



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, JULY 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,
Alderspersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

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

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

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Dunn
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 June 28, 2021 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on July 6, 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. Temporary Class “B”/”class B” Retailer’s License filed by the Lake Geneva Rotary Club for use at the Riviera New Year’s Eve Gala to be held December 31, 2021 at the Riviera, 812 Wrigley Drive
 - b. Temporary Operator License filed by Jill Rodriguez for the event of Riviera New Year’s Eve Gala to be held December 31, 2021 at the Riviera Ballroom, 812 Wrigley Drive

- c. Temporary Operator License filed by Jill Rodriguez for the event of String of Pearls Gala to be held August 28, 2021 at the Riviera Ballroom, 812 Wrigley Drive
- d. Renewal Sidewalk Café Permit Application filed by Heart & Sol Café d/b/a Heart & Sol Café located at 264 Center Street
- e. Renewal Sidewalk Café Application filed by D & D Restaurant Group d/b/a Flat Iron Tap located at 150 Center Street (*Finance, License, & Committee voted to recommend approval of renewal of Sidewalk Café Permit allowing 12 seats located on Center street*)
- f. Agent Change to Monica Pfeifer, filed by Maxwell Pub LLC d/b/a Maxwell Mansion, located at 304 S Wells Street
- g. Temporary Operator Licenses for the event of Venetian Festival to be held August 18, 2021-August 22, 2021 filed by: Eric Akuetteh, Tyler August, Douglas Bartz, Joe Chambers III, Brian Holt, Bryan Iwicki, Franklyn Lasch, Ryan Lasch, Nathan Love, Brian Monahan, Nicholas Ponsonby, Travis Ross, Joshua Spiegelhoff, Michael Springer JR, Ryan Stelzer, and Christopher Zegarra

10. Items removed from the Consent Agenda

- 11. Second Reading of **Ordinance 21-05** an ordinance amending Chapter 98, Zoning Ordinance, Section 98-407, Substandard Lot Regulations, Section 98-409, Lakeshore Lots, Section 98-505, Lakeshore Overlay Zoning District, Section 98-506(3), Drainageway Overlay Zoning District, Section 98-507(3), Woodland Overlay Zoning District, and Section 98-508(3), Steep Slope Overlay Zoning District; as it relates to the applied requirements for the use of SR-4 Zoning District standards in the ER-1 Zoning District
- 12. Discussion/Action regarding **Resolution 21-R52** a resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency
- 13. Discussion/Action regarding amending the job description for the Municipal Court Clerk position
- 14. Discussion/Action regarding amending the job description for the Assistant Municipal Court Clerk position
- 15. Discussion/Action regarding proposed changes to the Police Department Civilian Handbook
- 16. **Recommendation of the Finance, Licensing, and Regulation Committee of July 6, 2021- Ald. Howell**
 - a. Discussion/Action regarding **Resolution 21-R51** a resolution authorizing the write off of 2019 delinquent personal property taxes in the amount of \$718.93 deemed uncollectible
 - b. Discussion/Action regarding awarding bid for the City Hall Roof Project to Top Roofing in an amount not to exceed \$82,500.00
 - c. Discussion/Action regarding awarding bid for Street Department Roof Project 2021-01 to Midwest Roofing in an amount not to exceed \$40,480.00
 - d. Discussion/Action regarding awarding bid for Street Department Roof Project 2021-02 to Humphreys Contracting in an amount not to exceed \$91,650.00

- e. Discussion/Action regarding awarding proposal for the 2022 Street Improvement Project to MSA
- f. Discussion/Action regarding Pay Request #1 for the 2021 Street program filed by Wolf Construction in an amount not to exceed \$150,963.03
- g. Discussion/Action regarding Pay Request #2 for the 2021 Street program filed by Wolf Construction in an amount not to exceed \$357,733.08
- h. Discussion/Action regarding Pay Request #3 for the 2020 Street program filed by Payne and Dolan in an amount not to exceed \$14,865.13 (*Finance, License, & Regulation Committee voted to recommend payment of \$12,815.13 after subtracting Change Order #2 in the amount of \$2050.00*)
- i. Discussion/Action regarding disallowance of claim filed by Alex Knable for alleged damage caused by a piece of asphalt that went through a snow blower on February 3, 2021, pursuant to Wis. Stat. 893.80(1g)
- j. Discussion/Action regarding an Original Class “C” Wine License application filed by Lake Geneva Egg Harbor LLC d/b/a Egg Harbor Café, Agent, Adeline Buffa, located at 827 Main Street
- k. Discussion/Acceptance of July 6, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports
- l. Discussion/Approval of 2022 Budget Goals and Timeline

17. Discussion/Action regarding speed bumps on Center Street (North) leading to the Stoneridge Subdivision (*Agenda Item Request by Alderperson Fesenmaier and Alderperson Flower*)

18. **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: **White River Holdings, LLC**

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

20. 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, JUNE 28, 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 6:03 p.m.

Aldersperson Fesenmaier led the Council in the Pledge of Allegiance.

Roll Call

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

Absent:

Awards, Presentations, Proclamations, and Announcements

Aldersperson Yunker announced that the first responders fund has collected over \$12,000 and she hopes to see the momentum continue.

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

Gina Henze; Geneva Lake Conservancy; Spoke in opposition of Ordinance 21-05 and changes to allowable impervious surfaces.

David Frost; 1556 Orchard Ln; Spoke in opposition of Ordinance 21-05 and changes to allowable impervious surfaces.

Chris Todd; Geneva Lake Conservancy; Spoke in opposition of Ordinance 21-05 and changes to allowable impervious surfaces.

Ruth Monaco; 625 S Lake Shore Dr; Spoke in opposition of Ordinance 21-05 and changes to allowable impervious surfaces.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of June 14, 2021 as prepared and distributed

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

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on June 15, 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.

-Tier I Event Permit Application filed by the Alzheimer's Association for the event of 15th Annual Walk to End Alzheimer's to take place on Saturday, September 18, 2021 from 6:30 a.m. to 3:30 p.m., located at Library Park

-Taxi Company License Renewal, for the period of July 1, 2021 through June 30, 2022, filed by Senior Cab

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

Items removed from the Consent Agenda

None

First Reading of **Ordinance 21-05** An ordinance amending Chapter 98, Zoning Ordinance, Section 98-407, Substandard Lot Regulations, Section 98-409, Lakeshore Lots, Section 98-505, Lakeshore Overlay Zoning District, Section 98-506(3), Drainageway Overlay Zoning District, Section 98-507(3), Woodland Overlay Zoning District, and Section 98-508(3), Steep Slope Overlay Zoning District; as it relates to the applied requirements for the use of SR-4 Zoning District standards in the ER-1 Zoning District

Mayor Klein offered Ordinance 21-05 as a first reading.

Fesenmaier thanked those who brought up the data that is concerning to this ordinance. She added that this change could negatively affect the stormwater ordinance. Mayor Klein asked that the Council members review the June Plan Commission meeting to gain a better understanding of the impact of the ordinance. No action taken.

Discussion/Possible Action regarding shared use agreement with the Geneva Lake Environmental Agency and Geneva Lake Conservancy for use of the CD3 Boat Cleaning Machine

Attorney Draper noted that there was some concern about the liability and that the idea of a use agreement had been brought up.

Motion by Howell to approve, second by Flower. Flower stated that she would like to see the City to have one permanently. Fesenmaier stated that the City would be responsible for transporting it to and from the City to next the municipality. Draper added that there is not an agreement but recommended that the City notify the insurance company.

Flower modified the motion to state that the City will pick-up and deliver the CD3 machine and follow the guidance from the GLEA and GLC for its use. Motion carried 8-0.

Recommendation of the Finance, Licensing, and Regulation Committee of June 15, 2021- Ald. Howell

Discussion/Action regarding an Original Class “B” Fermented Malt Beverage & Class “C” Wine License application filed by Hill Valley Dairy LLC, d/b/a Hill Valley Dairy, Josie Henningfeld, Agent, located at 512 Broad St

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

Discussion/Action regarding the City of Lake Geneva Donation Policy

Motion by Howell to approve, second by Halverson. City Administrator Nord clarified that the Public Works Director did include his input on this policy. Motion carried 8-0.

Discussion/Action regarding proposed policy for private parking stall reservations on Wrigley Drive

Motion by Howell to approve, second by Yunker. Flower questioned why Wrigley Drive was the only street where this wouldn't be allowed. Mayor Klein noted that this issue had come up as a result of private stall reservations for weddings at the Riviera and that it could affect the businesses there. She further questioned why the businesses on Wrigley Drive are being treated any differently than the other businesses on other streets. Motion carried 6-2, with Flower and Straube voting no.

Discussion/Action regarding approval of a Century quote for work to be completed on damaged guardrail and to identify funding source

Motion by Howell to approve, second by Yunker. Flower stated that it seems to be no need to have that guardrail in place and that if it is not needed it poses more of a threat. She would like to see if this is needed and she would like to see this sent back to the Public Works Committee for consideration. She added that she would like to have the City Engineer review the need and provide feedback. Finance Director Hall stated that this would come out of contingency and to not exceed \$10,000. Motion failed 2-6 on a roll call vote with Dunn, Flower, Halverson, Hedlund, Straube, and Yunker voting no.

Motion by Flower to refer back to the Public Works Committee and to have the City Engineer review it's need, second by Howell. Motion carried 8-0.

Discussion/Action regarding purchase of 1,300 gallon Varitech Tank/Spray Brine system from Walworth County with funds from the Capital Improvement Fund

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

Discussion/Acceptance of June 15, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

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

Recommendation of the Planning Commission of June 21, 2021- Ald. Dunn

Discussion/Action regarding the General Development Plan for Kwik Trip for the property located at 898 S Wells St in the Planned Business (PB) Zoning District Tax Key Nos. ZBL00006, ZBL00006A, ZBL00008, & ZBL00058

Motion by Dunn to approve, second by Halverson. Fesenmaier stated that there was public input concerning the lights, carwash, and several other items. She added that she was not in favor of the plan as presented and would like to see changes made before the Precise Implementation Plan is considered. Dunn indicated that this could be sent back to planning with recommendations for the applicant to adhere to. Motion failed 1-7 on a roll call vote with Dunn, Fesenmaier, Flower, Halverson, Hedlund, Straube and Yunker voting no.

Motion by Fesenmaier to refer this back to the Planning Commission and that the applicant provide two other plans for consideration, second by Halverson. The Council indicated that the carwash placement is particularly concerning. Howell stated that the Council members should be at the next Planning Commission meeting to voice concerns. Motion carried 8-0.

Discussion/Action regarding **Resolution 21-R45** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Jeffery and Diane Wayne, 2305 Greenwood Ave. Wilmette, IL 6091 for the property located at 886 Maytag Rd., to allow allowing for the utilization of the Single Family-4 (SR-4) zoning in the Estate Residential-1 (ER-1) land use, Tax Key No. ZCE00019

Motion by Dunn to approve, second by Howell. Attorney Draper noted that the only SR-4 Zoning use would be for the setbacks. Motion carried 8-0.

Discussion/Action regarding **Resolution 21-R46** a resolution authorizing the issuance of a Conditional Use Permit filed by Peggy Klingenberg, 927 Bayview Dr. Lake Geneva for the property located at 927 Bayview Dr., Lake Geneva, WI, 53147 to install alterations and reconfiguration to the existing pier in the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZGB00002

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

Discussion/Action regarding **Resolution 21-R47** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Lara L. Delheimer Trust, 3928 Johnson Ave., Western Spring, IL 60558 for the property located at 1875 Geneva Bay Dr., to allow for the utilization of the Single Family-4 (SR-4) zoning in the Estate Residential-1 (ER-1) land use, Tax Key No. ZGB00010

Motion by Dunn to approve, second by Howell. Attorney Draper commented that the only SR-4 Zoning use would be for the setbacks. Motion carried 8-0.

Discussion/Action regarding **Resolution 21-R48** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by McDonalds Corporation, 711 Jorie Blvd. 3rd Floor, Oak Brook, IL 60523 for the property located at 104 Wells St., to allow for the installation of an additional bypass drive through lane in the General Business (GB) zoning, Tax Key No. ZOP00376

Motion by Dunn to approve, second by Fesenmaier. Dunn added that this would be to add an additional drivethru lane. Flower questioned the queue of the drivethru and if this would impact the traffic on Wells St. The applicant's representative, Steve Jeske, noted that he is available for questions.

Motion by Howell to allow Mr. Jeske to speak, second by Halverson. Mr. Jeske explained that the ordering area is in the same place and as the slowest part of the drivethru process, it would not affect the traffic on Wells Street. Motion carried 8-0.

Discussion/Action regarding **Resolution 21-R49** a resolution authorizing the Zoning Map Amendment filed by Justin W. Lanasa, 723 Williams St. Lake Geneva WI 53147 for the property located at 723 Williams St., to allow for the zoning classification change from General Business (GB) to Central Business (CB) for, Tax Key No. ZF00028

Motion by Dunn to approve, second by Howell. Attorney Draper noted that this change is in accordance with the City's future land use. Motion carried 8-0.

Discussion/Action regarding **Resolution 21-R50** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Justin W. Lanasa, 723 Williams St. Lake Geneva WI 53147 for the property located at 723 Williams St., to allow for the Commercial Apartment on the second floor of the property located in the Central Business (CB) zoning classification, Tax Key No. ZF00028

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

Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter; provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand that the evidentiary hearing or meeting be held in open session regarding: Operator License Denial for Kendra Holmes and Elizabeth Gardner

Motion by Hedlund to convene the Council into Closed Session to include all City Staff along with Kendra Holmes, second by Fesenmaier. Motion carried on a roll call vote 8-0. The Council convened into Closed Session at 7:27 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 Hedlund to reconvene the Council into Open Session, second by Flower. Motion carried 8-0 on a roll call vote. The Council reconvened into Open Session at 7:31 p.m.

Motion by Flower to deny the operator license to Kendra Holmes and Elizabeth Gardner unless they complete the application and resubmit, second by Straube. Motion carried 8-0.

Adjournment

Motion by Howell to adjourn, second by Flower. Motion carried 8-0. The meeting adjourned at 7:32 p.m.

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

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

Applicant Organization: Lake Geneva Rotary

Name of Event: New Year's Eve Gala @ Riviera

Date of Event: 12/31/21

Time of Event: 9-12
(Beginning) (Ending)

Event Contact Person: Jill Rodriguez

Contact Phone:

Contact Email:

Will a Licensed Operator be serving or supervising the service of alcohol?

***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

☒ Yes

☐ No

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

For Office Use Only

Date Filed: June 24, 2021 Receipt No: 15-002238

Total Amount: \$10-

Forwarded to Police Chief: June 24, 2021

Recommendation:

Approved

Denied

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

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAIL TO: 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: 6-23-21

☐ Town ☐ Village ☒ City of Lake Geneva

County of Walworth

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

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

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

at the premises described below during a special event beginning 12/31/21 and ending 1/1/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

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

(a) Name Lake Geneva Rotary Club

(b) Address PO Box 601 Lake Geneva WI 53147
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1975

(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 Jill Rodriguez

Vice President Jane Ilsen

Secretary Robert Kunkel

Treasurer Nancy Newkome

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

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 812 Wrigley Dr Lake Geneva, WI

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event New Year's Eve Gala

(b) Dates of event 12/31/21

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

Jill Rodriguez
(Signature / Date)

Lake Geneva Rotary Club
(Name of Organization)

Date Filed with Clerk June 24, 2021

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: WILL Rodriguez Jill
Last First Middle

Maiden Name: Holopigian Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Rotary Club
Address: PO Box 601 Lake Geneva WI 53147
Name of Event where licensee will work: Riviera New Years Eve
Date of Event: 12/31/21

APPLICANT SIGNATURE

Jill Rodriguez DATE: 6/23/21

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: June 24, 2021 Receipt No: 15.002238

Total Amount: \$10

Forwarded to Police Chief: June 24, 2021

Background Completed: 6-29-21 JR

Recommendation: _____ Approved _____ Denied _____

Verification that no more than 2 temporary licenses have been issued to this applicant
in the current year: _____

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Rodriguez Jill
Last First Middle

Maiden Name: Holopigian Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO ☐
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Rotary Club of Lake Geneva
Address: PO Box 601 Lake Geneva, WI
Name of Event where licensee will work: String of Pearls and NYE Gala
Date of Event: 8/28/21 + 12/31/21

APPLICANT SIGNATURE

Jill Rodriguez DATE: 6/21/21

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: June 24, 2021 Receipt No: 15.602238

Total Amount: \$10-

Forwarded to Police Chief: June 24, 2021

Background Completed: June 29, 21 97

Recommendation: [Signature] Approved Denied

Verification that no more than 2 temporary licenses have been issued to this applicant
in the current year: _____

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization



CITY OF LAKE GENEVA

SIDEWALK CAFÉ PERMIT APPLICATION

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

Please Check:

- | | |
|---|---|
| ☐ Initial Sidewalk Café Permit with Alcohol | ☐ Renewal of Sidewalk Café Permit with Alcohol |
| ☐ Initial Sidewalk Café Permit without Alcohol | ☒ Renewal of Sidewalk Café Permit without Alcohol |

Application Checklist:

- ☐ **Certificate of Comprehensive General Liability Insurance** naming the City as a party insured against liability resulting from the uses permitted herein. The coverage shall be in an amount not less than \$1,000,000.00.
- ☐ **Scaled diagram** which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk café, size and number of tables, seats, bollards (and chains or ropes), planters, umbrellas, location of doorways, tree, signage, parking meters, obstructions (either existing or proposed, within the pedestrian way). *Site plan must depict five (5) feet of unobstructed sidewalk for public use.*
- ☐ **Copy of restaurant license issued by the Wisconsin Dept. of Health Services and/or Wisconsin Dept. of Agriculture, Trade and Consumer Protection per Wis. Stat. 254.64.**
- ☐ **Application Fee** of \$15.00 per seat: 4 seats x \$15.00 = \$ 60
(# OF SEATS) (TOTAL FEE)
- ☐ **Alcohol License Premises Extension Application (Initial Applications Only).** If the applicant wishes to serve alcohol in the sidewalk café area, the applicant must currently hold a valid license to serve alcohol and submit an application requesting the premises description of the license be amended to include the sidewalk café area. The Alcohol License Premises Extension Application does not need to be submitted if the alcohol license has already been extended to the sidewalk café area.

APPLICANT INFORMATION

Applicant Name: JEFF WACSKI
Establishment Name: HEART & SOUL CAFE
Address: 264 CENTER ST

Do food sales generate more than 50% of gross receipts?

☒ Yes

☐ No

Are you requesting to serve alcoholic beverages?

☐ Yes

☒ No

If so, please provide the following information:

Liquor License Agent Name: _____

Agent Address: _____

Agent Phone: _____ Alt. # _____

Agent E-mail: _____

Signature of Agent: _____ Date: _____

INDEMNIFICATION STATEMENT

I, JEFF WALSKI representing HEART & SOUL CAFE as its
(FULL NAME) (ESTABLISHMENT)

OWNER agree to hold harmless and indemnify the City, its directors,
(TITLE)
officers, employees and agents, from and against any and all liabilities, losses, claims, demands,
damages, fines, penalties, costs and expenses, including, but not limited to, reasonable attorney's
fees and costs of litigation, and all causes of action of any kind or character resulting from my use
of the public sidewalk as a café. I certify that I have read and understand the rules of Section 62-67
(6) Sidewalk Café permits.

SIGNATURE OF APPLICANT: [Signature] DATE: 5/26/21

For Office Use Only

Date Filed with Clerk: 5/28/21

Total Amount: \$ \$60.00 Receipt No.: 15-001480

Date Forwarded to Police Chief: June 14, 2021

Police Chief Signature: [Signature] Approved Denied

Date Forwarded to Building Inspector: _____

Director of Building Inspector Signature: [Signature] Approved Denied

Date Forwarded to Director of Public Works: 21 June 21

Director of Public Works Signature: [Signature] Approved Denied

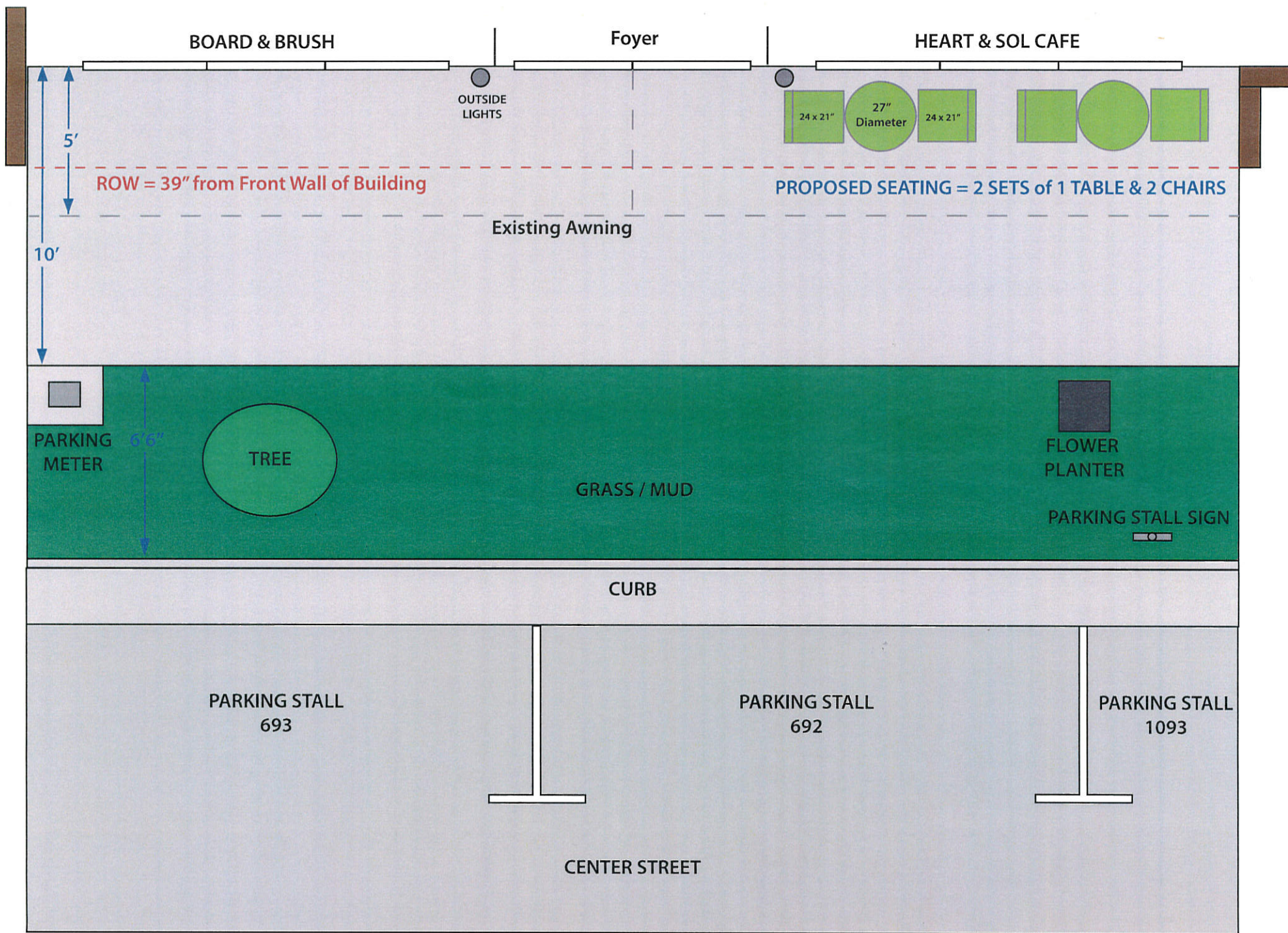
maintain 5' clearance
Date of FLR/Council Approval (for alcohol license amendment, if applicable): _____

Permit Issue Date: _____ Permit Number: _____

Copies Provided to:

Police Chief
DPW Director

Fire Chief
Zoning Administrator



1/4" = 1'

HEART & SOL CAFE • 264 CENTER ST



CITY OF LAKE GENEVA

SIDEWALK CAFÉ PERMIT APPLICATION

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

Please Check:

- | | |
|---|--|
| ☐ Initial Sidewalk Café Permit with Alcohol | ☒ Renewal of Sidewalk Café Permit with Alcohol |
| ☐ Initial Sidewalk Café Permit without Alcohol | ☐ Renewal of Sidewalk Café Permit without Alcohol |

Application Checklist:

- ☐ Certificate of Comprehensive General Liability Insurance naming the City as a party insured against liability resulting from the uses permitted herein. The coverage shall be in an amount not less than \$1,000,000.00.
- ☒ Scaled diagram which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk café, size and number of tables, seats, bollards (and chains or ropes), planters, umbrellas, location of doorways, tree, signage, parking meters, obstructions (either existing or proposed, within the pedestrian way). *Site plan must depict five (5) feet of unobstructed sidewalk for public use.*
- ☐ Copy of restaurant license issued by the Wisconsin Dept. of Health Services and/or Wisconsin Dept. of Agriculture, Trade and Consumer Protection per Wis. Stat. 254.64.
- ☐ Application Fee of \$15.00 per seat: 12 ²⁴ seats x \$15.00 = \$ 180.00 ^{\$360} (TOTAL FEE)
- ☐ Alcohol License Premises Extension Application (Initial Applications Only). If the applicant wishes to serve alcohol in the sidewalk café area, the applicant must currently hold a valid license to serve alcohol and submit an application requesting the premises description of the license be amended to include the sidewalk café area. The Alcohol License Premises Extension Application does not need to be submitted if the alcohol license has already been extended to the sidewalk café area.

APPLICANT INFORMATION

Applicant Name: DAVID J Wingate
Establishment Name: Flat Iron Tap
Address: 150 Center St Lake Geneva, WI 53147
Phone: [REDACTED] E-mail: flatirontap@gmail.com

Do food sales generate more than 50% of gross receipts? ☒ Yes ☐ No

Are you requesting to serve alcoholic beverages?

☒ Yes

☐ No

If so, please provide the following information:

Liquor License Agent Name:

John Sherman Lindsey

Sig

INDEMNIFICATION STATEMENT

I, John Sherman Lindsey representing Flat Iron Tap as its
(FULL NAME) (ESTABLISHMENT)

Agent agree to hold harmless and indemnify the City, its directors,
(TITLE)
officers, employees and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character resulting from my use of the public sidewalk as a café. I certify that I have read and understand the rules of Section 62-67 (6) Sidewalk Café permits.

SIGNATURE OF APPLICANT:

[Signature]

DATE:

4-14-21

For Office Use Only

Date Filed with Clerk:

April 14, 2021

Total Amount: \$

180

Receipt No.:

15-000781

Date Forwarded to Police Chief:

April 15, 2021

Police Chief Signature:

[Signature]

Approved

Denied

Date Forwarded to Building Inspector:

4/20

Director of Building Inspector Signature:

[Signature]

Approved

Denied

Date Forwarded to Director of Public Works:

19 May 2021

Director of Public Works Signature:

[Signature]

Approved

Denied

Date of FLR/Council Approval (for alcohol license amendment, if applicable):

Permit Issue Date:

Permit Number:

Copies Provided to:

Police Chief
DPW Director

Fire Chief
Zoning Administrator

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 Maxwell Pub 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 Maxwell Mansion
(Trade Name)

located at 304 S. Wells St. Lake Geneva, WI 53147

appoints Monica Pfeifer
(Name of Appointed Agent)
304 S. Wells St. Lake Geneva, WI 53147
(Home Address of Appointed Agent)

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

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

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? 7 months

Place of residence last year [REDACTED]

For: Maxwell Pub 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, Monica Pfeifer, 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] 6/21/2021
(Signature of Agent) (Date)
304 S. Wells St Lake Geneva, WI 53147
(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 6-30-2021 by [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

-pd \$10 6/21/21
sack

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

Maxwell Pub, LLC

Reason for Cancellation of Appointed Agent

Moving Agent to an Owner of the Licensee

The undersigned appoints Monica Pfeifer

agent in accordance with sec. 125.04(6), Wis. Stats.

as

Signature of President / Member

Date

6/19/2021

Section 2: Agent Information and Acknowledgement

Agent Name

Monica Pfeifer

Mailing Address

304 S Wells st

City or Post Office

Lake Geneva

State

WI

Zip Code

53147

Agent Questions

Yes

No

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? | ☒ | ☐ |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? | ☒ | ☐ |
| 3. Have you ever been convicted of a federal law violation? | ☐ | ☒ |
| 4. Have you ever been convicted of a state law violation? | ☐ | ☒ |
| 5. Have you ever been convicted of a local ordinance violation? | ☐ | ☒ |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? . . . | ☒ | ☐ |

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Maxwell Pub, LLC

and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent

Date

6/19/2021

Section 3: Licensing Authority Approval

Municipality Name

City of Lake Geneva

Signature of Official

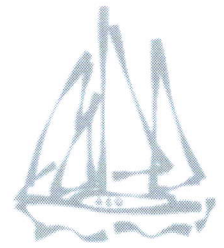
Date

June 21, 2021

Title of Official



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Akuetteh Eric K
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycee's
Address: P.O. Box 411 Lake Geneva WI, 53147
Name of Event where licensee will work: Venetian Festival
Date of Event: Aug 18-22 2021

APPLICANT SIGNATURE

Eric Akunt DATE: June 9/2021



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: AUGUST TYLER CHARLES
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO ☐
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: LG Jaycees
Address: PO Box 411 Lake Geneva
Name of Event where licensee will work: Venuefest
Date of Event: August 18-22nd

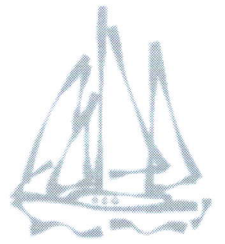
APPLICANT SIGNATURE

[Signature] DATE: 6/9/21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Bartz Douglas Michael
Last First Middle

Maiden Name: N/A Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

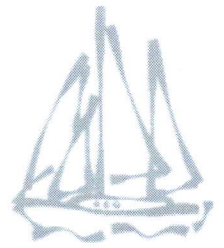
Organization Name: Lake Geneva Jaycees
Address: P.O. Box 411, Lake Geneva, WI 53147
Name of Event where licensee will work: Venetian Festival
Date of Event: August 18-22 2021

APPLICANT SIGNATURE

[Signature] DATE: 6-9-2021



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Chambers III Joe W
Last First Middle

Maiden Name: Joe W Chambers III Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees

Address: _____

Name of Event where licensee will work: Venetian Festival

Date of Event: 9/18/21 - 9/22/21

APPLICANT SIGNATURE

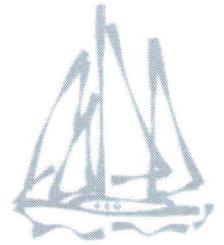
Joe W Chambers III

DATE: 6/9/21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Holt Brian Elliott
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees
Address: _____
Name of Event where licensee will work: Venetian Fest
Date of Event: 9-18-21 - 9-22-21

APPLICANT SIGNATURE

[Signature] DATE: 6/9/21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Twicki Bryan G
Last First Middle

Maiden Name: _____ Date of Birth: _____

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

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

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees

Address: PO Box 411, Lake Geneva

Name of Event where licensee will work: Venetian Fest

Date of Event: Aug 18th - 22nd, 2021

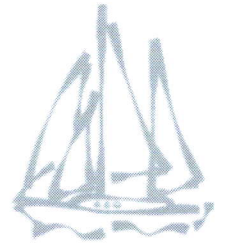
APPLICANT SIGNATURE

Bryan Twicki DATE: 6-9-2021



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Lasch Franklyn Jake
Last First Middle

Maiden Name: _____ Date of Birth: _____

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

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

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees

Address: PO Box 411 Lake Geneva WI 53147

Name of Event where licensee will work: Venetian Fest

Date of Event: 8-18-21 thru 8-22-21

APPLICANT SIGNATURE

F. J. Lasch DATE: 06-09-21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Lasch Ryan Christopher
Last First Middle

Maiden Name: Ryan Lasch Date of Birth: 

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees

Address: PO Box 411

Name of Event where licensee will work: Venetian Fest

Date of Event: August 16, 2021 thru August 22, 2021

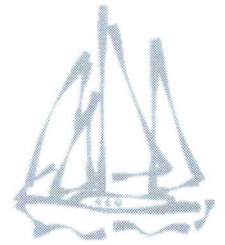
APPLICANT SIGNATURE

Ryan Lasch DATE: 6-9-2021



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Love Nathan W
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

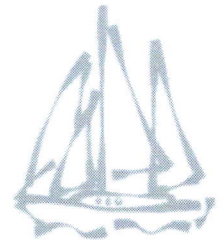
Organization Name: Lake Geneva Jaycees Venetian Festival
Address: Flat Iron Park PO Box 411 Lake Geneva
Name of Event where licensee will work: Venetian Festival
Date of Event: August 19th - 22nd

APPLICANT SIGNATURE

[Signature] DATE: 6-9-2021



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Monahan Brian Michael
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO ☐
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☒ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

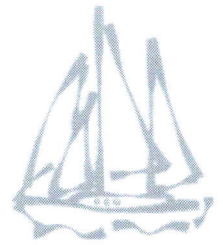
Organization Name: Lake Geneva Jaycees
Address: PO Box 411 Lake Geneva, WI
Name of Event where licensee will work: Venation Fest
Date of Event: 08/18- 08/22 /21

APPLICANT SIGNATURE

Brian Monahan DATE: 06/09/21



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Ponsonby Nicholas Michael
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☐ NO ☒
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☒ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycess
Address: PO Box 411 Lake Geneva, WI 53147
Name of Event where licensee will work: Venetian Fest
Date of Event: 8/18 - 8/22

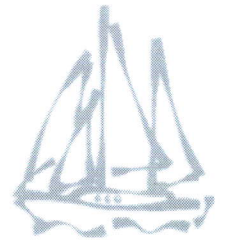
APPLICANT SIGNATURE

[Signature] DATE: 6/9/21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: ROSS Travis John
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Express
Address: PO Box 411 Lake Geneva, WI 53147
Name of Event where licensee will work: Venetian Fest
Date of Event: Aug 18th - 22nd 2021

APPLICANT SIGNATURE

[Signature] DATE: 6-9-2021



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Spiegelhoff Joshua J
Last First Middle

Maiden Name: _____ Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO ☐
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO ☒

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees
Address: PO Box 411 Lake Geneva WI 53147
Name of Event where licensee will work: Venetian Fest
Date of Event: 8/18 - 8/22

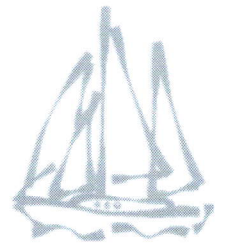
APPLICANT SIGNATURE

[Signature] DATE: 08-09-2021



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Springer Jr. Michael Edward
Last First Middle

Maiden Name: Michael E Springer Jr Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees

Address: _____

Name of Event where licensee will work: Venetian

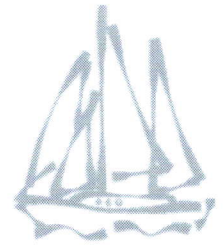
Date of Event: 8/18 - 8/22

APPLICANT SIGNATURE

[Signature] DATE: 06/09/21



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE

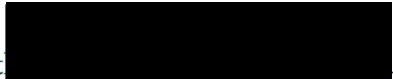


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

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

APPLICANT INFORMATION

Name: Stelzer Ryan M
Last First Middle

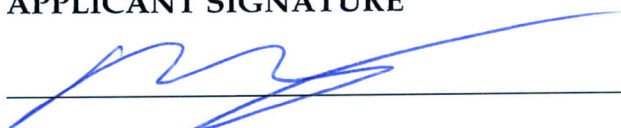
Maiden Name: _____ Date of Birth: 

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Jaycees
Address: Po Box 411 Lake Geneva, WI 53147
Name of Event where licensee will work: Venetian Festival
Date of Event: August 18-22, 2021

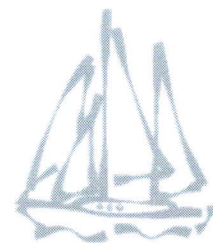
APPLICANT SIGNATURE

 DATE: 6-9-21



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: ZEGARRA CHRISTOPHER _____
Last First Middle

Maiden Name: NAVARRETE Date of Birth: _____

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO ☐
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: LAKE GENEVA JAYCEES
Address: P.O. BOX 411 LAKE GENEVA WI 53147
Name of Event where licensee will work: VENETIAN FEST
Date of Event: AUGUST 18TH - AUGUST 22ND

APPLICANT SIGNATURE

[Signature] DATE: 6-9-2021

ORDINANCE OF THE COMMON COUNCIL

An ordinance amending Chapter 98, Zoning Ordinance, Section 98-407, Substandard Lot Regulations, Section 98-409, Lakeshore Lots, Section 98-505, Lakeshore Overlay Zoning District, Section 98-506(3), Drainageway Overlay Zoning District, Section 98-507(3), Woodland Overlay Zoning District, and Section 98-508(3), Steep Slope Overlay Zoning District; as it relates to the applied requirements for the use of SR-4 Zoning District standards in the ER-1 Zoning District

Committee	N/A		
Fiscal Impact:	N/A		
File Number:	21-05	First Reading :	June 28, 2021
		Second Reading :	July 12, 2021

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

Section 98-407 Substandard Lot Regulations

- (1) Upon and after the effective date of this Chapter, no lot shall be created which does not meet the Minimum Zoning District Area requirements of Section 98-304 or the Minimum Lot Area requirements of Section 98-305 or which does not meet the lot dimension requirements of Sections 98-402 or 98-403.
- (2) A legal lot of record existing upon the effective date of this Chapter in a Residential District (see Section 98-102), which does not meet the Minimum Zoning District Area of Section 98- 304 or the Minimum Lot Area (MLA) requirements of Section 98-305, or which does not meet the lot dimension requirements of Sections 98-402 or 98-403 may be utilized for a detached single-family dwelling unit, provided the measurements of such ~~area and~~ dimensions are equal to or greater than 70% of the requirements of this Chapter. Said lot shall not be more intensively developed (with multi-family or nonresidential uses) unless combined with one or more abutting lots (or portions thereof) so as to create a lot which meets the requirements of this Chapter.
- (3) Use of SR-4 Zoning Standards in the ER-1 Zoning District:
 - (a) Existing legal lots of record that are now substandard in any way, and that are zoned ER-1 shall be considered as legal substandard lots. For new dwellings, ~~or building additions,~~ structures, or paved areas on such lots, a Conditional Use Permit may be sought to enable the granting of permission to use the ~~lot width, lot frontage, lot area and setback~~ following requirements of the SR-4 District: Maximum Building Coverage, Minimum Landscape Surface Ratio, Minimum Lot Width, Minimum Lot Frontage, Minimum Front or Street Setback Lot Line to House, Minimum Front or Street Setback Lot Line to Garage, Minimum Side Setback Lot Line to House, Minimum Total of Both Side Setbacks to House/Garage, Minimum Rear Setback Lot Line to House or Garage, Minimum Side Setback Lot Line to Accessory Structure, Minimum Rear Setback Lot Line to Accessory Structure, Minimum Paved Surface Setback, and Minimum Building Separation. The requirements for Minimum Lot Area in the SR-4 District may not be used to create a greater number of lots, but may be used to reconfigure lot lines to preserve or reduce the current number of lots so long as all other applicable requirements, listed above, are met. (See also Section 98-409 for lots abutting Geneva Lake.) (Section 98-905 for Conditional Use procedures). For this particular type of Conditional Use Permit request, a fee of \$100.00 shall be imposed. (Ord. No. 98-1 2/9/98)
 - (b) For any development proposing to reduce the minimum required Landscape Surface Ratio

below the ER-1 District's minimum of 60% to between 50% and 60%, and/or to increase the maximum permitted Building Coverage above the ER-1 District's maximum of 30% to between 30% and 40%, all of the following additional requirements shall apply:

1. The project shall submit a complete Stormwater Management Plan and calculations for City Engineer review and comment which shall be submitted to the Plan Commission as part of the Commission's conditional use review, including a Grading and Erosion Control Plan and on-site stormwater management improvements that ensure full compliance with the City's stormwater quality and quantity standards.
2. The use of pervious materials, rain gardens, bio-swales and other on-site features as determined by the City Engineer to actively improve the quality and reduce the quantity of the stormwater leaving the site compared to current conditions.
3. The City may apply specific stormwater management requirements in addition to the requirements of Section 78-247 of the Municipal Code, for development in the ER-1 Zoning District that proposes less than a 60% Landscape Surface Ratio, as enabled by Subsection 78-247(h)(7)- Additional Requirements

(4) For Lots Abutting Geneva Lake:

See also, Section 98-409 Lakeshore Lots and Section 98-505 Lakeshore Overlay Zoning District.

Section 98-409 Lakeshore Lots

- (1) New development, including buildings, building additions, structures, and pavement on lakeshore lots shall comply with the requirements of the Lakeshore Overlay Zoning District, Section 98-505.
- (2) With the exception of fences, which are permitted per the requirements of Section 98-720, any new accessory structure proposed to be located, in whole or in part, closer to the lakeshore than the principal structure on the lot may only be approved through the Conditional Use process, Section 98-905.
- (3) With the exception of fences, which are permitted per the requirements of Section 98-720, no new accessory structure may be located, in whole or in part, within the required front yard or street yard setback for the principal structure on the lot, as required in Section 98-402 for residential uses, or Section 98-403 for non-residential uses, except as approved through the Conditional Use process, Section 98-905.
- (4) Accessory structures existing prior to the adoption date of this Section, may be maintain in their original location and configuration, as legal, nonconforming structures, but shall not be enlarged or replaced except by new accessory structures that comply with all requirements of the Zoning Ordinance.
- (5) In the area within 100 feet of the Ordinary High Water Mark (OHWM), or if a greater distance, between the Biagi Line and the OHWM and/or between the OHWM and the tangent connecting the closest lakeside corner of the principal building and on the adjacent lot on each side of the subject property, the following provisions shall apply to any new development activity including buildings, structures, and paved areas:
 - (a) The setback of any new development, including buildings, structures, and paved areas shall not be closer to the OHWM than the current setback of the same or similar buildings, structures, and paved areas.

- (b) The area of building coverage shall not be increased.
 - (c) The area of structure coverage shall not be increased.
 - (d) The area of impervious surface shall not be increased.
 - (e) The area devoted to landscaping and other pervious surfaces shall not be decreased, and the requirements of Section 98-505 shall be met.
 - (f) Vertical expansion of any legal conforming principal building existing prior to adoption date of the 1998 Zoning Code is permitted up to the maximum height limits of the zoning district.
- (6) A requirement for the vesting of every Land Division, Site Plan, Conditional Use Permit, and Planned Development issued on every parcel adjacent to the OHWM shall be the dedication of a pedestrian easement for the Geneva Lake Shore Path for every portion of the Shore Path corridor located on the subject property, per the review and approval of the City Attorney. Upon the proof of recording the City-approved easement by the property owner, the Zoning Administrator may issue the applicable development permit(s).
- (7) In all other parts of the lot not within the areas described in (5) through (7) above, development may occur up to the maximums permitted by the Zoning Ordinance.
- (8) The City may apply specific stormwater management requirements in addition to the requirements of Section 78-247 of the Municipal Code, for additional development on a lakefront lot, as enabled by Subsection 78-247(h)(7)- Additional Requirements.

Section 98-505 Lakeshore Overlay Zoning District

- (1) Definition: Lakeshores are the land margins of navigable waters which are identified as "lakes and other water bodies" as shown on Environmental Corridors Composite Maps for the City of Lake Geneva and its environs, prepared by the SEWRPC. Lakeshores are all areas within 100 feet of the ordinary high water mark of such features. Decorative water features shall not be considered "navigable waters" for the purposes of this Section. This meaning of "lakeshores" shall remain distinct from the meaning of the term as employed by the State of Wisconsin Statutes and the DNR.
- (2) Purpose of Lakeshore Protection Requirements: Lakeshores serve to protect land/water margins from erosion due to site disruption. Because of regular contact with wave action, currents, and runoff, such areas are highly susceptible to continuous, and in some cases, rapid erosion. Lakeshore protection also provides a natural vegetation buffer which serves to reduce water velocities and wave energy, and filters significant amounts of water-borne pollutants and sediments. Lakeshores also promote infiltration and groundwater recharging, and provide a unique habitat at the land/water margin.
- (3) Determination of Lakeshore Boundaries: General lakeshore boundaries are depicted on the Official Zoning Map. Upon the proposal of development activity on any property which contains a lakeshore depicted on the Official Zoning Map, the petitioner shall prepare ~~a detailed site analysis~~ the required Natural Resources Site Evaluation per the requirements of Section 98-510303. This analysis shall depict the location of all lakeshore areas on the subject property as related to the provisions of Subsection (1), above.
- (4) Mandatory Lakeshore Protection Requirements: With the exception of the activities permitted below, lakeshores shall remain in an undisturbed state, except for the land uses permitted in

Section 98-204 per the requirements of Subsection 98-206(10).

(a) Tree Removal:

1. Purpose: The intent and purpose of this subsection is to preserve the City's character as a natural wooded community, maintain property values by improving and preserving the aesthetic appeal of the City through tree regulations, preserve the natural resources of the City and State, reduce the amount of erosion in the City due to tree removal, protect the quality of the waters of the State and the City, and protect and promote the health, safety and welfare of the people by minimizing the amount of sediment and other pollutants carried by runoff to surface waters due to the erosion of land not protected by a naturally wooded environment.
2. Scope: The provisions of this subsection shall not apply to SR-3 and SR-4 Zoning Districts, except planned developments on those districts.
3. Shore Buffer Requirement and Clear-Cutting Prohibition:
 - a. Shoreland Areas: With the exception of the Geneva Lake Shore Path Corridor, in a strip of land 35' wide inland from the bulkhead line, no more than 30' in any 100' shall be clear-cut. Where the lot is less than 100', no more than 30% of this strip shall be clear-cut. Natural shrubbery shall be preserved as far as practicable and, where removed, it shall be replaced with other vegetation that is equally effective in retarding runoff, preventing erosion and preserving natural beauty. Refer to Planted species shall be consistent with the Walworth County publication: A Homeowner's Guide to Native Shoreland Gardens:
<https://www.co.walworth.wi.us/DocumentCenter/View/575/Homeowner-Guide-to-Native--Shoreline-Gardens-PDF>.
 - b. Tree Preservation Area: Except for circumstances identified under subsection 4.b., it is prohibited to remove any tree or cause any trees to be removed from the tree preservation area of each lot. During construction, no equipment movement, construction or placement of equipment or material storage shall be permitted in the tree preservation area.
4. Cutting Exceptions:
 - a. Trees may be removed from the building activities area. This area shall be as small as possible, including the entire area affected by building, grading and temporary material storage areas. In no case shall the amount of trees with a 6" tree diameter removed within the building activities area exceed the following
 - i. 80% of the total such trees on lots of 1/4 acre or less.
 - ii. 60% of the total such trees on lots of 1/4 acre to one acre, except in the CR5ac and the ER-1 Districts.

- iii. 40% of the total such trees on lots of one acre, except in the CR-5ac and ER-1 Districts.
- iv. 20% of the total such trees on lots of 2.5 acres or more, except in the CR-5ac and ER-1 Districts.
- v. 10% of the total such trees on all lots in the CR-5ac and ER-1 Districts.

b. Trees removed in excess of the above reasons will require a tree removal permit. Conditions under which a permit may be issued include, but will not be limited to, the following:

- i. The tree is dead, dying or diseased.
- ii. The tree is damaged or injured to the extent that it is likely to die or become diseased.
- iii. The removal of the tree will enhance the tree preservation area and the health of the remaining trees.
- iv. The removal of the tree will avoid or alleviate an economic hardship or hardship of another nature to the property or residences.
- v. The removal of the tree is consistent with good arboriculture practices.

- 5. Replacement Trees: When in keeping with good arboriculture practices, replacement trees shall be planted for all removed trees. They may be planted in the tree preservation area or in the building activities area after the initial construction activities are completed. All replacement trees shall be planted within 30 days of final grading. The determination of good arboriculture shall be based on tree density and spacing of the table on the following page.
- 6. Penalties: Any person violating any provision of this subsection shall be subject to a penalty per tree illegally cut or removed, which shall be determined by the assessed value of the trees removed. The assessed value shall be determined in accordance with the "Manual for Plant Appraisers," published by the County of Tree and Landscape Appraisers, most recent edition. In addition, a replacement tree shall be planted to replace all trees cut illegally.

(5) Vertical expansion of any legal conforming principal building existing prior to adoption date of the 1998 Zoning Code is permitted up to the maximum height limits of the zoning district.

(6) The City may apply specific stormwater management requirements in addition to the requirements of Section 78-247 of the Municipal Code, for additional development in the Lakeshore Overlay Zoning District, as enabled by Subsection 78-247(h)(7)- Additional Requirements

Section 98-506(3): Drainageway Overlay Zoning District

- (3) Determination of Drainageway Boundaries: General drainageway boundaries are depicted on the Official Zoning Map. Upon the proposal of development activity on any property which contains a drainageway depicted on the Official Zoning Map, the petitioner shall prepare ~~a detailed site analysis~~ the required Natural Resources Site Evaluation per the requirements of Section 98-510303. This analysis shall depict the location of all drainageway areas on the subject property as related to the provisions of Subsection (1), above.
- (4) Vertical expansion of any legal conforming principal building existing prior to adoption date of the 1998 Zoning Code is permitted up to the maximum height limits of the zoning district.

Section 98-507(3): Woodland Overlay Zoning District

- (3) Determination of Woodland Boundaries: General woodland boundaries are depicted on the Official Zoning Map. Upon the proposal of development activity on any property which contains a woodland depicted on the Official Zoning Map, the petitioner shall prepare ~~a detailed site analysis~~ the required Natural Resources Site Evaluation per the requirements of Section 98-908(3)(h)303 and areas subject to the following mitigation requirements in subsection (4), below. This analysis shall depict the location of all woodland areas on the subject property as related to the provisions of Subsection (1), above, and shall also clearly depict all areas subject to proposed Selective Cutting and Clear Cutting. Selective cutting operations are permitted by right in all woodland areas (per the requirements of Section 98-206(2)(f)). Clear cutting is permitted as a conditional use in all woodland areas (per the requirements of Section 98-206(2)(g)).
- (4) Vertical expansion of any legal conforming principal building existing prior to adoption date of the 1998 Zoning Code is permitted up to the maximum height limits of the zoning district.

Section 98-508(3): Steep Slope Overlay Zoning District

- (3) Determination of Woodland Boundaries: General steep slope boundaries are depicted on the Official Zoning Map. Upon the proposal of development activity on any property which contains a steep slope depicted on the Official Zoning Map, the petitioner shall prepare ~~a detailed site analysis~~ the required Natural Resources Site Evaluation per the requirements of Section 98-908(3)(h)303. This analysis shall depict the location of all steep slope areas on the subject property as related to the provisions of Subsection (1), above and shall also clearly depict all areas subject to the proposed removal and stabilization of steep slopes through site grading, retaining walls, and other methods approved by the City Engineer.
- (4) Mandatory Steep Slope Protection Requirements: Except for steep slopes approved for removal and stabilization by the City Engineer per the provisions of Subsection (3) immediately above, steep slopes shall remain in an undisturbed state except for the land uses permitted in Section 98-204 per the requirements of Subsection 98-206(10).
- (5) Vertical expansion of any legal conforming principal building existing prior to adoption date of the 1998 Zoning Code is permitted up to the maximum height limits of the zoning district.

That this ordinance shall take effect upon passage and publication, as provided by law.

Approved by the City of Lake Geneva Common Council on this 14th day of June, 2021.

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

Lana Kropf, City Clerk Date

RESOLUTION OF THE COMMON COUNCIL			
Resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	21-R52	Date:	July 12, 2021

WHEREAS, an emergency, namely the COVID-19 Pandemic, has impacted or is anticipated to impact the City of Lake Geneva, Wisconsin; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes, the chief executive officer of the City of Lake Geneva, Wisconsin, proclaimed a state of emergency in effect from March 16, 2020 until the Council could meet; and

WHEREAS, there continues to be a public health emergency as a result of the COVID-19 Pandemic and continued measures must be taken to protect the public health and welfare of the citizens of the City of Lake Geneva, the employees of the City of Lake Geneva, and the many people who visit our city,

NOW, THEREFORE BE IT RESOLVED that pursuant to sections 323.11 and 323.14 of the Wisconsin Statutes hereby ratify Mayor Charlene Klein's Proclamation of State of Emergency, dated July 27, 2020 and adopt as their own Proclamation of State of Emergency the following provisions to address the continuing public health emergency:

1. All members of the meeting body will have the option of attending and participating in the meeting in person at the council chambers or attending and participating remotely via the available applications such as zoom, go to meeting, etc. City Council, Committee of the Whole, Finance, Licensing, and Regulation Committee, Plan Commission, Public Works Committee, Piers, Harbors, and Lakefront Committee, and Utility Commission meetings will be televised. The presiding officers of the City Council, Plan Commission, and Committee of the Whole and chairs of all city committees, boards and commissions will be responsible for conducting their meetings, including operating remote meeting applications such as zoom, go to meeting, etc. Those individual who attend an in person meeting will be required to provide their name and phone number for contact tracing purposes. Those from the public who attend a meeting in person and who wish to provide "Public Comment" during the meeting will be required to "sign in" prior to the meeting and print their name, address, and telephone number, and provide a brief description of their public comment. The sign in sheets will be located inside the council chambers and available twenty minutes before the meeting begins. Council Chambers will be sanitized after the day's meeting(s) are concluded.

This Proclamation shall take effect immediately and shall continue in effect until July 12, 2021 at 11:59 p.m. or such earlier time as a quorum of the Governing Body convenes and rescinds or alters

this Proclamation.

Granted by action of the Common Council of the City of Lake Geneva this 12th day of July, 2021.

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

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

Charlene Klein, Mayor Date

Attest:

Lana Kropf, City Clerk Date

Municipal Court Clerk

Dept/Div: *Municipal Court*

FLSA Status: *Non-Exempt*

General Definition of Work

Performs intermediate skilled administrative support work receiving, processing and typing documents, answering telephone, entering data into computer files, assisting clients, preparing and maintaining files and records, and related work as apparent or assigned. Work is performed under the limited supervision of the Municipal Court Judge.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Files and reviews citations and complaints, assuring correctness.
- Attends all municipal court proceedings and prepares and files documentation pertaining to each municipal citation for
- Prepares the docket sheets and gather all material pertinent to cases.
- Determines and schedules court dates and facilities.
- Arranges for juvenile cases to be heard away from regular court.
- Communicates with law officers, attorneys, and defendants regarding court proceedings.
- Balances dockets at the conclusion of court proceedings.
- Prepares month report of financial activities, including the coordination of restitution payments; assists in the collection of bonds.
- Receives the public and answers a variety of questions; answers telephone; responds to inquiries from employees, citizens and others.
- Prepare necessary communications for jury trials and transfers to Circuit Court.
- Takes and transcribe minutes, prepares and distributes minutes and reports as necessary.

Knowledge, Skills and Abilities

General knowledge of standard office methods and record keeping procedures and practices; general knowledge of forms, terminology and records; general knowledge of departmental programs, policies and procedures; ability to perform a considerable volume of detailed record work; ability to maintain files; skill in the operation of standard office equipment including a personal computer; ability to type and perform word processing accurately and at a reasonable rate of speed; ability to establish and maintain effective working relationships with associates and the general public.

Education and Experience

High school diploma or GED and minimal experience in clerical position, or equivalent combination of education and experience.

Municipal Court Clerk

Dept/Div: *Municipal Court*

FLSA Status: *Non-Exempt*

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions, frequently requires reaching with hands and arms and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

None.

Last Revised: 6/5/2014

CITY OF LAKE GENEVA

BRANCH OF GOVERNMENT: MUNICIPAL COURT

JOB TITLE: MUNICIPAL COURT CLERK

POSITION DESCRIPTION:

The Municipal Court is an independent branch of the government. It is not a department or agency of the municipal government or the police department.

The Municipal Court Clerk is responsible for all administrative, clerical and financial functions of the Municipal Court. The position performs work of considerable responsibility, diversity, detail and confidentiality in the daily operations of the Municipal Court office. This position is responsible for planning, scheduling and coordinating all court activities and duties. The Municipal Court Clerk acts as the Judge's assistant and as a liaison to the Police Department, City Attorney, other departments and officials within the municipality and to the public. All Job functions in this position are performed as needed to ensure the most accurate, thorough and efficient operation of the municipal court under the appointment and direction of the Municipal Judge.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform any duties as required by Judge.
- Direct and advise the Assistant Court Clerk as needed.
- Retrieve all new citations, bonds and monies from police department and sign out all monies received in log kept in police dispatch area.
- Review all citations received from police department for accuracy to determine how to file and send correspondence to each defendant informing them of court procedure to follow. Advise police department of any corrections to be made and set aside for follow-up to be sure of completion. Process cash and check payments and process credit card receipts received from police department by locating citation, noting payment on citation, entering payment in computer program, noting on court docket, issuing a receipt and filing as appropriate.
- Print reports to assure all payments are accounted for and process all online payments made from prior date until time of report. This includes noting on each citation and entering the payment in court computer program and on spreadsheet to submit to treasurer with weekly deposit and making copy with receipt stapled to it for weekly deposit record to assure accountability.
- Process any paperwork received from police department such as Fingerprint cards, State Lab of Hygiene results, mail, memos from police personnel, etc.

- Prepare and send transfer requests and disqualifications to District Court Administrator (DCA) for reassignment and forward cases to the Judge assigned by the DCA and follow-up for final disposition and payment to municipality if appropriate.
- Enter dispositions on citations and in computer and forward all dispositions of traffic or other cases to the Department of Transportation (DOT).
- Notify issuing agency of disposition of cases after final adjudication.
- Send notices for continuances, pre-trials, trials, defaults etc. and distribute copies as needed.
- Issue driver's license suspensions as ordered by Judge or for unpaid citations.
- Prepare and process warrants and commitment orders for arrest of defendants.
- Maintain warrant and commitment files and update police department periodically with current information.
- Prepare deposit report weekly and transfer funds to City treasurer for deposit.
- Reconcile monthly collection statements and issue report to city for collection fees and interest paid.
- Prepare billing requests for payment to collection agencies.
- Prepare billing request for any interpreter services provided to the Court.
- Prepare monthly financial report for distribution to City, County and State treasurer offices.
- File all paid citations.
- Review past due payment agreements and unpaid tickets to send letters, issue suspensions, send to collections or issue commitments as ordered.
- Prepare parking citation past due letters and suspend registration of plates as needed for unpaid violations.
- Coordinate all court activities and schedule trials with Judge, City Attorney, defense attorneys, police department, and State Lab of Hygiene as needed.
- Secure substitute Judge or interpreter as needed.
- Remain current in court law and operations with yearly attendance at the Wisconsin Municipal Court Clerk's Seminar.
- Formulate new policies, procedures, court forms etc. for Judge's approval as needed, or to comply with Wisconsin State Statutes as they are updated and changed. Notify Police Department of changes affecting them.
- Prepare annual budget and monitor income and expenditures throughout each year.
- Prepare State Caseload Statistics Report and send to State Director of Courts office.
- Prepare or arrange to have prepared any request for transcript or recording.
- Monitor and maintain sufficient office supplies as needed.
- Gather information and develop reports.
- Provide needed information and answer questions for auditors.
- Attend all mandated continuing education required by the Supreme Court.

KNOWLEDGE, SKILLS AND ABILITIES:

- Provide information requested by Police, City Attorney, other attorneys, defendants and others received by email, mail, fax or telephone.
- Process all police issued parking citations received by manually entering in computer system and filing in appropriate status location.
- Process any parking citation payments by noting payment on citation, entering payment into computer program and then filing receipt and citation.
- Schedule Parking Enforcement ticket appearances requested by retrieving appropriate information from parking clerk, entering citation in court computer system, mailing correspondence to defendant for court appearance with copies to defendant, city attorney and parking enforcement and filing as appropriate.
- Redistribute payments made for citations previously sent to collection by entering on worksheet, correcting breakdown in computer program to account for fees charged and entering payment in computer and noting on weekly adjustment form for distribution to the treasurer weekly.
- Set up payment agreements with defendants as requested and permitted for forfeitures owed by creating an individual agreement, providing a copy to defendant in person or by mail to be returned. Once agreement is returned it must be entered into computer and filed with citation in payment agreement file for follow-up of future payments.
- Process drop box payments and correspondence.
- Retrieve mail and process payments and correspondence from defendants, attorneys or others.
- Prepare general correspondence and complete filing for the court.
- Monitor past due citations and send to Wisconsin Department of Revenue Tax Refund Intercept Program (TRIP) or State Debt Collection (SDC) for collection per Court procedure.
- Download payments from TRIP weekly and SDC monthly, determine citations paid, retrieve paid citations, note payments and file as appropriate.
- Ability to establish and maintain effective working relationships with various professionals, other department employees, elected officials and the general public.
- Prepare court dockets (adult and juvenile arraignments, pre-trials, motion hearings, refusal hearings and trials) and corresponding paperwork including assessment orders, hold open requests to be submitted to police department and any correspondence related to a case etc.
- Prepare courtroom by checking the sound system for proper operation, arranging seating and microphones as needed and providing the Judge, City Attorney or any defendants with needed materials for all court sessions.
- Attend all court sessions, working overtime as needed, and record all dispositions on dockets for each matter heard before the Judge.
- Record all proceedings that require testimony under oath.
- File all court recordings, issue and distribute checks for refunds, worthless checks, witness fees, etc.
- Prepare jury demands and appeals of municipal court decisions for transfer to the Circuit Court and follow-up for final disposition.

- Ability to supervise others.
- Proficiency in TIPSS court software
- Knowledge of State Statutes as pertain to court procedure.
- Knowledge of traffic and juvenile statutes as well as city ordinances.
- Knowledge of administrative and office management functions.
- Knowledge of legal and court procedures and timelines mandated by State Statute.
- Skill in the use and care of computer hardware and software and other various office equipment.
- Ability to maintain and process confidential records with discretion.
- Ability to perform work accurately.
- Ability to perform basic math skills, handling of monies and making change without electronic assistance.
- Ability to communicate effectively both verbally and in written form.
- Ability to communicate calmly with others in a variety of circumstances while handling stressful situations and processing deadlines.
- Ability to interpret and understand driving records.

REQUIRED EDUCATION AND EXPERIENCE:

- High School Diploma or GED and Minimum of 3 to 5 years of experience in an office setting.
- Proficiency with Microsoft Office applications.
- Shall participate in a program of continuing education as mandated by the Supreme Court.

PHYSICAL ABILITIES AND CHARACTERISTICS:

Maintain a level of fitness that allows employee to:

- Sit for extended periods of time.
- Handle short periods of standing and some bending and lifting of light objects.

This is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit, or in any way modify the right of any supervisor to assign, direct and control the work of employees. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

CITY OF LAKE GENEVA
ASSISTANT MUNICIPAL COURT CLERK

POSITION DESCRIPTION

Assistant Municipal Court Clerk performs job functions as needed to ensure the most accurate, thorough and efficient operation of the municipal court under the direction of the Municipal Court Clerk.

DUTIES AND RESPONSIBILITIES

Essential Job Functions:

Daily:

- File all citations received from police department.
Enter payments and process credit card receipts received from police department.
- Process all information or paperwork received through police department, mail or by phone.
- Provide information requested by Police, City Attorney, other attorneys, defendants and others.
- Process all parking citations as required by processing payments; answering all requests for information and issuing court appearance dates as requested
- Redistribute payments made for citations previously sent to collection by correcting breakdown in computer program and entering payment in computer
- Issue receipts for all payments received.
- Enter all payments received on citation and in computer.
- Set up payment agreements for forfeitures owed.
- Open mail and process payments and correspondence.
- Type general correspondence and complete filing for the court.
- Issue driver's license suspensions for unpaid citations.

Weekly:

- Prepare court dockets (arraignments, pre-trials and poverty hearings) and corresponding paperwork including assessment orders, hold open requests to be submitted to police department etc.
- Enter dispositions on citations and enter in computer, send notices for continuances, pre-trials, trials, defaults etc. and distribute copies as needed. Prepare check requests for refunds, worthless checks, witness fees, etc. to be verified by Court Clerk. Set up trial files. Report dispositions to state. Type and process warrants and commitment orders.
- Maintain warrant and commitment list and update with police department periodically.
- Prepare deposits by balancing to computer program and turn over to treasurer.

Monthly:

- Assist with balancing paid citations to computer and preparing reports to be distributed to City, County and State.
- File all paid citations.
- Review past due payment agreements and unpaid tickets to send letters, issue suspensions, issue commitments as ordered or enter into TRIP or SDC systems.
- Prepare parking citation past due letters and reports to send to collections.
- Prepare court room in Court Clerks absence.
- Greet defendants at court window during court proceedings to collect payments, issue payment reminders, provide notices for future appearances and other paperwork per the order of the court.
- Attend court proceedings in Court Clerks absence.
- Contact interpreter as needed for assistance at court appearances.

Generally:

- Remains current in court law and operations with yearly attendance at the Wisconsin Municipal Court Clerk's Seminar.
- Assists the Court Clerk in formulation and implementation of new policies, procedures, court forms etc. as needed or to comply with Wisconsin State Statutes as they are updated and changed.
- Perform any other duties as required by Judge

Nonessential Job Duties:

- Order office supplies as needed
- Periodically gather information and develop reports.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of secretarial and office functions.
- Knowledge of legal and court procedures.
- Knowledge of bookkeeping functions.
- Skill in the use and care of personal computers and other office equipment.
- Ability to handle confidential information
- Ability to perform work accurately.
- Ability to perform basic math skills, handle money and make change.
- Ability to communicate effectively both verbally and in writing.
- Ability to deal with people in a variety of circumstances while handling stressful situations and processing deadlines.
- Ability to interpret and understand driving records.

PHYSICAL ABILITIES AND CHARACTERISTICS:

Level of fitness that allows employee to:

- Sit for extended periods of time.
- Handle short periods of standing and some bending and lifting of light objects.

This is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit, or in any way modify the right of any supervisor to assign, direct and control the work of employees. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

CITY OF LAKE GENEVA

BRANCH OF GOVERNMENT: MUNICIPAL COURT

JOB TITLE: ASSISTANT MUNICIPAL COURT CLERK

POSITION DESCRIPTION:

The Municipal Court is an independent branch of the government. It is not a department or agency of the municipal government or the police department.

The Assistant Municipal Court Clerk performs work of considerable responsibility, diversity, detail and confidentiality in the daily operations of the Municipal Court office and is responsible for all, clerical and financial functions of the Municipal Court in the Clerk's absence. The Assistant Municipal Court Clerk acts as an assistant to both the Clerk as well as the Judge in the Clerk's absence. All Job functions in this position are performed as needed to ensure the most accurate, thorough and efficient operation of the municipal court under the appointment of the Municipal Judge and direction of the Clerk.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform any duties as required by Judge.
- Retrieve all new citations, bonds and monies from police department and sign out all monies received in log kept in police dispatch area.
- Review all citations received from police department for accuracy to determine how to file and send correspondence to each defendant informing them of court procedure to follow. Advise police department of any corrections to be made and set aside for follow-up to be sure of completion.
- Process cash and check payments and process credit card receipts received from police department by locating citation, noting payment on citation, entering payment in computer program, noting on court docket, issuing a receipt and filing as appropriate.
- Print reports to assure all payments are accounted for and process all online payments made from prior date until time of report. This includes noting on each citation and entering the payment in the court computer program and on a spreadsheet to submit to the treasurer with the weekly deposit and making a copy with receipt stapled to it for weekly deposit record to assure accountability of all monies received.
- Process any paperwork received from the police department such as Fingerprint cards, State Lab of Hygiene results, mail, memos from police personnel, etc.
- Provide information requested by Police, City Attorney, other attorneys, defendants and others received by email, mail, fax or telephone.
- Process all police issued parking citations received by manually entering in computer system and filing in appropriate status location.
- Process any parking citation payments by noting payment on citation, entering payment into computer program and then filing receipt and citation.

- Schedule Parking Enforcement ticket appearances requested by retrieving appropriate information from parking clerk, entering citation in court computer system, mailing correspondence to defendant for court appearance with copies to defendant, city attorney and parking enforcement and filing as appropriate.
- Redistribute payments made for citations previously sent to collection by entering on worksheet, correcting breakdown in computer program to account for fees charged and entering payment in computer and noting on weekly adjustment form for distribution to the treasurer weekly.
- Set up payment agreements with defendants as requested and permitted for forfeitures owed by creating an individual agreement, providing a copy to defendant in person or by mail to be returned. Once agreement is returned it must be entered into computer and filed with citation in payment agreement file for follow-up of future payments.
- Process drop box payments and correspondence.
- Retrieve mail and process payments and correspondence from defendants, attorneys or others.
- Prepare general correspondence and complete filing for the court.
- Monitor past due parking citations and send to Wisconsin Department of Revenue Tax Refund Intercept Program (TRIP) for collection per Court procedure.
- Retrieve paid citations for SDC payments received, note payments on citations and file as appropriate.
- Ability to establish and maintain effective working relationships
- with various professionals, other department employees, elected officials and the general public.
- Prepare court dockets (adult and juvenile arraignments, pre-trials, motion hearings, refusal hearings and trials) and corresponding paperwork including assessment orders, hold open requests to be submitted to police department and any correspondence related to a case etc.
- Prepare courtroom by checking the sound system for proper operation, arranging seating and microphones as needed and providing the Judge, City Attorney or any defendants with needed materials for all court sessions.
- Attend all court sessions, working overtime as needed, and record all dispositions on dockets for each matter heard before the Judge.
- Record all proceedings that require testimony under oath.
- File all court recordings, issue and distribute checks for refunds, worthless checks, witness fees, etc.
- Prepare jury demands and appeals of municipal court decisions for transfer to the Circuit Court and follow-up for final disposition.
- Prepare and send transfer requests and disqualifications to District Court Administrator (DCA) for reassignment and forward cases to the Judge assigned by the DCA and follow-up for final disposition and payment to municipality if appropriate.
- Enter dispositions on citations and in computer and forward all dispositions of traffic or other cases to the Department of Transportation (DOT).
- Notify issuing agency of disposition of cases after final adjudication.
- Send notices for continuances, pre-trials, trials, defaults etc. and distribute copies as needed.

- Issue driver's license suspensions as ordered by Judge or for unpaid citations.
- Prepare deposit report weekly and transfer funds to City treasurer for deposit.
- Prepare billing request for any interpreter services provided to the Court.
- Prepare monthly financial report for distribution to City, County and State treasurer offices.
- File all paid citations.
- Review past due payment agreements and unpaid tickets to send letters, issue suspensions, send to collections or issue commitments as ordered.
- Prepare parking citation past due letters and suspend registration of plates as needed for unpaid violations.
- Secure substitute Judge or interpreter as needed.
- Remain current in court law and operations with yearly attendance at the Wisconsin Municipal Court Clerk's Seminar.
- Gather information and develop reports per direction of Clerk or Judge.
- Attend all mandated continuing education required by the Supreme Court.

KNOWLEDGE, SKILLS AND ABILITIES:

- Proficiency in TIPSS court software
- Knowledge of State Statutes as pertain to court procedure.
- Knowledge of traffic and juvenile statutes as well as city ordinances.
- Knowledge of legal and court procedures and timelines mandated by State Statute.
- Skill in the use and care of computer hardware and software and other various office equipment.
- Ability to maintain and process confidential records with discretion.
- Ability to perform work accurately.
- Ability to perform basic math skills, handling of monies and making change without electronic assistance.
- Ability to communicate effectively both verbally and in written form.
- Ability to communicate calmly with others in a variety of circumstances while handling stressful situations and processing deadlines.
- Ability to interpret and understand driving records.

REQUIRED EDUCATION AND EXPERIENCE:

- High School Diploma or GED and Minimum of 3 to 5 years of experience in an office setting.
- Proficiency with Microsoft Office applications.
- Shall participate in a program of continuing education as mandated by the Supreme Court.

PHYSICAL ABILITIES AND CHARACTERISTICS:

Maintain a level of fitness that allows employee to:

- Sit for extended periods of time.
- Handle short periods of standing and some bending and lifting of light objects.

This is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit, or in any way modify the right of any supervisor to assign, direct and control the work of employees. The use of a particular expression or illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

REVISED 06/07/21

City of Lake Geneva Police Department
Civilian Employee Handbook



Adopted _____

Table of Contents

INTRODUCTION.....	4
100. Introductory Statement.....	4
102. Mission Statement.....	4
104. Organizational Chain of Command	4
106. Organizational Chart.....	5
108. Employee Acknowledgement Form.....	5
 GENERAL EMPLOYMENT.....	 6
202. Employment at Will.....	6
204. Introductory Period.....	6
206. Residency.....	6
212. Hiring, Promotions, Transfers & Assignments.....	6
214. Layoffs & Furloughs.....	7
216. Termination, Resignation & Discharge.....	7
 EMPLOYEE BENEFITS	 8
502. Salary.....	8
504. Holidays.....	8
506. Vacation Time.....	8
508. Compensatory Time.....	8
510. Sick Time.....	8
512. Retirement Insurance.....	9
514. Clothing Allowance.....	9

WORK SCHEDULES & COMMUNICATIONS.....	9
600. Work Hours & Schedules.....	9
602. Overtime.....	10
604. Bulletin Boards/Department Intranet.....	10
606. Solicitation.....	10
608. Association Activities.....	11

INTRODUCTION

100. *Introductory Statement*

This handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior which employees of the City of Lake Geneva Police Department are expected to follow. This document is designed to inform employees about what the employer may generally expect from its employees, so as to guide employees in their professional duties and as public servants. None of the statements or policies outlined in this handbook are meant to create any contract of employment, nor do they imply that the employer is guaranteeing employment for any personnel or changing the at-will employment relationship in any manner. This document is not nor is it intended to be construed as an employment contract or to guarantee any rights to employees.

Final interpretation and implementation of any of the policies or rules contained in this handbook are vested solely with the City of Lake Geneva Police and Fire Commission through the Chief of Police. The Police and Fire Commission reserves the right to revise, supplement, or rescind any policies from time to time as it deems appropriate, in its sole and absolute discretion, with or without notice.

The contents of this handbook are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority and which are updated from time to time and are controlling.

102. *Mission Statement*

~~The City of Lake Geneva Police Department dedicates itself to the preservation of public order through the prevention of crime, protection of life and property and safeguard of civil rights and liberties. Its officers and staff are committed to public service and friendship to members to the community without regard to social position, race, color or creed.~~

~~Departmental power and authority is granted by the City of Lake Geneva and the State of Wisconsin.~~

The City of Lake Geneva Police Department dedicates itself to Sserving and protecting our community with honor by building community partnerships through professional and progressive policing.

104. *Organizational Chain of Command*

As with any Police agency, the operation of the Department relies upon an effective chain of command structure. The ultimate authority for decisions concerning policy in the Police Department resides by law with the Police and Fire Commission.

All department members and supervisors shall be responsible to the Police and Fire Commission through the Chief of Police. Each employee shall refer matters requiring administrative attention to his or her supervisor, who shall refer such matters to the next higher authority, when necessary to the Chief of Police. Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this handbook or about any other aspect of his or her job, those questions, opinions or suggestions should be directed through the chain of command structure.

Generally, if an employee has a problem with an individual, the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, the employee should address the problem through the employee's immediate supervisor and onward through the chain of command. In some instances, the employee's supervisor may decide to refer the problem through the chain of command where it can be addressed by another supervisor or the Chief of Police. If an employee feels harassed by another person, the employee is directed to follow the harassment reporting policy.

106. Organizational Chart

The most current organizational chart can be found in the City of Lake Geneva Employee Handbook.

108. Employee Acknowledgement Form

By signing below, I hereby acknowledge that I have received a copy of the City of Lake Geneva Police Department Employee Handbook, and further acknowledge that I have read and understand its contents. I acknowledge that it is my responsibility to ask questions about anything contained in this document that I do not understand.

I understand that it is my responsibility to comply with all Police Department policies, rules and expectations as set forth in this handbook, as well as any policies, rules and expectations that the Police Department may otherwise establish or change from time to time.

All policies and procedures set forth in this City of Lake Geneva Police Department Civilian [Employee Handbook](#) and Department Policies shall take precedence over any other City employee handbooks. ~~The City of Lake Geneva Employee Handbook shall be applicable to all instances not specifically covered herein or in Police Department Policies.~~

I further understand and acknowledge that this handbook provides guidelines and information, but it is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the Police and Fire Commission at a duly-noticed meeting [and City Council](#). I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this handbook or by following any of the provisions of this handbook. I understand that the Police Department may, at any time, change the contents of this handbook and/or my compensation and benefits, with or without notice to the extent permitted by law.

I understand that my employment can be terminated at the option of either the Employer or me, at any time, for any reason. I understand that this handbook and the Acknowledgement Form do not vary or modify the at-will employment relationship between the Police Department and me.

Employee Signature

Date

Supervisor Signature

Date

GENERAL EMPLOYMENT

202. *Employment at Will*

Unless expressly prescribed by statute or contract, civilian employees of the City of Lake Geneva Police Department are employed "at will", which means that their employment may be terminated at any time and for any reason, with or without advance notice, at the option of either the employee or the employer. Any employment relationship other than employment "at will" must be set forth in writing and executed by the Police and Fire Commission and City Council.

204. *Introductory Period*

Employment with the Police Department shall begin with an introductory period of one year, which provides an opportunity for the employee to determine whether he or she has made the right career decision and for the City to assess whether the initial work performed by the employee will meet its needs. The same introductory period shall apply to any former employee who has been rehired after a separation from the City.

Completion of the introductory period does not guarantee continued employment for any specified period, nor does it modify or change the employee's "at will" status nor require an employee be discharged only for "just cause".

206. ~~*Residency*~~

~~All regular full-time Police Department employees shall reside within an area which includes the City of Lake Geneva and does not exceed a maximum distance of fifteen (15) miles from any limits of the City of Lake Geneva boundaries. Upon hire by the Police Department, any new regular full-time employee shall have a period of one year to establish his or her residency in accordance with this policy.~~

212. *Hiring, Promotions, Transfers & Assignments*

The City of Lake Geneva seeks to hire the best quality and qualified candidates who will fit the needs and culture of the organization. The City may use hiring, interview and screening processes designed to fulfill that objective.

Lake Geneva Police Department Civilian Employees are not subordinates as defined in Sec. 62.13(4), Wis. Stats.. When in the interests of the employer and in accordance with Wisconsin State Statute 62.13(4)(a), the City should attempt to fill any job vacancy by promotion from within the organization. Nevertheless, the Chief or his designee shall hire or promote Civilian Employees subject to approval by the Police and Fire Commission. The Chief or his designee will use his best efforts to fill any job vacancy from within, otherwise, internal and external applicants may be considered for vacant positions with the Department.

Formatted: Font: Italic

From time to time and in the interests of the employer, the City may transfer employees from assignment to assignment, position to position, or department to department. An employee may request to be transferred from one position of a department to another, provided that such requests will only be considered when a suitable opportunity exists and can be fulfilled in the interests of the City. Transfer requests initiated by an employee must be in writing, must include a resume of qualification from the employee and the reasons for the requested transfer, and must be directed to the head of the Department to which he or she wishes to transfer. Notice of the request must also be provided by the employee to his or her current Department head.

Appointment of personnel to a higher classification on a temporary basis in order to fill a vacancy shall be considered an "acting appointment". An employee holding an acting appointment may receive a temporary pay increase, if authorized by the Police and Fire Commission and City Council.

Lateral Transfer/Experience

Lateral transfers and benefits pertaining to qualified candidates will be determined by the employer and will generally be based on experience.

214. Layoffs & Furloughs

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The Police Department will determine the departments, training, number of positions and persons impacted by any reduction in workforce.

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications and the interests and needs of the Police Department. If the skills and abilities of two qualified employees subject to layoff are equal and the needs of the Police Department do not necessitate retaining one employee rather than another, then the Chief of Police will have final determination in the layoff decision. The Police Department may choose to solicit volunteers for the reduction in workforce.

216. Termination, Resignation & Discharge

There are many reasons an employee may be terminated or choose to terminate his or her employment with the City of Lake Geneva Police Department.

Resignation: If an employee decides to leave the Police Department, he or she is expected to advise the Chief of Police in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition may be made. The employee must return all City of Lake Geneva Police Department property and records and complete required forms. An exit interview may be conducted by the Chief of Police and/or the appropriate designee. The Police Department reserves the right to terminate the employee before that date.

Termination: If the Police Department decides to terminate an employee for reasons other than for violating policies or rules, the employee will be notified of the employer's decision. The employee must return all City of Lake Geneva Police Department property and records, and complete required forms. An exit interview may be conducted by the Chief of Police and/or the appropriate department head.

Termination for a Policy or Rule Violation: In the event an employee is terminated for a violation of policy or rules, the employee will not be paid for any accrued but unused time off benefits. The employee must return all City of Lake Geneva Police Department property and records, and complete required forms.

Reduction in Force: Any time a selection is to be made among employees for a reduction in force, consideration will be given to an employee's performance, knowledge, skill, ability, efficiency, reliability, attendance, overall record and length of service with the Police Department.

An employee who resigns or who is terminated will receive his or her final paycheck, which will include vacation, sick and comp pay on his or her next regularly scheduled payday as well as information regarding insurance continuation and other benefit plans.

EMPLOYEE BENEFITS

502. *Salary*

Salaries and wages for all police department civilian employees are set by the Chief subject to approval by the Police and Fire Commission. Any salaries or wages set by the Chief shall be done in a manner that does not violate budgetary constraints of the Police Department budget established each year. City Policy and Procedures.

504. *Holidays*

The City of Lake Geneva Police Department recognizes eleven paid holidays as follows: New Year's Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. Telecommunications employees shall receive eight and one-half (8.5 ~~4~~) hours of pay for each holiday. ~~Data Entry/Records Support Staff~~ employees shall receive eight (8) hours of pay for each holiday. Employees who are required to work on the holiday shall receive additional compensation at their regular rate of pay for hours worked on the holiday. Employees working third shift (night) the eve of the holiday shall receive holiday pay worked. Employees working first shift (day) and second shift (afternoon) shall receive holiday pay worked on the day of the holiday.

Any employee taking vacation, compensatory time, sick leave, funeral leave, administrative leave or FMLA on any holiday listed shall not be paid as if they actually worked on that holiday.

506. *Vacation Time*

Vacation time will be banked as of January 1st and prorated in the first and last year of employment from the employee's hire date. Employees shall receive:

After one (1) year	Five (5) workdays
After two (2) years	Ten (10) workdays
After seven (7) years	Fifteen (15) workdays
After twelve (12) years	Twenty (20) workdays

508. *Compensatory Time*

The employer and non-exempt employees may agree to take compensatory time off in lieu of overtime payment, limited to one hundred (100) hours banked at any one time. Compensatory time will accrue at the rate for which it is earned.

Employees shall be allowed to carry over up to one hundred (100) hours for use during the following calendar year. All carryover compensation must be used prior to June 1st of the following calendar year. The employee may choose to get compensatory hours paid out and must submit a written request to the Chief of Police to do so.

510. Sick Time

Employees shall be entitled to one (1) workday of sick leave per month and up to an accumulated total of one hundred (100) workdays. Telecommunications employees shall receive eight and one-half (8.5) hours of sick pay per month. Support Staff employees shall receive eight (8) hours of sick pay per month. Sick leave may be applied only to days that the employee is regularly scheduled to work. Sick leave shall be used for actual illness or scheduled doctor's appointments of the employee or emergency illness of the employee's spouse or children.

Sick Time Incentive

Upon retirement from WRS with more than ten (10) years of service to the City of Lake Geneva, an employee will receive credits for each day remaining in the employee's sick leave bank, not to exceed one hundred (100) days. Employees with ten (10) years of service will receive credit at the rate of \$5.00 per day. Employees with fifteen (15) or more years of service will receive credit at the rate of \$7.50 per day. Employees with twenty (20) or more years of service will receive credit at \$10.00 per day. The employee may elect to have those credits applied on a dollar-for-dollar basis to premiums on the City healthcare plan after his or her effective day of retirement.

512. Retirement Insurance

The employer shall provide full-time employees hired before January 1, 2016 with twenty (20) or more years of service with the City of Lake Geneva Police Department with full medical insurance from the date of their retirement until the employee is federally eligible for Medicare. The medical insurance shall be for the employee only and shall be the same insurance provided to other city employees. The employee has the right to include family coverage and is responsible for the premium for that coverage, either by use of the funds previously listed in this handbook or by payment by the employee. The employer is not required to pay for any medical insurance if retirement takes place before the employee's fifty-fifth (55th) birthday. The retired employee is responsible to pay 40% of the monthly premium for family coverage and the City will pay 60% of the month family premium until the retired employee is federally eligible for Medicare. This extension of medical insurance is valid only if the employee is covered under the City policy at the time of retirement.

The employee shall notify the City in writing of his or her desire for extended coverage. Said written notice shall be provided at the time of notice to the City of retirement or resignation but in no event less than fourteen (14) calendar days prior to the effective day of retirement or resignation. The purpose of the notice is to provide adequate time and notice to continue the healthcare plan without a cancellation of coverage. The allowance may be used for no other purpose. In the event the employee upon retirement or resignation will have equal or better healthcare coverage under a different plan than the City's plan, then the employee shall not receive coverage under this provision. The purpose of this is to exclude duplicate healthcare coverage.

514. Clothing Allowance

Full-time civilian employees will receive an annual allotment of \$375.00 to purchase uniforms after the first year of employment.

WORK SCHEDULES & COMMUNICATIONS

600. Work Hours & Schedules

Work schedules for individual employees may vary throughout the organization depending upon staffing needs and operational demands. Supervisors will be responsible for advising their employees of individual work schedules.

Flextime scheduling is discretionary and may be available in some cases to allow employees to vary their starting and ending times each day within established limits, with prior supervisor approval.

Telecommunication employees shall work eight and one-half (8.5 ~~44~~) hour shifts with a rotating schedule of five (5) days worked, two (2) days off, five (5) days worked, three (3) days off. ~~Data Entry/Records Support Staff~~ employees shall work eight hour shifts with scheduled work shifts of ~~Sunday-Thursday or Tuesday-Saturday~~ Monday through Friday or as assigned by the Chief of Police.

602. Overtime

Because of the nature of work, employees may occasionally be asked to work overtime. Overtime compensation is paid to all non-exempt employees at one and one-half times the employee's regular rate for all hours worked in their regularly scheduled work week. Employees must receive authorization from their supervisors before working any overtime. After an employee has worked approved overtime, it must be recorded on a timesheet for the period it was worked.

Overtime pay is based on actual hours worked. Time off due to vacation, medical leave, compensatory time or any leave of absence will not be factored into hours worked when calculating overtime.

If overtime is needed on a holiday, the employee shall receive holiday overtime worked at a rate of 1.5 times his or her regular rate of pay.

604. Bulletin Boards/Department Intranet

Bulletin boards and the Department Intranet are provided as a means of informing employees of important developments from the employer that will affect the employee or his or her job and to post notices as required by law. Because work-related notices of interest and importance will be posted on the bulletin boards and the Department Intranet, the City requests that its employees check the bulletin boards and the Department Intranet at regular intervals. Employees must secure prior authorization before posting any notices on the bulletin boards. Posting of unauthorized notices, photographs, or other printed or written materials is prohibited.

606. Solicitation

The solicitation of employees or distribution of materials to employees can often interfere with normal operation of the City of Lake Geneva Police Department, reduce employee efficiency, and pose threats to security. For these reasons, the Police Department limits solicitation and distribution on the premises.

Individuals who are not employees of the City of Lake Geneva Police Department are prohibited from soliciting employees or distributing materials to employees on the premises. This prohibition shall include, but not necessarily be limited to: soliciting funds or signatures; conducting membership drives; distributing literature or gifts; offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the City of Lake Geneva Police Department); or any other similar activity. All visitors are strictly prohibited from entering non-public areas of the police department facilities unless granted permission by a supervisor.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises; however, the solicitation or distribution of materials is prohibited during the working time of either employee making or receiving the solicitation or distribution. For the purposes of this policy, "working time" does not include any authorized meal or rest period of the employee.

608. Association Activities

The City of Lake Geneva Police Department recognizes that employees shall be free to join or refrain from joining employee associations or unions. Employees shall conduct association or union business off duty, unless otherwise granted permission by the Chief of Police.

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the write off of 2019 delinquent personal property taxes in the amount of \$718.93 deemed uncollectible			
Committee:	Finance considered on July 6, 2021		
Fiscal Impact:	N/A		
File Number:	21-R51	Date:	July 12, 2021

Whereas, the Lake Geneva Common Council approved the 2021 operating budget for the General fund, and

Whereas, it has been determined that certain delinquent personal property tax accounts from 2019 have balances that should be written off with the agreement of the City Administrator,

Whereas, it is the desire to have the City's accounts be current to properly reflect the financial status of the city in accordance with Generally Accepted Accounting Principles,

Now Therefore be it Resolved that the Lake Geneva Common Council approve this resolution to write off \$718.93 in the fiscal year 2021 for the delinquent personal property taxes as included in the attached schedule.

Granted by action of the Common Council of the City of Lake Geneva this 12^h day of July, 2021.

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

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

DELINQUENT PERSONAL PROPERTY TAXES**11-00-00-12320****6/6/2021**

2019

YEAR

Total

Write-offsComments

Antares Research & Development Inc.	2019	24.45	Inactive since 2019
Certified Auto Body	2019	9.29	Inactive since 2019
Cora Beauty & Lash Lounge	2019	24.45	Ceased Operations 1/2020
Dog Spot	2019	8.80	Ceased Operations 6/2019
Geneva Lake Brewing Co.	2019	214.71	Ceased Operations 1/2019
Hippie Sisters	2019	48.92	Ceased operations 9/2020
Inmortgage Co.	2019	24.45	Inactive since 2019
Line Honors	2019	19.56	Inactive since 2019
Magic Hands	2019	34.23	Ceased operations 6/2019
Management Recruiters of Lake Geneva	2019	59.68	Inactive since 2019
Martin Stern	2019	24.45	Ceased operations 6/2019
Midwest Action Cycle Inc.	2019	53.31	Ceased operations 11/2019
Sailors Wife	2019	7.82	Inactive since 2019
Sophie Fong-Long Nails	2019	107.60	Ceased Operations 6/2019
Stephen Electric	2019	10.27	Ceased Operations 6/2019
Supply Corporation	2019	17.12	Inactive since 2019
Thrivent Financial	2019	24.45	Inactive since 2019
Verve Art Gallery	2019	2.93	Inactive since 2019
Wishing Well Bookstore LLC	2019	2.44	Inactive since 2019

718.93

Sec. 6.

2021-04 Pg 3/4

Agreement

1. The proposer shall hereby agree to provide to the City all of the items in the request for proposals including the advertisement for same and required Insurance packet.

2. Bid bond included. 5% \$ 4,125.00

3. Total contract price in numbers \$ 82,500.00

4. Total contract price in words Eighty-thousand and five hundred dollars

5. Submitted by, Company, Premier Roofing Design dba Top Roofing

6. Representative (print name) Abner Catugy

a. Position in company CEO

b. Signature  Date 06 / 14 / 2021

c. Representatives email toproofinc@gmail.com

Sec. 7.

Acceptance by the City of Lake Geneva.

a. City Clerk Ms. Lana Kropf.

Signature: _____ Date ____/____/2021

b. Mayor.

Signature: _____ Date ____/____/2021

Sec. 8. Witnesseth that whereas the City, under provision of Sec.62.29 wis stats, and by virtue of authority vested in the said City Council has awarded the contractor the work.

9. The City confirms that adequate funds are available and dedicated for this project.

1. City of Lake Geneva Comptroller Ms. Karen Hall.

Signature: _____ Date ____/____/2021

Sec 10.

Decking

1. Cost of R&R additional 4x8 sheets of $\frac{3}{4}$ " OSB per sheet \$ 145.00
2. Cost of R&R additional 4x8 sheets of $\frac{7}{16}$ " OSB per sheet \$ 120.00
3. Cost of R&R per lineal foot of additional 1x boards \$ 4.00

Sec. 11.

Project time table

1. Project must be substantially complete by 01 Nov., 2021
2. Project must be fully complete by 30 Nov., 2021.



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD155334

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires March 10, 2022.

Susan E. Theisen
Susan E. Theisen

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 15th day of June, 2021.



William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, PREMIER ROOFING DESIGN, INC. DBA TOP ROOFING 2206 N MAIN ST STE 204 WHEATON, IL 60187-9140 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF LAKE GENEVA 626 GENEVA ST, LAKE GENEVA WI 53147-1914 as Oblige, hereinafter called the Oblige, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for REPLACEMENT OF THE ROOFING SYSTEM ON CITY HALL

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 15TH day of JUNE, 2021.



Witness

PREMIER ROOFING DESIGN, INC.

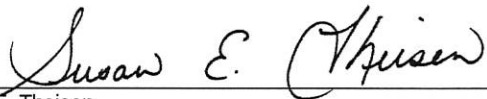
Principal

By 



Auto-Owners Insurance Company

Surety



Susan E. Theisen

Witness

By 

Paul D. Oppenlander

Attorney-in-Fact



Bond Number BD155334

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 15TH day of JUNE, 2021, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton

REFERENCES

1	Project Name & Address:	Urbana & Champaign Sanitary District - 1100 E University Ave, Urbana		
	Contact:	Rupa Ganguly	Phone:	217.367.3409
	Value	\$ 252,000.00	Size:	11,200 SF
	Description of Project:	060 EPDM fully adhered Versico, gypsum coverboard & vapor barrier on concrete deck. 2 buildings		
2	Project Name & Address:	Medinah Park District REC Center - 22W130 Thorndale Ave, Medinah		
	Contact:	Andreas Symeonides	Phone:	630.344.1012
	Value:	\$ 49,000.00	Size:	6,800 SF
	Description of Project:	Fully adhered TPO, replace copings, install commercial gutters and downspouts.		
3	Project Name & Address:	Historic House Re-roof - 311 Windy Point Dr, Glendale Heights		
	Date:	Phillip Mahan	Phone:	630.351.8200
	Value:	\$ 50,000.00	Size:	
	Description of Project:	Certainteed certified shingle install and fascia		
4	Project Name & Address:	Stonegate Condominiums - 197 W Armitage Ave, Elmhurst		
	Contact:	Dave Bartlett	Phone:	630.439.4152
	Value:	\$ 210,000.00	Size:	14,000 SF
	Description of Project:	5-story condo tear-off, tuck pointing, sheetmetal, full drain replacement, tapered insulation & Fully adhered TPO.		
5	Project Name & Address:	Hermon Center Zion Park District - 2400 Dowie Memoria Dr, Zion		
	Contact:	Todd Peck	Phone:	847.746.5500 ext 1421
	Value:	\$ 72,000.00	Size:	8,400 SF
	Description of Project:	Fleeceback fully adhered TPO. Install new skylights. Commercial gutters & downspouts.		
6	Project Name & Address:	Fairfield City Hall - 109 NE 2nd St, Fairfield		
	Contact:	Gail Kiser	Phone:	618.263.3254
	Value:	\$ 68,000.00	Size:	8,500 SF
	Description of Project:	060 mil TPO, complete tear-off, fully adhered, masonry brick work.		
7	Project Name & Address:	Village of Cary - 301 Spring St / 189 River Dr / 266 Moders St / 106 Ann st / 103 Carlisle Ct		
	Contact:	Scott Fish	Phone:	847.639.0003
	Value:	\$ 55,000.00	Size:	14,000 SF
	Description of Project:	Re-roof multiple water houses. Asphalt shingles, gutters, flashings & carpentry on 5 different city water houses.		

8	Project Name & Address:	Panera Bread New Construction - 385 Lake Cook Rd, Deerfield		
	GC Capitol Construction	Tom	Phone:	630.881.3621
	Value:	\$ 36,000.00	Size:	7,000 SF
	Description of Project:	060 mil TPO fully adhered.		
9	Project Name & Address:	School House Apartments - 45 Oak St, Lake Zurich		
	Contact:	John Schweda	Phone:	847.738.5200
	Value:	\$ 49,000.00	Size:	4,500 SF
	Description of Project:	060 mil TPO, complete tear-off, fully adhered. Masonry brick work.		
10	Project Name & Address:	Warehouse - 818 Spring Beach Way, Cary		
	Contact:		Phone:	
	Value:	\$ 22,000.00	Size:	8,000 SF
	Description of Project:	060 mil TPO, full tear-off, 5.5 ISO, fully adhered, 20 yr Genflex warranty.		
11	Project Name & Address:	Buffalo Grove Park District - 150 Raupp Blvd, Buffalo Grove		
	Contact:		Phone:	
	Value:	\$ 20,000.00	Size:	18,000 SF
	Description of Project:	JM 060 TPO Rhinobond roof recover.		
12	Project Name & Address:	St Collette School - 3940 Pheasant Dr, Rolling Meadows		
	Contact:		Phone:	
	Value:	\$ 29,000.00	Size:	33,940 SF
	Description of Project:	JM 060 TPO Rhinobond roof recover.		
13	Project Name & Address:	Extra Storage Space - 1002 E 87th St, Chicago		
	GC: Mariottini	Brian Spino	Phone:	331.225.0644
	Value:	\$ 120,000.00	Size:	25,000 SF
	Description of Project:	Mechanically fastened 060 mil TPO, half inch recovery.		
14	Project Name & Address:	Hustisford Middle School - 600 S Hustis St, Hustisford, Wisconsin		
	Contact:	JT	Phone:	262.442.8149
	Value:	\$ 160,000.00	Size:	28,000 SF
	Description of Project:	Remove & Replace 060 EPDM fully adhered, apply corrections to tapered sections & repair drains.		

22	Project Name & Address:	Warehouse - 1250 Pratt blvd, Elk Grove Village		
	Advanced Roofing:	Charles	Phone:	
	Value:		Size:	50,000 SF
	Description of Project:	060 mil TPO, recover board, fully adhered, Carlisle 20 yr warranty.		
23	Project Name & Address:	Warehouse - 1600 Fleetwood Dr, Elgin		
	Contact:	Charles	Phone:	
	Value:	\$ 200,000.00	Size	
	Description of Project:	060 mil TPO, recover board, fully adhered, Carlisle 20 yr warranty.		
24	Project Name & Address:	Webster Memorial Library - 200 N Phelps St, Decatur		
	Chenoweth Roofing:	Keri	Phone:	269.532.1700
	Value:		Size:	10,000 SF
	Description of Project:	060 mil TPO, loosely laid insulation, ballasted system, 20 yr Johns Manville warranty		
25	Project Name & Address:	Freehand Hotel - 17 E Ohio St, Chicago		
	Contact:	Hotel Owner	Phone:	
	Value:		Size:	8,000 SF
	Description of Project:	3ply ModBit, full tear-off, 5.5 ISO, fully adhered, 14 stories, engineered crane, 20 yr Mulehide warranty		
26	Project Name & Address:	Warehouse - 680 Industrial Dr, Cary		
	Advanced Roofing:	Charles	Phone:	
	Value:		Size:	9,000 SF
	Description of Project:	060 mil TPO, recover board, invisiweld install, 20 yr Carlisle warranty.		
27	Project Name & Address:	Manor Hotel - 23926 W Eames St, Channahon		
	EcoShield:	Andrew McGraw	Phone:	630.901.5447
	Value:		Size:	8,200 SF
	Description of Project:	060 mil TPO, concrete fastened, fully adhered, Genflex warranty.		
28	Project Name & Address:			
	Contact:		Phone:	
	Value:			
	Description of Project:			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2020

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.

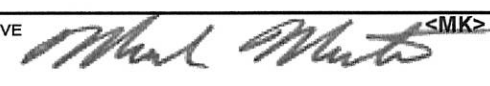
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER CRH Insurance Agency, LLC 1381 Wind Energy Pass Batavia IL 60610	CONTACT NAME: Michele King	FAX (A/C, No): (630) 208-8497	
	PHONE (A/C, No, Ext): (630) 208-8496	E-MAIL ADDRESS: admin@crinsurance.net	
INSURED Premier Roofing Design, Inc. dba Top Roofing 2206 N. Main St. Wheaton IL 60187	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto Owners Insurance		32700
	INSURER B : Technology Insurance		
	INSURER C : Evanston Insurance Company		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES	CERTIFICATE NUMBER:	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	X	X	07927014	07/20/2020	07/20/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC							PRODUCTS - COM/OP AGG \$ 3,000,000
OTHER:							\$
A	AUTOMOBILE LIABILITY	X	X	52-810465-01	07/20/2020	07/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Physical Damage \$ 50,000
A	☒ UMBRELLA LIAB ☒ OCCUR			52-810465-00	07/20/2020	07/20/2021	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	TARIL1025856-00	06/08/2020	06/08/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liability			3836202	07/20/2020	07/20/2021	\$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX, XX	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  <MK>

© 1988-2015 ACORD CORPORATION. All rights reserved.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
104.015954
105.005929

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
12/31/2021

LICENSED ROOFING CONTRACTOR
UNLIMITED



PREMIER ROOFING DESIGN INC
DBA TOP ROOFING
ABNER D S CATUGY
2206 N MAIN ST STE 204
WHEATON, IL 60187



DEBORAH HAGAN
SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

14136292

Cut on Dotted Line



BID TAB**City Hall Roof Replacement****Premier Roofing Design dba Top Roofing**

Bid Amt \$82,500.00 Bid Bond: \$4,125

Total: **\$82,500.00**

Decking:

Cost of additionl 4x8 sheets 3/4"OSB: \$145.00 per sheet

Cost of additional 4x8 sheets 7/16" OSB: \$120.00 per sheet

Cost per lineal foot additional 1x boards: \$4.00

Request for Proposals, Main Shop Roof Project, 2021-01

City of Lake Geneva Public Works

1055 Carey St, Lake Geneva WI 53147

Sec. 1. General

- a. Building use; DPW
- b. Any and all required State Approved Plans shall be the responsibility of the proposer.(None required.)
- c. Local permits if required including but not limited to, building, plumbing, electrical, etc. shall be the responsibility of the proposer and approved as 'no-fee' by the City.
- d. All State and local code compliance shall be followed including but not limited to; energy (IECC), electrical, plumbing, building, snow and wind loads, etc.
- e. All roof systems that are part of this contract shall have a minimum 10 year parts and labor warranty starting from the day of final payment in addition to manufacturer's warranty.
- f. The City is exempt from Federal Excise Tax and State Sales tax therefor proposals shall be made exclusive of these taxes. Proper tax exempt certifications shall be made available to the successful proposer.
- g. The City shall reserve the right to reject any and/or all proposals and to accept the proposal deemed most advantageous to the City.

Sec. 2. Excavation, foundation, heating, electrical,

N/A

Sec. 3. Roof, venting, ceiling, walls, man doors.

- 1. Roof. Existing roof panels to be removed and replaced including light panels with;
 - a. FABRAL Grand Rib 3 Plus or approved alternate. Lifetime film integrity warranty, 35 year fade and chalk warranty. G-90 galvanizing . White.
 - b. All roof protrusions shall be appropriately flashed and sealed. All non-used protrusions shall be removed upon consulting with Superintendent. Tube heat exhaust to be re-routed out walls.

- c. Roof shall be installed per industry standards in a workman like manner.
- d. Fasteners shall match color of roof.
- e. All soffit/fascia to be repaired/replaced as needed in kind per Superintendent.
- f. *Roof/ceiling insulation found to be unusable shall be removed and replaced upon approval of Superintendent.

Sec. 4. Remarks

The successful proposer must be pre-qualified by the City by obtaining and submitting an approved Pre-Qualification packet including Insurance information from the City Clerk. The City may accept proposals without pre-qualification, but the contract shall not be awarded until pre-qualification is approved.

- 1. All RFP holders shall submit an email address for anyone wishing to be copied on all questions/answers asked by holders regarding the RFP. Questions shall be accepted by the DPW Director at tearle@cityoflakegeneva.com up to five (5) days prior to due date and all answers shall be sent to all email addresses provided a minimum of three (3) days prior to due date.
- 2. This RFP shall be considered all-inclusive with no aspects being considered as to be 'done by others' unless specifically stated in RFP.
- 3. Substantial completion shall be within six (6) months of acceptance by the City with extensions being approved as needed at the sole discretion of the City.
- 4. The Advertisement for this RFP shall be part of this contract/proposal.

Sec. 5. Insurance and Liabilities

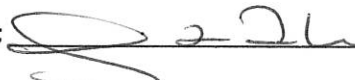
- 1. The successful proposer shall have Liability Insurance as outlined in Sec 4 with the pre-qualification packet obtained from the City clerk. Bidder must provide indemnity and acceptable insurance in amounts approved by the City."

Sec. 6. Payments

1. 15% down prior to start.
2. Monthly draws approved by City.
3. Minimum 5% retainage until final approval.

Sec. 7. Agreement

1. The proposer shall hereby agree to provide to the City all of the items in the request for proposals including the advertisement for same.
2. Bid bond included. 5% required \$ 2,024¹²
3. Total contract price in numbers \$ 40,480⁰⁰
4. (Blank)
5. Submitted by, Company, Midwest Roofing & Construction LLC
6. Representative (print name) Doug Fowler
7. Position in company Estimator Email doug@midwestroofingpros.com

Signature:  Date 6/16/2021

8. Acceptance by the City of Lake Geneva.

- a. City Clerk Ms. Lana Kropf.

Signature: _____ Date ____/____/2021

- b. Mayor. Ms Charlene Klein.

Signature: _____ Date ____/____/2021

9. Witnesseth that whereas the City, under provision of Sec.62.29 wis stats, and by virtue of authority vested in the said City Council has awarded the contractor the work.

10. The City confirms that adequate funds are available and dedicated for this project.

- a. City of Lake Geneva Comptroller Ms. Karen Hall.

Signature: _____ Date ____/____/2021

*Roof/ceiling insulation removal/replace in kind per sq/yd as approved by the DPW Superintendent.

\$ 300[±]/sq sq/yd R&R



POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark Santas, Julie L. Crouch, Ashlee Sarver, Mathew Santas, Jennifer Saelens, jointly or severally

in the City of Beloit, State of Wisconsin its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of February, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

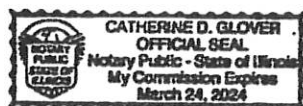
On this 10th day of February, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 16th day of June, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick Corporate Secretary



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Midwest Roofing & Construction
LLC, 4949 County Road YZ
Dodgeville, WI 53533

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Lake Geneva
1055 Carey Street
Lake Geneva, WI 53147

BOND AMOUNT:

5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Main Shop Roof Project

Project Number, if any:

2021-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

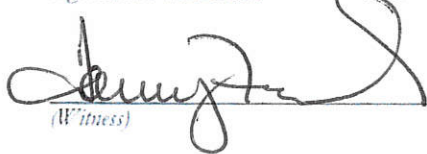
16th

day of

June

2021

Midwest Roofing & Construction LLC


(Witness)

(Principal)

(Seal)

(Title)


(Witness)

RLI Insurance Company

(Surety)

(Seal)

(Title) Julie L. Crouch

Attorney in Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Request for Proposals, Main Shop Roof Project, 2021-02

City of Lake Geneva Public Works

1065 Carey St, Lake Geneva WI 53147

Sec. 1. General

- a. Building use; DPW
- b. Any and all required State Approved Plans shall be the responsibility of the proposer.(None required.)
- c. Local permits if required including but not limited to, building, plumbing, electrical, etc. shall be the responsibility of the proposer and approved as 'no-fee' by the City.
- d. All State and local code compliance shall be followed including but not limited to; energy (IECC), electrical, plumbing, building, snow and wind loads, etc.
- e. All roof systems that are part of this contract shall have a minimum 10 year parts and labor warranty starting from the day of final payment in addition to manufacturer's warranty.
- f. The City is exempt from Federal Excise Tax and State Sales tax therefor proposals shall be made exclusive of these taxes. Proper tax exempt certifications shall be made available to the successful proposer.
- g. The City shall reserve the right to reject any and/or all proposals and to accept the proposal deemed most advantageous to the City.

Sec. 2. Excavation, foundation, heating, electrical,

N/A

Sec. 3. Roof, venting, ceiling, walls, man doors.

- 1. Roof. Existing roof panels to be removed and replaced including light panels with;
 - a. FABRAL Grand Rib 3 Plus or approved alternate. Lifetime film integrity warranty, 35 year fade and chalk warranty. G-90 galvanizing . White.
 - b. All roof protrusions shall be appropriately flashed and sealed. All non-used protrusions shall be removed upon consulting with Superintendent. Tube heat exhaust to be re-routed out walls.

- c. Roof shall be installed per industry standards in a workman like manner.
- d. Fasteners shall match color of roof.
- e. All soffit/fascia to be repaired/replaced as needed in kind per Superintendent.
- f. *Roof/ceiling insulation found to be unusable shall be removed and replaced upon approval of Superintendent.

Sec. 4. Remarks

The successful proposer must be pre-qualified by the City by obtaining and submitting an approved Pre-Qualification packet including Insurance information from the City Clerk. The City may accept proposals without pre-qualification, but the contract shall not be awarded until pre-qualification is approved.

- 1. All RFP holders shall submit an email address for anyone wishing to be copied on all questions/answers asked by holders regarding the RFP. Questions shall be accepted by the DPW Director at tearle@cityoflakegeneva.com up to five (5) days prior to due date and all answers shall be sent to all email addresses provided a minimum of three (3) days prior to due date.
- 2. This RFP shall be considered all-inclusive with no aspects being considered as to be 'done by others' unless specifically stated in RFP.
- 3. Substantial completion shall be within six (6) months of acceptance by the City with extensions being approved as needed at the sole discretion of the City.
- 4. The Advertisement for this RFP shall be part of this contract/proposal.

Sec. 5. Insurance and Liabilities

- 1. The successful proposer shall have Liability Insurance as outlined in Sec 4 with the pre-qualification packet obtained from the City clerk. Bidder must provide indemnity and acceptable insurance in amounts approved by the City."

Sec. 6. Payments

1. 15% down prior to start.
2. Monthly draws approved by City.
3. Minimum 5% retainage until final approval.

Sec. 7. Agreement

1. The proposer shall hereby agree to provide to the City all of the items in the request for proposals including the advertisement for same.

2. Bid bond included. 5% required \$ 5,001⁰¹

3. Total contract price in numbers \$ 100,020⁰²

4. (Blank)

5. Submitted by, Company, Midwest Roofing & Construction LLC,

6. Representative (print name) Doug Fowler

7. Position in company Estimator Email doug@midwestroofingpros.com

Signature; [Signature]

Date 6 / 16 / 2021

8. Acceptance by the City of Lake Geneva.

a. City Clerk Ms. Lana Kropf.

Signature: _____ Date ____/____/2021

b. Mayor. Ms Charlene Klein.

Signature: _____ Date ____/____/2021

9. Witnesseth that whereas the City, under provision of Sec.62.29 wis stats, and by virtue of authority vested in the said City Council has awarded the contractor the work.

10. The City confirms that adequate funds are available and dedicated for this project.

a. City of Lake Geneva Comptroller Ms. Karen Hall.

Signature: _____ Date ____/____/2021

*Roof/ceiling insulation removal/replace in kind per sq/yd as approved by the DPW Superintendent.

\$ 300⁰⁰ / sq sq/yd R&R



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark Santas, Julie L. Crouch, Ashlee Sarver, Mathew Santas, Jennifer Saelens, jointly or severally

in the City of Beloit, State of Wisconsin its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of February, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

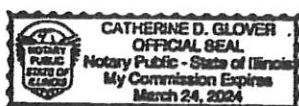
By: Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 10th day of February, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 16th day of June, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Midwest Roofing & Construction
LLC, 4949 County Road YZ
Dodgeville, WI 53533

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612

OWNER:

(Name, legal status and address)

City of Lake Geneva
1055 Carey Street
Lake Geneva, WI 53147

BOND AMOUNT:

5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Main Shop Roof Project

Project Number, if any:

2021-02

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

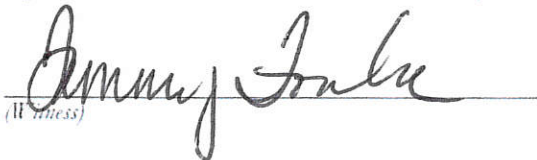
16th

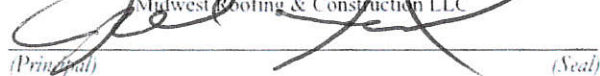
day of

June

2021

Midwest Roofing & Construction LLC

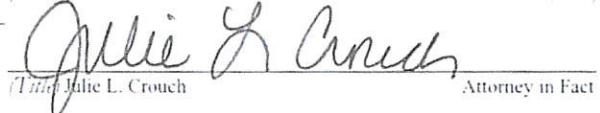

(Witness)


(Principal) (Seal)

Owner
(Title)


(Witness)

RLI Insurance Company
(Surety) (Seal)


(Title) Julie L. Crouch Attorney in Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Request for Proposals, Main Shop Roof Project, 2021-01

City of Lake Geneva Public Works

1055 Carey St, Lake Geneva WI 53147

Sec. 1. General

- a. Building use; DPW
- b. Any and all required State Approved Plans shall be the responsibility of the proposer.(None required.)
- c. Local permits if required including but not limited to, building, plumbing, electrical, etc. shall be the responsibility of the proposer and approved as 'no-fee' by the City.
- d. All State and local code compliance shall be followed including but not limited to; energy (IECC), electrical, plumbing, building, snow and wind loads, etc.
- e. All roof systems that are part of this contract shall have a minimum 10 year parts and labor warranty starting from the day of final payment in addition to manufacturer's warranty.
- f. The City is exempt from Federal Excise Tax and State Sales tax therefor proposals shall be made exclusive of these taxes. Proper tax exempt certifications shall be made available to the successful proposer.
- g. The City shall reserve the right to reject any and/or all proposals and to accept the proposal deemed most advantageous to the City.

Sec. 2. Excavation, foundation, heating, electrical,

N/A

Sec. 3. Roof, venting, ceiling, walls, man doors.

- 1. Roof. Existing roof panels to be removed and replaced including light panels with;
 - a. FABRAL Grand Rib 3 Plus or approved alternate. Lifetime film integrity warranty, 35 year fade and chalk warranty. G-90 galvanizing . White.
 - b. All roof protrusions shall be appropriately flashed and sealed. All non-used protrusions shall be removed upon consulting with Superintendent. Tube heat exhaust to be re-routed out walls.

- c. Roof shall be installed per industry standards in a workman like manner.
- d. Fasteners shall match color of roof.
- e. All soffit/fascia to be repaired/replaced as needed in kind per Superintendent.
- f. *Roof/ceiling insulation found to be unusable shall be removed and replaced upon approval of Superintendent.

Sec. 4. Remarks

The successful proposer must be pre-qualified by the City by obtaining and submitting an approved Pre-Qualification packet including Insurance information from the City Clerk. The City may accept proposals without pre-qualification, but the contract shall not be awarded until pre-qualification is approved.

- 1. All RFP holders shall submit an email address for anyone wishing to be copied on all questions/answers asked by holders regarding the RFP. Questions shall be accepted by the DPW Director at tearle@cityoflakegeneva.com up to five (5) days prior to due date and all answers shall be sent to all email addresses provided a minimum of three (3) days prior to due date.
- 2. This RFP shall be considered all-inclusive with no aspects being considered as to be 'done by others' unless specifically stated in RFP.
- 3. Substantial completion shall be within six (6) months of acceptance by the City with extensions being approved as needed at the sole discretion of the City.
- 4. The Advertisement for this RFP shall be part of this contract/proposal.

Sec. 5. Insurance and Liabilities

- 1. The successful proposer shall have Liability Insurance as outlined in Sec 4 with the pre-qualification packet obtained from the City clerk. Bidder must provide indemnity and acceptable insurance in amounts approved by the City."

Sec. 6. Payments

1. 15% down prior to start.
2. Monthly draws approved by City.
3. Minimum 5% retainage until final approval.

Sec. 7. Agreement

1. The proposer shall hereby agree to provide to the City all of the items in the request for proposals including the advertisement for same.

2. Bid bond included. 5% required \$ 2,800.00
3. Total contract price in numbers \$ 52,375.00
4. (Blank) Fifty Two Thousand Three Hundred Seventy Five
5. Submitted by, Company, Humphreys Contracting LLC
6. Representative (print name) Chris Humphreys
7. Position in company OWNER Email CHRISHUMPHREYS99@GMAIL.COM
- Signature: [Signature] Date / / 2021

8. Acceptance by the City of Lake Geneva.

a. City Clerk Ms. Lana Kropf.

Signature: _____ Date ____/____/2021

b. Mayor. Ms Charlene Klein.

Signature: _____ Date ____/____/2021

9. Witnesseth that whereas the City, under provision of Sec.62.29 wis stats, and by virtue of authority vested in the said City Council has awarded the contractor the work.

10. The City confirms that adequate funds are available and dedicated for this project.

a. City of Lake Geneva Comptroller Ms. Karen Hall.

Signature: _____ Date ____/____/2021

*Roof/ceiling insulation removal/replace in kind per sq/yd as approved by the DPW Superintendent.

\$_____sq/yd R&R



Request for Proposals, Main Shop Roof Project, 2021-02

City of Lake Geneva Public Works

1065 Carey St, Lake Geneva WI 53147

Sec. 1. General

- a. Building use; DPW
- b. Any and all required State Approved Plans shall be the responsibility of the proposer.(None required.)
- c. Local permits if required including but not limited to, building, plumbing, electrical, etc. shall be the responsibility of the proposer and approved as 'no-fee' by the City.
- d. All State and local code compliance shall be followed including but not limited to; energy (IECC), electrical, plumbing, building, snow and wind loads, etc.
- e. All roof systems that are part of this contract shall have a minimum 10 year parts and labor warranty starting from the day of final payment in addition to manufacturer's warranty.
- f. The City is exempt from Federal Excise Tax and State Sales tax therefor proposals shall be made exclusive of these taxes. Proper tax exempt certifications shall be made available to the successful proposer.
- g. The City shall reserve the right to reject any and/or all proposals and to accept the proposal deemed most advantageous to the City.

Sec. 2. Excavation, foundation, heating, electrical,

N/A

Sec. 3. Roof, venting, ceiling, walls, man doors.

- 1. Roof. Existing roof panels to be removed and replaced including light panels with;
 - a. FABRAL Grand Rib 3 Plus or approved alternate. Lifetime film integrity warranty, 35 year fade and chalk warranty. G-90 galvanizing . White.
 - b. All roof protrusions shall be appropriately flashed and sealed. All non-used protrusions shall be removed upon consulting with Superintendent. Tube heat exhaust to be re-routed out walls.

- c. Roof shall be installed per industry standards in a workman like manner.
- d. Fasteners shall match color of roof.
- e. All soffit/fascia to be repaired/replaced as needed in kind per Superintendent.
- f. *Roof/ceiling insulation found to be unusable shall be removed and replaced upon approval of Superintendent.

Sec. 4. Remarks

The successful proposer must be pre-qualified by the City by obtaining and submitting an approved Pre-Qualification packet including Insurance information from the City Clerk. The City may accept proposals without pre-qualification, but the contract shall not be awarded until pre-qualification is approved.

- 1. All RFP holders shall submit an email address for anyone wishing to be copied on all questions/answers asked by holders regarding the RFP. Questions shall be accepted by the DPW Director at tearle@cityoflakegeneva.com up to five (5) days prior to due date and all answers shall be sent to all email addresses provided a minimum of three (3) days prior to due date.
- 2. This RFP shall be considered all-inclusive with no aspects being considered as to be 'done by others' unless specifically stated in RFP.
- 3. Substantial completion shall be within six (6) months of acceptance by the City with extensions being approved as needed at the sole discretion of the City.
- 4. The Advertisement for this RFP shall be part of this contract/proposal.

Sec. 5. Insurance and Liabilities

- 1. The successful proposer shall have Liability Insurance as outlined in Sec 4 with the pre-qualification packet obtained from the City clerk. Bidder must provide indemnity and acceptable insurance in amounts approved by the City."

Sec. 6. Payments

1. 15% down prior to start.
2. Monthly draws approved by City.
3. Minimum 5% retainage until final approval.

Sec. 7. Agreement

1. The proposer shall hereby agree to provide to the City all of the items in the request for proposals including the advertisement for same.

2. Bid bond included. 5% required \$ 4500.00
3. Total contract price in numbers \$ 91,650.00
4. (Blank) nine thousand six hundred fifty
5. Submitted by, Company, Humphreys Contracting
6. Representative (print name) Chris Humphreys
7. Position in company owner Email ChrisHumphreys99@gmail.com
- Signature: [Signature] Date / / 2021

8. Acceptance by the City of Lake Geneva.

a. City Clerk Ms. Lana Kropf.

Signature: _____ Date ____/____/2021

b. Mayor. Ms Charlene Klein.

Signature: _____ Date ____/____/2021

9. Witnesseth that whereas the City, under provision of Sec.62.29 wis stats, and by virtue of authority vested in the said City Council has awarded the contractor the work.

10. The City confirms that adequate funds are available and dedicated for this project.

a. City of Lake Geneva Comptroller Ms. Karen Hall.

Signature: _____ Date ____/____/2021

*Roof/ceiling insulation removal/replace in kind per sq/yd as approved by the DPW Superintendent.

\$_____sq/yd R&R



BID TAB**Department of Public Works Roof Replacement****Humphrey's Contracting LLC**

2021-01: \$52,375.00 Bid Bond: \$2,800

2021-02: \$91,650.00 Bid Bond: \$4,500

Total: **\$144,025.00**

Midwest Roofing & Construction LLC

2021-01: \$40,480.00 Bid Bond: \$2,024.12

2021-02: \$100,020.00 Bid Bond: \$5,001.00

Total: **\$140,500.00**



220 E. Buffalo Street
Suite 201
Milwaukee, WI 53202

P (414) 296-4333

www.msa-ps.com

June 18, 2021

Lana Kropf, City Clerk
City of Lake Geneva
626 Geneva Street
Lake Geneva, Wisconsin 53147

Re: Proposal for the City of Lake Geneva 2022 Street Improvement Program

Dear Ms. Kropf:

We at MSA Professional Services, Inc. (MSA) are excited about the opportunity to assist you and the City of Lake Geneva to enhance the infrastructure within your community. We have developed the enclosed proposal that includes a detailed scope of services that highlights our understanding of the project needs and deliverables, any assumptions we have made and explains our commitment to providing these services by dedicating the necessary time and personnel.

The project team we have assembled specifically for this project is supported by over 350 technical experts here at MSA. Many of the team members who have the availability and expertise to complete your upcoming infrastructure improvement projects are in our close Milwaukee and neighboring Madison offices.

In fact, many members of this project team have a personal interest in your community as we remember visiting Lake Geneva while growing up—and still to this day visit frequently to enjoy many activities the community offers. We understand the unique position the City is in to serve as such a large tourist destination, while also addressing the needs of both the residents who have been in the community for generations and newer residents drawn to the area for its appeal. Lake Geneva is certainly a community that stands out from the rest in many ways, and our team is excited at the opportunity to help enrich the City by delivering a beneficial and successful project.

MSA has recently completed successful projects with the Lake Geneva Utility Commission and has familiarity with the City. This experience has laid the foundation for a better understanding of the community's needs, and we plan to build upon that knowledge to deliver a quality product for your 2022 Street Improvement Program. Please do not hesitate to reach out to me using my contact information below. I look forward to getting to know you more and sharing what differentiates our firm from the rest, and why many clients in Wisconsin lean on us for similar services.

PROCESS & SCOPE OF SERVICES

PHASE 1 – ROAD EVALUATION

Project Kick-off Meeting

MSA will plan, attend, and facilitate a kick-off meeting with City Staff to discuss the timeline, site constraints, project objectives, project expectations, deliverables, and other issues for this project. After the meeting, MSA should also understand upcoming utility project needs which will be considered in the roadway selection process that may influence the decision process for roadways to be completed. The goal of these conversations will be to determine the streets that would be most beneficial to improve for the overall Lake Geneva community.



Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021



Site Visits

MSA will conduct site visits (with City staff if desired) of potential streets/alleys to be repaired. MSA will provide a thorough evaluation of the existing street conditions using visual observations and will assign PASER ratings to each street that is evaluated to ensure the ratings align with those listed in WISLR. Evaluation of curb ramps will also be included, where applicable, in each street that is evaluated for improvement. Aside from visual shortfalls, MSA will also consider stormwater flow and underground utility conditions of each roadway.

Selection of Streets for Reconstruction

After the street/alley walk-throughs, MSA will discuss the findings with City staff. If desired, GIS can be used to output road rankings based on a system that weighs out the determining factors. MSA is successful in implementing GIS output that can rank roadways to provide guidance on selecting projects. Factors such as PASER ratings, utility issues, traffic, and past repairs can be evaluated to complete a quick summary for helping us quickly focus our efforts.

The streets with potential improvement projects will move forward to have preliminary cost estimates completed. It is critical to have preliminary project estimating completed during planning for the 2022 budgeting process. Based on these preliminary cost estimates, MSA will work with City Staff to determine which streets will be recommended to the City Council for improvement. MSA will update the GIS Map Exhibit to reflect all potential improvement projects, including showing a summary of their costs.

Grant Applications

MSA will investigate if any of the proposed improvements would be projects to potentially qualify for grants. Potential grant opportunities would be discussed with the City Staff, and if appropriate, brought to the City Council. MSA can assist the City with completion of applicable grant applications as additional services, if authorized. MSA is a leader in securing funding for Wisconsin communities. We would not only consider funding for 2022, but for projects that may occur over the next five years. Our goal would be to come up with an improvement program approach that enables the City to seize any funding opportunities that present themselves.

City Council Meeting

If desired MSA will attend a City Council meeting during this phase to discuss the preliminary cost estimates and recommended streets for improvement as an additional service. The City Council will select the street improvements that are to be designed.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

Phase 1 Deliverables

- GIS map exhibit showing all potential roadways to be improved.
- Preliminary cost estimates of roadways to consider for improvement.
- GIS Map Exhibit showing all potential roadways to be improved, with their projected costs. (Roadways to be narrowed down from original list based on walk-throughs.)
- Recommendation of which roads to select for improvement.
- Recommendation of grant applications, if applicable.



PHASE 2 – PRELIMINARY DESIGN

The preliminary design stage includes the bulk of the design work – utility coordination, estimate preparation, plan design, realizing impacts that may occur outside of the right-of-way, understanding impacts to property owners, residents, businesses and tourists, and along with all of this, public outreach. This stage involves frequent coordination with City Staff to ensure plans are developing in the right direction to address the City's needs.

Project Management

MSA will provide project management for the preliminary design phase of the project. The project manager will be available to City Staff for communications regarding the project. MSA would attend the appropriate meetings to discuss design considerations with the City.

Design Kick-off Meeting

MSA will plan, attend and facilitate a design kick-off meeting with City Staff to discuss the timeline, site constraints, project objectives, project expectations, deliverables and other issues specific to the streets that were chosen. After the meeting the MSA project team and City Staff will have an understanding of the following for each road segment to be improved:

- General scope of street improvements.
- If roadway geometry needs to be evaluated for improvement.
- Sidewalk improvement goals.
- Stormwater management goals.
- How the project bid tab should look to address different funds that the project will be paid from.
- Review special assessment process.
- Determine how grading issues will be addressed (via TLE, temporary construction easement). Understand course of action to be taken where/if required.

Review Existing Records

MSA will review available records for areas of the projects being considered.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

Topographic Survey

Once a consensus of which streets will be reconstructed has been made, a surveyor will gather field data and utility information as necessary to supplement City records. A topographic model will be drawn for each street being improved. Existing right-of-way will be determined based on field monumentation and available survey and shown on the plans.

Verify Existing Field Conditions

MSA will visit the project site with the topographic survey information in hand in order to determine the correct information was gathered for design.

Utility Coordination

MSA will complete utility coordination with utilities along the project to evaluate potential conflicts, discuss potential upgrades companies may want to do while work is being completed in the area, and verify the information gathered from the project topographic survey matches the utility's records.

Soil Boring Coordination

In this stage, MSA will complete a review of the soil boring needs on the project and coordinate with a geotechnical firm to complete soils borings and provide a soils report for the project.

Preliminary Design – 30%

In this stage, MSA will complete 30% preliminary design of the roadway and storm sewer for streets to be improved. Preliminary plans will be completed using the City's policies and ordinances. MSA will incorporate applicable city standards into the design and plan set. At this stage, MSA will discuss tree protection or removals needed in order to accomplish the design and any other design considerations that may require Public Works or City Council input.

Preliminary Cost Estimate – 30%

MSA will update the construction cost estimate to reflect 30% plan stage.

Preliminary Design – 60%

In this stage, MSA will complete 60% preliminary design of the roadway and storm sewer for streets to be improved. Preliminary plans and specifications will be completed using the City's policies and ordinances. MSA will incorporate applicable city standards into the specifications, design, and plan set. Incorporation of City Staff feedback would be included in this phase. Verification of tree protection or removals needed in order to accomplish the design would also be required at this point. Grading concerns (steep grading, grading needs outside of the right-of-way) would be discussed.

Preliminary Cost Estimate – 60%

MSA will update the construction cost estimate to reflect 60% plan stage.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

Construction Staging & Scheduling

Around the time of 60% plans, MSA would also discuss proposed construction staging and scheduling with City Staff. A determination of construction staging, signing and scheduling will be made while also considering impacts to the tourist season. The goal of construction staging and signing would be to minimize the impact to tourists to the greatest extent possible, and similarly to minimize the impact to businesses who will be hoping to fully recover in the year 2022 from the impacts of COVID. A determination of businesses and the degree that they depend on tourism will be made. Another topic to discuss will be impacts to children commuting to school via bus, walking or biking, as well as community members with special needs who may need access in or around the project sites.

Public Information Meeting (PIM)

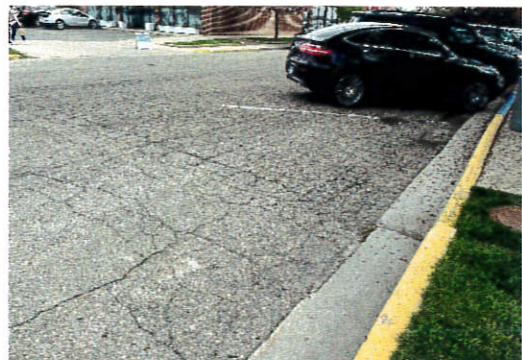
Around the time of 60% plans is a stage where public involvement can be beneficial. A PIM would be appropriate at this point to hear from residents and business owners who may have information that helps steer the design. In some cases, this is not necessary depending on the extent of a project that's chosen. If desired MSA can assist the City in planning and attending a PIM as an additional service.

Phase 2 Deliverables

- Proposed soil boring location map.
- 30% plans and construction cost estimate.
- 60% plans and construction cost estimate.
- List of any design considerations that require Public Works or City Council input.
- Proposed construction staging and scheduling.
- Maps of design for appropriate meetings.

PHASE 3 – FINAL DESIGN & BIDDING

The final design stage includes final polishing of the design work. This stage involves completing project permitting, incorporating the City's comments into the final bidding package, and closing any loose ends on the required utility coordination.



Project Management

MSA will provide project management for the final design phase of the project. The project manager will be available to City Staff for communications regarding the project. MSA will attend the appropriate meetings to discuss design considerations with the City.

Utility Coordination

MSA will complete utility coordination with utilities along the project to evaluate any issues once the plans are far enough along to be able to determine conflicts. There are several projects within the community that will potentially be impacted by utilities. Sheridan Springs and Sky Lane will require some potential utility improvements that will need to be coordinated with Lake Geneva Utilities.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

Final Design – Roadway & Storm Sewer

The project plans and specifications will be brought to final design for roadway and storm sewer improvements. At this point, all foreseeable project improvements will be included in the proposed bidding documents. Final incorporation of City Staff feedback would be completed.

Final Design – Sidewalk Ramps

Bringing curb ramps to ADA guidelines is a necessary part of construction. Design of intersection curb ramps would be included in the project deliverables. See the *ROW Sidewalk Ramp Upgrades Experience* section in our attachments for our methodology. MSA will provide the City with the final list of properties where temporary construction easements are needed.

Final Cost Estimate

MSA will update the construction cost estimate to reflect final plan stage.

Specifications

MSA will complete project specifications and full project manual in accordance with City standards.

Permitting

MSA will determine the permitting needs for the project. We are prepared to submit the permits necessary to complete the project work. Permitting will begin as early as possible in order to avoid last-minute hurdles caused by agency review.

City Council Meeting

If desired by the City, MSA will attend a City Council meeting to discuss the proposed bidding documents and to gain the City Council's approval to bid the project as an additional service.

Bidding Administration

MSA services during the bidding phase include the following:

- Prepare an Advertisement for Bids and send to the local paper.
- Post the project on Quest CDN.
- Upload bidding documents to Quest CDN for contractors for bidding.
- Attend a pre-bid conference, if deemed appropriate for the project.
- Answer bidders' questions.
- Prepare and issue clarifying data (addenda).
- Conduct bid opening, download and review bids in coordination with the City Clerk's office.
- Provide the Owner with the bid results via email.
- Assist the Owner in the selection of a general contractor.

Phase 3 Deliverables

- Final bidding documents including plans and specifications.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

- Final construction cost estimate.
- Maps of design for appropriate meetings.
- Permit applications for City signature.
- Preliminary Assessment Schedule.
- Final Special Assessment Schedule (updated to include bid pricing).
- Prepare clarifying data (addenda).
- Recommendation of bid award.

PHASE 4 – CONSTRUCTION

Construction Related Services (CRS)

If the City Council awards the bid, MSA will assist the City with construction related services (CRS). The project manager involved in the design of the project would continue their role as project manager during the construction stage, overseeing the bigger picture, while a construction manager would oversee construction activities and assist with scheduling of construction observation.

The preliminary construction services would include assisting the City with construction contract administration, providing submittal reviews, and planning, attending and facilitating one (1) pre-construction conference.

Once construction begins, MSA would provide construction observation of construction activities as requested. MSA will provide an eligible construction inspector with an extensive understanding of the project to oversee the road reconstruction process. The inspector will document the events and progress of the project, contact and inform property owners of any disturbance they may encounter, and answer questions or provide direction to the contractor when necessary. The exact activities that would be observed part time, full time or not observed would be discussed with the City before the construction phase began. Depending on what is included in each project, MSA and the City will work together to determine the best approach for having staff on site that balances goals and cost.

As part of the provided CRS, MSA will provide periodic report updates to the City throughout construction. If desired, we do have the ability to provide electronic field notes that can be reviewed daily reports by the community. Our communities can see this at any point from their own APPIA account. MSA will also encourage the timely submittal of payment applications from the contractor and will review and recommend said payment applications to the City. MSA will be available to attend City meetings as requested throughout construction.

Depending on the scope of each project segment, weekly meetings with the contractor and City are sometimes desired. MSA will determine the need for this, and discuss with the City, to determine an action plan for weekly progress meetings.

Project Close-out

The project close-out phase will include completing a preliminary post-construction walk-through noting

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

items that need attention from the contractor. After those items are worked out with the contractor typically a walk-through with the project manager, construction observer and City Staff would be completed. MSA would assist the City in ensuring all punchlist items were addressed by the contractor. MSA would also recommend completing a spring walk-through of projects after they have been through their first winter within the 1-year warranty period.

Phase 4 Deliverables

- Log of daily construction reports.
- Project close out documentation and procedures.
- Record drawings.
- As-built topo of new utilities, if desired for City's GIS system.

SERVICES NOT INCLUDED IN SCOPE

The following services are not included in the scope fee but can be provided if necessary:

1. Right-of-way acquisition.
2. Design of water and sewer utilities.
3. Special assessment schedule.

CITY EXPECTATIONS

MSA intends to have an open flow of communication with the City of Lake Geneva throughout the project. Frequent communication between the City's project manager and the MSA project manager is crucial to meeting the City's expectations and schedule. MSA has the expectations that the City will:

- Participate and provide insight for recommendation of streets to be reconstructed along with various improvements.
- Provide available records relating to existing project conditions.
- Answer clarification questions to aid MSA through the design process.
- Provide payment for permitting fees.
- Provide payment for geotechnical firm to complete soil borings.

Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

SCHEDULE

It is understood that Lake Geneva has a heavy tourist population and limiting public inconvenience while keeping the aesthetic is a known priority. The construction schedule will be highly dependent on which roadways are chosen, the extent of improvements needed, where the roadways are in relation to residential areas, businesses and tourist attraction areas, and the weather.

PHASE	START	COMPLETE
Award & Execute Professional Services Contract	06/28/2021	07/09/2021
Phase 1: Road Evaluation	07/12/2021	08/27/2021
Phase 2: Preliminary Design*	08/30/2021	12/30/2021
Phase 3: Final Design & Bidding	1/3/2022	02/14/2022
Phase 4A: Construction Contract Administration, Submittal Review & Preconstruction Meeting	2/15/2022	04/08/2022
Phase 4B: Construction Work Occurring	04/11/2022	09/16/2022
Phase 4C: Project Close-out	9/19/2022	11/4/2022

**It would be ideal to complete 30% plans prior to finalizing the budget for 2022.*



Lana Kropf, City Clerk
City of Lake Geneva
June 18, 2021

PROJECT COST

PROJECT PHASE	PROFESSIONAL FEES
1 – Road Evaluation	\$2,000.00
2 – Preliminary Design	\$17,000.00
3 – Final Design & Bidding	\$13,000.00
TOTALS – DESIGN PHASE	\$32,000.00
4 – Construction	\$10,000 - \$20,000 Estimated Fee on Time & Material Basis*

*MSA provides construction related services (CRS) and project close-out on a time and material basis. The information with the proposal / RFP cannot fully determine the anticipated time without the opportunity to understand the full scope of the projects that are chosen. Due to the nature of the projects and potential assistance with the DPW, services can range for a street project. MSA will work with staff and make sure we fulfill expectations for CRS.

Sincerely,
MSA Professional Services, Inc.



John Jenkins, PE | Project Manager



Terri Meyerhofer, PE | Lead Project Engineer

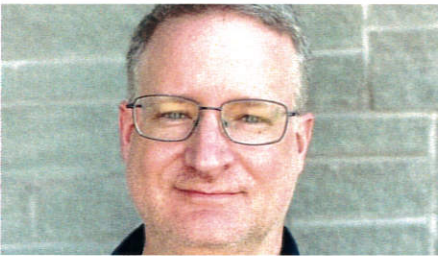
MSA PROFESSIONAL SERVICES, INC.

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of 350+ engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

KEY STAFF

Our team is staffed to handle the needs of your projects. We are a group of experienced transportation and municipal engineers and surveying specialists backed by more than 350 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **Specifically for this project, we have chosen a team that reflects the expected needs, including familiarity with similar-sized projects, and the expertise for the City, as well as a team who has a personal interest in seeing your community thrive.** Below are some of the people you will interact with on your upcoming street improvement projects.



John Jenkins, PE
PROJECT MANAGER

John will provide project leadership and serve as the City's primary point of contact. He has acted as village engineer for multiple municipalities and prepared scopes of work, budgets, construction plans, specifications, bidding documents, and construction estimates. He has also conducted meetings and coordinated project planning with clients, regulatory agencies, and the public. John's work includes the design of streets, storm sewers, designed streets, storm sewers, water mains, sanitary sewers, water distribution systems, stormwater management facilities, grading and erosion control plans. He is also skilled at coordinating construction with municipalities, utilities, contractors, and the public.



Terri Meyerhofer, PE
LEAD PROJECT ENGINEER

Terri provides municipal engineering and construction-related services to clients throughout southeastern Wisconsin. Her organization and attention to detail serves her well during the design phase of a project and in the field during construction. Terri's background includes a strong emphasis in municipal street reconstruction, and in those projects she has been involved in public coordination and outreach; business coordination and outreach; agency coordination; right of way acquisition; utility coordination; permitting; roadway design; public utility design and funding.



Joe DeYoung, PE
TEAM LEADER, QA/QC

Joe serves as engineer of record for numerous communities throughout southern Wisconsin. With an understanding of the opportunities and challenges Wisconsin's communities regularly face, Joe is an experienced team leader with expertise in design and construction inspection of municipal projects, funding opportunities, site plans and subdivision development. He works on all phases of engineering projects, including design, inspection, quality control, layout surveying and construction staking, for both public and private clients. He is skilled in the preparation of construction contract documents including construction plans and specifications.



Brian Huibregtse, PE, PTOE
SR. TRAFFIC ENGINEER

Brian's 17 years of experience has included design, construction and management of projects from scoping through PS&E, such as interchanges, rehabilitations, urban streets and rural highways. Brian excels in environmental documentation, agency coordination, Trans 220 utility coordination, traffic ICE reports, design study reports, TMPs, public involvement, construction staging and PS&E documentation. He also leads MSA's effort on ADA and MUTCD compliance and is extremely familiar with guidelines and requirements for areas within the public right of way.



Jon Goetz
CONSTRUCTION OBSERVATION ENGINEER

Jon provides a wide range of skills, particularly construction observation. Based out of MSA's Milwaukee office, Jon is proficient in AutoCAD, Civil 3D, fire flow testing, construction observation and survey work. His enthusiastic personality and positive attitude make him a pleasure to work with.



Brad Stuczynski, PE,
LEED® AP
UTILITIES ENGINEER

Brad works closely with municipal governments planning, designing, and constructing water, sanitary sewer, and storm sewer infrastructure systems. Since starting at MSA in 2003, he has grown to specialize in potable water supply systems for Wisconsin municipalities. These projects include planning, report writing, estimating, scheduling, coordination with funding programs, as well as fulfilling requirements of state and local governmental review agencies.



Amber Converse
SR. GIS ANALYST

Amber is a geographic information systems (GIS) professional with experience in the application of GIS technologies for support of engineering design/construction projects and information management. She has a strong background in both scientific and engineering projects. Prior to joining MSA, Amber provided spatial data management and support for renewable energy engineering design and construction. Her experience includes map production, database management, GPS and survey support, web-based mapping and spatial modeling with Esri ArcGIS software.



Kevin Lord, PE, PLS, ENV SP
SR. PROJECT SURVEYOR

Having served as project manager on numerous municipal projects, including parking and paving design, Kevin understands the importance of staying within budget and is able to provide clients with guidance, helping them understand the long-term implications and goals of every project. He is familiar with permitting processes, surveying services, including developing transportation project plats, plats of surveys, plats of highways, plats of subdivision, easement surveys, airport surveys, utility surveys and topographic surveys.

AVAILABILITY

Based on our honest commitment to our clients, we immediately establish accountability of all personnel involved in a project's completion. When our team starts a project, we analyze the proposed schedule and compare it to each team member's potential workload. We then obtain commitments from all individuals on the project team to complete the work as identified within the proposed schedule. This approach helps to foster a team mentality and results in personal accountability of all team members involved.

In addition, MSA utilizes a client liaison system, in which a single professional is responsible for all communication with a particular client. This "single-point-of-contact" approach ensures that your community will receive consistent, personalized communication throughout the duration of your project, and well into the future.

ROADWAY DESIGN PROJECTS

JANESVILLE, WI

The City of Janesville has been experiencing a revitalization of their community and investing in a number of infrastructure projects. For over a decade, MSA has provided roadway design services to the City for the majority of their most complex roadway improvements. These designs have ranged from rural-to-urban conversion projects to roadways that run through their historic downtown. The following roadways have been designed by MSA:

***Ruger Avenue, W. Milwaukee Street, Main Street,
Milwaukee Street Bridge, River Road, Rotamer Road,
Morse Street, Deerfield Drive, McCormick Drive***

Due to MSA's diversity of services, our in-house team has provided traffic engineering, landscape architecture, stormwater analysis, water main and sanitary sewer design, utility coordination, environmental services and street lighting design — and for all of these projects, maximizing efficiencies and minimizing design costs. Our team has also completed a number of right-of-way plats for the City that have included both easements and new right of way for the roadway projects. MSA has also then led the acquisition services for the City.

MSA is currently working on the E. Milwaukee Street project for the City that runs within five historic districts and will include streetscaping enhancements and upgraded sidewalks to improve ADA compliance in their downtown. The most recently constructed road project is the Ruger Avenue design that included the conversion of a rural two-lane road to an urban cross section with new bike and pedestrian accommodations. Improvements to crosswalks was a priority to improve access to the adjacent parks.



TASKS	BUDGETED	EXPENDED
Engineering Design	\$364,000	\$364,000

HUBBARD AVENUE RECONSTRUCTION

MIDDLETON, WI

MSA worked with the City of Middleton to complete the design for approximately 1.3 miles of residential urban street reconstruction and incorporate public opinion into the design process. The goals of the project were to address deteriorating street conditions, needed utility improvements and alleviate flooding issues at three intersections.

MSA provided the topographic survey for the project and drew in the project right of way. The survey was tailored to the City's desire to spot repair curb throughout the majority of the project. The design scope included design of storm sewer and of select intersections in order to address flooding issues. The full project limits included design of water main, spot repair of sanitary sewer and design of roadway improvements. The process also involved assisting the City with holding a virtual public information meeting and fielding questions from residents. The challenging part of the design included providing alternate designs for one segment of the project that would add sidewalk while saving trees. The final design in this segment included narrowing the roadway and adding sidewalk, which ended up saving all of the trees in the project corridor. Project work also included assistance with



TASKS	BUDGETED	EXPENDED
Engineering Design	\$59,495	\$59,495
General Fund - Street Construction & Professional Construction Related Services (CRS)*	\$1,465,000	\$1,447,245
Water Utility Construction	\$1,050,000	\$726,677
Sewer Utility Construction	\$400,000	\$296,424
Total	\$2,974,495	\$2,529,843

and organization of the special assessment process. MSA will complete construction-related services for the project, which have begun with construction contract administration and submittal review. Construction will be complete by fall of 2021.

*The City's budget did not separate out the street construction costs from the Professional CRS. The CRS Services are not yet complete. The table reflects total contracted amount for CRS in the "Expended" column.

ON-CALL TRANSPORTATION EXPERIENCE

WISCONSIN DELLS, WI

Wisconsin Dells is very similar to Lake Geneva in being known for its seasonal increase in traffic. The Dells, an area of only approximately 5,000 permanent residents, bursts with over four million visitors annually. For the past decade, MSA has become the City's consultant of choice for a wide range of traffic engineering projects including signal design, circulation studies, roundabout design, public involvement, signal retiming, pedestrian studies, traffic impact analyses and downtown parking analyses.

MSA views our relationship with the City as a mutual partnership, with the goal to enhance the success of the City for those who live and visit the community.

A specific example of our work was the Downtown Alternative Traffic Study (2017-2018). MSA reviewed existing conditions throughout the downtown. Traffic counts were completed that showed during the summer peak, over 20,000 pedestrians and 26,000 vehicles utilize a number of intersections in the core of downtown Wisconsin Dells. The goals of the study were to improve pedestrian accommodations, vehicle progression, parking utilization and improvements to public spaces. Also included was the evaluation of three different circulation alternatives that were intended to spur redevelopment, relieve congestion and expand the downtown area. At the end of the study, MSA provided new traffic signal design plans at a critical intersection.



TASKS	BUDGETED	EXPENDED
Engineering Design	\$105,193	\$104,219
Engineering Construction Related Services (Hourly)	\$89,215	\$89,215
Construction	\$754,050	\$738,420
Total	\$948,457	\$931,853

ROW SIDEWALK RAMP UPGRADES EXPERIENCE

MSA prides itself in providing equal access for all abilities, and as such, takes meeting the Americans with Disabilities Act (ADA) guidelines for sidewalk curb ramps very seriously. **For the City of Janesville, MSA evaluated every intersection for ADA compliance and utilized GIS for management of the improvements. MSA, and Brian Huibregtse, have not only presented this project at local conferences but also have been selected to present at the National APWA conference.** MSA always stresses the importance of upgrading ramps to current ADA guidelines when recommended or required by law. To meet these guidelines, we follow the WisDOT Standard Details, which regularly are updated to stay in compliance with ADA. We also promote these details, as they also factor construction tolerances into their design to give contractors a small level of flexibility during construction to ensure the ramps are built compliant. In our experience, meeting guidelines often means lowering existing sidewalks, which in turn can pose challenges. In some cases, pedestrian curb is required behind the sidewalk, or when unavoidable, temporary easements or construction permits may be needed for grading purposes. The process for obtaining these easements varies by funding type. We are well equipped to assist municipalities with temporary construction easements, permits and exhibits, and if asked, are comfortable approaching property owners to discuss the easements. MSA has internal staff who are passionate about accessibility, have trained our engineers, and have also presented classes at the state and national level on the subject. With our experience, we are positioned to help you make the City of Lake Geneva accessible for all.

WHAT OUR CLIENTS ARE SAYING

Below is contact information for four clients who have worked with members on this project team on similar projects. We encourage you to reach out to them directly for more information about the services we provide and their experience working with us.

JANESVILLE, WI | ROADWAY DESIGN PROJECTS

BRAD REENTS | ASSISTANT CITY ENGINEER

P: (608) 373-6070
E: reentsb@ci.janesville.wi.us

MIDDLETON, WI | HUBBARD AVE. RECONSTRUCTION

RICH WEIHERT | ENGINEERING TECHNICIAN

P: (608) 821-8383
E: rweiher@ci.middleton.wi.us

WISCONSIN DELLS, WI | ON-CALL TRANSPORTATION EXPERIENCE

CHRIS TOLLAKSEN | DPW

P: (608) 253-2542
E: ctollaksen@dellscitygov.com

LAKE GENEVA UTILITY COMMISSION | DODGE TOWER RAISING & SEWER SYSTEM MODELING

JOSH GAJEWSKI | UTILITY DIRECTOR

P: (262) 248-2311 ext. 6115
E: jgajewski@lgutilities.org

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Emma Connell
CC: Neil Waswo, Mike Timmers, Gregory Governatori
Date: May 4, 2021
Re: Pay Request #1 for 2021 Lake Geneva Street Program

A review of the Request for **Payment No. 1** from **Wolf Paving Co., Inc.** for the **2021 Lake Geneva Street Program** construction contract has been completed.

Tom, could you please review this pay request and forward it to City Hall, if you approve.

Payment in the amount of **\$150,963.03** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$158,908.45	\$ 0.00	\$158,908.45
Retainage (5%, until 50% complete)	(\$ 7,945.42)	(\$ 0.00)	(\$ 7,945.42)
Total Approved for Payment	\$150,963.03	\$ 0.00	\$150,963.03

Contract Base Bid, based on plan quantities: \$648,631.82

Please feel free to contact me if you have any questions.

Please send Payment to:

Wolf Paving Co., Inc.
Attn: Jay Trepanier
612 N. Sawyer Road
Oconomowoc, WI 53066

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Emma Connell
CC: Neil Waswo, Mike Timmers, Gregory Governatori
Date: June 8th, 2021
Re: Pay Request #2 for 2021 Lake Geneva Street Program

A review of the Request for **Payment No. 2** from **Wolf Paving Co., Inc.** for the **2021 Lake Geneva Street Program** construction contract has been completed.

Tom, could you please review this pay request and forward it to City Hall, if you approve.

Payment in the amount of **\$357,733.08** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$366,003.46	\$158,908.45	\$524,911.91
Retainage (5%, until 50% complete)	(\$ 8,270.38)	(\$ 7,945.42)	(\$16,215.80)
Total Approved for Payment	\$357,733.08	\$150,963.03	\$508,696.11

Contract Base Bid, based on plan quantities: \$648,631.82

Please feel free to contact me if you have any questions.

Please send Payment to:

Wolf Paving Co., Inc.
Attn: Jay Trepanier
612 N. Sawyer Road
Oconomowoc, WI 53066



Lake Geneva 2021 Street Program - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 2/18/2021, 10am

BASE BID - EDWARDS BLVD											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
201.0110	Clearing	SY	116	\$ 18.00	\$ 2,088.00					0.00	\$ -
201.0120	Clearing (Tree Removal Two Each)	ID	39	\$ 20.00	\$ 780.00					0.00	\$ -
201.0210	Grubbing	SY	116	\$ 2.00	\$ 232.00					0.00	\$ -
201.0220	Grubbing (Tree Removal Two Each)	ID	39	\$ 2.00	\$ 78.00					0.00	\$ -
204.0100	Removing Pavement (Asphalt)	SY	102	\$ 19.00	\$ 1,938.00					0.00	\$ -
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2") (Edwards Blvd)	SY	21484	\$ 1.74	\$ 37,382.16		21,772.85			21,772.85	\$ 37,884.76
204.0120	Removing Asphaltic Surface Milling (Depth 3") (Alleys)	SY	1000	\$ 4.15	\$ 4,150.00					0.00	\$ -
204.0150	Removing Curb & Gutter (includes sawcuts into lane)	LF	1000	\$ 12.00	\$ 12,000.00	1,000.00				1,000.00	\$ 12,000.00
204.0155	Remove Concrete Sidewalk	SY	62	\$ 36.00	\$ 2,232.00	49.50				49.50	\$ 1,782.00
205.0100	Excavation Common	CY	650	\$ 25.00	\$ 16,250.00	350.00	333.00			683.00	\$ 17,075.00
205.0100.1	Excavation-EBS-Undistributed	CY	175	\$ 30.00	\$ 5,250.00					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	756	\$ 20.00	\$ 15,120.00	690.81				690.81	\$ 13,816.20
311.0110	Breaker Run-Undistributed (Alleys)	TON	133	\$ 25.00	\$ 3,325.00					0.00	\$ -
416.0180	Concrete Driveway 8-Inch	SY	102	\$ 67.50	\$ 6,885.00	102.00				102.00	\$ 6,885.00
460.5224.01	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (2" Overlay on Bike Path)	TON	516	\$ 74.00	\$ 38,184.00		588.03			588.03	\$ 43,514.22
460.5224.02	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (Alleys)	TON	173	\$ 83.93	\$ 14,519.89					0.00	\$ -
460.6224	HMA Pavement Type 4 MT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (Edwards Blvd)	TON	2471	\$ 63.00	\$ 155,673.00		3,074.23			3,074.23	\$ 193,676.49
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	1000	\$ 32.00	\$ 32,000.00	1,000.00				1,000.00	\$ 32,000.00
602.0405	Concrete Sidewalk 4-Inch	SF	18367	\$ 3.75	\$ 68,876.25	18,367.00				18,367.00	\$ 68,876.25
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	230	\$ 30.00	\$ 6,900.00	283.70				283.70	\$ 8,511.00
611.8110	Adjusting Manhole Covers	EACH	16	\$ 735.00	\$ 11,760.00					0.00	\$ -
628.7020	Inlet Protection Type D	EACH	42	\$ 98.00	\$ 4,116.00	60.00				60.00	\$ 5,880.00
646.1020.01	Marking Line Epoxy 4-Inch (White)	LF	4572	\$ 0.48	\$ 2,194.56		3,781.00			3,781.00	\$ 1,814.88
646.1020.02	Marking Line Epoxy 4-Inch (Yellow)	LF	33782	\$ 0.48	\$ 16,215.36		12,104.00			12,104.00	\$ 5,809.92
646.3020.01	Marking Line Epoxy 8-Inch (White)	LF	1281	\$ 0.75	\$ 960.75		1,392.20			1,392.20	\$ 1,044.15
646.3020.02	Marking Line Epoxy 8-Inch Diagonal (Yellow)	LF	1000	\$ 10.25	\$ 10,250.00		899.00			899.00	\$ 9,214.75
646.5020.02	Epoxy Arrow (left)	EACH	9	\$ 280.00	\$ 2,520.00		10.00			10.00	\$ 2,800.00
646.5020.03	Epoxy Arrow (right)	EACH	10	\$ 280.00	\$ 2,800.00		10.00			10.00	\$ 2,800.00
646.5120	Marking Word Epoxy "ONLY"	EACH	17	\$ 325.00	\$ 5,525.00		17.00			17.00	\$ 5,525.00
646.6120	Marking Stop Line Epoxy 18-inch	LF	19	\$ 16.25	\$ 308.75		18.00			18.00	\$ 292.50
646.7420	Marking Crosswalk Epoxy 6-inch	LF	945	\$ 8.50	\$ 8,032.50		733.00			733.00	\$ 6,230.50
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$ 155.00	\$ 155.00					0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$ 9,200.00	\$ 9,200.00					0.00	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140) and Erosion Control Matting (Class I Type A)	SY	5100	\$ 5.35	\$ 27,285.00		8,205.40			8,205.40	\$ 43,898.89
BASE BID SUBTOTAL				\$525,186.22		Subtotal, Base Bid - Paid to Date				\$ 521,331.51	
Subtotal \$ per Estimate - Base Bid						\$ 158,500.45	\$ 362,831.06	\$ -	\$ -		

ADDITIONAL BID - SNAKE ROAD											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
201.0110	Clearing	SY	1020	\$ 4.00	\$ 4,080.00		793.10			793.10	\$ 3,172.40
201.0210	Grubbing	SY	1020	\$ 2.00	\$ 2,040.00					0.00	\$ -
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	2000	\$ 2.18	\$ 4,360.00					0.00	\$ -
204.0150	Removing Curb & Gutter	LF	10	\$ 9.80	\$ 98.00					0.00	\$ -
205.0100	Excavation Common	CY	75	\$ 29.60	\$ 2,220.00					0.00	\$ -
305.0115	Base Aggregate Dense 3/4-Inch	TON	35	\$ 45.70	\$ 1,599.50					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	90	\$ 27.15	\$ 2,443.50					0.00	\$ -
311.0110	Breaker Run-Undistributed	TON	290	\$ 29.85	\$ 8,656.50					0.00	\$ -
416.1010	Concrete Surface Drains	CY	2	\$ 1,200.00	\$ 2,400.00					0.00	\$ -
460.5224	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic mater	TON	240	\$ 73.54	\$ 17,649.60					0.00	\$ -
465.0315	Asphaltic Flumes	SY	6	\$ 310.00	\$ 1,860.00					0.00	\$ -
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1	\$ 920.00	\$ 920.00					0.00	\$ -
522.1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH	1	\$ 975.00	\$ 975.00					0.00	\$ -
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	560	\$ 23.30	\$ 13,048.00					0.00	\$ -
606.0200	Medium Riprap	CY	2	\$ 120.00	\$ 240.00					0.00	\$ -
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	505	\$ 65.90	\$ 33,279.50					0.00	\$ -
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	70	\$ 72.20	\$ 5,054.00					0.00	\$ -
611.0600	Inlet Covers Type A: R-3067-L	EACH	3	\$ 545.00	\$ 1,635.00					0.00	\$ -
611.0624	Inlet Covers Type H: R-3067-L	EACH	3	\$ 545.00	\$ 1,635.00					0.00	\$ -
611.1230	Catch Basins 2x3-FT	EACH	3	\$ 1,695.00	\$ 5,085.00					0.00	\$ -
611.3003	Inlets 3-FT Diameter	EACH	3	\$ 1,425.00	\$ 4,275.00					0.00	\$ -
611.8110	Adjusting Manhole Covers - Sanitary	EACH	1	\$ 735.00	\$ 735.00					0.00	\$ -
628.1504	Silt Fence	LF	100	\$ 3.00	\$ 300.00	136.00				136.00	\$ 408.00
628.2004	Erosion Mat Class I Type B	SY	1020	\$ 1.20	\$ 1,224.00					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	6	\$ 60.00	\$ 360.00					0.00	\$ -
645.0120	Geotextile Type HR	SY	5	\$ 8.00	\$ 40.00					0.00	\$ -
645.0220	Geogrid Type SR	SY	400	\$ 5.00	\$ 2,000.00					0.00	\$ -
690.0150	Sawing Asphalt	LF	800	\$ 1.25	\$ 1,000.00					0.00	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.020	SY	1020	\$ 4.15	\$ 4,233.00					0.00	\$ -
ADDITIONAL BID SUBTOTAL				\$123,445.60		Subtotal, Additional Bid - Paid to Date				\$3,580.40	
Subtotal \$ per Estimate - Base Bid						\$ 408.00	\$ 3,172.40	\$ -	\$ -		
Subtotal \$ Paid per Estimate						\$ 158,908.45	\$ 366,003.46	\$ -	\$ -		
Retainage Held per Estimate						\$ (7,945.42)	\$ (8,270.38)				
Total Paid per Estimate						\$ 150,963.03	\$ 357,733.08	\$ -	\$ -		
TOTAL BASE BID + ALL ADD'L BIDS:				\$648,631.82		TOTAL - Paid to Date				\$ 524,911.91	
						Less Retainage Held				\$ (16,215.80)	
TOTAL BASE BID + ALL ADD'L BIDS - Paid to Date, Less Retainage										\$ 508,696.11	

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Emma Connell
CC: Neil Waswo, Mike Timmers, Gregory Governatori
Date: June 8th, 2021
Re: Pay Request #2 for 2021 Lake Geneva Street Program

A review of the Request for **Payment No. 2** from **Wolf Paving Co., Inc.** for the **2021 Lake Geneva Street Program** construction contract has been completed.

Tom, could you please review this pay request and forward it to City Hall, if you approve.

Payment in the amount of **\$357,733.08** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$366,003.46	\$158,908.45	\$524,911.91
Retainage (5%, until 50% complete)	(\$ 8,270.38)	(\$ 7,945.42)	(\$16,215.80)
Total Approved for Payment	\$357,733.08	\$150,963.03	\$508,696.11

Contract Base Bid, based on plan quantities: \$648,631.82

Please feel free to contact me if you have any questions.

Please send Payment to:

Wolf Paving Co., Inc.
Attn: Jay Trepanier
612 N. Sawyer Road
Oconomowoc, WI 53066



Lake Geneva 2021 Street Program - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 2/18/2021, 10am

BASE BID - EDWARDS BLVD											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
201.0110	Clearing	SY	116	\$ 18.00	\$ 2,088.00					0.00	\$ -
201.0120	Clearing (Tree Removal Two Each)	ID	39	\$ 20.00	\$ 780.00					0.00	\$ -
201.0210	Grubbing	SY	116	\$ 2.00	\$ 232.00					0.00	\$ -
201.0220	Grubbing (Tree Removal Two Each)	ID	39	\$ 2.00	\$ 78.00					0.00	\$ -
204.0100	Removing Pavement (Asphalt)	SY	102	\$ 19.00	\$ 1,938.00					0.00	\$ -
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2") (Edwards Blvd)	SY	21484	\$ 1.74	\$ 37,382.16		21,772.85			21,772.85	\$ 37,884.76
204.0120	Removing Asphaltic Surface Milling (Depth 3") (Alleys)	SY	1000	\$ 4.15	\$ 4,150.00					0.00	\$ -
204.0150	Removing Curb & Gutter (includes sawcuts into lane)	LF	1000	\$ 12.00	\$ 12,000.00	1,000.00				1,000.00	\$ 12,000.00
204.0155	Remove Concrete Sidewalk	SY	62	\$ 36.00	\$ 2,232.00	49.50				49.50	\$ 1,782.00
205.0100	Excavation Common	CY	650	\$ 25.00	\$ 16,250.00	350.00	333.00			683.00	\$ 17,075.00
205.0100.1	Excavation-EBS-Undistributed	CY	175	\$ 30.00	\$ 5,250.00					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	756	\$ 20.00	\$ 15,120.00	690.81				690.81	\$ 13,816.20
311.0110	Breaker Run-Undistributed (Alleys)	TON	133	\$ 25.00	\$ 3,325.00					0.00	\$ -
416.0180	Concrete Driveway 8-Inch	SY	102	\$ 67.50	\$ 6,885.00	102.00				102.00	\$ 6,885.00
460.5224.01	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (2" Overlay on Bike Path)	TON	516	\$ 74.00	\$ 38,184.00		588.03			588.03	\$ 43,514.22
460.5224.02	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (Alleys)	TON	173	\$ 83.93	\$ 14,519.89					0.00	\$ -
460.6224	HMA Pavement Type 4 MT 58-28 S (460.6223), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). (Edwards Blvd)	TON	2471	\$ 63.00	\$ 155,673.00		3,074.23			3,074.23	\$ 193,676.49
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	1000	\$ 32.00	\$ 32,000.00	1,000.00				1,000.00	\$ 32,000.00
602.0405	Concrete Sidewalk 4-Inch	SF	18367	\$ 3.75	\$ 68,876.25	18,367.00				18,367.00	\$ 68,876.25
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	230	\$ 30.00	\$ 6,900.00	283.70				283.70	\$ 8,511.00
611.8110	Adjusting Manhole Covers	EACH	16	\$ 735.00	\$ 11,760.00					0.00	\$ -
628.7020	Inlet Protection Type D	EACH	42	\$ 98.00	\$ 4,116.00	60.00				60.00	\$ 5,880.00
646.1020.01	Marking Line Epoxy 4-Inch (White)	LF	4572	\$ 0.48	\$ 2,194.56		3,781.00			3,781.00	\$ 1,814.88
646.1020.02	Marking Line Epoxy 4-Inch (Yellow)	LF	33782	\$ 0.48	\$ 16,215.36		12,104.00			12,104.00	\$ 5,809.92
646.3020.01	Marking Line Epoxy 8-Inch (White)	LF	1281	\$ 0.75	\$ 960.75		1,392.20			1,392.20	\$ 1,044.15
646.3020.02	Marking Line Epoxy 8-Inch Diagonal (Yellow)	LF	1000	\$ 10.25	\$ 10,250.00		899.00			899.00	\$ 9,214.75
646.5020.02	Epoxy Arrow (left)	EACH	9	\$ 280.00	\$ 2,520.00		10.00			10.00	\$ 2,800.00
646.5020.03	Epoxy Arrow (right)	EACH	10	\$ 280.00	\$ 2,800.00		10.00			10.00	\$ 2,800.00
646.5120	Marking Word Epoxy "ONLY"	EACH	17	\$ 325.00	\$ 5,525.00		17.00			17.00	\$ 5,525.00
646.6120	Marking Stop Line Epoxy 18-inch	LF	19	\$ 16.25	\$ 308.75		18.00			18.00	\$ 292.50
646.7420	Marking Crosswalk Epoxy 6-inch	LF	945	\$ 8.50	\$ 8,032.50		733.00			733.00	\$ 6,230.50
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$ 155.00	\$ 155.00					0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$ 9,200.00	\$ 9,200.00					0.00	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140) and Erosion Control Matting (Class I Type A)	SY	5100	\$ 5.35	\$ 27,285.00		8,205.40			8,205.40	\$ 43,898.89
BASE BID SUBTOTAL					\$525,186.22	Subtotal, Base Bid - Paid to Date				\$ 521,331.51	
Subtotal \$ per Estimate - Base Bid						\$ 158,500.45	\$ 362,831.06	\$ -	\$ -		

ADDITIONAL BID - SNAKE ROAD											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
201.0110	Clearing	SY	1020	\$ 4.00	\$ 4,080.00		793.10			793.10	\$ 3,172.40
201.0210	Grubbing	SY	1020	\$ 2.00	\$ 2,040.00					0.00	\$ -
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	2000	\$ 2.18	\$ 4,360.00					0.00	\$ -
204.0150	Removing Curb & Gutter	LF	10	\$ 9.80	\$ 98.00					0.00	\$ -
205.0100	Excavation Common	CY	75	\$ 29.60	\$ 2,220.00					0.00	\$ -
305.0115	Base Aggregate Dense 3/4-Inch	TON	35	\$ 45.70	\$ 1,599.50					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	90	\$ 27.15	\$ 2,443.50					0.00	\$ -
311.0110	Breaker Run-Undistributed	TON	290	\$ 29.85	\$ 8,656.50					0.00	\$ -
416.1010	Concrete Surface Drains	CY	2	\$ 1,200.00	\$ 2,400.00					0.00	\$ -
460.5224	HMA Pavement Type 4 LT 58-28 S (460.6223), Item also includes asphaltic mater	TON	240	\$ 73.54	\$ 17,649.60					0.00	\$ -
465.0315	Asphaltic Flumes	SY	6	\$ 310.00	\$ 1,860.00					0.00	\$ -
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	1	\$ 920.00	\$ 920.00					0.00	\$ -
522.1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH	1	\$ 975.00	\$ 975.00					0.00	\$ -
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	560	\$ 23.30	\$ 13,048.00					0.00	\$ -
606.0200	Medium Riprap	CY	2	\$ 120.00	\$ 240.00					0.00	\$ -
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	505	\$ 65.90	\$ 33,279.50					0.00	\$ -
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	70	\$ 72.20	\$ 5,054.00					0.00	\$ -
611.0600	Inlet Covers Type A: R-3067-L	EACH	3	\$ 545.00	\$ 1,635.00					0.00	\$ -
611.0624	Inlet Covers Type H: R-3067-L	EACH	3	\$ 545.00	\$ 1,635.00					0.00	\$ -
611.1230	Catch Basins 2x3-FT	EACH	3	\$ 1,695.00	\$ 5,085.00					0.00	\$ -
611.3003	Inlets 3-FT Diameter	EACH	3	\$ 1,425.00	\$ 4,275.00					0.00	\$ -
611.8110	Adjusting Manhole Covers - Sanitary	EACH	1	\$ 735.00	\$ 735.00					0.00	\$ -
628.1504	Silt Fence	LF	100	\$ 3.00	\$ 300.00	136.00				136.00	\$ 408.00
628.2004	Erosion Mat Class I Type B	SY	1020	\$ 1.20	\$ 1,224.00					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	6	\$ 60.00	\$ 360.00					0.00	\$ -
645.0120	Geotextile Type HR	SY	5	\$ 8.00	\$ 40.00					0.00	\$ -
645.0220	Geogrid Type SR	SY	400	\$ 5.00	\$ 2,000.00					0.00	\$ -
690.0150	Sawing Asphalt	LF	800	\$ 1.25	\$ 1,000.00					0.00	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.020	SY	1020	\$ 4.15	\$ 4,233.00					0.00	\$ -
ADDITIONAL BID SUBTOTAL				\$123,445.60		Subtotal, Additional Bid - Paid to Date				\$3,580.40	
Subtotal \$ per Estimate - Base Bid						\$ 408.00	\$ 3,172.40	\$ -	\$ -		
Subtotal \$ Paid per Estimate						\$ 158,908.45	\$ 366,003.46	\$ -	\$ -		
Retainage Held per Estimate						\$ (7,945.42)	\$ (8,270.38)				
Total Paid per Estimate						\$ 150,963.03	\$ 357,733.08	\$ -	\$ -		
TOTAL BASE BID + ALL ADD'L BIDS:				\$648,631.82		TOTAL - Paid to Date				\$ 524,911.91	
						Less Retainage Held				\$ (16,215.80)	
TOTAL BASE BID + ALL ADD'L BIDS - Paid to Date, Less Retainage										\$ 508,696.11	

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Luke Podella
CC: Neil Waswo, Mike Timmers, Gregory Governatori
Date: May 17, 2021
Re: Pay Request #3 for 2020 Lake Geneva Street Program

A review of the Request for **Payment No. 3** from **Payne & Dolan, Inc.** for the **2020 Lake Geneva Street Program** construction contract has been completed.

Tom, could you please review this pay request and forward it to City Hall, if you approve.

Payment in the amount of **\$14,865.13** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$17,365.13	\$ 570,034.45	\$572,084.45
Retainage (5%, until 50% complete)	(\$ 2,500.00)	(\$ 15,315.13)	(\$ 0.00)
Total Approved for Payment	\$14,865.13	\$ 554,719.32	\$572,084.45

Contract Base Bid, based on plan quantities: \$612,605.28

Please feel free to contact me if you have any questions.

Please send Payment to:

Payne & Dolan, Inc.
P.O. Box 781
Waukesha, WI 53187-0781



KAPUR & ASSOCIATES, INC.

2020 LAKE GENEVA STREET PROGRAM - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin

Bid Opening: June 25th, 2020, 10am CST

PAYMENT TAB, DATED:

12/14/2020

1/10/2021

BASE BID - SAGE STREET:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0100	Removing Pavement (Concrete Driveway)	SY	30	\$27.00	\$ 810.00		55.40			55.40	\$ 1,495.80
204.0110	Removing Asphaltic Surface (Driveway)	SY	46	\$9.00	\$ 414.00	41.25				41.25	\$ 371.25
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	9300	\$1.96	\$ 18,228.00	8946.57				8946.57	\$ 17,535.28
204.0150	Removing Curb & Gutter	LF	875	\$11.50	\$ 10,062.50	996.00				996.00	\$ 11,454.00
204.0155	Removing Concrete Sidewalk	SY	300	\$20.50	\$ 6,150.00	321.16				321.16	\$ 6,583.80
204.0210	Removing Manholes (Storm)	EACH	2	\$1,200.00	\$ 2,400.00	3.00				3.00	\$ 3,600.00
204.0220	Removing Inlets	EACH	1	\$950.00	\$ 950.00	1.00				1.00	\$ 950.00
205.0100	Excavation Common	CY	110	\$30.00	\$ 3,300.00		110.00			110.00	\$ 3,300.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	150	\$25.00	\$ 3,750.00		149.81			149.81	\$ 3,745.25
416.0160	Concrete Driveway 6-Inch	SY	8	\$60.00	\$ 480.00		17.79			17.79	\$ 1,067.40
416.0180	Concrete Driveway 8-Inch	SY	38	\$63.00	\$ 2,394.00		37.50			37.50	\$ 2,362.50
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	1120	\$67.74	\$ 75,868.80	1153.33				1153.33	\$ 78,126.57
465.0120	Asphaltic Surface Driveways	TON	10	\$119.41	\$ 1,194.10	10.00				10.00	\$ 1,194.10
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	655	\$35.50	\$ 23,252.50	849.50				849.50	\$ 30,157.25
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	195	\$36.35	\$ 7,088.25	125.50				125.50	\$ 4,561.93
601.0600	Concrete Curb Pedestrian	LF	115	\$30.00	\$ 3,450.00	91.50				91.50	\$ 2,745.00
602.0405	Concrete Sidewalk 4-Inch	SF	2750	\$7.75	\$ 21,312.50	2890.45				2890.45	\$ 22,400.99
602.1500	Concrete Steps	SF	30	\$45.00	\$ 1,350.00	16.00				16.00	\$ 720.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	204	\$35.00	\$ 7,140.00	186.00				186.00	\$ 6,510.00
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	8	\$205.00	\$ 1,640.00	25.00				25.00	\$ 5,125.00
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	16	\$212.00	\$ 3,392.00	16.00				16.00	\$ 3,392.00
611.0612	Inlet Cover Type C	EACH	2	\$608.00	\$ 1,216.00	2.00				2.00	\$ 1,216.00
611.2004	Manholes 4-FT Diameter	EACH	2	\$3,300.00	\$ 6,600.00	3.00				3.00	\$ 9,900.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	25	\$54.63	\$ 1,365.75	3.00				3.00	\$ 163.89
611.8115	Adjusting Inlet Covers (Undistributed)	EACH	7	\$425.00	\$ 2,975.00	6.00				6.00	\$ 2,550.00
628.7010	Inlet Protection Type B	EACH	4	\$45.00	\$ 180.00	4.00				4.00	\$ 180.00
628.7015	Inlet Protection Type C	EACH	17	\$55.00	\$ 935.00	14.00				14.00	\$ 770.00
646.6120	Marking Stop Line Epoxy 18-inch	LF	160	\$15.50	\$ 2,480.00	165.80				165.80	\$ 2,569.90
646.7420	Marking Crosswalk Epoxy Transverse Line 6-inch	LF	1000	\$13.50	\$ 13,500.00	967.80				967.80	\$ 13,065.30
690.0150	Sawing Asphalt	LF	90	\$1.75	\$ 157.50	105.00	32.00			137.00	\$ 239.75
690.0250	Sawing Concrete	LF	135	\$2.25	\$ 303.75		535.00			535.00	\$ 1,203.75
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	6	\$32.78	\$ 196.68	2.00				2.00	\$ 65.56
SPV.0105.01	Traffic Control	LS	1	\$7,231.73	\$ 7,231.73	1.00				1.00	\$ 7,231.73
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	510	\$10.50	\$ 5,355.00	960.39				960.39	\$ 10,084.10
SUBTOTAL SAGE ST: \$ 237,123.06						Subtotal, Base Bid Sage Street - Paid to Date				\$ 256,638.09	
Subtotal \$ per Estimate - Sage St.						\$ 243,407.39	\$ 13,230.70	\$ -	\$ -		

BASE BID - HORACE STREET:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0110	Removing Asphaltic Surface (Driveway)	SY	6	\$9.00	\$ 54.00	5.67				5.67	\$ 51.03
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1080	\$2.09	\$ 2,257.20	1042.33				1042.33	\$ 2,178.47
204.0150	Removing Curb & Gutter	LF	126	\$11.50	\$ 1,449.00	110.50				110.50	\$ 1,270.75
204.0155	Removing Concrete Sidewalk	SY	26	\$20.50	\$ 533.00	26.00				26.00	\$ 533.00
205.0100	Excavation Common	CY	10	\$30.00	\$ 300.00	10.00				10.00	\$ 300.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	17	\$17.00	\$ 289.00		17.00			17.00	\$ 289.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	130	\$64.89	\$ 8,435.70	128.00				128.00	\$ 8,305.92
465.0120	Asphaltic Surface Driveways	TON	2	\$161.45	\$ 322.90	2.00				2.00	\$ 322.90
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	47	\$35.50	\$ 1,668.50	68.00				68.00	\$ 2,414.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	79	\$36.35	\$ 2,871.65	42.50				42.50	\$ 1,544.88
602.0405	Concrete Sidewalk 4-Inch	SF	275	\$7.75	\$ 2,131.25	234.00				234.00	\$ 1,813.50
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	20	\$35.00	\$ 700.00	16.00				16.00	\$ 560.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	1	\$54.63	\$ 54.63					0.00	\$ -
611.8115	Adjusting Inlet Covers (Undistributed)	EACH	2	\$425.00	\$ 850.00	2.00				2.00	\$ 850.00
628.7015	Inlet Protection Type C	EACH	5	\$55.00	\$ 275.00	2.00				2.00	\$ 110.00
690.0150	Sawing Asphalt	LF	17	\$1.75	\$ 29.75	17.00	6.00			23.00	\$ 40.25
SPV.0105.01	Traffic Control	LS	1	\$2,781.78	\$ 2,781.78	1.00				1.00	\$ 2,781.78
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	35	\$10.50	\$ 367.50	53.94				53.94	\$ 566.37
SUBTOTAL HORACE ST:					\$ 25,370.86	Subtotal, Base Bid Horace Street - Paid to Date				\$ 23,931.84	
Subtotal \$ per Estimate - Horace St.						\$ 23,632.34	\$ 299.50	\$ -	\$ -		

BASE BID - CAREY STREET:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0110	Removing Asphaltic Surface (Driveway & Roadway)	SY	175	\$9.00	\$ 1,575.00		155.00			155.00	\$ 1,395.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	350	\$2.70	\$ 945.00	504.44				504.44	\$ 1,361.99
204.0150	Removing Curb & Gutter	LF	305	\$11.50	\$ 3,507.50	297.00				297.00	\$ 3,415.50
205.0100	Excavation Common	CY	15	\$30.00	\$ 450.00	15.00				15.00	\$ 450.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	30	\$17.00	\$ 510.00	30.00				30.00	\$ 510.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	40	\$89.09	\$ 3,563.60	44.43				44.43	\$ 3,958.27
465.0120	Asphaltic Surface Driveways	TON	40	\$149.29	\$ 5,971.60	49.45				49.45	\$ 7,382.39
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	305	\$35.50	\$ 10,827.50	297.00				297.00	\$ 10,543.50
611.8115	Adjusting Inlet Covers (Undistributed)	EACH	1	\$525.00	\$ 525.00					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	2	\$55.00	\$ 110.00	2.00				2.00	\$ 110.00
690.0150	Sawing Asphalt	LF	600	\$1.75	\$ 1,050.00	564.00	8.00			572.00	\$ 1,001.00
SPV.0105.01	Traffic Control	LS	1	\$2,781.78	\$ 2,781.78	1.00				1.00	\$ 2,781.78
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	10	\$10.50	\$ 105.00	10.67				10.67	\$ 112.04
SUBTOTAL CAREY ST:					\$ 31,921.98	Subtotal, Base Bid Carey Street - Paid to Date				\$ 33,021.46	
Subtotal \$ per Estimate - Carey St.						\$ 31,612.46	\$ 1,409.00	\$ -	\$ -		

BASE BID - HEATHER CIRCLE:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1100	\$1.93	\$ 2,123.00	1100.00				1100.00	\$ 2,123.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	130	\$67.36	\$ 8,756.80	128.97				128.97	\$ 8,687.42
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	2	\$54.63	\$ 109.26					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	4	\$55.00	\$ 220.00	4.00				4.00	\$ 220.00
SPV.0105.01	Traffic Control	LS	1	\$1,248.41	\$ 1,248.41	1.00				1.00	\$ 1,248.41
SUBTOTAL HEATHER CIR:					\$ 12,457.47	Subtotal, Base Bid Heather Circle - Paid to Date				\$ 12,278.83	
Subtotal \$ per Estimate - Heather Cir.						\$ 12,278.83	\$ -	\$ -	\$ -		

BASE BID - ANDRIA DRIVE:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1700	\$2.66	\$ 4,522.00	1588.11				1588.11	\$ 4,224.37
204.0155	Removing Concrete Sidewalk	SY	23	\$20.50	\$ 471.50	31.77				31.77	\$ 651.29
205.0100	Excavation Common	CY	3	\$30.00	\$ 90.00	3.00				3.00	\$ 90.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	6	\$17.00	\$ 102.00	6.00				6.00	\$ 102.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	205	\$66.75	\$ 13,683.75	201.50				201.50	\$ 13,450.13
602.0405	Concrete Sidewalk 4-Inch	SF	210	\$7.75	\$ 1,627.50	285.90				285.90	\$ 2,215.73
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	32	\$35.00	\$ 1,120.00	32.00				32.00	\$ 1,120.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	2	\$54.63	\$ 109.26					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	5	\$55.00	\$ 275.00	5.00				5.00	\$ 275.00
690.0150	Sawing Asphalt	LF	17	\$1.75	\$ 29.75					0.00	\$ -
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	3	\$32.77	\$ 98.31	1.00				1.00	\$ 32.77
SPV.0105.01	Traffic Control	LS	1	\$2,574.09	\$ 2,574.09	1.00				1.00	\$ 2,574.09
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$10.50	\$ 210.00	26.67				26.67	\$ 280.04
SUBTOTAL ANDRIA DR:					\$ 24,913.16	Subtotal, Base Bid Andria Drive - Paid to Date				\$ 25,015.40	
Subtotal \$ per Estimate - Andria Dr.						\$ 25,015.40	\$ -	\$ -	\$ -		

BASE BID - MAYTAG ROAD:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	3000	\$1.89	\$ 5,670.00	3000.00				3000.00	\$ 5,670.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	350	\$67.56	\$ 23,646.00	328.60				328.60	\$ 22,200.22
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	6	\$54.63	\$ 327.78					0.00	\$ -
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	1	\$32.78	\$ 32.78	1.00				1.00	\$ 32.78
SPV.0105.01	Traffic Control	LS	1	\$2,476.57	\$ 2,476.57	1.00				1.00	\$ 2,476.57
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	120	\$10.50	\$ 1,260.00	199.61				199.61	\$ 2,095.91
SUBTOTAL MAYTAG RD:					\$ 33,413.13	Subtotal, Base Bid Maytag Road - Paid to Date				\$ 32,475.47	
Subtotal \$ per Estimate - Maytag Rd.						\$ 32,475.47	\$ -	\$ -	\$ -		

BASE BID - ALLEY DODGE STREET-NORTH STREET:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0100	Removing Pavement (Concrete Driveway)	SY	15	\$27.00	\$ 405.00	65.66				65.66	\$ 1,772.82
204.0120	Removing Asphaltic Surface Milling (Partial Depth 3")	SY	760	\$4.08	\$ 3,100.80	790.00				790.00	\$ 3,223.20
204.0150	Removing Curb & Gutter	LF	70	\$11.50	\$ 805.00	68.50				68.50	\$ 787.75
204.0155	Removing Concrete Sidewalk	SY	8	\$20.50	\$ 164.00		4.44			4.44	\$ 91.02
205.0100	Excavation Common	CY	12	\$30.00	\$ 360.00	12.00				12.00	\$ 360.00
205.0100	Excavation Common - EBS	CY	120	\$24.03	\$ 2,883.60	9.30				9.30	\$ 223.48
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	240	\$25.00	\$ 6,000.00		57.49			57.49	\$ 1,437.25
416.0180	Concrete Driveway 8-Inch	SY	65	\$63.00	\$ 4,095.00	65.66				65.66	\$ 4,136.58
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	140	\$74.69	\$ 10,456.60	138.00				138.00	\$ 10,307.22
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	58	\$35.50	\$ 2,059.00		70.50			70.50	\$ 2,502.75
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	1	\$54.63	\$ 54.63	1.00				1.00	\$ 54.63
SPV.0105.01	Traffic Control	LS	1	\$3,952.14	\$ 3,952.14	1.00				1.00	\$ 3,952.14
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	70	\$10.50	\$ 735.00	36.44				36.44	\$ 382.62
SUBTOTAL ALLEY DODGE ST-NORTH ST: \$ 35,070.77						Subtotal, Base Bid Alley Dodge Street - North Street - Paid to Date				\$ 29,231.46	
Subtotal \$ per Estimate - Alley Dodge St.-North St.						\$ 25,200.44	\$ 4,031.02	\$ -	\$ -		
BASE BID - ALLEY COOK STREET-BROAD STREET:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 3")	SY	560	\$3.62	\$ 2,027.20	486.11				486.11	\$ 1,759.72
204.0155	Removing Concrete Sidewalk	SY	6	\$20.50	\$ 123.00	6.00				6.00	\$ 123.00
205.0100	Excavation Common - EBS	CY	90	\$24.03	\$ 2,162.70					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	180	\$25.00	\$ 4,500.00		39.21			39.21	\$ 980.25
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	100	\$74.75	\$ 7,475.00	90.00				90.00	\$ 6,727.50
SPV.0105.01	Traffic Control	LS	1	\$3,902.85	\$ 3,902.85	1.00				1.00	\$ 3,902.85
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$10.50	\$ 210.00	4.44				4.44	\$ 46.62
SUBTOTAL ALLEY COOK ST-BROAD ST: \$ 20,400.75						Subtotal, Base - Paid to Date				\$ 13,539.94	
Subtotal \$ per Estimate - Alley Cook St. - Broad St.						\$ 12,559.69	\$ 980.25	\$ -	\$ -		

BASE BID - ALLEY PATCH:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 3")	SY	80	\$14.30	\$ 1,144.00	78.33				78.33	\$ 1,120.12
205.0100	Excavation Common - EBS	CY	40	\$24.02	\$ 960.80					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	80	\$22.23	\$ 1,778.40		38.03			38.03	\$ 845.41
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	14	\$123.97	\$ 1,735.58	14.00				14.00	\$ 1,735.58
SPV.0105.01	Traffic Control	LS	1	\$1,544.55	\$ 1,544.55	1.00				1.00	\$ 1,544.55
SUBTOTAL ALLEY PATCH:					\$ 7,163.33	Subtotal, Base - Paid to Date				\$ 5,245.66	
Subtotal \$ per Estimate - Alley Patch						\$ 4,400.25	\$ 845.41	\$ -	\$ -		

BASE BID - PEDESTRIAN PATH (TOWNLIN ROAD):

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0155	Removing Concrete Sidewalk	SY	6	\$20.50	\$ 123.00	5.50				5.50	\$ 112.75
205.0100	Excavation Common	CY	600	\$30.05	\$ 18,030.00	12.00				12.00	\$ 360.60
205.0100	Excavation Common - EBS	CY	360	\$28.44	\$ 10,238.40					0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	1500	\$19.38	\$ 29,070.00	63.67	19.01			82.68	\$ 1,602.34
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	370	\$72.41	\$ 26,791.70	396.22				396.22	\$ 28,690.29
602.0405	Concrete Sidewalk 4-Inch	SF	72	\$7.75	\$ 558.00	49.00				49.00	\$ 379.75
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	20	\$35.00	\$ 700.00	16.00				16.00	\$ 560.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	1	\$54.63	\$ 54.63	1.00				1.00	\$ 54.63
628.1504	Silt Fence	LF	1480	\$1.50	\$ 2,220.00					0.00	\$ -
646.7420	Marking Crosswalk Epoxy Transverse Line 6-inch	LF	280	\$13.50	\$ 3,780.00	331.20				331.20	\$ 4,471.20
646.9000	Marking Removal Line 4-Inch	LF	90	\$3.00	\$ 270.00	84.00				84.00	\$ 252.00
690.0150	Sawing Asphalt	LF	280	\$1.75	\$ 490.00	318.00				318.00	\$ 556.50
SPV.0105.01	Traffic Control	LS	1	\$5,798.64	\$ 5,798.64	1.00				1.00	\$ 5,798.64
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	1050	\$10.50	\$ 11,025.00	830.33				830.33	\$ 8,718.47
SUBTOTAL PEDESTRIAN PATH:					\$ 109,149.37	Subtotal, Pedestrian Path - Paid to Date				\$ 51,557.16	
Subtotal \$ per Estimate - Pedestrian Path (Townline Road)						\$ 51,188.75	\$ 368.41	\$ -	\$ -		
TOTAL BASE BID:					\$ 536,983.88	Subtotal, Base Bid -Paid to Date				\$ 482,935.32	

MANDATORY ADDITIONAL BID 1 - SUE ANN DRIVE:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	3600	\$2.89	\$ 10,404.00	3396.22				3396.22	\$ 9,815.08
204.0150	Removing Curb & Gutter	LF	26	\$11.50	\$ 299.00	34.00				34.00	\$ 391.00
205.0100	Excavation Common	CY	1	\$30.00	\$ 30.00	1.00				1.00	\$ 30.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	2	\$25.00	\$ 50.00	2.00				2.00	\$ 50.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	420	\$66.10	\$ 27,762.00	414.86				414.86	\$ 27,422.25
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	26	\$35.50	\$ 923.00	34.00				34.00	\$ 1,207.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	6	\$54.63	\$ 327.78					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	5	\$55.00	\$ 275.00	5.00				5.00	\$ 275.00
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	2	\$32.78	\$ 65.56					0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$901.35	\$ 901.35	1.00				1.00	\$ 901.35
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	6	\$10.50	\$ 63.00	22.22				22.22	\$ 233.31
SUBTOTAL ADDT'L BID 1:					\$ 41,100.69	Subtotal, Add'l Bid #1 - Paid to Date				\$ 40,324.98	
Subtotal \$ per Estimate - Sue Ann Drive						\$ 40,324.98	\$ -	\$ -	\$ -		
MANDATORY ADDITIONAL BID 2 - MADISON STREET:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1010	\$2.40	\$ 2,424.00	1048.81				1048.81	\$ 2,517.14
204.0150	Removing Curb & Gutter	LF	75	\$11.50	\$ 862.50	82.50				82.50	\$ 948.75
205.0100	Excavation Common	CY	3	\$30.00	\$ 90.00	3.00				3.00	\$ 90.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	6	\$25.00	\$ 150.00	6.00				6.00	\$ 150.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	120	\$67.05	\$ 8,046.00	120.00				120.00	\$ 8,046.00
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	75	\$35.50	\$ 2,662.50	82.50				82.50	\$ 2,928.75
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	1	\$54.63	\$ 54.63					0.00	\$ -
628.7015	Inlet Protection Type C	EACH	2	\$55.00	\$ 110.00	2.00				2.00	\$ 110.00
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	1	\$32.78	\$ 32.78					0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$993.69	\$ 993.69	1.00				1.00	\$ 993.69
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	18	\$10.50	\$ 189.00	17.50				17.50	\$ 183.75
SUBTOTAL ADDT'L BID 2:					\$ 15,615.10	Subtotal, Add'l Bid #2 - Paid to Date				\$ 15,968.08	
Subtotal \$ per Estimate - Madison St.						\$ 15,968.08	\$ -	\$ -	\$ -		

MANDATORY ADDITIONAL BID 3 - ALLEY ENTRANCES:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
204.0100	Removing Pavement (Concrete Driveway)	SY	15	\$27.00	\$ 405.00	43.65				43.65	\$ 1,178.55
204.0150	Removing Curb & Gutter	LF	39	\$11.50	\$ 448.50	39.50				39.50	\$ 454.25
204.0155	Removing Concrete Sidewalk	SY	16	\$20.50	\$ 328.00		15.91			15.91	\$ 326.24
205.0100	Excavation Common	CY	14	\$30.00	\$ 420.00	14.00				14.00	\$ 420.00
305.0120	Base Aggregate Dense 1 1/4-Inch (Undistributed)	TON	30	\$25.00	\$ 750.00		18.51			18.51	\$ 462.75
416.0180	Concrete Driveway 8-Inch	SY	43	\$63.00	\$ 2,709.00	43.65				43.65	\$ 2,749.95
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	TON	9	\$306.17	\$ 2,755.53	11.00				11.00	\$ 3,367.87
601.0110	Concrete Curb & Gutter 24-Inch Type D	LF	28	\$35.50	\$ 994.00	31.70				31.70	\$ 1,125.35
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	17	\$36.35	\$ 617.95	19.80				19.80	\$ 719.73
690.0150	Sawing Asphalt	LF	100	\$1.75	\$ 175.00	97.94	47.06			145.00	\$ 253.75
SPV.0105.01	Traffic Control	LS	1	\$1,418.63	\$ 1,418.63	1.00				1.00	\$ 1,418.63
SPV.0180.01	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	18	\$10.50	\$ 189.00	19.89				19.89	\$ 208.85
SUBTOTAL ADDT'L BID 3:					\$ 11,210.61	Subtotal, Add'l Bid #3 - Paid to Date				\$ 12,685.91	
Subtotal \$ per Estimate - Alley Entrances						\$ 11,814.57	\$ 871.34	\$ -	\$ -		
MANDATORY ADDITIONAL BID 4 - SAGE STREET SHARROWS:											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
646.5220	Marking Symbol Epoxy	EACH	19	\$405.00	\$ 7,695.00	20.00				20.00	\$ 8,100.00
SUBTOTAL ADDT'L BID 4:					\$ 7,695.00	Subtotal, Add'l Bid #4 - Paid to Date				\$ 8,100.00	
Subtotal \$ per Estimate - Sage St. Sharrows						\$ 8,100.00	\$ -	\$ -	\$ -		

CONTRACT CHANGE ORDER #1:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
1.01	Excavation Common - Asphaltic Pavement	LS	1	\$5,943.60	\$ 5,943.60		1.00			1.00	\$ 5,943.60
1.02	Short Load Trucking Add-On	LS	1	\$2,456.56	\$ 2,456.56		1.00			1.00	\$ 2,456.56
1.03	Reconstruct Inlet - Sage St.	LS	1	\$1,620.00	\$ 1,620.00		1.00			1.00	\$ 1,620.00

SUBTOTAL CCO #1:	\$ 10,020.16	Subtotal, Add'l Bid #3 - Paid to Date	\$ 10,020.16
-------------------------	---------------------	---------------------------------------	---------------------

Subtotal \$ per Estimate - Contract Change Order	\$ -	\$ 10,020.16	\$ -	\$ -
--	------	--------------	------	------

CONTRACT CHANGE ORDER #2:

Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Quantity per Estimate				Qty to Date	\$ Paid to Date
						#1	#2	#3	#4		
1.01	Landscape Grading and Restoration	LS	1	\$2,050.00	\$2,050.00			1.00		1.00	\$ 2,050.00
SUBTOTAL CCO #2:					\$ 2,050.00	Subtotal, Add'l Bid #3 - Paid to Date				\$ 2,050.00	

Subtotal \$ per Estimate - Contract Change Order	\$ -		\$ 2,050.00	\$ -
--	------	--	-------------	------

Subtotal \$ per Estimate	\$ 537,978.66	\$ 32,055.79	\$ 2,050.00	\$ -		
--------------------------	---------------	--------------	-------------	------	--	--

Retainage per Estimate	\$ (15,315.13)		\$ 12,815.13	\$ -		
------------------------	----------------	--	--------------	------	--	--

Total to be Paid per Estimate	\$ 522,663.53	\$ 32,055.79	\$ 14,865.13	\$ -		
-------------------------------	---------------	--------------	--------------	------	--	--

TOTAL BASE BID + ALL ADDT'L BIDS + CCO:	\$ 624,675.44	TOTAL - Paid to Date	\$ 572,084.45
--	----------------------	-----------------------------	----------------------

	Less Retainage Held	-\$2,500.00
--	----------------------------	--------------------

TOTAL BASE BID + ALL ADDT'L BIDS - Paid to Date, Less Retainage	\$ 569,584.45
--	----------------------

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Luke Podella
CC: Neil Waswo, Greg Governatori, Mike Timmers
Date: May 17th, 2020
Re: Contract Change Order Request #2 for 2020 Lake Geneva Streets Program

Attached please find a copy of Contract Change Order #2 and Justification of Price for the **2020 Lake Geneva Street Program** construction project.

This includes additional work requested by the City of Lake Geneva. Work includes: Grading work, erosion mat, seeding, and fertilization of ground located at the intersection of Sage St. and Water St. consisting of approximately 168 SY.

The TOTAL cost of this change order is **\$2,050.00**.

Please note, the final cost for this project will be significantly lower than the original project bid cost. The original project bid cost was \$612,605.28, but the actual cost will be \$572,084.45.

Let me know if you have any questions or comments!

Thank you!

2020 Lake Geneva Street Program

Justification of Price for Contract Change Order #2

I. Item Description:

Item #2.01 Landscape Grading and Restoration:

Description: Grading work, erosion mat, seeding, and fertilization of ground located at the intersection of Sage St. and Water St. consisting of approximately 168 SY, per City of Lake Geneva request. In discussions with the City, it was decided to adjust the sidewalk configuration at the intersection of Sage St. and Water St. to no longer include pedestrian curb. This change resulted in additional grading, erosion mat, and seeding along the back side of the sidewalk to match back into the existing grade.

II. Method of Measurement: Work performed, for the above items, is measured as a lump sum.

II. Basis of Payment: The work under these items, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for all cleanup and incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

The following is a cost summary for the additional items mentioned above:

Item No.	Description	Unit	Qty	Unit Price	Total Price
2.01	Landscape Grading and Restoration	LS	1	\$ 2,050.00	\$ 2,050.00
Grand Total – Contract Change Order #2					\$2,050.00

CONTRACT CHANGE ORDERChange Order: #2Date: May 17, 2021Name of Project: 2020 Lake Geneva Street ProgramOWNER: City of Lake GenevaCONTRACTOR: Payne & DolanENGINEER: Kapur & Associates, Inc.The following changes are hereby made to the Contract Documents: **See attached documentation.**

Justification: (See attached)

Change to CONTRACT PRICE- \$ 10,020.16Original CONTRACT PRICE - \$ 612,605.28Current CONTRACT PRICE adjusted by previous CHANGE ORDER - \$ 622,625.44The CONTRACT PRICE due to this CHANGE ORDER will be
increased (~~decreased~~) by - \$ 2,050.00The new CONTRACT PRICE including this CHANGE ORDER will be - \$ 624,675.44

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by zero calendar days.

The date for completion of work will be _____ Substantial (Date).

_____ Final (Date)

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR effected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: *Luke Podella* Date 5/17/21
Name: Luke Podella

Title: Project Manager

Accepted by the CONTRACTOR:

DocuSigned by:
Raymond A. Postotnik 5/27/2021 | 5:40 AM PDT
Name: ~~Samuel Nigbur~~ Raymond A. Postotnik

Title: ~~Project Manager~~ Agent

Approved by the OWNER:

Name: Tom Earle

Title: Director of Public Works

Area Office
1740 120th Avenue
Kenosha, WI 53144



Samuel K. Nigbur
Cell: 262-366-5134
Snigbur@Walbecgroup.com

SUBMITTED TO:

City of Lake Geneva

DATE: 4/28/2021

PHONE:

JOB NAME: CO Lake Geneva 2020 Street Program

JOB LOCATION: Various Locations

PLAN DATE: NA

CHANGE ORDER

For furnishing the necessary labor, material and equipment to complete the following:

Base Proposal - Landscape Grading and Restoration

- ☐ Re-grade, EMat, Seed, and Fertilize existing landscape located at the intersection of Sage St and Water St consisting of approximately 168 sy.

TOTAL PRICE: \$ 2,050.00

NOTES:

- Project is to be built in 1 phases(s).
- Price does NOT include: sawcutting, base course, concrete curb or sidewalk, pavement marking, utility adjustments, traffic control, or permits.

THIS PROPOSAL AND PAYNE & DOLAN, INC.'S OBLIGATION TO PROVIDE ANY LABOR, MATERIALS AND/OR EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON FEDERAL, STATE AND LOCAL REGULATIONS, RESTRICTIONS AND ORDERS PERTAINING TO THE COVID-19 PANDEMIC AND THE HEALTH, SAFETY AND WELFARE OF PAYNE & DOLAN, INC.'S EMPLOYEES. IF PAYNE & DOLAN, INC., IN ITS SOLE DISCRETION, IS UNABLE TO TIMELY AND/OR ADEQUATELY PROVIDE LABOR, MATERIALS, EQUIPMENT, AND/OR WORKFORCE TO FULFILL THIS PROPOSAL DUE TO THE COVID-19 PANDEMIC OR OTHER VIRUS OUTBREAKS, EPIDEMICS, AND PANDEMICS, THEN THIS PROPOSAL SHALL BE NULL AND VOID, PAYNE & DOLAN, INC. SHALL BE EXCUSED FROM ALL PERFORMANCE HEREUNDER, ANY AND ALL LIABILITY AGAINST PAYNE & DOLAN, INC. IS WAIVED, AND PAYNE & DOLAN, INC. SHALL BE ENTITLED TO REIMBURSEMENT OF ALL COSTS INCURRED AT THE TIME PERFORMANCE IS CEASED.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **OCTOBER 15TH 2021** PAYNE & DOLAN, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: PAYMENT IN FULL/LETTER OF CREDIT FOR CONTRACT

PLEASE CALL SAM NIGBUR AT 262 366-5134 TO GET APPROVAL ON YOUR PROPOSED PAYMENT SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS. **PROPOSAL TERMS AND CONDITIONS**

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Payne & Dolan, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Payne & Dolan, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Payne & Dolan, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Payne & Dolan, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Payne & Dolan, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Payne & Dolan, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Payne & Dolan, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Payne & Dolan, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Payne & Dolan, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Payne & Dolan, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Payne & Dolan, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Payne & Dolan, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Payne & Dolan, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Lien Law: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (PAYNE & DOLAN, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Payne & Dolan, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Payne & Dolan, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Payne & Dolan, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Payne & Dolan, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Payne & Dolan, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Payne & Dolan, Inc., but only to the extent of Payne & Dolan, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Payne & Dolan, Inc.'s workers are fully covered by Workers' Compensation Insurance. Payne & Dolan, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Payne & Dolan, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Payne & Dolan, Inc. its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Payne & Dolan, Inc.'s warranty for material and workmanship is for the term of one year from Payne & Dolan, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Payne & Dolan, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1% or if the plans do not provide 1%

drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Payne & Dolan, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Payne & Dolan, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within $\pm 0.1'$ of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Payne & Dolan, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Payne & Dolan, Inc.

Fine Grading of Aggregate Base by Payne & Dolan, Inc.: If Payne & Dolan, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within $\pm 0.1'$ of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Payne & Dolan, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Payne & Dolan, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Payne & Dolan, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving: Payne & Dolan, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Payne & Dolan, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Payne & Dolan, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Payne & Dolan, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: _____
Raymond A Postotnik, Agent

Acceptance of Proposal - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Payne & Dolan, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Payne & Dolan, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner/Contractor: _____ Date: _____

Signature: _____

Job Name: CO Lake Geneva 2020 SP - Change Order #2

Date of Proposal: 4/28/2021

Contractor's Application for Payment No.**3**

Application Period: thru May 27, 2021		Application Date: May 27, 2021
To (Owner): City of Lake Geneva	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Kapur
Project: 2020 Streets Program	Contract: Lake Geneva 2020 Streets Program	
Owner's Contract No.:	Contractor's Project No.: 253480	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$10,020.16	
2	\$2,050.00	
TOTALS	\$12,070.16	
NET CHANGE BY CHANGE ORDERS	\$12,070.16	

1. ORIGINAL CONTRACT PRICE.....	\$	\$612,605.28
2. Net change by Change Orders.....	\$	\$12,070.16
3. Current Contract Price (Line 1 ± 2).....	\$	\$624,675.44
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$570,034.45
5. RETAINAGE:		
a. X Work Completed.....	\$	\$2,500.00
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$2,500.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$567,534.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$552,669.32
8. LESS LIQUIDATED DAMAGES	\$	
9. LESS ADDITIONAL ENGINEERING COSTS	\$	
10. AMOUNT DUE THIS APPLICATION.....	\$	\$14,865.13
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	\$57,140.99

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: DocuSigned by:

Raymond A. Postolnik

5E05A6B602AF467...

Date: 5/27/2021 | 6:53 AM PDT

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): 2020 Lake Geneva Street Program						Application Number: 3		
Application Period:						Application Date: 10/27/2021		
A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
	Removing Pavement (Concrete Driveway)	\$ 810.00	\$ 1,495.80	\$ -		\$ 1,495.80		\$ 810.00
	Removing Asphaltic Surface (Driveway)	\$ 414.00	\$ 371.25	\$ -		\$ 371.25	89.7%	\$ 414.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 18,228.00	\$ 17,535.28	\$ -		\$ 17,535.28	96.2%	\$ 18,228.00
	Removing Curb & Gutter	\$ 10,062.50	\$ 11,454.00	\$ -		\$ 11,454.00	113.8%	\$ 10,062.50
	Removing Concrete Sidewalk	\$ 6,150.00	\$ 6,583.80	\$ -		\$ 6,583.80	107.1%	\$ 6,150.00
	Removing Manholes (Storm)	\$ 2,400.00	\$ 3,600.00	\$ -		\$ 3,600.00	150.0%	\$ 2,400.00
	Removing Inlets	\$ 950.00	\$ 950.00	\$ -		\$ 950.00	100.0%	\$ 950.00
	Excavation Common	\$ 3,300.00	\$ 3,300.00	\$ -		\$ 3,300.00		\$ 3,300.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 3,750.00	\$ 3,745.25	\$ -		\$ 3,745.25		\$ 3,750.00
	Concrete Driveway 6-Inch	\$ 480.00	\$ 1,067.40	\$ -		\$ 1,067.40		\$ 480.00
	Concrete Driveway 8-Inch	\$ 2,394.00	\$ 2,362.50	\$ -		\$ 2,362.50		\$ 2,394.00
	includes asphaltic material for tack coat (455.0605). Includes	\$ 75,868.80	\$ 78,126.57	\$ -		\$ 78,126.57	103.0%	\$ 75,868.80
	Asphaltic Surface Driveways	\$ 1,194.10	\$ 1,194.10	\$ -		\$ 1,194.10	100.0%	\$ 1,194.10
	Concrete Curb & Gutter 24-Inch Type D	\$ 23,252.50	\$ 30,157.25	\$ -		\$ 30,157.25	129.7%	\$ 23,252.50
	Concrete Curb & Gutter 30-Inch Type D	\$ 7,088.25	\$ 4,561.93	\$ -		\$ 4,561.93	64.4%	\$ 7,088.25
	Concrete Curb Pedestrian	\$ 3,450.00	\$ 2,745.00	\$ -		\$ 2,745.00	79.6%	\$ 3,450.00
	Concrete Sidewalk 4-Inch	\$ 21,312.50	\$ 22,400.99	\$ -		\$ 22,400.99	105.1%	\$ 21,312.50
	Concrete Steps	\$ 1,350.00	\$ 720.00	\$ -		\$ 720.00	53.3%	\$ 1,350.00
	Curb Ramp Detectable Warning Field Yellow	\$ 7,140.00	\$ 6,510.00	\$ -		\$ 6,510.00	91.2%	\$ 7,140.00
	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	\$ 1,640.00	\$ 5,125.00	\$ -		\$ 5,125.00	312.5%	\$ 1,640.00
	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	\$ 3,392.00	\$ 3,392.00	\$ -		\$ 3,392.00	100.0%	\$ 3,392.00
	Inlet Cover Type C	\$ 1,216.00	\$ 1,216.00	\$ -		\$ 1,216.00	100.0%	\$ 1,216.00
	Manholes 4-FT Diameter	\$ 6,600.00	\$ 9,900.00	\$ -		\$ 9,900.00	150.0%	\$ 6,600.00
	Adjusting Manholes Covers (Undistributed)	\$ 1,365.75	\$ 163.89	\$ -		\$ 163.89	12.0%	\$ 1,365.75
	Adjusting Inlet Covers (Undistributed)	\$ 2,975.00	\$ 2,550.00	\$ -		\$ 2,550.00	85.7%	\$ 2,975.00
	Inlet Protection Type B	\$ 180.00	\$ 180.00	\$ -		\$ 180.00	100.0%	\$ 180.00
	Inlet Protection Type C	\$ 935.00	\$ 770.00	\$ -		\$ 770.00	82.4%	\$ 935.00
	Marking Stop Line Epoxy 18-inch	\$ 2,480.00	\$ 2,569.90	\$ -		\$ 2,569.90	103.6%	\$ 2,480.00
	Marking Crosswalk Epoxy Transverse Line 6-inch	\$ 13,500.00	\$ 13,065.30	\$ -		\$ 13,065.30	96.8%	\$ 13,500.00
	Sawing Asphalt	\$ 157.50	\$ 239.75	\$ -		\$ 239.75	116.7%	\$ 157.50
	Sawing Concrete	\$ 303.75	\$ 1,203.75	\$ -		\$ 1,203.75		\$ 303.75
	Adjusting Valve Boxes (Undistributed)	\$ 196.68	\$ 65.56	\$ -		\$ 65.56	33.3%	\$ 196.68
	Traffic Control	\$ 7,231.73	\$ 7,231.73	\$ -		\$ 7,231.73	100.0%	\$ 7,231.73
	Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	\$ 5,355.00	\$ 10,084.10	\$ -		\$ 10,084.10	188.3%	\$ 5,355.00
For (contract): 2020 Lake Geneva Street Program						Application Number: 1		
Application Period:						Application Date: 12/11/2020		
A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
	Removing Asphaltic Surface (Driveway)	\$ 54.00	\$ 51.03	\$ -		\$ 51.03	94.5%	\$ 54.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 2,257.20	\$ 2,178.47	\$ -		\$ 2,178.47	96.5%	\$ 2,257.20
	Removing Curb & Gutter	\$ 1,449.00	\$ 1,270.75	\$ -		\$ 1,270.75	87.7%	\$ 1,449.00
	Removing Concrete Sidewalk	\$ 533.00	\$ 533.00	\$ -		\$ 533.00	100.0%	\$ 533.00
	Excavation Common	\$ 300.00	\$ 300.00	\$ -		\$ 300.00	100.0%	\$ 300.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 289.00	\$ 289.00	\$ -		\$ 289.00		\$ 289.00
	HMA Pavement Type 4 LT 58-28 S (460.5224). Item also includes	\$ 8,435.70	\$ 8,305.92	\$ -		\$ 8,305.92	98.5%	\$ 8,435.70
	Asphaltic Surface Driveways	\$ 322.90	\$ 322.90	\$ -		\$ 322.90	100.0%	\$ 322.90
	Concrete Curb & Gutter 24-Inch Type D	\$ 1,668.50	\$ 2,414.00	\$ -		\$ 2,414.00	144.7%	\$ 1,668.50
	Concrete Curb & Gutter 30-Inch Type D	\$ 2,871.65	\$ 1,544.88	\$ -		\$ 1,544.88	53.8%	\$ 2,871.65
	Concrete Sidewalk 4-Inch	\$ 2,131.25	\$ 1,813.50	\$ -		\$ 1,813.50	85.1%	\$ 2,131.25
	Curb Ramp Detectable Warning Field Yellow	\$ 700.00	\$ 560.00	\$ -		\$ 560.00	80.0%	\$ 700.00
	Adjusting Manholes Covers (Undistributed)	\$ 54.63	\$ -	\$ -		\$ -		\$ 54.63
	Adjusting Inlet Covers (Undistributed)	\$ 850.00	\$ 850.00	\$ -		\$ 850.00	100.0%	\$ 850.00
	Inlet Protection Type C	\$ 275.00	\$ 110.00	\$ -		\$ 110.00	40.0%	\$ 275.00
	Sawing Asphalt	\$ 29.75	\$ 40.25	\$ -		\$ 40.25	100.0%	\$ 29.75
	Traffic Control	\$ 2,781.78	\$ 2,781.78	\$ -		\$ 2,781.78	100.0%	\$ 2,781.78
	Restore Disturbed Areas - Includes Topsoil (625.0100).	\$ 367.50	\$ 566.37	\$ -		\$ 566.37	154.1%	\$ 367.50
	Removing Asphaltic Surface (Driveway & Roadway)	\$ 1,575.00	\$ 1,395.00	\$ -		\$ 1,395.00		\$ 1,575.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 945.00	\$ 1,361.99	\$ -		\$ 1,361.99	144.1%	\$ 945.00
	Removing Curb & Gutter	\$ 3,507.50	\$ 3,415.50	\$ -		\$ 3,415.50	97.4%	\$ 3,507.50
	Excavation Common	\$ 450.00	\$ 450.00	\$ -		\$ 450.00	100.0%	\$ 450.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 510.00	\$ 510.00	\$ -		\$ 510.00	100.0%	\$ 510.00
	HMA Pavement Type 4 LT 58-28 S (460.5224). Item also includes	\$ 3,563.60	\$ 3,958.27	\$ -		\$ 3,958.27	111.1%	\$ 3,563.60
	Asphaltic Surface Driveways	\$ 5,971.60	\$ 7,382.39	\$ -		\$ 7,382.39	123.6%	\$ 5,971.60
	Concrete Curb & Gutter 24-Inch Type D	\$ 10,827.50	\$ 10,543.50	\$ -		\$ 10,543.50	97.4%	\$ 10,827.50
	Adjusting Inlet Covers (Undistributed)	\$ 525.00	\$ -	\$ -		\$ -		\$ 525.00
	Inlet Protection Type C	\$ 110.00	\$ 110.00	\$ -		\$ 110.00	100.0%	\$ 110.00
	Sawing Asphalt	\$ 1,050.00	\$ 1,001.00	\$ -		\$ 1,001.00	94.0%	\$ 1,050.00
	Traffic Control	\$ 2,781.78	\$ 2,781.78	\$ -		\$ 2,781.78	100.0%	\$ 2,781.78
	Restore Disturbed Areas - Includes Topsoil (625.0100).	\$ 105.00	\$ 112.04	\$ -		\$ 112.04	106.7%	\$ 105.00

	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 2,123.00	\$	2,123.00	\$	-	\$	2,123.00	100.0%	\$	2,123.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 8,687.42	\$	8,687.42	\$	-	\$	8,687.42	99.2%	\$	8,756.80
	Adjusting Manholes Covers (Undistributed)	\$ 109.26	\$	-	\$	-	\$	-		\$	109.26
For (contract): 2020 Lake Geneva Street Program								Application Number: 1			
Application Period:								Application Date: 12/11/2020			
A		B		Work Completed		E		F		G	
Item				C	D						
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)			
	Inlet Protection Type C	\$ 220.00	\$	220.00	\$	-	\$	220.00	100.0%	\$	220.00
	Traffic Control	\$ 1,248.41	\$	1,248.41	\$	-	\$	1,248.41	100.0%	\$	1,248.41
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 4,522.00	\$	4,224.37	\$	-	\$	4,224.37	93.4%	\$	4,522.00
	Removing Concrete Sidewalk	\$ 471.50	\$	651.29	\$	-	\$	651.29	138.1%	\$	471.50
	Excavation Common	\$ 90.00	\$	90.00	\$	-	\$	90.00	100.0%	\$	90.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 102.00	\$	102.00	\$	-	\$	102.00	100.0%	\$	102.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 13,683.75	\$	13,450.13	\$	-	\$	13,450.13	98.3%	\$	13,683.75
	Concrete Sidewalk 4-Inch	\$ 1,627.50	\$	2,215.73	\$	-	\$	2,215.73	136.1%	\$	1,627.50
	Curb Ramp Detectable Warning Field Yellow	\$ 1,120.00	\$	1,120.00	\$	-	\$	1,120.00	100.0%	\$	1,120.00
	Adjusting Manholes Covers (Undistributed)	\$ 109.26	\$	-	\$	-	\$	-		\$	109.26
	Inlet Protection Type C	\$ 275.00	\$	275.00	\$	-	\$	275.00	100.0%	\$	275.00
	Sawing Asphalt	\$ 29.75	\$	-	\$	-	\$	-		\$	29.75
	Adjusting Valve Boxes (Undistributed)	\$ 98.31	\$	32.77	\$	-	\$	32.77	33.3%	\$	98.31
	Traffic Control	\$ 2,574.09	\$	2,574.09	\$	-	\$	2,574.09	100.0%	\$	2,574.09
	Restore Disturbed Areas - Includes Topsoil (625.0100),	\$ 210.00	\$	280.04	\$	-	\$	280.04	133.4%	\$	210.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 5,670.00	\$	5,670.00	\$	-	\$	5,670.00	100.0%	\$	5,670.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 23,646.00	\$	22,200.22	\$	-	\$	22,200.22	93.9%	\$	23,646.00
	Adjusting Manholes Covers (Undistributed)	\$ 327.78	\$	-	\$	-	\$	-		\$	327.78
	Adjusting Valve Boxes (Undistributed)	\$ 32.78	\$	32.78	\$	-	\$	32.78	100.0%	\$	32.78
	Traffic Control	\$ 2,476.57	\$	2,476.57	\$	-	\$	2,476.57	100.0%	\$	2,476.57
	Restore Disturbed Areas - Includes Topsoil (625.0100),	\$ 1,260.00	\$	2,095.91	\$	-	\$	2,095.91	166.3%	\$	1,260.00
	Removing Pavement (Concrete Driveway)	\$ 405.00	\$	1,772.82	\$	-	\$	1,772.82	437.7%	\$	405.00
	Removing Asphaltic Surface Milling (Partial Depth 3")	\$ 3,100.80	\$	3,223.20	\$	-	\$	3,223.20	103.9%	\$	3,100.80
	Removing Curb & Gutter	\$ 805.00	\$	787.75	\$	-	\$	787.75	97.9%	\$	805.00
	Removing Concrete Sidewalk	\$ 164.00	\$	91.02	\$	-	\$	91.02		\$	164.00
	Excavation Common	\$ 360.00	\$	360.00	\$	-	\$	360.00	100.0%	\$	360.00
	Excavation Common - EBS	\$ 2,883.60	\$	223.48	\$	-	\$	223.48	7.8%	\$	2,883.60
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 6,000.00	\$	1,437.25	\$	-	\$	1,437.25		\$	6,000.00
	Concrete Driveway 8-Inch	\$ 4,095.00	\$	4,136.58	\$	-	\$	4,136.58	101.0%	\$	4,095.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 10,456.60	\$	10,307.22	\$	-	\$	10,307.22	98.6%	\$	10,456.60
	Concrete Curb & Gutter 24-Inch Type D	\$ 2,059.00	\$	2,502.75	\$	-	\$	2,502.75		\$	2,059.00
	Adjusting Manholes Covers (Undistributed)	\$ 54.63	\$	54.63	\$	-	\$	54.63	100.0%	\$	54.63
	Traffic Control	\$ 3,952.14	\$	3,952.14	\$	-	\$	3,952.14	100.0%	\$	3,952.14
	Restore Disturbed Areas - Includes Topsoil (625.0100),	\$ 735.00	\$	382.62	\$	-	\$	382.62	52.1%	\$	735.00
For (contract): 2020 Lake Geneva Street Program								Application Number: 1			
Application Period:								Application Date: 12/11/2020			
A		B		Work Completed		E		F		G	
Item				C	D						
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)			
	Removing Asphaltic Surface Milling (Partial Depth 3")	\$ 2,027.20	\$	1,759.72	\$	-	\$	1,759.72	86.8%	\$	2,027.20
	Removing Concrete Sidewalk	\$ 123.00	\$	123.00	\$	-	\$	123.00	100.0%	\$	123.00
	Excavation Common - EBS	\$ 2,162.70	\$	-	\$	-	\$	-		\$	2,162.70
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 4,500.00	\$	980.25	\$	-	\$	980.25		\$	4,500.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 6,727.50	\$	7,475.50	\$	-	\$	7,475.50	90.0%	\$	6,727.50
	Traffic Control	\$ 3,902.85	\$	3,902.85	\$	-	\$	3,902.85	100.0%	\$	3,902.85
	Restore Disturbed Areas - Includes Topsoil (625.0100),	\$ 210.00	\$	46.62	\$	-	\$	46.62	22.2%	\$	210.00
	Removing Asphaltic Surface Milling (Partial Depth 3")	\$ 1,144.00	\$	1,120.12	\$	-	\$	1,120.12	97.9%	\$	1,144.00
	Excavation Common - EBS	\$ 960.80	\$	-	\$	-	\$	-		\$	960.80
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 1,778.40	\$	845.41	\$	-	\$	845.41		\$	1,778.40
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 1,735.58	\$	1,735.58	\$	-	\$	1,735.58	100.0%	\$	1,735.58
	Traffic Control	\$ 1,544.55	\$	1,544.55	\$	-	\$	1,544.55		\$	1,544.55
	Removing Concrete Sidewalk	\$ 123.00	\$	112.75	\$	-	\$	112.75	91.7%	\$	123.00
	Excavation Common	\$ 18,030.00	\$	360.60	\$	-	\$	360.60	2.0%	\$	18,030.00
	Excavation Common - EBS	\$ 10,238.40	\$	-	\$	-	\$	-		\$	10,238.40
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 29,070.00	\$	1,602.34	\$	-	\$	1,602.34	4.2%	\$	29,070.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 26,791.70	\$	28,690.29	\$	-	\$	28,690.29	107.1%	\$	26,791.70
	Concrete Sidewalk 4-Inch	\$ 558.00	\$	379.75	\$	-	\$	379.75		\$	558.00
	Curb Ramp Detectable Warning Field Yellow	\$ 700.00	\$	560.00	\$	-	\$	560.00	80.0%	\$	700.00
	Adjusting Manholes Covers (Undistributed)	\$ 54.63	\$	54.63	\$	-	\$	54.63	100.0%	\$	54.63
	Slit Fence	\$ 2,220.00	\$	-	\$	-	\$	-		\$	2,220.00
	Marking Crosswalk Epoxy Transverse Line 6-inch	\$ 3,780.00	\$	4,471.20	\$	-	\$	4,471.20	118.3%	\$	3,780.00
	Marking Removal Line 4-Inch	\$ 270.00	\$	252.00	\$	-	\$	252.00	93.3%	\$	270.00
	Sawing Asphalt	\$ 490.00	\$	556.50	\$	-	\$	556.50	113.6%	\$	490.00
	Traffic Control	\$ 5,798.64	\$	5,798.64	\$	-	\$	5,798.64		\$	5,798.64
	Restore Disturbed Areas - Includes Topsoil (625.0100),	\$ 11,025.00	\$	8,718.47	\$	-	\$	8,718.47	79.1%	\$	11,025.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 10,404.00	\$	9,815.08	\$	-	\$	9,815.08	94.3%	\$	10,404.00
	Removing Curb & Gutter	\$ 299.00	\$	391.00	\$	-	\$	391.00		\$	299.00
	Excavation Common	\$ 30.00	\$	30.00	\$	-	\$	30.00	100.0%	\$	30.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 50.00	\$	50.00	\$	-	\$	50.00	100.0%	\$	50.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 27,762.00	\$	27,422.25	\$	-	\$	27,422.25		\$	27,762.00
	Concrete Curb & Gutter 24-Inch Type D	\$ 923.00	\$	1,207.00	\$	-	\$	1,207.00	130.8%	\$	923.00
	Adjusting Manholes Covers (Undistributed)	\$ 327.78	\$	-	\$	-	\$	-		\$	327.78
	Inlet Protection Type C	\$ 275.00	\$	275.00	\$	-	\$	275.00	139.1%	\$	275.00
For (contract): 2020 Lake Geneva Street Program								Application Number: 1			
Application Period:								Application Date: 12/11/2020			
A		B		Work Completed		E		F		G	
Item				C	D						
						Materials Presently Stored	Total Completed and	% (E) B	Balance to Finish (B - F)		

Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	(not in C or D)	Stored to Date (C + D + E)		
	Adjusting Valve Boxes (Undistributed)	\$ 65.56	\$ -	\$ -		\$ -		\$ 65.56
	Traffic Control	\$ 901.35	\$ 901.35	\$ -		\$ 901.35	100.0%	\$ 901.35
	Restore Disturbed Areas - Includes Topsoil (625.0100).	\$ 63.00	\$ 233.31	\$ -		\$ 233.31	370.3%	\$ 63.00
	Removing Asphaltic Surface Milling (Partial Depth 2")	\$ 2,424.00	\$ 2,517.14	\$ -		\$ 2,517.14	103.8%	\$ 2,424.00
	Removing Curb & Gutter	\$ 862.50	\$ 948.75	\$ -		\$ 948.75	110.0%	\$ 862.50
	Excavation Common	\$ 90.00	\$ 90.00	\$ -		\$ 90.00	100.0%	\$ 90.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 150.00	\$ 150.00	\$ -		\$ 150.00	100.0%	\$ 150.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 8,046.00	\$ 8,046.00	\$ -		\$ 8,046.00	100.0%	\$ 8,046.00
	Concrete Curb & Gutter 24-Inch Type D	\$ 2,662.50	\$ 2,928.75	\$ -		\$ 2,928.75	110.0%	\$ 2,662.50
	Adjusting Manholes Covers (Undistributed)	\$ 54.63	\$ -	\$ -		\$ -		\$ 54.63
	Inlet Protection Type C	\$ 110.00	\$ 110.00	\$ -		\$ 110.00	100.0%	\$ 110.00
	Adjusting Valve Boxes (Undistributed)	\$ 32.78	\$ -	\$ -		\$ -		\$ 32.78
	Traffic Control	\$ 993.69	\$ 993.69	\$ -		\$ 993.69	100.0%	\$ 993.69
	Restore Disturbed Areas - Includes Topsoil (625.0100).	\$ 189.00	\$ 183.75	\$ -		\$ 183.75	97.2%	\$ 189.00
	Removing Pavement (Concrete Driveway)	\$ 405.00	\$ 1,178.55	\$ -		\$ 1,178.55	291.0%	\$ 405.00
	Removing Curb & Gutter	\$ 448.50	\$ 454.25	\$ -		\$ 454.25	101.3%	\$ 448.50
	Removing Concrete Sidewalk	\$ 328.00	\$ 326.16	\$ -		\$ 326.16		\$ 328.00
	Excavation Common	\$ 420.00	\$ 420.00	\$ -		\$ 420.00		\$ 420.00
	Base Aggregate Dense 1 1/4-Inch (Undistributed)	\$ 750.00	\$ 462.75	\$ -		\$ 462.75		\$ 750.00
	Concrete Driveway 8-Inch	\$ 2,709.00	\$ 2,749.95	\$ -		\$ 2,749.95	101.5%	\$ 2,709.00
	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes	\$ 2,755.53	\$ 3,367.87	\$ -		\$ 3,367.87	122.2%	\$ 2,755.53
	Concrete Curb & Gutter 24-Inch Type D	\$ 994.00	\$ 1,125.35	\$ -		\$ 1,125.35	113.2%	\$ 994.00
	Concrete Curb & Gutter 30-Inch Type D	\$ 617.95	\$ 719.73	\$ -		\$ 719.73	116.5%	\$ 617.95
	Sawing Asphalt	\$ 175.00	\$ 253.75	\$ -		\$ 253.75	97.9%	\$ 175.00
	Traffic Control	\$ 1,418.63	\$ 1,418.63	\$ -		\$ 1,418.63		\$ 1,418.63
	Restore Disturbed Areas - Includes Topsoil (625.0100).	\$ 189.00	\$ 208.85	\$ -		\$ 208.85	110.5%	\$ 189.00
	Marking Symbol Epoxy	\$ 7,695.00	\$ 8,100.00	\$ -		\$ 8,100.00	105.3%	\$ 7,695.00
	Excavation Common - Asphaltic Pavement	\$ 5,943.60	\$ 5,943.60	\$ -		\$ 5,943.60		\$ 5,943.60
	Short Load Trucking Add-On	\$ 2,456.56	\$ 2,456.56	\$ -		\$ 2,456.56		\$ 2,456.56
	Reconstruct Inlet - Sage St.	\$ 1,620.00	\$ 1,620.00	\$ -		\$ 1,620.00		\$ 1,620.00
	Landscape Grading and Restoration	\$ 2,050.00	\$ -	\$ 2,050.00		\$ 2,050.00		\$ -
						\$ -		
						\$ -		
						\$ -		
						\$ -		
	Totals	\$624,675.44	\$570,034.45	\$2,050.00		\$572,084.45		\$622,625.44

Contractor's Application for Payment No. 3		
Application Period: thru May 27, 2021		Application Date: May 27, 2021
To (Owner): City of Lake Geneva	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Kapur
Project: 2020 Streets Program	Contract: Lake Geneva 2020 Streets Program	
Owner's Contract No.:	Contractor's Project No.: 253480	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$10,020.16	
2	\$2,050.00	
TOTALS	\$12,070.16	
NET CHANGE BY CHANGE ORDERS	\$12,070.16	

1. ORIGINAL CONTRACT PRICE.....	\$	\$612,605.28
2. Net change by Change Orders.....	\$	\$12,070.16
3. Current Contract Price (Line 1 ± 2).....	\$	\$624,675.44
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$570,034.45
5. RETAINAGE:		
a. X Work Completed.....	\$	\$2,500.00
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$2,500.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$567,534.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$552,669.32
8. LESS LIQUIDATED DAMAGES	\$	
9. LESS ADDITIONAL ENGINEERING COSTS	\$	
10. AMOUNT DUE THIS APPLICATION.....	\$	\$14,865.13
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	\$57,140.99

Contractor's Certification	
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: <u>Raymond A. Postolnik</u>	Date: 5/27/2021 6:53 PM PDT

Payment of:	\$ 14,865.13
	(Line 10 or other - attach explanation of the other amount)
is recommended by:	<u>Luigi Podella</u> 6/1/21
	(Date)
Payment of:	\$
	(Line 10 or other - attach explanation of the other amount)
is approved by:	
	(Owner) (Date)
Approved by:	
	Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Statewide Services, Inc.

Claim Division

**1241 John Q Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555**

VIA E-MAIL ONLY

July 1, 2021

City of Lake Geneva
Attn: Ms. Lana Kropf, Clerk
626 Geneva St.
Lake Geneva, WI 53147

RE: Our Claim #: WM000642460226
Date of Loss: 02/03/2021
Claimant: Alex Knable
1046 Bonnie Brae Ln.
Lake Geneva, WI 53147

Loss location: 1046 Bonnie Brae Ln.
Lake Geneva, WI 53147

Dear Ms. Kropf:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Lake Geneva. We are in receipt of the above-captioned claim involving damage to the claimant's snow remover or blower allegedly from City snow plowing operations.

Our investigation has revealed that the City was not negligent for this incident. Therefore, we recommend that the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

The claimant alleges that a chunk of asphalt from his street was kicked up and into the snow that had fallen on his driveway; and that when working to remove the snow the chunk of asphalt became caught into his machine and the damage occurred. Although it is not exact or proven, it appears the chunk of asphalt did come onto the driveway from City snow plowing; however, the driver had no notice of it buried under the snow to take an avoidance maneuver. Once more, there is no evidence that the City failed to adhere to any ministerial duties—or mandates--regarding the snow plowing operation; and absent a ministerial duty WI statute 893.80 affords the City discretionary immunity for their "governmental" acts or decisions about clearing snow from the roadway for the public good. Therefore, we recommend the claim be disallowed.

Note: the water main located in front of the claimant's home broke hours prior to the loss, and City staff needed to dig into the road to repair the water main. Given the weather conditions, the City used a "cold patch" to cover the hole left by their digging, and such was used as the weather did not permit a more permanent road seal. IF it were proved that the chunk of asphalt in question in fact came from the "cold patch" used by City staff, the City would still be afforded immunity from damage given decisions about repairing the broken water main and/or patching the street.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent certified or registered (restricted) mail, and it must be received by the claimant within 120 days after you received the claim. Please send me a copy of your letter for our file.

Thank you for your attention to the above, Lana and please do not hesitate to contact me with any questions.

Best regards,

Doug Detlie

Douglass A. Detlie
Casualty Claims Specialist

Office: 608-828-5503

Fax: 800-720-3512

E-mail: ddetlie@statewidesvcs.com

[Cc: Paul Lessila, Agent](#)

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

July 1, 2021

Mr. Alex Knable
1046 Bonnie Brae Ln
Lake Geneva, WI 53147

Regarding: Our Insured: City of Lake Geneva
Claim No: WM000642460226
Date/Loss: 02/03/2021

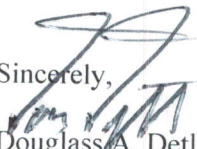
Dear Mr. Knable:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Lake Geneva. We are in receipt of your claim involving damage to your snow remover or blower when a chunk of asphalt became caught up in the machine as you were removing snow from your driveway.

We have completed our investigation, and we recommend that the City of Lake Geneva disallow your claim. Although not exact or proven, this unfortunate loss appears to have occurred when a chunk of asphalt from your street was kicked up and into the snow on your driveway during City snow plowing operations; and your snow remover encountered the material when you were clearing snow from your driveway. The plow driver had no prior notice of any loose road material on the street buried under the snow, thus the driver was unable to take an avoidance maneuver. Finally, Sir, there is no evidence that the City failed to adhere to any ministerial duties--or mandated procedures--with their snow plowing operations, and absent a ministerial duty WI statute 893.80 affords City staff discretionary immunity for their "governmental" acts or decisions about clearing snow from the roadway for the public good. Given the immunity in place for the City, Statewide Services, Inc. will not be able to pay for your damages and we recommend your claim be disallowed.

NOTE: To be clear, Mr. Knable, the water main in front of your home developed a break prior to your loss, and the City needed to take action to dig down into the street to repair the water main; and given the weather they used a "cold patch" to cover the hole versus being able to use a more permanent seal. Assuming the chunk of asphalt in question in fact was from the "cold patch" placed by the City, the City would be afforded the same discretionary immunity from damage noted above regarding their decisions on how to best repair the broken water main and/or patch the road.

I am sorry that we cannot be of assistance to you, Sir, and please do not hesitate to contact me with any questions,


Sincerely,

Douglass A. Detlie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
E-mail: ddetlie@statewidesvcs.com

Cc: City of Lake Geneva



CITY OF LAKE GENEVA

ALCOHOL LICENSE CHECKLIST

*Checklist must be submitted by each applicant seeking a **new** Alcohol License. Incomplete applications will be rejected.*

Applicant/Agent Name: Adeline Buffa

Business Name and Address: Lake Geneva Egg Harbor, LLC 827 Main Street, Lake Geneva WI 53147

☒	Discuss with City Clerk (or Assistant City Clerk) the desired alcohol license and proposed use
☒	Original Alcohol Beverage Retail License Application (AT-106)
☒	Auxiliary Questionnaire (AT-103) A copy must be submitted for each officer, director, member, manager and agent of the corporation, LLC, or non-profit organization.
☒	Agent Schedule (AT-104)
☒	\$25 publication fee payable to the City of Lake Geneva and due upon application
☒	Proof of Completing Responsible Beverage Server Training Course. Individuals, partners and agents of corporations and LLC's must have successfully completed an approved responsible beverage server training course within the past two years. <i>Does not apply to individuals who held, or were an agent of a corporation or LLC that held a liquor license within the past two years.</i>
☒	Proof of Residency. Applicants must have resided 90 days continuously in this state prior to the date of application. Proof of residency could include voter registration, motor vehicle registration, driver's license, residential lease or purchase agreement, or income tax records. <i>Officers, directors, members or managers of corporations or LLCs are not required to meet the State residency requirement.</i>
☒	Proof of Wisconsin Seller's Permit. Can be a copy of a letter, e-mail or website from the State of Wisconsin proving that the applicant is in good standing for sales tax purposes and holds a valid seller's permit.
☒	Map of premises. Applicant must submit a map of the premises, identifying the building(s), room(s), and/or land area under his/her control where alcohol beverages will be sold, served, consumed, or stored. Map does not need to be drawn to scale but should be clear and legible.

Applications (AT-106, AT-103, AT-104) may be obtained at City Hall or from the Wisconsin Department of Revenue website, <http://www.revenue.wi.gov/forms/alcohol>

For Office Use Only

Date Filed with Clerk: _____ Publication & License Fee Receipt: _____ [Receipt Code: 15:1501]
Amount Paid: _____ Date forwarded to Police Chief: _____

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 ending: 06/30/2022
(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. 9
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number 456-1026548060	
FEIN Number 260559178	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☒ Class C wine	\$ \$100
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ \$25
TOTAL FEE	\$ \$125

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
LAKE GENEVA EGG HARBOR, 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)	
FARRELL	MICHAEL	J	
Vice President / Member Last Name	(First)	(Middle Name)	
FARRELL	AIMEE	W	
Secretary / Member Last Name	(First)	(Middle Name)	
WRIGHT	JOHN	E	
Treasurer / Member Last Name	(First)	(Middle Name)	
Agent Last Name	(First)	(Middle Name)	
BUFFA	ADELINE	R	
Directors / Managers Last Name	(First)	(Middle Name)	

1. Trade Name EGG HARBOR CAFE Business Phone Number 262-248-1207

2. Address of Premises 827 MAIN ST LAKE GENEVA 53147 Post Office & Zip Code LAKE GENEVA 53147

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

ALCOHOL WILL BE SERVED IN DINING ROOM, FLOOR PLAN ATTACHED

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
ONSITE MANAGER AND AGENT WILL COMPLETE RESPONSIBLE SERVER 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 WISCONSIN and date 07/16/07 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.) FARRELL, AIMEE W	Title/Member OWNER	Date 04/27/21
Signature <i>Aimee Farrell</i>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	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)
FARRELL	AIMEE	W

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.
☒ **MEMBER** of **LAKE GENEVA EGG HARBOR, LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

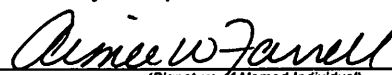
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **N/A- AGENT RESIDENT FOR 27.5 YRS**
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
EGG HARBOR CAFE	300 VILLAGE GREEN 60069	10/01/1985	05/04/2021
Employer's Name	Employer's Address	Employed From	To

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


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
FARRELL	MICHAEL	J

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.
☒ **MEMBER** of **LAKE GENEVA EGG HARBOR, LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

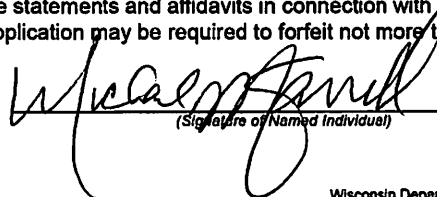
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **N/A- AGENT RESIDENT FOR 27.5 YRS**
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
EGG HARBOR CAFE	300 VILLAGE GREEN 60010	10/01/1985	05/04/2021
Employer's Name	Employer's Address	Employed From	To

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


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)	(last name)	(first name)	(middle name)
Buffa		Adeline	R

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 Lake Geneva Egg Harbor LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

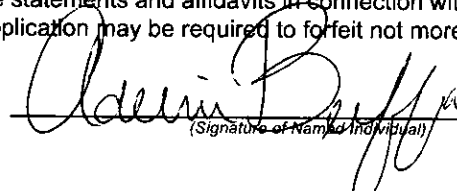
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 27.5 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	Employer's Address	Employed From	To
Egg Harbor Cafe	827 W Mani St. Lake Geneva	08/24/2018	04/27/2021
Employer's Name	Employer's Address	Employed From	To
Manny's Snack Shack	404 S Lake Ave. Twin Lakes	08/15/2012	06/10/2018

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)



Dear Ms. Lana Kropf,

We are requesting a waiver for the Auxiliary form for one of the members of Lake Geneva Egg Harbor, LLC, Mr. John E Wright. Mr. Wright is 90 years old, homebound and is physically unable to sign the Auxiliary form. Thank you for your understanding.

Kelly Rooney

HAMCO, Inc.

300 Village Green, Suite #200

Lincolnshire, IL 60069

Kelly.Rooney@eggharborcafe.com

P: (847) 478-5100



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: Lake Geneva Egg Harbor, LLC

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Egg Harbor Cafe

(Trade Name)

located at 827 MAIN STREET LAKE GENEVA WI 53147

appoints ADELINE BUFFA

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? 27.5 YEARS

Place of residence last year

For: LAKE GENEVA EGG HARBOR, LLC

(Name of Corporation / Organization / Limited Liability Company)

By:

Adeline Buffa

(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, ADELINE BUFFA, 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.

Adeline Buffa

5/4/21

(Date)

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



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 L2059199376



LAKE GENEVA EGG HARBOR LLC
300 VILLAGE GREEN DRIVE SUITE 200
LINCOLNSHIRE IL 60069

Wisconsin Business Tax Registration Certificate

Expiration date: January 31, 2022

Legal/real name: LAKE GENEVA EGG HARBOR LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1026548060-04
Withholding Tax	Withholding Tax	036-1026548060-03

The following is a list of the business locations that you have registered with the Department of Revenue.

456-1026548060-04
LAKE GENEVA EGG HARBOR LLC
827 W MAIN ST
LAKE GENEVA WI 53147-1804

EXHIBIT B

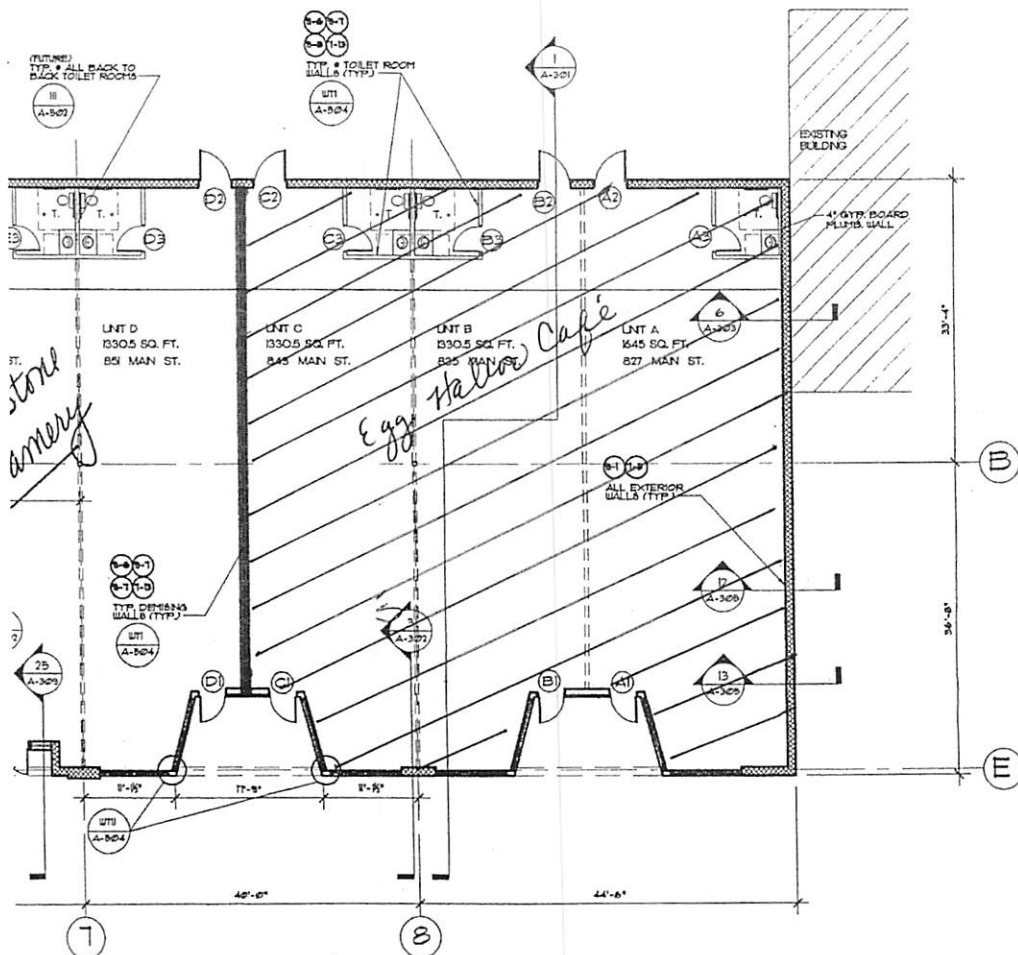


ARCHITECTS
ENGINEERS
CONTRACTORS
DEVELOPERS
MANAGERS

Revisions:

REV. 1

BLDG. FOOTPRINT
17,995 S.F.



All work to be completed as shown, and in accordance with the latest edition of the MSI General Master Specification

MSI General Corporation
P.O. Box 7
Oconomowoc Wisconsin
53066
262.367.3661
Fax 262.367.2764
Estimating
262.367.3662
www.msigeneral.com

Single Source Responsibility™

Project Address:

KEEFE ASSOCIATES
NEWPORT WEST RETAIL
Main & Cook Streets
Lake Geneva, WI. 53147

Date: 5-2004

Drawn By: B. Zorker

Sheet Title:

FLOOR PLAN

Sheet Number:

A-101

Project Number:

P8143

4088

\$25.00 \$30.00 P.S.F.

**City of Lake Geneva
Finance, License, & Regulation Committee
July 6, 2021**

**Prepaid Checks
06/16/21-07/06/21**

**Total:
\$923,117.62**

Checks over \$5,000:

\$	889,487.90	<i>MSI General Corporation-Riviera Reno Payment</i>
\$	5,332.00	<i>Stephanie Lynn Lake Geneva LLC-Riviera Events Coordinator</i>

City of Lake Geneva
Finance, License, & Regulation Committee
July 6, 2021

Accounts Payable

	<u>Fund #</u>	
1. General Fund	11	<u>\$ 105,785.12</u>
2. Debt Service	20	<u>\$ -</u>
3. Lakefront	40	<u>\$ 9,157.44</u>
4. Capital Projects	43	<u>\$ 43,292.70</u>
5. Parking	42	<u>\$ 17,783.36</u>
6. Cemetery	48/49	<u>\$ 220.00</u>
7. Equipment Replacement	50	<u>\$ 17,130.14</u>
8. Library Fund	99	<u>\$ -</u>
9. Impact Fees	45	<u>\$ 28,440.00</u>
10. Tourism Commission	47	<u>\$ 32,693.25</u>
11. Use of Building Funds-Library	98	<u>\$ -</u>
 Total All Funds		 <u><u>\$254,502.01</u></u>

CITY OF LAKE GENEVA

ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000

FINANCE, LICENSE, & REGULATION COMMITTEE

7/6/2021

TOTAL UNPAID ACCOUNTS PAYABLE **\$ 254,502.01**

ITEMS > \$5,000

Andres Medical Billing LTD.-EMS Billing-April & May	\$ 7,030.83
Breezy Hill Nursery-Planting Maintenance-June & July	\$ 5,135.86
Clifton Larson Allen LLP-2020 Audit-Interim Billing	\$ 12,337.50
General Communications Inc.-FD radio equip, PD mobile command radios	\$ 50,034.33
HW Plumbing and Mechanical LLC-Library Plumbing Upgrade	\$ 9,033.00
Lake Geneva Jaycees-Tourism Grant Reimbursement	\$ 10,000.00
Lake Geneva Utility-Water and Sewer Impact Fees	\$ 28,440.00
United Public Safety Inc.-Annual Warranty-hand helds, auto owner lookups	\$ 9,202.50
Vandewalle & Associates Inc.-Planning Services	\$ 7,557.00
Walworth County Visitors Bureau Inc.-Tourism Entity payment 1 of 4	\$ 22,693.25
Walworth County Public Works-Salt-March	\$ 9,686.18
YMCA-July/August payment	\$ 9,180.00

Balance of Other Items **\$ 74,171.56**

Our existing Mission Statement:

Our mission is to preserve a small city atmosphere, reasonable cost of living and high quality of life by carefully controlling land use and development and delivering high quality programs and services in a responsible manner.

Goals:

To deliver all municipal services in the most efficient, cost effective manner utilizing best practices and incorporation of technology.

To cultivate and organizational environment that empowers an engaged, innovative, and diverse municipal employee base.

To remain a responsible and forward thinking steward of financial, natural and historic resources.

To maintain a sense of community while recognizing that our tourism based economy is a unique factor for our city.

To encourage sustainable economic strategies and progressive quality of life initiatives.

City of Lake Geneva

2022 Budget Process Schedule

Tuesday, July 6, 2021	<u>Regular Finance, License, and Regulation Committee (FLR) Meeting - Review Timeline</u>
Monday, July 12, 2021 6:00 PM	<u>Regular City Council Meeting – Approve Timeline</u>
Tuesday, July 27, 2021	Administrator’s staff meeting to notify Department Heads of Budget due dates and guidelines
Tuesday, August 24, 2021	Department Capital Improvements (updated) and Equipment Replacement Budgets due to City Finance Director/Comptroller
Friday, September 10, 2021	Department 2022 Operating Budget Requests due to City Finance Director/Comptroller
Thursday, September 23, 2021 9:00 am – 11:30 am	<u>Special FLR Meeting (Council Chambers):</u> Department Budget Request Presentations 9:00 Library 9:20 Parking 9:40 Court 9:50 Clerk 10:00 Lakefront 10:30 PW/Streets/Parks/Cemetery
Thursday, September 23, 2021 1:00 pm – 3:30 pm	<u>Special FLR Meeting (Council Chambers):</u> Department Budget Request Presentations 1:00 Fire 1:30 Police/ Emergency Mgmt 2:15 Bldg & Zoning 2:30 Administrator 2:45 Finance/Attorney 3:00 Tourism 3:15 Outside Entities
Tuesday, September 28, 2021	Compile/review all Budget requests by Administrator, Finance Director/Comptroller, Mayor, and FLR Chair
Wednesday, October 6, 2021 4:30 pm	<u>Special FLR Meeting</u> – Presentation of Budget Summary/Budget Workshop - Review and Recommendations
Wednesday, October 13, 2021 4:30pm	<u>Special FLR Meeting</u> – Budget Workshop - Review and Recommendation
Wednesday, October 20, 2021 4:30 pm	<u>Special FLR Meeting</u> – Budget Workshop – Review and Recommendation (if needed)
Monday, October 25, 2021 6:00pm	<u>Regular City Council</u> – approve Budget Summary to publish (preliminary budget on website)
Friday, October 29, 2021	Deadline to newspaper for publishing Budget Summary
Thursday, November 4, 2021	Publication Date for the Budget Summary
Monday, November 22, 2021 6:00pm	<u>Regular Council Meeting with a Public Hearing</u> for the 2022 City Budget

CITY OF LAKE GENEVA

AGENDA ITEM REQUEST FORM

PLEASE ATTACH ANY INFORMATION THAT YOU WOULD LIKE INCLUDED IN THE AGENDA PACKET.

1. Name of individual(s) requesting agenda item. (Per § 2.42(c) of the municipal code, agenda item request must be submitted by two Aldermen, Mayor or Administrator and must be received by the City Clerk at least two Fridays prior to the scheduled City Council meeting.)

Mary Jo Fesenmaier
Cynthia R. Flower

2. Item requested to be placed on agenda. (Please list as you would like to see it on the agenda.)

Discussion/recommendation regarding speed bumps on Center Street (north) leading to Stoneridge subdivision.

3. Committee, Board or Commission which you are asking to review this item.

Common Council

4. Date of meeting(s).

July 11, 2021

Signature: Mary Jo Fesenmaier

Date: June 29, 2021

Signature: [Signature]

Date: June 29, 2021

For Office Use Only

Date Received by Clerk: June 30, 2021

Committee/Council and Meeting Date Scheduled: Council Meeting 7/14/21

Notes: _____

Copies Provided to: City Administrator