



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 26, 2021 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

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. IN-PERSON ATTENDANCE WILL BE LIMITED TO NO MORE THAN THIRTEEN PEOPLE, ON A FIRST COME FIRST SERVED BASIS. 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
4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 5:00 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

PRELIMINARY AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Hedlund
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 April 12, 2021 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on April 20, 2021.* Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

- a. Tier I Event Permit Application filed by the Downtown Business Improvement District for the event of Lake Geneva Wine Walk to take place on May 23, 2021 located on various streets of Lake Geneva and businesses
- b. Tier I Event Permit Application filed by J3 Events, Inc for the event of Wine Run 5K to take place on June 6, 2021 from 9:00 a.m. to Noon
- c. Tier I Event Permit Application filed by Holy Communion Church for the event of Farmer's Market to take place every Thursday from May 6, 2021 through October 28, 2021 from 8:00 a.m. through 1:00 p.m. located at Holy Communion Church- Broad Street and Geneva Street (*Finance, Licensing, and Regulation Committee approved with applicant paying \$3,120 in parking fees*)
- d. Temporary Class "B"/ "Class B" Retailer's License filed by Never Say Never Playground for the event of the Lake Geneva Wine Walk to take place on May 23, 2021 from 1:00 p.m. to 4:00 p.m. located in various downtown Lake Geneva businesses
- e. Acceptance of an Arbor Day sponsorship from American Transmission Company in an amount of \$250.00

10. Items removed from the Consent Agenda

- 11. Discussion/Action regarding release/satisfaction of that certain mortgage and development agreement against real property at 323 Broad Street
- 12. Discussion/Action regarding Change Order #7 for the Riviera Restoration Project Phase II and contingency summary

13. Recommendation of the Finance, Licensing, and Regulation Committee of April 7, 2021 and April 20, 2021- Ald. Howell

- a. Discussion/Action regarding an Original "Class A" Intoxicating Liquor license and Class "A" Fermented Malt Beverage license application filed by Wisconsinbly Holdings LLC d/b/a Drink Wisconsinbly, 223 Cook St, John Casanova, Agent
- b. Discussion/Action regarding an Original "Class A" Intoxicating Liquor license and Class "A" Fermented Malt Beverage license application filed by Spirited MB LLC d/b/a Parley Cigars, Spirits & Craft Beer, 830 W Main St, Ste E, Meribeth Shovick, Agent
- c. Discussion/Action regarding an Original Class "B" Fermented Malt Beverage license and "Class C" Wine license application filed by Poke Partners LLC d/b/a Wicked Poke Hut, 120/122 Broad St, Madelin Vonasten, Agent
- d. Discussion/Action regarding increasing the City Attorney position wages from a 60% proration to 70%
- e. Discussion/Acceptance of April 20, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

14. Recommendation of the Planning Commission of April 19, 2021- Ald. Dunn

- a. Discussion/Action regarding an Extra Territorial Zoning review of a proposed Certified Survey Map (CSM) for Marvin & Irene Humphrey Trust, W3310 McDonald Rd. Lake Geneva WI 53147, to create a 2 lot land division dimensioned lots 1 & 2 as identified on the certified survey Project no. 2019.0132.01 Tax Key No. JG3400002B
- b. Discussion/Action regarding **Resolution 21-R28** a resolution authorizing the issuance of a Conditional Use Permit for Steve Garrels 1622 Evergreen Ln. Lake Geneva, for a request to install a deck and pool at 1622 Evergreen Ln. in the Estate Residential – 1 (ER-1) zoning district and utilize the SR-4 zoning standards, Tax Key Nos. ZLM00014 & ZLM00015.
- c. Discussion/Action regarding **Resolution 21-R29** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Joe Mukite, 637 Frazier St Unit 5 Elgin, IL 60123, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1626 Evergreen Ln. Tax Key Nos. ZLM00016
- d. Discussion/Action regarding **Resolution 21-R30** a resolution authorizing the issuance of a Precise Implementation Plan (PIP) filed by Nicholas Kammes d.b.a.1224 E. Pinecrest Ln. Elkhorn WI 53121 for a request to utilize the building located at 220 Cook St. as a Commercial Indoor Lodging land use in the Central Business (CB) zoning district. Tax Key No. ZOP000243
- e. Discussion/Action regarding **Resolution 21-R31** a resolution authorizing the issuance of a Limited Conditional Use Permit (CUP) filed by Luke Pfeifer, 304 S. Wells St Lake Geneva, WI 53147, for a request to utilize the properties located at 304 S. Wells St. and 421 Baker St. to allow Outdoor Commercial Entertainment in the General Business (GB) zoning district for the property's located at Tax Key Nos. ZA452900001
- f. Discussion/Action regarding **Resolution 21-R32** a resolution authorizing an amendment a Precise Implementation Plan (PIP) filed by Fairwyn SB Inc., 875 Townline Rd. suite 103 Lake Geneva 53147, for a request to amend the 2017 PIP proposal within Symphony Bay Subdivision Planned Development (PD) zoning district

15. Adjournment

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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, APRIL 12, 2021 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 Halverson led the Council in the Pledge of Allegiance.

Roll Call

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

Absent: None

Awards, Presentations, Proclamations, and Announcements

None

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

None

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of March 22, 2021 as prepared and distributed

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

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on April 7, 2021.* 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.

-Temporary Class “B”/ “Class B” Retailer’s License filed by Semper Running Foundation for the event of Semper Running Half Marathon to take place on July 10, 2021 located at 700 N Bloomfield Rd

-Public Assembly Permit filed by Mount Zion Christian Church for the event Sunday Morning Worship Service and Community Outreach to take place on June 27, 2021 from 7:00 a.m. through 2:00 p.m. located in Flat Iron Park/Brunk Pavilion; Applicant has requested use of electricity for amplified sound

-Tier II Event Permit Application filed by Horticultural Hall for the event of Lake Geneva Farmer’s Market to take place every Thursday from May 6, 2021 through October 28, 2021 from 7:00 a.m. through 2:00 p.m. located at 330 Broad Street

-Tier II Event Permit Application filed by VISIT Lake Geneva for the event of Concerts in the Park to take place July 1, 8, 15, 22 & 29, 2021 and August 5 & 12, 2021 from 6:00 p.m. to 8:00 p.m. located in Flat Iron Park/Brunk Pavilion

-Tier I Event Permit Application filed by the Lake Geneva Public Library for the event of Beachside Authorfest to take place on July 8, 9, & 10, 2021 located in Library Park

-Original Massage Establishment License Application filed by Elevate Wellness Center LLC, located at 801 Geneva Parkway North

-Fireworks Application filed by Lake Geneva Jaycees for use on August 22, 2021 at dusk

Motion by Howell to approve the consent agenda, second by Straube. No discussion. Motion carried 8-0.

Items removed from the Consent Agenda

None

Discussion/Action regarding the acceptance of the donation by the American Legion Auxiliary of a Poppy Sculpture to be located in Library Park adjacent to the Veterans Memorial

Motion by Hedlund to accept the donation, second by Fesenmaier. Mayor Klein noted that this will be dedicated to the City on May 1, 2021. Mayor Klein noted that the American Legion Auxiliary would maintain the sculpture and that the Public Works Department would not be responsible for its maintenance.

Motion to amend by Hedlund to accept the donation of the Poppy Sculpture from the American Legion Auxiliary with the understanding that the American Legion Auxiliary will be responsible for the maintenance of said sculpture, second by Fesenmaier. Motion carried 8-0.

Main motion carried 8-0.

Discussion/Action regarding Plan Revision and Change Order #6 for the Riviera Restoration project

Dave Luterbach from MSI General Corp reviewed change order #6. He noted that the changes included the draperies that were already approved by the Council and the flooring in three areas as the terrazzo is too thin for repair. The flooring would instead be an epoxy flooring system; this choice was approved by the Ad Hoc Committee, according to Luterbach. This flooring would match what was in the Riviera originally. Flower noted that there were some discrepancies between the renderings and asked for clarification; Luterbach offered clarification on which flooring will be redone. The Council would need to approve the Change Order #6 in an amount of \$31,100.

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

Discussion/Action regarding Emergency Services Agreement Between the Town of Linn and the City of Lake Geneva-Recommended by the Police and Fire Commission on April 8, 2021

Motion by Yunker to approve, second by Straube. Fire Chief Peters addressed the Common Council regarding the agreement. He noted that this agreement would allow the City of Lake Geneva Fire Department to aid the township with their fire needs in regards to personnel, but not equipment. This would aid the departments with part-time staff to work together; there have been struggles to hire new firefighters. Motion carried 8-0 on a roll call vote.

Recommendation of the Finance, Licensing, and Regulation Committee of April 7, 2021- Ald. Howell

Discussion/Action regarding MSI General Corp Pay Request #5 for completed on The Riviera Phase II Interior Remodel & MEP Work in an amount not to exceed \$1,105,351.60

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

Discussion/Action regarding the 2021 Water Safety Patrol contract in an amount not to exceed \$36,750.00

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

Discussion/Action regarding the changing the Harbormaster position to report directly to the City Administrator

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

Discussion/Action regarding the creation of the seasonal Lakefront Attendant position

Motion by Howell to approve, second by Hedlund. Flower noted that a hiring firm contacted her to let her know that the rate is on the lower side and that should be considered in the near future. She also added that the beach attendant rate should be explored as well. Motion carried 8-0.

Discussion/Acceptance of April 7, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

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

Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding: Notice of Claim from White River Holdings, LLC

Motion by Howell to convene into closed session, second by Yunker. Motion carried 8-0 on a roll call vote. The Council convened into closed session at 6:46 p.m.

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

Motion by Howell to reconvene the Council into open session, second by Hedlund. Motion carried 7-1 on a roll call vote, with Flower voting no. The Council reconvened at 7:45 p.m.

Adjournment

Motion by Fesenmaier to adjourn the meeting, second by Howell. Motion carried 7-1, with Flower voting no. The meeting adjourned at 7:46 p.m.



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: Never Say Never Playland
Name of Event Organizer/Producer: BID
Production Company/Organization: The Lake Geneva BID 81-1327125
Street Address: PO Box 824
City: Lake Geneva State: WI Zip code: 53147

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

EIN # (Tax Exempt Number): 81-1327125

*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.

- BID
1. Title of Event: The Lake Geneva Wine Walk
2. Date(s) of Event: May 23, 2021
3. Location(s) of Event: Streets of Lake Geneva
4. Hours: 1-4 pm
Note: Start Time & End Time
5. Event Chair/Contact Person: Kristi Tarantino Phone: [REDACTED]
6. Day of Event Contact Name: 11 Phone: [REDACTED]
7. Is the event open to the public? ☐ Yes ☒ No
8. Will you charge an admission fee? ☒ Yes ☐ No
9. Estimated Attendance Number: 250-350
10. Basis for estimate: 2019 event
11. Will you be setting up a tent? ☐ Yes ☒ No

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

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

independent stores handle trash & clean up & Volunteers

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

None

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

Just tasting

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

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

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

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

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

☐ Yes ☒ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

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: _____

***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: _____

Date: _____

City Clerk

From: kristi tarantino <eventslakegeneva@gmail.com>
Sent: Tuesday, April 6, 2021 1:22 PM
To: City Clerk
Subject: Re: Wine Walk Permit

Business Name
Twelfth & Brown
Tres Belle Boutique
Haberdapper
Avant Cycle Cafe ✖
The Bottle Shop ✖
Sterling Works
Be Jeweled
Delaney Street Mercantile
Hogs & Kisses ✖
CR Goodfinds
The Baker House ✖
Geneva Theater ✖
The Cornerstone Shoppe and Gallery ✖
JAYNE
Queen bee artisan market
Queen bee artisan market
Lake Geneva Harley-Davidson
DELANEY STREET MERCANTILE
The Hive
Twelfth & Brown
Lake Geneva School of Cooking LLC ✖
Edie
Edie
Overland Sheepskin Co

On Mon, Apr 5, 2021 at 10:56 AM City Clerk <cityclerk@cityoflakegeneva.com> wrote:

Hi Kristi,

I still cannot get that list to open ☹

Maybe send it in an email message?

For Office Use Only

Date Filed with Clerk: April 5, 2021 Payment Amount: \$ N/A

Receipt #:

City Clerk/Administrator Signature: [Signature] Date: 4/8/2021

☒ Approve ☐ Denied Notes: need Temp. Retailer license still

Police Chief Signature: [Signature] Date: 4-13-2021

☒ Approve ☐ Denied Notes:

Fire Chief Signature: [Signature] Date: 4/14/21

☒ Approve ☐ Denied Notes:

DPW Signature: [Signature] Date: 4-14-2021

☒ Approve ☐ Denied Notes:

Parking Signature: N/A Date:

☐ Approve ☐ Denied Notes:

Harbormaster Signature: N/A Date:

☐ Approve ☐ Denied Notes:

Tier I & Tier II Events Only:

FLR Meeting Date:

Council Meeting Date:



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: Tom Jordan

Name of Event Organizer/Producer: J3 Events, Inc.

Production Company/Organization: J3 Events, Inc.

FEIN #: 45-3219461

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

EIN # (Tax Exempt Number): _____

*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: Wine Run 5k
2. Date(s) of Event: June 6th, 2021
3. Location(s) of Event: Studio Winery (see attached 5k walk route)
4. Hours: 9am - Noon
Note: Start Time & End Time

5. Event Chair/Contact Person: Tom Jordan Phone: 

6. Day of Event Contact Name: Tom Jordan Phone: 

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

8. Will you charge an admission fee? ☒ Yes ☐ No

9. Estimated Attendance Number: 150

10. Basis for estimate: Last year's registration numbers and our average event size

11. Will you be setting up a tent? ☐ Yes ☒ No

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

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

There is minimal refuse/trash at these events, but our staff clears the course following the last walker to ensure proper cleanup

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

Event staff monitor the event. This is a small event and we have had minimal to no security related issues, but event staff is trained to initiate emergency medical services or contact local authorities

16. Will there be fireworks or pyrotechnics at your event? ☐ Yes ☒ No

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

17. Will your event include the sale of beer and/or wine? ☐ Yes ☐ No

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

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

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

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

Continue to next page...

Section III- STREET USE

☐ Check if this section does not apply

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

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

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

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

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

Please see attached course map. This route follows sidewalks along Edwards Blvd. Only on street activity is for 1/4 mile along Sheridan Springs Rd. We mark the shoulder of the road with cones, and have course marshalls available to direct traffic along the roadway and at the south entrance of the Geneva Square Shopping Mall

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

☐ Yes ☒ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: Cones along the roadway, and signs indicating that an event is taking place. We also place course marshalls along the roadway using road vests to alert oncoming traffic

**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: _____

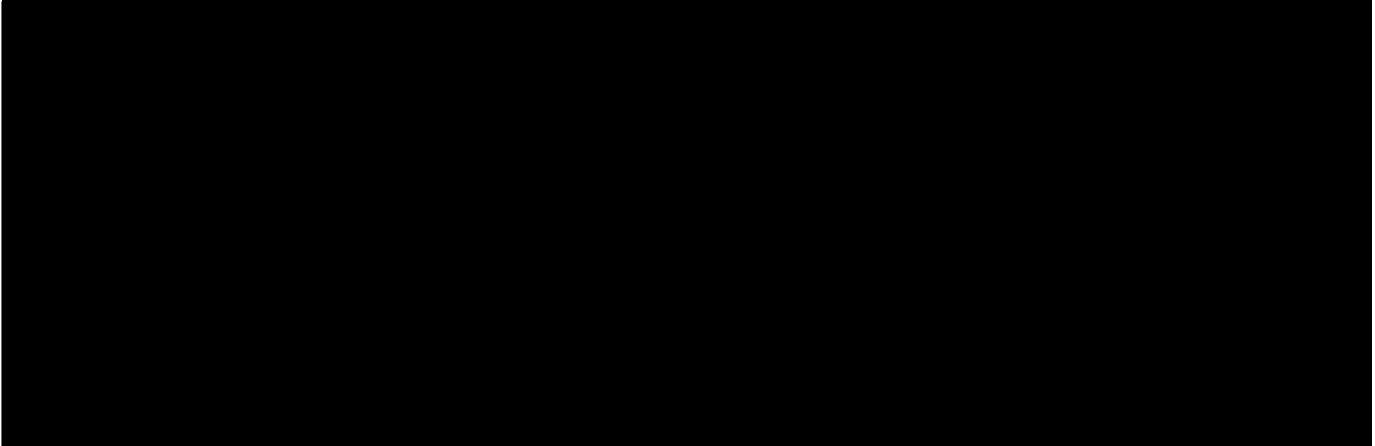
☐ Police Services; Explain: _____

☐ Fire/EMS Services; Explain: _____

☐ Other; Explain: _____

***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: Thomas M. Jordan

Date: 3/31/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road Suite 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761	
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES**CERTIFICATE NUMBER:** 2021 \$1M Event**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622000	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Liability \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RRCA Event Member
Event Date: 01/09/21, 01/10/21, 01/17/21, 01/24/21, 01/30/21, 01/31/21, 02/06/21, 02/07/21, 02/13/21, 02/20/21, 02/27/21, 02/28/21, 03/06/21, 03/07/21, 03/13/21, 03/20/21, 03/20/21, 04/10/21, 04/17/21, 05/16/21, 05/16/21, 06/05/21, 06/06/21, 06/12/21, 06/13/21, 06/19/21, 06/19/21, 06/26/21, 06/27/21, 07/10/21 and 07/17/21
Effective 03/03/21 this voids and replaces any previously issued certificate
Processed by MMM

CERTIFICATE HOLDER**CANCELLATION**J3 Events, Inc.
2903 Sheffield Drive

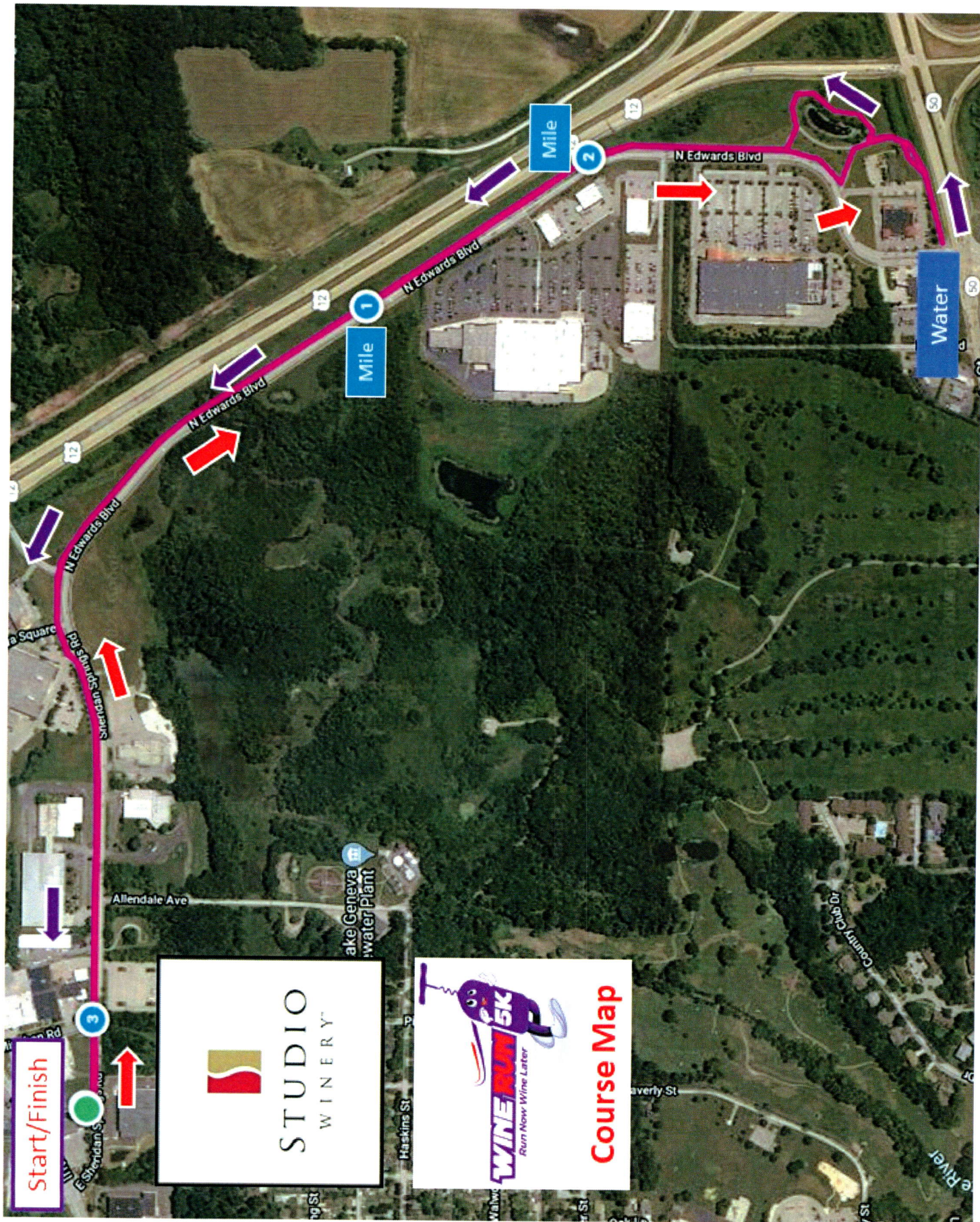
New Lenox

IL 60451

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry R. Diller



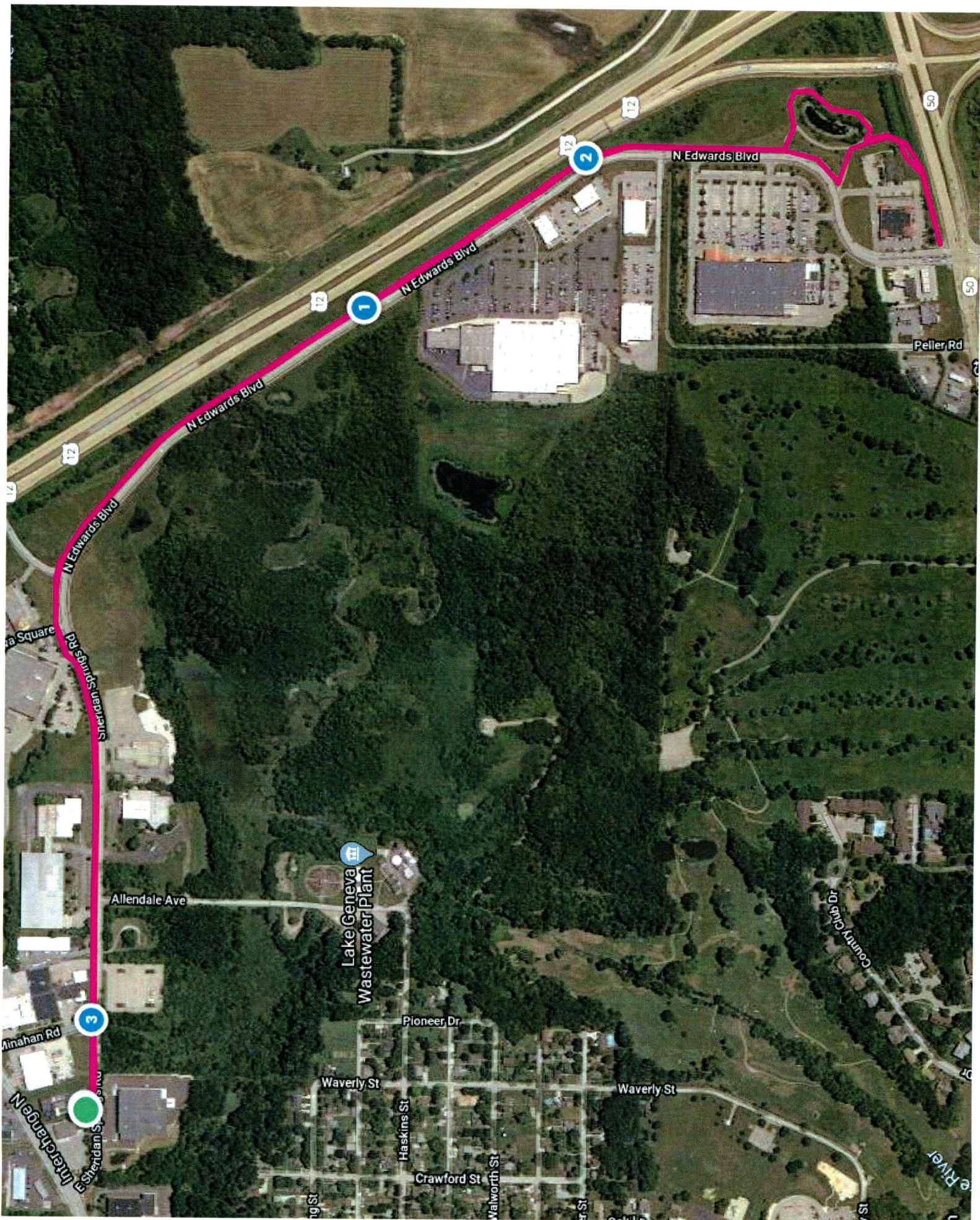
Start/Finish



STUDIO
WINERY



Course Map



For Office Use Only

Date Filed with Clerk: 4/1/21 Payment Amount: \$ 250.00

Receipt #: 15-000638

City Clerk/Administrator Signature: [Signature] Date: Apr 1, 2021

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: [Signature] Date: 4-4-21

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 4/9/21

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 4-9-21

☒ Approve ☐ Denied Notes: _____

Parking Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

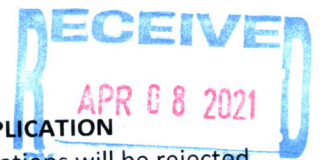
Harbormaster Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: 4/20/21

Council Meeting Date: _____



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: Holly Starck
Name of Event Organizer/Producer: Farmers Market
Production Company/Organization: Holy Communion Church FEIN #: _____

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

EIN # (Tax Exempt Number): ES2062
*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: Farmers Market
2. Date(s) of Event: May 6 - Oct. 28
3. Location(s) of Event: Holy Communion Church - Broad St and Genesee St
4. Hours: 8 am to 1 pm
Note: Start Time & End Time
5. Event Chair/Contact Person: Holly Starck
6. Day of Event Contact Name: Holly Starck
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: depends on weather - customers come in steady stream
10. Basis for estimate: _____
11. Will you be setting up a tent? ☒ Yes ☐ No Vendors can put up a 10x10 on their space

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

Vendors will provide own tents

12. Will there be any animals? ☐ Yes ☒ No

If yes, what type and how many: _____

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

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

Each vendor cleans their spot. We have trash that we will empty at 1 pm.

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Continue to next page...

Section III- STREET USE

☒ Check if this section does not apply

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

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

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

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

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

☒ Yes ☐ No

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

Dates of Use: MAY 6, 2021 - OCTOBER 28, 2021

Total Number of Parking Stalls being Requested: 12

Parking Stall Number(s) and Location: IN FRONT OF Holy Communion - BROAD - WEST SIDE

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: _____



Cook St

Cook St

Cook St

Wisconsin St

Wisconsin St

Wisconsin St

Wisconsin St

Wisconsin St

Geneva St

Geneva St

Geneva St

Geneva St

Geneva St

Geneva St

Geneva St

Geneva St

gallies Boutique -
Owned & Operated By

Episcopal Church of
the Holy Communion

Broad St

Lake Geneva
Regional News

Breadleaf Book Shop

Sabai Sabi

Lake Geneva
Oral Surgery

Ken Shields
Allstate Insurance

Center
for White Dental Group

Double K
Services

LINE HONORS
LYACHTING

Bread St Shop

Joe Nails &
Salon Waxi

Marie's Art Antiques

Marie's Original

Google
Earth

1. Terri Stout - Midwest Gourmet Garlic
2. Simplicity Creations - Lucila Salas - crafts
3. Just 2 Gals Diffusing - Joyce Murray - diffuser Jewelry
4. Ron & Sandy Roban - oil rock candles , rock jewelry
5. Creek Farm LLC - Sue Marshall- Lavender products
6. Umland's Crunchy Cheese Bites - Troy Umland
7. Pillow Talk - Sue Meisenholder- homemade throw pillows
8. Lubell Beach Glass - Linda Lubell- hand made jewelry
9. Farmhouse sweets - Jessica Clapper - cookies and cupcakes
10. Magic Crepes - Gustava Cruz
11. Kent Mayes - woodworkings
12. Deanna Mayes - hand quilted items
13. Roberts Produce - Jonathan Roberts
14. Whatever Comes Naturally - Jennifer Widowski
15. Diane Ludwig- bird feeders, bird house etc
16. Josiah Eidmann Studio - wood jewelry
17. Mavra's Greek Oil - Mavra Papadatos
18. Jimmie Pickles - James P. Knoerzer
19. Oberweiss Dairy - sign up new customers
20. Steve Singleton - home make pickled items
21. Sweet Peas and Family - Tim Weberpal - plants
22. Blue Ribbon Edge Sharpening - Jim Siebert
23. Emmy & J Gourmet - Shirley Chung- roasted nuts

***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: _____ **Date:** _____

*Holy Communion Church
Non-profit - no charge*

For Office Use Only

Date Filed with Clerk: April 8, 2021 Payment Amount: \$ N/A

Receipt #: _____

City Clerk/Administrator Signature: [Signature] Date: 4/8/2021

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: [Signature] Date: 4-13-2021

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 4/14/21

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 4-14-2021

☒ Approve ☐ Denied Notes: _____

Parking Signature: [Signature] Date: 4/14/21

☒ Approve ☐ Denied Notes: DONATING PARKING 12 * \$20 * 26 DAYS = \$6,240.00

Harbormaster Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____

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 Phlegland
Name of Event: Lake Geneva Wine Walk
Date of Event: May 23rd, 2021
Time of Event: 1pm - 4pm
(Beginning) (Ending)

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: <u>April 12, 2021</u>		Receipt No: _____	
Total Amount: _____			
Forwarded to Police Chief: <u>April 12, 2021</u>			
Recommendation: <u>[Signature]</u>		Approved Denied	
Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: _____			
FLR Approval: _____		License Issued: _____	
Council Approval: _____		License Number: _____	
MAIL TO: _____		License Expires: _____	
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

Application Date

4/8/21

☐ Town

☐ Village

☒ City of

Kenosha

County of

Winnebago

The named organization applies for: (check appropriate boxes.)

☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.25(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.31(10), Wis. Stats.

at the premises described below during a special event beginning 5:00 pm and ending 9:00 pm 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) →

☐ Bond-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 (Lake Geneva)

(b)

(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

Josh Grews

Vice President

Secretary

Treasurer

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

Josh Grews
Kusti Tarentino

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

Shoreline on Lake Geneva

(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:

Shoreline of Lake Geneva Business

3. Name of Event

(a) List name of the event

Lake Geneva Wine Walk

(b) Dates of event

May 23 1-4 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

Josh Grews
(Signature / Date)

4/8/21
(Signature of Organization)

Date Filed with Clerk

April 12, 2021

Date Reported to Council or Board

Date Granted by Council

License No



Helping to keep the lights on,
businesses running
and communities strong®

City of Lake Geneva
John Foster
626 Geneva St
Lake Geneva, WI 53147

Dear John:

Enclosed is a sponsorship check from American Transmission Co. to support your Arbor Day activities.

ATC is requiring these funds be used to observe your Arbor Day celebration, but with the pandemic still impacting communities around the U.S. this celebration/observance may look different than in past years.

The Arbor Day Foundation has some suggestions that do not involve public gatherings on their website, including:

- Live stream a video of employees planting a tree on your social media channels
- Promote your status as a Tree City USA community and highlight the benefits of trees—use the hashtag #ArborDay (if you use Twitter, please tag us at @AmerTransCo)
- Tell local media to your celebration and provide information on your status as a Tree City USA community, the history of Arbor Day and the benefits of trees
- Host a virtual presentation by a native tree expert to inform your community about recommended tree choices for your area
- Check out more alternative celebration ideas at celebratearborday.com

Thank you for allowing ATC to be part of your Arbor Day celebrations and tree education efforts.

We'd love to know what you did to promote Arbor Day in your community. Please send photos of your celebration along with a brief description of what you did to Jayne Vanderlin at jvanderlin@atcllc.com.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michelle Stokes". The script is fluid and cursive.

Michelle Stokes

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name



Doc # 922159

Recorded

March 22, 2016 2:14 PM

DONNA R. PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Total Pages: 4

Lake Geneva Economic Development Corporation

("Mortgagor," whether one or more) mortgages to City of Lake Geneva, a
Body Politic

its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$ 150,000.00 evidenced by a note or notes, or other
obligation ("Obligation") dated December 16, 2015,
executed by Lake Geneva Economic Development Corporation

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in Walworth

County, State of Wisconsin ("Property"):

The South 106 feet of Lot 6, Block 16 of the Plat of Geneva, now City of Lake
Geneva, and being sometimes known as the Original Plat of the Village of
Geneva, Walworth County, Wisconsin.

Together with the West 8 feet of the South 106 feet of Lot 5, Block 16 of the
Plat of Geneva, now City of Lake Geneva, and being sometimes known as the
Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Recording Area

Name and Return Address

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

ZOP 00155

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

This is not _____ a purchase money mortgage.
(is) (is not)

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and
easements of record, if any, and further excepting:
None

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is
intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject
to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or
upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage
occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance,
through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the
Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage
clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee.
Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

Doc. # 922159
otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are N/A

(6) the state of organization and the organizational identification number of the debtor (if applicable) are N/A; and

(7) the address of the secured party is N/A

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated March 15, 2016

LAKE GENEVA ECONOMIC DEVELOPMENT CORPORATION

Michael R. Ploch (SEAL) Richard W. Torhorst (SEAL)
 *By: Michael R. Ploch, President *By: Richard W. Torhorst, Secretary
 _____ (SEAL) _____ (SEAL)
 * _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by Wis. Stat. § 706.06)

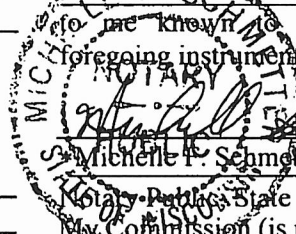
THIS INSTRUMENT DRAFTED BY:

Attorney Richard W. Torhorst, SB#1015127

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 Walworth COUNTY)

Personally came before me on March 15, 2016,
 the above-named Michael R. Ploch and
Richard W. Torhorst
 who are known to be the person(s) who executed the
 foregoing instrument and acknowledged the same.



Michelle P. Schmitter
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: October 11, 2019)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
 MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDEDMENT TO DEVELOPMENT AGREEMENT.(this "Agreement") is made and entered into as of this__day of April, 2016, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Lake Geneva Economic Development Corporation (the Developer").

RECITALS

WHEREAS, the City and the Developer entered into a development agreement dated December 16, 2015, and

WHEREAS, the City and Developer have determined that additional funds are necessary to complete the project contemplated by the original Development Agreement dated December 16, 2015, and

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

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

WHEREAS, the Developer has purchased additional property which had a building on it and said property has been added to the premises known as 323 Broad Street and Developer proposes to demolish the building, relocate tenants currently in the building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street; and

WHEREAS, Developer expended the sum of \$107,233 of the original grant of \$150,000.00 described in the original Development Agreement, and

WHEREAS, the Developer wishes to expend an additional \$25,000.00 to complete the additional work described above, and

WHEREAS, to facilitate the Project contemplated by this First Amendment to Development Agreement, the City wishes to provide a grant for the additional improvements set forth above and subject to this Agreement; and

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

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

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

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

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

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

1. The above recitations are true and correct and incorporated herein by reference.
2. ARTICLE III, subsection 3.6 is hereby amended and restated to read as follows:

3.6. Demolition of Building at 323 Broad Street.

The Developer shall demolish, remove the existing building, remove the foundations of the existing building, fill, grade, and seed the property located at 323 Broad Street in the City of Lake Geneva, Wisconsin on or before June 1, 2016 at an estimated cost of \$150,000. The Developer shall also demolish the second building located at 323 Broad Street in the City of Lake Geneva, Wisconsin, relocate tenants currently in the second building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street on or before December 31, 2016.

3. ARTICLE IV, subsection 4.1 is hereby amended to read as follows:

4.1. Payment of Grant. Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the Project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$150,000 (the "Grant"), which shall be applied to demolition of the premises currently on the Property, and removal of the foundations, filling, grading, and reseedling of the property after demolition. The grant proceeds shall also be applied to demolish the second building now located at 323 Broad Street, Lake Geneva, Wisconsin, relocate tenants currently in the second building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street.

4. All other terms and conditions of the original Development Agreement dated December 16, 2015 between City and Developer not specifically amended herein remain in full force and effect and are incorporated herein by reference.

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

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

CITY OF LAKE GENEVA

By:

Alan Kupsik, Mayor

By:

Sabrina Waswo, City Clerk

State of Wisconsin)

) SS.

Walworth County)

~~2014~~ This instrument was acknowledged before me on the 9th day of June
2016 by Alan Kupsik.

[Seal]

[Signature]

Notary Public, State of Wisconsin

My commission expires on 10/30/17

State of Wisconsin)

) SS.

Walworth County)

~~2014~~ This instrument was acknowledged before me on the 9th day of June
2016 by Phyllis Groom.
Sabrina Waswo

[Seal]

[Signature]

Notary Public, State of Wisconsin

My commission expires on 10/30/17

DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

LAKE GENEVA DEVELOPMENT
CORPORATION

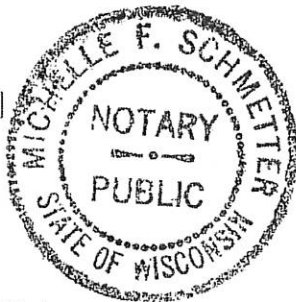
By:

Richard W. Torbert, Secretary

State of Wisconsin)
) SS.
Walworth County)

This instrument was acknowledged before me on the 29th day of April
2016, by Richard W. Torbert

[Seal]



Michelle F. Schmetter
Michelle F. Schmetter
Notary Public, State of Wisconsin
My commission expires on 10-11-2019

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT.(this "Agreement") is made and entered into as of this 16 day of December, 2015, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Lake Geneva Economic Development Corporation (the Developer").

RECITALS

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

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

WHEREAS, to facilitate the Project contemplated by this Agreement, the City wishes to provide a grant for demolition of the property subject to this Agreement;

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

WHEREAS, the Developer proposes to purchase the property at 323 Broad Street, Lake Geneva and then demolish said premises for future development;

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

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

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

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

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

ARTICLE I PROPERTY DESCRIPTION

The property subject to this Agreement is located within the District at 323 Broad Street in the City of Lake Geneva, and is more accurately described in Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property").

ARTICLE II PROJECT DESCRIPTION

Currently there are no concrete plans for redevelopment of the property, however the developer proposes to redevelop the property within the time frames set forth in this Development Agreement. The project contemplated by this Agreement shall be done in accordance with the City's Comprehensive Plan and consistent with City of Lake Geneva Zoning. The future development shall hereinafter be referred to as (the "Project").

ARTICLE III OBLIGATIONS OF THE DEVELOPER

3.1. Execution of Purchase and Sale Agreement. Developer has entered into a Purchase and Sale Agreement a copy of which attached to this Agreement as Exhibit C and incorporated by reference. Said Purchase and Sale Agreement in contingent upon Developer receiving a grant from the City for the demolition and restoration of the existing improvements on the property.

3.2. Development of the Property. Subject to the terms of this Agreement, the Developer shall construct or cause to be constructed the Project on the Property within five (5) years from the date of this agreement..

3.3. Minimum Project Costs. The Developer shall incur costs in constructing the Project of not less than \$500,000.00.

3.4. Project Deadline. The Developer shall complete construction of the Project on or before January 1, 2021. For the purposes of this Agreement, construction shall be complete on the date a Certificate of Occupancy for the Project is issued by the state of Wisconsin Department of Safety and Professional Services. In the event weather conditions prevent the completing of Project exterior improvements and/or landscaping by the date prescribed above, construction shall be deemed complete on the date a temporary Certificate of Occupancy for the Project is issued by the state of Wisconsin Department of Safety and Professional Services, provided that such exterior and/or landscaping improvements shall be completed no later than six (6) months following the issuance of the temporary Certificate.

3.5. Cost Reimbursements. The Developer shall submit monthly written Request for Payment forms and related attachments to the City for any cost for which the Developer wishes to be reimbursed as provided in Article VII of this Agreement.

3.6. Demolition of Building at 323 Broad Street.

The Developer shall demolish, remove the existing building, remove the foundations of the existing building, fill, grade, and seed the property located at 323 Broad Street in the City of lake Geneva, Wisconsin on or before June 1, 2016 at an estimated cost of \$150,000.

3.7. Property Taxes. The Developer if not exempt from doing so, shall pay all property taxes on the Property in full each year when due and payable.

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

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

**ARTICLE IV
OBLIGATIONS OF THE CITY**

4.1. Payment of Grant. Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the Project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$150,000 (the "Grant"), which shall be applied to demolition of the premises currently on the Property, and removal of the foundations, filling, regarding, and reseedling of the property after demolition.

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

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

5.2. Necessity of Grant. The Developer represents and warrants to the City that but for the Grant to be provided by the City under this Agreement, the Developer would not proceed with the purchase of the property and demolition of the existing improvements thereon for future redevelopment of the Property.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE CITY**

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

6.2. City Council Approval. The City represents and warrants to the Developer that on December 14, 2015, the City Council approved this Agreement and authorized its execution by the proper City officers on the City's behalf.

**ARTICLE VII
GRANT PAYMENT PROCESS**

7.1. Construction Costs. For the purposes of this Agreement, all demolition costs of the current premises on the Property including all removal of hazardous material and grading and seeding of the property after demolition shall be considered eligible for reimbursement under this Article.

7.2. Request for Payment Forms.

(a) Developer shall be entitled to reimbursement for any demolition done on the property after demolition has commenced.

(b) Request for Payment forms and attachments shall be delivered in person to the City Clerk during the City's regularly scheduled business hours or by any of the other delivery methods described in Article X of this Agreement.

(c) If the City Clerk receives a completed Request for Payment form and attachments on or before the 20th day of a month, or the next business day following the 20th, the Clerk shall do all things necessary to schedule the Request for Payment for action by the City Council at the first regularly scheduled City Council meeting for the following month.

(d) Requests for Payment forms received by the City Clerk after the 20th of a month shall be scheduled for action by the City Council at the first regularly scheduled City Council meeting two months hence.

7.3. Approval of Request. Within seven (7) days of the City Council's approval of the Request for Payment, the City shall issue a check to the Developer for the approved amount.

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

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

(b) The City Council reasonably believes that all or a portion of the amount

requested is not attributable to demolition of the premises on the Property or restoration after demolition.

7.5. Lien on the Property. Concurrent with payment of the retainage, the Developer shall execute a lien or mortgage document in favor of the City in the amount of the final amount of the Grant, which shall be recorded and act as security to insure performance of the obligations of the Developer under Section 3.2 and 3.3 of this Agreement. Upon the fulfillment of the obligations of the Developer under Section 3.2 and 3.3 of this Agreement, the City shall execute and record a document releasing the lien or mortgage on the Property.

7.6. Termination of Payments. The obligation of the City to make payments under this Agreement shall terminate once the aggregate total of all payments made to the Developer equals the maximum amount of the Grant specified in Article IV of this Agreement.

ARTICLE VIII ASSIGNMENT BY DEVELOPER

8.1. Permitted Assigns. The Developer may:

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

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

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

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

ARTICLE IX NO PARTNERSHIP OR VENTURE

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

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

ARTICLE X WRITTEN

NOTICES

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

- (a) Hand delivered to the party to whom the notice is addressed;
- (b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid;
- (c) Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below; or
- (d) Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received .

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

(a) **FOR THE CITY:**

City of Lake Geneva
City Hall
636 Geneva Street
Lake Geneva, WI 53147
Attention: Sabrina Waswo, City Clerk
Email: CityClerk@cityoflakegeneva.com

With a copy to:

Daniel S. Draper,
City Attorney
636 Geneva Street
Lake Geneva, WI 53147

(b) **FOR THE DEVELOPER:**

Lake Geneva Economic Development Corporation
500 Commercial Court
Lake Geneva, WI 53147

With a copy to:

Attorney Richard W. Torhorst
500 Commercial Court, Suite 300
Lake Geneva, WI 53147

ARTICLE XI DEFAULT, TERMINATION AND INDEMNITY

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

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

(b) Any foreclosure action is filed against the Property, any petition is filed by or against a party to declare a party bankrupt or a debtor under any insolvency law or to delay, reduce or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

11.2. Default by the Developer. Except as limited by this paragraph, if the Developer fails to fully perform its obligation under Section 3.2 and 3.3, said failure shall be deemed a default. .

11.3. Default in Obligation to Demolish 323 Broad Street. If the Developer fails to fully perform any of its obligations under Section 3.6 of this Agreement, then the City or the City's agents shall have the right to enter onto the Property to perform those obligations. The Developer shall reimburse the City for any cost incurred by the City in performing said obligations. If the Developer reimburses the City, then the City shall release any lien or mortgage against the Property as provided for under Section 7.6 of this Agreement. If the Developer fails to reimburse the City, then the City may seek to foreclose on the lien or mortgage or exercise any other remedy available at law or in equity.

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

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

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

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

- (a) The parties mutually agree in writing to such termination, in whole or in part;
- (b) Either party is relieved of or enjoined from performing its obligations, in whole or in part, by a judicial determination by any court of competent jurisdiction, and all appeals there from shall have been adjudicated or terminated;
- (c) An Event of Default shall have occurred and the non-defaulting party to this Agreement agrees to such termination;

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

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

ARTICLE XII

TIME AND FORCE MAJEURE

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

**ARTICLE XIII
GENERAL
PROVISIONS**

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

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

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

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

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

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

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

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

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

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

13.11. Recording. The parties agree that this Agreement may be recorded to provide

notice to third parties of the ownership requirements contained in this Agreement.

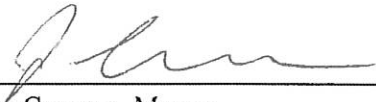
13.12. Ambiguities. Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement. The language in this Agreement shall be interpreted as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

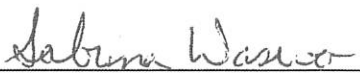
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date set forth above.

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

CITY OF LAKE GENEVA

By: 
Jim Connors, Mayor

By: 
Sabrina Waswo, City Clerk

State of Wisconsin)
) SS.
Walworth County)

This instrument was acknowledged before me on the 14th day of December
2015, by Jim Connors.

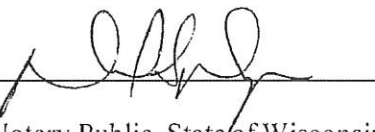
[Seal]


Notary Public, State of Wisconsin
My commission ~~expires on~~ is permanent

State of Wisconsin)
) SS.
Walworth County)

This instrument was acknowledged before me on the 14th day of December, 2015
by Sabrina Waswo

[Seal]


Notary Public, State of Wisconsin
My commission expires ~~on~~ is permanent

DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

LAKE GENEVA ECONOMIC
DEVELOPMENT CORPORATION

By: Dwayne Egly VP

State of Wisconsin)
) ss.
Walworth County)

This instrument was acknowledged before me on the 16th day of December
2015, By Dwayne Egly, its Vice President



Richard TGRHORST

Notary Public, State of Wisconsin

My commission expires on 15 per month

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

LEGAL DESCRIPTION

The South 106 feet of Lot 6, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Together with the West 8 feet of the South 106 feet of Lot 5, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Tax Key No: ZOP 00155

Address: 323 Broad Street

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 19, 2015 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~
3 **GENERAL PROVISIONS** The Buyer, Lake Geneva Economic Development Corporation
4 _____, offers to purchase the Property known as [Street Address] 323 Broad St.
5 _____ in the _____ City _____
6 of Lake Geneva _____, County of Walworth _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 **PURCHASE PRICE:** Two Hundred Fifteen Thousand
9 _____ Dollars (\$ 215,000.00)
10 **■ EARNEST MONEY** of \$ 0 _____ accompanies this Offer and earnest money of \$ 10,000.00 _____ will be
11 mailed, or commercially or personally delivered within _____ 3 _____ days of acceptance to listing broker or
12 _____
13 **■ THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 **■ INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: Contents of Building
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or N/A
19 _____
20 **■ NOT INCLUDED IN PURCHASE PRICE:** N/A
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE:** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 August 21, 2015 _____ . Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Sal Dinnicelli Sr. - Lake Geneva Area Realty, Inc.
39 Buyer's recipient for delivery (optional): Richard Torhorst
40 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number.
41 Seller: (262) 249-3001 Buyer: (262) 246-2595
42 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 101 Broad St, Suite C3, Lake Geneva, WI 53147
48 Delivery address for Buyer: PO Box 1300, 500 Commercial Ct #300, Lake Geneva, WI 53147
49 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): Team@LakeGenevaAreaRealty.com
54 E-Mail address for Buyer (optional): torhorstlaw@genevaonline.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
 58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated June 25, 2015
 59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
 60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
 61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**
 63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
 64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
 65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
 66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than December 19, 2015
 68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.
 69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
 70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
 71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
 73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 74 Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):
 75 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
 76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
 77 ☐ Current assessment times current mill rate (current means as of the date of closing)
 78 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
 79 known, multiplied by current mill rate (current means as of the date of closing)
 80 ☐ _____

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

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

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

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

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.
 97 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
 98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
 99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

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

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Buyer accepts property in "As-Is" condition.
 110 2. This offer is contingent upon a grant from the city of Lake Geneva TIF to raze the building.
 111 Upon approval, closing will take place within 10 days.

112 3. The Buyer and City of Lake Geneva to have access to premises for purpose of obtaining bids for
 113 the razing, removal, site restoration and improvements.

114 * and improve site to meet City requirements
 115 part

116 N/A PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

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

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

127 ☐ APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

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

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

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

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

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

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

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

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

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

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

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

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

164 ☐ Rent roll.

165 ☐ Other _____

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

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

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

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

DEFINITIONS

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

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

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

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

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

(Definitions Continued on page 6)

IF LINE 226 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

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

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

242 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
243 or in an addendum attached per line 478.

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

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

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

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

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

263 IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
264 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
265 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
266 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
267 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
268 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

269 N/A APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
270 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
271 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
272 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
273 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

274 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
275 adequate time for performance.

276 ADDITIONAL PROVISIONS/CONTINGENCIES

277 _____
278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visit; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Natural Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings,
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346

347 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
348 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

352 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
353 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
354 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

355 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
356 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
357 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
358 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
359 closing (see lines 365-371).

360 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
361 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
362 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
363 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

364 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
365 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
366 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
367 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
369 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
370 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

371 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
372 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

378 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
379 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
380 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
381 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
382 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
383 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
384 had actual knowledge or written notice before signing the Offer.

385 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
386 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
387 Assessment report to which Buyer objects (Notice of Defects).

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

389 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
390 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
391 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
392 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
393 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
394 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

399 If Buyer defaults, Seller may:

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

402 If Seller defaults, Buyer may:

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

405 In addition, the Parties may seek any other remedies available in law or equity.

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

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with itemized waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.wicocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

Property Address: 323 Broad St., Lake Geneva, WI 53147

Page 9 of 9, WB-15

450 N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.) within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ Is/are made part of this Offer.

480 This Offer was drafted by (Licensee and Firm) Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.
481 _____ on 08/19/2015

482 Buyer Entity Name (if any) Lake Geneva Economic Development Corporation

483 (X) Richard Torhorst Secretary 8/20/2015
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Richard Torhorst Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

487 EARNEST MONEY RECEIPT: Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____
489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): 323 Broad Property LLC

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

497 This Offer was presented to Seller by (Licensee and Firm) _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered (See attached counter) Yes JHK 8-20-15
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-44 COUNTER-OFFER

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

1 The Offer to Purchase dated 08/19/2015 and signed by Buyer Lake Geneva Economic Development Corp.,
2 for purchase of real estate at 323 Broad St., Lake Geneva WI 53147
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 1. Purchase Price Shall Be \$231,000 (Two-Hundred Thirty-One Thousand Dollars).
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before August 25, 2015 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.
35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Sal Dimiceli, Sr. - Lake Geneva Area Realty, Inc. on 08/20/2015

38	<u>Sal Dimiceli, Sr.</u>	Licensee and Firm ▲	<u>8/20/15</u>	Date ▲
39	<u>Sal Dimiceli, Sr.</u>	Signature of Party Making Counter-Offer ▲	<u>8/20/15</u>	Date ▲
40	<u>323 Broad Property LLC</u>	Print name ▲	<u>Mark Klus / Eric Klus</u>	Date ▲
41	<u>By Richard W. Thomas, Sec</u>	Signature of Party Accepting Counter-Offer ▲	<u>8/25/15</u>	Date ▲
42	<u>Richard W. Thomas, Sec</u>	Print name ▲		
43		Signature of Party Making Counter-Offer ▲		Date ▲
44		Print name ▲		

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

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

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

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



Proposed Owner Change Order #7

3/31/21

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Job #4453A Riviera Phase 2

Pricing for the proposed revisions are listed below. This information is for informational purposes only. The proposed revisions are not approved and will not be implemented in the field until an Owner Change Order has been signed.

Approved Rejected

35	Wainscot and Trim at Elevator and Ductwork Shaft			
	Nelson Carpentry - Provide Wainscot on Elevator - 4 Sides	\$16,590	\$18,913	
	Provide Wainscot on Mechanical Shaft - 3 Sides	\$0	\$0	
	Project Requirements	\$0	\$0	
	Grand Total:		\$18,913	
33	Omit Cove Details For Draperies - Wall Mount Drapes			
	Credit Rough Blocking Allowance for Cove	(\$5,000)	(\$5,700)	
	Credit Finish Carpentry Cove Allowance	(\$12,500)	(\$14,250)	
	Fabricut Draperies - Wall Mount Hardware vs. Ceiling Mount	\$223	\$254	
	Project Requirements	\$0	\$0	
	Grand Total:		(\$19,696)	

Future Items or Costs to be Aware of or Pending

Ramp and Railing to Ballroom Floor

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	(\$5,092)
Change Order #5	\$0	\$1,736
Change Order #6	\$0	\$50,013
Change Order #7	\$0	(\$784)
Change Order #8	\$0	\$0
Change Order #9	\$0	\$0
New Contract Grand Total		\$4,446,075

Authorization by:

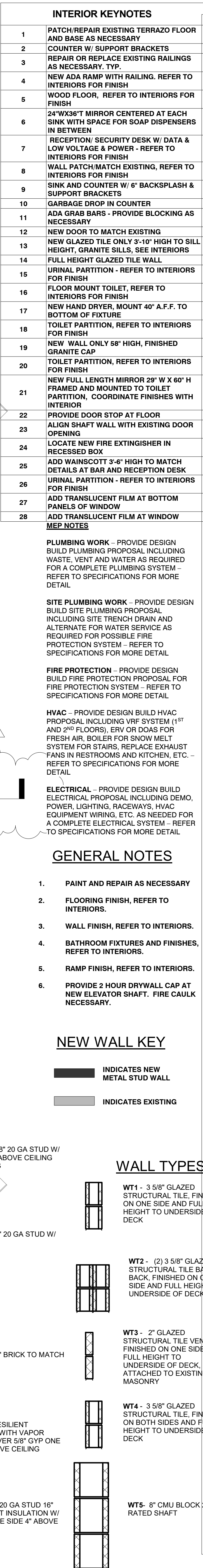
Project Name - Owner or Owners Representative

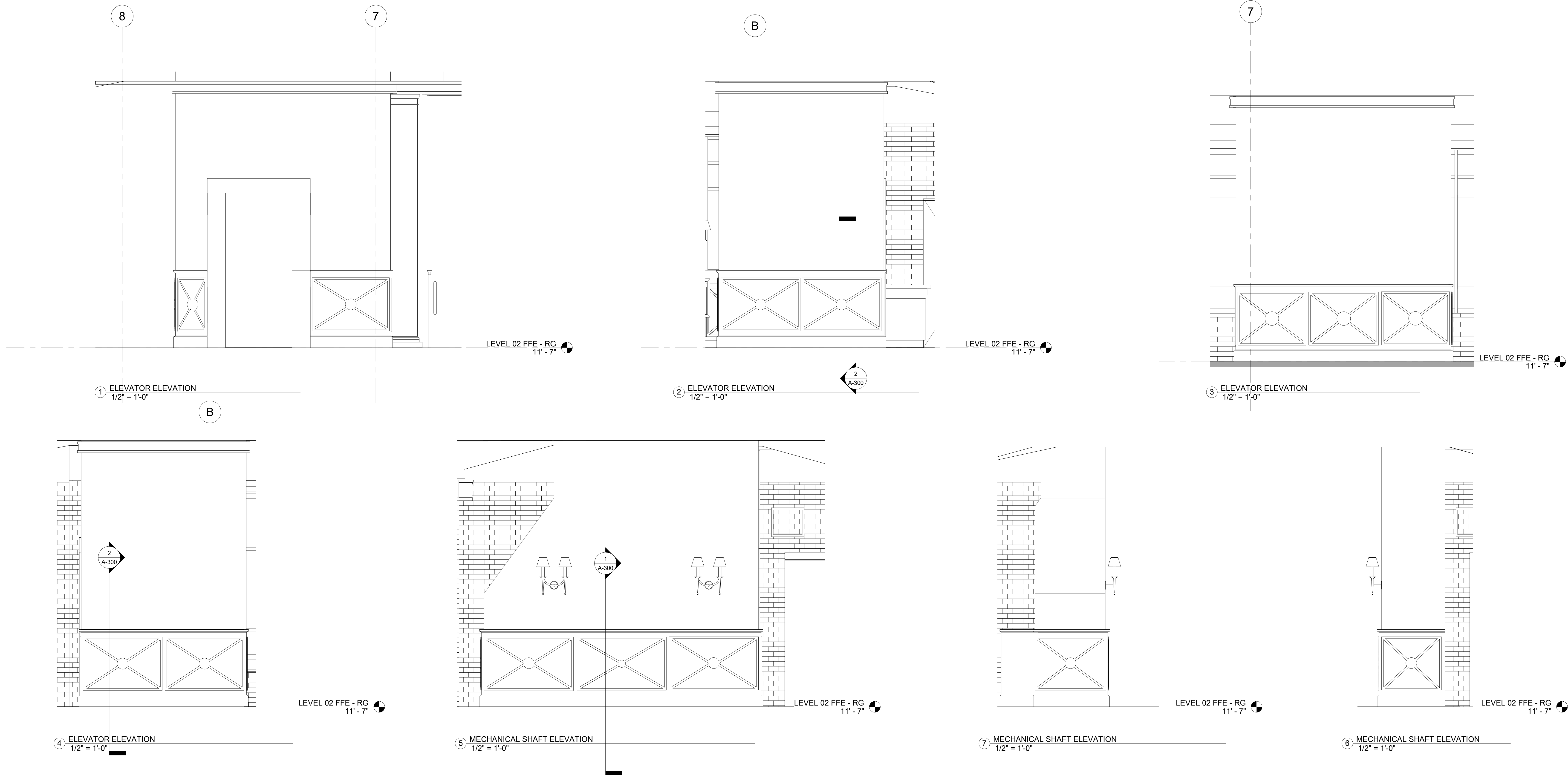
date: _____

MSI General Corporation - Name

date: _____





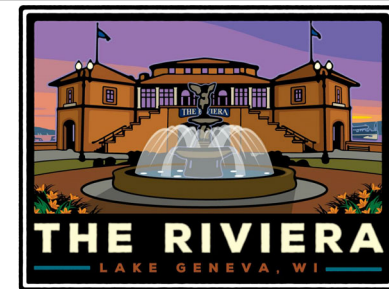


MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
PHONE: 262-367-3661
FAX: 262-367-7390

WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY TM

ISSUE DATES:		
Proposal:	7/31/2020	
Bid:	10/08/2020	
Contract:	11/19/2020	
Plan Commission:		
State Submittal / Permit:	12/04/2020	
As-Built:		
REVISIONS:		
1	PR#1	12/23/2020
2	PR#2	01/13/2021
3	PR#3	02/02/2021
4	PR#4	02/10/2021
5	PR#5	03/19/2021
6	PR#6	03/31/2021
7	PR#7	04/12/2021
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

KEY PLAN



PROJECT ADDRESS:

PROJECT NAME
The Riviera Building
STREET ADDRESS
812 Wrigley Drive
CITY/ STATE / ZIP
Lake Geneva, WI 53147

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect:	Engineer:	Reviewed By:
ANK	AGR	BJZ

Sheet Title:
INTERIOR ELEVATIONS

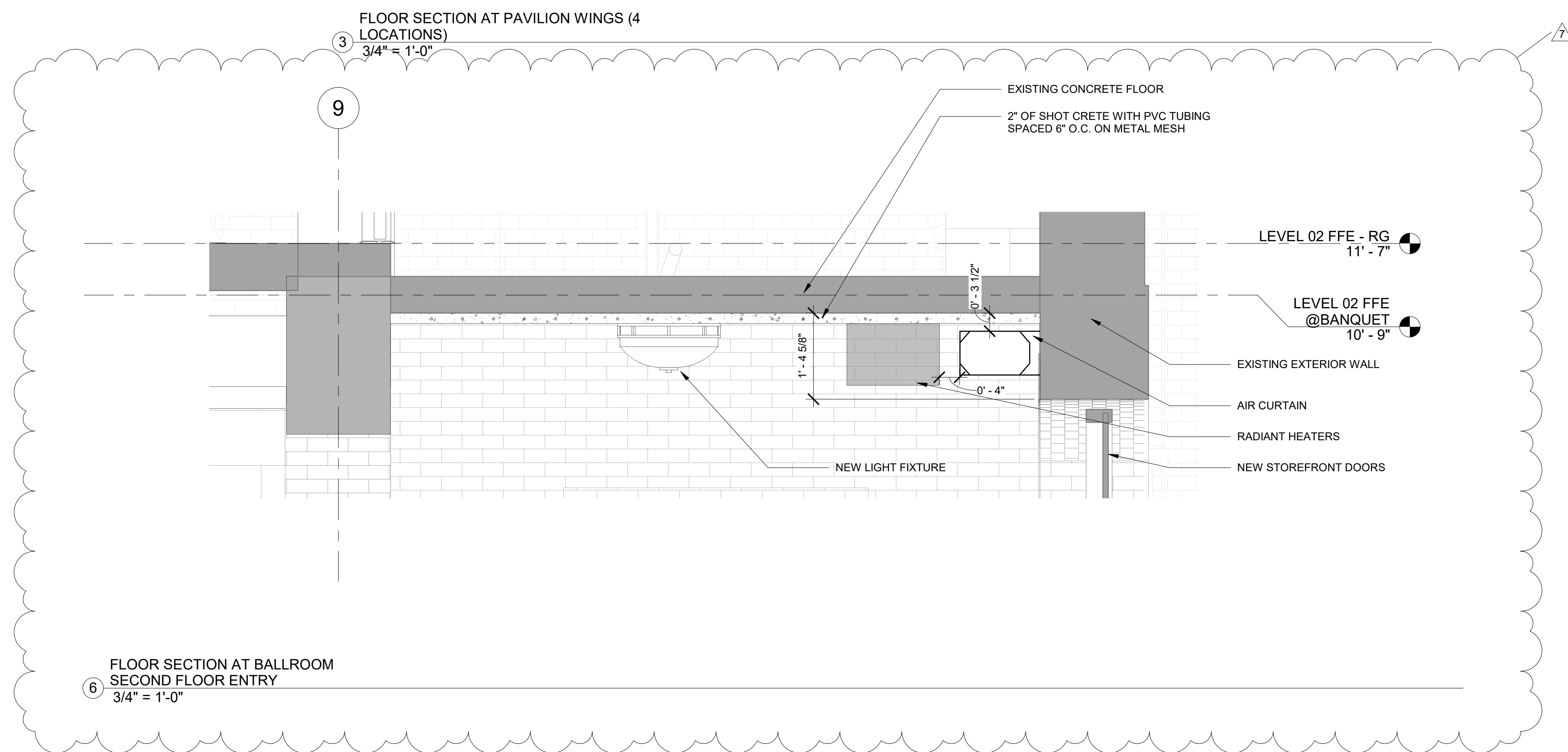
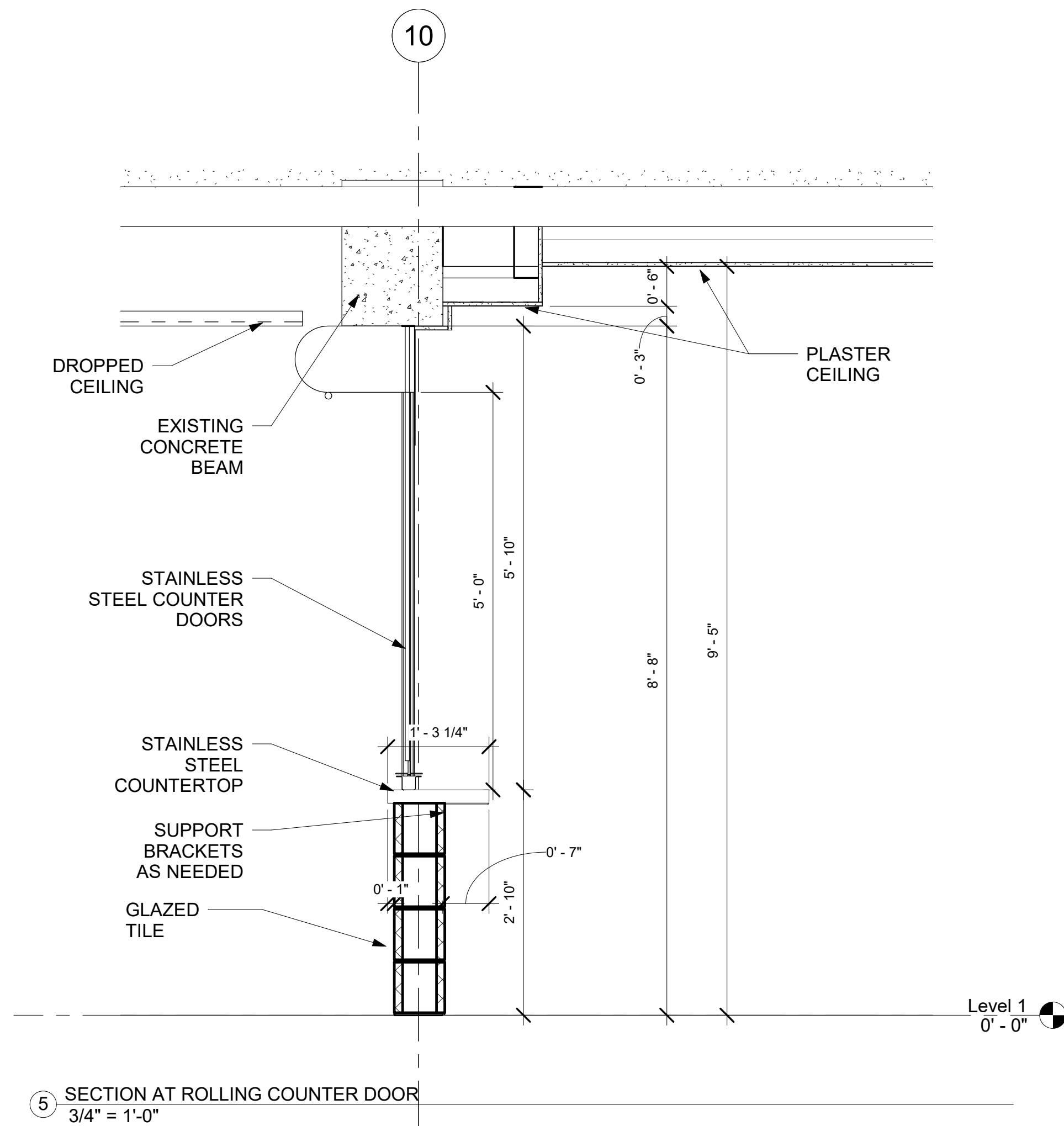
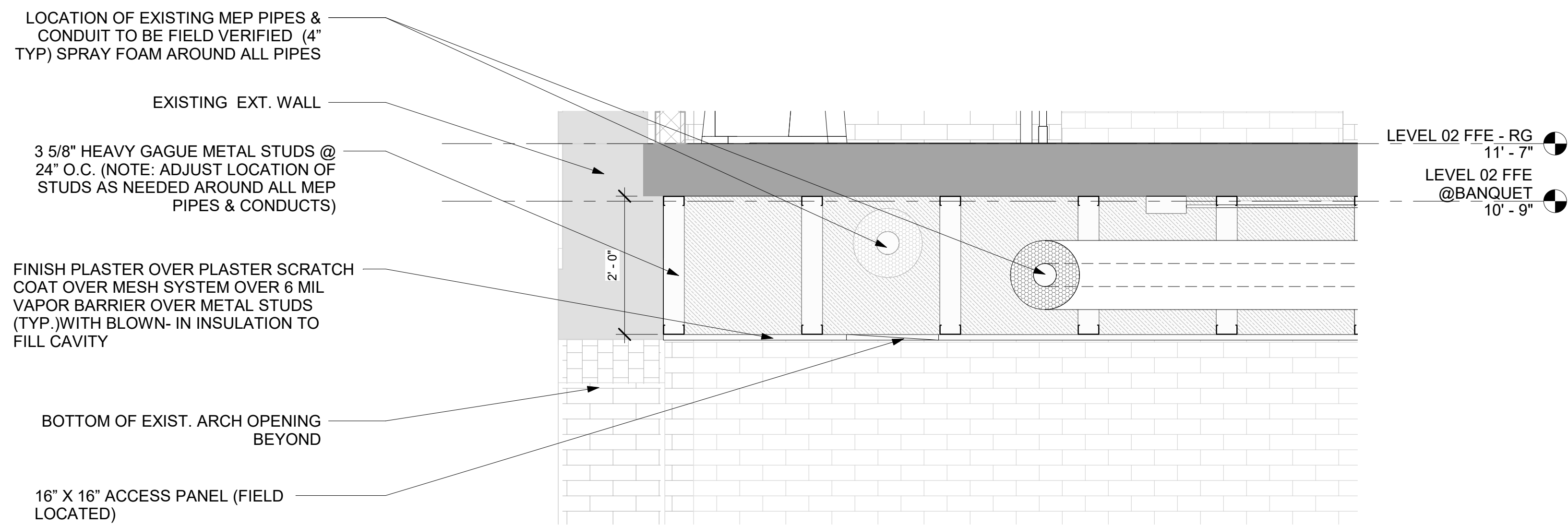
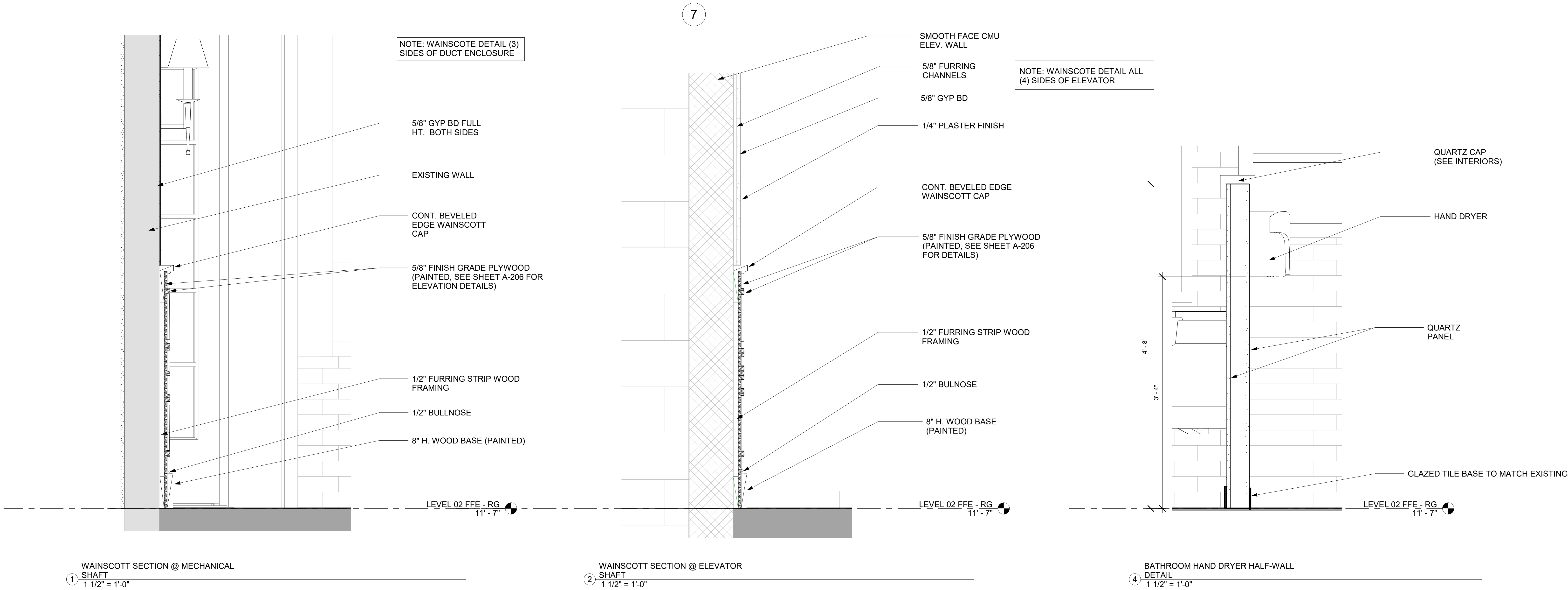
Sheet Number:
A-206
Project Number: P12109
4453A

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS



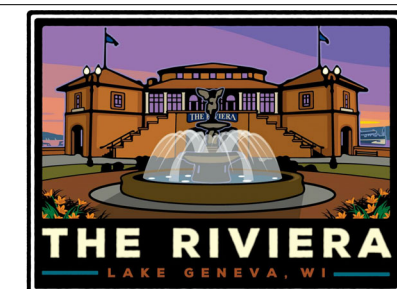
MSI GENERAL CORPORATION
P.O. BOX. 7
OCONOMOWOC, WI 53066
PHONE: 262-367-3661
FAX: 262-367-7390

WWW.MSIGENERAL.COM
SINGLE SOURCE RESPONSIBILITY™

ISSUE DATES:
Proposal: 7/31/2020
Bid: 10/08/2020
Contract: 11/19/2020
Plan Commission:
State Submittal / Permit: 12/04/2020

REVISIONS:
1 PR#1 12/23/2020
2 PR#2 01/13/2021
3 PR#3 02/02/2021
4 PR#4 02/10/2021
5 PR#5 03/19/2021
6 PR#6 03/31/2021
7 PR#7 04/12/2021

KEY PLAN



PROJECT ADDRESS:

PROJECT NAME
The Riviera Building
STREET ADDRESS
812 Wrigley Drive
CITY/ STATE / ZIP
Lake Geneva, WI 53147

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION

Architect: ANK
Engineer: AGR
Reviewed By: BJZ

Sheet Title:
SECTIONS

Sheet Number:

A-300
Project Number: P12109

4453A

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

Riviera Phase 2
Summary of Contingency -
Thru April 12, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
1 FWAN 11481.2 - Removal of Ball Room Wood Floor - NIC Demo/Wd Flr Schmidt Custom Floors	\$ (5,568)	\$ (5,568)	
Total		\$ (5,568)	

Summary of Contingency

Original Contingency Amount Per Contract	\$ 379,928
Previous Changes to Contingency (Summary Thru 03-01-2021)	\$ (348,457)
Changes to Contingency Per Above Summary	\$ (5,568)
Current Contingency Amount	\$ 25,903

Future Items or Costs to be Aware of or Pending

FWAN 11494 - Wall Repair for Paint (above ceiling repair per Fire Insp.)
FWAN 11496 - Copper Flashings to Install Brick Face Work (200')
FWAN 11497 - Create and Prime 3 Collars for Chandelier/Fans @ Plaster

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 05/01/21 ending: DW 3D 2022
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } LAKE GENEVA

County of WALWORTH Aldermanic Dist. No. 1ST
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number <u>456-1030396004-02</u>	
FEIN Number <u>83-1028354</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> <u>01/28/21</u>
TOTAL FEE	\$ <u>625-</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
WISCONSINBLY HOLDINGS LLC / RYAN WALTHER 5490 OWNER

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.

President / Member Last Name <u>CASANOVA</u>	(First) <u>JOHN</u>	(Middle Name) <u>R.</u>	[Redacted]
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
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 <u>CASANOVA</u>	(First) <u>JOHN</u>	(Middle Name) <u>R.</u>	[Redacted]
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

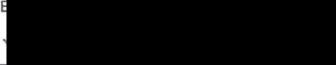
1. Trade Name DRINK WISCONSINBLY Business Phone Number _____
2. Address of Premises 223 COOK ST LAKE GENEVA WI 53147 Post Office & Zip Code _____

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.)
223 COOK STREET IS AN 800 SQ FT SPACE IN THE NEWPORT SHOPPES RETAIL BUILDING IN DOWNTOWN LAKE GENEVA. THIS IS A ONE ROOM SPACE WITH BATHROOM.

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 WI and date 7/2018 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain. JOHN CASANOVA IS THE CURRENT AGENT FOR THE CLASS B LIQUOR LICENSE FOR THE DRINK WISCONSIN PUB LOCATED AT 320 WEST HIGHLAND BLVD (COPY OF CLASS B AGENT INCLUDED) MILWAUKEE WI 53202
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>JOHN R. CASANOVA</u>	Title/Member <u>PRESIDENT</u>	Date <u>3/5/21</u>
Signature <u>JR Casanova</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>Mar 8, 2021</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)
CASANOVA	JOHN	ROBERT
Home Address (street/route)	Post Office	City
		State
		Zip Code

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 WISCONSINBLY HOLDINGS 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:

1. How long have you continuously resided in Wisconsin prior to this date? 3 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

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

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. I AM THE AGENT FOR THE CLASS B LICENSE FOR DRINK WISCONSINBLY PUB IN MILWAUKEE WI.
(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
PABST BREWING CO	SAN ANTONIO TX CORP HQ	2009	2017
MIKES HARD LEMONADE CO	CHICAGO ILL CORP HQ	2000	2009

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.

John Casanova
(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 ☒ City of LAKE GENEVA County of WALWORTH

The undersigned duly authorized officer/member/manager of WISCONSINBLY HOLDINGS 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

DRINK WISCONSINBLY GIFT SHOP
(Trade Name)
located at 223 COOK STREET LAKE GENEVA WI 53147

appoints JOHN R. CASANOVA
(Name of Appointed Agent)

[REDACTED]
(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).
JOHN CASANOVA IS CURRENT AGENT FOR CLASS B LIQ LICENSE FOR DRINK WISCONSINBLY PUB MILWAUKEE 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? 3 YEARS

Place of residence last year [REDACTED]

For: WISCONSINBLY HOLDINGS 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, JOHN CASANOVA, 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] 3/6/21
(Signature of Agent) (Date)

Agent's age 53

Date of birth [REDACTED]

(Home Address of Agent)

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 3-9-21 by [Signature] Title Co
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Serving Alcohol Incorporated

is proud to present this certificate to

John Casanova

for successful completion of the online course

Wisconsin Alcohol Seller-Server



PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code

6v4rqJBwfx

Date Issued

Mar 26th, 2019

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Wisconsin Bartender License

Name: John Casanova

Certification Date: Mar 26th, 2019

Certificate Code: 6v4rqJBwfx

Verify Online: servingalcohol.com

125.17(6) & 125.04(5)(a)5. Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

COPY OF THE EXISTING CLASS B LICENSE
THAT JOHN CASANOVA IS AGENT FOR @ THE
DRINK WISCONSINBLY PUB 320 W. HIGHLAND BLVD
MILWAUKEE WI 53202

306078

CLASS B TAVERN LICENSE

BTAVN - 0208095
EFF DATE: 03/28/2020 EXP DATE: 03/27/2021


city clerk
www.milwaukee.gov/license

CASANOVA, JOHN R, AGENT
WISCONSINBLY HOLDINGS, LLC
320 W HIGHLAND AV
MILWAUKEE, WI 53203-1103
ALDERMANIC DISTRICT 04

premise description:
1ST FLOOR & PATIO

Weekday	Open Time	Close Time	Age Limit
SUNDAY	08:00 AM	02:00 AM	N/A
MONDAY	08:00 AM	02:00 AM	N/A
TUESDAY	08:00 AM	02:00 AM	N/A
WEDNESDAY	08:00 AM	02:00 AM	N/A
THURSDAY	08:00 AM	02:00 AM	N/A
FRIDAY	08:00 AM	02:00 AM	N/A
SATURDAY	08:00 AM	02:00 AM	N/A

City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057
Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

city of milwaukee
www.milwaukee.gov
license


city clerk

EXPIRATION DATE: 03/27/2021
LIC. NO: BTAVN 0208095
LICENSE: CLASS B TAVERN LICENSE
CASANOVA, JOHN R, AGENT
WISCONSINBLY HOLDINGS, LLC
320 W HIGHLAND AV
MILWAUKEE, WI 53203-1103

license required to be displayed or carried
If you have a public entertainment/premise license at your licensed alcohol establishment, indoor public entertainment shall be discontinued no later than the closing time for the alcohol beverage establishment, unless an earlier time of discontinuation is established by the common council in its approval of the licensee's plan of operation.



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0307773072

WISCONSINBLY HOLDINGS, LLC
135 E NATIONAL AVE
MILWAUKEE WI 53204-1849

Wisconsin Department of Revenue Seller's Permit

Legal/real name:	WISCONSINBLY HOLDINGS, LLC
Business name:	DRINK WISCONSINBLY 135 E NATIONAL AVE MILWAUKEE WI 53204-1849

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030396004-02



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1030396004-02

Legal/Real Name: WISCONSINBLY HOLDINGS, LLC

Signature _____

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06/30/2022
(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>4510-1030647883-02</u>	
FEIN Number <u>86-2547056</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$
☒ Class B beer	\$ 100
☐ Class C wine	\$
☒ Class A liquor	\$ 500
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ 25
TOTAL FEE	\$ 625

pd 3/29/21

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
SPIRITED MB, 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	(First)	(Middle Name)
SHOVICK	MERIBETH	LYNN
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	(First)	(Middle Name)
SHOVICK	Meribeth	Lynn
Directors / Managers Last Name	(First)	(Middle Name)



- Trade Name PARLEY CIGARS, SPIRITS & CRAFT BEER Business Phone Number 262-490-7465
- Address of Premises 830 W. MAIN STREET STE E Post Office & Zip Code LAKE GENEVA, WI 53147
- 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.)
LEASED LOCATION INSIDE MARKET OF LAKE GENEVA / SEPARATE SUITE 900 SQ FT.
ONE AREA - LIQUOR/BEER/CIGARS AND OTHER ALL SOLD IN ONE SPACE.
- Legal description (omit if street address is given above): _____
- (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? _____

OK

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
COMPLETED AS NOT KNOWN IF REQUIRED (DIFFERS)
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03/02/21 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>Shovick, Meribeth L</u>	Title/Member <u>Member</u>	Date <u>3/29/2021</u>
Signature <u>[Signature]</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>Mar 29, 2021</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)
SHOVICK	MERIBETH	LYNN

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

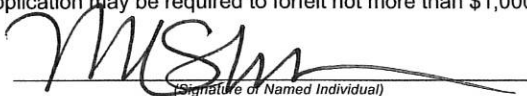
which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 49
- 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)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SELF	N4571 Cty Rd E, Hustisford	07/01/2016	08/01/2019
Employer's Name	Employer's Address	Employed From	To
SELF	851A S Silver Lake St, Ocon	08/01/2019	09/25/2020

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


(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 SPIRITED MB, 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

DBA: PARLEY CIGARS, SPIRITS & CRAFT BEER

(Trade Name)

located at 830 W. MAIN STREET STE E, LAKE GENEVA, WI 53147

appoints MERIBETH LYNN SHOVIK

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

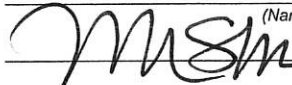
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 49 YEARS

Place of residence last year

For: SPIRITED MB, LLC

(Name of Corporation / Organization / Limited Liability Company)

By:



(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, MERIBETH LYNN SHOVIK, 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.



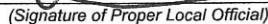
3-29-2021

Agent's age 49

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 4-2-21 by
(Date)


(Signature of Proper Local Official)

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



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Meribeth Shovick

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
03/26/2021



Expiration Date
03/26/2023



Certificate #
WI-00590426

A handwritten signature in black ink, appearing to read 'Sarah M. Shovick'.

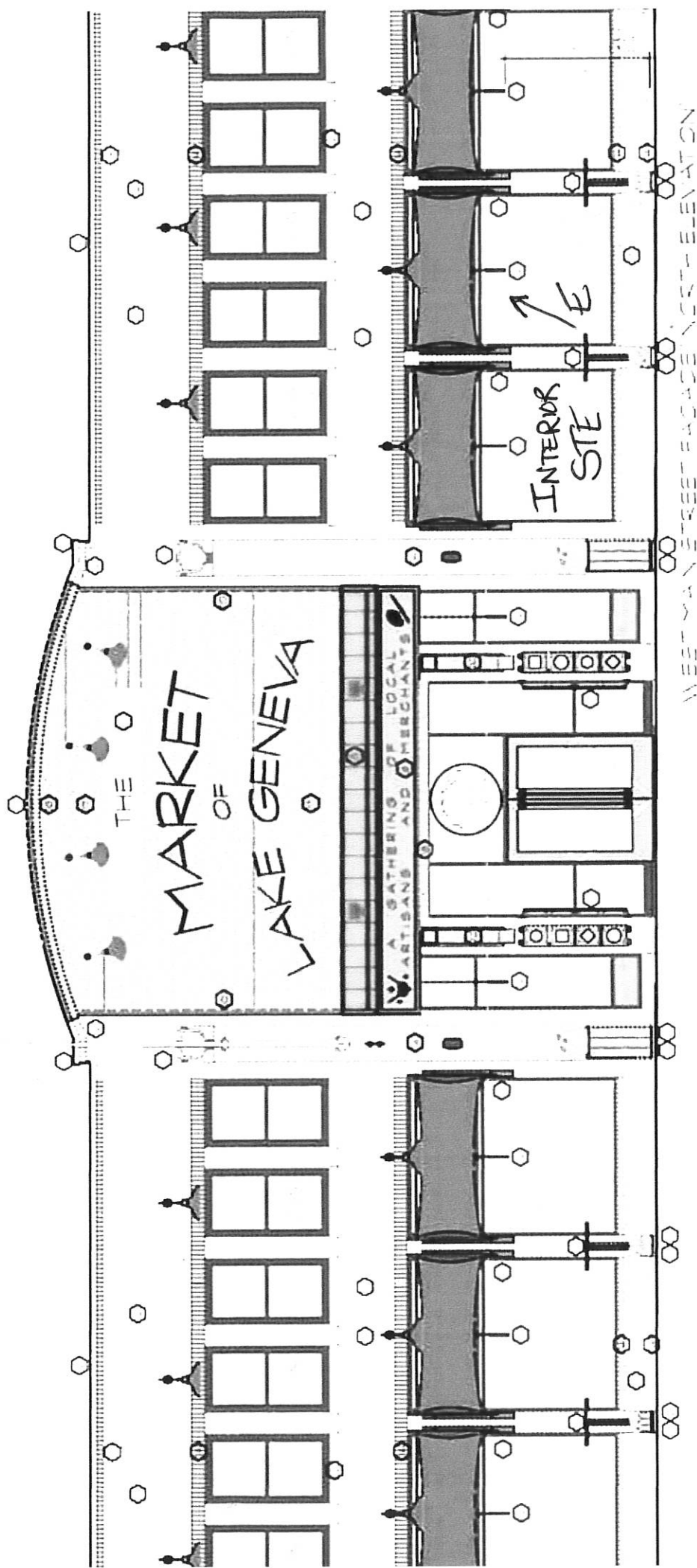
Official Signature

This certificate is non-transfereable and represents the successful completion of an approved

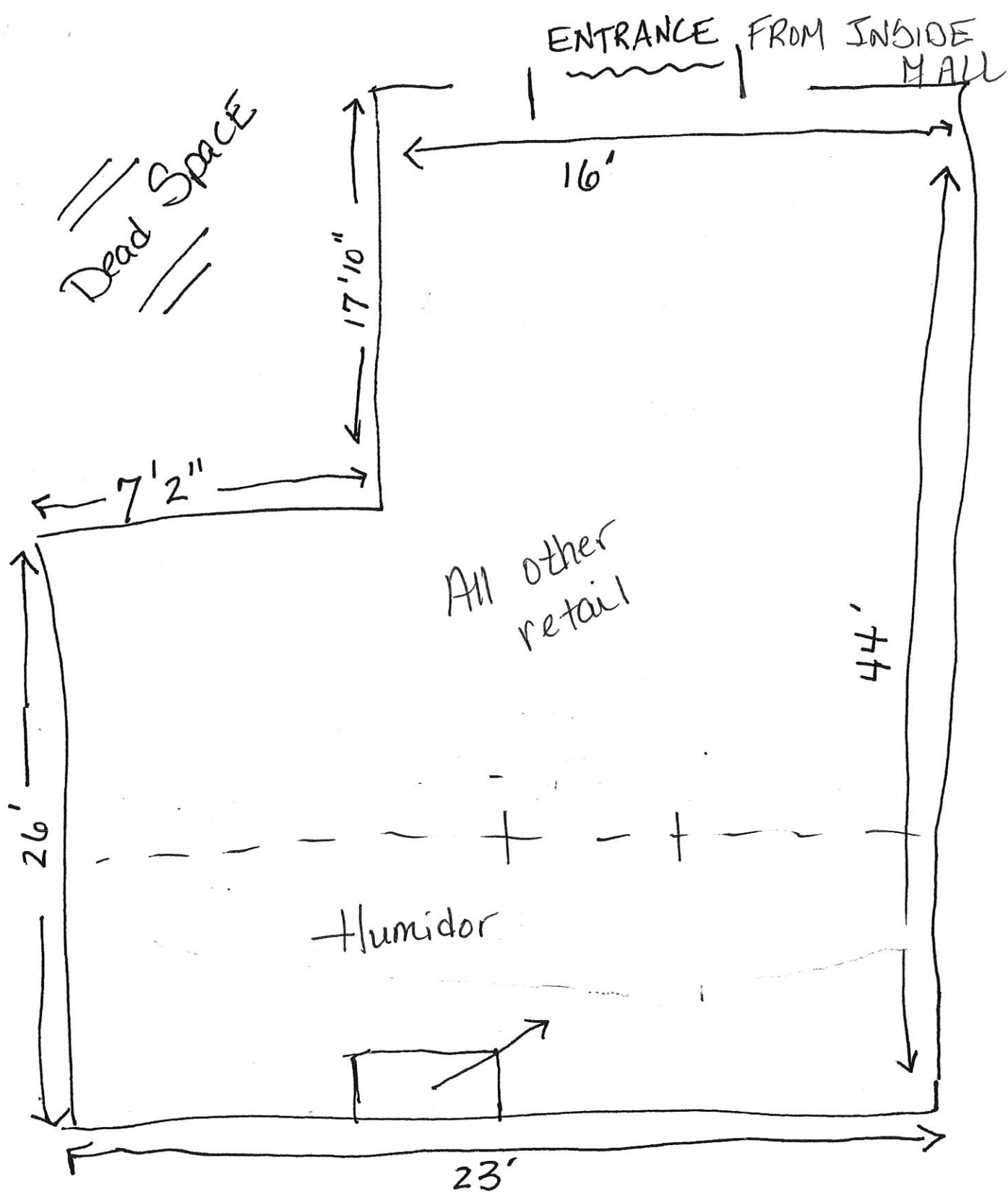
Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)a5., 125.17(6), and 134.66(2m), Wis. Stats.

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Map ~
Premises



830 W. Main St. Suite E
Lake Geneva, WI 53147



$$\begin{array}{rcl}
 \text{Total Square Feet} & = & 1012' \\
 \text{Dead Space} & & (120) \\
 \hline
 & \approx & 892 \text{ sq}'
 \end{array}$$

pretty close

* ESTIMATE

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06/30/2022
(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>456-1030526420-02</u>	
FEIN Number <u>85-4338268</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100-</u>
☒ 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>225-</u> <i>pd 2/2/21</i>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Poke Partners 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>Schutz</u>	(First) <u>Karen</u>	(Middle Name) <u>Elizabeth</u>
Vice President / Member Last Name <u>Bernicchi</u>	(First) <u>Joshua</u>	(Middle Name) <u>DAVID</u>
Secretary / Member Last Name	(First)	(Middle Name)
Treasurer / Member Last Name	(First)	(Middle Name)
Agent Last Name <u>Vonasten</u>	(First) <u>Madelin</u>	(Middle Name) <u>C.</u>
Directors / Managers Last Name	(First)	(Middle Name)

1. Trade Name Wicked Poke Hut Business Phone Number 262.812.8041
2. Address of Premises 120/122 Broad St Post Office & Zip Code 53147

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

120/122 Broad Street is approx 1800 SF
The alcoholic beverages will be stored in
a locked room located at 122 Broad Street.
While the business is open,

4. Legal description (omit if street address is given above): 120/122 Broad St, Lk Geneva, WI

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. Per instructions we as owners & agent need to complete responsible beverage training course
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 IL and date 12.17.20 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>Karen Schutz</u>	Title/Member <u>Dutier</u>	Date <u>March 8, 21</u>
Signature <u>Karen Schutz</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4 Mar 23, 2021</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)
Vonasten Madelin Christine

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.

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

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

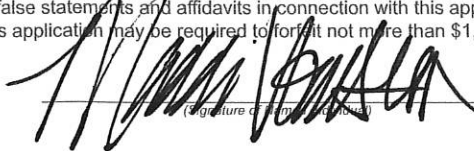
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location 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 <u>Broken Spoke</u>	Employer's Address <u>332 Fellows Rd Genoa City</u>	Employed From <u>Sept 2020</u>	To <u>Jan 2021</u>
Employer's Name <u>Corner Bar</u>	Employer's Address <u>210 Milwaukee Johnson Creek</u>	Employed From <u>2018</u>	To <u>2021</u>

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


(Signature of Applicant)

Serving Alcohol

is proud to present this certificate to

Madelin VonAsten

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code
kzGsvmFN9i

Date Issued
Oct 7th, 2019

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Madelin VonAsten

Certification Date: Oct 7th, 2019

Certificate Code: kzGsvmFN9i

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Josh

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)	(last name)	(first name)	(middle name)
	Bernicchi	Joshua	David

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.
- ☐ owner of Poke Partners LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

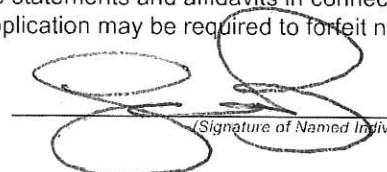
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? Live in Illinois
- 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>US Foods</u>	Employer's Address <u>800 Supreme Dr. Bensenville, IL</u>	Employed From <u>2016</u>	To <u>2018</u>
Employer's Name <u>Performance Food Group</u>	Employer's Address <u>5030 Baseline Rd. Montgomery, IL</u>	Employed From <u>2014</u>	To <u>2016</u>

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


(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)
Schutz Karen Elizabeth

☐ Applying for an alcohol beverage license as an individual.

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

☐ Owner of Poke Partners 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:

1. How long have you continuously resided in Wisconsin prior to this date? 11a

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)

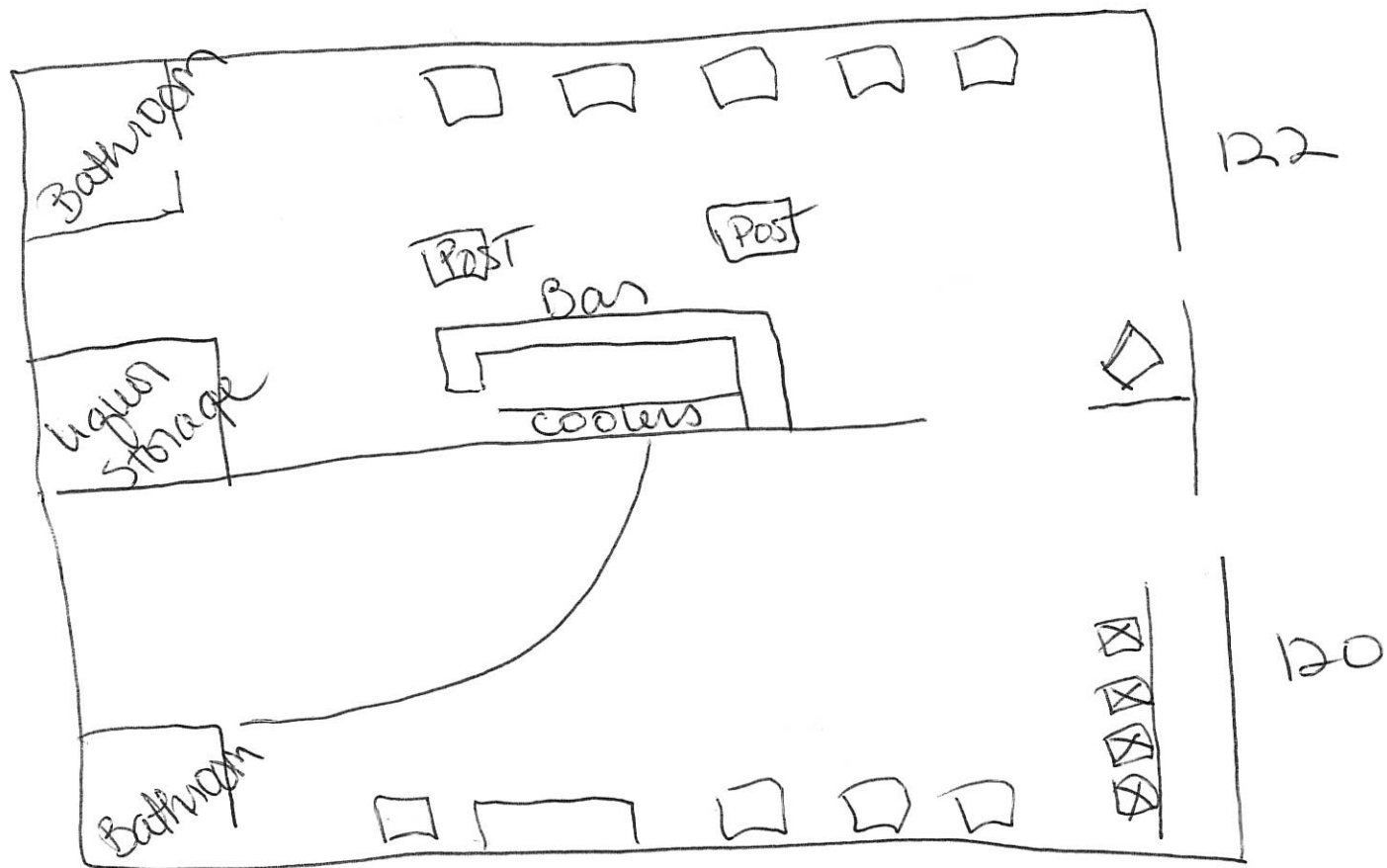
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State 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
Tap House Grill	56 W. Wilson, Palatine	7-2014	7-2020
Buffalo Wild Wings	Schaumburg, Ill	1-2012	6-2014

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.

Karen Schutz
(Signature of Named Individual)



Wicked Pore Hut

☒ = chairs
☐ = Tables



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0520232016

POKEPARTNERS LLC

Wisconsin Department of Revenue Seller's Permit

Legal/real name: POKEPARTNERS LLC
Business name: WICKED POKE HUT
120 Broad St
Lake Geneva WI 53147-2002

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type

Sales & Use Tax

Account Type

Seller's Permit

Account Number

456-1030526420-02

CITY OF LAKE GENEVA
CITY ATTORNEY CURRENT/PROPOSED SALARY RANGE

	Current Salary	Full-Time Annualized	Hours
60% Position (2080 hours times 60%)	\$ 72,793.50	\$ 121,322.50	1,248.00
70% Position (2080 hours times 70%)	\$ 84,925.75	\$ 121,322.50	1,456.00
80% Position (2080 hours times 80%)	\$ 97,058.00	\$ 121,322.50	1,664.00
	\$ 121,322.50	\$ 121,322.50	122,322.50
	60%	70%	80%
	\$ 72,793.50	\$ 84,925.75	\$ 97,858.00

Hours Worked:

2020	1,467.00
2019	1,500.00
2019	1,316.00
2017	1,297.00

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 04/07/2021,04/14/2021

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
04/07/2021	75943	2046	ALLIANT ENERGY	18,053.57
04/07/2021	75944	6093	INGRAM LIBRARY SERVICES	.00 V
04/07/2021	75945	2977	MIDWEST TAPE	286.39
04/07/2021	75946	6105	THE SWEENEY GROUP	4,000.00
04/07/2021	75947	2556	TOWN OF GENEVA	189.25
04/07/2021	75948	2424	DUNN LUMBER	14.99
04/07/2021	75949	5709	FEH DESIGN	6,417.50
04/07/2021	75950	6144	NEUMAN FAMILY TRUST	501.00
04/14/2021	76069	5770	AT & T TELECONFERENCE SERVICES	150.14
04/14/2021	76070	2108	AT&T LONG DISTANCE	45.73
04/14/2021	76071	2138	BAKER & TAYLOR	3,289.28
04/14/2021	76072	5172	BAYSCAN TECHNOLOGIES	174.00
04/14/2021	76073	2424	DUNN LUMBER	50.93
04/14/2021	76074	2499	FINDAWAY WORLD LLC	6,500.00
04/14/2021	76075	3775	GENEVA LAKES CARPET CLEANING	200.00
04/14/2021	76076	6093	INGRAM LIBRARY SERVICES	185.55
04/14/2021	76077	5659	MSI GENERAL CORPORATION	1,105,351.60
04/14/2021	76078	5535	SPRINT	804.65
04/14/2021	76079	4770	TOMMI'S GARDEN BLOOMS	250.00
04/14/2021	76080	5874	UNIQUE	304.30
04/14/2021	76081	5001	VERIZON WIRELESS	38.01
04/14/2021	76082	5071	WE ENERGIES	388.44
04/14/2021	76083	2564	GENEVA UPHOLSTERING CORP	152.47
04/14/2021	76084	4918	TIME WARNER CABLE	169.97
04/14/2021	76085	5001	VERIZON WIRELESS	386.81
04/14/2021	76086	5001	VERIZON WIRELESS	1,111.81
Grand Totals:				1,149,016.39

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-13910	1,002.00	501.00-	501.00
11-00-00-21100	501.00	19,266.97-	18,765.97-
11-00-00-41212	189.25	.00	189.25
11-10-00-55000	150.14	.00	150.14
11-12-00-52210	.03	.00	.03
11-16-10-52210	2.00	.00	2.00
11-16-10-52220	2,986.93	.00	2,986.93
11-21-00-52210	1,112.20	.00	1,112.20
11-21-00-52220	45.08	.00	45.08
11-22-00-52210	499.10	.00	499.10
11-22-00-52220	1,184.54	.00	1,184.54
11-22-00-58000	152.47	.00	152.47

GL Account	Debit	Credit	Proof
11-29-00-52210	38.01	.00	38.01
11-29-00-52220	53.88	.00	53.88
11-32-10-52210	72.51	.00	72.51
11-32-10-52220	860.16	.00	860.16
11-34-10-52220	400.49	.00	400.49
11-34-10-52230	8,573.20	.00	8,573.20
11-51-10-52220	560.56	.00	560.56
11-52-00-52220	712.28	.00	712.28
11-52-00-59220	200.97	.00	200.97
11-52-01-52220	471.17	.00	471.17
40-00-00-21100	.00	1,381.24-	1,381.24-
40-54-10-52220	270.38	.00	270.38
40-55-30-52220	1,110.86	.00	1,110.86
43-00-00-21100	.00	1,105,351.60-	1,105,351.60-
43-40-00-17012	673,282.34	.00	673,282.34
43-40-00-17014	432,069.26	.00	432,069.26
48-00-00-21100	.00	2.29-	2.29-
48-00-00-52210	2.29	.00	2.29
61-00-00-21100	.00	1.60-	1.60-
61-00-00-53110	1.60	.00	1.60
62-00-00-21100	.00	14.75-	14.75-
62-00-00-92100	14.75	.00	14.75
99-00-00-21100	.00	23,498.94-	23,498.94-
99-00-00-52160	10,417.50	.00	10,417.50
99-00-00-52210	9.84	.00	9.84
99-00-00-52220	1,011.51	.00	1,011.51
99-00-00-53320	250.00	.00	250.00
99-00-00-53500	65.92	.00	65.92
99-00-00-54100	185.55	.00	185.55
99-00-00-54110	4,789.28	.00	4,789.28
99-00-00-55000	200.00	.00	200.00
99-00-00-55100	304.30	.00	304.30
99-00-00-55110	174.00	.00	174.00
99-00-00-59000	6,091.04	.00	6,091.04
Grand Totals:	1,150,018.39	1,150,018.39-	.00

Dated: 4-20-2021Mayor: Charles KleinfCity Council: Bob WeberKen Howell
Joan Junker

City Recorder: _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 04/07/2021,04/14/2021

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "04212021","04212021A"

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

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

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ADVANCE AUTO PARTS				
719310984541	04/08/2021	OIL FILTERS	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	8.99
Total ADVANCE AUTO PARTS:				8.99
ALUMITANK INC				
S-INV010895	04/07/2021	SUCTION REDUCER-MONSOO	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	1,010.00
Total ALUMITANK INC:				1,010.00
AURORA EAP				
IN 23350	03/26/2021	2ND QTR 2021 FEE	11-10-20-51350 EAP PROGRAM	937.50
Total AURORA EAP:				937.50
BOTTS WELDING & TRK SERV INC				
672796	04/01/2021	REAR CRANK SPRING- TRK #23	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	3,364.72
672873	04/01/2021	REAR CRANK SPRING- TRK #23	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	120.72
Total BOTTS WELDING & TRK SERV INC:				3,485.44
BUMPER TO BUMPER AUTO PARTS				
662-439195	04/08/2021	WIPER BLADES	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	41.37
Total BUMPER TO BUMPER AUTO PARTS:				41.37
CDW GOVERNMENT INC				
B280514	04/02/2021	MONITOR-CH	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	217.80
B280514	04/02/2021	SSD-ROAMING LAPTOP	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	59.92
Total CDW GOVERNMENT INC:				277.72
CELEBRATIONS MANAGEMENT LLC				
TOURISM GR	04/13/2021	TOURISM GRANT OCT 2020	47-70-00-57150 PROMOTIONAL GRANT	10,000.00
Total CELEBRATIONS MANAGEMENT LLC:				10,000.00
CES				
LKG/069525	03/31/2021	CENTER ST LIGHTS	11-34-10-52610 STREET LIGHTS REPAIRS	834.98
Total CES:				834.98
CINTAS CORP				
5057742708	04/06/2021	FIRST AID SUPPLIES	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	150.33
Total CINTAS CORP:				150.33
CORNERSTONE COMMUNICATIONS, INC.				
6188	04/07/2021	SHORE-TEL PHONE-SERVER U	50-00-00-58000 MISC/COMP EQUIP PURCHASES	495.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CORNERSTONE COMMUNICATIONS, INC.:				495.00
CORREA, BROCK				
REFD 8/27/21	04/08/2021	8/27/21 CORREA-DEPOSIT	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 8/27/21	04/08/2021	8/27/21 CORREA-CANCEL FEE	40-55-10-46740 UPPER RIVIERA REVENUE	100.00-
Total CORREA, BROCK:				900.00
DUNN LUMBER				
697088	03/30/2021	THREAD SEAL,TAPE-DUNN H20	11-52-00-59500 BLDG MAINT SUPPLIES-RECREATION	5.57
697600	03/31/2021	HARDWARE-RIV GATE	40-55-20-52400 LOWER RIVIERA REPAIRS	22.68
702601	04/05/2021	ZIP TIES-ELECTION SUPPLIES	11-32-10-53990 ST DEPT MISCELLANEOUS EXP	5.19
704882	04/07/2021	HARDWARE-RIV GATE	40-55-20-52400 LOWER RIVIERA REPAIRS	12.60
704911	04/07/2021	NUTS,BOLTS-TRK #128	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	8.58
704955	04/07/2021	HARDWARE-LIONS DEN	11-52-01-53500 BLDG MAINT & REPAIR	26.51
705529	04/07/2021	PRUNERS	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	59.98
705646	04/07/2021	VALVE KIT	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	3.99
705646	04/07/2021	SANDING SHEETS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	4.49
706199	04/08/2021	SPREADER	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	19.99
706835	04/08/2021	BUCKET REPAIR-LIFT TRUCK	11-32-13-54200 TREE & BRUSH-REPAIR	19.47
707144	04/09/2021	REGALTOOLS-SHOP SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	26.58
Total DUNN LUMBER:				215.63
ELKHORN CHEMICAL CO INC				
631413	03/11/2021	TP,PAPER TOWELS,SOAP	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,805.20
Total ELKHORN CHEMICAL CO INC:				2,805.20
ELKHORN NAPA AUTO PARTS				
223381	03/17/2021	BATTERY CORE RETURN	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	60.00-
Total ELKHORN NAPA AUTO PARTS:				60.00-
FAIRWYN SB INC				
1710 STONE R	04/05/2021	1710 STONE RIDGE COURT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1730 STONE R	04/05/2021	1730 STONE RIDGE COURT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1750 STONE R	04/05/2021	1750 STONE RIDGE COURT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				10,500.00
FLAT IRON TAP				
REFD 4/14/21	04/14/2021	REFD BIZ LIC-APPL CANCEL	11-00-00-44100 LIQUOR & MALT BEVERAGE LICENSE	25.00
Total FLAT IRON TAP:				25.00
GAGE MARINE CORP				
191234	04/09/2021	WEST PIER REPAIR	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	20,887.39
191235	04/09/2021	LAUNCH REPAIR	40-52-11-52520 LAUNCH RAMP REPAIRS	733.14
191236	04/09/2021	FISHING PIER REPAIR	40-52-10-52640 BUOYS & BOAT STALLS-REPAIRS	750.65
191237	04/09/2021	SWIM PIER REPAIR	40-54-10-53620 BEACH MAINTENANCE SERVICE COS	2,389.14
191238	04/09/2021	SWIM PIER REPAIR	40-54-10-53620 BEACH MAINTENANCE SERVICE COS	2,501.87
Total GAGE MARINE CORP:				27,262.19

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GENEVA LAKE ENVIRONMENTAL AGCY				
MAY PYMT	04/07/2021	MAY PAYMENT-2021	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	6,250.00
Total GENEVA LAKE ENVIRONMENTAL AGCY:				6,250.00
GENEVA LAKE LEVEL CORPORATION				
2021	04/07/2021	2021 CONTRIBUTION	40-54-10-57350 GENEVA LAKE LEVEL CORP	4,320.00
Total GENEVA LAKE LEVEL CORPORATION:				4,320.00
GENEVA ONLINE INC				
1112717	04/01/2021	EMAIL SVC-APR	11-12-00-52210 MUNICIPAL CT TELEPHONE	2.00
Total GENEVA ONLINE INC:				2.00
GENUINE PROMOTIONS LLC				
1032	04/08/2021	(10) SAFETY VESTS	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	133.28
Total GENUINE PROMOTIONS LLC:				133.28
HE STARK AGENCY INC				
14516	03/31/2021	COLLECTION FEES-MAR	11-12-00-52140 COLLECTION FEES	6.25
Total HE STARK AGENCY INC:				6.25
ITU ABSORB TECH INC				
7669408	04/01/2021	MATS,RAGS,COVERALLS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	106.40
7669409	04/01/2021	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	122.59
M000054355	01/26/2021	MATS,MOPS-CREDIT	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	95.31-
M000054798	03/23/2021	CREDIT-MATS	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	95.31-
Total ITU ABSORB TECH INC:				38.37
JACOBS, CHAD ALLEN				
REIMB 4/7/21	04/07/2021	REIMB-JACOBS CDL	11-32-10-53990 ST DEPT MISCELLANEOUS EXP	30.60
Total JACOBS, CHAD ALLEN:				30.60
JERRY WILLKOMM INC				
276593	03/29/2021	1650.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	4,304.85
Total JERRY WILLKOMM INC:				4,304.85
JOHNS DISPOSAL SERVICE INC				
620869	04/06/2021	APR SVC	11-36-00-52940 SOLID WASTE-RESIDENTIAL	30,667.19
620869	04/06/2021	APR SVC	11-36-00-52970 SOLID WASTE-RECYCLING	16,816.44
Total JOHNS DISPOSAL SERVICE INC:				47,483.63
JOHNSON'S NURSERY				
MO-2521-1	04/19/2021	ARBOR DAY TREE	11-32-13-53460 PURCHASE OF TREES	210.00
Total JOHNSON'S NURSERY:				210.00
JP COOKE CO				
670084	04/12/2021	CAT LICENSES	11-14-30-53990 CITY CLERK MISCELLANEOUS EXP	61.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total JP COOKE CO:				61.50
KAPUR & ASSOCIATES INC				
106827	03/16/2021	2021 LG ST PROGRAM	43-32-10-17010 2020/2021 STREET IMP PROGRAM	6,082.00
106853	03/17/2021	ENG SVCS-STONERIDGE PHAS	11-00-00-13910 A/R BILL OUTS	320.56
106855	03/17/2021	ENG SVCS-SUMMERHAVEN PH	11-00-00-13910 A/R BILL OUTS	198.00
106856	03/17/2021	ENG SVCS-SYMPHONY BAY PH	11-00-00-13910 A/R BILL OUTS	14,170.48
106857	03/17/2021	ENG SVCS-BFIELD RD/TAP GR	43-52-00-53100 TAP GRANT CAPITAL PROJECTS	1,191.50
106858	03/17/2021	LG GIS REQUESTS	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	539.50
106859	03/17/2021	2021 LG ST PROGRAM	43-32-10-17010 2020/2021 STREET IMP PROGRAM	720.00
106860	03/17/2021	ENG SVCS-999 SNAKE RD	11-00-00-13910 A/R BILL OUTS	98.00
106861	03/17/2021	ENG SVCS-1344 W MAIN ST	11-00-00-13910 A/R BILL OUTS	98.00
106867	03/18/2021	2021 LG ST PRGM-SNAKE RD	43-32-10-17010 2020/2021 STREET IMP PROGRAM	1,195.50
Total KAPUR & ASSOCIATES INC:				24,613.54
LAKE GENEVA CONVENTION				
2ND QTR 2021	04/07/2021	2ND QTR 2021 PAYMENT	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	37,500.00
Total LAKE GENEVA CONVENTION:				37,500.00
LAKE GENEVA UTILITY				
16237	04/07/2021	(4) H2O SEASONAL CONNECTIO	11-52-00-52260 PARKS WATER & SEWER EXP	100.00
1710 STONE R	03/17/2021	1710 STONE RIDGE COURT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1710 STONE R	03/17/2021	1710 STONE RIDGE COURT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1730 STONE R	03/19/2021	1730 STONE RIDGE COURT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1730 STONE R	03/19/2021	1730 STONE RIDGE COURT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1750 STONE R	03/22/2021	1750 STONE RIDGE COURT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1750 STONE R	03/22/2021	1750 STONE RIDGE COURT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
325 GALLANT	03/11/2021	325 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
325 GALLANT	03/11/2021	325 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
340 BOWING	03/10/2021	340 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
340 BOWING	03/10/2021	340 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				17,875.00
LAKESIDE INTERNATIONAL LLC				
2243842P	02/12/2021	FLOOR MATS-TRK #125	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	372.56
Total LAKESIDE INTERNATIONAL LLC:				372.56
LEEDLE, JOSEPH W				
4/21 ELEC	04/05/2021	LUNCH & DINNER-APR 2021 EL	11-14-30-51900 POLL WORKERS FEES	240.00
Total LEEDLE, JOSEPH W:				240.00
LEONARD, BEVERLY				
REIMB 4/12/21	04/21/2021	PURPLE MARTIN HSE-SUPPLIE	11-70-00-57800 AVIAN COMMITTEE EXPENSES	75.78
Total LEONARD, BEVERLY:				75.78
MCCLOUD AQUATICS				
31984-21	04/01/2021	WEED TREATMENTS-POND/LA	40-54-10-52640 LAKE SPRAYING	2,300.00
Total MCCLOUD AQUATICS:				2,300.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
MKCELLULAR INC				
MKCLGIN1699	02/09/2021	CELL PHONE-CODE ENFORCE	11-24-00-52620 TELEPHONE EXPENSE	94.98
MKCLGIN1699	02/09/2021	PHONE COVER-WASWO	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	12.32
Total MKCELLULAR INC:				107.30
NYQUIST ENGINEERING				
1249	04/10/2021	1ST QTR IT SVCS	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	4,800.00
1249	04/10/2021	1ST QTR IT SVCS	11-10-00-55000 COVID-19 EXPENDITURES	1,775.00
Total NYQUIST ENGINEERING:				6,575.00
OFFICE DEPOT				
160963553002	04/01/2021	DYMO PRINTER-HARBORMAST	40-54-10-53100 BEACH OFFICE SUPPLIES	197.97
166289697001	03/31/2021	COPY PAPER	42-34-50-53100 OFFICE SUPPLIES	30.78
166289697001	03/31/2021	COPY PAP,POST ITS,FILE FOLD	11-16-10-53100 CITY HALL OFFICE SUPPLIES	180.96
Total OFFICE DEPOT:				409.71
OTTER SALES & SERVICE INC				
BUR-1031116	04/12/2021	BLADES-RHINO MOWER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	185.38
BUR-1031117	04/12/2021	WHEELS-RHINO MOWER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	300.00
Total OTTER SALES & SERVICE INC:				485.38
PAL STEEL COMPANY INC				
22191	04/13/2021	1 1/2' OD STEEL TUBE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	58.32
Total PAL STEEL COMPANY INC:				58.32
REINDERS INC				
1871790-00	04/01/2021	WHEELS-BLADE SHARPENER	11-52-00-53990 PARKS MISCELLANEOUS EXPENSES	99.67
Total REINDERS INC:				99.67
RHYME BUSINESS PRODUCTS				
29059341	04/01/2021	TASKALFA 3011I-MAR	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	125.15
29059341	04/01/2021	TASKALFA 3011I-FEB	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	184.36
AR452888	03/30/2021	M3550IDN-APR	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	26.00
AR452889	03/30/2021	SHARP-MAR COLOR	11-16-10-53100 CITY HALL OFFICE SUPPLIES	276.42
AR452889	03/30/2021	SHARP-MAR B&W	11-16-10-53100 CITY HALL OFFICE SUPPLIES	22.92
Total RHYME BUSINESS PRODUCTS:				634.85
ROTE OIL COMPANY				
21091000010	04/01/2021	211.7 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	465.52
2109100009	04/01/2021	489.3 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,227.66
2109800208	04/08/2021	279.12 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	700.32
Total ROTE OIL COMPANY:				2,393.50
RUSSELL CESCHI INSPECTIONS LLC				
MAR 2021	03/01/2021	COMM ELECTRIC INSP-MAR 20	11-24-00-52190 CONTRACT BUILDING INSPECTOR	770.00
Total RUSSELL CESCHI INSPECTIONS LLC:				770.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
SHERWIN-WILLIAMS COMPANY				
6722-7	03/25/2021	FLOOR PAINT	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	550.11
7443-9	04/13/2021	STRIPING PAINT	11-34-10-53700 MARKING PAINT	5,165.43
Total SHERWIN-WILLIAMS COMPANY:				5,715.54
SIGNATURE SIGNS LLC				
5648	04/05/2021	LETTERING-NEW VAN	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	360.00
Total SIGNATURE SIGNS LLC:				360.00
STAFFORD ROSENBAUM LLP				
1250486	03/24/2021	OUTSIDE ATTY FEES	11-13-10-52140 OUTSIDE ATTORNEYS FEES	625.00
Total STAFFORD ROSENBAUM LLP:				625.00
STEPHANIE LYNN LAKE GENEVA LLC				
MAY 2021	04/13/2021	EVENTS COORD-RIVIERA-MAY	47-00-00-57210 EVENTS COORDINATOR	2,666.00
MAY 2021	04/13/2021	EVENTS COORD-RIVIERA-MAY	47-00-00-57212 EVENTS COORDINATOR-RIVIERA	2,666.00
Total STEPHANIE LYNN LAKE GENEVA LLC:				5,332.00
TOTAL PARKING SOLUTIONS INC				
105245	04/12/2021	NEW BEACH MACHINES	42-34-50-58700 OUTLAY-PARKING	32,787.00
105272	04/15/2021	CMS MONITORING-MAY	42-34-50-54500 SUPPORT CONTRACTS	3,250.00
TOTAL PARKING SOLUTIONS INC:				36,037.00
TRIPP, BRITTANY				
REFD 4/13/21	04/13/2021	REFD BIZ LIC-CANCEL	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	25.00
Total TRIPP, BRITTANY:				25.00
UNITED PUBLIC SAFETY INC				
UPS00046815	03/31/2021	AUTO OWNER LOOKUPS-MAR	42-34-50-54500 SUPPORT CONTRACTS	372.50
Total UNITED PUBLIC SAFETY INC:				372.50
VANDEWALLE & ASSOCIATES INC				
202103034	03/19/2021	PLAN COMMISSION TRAINING	11-69-30-53320 PLAN COMMISSION CONF & SCHOOLS	1,379.00
202103034	03/19/2021	TAP GRANT	43-52-00-53100 TAP GRANT CAPITAL PROJECTS	1,983.76
202103034	03/19/2021	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	3,100.00
202103034	03/19/2021	CITY ZONING	11-69-30-52180 ZONING CODES	535.50
Total VANDEWALLE & ASSOCIATES INC:				6,998.26
VERMEER WISCONSIN INC				
517590	04/05/2021	TEETH POCKETS-TREES	11-32-13-54200 TREE & BRUSH-REPAIR	146.26
Total VERMEER WISCONSIN INC:				146.26
WISCONN VALLEY MEDIA GROUP				
55555	11/05/2020	LN-11/12/20 CONCIL MINUTES	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	217.63
65048	04/08/2021	LN-CUP 304 WELLS/421 BAKER	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	48.76
66286	04/08/2021	LN-CUP 1622 EVERGREEN LN	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	48.76
66410	04/08/2021	LN-CUP 1626 EVERGREEN LN	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	49.98

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total WISCONN VALLEY MEDIA GROUP:				365.13
WITTE SUPPLY COMPANY				
104642	04/01/2021	TOP SOIL-10 YDS	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	255.00
105088	04/08/2021	SEED/FERTILIZER-TREES	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	303.00
105221	04/12/2021	3 YDS TOP SOIL-STUMPS	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	76.50
105256	04/12/2021	3 YDS TOP SOIL-STUMPS	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	76.50
105327	04/13/2021	3 YDS TOP SOIL-STUMPS	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	76.50
Total WITTE SUPPLY COMPANY:				787.50
YMCA				
MAY/JUN 2021	04/07/2021	MAY/JUNE PAYMENT	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	9,180.00
Total YMCA:				9,180.00
ZARNOTH BRUSH WORKS INC				
0184156-IN	03/30/2021	BROOMS-STREET SWEEPER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	3,516.00
Total ZARNOTH BRUSH WORKS INC:				3,516.00
Grand Totals:				285,700.63

Dated: 4-20-2021Mayor: Charles KleinCity Council: Bob SchuchmanTom HornoffJoan Junker

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "04212021","04212021A"

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

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

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 10

Applicant:

Marvin & Irene Humphrey Trust
W3310 McDonald Rd
Lake Geneva, WI 53147

Request: ETZ - CSM review in the Town of Geneva creating 1 additional lot from Tax Key No. JG3400002B

Description:

This request is to approve an Extraterritorial Zoning review of a Certified Survey Map (CSM) by creating 1 buildable lot located in the Town of Geneva at Tax Key No. JG3400002B.

This request is to approve the proposed Certified Survey Map Job No. 2019.0132.01 for the property located on McDonald Rd. The land separation will create an additional buildable lot with this request.

The newly created lot will have an area of 174,240 square feet (4.0 acres).
This request has already been approved by the Town of Geneva.

The parcel included in this request does not currently have any buildings on the property.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed (CSM)

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

- Provide the Common Council with a *recommendation* regarding the proposed CSM review.

Staff Recommendation on the proposed

1. Staff recommends that the Plan Commission recommend *approval* of the Certified Survey Map (CSM): as submitted, subject to approval Walworth County Land Use Zoning.

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Marvin + Irene Humphrey, Trust
W 3310 McDonald Rd
Lake Geneva WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (414) 491-0936

OWNER SIGNATURE: Marvin R. Humphrey

EMAIL ADDRESS: none

PROJECT ADDRESS W 3310 McDonald Rd TAX KEY NUMBER: J.G. 3400002B

NAME AND ADDRESS OF APPLICANT:

Joseph + Elizabeth Doyle
1425 Rock Ridge Lane
Lake Geneva WI 53147

TELEPHONE NUMBER OF APPLICANT: (414) 526-9510

EMAIL ADDRESS: jdoyle@archmi.com

NAME AND ADDRESS OF SURVEYOR:

Mark Madsen
1458 Horizon Blvd Ste. 200
Racine WI 53406

TELEPHONE NUMBER OF SURVEYOR: (262) 634-5588

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Division of Parcel number J.G. 3400002B (9.235 Acres)
to be divided into 2 parcels 1 new parcel of 4 Acres and
the remaining 5.235 Acres staying with the Humphrey Trust.

SUBMITTAL CHECKLIST

X

LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.

X

SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.

X

CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.

X

PROVIDE 5 FULL SETS AND 20 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.

X

PROVIDE AN ELECTRONIC COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

I AM AWARE THAT THE CITY OF LAKE GENEVA IS ACTIVELY ENGAGED IN THE REVIEW, APPROVAL OR DENIAL OF LAND DIVISIONS WITHIN ITS EXTRATERRITORIAL LAND DIVISION REVIEW AREA.

I UNDERSTAND THAT THE CITY OF LAKE GENEVA LAND DIVISION ORDINANCE REQUIRES THE CITY TO DENY LAND DIVISIONS WHICH CREATE NEW, BUILDABLE PARCELS OR LOTS WITHIN THE EXTRATERRITORIAL AREA WITH OVERALL DENSITY THAT EXCEEDS MORE THAN ONE DWELLING UNIT PER THIRTY-FIVE ACRES UNLESS THE CITY DETERMINES THAT THE LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

DATE

3/23/2021

SIGNATURE OF APPLICANT

[Handwritten Signature]

CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 17 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, IN THE TOWN OF GENEVA,
COUNTY OF WALWORTH AND STATE OF WISCONSIN.

WISCONSIN
MARK R. MADSEN
S-2271
RACINE,
WISCONSIN
10-7-2019

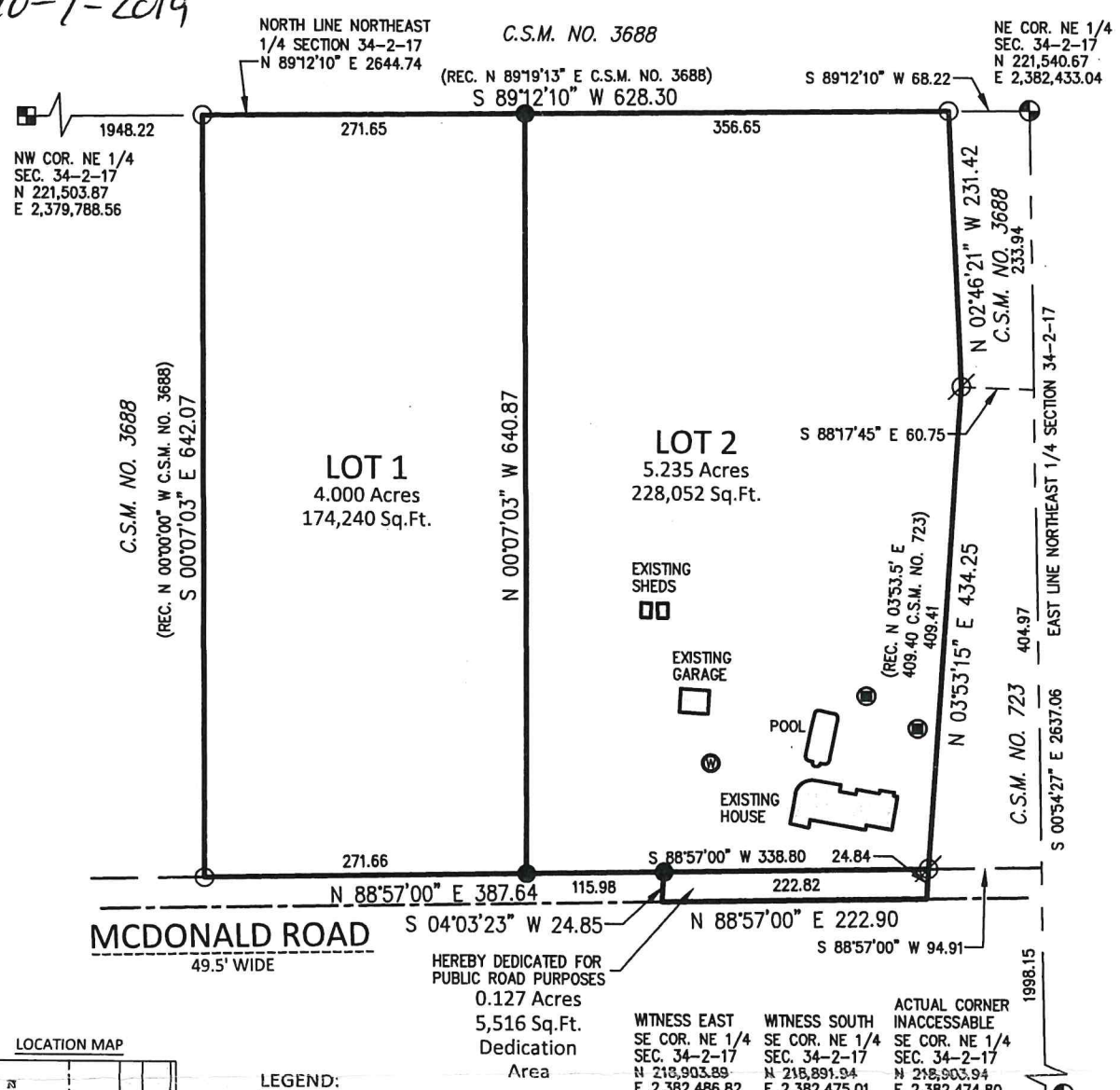


150' 0' 150'

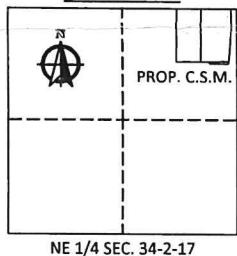


SCALE 1"=150'

RECORDING DATA



LOCATION MAP



LEGEND:

- WELL
- MISC. MANHOLE
- FOUND 1-1/4" O.D. IRON PIPE
- FOUND 1-1/2" O.D. IRON PIPE
- SET 3/4" O.D. x 18" REBAR - 1.50 LBS / LIN FT.
- FOUND CONCRETE MONUMENT W/BRASS CAP
- FOUND LIMESTONE MONUMENT W/BRASS CAP

WITNESS EAST SE COR. NE 1/4 SEC. 34-2-17 N 218,903.89 E 2,382,486.82
WITNESS SOUTH SE COR. NE 1/4 SEC. 34-2-17 N 218,891.94 E 2,382,475.01
ACTUAL CORNER INACCESSABLE SE COR. NE 1/4 SEC. 34-2-17 N 218,903.94 E 2,382,474.80

OWNER: MARVIN & IRENE HUMPHREY, TRUST
W3310 MCDONALD ROAD
LAKE GENEVA, WI. 53147

BEARINGS BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1983 / 2011. THE NORTH
LINE OF NE 1/4 OF SECTION 34-2-17
IS ASSUMED TO BEAR S 89°12'10" W.



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

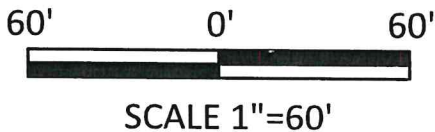
Tele: (262)634-5588 Website: www.nmbssc.net

This Instrument was drafted by Mark R. Madsen October 07, 2019

2019.0132.01
SHEET 1 OF 5 SHEETS

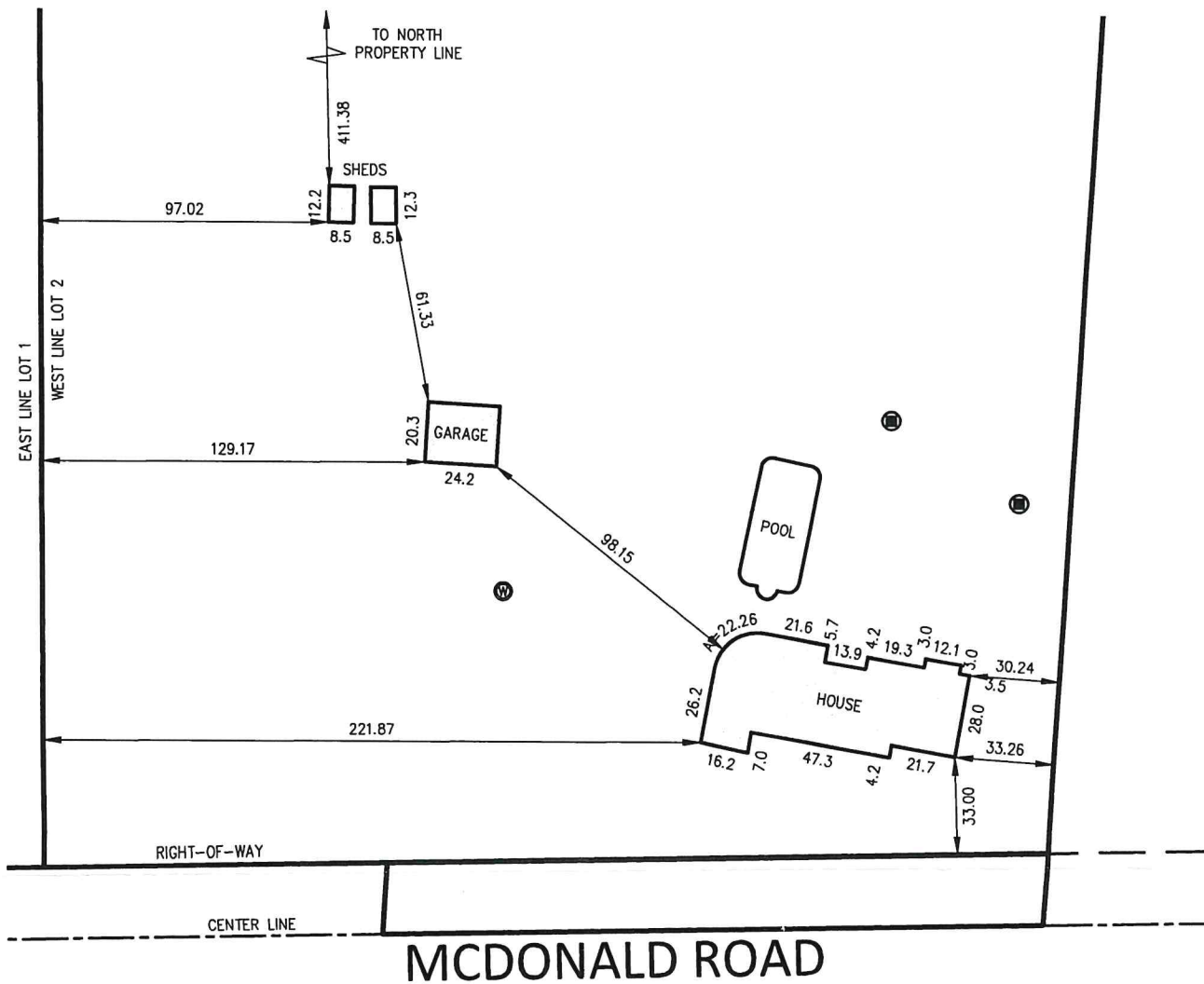
CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 17 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, IN THE TOWN OF GENEVA,
COUNTY OF WALWORTH AND STATE OF WISCONSIN.



RECORDING DATA

EXISTING BUILDING DETAILS



LEGEND:

- WELL
- MISC. MANHOLE



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 2 NORTH,
RANGE 17 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF
GENEVA, COUNTY OF WALWORTH AND STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of the Marvin and Irene Humphrey Trust; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 2 North, Range 17 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Northeast corner of the Northeast 1/4 of said Section 34; run thence S89°12'10"W, 68.22 feet along the North line of the Northeast 1/4 of said Section 34, to an East - West line of Certified Survey Map No. 3688 (C.S.M. No. 3688), a map recorded in the office of the Register of Deeds for Walworth County, Wisconsin as Document No. 600419, and to the point of beginning of this description; continue thence S89°12'10"W, 628.30 feet along the North line of the Northeast 1/4 of said Section 34 and an East - West line of said C.S.M. No. 3688 to a North - South line of said C.S.M. No. 3688; thence S00°07'03"E, 642.07 feet along a North - South line of said C.S.M. No. 3688 to the North right-of-way line of McDonald Road; thence N88°57'00"E, 387.64 feet along the North right-of-way line of said McDonald Road; thence S04°03'23"W, 24.85 feet to the center line of said McDonald Road; thence N88°57'00"E, 222.90 feet along the center line of said McDonald Road; thence N03°53'15"E, 434.25 feet and along the Westerly line of Certified Survey Map No. 723 (C.S.M. No. 723), a map recorded in the office of the Register of Deeds for Walworth County, Wisconsin as Document No. 24823, to the Northwest corner of said C.S.M. No. 723 and a North - South line of said C.S.M. No. 3688; thence N02°46'21"W, 231.42 feet along a North - South line of said C.S.M. No. 3688 to the North line of the Northeast 1/4 of said Section 34, an East - West line of said C.S.M. No. 3688 and the point of beginning of this description. Said land being in the Town of Geneva, County of Walworth and State of Wisconsin. Containing 407,808 square feet or 9.362 acres.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinances for the Town of Geneva, City of Lake Geneva and Walworth County. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

October 07, 2019



Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbasc.net

This Instrument was drafted by Mark R. Madsen October 07, 2019

2019.0132.01
SHEET 3 OF 5 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 2 NORTH,
RANGE 17 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF
GENEVA, COUNTY OF WALWORTH AND STATE OF WISCONSIN.

OWNERS' CERTIFICATE

The Marvin and Irene Humphrey Trust, as Owner, does hereby certify that it has caused the lands described on this map to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map. The Marvin and Irene Humphrey Trust also does further certify that this Certified Survey Map is required to be submitted to the the following for approval: Town of Geneva, City of Lake Geneva and Walworth County.

IN WITNESS WHEREOF the said Marvin and Irene Humphrey Trust has caused these presents to be signed at _____ Wisconsin on this _____ day of _____ 2019.

Trustee (Print and Sign Name)

STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this _____ day of _____, 2019, _____,
to me known to be the trustee who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, _____
My commission expires: _____



Mark R. Madsen
10-7-2019



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbssc.net

CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 2 NORTH,
RANGE 17 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF
GENEVA, COUNTY OF WALWORTH AND STATE OF WISCONSIN.

TOWNSHIP APPROVAL

Resolved: That the Certified Survey Map shown hereon, in the Town Geneva, Walworth County, Wisconsin.
Owner, Marvin and Irene Humphrey Trust is hereby approved by the Town of Geneva on this
14th day of October, 2019.

 Chairman T.O.G.
Joe Kopecky, Town Chairman


Debra Kirch, Town Clerk

WALWORTH COUNTY ZONING AGENCY APPROVAL

Resolved: That the Certified Survey Map shown hereon, in the County of Walworth, Wisconsin. Owner, Marvin
and Irene Humphrey Trust is hereby approved by the County of Walworth on this _____ day of
_____, 2019.

Timothy Brellenthin, Chairman

CITY OF LAKE GENEVA (EXTRITORIAL PLAT JURSDICTION)

Resolved: That the Certified Survey Map shown hereon, in the Extritorial Plat Approval Jurisdiction of the City
of Lake Geneva, Walworth County, Wisconsin. Owner, Marvin and Irene Humphrey Trust is hereby approved by
the City of Lake Geneva's Board on this _____ day of _____, 2019.

Tom Hartz, Mayor

Lana Kropf, City Clerk




10-7-2019



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Steve Garrels, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1622 Evergreen Ln. Tax Key Nos. ZLM00014 & ZLM00015.

Committee:	Plan Commission approved April 19, 2021		
Fiscal Impact:	N/A		
File Number:	21-R28	Date:	April 26, 2021

WHEREAS, the City Plan Commission has considered the application of Steve Garrels, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1622 Evergreen Ln.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on April 8, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to Steve Garrels, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1622 Evergreen Ln.,

Tax Key Nos. ZLM00014 & ZLM00015.

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

1. City Engineer review and approval of as-built drawings for installation of the rain garden shall be required.
2. A maintenance plan for the rain garden, with the elements listed in WDNR Technical Standard 1009, shall be provided to the City prior to construction.
3. Silt fence location is provided on the site grading plan. The silt fence must be properly installed prior to land disturbance and maintained throughout. A stabilized construction entrance must be utilized to access the site to prevent mud or debris being tracked onto Evergreen Lane. If tracking of construction debris occurs, it shall be cleaned up at the end of each day. Land disturbance shall be kept to a minimum. Restoration of the property shall take place as soon as possible after final grading.

Granted by action of the Common Council of the City of Lake Geneva this 26th day of April 2021.

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

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

Charlene Klein, Mayor Date
Attest:

Lana Kropf, City Clerk Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 8

Applicant:

Seven Garrels
1622 Evergreen Ln.
Lake Geneva WI 53147

Request:

1622 Evergreen Ln.
Conditional Use Permit for an Screen house
remodel, Deck, Swimming pool
Estate Residential – 1 (ER-1)
Tax Key No. ZLM00014 & ZLM 00015

Description:

The applicant is submitting for a Conditional Use Permit (CUP) request that will allow for the installation of a home remodel, deck, and swimming pool installation for the property located at 1622 Evergreen Ln., in the Estate Residential -1 (ER-1) zoning district and utilize the Single Family – 4 (SR-4) zoning standards. Tax Key No. ZLM000141 & ZLM00015.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance, with a recommendation to approve as submitted to include the review documents from the City Engineering firm, Kapur and Associates.

Action by the Plan Commission:

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

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

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

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

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

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

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

Staff Recommendation on the proposed Conditional Use Permit:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

Memo to the City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** April 12, 2021

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

CC: Andy Wiltberger – Seasonal Landscape Solutions
Dave Nord – City Administrator
Brenda Follensbee – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori, P.E. – Kapur & Associates, Inc.

Subject: 1622 Evergreen Lane – Grading and Rain Garden (REVISED RECOMMENDED APPROVAL)

BACKGROUND AND REQUEST:

A site development plan review was submitted for the construction of a new pool and patio area to the existing residential structure at 1622 Evergreen Lane. Permeable pavers are proposed to replace areas of existing impervious (driveway) and in areas of new construction (backyard patio). The proposed construction will result in a 706 SF increase in impervious surface on the 12,963 SF lot, totaling 40% impervious. Permeable pavers are credited as 50% pervious by area. In addition, a rain garden sized for infiltration of 100% of annual runoff volume from 1,838 SF of impervious is being proposed.

The following plans were submitted for review:

- Grading and Drainage Plan for New Pool and Patio at 1622 Evergreen Lane, prepared by Bono Consulting, Inc., Three Sheets, dated for permit issuance January 6, 2021 last revised March 25, 2021.

Comments:

Kapur has verified the proposed grading plan will maintain existing drainage patterns and rain garden design meets the requirements of WDNR Technical Standard 1009 (Rain Garden).

We recommend approval of the plan set cited above, conditional upon the following:

1. The rain garden is sized for 1,838 SF of additional impervious and the site is proposed only 706 SF of additional impervious; thus, providing additional stormwater treatment than required. Additionally, the volume of stormwater that will be infiltrated within the permeable surface area was not quantified but will also provided additional stormwater storage and treatment.
2. City Engineer review and approval of as-built drawings for installation of the rain garden shall be required.
3. A maintenance schedule for both the permeable pavers and rain garden shall be followed as indicated on the plan set.



4. Silt fence location is provided on the site grading plan. The silt fence must be properly installed prior to land disturbance and maintained throughout. A stabilized construction entrance must be utilized to access the site to prevent mud or debris being tracked onto Evergreen Lane. If tracking of construction debris occurs, it shall be cleaned up at the end of each day. Land disturbance shall be kept to a minimum. Restoration of the property shall take place as soon as possible after final grading.

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

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





APPLICATION FOR CONDITIONAL USE

1622 EVERGREEN LANE

LAKE GENEVA, WI 53147

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):
1622 Evergreen Lane, Lake Geneva Wisconsin 53147

Name and Address of Current Owner: Steve Garrels, 1622 Evergreen Lane, Lake Geneva
Wisconsin , 53147

Telephone No. with area code & Email of Current Owner: 815-276-3496
sgarrels@portebrown.com

Owner Signature: 

Name and Address of Applicant:
Steve Garrels, 1622 Evergreen Lane, Lake Geneva, Wisconsin 53147

Telephone No. with area code & Email of Applicant: 815-276-3496
sgarrels@portebrown.com

Proposed Conditional Use: 387 SF cedar deck with cable railing front with black metal balusters, a 14x16 roof structure on top of deck,

45.4 SF firepit area with permeable paver edge utilizing the SR-4 setbacks within the ER-1 zoning classification, 544 SF inground swimming pool (34x16) with a 336 SF non permeable paver pool coping

and a 661 SF permeable pool paver, 74.9 SF permeable paver walkway from driveway to patio, 307 SF permeable front sidewalk, 1,125 SF permeable paver driveway

Zoning District in which land is located: ER-1

Names and Addresses of architect, professional engineer and contractor of project:
Seasonal Landscape Solutions, Inc.
350 Braewood Dr. Algonquin, IL 60102

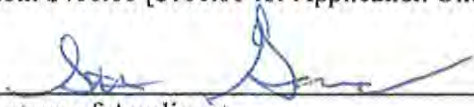
Short statement describing activities to take place on site:

Renovation of landscape to include a french drain, swale, and rain garden for storm water detention,
new permeable paver walkways and driveway, replace existing patio with permeable pavers, installation of new
inground pool with and deck with screenhouse improvements for family enjoyment

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

3/25/2021

Date


Signature of Applicant

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ **Pre-submittal staff meeting scheduled:**

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ *by:* _____

↓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ *by:* _____

↓

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

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

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

SG SG (c) **A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;**

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

SG SG (e) **Written justification for the proposed conditional use:**

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

Installing deck with roof structure, with pool and patio, firepit with patio to rear of property, a side and front walkway, and a paver driveway to upgrade from standard build practices and improve the estetics of the property. This plan also includes a french drain with a swale and rain garden to manage watershed in a sustainable manner.

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

Same

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

No

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

All concerns addressed and resolved on the plan. Additional drainage installed to maintain the desired consistancy of land use.

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

Yes

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

Yes, improvements to land will be made while installing pool, deck, paver patio, paver walkways, and paver driveway.

IV. FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 5 full scale copies in blue/line or black/line
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____
- ____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ Pre-submittal staff meeting scheduled:

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓
Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____

SG SG

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.FINAL APPLICATION PACKET INFORMATION

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

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

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

Development Review Committee (DRC) Application

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

Applicant Information

Property Address 1622 Evergreen Lane, Lake Geneva, Wisconsin 53147

Applicant name Steve Garrels

Applicant email sgarrels@portebrown.com Phone Number 815-543-1659

Architect/Contractor/Designer Name Dawn Stroup / Seasonal Landscape Solutions, Inc.

Architect/Contractor/Designer Email dawn@seasonallandscape.com Phone Number 815-543-1659

Type of Construction: New _____ Addition XXXX Remodel _____

Type of Development: Single-family XXXX Multi-family _____ Commercial _____ Industrial _____

Type of Business Contractor

Engineering

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

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

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

Water/Sewer Utilities

If an existing structure please circle the following:

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

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

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

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

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

II. Application Submittal Packet Requirements

- a) See attachments
- b) See attachments
- c) Renovation of landscape to include a French drain; swale, and rain garden for storm water detention to rear of property, new permeable paver walkways to side and front of property, new permeable driveway, replace existing patio to rear of property with permeable pavers, installation of inground pool, and install deck with screenhouse.
- d) See attachments
- e) See plans
- f) See plans and photos

(Part of Ply 4 for Applicants)

Cautionary Statement to Owners Obtaining Building Permits

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Cautionary Statement to Contractors for Projects Involving Building Built Before 1978

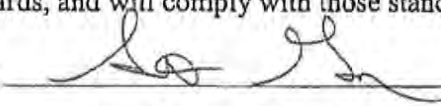
If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608)261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance.

Wetlands Notice to Permit Applicants

You are responsible for complying with state and federal laws concerning the construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the Department of Natural Resources wetlands identification web page or contact a Department of Natural Resources service center.

Additional Responsibilities for Owners of Projects Disturbing One or More Acre of Soil

I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management standards, and will comply with those standards.

Owner's Signature:  Date: 3/25/2021

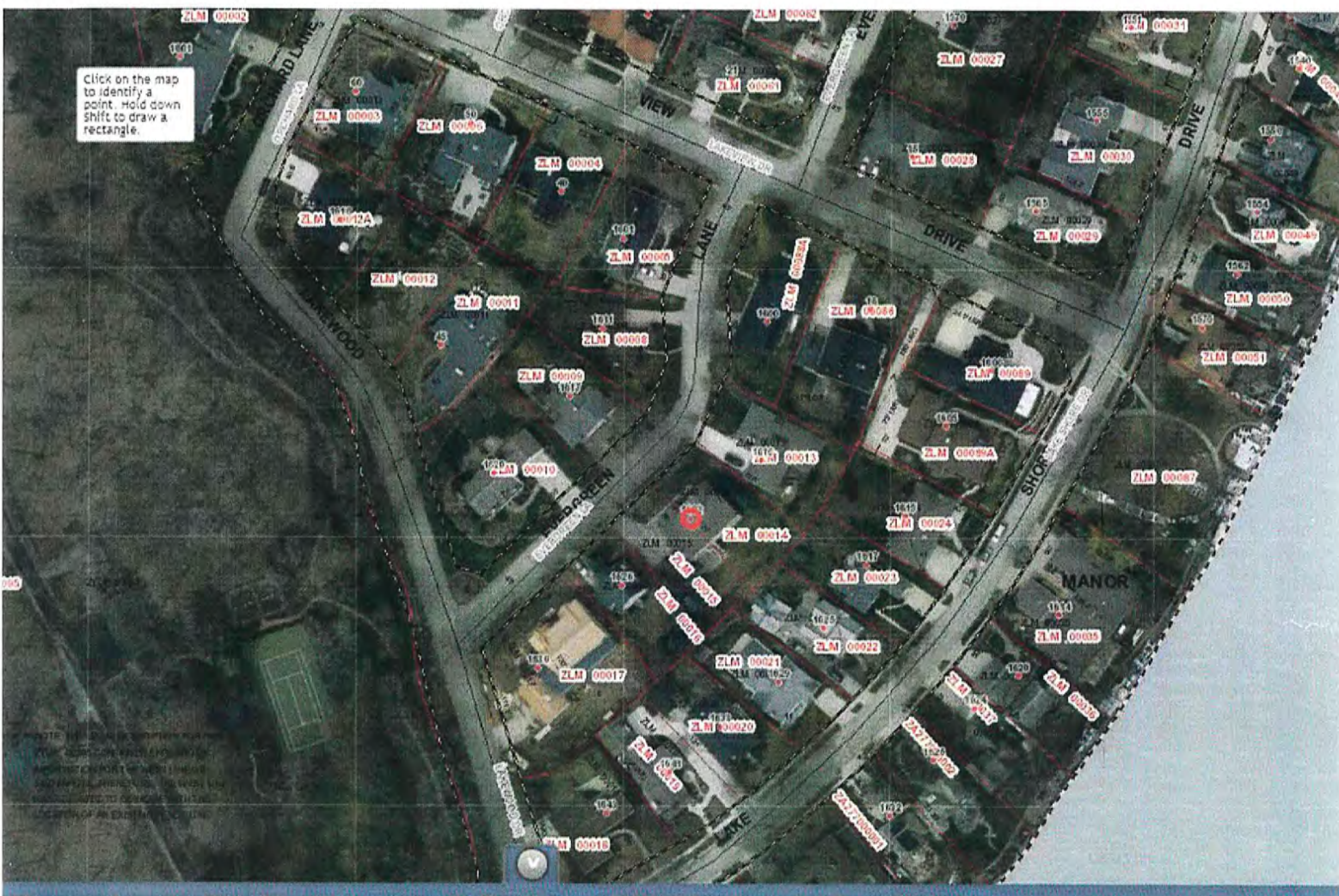
Parcel # and full legal description

Parcel No.: ZLM00014 and ZLM00015

Full Legal Description: Lots 2 and 3, Block 14 of Lake Geneva Manor Located in Part of the East ½ of Section 35, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin



Click on the map to identify a point. Hold down Shift to draw a rectangle.





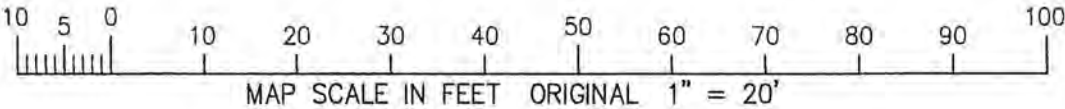
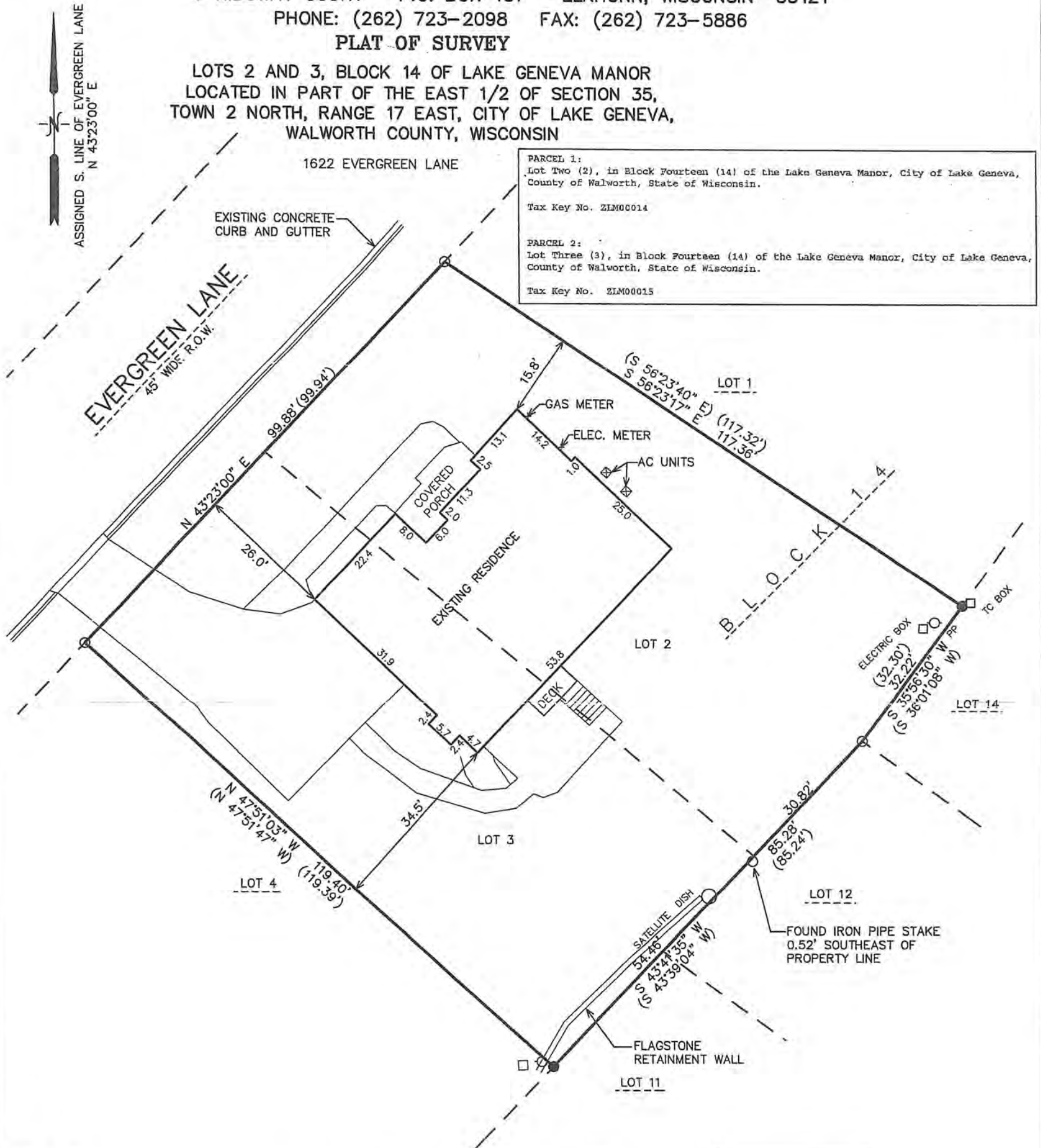
WORK ORDERED BY -
RON DEROSA
1550 HECT ROAD
BARTLETT, IL. 60103

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT - P.O. BOX 437 - ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 FAX: (262) 723-5886

PLAT OF SURVEY

LOTS 2 AND 3, BLOCK 14 OF LAKE GENEVA MANOR
LOCATED IN PART OF THE EAST 1/2 OF SECTION 35,
TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN



TOTAL AREA
12,963 S.F.
0.30 AC.

NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK PRODUCT.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES, AND DIMENSIONS OF ALL PRINCIPLE BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED: JUNE 9, 2015

PETER S. GORDON P.L.S. 2101

LEGEND
○ = FOUND IRON PIPE STAKE
● = FOUND IRON REBAR STAKE
(XXX) = RECORDED AS

PROJECT: 7072.15
DATE: 06-09-2015
SHEET 1 OF 1

SITE BENCHMARK IS CUT CROSS ON TOP OF SOUTH CURB AT APPROXIMATELY WEST PROPERTY LINE EXTENDED, ELEV. 879.16, REFERENCE BM IS NGS BM 1967 ELEV. 958.86 NAVD 88.

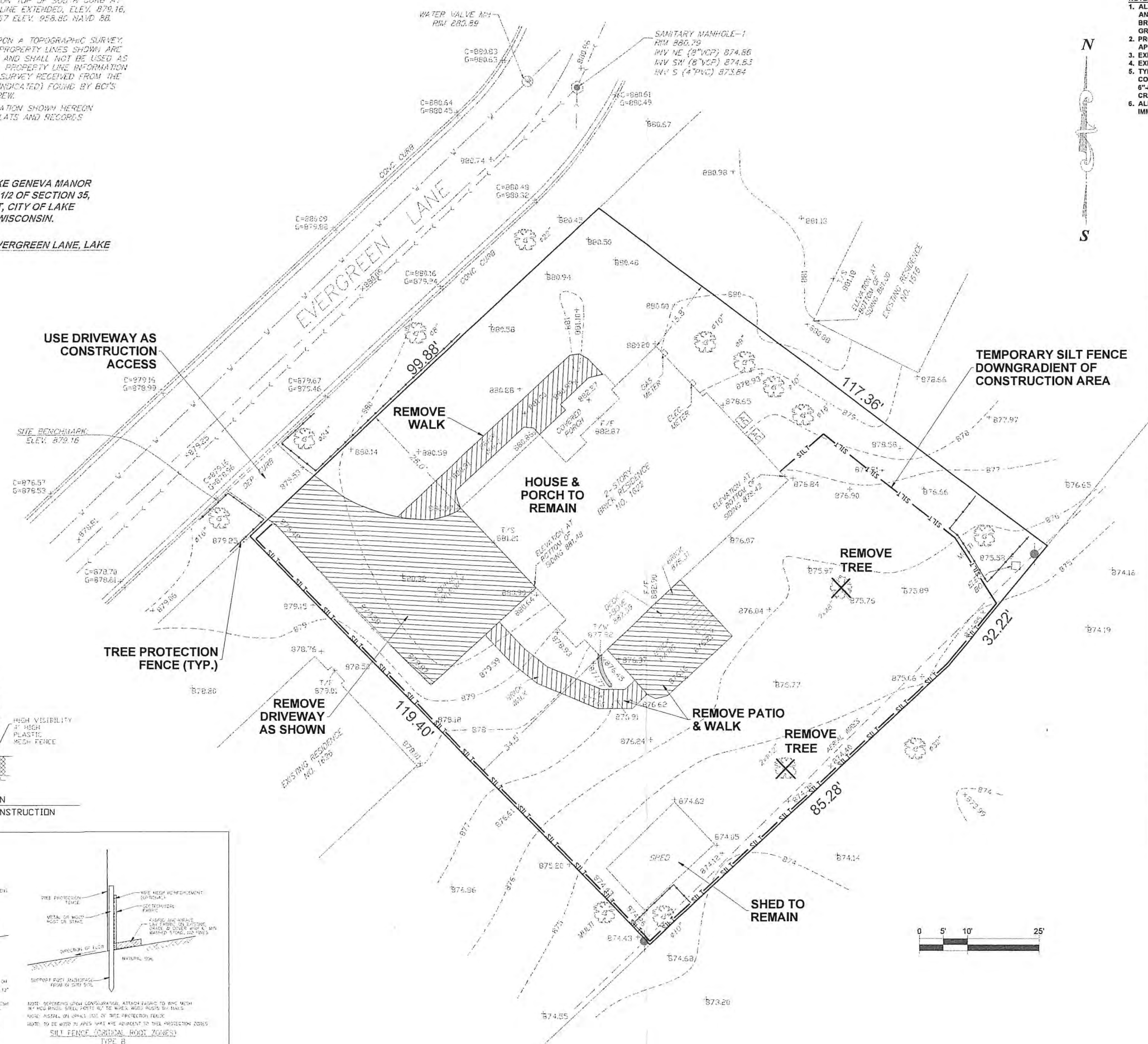
NOTE:
EXISTING CONDITIONS ARE BASED UPON A TOPOGRAPHIC SURVEY. THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE USED AS A BASIS FOR CONSTRUCTION LAYOUT. PROPERTY LINE INFORMATION SHOWN IS BASED ON THE PLAT OF SURVEY RECEIVED FROM THE OWNER AND ANY IRON PIPES (AS INDICATED) FOUND BY BCI'S SURVEY CREW.

PROPERTY BOUNDARY INFORMATION SHOWN HEREON IS TAKEN FROM OFFICIAL PLATS AND RECORDS.

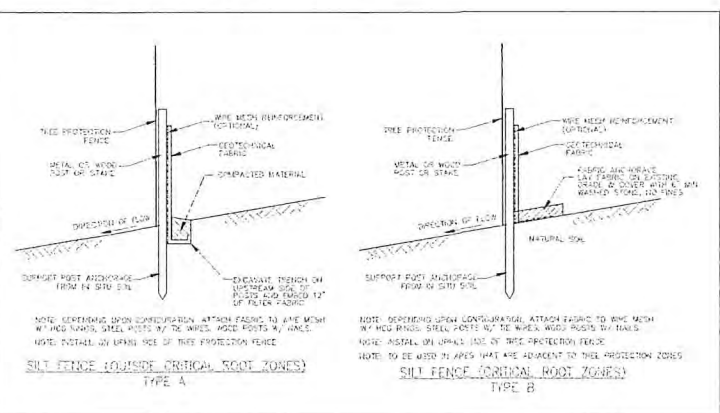
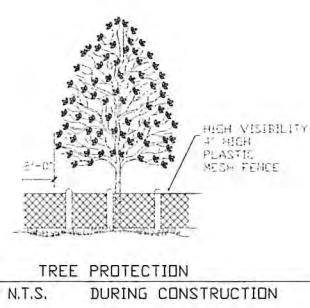
LEGAL DESCRIPTION:

LOTS 2 AND 3, BLOCK 14 OF LAKE GENEVA MANOR LOCATED IN PART OF THE EAST 1/2 OF SECTION 35, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

COMMONLY KNOWN AS: 1622 EVERGREEN LANE, LAKE GENEVA, WISCONSIN



- LEGEND
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING ELEVATION
 - PROPOSED ELEVATION
 - EXISTING SURVEY
 - COMBINATION SCALE
 - PROPOSED SANITARY SEWER
 - PROPOSED COMBINATION SEWER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - PROPOSED PERFORATED PIPE
 - EXISTING WATERMAIN
 - PROPOSED WATERMAIN
 - EXISTING GAS LINE
 - EXISTING UNDERGROUND ELECTRIC
 - EXISTING UNDERGROUND TELEPHONE
 - EXISTING UNDERGROUND CABLE
 - EXISTING TREE
 - REMOVE TREE
 - TEMPORARY TREE PRIDE
 - TEMPORARY SILT / CONSTRUCTION FENCE
 - SUMP PUMP (PROPOSED/EXISTING)
 - ELECTRIC PUMP (PROPOSED/EXISTING)
 - DOWNSPOUT (IN-GROUND) (PROPOSED)
 - SHALE (PROPOSED)
 - OUTLET / POP-UP EXTERIOR
 - GARDEN BASIN
 - STORM MANHOLE
 - SANITARY MANHOLE
 - CLEANOUT
 - B BOX
 - WOOD UTILITY POLE
 - LIGHT POLE
 - FLARED END SECTION (FEET)
 - INLET / DRAIN
 - WATER VALVE VAULT / WATER METER
 - DRAIN
 - MANHOLE (UNCLASSIFIED)
 - FIRE HYDRANT
 - TREE TAG NO.
 - STOP LIGHT
 - GAS VALVE
 - POST FRAME
 - ANCHORING
 - RAFTERS
 - TOP OF DAMAGE SLAB
 - TOP OF FOUNDATION
 - FINISH FLOOR
 - TOP OF WALL
 - TOP OF WINDOW WELL
 - CURB AND OUTLET ELEVATIONS



- NOTES:
- ALL EROSION PROTECTION (SILT FENCE) MUST BE INSTALLED AND FUNCTIONAL PRIOR TO ANY BUILDING MATERIALS BEING BROUGHT ON SITE AND PRIOR TO ANY EXCAVATION OR GRADING OF THE SITE.
 - PROTECT EXISTING TREES >10\"/>
 - EXISTING HOUSE TO REMAIN.
 - EXISTING TOPOGRAPHY SURVEYED BY BONO CONSULTING.
 - TYPE B SILT FENCE IN CRITICAL ROOT ZONE AREAS SHALL CONSIST OF FILTER FABRIC SPREAD ACROSS THE CRZ WITH 6\"/>
 - ALL EXCAVATED MATERIALS WILL BE REMOVED FROM THE SITE IMMEDIATELY.

DATE	REVISIONS	ISSUE	PROJECT STAFF
01-06-2021		1	PROJECT MANAGER: B. BONO, P.E.
03-25-2021		2	ENGINEER: M. OLAVSON
			TECHNICIAN:

BONO CONSULTING, INC.
CIVIL ENGINEERS
PH : 847 823-3000
FAX : 847 823-3303
1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
bono@bonoconsulting.com

EXISTING TOPOGRAPHY, EROSION CONTROL, AND TREE PRESERVATION PLAN

NEW POOL & PATIO

1622 EVERGREEN LN, LAKE GENEVA, WI

COPYRIGHT: THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.: _____

BASE FILE: _____

SHEET FILE: _____

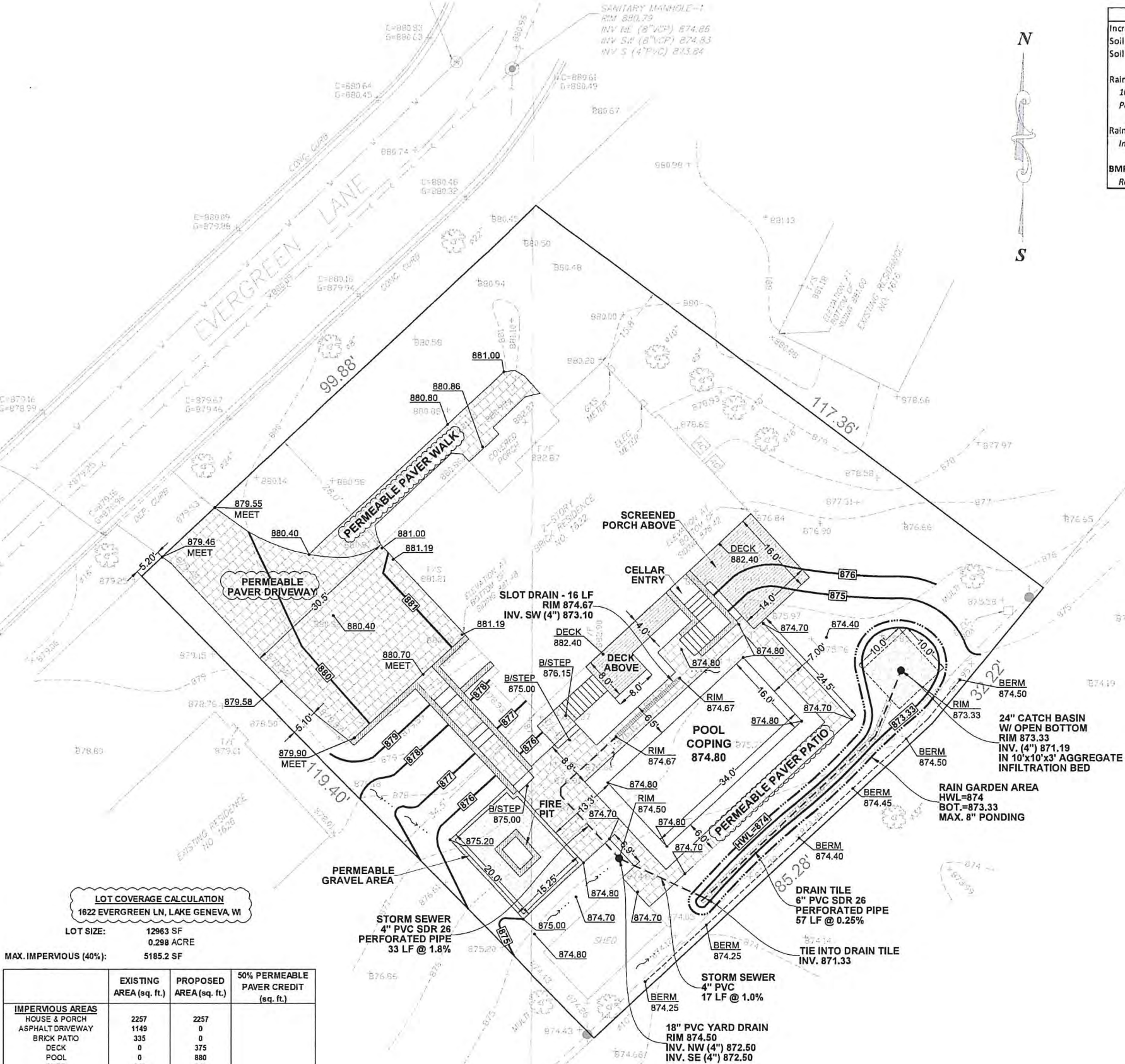
ISSUE DATE: JAN 06, 2021

SCALE: 1\"/>

BERNARD A. BONO
27589
STATE OF WISCONSIN
PROFESSIONAL ENGINEER
EXP. 11-30-21

1. REAR YARD BASINS WILL EXPERIENCE STANDING WATER DURING HEAVY RAIN EVENTS.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AS WELL AS O.S.H.A. STANDARDS.
3. SHOULD IT APPEAR THAT THE WORK COVERED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED OR EXPLAINED, AN RFI FORM SHALL BE SUBMITTED TO THE ENGINEER FOR FURTHER DRAWINGS OR EXPLANATIONS AS MAY BE NECESSARY TO CLARIFY THE POINT IN QUESTION PRIOR TO THE CONTRACT AWARD. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE A JOB COMPLETE IN EVERY RESPECT. THE CONTRACTOR IS RESPONSIBLE FOR THIS RESULT AND TO TURN OVER THE PROJECT IN COMPLETE OPERATING CONDITION, IRRESPECTIVE OF WHETHER THE CONTRACT DOCUMENTS COVER EVERY INDIVIDUAL ITEM IN MINUTE DETAIL.

1. PROPOSED ELEVATIONS ARE TOP OF SOD, FINISHED DIRT GRADE IN LAWN AREAS SHALL BE 2" BELOW TOP OF SOD.
2. CONTRACTOR TO PROMPTLY REMOVE ANY EXCAVATED MATERIAL NOT REQUIRED FOR SITE BACKFILL.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS, ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE VILLAGE AND THE OWNER, OR REPLACED.
4. ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND GENERAL PUBLIC SAFETY.
5. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY SOIL TRACKED ONTO THE ROAD AT THE END OF EACH DAY.
6. BONO CONSULTING INC. IS NOT LIABLE FOR CONSTRUCTION SITE SAFETY.
7. CONTRACTOR IS RESPONSIBLE FOR COMPARING ENGINEER'S PLAN TO LANDSCAPE AND POOL PLANS, ANY DISCREPANCIES MUST BE CLARIFIED BY THE ENGINEER PRIOR TO CONSTRUCTION.



LOT COVERAGE CALCULATION 1622 EVERGREEN LN, LAKE GENEVA, WI			
LOT SIZE:		12963 SF 0.298 ACRES	
MAX. IMPERVIOUS (40%):		5185.2 SF	
	EXISTING AREA (sq. ft.)	PROPOSED AREA (sq. ft.)	50% PERMEABLE PAVER CREDIT (sq. ft.)
<u>IMPERVIOUS AREAS</u>			
HOUSE & PORCH	2257	2257	
ASPHALT DRIVEWAY	1149	0	
BRICK PATIO	335	0	
DECK	0	375	
POOL	0	880	
SHED	240	240	
WALLS	5	139	
WALKS, STOOP, STEPS	428	96	
<u>PERMEABLE PAVEMENT</u>			
DRIVEWAY	0	1145	572.5
PATIO	0	754	377
WALKS	0	366	183
AREA ADJUSTED FOR 50% PERMEABLE PAVER CREDIT			
TOTAL AREA (sq. ft.)	4414	6252	5120
% OF LOT	34.05%	48.23%	39.49%
INCREASE (sq. ft.)		1838	706

BMP STORAGE DESIGNED	
Increase In Impervious Area	1,838 sq ft
Soil Type	Silt Loam
Soil Infiltration Rate	0.3 in/hr
Rain Garden Sizing Factor 100% Average Rainfall Volume, 8" Depth Per Wisconsin DNR Technical Standard	0.23
Rain Garden Area Per Sizing Factor Impervious x Sizing Factor	422.7 sq ft
BMP Volume Required Rain Garden Area x 8" Depth	281.8 cu ft

BMP STORAGE PROVIDED	
SURFACE STORAGE	
HIGH WATER LEVEL	874 FT
BOTTOM OF RAIN GARDEN	873.33 FT
PONDING AREA	288 SQ FT
PONDING DEPTH	8 IN
SURFACE STORAGE	192.0 CU FT
STORAGE IN STRUCTURE	
CATCH BASIN DIAMETER	24 IN
CU FT STORAGE / FT	3.14
DEPTH	1.5 FT
STRUCTURE STORAGE	4.7 CU FT
STORAGE IN AGGREGATE INFILTRATION BED	
LENGTH OF AGG.	10 FT
WIDTH OF AGG.	10 FT
DEPTH OF AGG.	3 FT
TRENCH VOLUME	300 CU FT
TOTAL STONE VOLUME	300.0 CU FT
GRAVEL VOID SPACE RATIO	0.36
INFILTRATION BED STORAGE	108.0 CU FT
STORAGE IN DRAIN TILE PIPE	
PIPE DIAMETER	6 IN
CU FT STORAGE / FT	0.20
LENGTH	57 FT
PIPE STORAGE	11.2 CU FT
STORAGE IN DRAIN TILE AGGREGATE	
DEPTH OF AGG.	2 FT
WIDTH OF AGG.	2 FT
LENGTH OF AGG.	52 FT
TRENCH VOLUME	208 CU FT
VOLUME IN PIPE	11.2 CU FT
TOTAL STONE VOLUME	196.8 CU FT
GRAVEL VOID SPACE RATIO	0.36
PIPE AGG. STORAGE	70.9 CU FT
TOTALS	
SURFACE STORAGE	192.0 CU FT
VOLUME IN AGGREGATES	178.9 CU FT
VOLUME IN PIPE	11.2 CU FT
VOLUME IN STRUCTURE	4.7 CU FT
BMP STORAGE PROVIDED	
STORAGE REQUIRED	281.8 CU FT
% PROVIDED	137% OK

[illegible]

BCI
BONO CONSULTING, INC.
CIVIL ENGINEERS

1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH : (847) 823-3300
FAX: (847) 823-3903
bbono@bonoconsulting.com

PROPOSED GRADING & DRAINAGE PLAN

NEW POOL & PATIO

1622 EVERGREEN LN, LAKE GENEVA, WI

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED,
REPRODUCED, MODIFIED OR SOLD EITHER
WHOLLY OR IN PART, EXCEPT WHEN
AUTHORIZED IN WRITING BY THE ENGINEER.

PROJECT NO.: _____

BASE FILE: _____

SHEET FILE: _____

ISSUE DATE: JAN 06, 2021

SCALE: 1"=10'

SHEET NUMBER
C-2

HEAVY DUTY FRAME AND GRATE

24" MIN.

24" DIA.

6" INFLOW

NON-WOVEN GEOTEXTILE FABRIC WRAP

BACKFILL WITH CRUSHED STONE

24" DIA. PRECAST CONCRETE BASIN WITHOUT BOTTOM

CLEAN 3/4" OR 1" STONE
3.0' MINIMUM BELOW BASE

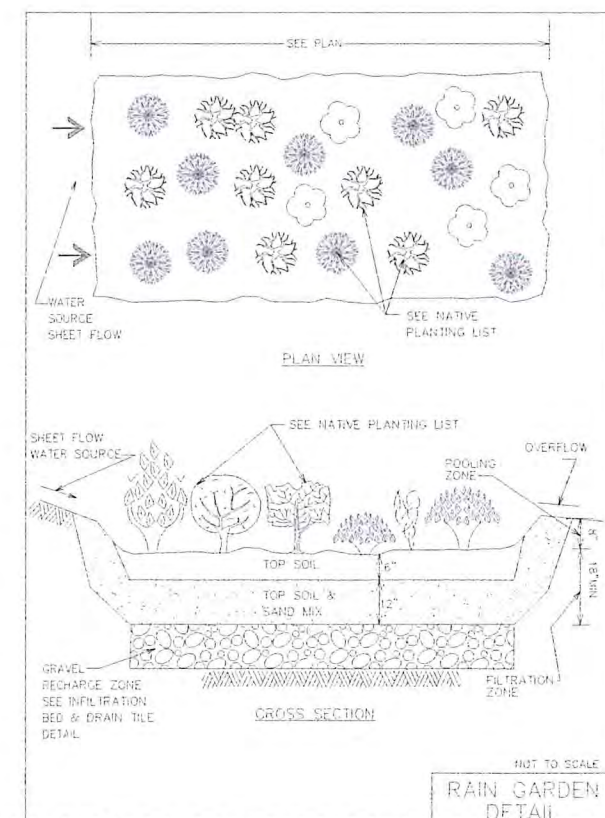
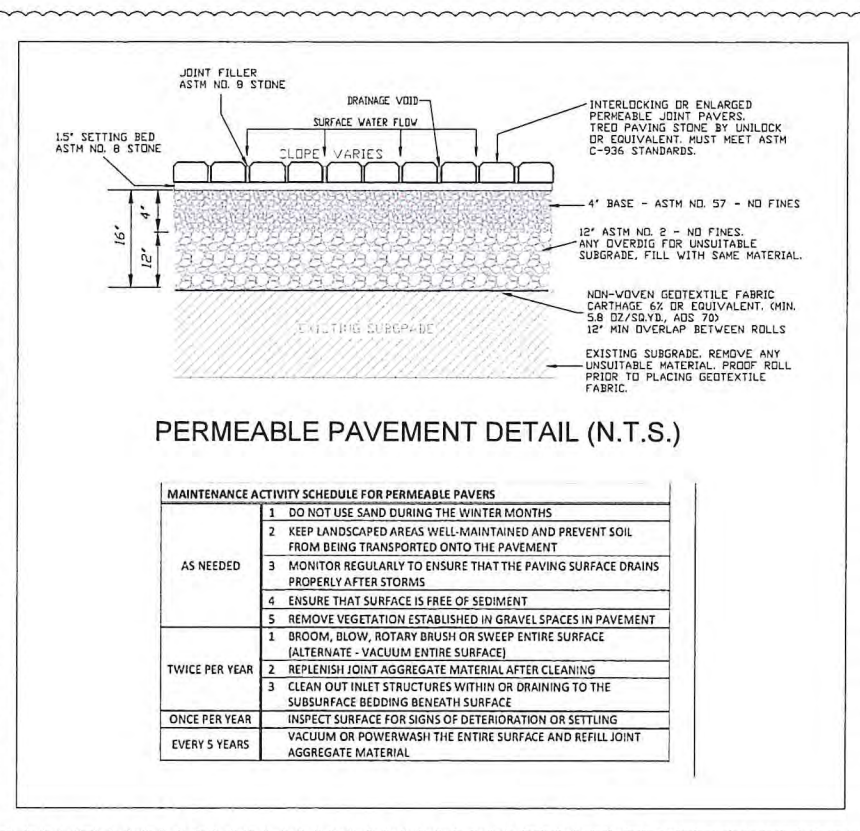
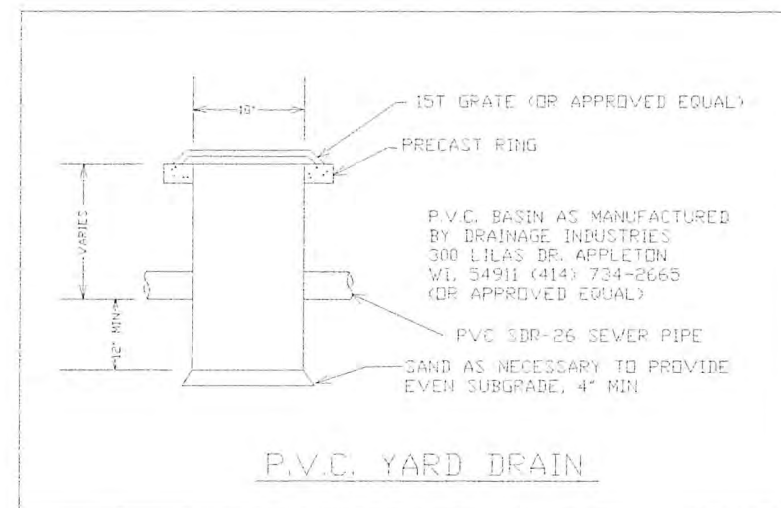
10'x10'

3.0'

NON-WOVEN GEOTEXTILE FABRIC WRAP

Diagram illustrating the construction of a tree pit. The pit is 18" square, with a minimum 24" clearance from the sides and bottom. The pit is filled with 6" perforated PVC and washed pea gravel or clean stone with no fines. The pit is surrounded by a 12" layer of topsoil and sand mix, and a 6" layer of topsoil. The pit is 24" in diameter, with a minimum 8" clearance from the sides and bottom.

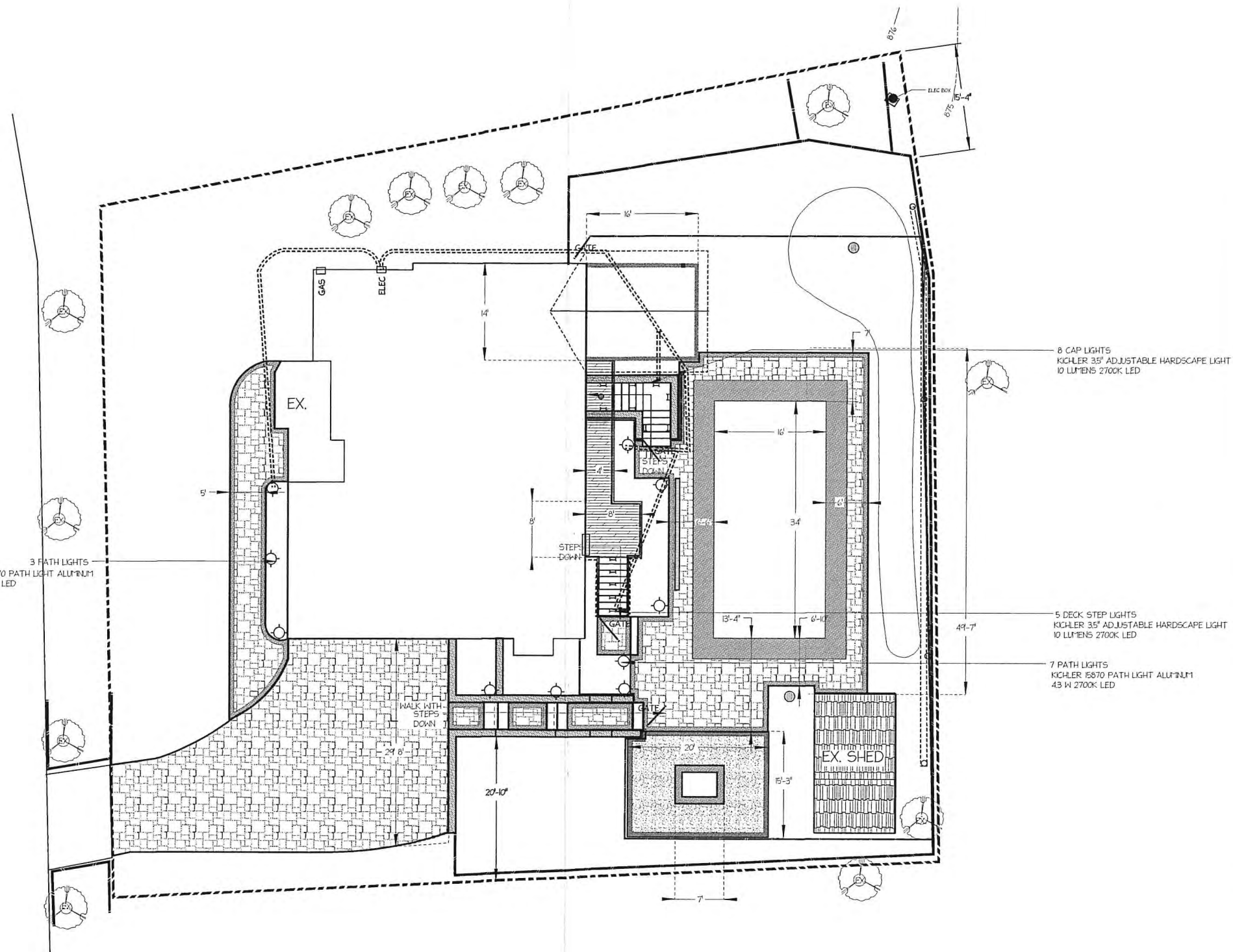
- 6" TOPSOIL
- 12" TOPSOIL & SAND MIX
- GEOTEXTILE FABRIC WRAP
- 6" PERFORATED PVC
- WASHED PEA GRAVEL OR CLEAN STONE WITH NO FINES
- 24" MIN.
- 8" MIN.
- 18"
- 24" MIN.
- 8" MIN.



NATIVE PLANT LIST FOR SHADY RAIN GARDENS - SOUTHEAST WISCONSIN					Soil Moisture Needs	
Common Name	Scientific Name	Class	Bloom Period	Sun/Shade	Excessively wet/in	Soggy or
					spring, fall & after a rain	marshy/most of year
Purple giant hyssop	Agastache scrophulariaefolia	Forb	FALL	HALF SUN	X	
Wild garlic	Allium canadense	Forb	SUMMER	ANY	X	
Columbine	Anemone canadensis	Forb	SUMMER	ANY	X	
Jack-in-the pulpit	Arisaema triphyllum	Forb	SPRING	LTHV SHADE	X	
Wild ginger	Asarum canadense	Forb	SPRING	F/P SHADE	X	
Lady fern	Athyrium filix-femina	Fern	FALL	F/P SHADE	X	
Bellevue	Campanula americana	Forb	SUMMER	F/P SHADE	X	
Armed graceful sedge	Carex davalli	Sedge		F/P SUN	X	X
Fescue oval sedge	Carex festucacea	Sedge		ANY	X	X
Bladder sedge	Carex intumescens	Sedge	SUMMER	ANY	X	X
Grass sedge	Carex jamesii	Sedge		ANY	X	X
Hop sedge	Carex lupulina	Sedge	SUMMER	ANY	X	X
Sallow sedge	Carex lurida	Sedge	SUMMER	F/P SUN	X	X
Field oval sedge						
(Troublesome sedge)	Carex molesta	Sedge	SUMMER	ANY	X	
Palm sedge	Carex muskingumensis	Sedge	SPRING	F/P SUN	X	X
Larger straw sedge						
(Spreading oval sedge)	Carex normalis	Sedge	SUMMER	ANY	X	
Narrow-leaved cattail sedge	Carex squarosa	Sedge		ANY		X
Slender sedge (Narrow-leaved oval sedge)						
	Carex tenera	Sedge	SPRING	ANY	X	X
White turtleneck	Chelone glabra	Forb	SUMMER	F/P SUN	X	X
Pink hotchweed	Chelone obliqua	Forb	FALL	F/P SUN	X	X
Stout woodreed	Clasura arundinacea	Grass	SUMMER	F/P SHADE	X	
Red-osier dogwood	Cornus sericea/stolonifera	Shrub	SPRING	F/P SUN	X	X
American filbert	Corylus americana	Shrub	SPRING	ANY	X	
Toothwort	Dentaria laciniata	Forb	SPRING	F/P SHADE	X	
Amethyst shooting star	Dodecatheon amethystinum	Forb	SPRING	F/P SUN	X	
Shooting star	Dodecatheon media	Forb	SPRING	F/P SUN	X	X
Virginia wild rye	Elymus virginicus	Grass	SPRING	F/P SHADE	X	
White trout lily	Erythronium albidum	Forb	SPRING	LTHV SHADE	X	
Sweet Joe pye weed	Eupatorium purpureum	Forb	SUMMER	F/P SHADE	X	
Common strawberry	Fragaria virginiana	Forb	SUMMER	ANY	X	
Dotted st. john's wort	Hypericum punctatum	Forb	SUMMER	F/P SUN	X	
Great st. john's wort	Hypericum pyramidatum	Forb	SUMMER	F/P SUN	X	
Common winterberry	Ilex verticillata	Shrub	SUMMER	F/P SUN	X	X
Cardinal flower	Lobelia cardinalis	Forb	SUMMER	F/P SUN	X	X
Indian tobacco	Lobelia inflata	Forb	SUMMER	ANY	X	
Great blue lobelia	Lobelia siphilitica	Forb	SUMMER	F/P SUN	X	X
Ostitch fern	Matteuccia struthiopteris	Fern		ANY	X	X
Sensitive fern	Oncoclea sensibilis	Fern		ANY		
Intempered fern	Onoclea claytoniana	Fern		LTHV SHADE		
Wood betony	Pedicularis canadensis	Forb	SUMMER	F/P SUN	X	X
Marsh betony	Pedicularis lanceolata	Forb	FALL	F/P SUN	X	
Ditch stonecrop	Penthorum sedoides	Forb	SUMMER	F/P SUN	X	X
Smooth phlox	Phlox glaberrima	Forb	SPRING	F/P SUN	X	
Jacob's ladder	Polemonium reptans	Forb	SPRING	ANY	X	
Solomon seal	Polygonatum biflorum	Forb	SPRING	ANY	X	
Slary solomons plume	Smilacina stellata	Forb	SUMMER	F/P SHADE	X	
Indian cument cornlberry	Symphoricarpos orbiculatus	Shrub	SUMMER	F/P SUN	X	
Marsh fern	Thelypteris palustris	Fern		F/P SUN	X	X
Spidewort	Tradescantia chiensis	Forb	SUMMER	F/P SUN	X	X
Culvers root	Veronicastrum virginicum	Forb	SUMMER	F/P SUN	X	
Arrowwood	Viburnum dentatum	Shrub	SUMMER	F/P SHADE	X	X
American cranberrybush	Viburnum corymbosum	Shrub	SUMMER	F/P SUN	X	

MAINTENANCE ACTIVITY SCHEDULE FOR RAIN GARDEN	
THREE TIMES PER GROWING SEASON	1 Inspect rain garden to remove nuisance or invasive plants and identify problems with excess moisture, soil erosion, berm settling or failure of any other component.
AS NEEDED PER INSPECTIONS	2 Water plants for several weeks after planting, and during drought conditions thereafter
	3 Remove nuisance or invasive plants. Small quantities of undesirable plant species shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and lower root mass prior to development of seeds.
	4 Monitor water level after a large rainfall to ensure drainage (especially during the first year)
	5 Re-plant void areas.
	6 Treat diseased trees and shrubs.
	7 Repair eroded areas and any berm damage or settling.
	8 Remove trash and debris.

WE WILL BE RUNNING THREADED 1/2" RIDGD CONDUIT
AT A DEPTH OF 8'



5 DECK STEP LIGHTS
KICHLER 3.5" ADJUSTABLE HARDSCAPE LIGHT
10 LUMENS 2700K LED

8 CAP LIGHTS
KICHLER 3.5" ADJUSTABLE HARDSCAPE LIGHT
10 LUMENS 2700K LED

10 PATH LIGHTS
KICHLER 15670 PATH LIGHT ALUMINUM
43 W 2700K LED

6	3/25/21	REVISION 5 LIGHTING
5	3/18/21	REVISION 5
4	9/30/20	REVISION 4
3	7/6/20	REVISION 2
2	6/12/20	REVISION
1	5/15/20	ORIGINAL

GARRELS RESIDENCE
1622 EVERGREEN LAKE
LAKE GENEVA WI.

All Designs and Concepts are
the sole property of
SEASONAL LANDSCAPE SOLUTIONS
and are not to be used or altered
without the expressed permission of
SEASONAL LANDSCAPE SOLUTIONS



SEASONAL LANDSCAPE SOLUTIONS

E-Mail: [info @ seasonallandscape.com](mailto:info@seasonallandscape.com)
Ph: (847) 652-8458

REVISION 5 LIGHTING

SCALE	1/8"=1.0"	PROJECT NO.
DRAWN BY	D. STROUP	
CHECKED BY	A. WILTBERGER	SHEET NO.
DATE	3/25/21	
DATE OF PLOT	REVISION 5 LIGHTING	

LIGHTING

UNILOCK[Home](#) > [Products](#) > [TREO](#)

TREO® PERMEABLE

PRODUCT DETAIL



TREO® SMOOTH

A smaller version of the Beacon Hill Smooth, Treo Smooth offers a smooth surface texture for a sleek, modern look with a contemporary color palette.



UNILOCK**GRANITE - LARGE RECTANGLE****COLORS****APPLICATIONS**

Borders and Accents



Pedestrian



Permeable

SHAPE AND SIZE**RANDOM BUNDLE****LARGE RECTANGLE**225mm x 337.5mm x 60mm
8 7/8" x 13 3/8" x 2 3/8"**SQUARE**225mm x 225mm x 60mm
8 7/8" x 8 7/8" x 2 3/8"**SMALL RECTANGLE**112.5mm x 225mm x 60mm
4 1/2" x 8 7/8" x 2 3/8"[Privacy](#) - [Terms](#)

UNILOCK

TECHNOLOGIES

TECHNOLOGIES



ENDURACOLOR™

The refined surface of Unilock EnduraColor products is achieved with a two step manufacturing process that combines a base of coarser aggregates for a stronger foundation, with concentrated color and wear-resistant finer aggregates on top. This process protects the surface from the appearance of fading over time because the top layer prevents large, lighter color aggregates from ever showing through.

OUR TECHNOLOGIES

COLORS

GRANITE[Privacy](#) - [Terms](#)



PICK A COLOR

GRANITE

INFORMATION



TREO® SMOOTH



application and can be used for both traditional and permeable projects.

RECOMMENDED BASE STABILIZATION — one layer of DriveGrid™ stabilization grid between subgrade and base material. Recommended depth 8" to 10" below pavers for maximum stability and performance. Use under Standard Base or Permeable Base.

STANDARD BASE — Min. 6" - 8" of ¾" Crusher Run gravel (any road base standard in accordance with ASTM-D2940) compacted to 98% Standard Proctor Density (SPD).

STANDARD BEDDING COURSE — 1" thick of coarse sand— in accordance with ASTM-D2940 screeded over base.

ALTERNATIVE PERMEABLE BASE — Min. 6" – 8" of ¾" clear open-graded stone compacted to achieve full particle lock-up and consolidation. (Clear open-graded does not compact but does consolidate slightly by rattling the particles together.)

ALTERNATIVE PERMEABLE BEDDING COURSE — 1" thick of 1/4" clear open-graded chip stone — (ASTM No. 8) screeded over base.

SPECIAL NOTE: CONCRETE DIRECT OVERLAY — In some areas of the country and in some applications pavers are very successfully placed directly over concrete. Concrete as a base is in itself quite strong, but it can affect the structural integrity of the paver particularly in vehicular applications, where the concrete below is sub-par. The following considerations must be taken into account to insure that the concrete below the surface is ideal:

1. Concrete integrity — concrete must be in good condition, and not crumbling
2. Drainage slope — concrete below must be sloped away from all buildings and structures
3. Drainage holes — In lowest areas of the concrete, drill 1" holes in concrete (on 12" centers) and fill holes with ¼" chip (ASTM No. 8)
4. Base drainage — the area below the concrete must not be subject to frost movement
5. Surface — surface must be totally smooth and flat equivalent to the desired finished surface
6. Waterproofing — may be required when installing pavers over concrete where there is a basement or cold cellar below. Install an impervious rubber membrane over the surface prior to installing any pavers over the surface.
7. Jointing Sand — Use an impervious polymeric sand when installing over concrete

JOINTING MATERIAL AND JOINT STABILIZATION



Joints must meet ASTM C144 or C33 Specifications. For best appearance and optimal performance keep jointing materials approximately 1/8" below the chamfer (bevel edge) of the paver.

[Privacy](#) - [Terms](#)



Best Option: Any polymeric sand or ordinary concrete sand stabilized by a water-based or solvent-based joint sand stabilizer sealer. Always follow manufacturer's application specifications and requirements.

HANDLING — This product has no special handling requirements.

EDGE RESTRAINT — Always install an edge restraint around the perimeter of any paver installation not restrained by building structures. Spike-in edge restraints come in plastic and metal and work well for most applications. A concrete curb or a sub-surface concrete wedge can also be installed to retain the edge.

PAVER COMPACTION — Always use a protective polymer pad on the bottom of your compactor when doing the final compaction of the pavers. An alternative is to use a rubber-roller compactor for the final compaction.

CLEANERS — Any cleaner specifically designed for pavers may be used for color restoration or general cleaning. Follow manufacturer's dilution rates and application procedures. Always test a small area to make sure the results are as expected.

SEALERS

- Product may be sealed for aesthetic or cleanliness reasons but it is not required
- Use any sealer approved for concrete pavers
- Select type for desired aesthetics
- Product must be cleaned before sealing
- Always read and follow manufacturer's application procedures
- Always test a small area to make sure the results are as expected

KNOWLEDGE CENTER



March 25, 2021

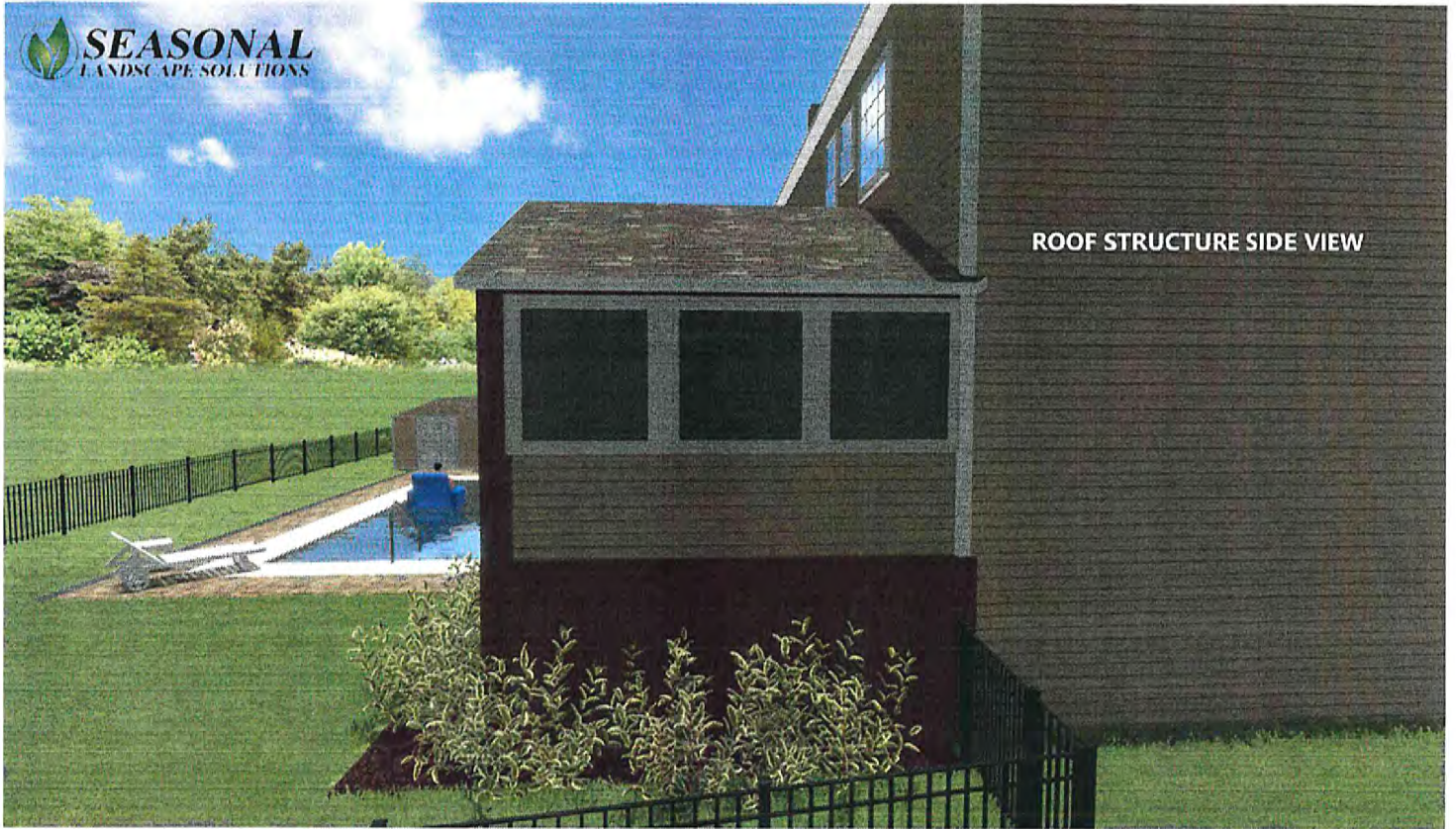
Property Address:
1622 Evergreen Ln
Lake Geneva, WI 53147

MAINTENANCE ACTIVITY SCHEDULE FOR RAIN GARDEN	
THREE TIMES PER GROWING SEASON	1 Inspect rain garden to remove nuisance or invasive plants and identify problems with excess moisture, soil erosion, berm settling or failure of any other component.
AS NEEDED PER INSPECTIONS	2 Water plants for several weeks after planting, and during drought conditions thereafter
	3 Remove nuisance or invasive plants. Small quantities of undesirable plant species shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds.
	4 Monitor water level after a large rainfall to ensure drainage (especially during the first year).
	5 Re-plant void areas.
	6 Treat diseased trees and shrubs.
	7 Repair eroded areas and any berm damage or settling.
	8 Remove trash and debris.

MAINTENANCE ACTIVITY SCHEDULE FOR PERMEABLE PAVERS	
AS NEEDED	1 Do not use sand during the winter months.
	2 Keep landscaped areas well-maintained and prevent soil from being transported onto the pavement.
	3 Monitor regularly to ensure that the paving surface drains properly after storms.
	4 Ensure that the surface is free of sediment.
	5 Remove vegetation established in gravel spaces in pavement.
TWICE PER YEAR	1 Broom, blow, rotary brush or sweep entire surface (alternate – vacuum entire surface).
	2 Replenish joint aggregate material after cleaning.
	3 Clean out inlet structures within or draining to the subsurface bedding beneath the surface.
ONCE PER YEAR	Inspect surface for signs of deterioration or settling.
EVERY 5 YEARS	Vacuum or power wash the entire surface and refill joint aggregate material.



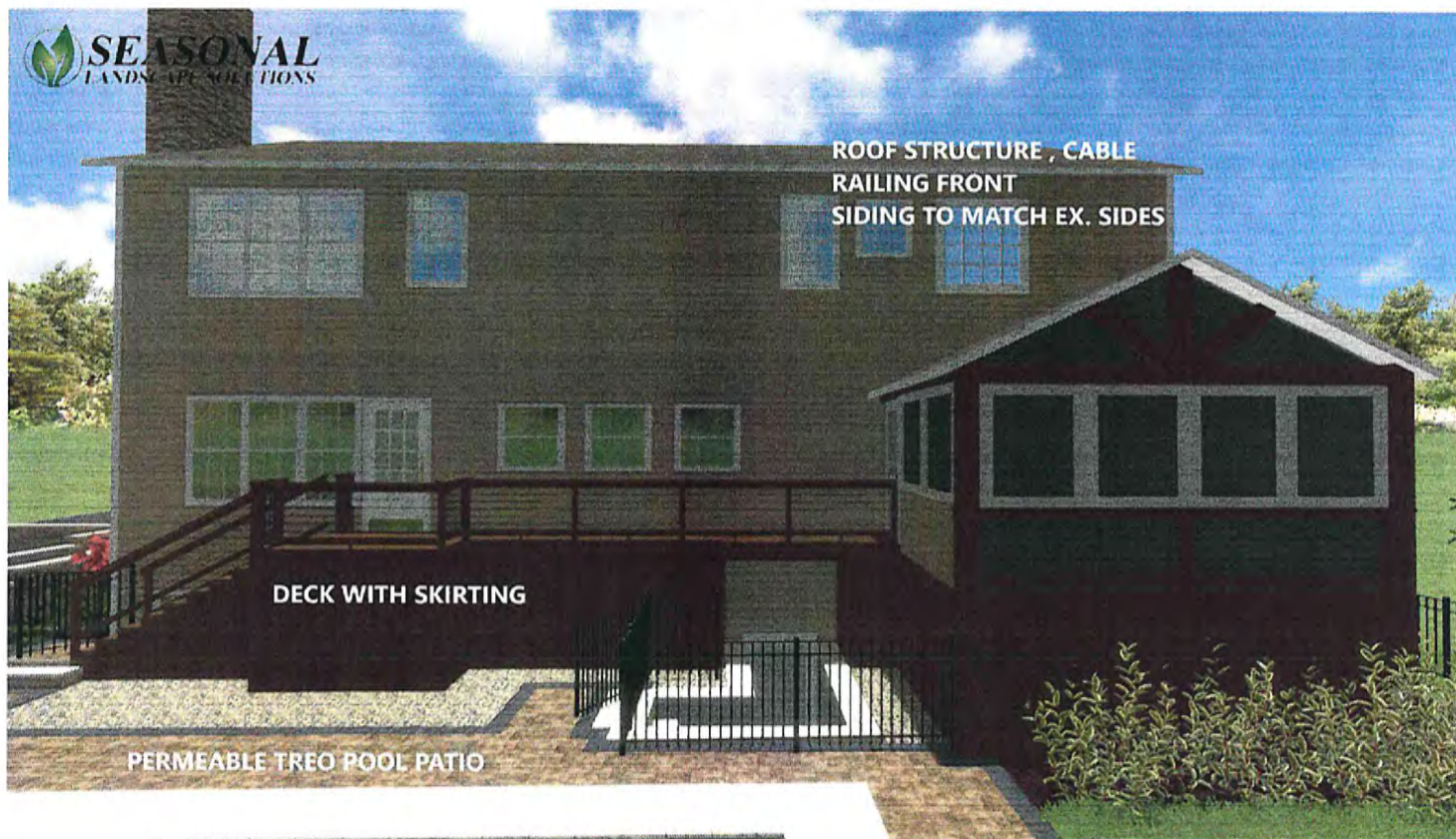




ROOF STRUCTURE SIDE VIEW



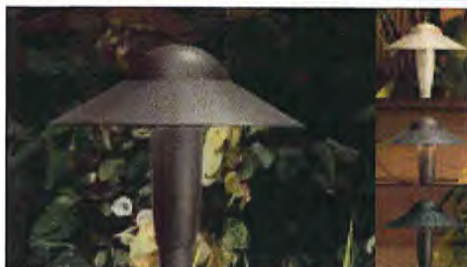
WALK, STEP & WALLS FROM DRIVEWAY
SIDE VIEW





KICHLER

LED 6" Dome Path Light



FEATURES

- A popular look has a new addition with a smaller 6" shade and is available in LED.
- Coordinates with 15810 & 15811 LED Dorned Roof series.
- Cast Aluminum or Cast Brass Housing.
- 4 W / 5.8 VA, Integrated LEDs and Driver, 2950K (-150/+175), High CRI.
- 9V - 15V AC/DC
- 30" of usable #18-2, SPT-1-W leads. Cable connector supplied.
- 8" In-ground stake



ORDERING INFORMATION

EXAMPLE: 15870AZT (Product # & Finish)

PRODUCT	FINISH	WATTAGE	LIGHT SOURCE	WIRING	MOUNTING ACCESSORIES (INCLUDED)	OPTIONS & ACCESSORIES																				
15870 Dimensions: 6" W x 21.25" L	Cast Aluminum AZT - Textured Architectural Bronze™  BE - Beach  BKT - Textured Black  Cast Brass BBR - Bronzed Brass 	4 W / 5.8 VA Note: Not for use with electronic transformers.	Integrated LEDs and Driver 2950K (-150 / +175) High CRI	30" of usable #18-2, SPT-1-W leads. Cable connector supplied.	8" in-ground stake																					
Fixture Photometric (fc) <table><tr><td>Distance from Light</td><td>0"</td><td>1"</td><td>2"</td><td>3"</td><td>4"</td><td>5"</td><td>6"</td><td>7"</td><td>8"</td></tr><tr><td>Footcandles</td><td>8.11</td><td>5.71</td><td>3.97</td><td>2.55</td><td>1.64</td><td>0.90</td><td>0.50</td><td>0.40</td><td>0.31</td></tr></table>							Distance from Light	0"	1"	2"	3"	4"	5"	6"	7"	8"	Footcandles	8.11	5.71	3.97	2.55	1.64	0.90	0.50	0.40	0.31
Distance from Light	0"	1"	2"	3"	4"	5"	6"	7"	8"																	
Footcandles	8.11	5.71	3.97	2.55	1.64	0.90	0.50	0.40	0.31																	



NOTES

For Warranty Information,
please visit www.landscapelighting.com

We reserve the right to revise the design or components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any products previously manufactured, and without notice.

12V Integrated LED Hardscape

16100-16103



PROJECT	ORDERING:
TYPE:	COMMENTS:

FEATURES

- The adjustable fixture can pivot 180° for direct to surface install and pivot 270° when installed with mounting bracket. Usable range is installation dependent.
- Offering a custom optical lens that diffuses light to deliver smooth, uniform output while eliminating hotspots and glare that may reflect off walls or installation surfaces.
- Can be installed either as a traditional downlight or as an uplight, on or off mounting bracket.
- Housing cavity and electronics are encapsulated to help keep all critical components protected against the elements.
- 4,000-volt system surge protection helps guard against system power surges and irregularities.
- Customizable mounting bracket with breakaway corner tabs that allow for easier installations in retrofit applications.
- Bracket is designed as an installation template with centering notch and screw pilot holes for installation guidance when mounting off bracket.

PERFORMANCE

Fixture	16100
Fixture Length	3.5"
Lumen Output	10
Input Voltage	9-15
Power (W) @ 12VAC	0.3
Power (VA) @ 12VAC	0.6
Efficacy (L/W)	43

SPECIFICATIONS

Fixture

Light Source	Integrated LED
Color Temperature	2700K, 3000K
Color Rendering Index	80+
Binning	3 Step
Beam Angle	106°
Fixture can be used in UP or DOWN position	

Input

Input Voltage Range	9 - 15V AC or DC with no loss in light output
Input Frequency	47 - 63Hz
Power Factor	.6 @ 12V

Lumens

3.5" Hardscape (16100)	10
------------------------	----

Environmental

Environmental Protection Rating	Wet IP67
Operation Ambient Temperature	-25°C - +40°C
Expected Life Time (L70)	50K Hours

Mechanical & Housing Specification

Length/Width/Height:

16100	3.5" x .78" x .75"
-------	--------------------

Bracket Depth	3"
Housing Material	Aluminum, Brass
Housing Color & Surface	AZT, BKT, CBR, GRY, SD
Weight:	
16100	Alum 0.4Lb, Brass 0.55Lb

FIXTURE

Body

A380 Aluminum, C360 Brass casting

Wire

18 AWG, SPT-1W, 105°C, 300V, 84" usable length

Optics

Custom optics with a diffused lens provides smooth, uniform light distribution to eliminate glare and hotspots

Included Accessories

304 stainless steel masonry bracket, off-bracket mounting kit, and 2 gel-filled wire nuts

AVAILABLE FINISHES

 AZT Textured Architectural Bronze	 BKT Textured Black	 CBR Centennial Brass
 GRY Textured Gray	 SD Textured Sand	

KICHLER

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Joe Mukite, 637 Frazier St Unit 5 Elgin, IL 60123, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1626 Evergreen Ln. Tax Key Nos. ZLM00016.

Committee:	Plan Commission approved April 19, 2021		
Fiscal Impact:	N/A		
File Number:	21-R29	Date:	April 26, 2021

WHEREAS, the City Plan Commission has considered the application of Joe Mukite, 637 Frazier St Unit 5 Elgin, IL 60123, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1626 Evergreen Ln.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on April 8, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to Steve Garrels, for a request to utilize the SR-4 zoning setbacks in the ER-1 zoning for the property located in the Estate Residential - 1 (ER-1) zoning district for the property located at 1626 Evergreen Ln.,

Tax Key Nos. ZLM00016.

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

1. City Engineer review and approval of as-built drawings for installation of the rain garden shall be required.
2. A maintenance plan for the rain garden, with the elements listed in WDNR Technical Standard 1009, shall be provided to the City prior to construction.
3. Silt fence location is provided on the site grading plan. The silt fence must be properly installed prior to land disturbance and maintained throughout. A stabilized construction entrance must be utilized to access the site to prevent mud or debris being tracked onto Evergreen Lane. If tracking of construction debris occurs, it shall be cleaned up at the end of each day. Land disturbance shall be kept to a minimum. Restoration of the property shall take place as soon as possible after final grading.

Granted by action of the Common Council of the City of Lake Geneva this 26th day of April, 2021.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 9

Applicant:

Joe Mukite
637 Frazier St, Unit 5
Elgin, IL 60123

Request:

1626 Evergreen Ln.
Conditional Use Permit for an addition and Deck
Estate Residential – 1 (ER-1)
Tax Key No. ZLM00016

Description:

The applicant is submitting for a Conditional Use Permit (CUP) request that will allow for the installation of a home addition and deck installation for the property located at 1886 Geneva Bay Dr., in the Estate Residential -1 (ER-1) zoning district and utilize the Single Family – 4 (SR-4) zoning standards. Tax Key No. ZGB00024.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance, with a recommendation to approve as submitted to include the review documents from the City Engineering firm Kapur and Associates.

Action by the Plan Commission:

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

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

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

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

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

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

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

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

Staff Recommendation on the proposed Conditional Use Permit:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

Memo to the City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** April 12, 2021

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

CC: Joe Mukite – Xanadubuilders.com
Dave Nord – City Administrator
Brenda Follensbee – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori – Kapur & Associates, Inc.

Subject: 1626 Evergreen Lane – Conditional Use Plan Review (RECOMMENDED APPROVAL)

BACKGROUND AND REQUEST:

A site plan approval application was submitted for the construction of an addition, deck, stairs, and concrete walk to the existing residential structure at 1626 Evergreen Lane resulting in an increase of 749 sq.ft. of impervious surface on the 6270 sq.ft. lot totaling 33% impervious. The proposed improvements include a 119 cu.ft. rain garden to provide 100% infiltration of annual rainfall volumes for the proposed increase to impervious surface.

The following plans were submitted for review:

- Site, Grading, Drainage & Erosion Control Plan for Lot 4, Block 14 of Lake Geneva Manor, prepared by Farris, Hanses & Associates, Inc. one sheet dated 01/22/2021 last revised 3/22/2021 signed 4/6/2021.
- Drainage Report for 1626 Evergreen Lane, pages 20 of 20, prepared by Farris Hansen & Associates, inc dated 4/6/2021.

Comments:

We recommend approval of the revised plan set cited above. This approval is condition upon the following items:

1. Drainage calculations, referenced above, indicate the rain garden was sized to infiltration 100% of annual runoff volume from the proposed new impervious surface. The rain garden should be constructed in accordance with the WDNR Rain Garden Technical Standard 1009, dated September 2018 including recommended plantings and maintenance. Runoff from the proposed improvements should be directed to the rain garden.
2. Sedimentation and erosion control measures are required to be placed prior to excavation and construction. It is the responsibility of the applicant to monitor the condition of the construction site and ensure the



sedimentation and erosion control measures remain in place and functioning through final stabilization. Restoration of the property shall take place as soon as possible after final grading.

3. The contractor shall keep Evergreen Lane free of dirt and debris.

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

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



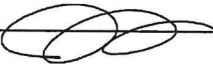
APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):
1626 Evergreen, Lake Geneva/ ZLM 0016/Lot 4 in block 14 of the Lake Geneva Manor, City of Lake Geneva,
County of Walworth, State of Wisconsin

Name and Address of Current Owner: 313 Hawthorne LLC, 634 Cottage Rd, Batavia, IL 60510

Telephone No. with area code & Email of Current Owner: 847-366-4852/joemukite@xanadubuilders.com

Owner Signature: 

Name and Address of Applicant: Joe Mukite, 634 Frazier St, Unit 5, Elgin, IL 60123

Telephone No. with area code & Email of Applicant: 847-366-4852 joemukite@xanadubuilders.com

Proposed Conditional Use: SS-4

Zoning District in which land is located: ER-1

Names and Addresses of architect, professional engineer and contractor of project:
Cobu Architecture, 111 N Ave Suite 207, Barrington, IL 60010

Short statement describing activities to take place on site:
Construct 16 x 26' master suite addition

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

3/26/2021

Date


Signature of Applicant

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ **Pre-submittal staff meeting scheduled:**

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ *by:* _____

↓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ *by:* _____

↓

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

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

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

Jm — (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;

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

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

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

PROPOSED 16 X 26 ADDITION SEEKING SR-4 COMPLIANCE ZONING

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

PER FZED

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

N/A

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

SIMILAR

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

CORRECT

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

YES

IV. FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 5 full scale copies in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____
- ____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ **Pre-submittal staff meeting scheduled:**

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ *by:* _____

↓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ *by:* _____

↓

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

____ Existing zoning district(s) (and proposed zoning district(s) if different);

____ Land use plan map designation(s);

____ Current land uses present on the subject property;

____ Proposed land uses for the subject property (per Section 98-206);

____ Projected number of residents, employees, and daily customers;

____ Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;

____ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

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

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

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

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

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

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

gm

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

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

gm

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

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

gm

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

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

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

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

III.FINAL APPLICATION PACKET INFORMATION

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

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

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

Development Review Committee (DRC) Application

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

Applicant Information

Property Address _____

Applicant name _____

Applicant email _____ Phone Number _____

Architect/Contractor/Designer Name _____

Architect/Contractor/Designer Email _____ Phone Number _____

Type of Construction: New _____ Addition _____ Remodel _____

Type of Development: Single-family _____ Multi-family _____ Commercial _____ Industrial _____

Type of Business _____

Engineering

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

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

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

Water/Sewer Utilities

If an existing structure please circle the following:

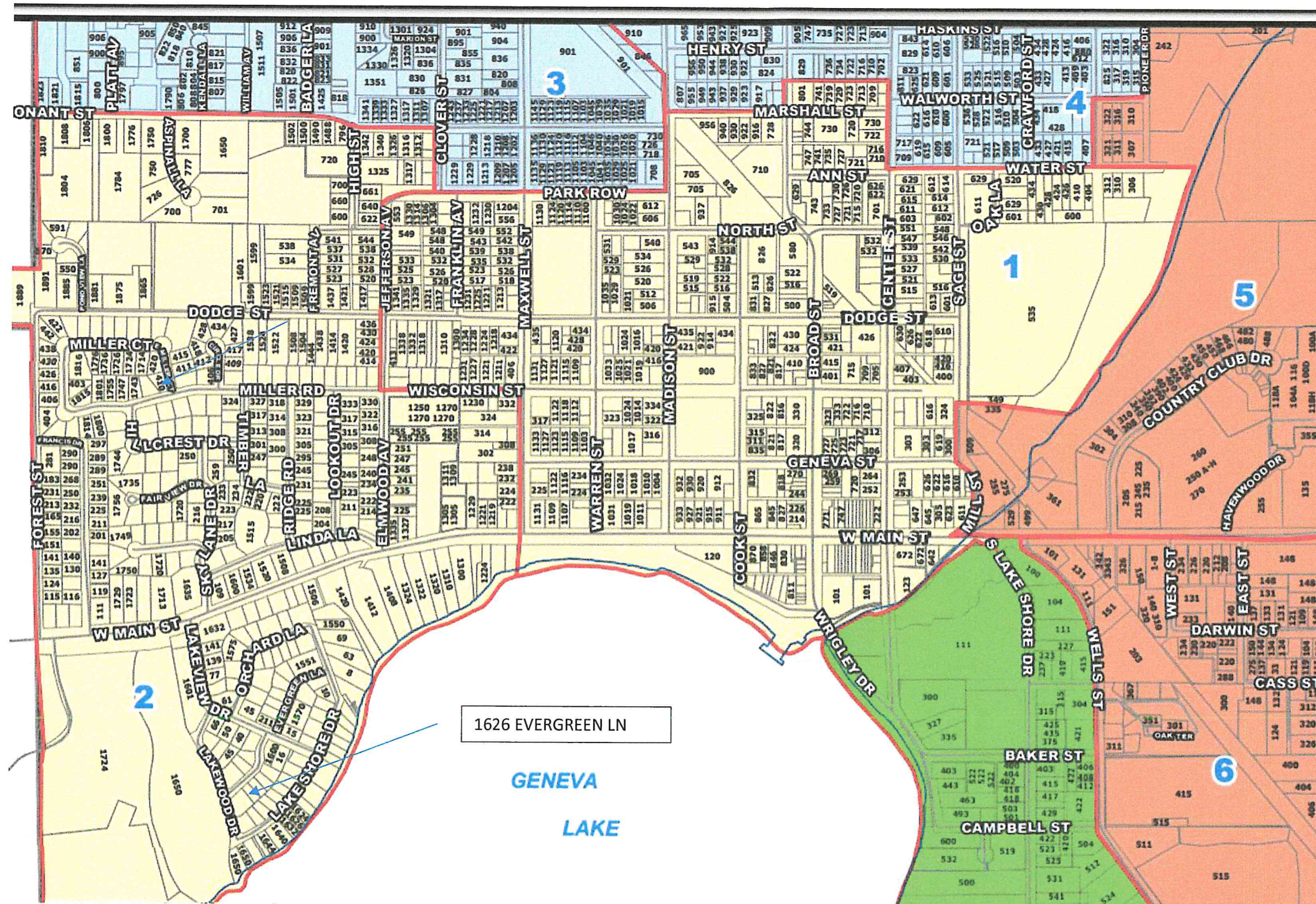
- Will existing sewer & water connections be used? YES / NO
- Will your project require the installation of a grease interceptor? YES / NO

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

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

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

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



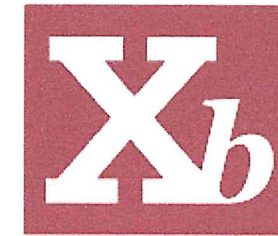
City of Lake Geneva Aldermanic District 1

Aldermanic Districts

- Wards
- 1st - Aldermanic District
- 2nd - Aldermanic District
- 3rd - Aldermanic District
- 4th - Aldermanic District

Aldermanic 1 is Wards 1 and 2
Aldermanic 2 is Wards 7, 8, 9, 11, 12, 13, and 14
Aldermanic 3 is Wards 5, 6 and 10
Aldermanic 4 is Wards 3 and 4

POLLING LOCATIONS
DISTRICT 1 & 2 : CITY HALL
DISTRICT 3 & 4 : FIRE STATION



**XANADU
BUILDERS**

637 Frazier St. Unit 5 Elgin, IL 60123

RE: 1626 Evergreen Lane

Existing zoning is ER-1 with a proposed 16 x 26 master suite addition seeking SR-4 Zoning

SQUARE FOOTAGES

MAIN FLOOR 746
UPPER FLOOR 550
SUBTOTAL 1296

ADDITION 430
OPEN FRONT PORCH 102
TOTAL 1726

FLOOR AREA RATIO:

- $1,726\text{SF} / 6,270\text{ SF (LOT)} = 0.28$

LANDSCAPE SURFACE AREA RATIO CALCULATION

1626 EVERGREEN LANE-LAKE GENEVA (FHA #10394) 3/1/2021

Lot Area 6270 s.f.

Ex Residence Area 1048 s.f.

Ex Deck #1 37 s.f.

Ex Deck #2 72 s.f.

Conc. Drive 213 s.f.

Total Impervious Area 1370 s.f.

Existing LSR Ratio 0.781 78%

Ex Residence Area 1048 s.f.

Proposed Addition 420

Proposed Deck 332

Proposed Back Stairs 32

Proposed Front Stairs 26

Proposed Conc Walk 48

Total Impervious Area 1906 s.f.

Proposed LSR Ratio 0.696013 70%

OWNER:

313 HAWTHORNE LLC
634 COTTAGE
BAFANIA, IL 62510

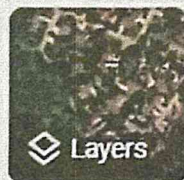


EXIST ER1 ZONING →



(THIS MAP)

SEEKING SR-4 ZONING



FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT — P.O. BOX 437 — ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 FAX: (262) 723-5886

SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN

LOT 4, BLOCK 14 OF LAKE GENEVA MANOR
LOCATED IN PART OF THE EAST 1/2 OF SECTION 35,
TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

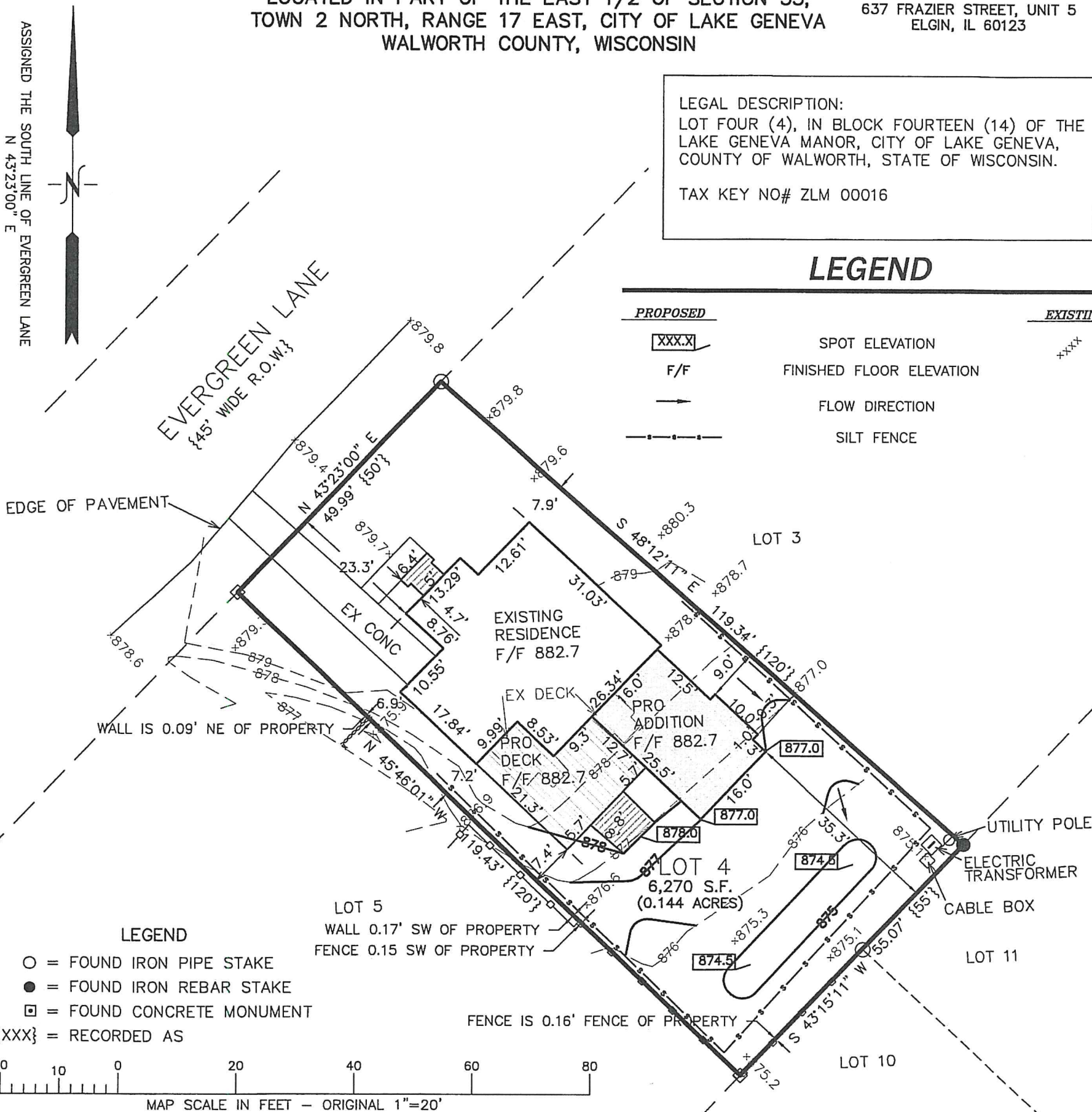
— WORK ORDERED BY —
XANADU BUILDERS, INC
637 FRAZIER STREET, UNIT 5
ELGIN, IL 60123

LEGAL DESCRIPTION:
LOT FOUR (4), IN BLOCK FOURTEEN (14) OF THE
LAKE GENEVA MANOR, CITY OF LAKE GENEVA,
COUNTY OF WALWORTH, STATE OF WISCONSIN.

TAX KEY NO# ZLM 00016

LEGEND

PROPOSED	EXISTING
XXX.X	SPOT ELEVATION
F/F	FINISHED FLOOR ELEVATION
→	FLOW DIRECTION
---	SILT FENCE



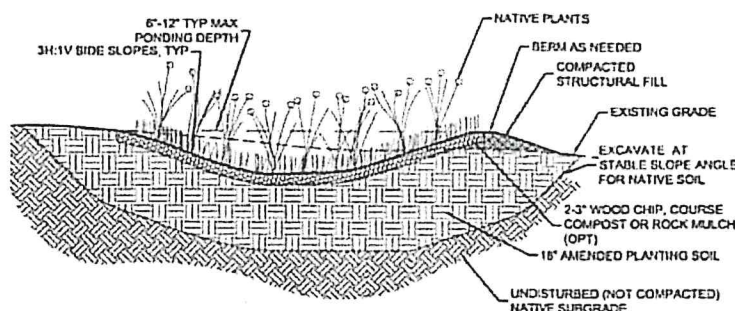
NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL
APPLY SHOW THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK.
COPIES BY ANY OTHER MEANS MAY HAVE ALTERATIONS WHICH DO NOT
REPRESENT THE SURVEYOR'S WORK PRODUCT.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN
SURVEYED UNDER MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE
REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE
PROPERTY AND ITS EXTERIOR BOUNDARIES. THIS SURVEY IS MADE FOR THE
USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO
PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR
FROM THE DATE HEREOF.

DATED: 3/24/21

REVISED 3/1/2021 TO SHOW
PROPOSED ADDITION AND DECK.

REVISED 3/8/2021 TO SHOW EX
CONTOURS, RAIN GARDEN AND REVISED
ADDITION AND DECK

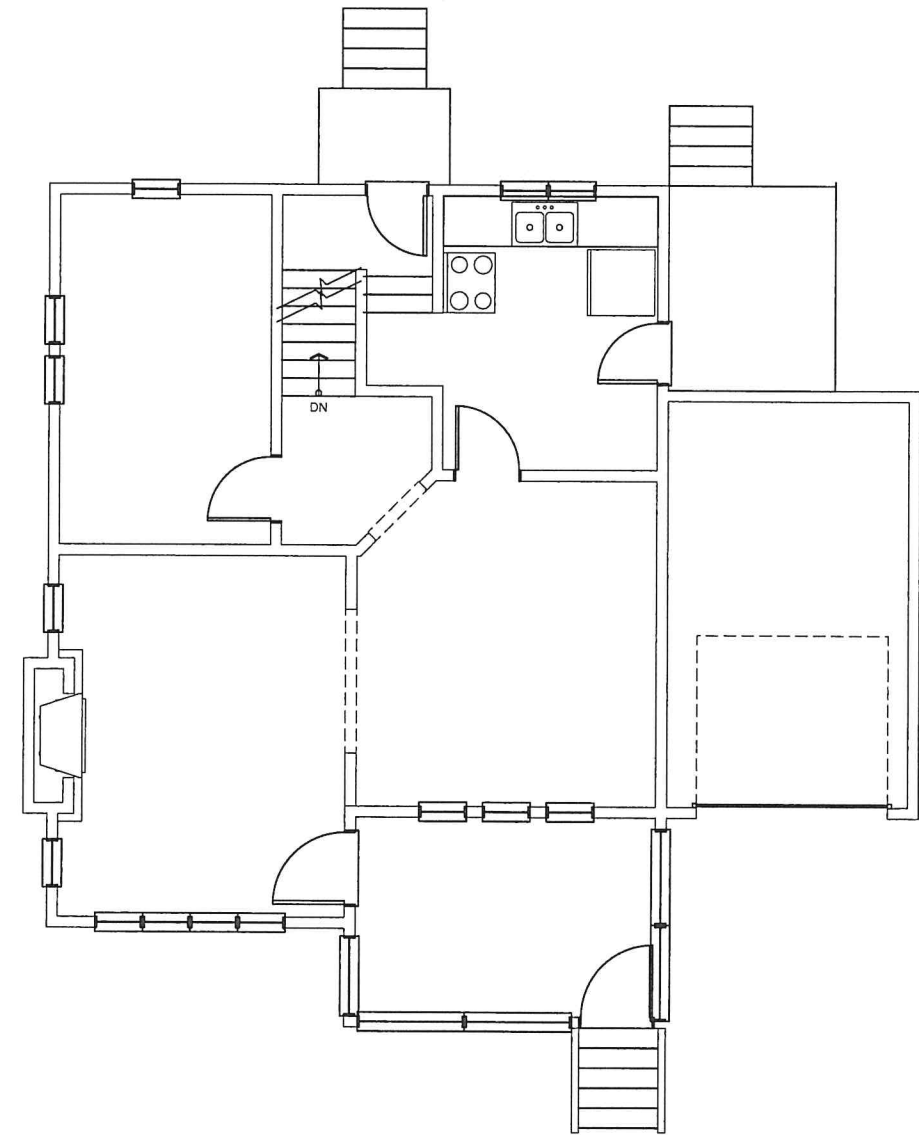


PROJECT: 10394
DATE: 04/02/2021



FRONT ELEVATION - EXISTING

1'-0" = $\frac{1}{4}$ " @ 22X34



MAIN FLOOR PLAN - EXISTING

1'-0" = $\frac{1}{4}$ " @ 22X34

SUNNY ROOST / PRIVATE RESIDENCE
 1626 EVERGREEN LANE
 LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO

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

March 9, 2021

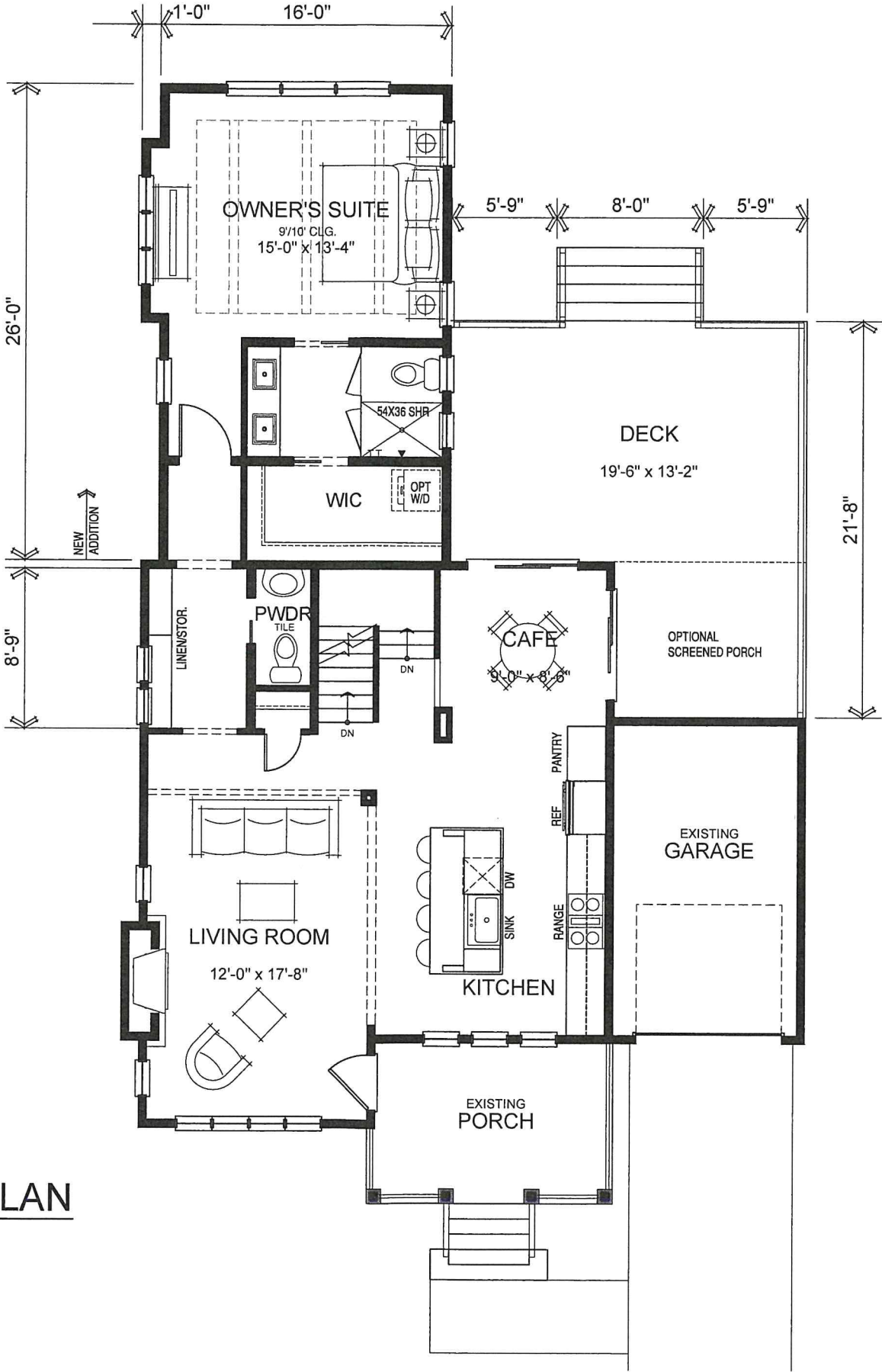


SQUARE FOOTAGES	
MAIN FLOOR	746
UPPER FLOOR	550
SUBTOTAL	1296
ADDITION	430
OPEN FRONT PORCH	102
TOTAL	1726

FLOOR AREA RATIO:
1,726SF / 6,270 SF (LOT) = 0.28

MAIN FLOOR PLAN

1'-0" = 1/4" @ 22X34



SUNNY ROOST / PRIVATE RESIDENCE
1626 EVERGREEN LANE
LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO
111 North Avenue, Suite 207
Barrington, IL 60010
312-410-1260
March 9, 2021





FRONT ELEVATION

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



LEFT ELEVATION

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

PROPOSED ELEVATIONS

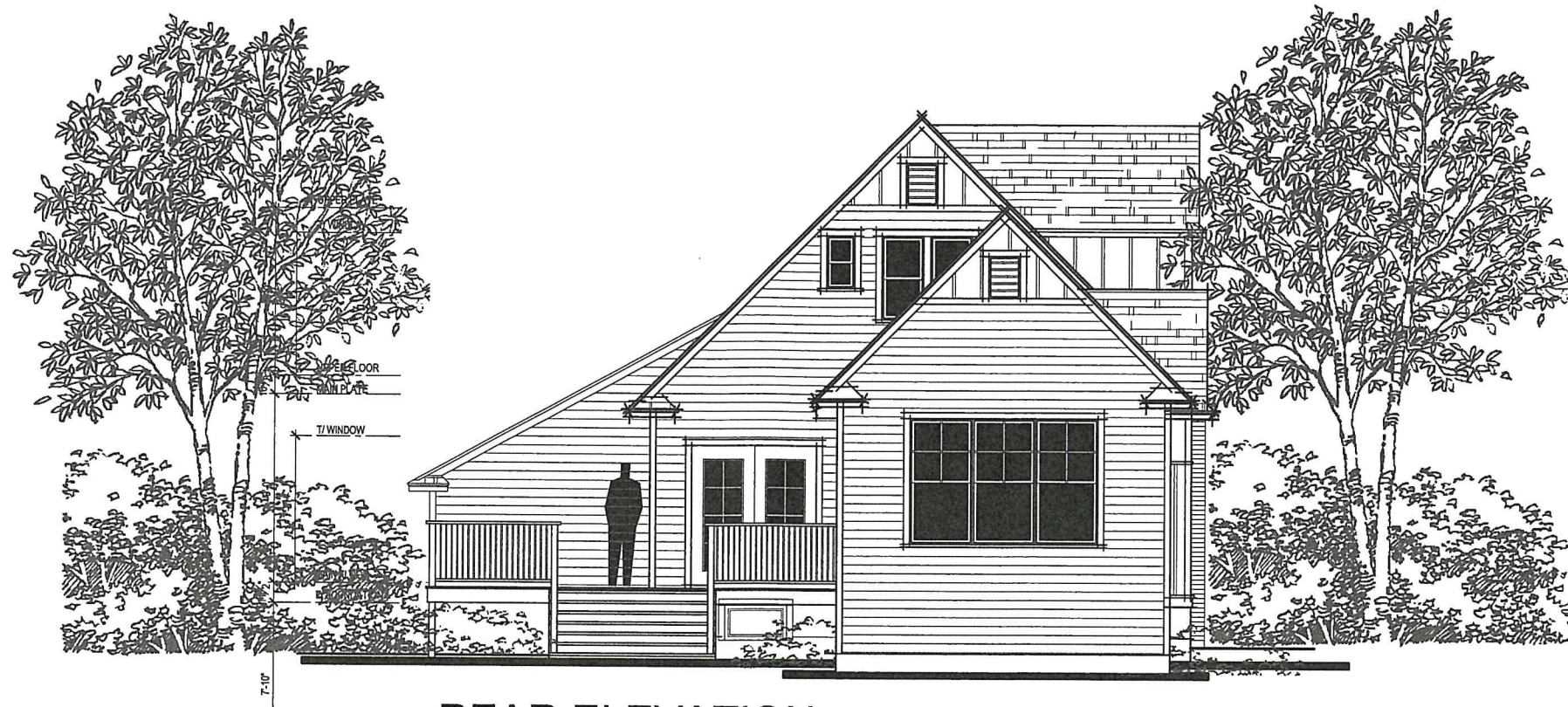
SUNNY ROOST / PRIVATE RESIDENCE
 1626 EVERGREEN LANE
 LAKE GENEVA, WISCONSIN

CōBŪ ARCHITECTURE STUDIO

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

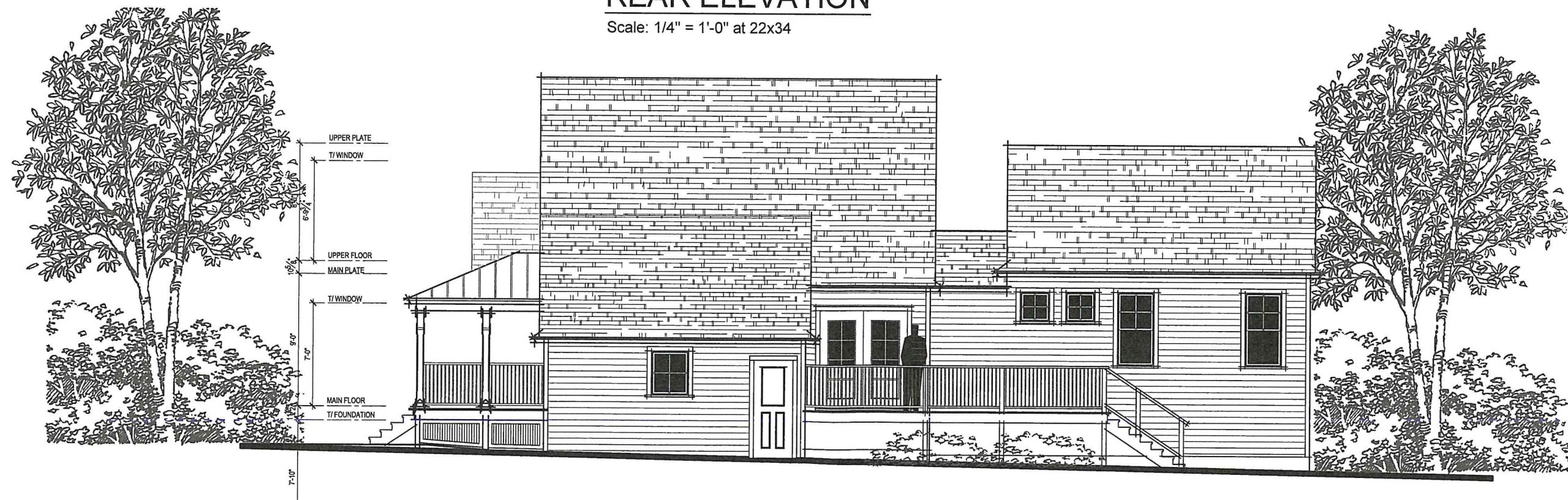
March 9, 2021





REAR ELEVATION

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



RIGHT ELEVATION

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

PROPOSED ELEVATIONS

SUNNY ROOST / PRIVATE RESIDENCE
1626 EVERGREEN LANE
LAKE GENEVA, WISCONSIN

CōBū ARCHITECTURE STUDIO

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

March 9, 2021



RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a Precise Implementation Plan (PIP) filed by Nicholas Kammes d.b.a.1224 E. Pinecrest Ln. Elkhorn WI 53121 for a request to utilize the building located at 220 Cook St. as a Commercial Indoor Lodging land use in the Central Business (CB) zoning district. Tax Key No. ZOP000243			
Committee:	Plan Commission approved April 19, 2021		
Fiscal Impact:	N/A		
File Number:	21-R30	Date:	April 26, 2020

WHEREAS, the City Plan Commission has considered the application of, Nicholas Kammes d.b.a.1224 E. Pinecrest Ln. Elkhorn WI 53121 for a request to utilize the building located at 220 Cook St. as a Commercial Indoor Lodging land use in the Central Business (CB) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on April 8, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Precise Implementation Plan (PIP) to Nicholas Kammes d.b.a.1224 E. Pinecrest Ln. Elkhorn WI 53121 for a request to utilize the building located at 220 Cook St. as a Commercial Indoor Lodging land use in the Central Business (CB) zoning district,

Tax Key No. ZOP00243

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

- A bona fide lease for offsite vehicle parking (2 stalls) at 911 W. Main St.
- No outdoor storage
- No noise discernible past the lot line
- Meet the Wisconsin fire code

Granted by action of the Common Council of the City of Lake Geneva this 26th day of April 2021.

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

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 13

Applicant:

Nicholas Kammes
1224 E. Pinecrest Ln.
Elkhorn, WI 53121

Request:

220 Cook St.
Amend existing Precise Implementation Plan
(PIP) Tax Key No. ZOP00243

Description:

The applicant is submitting a proposal to amend the existing PIP of the Planned Development process which is the Precise Implementation Plan (PIP). The property located at 220 Cook St., Tax Key No. ZOP00243, zoned Planned Development (PD).

The application of the existing PIP is to include amendment to the Commercial Indoor Lodging land use, and to retain a lease agreement for 2 off premise parking spaces at 911 W. Main St.

Project Details from (PIP) Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Precise Implementation Plan (PIP):

As part of the consideration of the requested (PIP), the Plan Commission is required to:

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

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

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

A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:

- a. In general, the proposed PIP is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan,

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

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

- e. The proposed PIP is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed PIP do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Precise Implementation Plan (PIP):

1. Staff recommends that the Plan Commission recommend approval of the proposed PIP as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

APPLICATION FOR PRECISE IMPLEMENTATION PLAN OR AMENDMENT
City of Lake Geneva

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

220 Cook St Lake Geneva WI ZIP00243 Lot 12 Blk
25 Exc. 89.67' Original Plat City of Lake Geneva

Name and Address of Current Owner: Nicholas Kammes 1224 E Pinecrest
Lane, Elkhorn WI 53121

Telephone No. with area code & Email of Current Owner:

630-664-9576 nkammes@gmail.com

Owner Signature: 

Name and Address of Applicant:

Nicholas Kammes 1224 E Pinecrest Ln Elkhorn, WI 53121

Telephone No. with area code & Email of Applicant: 630-664-9576 nkammes@gmail.com

Proposed Use:

Commercial Indoor Lodging

Zoning District in which land is located: Planned Development

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

N/A

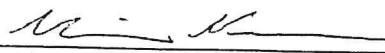
Short statement describing activities to take place on site:

2- 1, bedroom commercial indoor lodging, upstairs
1- 1, bedroom commercial indoor lodging, downstairs
If current tenant in lower South eventually leaves, this unit
will be converted into 1, bedroom commercial indoor lodging
These will be used as commercial indoor lodging year around

PIP fee \$400.00, payable upon filing application.

2-28-21

Date


Signature of Applicant

Application for Precise Implementation Plan

Dear planning commission members,

I am applying for an application precise implementation plan for commercial indoor lodging use at 220 Cook St, ZOP 00243

Attached please find all applicable information about this property including zoning, parking, and floorplans.

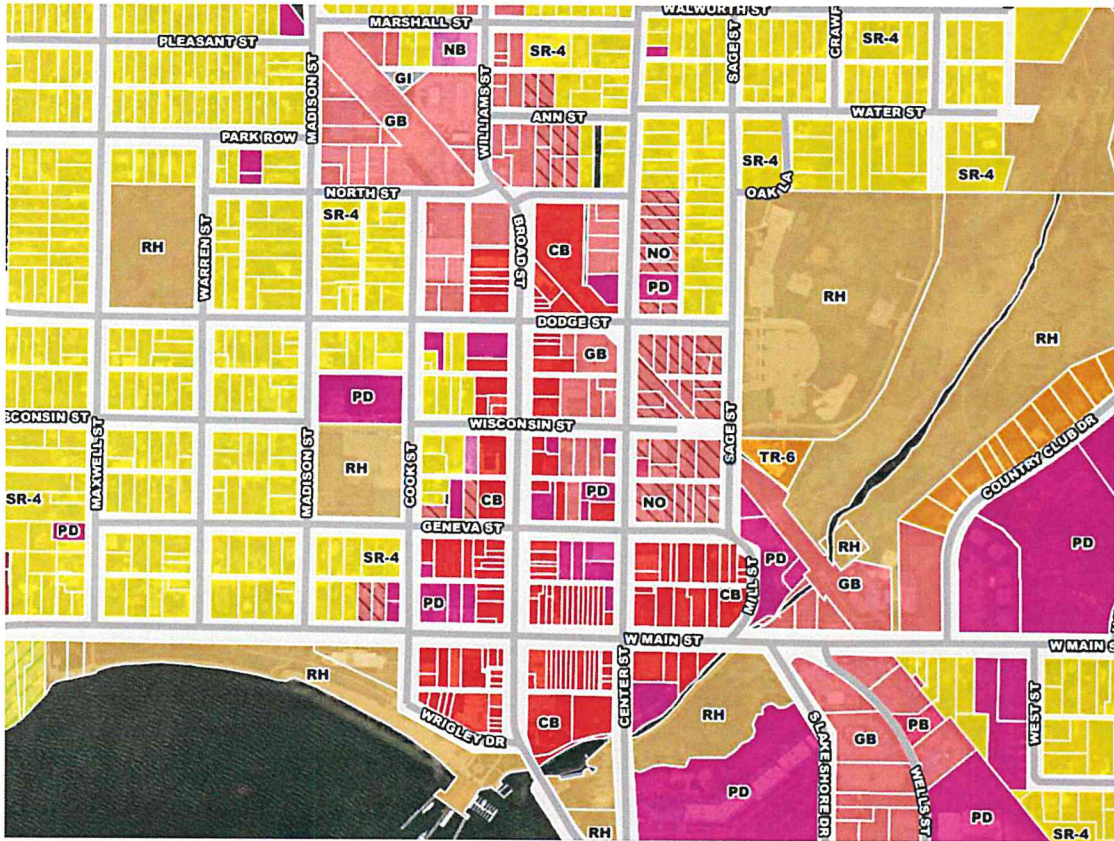
The property is currently being operated as a commercial indoor lodging. There is an existing vacation rental in the next block South and two bed and breakfast in the next block north. No changes are being made to the operation or structure of the building which was previously approved as a precise implementation plan in the regular city council meeting Monday Sept 28th 2015. This will remain as an upscale vacation rental

Building still contains 2, 1 bedroom commercial lodging units upstairs, and 1, 1 bedroom commercial lodging unit downstairs. We have provided 1 parking space on site per 2 guests.

This property will be professionally maintained and will be operated with care and attention to detail. I am excited about the additional possibility to partner with many of the surrounding local businesses to stimulate the downtown Lake Geneva economy.

Thank you,

Nicholas Kammes



Zoning Classification

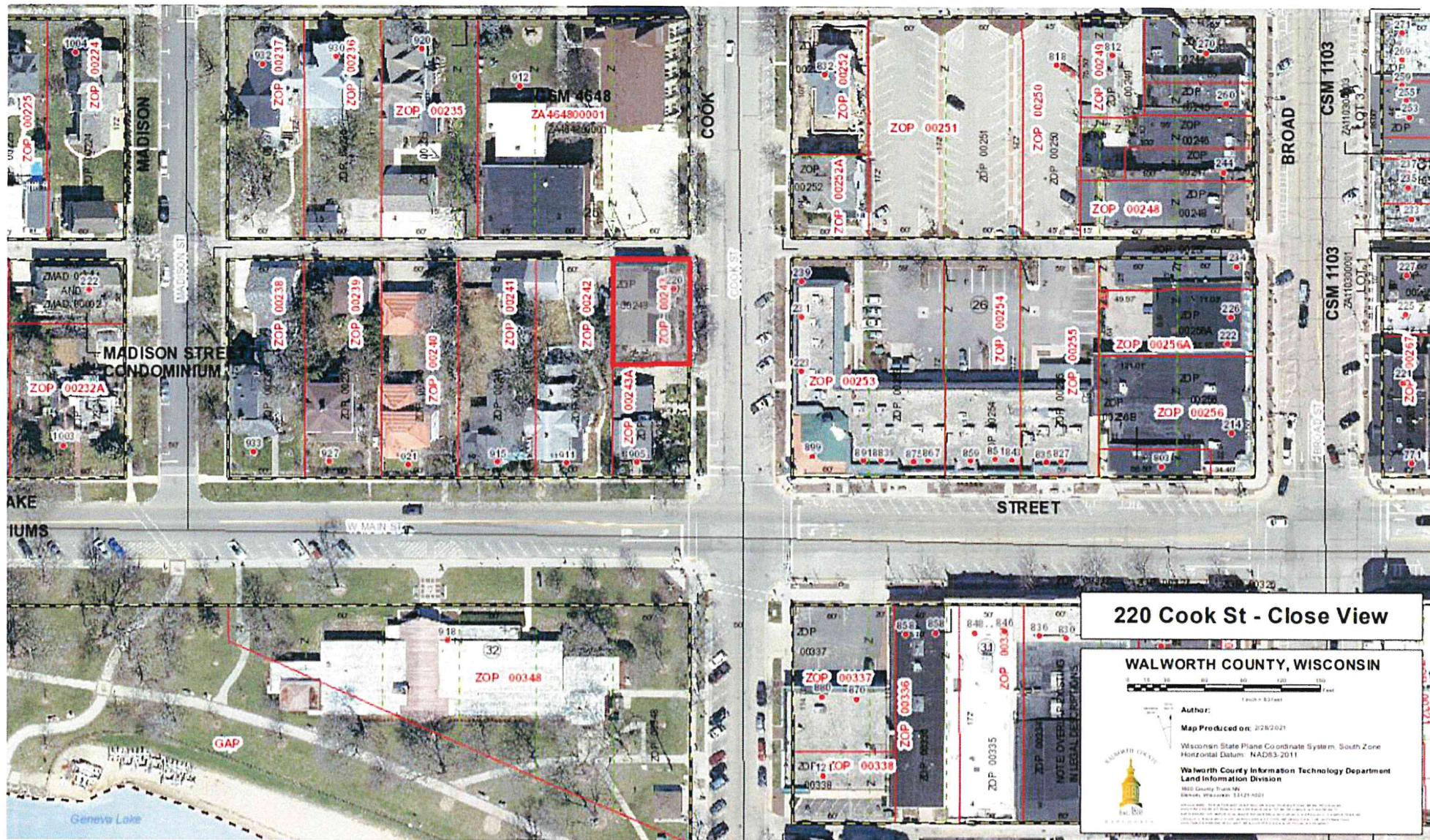
Planned Development (PD) District

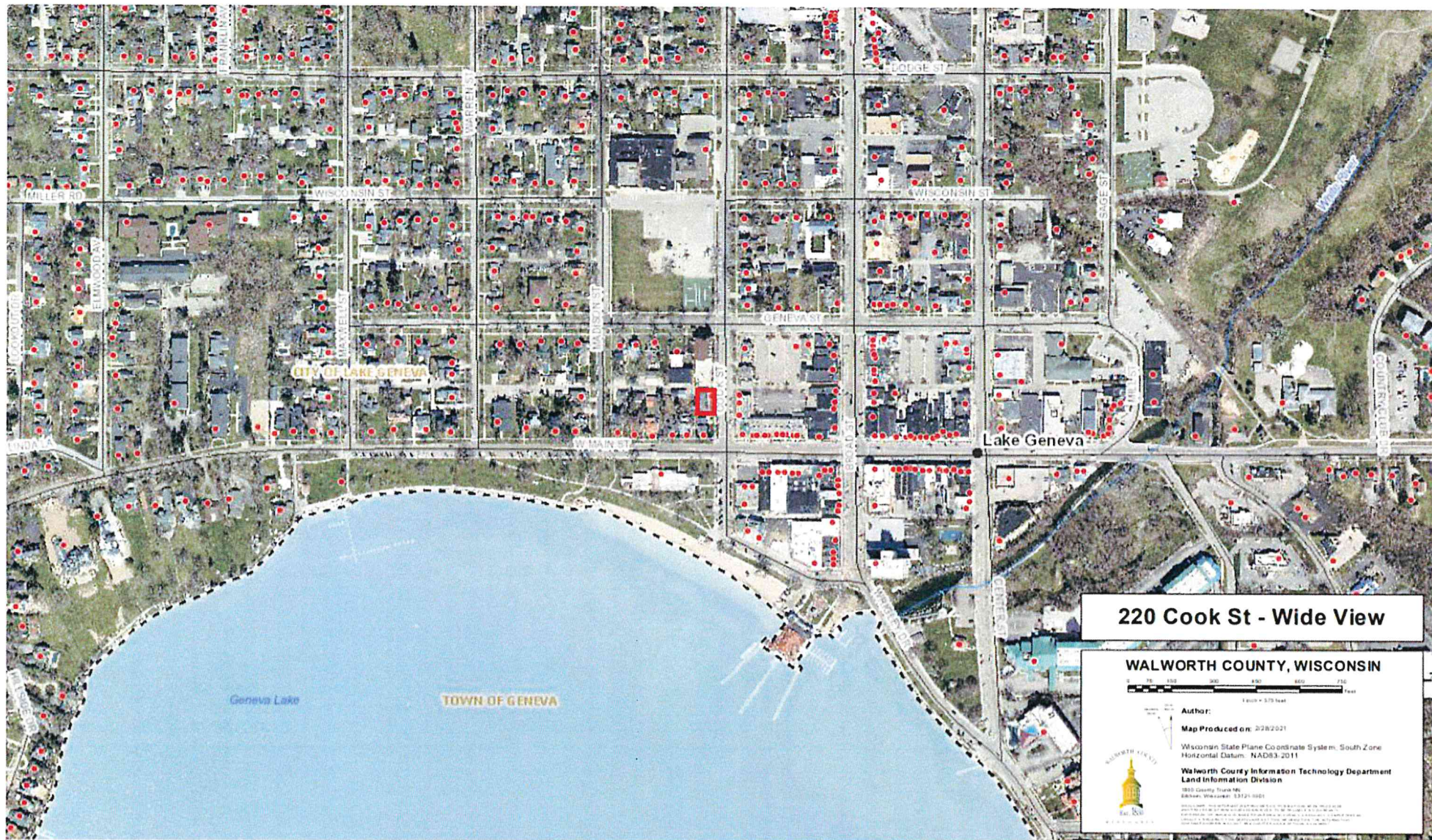
Development Standards: development standards are flexible within this zoning district. Refer to Section 98-914(2) for the range of development standards potentially available in this zoning district.

Land Use Requirements: All land uses listed as "Residential", "Institutional", or "Commercial" in Section 98-203, and permitted in the base zoning district, may be permitted within a Planned Development.

Structures: 2, 1-bedroom units upstairs and 1, 1-bedroom unit downstairs

Parking: 2 parking spaces on property lot and 2 leased spaces.





220 Cook St - Wide View

WALWORTH COUNTY, WISCONSIN

0 100 200 300 400 500 600 700 Feet

1 inch = 573 feet

Author:

Map Produced on: 2/28/2021

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



Walworth County Information Technology Department
Land Information Division

800 County Trunk Rd.

Elkhart, Wisconsin 53121-0001

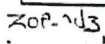
THIS MAP WAS PREPARED BY THE WALWORTH COUNTY LAND INFORMATION DIVISION. IT IS THE PROPERTY OF WALWORTH COUNTY AND IS LOANED TO YOU. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WALWORTH COUNTY. WALWORTH COUNTY ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS MAP.

Current and Future Floorplan

No changes will be made to floorplan.

Upper North		Upper South				
Bedroom	Living Room		Kitchen/ Living Room			
Bathroom	Kitchen		Bedroom	Closet	Hall Bathroom	
Lower North		Existing Commercial				
Bedroom	Living Room					
Bathroom	Kitchen					

No changes from current plan, existing parking spots + 2 rented spots



Copy of parking lease

Leo Wilken, as Lessor, does hereby agree to let to Ken Wenz, his successors and/or assigns as Lessee, 2 parking spaces located at 911 Main St., Lake Geneva WI 53147 while property is owned by Wilken Enterprises. The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

Terms and Conditions:

1. **Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.
2. **Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. **Parking Lot Attendants.** N/A
4. **Payments by Lessee.** Lessee agrees to pay \$195 per quarter for the lease of the aforementioned parking spaces. Lessee is to make such leasehold payment (to Lessor or Lessor's Agent) in person (or by mail) at 911 Main St., address. Payments shall be made in advance by Lessee on the first of each month.
5. **Receipts by Lessor.** Lessor agrees to provide a statement for each billing period.
6. **Term of Lease.** 9-1-15 until no longer needed but at the minimum until 9-1-25 unless property held by Wilken Enterprises is sold. If sold, upon or after day of closing the new owners have the option to terminate with a 90 day written notice.
7. **Damages and Loss of Equipment.** N/A

EXECUTED AND AGREED by the parties hereto, this 9th day of September, 2015

Leo Wilken

Signature & Date

Leo Wilken 2/10/21

Ken Wenz

Signature & Date

Ken Wenz 2-10-21

REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 28, 2015 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

Mayor Connors called the meeting to order at 7:00 p.m.
The Pledge of Allegiance was led by Alderman Gelting.

Roll Call. Present: Mayor Connors, Aldermen Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell. Also Present: City Administrator Oborn, City Attorney Draper, and City Clerk Waswo

Discussion/Action on a Precise Implement Plan (PIP) Amendment filed by Ken Wenz, 1131 Wisconsin Street, Lake Geneva, WI 53147 for his property to convert from a Commercial Apartment and Retail space to Commercial Indoor Lodging at 220 Cook Street, Lake Geneva, WI 53147, Tax Key No. ZOP 00243, including all staff recommendations, and conditioned upon the existence of a bona fide lease for the additional required parking stalls. The lease term must run as long as the property is operated as the application states. The bona fide lease would show a valid consideration between the parties. It can be open ended but must continually renew in some form. It must have a valid description of the property that is subject to the lease and must be legally enforceable.

Kupsik/Hill motion to approve including the conditions of having a bona fide lease to run the term of the rental, no outside storage, noise not discernible past the lot line, meet the state fire code, and the Commercial Indoor Lodging would be for the current owner only.

Alderman Chappell asked if the amendment is concurrent as long as it operates as the application states; meaning if it wants to go back to retail stores, this would not be applicable. City Attorney Draper stated if it were to return back to the previous state, they would have to come in with an amended Precise Implementation Plan. Alderman Hedlund questioned if the property were sold, would it go back to square one. Mr. Draper stated the new person would have to make application with this PIP and it would have to be approved. City ordinances state that Precise Implementation Plans have the same procedures as are done with Conditional Use. Alderman Hill questioned if anything is changing in the zoning. Mr. Draper said no; they are simply changing the PIP of the Planned Development that already exists.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voted "yes."
Unanimously carried.

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of a Limited Conditional Use Permit (CUP) filed by Luke Pfeifer, 304 S. Wells St Lake Geneva, WI 53147, for a request to utilize the properties located at 304 S. Wells St. and 421 Baker St. to allow Outdoor Commercial Entertainment in the General Business (GB) zoning district for the property's located at Tax Key Nos. ZA452900001.

Committee:	Plan Commission approved April 19, 2021		
Fiscal Impact:	N/A		
File Number:	21-R31	Date:	April 26, 2021

WHEREAS, the City Plan Commission has considered the application of a Limited Conditional Use Permit for Luke Pfeifer, 304 S. Wells St Lake Geneva, WI 53147, for a request to utilize the properties located at 304 S. Wells St. and 421 Baker St., to allow Outdoor Commercial Entertainment in the General Business (GB) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on April 8, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Limited Conditional Use Permit to Luke Pfeifer, 304 S. Wells St Lake Geneva, WI 53147, for a request to utilize the properties located at 304 S. Wells St. and 421 Baker St. to allow Outdoor Commercial Entertainment in the General Business (GB) zoning district.,

Tax Key Nos. ZA452900001.

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

The applicants shall comply with:

- Amplification of sound only permitted in areas B as depicted on the site plan.
- Acoustical music permitted in areas A as depicted on the site plan.
- Comply with Municipal Code 46-4 Loud and unnecessary noises.
- Comply with Zoning Ordinance 98-709 Noise Standards.
- Review of the Limited Conditional Use Permit 1 year after issuance.

Granted by action of the Common Council of the City of Lake Geneva this 26th day of April, 2021.

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

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

Charlene Klein, Mayor _____ Date

Attest:

Lana Kropf, City Clerk _____ Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 14

Applicant:

Luke Pfeifer d.b.a LuMoBay LLC.
304 S. Wells St.
Lake Geneva WI 53147

Request:

304 S. Wells St. & 421 Baker St.
Maxwell Manson
Conditional Use Permit for Outdoor Commercial
Entertainment Tax Key No. ZA452900001
Zoned General Business (GB)

Description:

The applicant is submitting for a Conditional Use Permit (CUP) request that will allow for the property located at 304 S. Wells St & 421 Baker St. commonly known as Maxwell Mansion to conduct Outdoor Commercial Entertainment land use in the General Business (GB) zoning Tax Key No. ZA452900001.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

The Outdoor Commercial Entertainment land will need to abide by the municipal noise ordinance 46-4,

46-4(b)

Loud and/or unnecessary noise prohibited. It shall be unlawful for any person to make, continue or cause to be made or continued any loud and/or unnecessary noise **between the hours of 9:00 p.m. and 7:00 a.m. on weekdays, and between the hours of 9:00 p.m. and 8:00 a.m. on weekends.**

[Amended 6-22-2020 by Ord. No. 20-05]

46-4(c)(2)

Radios, music or audio systems, machines or devices, speakers, amplifiers and similar devices. The use of, operation or permitting to be played, used or operated, any radio receiving set, musical instrument, music or audio system, machine or device, speakers, amplifiers and similar devices for the producing or reproducing of sound in a loud and unnecessary manner. The operation of any radio, stereo or other similar instrument, music system, machine or device in a manner as to be heard outside a seventy-five-foot radius of the source from which it is projected shall be prima facie evidence of a violation of this section, except for those activities allowed by permit issued by the City.

Action by the Plan Commission:

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

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

- Provide the Common Council with a *recommendation* regarding the proposed Limited CUP;

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

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

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

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

either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

- d. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- e. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Conditional Use Permit:

- 1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
- 2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):
304 S Wells St and 421 Baker St - See Exhibit A attached for full legal description and parcel number.

Name and Address of Current Owner: LuMoBay Max, LLC

304 S Wells St. Lake Geneva, WI 53147

Telephone No. with area code & Email of Current Owner: _____

262-248-9711 x711 luke@adventurehospitality.com

Owner Signature: _____

Luke Pfeifer, Authorized Agent of LuMoBay Max, LLC

Name and Address of Applicant: _____

Maxwell Mansion, LLC

24452900001

304 S Wells St. Lake Geneva, WI 53147

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

262-248-9711 x711 luke@adventurehospitality.com

Proposed Conditional Use: Outdoor Commercial Entertainment

Zoning District in which land is located: General Business

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

n/a

Short statement describing activities to take place on site:

Continuing as the past two owners have with outdoor events and entertainment. Examples of outdoor events

include weddings, receptions, and socials gatherings. Entertainment includes music, bands, singers, and performers.

Events and entertainment at times may require use of one or more tents within the fenced in area of the property.

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

March 2, 2021

Date

Luke Pfeifer
Signature of Applicant

Luke Pfeifer, Authorized Agent of Maxwell Mansion, LLC

Exhibit A - Legal Description of Property

LOT 1 OF CERTIFIED SURVEY MAP NO. 4529, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WALWORTH COUNTY, WISCONSIN ON JUNE 04, 2014, IN VOLUME 29 OF CERTIFIED SURVEY MAPS, PAGE 295, AS DOCUMENT NO. 885940, BEING LOTS 1, 4, 5, 8, 9, & 12 AND PART OF THE VACATED ALLEY OF BLOCK 35 OF ORIGINAL PLAT OF THE CITY OF LAKE GENEVA, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 36, TOWNSHIP 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

Tax Key No: ZA452900001

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓

Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____

↓

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

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

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

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

See attached Exhibit B

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

See attached Exhibit B

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

See attached Exhibit B

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

See attached Exhibit B

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

See attached Exhibit B

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

See attached Exhibit B

IV. FINAL APPLICATION PACKET INFORMATION

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

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

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

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

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

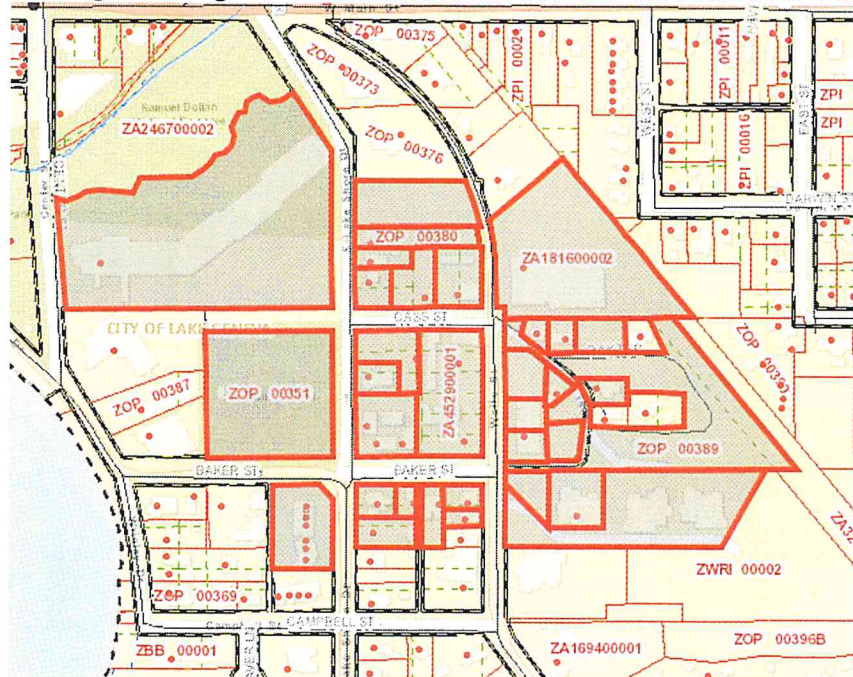
____ Class 2 Legal Notice published on _____ and _____ by: _____

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

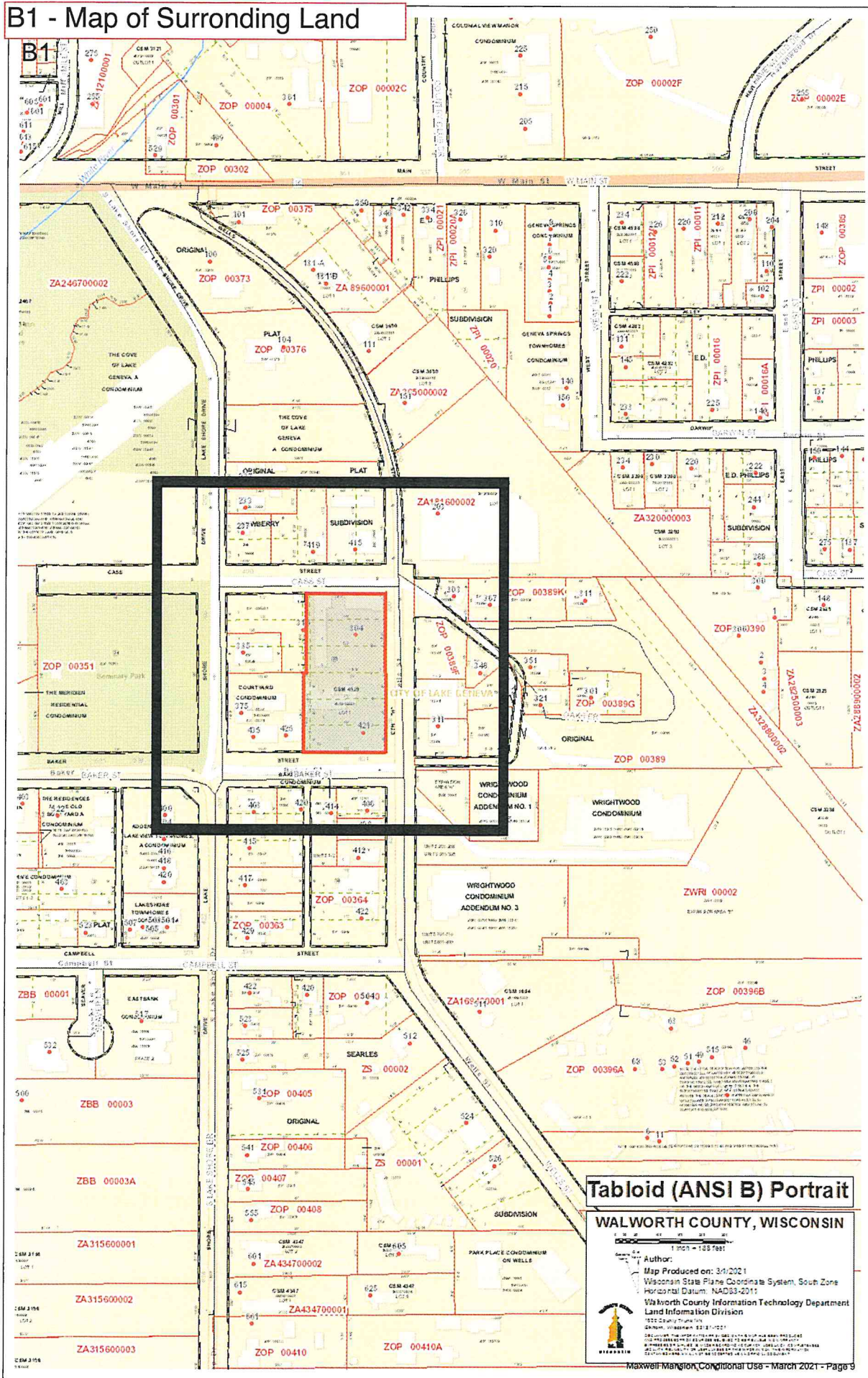
Exhibit B – Additional Information – Maxwell Mansion

(a) A map of the proposed conditional uses

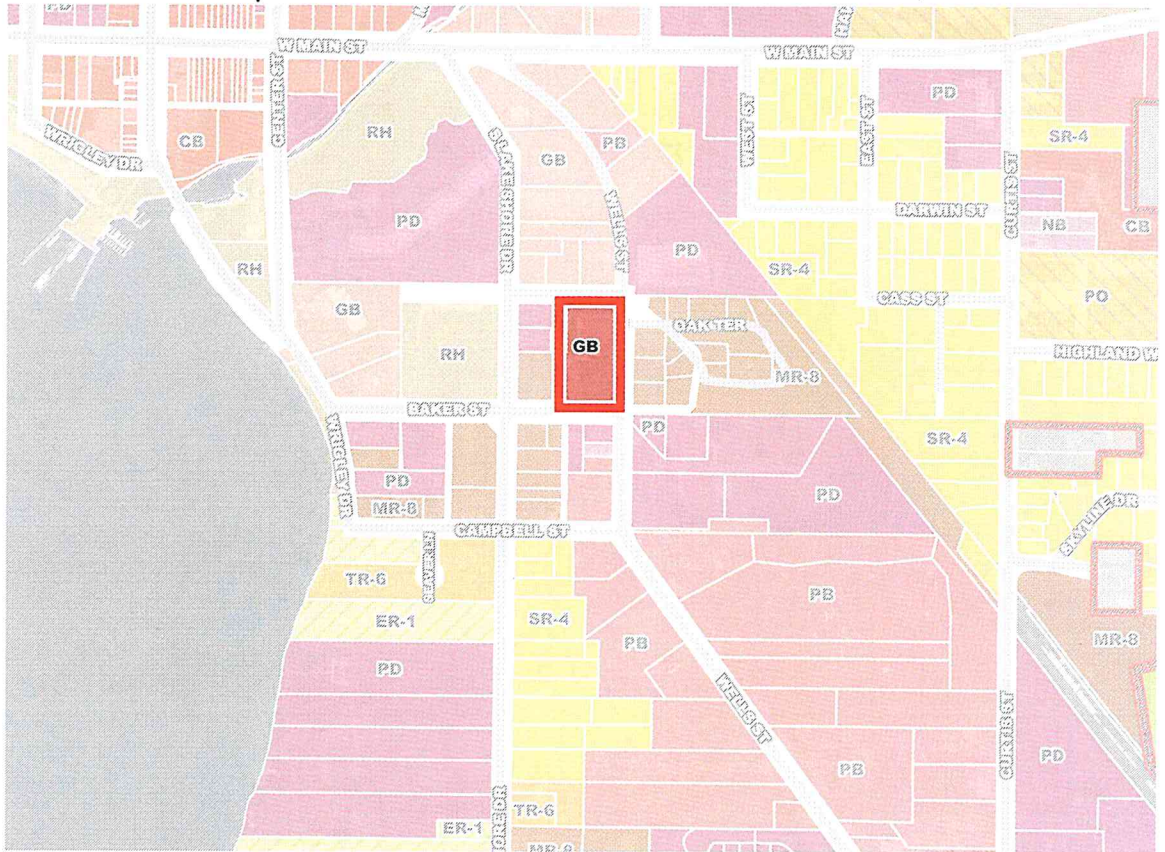
- See next page for a map of property and area properties (B1)
- See the list of owners following the property map (B2). The immediate image below is an image showing the lots included in the list. Lots are outlined in a thick red line.



B1 - Map of Surrounding Land



(b) Area Land Use Map



(c) Written description of proposed condition use

Outdoor Commercial Entertainment at 421 Baker St/304 S Wells St as follows:

- (a) Outdoor events such as weddings, receptions, meetings, and gatherings that may or may not be held within a tent structure and congruent with our existing liquor license:
 - a. The front lawn area of the Mansion facing Baker Street
 - b. The garden, patio, and terrace areas to the north of the Mansion
 - c. The existing outdoor pool
 - d. The gazebo and firepit area to the north of the pool
- (b) Outdoor socialization, eating, and drinking spaces congruent with our existing liquor license
 - a. The front lawn area of the Mansion facing Baker Street
 - b. The garden, patio, and terrace areas to the north of the Mansion
 - c. The existing outdoor pool
 - d. The gazebo and firepit area to the north of the pool
- (c) Live entertainment provided by Maxwell Mansion for the enjoyment of residents, visitors, and our guests that may or may not be held within a tent structure and congruent with our existing liquor license:
 - a. The garden, patio, and terrace areas to the north of the Mansion
 - b. The existing outdoor pool
 - c. The gazebo and firepit area to the north of the pool

(d) Site Plan

See next page

Maxwell Mansion Site Plan

Updated March 2, 2021

Conditional Use Application: Outdoor Commercial Entertainment



(e) Written Justification

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

The Lake Geneva Comprehensive Plan adopted in March 2020 has numerous recommendations that align well with the continued tradition of outdoor events at Maxwell Mansion. Chapter 9 Section K of the plan identifies the economic development goal as: "Attract and retain businesses that enhance the City's character and appearance and strengthen and diversify the non-residential tax base and employment opportunities."

The events at Maxwell attract tourism to the city and downtown corridor and enhance the community character while providing additional recreational and entertainment options for the residents of Lake Geneva.

The most common outdoor events held at Maxwell Mansion are weddings. The weddings are generally less than 150 guests, although our primary target market is under 100. Weddings bring in business to the Lake Geneva area, including but not limited to lodging (outside Maxwell), catering, restaurants, beauty salons, bakeries, florist, and shopping. The continuing operation and maintenance of the property is supported by events that historically have made up approximately 35% of the total revenue.

The events and entertainment also allow us to employ more individuals bringing additional money back into our economy. Our average wage far exceeds the minimum wage and is above average for the area.

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

Maxwell Mansion has a long and storied history in the Lake Geneva community. The Mansion was built in 1856 by one of the founders of Lake Geneva, Dr. Philip Maxwell. The property has tremendous character for locals and visitors to enjoy. Maxwell exists in its current state because of the revenue it generates as a boutique hotel, upscale craft cocktail bar, and event venue.

The Lake Geneva Comprehensive Plan that was updated in March 2020 identified the Cultural Resource Goal in Chapter 4 Section E as: "Preserve and enhance the City's historic small-town character, identity, and rich culture." Holding events such as weddings allow

those to be wed and families to celebrate in our community and at one of the community's most prized historical assets. This all while generating revenue to support the history of the Mansion and bring in a positive economic impact to the area.

For the last 13+ years, holding events outdoors has allowed the business to grow while maximizing the property's green and open space, congruent with the Foster "Green" Business Growth section of Chapter 9 of the comprehensive plan.

We purchased Maxwell Mansion as we saw it as a hidden gem within the Lake Geneva area filled with character and surrounded with opportunity. Our goals are focused not only on caring for our family but also on working together to enhance the vibrant local economy. Events and entertainment are a crucial part of the property's revenue, which allows us to preserve the rich history of the Mansion and contribute to the cultural heritage of the area.

- 3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?**

Holding outdoor events at any location will generally bring up two primary concerns from area residents and businesses—the first being parking. Our events and entertainment typically occur in the evening hours. Within a two-block walking radius of the property, there is street parking and public paid parking. This is in addition to our parking lot that has enough capacity for overnight guests and additional visitors. If overflow parking is required for an event, we have permission from the YMCA to make overflow parking arrangements for that event in their lot.

The second primary concern is noise. We will comply with the noise ordinance hours of operation & decibel levels as depicted in the noise ordinance and are revising our event guidelines regarding outdoor amplified music and sound congruent with the current city ordinance. As quiet hours for the city begin at 9pm this inevitably will be a difficult conversation with many events that were booked before us taking ownership now being told that their special day must change. As a family, we are both from small communities, and building strong community bonds is core us. As we are living on the property with our 6-year-old daughter, we, too, are a part of the neighborhood. We will always do our best to work with neighbors and the local area to be the best partner possible while ensuring the overall community, our team members, and our family's means are met.

The proposed conditional use does not change the type or size of outdoor events that have been held on the property over the last two owners dating back at least 12 years. Therefore, the impact from this conditional use will have no additional adverse impact on the neighborhood.

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Outdoor commercial entertainment is permitted in General Business zoned properties with a conditional use permit. The use of the property as described in this conditional use congruent with the land use based on the zoning of the property.

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

The conditional use does not place any additional burden on any of the improvements, facilities, utilities, or services provided by public agencies serving the property. Events and entertainment have been occurring on the property, both indoor and outdoor, since at least 2008, when it was the Golden Oaks Mansion. The size of events and entertainment to be held is not increasing in size compared to the current and prior use.

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

The proposed conditional use outweighs all potential adverse impacts of the proposed conditional use. In 2019 event revenue alone attributed for over \$250,000 in economic impact based on data available to us in systems from the prior owner. The overall impact is far more significant than this when factoring in the additional lodging, retail, and restaurant spend these guests brought to the area outside of Maxwell Mansion.

As mentioned in the Comprehensive Plan, there naturally will be some tensions where current land uses, regardless of zoning, connect. We will always continue to do our best and work with area residents and businesses to be the best community partner possible while ensuring we are able to maintain and support the property and historic Mansion.

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

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

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

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

Follow-up pre-submittal staff meetings scheduled for:

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

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

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

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

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

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

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

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

↓
Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ by: _____

↓
n/a

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

____ Existing zoning district(s) (and proposed zoning district(s) if different);

____ Land use plan map designation(s);

____ Current land uses present on the subject property;

____ Proposed land uses for the subject property (per Section 98-206);

____ Projected number of residents, employees, and daily customers;

____ Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;

____ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

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

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

n/a ___ (c) **A Property Site Plan drawing which includes:**

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

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

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

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

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

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

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

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

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

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

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

III.FINAL APPLICATION PACKET INFORMATION

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

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

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

Development Review Committee (DRC) Application

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

Applicant Information

Property Address 421 Baker St / 304 S Wells St

Applicant name Maxwell Mansion, LLC Luke Pfeifer authorized agent

Applicant email luke@adventurehospitality.com Phone Number 262-248-9711

Architect/Contractor/Designer Name n/a

Architect/Contractor/Designer Email n/a Phone Number n/a

Type of Construction: New n/a Addition _____ Remodel _____

Type of Development: Single-family _____ Multi-family _____ Commercial X Industrial _____

Type of Business Boutique hotel, Craft Cocktail Bar, and Event venue

Engineering No development occurring on property, below sections are not applicable

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

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

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

Water/Sewer Utilities

If an existing structure please circle the following:

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

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

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

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

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

RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing to amend a Precise Implementation Plan (PIP) filed by Fairwyn SB Inc., 875 Townline Rd. suite 103 Lake Geneva 53147, for a request to amend the 2017 PIP proposal within Symphony Bay Subdivision Planned Development (PD) zoning district

Committee: Plan Commission approved April 19, 2021

Fiscal Impact: N/A

File Number: 21-R32

Date:

April 26, 2020

WHEREAS, the City Plan Commission has considered the application of, Fairwyn SB Inc., 875 Townline Rd. suite 103 Lake Geneva 53147 for a request to amend the 2017 Precise Implementation Plan in the Planned Development (PD) zoning district.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on April 8, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue an amendment to the existing 2017 Precise Implementation Plan (PIP) to Fairwyn SB Inc., 875 Townline Rd. suite 103 Lake Geneva 53147, for the Symphony Bay Subdivision in the Planned Development (PD) zoning district,

Symphony Bay Subdivision

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

Granted by action of the Common Council of the City of Lake Geneva this 26th day of April 2021.

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 19, 2021

Agenda Item: 12

Applicant:

Fairwyn SB. Inc.
875 Townline Rd.
Lake Geneva

Request:

Symphony Bay Subdivision
Amend existing Precise Implementation Plan (PIP)

Description:

The applicant is submitting a proposal to amend the existing PIP of the Planned Development process which is the Precise Implementation Plan (PIP).

This applicant is requesting a departure from the approved existing PIP, and remove the 21 approved duplex units (42 units) & 12 of the single family units, to be replaced with 44 single family lots.

This request will not increase the unit count of 427 previously approved homes for the development from the originally approved 2015 PIP.

Project Details from (PIP) Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Precise Implementation Plan (PIP):
As part of the consideration of the requested (PIP), the Plan Commission is required to:

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

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

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

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:

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

- d. The proposed PIP does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- e. The proposed PIP is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed PIP do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Precise Implementation Plan (PIP):

1. Staff recommends that the Plan Commission recommend approval of the proposed PIP as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

**APPLICATION FOR ZONING MAP AMENDMENT FOR PLANNED DEVELOPMENT
ZONING INCLUDING GENEVRAL DEVELOPMENT PLAN APPROVAL (PD/GDP) AND
ONE PRECISE IMPLEMENTATION PLAN APPROVAL (PD/PIP)**

Name of Applicant: Fairwyn SB, Inc.

Address of Applicant: 875 Townline Road

Suite 103

Lake Geneva, WI 53147

Telephone No. (262) 248.5010

Fax and/or email: (262) 248.8082 / rickzirk@gmail.com

Name of Owner: Same as Applicant

Address of Owner: Same as Applicant

Telephone No. ()

Fax and/or email: ()

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

Current Zoning District: PD

Fee of \$750.00 payable upon filing application.

1-21-21
Date


Signature of Applicant

LEGAL DESCRIPTION REDIVISION

All of Lots 504 thru 515, 519, and 520 of Symphony Bay Duplex subdivision and Lots 246 thru 258 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

Said parcels contain 312,809 square feet (7.181 acres), more or less.

Symphony Bay GDP / PIP Amendment Request Summary

The Symphony Bay development is an age targeted, active adult style community approved for a total of 427 single family attached (duplex) and detached homes. The General Development Plan for Symphony Bay was approved on July 27, 2015, and the PIP for the majority of the property was approved by the City Council on March 14, 2016. A revision allowing duplex units on a portion of the PIP approved single family home area was approved December 26, 2017.

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

- a) **Amendment Sought:** The developer, Fairwyn SB, is requesting departure from the approved 2017 amended GDP / PIP to replace 21 of the approved duplex lots (42 units), and 12 of the 65' foot wide single family lots with 44 single family home lots of the fifty foot (50') width allowed in the original GDP. The Developer **IS NOT** seeking an increase in project density. The revised PIP re-subdivides: the 21 duplex lots detached home lots, specifically lots 504 through 508, and 510 through 515 and 519 and 520; and 13 of the 65' width single family lots, specifically lots 246 through 258, into 44 of the 50' wide lots for single family home construction. A copy of the approved amended PIP, and a further revised PIP for this section of the property is attached at Exhibit 3. A map depicting the location of the re-platted lot area is also attached at Exhibit 3
- b) **Project Status:** Fairwyn SB is in the process of completing the development of final 46 single family home sites within Phase 3. At this point in time 100 of the first 116 home sites in Phase 2 have been sold. Just over 60 homes are now occupied by new residents of Lake Geneva. Our offsite lodge located at Buttons Bay is constructed and available for use by Symphony Bay residents.

Construction of the area associated with this request is scheduled for summer of 2021.

- c) **Project Density:** The project plans contemplate 427 total dwelling units on 145.35 acres of land. Project density remains at 2.94 dwelling units per acre. Unit type distribution remains unchanged as outlined below

Home Style	Previously Approved	Current
Single Family	369	369
Duplex	58	58

- d) **Impact on Nearby Properties and Streets:** Existing rights of way were not impacted by the re-platting of this area. Adjustments will be made to lots in future phases to reconcile the lot count to provide for no more than 427 units.
- e) **General Relationship to Approved GDP :** The proposed amendment DOES NOT increase project density. The revision is consistent with the goals of the current PD Zoning and General Development Plan
- f) **Zoning Standards:** There is no request for additional zoning standard relief from what was previously approved for Symphony Bay.

- g) **Zoning Exemptions**: There is no request for additional zoning exemption relief from what was previously approved for Symphony Bay.

Exhibit 1
Legal Description

All of Lots 504 thru 515, 519, and 520 of Symphony Bay Duplex subdivision and Lots 246 thru 258 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

Said parcels contain 312,809 square feet (7.181 acres), more or less.

Exhibit 2
Property Maps and Adjacent Property Data

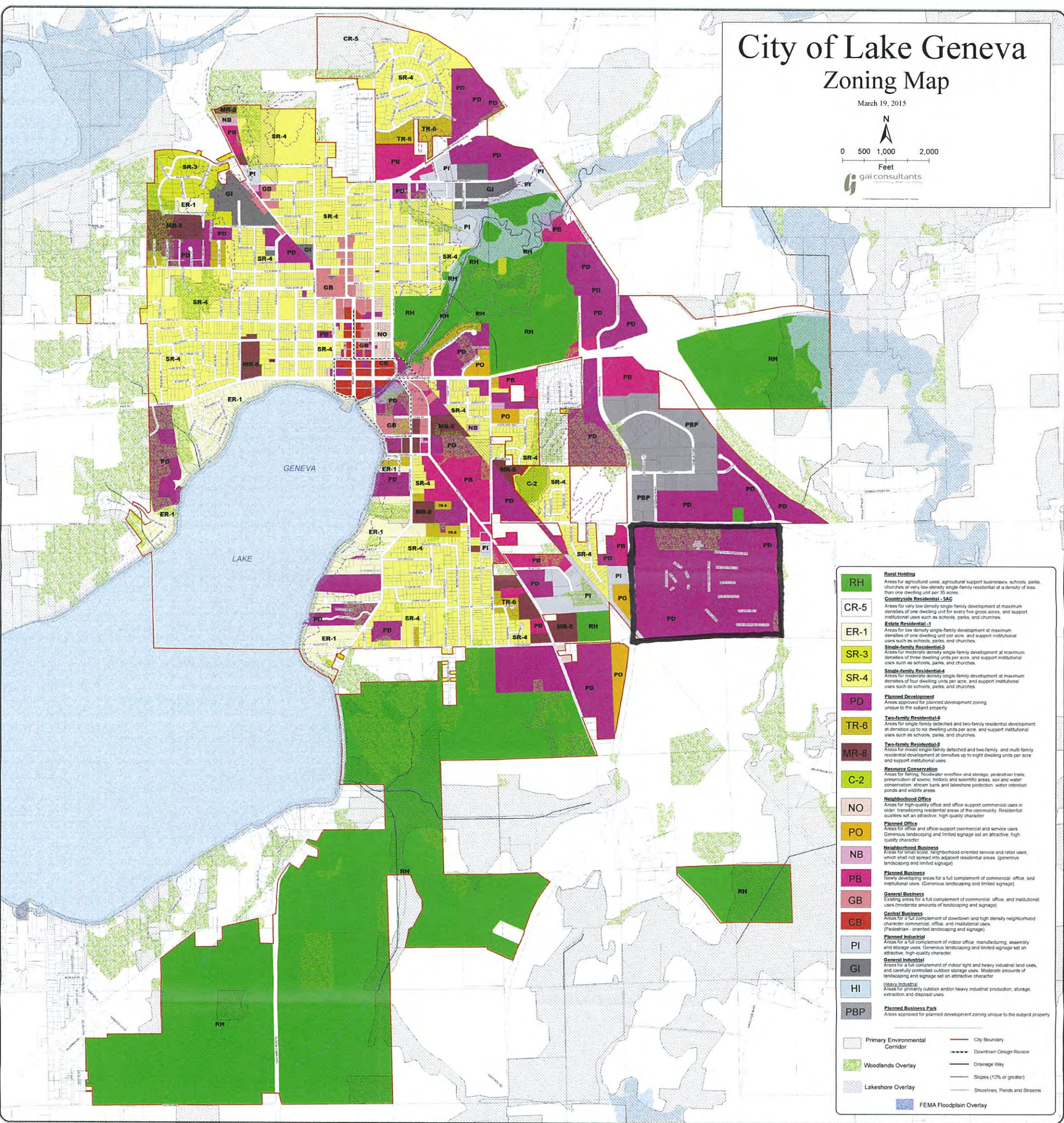
Exhibit 3
Approved PIP and Amended PIP Data

City of Lake Geneva Zoning Map

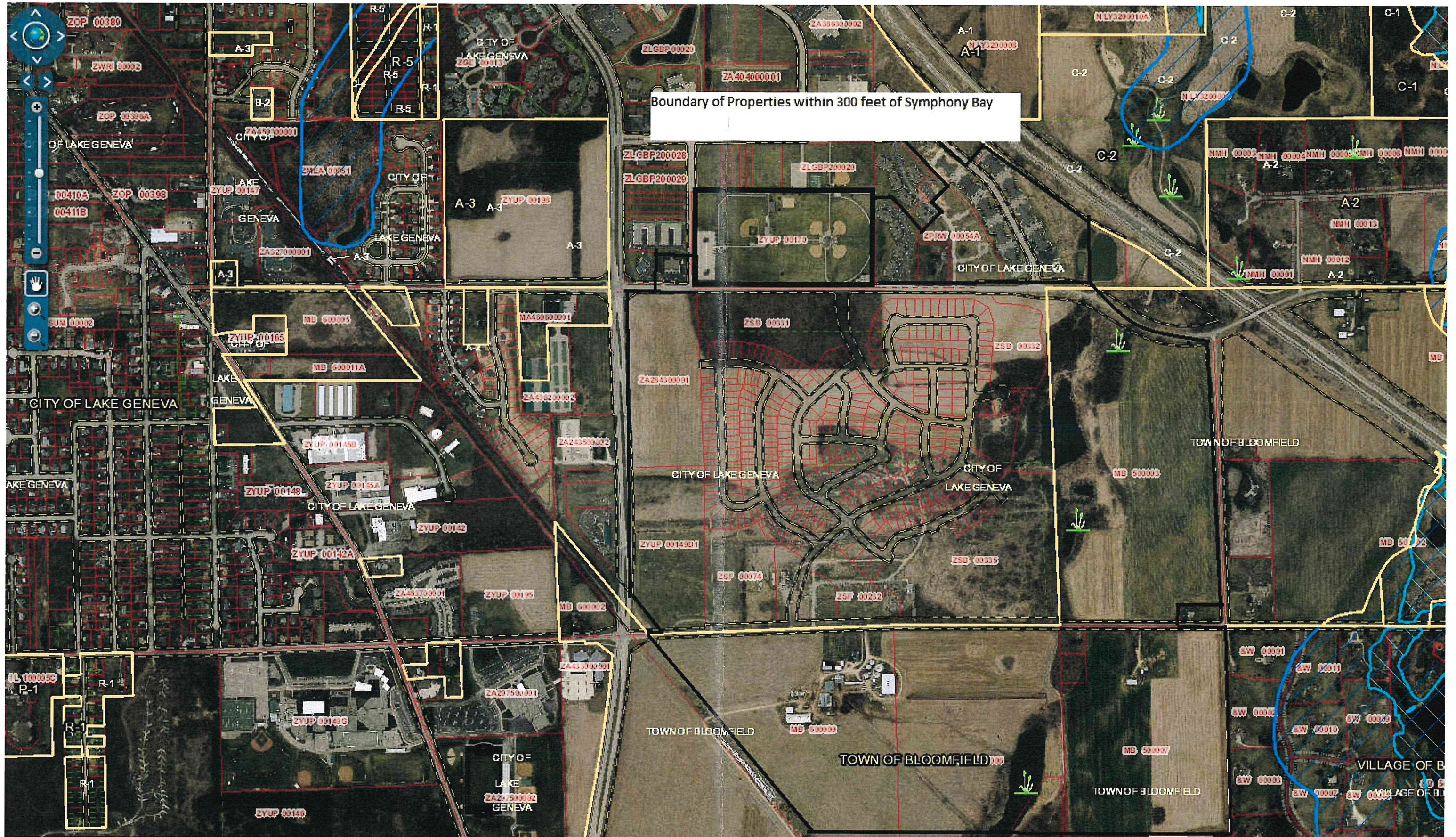
March 19, 2015

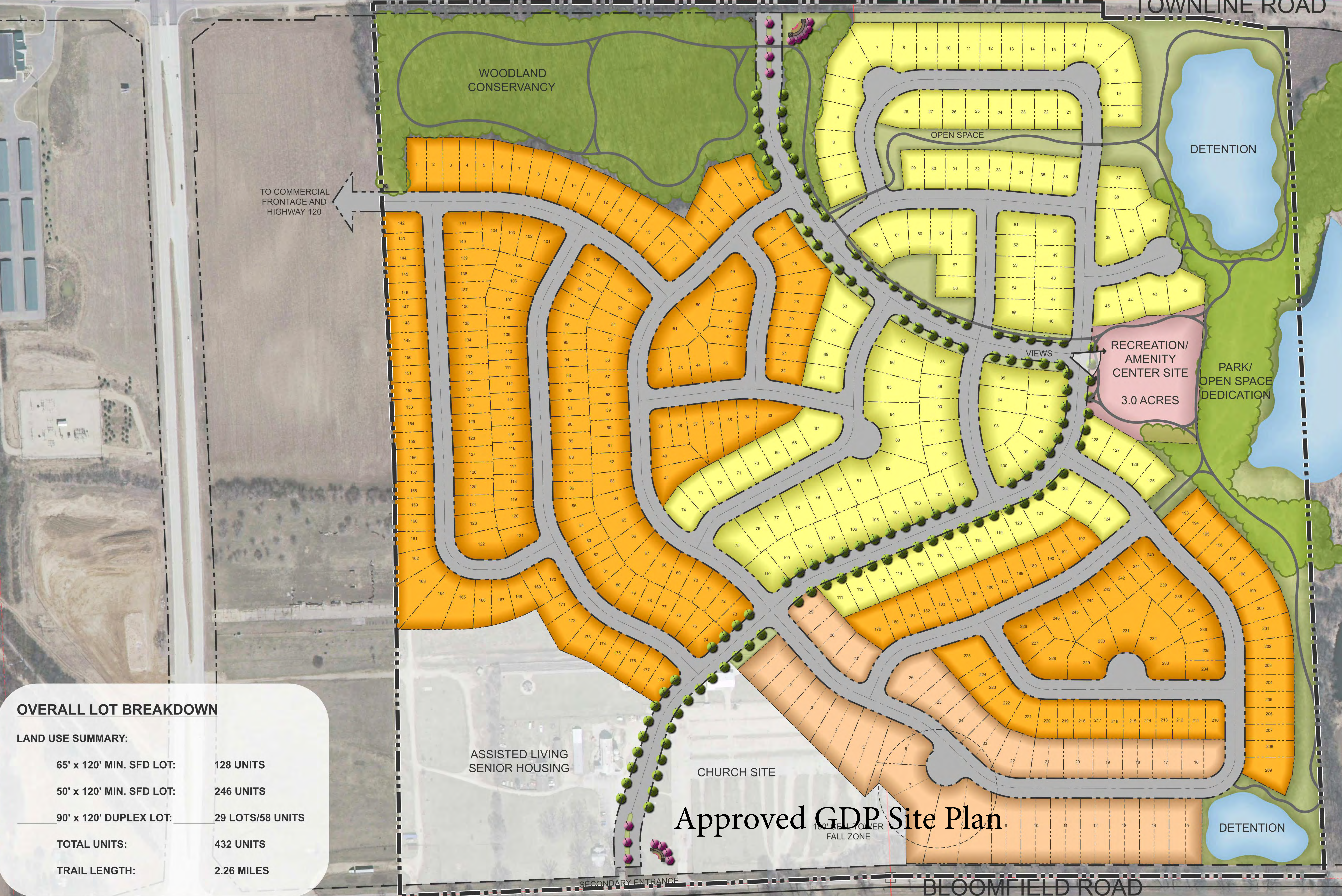


gai consultants
INCORPORATING AIAI CONSULTANTS



- RH Rural Holdings**
Areas for agricultural uses, agricultural support businesses, schools, parks, churches or very low-density single-family residential at a density of less than one dwelling unit per 30 acres.
 - CR-5 Countryside Residential - SAC**
Areas for very low density single-family development at maximum densities of one dwelling unit for every five gross acres, and support institutional uses such as schools, parks, and churches.
 - ER-1 Estate Residential-1**
Areas for low density single-family development at maximum densities of one dwelling unit per acre, and support institutional uses such as schools, parks, and churches.
 - SR-3 Single-Family Residential-3**
Areas for moderate density single-family development at maximum densities of three dwelling units per acre, and support institutional uses such as schools, parks, and churches.
 - SR-4 Single-Family Residential-4**
Areas for moderate density single-family development at maximum densities of four dwelling units per acre, and support institutional uses such as schools, parks, and churches.
 - PD Planned Development**
Areas approved for planned development zoning unique to the subject property.
 - TR-6 Two-Family Residential-6**
Areas for single-family detached and two-family residential development at densities up to six dwelling units per acre, and support institutional uses such as schools, parks, and churches.
 - MR-8 Two-Family Residential-8**
Areas for mixed single-family detached and two-family, and multi-family residential development at densities up to eight dwelling units per acre and support institutional uses.
 - C-2 Resource Conservation**
Areas for farming, floodwater overflow and storage, pedestrian trails, preservation of scenic, historic and scientific areas, soil and water conservation, stream bank and lakeshore protection, water retention ponds and wildlife areas.
 - NO Neighborhood Office**
Areas for high-quality office and office-support commercial uses in older, transitional residential areas of the community. Residential qualities set an attractive, high quality character.
 - PO Planned Office**
Areas for office and office-support commercial and service uses. Generous landscaping and limited signage set an attractive, high quality character.
 - NB Neighborhood Business**
Areas for small scale, neighborhood-oriented service and retail uses, which shall not spread into adjacent residential areas. (generous landscaping and limited signage).
 - PB Planned Business**
Newly developing areas for a full complement of commercial, office, and institutional uses. (Generous landscaping and limited signage).
 - GB General Business**
Existing areas for a full complement of commercial, office, and institutional uses (moderate amounts of landscaping and signage).
 - CB Central Business**
Areas for a full complement of downtown and high density neighborhood character commercial, office, and institutional uses. (Pedestrian-oriented landscaping and signage).
 - PI Planned Industrial**
Areas for a full complement of indoor office, manufacturing, assembly and storage uses. Generous landscaping and limited signage set an attractive, high quality character.
 - GI General Industrial**
Areas for a full complement of indoor light and heavy industrial land uses, and carefully controlled outdoor storage uses. Moderate amounts of landscaping and signage set an attractive character.
 - HI Heavy Industrial**
Areas for primary outdoor and/or heavy industrial production, storage, extraction and disposal uses.
 - PBP Planned Business Park**
Areas approved for planned development zoning unique to the subject property.
- Primary Environmental Corridor
 - Woodlands Overlay
 - Lakeshore Overlay
 - FEMA Floodplain Overlay
 - City Boundary
 - Downtown Design Review
 - Drainage Way
 - Slopes (12% or greater)
 - Shorelines, Ponds and Streams





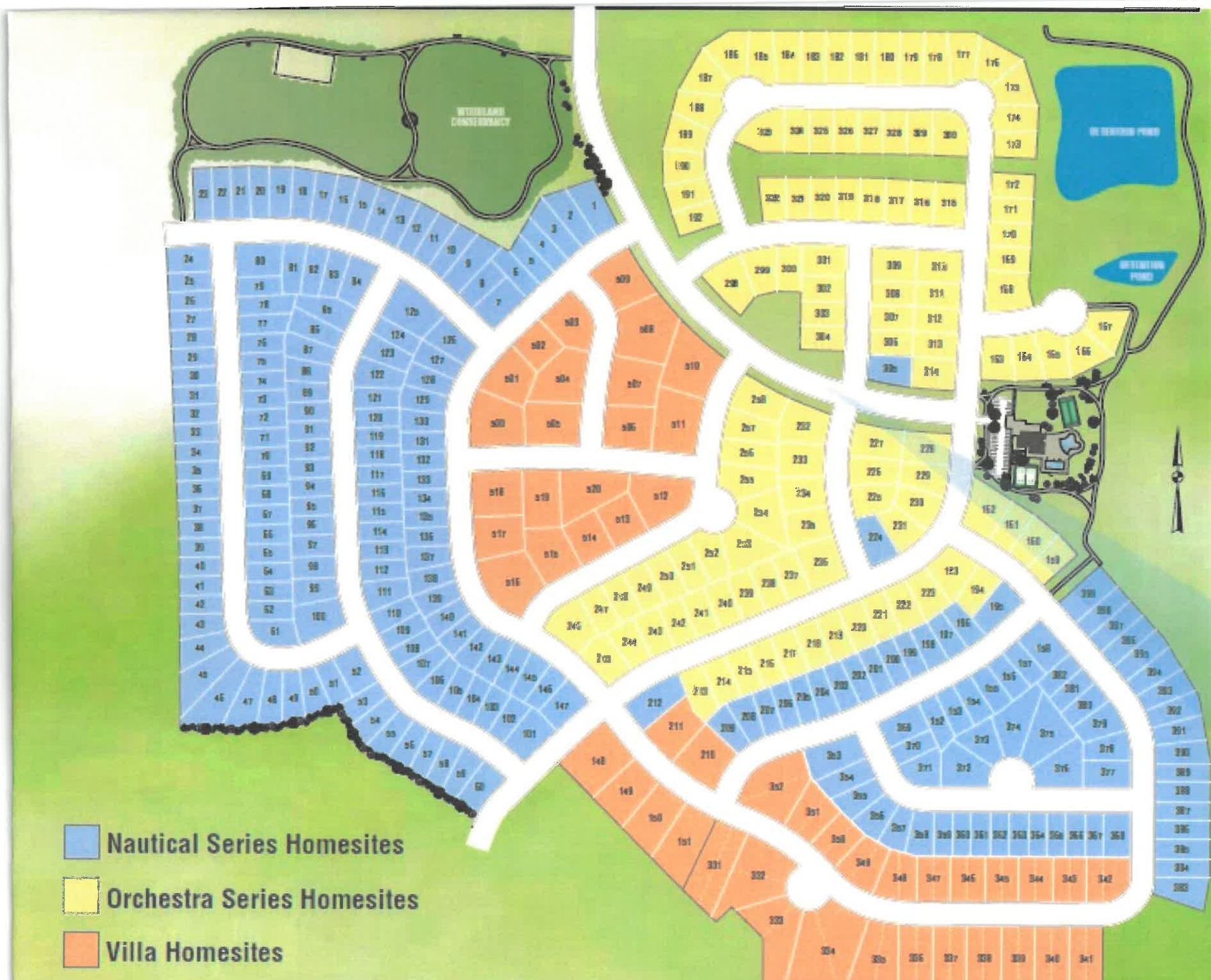
OVERALL LOT BREAKDOWN

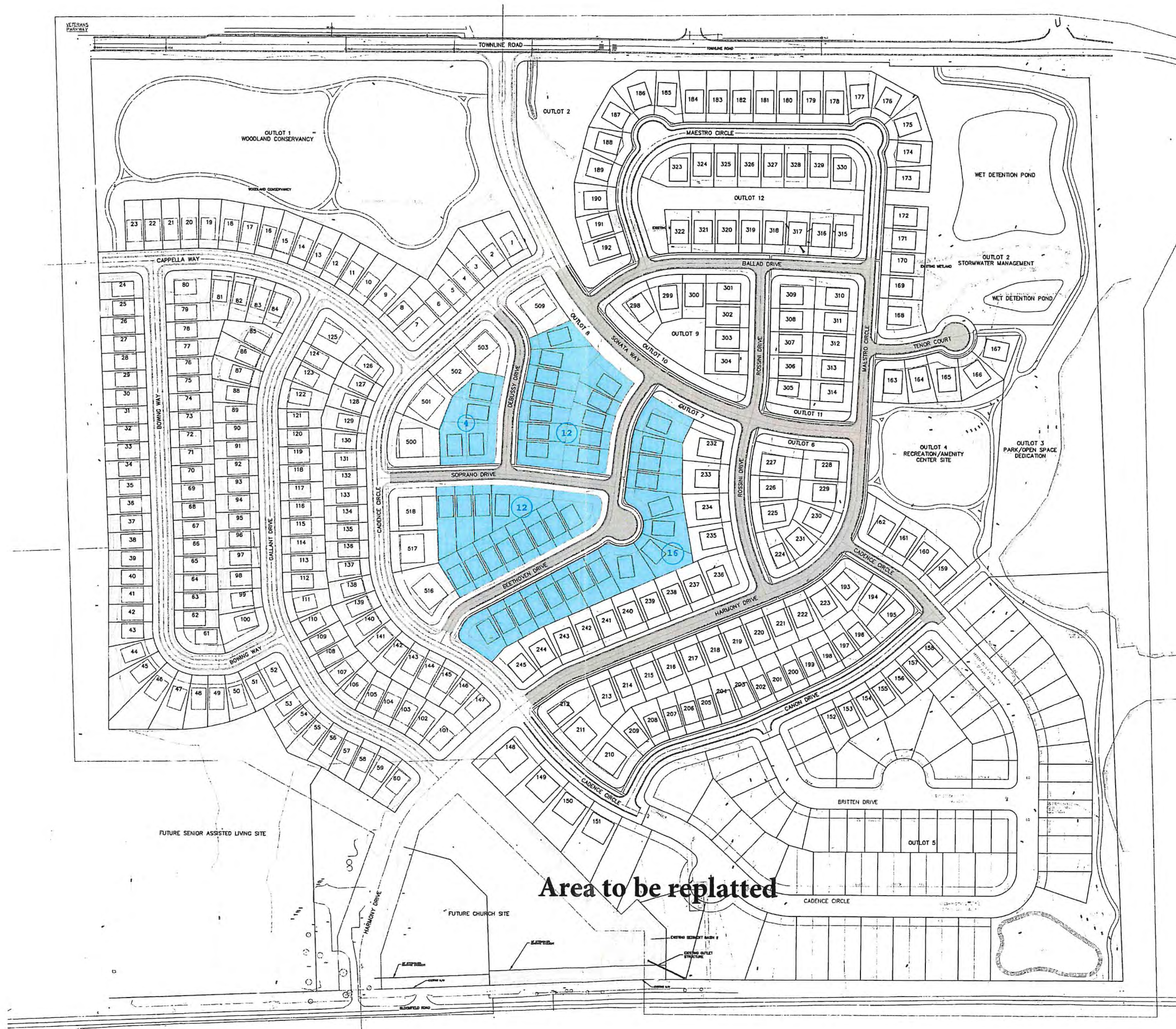
LAND USE SUMMARY:

65' x 120' MIN. SFD LOT:	128 UNITS
50' x 120' MIN. SFD LOT:	246 UNITS
90' x 120' DUPLEX LOT:	29 LOTS/58 UNITS
TOTAL UNITS:	432 UNITS
TRAIL LENGTH:	2.26 MILES

Approved GDP Site Plan

Site Plan 2018





Area to be replatted

Final Plat Of:

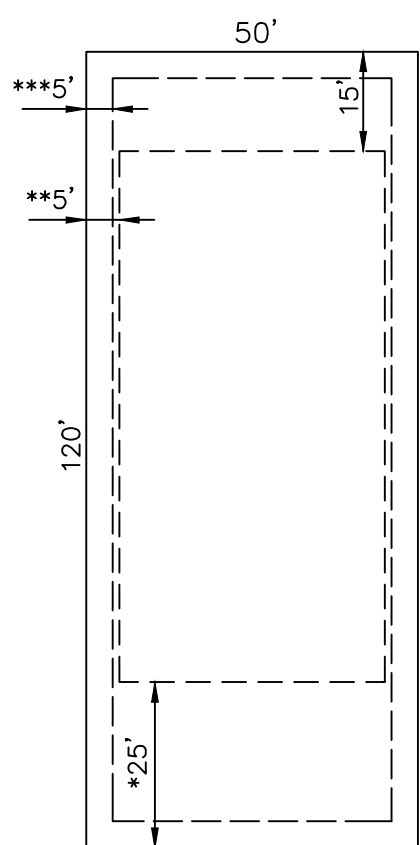
Symphony Bay Annex

A redivison of Lots 504 thru 508, 510 thru 515, 519, and 520 of Symphony Bay Duplex subdivision and Lots 246 thru 258 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

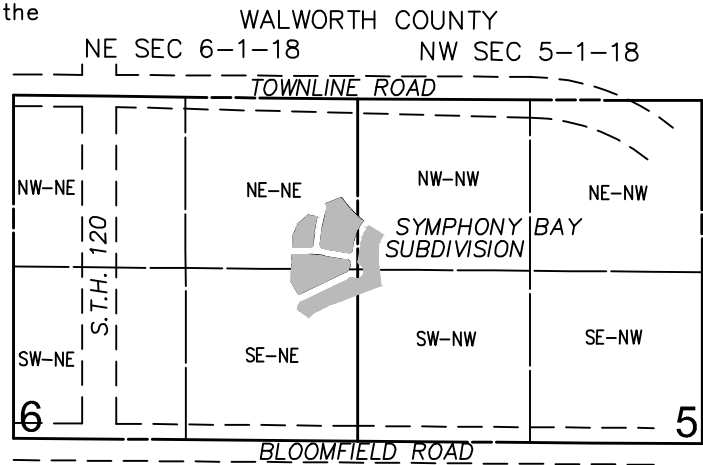
* Typical front setback may vary depending on building size.
** Typical side setback may vary with easement locations.

SINGLE FAMILY LOT SETBACKS

NOT TO SCALE
All homes constructed within on any lot shall not have a garage that projects beyond the front of the house or porch.



LOTS: 600-642
SETBACK NOTES:
The minimum building setback distance is 25' along streets, 15' along the back lot lines and side lots shall be 10' total with a minimum of 5' per side.
***5' Utility Easements on all lot lines.



LOCATION SKETCH NOT TO SCALE

NOTES:
1) SYMPHONY BAY ANNEX IS A PLANNED DEVELOPMENT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Curve Table								Curve Table							
Curve #	Radius	Delta	Length	Chord	Chord Bearing	Tangent In	Tangent Out	Curve #	Radius	Delta	Length	Chord	Chord Bearing	Tangent In	Tangent Out
C1	530.00'	10°25'40"	96.46'	96.33'	N55°28'41"W	N50°15'51"W	N60°41'31"W	C21	770.00'	8°59'17"	120.79'	120.66'	S87°56'43"E	S83°26'51"E	N87°33'39"E
C2	25.00'	87°37'16"	38.23'	34.61'	N6°52'53"W	N60°41'31"W	N26°55'45"E	C22	25.00'	90°00'00"	39.27'	35.36'	S38°27'04"E	S83°27'04"E	S06°32'56"W
C3	70.00'	34°48'55"	42.53'	41.88'	N44°20'13"E	N26°55'45"E	N61°44'40"E	C23	70.00'	55°11'44"	67.43'	64.86'	S34°08'48"W	S06°32'56"W	S61°44'40"W
C4	130.00'	2°13'49"	5.06'	5.06'	N60°37'46"E	N59°30'52"E	N61°44'40"E	C24	25.00'	85°54'31"	37.48'	34.07'	S45°08'39"W	S02°11'23"W	S88°05'54"W
C5	130.00'	5°59'22"	13.59'	13.58'	N56°31'11"E	N53°31'29"E	N59°30'52"E	C25	830.00'	0°32'25"	7.79'	7.79'	S87°49'47"W	S88°05'54"W	S87°33'39"E
C6	130.00'	8°13'11"	18.65'	18.63'	N57°38'05"E	N61°44'40"E	N53°31'29"E	C26	330.00'	2°34'48"	14.86'	14.86'	S09°29'47"W	S10°47'05"W	S08°12'17"W
C7	25.00'	60°19'29"	26.32'	25.12'	N83°41'04"E	S66°09'02"E	N53°31'29"E	C27	330.00'	6°00'54"	34.64'	34.63'	S08°11'50"W	S08°12'17"W	S02°11'23"W
C8	60.00'	57°09'16"	59.85'	57.40'	N85°16'20"E	N56°41'42"E	S66°09'02"E	C28	330.00'	8°35'42"	49.50'	49.46'	S06°29'14"W	S10°47'05"W	S02°11'23"W
C9	60.00'	34°37'56"	36.27'	35.72'	N39°22'44"E	N22°03'45"E	N56°41'42"E	C29	25.00'	86°42'53"	37.84'	34.33'	N41°00'03"W	N84°31'30"W	N02°11'23"E
C10	60.00'	35°11'51"	36.86'	36.28'	N04°27'47"E	N13°08'11"W	N22°03'46"E	C30	270.00'	4°49'09"	22.71'	22.70'	N04°35'57"E	N07°00'32"E	N02°11'23"E
C11	60.00'	53°56'19"	56.48'	54.42'	N40°06'21"W	N67°04'30"W	N13°08'11"W	C31	270.00'	3°46'33"	17.79'	17.79'	N08°53'48"E	N10°47'05"E	N16°56'17"W
C12	60.00'	18°05'42"	189.46'	120.00'	N23°13'14"E	S66°09'02"E	N67°04'30"W	C32	270.00'	8°35'42"	40.50'	40.46'	N06°29'14"E	N10°47'05"E	N02°11'23"E
C13	25.00'	73°37'26"	32.12'	29.96'	N30°15'47"W	N06°32'56"E	N67°04'30"W	C33	130.00'	7°43'22"	17.52'	17.51'	N06°55'24"E	N03°03'43"E	N10°47'05"E
C14	254.20'	13°29'39"	59.87'	59.73'	N13°17'45"E	N20°02'35"E	N06°32'56"E	C34	130.00'	20°00'00"	45.38'	45.15'	N06°56'17"W	N16°56'17"W	N03°03'43"E
C15	254.20'	14°44'28"	65.40'	65.22'	N27°24'49"E	N20°02'35"E	N20°02'35"E	C35	130.00'	27°43'22"	62.30'	62.29'	N03°04'36"W	N10°47'05"E	N16°56'17"W
C16	254.20'	28°14'07"	125.27'	124.01'	N20°39'59"E	N06°32'56"E	N34°47'03"E	C36	957.00'	7°34'18"	126.47'	126.37'	S42°08'10"E	S45°55'19"E	S38°21'01"E
C17	957.00'	7°59'53"	135.59'	133.48'	S61°00'41"E	S65°00'37"E	S57°00'44"E	C37	957.00'	7°29'51"	125.23'	125.14'	S49°40'44"E	S45°55'19"E	S53°25'10"E
C18	130.00'	03°26'52"	7.82'	7.82'	S60°01'14"W	S61°44'40"W	S58°17'48"W	C38	957.00'	15°04'09"	251.70'	250.97'	S45°53'06"E	S38°21'01"E	S53°25'10"E
C19	770.00'	1°17'05"	17.26'	17.26'	N88°12'11"E	N87°33'39"E	N88°50'44"E	C39	314.20'	4°59'19"	27.36'	27.35'	S32°17'24"W	S34°47'03"W	S29°47'44"W
C20	770.00'	7°42'12"	103.53'	103.45'	S87°17'57"E	S83°26'51"E	N88°50'51"E	C40	314.20'	8°48'35"	48.31'	48.26'	S25°23'27"W	S29°47'44"W	S20°59'09"W

Curve Table							
Curve #	Radius	Delta	Length	Chord	Chord Bearing	Tangent In	Tangent Out
C41	314.20'	8°49'29"	48.39'	48.35'	N06°34'25"E	N12°09'40"E	N20°59'09"E
C42	314.20'	28°14'07"	154.84'	153.28'	S20°39'59"W	S34°47'03"W	S06°32'56"W
C43	314.20'	5°56'44"	30.78'	30.77'	S09°21'18"W	S12°09'40"W	S06°32'56"W
C44	25.00'	90°00'00"	39.27'	35.36'	S51°32'56"W	S06°32'56"W	N83°27'04"W
C45	830.00'	1°04'26"	15.55'	15.55'	N83°59'17"W	N83°27'04"W	N84°31'30"W

LEGEND:

- 1 1/4" O.D. IRON PIPE FOUND
- 1 1/4" O.D. IRON PIPE FOUND
- ALL OTHER LOT CORNERS
1 1/4" O.D. X 18" LONG IRON PIPE SET
WEIGHING 1.13LBS PER FOOT
- - - BUILDING SETBACK LINE
- SECTION CORNER (FOUND)
CONCRETE MONUMENT
WITH BRASS CAP
- O.D. OUTSIDE DIAMETER
- R.A. RECORDED AS
- - - CENTERLINE



LAND OWNER/LAND DIVIDER:
SOUTHLAND FARMS, LLC.
875 TOWNLINE ROAD
LAKE GENEVA, WI. 53147

SURVEYOR:
GARY R. SPLINTER,
KAPUR & ASSOCIATES, INC.
1224 S. PINE STREET
BURLINGTON, WI. 53105



1224 S. Pine Street
Burlington, Wisconsin 53105

kapurinc.com

Scale: 0 60 120

Final Plat Of:

Symphony Bay Annex

A redivison of Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision and Lots 246 thru 258 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Gary Splinter, Professional Land Surveyor, hereby certify that by the direction of Southland Farms, LLC, I have surveyed, divided and mapped this plat entitled "Symphony Bay Annex", being a redivision of Lots A redivison of Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision and Lots 600 thru 642 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin., more particularly described as follows:

All of Lots 504 thru 508, 510 thru 515 of Symphony Bay Duplex subdivision and Lots 600 thru 642 of Symphony Bay subdivision all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

Said parcels contain 359,489 square feet (8.252 acres), more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Chapter 236, of the Wisconsin Statutes in surveying, dividing, and mapping and Chapter 66, "Subdivisions" of the City of Lake Geneva Ordinances.

Dated this 25th day of February, 2021.

Gary R. Splinter S-2239

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Southland Farms, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Southland Farms, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Lake Geneva

Wisconsin Department of Administration

In witness whereof, the said Southland Farms LLC has caused these presents to be signed by Brian Pollard, its president, and countersigned by _____, its secretary, at Lake Geneva, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, 2021.

In the presence of:

By: _____
Brian Pollard, President

Countersigned: _____
Secretary

State of Wisconsin
County of Walworth)SS

Personally came before me this _____ day of _____, 2021, Brian Pollard, President, and _____, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Wisconsin. Printed Name
My commission expires -----.

CERTIFICATE OF THE CITY OF LAKE GENEVA CITY ENGINEER

State of Wisconsin

County of Walworth)SS

I, _____, City Engineer for the City of Lake Geneva do hereby certify that the land improvements described in this final plat and plans and specifications therefore and street names shown in said plat meet the requirements of the City of Lake Geneva and have been approved by all public authorities having jurisdiction.

Dated at Lake Geneva, Walworth County, Wisconsin, this _____ day of _____, 2018.

City Engineer

CERTIFICATE OF THE CITY OF LAKE GENEVA PLAN COMMISSION

State of Wisconsin

County of Walworth)SS

Approved this _____ day of _____, 2021. _____
Plan Commission Chairman

CITY OF LAKE GENEVA CITY COUNCIL RESOLUTION

Resolved, that the plat of Symphony Bay, in the City of Lake Geneva, Wisconsin, is hereby approved by the city council.

Signed _____
President of the City Council

I hereby certify that the foregoing is a true copy of a resolution duly adopted by the city council of the City of Lake Geneva, Wisconsin, on the _____ day of _____, 2021.

Lana Kropf, City Clerk

CERTIFICATE OF THE CITY OF LAKE GENEVA TREASURER

State of Wisconsin

County of Walworth)SS

I, Lorraine Briere, being duly appointed, qualified and acting Treasurer of the City of Lake Geneva, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land included within this plat of "Symphony Bay".

Dated _____
Lorraine Briere, Treasurer

CERTIFICATE OF THE WALWORTH COUNTY TREASURER

State of Wisconsin

County of Walworth)SS

I, Valerie Etzel, being duly appointed, qualified and acting County Treasurer of Walworth County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land included within this plat of "Symphony Bay".

Dated _____
Valerie Etzel, County Treasurer

UTILITY EASEMENT PROVISIONS (PUBLIC)

An easement for electric and communication service is hereby granted by Southland Farms, LLC, Grantor, to:

Wisconsin Power and Light Company, Grantee
City of Lake Geneva Utility Commission, Grantee
WE Energies, Grantee
Time Warner Cable Midwest, LLC, Grantee, and
AT&T Telephone, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees.

The grant of easement shall be binding upon and insure to the benefit of the heirs, successors and assigns of all parties hereto.

RELEASE OF UTILITY EASEMENTS

The undersigned, Wisconsin Power and Light Company, does herby release all right, title and interest which the company may have as shown on Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision plat and Lots 600 thru 642 of Symphony Bay subdivision plat, both recorded in the Walworth County Register of Deed Office, all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

It is the intent to terminate and release in it's entirety the easements as referenced above.

Dated: _____, 2021.

By: _____

State of Wisconsin
County of _____)SS

Personally came before me this _____ day of _____, 2021, _____, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such person of said corporation, and acknowledged that they executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, Wisconsin. Printed Name
My commission expires -----.

RELEASE OF UTILITY EASEMENTS

The undersigned, WE Energies, does herby release all right, title and interest which the company may have as shown on Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision plat and Lots 600 thru 642 of Symphony Bay subdivision plat, both recorded in the Walworth County Register of Deed Office, all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

It is the intent to terminate and release in it's entirety the easements as referenced above.

Dated: _____, 2021.

By: _____

State of _____
County of _____)SS

Personally came before me this _____ day of _____, 2021, _____, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such person of said corporation, and acknowledged that they executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, ----- Printed Name
My commission expires -----.

RELEASE OF UTILITY EASEMENTS

The undersigned, AT&T Telephone, does herby release all right, title and interest which the company may have as shown on Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision plat and Lots 600 thru 642 of Symphony Bay subdivision plat, both recorded in the Walworth County Register of Deed Office, all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

It is the intent to terminate and release in it's entirety the easements as referenced above.

Dated: _____, 2021.

By: _____

State of _____
County of _____)SS

Personally came before me this _____ day of _____, 2021, _____, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such person of said corporation, and acknowledged that they executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, ----- Printed Name
My commission expires -----.

RELEASE OF UTILITY EASEMENTS

The undersigned, Time Warner Cable Midwest, LLC, does herby release all right, title and interest which the company may have as shown on Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision plat and Lots 600 thru 642 of Symphony Bay subdivision plat, both recorded in the Walworth County Register of Deed Office, all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

It is the intent to terminate and release in it's entirety the easements as referenced above.

Dated: _____, 2021.

By: _____

State of _____
County of _____)SS

Personally came before me this _____ day of _____, 2021, _____, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such person of said corporation, and acknowledged that they executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, ----- Printed Name
My commission expires -----.

RELEASE OF UTILITY EASEMENTS

The undersigned, City of Lake Geneva Utility Commission, does herby release all right, title and interest which the city may have as shown on Lots 504 thru 508, 510 thru 515, of Symphony Bay Duplex subdivision plat and Lots 600 thru 642 of Symphony Bay subdivision plat, both recorded in the Walworth County Register of Deed Office, all located in the Southwest 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 5 and the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 6, all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

It is the intent to terminate and release in it's entirety the easements as referenced above.

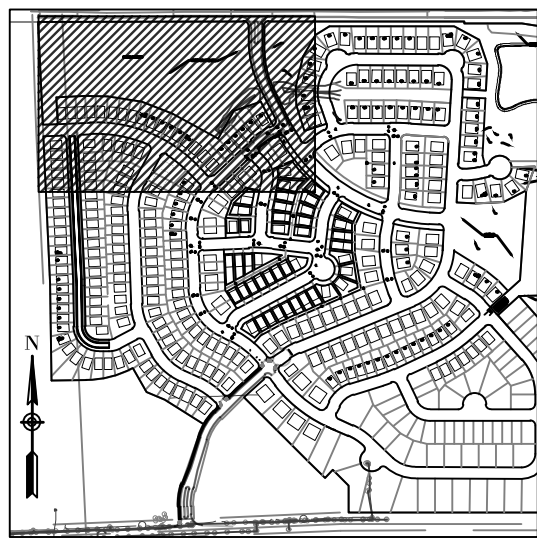
Dated: _____, 2021.

By: _____

State of Wisconsin
County of Walworth)SS

Personally came before me this _____ day of _____, 2021, _____, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such person of said corporation, and acknowledged that they executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, Wisconsin. Printed Name
My commission expires -----.



Location Map



SEE SHEET GP-4

EROSION CONTROL LEGEND

- CLASS I, TYPE B EROSION MATTING
SEE DETAIL SHEET TD-4
- PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
- MEDIUM DUTY RIPRAP
SEE DETAIL SHEET TD-5
- SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- SILT FENCE, SEE DETAIL SHEET TD-5

GRADING LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- LOT CERT. ELEVATION
- PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
- LOOKOUT (FYG-4) | WALKOUT (FYG-9)



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. GRUBBING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DAILY LOG BOOK, WEEKLY / 0.50 INCH PRECIPITATION REPORTS, APPROVED PLANS AND WPDES PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION, LIKE A MAILBOX, WITHIN THE STAGING AREA.

AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, FILL, ETC. BE PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS IDENTIFIED IN THE PLANS.

- ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION= FYG + 1'8"(1.7'-VARIABLES)
- TOP OF FOUNDATION WALL ELEVATION= FYG + 8"
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL.
- ADA ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
- ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS. THE CONTRACTOR SHALL MARK, DOCUMENT TILE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION.
- ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPOILS DURING HOME CONSTRUCTION.
- ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.



7711 N. Port Washington Road
Milwaukee, Wisconsin 53217

kapurinc.com

PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

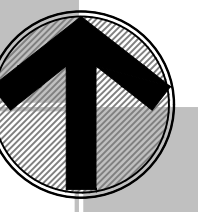
RELEASE:

PRELIMINARY NOT
FOR
CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED RFP
2		
3		
4		
5		
6		
7		
8		
9		
10		

NORTH ARROW:



SCALE:

1" = 50'

SEAL:

SHEET:

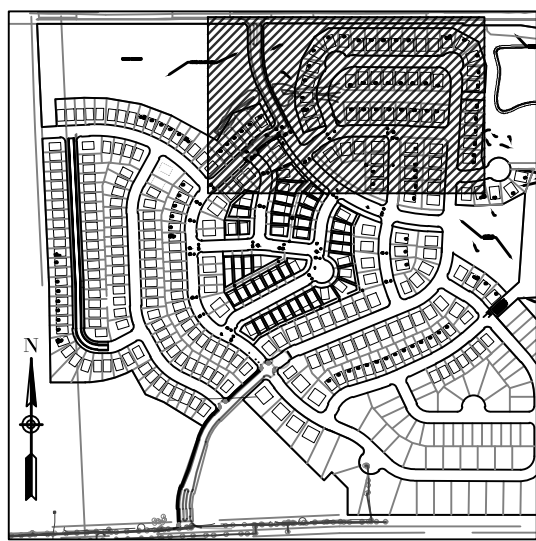
GRADING AND
EROSION CONTROL
PLAN

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2018

SHEET NUMBER:

GP-1

FILENAME: D:\Vilwerth_Co\Lake Geneva_City\150201_Symphony Bay\Design\150201_GP_SHEETS.dwg



Location Map

SEE SHEET GP-1



SEE SHEET GP-5

SEE SHEET GP-3

DIGGERS HOTLINE

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. GRUBBING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DAILY LOG BOOK, WEEKLY / 0.50 INCH PRECIPITATION REPORTS, APPROVED PLANS AND WRITES PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION, LIKE A MAILBOX, WITHIN THE STAGING AREA.

AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, FILL, ETC. BE PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS IDENTIFIED IN THE PLANS.

1. ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
2. FINISHED FLOOR ELEVATION= FYG + 1'8" (1.7'-VARIES)
3. TOP OF FOUNDATION WALL ELEVATION= FYG + 8"
4. GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL
5. ADA ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
6. ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS. THE CONTRACTOR SHALL MARK, DOCUMENT TILE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION.
7. ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPOILS DURING HOME CONSTRUCTION.
8. ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.
9. ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.

EROSION CONTROL LEGEND

- CLASS I, TYPE B EROSION MATTING
SEE DETAIL SHEET TD-4
- PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
- MEDIUM DUTY RIPRAP
SEE DETAIL SHEET TD-5
- SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- SILT FENCE, SEE DETAIL SHEET TD-5

GRADING LEGEND

- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- LOT CERT. ELEVATION
- PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
- LOOKOUT (FYG-4') (WALKOUT (FYG-9')

PROJECT:
SYMPHONY BAY

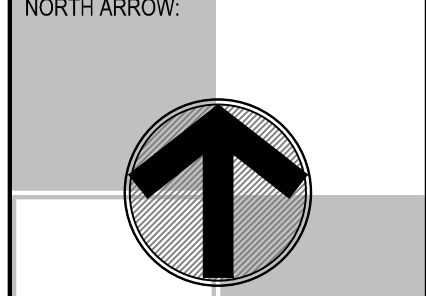
LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED RFP
2		
3		
4		
5		
6		
7		
8		
9		
10		



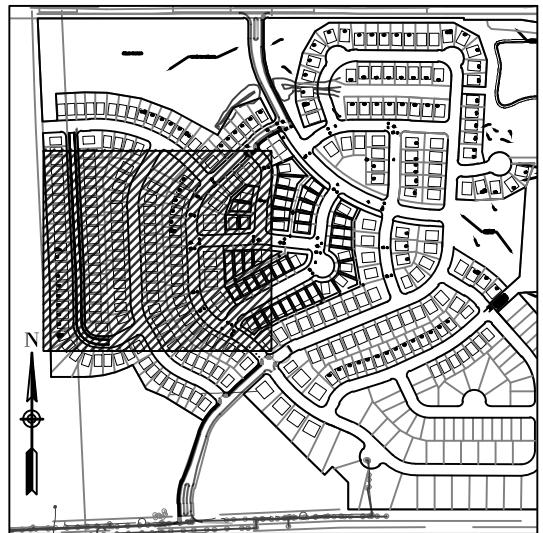
SCALE: 1" = 50'

SEAL:

SHEET:
GRADING AND EROSION CONTROL PLAN

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2018

SHEET NUMBER:
GP-2



Location Map

PROJECT:
SYMPHONY BAY

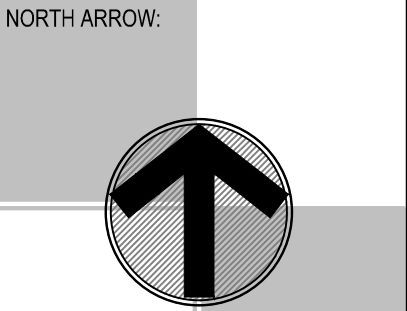
LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED PER
2		
3		
4		
5		
6		
7		
8		
9		
10		



SCALE: 1" = 50'

SEAL:

SHEET:
GRADING AND EROSION CONTROL PLAN

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2018

SHEET NUMBER:
GP-4

GRADING LEGEND

- 999 --- EXISTING CONTOUR MINOR
- 999 --- EXISTING CONTOUR MAJOR
- 999 --- PROPOSED CONTOUR MINOR
- 999 --- PROPOSED CONTOUR MAJOR
- [897.47] LOT CERT. ELEVATION
- FYG=898.3 TOW=899.0 PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
- L/O | W/O LOOKOUT (FYG=4') | WALKOUT (FYG=9')

EROSION CONTROL LEGEND

- [Pattern] CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
- [Pattern] PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
- [Pattern] MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
- [Pattern] SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- [Pattern] SILT FENCE, SEE DETAIL SHEET TD-5

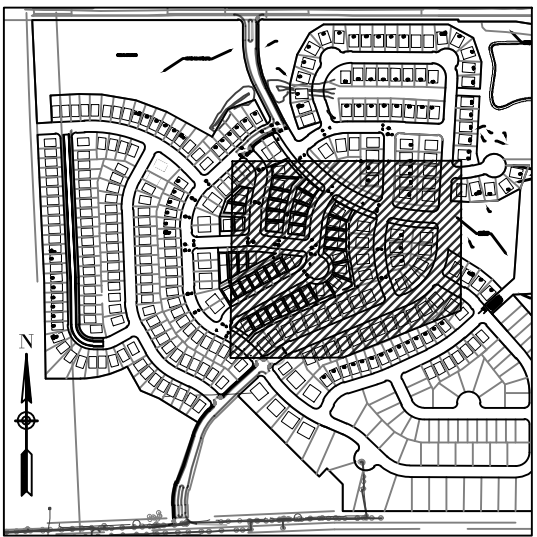
- ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION= FYG + 18"(1'-7"-VARIES)
- TOP OF FOUNDATION WALL ELEVATION= FYG + 8"
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL
- ADA ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
- ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS. THE CONTRACTOR SHALL MARK, DOCUMENT THE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION.
- ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTOR'S DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPOILS DURING HOME CONSTRUCTION.
- ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING. GRUBBING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DAILY LOG BOOK, WEEKLY 1/320 INCH PRECIPITATION REPORTS, APPROVED PLANS AND WPDES PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION, LIKE A MAILBOX, WITHIN THE STAGING AREA.

AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, FILL, ETC. BE PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS IDENTIFIED IN THE PLANS.



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com



Location Map

PROJECT:
SYMPHONY BAY

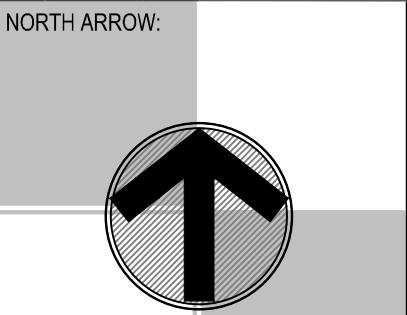
LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED RFP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###



SCALE: 1" = 50'

SEAL:

SHEET:
GRADING AND EROSION CONTROL PLAN

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2018

SHEET NUMBER:
GP-5

GRADING LEGEND

- 999 EXISTING CONTOUR MINOR
- 999 EXISTING CONTOUR MAJOR
- 999 PROPOSED CONTOUR MINOR
- 999 PROPOSED CONTOUR MAJOR
- 897.47 LOT CERT. ELEVATION
- FYG=898.3 TOW=899.0 PROPOSED FINISHED GRADE/ MIN. TOP OF FOUNDATION WALL
- L/O | W/O LOOKOUT (FYG-4') | WALKOUT (FYG-9')

EROSION CONTROL LEGEND

- CLASS I, TYPE B EROSION MATTING SEE DETAIL SHEET TD-4
- PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/ 4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION MATTING
- MEDIUM DUTY RIPRAP SEE DETAIL SHEET TD-5
- SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- SILT FENCE, SEE DETAIL SHEET TD-5

- ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION= FYG + 1'8" (1.7'-VARIES)
- TOP OF FOUNDATION WALL ELEVATIONS: FYG + 8"
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION OF HOUSE AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL
- ADA ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB PLACEMENT.
- ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS. THE CONTRACTOR SHALL MARK, DOCUMENT TILE LOCATIONS AND NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS ENCOUNTERED DURING CONSTRUCTION.
- ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO ALLOW FOR BASEMENT MATERIAL SPOILS DURING HOME CONSTRUCTION.
- ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING, GRUBBING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE DAILY LOG BOOK, WEEKLY / 0.50 INCH PRECIPITATION REPORTS, APPROVED PLANS AND WPDES PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION, LIKE A MAILBOX, WITHIN THE STAGING AREA.

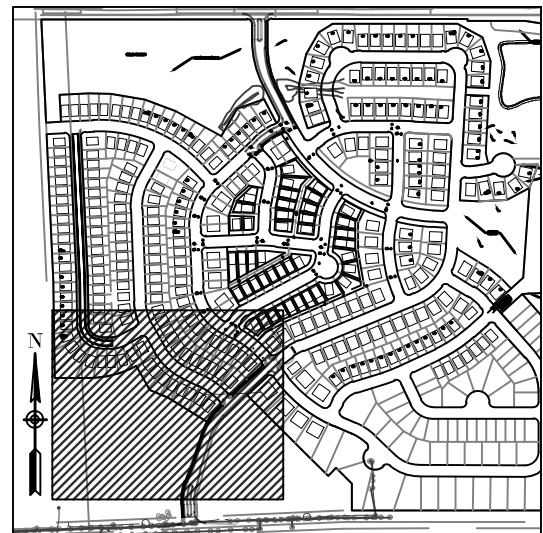
AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, FILL, ETC. BE PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS IDENTIFIED IN THE PLANS.

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SEE SHEET GP-4

FILENAME: D:\Wetworth_Co\Lake Geneva_City\PRN\150201_Symphony Bay\Design\150201_GP_SHEETS.dwg

SEE SHEET GP-8



Location Map

PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

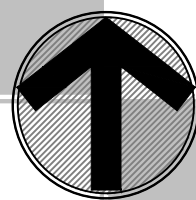
RELEASE:

PRELIMINARY NOT
FOR
CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED PER
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:



SCALE:

1" = 50'

SEAL:

SHEET:

GRADING AND
EROSION CONTROL
PLAN

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2018

SHEET NUMBER:

GP-7

GRADING LEGEND

- 999 --- EXISTING CONTOUR MINOR
- 999 --- EXISTING CONTOUR MAJOR
- 999 --- PROPOSED CONTOUR MINOR
- 999 --- PROPOSED CONTOUR MAJOR
- 897.47 LOT CERT. ELEVATION
- FYG=898.3
TOW=899.0 PROPOSED FINISHED GRADE/
MIN. TOP OF FOUNDATION WALL
- L/O | W/O LOOKOUT (FYG-4') | WALKOUT (FYG-9')

EROSION CONTROL LEGEND

- CLASS I, TYPE B EROSION MATTING
SEE DETAIL SHEET TD-4
- PYRAMAT OR EQUIVALENT CLASS III, TYPE D MATTING W/
4" MIN. TOPSOIL, SEED AND CLASS I, TYPE B EROSION
MATTING
- MEDIUM DUTY RIPRAP
SEE DETAIL SHEET TD-5
- SILT SOCK DITCH CHECK, SEE DETAIL SHEET TD-4
- SILT FENCE, SEE DETAIL SHEET TD-5

- ALL RECOMMENDED GRADES ARE TO FINISHED YARD GRADE.
- FINISHED FLOOR ELEVATION= FYG + 18" (1.7'-VARIES)
- TOP OF FOUNDATION WALL ELEVATION= FYG + 8"
- GRADES ARE SUBJECT TO CHANGE DEPENDING ON LOCATION
OF HOUSE AND SOIL CONDITIONS UPON ENGINEER'S APPROVAL
- ADA ACCESSIBLE OPENINGS SHALL BE CONSTRUCTED AT THE TIME OF CURB
PLACEMENT
- ALL EXISTING SITE FIELD DRAINAGE TILES WHICH ARE ENCOUNTERED
DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, REROUTED
AND/OR CONNECTED TO THE PROPOSED STORM SEWER SYSTEMS.
THE CONTRACTOR SHALL MARK, DOCUMENT TILE LOCATIONS AND
NOTIFY THE CITY OF LAKE GENEVA EACH TIME A DRAIN TILE IS
ENCOUNTERED DURING CONSTRUCTION
- ALL PROPOSED HOUSE PAD AREAS SHOULD BE LEFT LOWER
THAN FINISHED GRADE AT THE CONTRACTORS DISCRETION TO
ALLOW FOR BASEMENT MATERIAL SPILLS DURING HOME CONSTRUCTION.
- ALL PROPOSED STORM CATCH BASINS TO BE PROTECTED PER DETAIL.

INSPECT ALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING,
GRUBBING OR OTHER LAND DISTURBING ACTIVITIES. EROSION CONTROL MEASURES
MUST BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF EVERY PRECIPITATION
EVENT OF 0.50 INCH OR GREATER. IN ADDITION THE CONTRACTOR SHALL CONDUCT
DAILY INSPECTIONS AND DOCUMENT CONDITIONS AND REPAIRS MADE ALONG WITH
DATE, TIME OF INSPECTION AND WEATHER CONDITIONS IN A DAILY LOG BOOK. THE
DAILY LOG BOOK, WEEKLY / 0.50 INCH PRECIPITATION REPORTS, APPROVED PLANS
AND WRITES PERMIT SHALL BE KEPT IN AN ACCESSIBLE LOCATION, LIKE A MAILBOX,
WITHIN THE STAGING AREA.

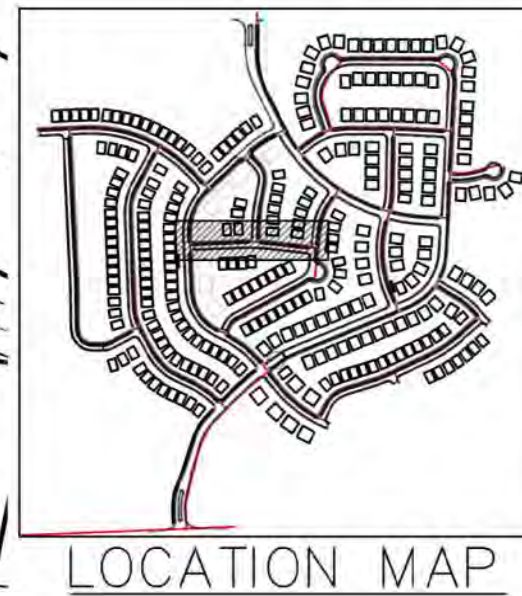
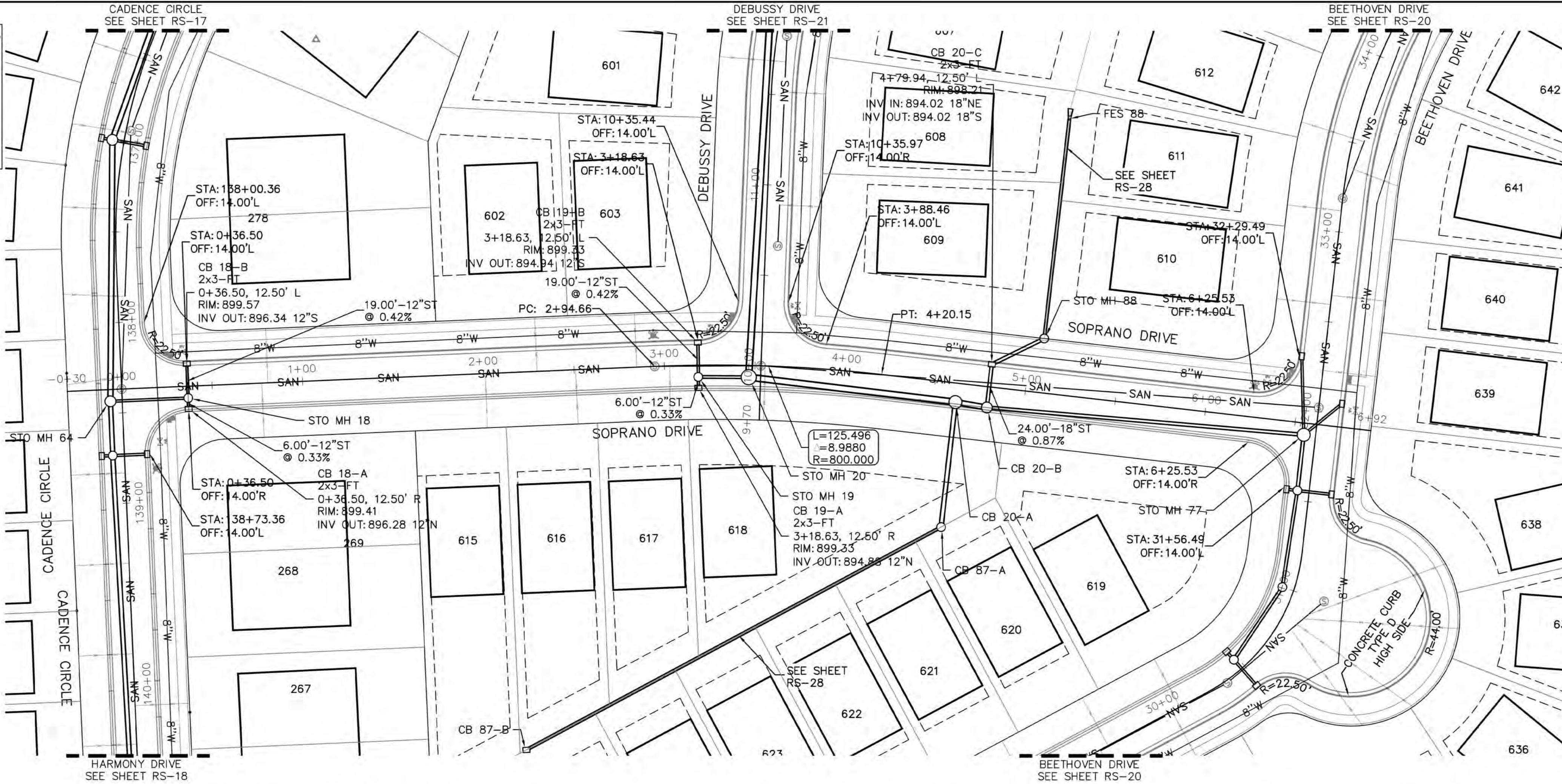
AT ABSOLUTELY NO TIME MAY CONSTRUCTION EQUIPMENT, DEBRIS, FILL, ETC. BE
PLACED WITHIN WETLANDS, WATERWAYS OR FLOOD PLAINS UNLESS IDENTIFIED IN
THE PLANS.

FILENAME: D:\Walworth_Co\Lake Geneva_City\Priv\150201_Symphony Bay\Design\150201_UTILITIES_STORM.dwg

- GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE GENEVA LAND DEVELOPMENT STANDARDS, THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITIONS AND REVISIONS.
 2. ALL STORM SEWER MAIN AND CULVERTS SHALL BE RCP CLASS II.
 3. ALL MANHOLES ARE 48" UNLESS OTHERWISE NOTED.
 4. ALL CATCH BASINS ARE RECTANGULAR 2' X 3' UNLESS OTHERWISE NOTED.
 5. 30 MPH DESIGN SPEED USED FOR LOCAL ROADWAY DESIGN.
 6. MAXIMUM DRIVEWAY SLOPE OF 12:1 (8.33%).
 7. ALL UTILITY TRENCH BACKFILL MATERIAL WITHIN THE ROADWAY SHALL BE GRANULAR.
 8. LOT SUMP PUMPS SHALL DISCHARGE TO STORM SEWER SYSTEM.
 9. ALL CATCH BASIN GRADES ARE TO THE FLANGE, UNLESS OTHERWISE NOTED.
 10. ALL CATCH BASIN AND MANHOLE STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.
 11. ALL FIELD INLET GRADES ARE TO CENTER OF GRADE.
 12. ALL FIELD INLET STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.
 13. ALL MANHOLE GRADES ARE TO CENTER OF STRUCTURE.
 14. ALL DIMENSIONS ARE SHOWN TO BACK OF CURB.



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com



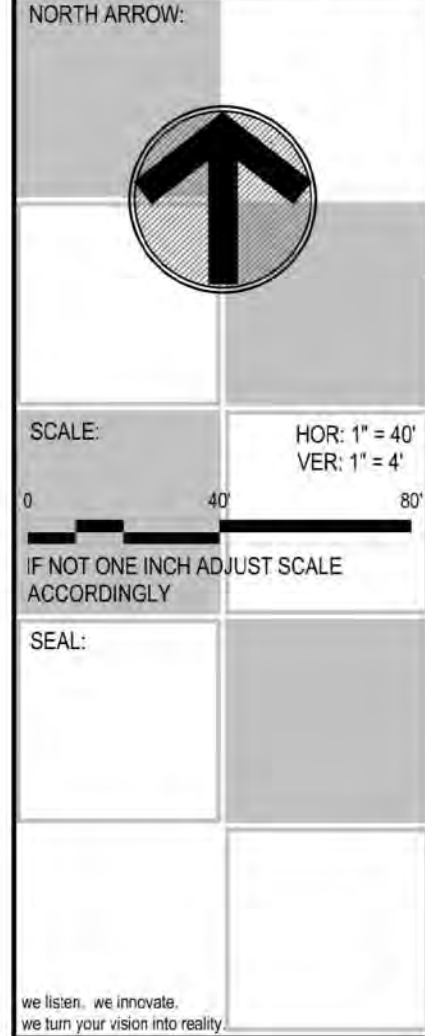
PROJECT:
SYMPHONY BAY

LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

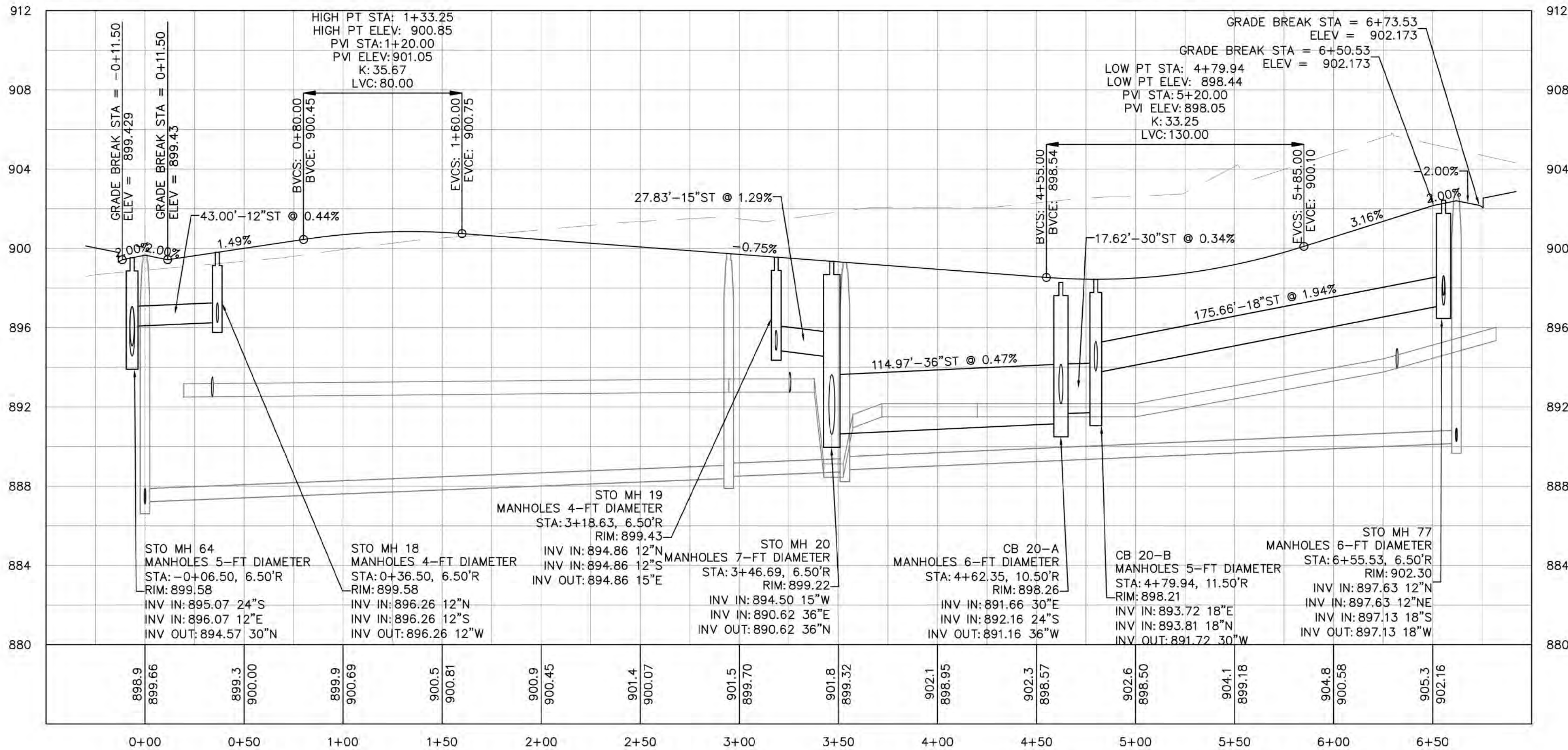
REVISIONS:		
#	DATE	DESCRIPTION
1	9/5/2021	REVISED MPP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###



SHEET:
ROAD & STORM SOPRANO DRIVE

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2016

SHEET NUMBER:
RS-6



PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

RELEASE:

PRELIMINARY NOT
FOR
CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	9/20/21	REVISED MIP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:



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

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:

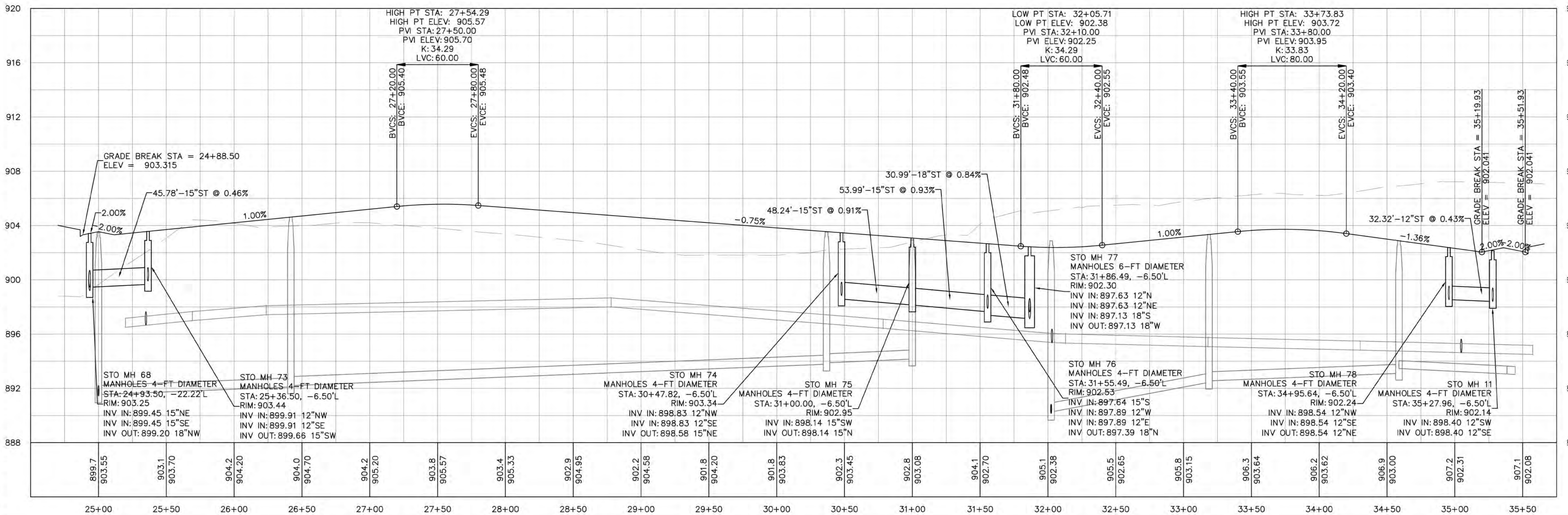
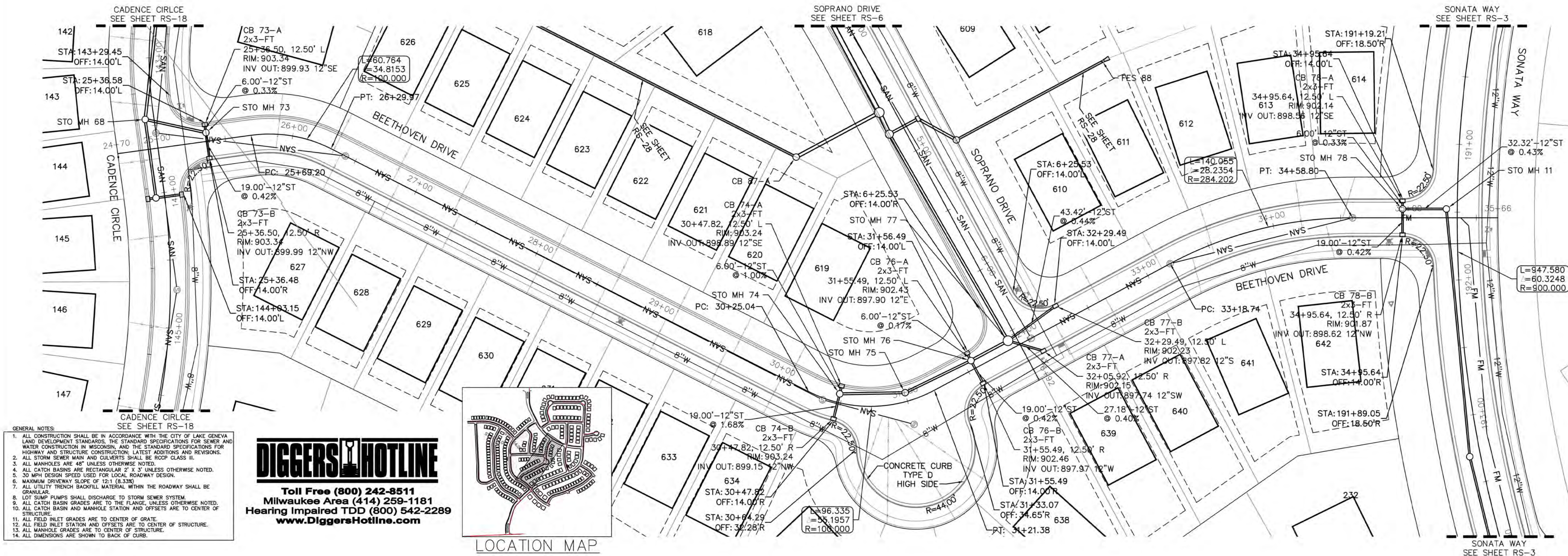
SHEET:

ROAD & STORM
BEETHOVEN DRIVE

PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2016

SHEET NUMBER:

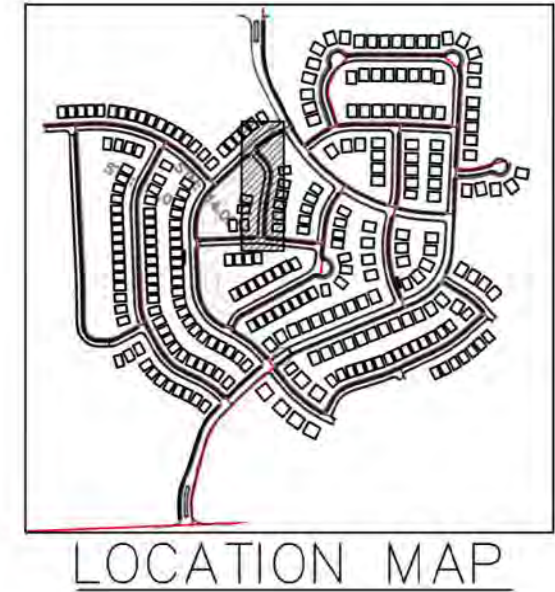
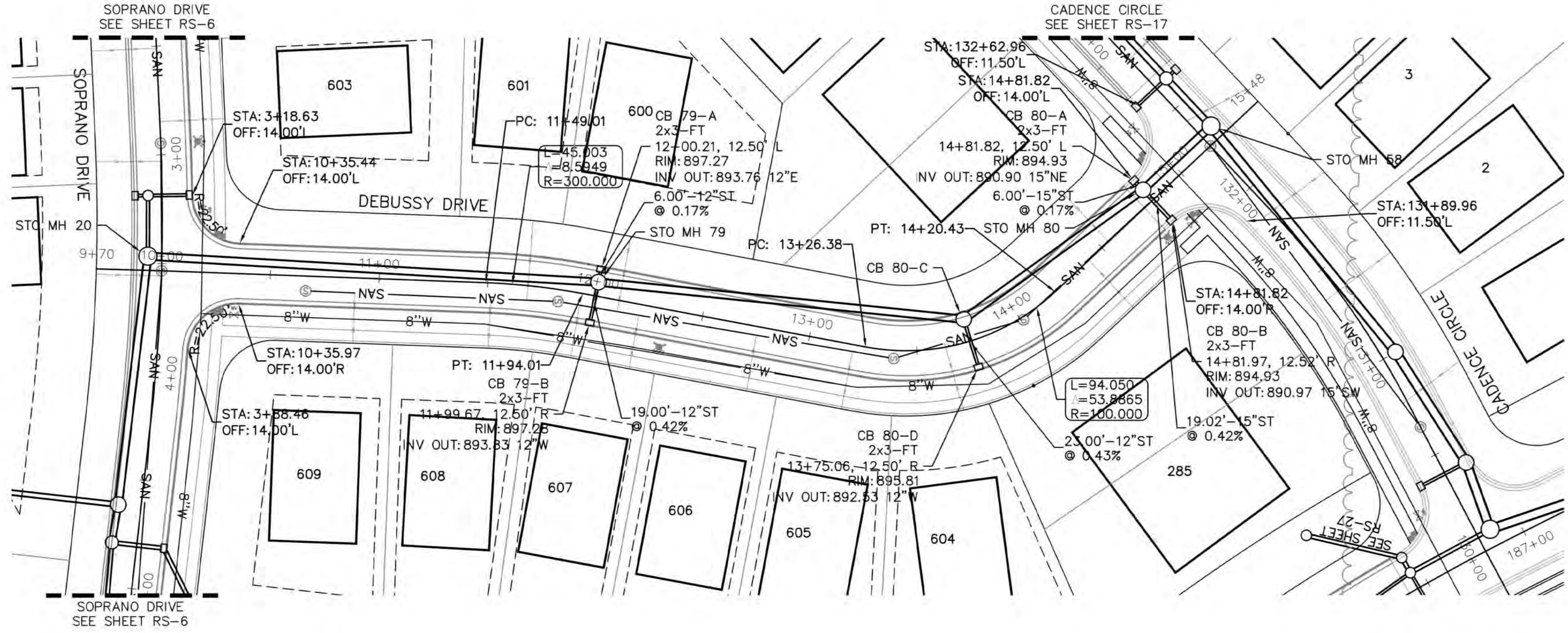
RS-20



- GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE GENEVA LAND DEVELOPMENT STANDARDS, THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. LATEST ADDITIONS AND REVISIONS.
 2. ALL STORM SEWER MAIN AND CULVERTS SHALL BE ROOF CLASS II.
 3. ALL MANHOLES ARE 48" UNLESS OTHERWISE NOTED.
 4. ALL CATCH BASINS ARE RECTANGULAR 2' X 3' UNLESS OTHERWISE NOTED.
 5. 30 MPH DESIGN SPEED USED FOR LOCAL ROADWAY DESIGN.
 6. MAXIMUM DRIVEWAY SLOPE OF 12:1 (8.33%).
 7. ALL UTILITY TRENCH BACKFILL MATERIAL WITHIN THE ROADWAY SHALL BE GRANULAR.
 8. LOT SUMP PUMPS SHALL DISCHARGE TO STORM SEWER SYSTEM.
 9. ALL CATCH BASIN GRADES ARE TO THE FLANGE, UNLESS OTHERWISE NOTED.
 10. ALL CATCH BASIN AND MANHOLE STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.
 11. ALL FIELD INLET GRADES ARE TO CENTER OF GRADE.
 12. ALL FIELD INLET STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.
 13. ALL MANHOLE GRADES ARE TO CENTER OF STRUCTURE.
 14. ALL DIMENSIONS ARE SHOWN TO BACK OF CURB.



Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com



PROJECT:
SYMPHONY BAY

LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:		
#	DATE	DESCRIPTION
1	9/5/2021	REVISED MPP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:

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

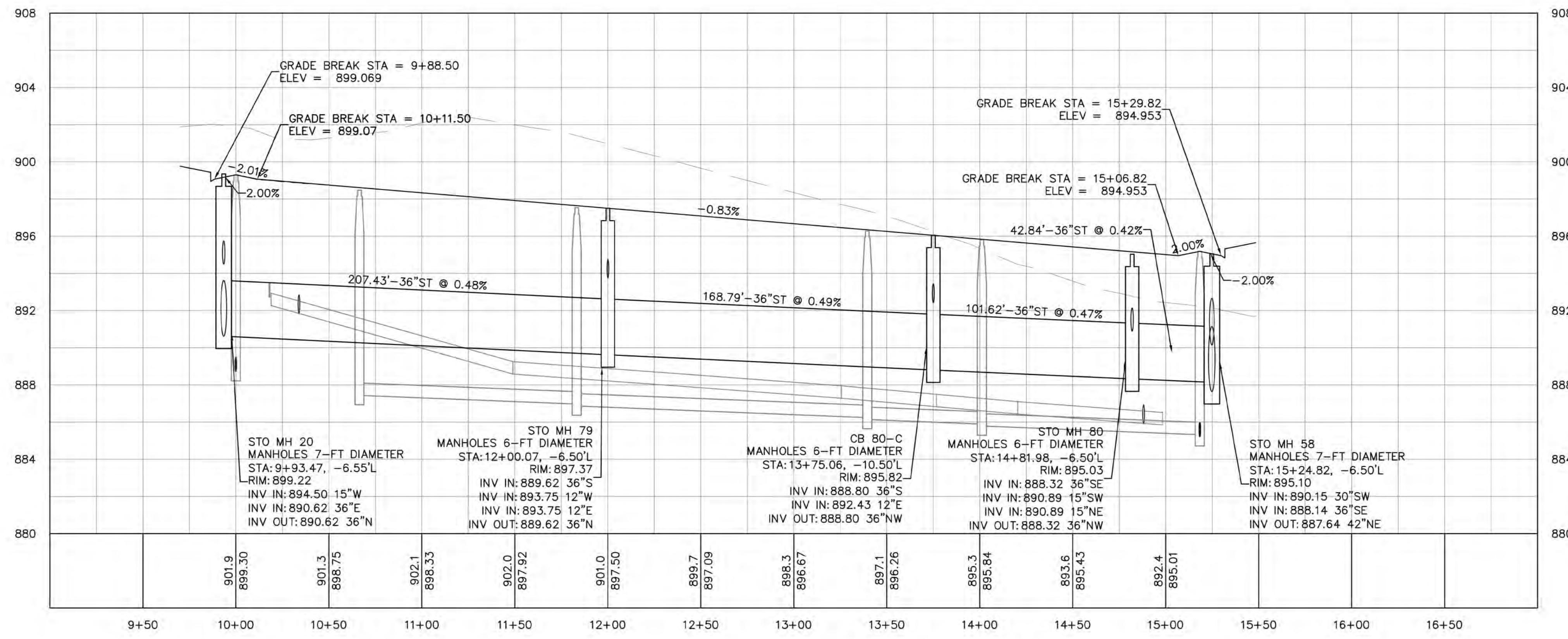
IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

SHEET:
ROAD & STORM DEBUSSY DRIVE

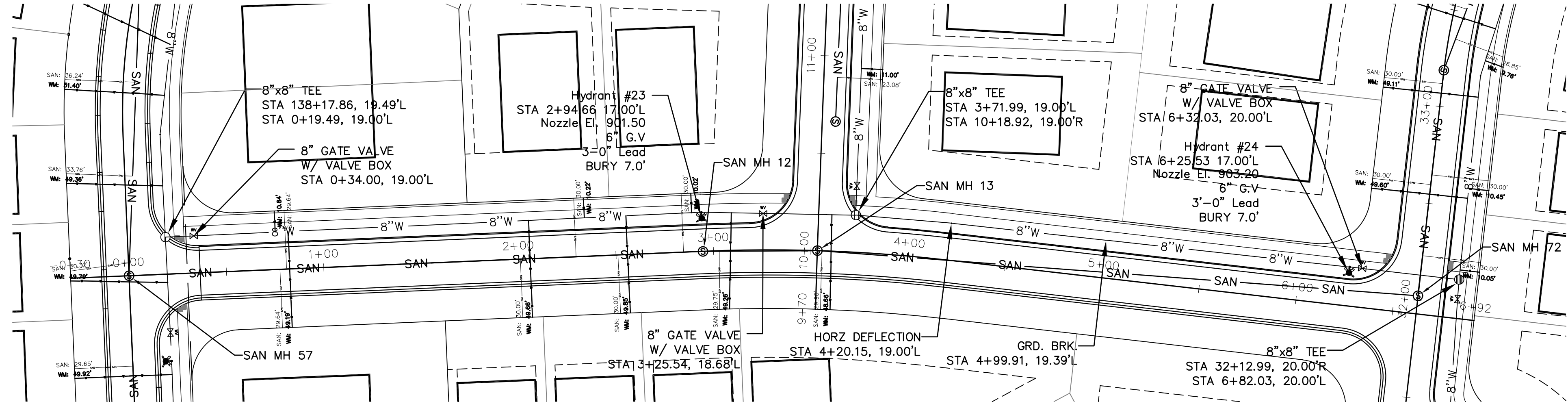
PROJECT MANAGER: TF
PROJECT NUMBER: 150201
DATE: 7-25-2016

SHEET NUMBER:
RS-21

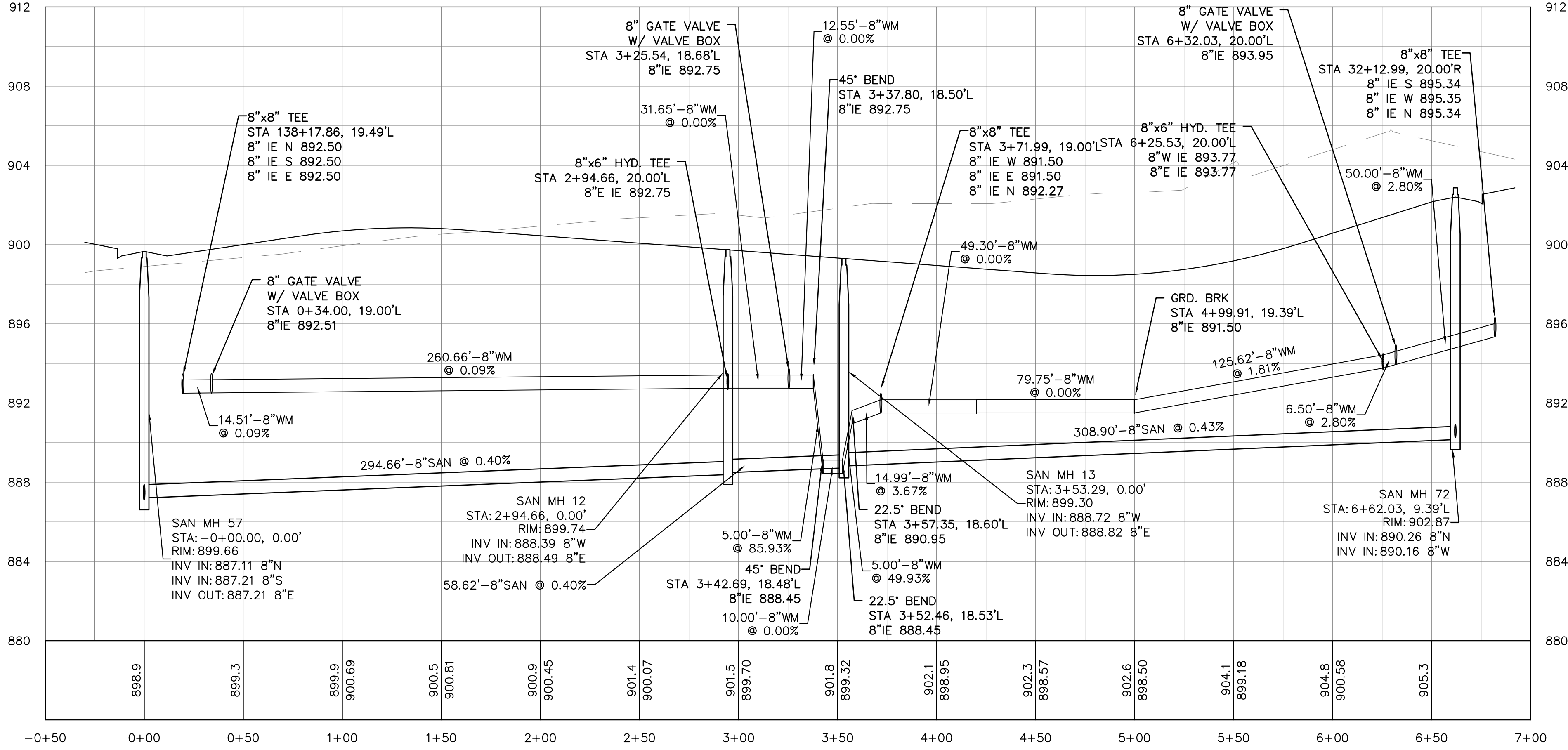


FILENAME: D:\Walworth_Co\Lake Geneva_City\Priv\150201_Symphony Bay\Design\150201_UTILITIES_STORM.dwg

FILENAME: D:\Widworth_Co\Lake Geneva_City\Priv\150201_Symphony Bay\Design\150201_UTILITIES_WATER.dwg



Soprano Drive Profile



PROJECT:
SYMPHONY BAY

LOCATION:
CITY OF LAKE GENEVA, WI

CLIENT:

RELEASE:
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS:		
#	DATE	DESCRIPTION
1	3/5/2021	REVISED PIP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:

SCALE: 1" = 40'

SEAL:

We listen... we innovate.
We turn your vision into reality.

SHEET:
SEWER & WATER

PROJECT MANAGER: ---
PROJECT NUMBER: 150201
DATE: 1-22-2016

SHEET NUMBER:
SW-6

PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

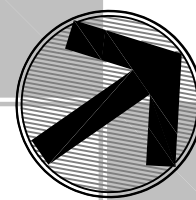
RELEASE:

PRELIMINARY NOT
FOR
CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED PIP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:



SCALE:

1" = 40'

SEAL:

SHEET:

SEWER & WATER

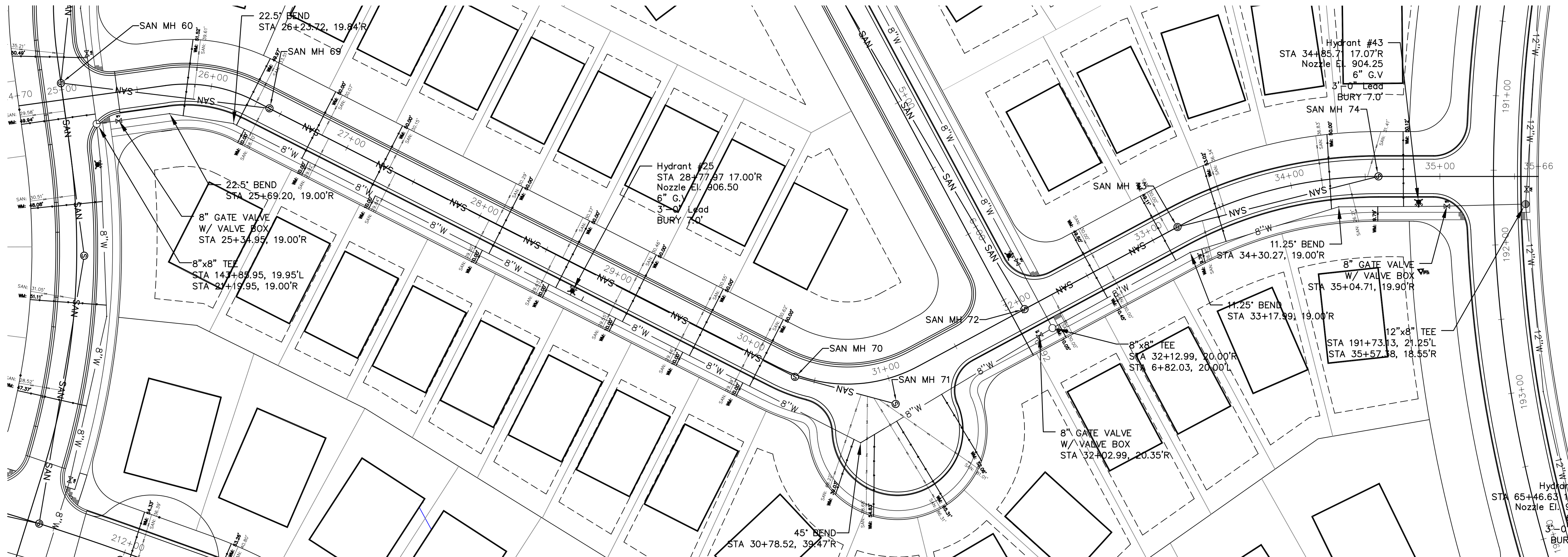
PROJECT MANAGER:

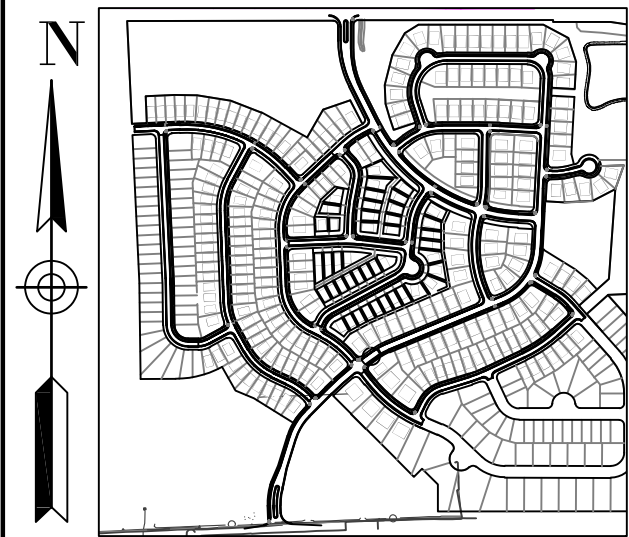
PROJECT NUMBER: 150201

DATE: 1-22-2016

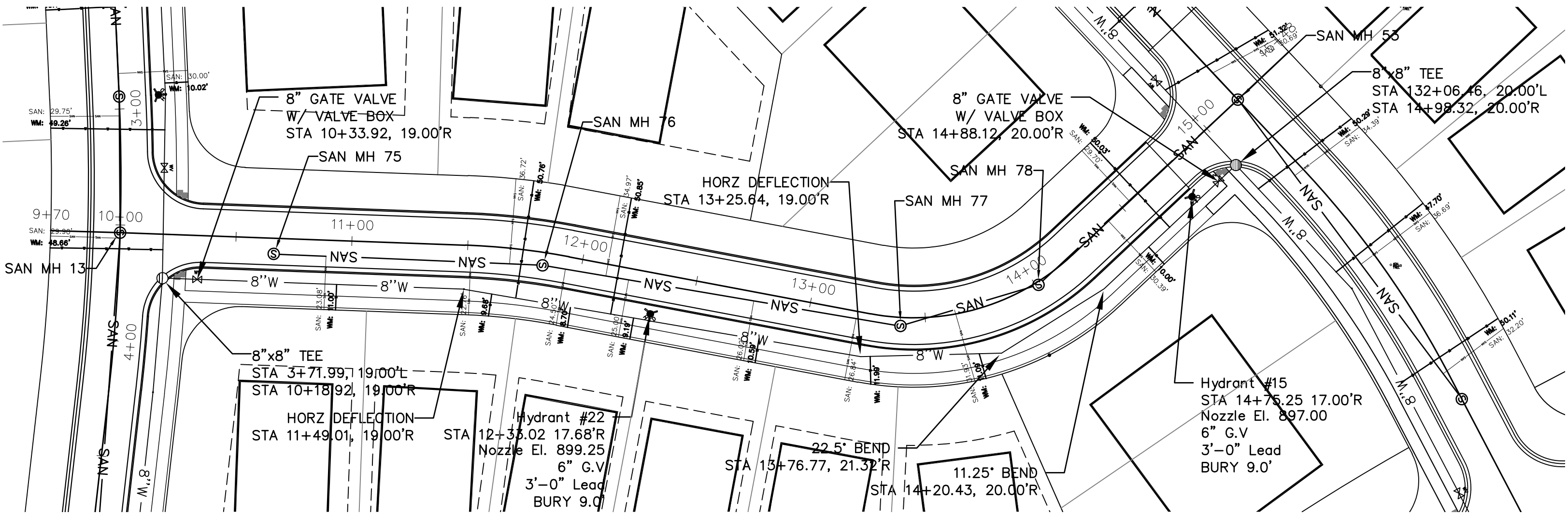
SHEET NUMBER:

SW-20

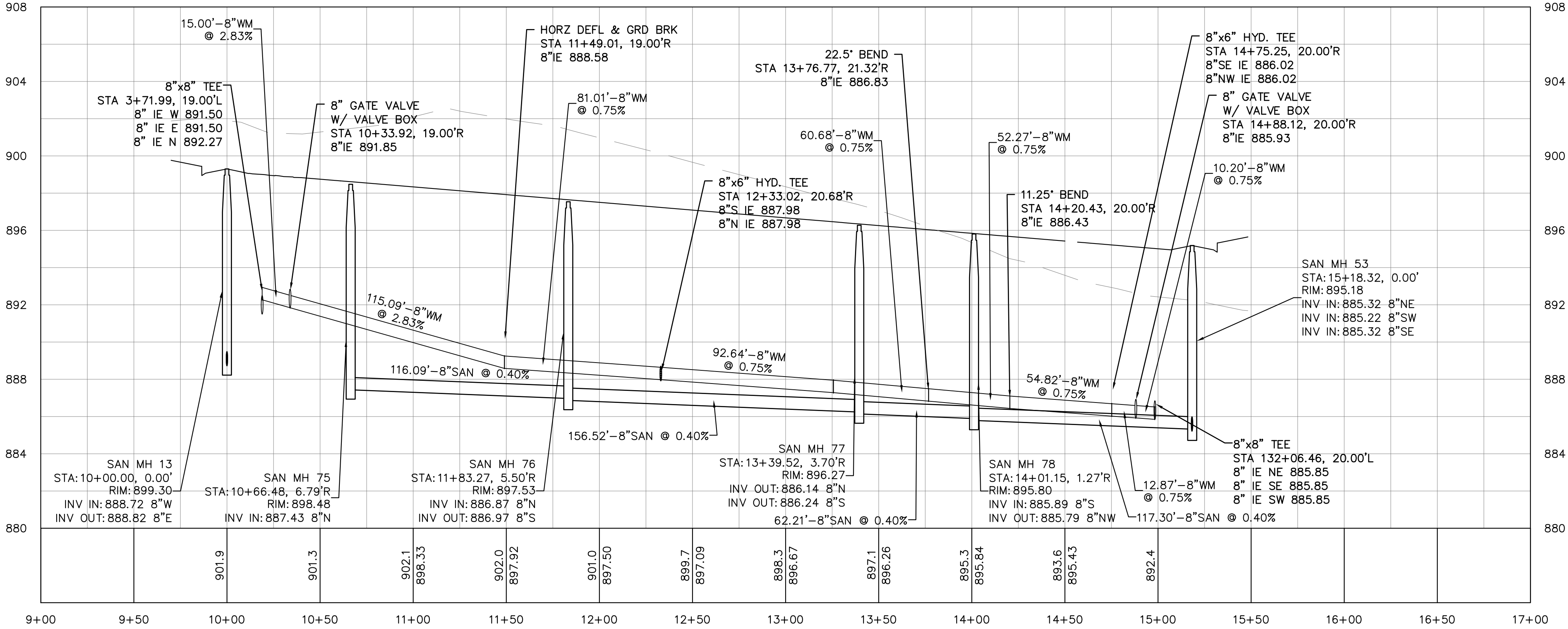




Location Map



Debussy Drive Profile



FILENAME: D:\Widworth_Co\Lake Geneva_City\Priv\150201_Symphony Bay\Design\150201_UTILITIES_WATER.dwg



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

PROJECT:

SYMPHONY BAY

LOCATION:

CITY OF LAKE
GENEVA, WI

CLIENT:

RELEASE:

PRELIMINARY NOT
FOR
CONSTRUCTION

REVISIONS:

#	DATE	DESCRIPTION
1	3/5/2021	REVISED RFP
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###
###	###	###

NORTH ARROW:

SCALE: 1" = 40'

SEAL:

We listen... we innovate.
We turn your vision into reality.

SHEET:

SEWER & WATER

PROJECT MANAGER: ---
PROJECT NUMBER: 150201
DATE: 1-22-2016

SHEET NUMBER:

SW-21