



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, APRIL 11, 2022- 6:00 P.M.
LAKE GENEVA CITY HALL: COUNCIL CHAMBERS (MAIN LEVEL)

Members:

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

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

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

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Yunker
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 28, 2022 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on April 6, 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. Temporary Class “B”/ “Class B” Retailer’s License filed by Never Say Never Playground, to be used at the Lake Geneva Wine Walk, to take place on May 22, 2022 from Noon to 5:00 p.m. at various business locations in Downtown Lake Geneva
 - b. Tier I Event Permit filed by Alzheimer’s Association for the event of Walk to End Alzheimer’s to take place on September 17, 2022 from 6:30 a.m. to 2:00 p.m. in Library Park

- c. Temporary Use Permit Application filed by Lake City Social to allow for the use of outdoor amplified music within the parking lot located at 111 Center St to take place on May 13, May 14, and May 15, 2022
- d. Alcohol Premises Extension Application filed by Lake City Social, to allow for an outdoor beer garden, to be located within the parking lot located at 111 Center St, to take place on May 13 (5:00 p.m. to 9:00 p.m.), May 14 (Noon to 9:00 p.m.), and May 15, 2022 (Noon to 9:00 p.m.)
- e. Temporary Operator License Application filed by Sharon Smith for the Wine Walk to take place on May 22, 2022

10. Items removed from the Consent Agenda

- 11. First Reading of **Ordinance 22-02** an ordinance repealing Section IV and Section VII, Section (b), Annual City License Required, Section (y), Short-Term Rental, Section (8), Accessory Land Uses, Section 206, Detailed Land Use Descriptions and Regulations, Article II, Land Use Regulations, of Chapter 98 of the Lake Geneva Municipal Zoning Code; as it relates to the removal of Fire Code Inspections by the City and WI Sellers permit requirements for Short Term Rental
- 12. Discussion/Action regarding a Waiver of Parking Fee Request filed by the Geneva Lakes Family YMCA, for the 5th Annual Sprint for Spring 5K Run/Walk to be held April 23, 2022; request is for use of 40 stalls, for four hours each within Lot I
- 13. **Recommendation of the Finance, Licensing, and Regulation Committee of April 6, 2022- Ald. Howell**
 - a. Discussion/Action regarding an Original Application for a Class “C” Wine License filed by Topsy Turvy LLC d/b/a Topsy Turvy Brewery, 727 Geneva St, Tina O’Malley, Agent
 - b. Discussion/Action regarding an Original Application for a “Class A” Intoxicating Liquor License and a Class “A” Fermented Malt Beverage License filed by Queso Corp d/b/a The Cheese Box Too, 812 Wrigley Dr, Space B, Zbigniew Borowiec, Agent
 - c. Discussion/Action regarding Pay Request #6 filed by Selzer-Ornst for the Library Renovation project in an amount not to exceed \$ 162,234.42
 - d. Discussion/Acceptance of March 15, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports
- 14. Discussion/Action regarding bid award and contract approval for the Public Facility Needs Assessment and Impact Fee Study (*Finance, Licensing, and Regulation Committee recommended award to Ruekert- Mielke on January 18, 2022*)
- 15. **Confirming Mayoral Appointments of:**
 - a. Demetra Condos to the Board of Park Commissioners with a term to expire May 1, 2022

16. 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
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, 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.

Aldersperson Howell led the Council in the Pledge of Allegiance.

Roll Call

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

Absent: Halverson

Awards, Presentations, Proclamations, and Announcements

Clerk Kropf announced that the Spring Election will be held Tuesday, April 5, 2022. The sole polling location for the City is location at City Hall in the Council Chambers and the polls are open 7:00 a.m. to 8:00 p.m. She also noted that voters can cast an in-person absentee ballot at City Hall, through April 1, 2022.

Aldersperson Flower announced that there are several major roads that will be under construction, including Highway 50 and Highway 12. The bridge on Sheridan Springs Road is also closed.

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

Rick Zirk, 875 Townline Rd; Spoke in regards to the Symphony Bay PIP and would be available for questions.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of March 14, 2022 as prepared and distributed

Motion by Hedlund to approve, second by Straube. No discussion. Motion carried 7-0.

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

Items removed from the Consent Agenda

None

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

Mayor Klein offered Ordinance 22-03 as a first reading.

Motion by Flower to move to a second reading, second by Hedlund. Motion carried 7-0.

Mayor Klein offered Ordinance 22-03 as a second reading.

Motion by Flower to approve Ordinance 22-03, second by Hedlund. No discussion. Motion carried 7-0.

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

Motion by Hedlund to approve, second by Fesenmaier. City Attorney Draper explained that this project will be paid for by Tourism Commission Grant funds, applied for by the YMCA. This type of work is allowable under the room tax statute. Motion carried 7-0.

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.)

Motion by Hedlund to approve contingent upon the YMCA approving the Memorandum of Understanding as mentioned above, second by Fesenmaier. Motion carried 7-0.

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

City Attorney Draper stated that this would still need to be approved by the school board.

Motion by Howell to approve, second by Yunker. Attorney Draper clarified that the amendment will not change the City's monetary obligation to this project. Motion carried 7-0.

Recommendation of the Finance, Licensing, and Regulation Committee of March 15, 2022- Ald.

Howell

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

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

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

Motion by Howell to approve, second by Hedlund. Finance Director Hall stated that the firm is currently working on the market analysis of the positions. Motion carried on a roll call 6-1, with Fesenmaier voting no.

Discussion/Action regarding revisions to the City of Lake Geneva Snow Removal Policy

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

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)

Motion by Howell to approve contingent upon on school board approval, second by Hedlund. Fesenmaier stated that the project will begin April 15, 2022 and a detour map will be provided to the City Clerk. Flower noted that there were increases for the project oversight and engineering, which increased the overall project cost.

Halverson joined the meeting at 6:16 p.m.

Motion carried on a roll call vote 7-0, with Halverson abstaining.

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

Motion by Howell to approve, second by Yunker. Motion carried on a roll call vote 8-0.

Discussion/Action regarding the West End Pier Fund and use of funds for "major" repairs

Motion by Flower to aloe the Harbormaster to speak, second by Howell. Motion carried 8-0.

Harbormaster Russell reviewed the needed repairs to be made to the West End Pier.

Motion by Howell to approve, second by Yunker. Motion carried 8-0.

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

Motion by Howell to approve, second by Fesenmaier. Flower questioned the highlighted areas within the agreement presented. Howell stated that the Park Board had indicated that the YMCA needs to send the City written financial reports. Motion carried 8-0.

Discussion/Action regarding an Emergency Services Agreement with the Town of Geneva

Motion by Howell to approve, second by Yunker. Attorney Draper stated that the City is still working on this agreement with the Town. The Town would need to possibly raise their levy limit, and would recommend that it be continued to the next meeting.

Motion by Flower to continue this item, second by Fesenmaier. Motion carried 8-0.

Discussion/Action regarding an Emergency Services Agreement with the Town of Linn

Motion by Howell to approve, second by Yunker. No discussion. Motion carried 8-0.

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

Motion by Halverson to approve, second by Howell. No discussion. Motion carried on a roll call vote 8-0.

Discussion/Acceptance of March 15, 2022 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion Howell to accept, second by Yunker. No discussion. Motion carried 8-0.

Recommendation of the Plan Commission of March 21, 2022- Ald. Dunn

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

Motion by Dunn to approve, second by Howell. No discussion. Motion carried 8-0.

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

Motion by Dunn to approve, second by Howell. No discussion. Motion carried on a roll call vote 8-0.

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

Motion by Dunn to approve, second by Flower. Fesenmaier stated that the Plan Commission had approved a pedestrian path to be connected to the City's path. She asked that this connection be done

Motion to amend by Fesenmaier that the developer bear the cost of the curb cut extending the pedestrian and bike path on their property and the north side as well, second by Dunn.

Motion by Howell to allow Rick Zirk to speak, second by Yunker.

Rick Zirk agreed with the amendment that was made.

Motion to amend carried on a roll call vote 8-0.

Fesenmaier expressed concerns with the parking lot not being sufficient. She would like that if the City deems it

necessary to expand the parking lot, that the existing pickleball court and landscaping not be compromised.

Motion to amend by Fesenmaier that the City may require the parking to be installed regardless of any courts or landscaping, second by Flower. Zirk stated that the General Development Plan does allow for a provision for additional parking if deemed necessary and the space is available. The Plan Commission did discuss this and the applicant has made provisions as to not burden the home owner's association. Fesenmaier stated that the map in the packet materials does not show the additional parking and wanted the minutes to reflect that the Council supports that.

Motion to amend carried on a roll call vote 8-0.

Original motion as amended carried on a roll call vote 8-0.

Adjournment

Motion by Howell to adjourn, second by Flower. Motion carried 8-0. The meeting adjourned at 6:43 p.m.

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

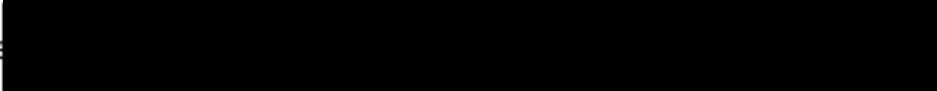
Applicant Organization: Never Say Never Playground

Name of Event: Lake Geneva Wine Walk

Date of Event: May 22 12.5

Time of Event: 12pm - 5pm
(Beginning) (Ending)

Event Contact Person: Kristi Tarantino

Contact Phone: 

Contact Email: 

Will a Licensed Operator be serving or supervising the service of alcohol?
*This includes Temporary Operator's who have completed the
Responsible Beverage Servers class.

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: _____ Receipt No: _____

Total Amount: _____

Forwarded to Police Chief: _____

Recommendation: _____ Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant
within the last 12 months: _____

FLR Approval: _____

Council Approval: _____

License Issued: _____

License Number: _____

License Expires: _____

MAILTO: _____ Organization

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

☐ Town ☐ Village ☒ City of Lake Geneva

Application Date: 3/2/22

County of Walworth

The named organization applies for: (check appropriate box(es).)

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.28(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5/22 12pm and ending 5pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☒ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Never Say Never Playground

(b) Address

(Street)

☐ Town

☐ Village

☐ City

(c) Date organized 2015

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President

Dusti Grunus

Vice President

Secretary

Treasurer

(g) Name and address of manager or person in charge of affair:

Rush Tarantino Dusti Grunus

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number

Streets of Lake Geneva (See list)

(b) Lot

Block

(c) Do premises occupy all or part of building?

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event

Lake Geneva Wine Walk

(b) Dates of event

May 22 12-5 pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

[Signature]
(Signature / Date)

Date Filed with Clerk

Date Granted by Council

Business Improvement District
(Name of Organization)
90 Never Say Never Playground

Date Reported to Council or Board

License No.



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected.
Applications must be submitted
AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant: Walk to End Alzheimer's - Walworth Co.
Name of Event Organizer/Producer: Taylor Ruffing
Production Company/Organization: Alzheimer's Association FEIN #: 13-3039601
Street Address: 620 S 76th St, Suite 160
City: Milwaukee State: WI Zip code: 53214

Are you a ☐ For-Profit OR ☒ Non-Profit Organization 501(c) 3

EIN # (Tax Exempt Number): 313-3039601

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

Section II- EVENT INFORMATION- Check the proper category

☐ **Public Assembly Permit- *Non-Profit: No Charge; Otherwise: \$60.00 per day Fee**

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit: No Charge; Otherwise: \$75.00 Fee**

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☒ **Tier 1 Events: *Non-Profit: No Charge; Otherwise: \$250.00 Fee for an event up to seven days; additional \$50.00 per day thereafter**

(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

☐ **Tier 2 Events: *Non-Profit: No Charge; Otherwise: \$500.00 Fee for an event up to seven days; additional \$100.00 per day thereafter**

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: Walk to End Alzheimer's - Walworth Co.

2. Date(s) of Event: 9/17/2022

3. Location(s) of Event: Library Park, Lake Geneva

4. Hours: 6:30 am setup; 2:00 pm clean up

Note: Start Time & End Time

5. Event Chair/Contact Person: Moni Ledtke

Phone: [REDACTED]

6. Day of Event Contact Name: Taylor Ruffing

Phone: [REDACTED]

7. Is the event open to the public? Yes ☒

8. Will you charge an admission fee? No

9. Estimated Attendance Number: 550

10. Basis for estimate: previous year's attendance

11. Will you be setting up a tent? Yes ☒

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

Dunn Lumbar 10x10 and 10x15

12. Will there be any animals? Yes ☒

If yes, what type and how many: Some dogs on leashes; est. 10

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

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

John's Disposal provides garbage/recycling for event. Walk committee and volunteers clean up post-event

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

the LGPD and LG rescue squad are always asked to come. We also ask a security company to guard the funds.

16. Will there be fireworks or pyrotechnics at your event?

No

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

17. Will your event include the sale of beer and/or wine?

No

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

18. Will you or any other vendors be selling food or merchandise?

No

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

19. Do you intend to use the available picnic tables and benches in the location? Yes ☒

Continue to next page...

Section III- STREET USE

☐ **Check if this section does not apply**

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

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

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

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

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

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

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

Dates of Use: 9/17/2022

Total Number of Parking Stalls being Requested: 8

Parking Stall Number(s) and Location: 245, 246, 247, 248, 249, 250, 251, 252 near library park

3. Description of Signage to be used during event: Route signs and general stage signage

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

4. Anticipated Services

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

☒ **Electricity**; Explain: Plug in for sound system at stage and for band

☐ **Water**; Explain: _____

☐ **Traffic Control**; Explain: _____

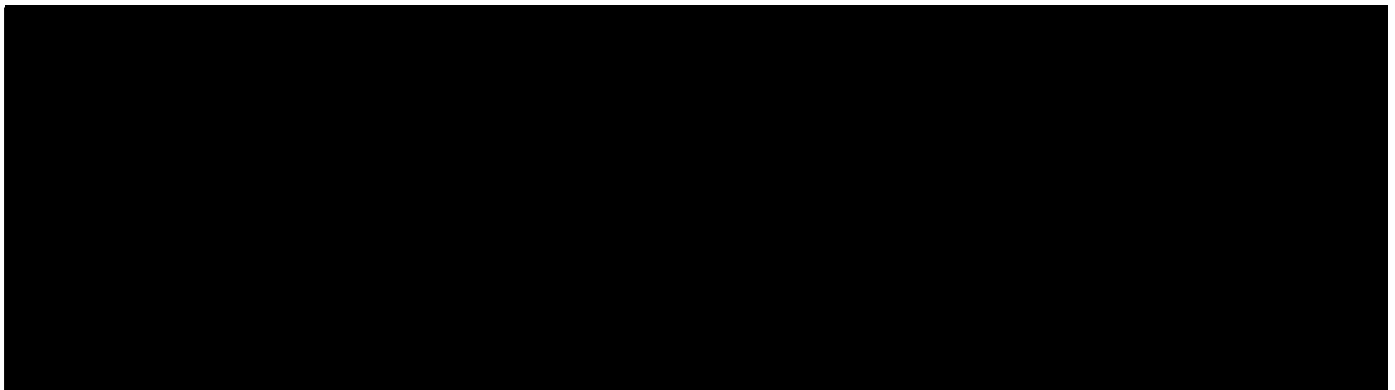
☒ **Police Services**; Explain: 9:30 am (est) Main St & Maxwell to assist walkers

☒ **Fire/EMS Services**; Explain: LG rescue squad from 8:00 - 11:00 am

☐ **Other**; Explain: _____

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

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



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

Applicant Signature: Taylor Piffery Date: 3/10/2022

Detailed description of proposed event w/map of exact location/route:

The walk is to raise awareness about the disease and provide funds to the Alzheimer' Association. The walk is a 3-mile loop around the lake short path or 1 mile walk in historic Maple Park neighborhood.



Description of signage:

Signs along the walk route to guide walkers. Information banner signs at Library Park.

For Office Use Only

Date Filed with Clerk: 3/10/22 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature] Date: 3/10/2022

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Lt. E. [Signature] #160 Date: 03/15/2022

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 3/11/22

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 3-11-2022

☐ Approve ☐ Denied Notes: _____

Parking Signature: [Signature] Date: 3/11/22

☒ Approve ☐ Denied Notes: REQUESTING DONATION of 8 STALLS * \$20.00 =

\$160.00 IN WAIVED PARKING FEES

Harbormaster Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: 4/6/22

Council Meeting Date: 4/11/22



City of Lake Geneva
Building and Zoning
626 Geneva Street
Lake Geneva, WI 53147

Permit Number _____
City use only

ZONING PERMIT APPLICATION

Property located at:

Address: 111 Center Street
Tenant Space Lake City Social

Tax ID / Parcel Number(s): _____

Owner Stephen Schroeder

Applicant Same As Owner Information

Address: _____

Phone: _____

Email: _____

TO THE ZONING ADMINISTRATOR: The undersigned hereby applies for a permit to do work herein described and located as shown on this application. The undersigned agrees that all work done will be in accordance with the zoning ordinance and all other ordinances of the **City of Lake Geneva** and with all laws of the State of Wisconsin, applicable to said premises. I expressly grant the zoning administrator, or the zoning administrator's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Signed _____

Agent/ Owner

Work consists of: (check)

- | | | | | |
|--|---|---------------------------------------|--------------------------------------|--|
| ☐ New Building | ☐ Addition | ☐ Alteration | ☐ Driveway | ☐ Home Occupation |
| ☐ Accessory Structure | ☐ Swimming Pool | ☐ Fence | ☐ Sign | |
| ☐ Erosion Control | ☒ Temporary Use | ☐ Tree Cutting | ☐ Other _____ | |

Site Development Plan: The site development plan shall be submitted as a part of the permit application and should contain the following information drawn to scale:

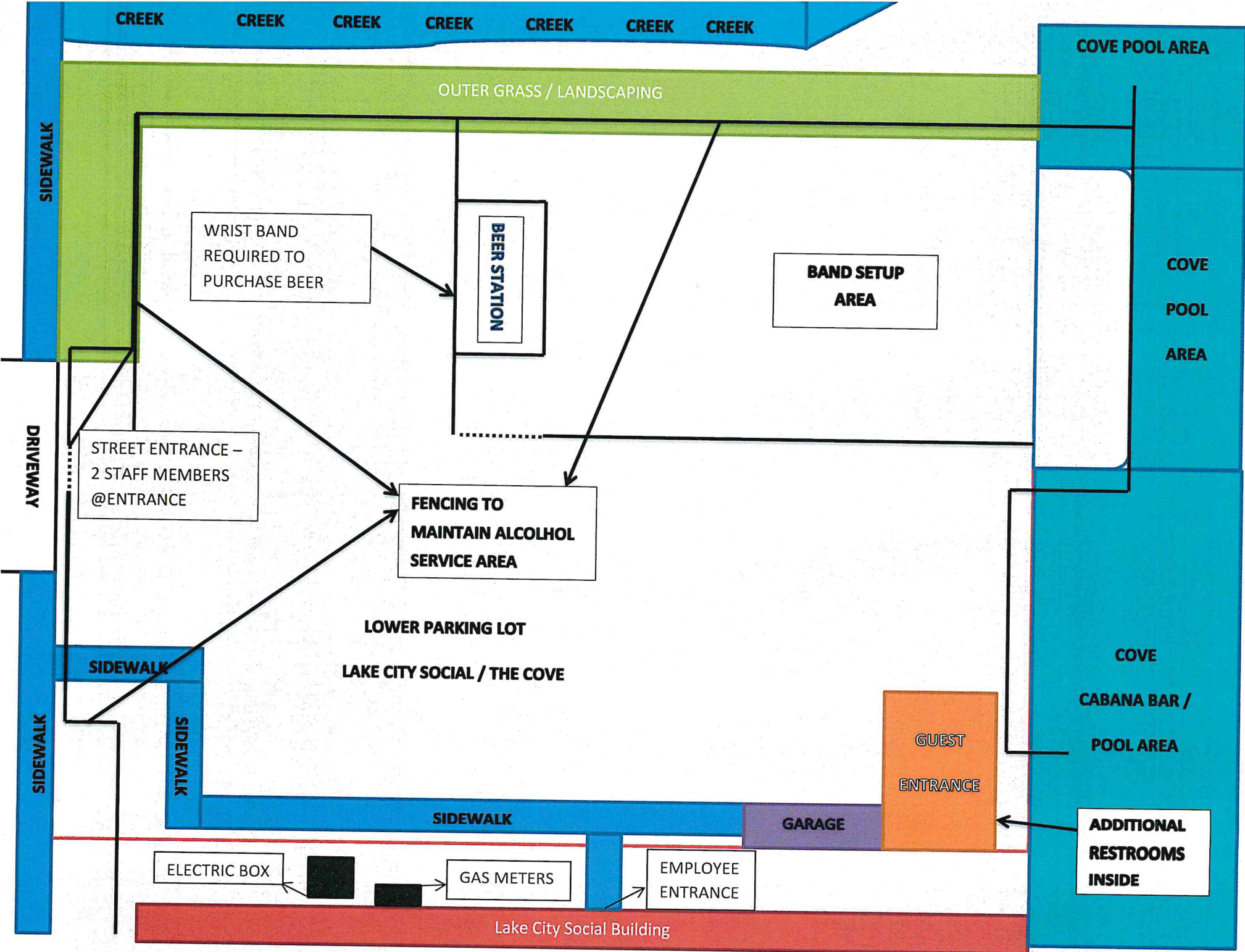
- Provide survey showing dimensions and area of the lot,
- Location of all existing and proposed structures with distances measured from the lot lines,
- Location of the ordinary high watermark or any abutting navigable waterways, boundaries of all wetlands, floodplains and floodways,
- Existing and proposed topographic and drainage features and vegetative cover,
- Location of existing or future access roads or driveways,
- Description of the type of structure; existing and proposed operation or use of the structure or site

Hosting a beer tent and live music the weekend of May 13 - 15, 2022. Live music will run from Friday 4pm-10pm, Saturday 11am-10pm

and Sunday from 11am-9pm. Event is business & fundraiser related as a portion of proceeds will get donated back to Walworth County Veterans

Estimated Cost of Proposed Site Improvements \$ 5,000 in equipment rental & bands

Building Inspector Approval: _____ **Date:** _____ **Fees:** _____





CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

Please Check:

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

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: Stephen Schroeder

Establishment Name: Lake City Social

Address: 111 Center Street Lake Geneva WI 53147

Alcohol License No.: B-Combo 10 Phone: [REDACTED]

Describe area of premises extension:

We would like to use our lower parking lot along the creek for a 3 day beer garden event with live music, beer tent and potential food to be sold in that area.

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: Pop Up Beer Garden

Date and Time of Event: Friday May 13, 2022 from 5pm-9pm, Saturday May 14, 2022 12pm-9pm & Sunday May 15, 2022 12pm-9pm

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

Event Description:

Pop up beer garden with beer tent, live music/bands and possible food service


SIGNATURE OF APPLICANT

3/9/2022
DATE

For Office Use Only

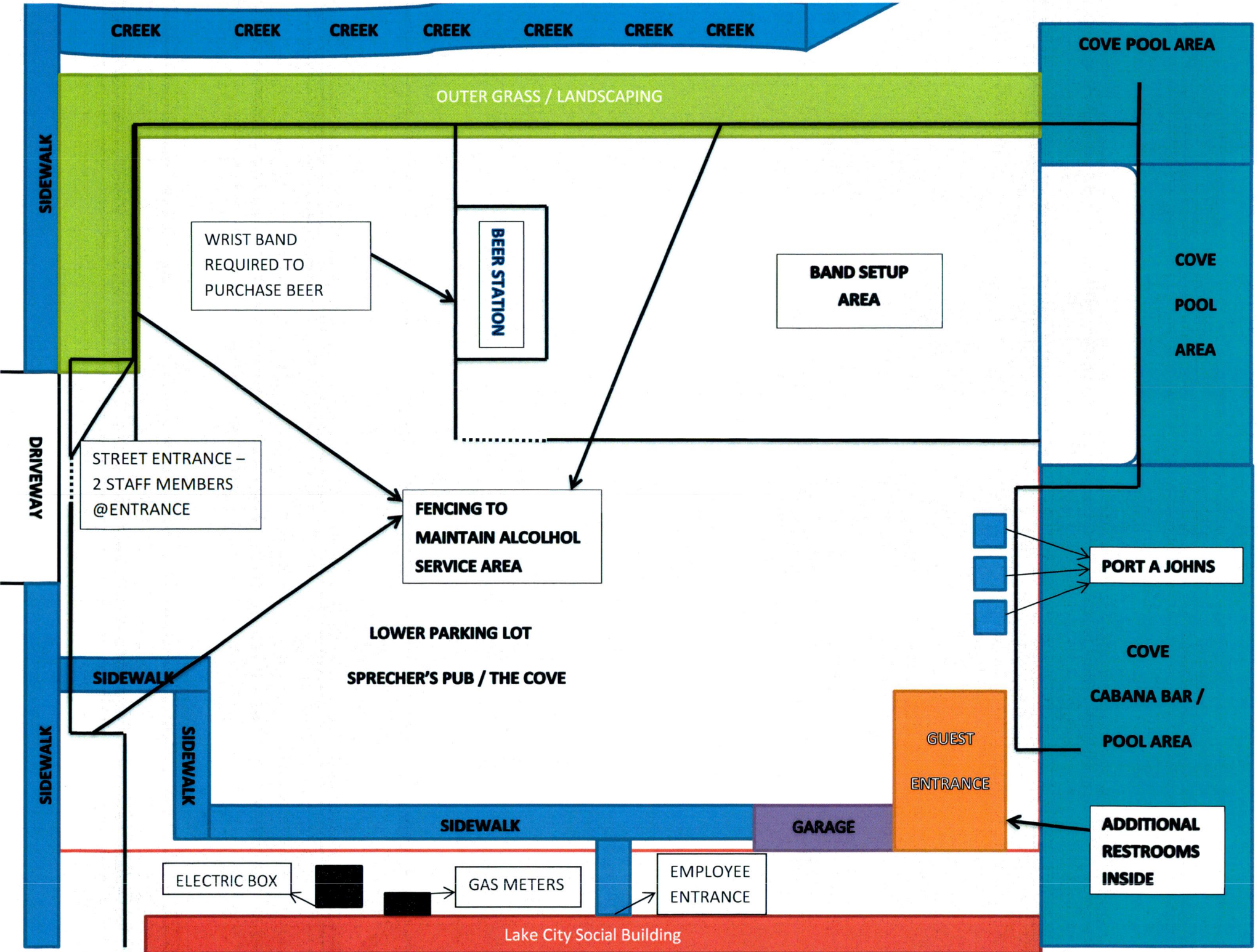
Date Filed with Clerk: March 9, 2022
Total Amount: \$ 25 Receipt No.: 15.003357

Date Forwarded to Police Chief: March 9, 2022
Police Chief Signature: L. E. [Signature] Approved Denied

Date Forwarded to Zoning Administrator: _____ (for non-sidewalk café applications)
Zoning Administrator Signature: _____ Approved Denied

Date of FLR/Council Approval: _____

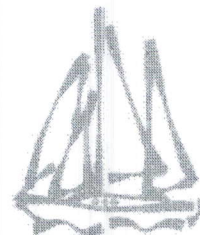
Copies Provided to: _____ Police Chief





CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE

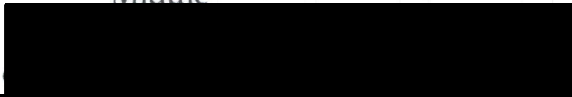


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Smith Sharon
Last First Middle

Maiden Name: Danley Date 

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO

If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Twelfth & Brown

Address: 729 main st.

Name of Event where licensee will work: Wine Walk

Date of Event: 5/22/2022

APPLICANT SIGNATURE

Sharon Smith DATE: 3/28/2022

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: Mar 28, 2022

Receipt No: 15.003588

Total Amount: \$10

Forwarded to Police Chief: Mar 28, 2022

Background Completed: 3-29-22 g7

Recommendation: L. E. #160 Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: _____

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization

Wisconsin Responsible Beverage Seller/Server Training

Sharon Smith

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL118210

Date of Completion: 04/19/2021

Kelly Bailey

Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

ORDINANCE OF THE COMMON COUNCIL

An ordinance repealing Section IV and Section VII, Section (b), Annual City License Required, Section (y), Short-Term Rental, Section (8), Accessory Land Uses, Section 206, Detailed Land Use Descriptions and Regulations, Article II, Land Use Regulations, of Chapter 98 of the Lake Geneva Municipal Zoning Code; as it relates to the removal of Fire Code Inspections by the City and WI Sellers permit requirements for Short Term Rental

Committee

Fiscal
Impact:

N/A

File
Number:

22-02

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:

(y) Short-Term Rental

Description: Includes all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients for more than 6 but fewer than 29 consecutive days. It does not include private boarding houses or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under ACTP 73. (Ord. No. 19-16)

1. Permitted by Right: All zoning districts where “residential dwellings” are permitted as that term is defined in Section 66.1014, Wis. Stats. (Ord. No. 19-16)

- a. Land Use Requirement: (Ord. No. 19-09)

A Short-Term Rental shall only be located as an Accessory Land Use within zoning in districts that allow “residential dwellings” as that term is defined in Section 66.1014, *Wis. Stats.*

- b. Annual City License Required:

Short-Term Rental shall operate only during the valid period of an Annual City of Lake Geneva Short-Term Rental License (hereinafter “annual license”) for each consecutive 365-day period. If the Short-Term Rental is transferred or there is any change of ownership of the Short-Term Rental during the valid period of an annual license, the license may only be assumed by the Transferee for the remaining period of the license. Operating a Short-Term Rental without a current version of a valid annual license shall be considered a violation of this Zoning Ordinance, and subject to the penalties of Section 98-936. The following information shall be provided on an annual basis, prior to issuance of said annual license.

- i. Completed City of Lake Geneva Short-Term Rental Application, which includes the property owner name, address, and phone number; the designated operator's name, address, and phone number; the period of operation of up to 180 days in a 365-day period, which must be consecutive;
- ii. A current floor plan for the Short-Term Rental at a minimum scale of one-inch equals 4 feet, and Site Plan of the property at a minimum scale of one-inch equals ten feet showing on-site parking spaces and trash storage areas;
- iii. General Building Code Inspection by City, and submittal of Official Building Code

Inspection Report with no outstanding compliance orders remaining;
~~iv. Fire Code Inspection by City, and submittal of Official Fire Code Inspection Report with no outstanding violations. (19-16)~~
~~iv.~~ iv. Proof of valid property and liability insurance for the dwelling unit;
~~v.~~ v. State of Wisconsin Tourist Rental House License;
~~vii. Seller's Permit issued by the Wisconsin Department of Revenue;~~
~~viii.~~ vi. City of Lake Geneva Room Tax Permit;
~~ix.~~ vii. City of Lake Geneva General Business License;
~~x.~~ viii. Payment of an Administrative Fee, set by City Council resolution, to cover the costs to the City of administering the above.

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

Attest:

Lana Kropf, City Clerk

Date

Publication Date: XX/XX/XXXX
Codification Date: XX/XX/XXXX



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected.
Applications must be submitted
AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant: Geneva Lakes Family YMCA
Name of Event Organizer/Producer: Ann Fulmer, Sr. Director Marketing/Development
Production Company/Organization: Geneva Lakes Family YMCA FEIN #: 39-0816867
Street Address: 203 S. Wells Street
City: Lake Geneva State: WI Zip code: 53147

Are you a ☐ For-Profit OR ☒ Non-Profit Organization 501(c) 3

EIN # (Tax Exempt Number): 39-0816867

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

Section II- EVENT INFORMATION- Check the proper category

☒ **Public Assembly Permit- *Non-Profit: No Charge; Otherwise: \$60.00 per day Fee**

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit: No Charge; Otherwise: \$75.00 Fee**

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☐ **Tier 1 Events: *Non-Profit: No Charge; Otherwise: \$250.00 Fee for an event up to seven days; additional \$50.00 per day thereafter**

(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

☐ **Tier 2 Events: *Non-Profit: No Charge; Otherwise: \$500.00 Fee for an event up to seven days; additional \$100.00 per day thereafter**

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: 5th Annual Sprint for Spring 5K Run/Walk

2. Date(s) of Event: Saturday, April 23

3. Location(s) of Event: Start/End Geneva Lakes Family YMCA

4. Hours: 830 am check in | Race Start 9 am | Awards 10 am | Ends 10:30 am

Note: Start Time & End Time

5. Event Chair/Contact Person: Ann Fulmer

Phone

6. Day of Event Contact Name: Emily Thielsen

Phone

7. Is the event open to the public? Yes ☒

8. Will you charge an admission fee? Yes ☒

9. Estimated Attendance Number: 60-80

10. Basis for estimate: Attendance the past four years

11. Will you be setting up a tent? No

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

12. Will there be any animals? No

If yes, what type and how many:

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

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

Geneva Lakes Family YMCA handles it onsite

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

16. Will there be fireworks or pyrotechnics at your event?

No

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

17. Will your event include the sale of beer and/or wine?

No

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

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

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

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

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

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

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

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

2. Will any parking stalls be used or blocked during the event? No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: Lot I from 8am - 1pm *waiver of fees*
per attached emails

3. Description of Signage to be used during event: _____

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

4. Anticipated Services

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

☐ Electricity; Explain: _____

☐ Water; Explain: _____

☐ Traffic Control; Explain: _____

☐ Police Services; Explain: _____

☐ Fire/EMS Services; Explain: _____

☐ Other; Explain: _____

Vanessa Jahns

From: ann.fulmer glymca.org <ann.fulmer@glymca.org>
Sent: Wednesday, March 23, 2022 8:03 AM
To: Parking Manager; Vanessa Jahns
Subject: Re: Revision to YMCA's event permit for 5K run.

Thanks, Seth! Please let me know if there is anything more I need to provide on our end. Participants start arriving around 8 am for the run that begins at 9 am. The run is finished about 10:30 am and then immediately following the run we have a free community event called Healthy Kids Day that runs from 10:30-12:30 pm. I would anticipate that some of the cars that would park in that lot would stay for Healthy Kid Day. So...to cover both events I would say we would need the lot from 8 am-1 pm. Please let me know if that would be possible. Thank you!

Ann Fulmer
Senior Director of Marketing & Development
GENEVA LAKES FAMILY YMCA
203 S. Wells Street, Lake Geneva, WI 53147
262.248.6211
ann.fulmer@glymca.org
www.genevalakesymca.org



The Y: We're for youth development, healthy living and social responsibility.



Here to meet your health & wellness needs! Learn more

From: Parking Manager <parkingmanager@cityoflakegeneva.com>
Sent: Tuesday, March 22, 2022 3:07 PM
To: Vanessa Jahns <vjahns@cityoflakegeneva.com>
Cc: ann.fulmer glymca.org <ann.fulmer@glymca.org>
Subject: Revision to YMCA's event permit for 5K run.

After discussion with Ann Fulmer from the YMCA, they would like to revise their event permit to include waiver of fees/reservation of Lot I on the day of their run from 9:00am (when paid parking begins) - end of the event. I copied Ann on this email so she is aware of the change.

Thanks Vanessa!

Seth Elder
Parking Operations Manager

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

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

Name on Card: _____

Credit Card #: _____

Expiration Date: ____/____/____ CVV#: _____

Billing Address: _____

City, State, Zip Code: _____

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

Applicant Signature: Ann M. Zulmar Date: 3.16.22

* Please hold the date of 4/22/23
for 6th Annual Event. - See attached
form

For Office Use Only

Date Filed with Clerk: 3/17/22 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature]

Date: 3/23/2022

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: Lt. E. [Signature] #160

Date: 03/22/2022

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: _____

Date: _____

☐ Approve ☐ Denied Notes: _____

DPW Signature: [Signature]

Date: 3-18-2022

☒ Approve ☐ Denied Notes: _____

Parking Signature: [Signature]

Date: 3/22/22

☒ Approve ☐ Denied Notes: REQUESTING LOT I WAIVER OF FEES; 40 STALLS * 4 HOURS

*\$2.00 = \$320.00

Harbormaster Signature: _____

Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____

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>456-1029788688-02</u>	
FEIN Number <u>83-2658731</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☒ Class C wine	\$ <u>100-</u>
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25-</u>
TOTAL FEE	\$ <u>125-</u>

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

Schuld Daniel E @ Topsy Turvy LLC

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>Schuld</u>	(First) <u>Daniel</u>	(Middle Name) <u>E</u>
Vice President / Member Last Name	(First)	(Middle Name)
Secretary / Member Last Name	(First)	(Middle Name)
Treasurer / Member Last Name	(First)	(Middle Name)
Agent Last Name <u>Rebecca Malley</u>	(First) <u>Tina</u>	(Middle Name) <u>M.</u>
Directors / Managers Last Name	(First)	(Middle Name)

1. Trade Name Topsy Turvy Brewery Business Phone Number 262-812-8323
2. Address of Premises 727 Geneva St Post Office & Zip Code Lake Geneva 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.)

1910 Baptist Church Converted into a brewery. Main level is the taproom where beer tastings are done along with events. The lower level, basement, is the brewing facility along with coolers and storage. We have a back beer garden and front patio for additional service.

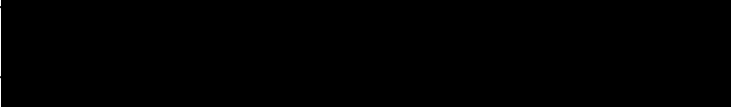
4. Legal description (omit if street address is given above): _____

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? _____

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
Yes we require all bartenders
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 Wisconsin and date 3/20/19 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? **If yes, explain.** ☒ Yes ☐ No
Brewery permit 309-1021963733-07
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>Schuldy, Daniel E</u>	Title/Member <u>Owner</u>	Date <u>3/12/22</u>
Signature <u>[Signature]</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>Mar 29, 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)
Schuld	Daniel	E

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.

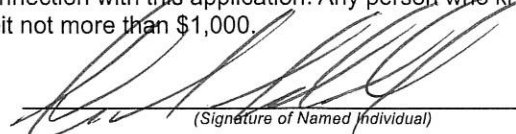
☒ Daniel E Schuld of Topsy Turvy Brewery
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
which is making application for an alcohol beverage license.

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

1. (a) How long have you continuously resided in Wisconsin prior to this date? _____
(b) Have you resided in the City of Milwaukee continuously for one year immediately prior to this date? ☐ Yes ☒ No
2. (a) Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages)
for violation of any federal laws, any Wisconsin laws, or laws of any other states? ☐ Yes ☒ No
(b) Have you ever been convicted of any violations of any county or municipal ordinances? ☐ 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)

READ CAREFULLY BEFORE SIGNING: I, The undersigned, shall not willfully refuse to provide those services offered under this license, or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry; I shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. I also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

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 on 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 Topsy Turvy Brewery LLC
(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

Topsy Turvy Brewery
(Trade Name)

located at 727 Geneva St., Lake Geneva, WI 53147

appoints Tina O'Malley

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? 15 yrs

Place of residence last year [Redacted]

For: Topsy Turvy Brewery LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(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, Tina M O'Malley, 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.

[Signature] 3-29-22
(Date)

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 by Title
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)	(last name)	(first name)	(middle name)
O'malley		Tina	Mare

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 Topsy Turvy Brewery
(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? 15 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
Compass Staffing			
Topsy Turvy Brewery	Elain, IL	1/2010	current

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.

T. M. O'Malley
(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)
Schuld	Daniel	E

☐ Applying for an alcohol beverage license as an individual.

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

☒ Officer of Topsy Turvy Brewery LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

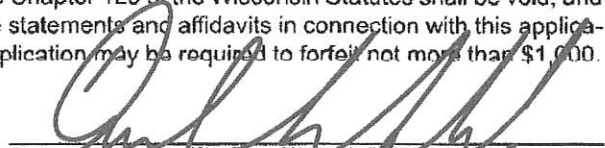
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 9 mths
- 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. (Name, Location and Type of License/Permit)
- 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>RPS PRODUCTS INC</u>	Employer's Address <u>281 KEYES AVE HAMPSHIRE ILLINOIS</u>	Employed From <u>JAN 85</u>	To <u>PRESENT</u>
Employer's Name	Employer's Address	Employed From	To

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)

**City of Lake Geneva
Operator License-2 Year Renewal
License No: 2021 41**

WHEREAS, the local governing body of the City of Lake Geneva, County of Walworth, Wisconsin, has, upon application, duly made, granted and authorized the issuance of an "Operator" License to:

Tina OMalley



AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$75.00 as required by the Municipal ordinances and has complied with all requirements necessary for obtaining a license;

NOW THEREFORE, an "Operator" License, pursuant to Sections 125.32(2) and 126.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant;

for the period from 7/01/2021 to 6/30/2023.

Given under my hand and the Great Seal of the City of Lake Geneva, County of Walworth, State of Wisconsin, this 17th day of June, 2021.



Lana C Kropf, City Clerk

Separate the top portion and place in wallet.

**City of Lake Geneva
Operator License-2 Year Renewal
License No: 2021 41
License Fee: \$75.00**

WHEREAS, the local governing body of the City of Lake Geneva, County of Walworth, Wisconsin, has, upon application, duly made, granted and authorized the issuance of an "Operator" License to:

Tina OMalley

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$75.00 as required by the Municipal ordinances and has complied with all requirements necessary for obtaining a license;

NOW THEREFORE, an "Operator" License, pursuant to Sections 125.32(2) and 126.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant;

for the period from 7/01/2021 to 6/30/2023.

Given under my hand and the Great Seal of the City of Lake Geneva, County of Walworth, State of Wisconsin, this 17th day of June, 2021.



Lana C Kropf, City Clerk

Separate the top portion and place in wallet.
Bottom portion remains on file at the establishment

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06302023
(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>4561028621165102</u>	
FEIN Number <u>37-1759271</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>100</u>
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ <u>500</u>
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25</u>
TOTAL FEE	\$ <u>625.00</u>

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

Queso Corp

ad. 8/8/2022

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	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Borowiec</u>	<u>Zbigniew</u>	<u>J</u>	<u>421 Gallant Dr Lake Geneva 53147</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Borowiec</u>	<u>Cheryl</u>	<u>A</u>	<u>421 Gallant Dr Lake Geneva 53147</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Borowiec</u>	<u>Zbigniew</u>		<u>421 Gallant Dr, Lake Geneva</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Cheese Box Too Business Phone Number 262-248 3440
2. Address of Premises 812 Wrigley Dr Post Office & Zip Code Lake Geneva WI

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.)

Retail floor of business approx 500 sq feet

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? _____

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 Wisconsin and date 4/2013 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? **If yes, explain.** ☐ Yes ☒ No
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>Zbigniew J Borowiec</u>	Title/Member <u>Owner</u>	Date <u>3/7/22</u>
Signature 	Phone Number <u>262-266-58-26</u>	Email Address <u>info@cheesebox.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>March 8, 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	

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 ☒ City of Lake Geneva County of Walworth

The undersigned duly authorized officer/member/manager of Queso Corp
(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 The Cheese Box Too
(Trade Name)

located at 812 Wrigley Dr

appoints Zbigniew J Borowiec
(Name of Appointed Agent)

421 Gallant Dr Lake Geneva WI 53147
(Home Address of Appointed Agent)

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).
The Cheese Box 801 S Wells St Lake Geneva WI

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? 35 years

Place of residence last year Same

For: QUESO CORP.
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(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, Zbigniew J Borowiec
(Print / Type Agent's Name), hereby accept this appointment as agent for the

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.

[Signature]
(Signature of Agent)

3/7/22
(Date)

Agent's age 65

421 Gallant Dr Lake Geneva
(Home Address of Agent)

Date of birth 1/23/57

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 03/11/2022 by E. [Signature]
(Date) (Signature of Proper Local Official)

Title Lieutenant
(Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Full Name (please print) (last name) Porowiec		(first name) Cheryl	(middle name) A	
Address (street/route) 1 Gallant Dr	Post Office	City Lake Geneva	State WI	Zip Code 53147
Phone Number 2-206-5827	Age 69	Date of Birth 6/4/52	Place of Birth Joliet IL	

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

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

Member of a **partnership** which is making application for an alcohol beverage license.

Officer of **Queso Corp**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

Who is making application for an alcohol beverage license.

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

How long have you continuously resided in Wisconsin prior to this date? **40 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

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 there charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages)

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. **The Cheese Box 801 S Wells St Lake Geneva**
(Name, Location and Type of License/Permit)

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.

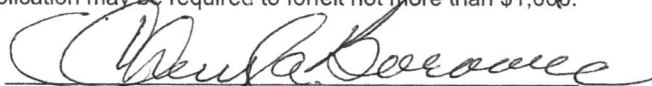
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

Each named individual must list in chronological order last two employers.

Employer's Name Village of Geneva	Employer's Address 715 Walworth St	Employed From 01/01/2007	To 01/01/14
Employer's Name Home Plate	Employer's Address 311 Freeman	Employed From 6-12-95	To 6-12-05

CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has 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)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BOROWIEC		ZBIGNIEW		JOAN	
Home Address (street/route)		Post Office	City	State	Zip Code
421 GALLANT		LAKE GENEVA	LAKE GENEVA	WI	53147
Home Phone Number		Age	Date of Birth	Place of Birth	
262 248-3440		65	1/23/57	POLAND	

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 QUESO 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? 39 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.

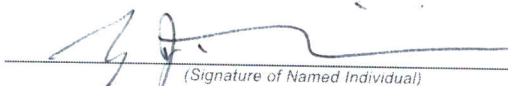
(Name of Wholesale Licensee or Permittee)

(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
SELF EMPLOYED	421 GALLANT	2013	PRESENT
Employer's Name	Employer's Address	Employed From	To

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)

APPLICATION AND CERTIFICATE FOR PAYMENT AIA Document G702

TO: City of Lake Geneva
626 Geneva St
Lake Geneva, WI 53147

PROJECT: Lake Geneva Public Library Safety Reno
918 W Main St
Lake Geneva, WI 53147

FROM CONTRACTOR Selzer-Ornst Construction Company, LLC
6222 W. State Street
Wauwatosa, WI 53213

VIA GENERAL CONTRACTOR
VIA ARCHITECT

APPLICATION NO: 6 Rev 1
PERIOD TO: 2/28/2022
PROJECT NOS: 21-123
DATE: 3/3/2022

OWNER
x ARCHITECT
CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$870,893.00
2. Net Change by Change Order \$820.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$871,713.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$840,779.63
5. RETAINAGE
 - a. 5% of Work Completed (Columns D + E on G703) \$42,038.98
 - b. 0% of Stored Material (Column F on G703) \$0.00

Total Retainage (Line 5a + 5b or Total in Column I on G703) \$42,038.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$798,740.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$636,506.23
8. CURRENT PAYMENT DUE \$162,234.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$72,972.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 820.00	\$ -
Total approved this Month	\$ -	
TOTALS	\$820.00	\$0.00
NET CHANGES by Change Order		\$820.00

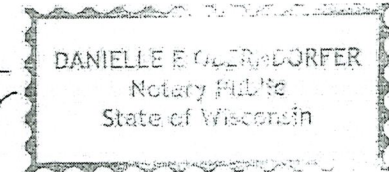
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:

By: Douglas J. Mink Date: March 3, 2022

State of:
County of:
Subscribed and sworn to before me this 3rd day of March, 2022

Danielle E Oberndorfer
Notary Public: Danielle E Oberndorfer
My Commission Expires 1/6/2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data COMPRISING THIS APPLICATION, THE Architect certifies to the Owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ -
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

GENERAL CONTRACTOR:

By: Douglas J. Mink Date: March 3, 2022

ARCHITECT: Garon Davis Date: March 21, 2022

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

- 3-21-2022
- Approved for payment
- 98-00-00-54170
- Use of special project fund
- Emily Kornak

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

SOCC APPLICATION # 6 Rev 1
APPLICATION DATE 03/03/22
PERIOD TO: 02/28/22
SOCC PROJECT NO 21-123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
				REVISED SCHEDULED VALUE	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	General Conditions & General Requirements (SOCC)	\$70,495.46	\$53,345.00	\$70,495.00	\$15,000.00	\$0.00	\$68,345.00	97%	\$2,150.00	\$3,417.25
2	Demolition.	\$21,307.63	\$21,307.63	\$21,308.00	\$0.00	\$0.00	\$21,307.63	100%	\$0.37	\$1,065.38
3	Concrete	\$11,875.00	\$11,875.00	\$11,875.00	\$0.00	\$0.00	\$11,875.00	100%	\$0.00	\$593.75
4	Masonry	\$19,650.00	\$19,650.00	\$19,650.00	\$0.00	\$0.00	\$19,650.00	100%	\$0.00	\$982.50
5	Misc Metals & Railings	\$6,500.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$325.00
6	Carpentry	\$71,920.84	\$61,453.00	\$71,921.00	\$9,000.00	\$0.00	\$70,453.00	98%	\$1,468.00	\$3,522.65
7	Millwork	\$84,309.00	\$50,416.00	\$84,309.00	\$33,893.00	\$0.00	\$84,309.00	100%	\$0.00	\$4,215.45
8	Doors/Frames/Hardware	\$11,395.00	\$80.00	\$11,395.00	\$7,475.00	\$0.00	\$7,395.00	65%	\$4,000.00	\$369.75
9	Glass and Glazing	\$14,875.00	\$7,220.00	\$14,875.00	\$7,655.00	\$0.00	\$14,875.00	100%	\$0.00	\$743.75
10	Automatic Operators	\$5,390.00	\$5,390.00	\$5,390.00	\$0.00	\$0.00	\$5,390.00	100%	\$0.00	\$269.50
11	Steel Studs & Drywall	\$89,463.00	\$89,463.00	\$89,463.00	\$0.00	\$0.00	\$89,463.00	100%	\$0.00	\$4,473.15
12	ACT	\$1,530.00	\$973.93	\$1,530.00	\$566.07	\$0.00	\$1,530.00	100%	\$0.00	\$76.50
13	Stained Glass	\$57,600.00	\$28,700.00	\$57,600.00	\$28,900.00	\$0.00	\$57,600.00	100%	\$0.00	\$2,880.00
14	Carpet	\$53,759.00	\$34,617.00	\$53,759.00	\$19,142.00	\$0.00	\$53,759.00	100%	\$0.00	\$2,687.95
15	Tile	\$5,236.00	\$2,000.00	\$5,236.00	\$3,236.00	\$0.00	\$5,236.00	100%	\$0.00	\$261.80
16	Painting & Wall Coverings	\$15,982.00	\$5,000.00	\$15,982.00	\$10,982.00	\$0.00	\$15,982.00	100%	\$0.00	\$799.10
17	Specialties - Fireplace Unit	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00	100%	\$0.00	\$160.00
18	Interior Signage	\$88.04	\$0.00	\$88.00	\$88.00	\$0.00	\$88.00	100%	\$0.00	\$4.40
19	Specialties - Toilet Partitions	\$4,335.00	\$0.00	\$4,335.00	\$4,335.00	\$0.00	\$4,335.00	100%	\$0.00	\$216.75
20	Specialties - Toilet Accessories	\$2,742.00	\$875.00	\$2,742.00	\$1,867.00	\$0.00	\$2,742.00	100%	\$0.00	\$137.10
21	Fire Extinguishers	\$105.00	\$0.00	\$105.00	\$105.00	\$0.00	\$105.00	100%	\$0.00	\$5.25
22	Upholstered Assemblies	\$3,369.00	\$-316.00	\$3,369.00	\$3,685.00	\$0.00	\$3,369.00	100%	\$0.00	\$168.45

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

SOC Application # 6 Rev 1
Application Date 03/03/22
Period To: 02/28/22
SOC Project No 21-123

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	REVISED SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN STORED TO DATE (D + E + F))	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
23	Plumbing	\$57,000.00	\$57,000.00	\$51,525.00	\$5,475.00	\$0.00	\$57,000.00	\$0.00	\$57,000.00	100%	\$0.00	\$2,850.00
24	HVAC	\$43,700.00	\$43,700.00	\$39,300.00	\$4,400.00	\$0.00	\$43,700.00	\$0.00	\$43,700.00	100%	\$0.00	\$2,185.00
25	Electrical	\$114,500.00	\$115,320.00	\$107,601.00	\$4,719.00	\$0.00	\$112,320.00	\$0.00	\$112,320.00	97%	\$3,000.00	\$5,616.00
26	Landscaping	\$24,545.08	\$24,545.08	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	20%	\$19,545.00	\$250.00
27	Final Cleaning	\$1,960.00	\$1,960.00	\$0.00	\$1,960.00	\$0.00	\$1,960.00	\$0.00	\$1,960.00	100%	\$0.00	\$98.00
28	Insurance	\$6,124.00	\$6,124.00	\$4,637.00	\$1,300.00	\$0.00	\$5,937.00	\$0.00	\$5,937.00	97%	\$187.00	\$296.85
29	Fee	\$17,936.95	\$17,937.00	\$13,554.00	\$3,800.00	\$0.00	\$17,354.00	\$0.00	\$17,354.00	97%	\$583.00	\$867.70
30	Contingency	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	100%	\$0.00	\$2,500.00
		\$870,893.00	\$871,713.00	\$670,006.56	\$170,773.07	\$0.00	\$840,779.63	\$0.00	\$840,779.63	96%	\$30,933.37	\$42,038.98

Contingency Summary																		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PCO #1	PCO #2	PCO #3	PCO #4	PCO #5	PCO #6	PCO #7	PCO #8	PCO #9	PCO #9	PCO #10	PCO #11	PCO #12	PCO #13	PCO #14	CONTINGENCY BALANCE REMAINING
			PR-01	PR-02.2	AS-001	Lifting Cost / Increase	Misc Cost Charges		Misc Additional Costs	Subcontract Restoration and Leveling	Surveillance, Security & Access Control	AS-002, AS-003 & PR-01	Revised	PR-05			Data Classes	
1	General Conditions & General Requirements (GGC)	\$70,493	\$50	\$374	\$140	\$92	\$845			\$123	\$180							\$73,103
2	Demolition	\$21,308	\$420															\$21,728
3	Concrete	\$11,875																\$11,875
4	Masonry	\$10,850																\$10,850
5	Misc Metals & Pulpings	\$6,500																\$6,500
6	Carpentry	\$71,821		\$2,047														\$73,868
7	Milwork	\$84,309		\$788														\$85,097
8	Doors/Frames/Hardware	\$11,205	\$80															\$11,285
9	Glass and Glazing	\$14,875																\$14,875
10	Automotive Operators	\$5,300																\$5,300
11	Steel Studs & Drywall	\$80,403		\$3,519	\$707		\$943			\$420								\$84,042
12	ACT	\$1,530																\$1,530
13	Shoring and Transparent Framing	\$57,000																\$57,000
14	Carport	\$53,750	\$1,645							\$81,238								\$55,393
15	Tile	\$5,236																\$5,236
16	Painting & Wall Coverings	\$15,932																\$15,932
17	Specialties - Fireman Unit	\$3,700																\$3,700
18	Interior Signage	\$80																\$80
19	toilet Partitions	\$4,335																\$4,335
20	toilet Accessories	\$2,742	\$125															\$2,867
21	Fire Extinguishers	\$105																\$105
22	Upstreamed Assemblies	\$3,380					\$318											\$3,698
23	Rumors	\$57,000					\$4,090											\$61,090
24	HVAC	\$43,700																\$43,700
25	Electrical	\$114,900	\$400	\$11,823		\$4,344	\$278										\$3,180	\$118,690
26	Landscaping	\$24,545																\$24,545
27	Risk Cleaning	\$1,080																\$1,080
28	Insurance	\$6,124	\$26	\$47	\$10	\$47	\$88			\$83	\$98							\$6,719
29	Fee	\$17,037	\$161	\$105	\$52	\$217	\$293			\$288	\$462							\$17,694
30	Contingency	\$50,000	\$2,018	\$4,447	\$976	\$4,700	\$5,894			\$5,386	\$5,895						\$53,180	\$0
		\$870,893.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$887,734

[illegible]



WAIVER OF CONSTRUCTION LIEN

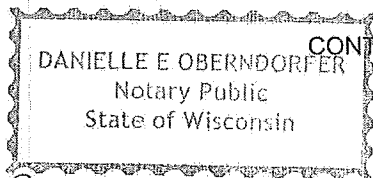
§779.05., Wis. Stats.

Date: March 3rd, 2022

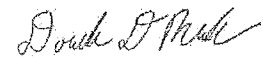
21-123 Pay App #6

1. Contractor's Name: Selzer-Ornst Construction Company, LLC
Contractor's Address: 6222 W. State Street
Milwaukee, WI 53213
2. Property Improved by Contractor's Work (check one):
☒ Street Address: 918 W Main St
Lake Geneva, WI 53147
(Lake Geneva Public Library)

☐ Legal description attached
3. Contractor's Work furnished at request of: City of Lake Geneva
4. Waiver of lien rights is made for (select one):
☒ The following Work: General construction for work through February 28, 2022, valid upon receipt of \$162,234.42.
☐ All Work to date of this Waiver.
☐ All past and future Work, including all labor performed and/or material furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
5. Title Companies, Lenders or others may require disclosure of the subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:



CONTRACTOR NAME: Selzer-Ornst Construction Company, LLC

By: 
Donald Michna, Project Manager
6222 W. State Street
Milwaukee, WI 53213
(414) 258-9900

§779.05 Waivers of Lien. Provides, in part, "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor and materials furnished or to be furnished by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor and materials. A lien claimant or potential line claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the work or material to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

"Our Personal Supervision Ensures Your Satisfaction"
6222 West State Street • Milwaukee, WI 53213
414.258.9900 • Fax: 414.258.3693 • www.selzer-ornst.com



RFP

PUBLIC FACILITY NEEDS ASSESSMENT & IMPACT FEE STUDY

City of Lake Geneva, Wisconsin

Submitted by: Alfred Benesch & Company
JANUARY 6, 2022

75^{years}
benesch

January 6, 2022

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

RE: Request for Proposal - Public Facility Needs Assessment and Impact Fee Study

Dear City Administrator:

Alfred Benesch & Company (Benesch), formerly Tindale Oliver & Associates, Inc., is pleased to submit this proposal as an expression of interest in the above referenced impact fee study for the City of Lake Geneva. Included on our team are GovRates, Inc. (water/sewer/stormwater impact fees) and White & Smith, LLC (legal services). Our team of professionals has extensive experience and knowledge in preparing impact fee studies for all program areas specified in your RFP, as well as several other public infrastructure areas.

Located on Geneva Lake in southeastern Wisconsin, the City of Lake Geneva has a population of approximately 8,400 within 6.87 square miles. The City's population increased by 10 percent since 2010. In addition, the City provides services to a daytime tourist population of 30,000 to 50,000. The City's permitting levels are indicating a recovery since the great recession, which suggests a need for additional infrastructure.

To address funding associated with additional infrastructure needed due to new growth, the City implemented impact fees in 1990 for water, wastewater and parks service areas, which were last updated in 2003/2004. To reflect current conditions and data, the City requested proposals from qualified firms to update the existing impact fee programs as well as identifying any additional impact fee program areas that may be beneficial for the City to implement. In addition, the City is interested in evaluating whether it is necessary to stop imposing any of the current impact fees.

The City's Comprehensive Plan includes goals related to efficient growth patterns and attracting development through infill and redevelopment as opposed to greenfield development. In addition, to provide low cost housing, the Plan considers smaller lot sizes and development of additional accessory dwelling units, among other methods. In the past, the Benesch Team prepared impact fee structures that support communities' growth management and housing affordability goals. These tools will be available to the City as part of this study.

In terms of philosophy and general approach, Benesch differentiates itself in the following three categories, and we have prepared this proposal based on these differentiators:

- ✓ **Institutional Knowledge:** Throughout our history, Benesch has earned a national reputation as a leader in impact fee studies and, more importantly, in their acceptance and implementation. We are a national firm that has successfully completed more than 400 impact fee studies throughout the United States. We are currently working with multiple communities on their impact fee programs, and we continuously and closely follow recent and potential legislative changes. As such, we have a strong understanding of conditions and legal requirements relevant to each jurisdiction.

It is important to note that no impact fee study conducted by Benesch has ever been successfully challenged in any court system. Benesch is unique in that most of our principals and senior professional staff that are part of our Planning and Public Finance Practices are experienced in impact fees. **The leaders of these practices come from public sector backgrounds and have operated multiple departments, with experience that translates into a practical understanding of issues that government officials face in planning, designing, financing and implementing capital projects.** In addition, the Benesch Team includes engineers, economists, planners, attorneys and GIS specialists. This substantial experience ensures the dedication of resources that will result in a project that is completed on time and supported by reliable and accurate information.

Included in our proposal is a map presenting numerous jurisdictions served by the Benesch Team for impact fee studies, as well as several references. We encourage you to contact our clients. Benesch not only has significant experience, but we have been **involved in impact fees for over 30 years and have addressed issues related to impact fees, growth management, and economic development goals through various economic and demographic cycles.** Studies developed by Benesch not only calculate impact fee rates, but also document cost of growth that can be used during pre-negotiations with large developments, even during sporadic growth cycles. The institutional knowledge gained from our experience cannot be matched by any other firm in the industry.

✓ **Insight and Outcome:** Our proposal describes an exceptional insight that has produced especially effective outcomes for our clients over the past 32 years. Our approach and the related project descriptions included herein provide examples of insight offered and effective outcomes achieved through Benesch's work for several of our clients to help them reach their growth management and economic development goals. With our dedicated Public Finance Group, we are able to meet most desired time frames while still providing high-quality products.

The City has requested professional services related to the update of its impact fee program and identify additional impact fee service areas, if needed. Our approach and the related projects included in this proposal indicate our unique insight in performing these services and the effective outcomes that have provided significant results for our clients. In addition, given on-going restrictions due to COVID-19, Benesch started offering multiple virtual meeting options to its clients to ensure that the projects remain on schedule. We have had much success conducting different types of meetings using various platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Council presentations/adoption hearings.

In conclusion, we would like to emphasize the personal commitment of our team to perform a study of the highest quality within the City's desired time frame. The study will **address your objectives and focus on impact fee strategies that result in accurate and equitable impact fee programs that fulfill all the legal requirements.** Thank you for the opportunity to submit our qualifications; we look forward to the opportunity to provide our services to the City of Lake Geneva.

Sincerely,



Nilgün Kamp, AICP
Director of Public Finance & Infrastructure Planning

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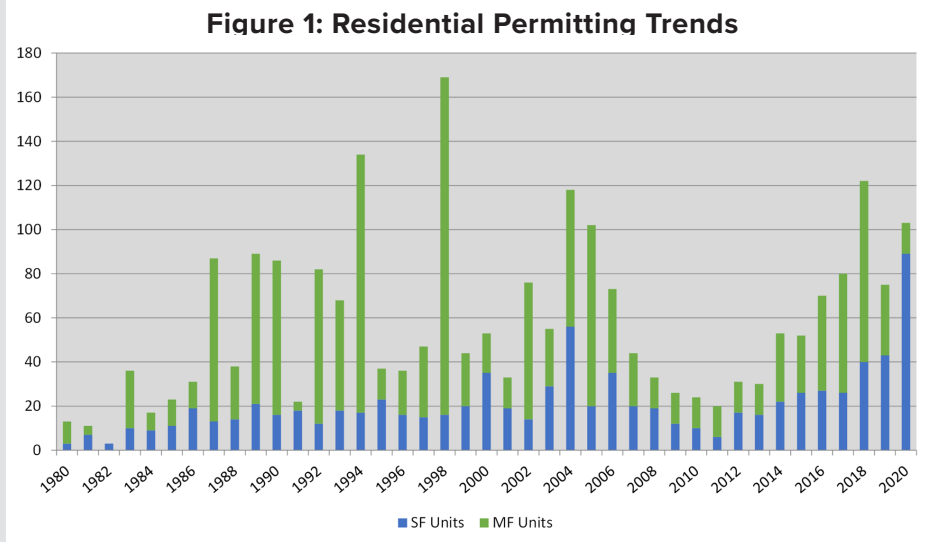
Cover Letter

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City of Lake Geneva // Public Facility Needs Assessment and Impact Fee Study

Section 1 // Background Review & Work Tasks

Located on Geneva Lake in southeastern Wisconsin, the City of Lake Geneva has a population of approximately 8,400 within 6.87 square miles. The City's population increased by 10 percent since 2010. In addition, the City provides services to a daytime tourist population of 30,000 to 50,000. As shown in Figure 1 at right, trends since 1980s suggest that following great recession, Lake Geneva started to experience an increase in its residential permitting levels. Over the past five years, the average distribution of single family and multi family units were almost equal.



Source: US Census Building Permits Survey

To help providing funding for additional infrastructure needed due to new growth, the City implemented impact fees in 1990 for the following service areas, which were last updated in 2003/2004:

- Water
- Wastewater
- Parks

To reflect current conditions and data, the City requested proposals from qualified firms to update the existing impact fee programs as well as evaluate the need for additional impact fee program areas. In addition, the City is interested in evaluating whether it is necessary to stop imposing any of the current impact fees.

Wisconsin State Statute 66.0617 defines public facilities that are eligible for an impact fee program as follows:

- Highways and other transportation facilities
- Wastewater
- Stormwater
- Water
- Parks, playgrounds, and land for athletic fields
- Solid waste and recycling facilities
- Fire protection facilities
- Law enforcement facilities
- Emergency medical facilities
- Libraries

Given this, the study will evaluate the feasibility of developing an impact fee program for transportation, stormwater, solid waste, fire protection, law enforcement, emergency medical facilities and libraries.

The City's Comprehensive Plan outlines goals related to efficient growth patterns and discusses suggested changes to growth policy as part of the 2019-2020 update. The City is interested attracting development where the facilities are available through infill or redevelopment, while protecting natural resources in more rural sections of the city. In addition, to provide additional housing that is affordable to all income groups, the Plan considers smaller lots size and development of more accessory dwelling units (ADUs) as some of the tools.

Previous impact fee programs developed by our Team incorporated rate structures that support these types of goals by varying fees by subareas, by size of home, and other methods. These tools will be available to the City as part of this study.

The Tindale Oliver-Benesch Team includes planners, engineers, economists, and GIS specialists with in-depth experience in planning and impact fee studies for a wide range of program areas, including those listed by the City. In addition, our Team has prepared Parks and Fire Master Plans, Long Range Transportation Plans, Transit Development Plans, Wastewater Treatment Plant Master Plans and other planning studies and understands the relationship between impact fees, master plans, and economic development and growth management goals.

The following sections provide a detailed scope of work outlining specific tasks that will be completed as part of the technical study.

Scope of Work

The scope of services requested by the City of Lake Geneva fulfills all the requirements of State Statute 66.0617, including:

- A review of the inventory of existing facilities including an identification of deficiencies in those facilities based on identifiable service level standards.
- A listing of specific projects to be included in the impact fee study update, including actual and updated capital cost estimates.
- An updated impact fee that is fair and equitable and proportionally charges for the share of new, improved or expanded facilities to new growth in the City of Lake Geneva.
- A calculation of the effect of the updated fees will have on housing affordability within the City.

The scope of services is organized into five primary tasks.

The work will reflect population growth projections, capital improvement projects/needs for each service area and available funding through a review of available facility plans/ Capital Improvement Plans and other related information, calculation of updated impact fee levels and estimated impact fee revenues. In addition, the scope includes a review of additional impact fee areas that should be studied further.

1 TASK 1: Background and Methodology Review

Immediately upon receipt of the Notice to Proceed, the Tindale Oliver-Benesch Team (Benesch) will coordinate with the City for the identification and collection of specific studies, data, any technical reports, Comprehensive Plan, Capital Improvement Plans, any Master Plans (as available), existing conditions of the facilities and future needs, current policies and procedures related to facility standards, and other related information necessary to complete the impact fee study.

Benesch will review the background information and facilitate a kickoff meeting with key City staff to confirm study objectives, identify and discuss major technical, legal, and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule as necessary. Some of the technical and policy issues that will be discussed include the following:

- Inventory and current conditions of the facilities
- Comprehensive Land Use Plan, Capital Improvement Plans (CIP), master plans, and projects and associated funding sources and levels
- The City's growth patterns and levels, including rate of growth in population
- Impact of growth on infrastructure and funding levels needed to support future infrastructure needs
- Impact fee variables that need to be updated
- Consumption-based vs. recoupment/needs-based methodologies and Benesch's Economic Growth method that creates a link between these methods
- Recent trends in land and construction costs experienced by the City
- Level of service (LOS) analysis
- Methodology used to measure demand for each impact fee program area
- Other related issues, as applicable

The input received during this meeting will be incorporated into the remaining tasks.

2 TASK 2: Impact Fee Technical Analysis

This task will review future growth projections, level of service for each service area and develop impact fee calculations.

Subtask 2.1: Future Growth Projections and Level of Service (LOS) Analysis

Benesch will document and update the City's historical population growth patterns and projections for future growth over the next 20 years using data available from the City's Comprehensive Land Use Plan, the US Census and available development data/information. A review of recent permitting trends by land use will be completed as data available. Any changes to growth patterns (location, land use, etc.) will be documented.

The City's current, achieved LOS and its established LOS standards will be used to determine the appropriate LOS for each service area. To the extent data is available, LOS standards adopted by similar/nearby communities will be provided. This analysis will provide a foundation for determining if there are any existing deficiencies, and if not, whether existing facilities are sufficient to accommodate upcoming growth or there is a need to build additional facilities.

Subtask 2.2: Inventory of Existing and Planned Facilities

The City will provide information on the inventory of the existing capital facilities within the city, as well as on their existing conditions. Planned facilities will be documented based on the information in the Capital Improvement Plan (CIP) and other documents collected as part of the Task 1 effort, as well as discussions with City staff.

In addition to the CIP, any long range and/or master plans the City has prepared for the impact fee service areas will be reviewed.

The parks inventory will include park land and recreational facilities qualified to be funded with parks impact fee under the State legislation. The City's Comprehensive Plan, updated in March 2020, provides a listing of parks and open space along with information on acreage and recreational facilities. If this inventory represents the most current information, it will be reviewed to identify land and facilities that can be funded with impact fees.

It is our understanding that the Lake Geneva Utility Commission provides water and treats wastewater for the City of Lake Geneva. The water and wastewater inventories will include supply, treatment, distribution and other plants, and other related capital infrastructure. A summary of the capital asset inventory, as well as planned facilities for each program area, will be developed.

Subtask 2.3: Demand Component

The Benesch Team will calculate the demand component for each impact fee program area. In the case of parks and recreation facilities, demand is measured in terms of persons per housing unit. The most recent data on this variable for the City of Lake Geneva will be obtained from the US Census and American Community Survey. At this time, the City has a combined fee for all residential development. If desired, the demand component can be refined to measure the impact of different types of residential development (single family, multi-family, etc.). In addition, the fee structure can be tiered to reflect fewer persons per housing unit in the case of smaller homes. This approach is helpful in moderating the impact fee of the fees for affordable/workforce housing.

In the case of utilities, the demand is measured in terms of residential equivalent unit (REU)s. Some of the accepted methodologies for water and sewer impact fees include meter equivalents; customer attributes (e.g., flow per

seat, square feet, etc.), plumbing fixtures, historical or projected usage, and hybrid approaches. Advantages and disadvantages of each approach will be discussed with the City prior to finalizing the demand component. Number of REU's will be identified. As part of the demand estimation, the existing and future available capacity at each facility type will be converted into units of service demand. The Benesch Team has extensive experience in developing the REU relationships for impact fee calculation purposes.

Subtask 2.4: Cost Component

The cost component for each impact fee program area will be estimated to reflect the current cost of adding capacity in Lake Geneva for each program area. Cost elements reviewed will include design and engineering inspection, construction, land/right-of-way purchase, equipment purchase and other related costs.

Benesch will review the costs of facilities included in the previous technical study and assist the City staff in determining whether project costs from the previous study occurred. These costs estimates will be updated to reflect the actual cost for projects that were built.

For projects that were included in the study, but are not yet built, we will work with the City staff to determine whether these projects are still being planned and update the costs as needed.

Finally, future capital projects that were not contemplated during the previous study will be reviewed to determine whether they qualify to be included in the impact fee study and will be incorporated into the calculations as appropriate. In developing unit cost estimates, Benesch will review CIPs, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land purchases or appraisals, and other relevant documents to identify capital service improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the City.

The Benesch Team's experience in estimating costs and cost data collected during prior impact fee studies as well as availability of Utility Engineers as part of our staff will assist us in this task.

Subtask 2.5: Credit Component

Section (2)(b) of the State Statute 66.0617 states that although municipalities are authorized to use other revenue

sources for public facilities, the amount of an impact fee imposed shall be reduced to compensate for any other costs imposed by the municipality on developers to provide or pay for capital costs. Given this requirement, it is important to evaluate new growth's contribution towards facility funding through other taxes/revenue sources. Benesch will review historical and projected capital improvement funding sources and expenditures for land, construction, design, and engineering inspection and other related costs in the City of Lake Geneva. Funding sources may include taxes, special assessments, grants, user fees, among others. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula to avoid "double recovery" of costs as part of the impact fees.

Subtask 2.6: Calculated Impact Fee Schedules and Revenue Estimates

Based on the analysis conducted in previous tasks, this task will develop fee schedules for each program area. The analysis will establish the necessary nexus of fees for different property use types. A comparison of fees implemented in surrounding jurisdictions will also be shown. Revenue estimates for each fee area will be prepared to assist the City in determining the need for fees as well as adoption percentages and possible phasing of the fees. These projections will be compared to future project needs and related funding needs. This analysis will help determine if the City should no longer impose an impact fee for any of the existing fees and allow the community leaders to adopt fee levels based on the community's future needs. If it is determined that any of the existing fees should no longer be charged, a strategy to discontinue that impact fee will be recommended.

Subtask 2.7: Impact on Housing Affordability

State Statute 66.0617 allows for discounting or exempting impact fees for low cost housing as long as this reduction is not charged to remaining development. Benesch will work with the City staff to document available supply of affordable housing in the city as well as recently permitted homes that would qualify under affordable housing criteria. This information will assist the City Council to make the policy decision of reducing or eliminating fees for low cost housing.

Subtask 2.8: Technical Report

The results of Tasks 1 and 2 will be summarized in a draft technical report. The technical report will include all information, estimates, projections, and data analysis as well as any assumptions made and methodologies employed to complete these tasks.

Upon receipt of comments from the City staff and City Council, Benesch will make the necessary revisions to the draft report and submit the final report. The technical reports and work conducted will be transparent, clearly documented, and in compliance with the documentation required by Wisconsin statute.

3 TASK 3: Additional Impact Fee Areas

This task will review other fees areas and develop impact fee calculations as needed.

Subtask 3.1: Review of Eligible Fee Areas

The City is interested in determining if impact fees for any additional service areas should be implemented. As discussed previously, State Statute allows local governments to implement impact fees for the following capital facilities in addition to those the City has in place: stormwater; transportation; solid waste; fire; police; emergency rescue; and libraries.

Benesch will review capital needs in these additional service areas and compare the needs to available funding based on information provided by the City. In addition, current LOS of these services will be compared to the adopted LOS standards as well as future estimated LOS given the population rates to further identify need for additional facilities. Results of this analysis will assist the City to identify services areas that would benefit from an impact fee program.

Findings of this task will be summarized in a memorandum to the City Staff and Common Council. The memorandum will explain which capital facilities would benefit from an impact fee program and why. Similarly, facilities for which an impact fee program is not recommended will be provided along with reasons for the findings. This memorandum will be presented to the Common Council or other designated committee to obtain direction on whether to proceed with additional impact fee calculations.

Subtask 3.2: Development of Impact Fee Calculations

If the City Council or other designated Committee determines additional impact fees are appropriate, the Benesch Team will prepare a Public Facilities Needs Assessment and impact fee calculations following the same process and tasks identified for the update of the existing impact fees. Results of this analysis will be documented in a technical report.

4 TASK 4: Ordinance Assistance

The Benesch Team will assist the City staff and legal counsel with updates to the City's existing impact fee ordinance. We will provide sample ordinance languages, review documents provided by the legal counsel and be available for any questions.

5 TASK 5: Meetings and Presentations

As part of this study, Benesch will conduct five meetings virtually, which may include:

- Kick-off meeting with City staff and administration
- Draft results review meeting with the City staff and administration
- Presentation of findings regarding new fee areas at a City Council or a Committee meeting
- City Council workshop, which will present draft results and respond to questions
- Adoption hearing

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to City staff for review prior to the each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the City's Project Manager to ensure that the City is aware of the study's progress.

Given the current health concerns related to COVID-19, to ensure the study schedule is not adversely affected and the health and safety of both the City staff and Benesch personnel are protected and to reduce the study budget, we will conduct all meetings virtually. As mentioned previously, Benesch offers multiple virtual meeting options. Examples include GoToMeeting, GoToWebinar, MSTeams and Zoom. Depending on the scope of the meeting and number of participants, certain platforms perform better than others. We have had much success conducting different types of meetings using these platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/adoption hearings.

City of Lake Geneva // Public Facility Needs Assessment and Impact Fee Study

Section 2 // Firm Information

WHO WE ARE

Alfred Benesch & Company (Benesch) is a multi-disciplined engineering, landscape architecture and professional services firm. Since 1946, we have successfully completed thousands of planning, design and engineering projects throughout the United States. Benesch continually enhances infrastructure and communities – creating spaces and providing connections in ways that make a difference.

We provide industry-leading public finance, community planning, multimodal transportation and transit solutions by combining creativity and insight with technical expertise. Benesch delivers quality, innovative finance and infrastructure planning and engineering services that have led to a national reputation for exceptional client service and insightful, actionable solutions to issues that government officials face in planning, designing, financing, and implementing projects and policies.

Developing and improving communities through technical studies is a specialty of ours—and helping clients develop a common vision and organizational framework is a large part of what we do. Our talented staff is ready to help you balance your goals and planning needs within the limits of your schedule and budget.

Our Public Finance & Infrastructure Planning Practice is based in Tampa, Florida. Benesch has three offices in Wisconsin (Madison, Milwaukee and Oshkosh). Our staff from our Wisconsin offices will support our Public Finance Group for this study as needed.



OFFICE LOCATIONS



WHAT WE DO

	Public Finance		Landscape Architecture		Site Development
	Community Planning		Municipal		Value Methodology
	Buildings		Aviation		Water Services
	Environmental		Railroad		Bridges
	Geotechnical		Roadway		

Public Finance & Infrastructure Experience

Benesch's Public Finance & Infrastructure Planning Team specializes in impact fee studies, user fees, assessments, alternative funding studies as well as infrastructure plans. We are very familiar with various methodologies used to prepare fees and know how to apply each methodology correctly to ensure that the fee payer is not overcharged and that the fees are technically defensible.

Differentiating Features

The following paragraphs provide a summary of the Benesch's unique qualifications, experience, and innovations upon which we will draw in preparing the impact fee study for the City of Lake Geneva.

Impact Fee Methodology – Benesch principals have published articles on technical approach to developing impact fee programs. These articles discussed and compared various methodologies available, such as consumption based and improvements based methodologies, set the standard for impact fee studies and have been used by many agencies across the US to develop impact fee programs, including work by other consultants.

Trip Characteristics Studies for Impact Fees – Benesch has extensive experience in conducting trip characteristics studies for impact fees. Our trip characteristics database includes 345 studies on 40 different land uses. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development or update of impact fees and the creation of land use plan category trip characteristics for communities in Florida and other states. All of the firm's principals have managed, supervised, and/or conducted trip characteristic studies.

ITE Trip Length Subcommittee – Steve Tindale was the chair of the ITE Trip Length Subcommittee that developed trip length data for more than 30 land uses. He participated on the panel that introduced this information at the 67th Annual Meeting of the ITE.

Fire/EMS Impact Fee Methodologies – Benesch staff are very knowledgeable about different methodologies used to calculate fire/EMS impact fees and have used fire-flow, call-based, and functional population-based approaches in our impact fee work. We have worked with incident data through impact fee and fire assessment fee studies and are very

familiar with National Fire Incident Reporting System (NFIRS) and National Fire Protection Association (NFPA) standards and ISO requirements and ratings that tend to influence decisions on the timing and location of capital assets. Economic Growth Impact Fee Methodology – Benesch developed a methodology that allows impact fees to be sensitive to the growth rate of the jurisdiction or variation in the growth rate in subareas within a jurisdiction. We have directly tied the rate of growth in the impact fee equation and are now using this concept in our current impact fee studies. The methodology has been applied in impact fee studies completed for and adopted by the City of Albuquerque, NM, the City of Orlando, FL, and the Florida counties of Indian River, Pasco, and Marion.

Comparative Databases – Benesch has compiled a cost database that includes unit costs for several infrastructure program areas, including fees that will be evaluated as part of this study. This database supplements local information, which tends to have a small sample size and serves as a quality-control mechanism to determine whether the local costs are out of the range of what other jurisdictions experience. Similarly, our revenue credit database compares non-impact fee funding levels between jurisdictions and serves as a quality-control tool to ensure that the data used for impact fee calculations are accurate.

Economic and Demographic Analysis – Benesch maintains a database of demographic and economic characteristics of multiple counties and cities, historical trends, current rank of each jurisdiction in terms of each variable and the variation in this rank over time. Some of the variables included in the database are population (current, historical, projected), growth rates (rates and absolute growth), tax base distribution, permitting levels, employment, wages, income, taxable revenue per capita (property, fuel, sales, etc.), among others. This database and information enable Benesch to provide a perspective to each jurisdiction about their historical, current, and future conditions to make informed policy decisions.

Affordable Housing Incentives & In-Lieu Fees – Benesch has extensive experience in addressing incentives available for affordable housing and workforce housing development ranging from fee reductions to in-lieu and linkage fees.

Public Involvement/Presentations – Principals of Benesch have prepared and made more than 700 presentations

on fees during the last 30 years. Our staff are qualified to prepare materials for impact fee adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances. We also have worked very closely with fee evaluation and review committees and have been successful in building consensus among people with different opinions on a variety of fee-related topics.

Given on-going concerns due to COVID-19, Benesch currently offers multiple virtual meeting options to its clients to ensure that the projects remain on schedule. Examples of these options include GoToMeeting, GoToWebinar, MSTEams, and Zoom. Depending on the scope of the meeting and number of participants, certain platforms perform better than others. We have had much success conducting different types of meetings using these platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/adoption hearings.

Infrastructure Planning/Master Plans – Benesch has prepared Parks Master Plans, Fire Station Master Plans, Long Range Transportation Plans, Transit Development Plans, traffic impact analyses, Wastewater Treatment Plant Master Plans, School Master Plans, and other planning documents for local governments. We understand the relationship between fees, master plans, and economic development and growth management goals. With this experience, we address differential needs and funding on a citywide versus subarea basis, and this combination of providing infrastructure planning and funding services is one of the unique capabilities Benesch offers.

Utility Engineering Services – Benesch has dedicated utility engineers who specialize in the design of water and wastewater system improvements, master planning, asset management programs, capital facility improvements, among other services. This type of specialization is critical in developing sound water and wastewater impact fees.

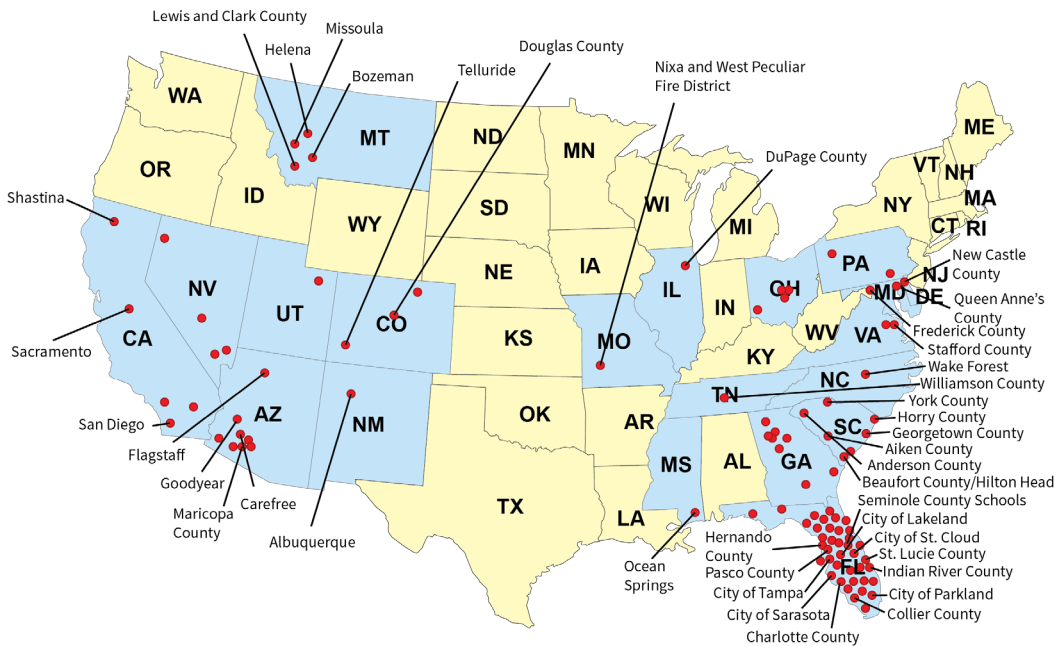
Expert Testimony – Steve Tindale has provided expert testimony and research on impact fee-related matters in several cases. Testimony has included a discussion that a development’s impact fees did not constitute “adequate provision” to mitigate all traffic impacts associated with an overpass, demonstration that a developer’s traffic study was flawed and incomplete, and parking testimony in an eminent domain case concerning the use of land for a parking garage. His testimony in these cases was key to winning an across-the-board victory for government clients in each of these cases.

Nationally Recognized – Nilgün Kamp is a member of the Growth and Infrastructure Consortium (GIC) (formerly National Impact Fee Roundtable), serving on the Board of Directors. She, Steve Tindale and Tyson Smith routinely make presentations and moderate sessions at annual GIC meetings.

Institutional Knowledge, Insight, and Outcomes – Our knowledge and insight, as described in this section, provide our clients with informative outcomes relevant to their specific needs.

In summary, Benesch specializes in the development of impact fees and other funding methods and their successful implementation, as evidenced in our previous work for many jurisdictions throughout Florida and the US as demonstrated on the map on the following page.

The Benesch Team's Similar Experience throughout the U.S.



Together with our trusted subconsultants, our team has successfully delivered Needs and Assessment and Public Impact Fee Studies across the nation for several similar municipalities. We have a proven working relationship together that will enable us to provide a comprehensive approach to your study. The following pages demonstrate just a sampling of this similar experience accompanied with references who can attest to our team's capabilities.

Our Subconsultants



GovRates is an exceptionally qualified utility, financial, rate, and management consulting firm that primarily serves governments. Located in Casselberry, Florida, the firm has provided consulting services in several states, as well as in Puerto Rico, the U.S. Virgin Islands, and Canada. GovRates has established a reputation for providing exceptional value and the highest-quality deliverables to its clients. The firm is fully qualified and insured for any rate and financial work that the City of Lake Geneva may require. Services provided by GovRates include:

- Rate, tax, cost of service, revenue sufficiency, and revenue enhancement studies.
- Strategic planning and financial / business models.
- Financing / funding optimization and feasibility.
- Capacity / impact fees (system development charges).
- Policy development assistance.
- Contract negotiations and service agreements.
- Public outreach and customer support.
- Expert witness and litigation support.



White & Smith attorneys are unique in that both Mark White and Tyson Smith have advanced planning degrees in addition to their law degrees. W&S specializes in impact fee legal requirements and ordinance preparation and has extensive experience related to impact fees. The firm also provides high quality plan implementation and urban planning strategies and tools for public and private sector clients. W&S has consistently demonstrated the ability to work with staff, development community, citizen groups and governing bodies to develop strategies and alternatives, and to achieve consensus. This involves preparing and leading committee workshops, charrettes, public meetings, and private focus groups.

Impact Fee and In-Lieu Fee Study

City of Hallandale Beach

EXPERIENCE



Background: Benesch (formerly Tindale Oliver) was retained by the City of Hallandale Beach to prepare an impact fee for four service areas and in-lieu fees for affordable housing and parking. This ongoing study will address all variables of impact fees and review Broward County's regulatory land use requirements for affordable housing and the City's parking requirements and inventory in developing the in-lieu fees.

Knowledge:

- Changing demographics with increase in younger population and significant seasonal population.
- County requirement to provide affordable housing for certain significant land use/zoning changes.
- Need to develop funding for necessary infrastructure.

Insights:

- Limited vacant property, suggesting need for high level of redevelopment in future.
- Significance of City's CRA and Activity Centers in the Land Use Plan.
- Fluctuations in cost of providing housing along waterfront vs. rest of city.
- High level of construction activity in southeast Florida, resulting in high construction costs.

Outcomes:

- Developed impact fees for multimodal transportation, parks and recreation, fire rescue, and law enforcement service areas.
- For multimodal transportation impact fee, developed alternative scenarios measuring all travel vs. travel on city roads.
- Provided parameters needed to establish parking in-lieu fee.
- Conducted research on practices used by other jurisdictions in Broward County and Florida on parking and affordable housing in-lieu fees.
- Provided options in adopting in-lieu fees for affordable housing mitigation to respond to County regulations and assist in increasing future affordable housing units.

Key Issues

- Changing demographics
- Affordable housing requirements
- The need for infrastructure funding

Dates of Service

8/2017 – 4/2019

Project Cost

\$203,921

Client Reference

Vanessa J. Leroy, Director
Community Enhancement &
Sustainable Development
Department
400 South Federal Highway
Hallandale Beach, FL 33009
P: 954-457-1376
E: vleroy@
hallandalebeachfl.gov

User Fee/Impact Fee Studies

City of Hollywood, FL



Background: The City of Hollywood Fire Prevention & Life Safety Division is responsible for fire inspections of existing properties and for evaluating and approving all plans of new or renovation construction in partnership with the Building Department and other related City Departments. The City of Hollywood retained Benesch (formerly Tindale Oliver) in 2013 and 2015 to update the City's fire user fees and in 2020 to update its parks impact fee and develop additional impact fees.

Knowledge

- The City's growth is primarily through redevelopment projects.
- Need to update the parks impact fee and develop impact fees for multimodal transportation, general government buildings, law enforcement and fire rescue services.

Insights

- Lack of vacant land resulting in high land values.
- Variation in needs by program area and need to demonstrate future revenues in relation to the capital needs.
- Determination of appropriate LOS to use for impact fee calculations.
- Impact of HB 337 on the adoption process.

Outcomes

- Developed impact fee schedules for each service area.
- Calculated phased fee levels in relation to HB 337 requirements.
- Presented study results and responded to questions.
- The impact fee study is in the implementation stages.

Key Issues

- City fire user fees
- Multiple impact fees
- Technical studies
- Impact of HB 337

Dates of Service

1/2020 - On-going (est. impact fee study 12/2022)

Project Cost

\$141,815

Client Reference

Mark Johnson
Project Manager
City of Hollywood
2600 Hollywood Boulevard,
Room 422
Hollywood, FL 33021
P: 954-921-3991
E: mljohnson@hollywoodfl.org

Fire, Law Enforcement and Parks Impact Fee Update

City of Lakeland, FL



Photo credit: City of Lakeland

Background: The City of Lakeland has been experiencing high population growth over the last several years, and more development is expected in the future. Benesch (formerly Tindale Oliver) was originally retained by the City in 1991 to update its **transportation impact fee**. In 2006, 2008, 2009, 2014, and 2019, the City again contracted Benesch to update several impact fee programs, including law enforcement, fire protection, and **parks and recreation**, as well as indexing studies.

Knowledge

- Lakeland has a population of 98,773 with an annual growth rate of 1.8% since 2000.
- Lakeland has one of the most progressive parks program in Florida providing a very high quality of service.
- Since 1989, when the City won an award from the Florida Chapter of the American Planning Association for its outstanding impact fee program, impact fees have been used to ensure a continuation of outstanding quality of service for its citizens.

Insights

- A higher-than-average parks and recreation impact fee resulted from the city's extensive parks inventory and high quality of service.
- The City has one of the most diverse revenue programs, including revenues from ownership of its electric utility and other unique sources.
- The City has a significant downtown development program and has developed exemptions of fees in this area.

Outcomes

- Originally provided the City with various adoption scenarios, including combinations of both phasing and indexing of impact fee schedules.
- Originally guided the City in development of master plans for fire protection and law enforcement program areas.
- Converted roadway fee to a multimodal fee, which was successfully adopted.
- Originally developed an administrative manual for the City's impact fee program and continue to assist the City in updating its policies and procedures.

Key Issues

- High population growth
- Multiple impact fees
- Diverse revenue program

Dates of Service

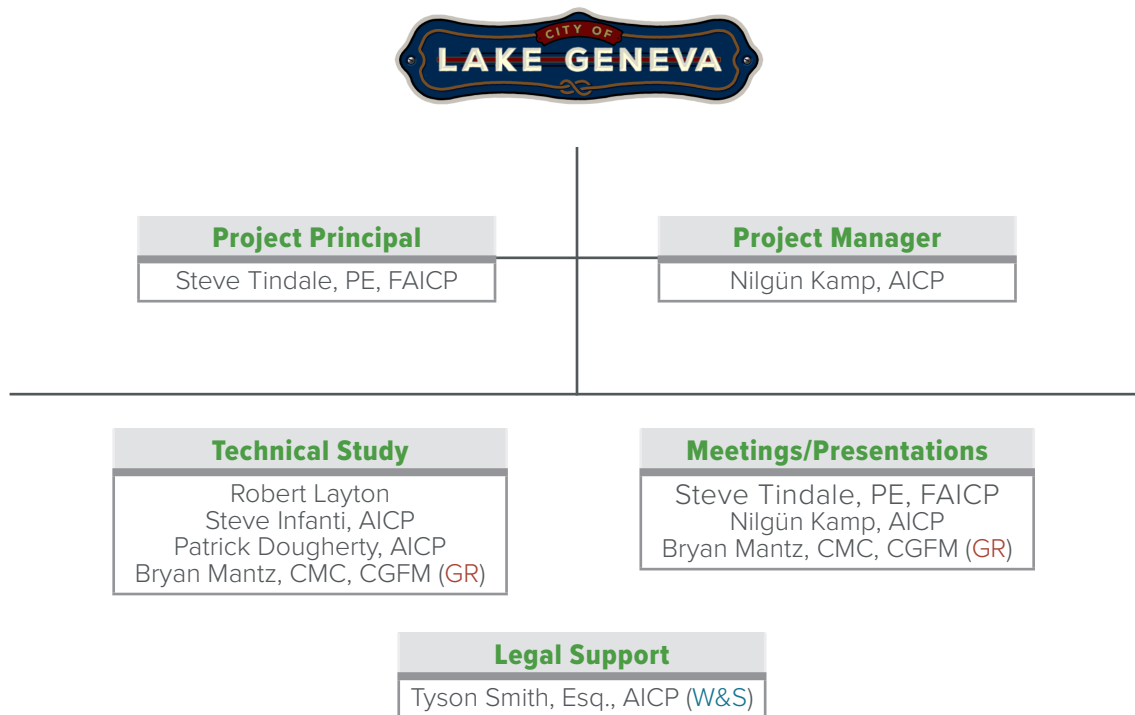
03/2019 - 06/2020 (most recent)

Project Cost

\$87,165 (most recent updates)

Client Reference

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Assistant Director of
Community & Economic
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City of Lakeland
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Subconsultant Legend

W&S White & Smith, LLC

GR GovRates



A. Nilgün Kamp, AICP

Project Manager

Ms. Kamp has been involved in public infrastructure financing for over 28 years. She has served as the project manager for approximately 300 impact fee, assessment, and user fee development and implementation studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries, and parks and recreational facilities.

Her experience also includes demographic and travel behavior analysis, demographic and population projections for funding studies, travel behavior analysis, economic and fiscal impact studies, demand components, demand analysis, and other related assessment and impact fee support activities. She is regularly invited to make presentations at industry conferences.

Project Experience

Transportation/Mobility

- Palm Beach County (2014, 2021)
- St. Lucie County (2016, 2021)
- City of Orlando (2012, 2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Flagler County (2020)
- Manatee County (2020)
- Martin County (2020)
- Hernando County (2013, 2019)
- Indian River County (2004, 2013, 2019)
- Hillsborough County (2016, 2019)
- City of Apopka (2019)
- Sumter County (2008, 2014, 2018)
- Collier County (2005, 2008, 2010, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2013, 2017)
- City of Bozeman, MT (2007, 2017)
- City of Sarasota (2016)
- City of St. Cloud (2003, 2006, 2016)
- City of Palm Beach Gardens (2016)
- Village of Royal Palm Beach (2016)
- City of Tampa (2007, 2014)
- Marion County (2014)
- Brevard County (2014)
- City of Lakeland (2008, 2014)
- Charlotte County (2013)
- Osceola County (2011)
- City of North Port (2011)
- City of Haines City (2009)
- Leon County (2008)
- Panama City (2008)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- Highlands County (2006)
- City of Deltona (2006)
- City of Ft. Pierce (2006)

- Polk County (2005, 2009)
- City of Palm Coast (2004)
- City of Kissimmee (2003, 2006)
- Pasco County (2006)
- Lake County (2007)

Parks and Recreation

- Palm Beach County (2014, 2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Martin County (2020)
- Flagler County (2020)
- Manatee County (2020)
- Indian River County (2004, 2013, 2019)
- Collier County (2009, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)
- City of Oviedo (2005, 2013, 2018)
- Town of Wake Forest, NC (2017)
- Orange County (2004, 2012, 2017)
- Village of Royal Palm Beach (2017)
- City of Largo (2016)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Volusia County (2008)
- Panama City (2008)
- Lake County (2007)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- City of Deltona (2005)



Education

MA, Economics, University of South Florida

MA, International Relations & Pacific Studies, University of California San Diego

BA, Economics, University of California San Diego

Years of Experience: 28

Registrations and Certifications

AICP - 019238

Professional Affiliations

American Planning Association (APA)

American Institute of Certified Planners (AICP)

Women's Transportation Seminar, Immediate Past President, Tampa Bay Chapter

Growth and Infrastructure Consortium, Board of Directors, Treasurer

Fire/EMS

- Palm Beach County (2014, 2021)
- City of Ocala (2018, 2021)
- City of Brooksville (2021)
- Hardee County (2021)
- Hernando County (2015, 2020)
- Seminole County (2020)
- City of Hollywood (2013, 2020)
- Charlotte County (2020)
- Lake County (2007, 2011, 2013, 2015, 2016, 2018, 2019, 2020)
- Martin County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- Manatee County (2019)
- City of Mount Dora (2019)
- North Collier Fire District (2004, 2015, 2017, 2019)
- City of Lake City (2008, 2009, 2014, 2015, 2017, 2019)
- City of Bartow (2010, 2015, 2016, 2017, 2018, 2019)
- City of Lauderdale Lakes (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2018)
- Collier County (2005, 2010, 2014, 2018)
- Columbia County (2013, 2017)
- Orange County (2005, 2013, 2017)
- City of Palm Beach Gardens (2016)
- City of Clermont (2015)
- Greater Naples Fire District (2004, 2015)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- City of Palm Bay (2011)
- City of Helena, MT (2007, 2009)
- Sumter County (2009)
- Lewis & Clark County, MT (2007, 2009)
- Volusia County (2008)
- Panama City (2007-2008)
- St. Lucie County (2007)
- City of St. Pete Beach (2006, 2007)
- City of Tavares (2006)
- Highlands County (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Deltona (2005)

Law Enforcement

- Palm Beach County (2014, 2021)
- City of Hollywood (2020)

- Village of Palm Springs (2020)
- Hernando County (2020)
- Flagler County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- Indian River County (2004, 2013)
- City of Casselberry (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Fruitland Park (2005)
- City of Deltona (2005)

Schools

- Seminole County (2015, 2017, 2020, 2021)
- Palm Beach County (2014, 2021)
- Orange County (2006, 2009, 2016, 2018, 2020)
- Hillsborough County (2017, 2020)
- Broward County (2017, 2020)
- Indian River County (2013, 2019)
- Collier County (2006, 2010, 2014, 2018)
- Lake County (2015, 2018)
- Volusia County (2013, 2018)
- Hernando County (2013, 2018)
- Osceola County (2009, 2012, 2014, 2017)
- Sarasota County (2015)
- Brevard County (2014)
- Highlands County (2006)
- Citrus County (2003, 2006)

Public Libraries

- Palm Beach County (2014, 2021)
- Hernando County (2020)
- Seminole County (2020)
- Martin County (2020)
- Manatee County (2020)

- Flagler County (2020)
- City of Lakeland (2014, 2019)
- City of Mount Dora (2018)
- Brevard County (2014)
- Collier County (2004, 2006, 2010, 2014)
- Indian River County (2004, 2013)
- City of Parkland (2011)
- Lake County (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- Citrus County (2006)

Government Buildings

- Palm Beach County (2014, 2021)
- Town of Pembroke Park (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Martin County (2020)
- Flagler County (2020)
- Hernando County (2020)
- City of Tamarac (2018)
- City of Oviedo (2005, 2013, 2018)
- Village of Royal Palm Beach (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2003, 2006, 2010, 2015)
- Indian River County (2004, 2013)
- City of Parkland (2011)
- City of North Port (2011)
- Highlands County (2006)
- Citrus County (2003, 2006)
- City of DeBary (2006)
- City of Ft. Pierce (2006)
- City of Deland (2004)
- City of Deltona (2004)
- City of Inverness (2004)

Correctional Facilities

- Hernando County (2020)
- Collier County (2009, 2013, 2018)
- Brevard County (2014)
- Indian River County (2004, 2013)
- Highlands County (2006)

Solid Waste/Stormwater

- Town of Pembroke Park (2021)
- Brevard County (2014)
- Indian River County (2004, 2013)
- City of North Port (2011)
- Panama City (2008)
- City of Ft. Pierce (2006)

Steve Tindale, PE, FAICP

Project Principal

Steve's primary work activities over the last 50 years have involved public funding studies and implementation of related ordinances. He has been involved in the development of special assessments/MSBUs, impact fees, and user fees for a variety of infrastructure projects, including fire/EMS, schools, parks and recreation, law enforcement, libraries, solid waste, government buildings, and transportation. Prior to his current position, he was the Public Works Director for the City of Tampa, where he was responsible for managing several departments. This experience provides him with a strong understanding of operating budgets and capital infrastructure programs.

Project Experience

Transportation/Mobility

- Palm Beach County (2014, 2021)
- St. Lucie County (2016, 2021)
- City of Orlando (2012, 2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Flagler County (2020)
- Manatee County (2020)
- Martin County (2020)
- Hernando County (2013, 2019)
- Indian River County (2004, 2013, 2019)
- Hillsborough County (2016, 2019)
- City of Apopka (2019)
- City of Lakeland (1991, 2008, 2014, 2019)
- City of Tampa (2007, 2014, 2018)
- Sumter County (2008, 2014, 2018)
- Collier County (2005, 2008, 2010, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2013, 2017)
- City of Bozeman, MT (2007, 2017)
- City of Sarasota (2016)
- City of St. Cloud (2003, 2006, 2016)
- City of Palm Beach Gardens (2016)
- Village of Royal Palm Beach (2016)
- Marion County (2014)
- Brevard County (1990, 1999, 2014)
- Charlotte County (1997, 2013)
- Pasco County (2001, 2006, 2013)
- Osceola County (2011)
- City of North Port (2011)
- City of Haines City (2009)
- Leon County (2008)
- Panama City (2008)
- City of Helena, MT (2007, 2009)
- Lewis & Clark County, MT (2007, 2009)
- Highlands County (2006)
- City of Deltona (2006)
- City of Ft. Pierce (2006)
- Polk County (2005, 2009)

- City of Palm Coast (2004)
- City of Kissimmee (2003, 2006)
- Pasco County (2001, 2006, 2013)
- City of Casselberry (2013)
- Lake County (2001, 2007)
- Pinellas County (1990)
- City of Plant City (1989, 2001, 2002)

Parks and Recreation

- Palm Beach County (2014, 2021)
- City of Brooksville (2021)
- Lake County (2021)
- Hernando County (2020)
- Flagler County (2020)
- Village of Palm Springs (2020)
- City of Hollywood (2020)
- Martin County (2020)
- Manatee County (2020)

Fire/EMS

- Palm Beach County (2014, 2021)
- City of Brooksville (2021)
- Hardee County (2021)
- City of Ocala (2018, 2020, 2021)
- Hernando County (2015, 2021)
- Lake County (2007, 2011, 2013, 2015, 2016, 2017, 2018, 2019, 2020, 2021)
- Seminole County (2020)
- City of Hollywood (2013, 2020)
- Charlotte County (2020)
- Martin County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- City of Lake City (2008, 2009, 2014, 2015, 2017, 2019)
- Indian River County (2004, 2013, 2019)
- City of Mount Dora (2019)
- City of Lauderdale Lakes (2018)
- City of Oviedo (2005, 2013, 2018)
- North Collier Fire District (2004, 2015, 2017, 2019)
- City of Bartow (2010, 2015, 2016, 2017, 2018, 2019)
- City of Hallandale Beach (2018)



Education

MS, Business Administration/
Management, University of South
Florida

BS, Engineering, University of
South Florida

Years of Experience: 50

Registrations and Certifications

Professional Engineer:
Florida PE - 16434

AICP - 14432

Professional Affiliations

College of Fellows, American
Institute of Certified Planners
(FAICP)

American Planning Association
(APA)

American Public Works
Association (APWA)

Institute of Transportation
Engineers (ITE)

Urban Traffic Engineers Council
(UTEC)

Project Principal

- City of Bozeman, MT (2018)
- Collier County (2005, 2010, 2014, 2018)
- Columbia County (2013, 2017)
- Orange County (2005, 2013, 2017)
- City of Palm Beach Gardens (2016)
- Greater Naples Fire District (2004, 2015)
- Brevard County (2014)
- City of Casselberry (2013)
- City of Palm Bay (2011)
- City of North Port (2011)
- City of Palm Bay (2011)
- City of Helena, MT (2007, 2009)
- Sumter County (2009)
- Volusia County (2008)
- Panama City (2007-2008)
- St. Lucie County (2007)
- City of St. Pete Beach (2006, 2007)
- City of Tavares (2006)
- City of Plant City (1999, 2006)

Law Enforcement

- Palm Beach County (2014, 2021)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Flagler County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- City of Casselberry (2013)
- Charlotte County (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Bozeman, MT (2007)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- Citrus County (2006)
- City of Plant City (1989, 2006)

Schools

- Palm Beach County (2014, 2021)

- Seminole County (2015, 2017, 2020, 2021)
- Orange County (2007, 2009, 2016, 2018, 2020)
- Hillsborough County (2017, 2020)
- Broward County (2017, 2020)
- Collier County (2006, 2010, 2014, 2018)
- Indian River County (2013, 2019)
- Lake County (2015, 2018)
- Volusia County (2013, 2018)
- Hernando County (2013, 2018)
- Osceola County (2009, 2012, 2014, 2017)
- Sarasota County (2015)
- Brevard County (2014)
- Pasco County (2005)

Public Library

- Palm Beach County (2014, 2021)
- Seminole County (2020)
- Martin County (2020)
- Manatee County (2020)
- Flagler County (2020)
- City of Lakeland (2014, 2019)
- City of Mount Dora (2018)
- Brevard County (2014)
- Collier County (2004, 2006, 2010, 2014)
- Indian River County (2004, 2013)
- City of Parkland (2011)
- Lake County (2007)
- Highlands County (2006)
- Citrus County (2006)
- City of St. Pete Beach (2006, 2007)

Government Buildings

- Palm Beach County (2014, 2021)
- Town of Pembroke Park (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Flagler County (2020)
- Martin County (2020)
- Hernando County (2020)
- City of Tamarac (2018)
- City of Oviedo (2005, 2013, 2018)
- Village of Royal Palm Beach (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2003, 2006, 2010, 2015)
- Indian River County (2013)
- City of Parkland (2011)
- City of North Port (2011)
- Highlands County (2006)
- Citrus County (2003, 2006)
- City of DeBary (2006)

- City of Deland (2004)
- City of Deltona (2004)
- City of Inverness (2004)

Correctional Facilities

- Collier County (2009, 2013, 2018)
- Brevard County (1999, 2014)
- Indian River County (2013)

Solid Waste/Stormwater

- Town of Pembroke Park (2021)
- Brevard County (2014)
- Indian River County (2004, 2013)
- City of North Port (2011)
- Panama City (2008)
- City of Ft. Pierce (2006)

Robert Layton

Technical Study

Robert's primary experience is in public finance studies, including impact fee and assessment studies for fire, EMS, schools, law enforcement, correctional facilities, government buildings, transportation, solid waste, libraries, and parks & recreation facilities. His background in economics enables him to work effectively with economic/demographic variables, capital improvement programs, expenditure and revenue figures, and other financial material. He also has extensive experience with property appraiser databases and has been involved in the preparation of administrative manuals for several jurisdictions.

Project Experience

Transportation/Mobility

- City of Hollywood (2020)
- Manatee County (2020)
- Martin County (2020)
- Hernando County (2013, 2020)
- Hillsborough County (2016, 2019)
- City of Apopka (2019)
- Indian River County (2013, 2019)
- Sumter County (2008, 2014, 2018)
- Collier County (2008, 2010, 2013, 2018)
- City of Tamarac (2018)
- City of Mount Dora (2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2017, 2018)
- Clay County (2017)
- Orange County (2013, 2017)
- City of Sarasota (2016)
- City of St. Cloud (2016)
- St. Lucie County (2016)
- City of Palm Beach Gardens (2016)
- Palm Beach County (2015)
- City of Tampa (2009, 2014)
- Pasco County (2014)
- Brevard County (2014)
- Marion County (2014)
- Osceola County (2011, 2014)
- City of Lakeland (2014)
- Charlotte County (2013)
- City of Oviedo (2013)
- City of Casselberry (2013)
- City of Orlando (2012)
- City of North Port (2011)
- City of Haines City (2009)
- City of Helena (MT) (2007, 2009)
- Polk County (2009)
- Lewis & Clark County (MT) (2007, 2009)
- Leon County (2008)
- Panama City (2008)

Transit/Planning

- Ocala Marion TPO 2040 LRTP
- Pasco County MPO 2040 LRTP
- Collier County MPO 2040 LRTP

- Hernando/Citrus MPO 2040 LRTP
- Pinellas County MPO 2040 LRTP
- St. Lucie County 2040 LRTP
- Broward County Transit TDP
- Pasco County MPO TDP
- City of Edgewater Community Redevelopment Plan Update

Parks and Recreation

- City of Tamarac (2018)
- City of Mount Dora (2018)
- Collier County (2013)

Fire/EMS

- City of Mount Dora (2018)
- City of Bozeman, MT (2017)
- City of Lakeland (2013)
- Collier County (2013)

Law Enforcement

- City of Mount Dora (2018)

Schools

- Orange County (2013, 2018, 2020)
- Collier County (2008, 2013, 2020)
- Broward County (2017, 2020)
- Palm Beach County (2014, 2020)
- Hillsborough County (2016, 2017, 2020)
- Indian River County (2013, 2019)
- Lake County (2015, 2018)
- Hernando County (2013, 2018)
- Sarasota County (2015)
- Osceola County (2011, 2014)
- Sumter County (2008, 2014)
- Charlotte County (2013)

Public Libraries

- City of Mount Dora (2018)

Government Buildings

- City of Tamarac (2018)

Correctional Facilities

- Collier County (2013)



Education

BA, Economics/Business Administration, University of Florida

Years of Experience: 14

Professional Affiliations

American Planning Association (APA)

Other

- Orange County Fiscal Sustainability Study (2015)
- City of Clermont User Fees (2015)
- City of Bartow Financial Services (2014)
- Orange County Alternative Road Impact Fee Studies (2007-2010)
- Hillsborough MPO Alternative Funding Study (2011)
- Osceola County Transportation Funding Study (2011)
- Collier County Fair Share Funding (2009)

Patrick Dougherty, AICP

Technical Study

Patrick has a background in human geography, geographic information systems, spatial analysis, and data management, providing expertise in visualizing and analyzing data for a wide array of projects. He has experience and expertise in community planning and design and public finance projects, as well as various other transportation-related projects.

Project Experience

Transportation/Mobility

- Public Finance Planning
- Collier County (Ongoing)
- City of Sarasota (Ongoing)
- Collier County (2018-Ongoing)
- Martin County (2020)
- Manatee County (2020)
- Flagler County (2020)
- City of Hollywood (2020)
- Orange County (2017, 2020)
- Hillsborough County Schools (2017, 2020)
- Broward County Schools (2018, 2020)
- City of Tampa (2019)
- Hillsborough County (2018)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- Sarasota County Schools (2015)
- North Collier Fire District (2015)

Public Finance Planning

- Collier County (Ongoing)
- City of Sarasota (Ongoing)
- Collier County (2018-Ongoing)
- Martin County (2020)
- Manatee County (2020)
- Flagler County (2020)
- City of Hollywood (2020)
- Orange County (2017, 2020)
- Hillsborough County Schools (2017, 2020)
- Broward County Schools (2018, 2020)
- City of Tampa (2019)
- Hillsborough County (2018)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- Sarasota County Schools (2015)
- North Collier Fire District (2015)

Community/CRA Planning

- Bayshore CRA (Collier County) (Ongoing)
- Ft. Walton Beach CRA (2017-2018)
- Port St. Lucie Neighborhood Plans (2014-2018)
- Ft. Lauderdale Uptown Village LUPA and Form Based Code (2016-2017)
- Longboat Key Town Center Master Plan and Overlay (2014-2015)
- Lakeland East Main Street Economic Development Strategic Action Plan (2014-2015)



Education

MA, Urban and Regional Planning, The University of South Florida

BS, Human Geography/GIS, The Pennsylvania State University

Years of Experience: 6

Registrations and Certifications

AICP - 31949

Professional Affiliations

American Planning Association (APA)

American Institute of Certified Planners (AICP)

American Association of Geographers (AAG)

Steve Infanti, AICP

Technical Study

Steve is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling using Cube Voyager models and mapping, geodatabase design and geospatial analysis using ESRI ArcGIS. He has conducted numerous traffic impact studies, general traffic analyses, freight corridor screenings, crash data analyses and other similar projects.

Project Experience

Transportation/Mobility Impact Fee Studies

- City of Hollywood (2020)
- Flagler County (2020)
- Martin County (2020)
- Manatee County (2020)
- Hernando County (2013, 2019)
- Collier County (2010, 2013, 2018)
- City of Apopka (2019)
- Orange County (2013, 2017)
- Pasco County (2015)
- City of Tampa (2014)
- City of Lakeland (2014)
- Indian River County (2013)

Transportation Planning/Mobility Studies

- Pasco County Congestion Management Process (CMP) (2020)
- FDOT District 7 Intermodal Center Studies for University Area and Wesley Chapel (2017-Ongoing)
- City of Sarasota Parking Study - The Bay Project and Rosemary District (2019)
- Sarasota County Dove

Corridors/Special Transportation Studies

- Broward MPO SR 7 Multimodal Corridor Study (2016)
- Pasco County Ridge Road Extension Analysis (2015)
- FDOT District 5 Farmton DRI Technical Review (2014)

Traffic Studies

- City of Sarasota 4th Street Rezone Traffic Study (2021)
- City of Sarasota Luxe on Tenth Traffic Study (2020-2021)
- City of Sarasota Ringling Plaza East Traffic Study (2020)
- City of Sarasota First Home Bank Traffic Study (2020)
- FDOT District 7 Bayshore Boulevard Analysis (2020-2021)

- City of Sarasota Auteur Traffic Study (2018+2019)
- FDOT District 7 Van Dyke Road PD&E Traffic (2018)

L RTPs

- Charlotte County MPO 2045 Long Range Transportation Plan (20212)
- Pasco County MPO 2045 Long Range Transportation Plan (2018-2020)
- Pasco County MPO Buildout Model Development and Corridor Preservation Update (2016-2020)
- Collier County MPO 2040 Long Range Transportation Plan Amendment (2018)
- Hernando/Citrus MPO 2040 Long Range Transportation Plan (2015)
- St. Lucie TPO 2040 Long Range Transportation Plan (2014)

GEC

- City of Sarasota General Engineering Consultant (Ongoing)
- City of Tampa General Engineering Consultant (1999-Present)

Bike Ped/Complete Streets

- Hernando/Citrus MPO Good Neighbor Trail Alternatives Analysis (2015)
- City of Sarasota Citywide Mobility Plan (2015)

Land Use

- Collier County Town Conversion Concept (2020-2021)



Education

Graduate Certificate, GIS Applications Specialist, Sault College, ON

BA, Geography, Laurentian University

Years of Experience: 19

Registrations and Certifications

AICP - 022648

Professional Affiliations

American Planning Association (APA)

American Institute of Certified Planners (AICP)

Florida Statewide Modeling Taskforce

Tampa Bay Transportation Applications Group



E. Tyson Smith, Esq., AICP

White & Smith Planning and Law Group

255 King Street

Charleston, South Carolina 29401

(843) 937-0201

tsmith@planningandlaw.com

www.planningandlaw.com

Role: Impact Fee Analysis Support

WHITE &
SMITH, LLC
PLANNING AND
LAW GROUP

Tyson Smith has been working in local government law and land use planning since 1992, first, as an in-house planner and, since 2000, as a planning consultant and attorney. Mr. Smith has served over fifty jurisdictions around the country on matters related to impact fees and other public facility tools, including concurrency/APF, tax increment financing, development agreements, and exactions. Mr. Smith is the former chairman of the board for the Growth & Infrastructure Consortium. Mr. Smith also is certified mediator (SC) and holds law licenses in Florida and South Carolina.

RECENT IMPACT FEE CLIENTS

Florida: Apopka, Aventura, Casselberry, Citrus County, Brevard County, Collier County, Coral Springs, Deltona, Escambia County, Flagler County, Ft. Pierce, Hernando County, Hillsborough County, Indian River County, Inverness, Kissimmee, Lakeland, Manatee County, Marion County, Orange County, Orlando, Osceola County, Oviedo, Palm Beach County, Palm Coast, Panama City, Pasco County, Sarasota, Sarasota County, St. Johns County, St. Lucie County, and Tavares.

Nationwide: Washoe County (Reno, NV), Nye County (NV), Missoula (MT), Bozeman (MT), Georgetown County (SC), Aiken County (SC), Anderson County (SC), Cheyenne (WY), Helena (MT), Queen Anne's County (MD), Sunbury (OH), Delaware (OH), Fairfield (OH), Garden City (GA), Cary (NC), Salt River Pima Indian Community, Avondale (AZ), Flagstaff (AZ), Queen Creek (AZ), Maricopa County (AZ), Goodyear (AZ), Yuma (AZ).

EDUCATION BACKGROUND

- > Juris Doctor, University of Florida (2000)
- > Master of Arts (Urban and Regional Planning), University of Florida (1995)
- > Bachelor of Arts (Economics), University of North Carolina at Chapel Hill (1991)

EXPERT WITNESS

For Monroe County, *Guitierrez v. Florida Department of Community Affairs and Monroe County*, DCA 07-OR-263; June 2008.

AFFILIATIONS

- > **Member**, Growth and Infrastructure Consortium, Board of Directors
- > **Member**, Mediation and Meeting Center of Charleston
- > **Member**, American Planning Association
- > **Member**, Institute of Municipal Lawyers Association

LICENSES AND CERTIFICATIONS

- > **Member**, American Institute of Certified Planners**Certified**, Civil Court Mediator (SC)
- > **Member**, South Carolina Bar
- > **Member**, Florida Bar
- > **Certified**, Family Court Mediator (SC)

PROFESSIONAL CERTIFICATIONS:

- **CMC – Certified Management Consultant, No. 12237146**
- **CGFM – Certified Government Financial Manager, No. 15636**
- **Series 50-Qualified Municipal Advisor Representative**

EDUCATION:

- **MBA with Honors, Finance, Rollins College, 1999**
- **Awarded Merit Scholarship**
- **B.S., Economics, University of Pennsylvania, Wharton School of Business, 1996**
- **B.A.S., Management and Technology, University of Pennsylvania, School of Engineering and Applied Science, 1996**

PROFESSIONAL AFFILIATIONS:

- **American Water Works Association (AWWA)**
- **Active Member of National Rates and Charges Committee**
- **Association of Government Accountants (AGA)**
- **Government Finance Officers Association (GFOA)**
- **Institute of Management Consultants USA (IMC-USA)**
- **Water Environment Federation (WEF)**
- **Active Member of National Utility Management Committee**

PROFESSIONAL HONORS:

- **Two-Time National Best Paper Award: AWWA Management and Leadership Division (2012 and 2013)**



BRYAN A. MANTZ, CMC, CGFM PRESIDENT

Profile

Mr. Mantz serves as the President of GovRates, a utility, financial, rate, and management consulting firm that primarily serves governments. He has over 25 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. He has successfully completed hundreds of rate and financial projects for local government entities. Mr. Mantz specializes in strategic and business planning; forecasting; rate and regulatory matters; organizational and performance benchmarking / improvement; and project financing. He has served as an expert witness in rate cases.

As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. The CMC certification is awarded by the Institute of Management Consultants to select consultants who have met global standards for competence, ethics, and results, and is recognized by the insurance industry as reducing risk.

Mr. Mantz is also a certified government financial manager (CGFM). The CGFM is a professional certification awarded by the Association of Government Accountants (AGA) to recognize the unique skills and specialized knowledge required of today's government financial managers.

GovRates is registered as a municipal advisor with the Securities and Exchange Commission (SEC), and the Municipal Securities Rulemaking Board (MSRB).



BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

Profile (Continued)

Mr. Mantz is a Series 50-qualified municipal advisor representative. As such, he can legally provide advice and recommendations on the structure, timing, and terms of various financing options available to local governments.

A recognized expert in rate and financial issues, Mr. Mantz has been published in the *Journal AWWA*, the *Journal of Government Financial Management*, *Government Finance Review*, and the *Florida Water Resources Journal*, and his publications have been translated into other languages and used in university settings. He has been a coauthor or contributing author of several American Water Works Association (AWWA) manuals of practice, including *M1: Principles of Water Rates, Fees, and Charges*; *M29: Water Utility Capital Financing*; *M52: Water Conservation Programs – A Planning Manual*; and *M54: Developing Rates for Small Systems*. Mr. Mantz has served as a technical reviewer for AWWA's *M5: Water Utility Management* as well as the *Manual of Practice (MOP) 27: Financing and Charges for Wastewater Systems* published by the Water Environment Federation (WEF). He has also served as a peer reviewer of multiple articles submitted to the *Journal AWWA*.

Currently, Mr. Mantz is the Co-Chair of the Publications Committee that is a joint effort of the AWWA's national Rates and Charges and Finance, Accounting, and Management Controls Committees. In this position, he manages the development of rate-related publications outside of manuals of practice — articles, white papers, policy papers, standards, etc.

Mr. Mantz is the recipient of both the 2012 and the 2013 national AWWA Management and Leadership Division Best Paper Award. He is frequently invited to be a speaker at national and state conferences. Mr. Mantz is an active member of the AWWA national Rates and Charges Committee, the AWWA national Financial and Management Controls Committee, the AWWA national Strategic Management Practices Committee, and the WEF national Utility Management Committee, and he has also served as a member of the AWWA national Water and Wastewater Rate Survey Advisory Committee.



REFERENCE 1

Vanessa J. Leroy, Director
 City of Hallandale Beach Community
 Enhancement & Sustainable Dev. Dept.
 P: 954-457-1376
 E: vleroy@hallandalebeachfl.gov

**REFERENCE 2**

Mark Johnson, Project Manager
 City of Hollywood, FL
 P: 954-921-3991
 E: mljohnson@hollywoodfl.org

**REFERENCE 3**

Brian Rewis, Assistant Director of
 Community & Economic Development
 City of Lakeland, FL
 P: 863-834-6258
 E: brian.rewis@lakelandgov.net

**REFERENCE 4**

Amy Patterson, Deputy County
 Manager
 Collier County, FL
 P: 239-403-2369
 E: amypatterson@colliergov.net

**REFERENCE 5**

Teresa Correa, Ph.D., AICP,
 Development Services Director
 City of Oviedo
 P: 407-971-5751
 E: tcorrea@cityofoviedo.net



City of Lake Geneva // Public Facility Needs Assessment and Impact Fee Study

Section 3 // Itemized Estimate of Costs

City of Lake Geneva Impact Fee Study
Budget Summary

TASK	DETAILED TASKS/SUBTASKS	PROFESSIONAL FEES
Update of the Existing Impact Fees	Tasks 1, 2, 4 and 5 (4 meetings out of 5)	\$74,515
Feasibility Analysis	Tasks 3.A and 5 (1 meeting)	\$15,880
Additional Fees per Impact Fee:	Task 3B (Transportation) & Task 3I	\$20,841
	Task 3C (Fire Rescue) & Task 3I	\$17,602
	Task 3D (EMS) & Task 3I	\$17,602
	Task 3E (Law Enforcement) & Task 3I	\$17,412
	Task 3F (Libraries) & Task 3I	\$16,581
	Task 3G (Solid Waste) & Task 3I	\$17,121
	Task 3H (Stormwater) & Task 3I	\$14,731

City of Lake Geneva Impact Fee Study
Budget Detail

Sub Task #	Subtask Description	Project Director	Project Manager	Legal Attorney	Senior Engineer/Planner	Planner/Engineer	Admin/Clerical	Total Task Hours	Burdened Cost/Task
		\$195.00	\$175.00	\$225.00	\$135.00	\$80.00	\$70.00		
TASK 1	BACKGROUND & METHODOLOGY REVIEW	4.0	7.0	12.0	6.0	3.0	1.0	33.0	\$5,825
1.1	Send Data Request Memorandum	1.0	2.0		1.0		1.0	5.0	\$750
1.2	Review Background Materials	3.0	5.0	12.0	5.0	3.0		28.0	\$5,075
TASK 2	IMPACT FEE TECHNICAL ANALYSIS	39.0	82.0	24.0	128.0	109.0	4.0	386.0	\$53,635
2.A	UPDATE PARKS & RECREATION IMPACT FEE	12.0	26.0	0.0	48.0	31.0	1.0	118.0	\$15,920
2.A1	Inventory	2.0	3.0		9.0	5.0	1.0	20.0	\$2,600
2.A2	Future Growth Projections/LOS Analysis	2.0	5.0		9.0	7.0		23.0	\$3,040
2.A3	Demand Component and Land Uses	2.0	5.0		7.0	5.0		19.0	\$2,610
2.A4	Cost Component	2.0	5.0		8.0	3.0		18.0	\$2,585
2.A5	Credit Component	2.0	5.0		8.0	6.0		21.0	\$2,825
2.A6	Calculated Fee Schedule & Revenue Projections	2.0	3.0		7.0	5.0		17.0	\$2,260

Budget Detail (cont.)

Sub Task #	Subtask Description	Project Director	Project Manager	Legal Attorney	Senior Engineer/Planner	Planner/Engineer	Admin/Clerical	Total Task Hours	Burdened Cost/Task
		\$195.00	\$175.00	\$225.00	\$135.00	\$80.00	\$70.00		
2.B	UPDATE WATER & WASTEWATER IMPACT FEES	20.0	38.0	0.0	49.0	53.0	1.0	161.0	\$21,475
2.B1	Inventory	4.0	5.0		6.0	6.0	1.0	22.0	\$3,015
2.B2	Future Growth Projections/LOS Analysis	4.0	6.0		10.0	8.0		28.0	\$3,820
2.B3	Demand Component and Land Uses	4.0	6.0		9.0	12.0		31.0	\$4,005
2.B4	Cost Component	4.0	8.0		8.0	9.0		29.0	\$3,980
2.B5	Credit Component	3.0	6.0		8.0	8.0		25.0	\$3,355
2.B6	Calculated Fee Schedule & Revenue Projections	1.0	7.0		8.0	10.0		26.0	\$3,300
2.C	IMPACT ON AFFORDABLE HOUSING	2.0	6.0	0.0	15.0	12.0	1.0	36.0	\$4,495
2.C1	Review of Impact on Affordable/Low Cost Housing	2.0	6.0		15.0	12.0	1.0	36.0	\$4,495
2.D	TECHNICAL REPORT	5.0	12.0	24.0	16.0	13.0	1.0	71.0	\$11,745
2.D1	Draft Technical Report	3.0	8.0	16.0	12.0	8.0	1.0	48.0	\$7,915
2.D2	Final Technical Report	2.0	4.0	8.0	4.0	5.0		23.0	\$3,830
TASK 3	REVIEW OF ADDITIONAL IMPACT FEES	101.0	214.0	0.0	354.0	378.0	9.0	1,056.0	\$135,805
3.A	IDENTIFICATION OF ADDITIONAL SERVICE AREAS	15.0	26.0	0.0	30.0	29.0	1.0	101.0	\$13,915
3.A1	Review of Eligible Impact Fee Infrastructure	14.0	21.0		21.0	22.0	1.0	79.0	\$11,070
3.A2	Summary Memorandum	1.0	5.0		9.0	7.0		22.0	\$2,845
3.B	DEVELOP TRANSPORTATION IMPACT FEE	12.0	26.0	0.0	61.0	56.0	1.0	156.0	\$19,675
3.B1	Inventory	2.0	6.0		12.0	9.0	1.0	30.0	\$3,850
3.B2	Future Growth Projections/LOS Analysis	2.0	4.0		10.0	9.0		25.0	\$3,160
3.B3	Demand Component and Land Uses	2.0	4.0		12.0	8.0		26.0	\$3,350
3.B4	Cost Component	2.0	5.0		11.0	11.0		29.0	\$3,630
3.B5	Credit Component	2.0	4.0		9.0	12.0		27.0	\$3,265
3.B6	Calculated Fee Schedule & Revenue Projections	2.0	3.0		7.0	7.0		19.0	\$2,420

Budget Detail (cont.)

Sub Task #	Subtask Description	Project Director	Project Manager	Legal Attorney	Senior Engineer/Planner	Planner/Engineer	Admin/Clerical	Total Task Hours	Burdened Cost/Task
		\$195.00	\$175.00	\$225.00	\$135.00	\$80.00	\$70.00		
3.C	DEVELOP FIRE RESCUE IMPACT FEE	11.0	26.0	0.0	42.0	50.0	1.0	130.0	\$16,435
3.C1	Inventory	2.0	4.0		5.0	7.0	1.0	19.0	\$2,395
3.C2	Future Growth Projections/LOS Analysis	2.0	4.0		8.0	9.0		23.0	\$2,890
3.C3	Demand Component and Land Uses	2.0	4.0		8.0	11.0		25.0	\$3,050
3.C4	Cost Component	2.0	5.0		8.0	9.0		24.0	\$3,065
3.C5	Credit Component	2.0	3.0		6.0	8.0		19.0	\$2,365
3.C6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		7.0	6.0		20.0	\$2,670
3.D	DEVELOP EMS IMPACT FEE	11.0	26.0	0.0	42.0	50.0	1.0	130.0	\$16,435
3.D1	Inventory	2.0	4.0		5.0	7.0	1.0	19.0	\$2,395
3.D2	Future Growth Projections/LOS Analysis	2.0	4.0		8.0	9.0		23.0	\$2,890
3.D3	Demand Component and Land Uses	2.0	4.0		8.0	11.0		25.0	\$3,050
3.D4	Cost Component	2.0	5.0		8.0	9.0		24.0	\$3,065
3.D5	Credit Component	2.0	3.0		6.0	8.0		19.0	\$2,365
3.D6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		7.0	6.0		20.0	\$2,670
3.E	DEVELOP LAW ENFORCEMENT IMPACT FEE	11.0	26.0	0.0	40.0	51.0	1.0	129.0	\$16,245
3.E1	Inventory	2.0	4.0		5.0	7.0	1.0	19.0	\$2,395
3.E2	Future Growth Projections/LOS Analysis	2.0	4.0		7.0	9.0		22.0	\$2,755
3.E3	Demand Component and Land Uses	2.0	4.0		7.0	11.0		24.0	\$2,915
3.E4	Cost Component	2.0	5.0		7.0	9.0		23.0	\$2,930
3.E5	Credit Component	2.0	3.0		6.0	8.0		19.0	\$2,365
3.E6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		8.0	7.0		22.0	\$2,885
3.F	DEVELOP LIBRARY IMPACT FEE	11.0	24.0	0.0	40.0	45.0	1.0	121.0	\$15,415
3.F1	Inventory	2.0	3.0		5.0	6.0	1.0	17.0	\$2,140
3.F2	Future Growth Projections/LOS Analysis	2.0	4.0		7.0	8.0		21.0	\$2,675
3.F3	Demand Component and Land Uses	2.0	3.0		7.0	10.0		22.0	\$2,660
3.F4	Cost Component	2.0	5.0		7.0	8.0		22.0	\$2,850
3.F5	Credit Component	2.0	3.0		6.0	7.0		18.0	\$2,285
3.F6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		8.0	6.0		21.0	\$2,805

Budget Detail (cont.)

Sub Task #	Subtask Description	Project Director	Project Manager	Legal Attorney	Senior Engineer/Planner	Planner/Engineer	Admin/Clerical	Total Task Hours	Burdened Cost/Task
		\$195.00	\$175.00	\$225.00	\$135.00	\$80.00	\$70.00		
3.G	DEVELOP SOLID WASTE IMPACT FEE	11.0	24.0	0.0	44.0	45.0	1.0	125.0	\$15,955
3.G1	Inventory	2.0	3.0		5.0	6.0	1.0	17.0	\$2,140
3.G2	Future Growth Projections/LOS Analysis	2.0	4.0		7.0	8.0		21.0	\$2,675
3.G3	Demand Component and Land Uses	2.0	3.0		11.0	10.0		26.0	\$3,200
3.G4	Cost Component	2.0	5.0		7.0	8.0		22.0	\$2,850
3.G5	Credit Component	2.0	3.0		6.0	7.0		18.0	\$2,285
3.G6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		8.0	6.0		21.0	\$2,805
3.H	DEVELOP STORMWATER IMPACT FEE	11.0	24.0	0.0	34.0	32.0	1.0	102.0	\$13,565
3.H1	Inventory	2.0	3.0		4.0	5.0	1.0	15.0	\$1,925
3.H2	Future Growth Projections/LOS Analysis	2.0	4.0		6.0	5.0		17.0	\$2,300
3.H3	Demand Component and Land Uses	2.0	3.0		7.0	6.0		18.0	\$2,340
3.H4	Cost Component	2.0	5.0		6.0	6.0		19.0	\$2,555
3.H5	Credit Component	2.0	3.0		5.0	6.0		16.0	\$2,070
3.H6	Calculated Fee Schedule & Revenue Projections	1.0	6.0		6.0	4.0		17.0	\$2,375
3.I	TECHNICAL REPORT FOR NEW FEE AREAS	8.0	12.0	0.0	21.0	20.0	1.0	62.0	\$8,165
3.I1	Draft Technical Report	5.0	8.0		17.0	15.0	1.0	46.0	\$5,940
3.I2	Final Technical Report	3.0	4.0		4.0	5.0		16.0	\$2,225
TASK 4	ORDINANCE ASSISTANCE	3.0	3.0	24.0	3.0	0.0	1.0	34.0	\$6,985
	Prepare Revisions to the Existing Ordinance for Existing Fees	3.0	3.0	24.0	3.0		1.0	34.0	\$6,985
TASK 5	MEETINGS & PRESENTATIONS	19.0	19.0	0.0	17.0	8.0	1.0	64.0	\$10,035
	Kick-off Meeting (Virtual)	3.0	3.0		3.0		1.0	10.0	\$1,585
	Draft Report Review Meeting (Virtual)	4.0	4.0		4.0	2.0		14.0	\$2,180
	City Councils Meetings/Workshops (2 Virtual)	8.0	8.0		6.0	2.0		24.0	\$3,930
	Public Hearing (Virtual)	4.0	4.0		4.0	4.0		16.0	\$2,340
	TOTAL PROJECT BUDGET	166.0	325.0	60.0	508.0	498.0	16.0	1,573	\$212,285

City of Lake Geneva // Public Facility Needs Assessment and Impact Fee Study

Section 4 // Schedule of Completion

TASK DESCRIPTION	SCHEDULE
Receipt of Notice to Proceed	February 4, 2022
Submittal of the Data Needs Memo	February 9, 2022
Kick-off Meeting (Virtual)	Week of February 14, 2022
Receipt of requested data	March 9, 2022
Technical Calculations	March - November, 2022
Submittal of Memorandum on Need for Additional Fees	April 21, 2022
City Council Meeting to Review Need for Additional Fees	May, 2022
Submittal of Draft Technical Report on Existing Fees	May 26, 2022
Draft Report Review Meeting (Existing Fees)	Week of May 30, 2022
City Council Workshop on Update of Existing Fees	June, 2022
Submittal of Final Technical Report on Existing Fees	Two weeks after receipt of all comments
Impact Fee Calculations for Additional Fees & Implementation Process	TBD based on number of fees

City of Lake Geneva // Public Facility Needs Assessment and Impact Fee Study

Section 5 // Appendix

CLIENT	Project Name
Address	
	Project Location
Telephone	
Client Contact	Consultant PM
Client Job No.	Consultant Job No.

☐ Attachment A: Scope of Services and Fee Estimate

☐ Attachment B: Schedule of Unit Rates

☐ Attachment C: _____

or

☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

☐ By Lump Sum: \$____.

☐ By Time and Materials: \$____.

☐ By Other Payment Method (See Attachment ____): \$____.

☐ As shown on serially numbered Work Authorizations Using Exhibit A

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these General Terms and Conditions, are all attached hereto, incorporated into and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate in the event Client has not executed the Agreement.

1.3 Additional Services

The Consultant shall provide services in addition to those described in Exhibit A only upon written request of the Client. Consultant shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.

SECTION 2 – Payments to Consultant

2.1 Invoices

2.1.1 Invoices shall be submitted on a monthly basis and indicate the percent complete of each task and resulting amount billed. Client's payment of each such invoice shall be within thirty (30) days of receipt of Consultant's invoice. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.1.2 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.1.3 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability

to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the

services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions. Consultant will include the Client as additional insured on all Consultant's policies with the exception of the Workers' Compensation and Professional Liability.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by

law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.4.3 Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a breach of agreement and the Client and/or Consultant shall have the discretion to unilaterally terminate said agreement immediately.

4.4.4 During the term of this Agreement, the Consultant shall comply with the Florida Public Records Law, to the extent such law is applicable to the Consultant.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and

subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Moreover, pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant, that existed before the commencement of the Services and which are included in the documents generated by Consultant under this Agreement (collectively, the Pre-Existing Materials), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency.

If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third-Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third-party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Notices to either party herein shall be in writing and served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions

herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the Agreement dated _____, 20____, between _____, herein called Client and Alfred Benesch & Company herein called Consultant, constitutes the express authority given Consultant by Client to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this Work Authorization:

- ☐ Attachment A: Scope of Services and Fee Estimate
- ☐ Attachment B: Schedule of Unit Rates
- ☐ _____
- ☐ _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- ☐ Client will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- ☐ Client will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- ☐ Client will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20____

DATE: _____, 20____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



City of Lake Geneva, Wisconsin

Proposal to provide consulting services for a
Public Facilities Needs Assessment
and Impact Fee Study

January 6, 2022

January 6, 2022

Ms. Lana Kropf
City Clerk
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 51347

Dear Ms. Kropf:

Enclosed is Baker Tilly US, LLP's (Baker Tilly) response to the City of Lake Geneva's (the City) Request for Proposal (RFP) for the provision of a professional services firm to provide consulting services for a Public Facilities Needs Assessment and Impact Fee Study. We have prepared this proposal based on our understanding of the scope from the City's RFP and our extensive experience in assisting local governments in developing impact fee systems and models. Our team will work closely with the City to identify the impact of development on the cost of public facilities and to develop fees that accurately and equitably recover those costs. The enclosed proposal response demonstrates that Baker Tilly possesses the expertise and capability to assist the City with this important project.

Baker Tilly has 90 years of experience in serving local units of government in a wide variety of consulting and transactional activity. This is further detailed in our proposal. We have extensive experience performing impact fee studies for municipalities.

As you review our proposal, we would ask you to focus on the following key qualifications that demonstrate our services and depth of experience:

- 1. Baker Tilly is a leader in consulting services on national and local levels.** Baker Tilly has quietly established a record as one of the foremost municipal consultants in the nation. Our experience blends local knowledge with a national perspective of the key components for successful efforts in our consulting projects.
- 2. Baker Tilly brings idea and service innovations for our clients.** Increasingly, local governments are facing challenges to identify different approaches to solve both old and new concerns, with creative solutions required to solve both. The Baker Tilly team brings a strong record of helping local governments find working solutions to the challenges they face in providing cost effective and affordable services.
- 3. Baker Tilly's project team is designed specifically for the City of Lake Geneva** and represents experienced professionals who will be working on your project. The team assigned to your project is experienced in performing public facilities needs assessments and in development impact fee consulting experience. 1) It represents the staff who will be directly responsible for your project; 2) it provides a range of expertise to cover the range of service requirements; 3) it provides a solid record of knowledge to achieve your objectives; and 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City.
- 4. The team members assigned to your project have extensive experience in assisting local governments** similar to the City of Lake Geneva in developing impact fee studies and models include Nick Dragisich, Carla Gogin, Patty Kettles and Anji Couillard. Project Manager, Nick Dragisich has significant municipal management and engineering experience as detailed in his resume found in **Appendix I**. Two of our team members, Nick Dragisich and Patty Kettles are MSRB Municipal Advisor Series 50 Qualified, which demonstrates their knowledge and expertise in municipal finance.

Helping public leaders succeed is not just our livelihood, it is our passion. Over our careers as both operating managers and consultants, each member of the Baker Tilly team has built a record of client success with municipal governments and their services across the United States. We are confident that after a careful review of our proposal, the qualifications and experience of our team and our prior work with similar organizations will convince you that the Baker Tilly team should be selected as your **Value Architect™** for your public facilities needs assessment and impact fee study. Should you have any questions or desire further information, please feel free to contact me at any time.

If selected, we are prepared to accept this project and able to complete the assignment in a reasonable and logical fashion within the time parameters negotiated in any contract for services that may result from this proposal.

This proposal document will provide you the details about our approach, expertise, client references and pricing for this engagement. Our team would consider it a professional privilege to provide these services to the City of Lake Geneva.

Very truly yours,

BAKER TILLY US, LLP



Nicholas Dragisich, P.E.

Managing Director

P: +1 (651) 223 3012

Email: nick.dragisich@bakertilly.com

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A. Description of the work

Understanding of objectives, goals and tasks

The purpose of this study is to assist the City of Lake Geneva in conducting its public facilities needs assessment and impact fee study for existing fees within the City. The City's most recent public needs assessment and impact fee study was performed in 2004. We will provide the City with a Final Impact Fee Report based on our analysis of community service standards and development data. The final report will provide findings and recommendations to implement the recommended impact fees based on the proposed infrastructure requirements to support the residential and non-residential growth projected in the City's Comprehensive Plan and the City's Capital Improvement Plan. Baker Tilly will work with City staff to determine other supporting infrastructure or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by new development.

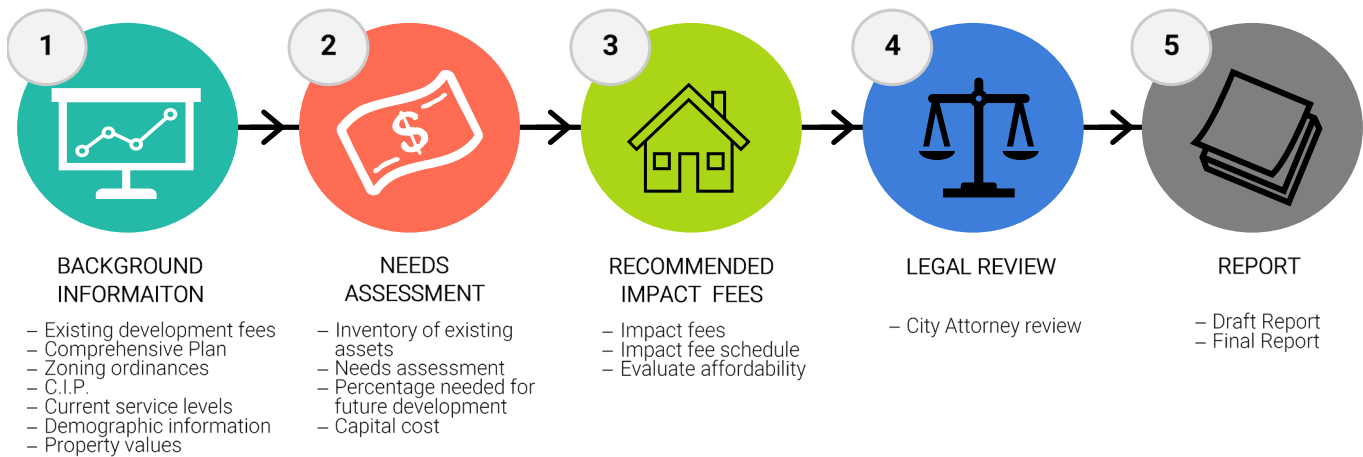
Ability to perform work

The Baker Tilly team assigned to your project has completed a number of impact fee studies for clients. The process will include a needs assessment using national, regional or local standards to determine service levels. Cost estimates for needed projects will be generated in consultation with the City's engineering staff and/or its consulting engineers. The standards applied and the system used to develop impact fees are intended to withstand scrutiny in public deliberation processes as provided for in the law. The impact fees included in this update are those for sanitary sewer, water and parks facilities.

Plans to accomplish the work

A descriptive outline of the proposed tasks, activities and meetings necessary to successfully complete your **public facilities needs assessment and impact fee study** follows. Baker Tilly team members view themselves as an extension of the City of Lake Geneva and, because of this philosophy, the work plan envisions meetings with City staff for information gathering, updating and reviewing purposes. This overall approach will ensure that information obtained and the needs assessment and impact fee analysis developed are in accordance with the overall objectives of the City.

Our process to help the City achieve its objectives and our approach to this project is shown in the following diagram and is described in detail in the tasks that follow.



Suggestions and ideas for completing this project

Project approach

Task 1 – Review background information

- Review background information and assumptions:
 - Existing fees and charges related to new development
 - Existing needs assessments related to sanitary sewer, water and parks facilities
 - Public Facilities Needs Assessment and Impact Fee Study performed in 2004
 - Historical capital expenditures for public facilities required to provide basic services
 - City's Comprehensive Plan
 - Current and projected land use
 - Projected growth and development/redevelopment
 - Capital improvements/facilities that will be required within the City
 - Anticipated funding sources to support the planned growth and development
- Any known factors that could affect future growth and development/redevelopment
- City's Zoning Ordinance
- City's Capital Improvement Plan, including current funding practices, funding sources and other policies for financing capital improvements
- Base-line information related to the provision of sanitary sewer, water and park facilities
 - Current capacity of sanitary sewer and water utilities
 - Current asset information
 - Current service level standards
 - Current status of facilities
 - Plans for construction/additions/improvements
 - Plans for extension of services to accommodate new development/redevelopment areas
- Current demographic information
 - Population
 - Households
 - Property values
- Historical trends in population and households, nonresidential development, residential and nonresidential property values

Project approach

Task 2 – Develop preliminary needs assessment

- Develop residential and non-residential growth projections for the next 20 years
- Identify the City's current service level standard for facilities which an impact fee would be assessed
- Prepare an inventory of existing sanitary sewer, water, park facilities and other assets for which an impact fee could be assessed
 - Work with City to determine if projects from the 2004 study occurred and update those facilities with actual costs
 - For projects that did not occur, determine whether they will still occur and update costs
 - Evaluate the need for future capital projects that would qualify to include in the impact fee update
 - Work with the City's Engineer to establish the cost of any identified capital needs
- Develop preliminary needs assessment consistent with State Statute 66.0617
 - Inventory of existing facilities including identification of deficiencies based on the City's service level standard
 - A schedule of projects to be included in the impact fee study updated including actual or updated capital cost estimates
 - Determine the percentage of facilities attributable to serving existing development and the percentage needed for future development
 - Review preliminary needs assessment with City and make adjustments as appropriate

Task 3 – Feasibility analysis of additional impact fees

- Prepare a feasibility analysis to determine if there are additional impact fees allowed under State Statute 66.0617 the City could impose
- Work with City staff to determine the suitability of imposing additional impact fees
 - Identify current service level standards for any additional impact fees
 - Discuss future capital needs within the City and the impact of future growth
 - Identify the pros and cons of any additional impact fees
- Develop a feasibility analysis memorandum on additional impact fees
- Present feasibility analysis memorandum to the Common Council or other designated committee

Task 4 – Develop recommended impact fees

- Determine the recommended sanitary sewer, water and park facilities costs to be recovered through impact fees from future development/redevelopment
- Determine the recommended impact fees to be recovered from additional impact fees based on the feasibility analysis in Task 3
- Develop a schedule of recommended impact fees that are fair and equitable and proportionately charges the share of new, improved or expanded facilities to new growth in the City
 - Single family
 - Multi-family
 - Multiple bedroom units
 - Single accessory dwelling units
- Evaluate the impact on housing affordability

Task 5 – Legal review

- Submit recommended impact fees and housing affordability impact to the City Attorney for review and comment. Based on this legal review, Baker Tilly will modify the impact fees incorporating the changes recommended by the City Attorney.

Project approach

Task 6 – Prepare and review recommended impact fees

- Baker Tilly will prepare and present a Draft Recommended Public Facilities Needs Assessment and Impact Fee Study Report to the City Council and appropriate staff for their review and comment
- Following this review, Baker Tilly will modify the draft report, incorporating the City's comments as appropriate
- Baker Tilly will present the revised Draft Recommended Public Facilities Needs Assessment and Impact Fee Study to the Common Council or other designated committee at a meeting
- Following this review, Baker Tilly will modify the Draft Recommended Public Facilities Needs Assessment and Impact Fee Study, incorporating the City's comments into Final Report fees as appropriate

Task 7 – Present Final Recommended Impact Fees Report

- Baker Tilly will present the Final Recommended Public Facilities Needs Assessment and Impact Fee Study to the City. The Final Report will include:
 - Background information
 - Description of the overall methodology
 - Supporting justification
 - Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development
 - Relationship between the use of fees and the type of project on which it would be imposed
 - Purpose of the fee
 - How the fee would be used
 - Any additional matters that City staff should be made aware of, findings and recommendations
 - Recommend any other tasks that may be required to achieve the City's objectives
- Assist City staff and legal counsel with updates to the City's existing impact fee ordinance
- Be present at the required public hearing for the impact fees and assist in answering questions on the existing and proposed impact fees

Deliverables

The deliverable will include:

- Updated Public Facilities Needs Assessment and Impact Fee Study for existing impact fees and any new impact fees
- Feasibility analysis memorandum on implementation of additional impact fees
- Attendance at up to three meetings
 - One with the Common Council or other designated committee to present the feasibility analysis memorandum
 - One with the Common Council or other designated committee to present the overall impact fee study
 - Attendance at the required public hearing for any updates for imposition of new impact fees within the City

City responsibilities

To conduct this study, the City will need to designate a staff member to serve as a project manager. This person will be responsible for assisting Baker Tilly with gathering accurate and timely data needed to complete the project and to assist in arranging for required meetings. At a minimum, the following information will be needed to complete the study:

- Existing fees and charges related to new development
- Existing needs assessments related to sanitary sewer, water and parks facilities
- Historical capital expenditures for public facilities required to provide basic services
- City's Comprehensive Plan
- Current and projected land use
- Projected growth and development/redevelopment
- Capital improvements/facilities that will be required within the City
- Anticipated funding sources to support the planned growth and development/redevelopment.
- Any known factors that could affect future growth and development/redevelopment
- City's Zoning Ordinance
- City's Capital Improvement Plan, including current funding practices, funding sources and other policies for financing capital improvements
- Base-line information related to the provision of the sanitary sewer, water, parks, and other services for which an impact fee could be imposed
- Copy of the 2004 Public Facilities Needs Assessment and Impact Fee Study
- Other relevant data needed for the study
- Understand the work will be performed as appropriate for the type of work being performed subject to the current COVID 19 restrictions and guidelines of both the City and Baker Tilly

B. Company history

Experience of the firm

For **90 years**, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We pair the independence, ethics, structure, quality control and business discipline of a certified public accounting firm with the skills and specialized knowledge of municipal advisors to serve you better.

Key facts about the firm:



Public sector industry specialization

Baker Tilly's public sector advisory practice group focuses exclusively on providing services to public sector organizations. This industry specialization approach allows us to provide specialized training and continuing education to our staff, assuring you of a team with the necessary knowledge and skills you desire.

What does this mean for Lake Geneva? You will work with a team that is truly dedicated to local governments, translating into better service and greater value.

Benefits to Lake Geneva include:

- Local governmental regulations, practices and technology are rapidly changing; we closely monitor proposed changes in laws, regulations and practices
- We keep you abreast of the new developments and trends that may impact your operations through newsletters, trainings and industry alerts with updates and answers to your financial and governmental questions
- Our specialists are active in national and state organizations, participate in ongoing continuing education to obtain industry certifications, and speak and author articles on industry trends

Our devotion to governments is manifested in our public sector practice group, a team of more than 420 professionals — including nearly 40 partners and principals — dedicated entirely to serving clients in the public sector space. We understand the issues governments face, providing hundreds of thousands of client service hours annually to this industry.

Industry involvement

Our memberships in national and local industry organizations, and our involvement as authors, speakers, trainers and promoters of governmental finance helps us actively assist you with the implementation of new regulations or the adoption of new standards.

Industry involvement	
American Institute of Certified Public Accountants	Association of Government Accountants
Water Environment Federation (WEF)	Government Finance Officers Association (GFOA)
International City/County Management Association	National Association of Municipal Advisors
American Water Works Association (AWWA)	American Public Works Association (APWA)
Central States Water Environment Association	American Society of Civil Engineers (ASCE)

We do not just belong to these organizations; we are active members who serve on boards and committees and support the organizations with our leadership and financial support.

We are often called upon by the different local governmental associations to analyze proposed changes to rules and regulations and to provide recommendations to improve these proposals and/or to identify elements within the proposed changes that impact our clients and their operations. In recent years, Baker Tilly staff has conducted training and developed educational programs on utility rates and financing, strategic planning, GASB pronouncements, budgeting, taxation, local income taxes (LIT) and other legislative impacts, as well as various other topics where significant changes have occurred.

We provide services to more than 3,100 state and local governments nationwide.

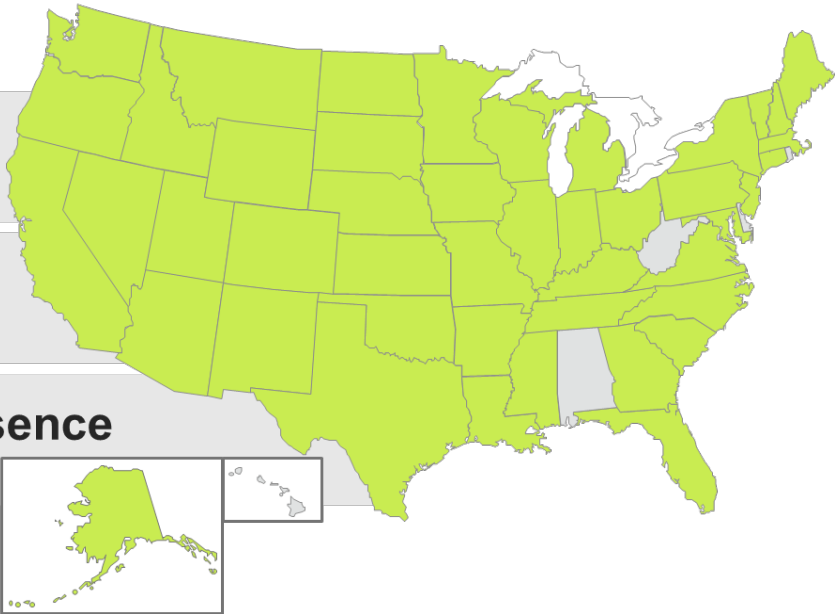
Public sector:
experience that matters

3,100+
public sector clients

90 years
industry experience

Coast-to-coast presence
Industry trainers and thought leaders

States where Baker Tilly has served public sector clients



Wisconsin roots

Baker Tilly was founded 90 years ago in Waterloo, Wisconsin and state and local governments were among our earliest clients. The firm's state and local government practice was formally organized more than 60 years ago.

Our roots include many years working with state and local government organizations providing various services. We will leverage our in-depth knowledge of the City's operations and established relationships to hit the ground running on this critical initiative.



The following list includes a sampling of our state and local government clients from Wisconsin. We have worked with a number of these clients for many years. For most of our clients, we provide audit services, state report compilations, PSC reporting, TIF compilation services, bond issuance, debt management and other advisory services. We are proud of the number of Wisconsin governments we serve and are glad to provide contact information for any client upon request.

Wisconsin county clients

Bayfield
Dane
Green
La Crosse
Lafayette

Marathon
Milwaukee
Price
Racine
Rock

Sauk
Shawano
Trempealeau
Walworth
Waukesha

Washington

Wisconsin city clients

Baraboo
Bayfield
Beloit
Black River Falls
Blair
Brookfield
Cedarburg
Columbus
Cudahy
Delavan
Edgerton
Fitchburg
Fort Atkinson
Fox Lake
Franklin

Glendale
Greenfield
Hartford
Horicon
Janesville
Jefferson
Juneau
Kewaunee
Madison
Mayville
Mequon
Middleton
Milwaukee
Monroe
Muskego

Neenah
New Berlin
New Holstein
Oak Creek
Oconomowoc
Omro
Osseo
Port Washington
Racine
Reedsburg
Rhineland
River Falls
Saint Francis
Schofield
Seymour

South Milwaukee
Sparta
Stanley
Stevens Point
Stoughton
Sun Prairie
Verona
Waterloo
Watertown
Waukesha
Waupun
West Bend
Whitehall

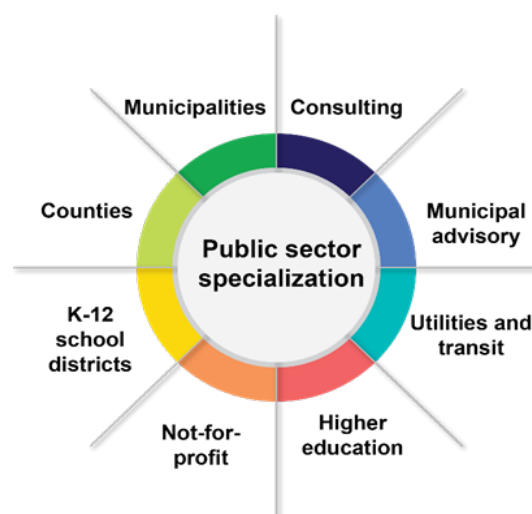
Wisconsin village clients

Alma Center	Eagle	Kohler	Shorewood Hills
Bangor	Eleva	Lac La Belle	Sturtevant
Bayside	Elk Mound	Lannon	Sullivan
Belgium	Elm Grove	Maple Bluff	Theresa
Belleville	Fox Point	McFarland	Thiensville
Big Bend	Fredonia	Monticello	Trempealeau
Brownsville	Friendship	Mount Horeb	Turtle Lake
Butler	Germantown	Mukwonago	Union Grove
Cadott	Grafton	Necedah	Walworth
Campbellsport	Hales Corners	North Fond du Lac	West Baraboo
Clayton	Hartland	Pewaukee	West Milwaukee
Cottage Grove	Hawkins	Pleasant Prairie	
Deerfield	Hustisford	Redgranite	
DeForest	Kewaskum	Sauk City	

Public sector specialization

Our devotion to governments is manifested in our public sector practice group, a team of more than 420 professionals — including nearly 40 partners and principals — dedicated entirely to serving clients in this space. We understand the issues governments face, providing hundreds of thousands of client service hours annually to this industry. Our extensive experience provides us with the specialized knowledge and insight to find effective solutions.

This industry specialization approach allows us to provide specialized training and continuing education to our staff, assuring you of a team with the necessary knowledge and skills you desire and with the specialization of your industry to identify key indicators that are critical to your government.



- Our industry-specific approach will ensure that the City is working with a team that is truly dedicated to state and local governments, translating into better service and greater value.
- Because of the rapid changes in local governmental regulations, practices and technology, we closely monitor proposed changes in laws, regulations and practices that can impact our clients.
- Our specialists keep abreast of the new developments and trends that may impact local government and will regularly provide newsletters, trainings and alerts with updates and answers to your financial and governmental questions.
- Our specialists are active in national and state organizations, participate in ongoing continuing education to obtain industry certifications, and speak and author articles on industry trends.

At any time, we represent several hundred governmental units (municipalities, schools, counties, utilities, libraries and special taxing districts).

Our full range of service offerings for local governments includes:

Accounting services	Efficiency studies
Arbitrage/rebate regulatory compliance	Finanacial management services
Attestation services	Investment services*
Bond issuance	Post-issuance compliance
Capital planning	Public sector human capital services
CAFR & GAAP services	Referendum assistance/surveys
Cybersecurity planning	TIF management
Economic development	User fees

* *Services provided by Baker Tilly Investment Services, as a division of Baker Tilly Wealth Management, LLC, a registered investment adviser and wholly-owned subsidiary of Baker Tilly.*

Baker Tilly's methodology for advisory services begins at the outset of a project, taking part in the planning process to fully understand the client's goals. Comprehensive financing scenarios are tailored to your needs and are prepared in easy-to-understand formats to allow decision makers the ability to make well informed, sound financial decisions.

C. Examples of work

Examples of previous work is provided in [Appendix II](#).

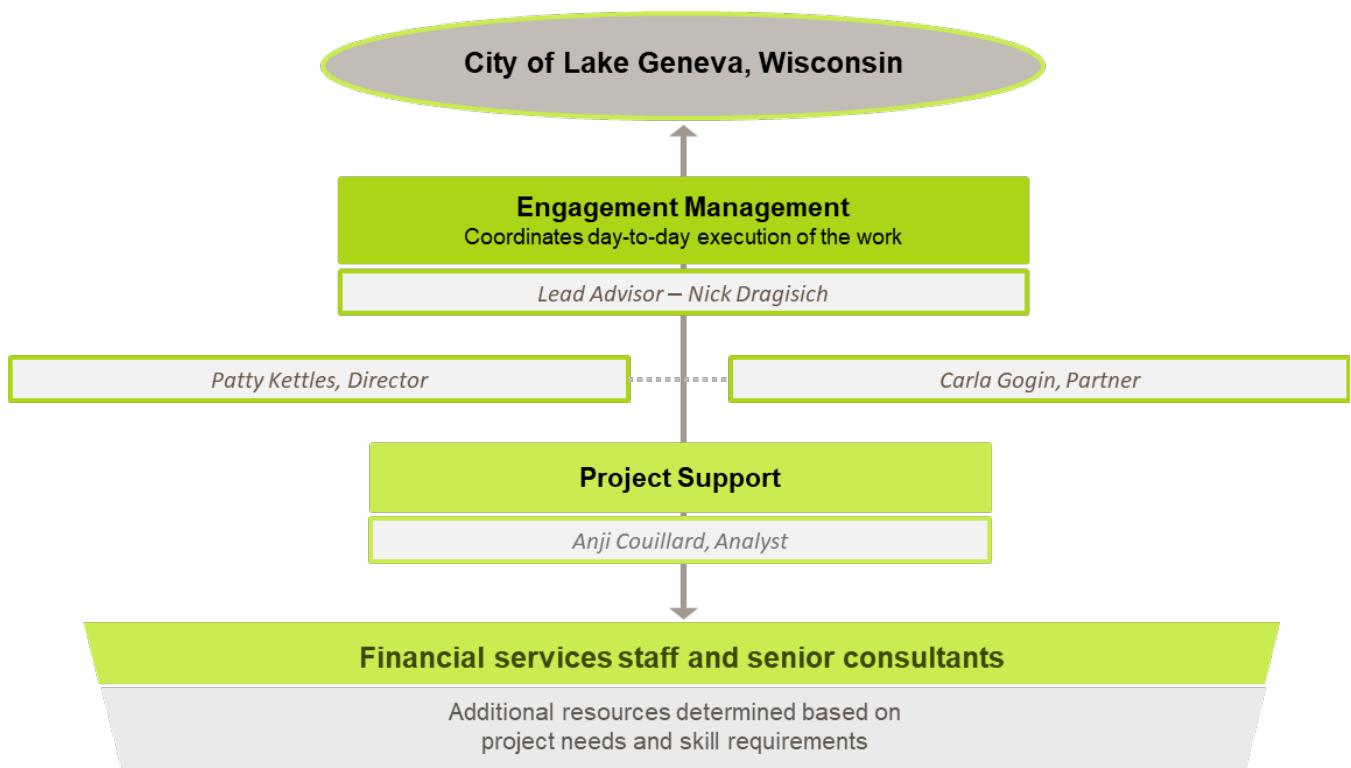
D. Resumes and relevant experience

Project team

We know the City of Lake Geneva expects to work with professionals who are experienced municipal advisors who understand the City's needs, who are proactive and creative in identifying issues, and who are flexible in providing solutions.

Your engagement team consists of dedicated professionals who are public sector specialists, as well as experienced business advisors who understand your needs, are proactive in identifying issues, and creative and flexible in providing solutions. Each member of your team is deeply committed to providing you with **Exceptional Client Service**. The following tables describe the roles and qualifications of your engagement team members.

Organization chart



Project team bios

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR LAKE GENEVA

Consulting team



Nicholas Dragisich, P.E., Managing Director — Project team leader

Nick is team leader for Baker Tilly's financial management practice. He has more than 30 years of management experience, including service as a city administrator, assistant city manager and city engineer. As the Assistant City Manager – Operations for Spokane, Washington, his departments included Capital Programs Planning/G.I.S., Engineering Services, Real Estate, Building Codes, Environmental Programs, General Services, Planning, Solid Waste Collection and Recycling, Transportation, Wastewater and Stormwater Management, and Water and Hydroelectricity. He joined Baker Tilly in 2000 and became the management consulting services practice group leader in 2003. Nick has been directly responsible for or involved in numerous utility rate studies and cost analyses, long-range financial planning models, organizational management studies, staffing analyses, fiscal impact studies, as well as developing many Excel®-based computer models for clients in California, Iowa, Illinois, Indiana, Kansas, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, Texas, Utah, Virginia, Washington and Wisconsin. He holds a Master of Business Administration, a bachelor's degree in civil engineering and is a licensed professional engineer in Minnesota and Washington. Nick is also MSRB Municipal Advisor Series 50 Qualified.



Patty Kettles, Director

Patty has more than 26 years of experience working with Baker Tilly clients on various projects, including performing utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management. Patty holds a Master of Business Administration from the University of St. Thomas and a Bachelor of Science degree in Finance from the University of Minnesota. She is also MSRB Municipal Advisor Series 50 Qualified.



Carla Gogin, CPA, Partner

Carla specializes in serving the financial needs of state and local government clients. She has assisted many municipalities and counties in implementing various Governmental Accounting Standards Board (GASB) pronouncements and to understand new auditing standards impacting the profession. Carla is the leader of the Wisconsin state and local government audit team and the firm's state and local government audit practice. Carla's experience includes reviewing and providing technical assistance to local governments in preparing Comprehensive Annual Financial Reports for the Government Finance Officers Association (GFOA) certificate program; providing Tax

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR LAKE GENEVA

Consulting team

	Increment Financing (TIF) and Business Improvement District (BID) auditing, reporting and consulting services; presenting audit reports to local government boards and committees; providing GASB strategic planning and implementation services to clients; providing guidance on accounting policies and procedures to improve the operation of the accounting function and strengthen internal controls and providing a variety of accounting and budgeting assistance to municipalities. Carla earned a Bachelor of Business Administration in accounting from the University of Wisconsin-Madison and is a licensed CPA in Wisconsin.
	Anji Couillard, Financial Analyst Anji joined Baker Tilly in 2015 as an executive assistant. Her primary role was to assist the principals in day-to-day projects. She worked closely with the firm administrator to create and maintain the client contract database and all company financial regulations. Anji also assisted the director of communications with marketing materials, photography and videography. In November 2019, she joined Baker Tilly's public sector advisory practice as a financial analyst. Her responsibilities include conducting research, performing analytical work and supporting consultants. She is a creative problem solver and an important asset to the team. Anji has a Bachelor of Arts degree from Saint Mary's University of Minnesota and has more than 10 years of experience supporting various departments and personnel.

Representative projects

Some representative projects include:

- City of De Pere, Wisconsin –Needs Assessment and Impact Fee Study
- City of Stoughton, Wisconsin – Park Impact Fee, Fee in Lieu of Land Dedication and Public Facilities Needs Assessment
- City of Cedarburg, Wisconsin – Development Fee Report
- Village of McFarland, Wisconsin - Park Impact Fee, Fee in Lieu of Land Dedication and Public Facilities Needs Assessment
- City of Burlington, Wisconsin – Park Impact Fee Study
- Southampton County, Virginia – Proffer Policy Analysis Report
- City of Franklin, Virginia – Proffer Policy Analysis Report
- Village of La Plata, Maryland – Major Facilities Fee Analysis
- City of Lino Lakes, Minnesota – Water and Sewer Access Charges update
- Metropolitan Council, Minnesota – Reserve Capacity Fees Review

E. References

The following references were provided similar services requested by the City of Lake Geneva and will attest to Baker Tilly's ability to leverage our proven methodologies, tailor them to fit your specific needs and concerns, and provide actionable plans that consider the current and future situation of the City.

We encourage you to contact the clients listed below to learn more about the value of their relationship with Baker Tilly. Each may have a different perspective that you may find valuable in relation to the City's needs.

Village of Waunakee			
Name	Sue McDade	Title	Community Services Director
Address	333 South Madison Street, Waunakee, WI 53597		
Phone	+1 (608) 850 5992	Email	smcdade@waunakee.com
Village of McFarland			
Name	Matt Schuenke	Title	Administrator
Address	5915 Milwaukee Street, McFarland, WI 53558		
Phone	+1 (608) 838 3153	Email	matt.schuenke@mcfarland.wi.uw
City of Stoughton			
Name	Dan Glynn, CPRP	Title	Parks & Recreation Director
Address	207 South Forrest Street, Stoughton, WI 53589		
Phone	+1 (608) 873 6746	Email	DGlynn@ci.stoughton.wi.us



F. Additional information

An example of our Engagement Letter Agreement Related to Services follows.



Baker Tilly US, LLP
220 South Sixth St., Ste 2300
Minneapolis, MN 55402
United States of America

T: +1 (651) 223 3000
F: +1 (651) 223 3046
bakertilly.com

Date

Client
Client Contact
Address
City, ST ZIP

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by **Client** (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

G. Itemized estimate of costs

Value for fees

We have prepared a fee estimate for the City of Lake Geneva based on the needs and objectives you have shared with us and our experience conducting similar cost allocation model studies. Our estimate allows for thorough and insightful advice and services from experienced professionals, providing a high value for fees.

- Proposed fixed dollar amount base fee to update the existing impact fees is **\$24,750**
- Not to exceed fee for the feasibility analysis is **\$8,250**
- Additional fee per impact fee for new facilities the City would choose to impose is **\$6,500**

Additional work

Should the City of Lake Geneva request and authorize additional work outside the scope of services described in our proposal we would invoice the City at either our standard hourly rate or at an agreed upon fee based on the additional scope requested. Additional work includes, but is not limited to:

- Work related to a special request
- Additional meetings or presentations
- Project delays exceeding four weeks attributable to the City

Hourly rates

Title	Hourly Rate
Principal, Partner, Managing Director	\$320
Senior Manager, Director	\$270
Manager, Senior Staff	\$225
Staff	\$165
Support	\$80

H. Schedule

Proposed timeline

Baker Tilly has the resources to begin your development impact fee study within 10 days of receiving the notice to proceed. The timing of this project coincides with the completion of other projects by the team assigned to your project so that they will be ready to begin your impact fee study. We will complete the work within 12 to 16 weeks, provided all necessary information is made available in a timely manner and City staff and officials are available, as needed, following the approved schedule.

Task	Month 1	Month 2	Month 3	Month 4
Task 1	■			
Task 2	■	■		
Task 3		■	■	
Task 4		■	■	
Task 5			■	■
Task 6			■	■
Task 7				■

Timeline	Milestone	Team member
Month 1	- Review background information and data provided by City staff - Develop growth projections - Prepare inventory assessment - Develop and review preliminary needs assessment with City - Review other available impact fees	Nick Dragisich Carla Gogin Patty Kettles Anji Couillard
Month 2	- Prepare feasibility analysis for additional impact fees - Work with City staff on suitability of additional impact fees - Present feasibility analysis to City - Determine recommended impact fees - Develop schedule of charges - Evaluate impact on housing affordability	Nick Dragisich Carla Gogin Patty Kettles Anji Couillard
Month 3	- City Attorney review of recommended impact fees - Prepare Draft Recommend Impact Fees	Nick Dragisich Carla Gogin Patty Kettles
Month 4	- Present Draft Recommended Impact Fees Report - Present Final Recommended Impact Fees Report - Assist City with updates to impact fee ordinance - Attend Public Hearing	Nick Dragisich

Meeting project schedules

Baker Tilly has a long history of successfully meeting our clients' schedules and we are committed to meeting every deadline set forth by the City. We believe in extensive planning and continuous project management to ensure that key personnel are available when needed and all deliverables are completed on time or ahead of schedule.

Remote work



For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. As of this writing, our firm allows all professionals work remotely. Because Lake Geneva expects and deserves tailored, personalized service, we recognize that this policy may cause concern. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary.**

The City's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the City are not able to meet in person, we utilize Microsoft Teams to quickly set up online meetings.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the City and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment.



Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available.

Appendix I: Project team resumes

Please see the following pages for resumes of key team members.

MANAGING DIRECTOR

Nicholas R. Dragisich, P.E.

Nick Dragisich, a managing director at Baker Tilly US, LLP, has more than 30 years of management experience.



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nick.dragisich@bakertilly.com

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Education

Master of Business
Administration
University of St. Thomas
(Saint Paul, Minnesota)

Bachelor of Science in civil
engineering
University of Minnesota –
Minneapolis

Registered Municipal Advisor with
the Securities
and Exchange Commission

Registered professional engineer
in Minnesota and Washington

Nick has been directly responsible for or involved in numerous utility rate and cost analysis studies, capital improvement planning, growth and fiscal impact studies, organizational management studies, staffing analyses, impact fee studies, as well as in the development of Excel®-based computer models for clients in California, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, South Carolina, Tennessee, Texas, Utah, Virginia, Washington and Wisconsin.

Specific experience

- Leads the management consulting services practice
- Performs management studies for clients in areas that include long-range financial planning, financial feasibility, utility rates, capital improvement planning, organizational management and debt management
- More than 30 years of experience in engineering
- Served as a project engineer for a private firm
- Managed the design and construction of projects for municipal and private sector clients
- Served as a city administrator, assistant city manager and city engineer where he was responsible for and managed municipal utilities including water, sewer, stormwater, electricity, steam heat, and natural gas.
- Has been a speaker at state and national conferences on utility rates, long-range financial planning, strategic planning, and organizational management
- Guest lecturer at the University of Minnesota Department of Civil Engineering on how cities finance capital assets

Industry involvement

- International City/County Management Association (ICMA)
- Minnesota City/County Management Association (MCMA)
- Minnesota Government Finance Officers Association (MNGFOA)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)
- Central States Water Environment Association (CSWEA)
- Water Environment Federation (WEF)
- American Water Works Association (AWWA)

Continuing professional education

- Employee Labor Relations Law Course, Institute of Applied Management and Law
- Economic Development Professional Course, National Development Council
- Delineation of Wetlands in Minnesota, Minnesota Board of Water and Soil Resources

PARTNER

Carla A. Gogin, CPA

Baker Tilly's Wisconsin state and local government team and leader of the firm's state and local government audit practice.



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Education

Bachelor of Business
Administration in accounting
University of Wisconsin-Madison

Carla, who has been with Baker Tilly since 1993, specializes in serving the financial needs of state and local government clients. Carla has assisted many municipalities and counties in implementing various Governmental Accounting Standards Board (GASB) pronouncements and to understand new auditing standards impacting the profession.

Specific experience

- Partner of numerous municipality and county audits
- Partner of single audits in accordance with the Uniform Guidance
- Leader of the Wisconsin state and local government audit team
- Leader of the firm's state and local government audit practice
- Member of the Baker Tilly Public Sector Technical Committee (Industry Center of Excellence)
- Reviews and provides technical assistance to local governments in preparing Comprehensive Annual Financial Reports for the Government Finance Officers Association (GFOA) certificate program
- Provides Tax Increment Financing (TIF) and Business Improvement District (BID) auditing, reporting and consulting services
- Presents audit reports to local government boards and committees
- Provides GASB strategic planning and implementation services to clients
- Provides guidance on accounting policies and procedures to improve the operation of the accounting function and strengthen internal controls
- Provides a variety of accounting and budgeting assistance to municipalities
- Served as the Assurance Quality Leader for the firm's state and local government industry practice group 2011 – 2015
- Served as the firm's Chief Risk Officer from 2006 – 2011
- Served as the firm's partner-in-charge of quality from 2006 – 2008
- Licensed CPA in Wisconsin

PARTNER

Carla A. Gogin, CPA

Page 2

Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- AICPA State and Local Government Expert Panel (2012 – 2014)
- Former Baker Tilly International North American Accounting and Auditing Committee Chair (2006 – 2009)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Report Review Committee
- Wisconsin Institute of Certified Public Accountants (WICPA)
- Wisconsin Government Finance Officers Association (WGFOA)
- Speaks at national and regional industry conferences
- Authors published articles on municipal accounting issues
- Recognized contributor to:
- AICPA “State and Local Government Audit and Accounting Guide”
- AICPA “State and Local Government Audit Risk Alert”
- AICPA Checklists and Illustrative Financial Statements State and Local Governments
- Journal of Accountancy “Risk Assessment Standards in Action” co-author
- The municipality “Fraud in Government” co-author

Community involvement

- Center for Advanced Studies in Business (University of Wisconsin-Madison) – board member (2017 to present)



DIRECTOR

Patricia L. Kettles, CIPMA

Patty Kettles, a director at Baker Tilly, has been with the firm since 1995.



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Education

Master of Business
Administration
University of St. Thomas
(Saint Paul, Minnesota)

Bachelor of Science, business
University of Minnesota –
Minneapolis

Registered Municipal Advisor with
the Securities and Exchange
Commission

Patty has nearly 25 years of experience working with clients on various projects, including performing utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management.

Specific experience

- Completes management studies for a wide array of clients in areas such as:
 - Fiscal impact analysis
 - Utility rate analysis
 - Revenue diversification/cost recovery
 - Financial feasibility
 - Financing options
 - Capital improvement programming
 - Debt management
- Created several complex financial forecasting models for major metropolitan clients
- Mentors new staff members
- Experienced in project support services, including structuring debt, reviewing financing options with consultants and clients, writing recommendations that explain the plan of finance, reviewing Official Statements and legal documents related to financing and assisting clients with general questions
- Works with clients in Virginia, Iowa, Illinois, Kansas, Minnesota, Missouri, North Dakota, Washington, Wisconsin and Maryland

Industry involvement

- Government Finance Officers Association of the United States and Canada (GFOA)
- Minnesota Government Finance Officers Association (MNGFOA)
- National Association of Municipal Advisors (NAMA)

Continuing professional education

- Certified Independent Professional Municipal Advisor (CIPMA)

ANALYST

Anji Couillard

Anji Couillard, a financial analyst at Baker Tilly, has been with the firm since 2015.



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Minneapolis, MN 55402
United States

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anji.couillard@bakertilly.com

bakertilly.com

Education

Bachelor of arts, electronic
publishing/graphic design
Saint Mary's University of
Minnesota (Winona, Minnesota)

Anji assists the public sector advisory team as a financial analyst. Her responsibilities include conducting research, performing analytical work, and supporting the consultants to ensure project deadlines are met.

Specific experience

- More than 10 years of administrative support experience for multiple departments
- Contract administration
- Compliance and financial regulations
- Marketing, photography and videography
- Process and procedure creation
- Data research and analysis

Appendix II: Project examples

VILLAGE OF MCFARLAND

McFarland, Wisconsin

PARK IMPACT FEE, FEE IN LIEU OF LAND DEDICATION AND PUBLIC FACILITY NEEDS ASSESSMENT

Baker Tilly Virchow Krause, LLP
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398
608 249 6622
800 362 7301

Dated: January 27, 2020

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Executive Summary

The purpose of this project was to evaluate and update the Village's current park impact fee under Wisconsin Statute, Chapter 66, Section 66.0617 Impact Fees and its fee in lieu of land dedication under Wisconsin Statute, Chapter 236, Section 236.45 Local Subdivisions Requirements. The park impact fee(s) as referenced throughout this report include both the trail and park development aspects of the park impact fee. Throughout the report, the term "fee in lieu of land dedication" is utilized this is synonymous with "parkland impact fee". The Village will be utilizing the term "parkland impact fee" in its ordinance.

According to the Village of McFarland's (the "Village") Outdoor Recreation & Open Space Plan 2019 – 2023, the Village is expecting to have population growth slightly higher than Dane County as a whole through 2040. This anticipated growth will require additions to the Village's parkland and park facilities (trails and park capital improvements). Impact fees will continue to assist in financing the capital costs associated with trails and park facility improvements. A fee in lieu of land dedication will continue to assist in financing the acquisition or initial improvement of land for public parks.

The Village currently charges a park impact fee and a fee in lieu of land dedication as established by the following reports and ordinances:

Village of McFarland Ordinance 2004-07 (original impact fee adoption)

Public Facilities Needs Assessment for Park Improvements (Virchow, Krause & Company, LLP 2003 / revised 2004)

Village of McFarland Outdoor Recreation Plan approved May 29, 2001

Ordinance No. 2010-01 updating Chapter 56 – Subdivisions Section 56-176 Fee in Lieu of Parkland Dedication

The Village has not updated its park impact fees since establishment. The Village implemented a fee in lieu of land dedication fee in the 1980's. The fee was updated in 2010.

This document serves as a summary of Baker Tilly's analysis of the Village's existing park impact fee and its fee in lieu of land dedication. It also serves to satisfy the statutory obligations as outlined in Wisconsin Statute 66.0617 and Wisconsin Statute 236.45 to update its existing fees and public facility needs assessment. The primary resources used in this development of this study include:

- > *The Village of McFarland Outdoor Recreation & Open Space Plan 2019 – 2023 (the Plan)* adopted on May 28, 2019. See the acknowledgements section of the Plan for those that were involved in its creation. The Plan is located on the Village's website.
- > *The park inventory listing as provided by the Village.* This document was compiled by the Village from the Village insurance listing, replacement values, internal capital asset listing and observation. Refer to Appendix A.
- > *The trail inventory listing as provided by the Village.* This document was compiled by the Village with assistance from the Village engineer. Refer to Appendix A.
- > The land cost is based on the village-wide average cost of unimproved land acquisition based on recent land sales.

This study should be read in conjunction with these resources. We provide no assurance on the accuracy of the resources used to develop this study. The Village may implement or update other impact fees at a later date; however, no consideration has been given to those possibilities in this report.

Introduction

As previously stated in the Executive Summary, the Village expects to experience population growth through 2040. Planning responsibly for new growth within a community is one of many challenges facing local governments. Effective accommodation of this development requires the construction and upgrade of public facilities and infrastructure to serve new residents. As well as additional park land to accommodate growth.

It is common that during the construction and upgrade of public infrastructure, many residents and businesses that will occupy the newly developed areas of the community may not yet be present. The purchase of land and the development of land often precedes the inhabiting of the property. While this may be an obvious fact, it holds important consequence for the public financing of new development. In order to apportion the public costs of new development fairly and responsibly, some measure must be undertaken to ensure that the entire cost of accommodating new development is not born solely by the current residents of the municipality. One such measure to accomplish this goal is the use of impact fees and a fee-in-lieu of land dedication to offset the initial cost to local taxpayers of satisfying the additional demand on the public infrastructure and park land.

Section A – Impact Fee Statutory Requirements

Wisconsin's Impact Fee Statute 66.0617 prescribes the types of public infrastructure for which an impact fee may be charged, the costs that may be included in developing an impact fee, as well as the obligations on the part of the issuing municipality prior to and subsequent to the fee being charged. These obligations are detailed below.

In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). This is detailed below.

Wisconsin State Statute Section 66.0617(1) Definitions:

The following definitions as outlined in Wisconsin State Statute 66.0617(1) have been addressed in the fee computation. The requirements are as follows:

- > *Per Subsection(1)(a), "Capital costs" means the capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless the municipality can demonstrate that its legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10% of capital costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities, vehicles; or the costs of equipment to construct, expand or improve public facilities.*

Based on the definition above, only allowable capital costs are included in the impact fee computation.

- > *Per Subsection (1)(f)(1), "Public Facilities" means...parks, playgrounds, and land for athletic fields.....".*

The projects included in the fee computation meet this definition.

- > *Per Subsection (1)(g), "Service area" means geographical area delineated by a municipality within which there are public facilities.*

The park types, acreage standards and service area radius are detailed in the Village of McFarland Outdoor Recreation & Open Space Plan 2019 – 2023. This document is located on the Village's website.

- > *Per Subsection (1)(h), "Service standard" means a certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure, as specified by the municipality.*

The park types, acreage standards and service area radius are detailed in the Village of McFarland's Outdoor Recreation & Open Space Plan 2019 – 2023.

The cost standard per acre is based on the replacement value of improvements provided to the Village's insurer and supported by the Village's capital asset records as well as observation. See Appendix A.

The standards and service areas used for consideration in this study are for "active-use and accessible passive-use" parks. It does not include conservancy park areas and drainageways. Although these areas may be used for recreational purposes, they are not suitable for long-term "active-use and accessible passive-use" recreational facility improvements. The Village currently provides 18.5 acres of active-use and accessible passive use acres of parkland per 1,000 residents.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(1) Definitions (cont.):

This is up from the 16.3 acres of active and accessible passive use acres per 1,000 residents from the 2019 Outdoor Recreation & Open Space Plan. The difference in these values reflects additional parkland additions and population growth that occurred after the 2019 Open Space Plan was adopted and before the adoption of this report. In total, the Village provide 46.6 acres of active, passive and conservancy parkland per 1,000 residents at the time this report was adopted.

The Village trail standard is outlined in Appendix A.

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees:

This report adheres to what an impact fee should reflect according to Wisconsin State Statute 66.0617(6). The standard requirements are as follows:

- > *Per Section (6)(a), shall bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.*

The fees found herein are for public facilities and land that are required to serve future developed land and the service demands that development creates.

- > *Per Section (6)(am), may not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.*

The fees were developed to address the capacity necessary to service the development for which the fees are being imposed.

- > *Per Section (6)(b), may not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the municipality.*

The capital costs, which form the basis for the fees developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time the study as assembled by village staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(c), shall be based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.*

The capital costs, which form the basis for the fee developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time of the study as assembled by village staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(d), shall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Chapter 236 or any other items of value.*

The other financing sources listed above were taken into consideration as a part of the fee computations. It has been determined that these financing sources have not been used to finance capital costs for park improvements. Therefore, these sources were not included in the fee calculations.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees (cont.):

- > *Per Section (6)(e), shall be reduced to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.*

The receipt of federal and or state grants was considered in the fee development. No grant funds have been received from federal or state governments specifically for park improvements or land purchases in the last ten years. Village staff determined that state and federal grant funds cannot be relied upon to fund future park projects. Therefore, the fee has not been reduced for such funds. The village will continue to attempt to secure park grant funding. Any grant funds received in the future will be factored in future impact fee calculations.

- > *Per Section (6)(f), may not include amounts necessary to address existing deficiencies in public facilities.*

The capital costs included in the fee computations are not related to curing existing deficiencies.

- > *Per Section (6)(fm), may not include expenses for operation or maintenance of a public facility.*

The costs included in the fee computations do not include expenses for operation or maintenance of a public facility.

- > *Section (6)(g) except as provided under this paragraph, shall be payable by the developer or the property owner to the municipality in full upon issuance of a building permit by the municipality. There are exceptions to this outlined in the statute.*

All fees will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617 (7r) – Impact Fee Reports

- > *At the time that the municipality collects an impact fee, it shall provide to the developer for which it received the fee an accounting of how the fee will be spent.*

The Village is aware of this requirement.

Wisconsin State Statute Section 66.0617 (8) – Requirements for Impact Fee Revenues

- > *Revenues from each impact fee that is imposed shall be placed in a separate segregated interest-bearing account and shall be accounted for separately from the other funds of the municipality. Impact fee revenues and interest earned on impact fee revenues may be expended only for the particular capital costs for which the impact fee was imposed, unless the fee is refunded under sub. (9).*

The Village accounts for its impact fees in a separate general ledger account. Interest income is allocated to this account on a monthly basis.

Section A – Impact Fee Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617 (9) – Refund of Impact Fees

- > *Except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub. (8). Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of the fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub.(8). The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10 year limit, it needs an additional 3 years to use the impact fees that were collected.*

The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this sub-section. For purposes of the time limits in this subsection, an impact fee is paid on the date the developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under sub. (6) (g).

According to Village management, the Village has spent down its impact fee collections in accordance with state statute guidance and no refunds have been made to date.

NOTE: The impact fee requirements outlined in this section are subject to change by the legislature at any time. Refer to the state statute for the impact fee statutory requirements.

Section B – Compliance with Wisconsin Impact Fee Requirements

Impact Fee Process

See Wisconsin State Statute 66.0617 for the detailed process. In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10).

The process followed and information utilized in the development of the impact fees / fee in lieu of land dedication is summarized below:

- Requires a Public Hearing:
 - Class 1 notice under Chapter 985
 - Provide copy of proposed ordinances
 - Provide public facilities needs assessment
- Based on a Public Facilities Needs Assessment (for facilities included in the impact fee calculation):
 - Inventory of existing facilities, including deficiencies
 - Identification of new public facilities
 - Estimated (or actual) capital cost of new public facilities
 - Effect of recovering capital costs on affordable housing
 - Available for public inspection and copying in the office of the clerk at least 20 days before hearing
- Follow Impact Fee Standards:
 - Rational relationship to the need for new facilities
 - Proportionality
 - Actual costs or reasonable estimates
 - Net of other charges
 - Net of grants
 - Must exclude improvements to address deficiencies
 - May not include expenses for operation or maintenance of a public facility
 - Payable by the developer or property owner to the village in full upon the issuance of a building permit by the Village
- Establish Accounting Requirements:
 - Use of funds restricted
 - Subject to refund
- Specify Appeal Procedure

Section B – Compliance with Wisconsin Impact Fee Requirements (cont.)

Imposition of the Park Impact Fee / Fee-in-lieu of Land Dedication

The park impact fee and fee-in-lieu of land dedication will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617(7) - Low Cost Housing

In general, the level of the fees in relation to average housing cost should not impede the affordability of low-cost housing. For example, including the proposed single family park impact fee and fee in lieu of land dedication of \$5,935, in a typical 30 year mortgage at 4% interest would equate to an additional monthly payment of \$28. According to AreaVibes Inc., the median home price in McFarland is \$243,000. Assuming a down payment of 20%, the average monthly mortgage payment would be \$928. The impact fee would be 3% of this monthly payment. In addition, if the owner of a multifamily dwelling were to include the proposed multi-family fees of \$4,122 in a mortgage with the same terms, the additional monthly payment would be \$19.

The impact fee statute allows for an exemption from or reduced fees on new development that is approved for affordable housing. If a portion of the project has been approved for affordable housing, then the fee may be adjusted accordingly at the discretion of the Village Board upon recommendation of the Planning Commission.

Information from the 2012-2016 US Census showed that the Village of McFarland's median household income was \$78,009 (2016 dollars). Dane County's median household income was \$64,773 (2016 dollars). Wisconsin's household income was \$53,357 (2015 dollars).

Updates to the Report

Unless modified further by the Village Board, the park impact fees and the fee-in-lieu of land dedication shall be adjusted annually on January 1 by the Community Development Director utilizing the consumer Price Index – All Urban Consumers – Midwest Region prepared by the United States Department of Labor. This will allow for changes in growth, project costs, estimates or other projects to be incorporated into the fees. See assumptions for recommendations.

Section C – Impact Fee for Park Facility Improvements

Assumptions

- > The existing park impact fees were based on *Village of McFarland Ordinance 2004-07, Public Facilities Needs Assessment for Park Improvements (Virchow, Krause & Company, LLP, 2003 / revised 2004)*, and the *Village of McFarland Outdoor Recreation Plan approved May 29, 2001*. These fees have not been updated by the Village since they were put in place.
- > The fee in lieu of parkland dedication was updated in 2010 per village Ordinance 2010-01.
- > The Village's current Outdoor Recreation & Open Space Plan 2019 – 2023 (Plan) was used as the basis for this study. This Plan was approved on May 28, 2019. As noted in the Plan, "Recreation planning has become an essential element of long-range community planning." The plan also supports the guidelines established in the Village of McFarland 2017 Comprehensive Plan which can be found on the Village website.
https://www.mcfarland.wi.us/index.asp?SEC=0E83C2A4-E3E3-452E-B443-D0155A06F2DE&DE=300AF5FC-C27A-4DBB-A7D1-48B424F3368B&Type=B_BASIC
- > According to the US Census, 2011-2015, the most recent population estimate for the Village is 8,168 as of July 1, 2016, which is an increase of approximately 1,700 since 2000 (6,400 population) or a 26% increase. According to the US Census 2011-2015 survey results, it is expected that the Village's population will grow to 9,895 by the year 2040 or an increase of approximately 1,700 or 21%. The current 2019 population is 8,700.
- > According to the United States Census Bureau (2010 results – latest known), the Village has a total land area in square miles of 3.55 which equates to a population density of 2,300 inhabitants per square mile when using the 2011-2015 ACS estimates and 2,450 inhabitants per square mile when using the 2019 population.
- > According to the Village's parkland inventory records (see Appendix A, Table II.), the Village has approximately 160.5 improved acres of active and accessible passive use parkland for existing residents.
- > According to the Village, the Village has park improvements in the amount of \$5,761,746. This includes all Village parks that only have Village improvements i.e. no developer added improvements. The estimated improvement cost per acre is \$47,035 (see Appendix A, Table I.)
- > According to the Village, the Village has also used its resources to finance trails in the amount of \$2,780,000. The estimated cost per foot of trail is \$55 (see Appendix A, Table III.)
- > The land costs to calculate the fee-in-lieu of land dedication is based on the village-wide average cost of land acquisition and the updated Village land dedication requirement. The cost per acre is \$81,000 (see Appendix A, Table IV).
- > Park development fees will not be assessed to nonresidential land uses as park usage is primarily residential in this community.
- > The Park & Open Space standards can be found in the Outdoor Recreation & Open Space Plan 2019 – 2024. These standards have been updated to reflect current data at the time this impact fee report was adopted.

Section C – Impact Fee for Park Facility Improvements (cont.)

Assumptions (cont.)

- > For purposes of this analysis, it is assumed that there will be an average of 2.62 persons per household for single-family housing units and 1.82 persons per household for duplex and multifamily housing units. See Section C (pages 11 – 13) for the computation and source information.
- > For purposes of this report, “Group Quarters Dwelling Unit” is defined as follows: a dwelling unit where individuals live or stay that is owned or managed by an entity or organization providing housing and / or services for the residents. The services may include, but are not limited to, custodial or medical care and other types of assistance (for example a skilled-nursing facility). Residency is restricted to the individuals receiving the services, and the individuals typically do not participate in the labor force while a resident. Typically, a Group Quarters Dwelling Unit has one resident per unit.
- > It is assumed that Village of McFarland parks, particularly the athletic facilities, will be used by other nearby communities. However, it is further assumed that such use will be reciprocal in that McFarland residents will use facilities in other jurisdictions in roughly equal measure. Nonresident use is not considered to have a measurable influence on the level of improvement or the allocation of capital improvement costs as the Village does not include non-residents in its park standard.
- > The village has one impact fee zone which is comprised of the entire Village of McFarland.

The standards and service areas used for consideration in this study are for “active-use and accessible-passive” parks. It does not include conservancy park areas and drainage-ways. Although these areas may be used for recreational purposes, they are not suitable for long-term “active-use and accessible passive-use” recreational facility improvements. The Village currently provides 18.5 acres of active and accessible passive use acres of parkland per 1,000 residents.

This is up from the 16.3 acres of active and accessible passive use acres per 1,000 residents from the 2019 Outdoor Recreation & Open Space Plan. The difference in these values reflects additional parkland additions and population growth that occurred after the 2019 Open Space Plan was adopted and before the adoption of this report. In total, the Village provide 46.6 acres of active, passive and conservancy parkland per 1,000 residents at the time this report was adopted.

Recommendation

The Village should consider whether its existing park impact fee and fee in lieu of land dedication fee should be updated with the fees identified and explained on the following pages. The recommended single family and multi-family fees represent an increase from the existing fee. The Group Quarters dwelling unit type has been broken out from the multi-family dwelling unit type.

Section C – Impact Fee for Park Facility Improvements (cont.)

Fee Summary

Dwelling Unit Type	Park Facilities Improvement	Trail	Fee in Lieu of Land Dedication	Total
Single Family	\$ 1,735	\$ 837	\$ 3,915	\$ 6,487
Multi Family	1,205	581	2,719	4,505
Group Quarters	662	319	1,494	2,475

APPENDIX A

Section C - Impact Fee for Park Facility Improvements (cont.)

Park Facilities Improvement Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 662.27	\$ 1,735.16
Multi Family	1.82	\$ 662.27	\$ 1,205.34
Group Quarters	1.00	\$ 662.27	\$ 662.27

Cost Recovery:

Total cost of improved parkland \$ 5,761,746 B

Current residents 8,700 C

Cost per Person \$ 662.27

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table I.

C) Per the Village of McFarland

Section C - Impact Fee for Park Facility Improvements (cont.)

Trail Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 319.54	\$ 837.21
Multi Family	1.82	\$ 319.54	\$ 581.57
Group Quarters	1.00	\$ 319.54	\$ 319.54

Standards:

Cost standard per foot \$ 55 B

Current Statistics:

Estimated 2019 Village population 8,700 C

Footage per person

Total footage	50,591	D
Divided by: current residents	<u>8,700</u>	C
Foot per person	<u>5.8150575</u>	

Cost per Person:

Cost standard per foot	\$ 55	B
Multiplied by: footage per person	<u>5.8150575</u>	per above
Cost per person	<u>\$ 319.54</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table III.

C) Source: U.S. Census, Wisconsin Department of Administration 2019 population estimate

D) Per the Village engineer

Section C - Impact Fee for Park Facility Improvements (cont.)

Fee in lieu of land dedication

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.62	\$ 1,494.45	\$ 3,915.47
Multi Family	1.82	\$ 1,494.45	\$ 2,719.91
Group Quarters	1.00	\$ 1,494.45	\$ 1,494.45

Standards:

Cost standard per acre \$ 81,000 B

Parkland acres per 1,000 residents 18.5 C

Cost per Person:

Cost standard per acre	\$ 81,000	B
Multiplied by: acres per person	<u>0.0184500</u>	per above
Cost per person	<u>\$ 1,494.45</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the Village of McFarland - Appendix A. Table IV.

C) Per the Village of McFarland

Appendix A**Table I. Inventory of Park Capital Improvements**

		2019
Neighborhood Parks	Acres	Replacement Value of Village Improvements
Cedar Ridge Park	3.90	\$ 68,835
Woodland Estates Park	2.40	114,297
Highland Oaks Park	2.20	177,620
Jaegar Park	2.00	46,049
Autumn Grove Park	1.50	108,890
Egner Park	2.30	72,525
Orchard Hill Park	58.30	142,388
Arnold Larson Park	1.40	144,232
Subtotal	74.00	874,836
Mini Parks		
Valley Totlot	1.00	26,190
Discovery Garden Park	0.20	179,135
Ridgeview Totlot	0.40	15,894
Subtotal	1.60	221,219
Community Parks		
Brandt Park	4.90	1,771,880
Lewis Park/Legion Memorial	13.00	1,203,322
McDaniel Park	8.70	570,569
William McFarland Park	20.30	1,119,920
Subtotal	46.90	4,665,691
Park improvement subtotal	122.50	5,761,746
AVERAGE COST PER ACRE TO IMPROVE		\$ 47,035

Source: Village of McFarland

Appendix A
Table II. Park Inventory

Park	Park Type	Acres	Total Replacement Costs	Less Developer Funded	Net	10% Engineering Planning	Total	Improvement Cost Per Acre
Included In Park Improvement Calculation								
Brandt Park	Community	4.90	\$ 1,610,800	\$ -	\$ 1,610,800	\$ 161,080	\$ 1,771,880	\$ 361,608
Lewis Park/Legion Memorial	Community	13.00	1,093,929	-	1,093,929	109,393	1,203,322	92,563
McDaniel Park	Community	8.70	518,699	-	518,699	51,870	570,569	65,583
William McFarland Park	Community	20.30	1,018,109	-	1,018,109	101,811	1,119,920	55,168
Subtotal		<u>46.90</u>	<u>4,241,537</u>	<u>-</u>	<u>4,241,537</u>	<u>424,154</u>	<u>4,665,691</u>	
Cedar Ridge Park	Neighborhood	3.90	62,577	-	62,577	6,258	68,835	17,650
Woodland Estates Park	Neighborhood	2.40	103,906	-	103,906	10,391	114,297	47,624
Highland Oaks Park	Neighborhood	2.20	161,473	-	161,473	16,147	177,620	80,736
Jaeger Park	Neighborhood	2.00	41,863	-	41,863	4,186	46,049	23,025
Autumn Grove Park	Neighborhood	1.50	98,991	-	98,991	9,899	108,890	72,593
Egner Park	Neighborhood	2.30	65,932	-	65,932	6,593	72,525	31,533
Orchard Hill Park	Neighborhood	58.30	129,444	-	129,444	12,944	142,388	2,442
Arnold Larson Park	Neighborhood	1.40	131,120	-	131,120	13,112	144,232	103,023
Subtotal		<u>74.00</u>	<u>795,306</u>	<u>-</u>	<u>795,306</u>	<u>79,530</u>	<u>874,836</u>	
Valley Totlot	Mini Park	1.00	23,809	-	23,809	2,381	26,190	26,190
Discovery Garden Park	Mini Park	0.20	162,850	-	162,850	16,285	179,135	895,675
Ridgeview Totlot	Mini Park	0.40	14,449	-	14,449	1,445	15,894	39,735
Subtotal		<u>1.60</u>	<u>201,108</u>	<u>-</u>	<u>201,108</u>	<u>20,111</u>	<u>221,219</u>	
Total Park Improvements		<u>122.50</u>	<u>\$ 5,237,951</u>	<u>\$ -</u>	<u>\$ 5,237,951</u>	<u>\$ 523,795</u>	<u>\$ 5,761,746</u>	<u>\$ 47,035</u>

Note 1: Table II. includes all Village parks that have been improved by the Village.

Note 2: The following parks are unimproved and were not included in the park improvement computation:

	Acres
CTH AB	26.00
Woodland Commons	5.00
Siggelkow Road Park	5.50
Juniper Ridge	1.50
Total unimproved parks	<u>38.00</u>

Note 3: Total active-use and accessible passive-use acres per the Village Outdoor Recreation Plan equals 132.5. The total park improvement acreage above (122.50) in addition to unimproved parks (38.0) equals 160.5. The difference of 28.0 acres accounts for additional park acreage added to the Village following adoption of the Outdoor Recreation Plan prior to the adoption of this report.

Table III. Trail Inventory

Total feet of Village Trails	<u>50,591</u>
Total miles of Village Trails	<u>9.58</u>
Replacement Value	<u>\$ 2,780,000</u>
Replacement cost per foot	<u>\$ 55</u>

Table IV. Fee in lieu of land dedication

Cost per acre	<u>\$ 81,000</u>
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CITY OF STOUGHTON

Stoughton, Wisconsin

PARK IMPACT FEE, FEE IN LIEU OF LAND DEDICATION AND PUBLIC FACILITY NEEDS ASSESSMENT

Baker Tilly US, LLP
4807 Innovate Lane
P.O. Box 7398
Madison, WI 53707-7398
608 249 6622
800 362 7301

Dated: March 8, 2021

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Executive Summary

The purpose of this project was to evaluate and update the City's current park impact fee under Wisconsin Statute, Chapter 66, Section 66.0617 Impact Fees and its fee in lieu of land dedication under Wisconsin Statute, Chapter 236, and Section 236.45 Local Subdivisions Requirements. The park impact fee(s) as referenced throughout this report include both the trail and park development aspects of the park impact fee.

According to the City of Stoughton's (the "City") 2018 Comprehensive Outdoor Recreation Plan, the City is expecting to have population growth slightly higher than Dane County as a whole through 2030. This anticipated growth will require additions to the City's parkland and park facilities (trails and park capital improvements). Impact fees will continue to assist in financing the capital costs associated with trails and park facility improvements. A fee in lieu of land dedication will continue to assist in financing the acquisition or initial improvement of land for public parks.

The City currently charges a park impact fee and a fee in lieu of land dedication as established by the following reports and ordinances:

Stoughton, WI Code of Ordinances, Sec. 67-5 – Parks, playgrounds and land for athletic fields impact fee. Ordinance No. 0-8-09, 6-23-2009

Stoughton, WI Code of Ordinances, Section 66-1101 – Provision of public lands and open spaces. Ordinance No. 0-7-09, 6-23-2009

Public Facilities Needs Assessment and Impact Fee Study dated January 2009 (Ruekert & Mielke 2009)

Per the City, they update the impact fee and fee in lieu of land dedication annually based on the Engineering News Record Construction Cost Index per Sec 66-1101.(2).

This document serves as a summary of Baker Tilly's analysis of the City's existing park impact fee and its fee in lieu of land dedication. It also serves to satisfy the statutory obligations as outlined in Wisconsin Statute 66.0617 and Wisconsin Statute 236.45 to update its existing fees and public facility needs assessment. The primary resources used in this development of this study include:

- > *The City of Stoughton 2018 Comprehensive Outdoor Recreation (the Plan)* as prepared by Ayres Associates adopted on December 11, 2018. See the acknowledgements section of the Plan for those that were involved in its creation. The Plan is located on the City's website.
- > *The park inventory listing as provided by the City.* This document was compiled by the City from the City insurance listing, replacement values, internal capital asset listing, observation and engineering assistance. Refer to Appendix A.
- > *The trail inventory listing as provided by the City.* This document was compiled by the City. Refer to Appendix A.
- > *The land cost as provide by the City.* The land cost is based on the City-wide average cost of unimproved land acquisition based on recent land sales and the cost to improve the land for public parks. Per s. 236.45(6)(ac), "improvement for public parks" means grading, landscaping, installation of utilities, construction of sidewalks, installation of playground equipment, and construction or installation of restroom facilities on land intended for public park purposes."

Executive Summary (cont.)

This study should be read in conjunction with these resources. We provide no assurance on the accuracy of the resources used to develop this study.

The City may implement or update other impact fees at a later date; however, no consideration has been given to those possibilities in this report.

Introduction

As previously stated in the Executive Summary, the City expects to experience population growth through 2030. Planning responsibly for new growth within a community is one of many challenges facing local governments. Effective accommodation of this development requires the construction and upgrade of public facilities and infrastructure to serve new residents. As well as additional park land to accommodate growth.

It is common that during the construction and upgrade of public infrastructure, many residents and businesses that will occupy the newly developed areas of the community may not yet be present. The purchase of land and the development of land often precedes the inhabiting of the property. While this may be an obvious fact, it holds important consequence for the public financing of new development. In order to apportion the public costs of new development fairly and responsibly, some measure must be undertaken to ensure that the entire cost of accommodating new development is not born solely by the current residents of the municipality. One such measure to accomplish this goal is the use of impact fees and a fee-in-lieu of land dedication to offset the initial cost to local taxpayers of satisfying the additional demand on the public infrastructure and park land.

Section A – Statutory Requirements

Wisconsin's Impact Fee Statute 66.0617 prescribes the types of public infrastructure for which an impact fee may be charged, the costs that may be included in developing an impact fee, as well as the obligations on the part of the issuing municipality prior to and subsequent to the fee being charged. These obligations are detailed below.

In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6) (am), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). This is detailed below.

Wisconsin State Statute Section 66.0617(1) Definitions:

The following definitions as outlined in Wisconsin State Statute 66.0617(1) have been addressed in the fee computation. The requirements are as follows:

- > *Per Subsection(1)(a), "Capital costs" means the capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10% of capital costs may consist of legal, engineering and design costs unless the municipality can demonstrate that its legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10% of capital costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities, vehicles; or the costs of equipment to construct, expand or improve public facilities.*

Based on the definition above, only allowable capital costs are included in the impact fee computation.

The City's standard related to its fee-in-lieu of land dedication costs is outlined below. See Chapter 236 requirements.

- > *Per Subsection (1)(f)(1), "Public Facilities" means...parks, playgrounds, and land for athletic fields.....".*

The projects included in the impact fee computation meet this definition.

- > *Per Subsection (1)(g), "Service area" means geographical area delineated by a municipality within which there are public facilities.*

The service area for the impact fee and the fee-in-lieu of land dedication is the City of Stoughton. The park types, acreage standards and service area radius are detailed in the City of Stoughton's 2018 Comprehensive Outdoor Recreation Plan. This document is located on the City's website.

- > *Per Subsection (1)(h), "Service standard" means a certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure, as specified by the municipality.*

The park types, acreage standards and service area radius are detailed in the City of Stoughton's 2018 Comprehensive Outdoor Recreation Plan.

The impact fee cost standard per acre is based on the replacement value of improvements provided to the City's insurer and supported by the City's capital asset records as well as observation. See Appendix A.

Section A – Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(1) Definitions (cont.):

The City trail standard is outlined in Appendix A.

The standards and service areas used for consideration in the impact fee calculation is for “active-use” parks. The impact fee calculation does not include conservancy park areas and drainageways. Although these areas may be used for recreational purposes, they are not suitable for long-term “active use” recreational facility improvements. The City currently provides 9.95 acres of active-use acres of parkland per 1,000 residents for its impact fee calculation.

The City’s standard related to its fee-in-lieu of land dedication is outlined below. See Chapter 236 requirements.

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees:

This report adheres to what an impact fee should reflect according to Wisconsin State Statute 66.0617(6). The standard requirements are as follows:

- > *Per Section (6)(a), shall bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.*

The fees found herein are for public facilities and land that are required to serve future developed land and the service demands that development creates.

- > *Per Section (6)(am), may not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.*

The fees were developed to address the capacity necessary to service the development for which the fees are being imposed.

- > *Per Section (6)(b), may not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the municipality.*

The capital costs, which form the basis for the fees developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time the study as assembled by City staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(c), shall be based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.*

The capital costs, which form the basis for the fee developed as a part of this study, include actual as well as estimated replacement costs for land costs, park improvements and trail improvements. These costs were based on what was known at the time of the study as assembled by City staff. These standards were then used to calculate a cost to be charged.

- > *Per Section (6)(d), shall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Chapter 236 or any other items of value.*

The other financing sources listed above were taken into consideration as a part of the fee computations. It has been determined that these financing sources have not been used to finance capital costs for park improvements. Therefore, these sources were not included in the fee calculations.

Section A – Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617(6) – Standards for Impact Fees (cont.):

- > *Per Section (6)(e), shall be reduced to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.*

The receipt of federal and or state grants was considered in the fee development. No grant funds have been received from federal or state governments specifically for park improvements or land purchases in the last ten years. City staff determined that state and federal grant funds cannot be relied upon to fund future park projects. Therefore, the fee has not been reduced for such funds. The City will continue to attempt to secure park grant funding. Any grant funds received in the future will be factored in future impact fee calculations.

- > *Per Section (6)(f), may not include amounts necessary to address existing deficiencies in public facilities.*

The costs included in the fee computations are not related to curing existing deficiencies.

- > *Per Section (6)(fm), may not include expenses for operation or maintenance of a public facility.*

The costs included in the fee computations do not include expenses for operation or maintenance of a public facility.

- > *Section (6)(g) except as provided under this paragraph, shall be payable by the developer or the property owner to the municipality in full upon issuance of a building permit by the municipality. There are exceptions to this outlined in the statute.*

All fees will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617 (7r) – Impact Fee Reports

- > *At the time that the municipality collects an impact fee, it shall provide to the developer for which it received the fee an accounting of how the fee will be spent.*

The City is aware of this requirement.

Wisconsin State Statute Section 66.0617 (8) – Requirements for Impact Fee Revenues

- > *Revenues from each impact fee that is imposed shall be placed in a separate segregated interest-bearing account and shall be accounted for separately from the other funds of the municipality. Impact fee revenues and interest earned on impact fee revenues may be expended only for the particular capital costs for which the impact fee was imposed, unless the fee is refunded under sub. (9).*

The City accounts for its fees in a separate general ledger account. Interest income is allocated to this account on a monthly basis.

Section A – Statutory Requirements (cont.)

Wisconsin State Statute Section 66.0617 (9) – Refund of Impact Fees

- > *Except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub. (8). Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of the fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as described in sub.(8). The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10 year limit, it needs an additional 3 years to use the impact fees that were collected.*

The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this sub-section. For purposes of the time limits in this subsection, an impact fee is paid on the date the developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under sub. (6) (g).

According to City management, the City has spent down its impact fee collections in accordance with state statute guidance and no refunds have been made to date.

NOTE: The impact fee requirements outlined in this section are subject to change by the legislature at any time. Refer to the state statute for the statutory requirements.

Wisconsin State Statute Chapter 236 - Platting Lands and Recording and Vacating Plats

A fee-in-lieu of land dedication must follow the requirements of Wisconsin State Statute Chapter 236 – Platting Lands and Recording and Vacating Plats. See the requirements below.

In addition, if a municipality charges a fee-in-lieu of land dedication in accordance with Wisconsin State Statute 236.45(6) (am), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). These are detailed above.

Wisconsin State Statute Chapter 236 (6) – Requirements for Approval Conditions

- > *Per Subsection(6)(ac), "Improvement of land for public parks" means grading, landscaping, installation of utilities, construction of sidewalks, installation of playground equipment, and construction or installation of restroom facilities on land intended for public park purposes.*

Based on the definition above, only allowable costs are included in the fee-in-lieu of land dedication. See Appendix A.

- > *Per Subsection (6)(b), any land dedication, easement, or other public improvement or fee for the acquisition or initial improvement of land for a public park that is required by a municipality, town, or county as a condition of approval under this chapter must bear a rational relationship to a need for the land dedication, easement, or other public improvement, parkland acquisition or initial improvement fee resulting from the subdivision or other division of land and must be proportional to the need.*

The City is meeting this requirement. The City is providing a service level of 12.2 acres per 1,000 residents. See assumptions.

Section A – Statutory Requirements (cont.)

Wisconsin State Statute Chapter 236 (6) – Requirements for Approval Conditions

- > *If a subdivision ordinance of a municipality, town, or county requires, as a condition of approval under this chapter, that a subdivider dedicate land for public park, the municipality, town or county may offer the the subdivider the option of either dedicating land consistent with the municipality's, town's or county's park plan and comprehensive plan or paying a fee or other charge under par. (am) in lieu of the dedication. If the subdivider elects to pay a fee or other charge under the paragraph, the fee or other charge is payable by the landowner to the municipality, town, or county upon issuance of a building permit by the municipality, town, or country. If the subdivers elects to dedicate land under this paragraph, unless the municipality, town, or county agrees otherwise, the subdivider only may dedicate land that is consistent with the municipality's, town's or county's park plan and comprehensive plan.*

See Section C for the fee-in-lieu of land dedication fee calculation and the land dedication square footage requirements. If land dedication is selected, the City's land dedication standard is 528 square feet per person. See the assumptions and calculations in Section C.

A fee-in-lieu of land dedication is due upon issuance of a building permit.

NOTE: The fee-in-lieu of land dedication requirements outlined in this section are subject to change by the legislature at any time. Refer to the state statute for the statutory requirements.

Section B – Compliance with Wisconsin Impact Fee Requirements

Impact Fee Process

See Wisconsin State Statute 66.0617 for the detailed process. In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10).

The process followed and information utilized in the development of the impact fees / fee in lieu of land dedication is summarized below:

- Requires a Public Hearing (s. 66.0617 (3)):
 - Class 1 notice under Chapter 985
 - Provide copy of proposed ordinances
 - Provide public facilities needs assessment
- Based on a Public Facilities Needs Assessment (for facilities included in the impact fee calculation) (s. 66.0617 (4)):
 - Inventory of existing facilities, including deficiencies
 - Identification of new public facilities
 - Estimated (or actual) capital cost of new public facilities
 - Effect of recovering capital costs on affordable housing
 - Available for public inspection and copying in the office of the clerk at least 20 days before hearing
- Follow Impact Fee Standards:
 - Rational relationship to the need for new facilities
 - Proportionality
 - Actual costs or reasonable estimates
 - Net of other charges
 - Net of grants
 - Must exclude improvements to address deficiencies
 - May not include expenses for operation or maintenance of a public facility
 - Payable by the developer or property owner to the City in full upon the issuance of a building permit by the City
- Establish Accounting Requirements:
 - Use of funds restricted
 - Subject to refund
- Specify Appeal Procedure (s. 66.0617 (10))

Section B – Compliance with Wisconsin Impact Fee Requirements (cont.)

Imposition of the Park Impact Fee / Fee-in-lieu of Land Dedication

The park impact fee and fee-in-lieu of land dedication will be due at the time of building permit issuance except for situations allowed for under this section of the impact fee statute.

Wisconsin State Statute Section 66.0617(7) - Low Cost Housing

In general, the level of the fees in relation to average housing cost should not impede the affordability of low-cost housing. For example, including the proposed single family park impact fee and fee in lieu of land dedication of \$6,477, in a typical 30 year mortgage at 4% interest would equate to an additional monthly payment of \$31. According to AreaVibes Inc., the median home price in Stoughton is \$182,400. Assuming a down payment of 20%, the average monthly mortgage payment would be \$697. The impact fee would be 4.4% of the monthly payment. In addition, if the owner of a multifamily dwelling were to include the proposed multi-family fees of \$4,497 in a mortgage with the same terms, the additional monthly payment would be \$21.

The impact fee statute allows for an exemption from or reduced fees on new development that is approved for affordable housing. If a portion of the project has been approved for affordable housing, then the fee may be adjusted accordingly at the discretion of the City Council upon recommendation of the Planning Commission.

Information from the 2013-2017 US Census showed that the City of Stoughton's median household income was \$63,333 (2017 dollars). Dane County's median household income was \$67,631 (2017 dollars). Wisconsin's household income was \$56,759 (2017 dollars).

Updates to the Report

The park impact fees should be evaluated for adjustment on a periodic basis based on a Construction Cost Index. The fee-in-lieu of land dedication should also be evaluated for adjustment at least every five years to account for increases / decreases in raw land costs, grading and utilities. This will allow for changes in growth, project costs, estimates or other projects to be incorporated into the fees. See assumptions for recommendations.

Section C – Fee Calculation and Land Dedication Requirements

Assumptions

- > The existing park impact fees were based on *Stoughton, WI Code of Ordinances, Section. 67-5, Ordinance No. 0-8-09, Public Facilities Needs Assessment for Park Improvements (Ruekert & Mielke 2009)*. The fee has been updated annually based on the Engineering News Record Construction Cost Index per Sec 66-1101.(2).
- > The fee in lieu of parkland dedication was last updated in 2009. See Stoughton, WI Code of Ordinances, Section 66-1101, Ordinance No. 0-7-09.
- > The City's current 2018 Comprehensive Outdoor Recreation Plan (Plan) was used as the basis for this study. This Plan was approved on December 11, 2018. As noted in the Plan, "Parks are gateways to healthy, prosperous and connected communities." The plan also supports the guidelines established in the City of Stoughton 2017 Comprehensive Plan which can be found on the City website.
<https://www.ci.stoughton.wi.us/index.asp?SEC=1E694A0C-A5D8-41FF-92C5-9598AA47B3AB>
- > According to the US Census, 2013-2017, the most recent population estimate for the City is 13,060 as of July 1, 2018, which is an increase of approximately 400 since 2010 (12,611 population) or a 3.5% increase. According to the US Census 2013-2017 survey results, it is expected that the City's population will grow to 13,800 by the year 2030 or an increase of approximately 740 or 5.7%. The City's population in 2019 and 2020 was 12,911 and 13,130, respectively.
- > According to the United States Census Bureau (2010 results – latest known), the City has total land area in square miles of 4.92 which equates to a population density of 2,563 inhabitants per square mile when using the 2013-2017 ACS estimates and 2,624 inhabitants per square mile when using the 2019 population and 2,668 when using the 2020 population.
- > According to the City's parkland inventory records, the City has approximately 130.66 improved acres of active parkland for existing residents. This was used to compute the impact fee.
- > The City's fee-in-lieu of land dedication standard is based on 159.12 acres of parkland. This is comprised of 130.66 acres of active use parks and 28.46 of conservancy parks and natural areas.
- > According to the City, the City has park improvements in the amount of \$17,675,636. This includes all City parks that only have City improvements i.e. no developer added improvements. The estimated improvement cost per acre is \$135,280 (see Appendix A, Table I.)
- > According to the City, the City has also used its resources to finance trails in the amount of \$422,200. The estimated cost per foot of trail is \$22 (see Appendix A, Table III.)
- > The land costs to calculate the fee-in-lieu of land dedication is based on the City-wide average cost of land acquisition and "improvements of land for public park costs" as allowed for under Chapter 236. The cost per acre is \$78,585 (see Appendix A, Table IV).
- > Park development fees will not be assessed to nonresidential land uses as park usage is primarily residential in this community.
- > The Park & Open Space standards can be found in the City of Stoughton 2018 Comprehensive Outdoor Recreation Plan.

Section C – Fee Calculation and Land Dedication Requirements (cont.)

Assumptions (cont.)

- > For purposes of this analysis, it is assumed that there will be an average of 2.78 persons per household for single-family housing units and 1.93 persons per household for duplex and multifamily housing units. See Section C (pages 14 – 17) for the computation and source information.
- > For purposes of this report, “Group Quarters Dwelling Unit” is defined as follows: a dwelling unit where individuals live or stay that is owned or managed by an entity or organization providing housing and / or services for the residents. The services may include, but are not limited to, custodial or medical care and other types of assistance (for example a skilled-nursing facility). Residency is restricted to the individuals receiving the services, and the individuals typically do not participate in the labor force while a resident. Typically, a Group Quarters Dwelling Unit has one resident per unit.
- > It is assumed that City of Stoughton parks, particularly the athletic facilities, will be used by other nearby communities. However, it is further assumed that such use will be reciprocal in that Stoughton residents will use facilities in other jurisdictions in roughly equal measure. Nonresident use is not considered to have a measurable influence on the level of improvement or the allocation of capital improvement costs as the City does not include non-residents in its park standard.
- > The City has one impact fee zone which is comprised of the entire City of Stoughton (s 66.0617(5)).
- > The impact fee standard and service area used for consideration in this study are for “active-use” parks. It does not include conservancy park areas and drainage-ways. Although these areas may be used for recreational purposes, they are not suitable for long-term “active use” recreational facility improvements. The City is currently providing 9.95 acres of active-use acres of parkland per 1,000 residents using the 2020 population of 13,130. The calculation is $(130.66 / 13,130) * 1,000 = 9.95$.
- > The fee-in-lieu of land dedication standard used for consideration in this study is comprised of “active-parks” of 130.66 and “passive use” parks of 28.46 for a total of 159.12 acres. While the type of land dedicated by developers is typically used for the development of active use parks, such use is not required. The city is currently providing 12.12 acres of parkland per 1,000 residents using the 2020 population of 13,130. The calculation is $(159.12 / 13,130) * 1,000 = 12.12$.
- > The City’s land dedication requirement is 528 square feet per person. . This is computed as follows: $(12.12 \text{ acres} * 43,560 \text{ square feet in an acre}) / 1,000 = 527.95 \text{ square foot per person}$. This is then multiplied by the persons per household to determine the land dedication square footage.

Recommendation

The City should consider whether its existing park impact fee and fee in lieu of land dedication fee should be updated with the fees identified and explained on the following pages. The Group Quarters dwelling unit type has been broken out from the multi-family dwelling unit type.

Section C – Fee Calculation and Land Dedication Requirements (cont.)

Fee Summary (see pages 14 – 16)

Dwelling Unit Type	Park Facilities Improvement	Trails	Fee in Lieu of Land Dedication*	Total
Single Family	\$ 3,741	\$ 89	\$ 2,647	\$ 6,477
Multi Family	2,597	62	1,838	4,497
Group Quarters	1,346	32	952	2,330

Land Dedication (see page 17)*

If land dedication is selected versus paying a fee in lieu of land dedication, the following land dedication square footage applies:

Dwelling Unit Type	Land Dedication Square Footage per Dwelling Unit Type
Single Family	1,468
Multi Family	1,019
Group Quarters	528

Section C - Fee Calculation and Land Dedication Requirements (cont.)

Park Facilities Improvement Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.78	\$ 1,346.03	\$ 3,741.98
Multi Family	1.93	\$ 1,346.03	\$ 2,597.85
Group Quarters	1.00	\$ 1,346.03	\$ 1,346.03

Standards:

Cost standard per acre \$ 135,280 B

Parkland acres per 1,000 residents 9.95 C

Cost per Person:

Cost standard per acre	\$ 135,280	B
Multiplied by: acres per person	<u>0.0099500</u>	per above
Cost per person	<u>\$ 1,346.03</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the City of Stoughton - Appendix A. Table I.

C) Per the City of Stoughton

Section C - Fee Calculation and Land Dedication Requirements (cont.)

Trail Impact Fee Calculation

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.78	\$ 32.15	\$ 89.40
Multi Family	1.93	\$ 32.15	\$ 62.07
Group Quarters	1.00	\$ 32.15	\$ 32.15

Standards:

Cost standard per foot \$ 22.42 B

Current Statistics:

Estimated 2020 City population 13,130 C

Footage per person

Total footage	18,830	D
Divided by: current residents	<u>13,130</u>	C
Foot per person	<u>1.4341203</u>	

Cost per Person:

Cost standard per foot	\$ 22	B
Multiplied by: footage per person	<u>1.4341203</u>	per above
Cost per person	<u>\$ 32.15</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the City of Stoughton - Appendix A. Table III.

C) Source: City of Stoughton

D) Per the City of Stoughton - Appendix A. Table III.

Section C - Fee Calculation and Land Dedication Requirements (cont.)

Fee in lieu of land dedication

Dwelling Unit Type	1 (A) Persons per Household	2 Cost per Person	3 (1*2) Fee
Single Family	2.78	\$ 952.45	\$ 2,647.82
Multi Family	1.93	\$ 952.45	\$ 1,838.24
Group Quarters	1.00	\$ 952.45	\$ 952.45

Standards:

Cost standard per acre \$ 78,585 B

Parkland acres per 1,000 residents 12.12 C

Cost per Person:

Cost standard per acre	\$ 78,585	B
Multiplied by: acres per person	<u>0.0121200</u>	per above
Cost per person	<u>\$ 952.45</u>	

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the City of Stoughton - Appendix A. Table IV.

C) Per the City of Stoughton

Section C - Fee Calculation and Land Dedication Requirements (cont.)

Land Dedication Requirement

Dwelling Unit Type	1 (A) Persons per Household	2 Square Foot per Person	3 (1*2) Land Dedication Square Footage
Single Family	2.78	\$ 527.95	\$ 1,467.70
Multi Family	1.93	\$ 527.95	\$ 1,018.95
Group Quarters	1.00	\$ 527.95	\$ 527.95

Standards:

Square feet per acre 43,560

Parkland acres per 1,000 residents 12.12 B

Square Foot per Person:

Parkland acres per person (12.12 / 1,000) 0.012120 B

Multiplied by: Square feet per acre 43,560 per above

Square feet per person 527.95

A) Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

B) Per the City of Stoughton

APPENDIX A

Table I. Inventory of Park Capital Improvements

		2020 Value of City Improvements
<u>Neighborhood Parks</u>	<u>Acres</u>	
Bjoin Park	7.23	\$ 931,840
Dunkirk Avenue Park	1.31	214,765
East Side Park	1.95	1,057,735
Lowell Street Park	14.96	1,101,620
Nordic Ridge Park	6.62	921,560
Norse Park	8.00	1,434,915
Schefelker Park	10.41	191,933
Veteran's Memorial Park	3.93	629,265
Virgin Lake Park	6.96	576,850
Westview Ridge Park	5.06	672,543
Subtotal	66.43	7,733,026
<u>Mini Parks</u>		
Criddle Park	0.22	120,150
Division Street Park	0.76	691,320
Riverside Park	1.36	356,805
Roby/Page Park	0.13	103,090
Subtotal	2.47	1,271,365
<u>Community Parks</u>		
Mandt Park	33.20	5,352,435
Racetrack Park	28.56	3,318,810
Subtotal	61.76	8,671,245
Park improvement subtotal	130.66	17,675,636
AVERAGE COST PER ACRE TO IMPROVE		\$ <u>135,280</u>

Source: City of Stoughton

Park	Park Type	Acres	Total Cost Per Insurance Printout	Non Insurance Items	Total	Less Developer Funded	Net	10% Engineering Planning	Road Frontage	Internal Bisecting Roads	Total	Improvement Cost Per Acre
Included In Park Improvement Calculation												
Mandt Park	Community	33.20	\$ 2,949,850	\$ 56,000	\$ 3,005,850	\$ -	\$ 3,005,850	\$ 300,585	\$ 906,750	\$ 1,139,250	\$ 5,352,435	\$ 161,218
Racetrack Park	Community	28.56	2,298,950	20,650	2,319,600	-	2,319,600	231,960	767,250	-	3,318,810	116,205
Subtotal		61.76	5,248,800	76,650	5,325,450	-	5,325,450	532,545	1,674,000	1,139,250	8,671,245	
Bjoin Park	Neighborhood	7.23	305,000	26,400	331,400	-	331,400	33,140	567,300	-	931,840	128,885
Dunkirk Avenue Park	Neighborhood	1.31	90,000	5,900	95,900	-	95,900	9,590	109,275	-	214,765	163,943
East Side Park	Neighborhood	1.95	520,000	18,850	538,850	-	538,850	53,885	465,000	-	1,057,735	542,428
Lowell Street Park	Neighborhood	14.96	215,000	23,450	238,450	-	238,450	23,845	532,425	306,900	1,101,620	73,638
Nordic Ridge Park	Neighborhood	6.62	569,000	23,600	592,600	-	592,600	59,260	269,700	-	921,560	139,208
Norse Park	Neighborhood	8.00	895,000	50,150	945,150	-	945,150	94,515	395,250	-	1,434,915	179,364
Schefelker Park	Neighborhood	10.41	81,875	5,950	87,825	-	87,825	8,783	95,325	-	191,933	18,437
Veteran's Memorial Park	Neighborhood	3.93	157,500	2,400	159,900	-	159,900	15,990	453,375	-	629,265	160,118
Virgin Lake Park	Neighborhood	6.96	315,000	6,500	321,500	-	321,500	32,150	223,200	-	576,850	82,881
Westview Ridge Park	Neighborhood	5.06	170,000	18,675	188,675	-	188,675	18,868	465,000	-	672,543	132,914
Subtotal		66.43	3,318,375	181,875	3,500,250	-	3,500,250	350,026	3,575,850	306,900	7,733,026	
Criddle Park	Mini Park	0.22	77,500	4,250	81,750	-	81,750	8,175	30,225	-	120,150	546,136
Division Street Park	Mini Park	0.76	-	4,950	4,950	-	4,950	495	606,825	79,050	691,320	909,632
Riverside Park	Mini Park	1.36	-	11,550	11,550	-	11,550	1,155	344,100	-	356,805	262,357
Roby/Page Park	Mini Park	0.13	35,000	1,650	36,650	-	36,650	3,665	62,775	-	103,090	793,000
Subtotal		2.47	112,500	22,400	134,900	-	134,900	13,490	1,043,925	79,050	1,271,365	
Total Park Improvements		130.66	\$ 8,679,675	\$ 280,925	\$ 8,960,600	\$ -	\$ 8,960,600	\$ 896,061			\$ 17,675,636	\$ 135,280

Note 1: Table II. includes all City parks that have been improved by the City

Note 2: Cost per LF of road frontage \$465, cost per LF of internal / bisecting roads \$930

Table III. Trail Inventory

Total feet of City Trails	18,830
Total miles of City Trails	3.57
Replacement Value	\$ 422,200
Replacement cost per foot	\$ 22.42

Table IV. Fee in lieu of land dedication

Cost per acre - per City land sales	\$ 60,000
Grading / utilities	18,585
Total Cost	\$ 78,585

Memo

To:	Kevin Greenville, Treasurer Robert. F. Stahl, Jr., Director of Operations
From:	Nick Dragisich
Date:	November 17, 2021
Subject:	Major Facility Fee for Water and Sewer Services

Executive Summary

Baker Tilly was retained to assist the Town of La Plata in reviewing its Major Facility Fee for Water and Sewer services. This review evaluated the amount of the fee and its ability to equitably assess the cost of water and sewer infrastructure needed to provide services to new customers. The review and evaluation were done in accordance with the American Water Works Association Manual M1 Principles of Water Rates, Fees, and Charges and the Water Environment Federation Financing and Charges for Wastewater Systems Manual of Practice No. 27.

There are a number of approaches to determine system development charges including the buy-in method, the incremental cost method, and the combined cost method. It is our opinion that the most appropriate method for determining the major facility fees for La Plata is the combined cost method. This is because the Town has existing assets with some capacity and its Capital Improvement Plan (C.I.P.) has planned improvements to meet anticipated needed capacity.

The Major Facility Fee is determined by the value the existing assets that provide a system-wide benefit plus the cost of the assets in the C.I.P. to accommodate anticipated growth. Four alternatives were evaluated for the assets of each utility that provide system-wide benefit as follows:

- Asset acquisition cost
- Adjusted asset cost which is the acquisition cost plus additions and improvements
- 6/30/20 Book Value which is the Adjusted Asset Cost less Accumulated Depreciation
- 2021 replacement cost less accumulated depreciation. The 2021 replacement cost was estimated as the acquisition cost increased from the year of acquisition to 2021 based on the American City and County long-term annual average construction cost index which was 2.93%.

Sewer Utility Asset Valuation

Our evaluation for assets of the Sewer Utility included:

- Current system-wide asset values ranging from \$33,516,517 to \$37,372,852 depending on the alternative used
- Net Current Assets ranging from \$39,408,701 to \$43,276,332 depending on the alternative used which include:
 - o Current system-wide assets
 - o 2021 assets in C.I.P. paid from Sewer Fund
 - o Cash and cash equivalents plus investments
 - o Less contributed assets
 - o Less outstanding debt
- Current assets for the Major Facilities Fee which included:
 - o Net Current Assets
 - o Plus outstanding debt including principal and interest issued to finance additional sewer capacity of \$2,573,840 (includes \$2,281,965 principal plus \$291,875 interest)
- Future asset that will increase capacity estimated to cost \$17,280,410 (includes \$12,353,000 principal plus \$4,927,410 in estimated interest cost)

The total Sewer asset value/EDU for the Major Facility Fee was determined to range from \$10,872 to \$13,618 depending on the alternative used.

Water Utility Asset Valuation

Our evaluation for assets of the Water Utility included:

- Current system-wide asset values ranging from \$9,072,282 to \$14,988,249 depending on the alternative used
- Net Current Assets ranging from \$9,769,178 to \$43,276,332 depending on the alternative used which include:
 - o Current system-wide assets
 - o Cash and cash equivalents plus investments
 - o Less outstanding debt
- Current assets for the Major Facilities Fee which included:
 - o Net Current Assets
 - o Plus outstanding debt including principal and interest issued to finance additional water capacity of \$391,336 (includes \$324,789 principal plus \$66,547 interest)
- Future asset that will increase capacity estimated to cost \$873,473 (includes \$250,000 principal plus \$73,473 in estimated interest cost)

The total Water asset value/EDU for the Major Facility Fee was determined to range from \$1,719 to \$2,413 depending on the alternative used.

The Major Facility Fee is the sum of the Sewer Asset Value/EDU and the Water Asset Value/EDU. These ranged from \$12,592/EDU to \$16,032/EDU depending on the alternative chosen

Introduction

Baker Tilly was retained to assist the Town of La Plata in reviewing its Major Facility Fee for Water and Sewer services. This review evaluated the amount of the fee and its ability to equitably assess the cost of water and sewer infrastructure needed to provide services to new customers. The review and evaluation were done in accordance with the American Water Works Association Manual M1 Principles of Water Rates, Fees, and Charges and the Water Environment Federation Financing and Charges for Wastewater Systems Manual of Practice No. 27.

The Town's Major Facility Fee charge is a system development charge. A one-time fee paid by a new customer of the Water Utility or Sewer Utility for system capacity. These charges should be based on the assets of each utility that provide system-wide benefit to the users. The objective is to ensure that new customers pay for their share of the utility's assets which they will benefit from and to correspondingly avoid current customers from paying for system capacity that benefits future customers.

There are a number of approaches to determine system development charges. However, in my experience there are three approaches that are most widely used. Each of these are discussed below.

Buy-In Method

The buy-in approach determines the system development charges based solely on the existing utility system assets. The replacement cost of each system's major functional components serves as the cost basis for the system development charge calculation. This approach is most appropriate for a system with sufficient capacity to serve new growth now and into the future.

Incremental Cost Method

The incremental cost method is based on the value or cost needed to increase the existing system capacity. This method is typically used where the existing system has limited or no excess capacity to accommodate growth and new or incremental facilities are needed to provide additional system capacity to serve new development now and into the future.

Combined Cost Method

The combined cost approach is a combination of the two approaches previously described. This approach is typically used where there is some capacity in the current system that will accommodate growth, but additional capacity is needed to serve new development at some point in the future.

It is our opinion the most appropriate method for determining the major facility fees for Town of La Plata is the combined cost method. This is because the Town has existing assets with some capacity and its Capital Improvement Plan (C.I.P.) has planned improvements to meet anticipated needed capacity.

The Major Facility Fee is determined by the value of the existing assets that provide a system-wide benefit plus the cost of the assets in the C.I.P. to accommodate anticipated future growth. The value of the existing assets can be determined by different alternatives. Some commonly used alternatives include:

1. Original cost - which is the cost of the asset in the year constructed or acquired
2. Original cost less accumulated depreciation - also called the book value of the asset
3. Replacement cost - which is the original cost escalated to the current-day costs
4. Replacement cost less accumulated depreciation - which is the original cost escalated to the current day cost less accumulated depreciation.

The alternative used to value the existing assets generally depends on the original system, the depreciable lives of the assets that has been used, and the judgement of the person valuing the assets. Baker Tilly considered these alternatives to value the existing assets of the Town.

Four alternatives were evaluated for the assets of each utility that provide system-wide benefit as follows:

- Asset acquisition cost
- Adjusted asset cost which is the acquisition cost plus additions and improvements
- 6/30/20 Book Value which is the Adjusted Asset Cost less Accumulated Depreciation
- 2021 replacement cost less accumulated depreciation. The 2021 replacement cost was estimated as the acquisition cost increased from the year of acquisition to 2021 based on the American City and County long-term annual average construction cost index which was 2.93%.

Sewer Utility Asset Valuation

Our evaluation for current assets of the Sewer Utility resulted in system-wide asset values as shown in the table below. The values ranged from \$33,516,517 to \$37,372,852 depending on the alternative used. It is interesting that the 2021 Replacement Cost less Depreciation is only approximately 11% greater than the Adjusted Asset Cost (Asset Acquisition Cost plus Additions and Improvements).

Sewer Utility Current System-Wide Assets

Asset	Assets Acquisition Cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Buildings	\$ 12,083,316	\$ -	\$ 12,083,316	\$ 6,849,940	\$ 5,233,376	\$ 16,365,271
Class CIP	\$ 102,883	\$ 103,260	\$ 206,142	\$ -	\$ 206,142	\$ 221,999
Improvements other than buildings	\$ 167,487	\$ -	\$ 167,487	\$ 56,436	\$ 111,051	\$ 148,105
Infrastructure	\$ 19,188,637	\$ -	\$ 19,188,637	\$ 7,145,124	\$ 12,043,513	\$ 18,624,525
Land	\$ 358,977	\$ -	\$ 358,977	\$ -	\$ 358,977	\$ 358,977
Other Equipment	\$ 1,187,691	\$ 15,467	\$ 1,203,158	\$ 1,126,199	\$ 76,959	\$ 1,313,915
Vehicles and mobile equipment	\$ 427,527	\$ 38,922	\$ 466,448	\$ 331,990	\$ 134,458	\$ 340,061
Total	\$ 33,516,517	\$ 157,648	\$ 33,674,164	\$ 15,509,688	\$ 18,164,476	\$ 37,372,852

The Town has three capital improvements in its 2021 C.I.P. for the Sewer Utility that are system-wide assets and will serve new customers and therefore provide value to them. These include upgrades to the Wastewater Treatment Plant estimated to cost \$250,000, a gravity belt thickener estimated to cost \$147,041, and an equalization tank estimated to cost \$1,650,000. The total of these new assets is \$2,047,041. Because these improvements are currently in process, \$199,637 is already included in the Adjusted Asset Cost and the 2021 Replacement Cost Less Depreciation leaving \$1,847,404 to be accounted for as 2021 C.I.P.

The Sewer Utility has received contributed assets of \$57,707 which need to be deducted from the asset value since they were not paid for by the current customers.

Current outstanding debt principal in the Sewer Utility is \$2,281,965. This amount is included in the asset acquisition costs so it needs to be deducted here and recovered with the outstanding debt as a separate cost. Deducting it here will avoid double counting.

The other asset of the Sewer Utility Fund is its \$6,376,119 in cash and cash equivalents plus investments. This asset was derived from past customers of the Sewer Utility and can be used to either fund future capital improvements or to fund future operations. In either case, it will benefit all future Sewer Utility customers.

The total 2021 assets of the Sewer Utility are the assets from the table above plus the 2021 C.I.P. assets to be added, less the contributed assets, less outstanding debt principal, plus cash and cash equivalents plus investments. The asset values ranged from \$39,408,701 to \$43,276,332 as shown in the table below. Again, it is interesting that the 2021 Replacement Cost less Depreciation is only approximately 9.40% greater than the Adjusted Asset Cost (Asset Acquisition Cost plus Additions and Improvements).

Sewer Utility Total Current System-Wide Assets

Asset	Assets Acquisition Cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Buildings	\$ 12,083,316	\$ -	\$ 12,083,316	\$ 6,849,940	\$ 5,233,376	\$ 16,365,271
Class CIP	\$ 102,883	\$ 103,260	\$ 206,142	\$ -	\$ 206,142	\$ 221,999
Improvements other than buildings	\$ 167,487	\$ -	\$ 167,487	\$ 56,436	\$ 111,051	\$ 148,105
Infrastructure	\$ 19,188,637	\$ -	\$ 19,188,637	\$ 7,145,124	\$ 12,043,513	\$ 18,624,525
Land	\$ 358,977	\$ -	\$ 358,977	\$ -	\$ 358,977	\$ 358,977
Other Equipment	\$ 1,187,691	\$ 15,467	\$ 1,203,158	\$ 1,126,199	\$ 76,959	\$ 1,313,915
Vehicles and mobile equipment	\$ 427,527	\$ 38,922	\$ 466,448	\$ 331,990	\$ 134,458	\$ 340,061
Total	\$ 33,516,517	\$ 157,648	\$ 33,674,164	\$ 15,509,688	\$ 18,164,476	\$ 37,372,852
2021 Assets in CIP Paid from Sewer Fund						
Gravity Belt Thickener	\$ 142,791	\$ -	\$ 142,791	\$ -	\$ 142,791	\$ 142,791
Upgrades for WWTP	\$ 150,990	\$ -	\$ 150,990	\$ -	\$ 150,990	\$ 150,990
EQ Tank	\$ 1,553,623	\$ -	\$ 1,553,623	\$ -	\$ 1,553,623	\$ 1,553,623
Total	\$ 1,847,404	\$ -	\$ 1,847,404	\$ -	\$ 1,847,404	\$ 1,847,404
Less contributed assets	\$ (49,374)	\$ (8,333)	\$ (57,707)	\$ (16,052)	\$ (41,655)	\$ (38,078)
Less Outstanding Debt	\$ (2,281,965)	\$ -	\$ (2,281,965)	\$ -	\$ (2,281,965)	\$ (2,281,965)
Cash and cash equivalents plus investments	\$ 6,376,119	\$ -	\$ 6,376,119	\$ -	\$ 6,376,119	\$ 6,376,119
Net Current Assets	\$ 39,408,701	\$ 149,314	\$ 39,558,016	\$ 15,493,637	\$ 24,064,379	\$ 43,276,332

The Sewer Utility has a current treatment capacity of 1.5 million gallons per day (MGD). The five-year plan is to increase the treatment capacity to 2.0 MGD. The value of assets per gallon is then the Net Current Assets above divided by the increased treatment capacity of 2.0 MGD. The average residential customer uses 222 gallons per day (gpd). This is referred to as an EDU by the Town. The value of each EDU is the asset value per gallon times 222 gallons. The net current asset value/EDU varied from \$4,374 to \$4,804 as shown in the table below for each valuation method.

Sewer Utility Total Current System-Wide Asset Value/EDU

Asset	Assets Acquisition Cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/gallon	\$ 19.70	\$ 0.07	\$ 19.78	\$ 7.75	\$ 12.03	\$ 21.64
Current Asset Value/EDU	\$ 4,374	\$ 17	\$ 4,391	\$ 1,720	\$ 2,671	\$ 4,804

In addition to the asset value, the Major Facility Fee for the Sewer Utility needs to provide sufficient revenues to pay for the current outstanding debt on system-wide assets that increased capacity and on future debt that will be issued to finance new assets to increase capacity. The Town currently has three outstanding bonds that financed system-wide assets that are repaid from the Major Facility Fee for Sewers. These include:

- Water Quality Bond Series 2000
- Water Quality Financing Authority Bond Series 2010
- Water Quality Financing Authority Bond Series 2011

The total principal outstanding for these bonds is \$2,281,965 and the interest and fees outstanding are \$291,875 for a total amount outstanding of \$2,573,840. These costs should be allocated to the growth portion of the Sewer Utility capacity which is 0.5 MGD (2.0 MGD future capacity – 1.5 MGD 2021 capacity = 0.5 MGD). The current outstanding debt/gallon determined this way is \$4.56/gallon for principal and \$0.58/gallon for interest resulting in a total of \$5.15/gallon. The outstanding debt per EDU is \$1,013/EDU for principal and \$129.59/EDU for interest and fees for a total of \$1,143/EDU.

The current Asset Major Facility Fee for the Sewer Utility is the sum of the Current Asset Value/EDU plus the Current Outstanding Debt/EDU. These values range from \$5,388 to \$5,946 depending on the alternative used. They are shown in the table below.

Current Sewer Asset Value Major Facility Fee

Asset	Assets Acquisition Cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/gallon	\$ 19.70	\$ 0.07	\$ 19.78	\$ 7.75	\$ 12.03	\$ 21.64
Current Asset Value/EDU	\$ 4,374	\$ 17	\$ 4,391	\$ 1,720	\$ 2,671	\$ 4,804
Outstanding Debt repaid from MFF	Principal	Interest and Fees	Total Outstanding			
Water Quality Bond Series 2000	\$ 1,147,409	\$ 95,495	\$ 1,242,904	\$ -	\$ 1,242,904	\$ 1,242,904
Water Quality Financing Authority Bond Series 2010	\$ 435,320	\$ 46,210	\$ 481,530	\$ -	\$ 481,530	\$ 481,530
Water Quality Financing Authority Bond Series 2011	\$ 699,236	\$ 150,170	\$ 849,406	\$ -	\$ 849,406	\$ 849,406
Total Outstanding Debt Paid from MFF	\$ 2,281,965	\$ 291,875	\$ 2,573,840	\$ -	\$ 2,573,840	\$ 2,573,840
Current Outstanding Debt/gallon	\$ 4.56	\$ 0.58	\$ 5.15	\$ -	\$ 5.15	\$ 5.15
Current Outstanding Debt/EDU	\$ 1,013	\$ 130	\$ 1,143	\$ -	\$ 1,143	\$ 1,143
Current Assets MFF	\$ 5,388	\$ 146	\$ 5,534	\$ 1,720	\$ 3,814	\$ 5,946

The Town's C.I.P. includes assets that will increase treatment capacity which should be funded from new connections. These assets are projected to be paid for with new debt so the fee will need to include both projected principal and projected interest costs. New debt was assumed to be U.S.D.A. loans with a term of forty years for all the assets except the sludge dryer in 2024 which was assumed to have a term of twenty years based on its expected life. Interest was assumed to 1.75% based on information provided by the Town. The total acquisition cost of the future assets in the C.I.P was \$12,353,000. Projected interest costs were estimated at \$4,927,410 resulting in a total added capacity cost of \$17,280,410. The future asset value/gallon is determined by dividing the future asset cost by the increased capacity of 0.50 MGD. The future asset value per gallon ranged from \$24.71 to \$34.56 and the future asset value/EDU based on 222 gallons/residential customer ranged from \$5,486 to \$7,673 as shown below.

Future Sewer Asset Value

Future Assets in CIP That Increase Capacity Paid for From Future Debt	Assets acquisition cost	Projected Interest Cost	Total Projected Added Capacity Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Upgrades for WWTP	\$ 250,000	\$ 99,721	\$ 349,721	\$ -	\$ -	\$ 349,721
Southwest Quadrant Sewer Line	\$ 1,226,000	\$ 489,031	\$ 1,715,031	\$ -	\$ -	\$ 1,715,031
Southwest Quadrant Pump Station	\$ 1,356,000	\$ 540,886	\$ 1,896,886	\$ -	\$ -	\$ 1,896,886
Convert MLE to SNDN At WWTP	\$ 4,066,000	\$ 1,621,861	\$ 5,687,861	\$ -	\$ -	\$ 5,687,861
New Tertiary Clarified at WWTP	\$ 3,467,000	\$ 1,382,930	\$ 4,849,930	\$ -	\$ -	\$ 4,849,930
New Aerobic Digester at WWTP	\$ 965,000	\$ 384,923	\$ 1,349,923	\$ -	\$ -	\$ 1,349,923
Southwest Quadrant Regional Sewage Pumping Station Force Main	\$ 1,023,000	\$ 408,058	\$ 1,431,058	\$ -	\$ -	\$ 1,431,058
Total Future Assets that Increase Capacity	\$ 12,353,000	\$ 4,927,410	\$ 17,280,410	\$ -	\$ -	\$ 17,280,410
Future Asset Value/gallon	\$ 24.71	\$ 9.85	\$ 34.56	\$ -	\$ -	\$ 34.56
Future Asset Value/EDU	\$ 5,485	\$ 2,188	\$ 7,673	\$ -	\$ -	\$ 7,673

The total sewer asset value for the Major Facility Fee is the sum of the current assets including the 2021 C.I.P, the current outstanding debt, and the future assets including interest on debt issued to finance them. The total sewer asset value ranges from \$10,872 to \$13,619 depending on the alternative used to value the assets. These are shown below.

Summary of Sewer Asset Value for Major Facility Fee

Asset	Assets Acquisition Cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/gallon	\$ 19.70	\$ 0.07	\$ 19.78	\$ 7.75	\$ 12.03	\$ 21.64
Current Asset Value/EDU	\$ 4,374	\$ 17	\$ 4,391	\$ 1,720	\$ 2,671	\$ 4,804
Current Outstanding Debt/gallon	\$ 4.56	\$ 0.58	\$ 5.15	\$ -	\$ 5.15	\$ 5.15
Current Outstanding Debt/EDU	\$ 1,013	\$ 130	\$ 1,143	\$ -	\$ 1,143	\$ 1,143
Current Assets MFF	\$ 5,388	\$ 146	\$ 5,534	\$ 1,720	\$ 3,814	\$ 5,946
Future Asset Value/gallon	\$ 24.71	\$ 9.85	\$ 34.56	\$ -	\$ -	\$ 34.56
Future Asset Value/EDU	\$ 5,485	\$ 2,188	\$ 7,673		\$ -	\$ 7,673
Total Sewer Asset Value/EDU	\$ 10,872	\$ 2,334	\$ 13,206	\$ 1,720	\$ 3,814	\$ 13,619

Water Utility Asset Valuation

Our evaluation of the current assets for the Water Utility resulted in asset values as shown in the table below. The 2021 Replacement Cost less Depreciation of \$14,291,353 is considerably greater than the Adjusted Asset Cost of \$9,126,670 because a good number of Water Utility assets have been fully depreciated, so their current book value is zero. However, these assets are still in service and provide benefit to the customers of the Water Utility.

Water Utility Current System-Wide Assets

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Buildings	\$ 1,141,592	\$ -	\$ 1,141,592	\$ 549,726	\$ 591,866	\$ 1,937,526
Class CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements other than buildings	\$ 17,150	\$ -	\$ 17,150	\$ 14,723	\$ 2,427	\$ 14,787
Infrastructure	\$ 7,178,422	\$ -	\$ 7,178,422	\$ 4,109,968	\$ 3,068,454	\$ 11,552,936
Land	\$ 10,250	\$ -	\$ 10,250	\$ -	\$ 10,250	\$ 10,250
Other Equipment	\$ 544,625	\$ 15,467	\$ 560,092	\$ 507,083	\$ 53,009	\$ 626,187
Vehicles and mobile equipment	\$ 180,243	\$ 38,922	\$ 219,164	\$ 128,211	\$ 90,953	\$ 149,667
Total	\$ 9,072,282	\$ 54,388	\$ 9,126,670	\$ 5,309,711	\$ 3,816,959	\$ 14,291,353

The Town has does not have any capital improvements in its 2021 C.I.P. paid for from the Water Utility
There is one project that will be paid for from new debt.

The Water Utility has not received any contributed assets which would need to be deducted from the asset value since they were not paid for by the current customers.

Current outstanding debt principal in the Water Utility is \$324,789. This amount is included in the asset acquisition costs similar to the Sewer Utility, so it needs to be deducted here and recovered with the outstanding debt as a separate cost. Deducting it here will avoid double counting.

The other asset of the Water Utility Fund is its \$1,021,685 in cash and cash equivalents plus investments. Like the Sewer Utility, this asset was derived from past customers of the Water Utility and can be used to either fund future capital improvements or to fund future operations. In either case, it will benefit all future Water Utility customers.

The total 2021 assets of the Water Utility are the assets from the table above plus the cash and cash equivalents plus investments less the outstanding debt principal. The asset values ranged from \$9,769,178 to \$14,988,249 depending on the alternative used are shown in the table below.

Water Utility Total Current System-Wide Assets

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Buildings	\$ 1,141,592	\$ -	\$ 1,141,592	\$ 549,726	\$ 591,866	\$ 1,937,526
Class CIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements other than buildings	\$ 17,150	\$ -	\$ 17,150	\$ 14,723	\$ 2,427	\$ 14,787
Infrastructure	\$ 7,178,422	\$ -	\$ 7,178,422	\$ 4,109,968	\$ 3,068,454	\$ 11,552,936
Land	\$ 10,250	\$ -	\$ 10,250	\$ -	\$ 10,250	\$ 10,250
Other Equipment	\$ 544,625	\$ 15,467	\$ 560,092	\$ 507,083	\$ 53,009	\$ 626,187
Vehicles and mobile equipment	\$ 180,243	\$ 38,922	\$ 219,164	\$ 128,211	\$ 90,953	\$ 149,667
Total	\$ 9,072,282	\$ 54,388	\$ 9,126,670	\$ 5,309,711	\$ 3,816,959	\$ 14,291,353
2021 Assets in CIP Paid from Water Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less contributed assets	-	-	-	-	-	-
Less Outstanding Debt	(324,789)	-	(324,789)	-	(324,789)	(324,789)
Cash and cash equivalents plus investments	\$ 1,021,685	\$ -	\$ 1,021,685		\$ 1,021,685	\$ 1,021,685
Net Current Assets	\$ 9,769,178	\$ 54,388	\$ 9,823,566	\$ 5,309,711	\$ 4,513,855	\$ 14,988,249

The Water Utility has a current capacity of 1.23 million gallons per day (MGD). The five-year plan is to increase the capacity to 1.75 MGD. The capacity of the Water Utility is limited the amount of water they can pump from the aquifer under their Ground Water Appropriation Permit (GAP). The value of assets per gallon is then the net current assets above divided by the increased system capacity of 1.75 MGD. The same EDU that was used for the Sewer Utility, 222 gallons per day (gpd) is used for the Water Utility to determine the value per EDU. The value of each EDU is the asset value per gallon times 222 gallons. The asset value/EDU ranged from \$1,239 to \$1,901 depending on the alternative used as shown in the table below for each valuation method.

Water Utility Total Current System-Wide Asset Value/EDU

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/Gallon	\$ 5.58	\$ 0.03	\$ 5.61	\$ 3.03	\$ 2.58	\$ 8.56
Current Asset Value/EDU	\$ 1,239	\$ 7	\$ 1,246	\$ 674	\$ 573	\$ 1,901

The Major Facility Fee for the Water Utility needs to provide sufficient revenues to pay for the current outstanding debt on system-wide assets purchased and on future debt that will be issued to finance new assets to increase capacity. The Town currently has one outstanding bond that financed system assets that are repaid from the Major Facility Fee for Water. This was the Maryland Drinking Water Bond Series 2011A.

The total principal outstanding for these bond issues is \$324,789 and the interest and fees outstanding are \$66,547 for a total amount of \$391,336. These costs should be allocated to the growth portion of the Water Utility capacity which is 0.52 MGD (1.75 MGD future capacity – 1.23 MGD 2021 capacity = 0.52 MGD). The current outstanding debt/gallon determined this way is \$0.62/gallon for principal and

\$0.13/gallon for interest resulting in a total of \$0.75/gallon. The outstanding debt per EDU is \$139/EDU for principal and \$28/EDU for interest and fees for a total of \$167/EDU.

The current Asset Major Facility Fee is the sum of the Current Asset Value/EDU plus the Current Outstanding Debt/EDU. These values range from \$1,378 to \$2,040 depending on the alternative used. They are shown in the table below.

Current Water Asset Value Major Facility Fee

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/Gallon	\$ 5.58	\$ 0.03	\$ 5.61	\$ 3.03	\$ 2.58	\$ 8.56
Current Asset Value/EDU	\$ 1,239	\$ 7	\$ 1,246	\$ 674	\$ 573	\$ 1,901
Outstanding Debt repaid from MFF	Principal	Interest and Fees	Total Outstanding			
	\$ 324,789	\$ 66,547	\$ 391,336	\$ -	\$ 324,789	\$ 324,789
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Outstanding Debt Paid from MFF	\$ 324,789	\$ 66,547	\$ 391,336	\$ -	\$ 324,789	\$ 324,789
Current Outstanding Debt/gallon	\$ 0.62	\$ 0.13	\$ 0.75	\$ -	\$ 0.62	\$ 0.62
Current Outstanding Debt/EDU	\$ 139	\$ 28	\$ 167	\$ -	\$ 139	\$ 139
Current Assets MFF	\$ 1,378	\$ 35	\$ 1,413	\$ 674	\$ 711	\$ 2,040

The Town's C.I.P. includes only one asset that will increase water capacity which should be funded from new connections. This asset is projected to be paid for with new debt so the fee will need to include both projected principal and interest costs. The new debt was assumed to be U.S.D.A. loan with a term of thirty years and interest assumed to 1.75% based on information provided by the Town. The total acquisition cost of the future asset in the C.I.P was \$250,000. Projected interest costs were estimated at \$73,473 resulting in a total added capacity cost of \$323,473 for this C.I.P. expenditure. In addition, the Town will incur a future cost for the St. Charles Water Main upgrade that is projected to be \$550,000 which will increase system capacity and should be funded from new connections. The total cost of future assets that will increase capacity is the sum of these two or \$873,473. The future asset cost/gallon was determined by dividing the future asset cost by the increased capacity of 0.52 MGD. The future asset cost per gallon and the future asset cost/EDU based on 222 gallons/residential customer was the acquisition costs of \$342/EDU and \$31/EDU for interest costs for a total of \$373/EDU as shown below.

Future Water Asset Value

Future Assets in CIP That Increase Capacity Paid for From either Cash or Future Debt	Assets acquisition cost	Projected Interest Cost	Total Projected Added Capacity Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Southwest Quadrant Water	\$ 250,000	\$ 73,473	\$ 323,473	\$ -	\$ 323,473	\$ 323,473
St. Charles Water Main Upgrade	\$ 550,000	\$ -	\$ 550,000	\$ -	\$ 550,000	\$ 550,000
Total Future Assets that increase capacity	\$ 800,000	\$ 73,473	\$ 873,473	\$ -	\$ 873,473	\$ 873,473
Future Asset Value/gallon	\$ 1.54	\$ 0.14	\$ 1.68		\$ 1.68	\$ 1.68
Future Asset Value/EDU	\$ 342	\$ 31	\$ 373		\$ 373	\$ 373

The total water asset value for the Major Facility Fee is the sum of the current assets including the 2021 C.I.P, the current outstanding debt, and the future assets including interest on debt issued to finance them. The total water asset value ranges from \$1,719 to \$2,413 depending on the alternative used to value the assets. These are shown below.

Summary of Water Asset Value for Major Facility Fee

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Current Asset Value/Gallon	\$ 5.58	\$ 0.03	\$ 5.61	\$ 3.03	\$ 2.58	\$ 8.56
Current Asset Value/EDU	\$ 1,239	\$ 7	\$ 1,246	\$ 674	\$ 573	\$ 1,901
Current Outstanding Debt/gallon	\$ 0.62	\$ 0.13	\$ 0.75	\$ -	\$ 0.62	\$ 0.62
Current Outstanding Debt/EDU	\$ 139	\$ 28	\$ 167	\$ -	\$ 139	\$ 139
Current Assets MFF	\$ 1,378	\$ 35	\$ 1,413	\$ 674	\$ 711	\$ 2,040
Future Asset Value/gallon	\$ 1.54	\$ 0.14	\$ 1.68		\$ 1.68	\$ 1.68
Future Asset Value/EDU	\$ 342	\$ 31	\$ 373		\$ 373	\$ 373
Total Water Asset Value/EDU	\$ 1,719	\$ 67	\$ 1,786	\$ 674	\$ 1,084	\$ 2,413

Major Facility Fee

The Major Facility Fee is the sum of the Sewer Asset Value/EDU and the Water Asset Value/EDU. These ranged from \$12,592/EDU to \$16,032/EDU depending on the alternative chosen to value the assets as shown below.

Major Facility Fee

Asset	Assets Acquisition cost	Additions and Improvements	Adjusted Asset Cost	Accumulated Depreciation	6/30/20 Book Value	2021 Replacement Cost less Depreciation
Total Water Asset Value/EDU	\$ 1,719	\$ 67	\$ 1,786	\$ 674	\$ 1,084	\$ 2,413
Total Sewer Asset Value/EDU	\$ 10,872	\$ 2,334	\$ 13,206	\$ 1,720	\$ 3,814	\$ 13,619
Total Asset Value/EDU	\$ 12,592	\$ 2,401	\$ 14,992	\$ 2,393	\$ 4,898	\$ 16,032

The choice of which alternative to use for the Major Facility Fee is at the discretion of the Town. The differences between them include:

- The Asset Acquisition Cost and the Adjusted Asset Cost recover the initial cost paid for by the current and past utility customers but does not provide any return on their investment in these assets
- The 6/30/2020 Book Value only recovers the current value of the assets (Adjusted Asset Cost less Accumulated Depreciation). This method also does not provide any return on the investments made by the current and past utility customers. In addition, many of the assets are fully depreciated but are still in service. This is because the asset life assigned for accounting purposes is less than the actual service life of the asset. New customers will benefit from these assets without contributing to their cost.
- 2021 Replacement Cost Less Depreciation reflects the current value of the assets and provides a return on the investments made by the current and past utility customers.

The alternative selected by the Town is a policy decision that should balance the interests of current and past utility customers with the Town's vision of future development as the Major Facility Fee is a cost of development for new homes and businesses in the Town.

CITY OF LAKE OF GENEVA



Development Impact Fee Study
January 6, 2022

January 6, 2022

Mr. Dave Nord
City Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Re: Development Impact Fee Study

Dear Mr. Nord:

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to assist the City of Lake Geneva in creating impact fees to support the costs of improvement while protecting current taxpayers. R/M has worked with impact fees for over twenty years. Most recently, our project team has updated the impact fees for the City of Franklin.

Our approach for this project emphasizes effective communication with biweekly updates. Our periodic conference calls for progress reports and feedback ensure to you that we are holding ourselves accountable to both the project budget and schedule.

Our project members, Bridgot Gysbers and I, bring a wealth of accounting and financial knowledge to the project, possessing extensive working experience with both municipalities and utilities. We have crafted impact fees for the City of Franklin, the Village of Slinger, the Village of Eagle, and the City of Cedarburg. We will work closely with City staff to best meet the community's future needs. We will also consult with Greg Calhoun, an R/M engineer, on capital project costs. Greg has experience working with Lake Geneva in his role at his prior firm, experience we will leverage for efficiency and quality.

We look forward to helping you improve and expand upon your public facilities. To further discuss your needs, our proposed scope, or anything else, please reach out to me at emaxwell@ruekert-mielke.com or 262.953.4162.

Sincerely,
RUEKERT & MIELKE, INC.



Edward F. Maxwell, MBA, M. Ed.
Economic Consultant
emaxwell@ruekert-mielke.com



FIRM INFORMATION

OUR ROLE AS YOUR ENGINEER

SERVICES

- Construction Review and Survey
- Water and Wastewater
- Environmental Services
- Municipal Engineering
- Asset Management
- Agriculture
- SCADA
- GIS



Ruekert & Mielke, Inc. is a 100% employee-owned civil engineering firm established in 1946, celebrating its 75th year of service to Wisconsin communities and organizations. R/M’s engineers, environmental specialists, and technology experts work together with clients to provide unparalleled planning, design, and construction management services while focusing on building a more sustainable future. Our offices are within driving distance of our clients and we take pride in the personal attention we can offer since our employees live, work, and play in local communities.



“The most valuable service I get from R/M is personal attention. Our City Engineer lives here. He is a taxpayer with ties to the community. He is one of us, above and beyond the professional qualifications.”

- City of Columbus, WI



Park Impact Fee Study, Franklin, WI

Is your community concerned about looming infrastructure needs, encroaching property tax limits, rising utility rates, or tightening regulations? Are you meeting the high expectations for service quality and reliability?

Ruekert & Mielke, Inc. (R/M) partners with municipalities and companies to find and solve financial challenges. Our extensive knowledge and expert analysis help our clients succeed in spite of increasingly difficult financial constraints.

SERVICES

- Impact fee and Special Assessment Studies
- Transportation Utilities
- Utility Acquisitions and Consolidations
- Wholesale Water and Sanitary Sewer Contracts and Inter-municipal Negotiations
- Water, Sanitary Sewer, and Storm Water Cost of Service and Rate Design
- Expert Witness and Strategy
- Grant Applications and Funding Strategies
- Water Loss Management and Conservation Planning
- Utility Demand and Revenue Forecasting
- Asset Management and Capital Improvement Plans

"With assistance from R/M's financial team, water rate applications to the Public Service Commission have never been easier. R/M's experts have extensive financial knowledge and know how to apply it. R/M's relationships and location in Madison make working with state agencies a breeze. They successfully navigate the bureaucracy in Madison and deliver results."

— City of Racine, WI

City of Racine, WI



Water & Wastewater Rates, Conservation & Water Loss Planning

City of Franklin, WI



Impact Fees & Assessments Studies, Expert Witness

City of Hudson, WI



Consolidation Feasibility Study



We propose to

1. Update existing impact fees for sewer, water, and park facilities.
2. Evaluate the feasibility of imposing impact fees for facilities in other departments.
3. Perform a public needs assessment and impact fee study for each department that the City selects from the feasibility evaluation.

The detail on which tasks will be performed, the cost for each task, and the estimated completion dates for these tasks are listed on the following Level of Effort page for the 3 items above. As mentioned above, we will provide updates every two weeks at a minimum. The departments/areas that are eligible for impact fees according to state statutes beyond the sewer utility, water utility, and parks are as follows:

1. Public works facilities (includes highways as defined by WI statutes 240.01 (22), other transportation facilities, solid waste and recycling facilities, and traffic control devices)
2. Storm water facilities
3. Fire protection/emergency medical services facilities
4. Law enforcement facilities
5. Library facilities

Our project scope and timeline assume that the appropriate experts within the City will cooperate with us to provide timely responses to our data inquiries. Any incomplete or delayed data could result in delays to the project; if that seems likely, we will inform you immediately.

Items not included in the scope of this project are as follows:

- An independent evaluation or physical inventory of the facilities.
- Attendance at any meetings not mentioned explicitly in the scope.
- Development of capital improvement plans.



SERVICES

- Impact Fee Studies
- Recommendations
- Fee Updates

PROJECT TEAM

- Ed Maxwell, MBA
- Bridgot Gysbers

IMPACT FEE STUDY AND UPDATES

R/M prepared several impact fee studies and updates from 2002 through 2015. In 2020, R/M provided another impact study that developed and recommended impact fees to comply with the standards in Wisconsin Statutes s. 66.0617(6).

The sections for parks, transportation, law enforcement, the library, and the fire department and emergency medical services each contains an inventory of existing facilities, a list of planned projects, the service standards, existing deficiencies, and the calculations of the impact fee. The conclusion of the report recommended the City revise impact fees due to the potential for growth in the near future.

The City adopted the recommended fees, along with the recommended discount for low-income housing. R/M is currently working on an update to the water, sewer, and transportation fees.

CLIENT CONTACTS

Peggy Steeno, CPA, MBA

Director of Administration

414.427.7504

psteeno@franklinwi.gov

VILLAGE OF SLINGER, WI



SERVICES

- Impact Fee Studies
- Recommendations
- Fee Updates

PROJECT TEAM

- Ed Maxwell, MBA
- Bridgot Gysbers

IMPACT FEE STUDY AND UPDATES

The Village of Slinger hoped to update impact fees to support the costs of improvement while still protecting the current taxpayers. R/M emphasized effective communication with weekly updates, periodic conference calls with progress reports, and feedback to ensure that economic consultants held themselves accountable to both project budget and schedule.

By coordinating timely responses with Village experts to identify facility needs, incomplete or delayed data was avoided. The Village was provided with a finalized study that explained the existing facilities, projected needs, and offered recommendations for fees in detail. R/M presented the report to the Village Board, who adopted the new fees.

CLIENT CONTACTS

Margaret Wilber
Village Administrator
262.644.5265
mwilber@vi.slinger.wi.gov

VILLAGE OF EAGLE, WI



SERVICES

- Impact Fee Studies
- Recommendations
- Fee Updates

PROJECT TEAM

- Ed Maxwell, MBA
- Bridgot Gysbers

POLICE AND LIBRARY IMPACT FEE UPDATES

The Village of Eagle looked to update its police and library impact fees to help support costs of improvements. Experts from both the library and police departments collaborated with R/M staff to identify facility needs.

Our economic consultants provided the Village with a report explaining our recommendations in detail, drafted an ordinance with those changes, and attended a board meeting to explain changes to the residents affected. The Village adopted the proposed fees.

CLIENT CONTACTS

Richard Spurrell

Village President

262.544.4811

spurrell@eagle-wi.gov



SERVICES

- Impact Fee Studies
- Recommendations
- Fee Updates

PROJECT TEAM

- Ed Maxwell, MBA
- Bridgot Gysbers

IMPACT FEE UPDATES

Since the City had not updated its impact fee study for its water supply facilities since 2006, the City hired R/M to do a complete revision of the water impact fees. Working with water utility staff and using the water system master plan, R/M identified the areas of greatest future growth and developed a forecast.

With that forecast and the service standards, R/M determined what number of new projects could be attributed to new growth and calculated new impact fees accordingly. The City adopted those fees in 2021.

CLIENT CONTACTS

David Lythjohan

General Manager of
Cedarburg Light and Water
Utility

262.375.7650

dlythjohan@
cedarburglightandwater.org



TEAM MEMBERS



ED MAXWELL, M.B.A., M.ED.

Economic Consultant
Project Manager
Madison Office

Ed earned his MBA in finance and investment banking from the Wisconsin School of Business. Before joining R/M, he worked in private-sector finance, analyzing capital investments, forecasting expenses and revenue, and crafting department budgets. At R/M, he has created impact fee studies, financial improvement plans, transportation utility fees, cash-flow forecasts, and rate studies for utilities throughout the state.



BRIDGOT GYSBERS

Economic Consultant
Team Member
Madison Office

Bridgot has 16 years of experience in utility rate-making in energy, gas, water and sewer utilities, including involvement with the most complex investor-owned rate cases. At R/M, Bridgot has worked on various municipal projects including impact fee studies, special assessments, transportation utilities, GASB 34 reporting requirements, various regulatory filing assistance, amongst others. Bridgot continues to use her background, along with recent project experience at R/M, to find financial and management solutions for municipalities.

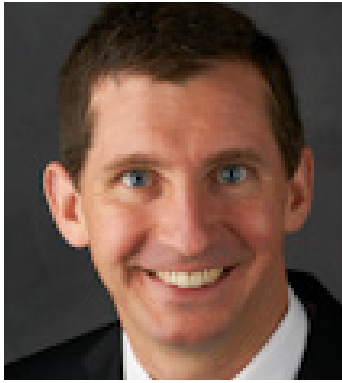


GREG CALHOUN, P.E.

Vice President/Engineer
Principal-in-Charge
Waukesha Office

Greg is a project manager and engineer with nine years of engineering experience in both the private and public sectors. He specializes in municipal engineering and has worked on dozens of roadways and infrastructure improvement projects for a variety of municipalities. Greg is also adept at stormwater management design and permitting and is well-versed in the requirements of various regulatory agencies such as WDNR and WisDOT.

Ed's, Bridgot's, and Greg's resumes are provided on the following pages.



EDWARD F. MAXWELL

ECONOMIC CONSULTANT

Before joining R/M, he worked in private-sector finance, analyzing capital investments, forecasting expenses and revenue, and crafting department budgets. At R/M, he creates financial solutions for all clients, from municipalities to corporate businesses.

CONTACT

608.819.2600
emaxwell@ruekert-mielke.com
Madison

EDUCATION

- Bachelor of Arts in English - Lawrence University, Appleton
- Master of Business Administration - Finance & Investment Banking - Wisconsin School of Business, Madison



» MBA «
**Finance & Investment
Banking**

EXPERIENCE

Water Cost of Service, Rate Design, & Public Fire Protection Charges

Edward has created cost of service analysis and performed rate design for water utilities throughout Wisconsin. He has guided utilities through the process of submitting the applications with the Public Service Commission all the way to implementing the approved rates. He has assisted utilities such as the City of Racine Water Utility in changing their method of recovering costs for public fire protection to allow municipalities flexibility to meet their needs and to ensure utilities gain revenue that suffices to cover their expenses while complying with all relevant regulations.

Stormwater Cost of Service and Rate Design

Edward has analyzed cost of service and designed rates for stormwater utilities across the state, including communities such as the City of Fitchburg and the Village of Fox Point. Partnering with municipal employees and other stakeholders, he creates cogent narratives that explain these rate designs in an accessible manner. He has presented to finance committees, committees of the whole, and city councils to advance the proposed rate structures.

Wastewater Cost of Service & Rate Design

Edward has analyzed cost of service and designed rates for utilities for communities ranging from the Village of Thiensville, Wisconsin, to the City of Erie, Pennsylvania. For Erie's sanitary sewer utility, Edward forecasted the cash flow and the rate increases needed to fund the increased debt service from all the infrastructure upgrades required in the next ten years.

Utility Financial Best Practices Review

Edward has provided comprehensive reviews of stormwater utility financial best practices. Interviewing numerous utilities throughout the state and researching industry best practices, Edward has provided key insights to clients so that they can optimize their financial practices. Most recently, he offered counsel to the City of Watertown, focusing on improving their credit policy and approach to capital expenditures.

Reserve Capacity Assessment Studies

Edward has conducted Reserve Capacity Assessment studies and offered recommendations for fee schedules. Based on the study he performed for the City of Hartford sanitary sewer utility, Edward proposed several alternatives that would ensure Hartford sewer's capital expenditures for new development would be fully funded, and he provided a detailed list of advantages and disadvantages that informed decision makers.



EDWARD F. MAXWELL

ECONOMIC CONSULTANT



Impact Fee Studies

Edward has created impact fee studies for utilities and municipalities. By partnering with utility and municipal staff to assess capital needs, Edward has developed impact fees to meet the demands placed on communities from new growth. Edward has drafted ordinances to codify the fees and ensure compliance with state statutory changes. These ordinances have been adopted by municipal clients as part of approving the new impact fees. Additionally, he has spoken at public hearings and before governing bodies to explain the fees in detail.

Presentations

Edward has presented actionable recommendations to executives at numerous corporations. He presented a comprehensive real-estate portfolio strategy regarding store locations in and near malls to Starbucks. He recommended specific courses of action to American Family Insurance regarding potential venture-capital investments. Edward presented multi-million-dollar manufacturing cost-saving measures for manufacturing at both Kimberly-Clark and Springs Window Fashions.

Stormwater Credit Application Reviews

Edward has reviewed stormwater credit applications on behalf of clients such as the City of Greenfield. The applications come from developers who had installed stormwater management features in hopes of earning credit. Edward has evaluated the applications and offered detailed feedback explaining the municipality's decision to the developers, including analysis and references to the credit policy.

Ordinance Revisions

Edward has revised ordinances for municipalities to ensure compliance with law changes and to reflect best practices. For the Village of Fox Point, he revised the storm water ordinances so that Fox Point was complying with NR 151 and had language that encouraged green infrastructure.

Valuation

Edward has valued utilities, companies, projects, and startups using several valuation methods, including discounted cash flow analysis. These valuations have informed negotiations so that clients can make smart financial decisions.

Expense Evaluation

Edward has analyzed expenses at several large corporations. At Lands' End, he performed ROI analysis on marketing vendor contracts to determine the most fiscally advantageous supplier. Edward also analyzed channel spend by geographic region to help management decide where to concentrate its marketing spend.

Capital Projects Evaluation

Edward has analyzed numerous capital projects, including equipment to revamp the largest product line at Springs Window Fashions. Using the capital asset pricing model, he determined the rate of return on these investments.

Forecasting

Edward has forecasted demand and expenses. Analyzing trends, he has forecasted demand for several products nationwide. He has forecasted expenses for departments at several corporations on line items including obsolescence, marketing, and selling.



BRIDGOT A. GYSBERS

ECONOMIC CONSULTANT

Bridgot joined Ruekert & Mielke, Inc. (R/M) in 2020 as a Economic Consultant. She has 16 years of experience which includes both municipal and investor-owned utility regulation in energy, gas, water, and sewer utilities. Bridgot has developed the revenue requirement for the majority of water rate cases that are regulated in Wisconsin along with a few where she analyzed the cost of service and designed rates. She was the lead auditor for several of the most complex investor-owned rate cases involving electric, gas, and water utilities. She comes to R/M with a wide range of experience in utility regulation. At R/M, she continues to use her background to find financial and management solutions for public utilities.

CONTACT

608.819.2600
bgysbers@ruekert-mielke.com
Madison

EDUCATION

- Bachelor of Science, Business Administration, Accounting - Marian University, Fond du Lac, WI
- National Association of Regulatory Utility Commissioners (NARUC) Rate School, West Coast
- Wisconsin Public Utility Institute, Energy Utility Basics, Madison, WI

16+

» years «
experience

EXPERIENCE

Water Rate Case Applications

An application must be filed with the PSCW before a public utility can raise its rates. Bridgot managed the water rate case application request program. She sent out water rate case application requests and responded to application inquiries. In coordination with Information Technology at the PSCW, she made programming adjustments to the water rate case application on an as needed basis. This added additional efficiencies in the water rate case application process.

Initial Screening of Water Rate Case Applications

PSCW has an initial screening process for water rate case applications. This mechanism was implemented to ensure "clean" PSCW water rate case application filings from utilities which in turn expedites the rate case process. Bridgot has performed the initial screenings of these water rate case applications on an as needed basis.

Water and Electric Municipal Revenue Requirement

Bridgot has 16 years of experience in developing the revenue requirement for both municipal water and electric utilities in Wisconsin. Bridgot has been involved in some of the most highly complex municipal water revenue requirements, which included Milwaukee, Madison, and Waukesha. Each of these were disputed cases which appeared before the Public Service Commission of Wisconsin (PSCW) for Final Decision. In her role as Commission staff witness, her focus was on the revenue requirement, where she prepared testimony, drafted briefing memorandums, briefed Commissioners on issues in the case, and was involved in the preparation of the Final Order and Decision.

Investor-Owned Utilities Revenue Requirement

Bridgot developed the revenue requirement for the most highly complex investor-owned utilities in Wisconsin, which included Madison Gas and Electric Company (MG&E) and Northern States Power Company (NSP). She also reviewed water revenues and electric net investment rate base for several Superior Water, Light and Power Company (SWLP) rate cases. Each of these investor-owned utility cases was disputed and appeared before the PSCW for Final Decision. In her role as lead auditor, her focus was on the revenue requirement where she also developed the audit program, coordinated audit with Commission staff, summarized findings and conclusions,



BRIDGOT A. GYSBERS

ECONOMIC CONSULTANT

EXPERIENCE (CONT.)

and communicated those findings with the Company and Commission staff. In addition, as Commission staff witness, she also prepared the notice of proceeding, testimony, briefing memorandum, decision matrix, and Order and Final Decision.

Water, Electric, and Gas PSCW Commission Staff Expert Witness

Bridgot served as PSCW Commission staff expert witness in several disputed rate proceedings which included Milwaukee, Madison, and Waukesha along with Madison Gas and Electric Company (MG&E), Northern States Power Company (NSP), and Superior Water, Light and Power Company (SWLP). She filed testimony which focused on the revenue requirement. The revenue requirement included a review of net investment rate base, revenues, and expenses. For each of these areas she reviewed the reasonableness of the utility projections for the test year.

Impact Fees and Alternative Funding Mechanisms

The water rate application at the PSCW identifies those municipalities that have adopted and have implemented impact fees and other capital recovery mechanisms. In 2018, Bridgot developed a process at the PSCW for the review of impact fees to provide accounting guidance on the disclosure of those assets funded by impact fees for water rate case applications and PSCW annual reports.

Sewer Revenue Requirement

Bridgot developed the sewer revenue requirement for Plymouth Utilities prior to de-regulation which occurred in 2014. Sewer rate case filings are more infrequent, as there are only 3 sewer utilities that remain regulated with the PSCW.

Water Cost of Service Study and Rate Design

Bridgot has analyzed the cost of service and designed rates in several water municipalities in Wisconsin, which included facilitating discussions to explain the need for rate changes and impact it will have on customers.

Water Simplified Rate Case Filings

The simple rate case mechanism is to allow municipal water and sewer utilities to receive an inflationary level of rate increase with minimal effort and no rate hearing requirement. Bridgot reviewed and analyzed

approximately 40 simplified water rate increases annually. She also presented to various groups in the industry on this simple rate case mechanism and provided support on an as needed basis.

Electric and Gas Investor-Owned and Municipal Affiliated Interest Agreements

Bridgot was the lead auditor who managed and processed the majority of the electric and gas affiliated interest and/or intermunicipal agreements that were filed with the Public Service Commission (PSCW) from 2014 through 2017. In her role, she prepared the Notice of Investigation (NOI), analyzed the terms of the agreement along with other expert PSCW Commission staff and prepared Commission memo and Order and Final Decision. The majority of the agreements that she reviewed were filed by either WEC Energy Group (WEC) and Wisconsin Power and Light (WP&L) of varying complexities.

Investor-Owned Holding Company Audit

Bridgot was the lead auditor that managed the holding company program at the PSCW from 2014 through 2017. The holding companies that she audited included Alliant Energy Corporation and Madison Gas and Electric Company. For each of these audits, Bridgot developed the audit program, summarized findings and conclusions, communicated findings with Company personnel, and finalized PSCW Commission staff findings in a letter to the Company.

Draft Reports to the Legislature on Wisconsin Investor-Owned Utilities

Wis. Stats. § 196.795(7)(ar) and Wis. Stats. § 13.171(2) require that the PSCW submit to the Legislature a report that summarizes the impact that each holding company system has on our Wisconsin utilities. This report is due and filed with the Legislature every 2 years. Bridgot prepared the report in coordination with the feedback received from our Wisconsin utilities. She also presented the report to the PSCW and finalized the version of the report that was sent to the Legislature.

Water Utility and Investor-Owned Utility Acquisitions

Bridgot was involved in the acquisition of Integrys by Wisconsin Energy Corporation to form WEC Energy Group in 2014. In her role as PSCW Commission staff, she was involved in the development of the data requests along with developing an issues list for the Commission.



BRIDGOT A. GYSBERS

ECONOMIC CONSULTANT



EXPERIENCE (CONT.)

PSCW WEGS and IOUS Annual Reporting Program

Pursuant to Wis. Stats. § 196.07, every utility shall file with the PSCW an annual report that is due on or before April 1 annually. Bridgot oversaw this program for approximately 12 years. She responded to utility accounting and PSCW program-related inquiries. In addition, she was involved in the annual report review process along with ensuring utilities file timely annual reports with the PSCW.

Regulatory Accounting Changes

PSCW receives inquiries on changes to generally accepted accounting principles (GAAP) and the impact that has had on PSCW utility accounting. Bridgot has responded to these utility inquiries by providing the proper accounting treatment from the PSCW perspective.

PSCW Uniform System of Accounts and Utility Reference Manual Update

The PSCW has established an accounting framework for utilities to use in reporting financial information. The accounting framework that is used for municipal and investor-owned utilities is the Uniform System of Accounts. In addition, the Water Utility Reference Manual is also used by water and sewer utilities as a supplement to the Uniform System of Accounts. Bridgot oversaw and provided accounting input that led to various updates of both the Uniform System of Accounts and Utility Reference Manual.

Municipal Clerk and Treasurer Institute. Some of the topics covered include PSC annual reports, rate case process, varying topics as part of the revenue requirement, funding mechanisms, construction authorization and continuing property records, conservation and record retention.

- Attended the National Association of Regulatory Utility Commissioners (NARUC) Subcommittee on Accounting and Finance in 2015. Bridgot provided feedback from Wisconsin to this committee on a per request basis.
- Presented at American Water Works Association annual conference in 2013 on the re-design of a compliance program that was being developed in Wisconsin. At this conference, Bridgot also was part of a panel discussion with others to discuss small systems and funding mechanisms available to water utilities.

SELECTED PUBLICATIONS

- Served as a member of American Water Works Association (AWWA) and Wisconsin American Water Works Association (WIAWWA). Bridgot has been involved with the IT & Security Committee, Small Systems Committee, and Finance Committee of WIAWWA.
- Contributions made to Wisconsin American Water Works Association and Wisconsin Rural Water Association newsletters on an as needed basis.
- Presented and participated in panel discussion to various groups, which includes American Water Works Association, Wisconsin American Water Works Association, Wisconsin Rural Water Association, League of Wisconsin Municipalities, Municipal Electric Utilities of Wisconsin, and



GREGORY R. CALHOUN, P.E.

PROJECT MANAGER

Greg is a project manager and engineer with nine years of engineering experience in both the private and public sectors. He specializes in municipal engineering, and has worked on dozens of roadway and infrastructure improvement projects for a variety of municipalities. Greg is also adept at stormwater management design and permitting, and is well-versed in the requirements of various regulatory agencies such as WDNR and WisDOT. His strong work ethic and communication skills will make him a valuable part of any engineering project.

CONTACT

262.953.3038
gcalhoun@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science,
Civil Engineering
- Marquette University

REGISTRATIONS & AFFILIATIONS

- Professional Engineer - WI

9+
» years «
experience

EXPERIENCE

City Engineer

City of Elkhorn, WI

As Elkhorn's City Engineer from 2017-2020, responsibilities included plan and construction documentation review, private development review, roadway improvement projects, utility projects, storm water management and regional storm water planning, completing bi-annual road ratings, estimating costs and planning for future Capital Improvement Projects, and consulting for all engineering related matters. Other responsibilities included attending Council and Committee meetings, coordinating with officials and departments, and communicating with the public.

Annual Street Improvement Program

City of Elkhorn, WI

Project manager responsible for the planning and design of Elkhorn's annual street improvement program. Each program included the selection of various streets to be improved within the City, specification of the best treatment type for each roadway, and completion of design, plans, and bidding documents.

Road Reconstruction Design & Construction Management

- City of Pewaukee
- City of Elkhorn
- City of Burlington
- City of Lake Geneva
- Village of Darien
- Village of Waterford

WPDES MS4 Permitting

- City of Elkhorn
- City of Greenfield

Joseph Road Reconstruction Project

City of Pewaukee

Project engineer responsible for the management, planning, and design of roadway, utility, and stormwater improvements on Joseph Road. The roadway was reconstructed and widened to address existing deficiencies and construct new water main, sanitary sewer, and storm sewer. The project also included jacking and boring water main underneath railroad tracks, and significant coordination with WDNR.

Kendall Street Reconstruction Project

City of Burlington

Project engineer responsible for design and bidding of the reconstruction of a 0.5-mile roadway section in a residential portion of Burlington, WI. The project also included watermain, sanitary sewer, and storm sewer replacement, as well as the design and replacement of all curb ramps and private driveways on the street. Permit coordination with the WDNR was also a requirement.

ESTIMATED FEE

We offer to complete the proposed scope for a price **not to exceed \$32,222**; this will include reimbursable expenses. Detail on each component of the scope and price is included in the Level of Effort page.

- Updating existing impact fees will cost \$14,626
- Conducting a feasibility analysis for other areas will cost \$6,246
- Developing impact fees for each of the 5 areas will cost \$2,270 (or a total of \$11,350 for all 5 areas)

We will perform this work according to the attached Ruekert & Mielke, Inc. Standard Terms and Conditions (Non-Engineering Services).

Upon written request from the City, we would be happy to perform work beyond the scope laid out for our standard hourly rates in effect when the work is performed.

LEVEL OF EFFORT

Level of Effort for City of Lake Geneva - Impact Fee Study

TASK DESCRIPTION	EMPLOYEE HOURS BY CLASSIFICATION				REIMBURSABLE COSTS / EXPENSES	Estimated Completion Date (assumes approval by mid February)	TOTAL TASK COST
	Greg Calhoun	Ed Maxwell	Bridgot Gysbers	Nicki Hippo			
	Project Advisor	Project Manager	Economic Consultant 2	AA			
	\$172	\$160	\$150	\$80			
Update existing impact fees							
Write and send initial data request after reviewing relevant documents		4				Mid February	\$640
Lead kickoff meeting in person		6	2		\$50	Late February	\$1,310
Gather information from City staff and online resources to create inventory of all existing relevant facilities for the 3 departments		5	1			31-Mar	\$950
Work with City staff to identify needed capital projects and their costs for the 3 departments	3	9				30-Apr	\$1,956
Determine or create appropriate growth forecast for next 20 years, separated into relevant categories		6				30-Apr	\$960
Define and apply the City's preferred service standards & growth forecast to the existing inventory and the needed capital projects for the 3 departments		9				31-May	\$1,440
Update the impact fees to reflect current and future needs, including debt payments on projects for future growth and current fund balances		6				9-Jun	\$960
Write a study that explains the existing facilities, the projected needs, the standards, the impact fee calculations, and the recommendations in detail for the 3 departments with existing impact fees. This study will include the housing affordability evaluation required by state statute.		15	2	2		29-Jul	\$2,860
Provide a draft ordinance with needed statutory updates in conjunction with the City attorney		6	2			30-Apr	\$1,260
Present the impact fee study for existing and new fees at one meeting of the City's choosing (includes time to create PowerPoint presentation)		10				31-Aug	\$1,600
Attend public hearing for existing and new fees		4			\$50	14-Oct	\$690
Subtotal	3	80	7	2	\$100		\$14,626
Develop feasibility analysis for impact fees for the 5 other eligible areas							
Write and send initial data request		2				Mid February	\$320
Talk with each of the department heads via videoconference to discuss future capital needs and how much of the need is due to new growth	4	4				15-Mar	\$1,328
Correspond with City staff after initial conversations to identify specific needed capital projects and their costs for the 5 areas under consideration	4	10				15-Apr	\$2,288
Write memo to City Council explaining which areas should have impact fees and why		8	2	0.5		30-Apr	\$1,620
Present memo to City Council and answer questions		4			\$50	31-May	\$690
Subtotal	8	28	2	0.5	\$50		\$6,246
Develop impact fees for 1 to 5 of the other eligible areas (fees listed below per area)							
Work with City staff to develop suitable service standards required by state statute		2				30-Jun	\$320
Gather information from City staff and online resources to create inventory of all existing relevant facilities for area in question		2				30-Jun	\$320
Apply service standard to existing facilities and future projects, along with future growth forecast, to determine impact fee		3				8-Jul	\$480
Add to study to delineate for each of the new impact fees the following: existing facilities, the projected needs, the standards, the impact fee calculations, and the recommendations. This will include the housing affordability evaluation required by state statute.		6	1	0.5		29-Jul	\$1,150
Subtotal per Eligible Area	0	13	1	0.5	\$0		\$2,270
Subtotal for All 5 Eligible Areas	0	65	5	2.5	\$0		\$11,350
ESTIMATED TOTAL HOURS (INCLUDES IMPACT FEES DEVELOPED FOR ALL 5 AREAS)	11	173	14	5	\$150		\$32,222

STANDARD TERMS & CONDITIONS

Ruekert & Mielke, Inc. Standard Terms and Conditions (Non-Engineering Services)

Effective March 7, 2014

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

F. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

L. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

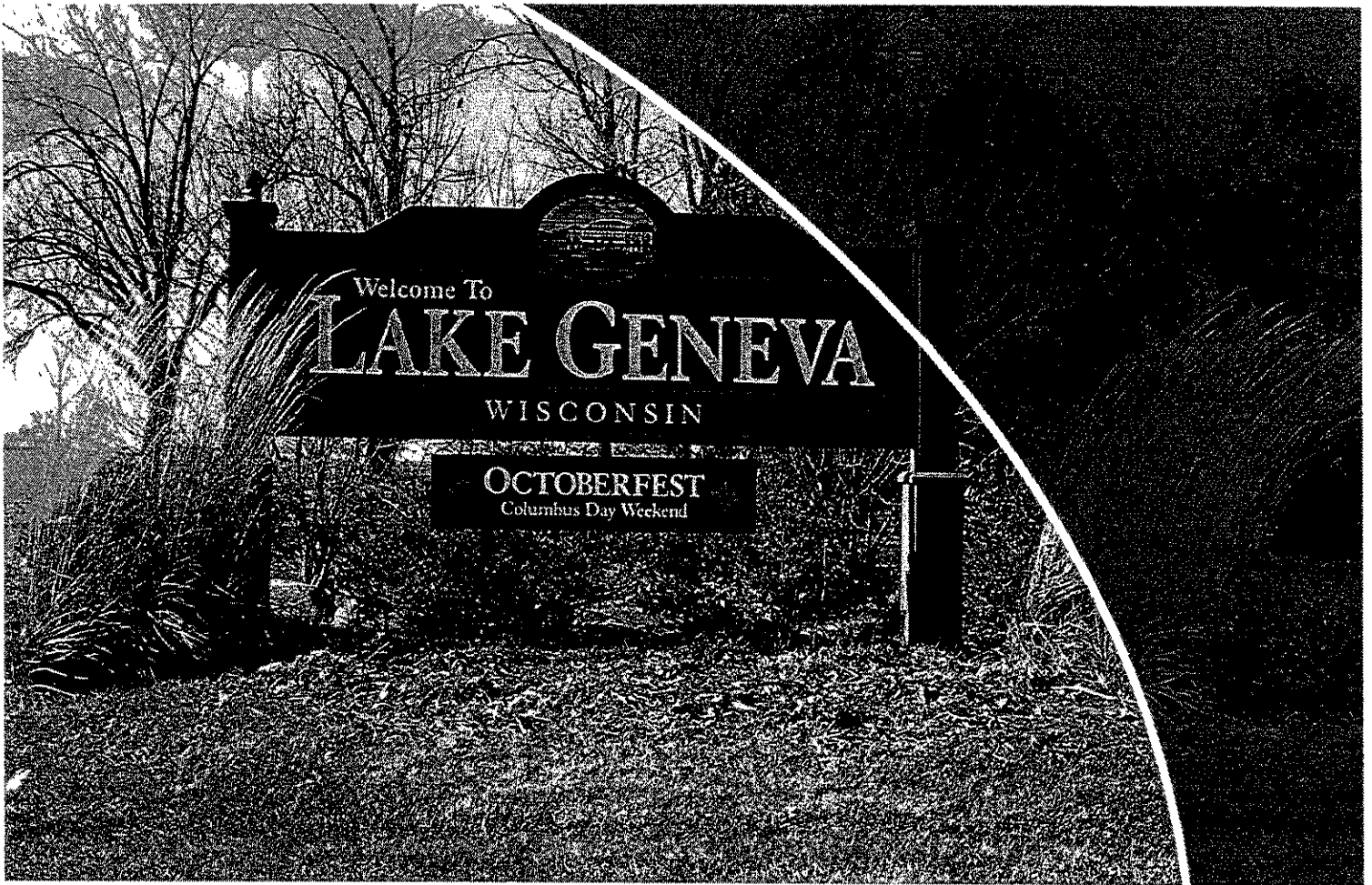
Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

CITY OF LAKE OF GENEVA



Development Impact Fee Study
January 6, 2022

January 6, 2022

Mr. Dave Nord
City Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Re: Development Impact Fee Study

Dear Mr. Nord:

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to assist the City of Lake Geneva in creating impact fees to support the costs of improvement while protecting current taxpayers. R/M has worked with impact fees for over twenty years. Most recently, our project team has updated the impact fees for the City of Franklin.

Our approach for this project emphasizes effective communication with biweekly updates. Our periodic conference calls for progress reports and feedback ensure to you that we are holding ourselves accountable to both the project budget and schedule.

Our project members, Bridgot Gysbers and I, bring a wealth of accounting and financial knowledge to the project, possessing extensive working experience with both municipalities and utilities. We have crafted impact fees for the City of Franklin, the Village of Slinger, the Village of Eagle, and the City of Cedarburg. We will work closely with City staff to best meet the community's future needs. We will also consult with Greg Calhoun, an R/M engineer, on capital project costs. Greg has experience working with Lake Geneva in his role at his prior firm, experience we will leverage for efficiency and quality.

We look forward to helping you improve and expand upon your public facilities. To further discuss your needs, our proposed scope, or anything else, please reach out to me at emaxwell@ruekert-mielke.com or 262.953.4162.

Sincerely,
RUEKERT & MIELKE, INC.



Edward F. Maxwell, MBA, M. Ed.
Economic Consultant
emaxwell@ruekert-mielke.com

Your Infrastructure Ally

ruekertmielke.com

A. Standards of Performance

The standard of care for all professional services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Description of Professional Services.

Professional Services to be performed under this agreement are described and set forth in the attached Exhibit 1. Payments shall be made 30 days after receipt of Engineer's invoice as set forth above. Invoices shall be based upon the amount of time spent on the services performed hereunder and in proportion to the overall project as set forth in the Level of Effort for City of Lake Geneva – Impact Fee Study in Exhibit 1. Time for performance of services is also set forth in the Level of Effort for City of Lake Geneva – Impact Fee Study in Exhibit 1 subject to the conditions noted therein.

E. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; Engineer understands that all documents prepared or furnished by Engineer to Owner may be deemed "public documents," subject to open records law pursuant to Secs.19.31-19.39, Wis. Stats. and subject to disclosure to members of the public.

F. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

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J. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

K. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

L. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

M. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

N. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

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

CITY OF LAKE GENEVA

Dated: _____

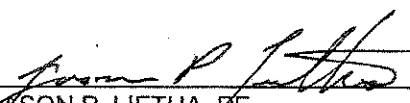
By: _____
CHARLENE KLEIN, Mayor

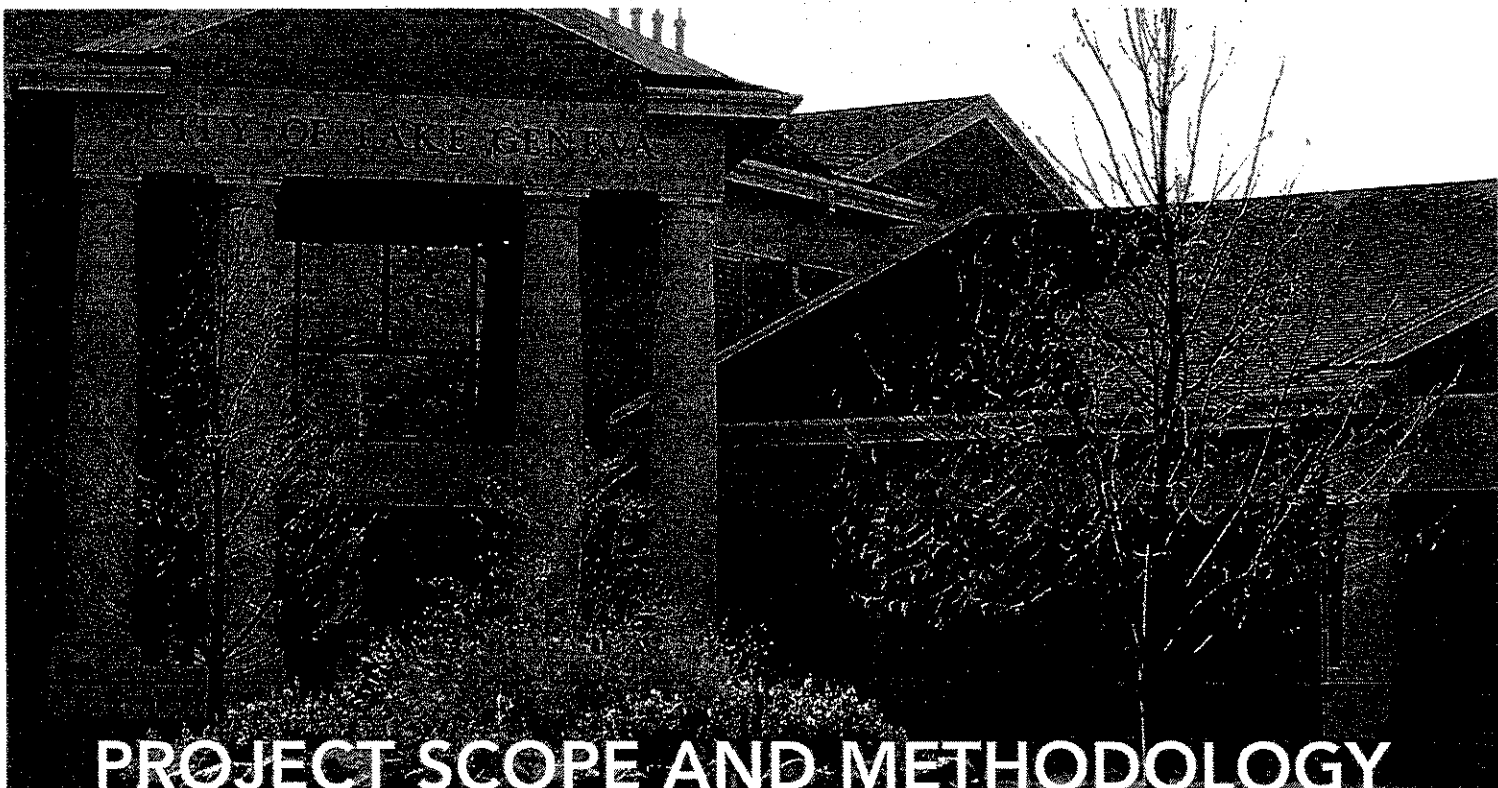
Attest:

LANA KROPF, City Clerk

RUEKERT & MIELKE, INC.

Dated: 3/30/2022

By: 
JASON P. LIETHA, PE
Vice-President



PROJECT SCOPE AND METHODOLOGY

We propose to

1. Update existing impact fees for sewer, water, and park facilities.
2. Evaluate the feasibility of imposing impact fees for facilities in other departments.
3. Perform a public needs assessment and impact fee study for each department that the City selects from the feasibility evaluation.

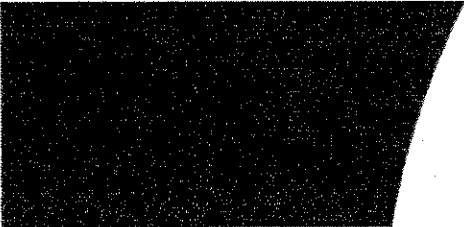
The detail on which tasks will be performed, the cost for each task, and the estimated completion dates for these tasks are listed on the following Level of Effort page for the 3 items above. As mentioned above, we will provide updates every two weeks at a minimum. The departments/areas that are eligible for impact fees according to state statutes beyond the sewer utility, water utility, and parks are as follows:

1. Public works facilities (includes highways as defined by WI statutes 240.01 (22), other transportation facilities, solid waste and recycling facilities, and traffic control devices)
2. Storm water facilities
3. Fire protection/emergency medical services facilities
4. Law enforcement facilities
5. Library facilities

Our project scope and timeline assume that the appropriate experts within the City will cooperate with us to provide timely responses to our data inquiries. Any incomplete or delayed data could result in delays to the project; if that seems likely, we will inform you immediately.

Items not included in the scope of this project are as follows:

- An independent evaluation or physical inventory of the facilities.
- Attendance at any meetings not mentioned explicitly in the scope.
- Development of capital improvement plans.



ESTIMATED FEE

We offer to complete the proposed scope for a price **not to exceed \$32,222**; this will include reimbursable expenses. Detail on each component of the scope and price is included in the Level of Effort page.

- Updating existing impact fees will cost \$14,626
- Conducting a feasibility analysis for other areas will cost \$6,246
- Developing impact fees for each of the 5 areas will cost \$2,270 (or a total of \$11,350 for all 5 areas)

We will perform this work according to the attached Ruekert & Mielke, Inc. Standard Terms and Conditions (Non-Engineering Services).

Upon written request from the City, we would be happy to perform work beyond the scope laid out for our standard hourly rates in effect when the work is performed.

Level of Effort for City of Lake Geneva - Impact Fee Study

TASK DESCRIPTION	EMPLOYEE HOURS BY CLASSIFICATION					REIMBURSABLE COSTS / EXPENSES	Estimated Completion Date (assumes approval by mid April) *	TOTAL TASK COST
	Greg Calhoun	Ed Maxwell	Bridget Eyoburs	Nick Hippo	AA			
Update existing impact fees								
Write and send initial data request after reviewing relevant documents								
Lead Kickoff meeting in person		4					Mid April	\$640
Gather information from City staff and online resources to create inventory of all existing relevant facilities for the 3 departments		6	2			\$50	End of April	\$1,310
Work with City staff to identify needed capital projects and their costs for the 3 departments		5	1				31-May	\$950
Determine or create appropriate growth forecast for next 20 years, separated into relevant categories	3	9					30-Jun	\$1,956
Define and apply the City's preferred service standards & growth forecast to the existing inventory and the needed capital projects for the 3 departments		6					30-Jun	\$960
Update the impact fees to reflect current and future needs, including debt payments on projects for future growth and current fund balances		9					30-Jul	\$1,410
Write a study that explains the existing facilities, the projected needs, the standards, the impact fee calculations, and the recommendations in detail for the 3 departments with existing impact fees. This study will include the housing affordability evaluation required by state statute.		6					12-Aug	\$960
Provide a draft ordinance with needed statutory updates in conjunction with the City attorney		15	2		2		30-Sep	\$2,860
Present the impact fee study for existing and new fees at one meeting of the City's choosing (includes time to create PowerPoint presentation)		6	2				30-Jun	\$1,260
Attend public hearing for existing and new fees		10					31-Oct	\$1,600
Subtotal	3	4	7		2	\$50	14-Dec	\$690
		80				\$100		\$14,626
Develop feasibility analysis for impact fees for the 5 other eligible areas								
Write and send initial data request		2					Mid April	\$320
Talk with each of the department heads via teleconference to discuss future capital needs and how much of the need is due to new growth	4	4					15-May	\$1,328
Correspond with City staff after initial conversations to identify specific needed capital projects and their costs for the 5 areas under consideration	4	10					15-Jun	\$2,288
Write memo to City Council explaining which areas should have impact fees and why		8	2		0.5		30-Jun	\$1,620
Present memo to City Council and answer questions		4				\$50	30-Jul	\$690
Subtotal	8	28	2		0.5	\$50		\$6,246
Develop impact fees for 1 to 5 of the other eligible areas (fees listed below per area)								
Work with City staff to develop suitable service standards required by state statute		2					31-Aug	\$320
Gather information from City staff and online resources to create inventory of all existing relevant facilities for area in question		2					30-Aug	\$320
Apply service standard to existing facilities and future projects, along with future growth forecast to determine impact fee		3					9-Sep	\$480
Add to study to delineate for each of the new impact fees the following: existing facilities, the projected needs, the standards, the impact fee calculations, and the recommendations. This will include the housing affordability evaluation required by state statute.		6	1		0.5		30-Sep	\$1,150
Subtotal per Eligible Area	0	13	1		0.5	\$0		\$2,270
Subtotal for All 5 Eligible Areas	0	65	5		2.5	\$0		\$11,350
ESTIMATED TOTAL HOURS (INCLUDES IMPACT FEES DEVELOPED FOR ALL 5 AREAS)	11	473	14	5		\$150		\$32,222

* Timing contingent upon factors such as receiving timely, complete, accurate information from City staff and their prompt review of draft documents