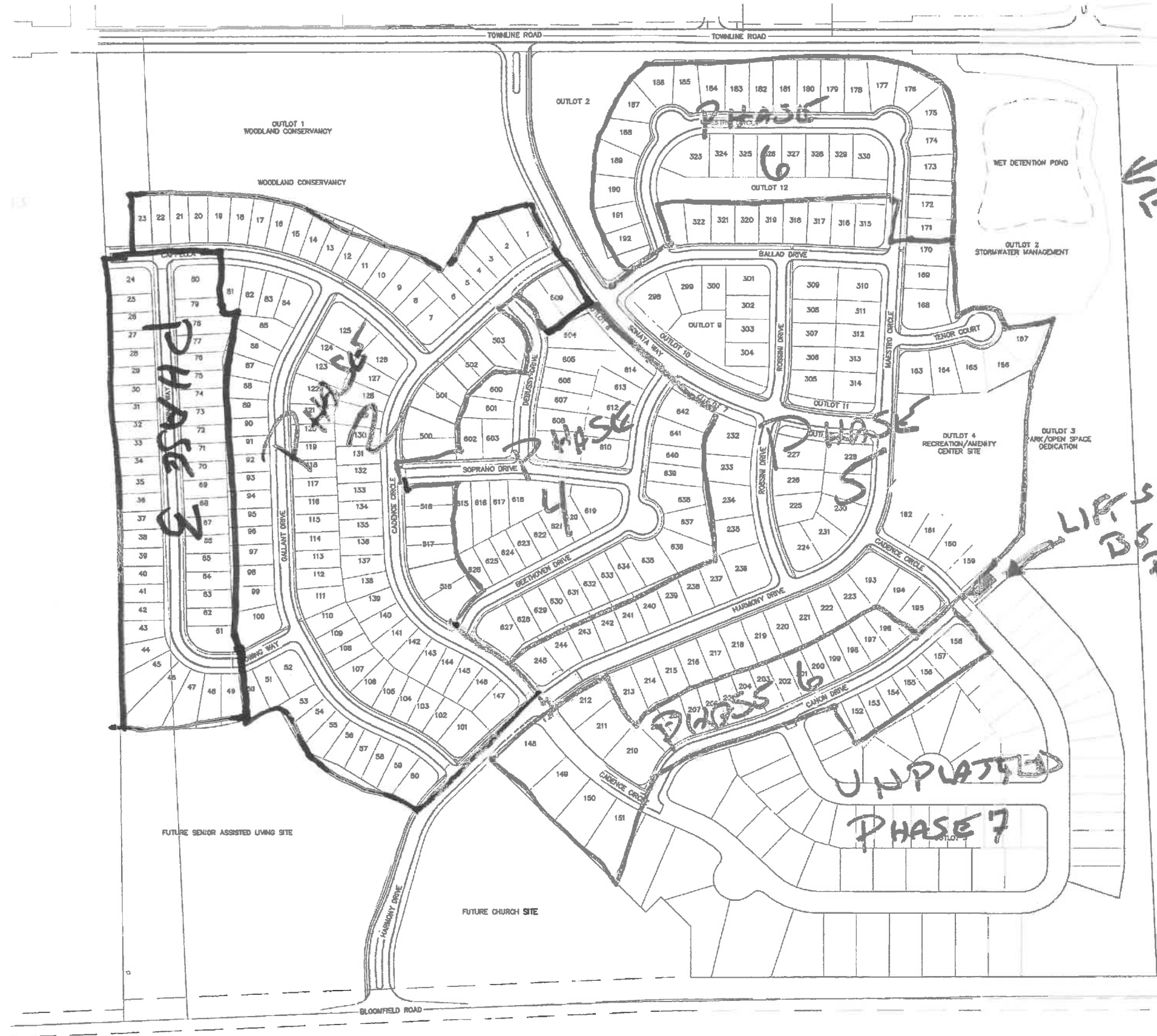
PEDESTRIAN
TRAIL MAP

PROJECT MANAGER: DMJ
PROJECT NUMBER: 17.0061.06
DATE: 2-25-2022

SHEET NUMBER:

EXHIBIT





← DETENTION POND WILL BE BUILT IN PHASE 5

← LIFT STATION WILL BE BUILT IN PHASE 5

UNPLATTED PHASE 7

PROJECT: SYMPHONY BAY

LOCATION: CITY OF LAKE GENEVA, WI

CLIENT: FAIRWYN

RELEASE: EXHIBIT

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE: HORIZ: 1"=40' VER: 1"=4'

SEAL:

all in

SHEET: OVERALL SITE PLAN

PROJECT MANAGER: DIAJ
 PROJECT NUMBER: 17.0061.00A
 DATE: 4/8/2021

SHEET NUMBER: 1.0