



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, OCTOBER 11, 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:

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AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Flower
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of September 27, 2021 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on October 5, 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.

NONE

10. Items removed from the Consent Agenda

11. First Reading of **Ordinance 21-10** an ordinance amending Chapter 2, Administration, Article VII, Public Records, Section 2-377(c)(5), Review and approval by Public Records and Forms Board renaming as Adoption of Schedule; as it relates to adopting the General Records Schedule for Wisconsin Municipal and Related Records
12. 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
13. Second Reading of **Ordinance 21-08** an ordinance amending Chapter 26, Elections, Section 26-3, Election Officials; adding section 26-3(c) as it relates to scheduling of Election Inspectors and Section 26-6, Polling Locations; as it relates to designation of a polling location for the City of Lake Geneva
14. Discussion/Action regarding entering consent to assignment and assumption of Development for Vistas of Lake Geneva by and among City of Lake Geneva, Lake Geneva Utility Commission, Omega Homes-Vistas LLC, and Vistas of Lake Geneva, LLC
15. **Recommendation of the Finance, Licensing, and Regulation Committee of October 5, 2021- Ald. Howell**
 - a. Discussion/Action regarding Change Order #9 filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$2,768.00 *(carried over at the September 27, 2021 Common Council Meeting)*
 - b. Discussion/Action regarding final pay request filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$40,938.00 *(carried over at the September 27, 2021 Common Council Meeting)*
 - c. Discussion/Action regarding Change Order #8 filed by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$206,020.00 *(carried over at the September 27, 2021 Common Council Meeting)*
 - d. Discussion/Action regarding final pay request file by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$290,682.00 *(carried over at the September 27, 2021 Common Council Meeting)*
 - e. Discussion/Action regarding **Resolution 21-R66** a resolution authorizing the transfer of funds from General Fund-Assigned Fund Balance-Riviera Project to Capital Projects Fund for the amount of budget overage on the Riviera Project – Phases 1 and 2
 - f. Discussion/Action regarding **Resolution 21-R67** a resolution amending the City of Lake Geneva Fee Schedule as it relates to the 2022 Riviera Ballroom Corporate Rental Events
 - g. Discussion/Action regarding Contract Change Order Request #2 for the 2021 Lake Geneva Streets Program as it relates to the striping of Edwards Blvd at the Edwards Blvd and Highway 50 in an amount not to exceed \$15,335.50
 - h. Discussion/Action regarding approval of two Library patron parking stalls to be located on Cook Street, east of the Lake Geneva Public Library

- i. Discussion/Action regarding awarding Agreement for Appraisal Services for the years 2022-2024 to Associated Appraisal Consultants INC; contract to provide annual maintenance assessment services
- j. Discussion/Recommendation regarding **Resolution 21-R65** a resolution establishing Ward Boundaries to reflect population changes according to the 2020 Census of Population
- k. Discussion/Acceptance of October 5, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

16. Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding: **1) White River Holdings, LLC 2) WI Tax Appeals Commission Case brought Mary Black et al. vs. City of Lake Geneva**

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

18. 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, SEPTEMBER 27, 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 6:05 p.m.

Aldersperson Fesenmaier led the Council in the Pledge of Allegiance.

Roll Call

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

Absent: Straube

Awards, Presentations, Proclamations, and Announcements

None

Re-consider business from previous meeting

None

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

Sarah Hill; Spoke in regards to the Riviera Restoration Project and asked questions regarding the change orders brought forward.

Acknowledgement of Correspondence

Clerk Kropf explained that no correspondence was received.

Approve the Regular Council Minutes of September 13, 2021 and Special Council Minutes of September 21, 2021 as prepared and distributed

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

CONSENT AGENDA– Recommended by Finance, Licensing and Regulation on September 21, 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 Badger High School for the event of Annual Homecoming Parade to be held Friday, October 15, 2021 from 4:00 p.m. to 5:30 p.m.

-Agent Change for Samson Enterprises LLC to Tai Starr Serna

-Annual City Wide Trick or Treating to be held Sunday, October 31, 2021 from Noon to 4:00 p.m.

Motion by Howell to approve the consent agenda, second by Hedlund. No discussion. Motion carried 7-0.

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. No action taken.

First Reading of Ordinance 21-08 an ordinance amending Chapter 26, Elections, Section 26-3, Election Officials; adding section 26-3(c) as it relates to scheduling of Election Inspectors and Section 26-6, Polling Locations; as it relates to designation of a polling location for the City of Lake Geneva
Mayor Klein offered Ordinance 21-08 as a first reading. No action taken.

Recommendation of the Finance, Licensing, and Regulation Committee of September 7, 2021 and September 21, 2021- Ald. Howell

Discussion/Action regarding the Original Regular “Class B” Intoxicating Liquor license and Class “B” Fermented Malt Beverage license application filed by Ovalle-Perez LLC d/b/a Taqueria el Gallo de Oro, Agent, Cynthia Perez, located at 820 Williams St, Lake Geneva
Motion by Howell to approve, second by Yunker. No discussion. Motion carried 7-0.

Discussion/Action regarding an Original “Class A” Intoxicating Liquor License and Class “A” Fermented Malt Beverage License Application filed by Fontana Petro Inc d/b/a Fontana Petro, Agent, Prabh Thind, located at 501 Interchange North, Lake Geneva
Motion by Howell to approve, second by Halverson. No discussion. Motion carried 7-0.

Discussion/Action regarding approval of \$75 ticket price for the New Year’s Eve Gala at the Riviera Ballroom to fund the Never Say Never Playground
Motion by Howell to approve, second by Yunker. Hedlund stated that he is not favor of the City fundraising for non-profit organizations. He also expressed concerns with how the equipment will be maintained for the years to come. Halverson agreed that the City shouldn’t be in a position to hold events for non-profit events. Flower added the event permits that were approved noted that staff would only be in charge of clean up and security staffing; she expressed concerns with City staff completely additional tasks for these events. Fesenmaier noted the Tourism Commission approved the funds for marketing of such events and that the event permit application had come before the Council earlier this year, without opposition. She added that the proceeds from the event should go to the non-profit, but that should the City incur any expenses those be paid back first. Motion carried 5-2, on a roll call vote with Flower and Hedlund voting no.

Discussion/Action regarding City of Lake Geneva Insurance Renewal for 2021-2022
Motion by Howell to approve, second by Yunker. Council discussion included that all policies will be through the League Mutual Insurance. Paul Lessila with R & R Insurance noted that due to a large claim filed for the cyber security in 2020, they went to the market to find a new carrier. They were able to find a more cost effective plan through the League versus the previous carrier, CHUBB.
Motion was then clarified that all policies would be through the WI League of Municipalities Insurance. Motion carried 7-0.

Discussion/Action regarding awarding the contract for 2021-2023 Auditing Services for the City of Lake Geneva, Lake Geneva Utility Commission, and the Lake Geneva Downtown Business Improvement District to WIPFLI LLP
Motion by Howell to approve, second by Hedlund. Howell noted that this is not related to the potential forensic audit for the Downtown Business Improvement District. Motion carried 7-0.

Discussion/Action regarding awarding the contract for 2022-2024 Piers and Buoys Maintenance to Gage Marine
Motion by Howell to approve, second by Yunker. Howell stated this was the only bid received. Motion carried 7-0.

Discussion/Action regarding Change Order #9 filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$2,768.00

Motion by Howell to approve, second by Yunker. Flower inquired which body had given the approval for the work to be completed to warrant this change order.

Motion by Howell to allow Dave Luterbach and Jay Craig, from MSI General, to address the Council, second by Flower. Motion carried 7-0.

Jay Craig from MSI addressed the Council regarding the project. He noted that they did not stop work for every repair to come to the Council as they were coming up to the deadline to have the project completed. He noted that the work itself had been approved, but the cost had not. He also added that there had been weekly meetings with various staff members and they were briefed on the progression of the project.

Finance Director Hall gave an overview of the project cost analysis. She noted the budget amount, set by the City, reflected the contract price. Based on the contract price and the cost of the work done, the project is over budget by about \$381,000; this can be paid from the City's healthy fund balance. Flower would like to see this continued to obtain more information related to the work approvals.

Motion by Flower to continue, second by Halverson. Motion carried 6-1, with Yunker voting no.

Discussion/Action regarding final pay request filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$40,938.00

Motion by Howell to continue, second by Flower. No discussion. Motion carried 6-1, with Yunker voting no.

Discussion/Action regarding Change Order #8 filed by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$206,020.00

Motion by Howell to continue, second by Flower. No discussion. Motion carried 6-1, with Yunker voting no.

Discussion/Action regarding final pay request file by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$290,682.00

Motion by Howell to continue, second by Flower. No discussion. Motion carried 6-1, with Yunker voting no.

Discussion/Acceptance of September 21, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

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

Recommendation of the Planning Commission of September 20, 2021- Ald. Dunn

Discussion/Action regarding **Resolution 21-R62** a resolution authorizing to amend a Precise Implementation Plan (PIP) filed by Badger High School, for a request to amend the existing Precise Implementation Plan PIP, this proposal for the property located at 220 E. South St. that would allow for a building addition within the Planned Development (PD) zoning district, Tax Key No. ZYUP00149G

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

Discussion/Action regarding **Resolution 21-R63** a resolution authorizing the issuance of a Conditional Use Permit for Meghan Zukowski, 355 Oakwood Ln., Lake Geneva, for a proposed land use for Professional Services involving Tattoos and Permanent Cosmetics Above the Clavicle at 101 Broad St., Unit 201, in the Central Business zoning district, Tax Key Nos. ZCNG00001 through ZCNG00041 & ZCNG200001 through ZCNG200030

Motion by Dunn to approve, second by Fesenmaier. No discussion. Motion carried 6-0, with Yunker abstaining.

Discussion/Action regarding **Resolution 21-R64** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Lara L. Delheimer Trust, 3928 Johnson Ave., Western Spring, IL, 60558., 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 Flower. Dunn noted this had been previously approved but there had since been a change. He added that the ER-1 Zoning request was in relation to the requested setbacks. Motion carried 7-0.

Discussion/Action regarding entering into an engineering services contract with Nielsen Madsen and Barber for a construction plan review of Symphony Bay Phase 5 by Fairwyn Homes; Approximate cost of \$4,000 to be billed to the developer

Attorney Draper explained that Kapur Engineering had done the original engineering for this project. This would need to be reviewed by another engineer firm to avoid a conflict of interest. Flower stated that she is in favor of another firm completing the review, but would like to see that more than one proposal brought forward for consideration. Building & Zoning Administrator Walling stated that this would be a re-engineering of a storm water detention pond; this firm has originally reviewed the development and is familiar for the project. Flower stated that she is not comfortable with approving this agenda item as it is a conflict of interest.

Motion by Fesenmaier to continue to the next Council meeting to determine if there is a conflict, second by Flower. Motion by carried 4-3, on a roll call vote with Howell, Yunker, and Dunn voting no.

Mayoral Appointments

Appointment of Sonja Akright to the Historic Preservation Commission with a term to expire May 1, 2023

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

Adjournment

Motion by Howell to adjourn, second by Dunn. Motion carried 7-0. The meeting adjourned at 7:19 p.m.

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending Chapter 2, Administration, Article VII, Public Records, Section 2-377(c)(5), Review and approval by Public Records and Forms Board renaming as Adoption of Schedule; as it relates to adopting the General Records Schedule for Wisconsin Municipal and Related Records			
Committee	Finance, Licensing, and Regulation approved October 5, 2021		
Fiscal Impact:	N/A		
File Number:	21-10	First Reading :	October 11, 2021
		Second Reading :	October 25, 2021

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

Sec. 2-377 Public records retention policy.

- (a) Purpose. The purpose of this section is to establish a City records retention schedule and authorize destruction of City records pursuant to the schedule on an annual basis. Records custodians may destroy a record prior to the time set forth in the schedule only if such a record has been photographically reproduced as an original record or converted to optical disk format pursuant to W.S.A. § 16.61(7).

Any record not covered by this or any regulation or law shall be retained seven years unless the record is added by amendment into the ordinance and the shorter time period approved by the state Public Records and Forms Board.

- (b) Definitions. As used in this article, the following terms shall have the meanings indicated.

LEGAL CUSTODIAN

The individual responsible for maintaining records pursuant to W.S.A. § 19.33.

RECORD

Has the meaning defined in W.S.A. § 19.32(2).

- (c) General provisions.

- (1) Historical records — Notification to State Historical Society of Wisconsin. Under W.S.A. § 19.21(4)(a), municipalities must notify the State Historical Society of Wisconsin (SHSW) prior to destroying records. However, the SHSW has waived the required statutory sixty-day notice for any record designated in the retention schedule with "waived" (waived notice). The SHSW must be notified prior to destruction of any record designated with "notify" (not waived). "N/A" indicated not applicable and applies to any record designated for permanent retention with the original custodian.

Notice to the SHSW is also required for any record not listed in this ordinance.

- (2) Microfilming or optical imaging of records. Local units of government may keep and preserve public records through the use of microfilm or optical imaging providing the microfilm or optical imaging meets the applicable standards in W.S.A. §§ 16.61(7) (microfilm) and 16.612 (optical imaging). Retention periods and estimated costs and benefits of converting records between different media should be considered in deciding which records to microfilm or store in the optical disk format. After verification, records converted to microfilm or optical imaging should be destroyed. The retention periods identified in this ordinance apply to records in any media.
- (3) Destruction after request for inspection. No requested records may be destroyed until after the request is granted or 60 days after the request is denied. If an action is commenced under W.S.A. § 19.37, the requested record may not be destroyed until after a court order is issued and all appeals have been completed. See W.S.A. § 19.35(5).

- (4) Destruction pending litigation. No record subject to pending litigation shall be destroyed until the litigation is resolved.
- (5) ~~Review and approval by Public Records and Forms Board. This section and the retention periods of less than seven years have been reviewed and approved by the Public Records and Forms Board.~~ Adoption of Schedule. Except records maintained by the City of Lake Geneva Police Department, the City of Lake Geneva hereby adopts and incorporates herein the General Records Schedule for Wisconsin Municipal and Related Records approved by the Public Records Board, including all definitions and subsequent revisions, amendments, and additions.
- (d) Records retention schedules.

Police Department		
Brief Description	Retention Period	SHSW Notify
911 ANI/ALI lookups and 911 records	EVT + 5	Waived
Accident reports	EVT + 3	Waived
Accommodation requests	CR + 1	Waived
Alcohol tickets	EVT + 3	Waived
Arrest records	EVT + 3	Waived
Arrest statistics	CR + 3	Waived
Big Brother tapes	CR + 120 days	Waived
Bond receipt log book	CR + 7	Waived
Case files—Arrest felonies	EVT + 6	Waived
Case files—Arrest misdemeanors	EVT + 3	Waived
Case files—Non-arrest, felonies	EVT + 6	Waived
Case files—Non-arrest, misdemeanors	EVT + 3	Waived
Case files—Non-arrest, no victims or charges	EVT + 3	Waived
CIB/NCIC entry log	CR + 2	Waived
Citizen complaints against personnel	CR + 7	Waived
Compensatory time/vacation/admin. leave requests	3 years after leave ends	Waived
Complaint sheets	CR + 3	Waived
Criminal history log	CR + 2	Waived
Daily incarceration reports and related documents	CR + 8	Waived
Dispatch rolling logs	CR + 7	Waived
Employment references	CR + 1	Waived
Evidence sheets	CR + 3	Waived
Exposure records	30 years after term of employment	Waived
Fingerprint cards	Indefinite	
Housewatch forms	CR + 1	Waived
Industrial accident forms and files	CR + 5	Waived
Internship records	CR + 2	Waived
Job advertisements	CR + 6	Waived
Job applications	6 years from receipt	Waived
Job evaluations	CR + 6	Waived

Brief Description	Police Department	
	Retention Period	SHSW Notify
Lockout forms	CR + 2	Waived
Medical exams	30 years and duration of employment	Waived
Missing person reports (non-active)	CR + 3	Waived
MMT hit sheets	CR + 1	Waived
Mug shots	CR + 8	Waived
Notices for overtime	CR + 1	Waived
Officer alert sheets	CR + 2	Waived
Officer daily activity reports	CR + 7	Waived
Open records requests	CR + 3	Waived
Ordinance tickets	EVT + 3	Waived
Parking violation tickets	EVT + 2	Waived
Payroll (overtime/holiday sheets)	CR + 3	Waived
Personnel rosters	CR + 7	Waived
Police and Fire Commission reports	CR + 3	Waived
Promotion opportunity ads	CR + 6	Waived
Protective custody forms	EVT + 3	Waived
Radar certifications/report	CR + 4	Waived
Receipt books	CR + 2	Waived
Resumes	1 year after receipt	Waived
Ride along records	CR + 1	Waived
Roll call sheets	CR + 1	Waived
Schedules	CR + 3	Waived
Sick leave records	CR + 1	Waived
Traffic tickets	EVT + 3	Waived
Traffic/equipment violation warnings	EVT + 2	Waived
Training notices/signups	CR + 1	Waived
Triple-A reports	CR + 3	Waived
TTY log sheets	CR + 1	Waived
Validation verification	CR + 2	Waived
Wrecker rotation list	CR + 2	Waived

LEGEND:

Brief description: Provide a brief description of the records. Group specific items such as forms into logical groups that have the same function or purpose.

Retention period: Refers to the time that the identified record must be kept until destruction.

- CR stands for creation which usually refers to receipt or creation of the record.
- EVT stands for event and refers to an occurrence that starts the retention clock ticking. Close of contract, termination of employee, and disposition of a case are common events.

Period of time: Is expressed in years unless specifically identified as months or days.

SHSW notification: Refers to whether or not a City must notify the State Historical Society of Wisconsin of its intention to destroy records.

- Waived means that the requirement notification has been waived.

Brief Description**Police Department****Retention Period****SHSW Notify**

Again, notice to the SHSW is required for any record not listed in this section.

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 25th day of October, 2021.

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

Mayoral Action:☐**Accept**☐**Veto**

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

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 :	September 27, 2021
		Second Reading :	October 11, 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 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 existing Landscape Surface Ratio, 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-~~510~~303. 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 98-540303. 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 11th day of October, 2021.

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

Attest:

Page 7 of 7

Memo to City of Lake Geneva

To: Fred Walling, City Zoning Administrator **Date:** October 4, 2021

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

CC: Jackie Miche, Vandewalle
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: Stormwater Management Review for Conditional Use Permits / Zoning Overlay Districts

Recent updates to the Zoning Code requiring stormwater reviews for specific conditional use permits (CUP) and developments within certain Zoning Overlay Districts are based on Section 78-247(d)(3) of the municipal code that states, ***“Notwithstanding the applicability requirements in Subsection (d)(1), this section applies to post-construction sites of any size that, as determined by the Building Inspector, Zoning Administrator, and/or City Engineer are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, causes undue channel erosion, or increases water pollution by scouring or the transportation of particulate matter.”***

Except in the cases outlined in the Zoning Code, stormwater reviews are required for developments over 1-acre of land disturbance, residential development with a gross aggregate impervious area of 1.5 acres, or non-residential land development which creates an impervious area of 0.5 acres or more.

Requiring stormwater review for CUP and development within Zoning Overlay Districts will require smaller developments (often much less than 1-acre of disturbance) to consider best management practices (BMPs) to mitigate the increase in stormwater peak discharge and volume from increased impervious. **Applying the existing stormwater ordinance to these cases must consider the impact of proposed improvements, site-specific conditions, and professional judgement to determine compliance to the maximum extent practicable.**

There are three (3) major components to a stormwater review based on Municipal Code section 78-247: total suspended solids (TSS) removal, peak discharge, and infiltration. Below is a summary of how each performance standard is applied to CUP and Zoning Overlay District reviews.



Ordinance Language:

Section 78-247 Storm sewers: Stormwater Management

(h) (4) (a) Total Suspended Solids.

Best Management Practices (BMPs) shall be designed, installed, and maintained to control total suspended solids carried in runoff from the post-construction site as follows:

1. BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in Subsection (h)(4)a2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.
2. Maximum extent practicable. If the design cannot meet a total suspended solids reduction performance standard of Table 1, the stormwater management plan shall include a written, site-specific explanation of why the total suspended solids reduction performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.

Table 1	
TSS Reduction Standards	
Development Type	Total Suspended Solids Reduction
New development	80%
In-fill development	80%
Redevelopment and roads	40% of load from parking areas

3. Off-site drainage. When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

Application to CUP/ Zoning Overlay District

Proposed improvements under the CUP/Zoning District condition typically consist of redevelopment sites or small additions that increase impervious surfaces. TSS removal requirements have been applied to the area of new impervious surface at 80% removal and the redevelopment sites at 40% removal. Compliance for TSS removal has been demonstrated with the use of filter strips, infiltration trenches, storm structures with sumps, and proprietary filters.

Often applicants have chosen to use the WDNR Technical Standard 1009 for Rain Gardens to demonstrate TSS removal. The technical standard assists applicants in sizing raingardens for small tributary areas to address TSS removal requirements and credits infiltrated stormwater at 100% and filtered stormwater at 80%.



The sizing table on the guidance is used for 100% volume runoff control (based on the average annual rainfall) for the increased impervious surfaces and is based on soil type that is demonstrated using the NRCS Soil Survey.

Please note that site specific soil boring information have not been required for CUP / Zoning Overlay stormwater reviews.

Ordinance Language:

Section 78-247 Storm sewers: Stormwater Management

(h) (4) (b) Peak Discharge.

Peak discharge. BMPs shall be designed, installed, and maintained to control peak discharge from the post-construction site as follows:

1. By design, BMPs shall be employed to maintain or reduce the one-year, twenty-four-hour, the two-year, twenty-four-hour, the ten-year, twenty-four-hour, and the one-hundred-year, twenty-four-hour post-construction peak runoff discharge rates to the one-year, twenty-four-hour, the two-year, twenty-four-hour, the ten-year, twenty-four-hour, and the one-hundred-year, twenty-four-hour predevelopment peak runoff discharge rates respectively, or to the maximum extent practicable.

Application to CUP/ Zoning Overlay District

Stormwater reviews for CUP and Zoning District Overlay developments typically involve smaller lots that do not have significant surface area for stormwater management options; thus, often choose a rain garden or other BMP appropriate for smaller drainage areas. A small change in impervious surface, depending on the drainage area considered, may not demonstrate an increase in peak discharges from the site. BMPs that reduce peak flow rates and promote infiltration are encouraged and often applied on these smaller sites. Developments with greater increases in impervious surface have demonstrated peak reduction with underground stormwater storage systems.

Small sites have demonstrated compliance of this provision using the WDNR Technical Standard 1009 for Rain Gardens. The applicant is asked to size the BMP for 100% volume runoff control (based on the average annual rainfall volume) for the increased impervious surfaces and is based on soil type that is demonstrated using the NRCS Soil Survey. While the sizing guidance is based on the average annual rainfall volume, Kapur has used hydrograph modeling for the 100-year 24-hour rainfall event to verify the sizing guidance also reduces the 100-year 24-hour peak flow rate to existing conditions (for small drainage areas).



Ordinance Language:

Section 78-247 Storm sewers: Stormwater Management

(h) (4) (c) Infiltration.

1. Best management practices. BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following or to the maximum extent practicable:

a. Low imperviousness. For development up to 40% connected imperviousness, such as parks, cemeteries, and low-density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90% of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1% of the post-construction site is required as an effective infiltration area.

Application to CUP/ Zoning Overlay District

New developments on vacant lots may be required to demonstrate the proposed improvements meet the infiltration requirements cited above; however, the Ordinance allows for infiltration to be optional if soils demonstrate less than 0.6 inch per hour infiltration rates.

Stormwater reviews for re-developments and/or additions under the CUP / Zoning District Overlay condition are typically small and often compacted from previous development activities. In such cases, developments in this scenario are asked to select a BMP that promotes infiltration (such as filter strips, rain gardens, etc). No additional calculations have been required from such submittals to demonstrate stormwater infiltration volumes.

ORDINANCE OF THE COMMON COUNCIL

An ordinance amending Chapter 26, Elections, Section 26-3, Election Officials; adding section 26-3(c) as it relates to scheduling of Election Inspectors and Section 26-6, Polling Locations; as it relates to designation of a polling location for the City of Lake Geneva

Committee			
Fiscal Impact:	N/A		
File Number:	21-08	First Reading :	September 27, 2021
		Second Reading :	October 11, 2021

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

Sec. 26-3 Election officials.

- (a) Number. Unless otherwise provided under W.S.A. § 7.30, the number of election officials in the several aldermanic districts of the City shall be five inspectors. The City Clerk can reduce the number of inspectors by resolution.
- (b) Chairman and Chief Inspector; duties. The City Clerk shall be the Chairman of the Election Board. On election day, the Chairman shall select an inspector to act as Chief Inspector whose duty it shall be to supervise the other election officials in his aldermanic district pursuant to the directions of the Chairman. The inspectors so selected shall perform such duties in addition to their other duties or be subject to removal from office.

(c) Scheduling of Election Inspectors. The City Clerk or Assistant City Clerk shall have the discretion to schedule Election Inspectors based on availability of Inspectors or anticipated need of any given election. Inspectors may be scheduled for the whole Election Day or partial Election Day.

Sec. 26-4 Voting machines.

- (a) The City hereby adopts the use of an electronic voting system authorized by the state statutes and approved under W.S.A. § 5.91, for use in the state.
- (b) The City authorizes the purchase of all necessary materials and equipment for such system for use in Aldermanic Districts I, II, III and IV.

Sec. 26-5 Primary election.

The City shall hold a primary election on the third Tuesday of February if more than two candidates have filed nomination papers for the same municipal office.

Sec. 26-6 Polling places.

There shall be ~~two one~~ polling places for the City. Residents of Aldermanic Districts I, ~~and II, III, and IV~~ shall vote at the City Hall building, 626 Geneva Street. ~~Residents of Aldermanic Districts III and IV shall vote at the fire station, 730 Marshall Street. The City Council may by resolution designate the City Hall building, 626 Geneva Street, as the sole polling place for Aldermanic Districts I, II, III and IV when only statewide primaries and referendums are on the ballot, and when low voter turnout is anticipated.~~

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 11th day of October, 2021.

CONSENT TO ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT

This Consent to Assignment and Assumption of Development (this "Consent"), made as of August __, 2021, by the City of Lake Geneva, a municipal corporation of the State of Wisconsin (the "City"), and Lake Geneva Utility Commission, Walworth County, Wisconsin ("Utility") in favor of Omega Homes-Vistas, L.L.C., a Wisconsin limited liability company ("Assignor"), and Vistas of Lake Geneva, L.L.C., a(n) _____ limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor, as owner, developer, and declarant of the Land has obtained GDP and PIP approval from the City for a subdivision called the Vistas of Lake Geneva (the "Subdivision") consisting of fifty-eight (58) platted lots in the Subdivision, one (1) existing lot adjacent to the Subdivision, and a detention facility; and

WHEREAS, Assignor has entered into a Real Estate Sale Agreement (the "Purchase Agreement") with Assignee, pursuant to which Assignor has agreed to sell to Assignee substantially all its interest in the Subdivision as developer, declarant or otherwise.

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have entered into that certain Assignment and Assumption of Development (the "Assignment and Assumption of Development") effective as of the date of closing on the purchase of the Subdivision pursuant to the Purchase Agreement.

WHEREAS, unless otherwise defined herein, capitalized terms used in this Consent shall have the meanings set forth in the Assignment and Assumption of Development; and

WHEREAS, it is a condition to the closing of the Purchase Agreement that this Consent be executed and delivered by the City and Utility;

WHEREAS, the Purchase Agreement shall be closed in escrow and the effective date of this Agreement shall be subject to and contemporaneous with the escrow disbursement date for the Purchase Agreement (the "Effective Date").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and Utility hereby agree in favor of Assignor and Assignee as follows:

1. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

2. Effective as of the Effective Date, the City and Utility hereby consent to and approve the assignment of the Assigned Rights from Assignor to Assignee.

3. Upon Assignee's assumption of the Assigned Rights pursuant to the Assignment, as of the Effective Date, City and Utility hereby (a) acknowledges and agrees that Assignee shall replace Assignor as a party to each of the Assigned Rights, and (b) releases Assignor from any and all claims, damages, liabilities, duties, obligations, costs and expenses under or in connection with any of the Assigned Rights arising on or after the Effective Date.

4. City and Utility hereby affirm as of the date of this Consent the following information: (i) each of the Assigned Rights to which the City and/or the Utility is a party are in full force and effect; (ii) none

of the Assigned Rights has been modified or amended in writing or orally or by course of conduct, except as specifically set forth on **Exhibit 1** hereto; and (iii) there are no uncured defaults by Assignor under any of the Assigned Rights and no event has occurred which with the passage of time or giving of notice, or both, would constitute a default on the part of Assignor under any of the Assigned Rights.

5. City and Utility affirmatively state that the Assigned Rights being assigned, which includes the Necessary Permits, are the only documents, permits, and/or approvals, which are or will be necessary for the Assignee to obtain building permits to construct the infrastructure and the homes in the Subdivision, subject to distributions from the escrow closing, and subject to City receipt of the appropriate bond and the appropriate permit fees to the City.

6. This Consent shall only become effective upon the closing of the Purchase Agreement and disbursement of the escrow. However, once fully executed the parties shall be bound to this Consent, which shall only be deemed null and void if the Purchase Agreement is terminated.

EXECUTED this ____ day of _____, 2021

CITY OF LAKE GENEVA,
a Wisconsin municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

EXHIBIT 1

[Assignment and Assumption of Development]

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT

This Assignment and Assumption of Development (this "Assignment and Assumption of Development"), is effective this ____ day of _____, 2021 ("Effective Date"), by Omega Homes-Vistas, L.L.C., a Wisconsin limited liability company ("Assignor"), and Vistas of Lake Geneva, L.L.C., a(n) _____ limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain property legally described on **Exhibit A** attached hereto and incorporated herein (collectively, the "Land") which Land has had a general development plan ("GDP"), attached hereto and incorporated herein as **Exhibit B**, and a precise implementation plan ("PIP"), attached hereto and incorporated herein as **Exhibit C**, approved by the City of Lake Geneva (the "City") for a subdivision called the Vistas of Lake Geneva (the "Subdivision") consisting of fifty-eight (58) platted lots in the Subdivision, one (1) existing lot adjacent to the Subdivision, and a detention facility; and

WHEREAS, Assignor has entered into a Developer's Agreement dated _____ with the City ("Developer's Agreement"), attached hereto and incorporated herein as **Exhibit D**, which provides Assignor certain rights to develop the Subdivision to be assigned to the Assignee.

WHEREAS, Assignor has created a Declaration of Covenants for Vistas of Lake Geneva dated _____ ("Declaration") to be recorded at closing, attached hereto and incorporated herein as **Exhibit E**, which provides Assignor certain declarant's rights to be assigned to the Assignee.

WHEREAS, Assignor has obtained certain permits and approvals for the development of the Subdivision ("Necessary Permits and Approvals"), attached hereto and incorporated herein as **Exhibit F**, which provides Assignor the right to begin construction of all infrastructure improvements as detailed in the approved engineering plans upon receipt by the City of the appropriate performance bond. Said Necessary Permits and Approvals are to be assigned to the Assignee.

WHEREAS, Assignor has entered into a Regent Hill Condominium Agreement dated _____, attached hereto and incorporated herein as **Exhibit G**, which provides Assignor rights to use the sign at Highway H and Edgewood Drive, (ii) to an easement from the HOA to place a storm water pipe to allow stormwater to flow from the lower pond into the HOA's storm pond, and (iii) to release an outdated access agreement recorded in the Walworth County Register of Deeds as Doc. No. 831679.

WHEREAS, Assignor has entered into an Engineering Contract with Cardinal Engineering dated _____, attached hereto and incorporated herein as **Exhibit H**, and all work under such Engineering Contract has been completed, approved, permitted, and paid in full by Assignor for work completed through date of close, and all work product from such Engineering Contract is to be assigned to the Assignee.

WHEREAS, Assignor has entered into and shall be made effective upon closing and escrow disbursement a Water Tower Improvements Agreement with the City and the Lake Geneva Utility Commission, Walworth County, Wisconsin, attached hereto and incorporated herein as **Exhibit I**, which provides Assignor certain rights with respect to the water tower improvements benefitting the Subdivision.

WHEREAS, Assignor has entered into a Real Estate Sale Agreement (the "Purchase Agreement") with Assignee, pursuant to which Assignor has agreed to sell to Assignee substantially all its interest in the Subdivision as developer, declarant or otherwise.

WHEREAS, the Purchase Agreement shall be closed in escrow and the Effective Date herein shall be subject to and contemporaneous with the escrow disbursement date.

WHEREAS, Assignor desires to transfer and assign all its rights, title, interest and obligations in, to and under each of the above-referenced **Exhibits B-I** ("Assigned Rights"), in accordance with the terms of this Assignment and Assumption of Development Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

2. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under each of the Assigned Rights, and Assignee hereby accepts the same.

3. Assignee hereby expressly assumes and agrees to perform all obligations and liabilities of Assignor under each of the Assigned Rights as of the Effective Date as if each of the Assigned Rights was entered into between the counterparty thereto and Assignee.

4. As of the Effective Date, Assignee shall replace Assignor as a party to each of the Assigned Rights, and Assignor shall be liable for all claims, damages, liabilities, duties, obligations, costs and expenses of Assignor arising thereunder from and after the Effective Date.

5. Assignor represents and warrants that each of the Assigned Rights is in full force and effect and is fully assignable and that such assignment is permitted under the terms and conditions of each such Assigned Rights.

6. From and after the Effective Date, Assignee shall be entitled to all rights, title, interests and benefits to which Assignor is entitled under each of the Assigned Rights.

7. This Assignment and Assumption of Development shall be binding upon and inure to the benefit of the parties, their successors and assigns.

8. This Assignment and Assumption of Development shall only become effective upon the closing of the Purchase Agreement and disbursement of the escrow. However, once fully executed the parties shall be bound to this Assignment and Assumption of Development, which shall only be deemed null and void if the Purchase Agreement is terminated.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment as of the date first above written.

ASSIGNEE:

VISTAS OF LAKE GENEVA, L.L.C.

a (n) _____ limited liability company

By: _____

ASSIGNOR:

OMEGA HOMES-VISTA, L.L.C.,

a Wisconsin limited liability company

By: _____

Name: John Giampoli

Its: Manager

EXHIBIT A

[Legal Description]

EXHIBIT B

[City Approved General Development Plan]

EXHIBIT C

[City Approved Precise Implementation Plan]

EXHIBIT D

[Developer's Agreement]

EXHIBIT E

[Declaration of Covenants for Vistas of Lake Geneva]

EXHIBIT F

[Necessary Permits and Approvals to Begin Construction]

EXHIBIT G

[Regent Hill Condominium Agreement]

EXHIBIT H

[Assignment of Cardinal Engineering Work Product]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of October, 2021, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”), the LAKE GENEVA UTILITY COMMISSION, Walworth County, Wisconsin (“Utility Commission”), and OMEGA HOMES-VISTAS, L.L.C., a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the City, known as Walworth County Tax Key Parcel No. ZA424700001, more particularly described on **Exhibit “A”** incorporated herein (“Vistas of Lake Geneva”);

WHEREAS, Vistas of Lake Geneva is to be comprised of the following of parcel:

- Lot 1 on CSM4247 of 17.46 acres zoned MR-8 (2-Family and Multi-Family development) per 2015 zoning map.

WHEREAS, the Developer also owns Lot 1 on CSM 4248, which contains a 121-foot stormwater management and drainage easement on its southernmost portion (“121’ Stormwater Easement”) containing a detention pond, which is intended for use by the development;

WHEREAS, Owner obtained approval from the City for two Final Plats covering the entire development of Vistas of Lake Geneva Subdivision, a copy of which is attached hereto as **Exhibit “B”** and incorporated herein (“Final Plats”), subsequent additions shall be provided as each phase is developed as described herein;

WHEREAS, the General Development Plan (“GDP”) was approved on March 23, 2020, and the Precise Implementation Plan (“PIP”) for Vistas of Lake Geneva was approved by the City on December 28, 2020 and the resolutions approving the same are attached as **Exhibit “C”**; and

WHEREAS, the Developer and Owner desire to develop Vistas of Lake Geneva as a fully integrated, residential development pursuant to the conditionally approved engineering plans prepared by Cardinal Engineering LLC (“GDP/PIP Plan”) attached hereto and incorporated herein as **“Exhibit D”**; and

WHEREAS, Vistas of Lake Geneva conforms to the City’s 2019 Comprehensive Master Plan, projecting Mixed Residential uses for Vistas of Lake Geneva; and

WHEREAS, certain water tower improvements, including raising a water tower approximately thirty feet to fully service the future development as well as other lands adjacent to the development shall be a shared cost between the parties to the Water Tower Improvement Agreement as more fully described herein and in the attached **“Exhibit H”** which is incorporated by reference;

NOW, THEREFORE, the City, Utility Commission, and Omega Homes-Vistas, L.L.C., agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 2.1. **Permitted Phasing.** Vistas of Lake Geneva is designated as single-family development under the PIP and may be developed in one or more phases (“Phased Development”). It is estimated that it may take up to five (5) years or more to fully develop, construct, and sell the development. As Vistas of Lake Geneva proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities as may be necessary to serve each individual phase so undertaken as specifically shown and approved on the GDP/PIP Plan only (collectively, “Improvements”). All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Final Plats and Site Phasing Plan (defined below), shall be dedicated and conveyed or transferred to the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a “stand alone” phase or “partial” phase. A “stand alone” phase or “partial” phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

SECTION 2.2. **Phasing.** The Improvements may be constructed in up to three (3) phases as depicted in the Site Phasing Plan (“Site Phasing Plan”) set forth on Page 5 of 29 of the GDP/PIP Plan.

A. The Phase I Improvements shall include:

1. As identified on the Final Plats: (i) Outlot 1 and the storm water management system facilities located thereon; (ii) storm water management facilities located within the 121’ Stormwater Easement as shown and specifically described in Note 10 of the Final Plats (ii) removal and repair of drainage culvert across road leading to Regent Hill Condominium; (iii) earth work and storm water facilities from Phase I to Outlot 1; (iv) Monte Vista Drive Improvements within Phase I as depicted on the Site Phasing Plan attached hereto; and (vi) entry signs as depicted on the Final Plats.
2. The Improvements necessary to support the Phase I Improvements and the dwelling units to be located within such phase.

B. The Phase II Improvements shall include:

1. As identified on the Site Phasing Plan: (i) completion of the street Improvements along LaSalle Street from Lot 27 to Lot 30, Lot 42 to Lot 58, Outlots 3 & 4, and Forestview Court; and (ii) completion of underground

utilities necessary to support the Phase II Improvements and the dwelling units to be located within such phase.

2. The Improvements necessary to support the Phase II Improvements and the dwelling units to be located within such phase.

C. The Phase III Improvements shall include:

1. As identified on the Site Phasing Plan: (i) completion of the balance of street Improvements of LaSalle Street, Sierra Court and Vista Court; and (ii) Outlot 2 and the storm water management system facilities located thereon.
2. The Improvements necessary to support the Phase III Improvements and the dwelling units to be located within such phase.

Developer may, at any time, seek to modify or amend the Site Phasing Plan and the corresponding phasing in Section 2.2 administratively, by written approval of the Building and Zoning Administrator of the City, upon application to the City, which shall not be unreasonably withheld or delayed. The City specifically approved the Site Phasing Plan as part of the GDP and PIP approvals and shall not object to changes in phasing that do not substantially depart from the conceptual plan.

SECTION 2.3. **Contractors.** The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for the subject phase of Vistas of Lake Geneva. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that this shall be permitted. The City declares that the Developer may employ any such general contractor or subcontractors, in its own discretion and of its own choosing.

SECTION 2.4. **Improvements' Compliance with GDP/PIP Plan.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for the subject phase of Vistas of Lake Geneva in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the City Engineer, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the GDP/PIP Plan reviewed and approved by the City Engineer, all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.5. **Required Improvements.** The following are the Improvements which will be required by the City for any phase of Vistas of Lake Geneva which is commenced by the Developer. No improvements which are not specifically contained in the GDP/PIP Plan shall be required to be installed by Developer or shall be required by the City to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the City from time to time. Until and unless Developer files the surety bond for a phase, as provided in Section 7.4 hereof, and commences development of such

phase, it shall have no obligation to install Improvements on the phase or otherwise develop such phase.

- A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- B. **Roads, Streets.**
 - 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades from the GDP/PIP Plan, the Developer shall grade the right-of-way of all streets of the subject phase in accordance with the GDP/PIP Plan.
 - 2. All roads and streets depicted in the Final Plat named Vistas of Lake Geneva First Addition dated June 11, 2021 prepared by Cardinal Engineering LLC, shall be dedicated to the City as public streets, except that the roads designated Vista Court and Sierra Court on the Site Phasing Plan shall remain private and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners association of Vistas of Lake Geneva.
 - 3. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the GDP/PIP Plan. Said surfacing shall be done in accordance with the GDP/PIP Plan. All public streets of Vistas of Lake Geneva shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Vistas of Lake Geneva shall have, at a minimum, a four-inch (4") blacktop mat (bituminous concrete pavement).
 - 4. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. *See Section 7.2, below.*
 - 5. With the exception of the construction as specified in the GDP/PIP Plan, no improvements to the street currently known as LaSalle Street, which shall subsequently be renamed Monte Vista Drive, shall be required of the Developer.
 - 6. No traffic signal lights are required for any intersections of Vistas of Lake Geneva.
- C. **Curb and Gutter.** Vistas of Lake Geneva is urban in nature and, therefore, curb and gutter installation shall be necessary as depicted in the GDP/PIP Plan.
- D. **Sidewalks.** The Developer shall install sidewalks in accordance with the GDP/PIP Plan. The sidewalks shall be generally located on one side of the street, as depicted on the GDP/PIP Plan. The Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor, unless winter conditions restrict the sidewalk construction, in which case sidewalks will be installed the following spring.

- E. **Sanitary Sewer System.** The Developer shall construct the public sanitary sewer Improvements identified in the GDP/PIP Plan to make adequate sanitary sewerage service available to each lot within the subject phase of Vistas of Lake Geneva. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers, including sanitary and manhole Improvements identified in the GDP/PIP Plan.

Any oversizing costs for installation of facilities greater than that required to service Vistas of Lake Geneva shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public sanitary sewer Improvements for any phase until the same have been installed in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers.

- F. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the subject phase of Vistas of Lake Geneva as set forth in the GDP/PIP Plan. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers. The ownership of Outlots 1, 2, and the 121' Stormwater Easement as depicted on the Site Phasing Plan and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Vistas of Lake Geneva served by such Improvements. If such associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on Outlets 1, 2, and the 121' Stormwater Easement as depicted on the Site Phasing Plan for inspection, public drainage conveyance, and repairs. The City shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual homeowners property and placed on their real estate property tax bill.

- G. **Public Water Supply Facilities.** The Developer shall construct public water mains as set forth in the GDP/PIP Plan in such a manner as to make adequate water service available to each lot within the subject phase of Vistas of Lake Geneva. The size,

type, and installation of all public water mains proposed to be construct shall be in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers. One (1) inch (1”) PEX service shall be installed for each lot to the street line. Any oversizing costs for installation of facilities greater than that required to service Vistas of Lake Geneva shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of the construction and installation of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers. The developer shall grant an easement to the City in a form acceptable to the City for all sanitary sewer system Improvements and public water supply facilities placed on the Vistas of Lake Geneva and dedicated to the City.

H. **Other Utilities.**

1. The Developer shall cause electrical power, gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Vistas of Lake Geneva. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.
2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Vistas of Lake Geneva shall be reviewed and approved by the City Engineer.

I. **Street Lights.** Street lights and street name sign Improvements for the subject phase of Vistas of Lake Geneva shall be installed at the Developer’s cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Utilities Director. Following installation and approval, such light and street name sign Improvements shall be the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.

J. **Landscaping.** The Developer shall:

1. Preserve, to the extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways, drainageways, building foundation sites, private driveways, paths, utility easements, and trails by use of sound conservation practices, except that Outlot 3 shall be used as a borrow pit and excess fill during construction and as “open space” in the future.
2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.

K. **Park Area.** Notwithstanding Sec. 66-97 of the City Municipal Code, Developer shall pay \$230.00 at the time of building permit to satisfy all park requirements of each lot with the City.

SECTION 2.6. **Existing Improvements.** The prior developer partially improved the subject property with water, sewer, and other infrastructure (collectively, the “Existing Infrastructure”) pursuant to the original approvals from the City and Utility Commission. Except for Improvements required by Section 2.5 hereof, the Developer shall not be liable or responsible for any Existing Infrastructure.

SECTION 3 OUTLOT OWNERSHIP & MAINTENANCE

SECTION 3.1. **Homeowner’s Association.** Developer shall organize the Vistas of Lake Geneva Homeowner’s Association (“VLGHOA”) under the laws of the State of Wisconsin to take ownership to Outlots 1, 2 and the 121’ Stormwater Easement as depicted on the Site Phasing Plan shall be transferred to VLGHOA. All maintenance of these outlots and easement shall be the responsibility of the Developer or the VLGHOA, whoever has ownership at the time. If for any reason Developer or VLGHOA fails to perform such maintenance, the City, upon advance written notice to either the Developer or VLGHOA, shall have the right of access to Outlots 1, 2, and the 121’ Stormwater Easement as depicted on the Site Phasing Plan for inspection, public drainage conveyance, and repairs and any repairs made by the City shall be special charges and assessed against the associations real estate tax bill or the individual homeowners real estate tax bill if no association exists.

SECTION 4 PLANS

SECTION 4.1. **Plans on Site.** The Developer shall keep itself supplied with the latest issues of all the GDP/PIP Plan for the subject phase of Vistas of Lake Geneva, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents.

SECTION 4.2. **Filing Plans.** At least two (2) complete copies of the GDP/PIP Plan shall be filed with the City Clerk, together with two (2) sets of the GDP/PIP Plan, one (1) set each in Mylar and digital format, of the GDP/PIP Plan to the City Engineer and the Public Works Director, and all such copies of the GDP/PIP Plan shall remain the property of the City.

SECTION 4.3. **City Engineer Instruction.** The City Engineer has approved the GDP/PIP Plan, and Developer may proceed with the public Improvements on the subject phase of Vistas of Lake Geneva. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 4.4. **Conformity with Plans.** All Improvements shall be executed in conformity with the GDP/PIP Plan, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 4.5. **As Built Drawings.** The Developer shall file with the City Engineer a complete set of “AS BUILT DRAWINGS,” one (1) set each in Mylar and digital format, for all of the Improvements under this Agreement upon the completion of the subject phase of Vistas of Lake Geneva. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer’s expense.

SECTION 5 CONSTRUCTION AND INSPECTION

SECTION 5.1. **Commencement**. No construction, installation, or Improvements shall commence for the subject phase of Vistas of Lake Geneva until the Developer has made arrangements for inspection and construction staking, and the City Engineer has given written authorization.

SECTION 5.2. **Inspection**. The Developer, prior to any work within the subject phase of Vistas of Lake Geneva, shall make arrangements with the City Engineer to provide for adequate inspection of Improvements during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the GDP/PIP Plan comply with the laws, ordinances and regulations of the City (collectively, "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The City Engineer shall approve all work on all Improvements prior to release of the sureties.

SECTION 5.3. **Access**. The City Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 5.4. **Assistance**. The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his or her inspectors, representatives, or agents, for the subject phase of Vistas of Lake Geneva.

SECTION 5.5. **Responsibilities Not Relieved**. Inspection of the Improvements by these authorities or their responsibilities shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City. Developer shall have a continuing obligation to act in accordance with the GDP/PIP Plan and specifications approved by the City, the Utility Commission, and their engineers when constructing the Improvements until the Improvements are dedicated and accepted by the City.

SECTION 5.6. **Materials Inspection**. No materials of any kind shall be used in the public Improvements for the subject phase of Vistas of Lake Geneva until it has been inspected and accepted by the City Engineer, or his or her inspector. All rejected materials shall be immediately removed from Vistas of Lake Geneva. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

SECTION 5.7. **Request for Inspection**. Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City engineer timely notice of its readiness for inspection, and if the inspection is by another authority of the date fixed for such inspection.

SECTION 5.8. **Compliance with Laws**. The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for the subject phase of Vistas of Lake Geneva, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 5.9. **Permits**. The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the

Improvements for the subject phase of Vistas of Lake Geneva, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

SECTION 5.10. **Engineering Fees.** The City shall require that the City Engineer provide the Developer with a written, detailed estimate of the anticipated cost of all engineering inspection of construction, construction staking, and all inspections by the City Engineer, or his or her inspector for the subject phase of Vistas of Lake Geneva, before the commencement of such phase. The Developer shall pay to the City the actual cost billed by the City Engineer for such phase.

SECTION 6 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 6.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the subject phase of Vistas of Lake Geneva. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Vistas of Lake Geneva, and other property at Vistas of Lake Geneva, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the subject phase of Vistas of Lake Geneva.

SECTION 6.2. **No Nuisance.** The Developer shall provide all necessary privy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Vistas of Lake Geneva. There shall be no construction traffic accessing the Vistas of Lake Geneva at the intersection of Edgewood Drive and Elkhorn Road. The Developer may place two (2) “no construction traffic to Vistas of Lake Geneva” signs, including the Developer’s contact information at the intersection.

SECTION 6.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Vistas of Lake Geneva, all necessary safeguards for safety and protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer’s contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

SECTION 6.4. **Preventing Damage.** In emergencies affecting the safety of persons or the work or property at Vistas of Lake Geneva, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

SECTION 7 TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

SECTION 7.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Vistas of Lake Geneva will commence no later than December 31, 2021. The term of this Agreement (“Term”) shall expire on the earlier of (i) the date that the Developer completes

construction of the Improvements for all phases of the Vistas of Lake Geneva and has developed, constructed and sold all phases of the development, or (ii) the tenth (10th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Vistas of Lake Geneva.

SECTION 7.2. **Final Lift.** The City acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed within the earlier of (i) twenty-four (24) months of the time the Developer commences the construction of the segment of road within the subject phase, or (ii) the issuance of certificates of occupancy for seventy-five (75%) percent of the dwelling units within the subject phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. Developer may start construction of production homes within a phase after the binder course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the City Engineer prior to laying the final layer and the City shall make its inspection and accept the dedication without delay.

SECTION 7.3. **Model Homes.** No building permit will be issued to any lot within the subject phase of Vistas of Lake Geneva until the installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may, subject to approval by the City, Utility Commission, their engineers, and the City Building Inspector, construct up to four (4) single-family model homes within Vistas of Lake Geneva before the foregoing Improvements are constructed. The City shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the City of a surety bond, and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of binder course. None of the foregoing shall limit the Developer's right to construct additional model homes in a phase for which the Improvements have been constructed.

SECTION 7.4. **Security.** A surety bond will be filed with the City prior to construction of the subject phase of Vistas of Lake Geneva. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) percent of the public Improvements for the subject phase of Vistas of Lake Geneva shall be issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value of Improvements for the subject phase of Vistas of Lake Geneva previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Vistas of Lake Geneva has been completed and paid for. Should additional improvements for the subject phase of Vistas of Lake Geneva be added or the cost of the intended Improvements for the subject phase of Vistas of Lake Geneva prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase under subsection 10.01(c), below, the Developer shall maintain maintenance bond in the amount of twenty (20%) percent of the cost of such Improvements for twelve (12) months after their installation. Any surety must notify the City not less than ten (10) days before the expiration of any bond it has posted with the City.

SECTION 7.5. **Acceptance of Work.** No act of the City, of the City Engineer, or of any representative of either, in inspecting the public Improvements of the subject phase of Vistas of Lake Geneva, or any extension of time for the completion of such Improvements, shall be regarded

as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. Acceptance of the streets within a Phase shall be made by the City no later than one year after the second lift of asphalt is installed, but the bond reductions shall be made by the City as work has been completed and paid for, as provided herein. The City, at its cost, shall provide snow removal from streets once the binder course has been installed. No waiver of any breach of this Agreement by the City of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 7.6. **Breach, Completion.** In the event the Developer fails to complete the public Improvements within the specified time for the subject phase of Vistas of Lake Geneva, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not proceed in accordance therewith, but subject to the provisions of Section 2.4 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Vistas of Lake Geneva, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the public Improvements for the subject phase of Vistas of Lake Geneva, by or on its own account, or may enter into a new agreement with another party for the completion of the public Improvements of the subject phase of Vistas of Lake Geneva, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the public Improvements for the subject phase of Vistas of Lake Geneva under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

SECTION 8 RISK OF LOSS

SECTION 8.1. **Risk of Loss.** The risk of loss or damage of any kind whatsoever to materials stored on Vistas of Lake Geneva which are to be incorporated into any phase of Vistas of Lake Geneva, and the risk of damage or destruction to Vistas of Lake Geneva or any part thereof, at any time prior to the completion and acceptance of the public Improvements to be performed under this Agreement, is assumed by the Developer.

SECTION 9 DEVELOPER'S INSURANCE

SECTION 9.1. **Insurance.** The Developer shall not commence, or cause to be commenced, work on the subject phase of Vistas of Lake Geneva under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence such Improvements on such phase until all such insurance required of the Developer has been so obtained and approved.

SECTION 9.2. **Workmen Compensation Insurance.** The Developer shall take out and maintain during the life of this Agreement, Workmen Compensation Insurance for all of its employees employed at Vistas of Lake Geneva, and in case any work is sublet, the Developer shall require all

contractors and subcontractor to similarly provide Workmen Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at Vistas of Lake Geneva for the subject phase of Vistas of Lake Geneva are engaged in hazardous work under this Agreement, but are not protected under the Workmen Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.

SECTION 9.3. **Public Liability and Property Damage.** The Developer shall take out and maintain during the Term of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred thousand Dollars (\$500,000.00).

SECTION 9.4. **Contractor Insurance.** The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above, including contractor's contingent or protective insurance, if necessary, to protect the Developer from damage claims arising from operations under this Agreement.

SECTION 9.5. **Insurance Covering Special Hazards.** The following special hazards shall be covered by rider or riders to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from Vistas of Lake Geneva.

SECTION 9.6. **Proof of Carriage of Insurance.** Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 9.7. **Cancellation of Insurance.** Each policy shall provide that it is noncancelable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

SECTION 9.8. **Endorsements.** The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 10 hereof.

SECTION 10 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 10.1. **Indemnity.** The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of

any kind relating to injury, death, or property damage arising directly or indirectly out of the Improvements constructed or to be constructed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

- A. The Developer, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties, or persons performing any work under this Agreement or in connection with any work performed under this Agreement.
- B. The Developer hereby warrants that all Improvements required herein will utilize good quality materials and workmanship. The Developer further agrees to warrant all Improvements installed by Developer or its contractors or subcontractors of the subject phase against any and all defects in material or workmanship for a period of one (1) year from the date of the acceptance of the public dedication thereof.

SECTION 10.2. **Defense.** The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and reasonable attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

SECTION 10.3. **Immunity Not Affect.** This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

SECTION 11 MISCELLANEOUS

SECTION 11.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer and signed by them.

SECTION 11.2. **Conflicts with Codes and Ordinances of the City.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Final Plats, Site Phasing Plan, or the PIP, conflict with the terms and provisions of any codes or ordinances of the City, the terms and provisions of this Agreement shall prevail and control.

SECTION 11.3. **Cooperation with Permits, Easements.** The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Vistas of Lake Geneva, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to Vistas of Lake Geneva, in accordance with the GDP/PIP Plan. City shall process any applications and shall issue such permits in a timely manner subject to then existing work-loads.

SECTION 11.4. **Assessment Pending Development.** If allowed by law, Vistas of Lake Geneva shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of Vistas of Lake Geneva not so improved or

developed shall be assessed as it is actually used. The property is currently being held at a “developer’s discount, and the City shall assist Developer in discussions with the City’s assessor to ensure that the developer’s discount remains applicable as the property is developed. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 11.5. **Impact Fees**. It is understood that the Developer, and the Developer’s successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the City shall be in accordance with the schedule attached as “**Exhibit F**.” For a period of six (6) years after the date of this Agreement or July 1, 2027, whichever occurs later, no increases in existing impact fees shall be charged or sought by the City with respect to any lot within Vistas of Lake Geneva. Developer shall be permitted to prepay any impact fees at the rate applicable to the date any fees are paid.

SECTION 11.6. **Codes and Fees**. City agrees that for a period of six (6) years after the date of the execution of this Agreement or July 1, 2027, whichever occurs later:

- A. No change or modification of the existing impact fees as delineated in Exhibit F;
- B. The City may create new impact fee ordinances applicable to the Vistas of Lake Geneva pursuant to current statutory requirements, except as delineated in Exhibit F and provided that such new impact fees shall only apply to homes permitted after the effective date of said new ordinance; and
- C. Provided it is not contrary to state or federal law, there shall be no requirements made by the City that the residential buildings within Vistas of Lake Geneva be sprinklered.

SECTION 11.7. **Monotony Code**. Any existing ordinance or ordinance hereinafter enacted or modified which limits, governs or controls architectural style, colors, building materials or placement of homes on lots which may be in conflict with the “Monotony Code Lot Restrictions Vistas of Lake Geneva (the “Monotony Code”) attached hereto as “**Exhibit G**” shall not be applicable to houses built on Vistas of Lake Geneva, and the Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code within the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 11.8. **Temporary Certificates of Occupancy**. Temporary certificates of occupancy shall be issued during periods of winter weather for homes when construction has not been completed.

SECTION 11.9. **Snowplowing of Streets**. The City shall, at its cost, snowplow the existing LaSalle Street as it is currently being plowed by the City and all dedicated streets within a phase once the final lift has been installed within the phase and approved by the City Engineer.

SECTION 11.10. **Sale Trailers**. Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Vistas of Lake Geneva. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 11.11. **Marketing Improvements**. Developer shall be permitted to install the following improvements to be used for the marketing of homes on Vistas of Lake Geneva:

- A. The Developer shall be allowed to construct a Community sign off LaSalle Street at both entrances to the property. Additionally, Developer shall be permitted to

utilize the signage of Regent Hill Condominium and Edgewood Hills Subdivision, if mutually agreeable terms between the parties can be reached. Such signs shall be in accordance with the size and other requirements of the City of Lake Geneva ordinance. Developer shall also be allowed to install temporary stick in signs on various lots which size shall not to exceed 30 inches height by 40 inches width.

SECTION 11.12. **New Elevations.** Developer may at any time introduce new elevations to be constructed within Vistas of Lake Geneva, for which building facades may be approved administratively by the Building and Zoning Administrator of the City without the need for Developer to obtain any additional approvals. However, moving the garage closer to the street than the porch or living area shall require a GDP/PIP Plan approval for such changes.

SECTION 11.13. **Maintenance of Detention Ponds.** The Declaration of Covenants for Vistas of Lake Geneva, which will be recorded against Vistas of Lake Geneva states that the Homeowner's Association established for Vistas of Lake Geneva shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in the Community Area."

SECTION 11.14. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 11.15. **City Not Partner.** The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 11.16. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 11.17. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 11.18. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 11.19. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 11.20 **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer:	OMEGA HOMES-VISTAS, L.L.C. 210 E. O'CONNOR DRIVE SUITE 101 ELKHORN, WI 53121
With copy to:	CLAIR, THOMPSON AND POLLARD, S.C. ATTN: CHARLES W. POLLARD 617 E. WALWORTH AVE DELAN, WI 53115
If to City:	CITY CLERK'S OFFICE 626 GENEVA STREET LAKE GENEVA, WI 53147
With copy to:	CITY ATTORNEY ATTN: DANIEL S. DRAPER 626 GENEVA STREET LAKE GENEVA, WI 53147
If to Utility Commission:	UTILITY DIRECTOR LAKE GENEVA UTILITY COMMISSION P.O. Box 187 LAKE GENEVA, WI 53147

SECTION 11.21 **Effective Upon Closing of Purchase Agreement.** This Agreement shall only become effective upon the closing of the Purchase Agreement and disbursement of the escrow. However, once fully executed the parties shall be bound to this Development Agreement, which shall only be deemed null and void if the Purchase Agreement is terminated.

SECTION 12 WATER TOWER IMPROVEMENTS

SECTION 12.1 **Water Tower Improvements.** Certain water tower improvements, including raising a water tower thirty feet to fully service the future development as well as other lands adjacent to the development, are to be completed upon the agreed upon terms and conditions of the Water Tower Improvement Agreement attached hereto and incorporated herein as **"Exhibit H."**

SECTION 12.2 **Developer's Share.** The Developer share of the Water Tower Improvements are set forth in the attached **Exhibit "H."**

SECTION 12.3 **Utility Commission Share.** The Utility Commission and City's share to complete the Water Tower Improvements are set forth in the attached **Exhibit "H."** The Utility

Commission and City shall be responsible for any and all costs not covered by the Developer's Share.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LAKE GENEVA, a Wisconsin municipal Corporation (The "City")

By: _____
Mayor

Attest: _____
City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the _____ day of October, 2021

LAKE GENEVA UTILITY COMMISSION,
a Wisconsin municipal corporation (The "Utility Commission.")

By: _____
Dennis Lyon, President

Omega Homes-Vistas, L.L.C.
(The "Developer")

By: _____
John J. Giampoli, its President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
E-mail: chadpollard@clairlaw.com

EXHIBIT A

Legal Description

Lot 1 of Certified Survey Map No. 4247, recorded in the office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 770409, being parts of Lots 1 and 2 of Certified Survey Map 2937 and Lots 1 through 8 and Lots 22 through 29 of Oakdale Estates and lands, all located in the Southwest 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, Southeast 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 2 North, Range 17 East. Said land being in the City of Lake Geneva, County of Walworth, and State of Wisconsin. ALSO, that portion of vacated Oakdale Street located North of Lots 8 and 22 of Oakdale Subdivision.

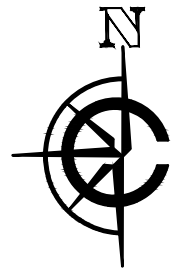
Tax Key: ZA424700001

EXHIBIT B

Final Plats

THE VISTAS OF LAKE GENEVA

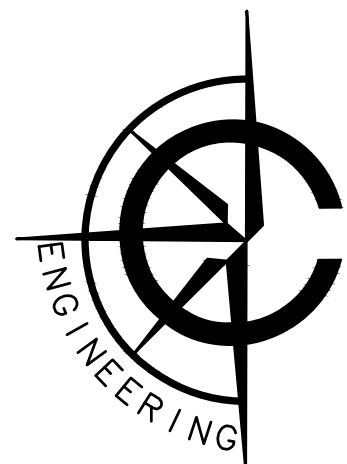
LOT 1 OF CSM#4247, ALSO THE NORTH 280.00'
OF THE VACATED OAKDALE STREET, IN
PART OF THE NW 1/4 & SW 1/4 OF THE SE 1/4
AND NE 1/4 AND SE 1/4 OF THE SW 1/4 OF
SECTION 26, TOWN 2 NORTH, RANGE 17 EAST,
CITY OF LAKE GENEVA, WALWORTH
COUNTY, WISCONSIN



0 60 120
Feet
SCALE: 1" = 60'

LEGEND
County Section Corner Concrete Monument
Found 1.25" O.D. Iron Pipe
Found 5/8" Iron Bar (or as stated)
Set Iron Pipe, 2.375" O.D. x 18" S.S.S.F.
Curve (See Curve Table)
Line (See Line Table)
Recorded Information

- 25' ACCESS AND STORMWATER EASEMENT
- EXISTING DRIVE AND UTILITY EASEMENT IN DOCUMENT 831679 TO BE RELEASED
- SIGN EASEMENT - 40.0' x 6.8' x 40.5' x 13.0'
- 10' ELECTRIC EASEMENT - 5' EITHER SIDE OF LOT LINE
- PHASE 1 TEMPORARY MAIL LOCKER LOCATION 40'X15' ACCESS EASEMENT
- 40' X 15' SIGN EASEMENT



CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

PO BOX 281
1200 LASALLE STREET
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

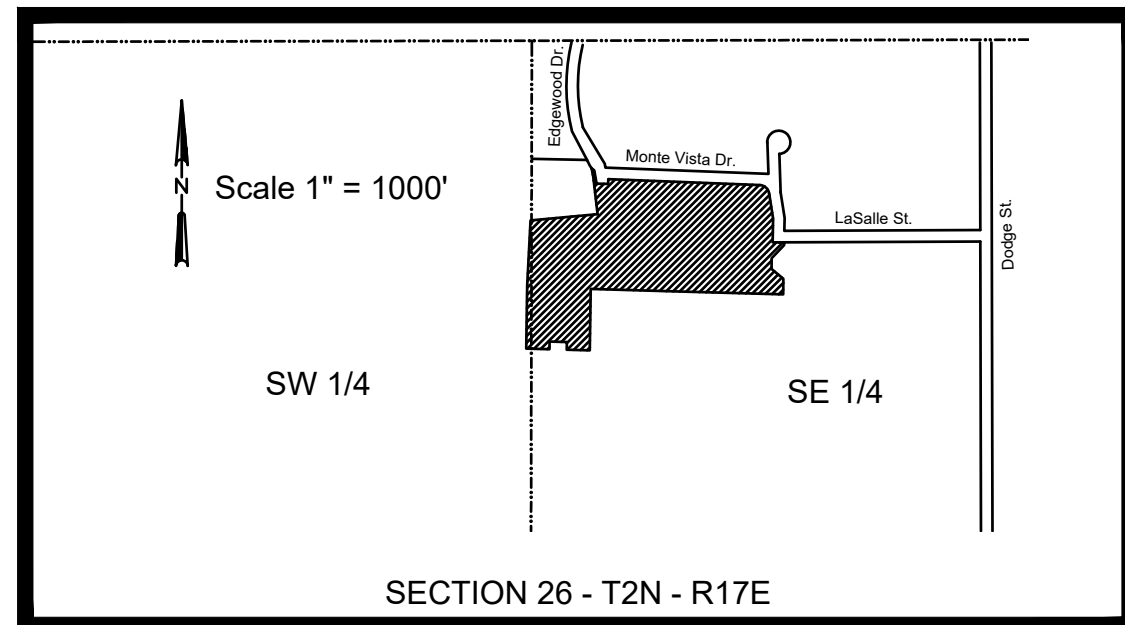
PAUL H. VAN HENKELUM S-1931
WISCONSIN PROFESSIONAL LAND SURVEYOR
(original if signed in red)

N 1/2 Lot 9, Lots 10, 11, 12
OAKDALE ESTATES

N 1/2 Lot 18, Lots 19, 20, 21
OAKDALE ESTATES

LOTS 9 & 10
BLOCK 4
GENEVA HILLS

LOCATION MAP



NOTES:

- TOTAL PARCEL OF LAND INCLUDED IN THIS PLAT CONTAINS 17.55 ACRES.
- ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT; ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
- THE SITE DOES NOT CONTAIN ANY HISTORICAL OR CULTURAL BURIED ITEMS PER STATE HISTORICAL SOCIETY OF WISCONSIN, DIVISION OF HISTORIC PRESERVATION ARCHAEOLOGICAL SITE INVENTORY.
- THERE ARE NO LANDFILL FACILITIES WITHIN THE SITE OR 1000' OF THE SITE PER REGISTRY OF WASTE DISPOSAL SITES OF WISCONSIN.
- ALL LOTS TO BE SERVED BY SANITARY SEWER PROVIDED BY THE CITY OF LAKE GENEVA.
- ACCESS TO ALL STORM WATER MAINTENANCE AND DRAINAGE EASEMENTS IS GRANTED TO THE CITY OF LAKE GENEVA. UTILITY EASEMENTS GRANTED TO WE ENERGIES AND ITS ASSIGNS. NO ABOVE GROUND STRUCTURES INCLUDING, BUT NOT LIMITED TO, UTILITY BOXES, UTILITY POLES AND UTILITY PEDESTALS, SHALL BE LOCATED WITHIN A DRAINAGE EASEMENT.
- SEE SHEET 2 FOR UTILITY EASEMENT PROVISIONS.
- THIS PARCEL IS NOT IN A FLOOD HAZARD AREA, PER FEMA PANEL 65127C0337D, EFFECTIVE OCTOBER 2, 2009.
- PRIMARY ENVIRONMENTAL CORRIDOR TAKEN FROM WALWORTH COUNTY G.I.S. WEBSITE OCTOBER 2018.
- STORMWATER EASEMENT INCLUDES THE SOUTH 121 FT OF LOT 1 OF CSM 4248, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WALWORTH COUNTY, VOLUME 27 OF CERTIFIED SURVEYS MAPS, PAGE 119, AS DOCUMENT NO. 770410. INCLUDES ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND OTHER MATTERS AS SET FORTH ON SAID CERTIFIED SURVEY MAP.
- ALL OTHER LOT AND OUTLOT CORNERS TO BE MONUMENTED WITH 1" X 18" IRON PIPE 1.13# PER L.F.

REVISION DATE: 05/05/2021

REVISION DATE: 04/22/2021

DATE: 1/29/2021

SHEET 1 OF 2

INSTRUMENT DRAFTED BY: PAUL H. VAN HENKELUM, P.L.S., S-1931

FOUND NW CORNER OF THE SE 1/4
SECTION 26-2-17
CONCRETE MONUMENT WITH BRASS CAP
N 242.133.49
E 2416.517.71

WEST LINE OF
THE SE 1/4 OF
SEC. 26-2-17

REGENT HILL
CONDOMINIUM

OWNER / DEVELOPER:
OMEGA HOMES-VISTAS LLC
210 E OCONOR DR. STE 101
ELKHORN, WI 53121

SURVEYOR:
PAUL H. VAN HENKELUM, PLS
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, (NAD-27)
COORDINATES ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, (NAD-27)

BEARINGS REFERENCED TO THE NORTH
LINE OF THE SOUTHEAST 1/4 OF SECTION
26-2-17, RECORDED AS S89°52'33"W IN THE
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WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, (NAD-27)
COORDINATES ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, (NAD-27)

BEARINGS REFERENCED TO THE NORTH
LINE OF THE SOUTHEAST 1/4 OF SECTION
26-2-17, RECORDED AS S89°52'33"W IN THE
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FOUND NW CORNER OF THE SE 1/4
SECTION 26-2-17
CONCRETE MONUMENT WITH BRASS CAP
N 242.133.49
E 2416.517.71

WEST LINE OF
THE SE 1/4 OF
SEC. 26-2-17

REGENT HILL
CONDOMINIUM

OWNER / DEVELOPER:
OMEGA HOMES-VISTAS LLC
210 E OCONOR DR. STE 101
ELKHORN, WI 53121

SURVEYOR:
PAUL H. VAN HENKELUM, PLS
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FOUND NW CORNER OF THE SE 1/4
SECTION 26-2-17
CON

THE VISTAS
OF LAKE GENEVA
LOT 1 OF CSM#4247, ALSO THE NORTH 280.00'
OF THE VACATED OAKDALE STREET, IN
PART OF THE NW 1/4 & SW 1/4 OF THE SE 1/4
AND NE 1/4 AND SE 1/4 OF THE SW 1/4 OF
SECTION 26, TOWN 2 NORTH, RANGE 17 EAST,
CITY OF LAKE GENEVA, WALWORTH
COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, PAUL H. VAN HENKELUM, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT
I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND HEREIN DESCRIBED:

A PARCEL OF LAND BEING A REDIVISION OF LOT 1 OF C.S.M. NO. 4247, ALSO THE NORTH 280.00' OF THE
VACATED OAKDALE STREET, ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
SOUTHEAST 1/4, THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
26, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN. MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE S89°52'53"E
190.85' ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4; S10°22'21"E 678.34' TO THE PLACE OF
BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 60.00', A
CHORD BEARING OF S51°46'12"E, WITH A CHORD LENGTH OF 16.97', WITH AN ARC LENGTH OF 17.03';
THENCE S10°20'41"E, 69.65'; THENCE S87°47'35"E, 60.00 FEET TO A POINT; THENCE N2°12'25"E, 25.00';
THENCE S87°47'35"E, 790.53'; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, WITH A RADIUS
OF 50.00', A CHORD BEARING OF S48°17'10"E, WITH A CHORD LENGTH OF 63.62', WITH AN ARC LENGTH
OF 68.95'; THENCE S8°46'45"E, 134.76'; THENCE S1°05'29"W, 122.70'; THENCE S89°30'11"E, 60.00'; THENCE
S1°05'29"W, 13.95'; THENCE S43°22'07"W, 93.60'; THENCE S0°52'16"W, 56.38'; THENCE S50°03'58"E, 80.54';
THENCE S0°57'06"W, 80.75'; THENCE N88°22'49"W, 606.78'; THENCE N88°17'09"W, 396.02'; THENCE
S0°49'51"W, 320.00'; THENCE N88°26'09"W, 120.45'; THENCE N0°49'42"E, 40.00'; THENCE N88°26'09"W, 90.00';
THENCE S0°49'42"W, 40.00'; THENCE N88°26'09"W, 120.46'; THENCE N0°49'32"E, 320.00'; THENCE
N2°41'10"E, 347.12'; THENCE N84°35'50"E, 351.98'; THENCE N6°42'29" WEST, 195.28'; THENCE N10°20'41"W,
45.18' TO THE POINT OF BEGINNING. , ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4
OF THE SOUTHEAST 1/4, THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY,
WISCONSIN. SAID PARCEL CONTAINS 17.47 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT
BY THE DIRECTION OF OMEGA HOMES-VISTAS LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LANDS SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE
WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF
LAKE GENEVA IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS ____ DAY OF _____, 2021.

PAUL H. VAN HENKELUM,
WISCONSIN PROFESSIONAL LAND SURVEYOR, NO. 1931
(original if signed in red)

OWNER'S CERTIFICATE

OMEGA HOMES-VISTAS LLC, A WISCONSIN LIMITED LIABILITY COMPANY, HEREBY
CERTIFY THAT IT HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED,
DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10
OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- 1.) CITY OF LAKE GENEVA
2.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS ____ DAY OF _____, 2021.

OMEGA HOMES-VISTAS LLC

BY ITS MEMBER, JOHN GIAMPOLI

STATE OF WISCONSIN) ss

COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2021
THE ABOVE NAMED JOHN GIAMPOLI, MEMBER OF OMEGA HOMES-VISTAS LLC,
TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS
ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY ENGINEER'S CERTIFICATE

STATE OF WISCONSIN)SS
WALWORTH COUNTY)

I, GREG GOVERNATORI, PE, CITY ENGINEER OF THE CITY OF LAKE GENEVA DO HEREBY CERTIFY THAT THE LAND
IMPROVEMENTS DESCRIBED IN THIS FINAL PLAT AND PLANS AND SPECIFICATIONS THEREFOR AND STREET NAMES SHOWN
IN SAID PLAT MEET THE REQUIREMENTS OF THE CITY OF LAKE GENEVA AND HAVE BEEN APPROVED BY ALL PUBLIC
AUTHORITIES HAVING JURISDICTION.

DATED THIS ____ DAY OF _____, 2021

GREG GOVERNATORI, PE
CITY ENGINEER

PLAN COMMISSION CERTIFICATE

STATE OF WISCONSIN)SS
WALWORTH COUNTY)

APPROVED THIS ____ DAY OF _____, 2021

LAKE GENEVA PLAN COMMISSION

CHARLENE KLEIN
CHAIRPERSON/MAYOR

CITY COUNCIL RESOLUTION

RESOLVED, THAT THE PLAT OF THE VISTAS OF LAKE GENEVA, IN THE CITY OF LAKE GENEVA, WISCONSIN,
OWNER(S) BE AND THE SAME, IS HEREBY APPROVED BY THE CITY COUNCIL.

RICHARD HEDLUND
COUNCIL PRESIDENT

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION DULY ADOPTED BY THE CITY
COUNCIL OF THE CITY OF LAKE GENEVA, WISCONSIN, ON THE ____ DAY OF _____, 2021

LANA KROFF
CLERK

UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY OMEGA HOMES-VISTAS LLC, GRANTOR,
TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES, GRANTEEES THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, I
INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND
UNDERGROUND

TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS NO OR MAY HEREAFTER BE
USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE
PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR
PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT
TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS: ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE
REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH
PURPOSES. THE GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE
CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE
INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS FACILITIES OR TO ANY
TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE
PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE
PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL
NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE
BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

STORM WATER MANAGEMENT AGREEMENT

THE TITLEHOLDERS OF LOTS 1 THROUGH 15 OF THE VISTAS OF LAKE GENEVA SHALL EACH HOLD 1/15 UNDIVIDABLE INTEREST IN THE DRAINAGE
EASEMENT LOCATED ON OUTLOT 1 AND LOT 1 OF CSM 4248, WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. ALL LOT
OWNERS THEREIN, ARE SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF
THE STORM WATER PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE CITY OF LAKE GENEVA MAY LEVY AND COLLECT
SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE
AGREEMENT.

IN ACCORDANCE WITH THIS AGREEMENT, THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER
MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY THE CITY OF LAKE GENEVA THE OWNERS OF LOTS 1 THROUGH 15 SHALL BE
RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES AFTER CONSTRUCTION IS COMPLETED.

DRAINAGE EASEMENT RESTRICTIONS:

ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM
WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR
OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED
IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE
MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR
THESE AREAS. THE CITY OF ELKHORN, WALWORTH COUNTY OR THEIR DESIGNEE ARE
AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER
MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN) ss
WALWORTH COUNTY)

I, LORRAINE BRIERE, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE CITY OF LAKE
GENEVA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE
NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ AFFECTING THE
INCLUDED IN THIS PLAT OF THE VISTAS OF LAKE GENEVA.

LAURA DUCHEMIN,
CITY TREASURER

CERTIFICATE OF COUNTY TREASURER

I, VALERIE ETZEL, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER
OF THE COUNTY OF WALWORTH, DO HEREBY CERTIFY THAT IN ACCORDANCE
WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL
ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ AFFECTING THE
LANDS INCLUDED IN THIS PLAT OF THE VISTAS OF LAKE GENEVA.

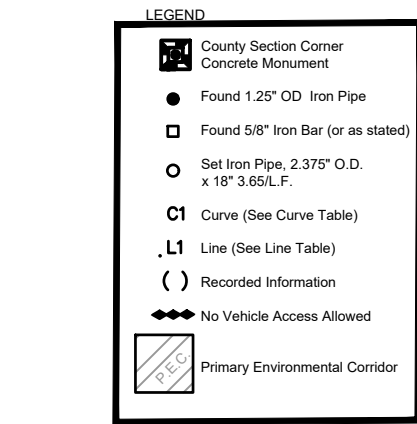
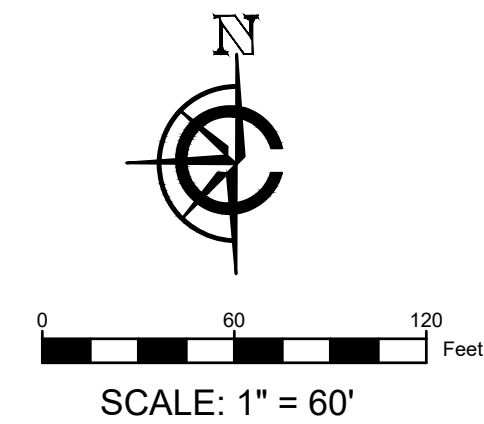
VALERIE ETZEL
COUNTY TREASURER

REVISION DATE: 05/05/2021
REVISION DATE: 04/22/2021
DATE: 1/29/2021
SHEET 2 OF 2

INSTRUMENT DRAFTED BY: PAUL H. VAN HENKELUM, P.L.S., S-1931

THE VISTAS OF LAKE GENEVA FIRST ADDITION

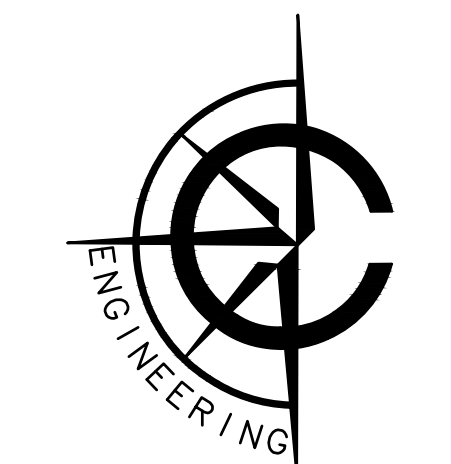
OUTLOT 4 AND THE NORTH PART OF OUTLOT 3 OF THE VISTAS
OF LAKE GENEVA SUBDIVISION; ALL IN PART OF THE NW 1/4 &
SW 1/4 OF THE SE 1/4 AND NE 1/4 AND SE 1/4 OF THE SW 1/4 OF
SECTION 26, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN



- 25' ACCESS AND STORMWATER EASEMENT
- EXISTING DRIVE AND UTILITY EASEMENT
- 40' X 15' SIGN EASEMENT
- DRAINAGE EASEMENT

BEARINGS REFERENCED TO THE NORTH
LINE OF THE SOUTHEAST 1/4 OF SECTION
26-2-17, ASSUMED TO BE 88°02'33\"W IN THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE. (NAD-27).
COORDINATES ARE REFERENCED TO THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE. (NAD-27).

OWNER / DEVELOPER:
OMEGA HOMES-VISTAS LLC
210 E OGDON DR. STE 101
ELKHORN, WI 53121
SURVEYOR:
PAUL H. VAN HENKELUM, PLS
CARDINAL ENGINEERING
PO BOX 281
1200 LASALLE STREET
LAKE GENEVA, WI 53147
PHONE 262-757-8776



CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

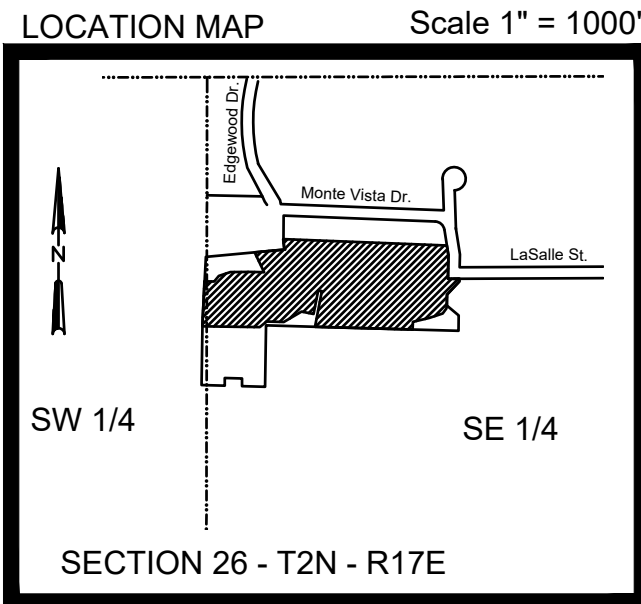
PO BOX 281
1200 LASALLE STREET
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

PAUL H. VAN HENKELUM S-1931
WISCONSIN PROFESSIONAL LAND SURVEYOR
(original if signed in red)

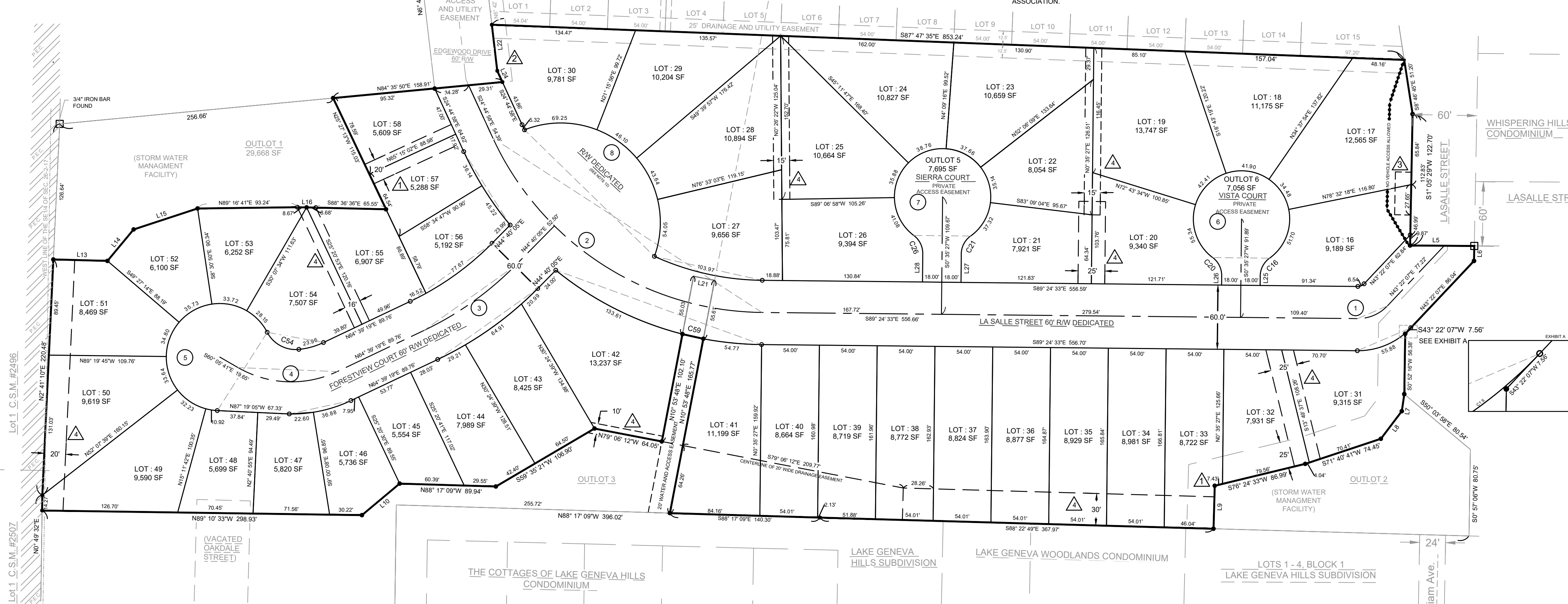
FOUND NW CORNER OF THE SE 1/4
SECTION 26-2-17
CONCRETE MONUMENT WITH BRASS CAP
N 242.133.49
E 2416.517.71

WEST LINE OF
THE SE 1/4 OF
SEC. 26-2-17

REGENT HILL
CONDOMINIUM



VISTAS OF LAKE GENEVA
FIRST ADDITION



R/W CURVE TABLE						
CURVE NUMBER	LENGTH (FT)	RADIUS (FT)	Δ	CHORD LENGTH	CHORD BEARING	TAN IN TAN OUT
C1 CL	31.20	38.00	047°02'13"	30.33	N88° 53' 14"E S89° 24' 33"E	N43° 22' 07"E
C1 N	6.54	8.00	046°40'05"	6.36	N88° 46' 38"E S89° 24' 33"E	N43° 22' 07"E
C1 S	55.88	68.00	047°04'58"	54.32	N88° 54' 38"E S89° 24' 33"E	N43° 22' 07"E
C2 CL	315.99	260.00	064°39'35"	266.48	S07° 04' 45"E S24° 44' 58"E	S89° 24' 33"E
C3 N	282.13	250.00	064°39'35"	267.40	S07° 04' 45"E S24° 44' 58"E	S89° 24' 33"E
C2 N (W)	5.32	250.00	001°12'52"	5.32	N05° 21' 27"W N25° 57' 53"W	N24° 44' 58"W
C2 N (E)	103.97	250.00	023°49'43"	103.23	N77° 29' 41"W N89° 24' 33"W	N85° 34' 49"W
C2 S (W)	61.36	310.00	019°02'13"	61.12	N77° 16' 04"W N39° 47' 11"W	N24° 44' 58"W
C2 S (E)	298.39	310.00	038°30'59"	294.49	N09° 09' 04"W N89° 24' 33"W	N50° 53' 35"W
C3 CL	104.65	300.00	019°59'15"	104.12	N64° 39' 42"E N04° 39' 19"E	N44° 40' 05"E
C3 N	94.19	270.00	019°59'15"	93.71	N64° 39' 42"E N04° 39' 19"E	N44° 40' 05"E
C3 S	115.11	330.00	019°59'15"	114.54	N64° 39' 42"E N04° 39' 19"E	N44° 40' 05"E
C4 CL	86.43	100.00	055°14'59"	82.74	S07° 43' 11"E S80° 05' 41"E	N64° 39' 19"E
C4 N	23.96	70.00	019°36'48"	23.85	N74° 27' 44"E N84° 16' 08"E	N64° 39' 19"E
C4 S	58.48	130.00	026°12'50"	58.86	N77° 45' 45"E S89° 07' 50"E	N64° 39' 19"E
C5	209.18	50.00	239°41'50"	86.73	S32° 31' 50"W N27° 57' 15"W	S87° 19' 05"E
C6	225.85	45.00	287°33'25"	53.18	S89° 24' 33"E N53° 11' 15"W	S54° 22' 09"W
C7	225.85	45.00	287°33'25"	53.18	N89° 24' 33"W N64° 22' 09"E	S53° 11' 15"E
C8	213.04	93.00	131°15'03"	160.42	N45° 46' 26"W N19° 51' 06"E	S68° 36' 02"W

LOT CURVE TABLE						
CURVE NUMBER	LENGTH (FT)	RADIUS (FT)	Δ	CHORD LENGTH	CHORD BEARING	TAN IN TAN OUT
LOT 16 C1	6.54	8.00	046°40'05"	6.36	N88° 46' 38"E S89° 24' 33"E	N43° 22' 07"E
LOT 16 C16	19.71	21.00	053°46'42"	19.00	S27° 28' 45"W S54° 22' 09"W	S0° 35' 27"W
LOT 16 C6	51.70	45.00	065°49'52"	48.91	N21° 27' 14"E N54° 22' 09"E	N11° 27' 42"W
LOT 17 C6	34.48	45.00	063°54'24"	33.65	N24° 34' 54"W N11° 27' 42"W	N55° 22' 08"W
LOT 18 C6	41.90	45.00	063°71'17"	40.41	N82° 02' 43"W N55° 22' 08"W	S71° 16' 41"W
LOT 19 C6	42.41	45.00	054°09'15"	40.88	S44° 16' 34"W S71° 16' 41"W	S71° 16' 28"W
LOT 20 C6	53.34	45.00	070°72'42"	51.92	S77° 57' 28"E S71° 16' 28"W	S53° 11' 15"E
LOT 20 C20	19.71	21.00	053°46'42"	19.00	N26° 17' 54"W N53° 11' 15"W	N0° 35' 27"E
LOT 21 C21	19.71	21.00	053°46'42"	19.00	S27° 28' 45"W S0° 35' 27"W	S54° 22' 09"W
LOT 21 C7	37.32	45.00	047°01'14"	36.28	N30° 36' 33"E N54° 22' 09"E	N0° 50' 56"E
LOT 22 C7	36.14	45.00	044°44'46"	34.26	N15° 51' 27"W N6° 50' 56"E	N37° 53' 51"W
LOT 23 C7	37.66	45.00	047°56'53"	36.57	N61° 52' 17"W N37° 53' 51"W	N85° 50' 44"W
LOT 24 C7	36.76	45.00	049°21'03"	37.57	S89° 28' 45"W N85° 50' 44"W	S44° 48' 13"W
LOT 25 C7	35.88	45.00	045°41'15"	34.94	S21° 57' 36"W S44° 48' 13"W	S0° 53' 02"E
LOT 26 C7	41.08	45.00	052°18'13"	39.67	S27° 02' 09"E S0° 53' 02"E	S53° 11' 15"E
LOT 26 C26	19.71	21.00	053°46'42"	19.00	N26° 17' 54"W N53° 11' 15"W	N0° 35' 27"E
LOT 27 C7	103.97	250.00	023°49'43"	103.23	N77° 29' 41"W N89° 24' 33"W	N85° 34' 49"W
LOT 27 C8	54.05	93.00	033°18'02"	53.29	N13° 12' 05"E N19° 51' 06"E	N13° 26' 57"W
LOT 28 C8	43.64	93.00	026°53'07"	43.24	N26° 53' 30"W N13° 26' 57"W	N40° 20' 03"W
LOT 29 C8	46.10	93.00	028°24'01"	45.63	N54° 32' 04"W N40° 20' 03"W	N68° 44' 04"W
LOT 30 C8	69.23	93.00	042°39'54"	67.66	S89° 55' 59"W N68° 44' 04"W	S89° 36' 02"W
LOT 30 C2	5.32	250.00	001°12'52"	5.32	N25° 21' 27"W N25° 57' 53"W	N24° 44' 58"W
LOT 41 C2	54.64	310.00	010°05'56"	54.57	S84° 20' 09"E S79° 17' 11"E	S89° 24' 33"E
LOT 31 C1	55.88	68.00	047°04'58"	54.32	N66° 54' 38"E S89° 24' 33"E	N43° 22' 07"E
LOT 42 C2	133.61	310.00	024°41'40"	132.58	S63° 14' 25"E S50° 53' 35"E	S75° 35' 19"E
LOT 42 C3	20.99	330.00	003°36'40"	20.99	S46° 29' 25"W S44° 40' 05"W	S48° 18' 45"W

LOT CURVE TABLE						
CURVE NUMBER	LENGTH (FT)	RADIUS (FT)	Δ	CHORD LENGTH	CHORD BEARING	TAN IN TAN OUT
LOT 43 C3	64.91	330.00	011°16'14"	64.81	N53° 56' 52"E N69° 34' 59"E	N48° 16' 45"E
LOT 44 C3	29.21	330.00	005°42'00"	29.20	N62° 07' 09"E N64° 39' 19"E	N59° 34' 59"E
LOT 46 C4	36.88	130.00	016°15'08"	36.75	N72° 46' 53"E N80° 54' 27"E	N84° 38' 19"E
LOT 47 C4	22.60	130.00	009°57'42"	22.57	N85° 53' 18"E S87° 19' 05"E	N80° 54' 27"E
LOT 48 C5	10.92	50.00	012°30'47"	10.90	S81° 03' 41"E S74° 46' 18"E	S87° 19' 05"E
LOT 49 C5	32.23	50.00	068°50'57"	31.87	S56° 20' 19"E S37° 52' 21"E	S74° 46' 18"E
LOT 50 C5	33.64	50.00	038°32'35"	33.00	S18° 36' 03"E S0° 40' 15"W	S37° 52' 21"E
LOT 51 C5	34.80	50.00	039°52'32"	34.10	S20° 36' 30"W S40° 32' 46"W	S0° 40' 15"W
LOT 52 C5	35.73	50.00	040°56'55"	34.97	S61° 01' 00"W S81° 39' 14"W	S40° 32' 46"W
LOT 53 C5	33.72	50.00	038°38'18"	33.08	N70° 11' 36"W N69° 52' 26"W	S81° 39' 14"W
LOT 54 C5	26.15	50.00	032°15'12"	27.78	N43° 44' 51"W N27° 37' 15"W	N59° 52' 26"W
LOT 54 C54	36.66	30.00	061°15'08"	36.75	N61° 46' 53"E S84° 16' 08"W	N27° 57' 15"W
LOT 54 C4	23.96	70.00	019°36'48"	23.85	S74° 27' 44"W S84° 39' 19"W	S84° 16' 08"W
LOT 55 C3	16.52	270.00	003°30'19"	16.52	S62° 54' 10"W S61° 09' 00"W	S84° 39' 19"W
LOT 56 C3	77.67	270.00	016°28'55"	77.40	N52° 54' 33"E N61° 09' 00"W	N44° 40' 05"E
LOT 56 C2	45.22	310.00	008°21'28"	45.18	N35° 36' 27"W N39° 47' 11"W	N31° 25' 43"W
LOT 57 C2	36.14	310.00	006°40'48"	36.12	N26° 05' 20"W N31° 25' 43"W	N24° 44' 58"W
C59	20.01	310.00	004°41'55"	20.01	S77° 26' 13"E S75° 35' 15"E	S79° 17' 11"E

LINE TABLE		
LINE NUMBER	LENGTH (FT)	DIRECTION
L1	69.65	S10° 20' 41"E
L2	47.00	S87° 47' 35"E
L3	13.00	S80° 35' 27"W
L4	25.00	N02° 12' 05"E
L5	60.00	S88° 30' 11"E
L6	13.95	S01° 05' 29"W
L7	16.03	S88° 22' 24"W
L8	32.41	S37° 06' 34"W
L9	40.16	S01° 39' 24"W
L10	45.93	S50° 07' 40"W
L11	40.00	N00° 49' 42"E
L12	40.00	S00° 49' 42"E
L13	50.57	S88° 25' 09"E
L14	38.24	N39° 44' 58"E
L15	62.90	N71° 52' 57"E
L16	17.35	S88° 51' 48"E
L17	89.13	N65° 15' 02"E
L18	121.17	N65° 15' 02"E
L19	34.50	N24° 45' 10"W
L20	48.41	N24° 45' 10"W
L21	20.00	S79° 06' 12"E
L22	43.37	S88° 42' 39"E
L23	45.18	N10° 30' 41"W
L24	11.53	S24° 46' 57"E

LINE TABLE		
LINE NUMBER	LENGTH (FT)	DIRECTION
L25	8.65	S00° 35' 27"W
L26	8.65	S00° 35' 27"W
L27	25.43	S00° 35' 27"W
L28	25.43	S00° 35' 27"W

REVISION DATE: 07/30/2021
REVISION DATE: 07/21/2021
DATE: 06/11/2021
SHEET 1 OF 2

INSTRUMENT DRAFTED BY: PAUL H. VAN HENKELUM, P.L.S., S-1931

THE VISTAS OF LAKE GENEVA FIRST ADDITION

OUTLOT 4 AND THE NORTH PART OF OUTLOT 3 OF THE VISTAS OF LAKE GENEVA SUBDIVISION; ALL IN PART OF THE NW 1/4 & SW 1/4 OF THE SE 1/4 AND NE 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, PAUL H. VAN HENKELUM, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND HEREIN DESCRIBED:

OUTLOT 4 OF THE VISTAS OF LAKE GENEVA SUBDIVISION, ALSO COMMENCING AT THE NE CORNER OF THE SE 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 17 EAST; THENCE S89°52'53" W 1808.58' ALONG THE NORTH LINE OF SAID SE1/4; THENCE S10°53'48"E 1109.47' TO THE NE CORNER OF OUTLOT 3 OF VISTAS OF LAKE GENEVA SUBDIVISION ALSO BEING THE PLACE OF BEGINNING; THENCE S10°53'48"W 55.61'; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 310.00', WITH A CHORD BEARING OF N77°26'13"W, WITH A CHORD LENGTH OF 20.01', WITH AN ARC LENGTH OF 20.01'; THENCE N10°53'48"E 55.03'; THENCE S79°06'12"E 20.00' TO THE PLACE OF BEGINNING; ALL IN PART OF THE NW 1/4 & SW 1/4 OF THE SE 1/4 AND NE 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF OMEGA HOMES-VISTAS LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF LAKE GENEVA IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS ____ DAY OF _____, 2021.

PAUL H. VAN HENKELUM,
WISCONSIN PROFESSIONAL LAND SURVEYOR, NO. 1931
(original if signed in red)

OWNER'S CERTIFICATE

OMEGA HOMES-VISTAS LLC, A WISCONSIN LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT IT HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- 1.) CITY OF LAKE GENEVA
- 2.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS ____ DAY OF _____, 2021.

OMEGA HOMES-VISTAS LLC

BY ITS MEMBER, JOHN GIAMPOLI

STATE OF WISCONSIN) ss
COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2021, THE ABOVE NAMED JOHN GIAMPOLI, MEMBER OF OMEGA HOMES-VISTAS LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CITY ENGINEER'S CERTIFICATE

STATE OF WISCONSIN)ss
WALWORTH COUNTY)

I, GREG GOVERNATORI, PE, CITY ENGINEER OF THE CITY OF LAKE GENEVA DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THIS FINAL PLAT AND PLANS AND SPECIFICATIONS THEREFOR AND STREET NAMES SHOWN IN SAID PLAT MEET THE REQUIREMENTS OF THE CITY OF LAKE GENEVA AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

DATED THIS ____ DAY OF _____, 2021

GREG GOVERNATORI, PE
CITY ENGINEER

PLAN COMMISSION CERTIFICATE

STATE OF WISCONSIN)ss
WALWORTH COUNTY)

APPROVED THIS ____ DAY OF _____, 2021

LAKE GENEVA PLAN COMMISSION

CHARLENE KLEIN
CHAIRPERSON/MAYOR

CITY COUNCIL RESOLUTION

RESOLVED, THAT THE PLAT OF THE VISTAS OF LAKE GENEVA FIRST ADDITION, IN THE CITY OF LAKE GENEVA, WISCONSIN, OWNER(S) BE AND THE SAME, IS HEREBY APPROVED BY THE CITY COUNCIL.

RICHARD HEDLUND
COUNCIL PRESIDENT

CITY CLERK RESOLUTION

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RESOLUTION DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF LAKE GENEVA, WISCONSIN, ON THE ____ DAY OF _____, 2021

LANA KROPP
CLERK

UTILITY EASEMENT PROVISIONS:
AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY OMEGA HOMES-VISTAS LLC, GRANTOR, TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES, GRANTEEES THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, I INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND

TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS NO OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS: ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

STORM WATER MANAGEMENT AGREEMENT
THE TITLEHOLDERS OF LOTS 16-58 OF THE VISTAS OF LAKE GENEVA FIRST ADDITION ALONG WITH THE TITLEHOLDERS OF LOTS 1 THROUGH 15 OF THE VISTAS OF LAKE GENEVA SHALL EACH HOLD 1/58 UNDIVIDABLE INTEREST IN THE DRAINAGE EASEMENT LOCATED ON THE VISTAS OF LAKE GENEVA AND THE VISTAS OF LAKE GENEVA FIRST ADDITION, WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. ALL LOT OWNERS THEREIN, ARE SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE CITY OF LAKE GENEVA MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH THIS AGREEMENT, THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY THE CITY OF LAKE GENEVA THE OWNERS OF LOTS 1 THROUGH 15 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES AFTER CONSTRUCTION IS COMPLETED.

DRAINAGE EASEMENT RESTRICTIONS:
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE CITY OF LAKE GENEVA, WALWORTH COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN) ss
WALWORTH COUNTY)

I, LAURA DUCHEMIN, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE CITY OF LAKE GENEVA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ AFFECTING THE LANDS INCLUDED IN THIS PLAT OF THE VISTAS OF LAKE GENEVA FIRST ADDITION.

LAURA DUCHEMIN,
CITY TREASURER

CERTIFICATE OF COUNTY TREASURER

I, VALERIE ETZEL, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF WALWORTH, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS ____ DAY OF _____, 20____ AFFECTING THE LANDS INCLUDED IN THIS PLAT OF THE VISTAS OF LAKE GENEVA FIRST ADDITION.

VALERIE ETZEL
COUNTY TREASURER

REVISION DATE: 07/30/2021
REVISION DATE: 07/21/2021
DATE: 06/11/2021
SHEET 2 OF 2

INSTRUMENT DRAFTED BY: PAUL H. VAN HENKELUM, P.L.S., S-1931

EXHIBIT C

GDP/PIP Approval

EXHIBIT D

Approved GDP/PIP Plans

EXHIBIT E

Intentionally Omitted

EXHIBIT F

Impact Fees Schedule

Impact fees are \$1865/sewer connection, \$1690/water connection, and \$230/park for each dwelling. These charges shall remain unchanged on this project for six (6) years from commencement of construction or July 1, 2027, whichever occurs later.

EXHIBIT G

Monotony Code

Restrictions:

- a) The following shall apply to all homes within the Vistas of Lake Geneva:
 - 1. Home Monotony: a new home cannot have the same front elevation compared to either of the homes on each side, or the home most directly across the street, or the homes on each side of the home across the street. The result is that for any 6-home sequence (3-home along both sides of the street), the front elevation of the houses are all different from one-another. Note that this is a running requirement – meaning that each possible 6-home block cannot have repeats.
 - 2. Exterior Elevation and Color: for any of the same 6-home sequence, the main exterior elevation and color combination cannot be repeated.

EXHIBIT H

Water Tower Improvements Agreement

WATER TOWER IMPROVEMENTS AGREEMENT

This Water Tower Improvements Agreement (“Agreement”) is made the ____ day of October, 2021, among the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”), the LAKE GENEVA UTILITY COMMISSION, Walworth County, Wisconsin (“Utility Commission”), and OMEGA HOMES-VISTAS, L.L.C., a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. ch. 62, with authority to enter into this Agreement under its ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Utility Commission is a municipal entity, organized and existing pursuant to law, which commission is authorized to own, operate, and regulate the utilities located within the City, including the water utilities located therein;

WHEREAS, the Developer is the owner of certain real property (the “Property”) located in the City, known as Walworth County Tax Key Parcel Nos. ZA424700001 and ZA424800001, more particularly described on Exhibit “A” of the Development Agreement by and among the CITY OF LAKE GENEVA, the LAKE GENEVA UTILITY COMMISSION, and OMEGA HOMES-VISTAS, L.L.C., dated the October, 2021 and incorporated herein;

WHEREAS, the Developer desires to sell the Property referred to as the “Vistas of Lake Geneva” (the “Subdivision”) to Vistas of Lake Geneva, L.L.C., a Delaware limited liability company (“Purchaser”) pursuant to the terms of that certain Real Estate Sale Agreement (the “Purchase Agreement”), and Purchaser desires to develop the Subdivision as a fully integrated, residential development of single-family homes;

WHEREAS, the City, Developer, and Utility Commission previously agreed to raise a water tower thirty (30’) feet as well as other improvements, and has completed both the raising of the water tower and the other improvements to fully service the subject future

development as well as other lands adjacent to the development (“Water Tower Improvements”);

WHEREAS, the City, Utility Commission, and Developer agreed to provide for the construction related to the Water Tower Improvements, and their financing, pursuant to this Agreement; and

WHEREAS, Developer is aware that the Water Tower Improvements are necessary to service the Vistas of Lake Geneva, and

WHEREAS, a portion of the Water Tower Improvement necessary to service the Vistas of Lake Geneva includes raising the Dodge Street water tower 30 feet among other improvements, and

WHEREAS the City, Utility Commission, and Developer desire to enter into this Agreement.

SECTION 1 RESTATMENT OF RECITALS

1.01 The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 CONSTRUCTION

2.01 The Water Tower Facilities have been designed by the Utility Engineer and agreed upon by the Utility Commission. The Utility Commission and City have been responsible for completion of the Water Tower Improvements and the Utility Commission has obtained the necessary local, state, and federal approvals to complete the project; and further it completed the project in a timely manner.

SECTION 3 DEVELOPER’S SHARE

3.01 The Developer shall be responsible for a total of Three Hundred Seventy-Five Thousand (\$375,000) Dollars for its share of the Water Tower Improvements (“Developer’s Share”), which Developer’s Share shall be paid by the Developer to the City

through the escrow for the closing of the sale of the Property pursuant to the Purchase Agreement.

3.02 The Developer, its successors and assigns shall only be responsible for payment of the Developer's Share. The Developer shall have no responsibility for any costs of the City or the Utility Commission for the Water Tower Improvements should the Developer be unable to obtain a PIP Approval or should the Developer be unable to develop the real property described on Exhibit "A" to the Development Agreement described above in a manner the same or similar to the fifty-eight (58) lots provided in the Vistas of Lake Geneva Precise Implementation Plan.

SECTION 4 UTILITY COMMISSION'S SHARE

4.01 The Utility Commission and City shall be responsible for any amounts in excess of the Developer's Share. Moreover, the Utility Commission and City shall make timely payments for the continuance of construction, regardless of the schedule of payments for the Developer's Share.

SECTION 5 MISCELLANEOUS

5.01 The intent of this Agreement is for the City, the Utility Commission, and the Developer to work cooperatively to schedule and renovate the Water Towers Facilities. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Developer, other than as set forth herein and in the Developer's Agreement, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, charge, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer, and signed by them.

5.02 In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the

provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

5.03 The City and Utility Commission do not, in any way or for any purpose, become partners, employers, principals, agents, or joint venturers with the Developer.

5.04 This Agreement shall be construed under the laws of the State of Wisconsin.

5.05 This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

5.06 This Agreement shall only become effective upon the closing of the Purchase Agreement and disbursement of the escrow. However, once fully executed the parties shall be bound to this Agreement, which shall only be deemed null and void if the Purchase Agreement is terminated.

[Signature Page Follows]

[Signature Page to Water Tower Improvements Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this instrument effective as of _____, ____, 2021.

CITY OF LAKE GENEVA

OMEGA HOMES-VISTAS, L.L.C.

By: _____
Charlene Klein, Mayor

By: _____
John J. Giampoli, President

Attest: _____
Lana Kropf, City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the ____ day of _____, 2020.

**LAKE GENEVA
UTILITY COMMISSION**

By: _____
Dennis Lyon, President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Telephone: (262) 728-9196
E-mail: cpollard@clairlawoffices.com
www.clairlaw.com

EXHIBIT D

Approved GDP/PIP Plans

VISTAS OF LAKE GENEVA

GDP/PIP SUBMITTAL PLANS

JANUARY 10, 2020

CIVIL DRAWING INDEX

1	TITLE SHEET
2	EXISTING CONDITIONS PLAN
3	DEMOLITION PLAN
4	SITE PLAN
5	SITE PHASING PLAN
6	OVERALL GRADING PLAN
7	EROSION CONTROL PLAN
8	OVERALL GRADING CUT AND FILL PLAN
9	DETAILED GRADING PLAN
10	OVERALL UTILITY PLAN
11	STORM SEWER PLAN
12	SANITARY SEWER AND WATER PLAN
13-22	PLAN AND PROFILE
23	EROSION CONRTOL DETAILS
24	SITE DETAILS
25-26	STORM WATER DETAILS
27-28	UTILITY DETAILS
29	PROJECT NOTES



PROJECT CONTACTS:

PROJECT OWNER
OMEGA HOMES-VISTAS, LLC
PHONE: 608-436-2852
EMAIL: giampoli@omegahomes.net

CIVIL ENGINEER
CARDINAL ENGINEERING LLC
RYAN CARDINAL, PE
PHONE: 262-757-8776
EMAIL: RYAN@CARDINALENGINEERINGWI.COM

LANDSCAPE ARCHITECT
THOMAS NORDLOH ASSOCIATES
PHONE: 262-496-9191
EMAIL: tom@nl-lc.com

CITY OF LAKE GENEVA
BUILDING AND ZONING ADMINISTRATOR
FRED WALLING
PHONE: 262-248-3911
EMAIL: BZADMIN@CITYOFLAKEGENEVA.COM

UTILITY COMMISSION DIRECTOR
JOSH GAJEWSKI
PHONE: 262-248-2311
EMAIL: LGH20DIRECTOR@GENEVAONLINE.COM

PUBLIC WORKS DIRECTOR
TOM EARLE
PHONE: 262-248-6644
EMAIL: TEARLE@CITYOFLAKGENEVA.COM

FIRE DEPARTMENT
DENNIS DETKOWSKI, LIEUTENANT
PHONE: 262-248-7228
EMAIL: DDETKOWSKI@LAKEGENEVAFIRE.ORG

CITY ENGINEER
GREG GOVERNATORI, PE
PHONE: 262-767-2747
EMAIL: GGOVERNATORI@KAPURINC.COM

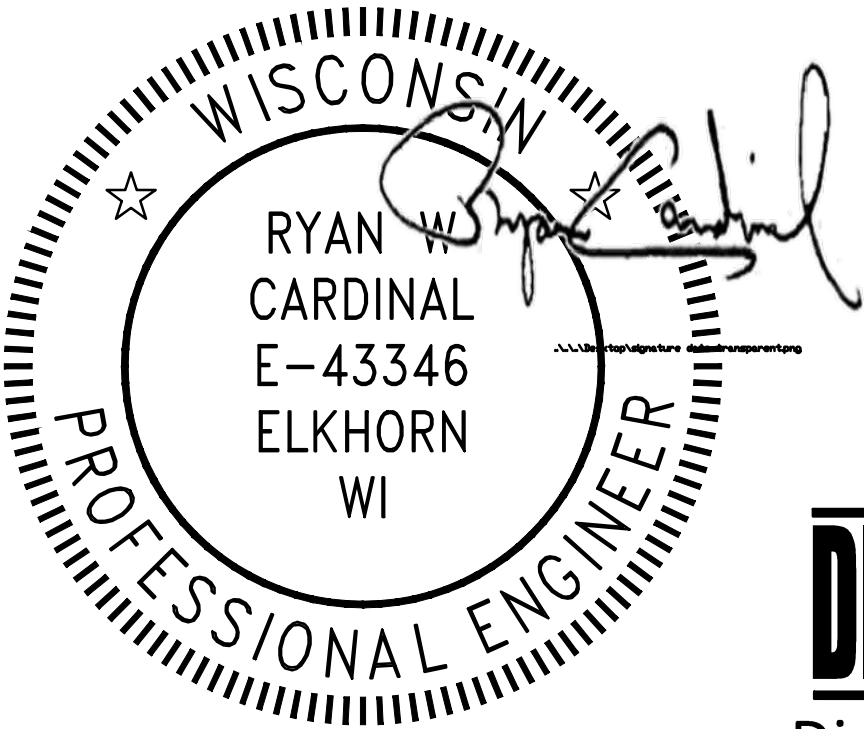
CITY PLANNER
MIKE SLAVNEY, FAICP
PHONE: 608-255-3988
EMAIL: MSLAVNEY@VANDEWALLE.COM

ELECTRIC UTILITY
ALLIANT ENERGY
AUSTIN KROHN
EMAIL: AUSTINKROHN@ALLIANTENERGY.COM

GAS UTILITY
WE ENERGIES
SANDRA MENDEN
PHONE: 262-763-1004
EMAIL: SANDRA.MENDEN@WE-ENERGIES.COM

ALL SPECIFICATIONS ARE REFERENCED TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION. DETAILS UNDER CARDINAL ENGINEERING LLC TITLE BLOCK TAKE PRECEDENCE.

WISDOT STANDARD DETAILS TO BE FOLLOWED INCLUDE, BUT NOT LIMITED TO THOSE PROVIDED AT THE END OF THIS PLAN SET. ONLY SPECIFICATIONS OR DETAILS PROVIDED UNDER THIS PROJECT TITLE BLOCK SUPERCEDE THE REFERENCED WISDOT SPECIFICATIONS.



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

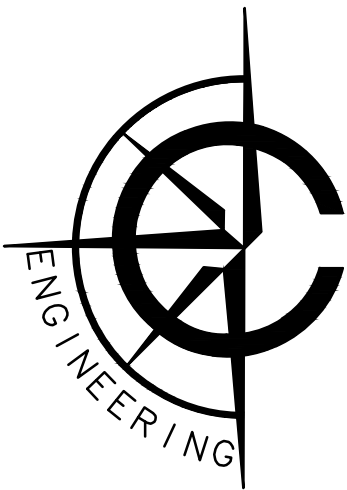
CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

TITLE SHEET

GDP/PIP SUBMITTAL



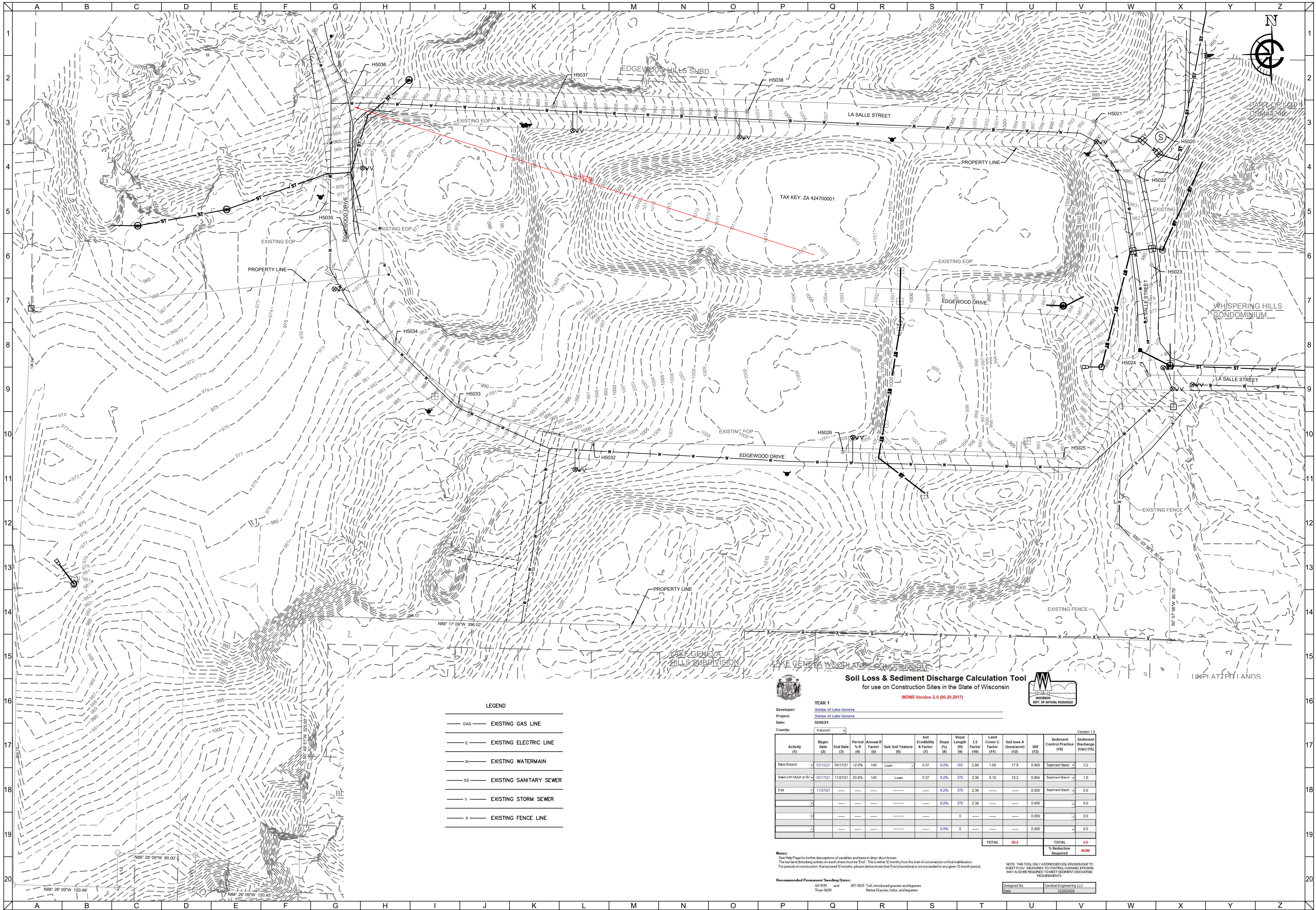
CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE
8	PIPE LABEL	09/20/2021
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
SCALE		1"=500'
PROJECT NUMBER		1701345
DATE		01/10/2020
PROJECT MGR		RYAN CARDINAL, PE
DRAWN BY		BDP
DESIGNED BY		JNL

SHEET NUMBER

1 OF 29



LEGEND	
— GAS —	EXISTING GAS LINE
— E —	EXISTING ELECTRIC LINE
— W —	EXISTING WATERMAIN
— SS —	EXISTING SANITARY SEWER
— S —	EXISTING STORM SEWER
— X —	EXISTING FENCE LINE

Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.0 (06-29-2017)

YEAR 1

Developer: Vistas of Lake Geneva

Project: Vistas of Lake Geneva

Date: 02/05/21

County: Walworth

													Version 1.0	
Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erosibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	L.S. Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SSD (13)	Sediment Control Practice (14)	Sediment Discharge (lbs) (15)
Base Ground	03/15/21	05/17/21	12.0%	140	Loam	0.37	9.2%	560	2.85	1.00	17.9	0.900	Sediment Basin	3.2
Seed with Mulch or E	05/17/21	11/27/21	83.0%	140	Loam	0.37	9.2%	375	2.36	0.10	10.2	0.064	Sediment Basin	1.8
Final	11/27/21						9.2%	375	2.36		0.000		Sediment Basin	0.0
							9.2%	375	2.36		0.000			0.0
							0				0.000			0.0
							0.0%	0			0.000			0.0
TOTAL												28.2		5.0

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.
The last land disturbing activity on each sheet must be "Final". This value 12 months from the start of construction or final stabilization.
For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEETFLOW MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

Recommended Permanent Seeding Dates:

415-515 and
Thaw-6/30
871-825 Turf, introduced grasses and legumes
Native Grasses, forbs, and legumes

Designed By: Cardinal Engineering LLC
Date: 12/28/2020

CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

EXISTING CONDITIONS PLAN

GDP/PIP SUBMITTAL

CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

0 50 100
FEET

NO.	REVISION DESCRIPTION	REV DATE
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020

SCALE 1"=50'

PROJECT NUMBER 1701345

DATE 01/10/2020

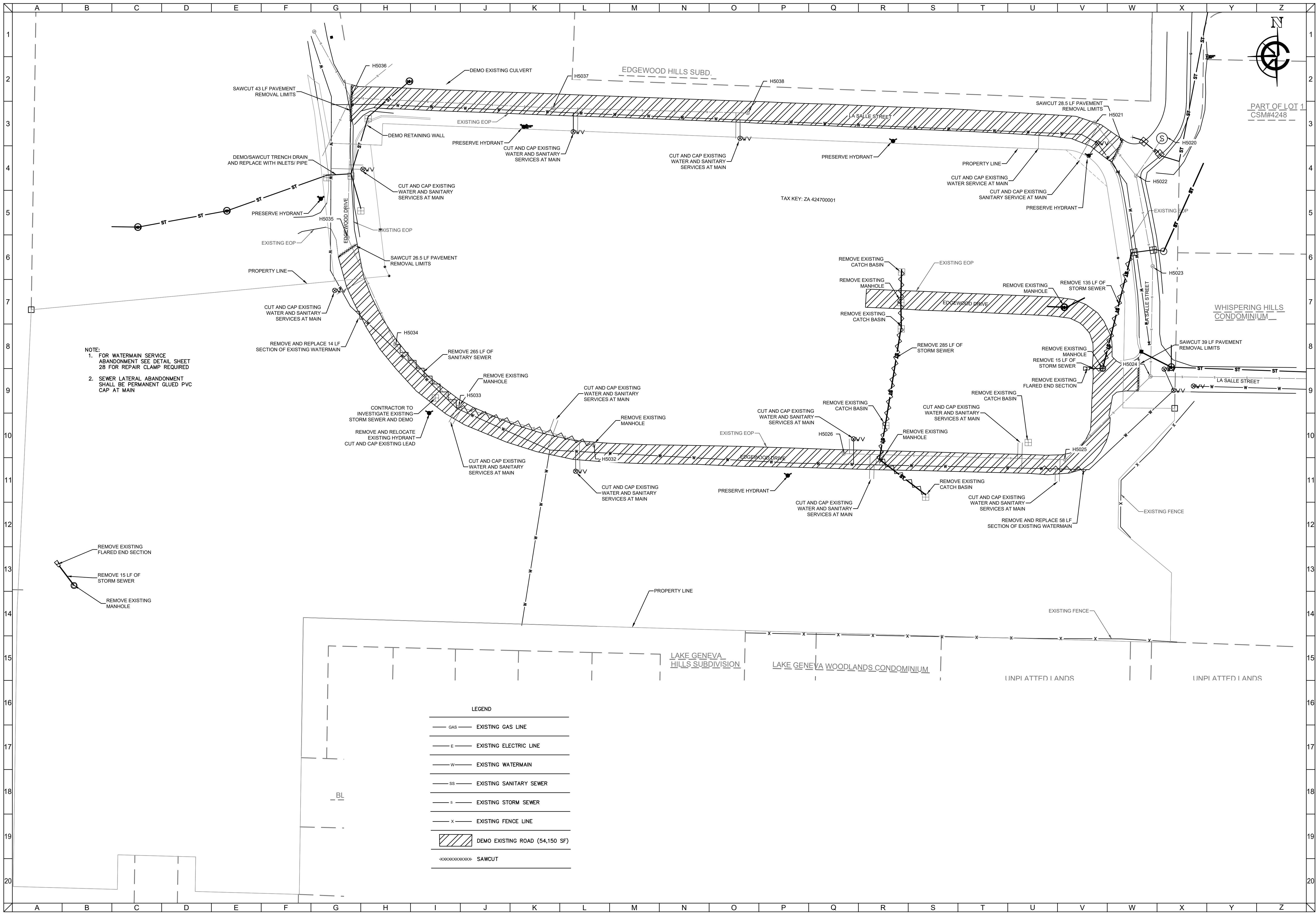
PROJECT MGR RYAN CARDINAL, PE

DRAWN BY BDP

DESIGNED BY JNL

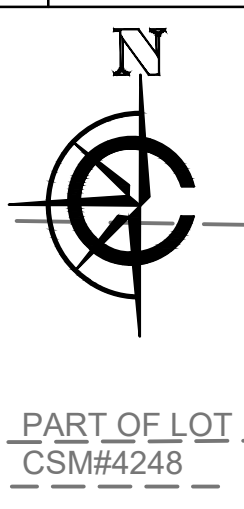
SHEET NUMBER

2 OF 29



NOTE:
1. FOR WATERMAIN SERVICE
ABANDONMENT SEE DETAIL SHEET
28 FOR REPAIR CLAMP REQUIRED
2. SEWER LATERAL ABANDONMENT
SHALL BE PERMANENT GLUED PVC
CAP AT MAIN

LEGEND	
	EXISTING GAS LINE
	EXISTING ELECTRIC LINE
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING FENCE LINE
	DEMO EXISTING ROAD (54,150 SF)
	SAWCUT



CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

DEMOLITION PLAN

GDP/PIP SUBMITTAL

CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020

SCALE 1"=50'

PROJECT NUMBER 1701345

DATE 01/10/2020

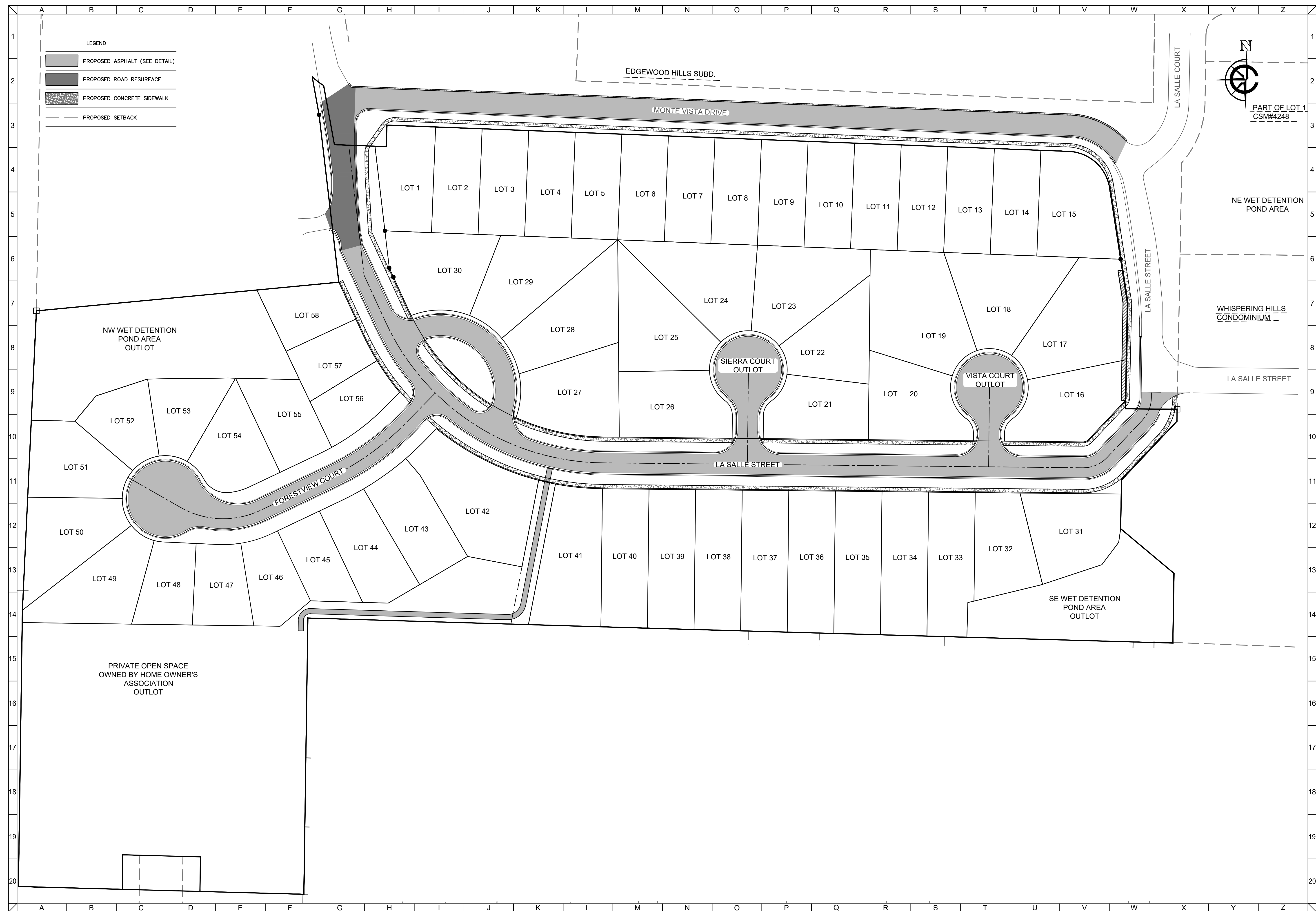
PROJECT MGR RYAN CARDINAL, PE

DRAWN BY BDP

DESIGNED BY JNL

SHEET NUMBER

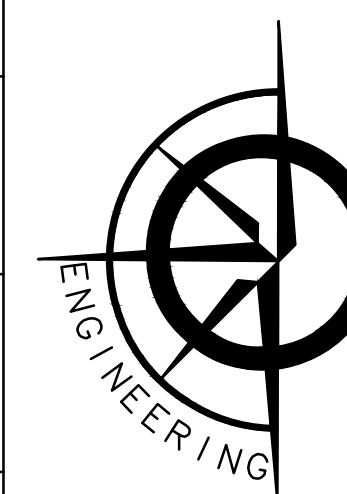
3 OF 29



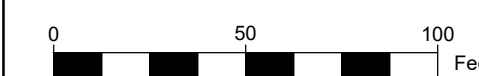
CLIENT

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

GDP/PIP SUBMITTAL

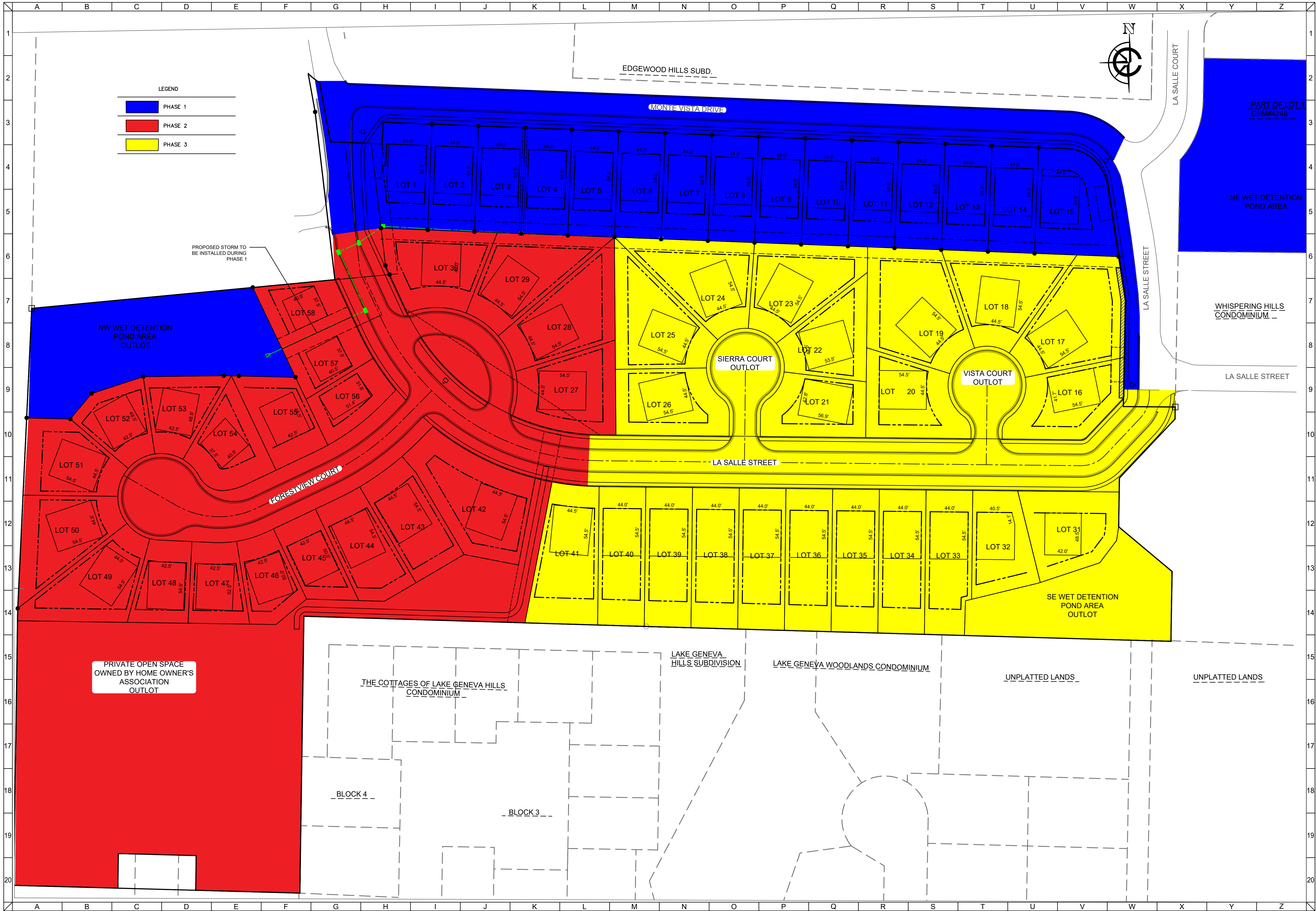


201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM



SCALE	1" = 50'
PROJECT NUMBER	1701345
DATE	01/10/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

4 OF 29



LEGEND

Blue	PHASE 1
Red	PHASE 2
Yellow	PHASE 3

CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

SITE PHASING PLAN

GDP/PIP SUBMITTAL

CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

0 50 100 Feet

NO.	REVISION DESCRIPTION	REV DATE
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020
3	CITY REVIEW	04/01/2020

SCALE 1" = 50'

PROJECT NUMBER 1701345

DATE 01/10/2020

PROJECT MGR RYAN CARDINAL, PE

DRAWN BY BDP

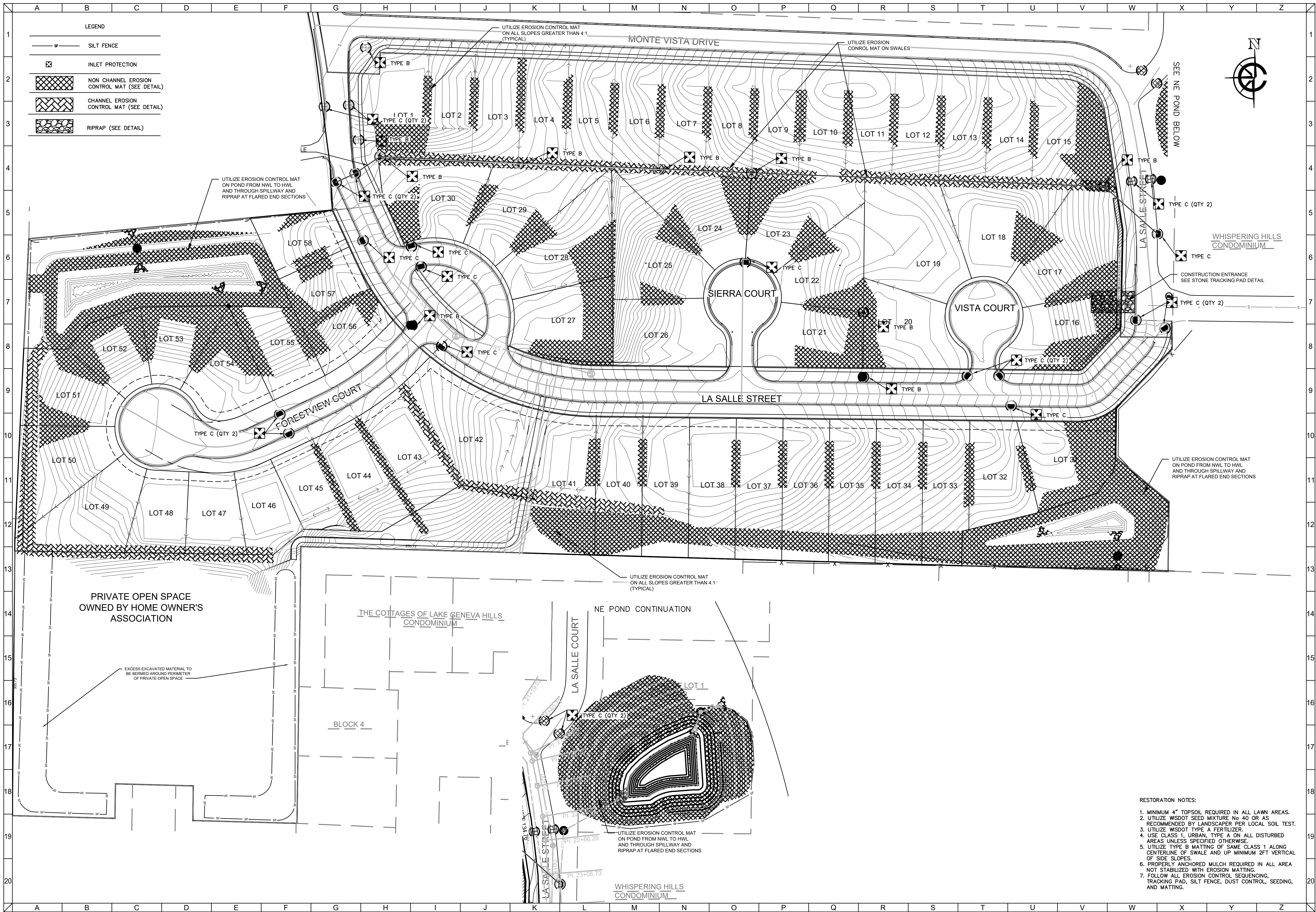
DESIGNED BY JNL

SHEET NUMBER

5 OF 29



6 OF 29

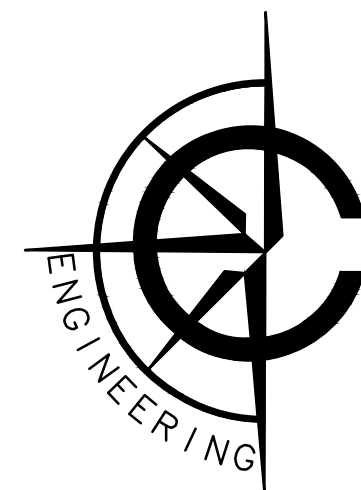


CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

EROSION CONTROL PLAN
GDP/PIP SUBMITTAL



CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

1

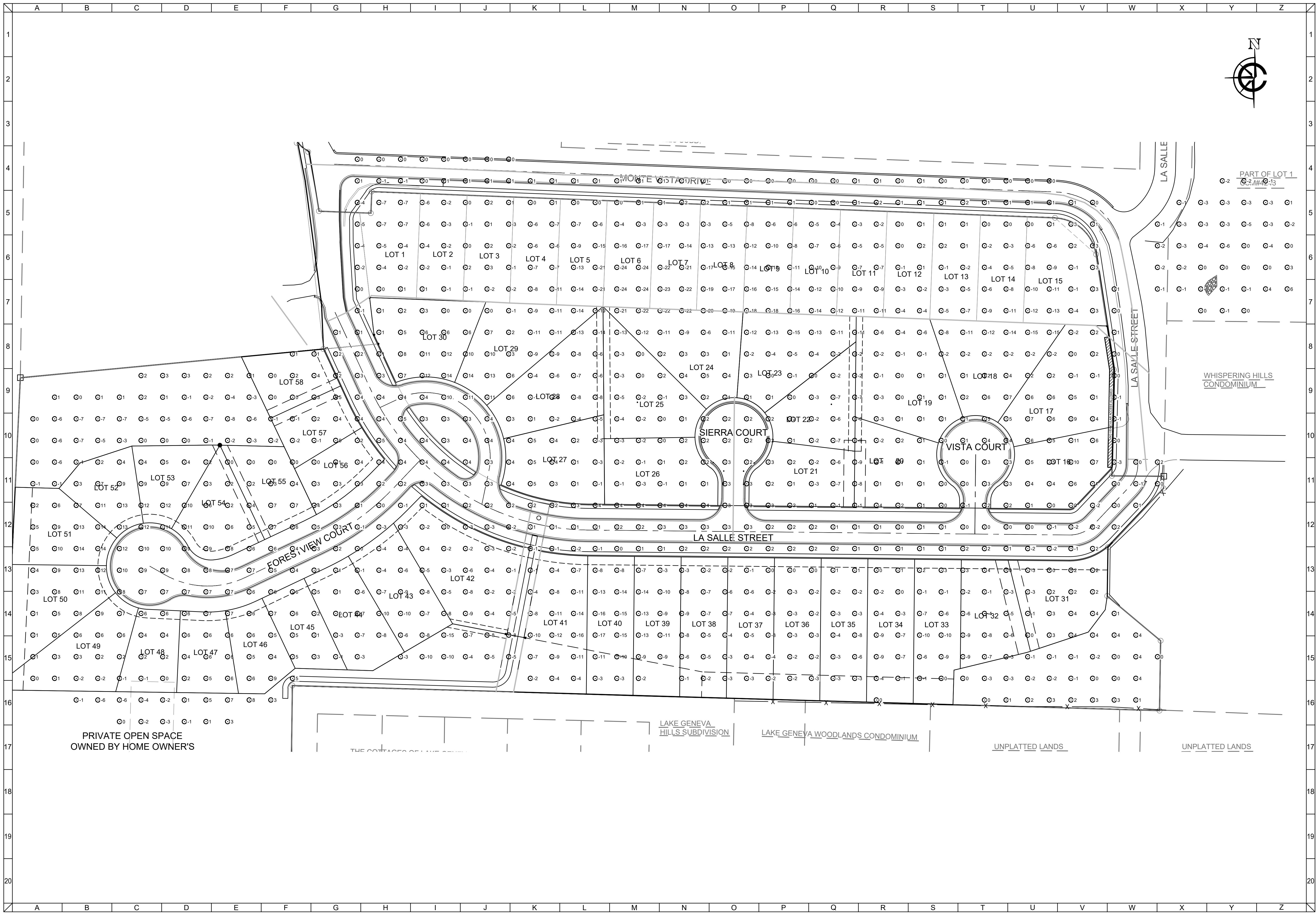
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Feet

NO.	REVISION DESCRIPTION	REV DATE
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6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020

SCALE	1" = 50'
PROJECT NUMBER	1701345
DATE	01/10/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

SHEET NUMBER

7 OF 29



CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

GDP/PIP SUBMITTAL | GRADING CUT/FILL PLAN

CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020

SCALE 1" = 50'

PROJECT NUMBER 1701345

DATE 01/10/2020

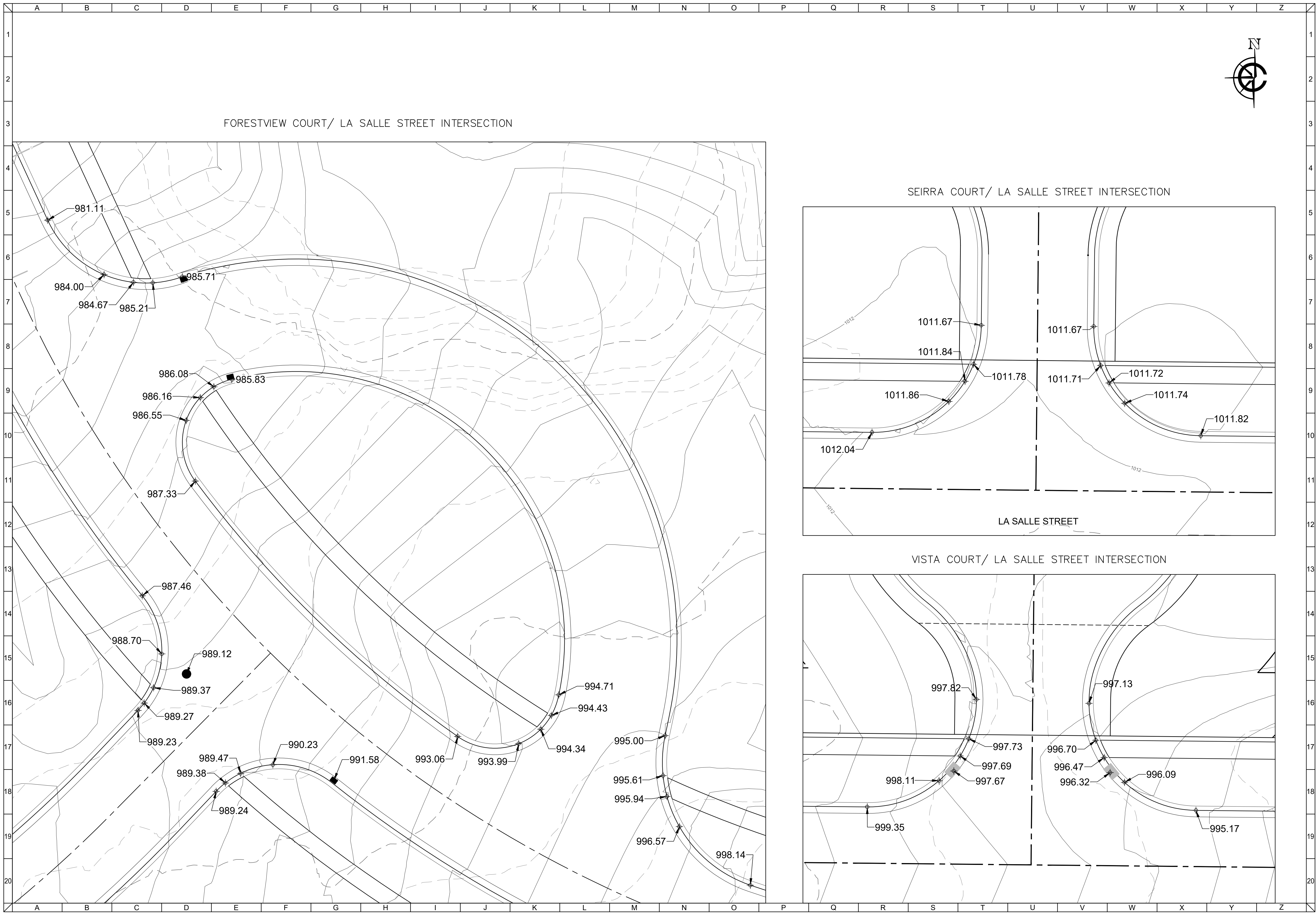
PROJECT MGR RYAN CARDINAL, PE

DRAWN BY BDP

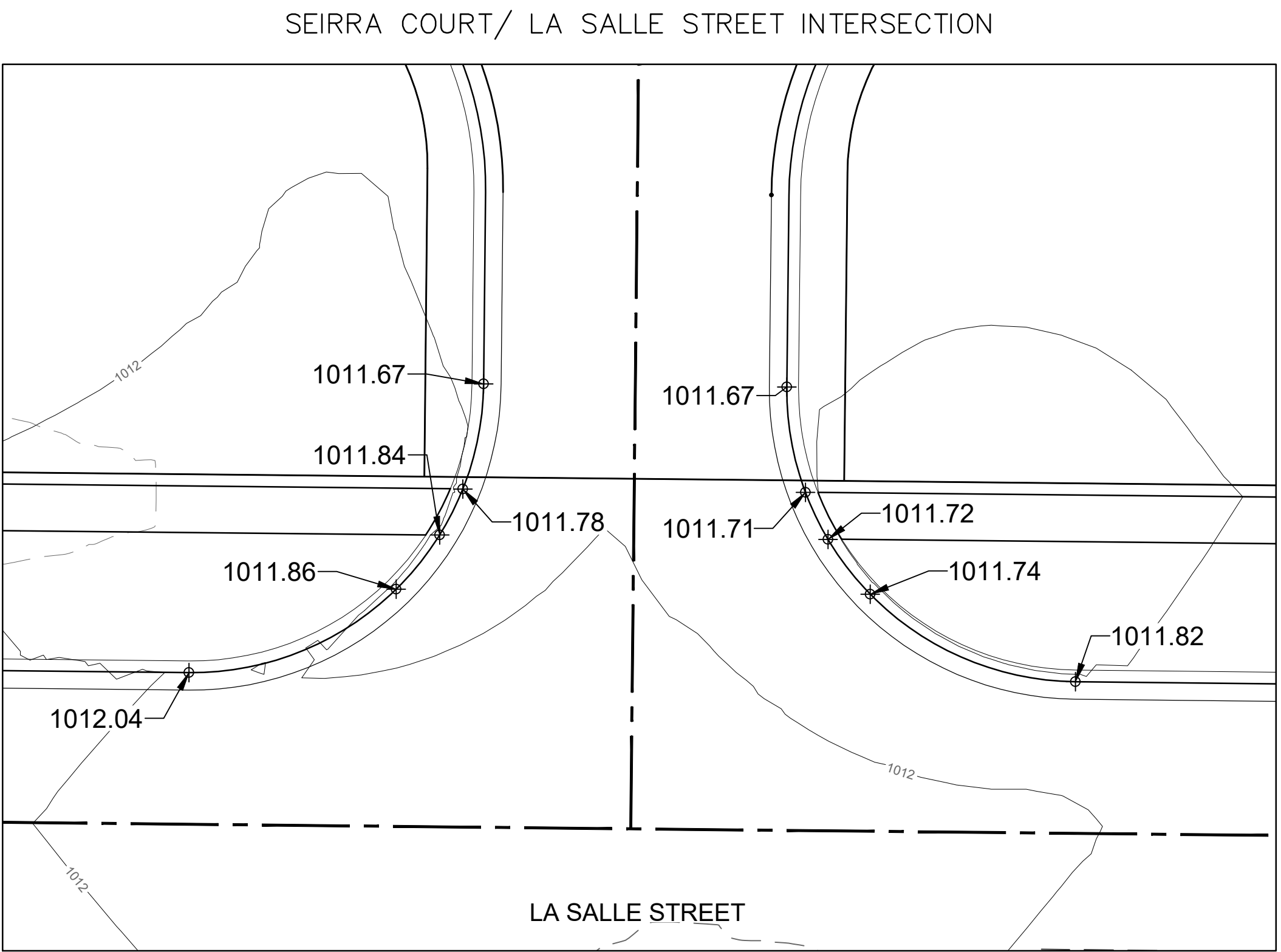
DESIGNED BY JNL

SHEET NUMBER

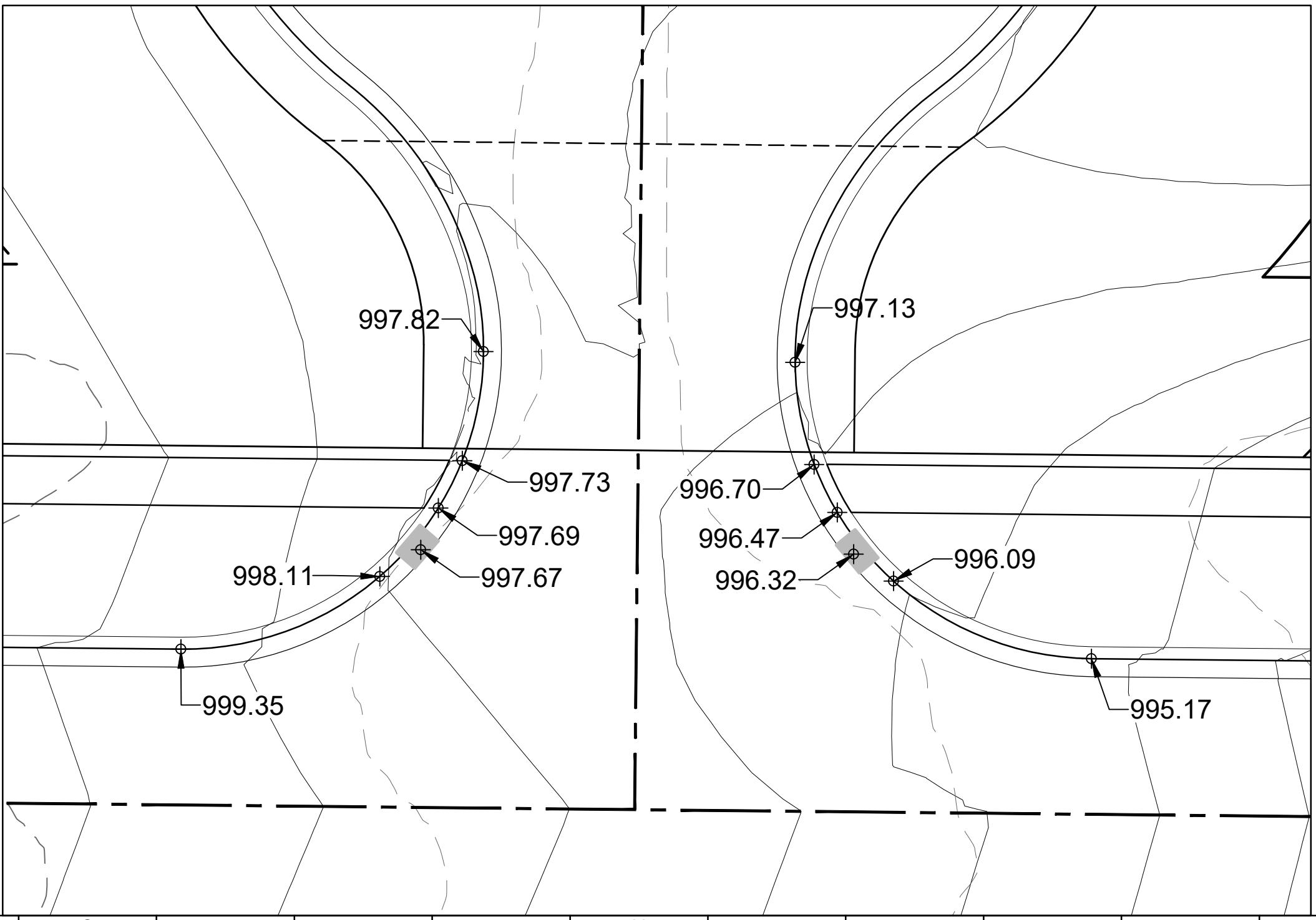
8 OF 29



FORESTVIEW COURT/ LA SALLE STREET INTERSECTION



SEIRRA COURT/ LA SALLE STREET INTERSECTION



VISTA COURT/ LA SALLE STREET INTERSECTION

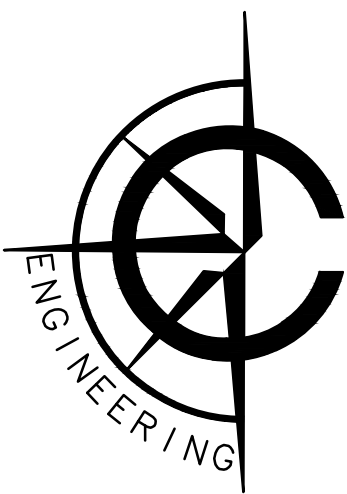
CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

DETAILED GRADING

GDP/PIP SUBMITTAL



CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

201 BROAD STREET, SUITE B
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020

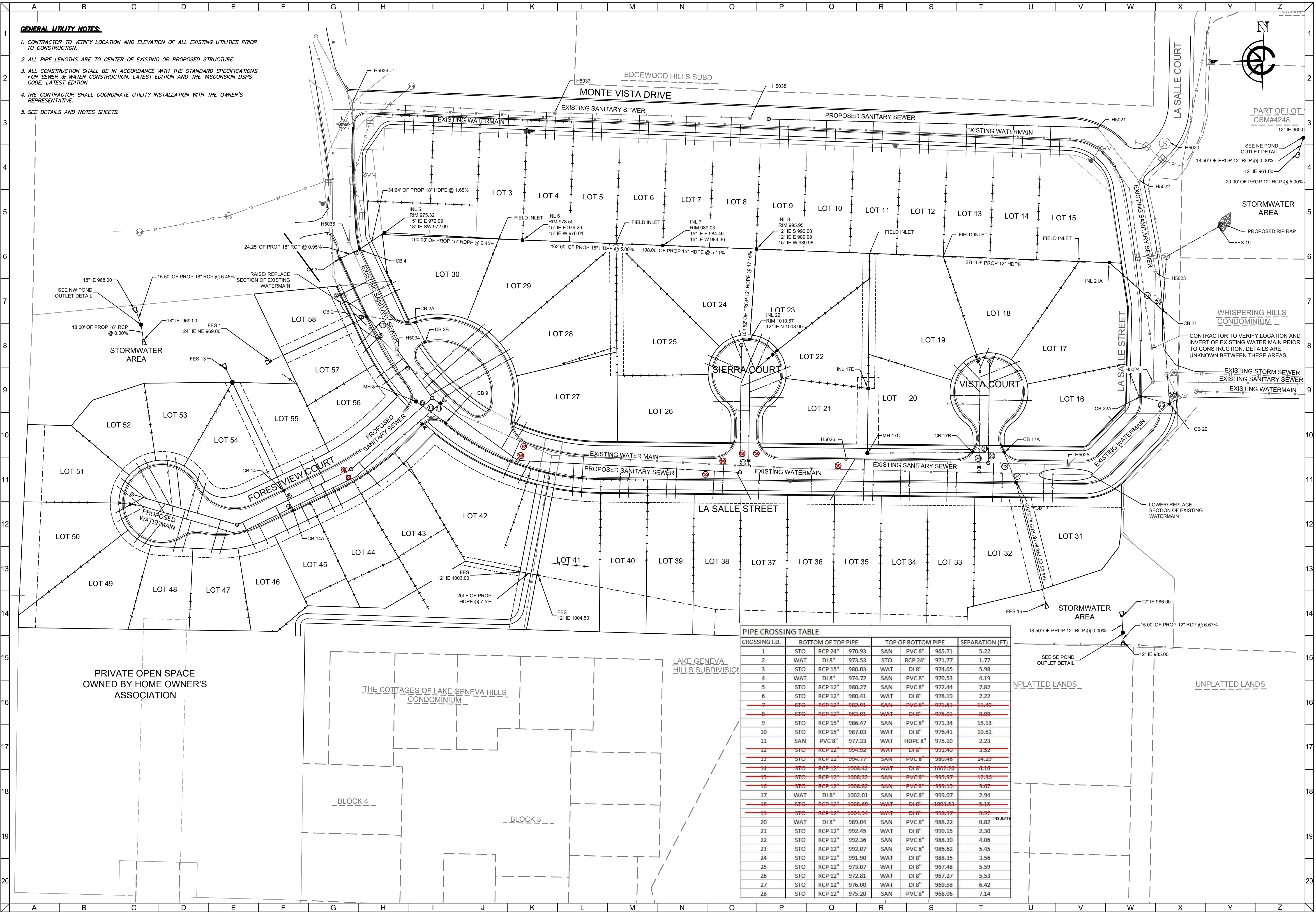
SCALE	1 IN=10 FT
PROJECT NUMBER	1701345
DATE	01/10/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

SHEET NUMBER

9 OF 29

GENERAL UTILITY NOTES:

1. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. ALL PIPE LENGTHS ARE TO CENTER OF EXISTING OR PROPOSED STRUCTURE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION, LATEST EDITION AND THE WISCONSIN DSPS CODE, LATEST EDITION.
4. THE CONTRACTOR SHALL COORDINATE UTILITY INSTALLATION WITH THE OWNER'S REPRESENTATIVE.
5. SEE DETAILS AND NOTES SHEETS.



PIPE CROSSING TABLE						
CROSSING I.D.	BOTTOM OF TOP PIPE	TOP OF BOTTOM PIPE	SEPARATION (FT)			
1	STO RCP 24"	970.93	SAN PVC 8"	965.71	5.22	
2	WAT DI 8"	973.53	STO RCP 24"	971.77	1.77	
3	STO RCP 15"	980.03	WAT DI 8"	974.05	5.98	
4	WAT DI 8"	974.72	SAN PVC 8"	970.53	4.19	
5	STO RCP 12"	980.27	SAN PVC 8"	972.44	7.82	
6	STO RCP 12"	980.41	WAT DI 8"	978.19	2.22	
7	STO RCP 12"	982.91	SAN PVC 8"	971.61	11.40	
8	STO RCP 12"	983.01	WAT DI 8"	975.01	8.00	
9	STO RCP 15"	986.47	SAN PVC 8"	971.34	15.13	
10	STO RCP 15"	987.03	WAT DI 8"	976.41	10.61	
11	SAN PVC 8"	977.33	WAT HDPE 8"	975.10	2.23	
12	STO RCP 12"	994.92	WAT DI 8"	991.40	3.52	
13	STO RCP 12"	994.77	SAN PVC 8"	980.48	14.29	
14	STO RCP 12"	1006.42	WAT DI 8"	1002.26	4.16	
15	STO RCP 12"	1006.32	SAN PVC 8"	995.97	12.35	
16	STO RCP 12"	1006.82	SAN PVC 8"	995.15	9.67	
17	WAT DI 8"	1002.01	SAN PVC 8"	999.07	2.94	
18	STO RCP 12"	1008.69	WAT DI 8"	1003.53	5.15	
19	STO RCP 12"	1004.94	WAT DI 8"	998.97	5.97	
20	WAT DI 8"	989.04	SAN PVC 8"	988.22	0.82	
21	STO RCP 12"	992.45	WAT DI 8"	990.15	2.30	
22	STO RCP 12"	992.36	SAN PVC 8"	988.30	4.06	
23	STO RCP 12"	992.07	SAN PVC 8"	986.62	5.45	
24	STO RCP 12"	991.90	WAT DI 8"	988.35	3.55	
25	STO RCP 12"	973.07	WAT DI 8"	967.48	5.59	
26	STO RCP 12"	972.81	WAT DI 8"	967.27	5.53	
27	STO RCP 12"	976.00	WAT DI 8"	969.58	6.42	
28	STO RCP 12"	975.20	SAN PVC 8"	968.06	7.14	

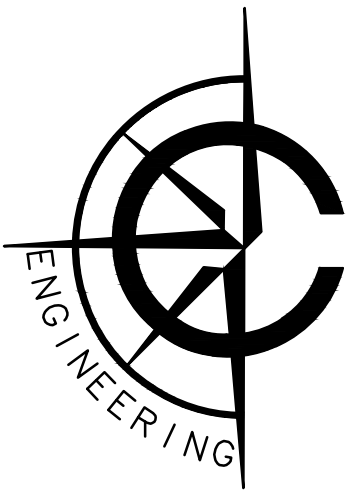
CLIENT

OMEGA HOMES--
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

OVERALL UTILITY PLAN

GDP/PIP SUBMITTAL



CARDINAL ENGINEERING LLC
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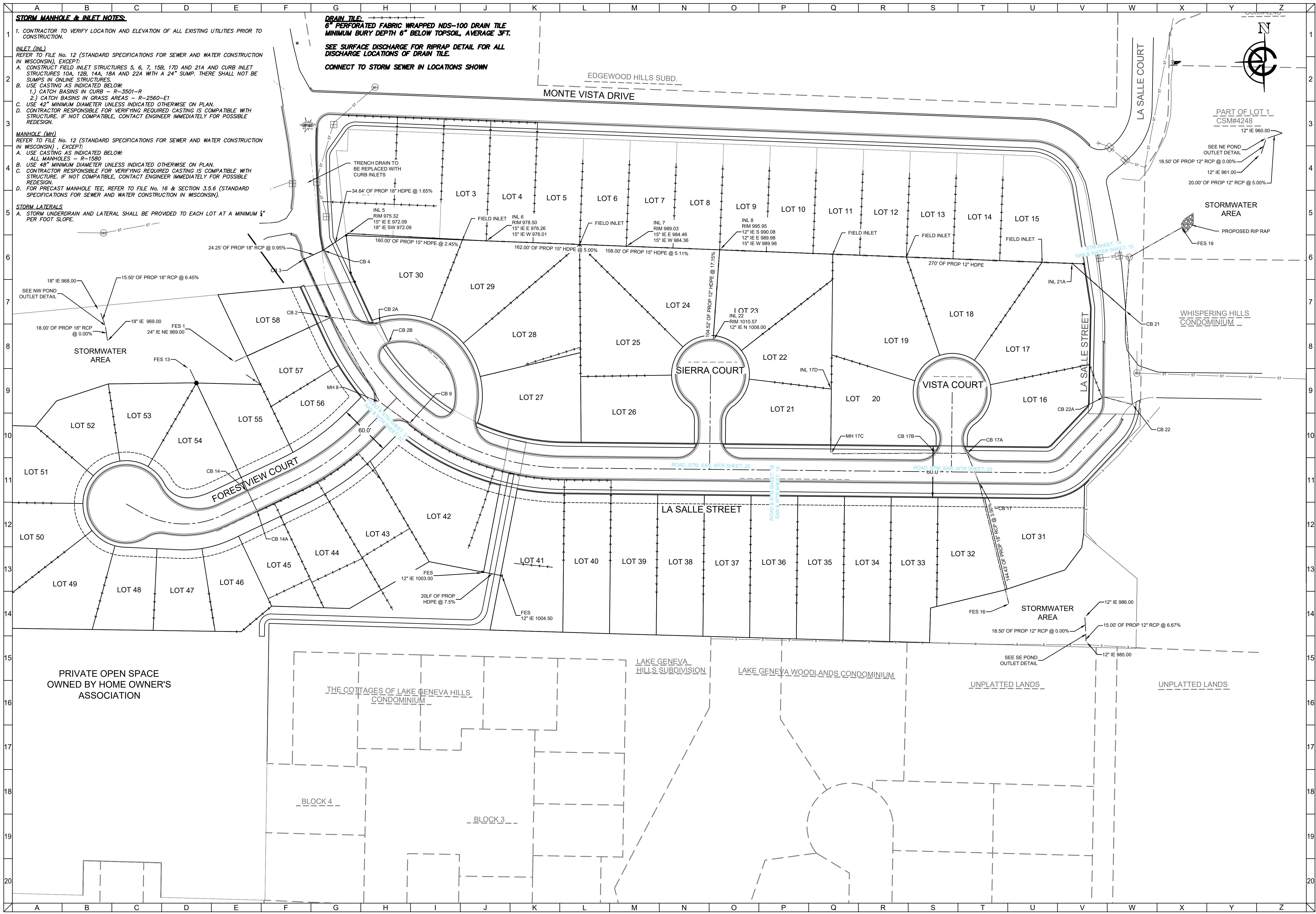
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FEET

NO.	REVISION DESCRIPTION	REV DATE
8	PIPE LABEL	09/20/2021
7	GRADING REVIEW	09/03/2021
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020

SCALE	1" = 50'
PROJECT NUMBER	1701345
DATE	01/10/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

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STORM MANHOLE & INLET NOTES:

1. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

INLET (INL)
REFER TO FILE No. 12 (STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN), EXCEPT:
A. CONSTRUCT FIELD INLET STRUCTURES 5, 6, 7, 15B, 17D AND 21A AND CURB INLET STRUCTURES 10A, 12B, 14A, 18A AND 22A WITH A 24" SUMP. THERE SHALL NOT BE SUMPS IN ONLINE STRUCTURES.
B. USE CASTING AS INDICATED BELOW:
1.) CATCH BASINS IN CURB - R-3501-R
2.) CATCH BASINS IN GRASS AREAS - R-2560-E1
C. USE 42" MINIMUM DIAMETER UNLESS INDICATED OTHERWISE ON PLAN.
D. CONTRACTOR RESPONSIBLE FOR VERIFYING REQUIRED CASTING IS COMPATIBLE WITH STRUCTURE. IF NOT COMPATIBLE, CONTACT ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.

MANHOLE (MH)
REFER TO FILE No. 12 (STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN), EXCEPT:
A. USE CASTING AS INDICATED BELOW:
ALL MANHOLES - R-1580
B. USE 48" MINIMUM DIAMETER UNLESS INDICATED OTHERWISE ON PLAN.
C. CONTRACTOR RESPONSIBLE FOR VERIFYING REQUIRED CASTING IS COMPATIBLE WITH STRUCTURE. IF NOT COMPATIBLE, CONTACT ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
D. FOR PRECAST MANHOLE TEE, REFER TO FILE No. 16 & SECTION 3.5.6 (STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN).

STORM LATERALS
A. STORM UNDERDRAIN AND LATERAL SHALL BE PROVIDED TO EACH LOT AT A MINIMUM 1/4" PER FOOT SLOPE.

DRAIN TILE:
6" PERFORATED FABRIC WRAPPED NDS-100 DRAIN TILE
MINIMUM BURY DEPTH 6" BELOW TOPSOIL, AVERAGE 3FT.
SEE SURFACE DISCHARGE FOR RIPRAP DETAIL FOR ALL DISCHARGE LOCATIONS OF DRAIN TILE.
CONNECT TO STORM SEWER IN LOCATIONS SHOWN

CLIENT

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VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

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DATE 01/10/2020

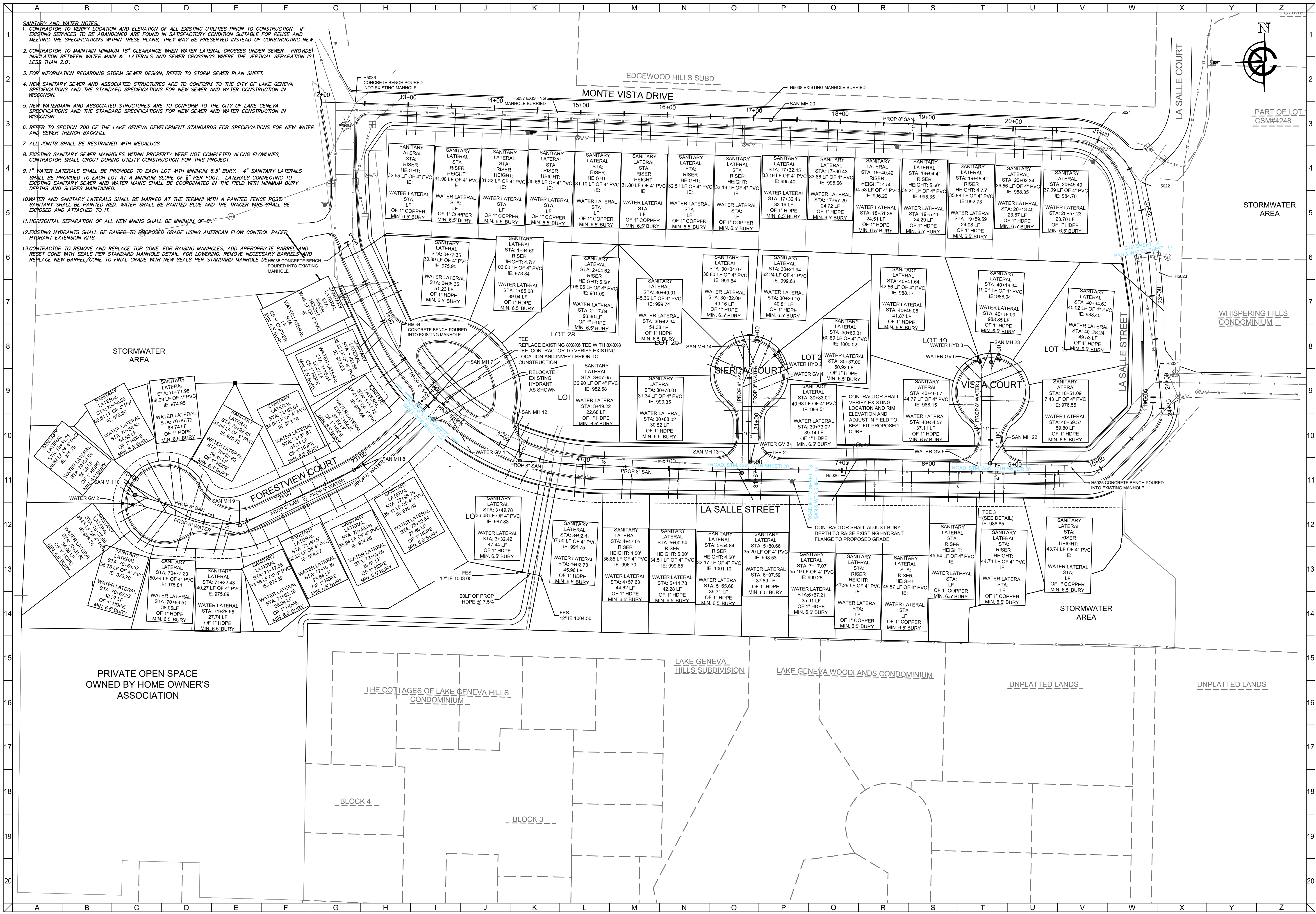
PROJECT MGR RYAN CARDINAL, PE

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DESIGNED BY JNL

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LAKE GENEVA, WI

SANITARY SEWER
AND WATER PLAN

ENGINEERING

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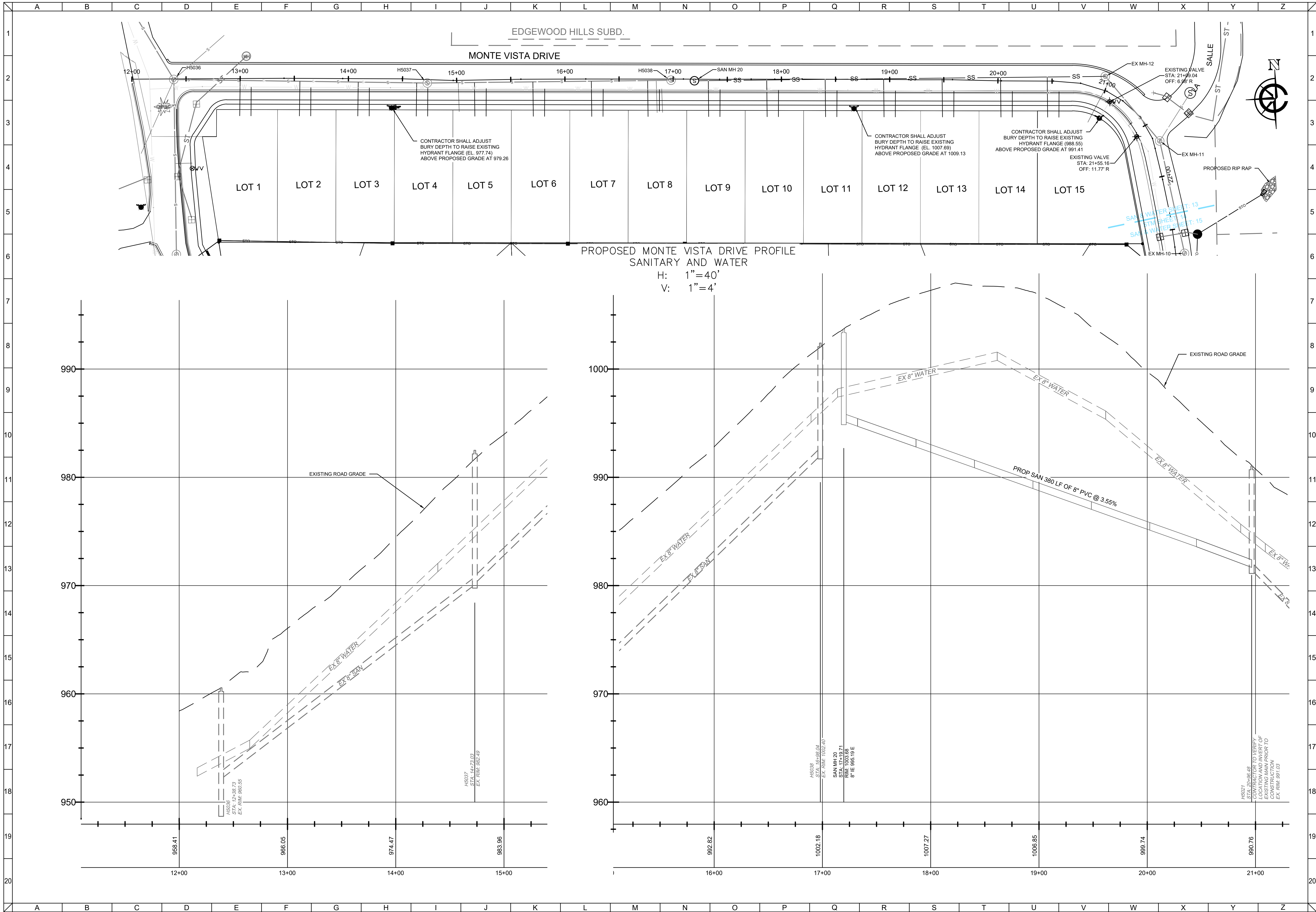
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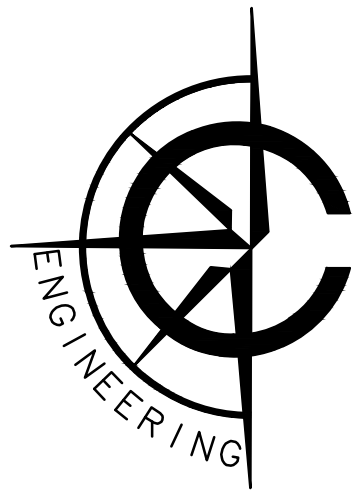
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LAKE GENEVA, WI

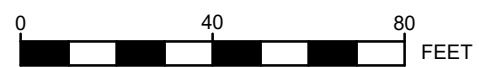
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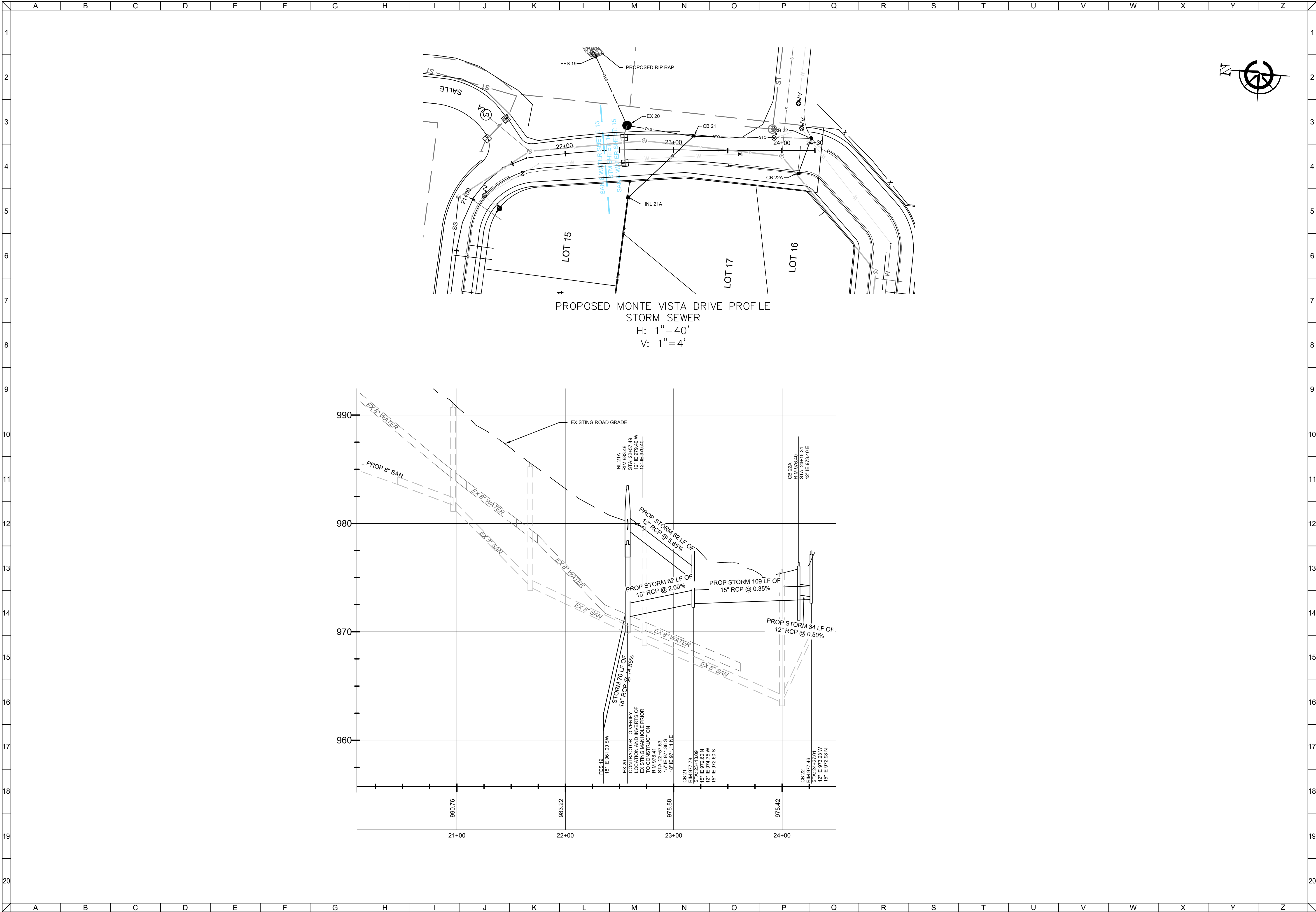
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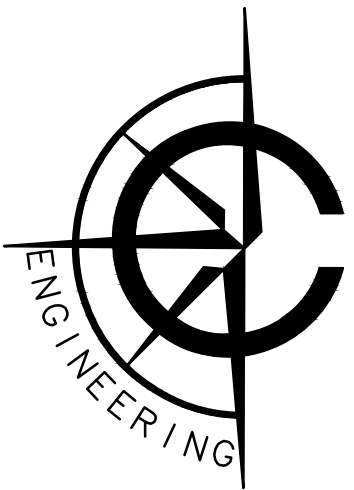
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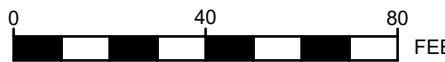
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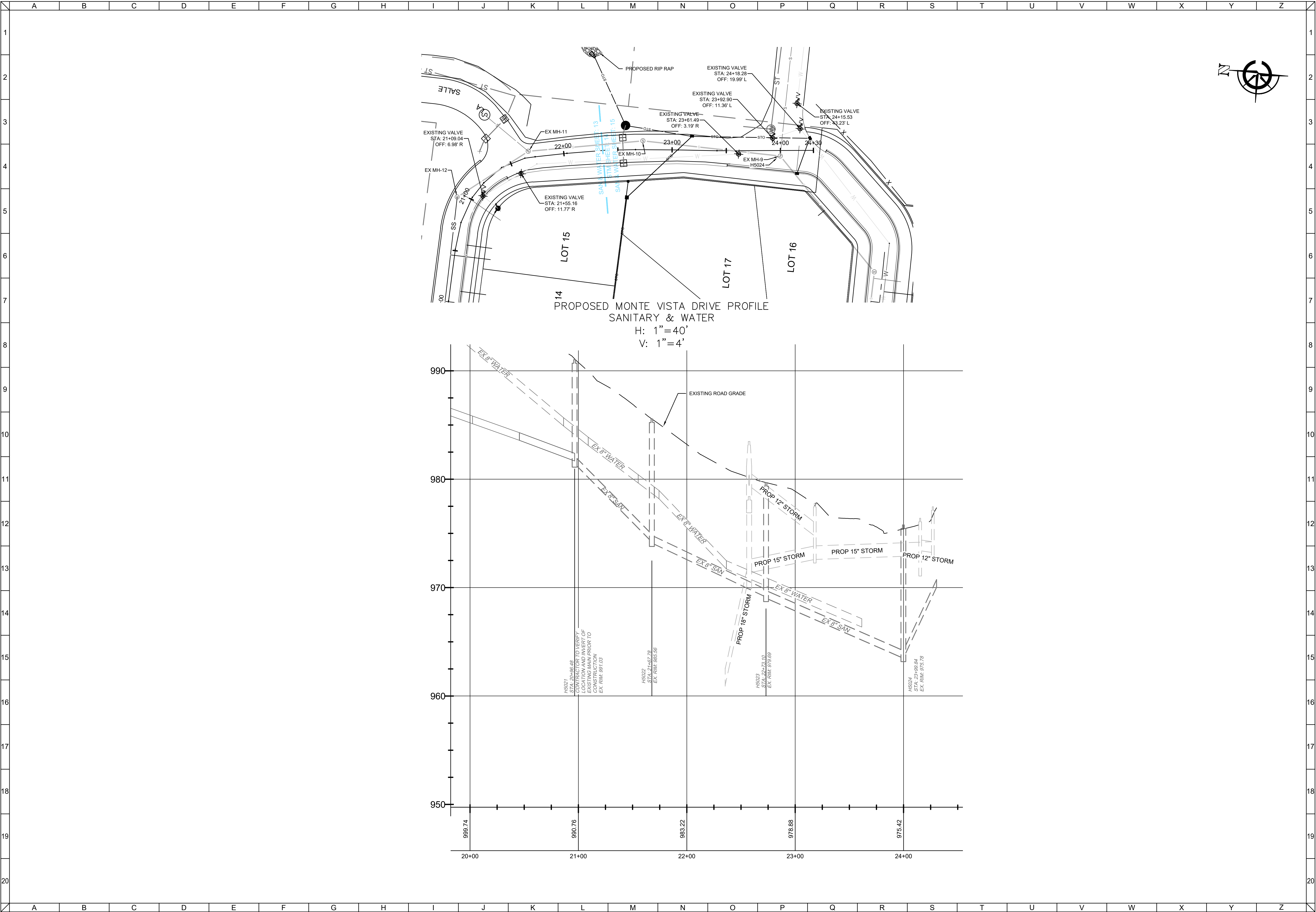
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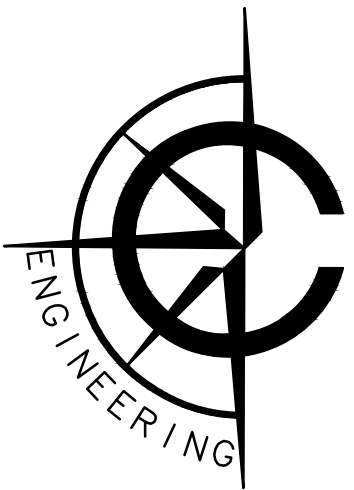
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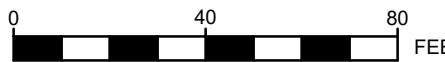
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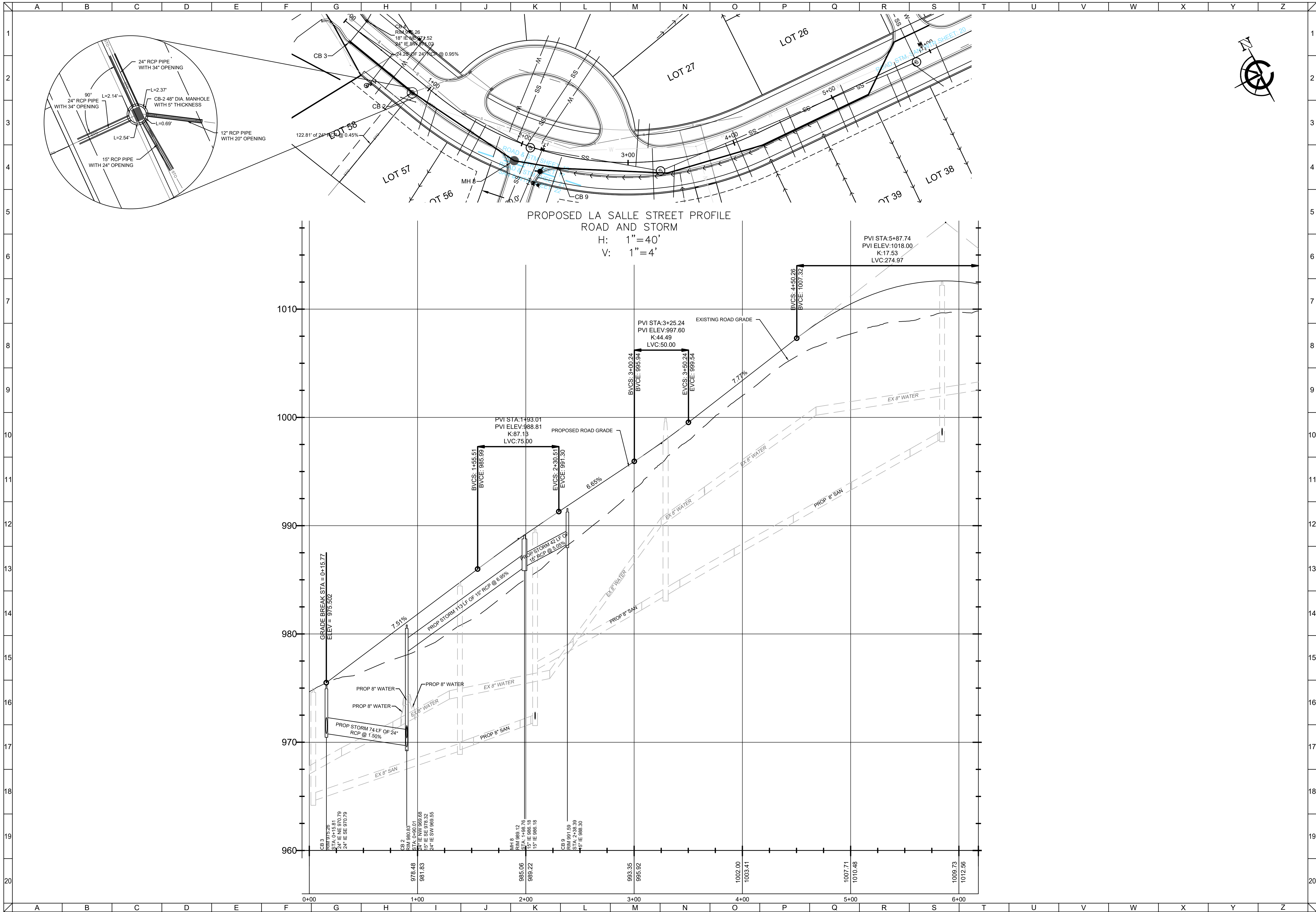
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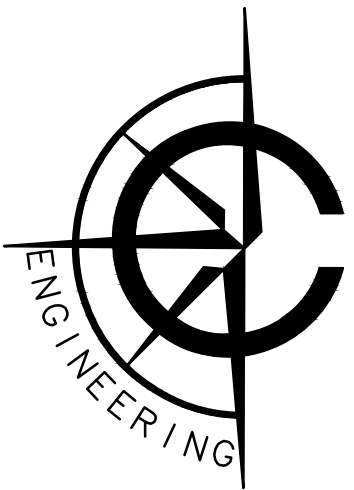
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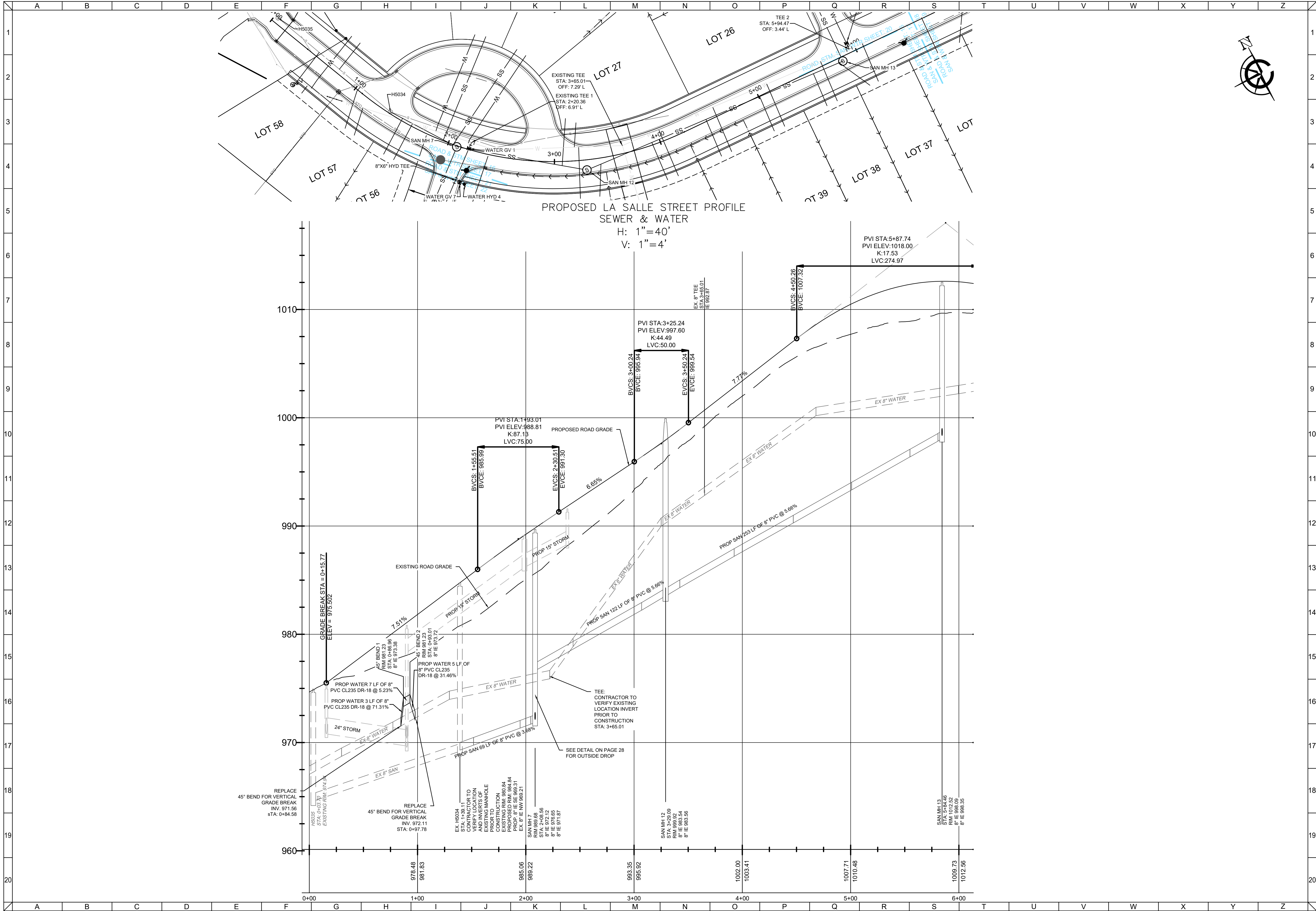
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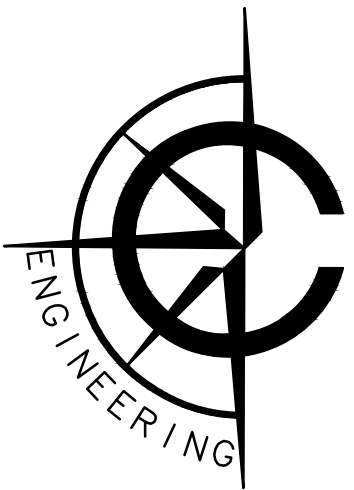
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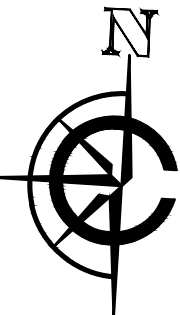


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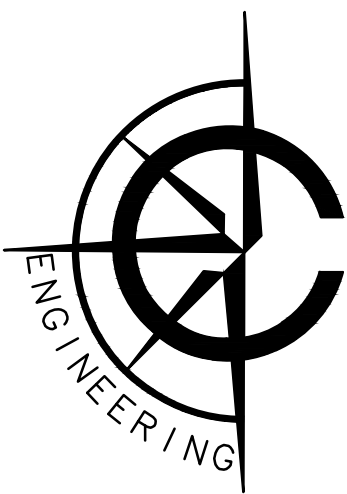
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LAKE GENEVA, WI

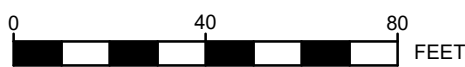
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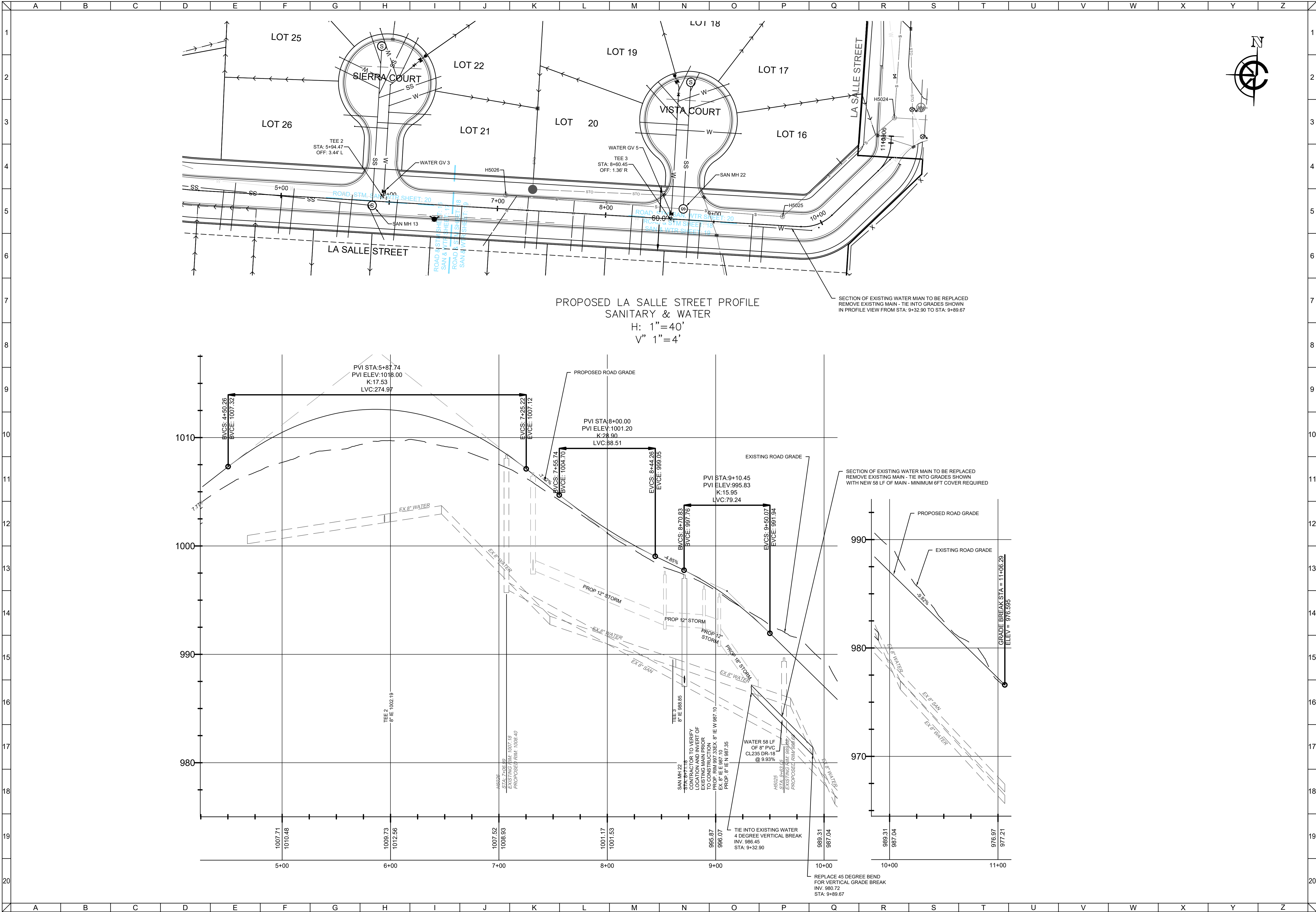
PROJECT MGR RYAN CARDINAL PE

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18 OF 29



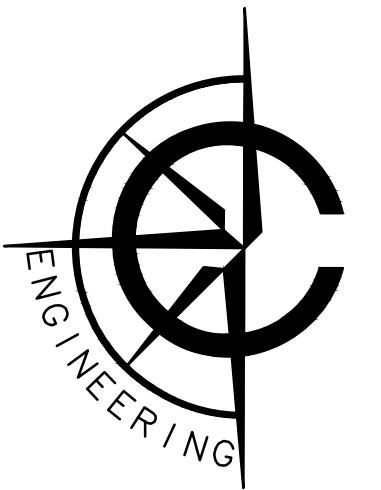
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LAKE GENEVA, WI

PLAN AND PROFILE

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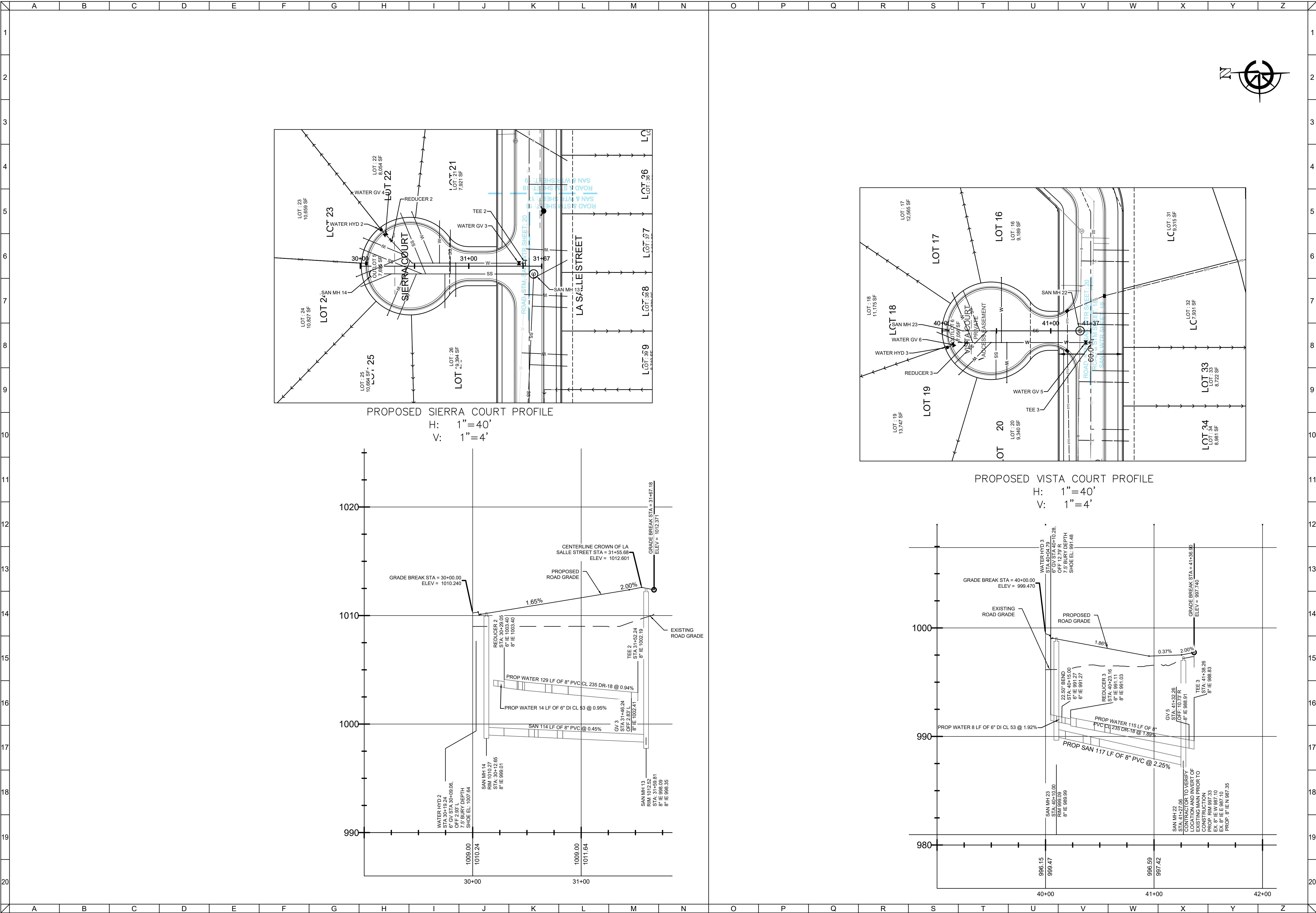
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19 OF 29



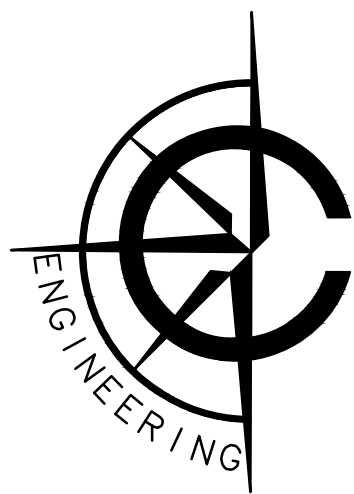
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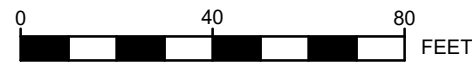
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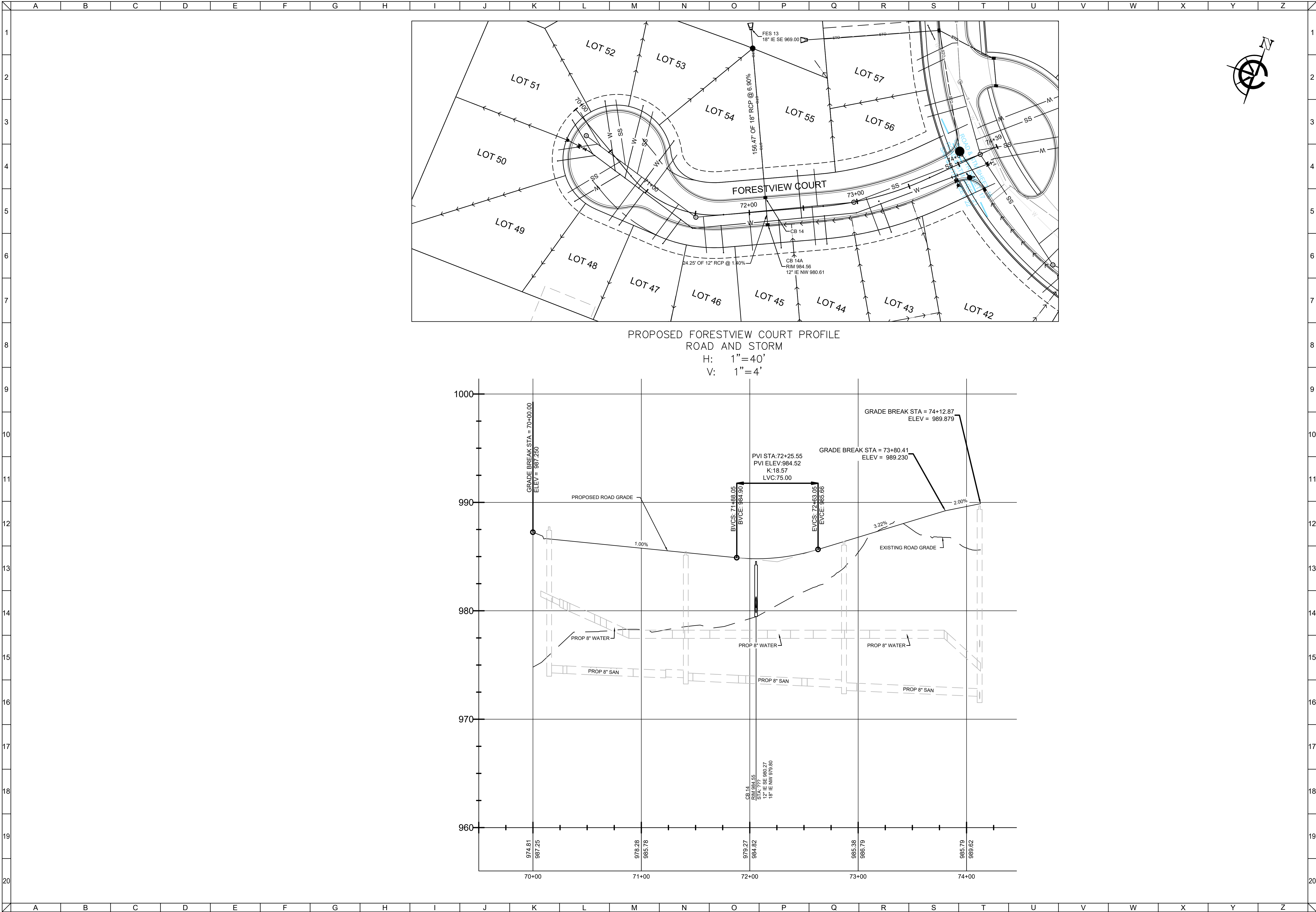
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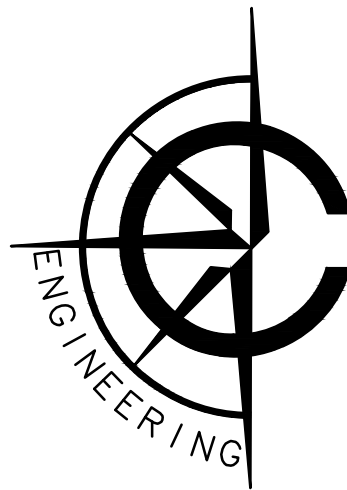
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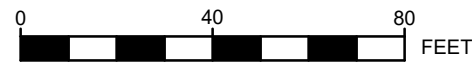
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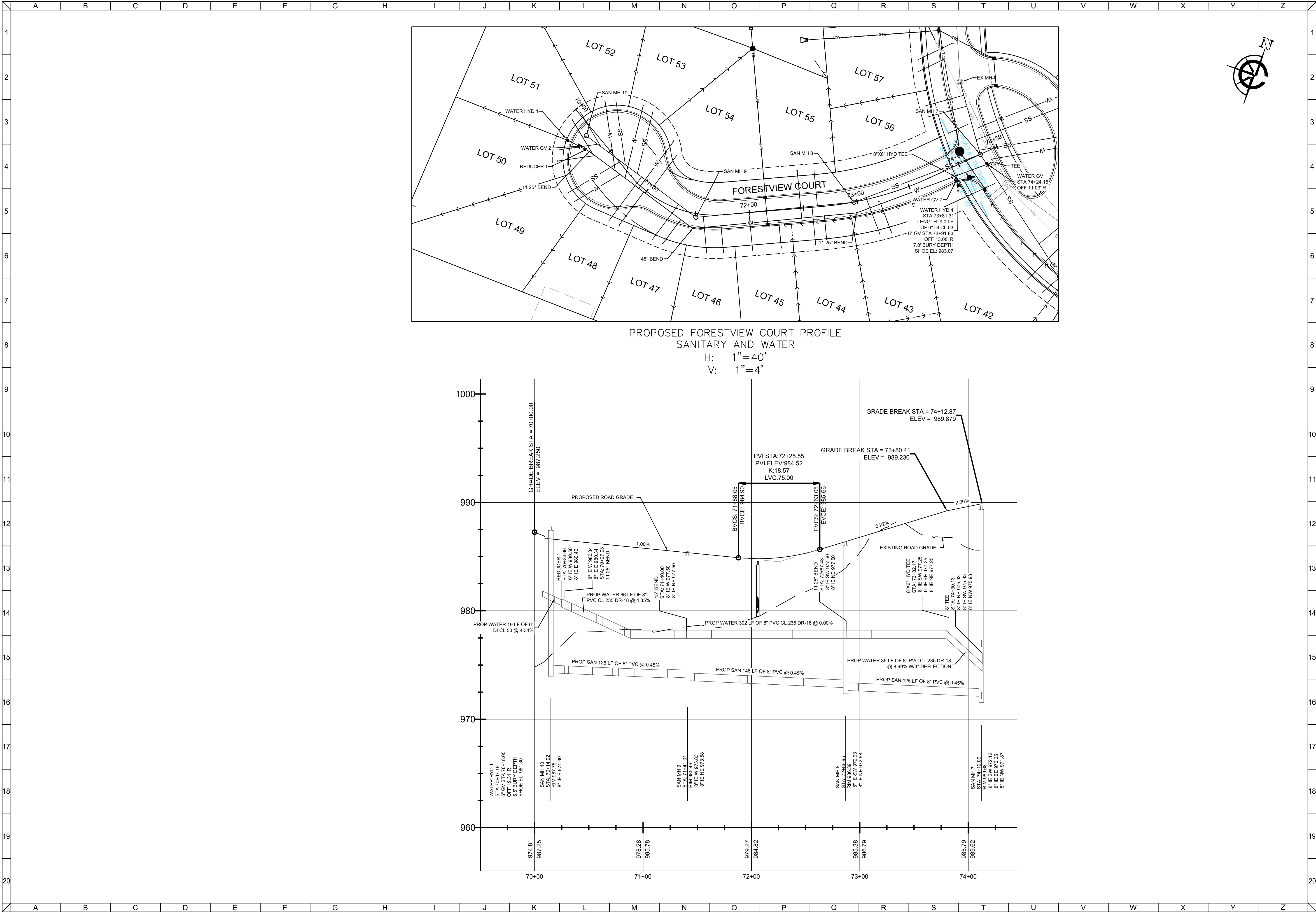
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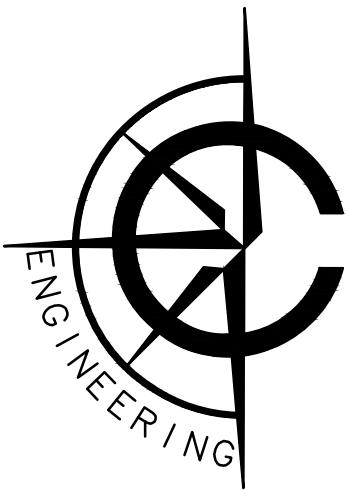
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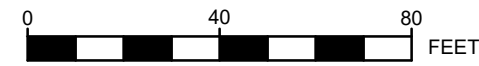
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NO.	REVISION DESCRIPTION	REV DATE
1	CITY REVIEW	07/12/2020
2	CITY REVIEW	06/19/2020
3	CITY REVIEW	06/05/2020
4	CITY REVIEW	04/01/2020

SHEET NUMBER



- NOTES:**

A. TRACKING PAD:

1. TRACKING PAD TO CONFORM TO WDNR CONSERVATION PRACTICE STANDARD 1057.
2. THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
3. THE AGGREGATE FOR TRACKING PADS SHALL BE 3"-6" CLEAR OR WASHED STONE. ALL MATERIAL SHALL BE RETAINED ON A 3-INCH SIEVE.
4. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE, OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.
5. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM OF 50 FEET LONG.
6. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM THE TRACKING PADS BY CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, OR OTHER SIMILAR PRACTICES.

B. MAINTENANCE

1. ROCKS LODGED BETWEEN THE TIRES IF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.
2. TRACKING PADS AND TIRE WASHING STATIONS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
3. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
4. A MINIMUM 12-INCH THICK PAD SHALL BE MAINTAINED.

STONE TRACKING PAD DETAIL



- NOTES:**
1. MAT SHALL BE INSTALLED ON ANY EROSION CONTROL MATS, INCLUDING ALL ROCKS, DIRT CLODS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL. THE MAT SHALL BE REMOVED.
 2. EROSION CONTROL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 628 OF THE WISCONSIN DOT SPECIFICATIONS, AND THE NCHRP STANDARD 1052 (NON CHANNEL APPLICATIONS), DNR TECHNICAL STANDARD 1053 (CHANNEL APPLICATIONS), AND LATEST MANUFACTURER SPECIFICATIONS, ESPECIALLY NOTING REQUIREMENTS FOR STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS.
 3. INSTALLATION PROCEDURES MUST INSURE THAT THE MATTING IS ANCHORED PER MANUFACTURER REQUIREMENTS.
 4. THE MATTING SHALL BE ANCHORED PER MANUFACTURER REQUIREMENTS.
 5. THE MATTING SHALL BE ANCHORED TO THE GROUND PER MANUFACTURER REQUIREMENTS.
 6. TEMPORARY EROSION CONTROL MATTING SHALL BE WISDOT PL. CLASS I, TYPE B AND PERMANENT EROSION CONTROL MATTING SHALL BE WISDOT PL. CLASS I, TYPE A.
 7. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL. Bare spots and areas where the MATTING MUST BE REMOVED, IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
 8. FOR CHANNEL APPLICATIONS, EXTEND MAT UPSLOPE ONE-FOOT MINIMUM VERTICALLY FROM DITCH BOTTOM OR SLOPE LINE TO HIGHER THAN DESIGN FLOW, WHICHEVER IS GREATER.

EROSION CONTROL MATTING DETAIL

NOTE: INSTALL ON ALL SLOPES OF 4:1 OR GREATER



1. SILT FENCE INSTALLATION AND MATERIALS SHALL CONFORM TO WDNR CONSERVATION STANDARD 1056
2. SILT FENCE SHALL BE PLACED ON THE CONTOUR AND NOT PERPENDICULAR TO THE CONTOUR. THE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
3. WHEN SILT FENCE IS INSTALLED ON A SLOPE, THE PARALLEL SPACING SHALL NOT EXCEED THE REQUIREMENTS IN THE TABLE BELOW:

- INSTALLED SILT FENCE SHALL BE MINIMUM 14 INCHES HIGH AND A MAXIMUM OF 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
5. A MINIMUM OF 20 INCHES OF THE POST SHALL EXTEND INTO THE GROUND AFTER INSTALLATION.
6. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4-INCH-TRENCH WIDE BY SIX FEET DEEP TRENCH OR 6-INCH V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED WIDER THAN NECESSARY FOR PROPER INSTALLATION.
7. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:
 - A) TWIST METHOD--OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES.
 - B) HOOK METHOD--HOOK THE END OF EACH SILT FENCE LENGTH.
8. SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EACH PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
9. DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
10. SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE HALF THE HEIGHT OF THE FENCE.
11. SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND IS NO LONGER SUSCEPTIBLE TO EROSION.

SILT FENCE DETAIL



1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.



- ① FABRIC SIZE SHALL BE 8" (MIN) GREATER ON ALL SIDES OF THE INLET COVER TO PROVIDE A HAND HOLD WHEN MAINTENANCE OR REMOVAL IS REQUIRED.
- ② FOR INLET PROTECTION, TYPE C, WITH A CURB BOX, AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX.

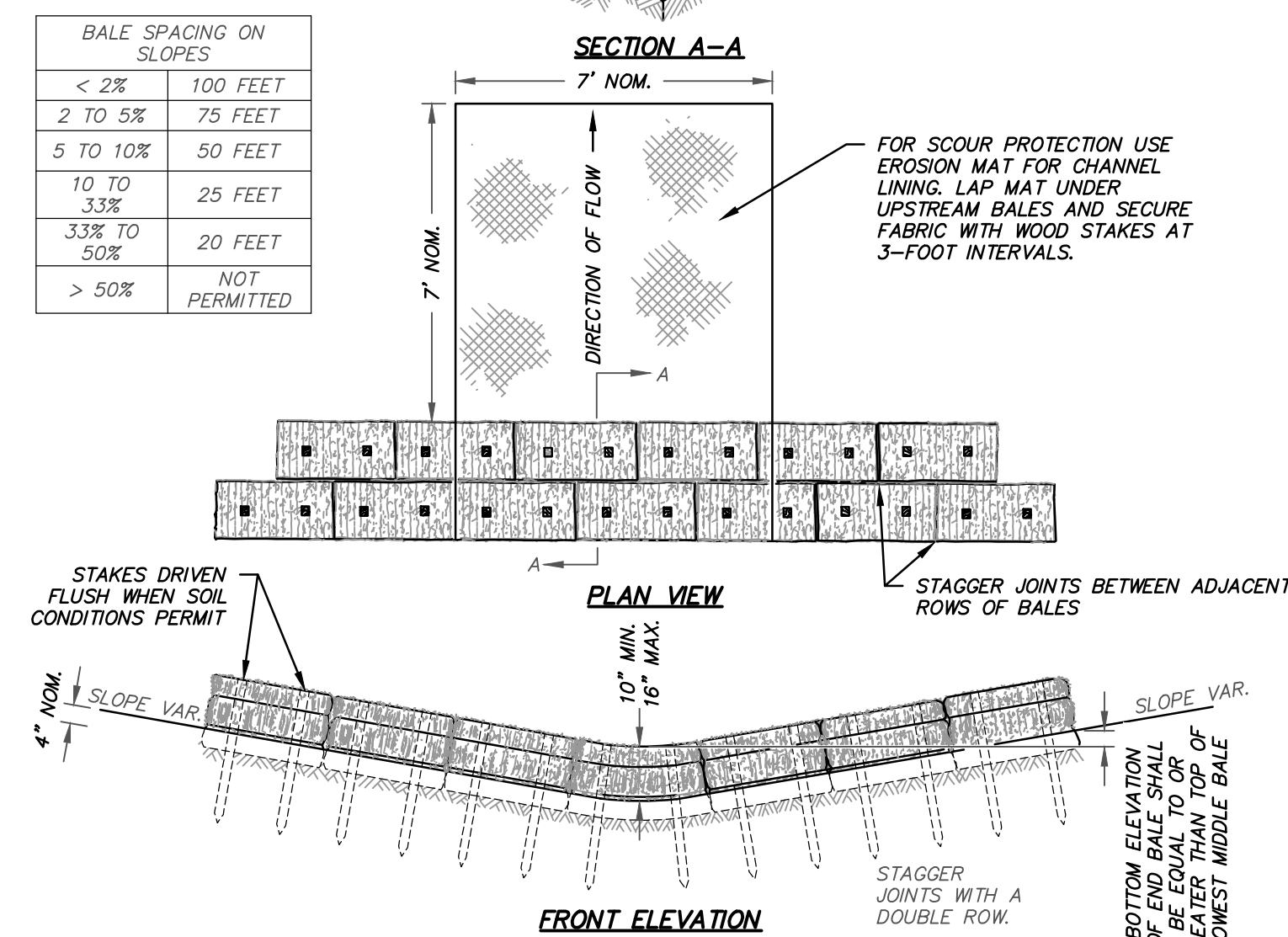


GENERAL NOTES:

FABRIC SHALL BE REPLACED AT THE ENGINEERS DISCRETION.

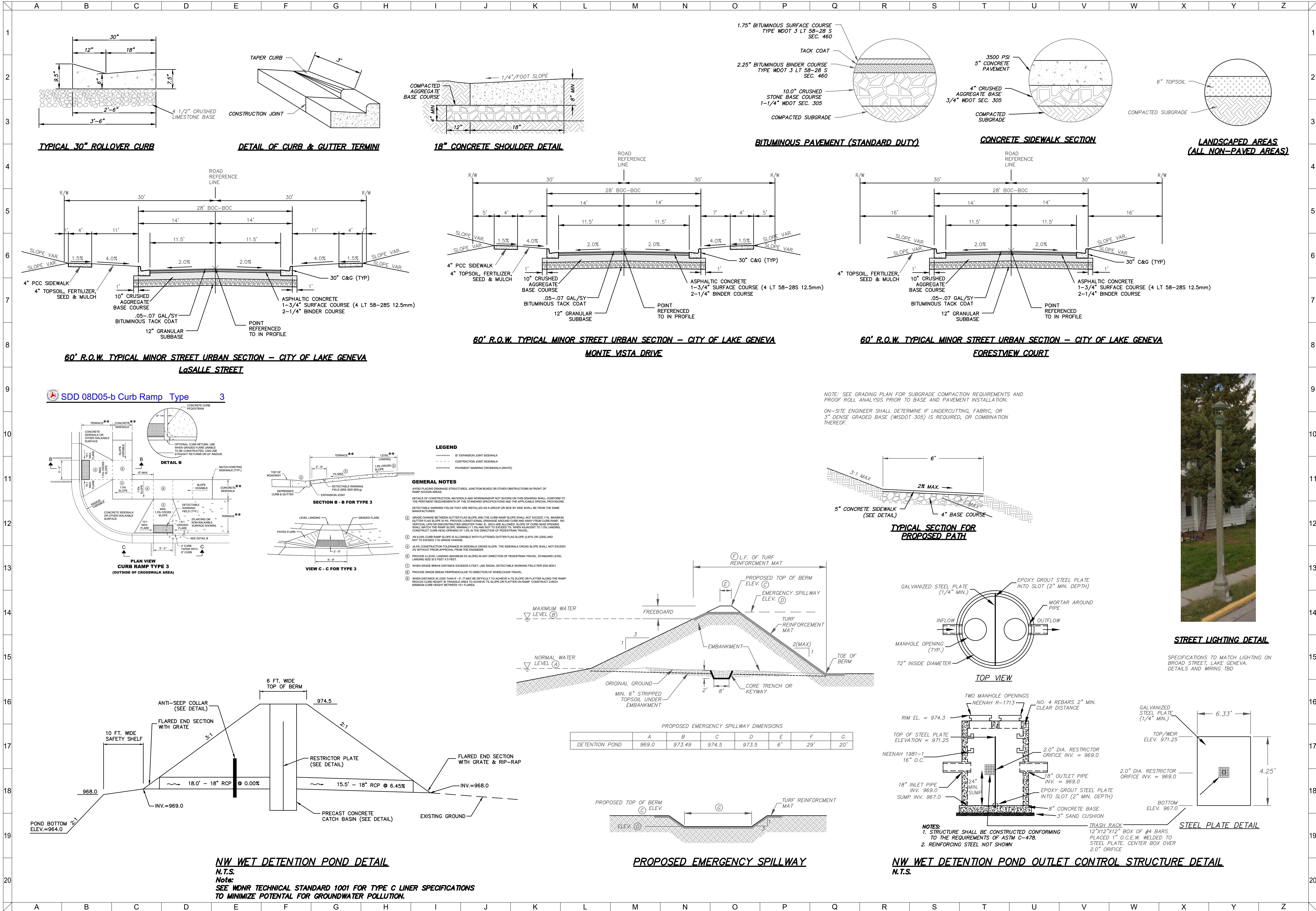
MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE
DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE
SUBSTITUTED FOR THE INLET PROTECTION TYPE SPECIFIED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.



TEMPORARY DITCH CHECK USING EROSION BALES

- TEMPORARY DITCH CHECK USING EROSION BALES**
- NOTES:**
1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION AND WDMR TECHNICAL STANDARD 10B2.
 2. TEMPORARY DITCH CHECKS OF A SINGLE ROW OF EROSION BALES ARE NOT PERMITTED.
 3. SEDIMENT BALE BARRIERS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
 4. DAMAGED OR DECOMPOSED SEDIMENT BALE BARRIERS, AND UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF THE SEDIMENT BALE BARRIERS SHALL BE REPAIRED.
 5. SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE-HALF THE HEIGHT OF THE SEDIMENT BALE BARRIER.
 6. SEDIMENT BALE BARRIERS AND ANCHORING DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
 7. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
 8. EFFECTIVENESS OF BALES IS LESS THAN 3 MONTHS.



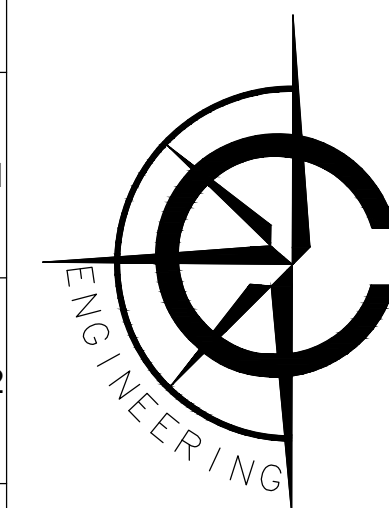
CLIENT

OMEGA HOMES-
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

SITE DETAILS

GDP/PIP SUBMITTAL



CARDINAL ENGINEERING LLC
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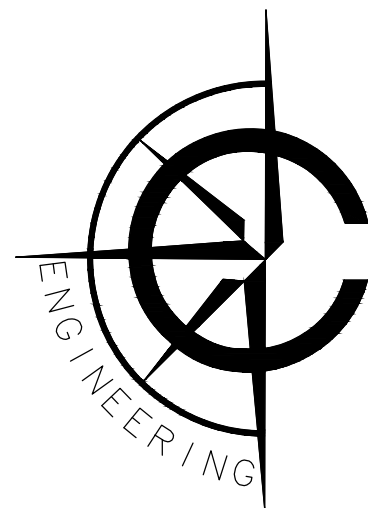
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OMEGA HOMES—
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

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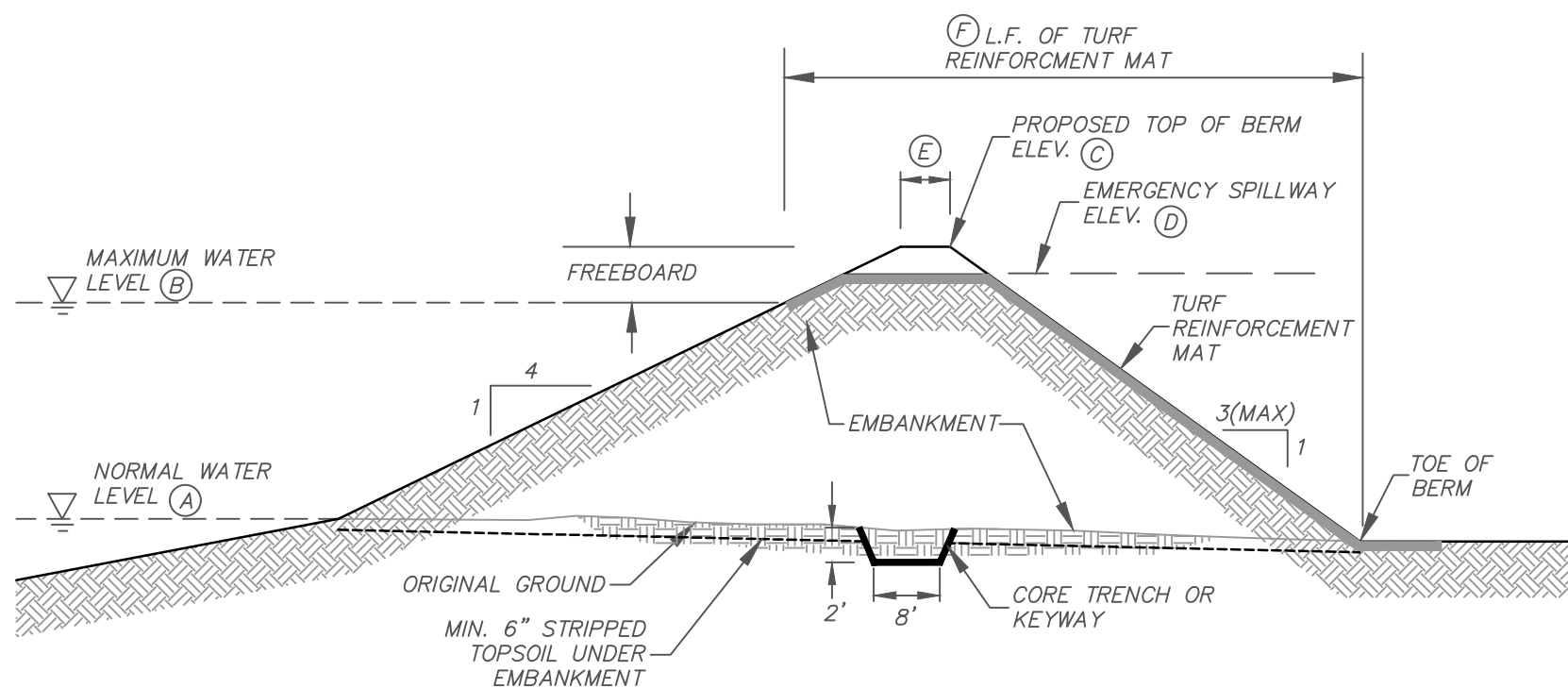
201 BROAD STREET, SUITE B
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NO.	REVISION DESCRIPTION	REV DATE
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020
3	CITY REVIEW	04/01/2020

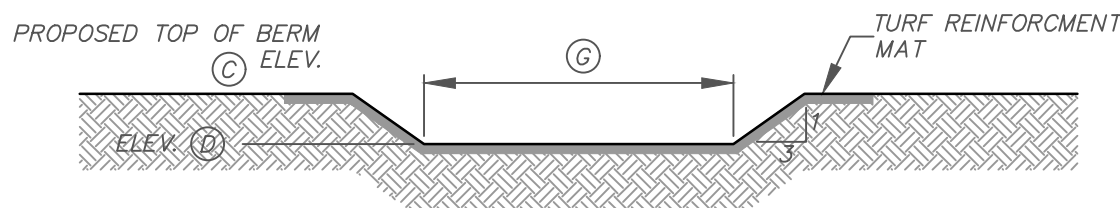
SCALE	NTS
PROJECT NUMBER	1701345
DATE	01/10/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

SHEET NUMBER

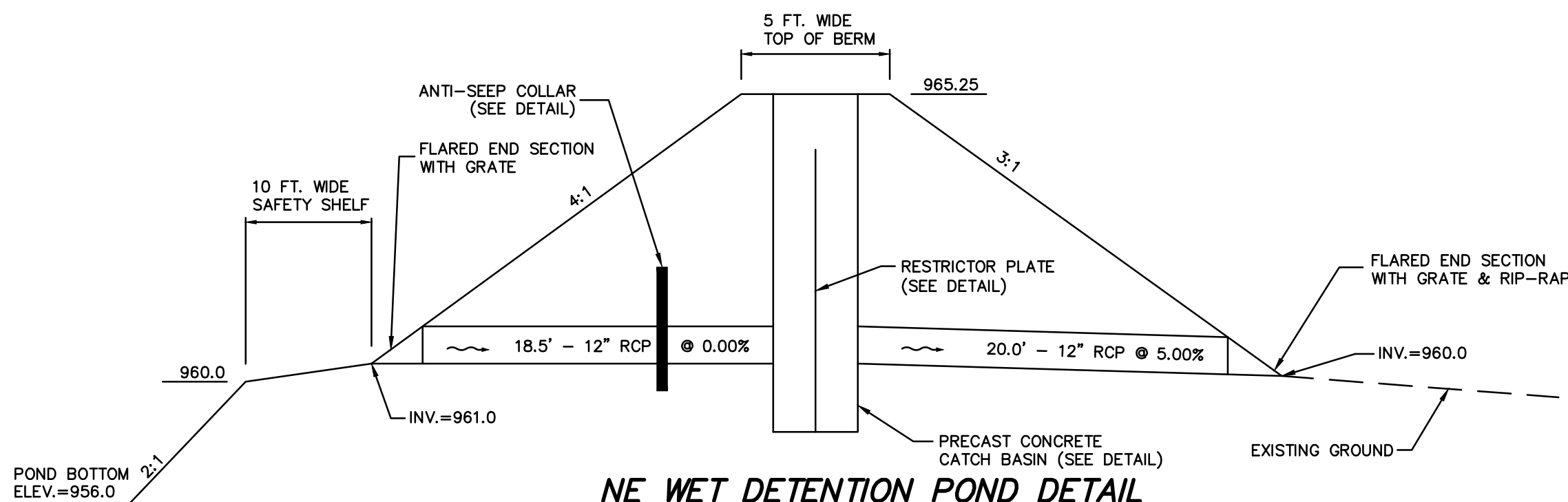
25 OF 29



PROPOSED EMERGENCY SPILLWAY DIMENSIONS							
DETENTION POND	A	B	C	D	E	F	G
	961.0	964.2	965.25	964.25	5'	43'	20'



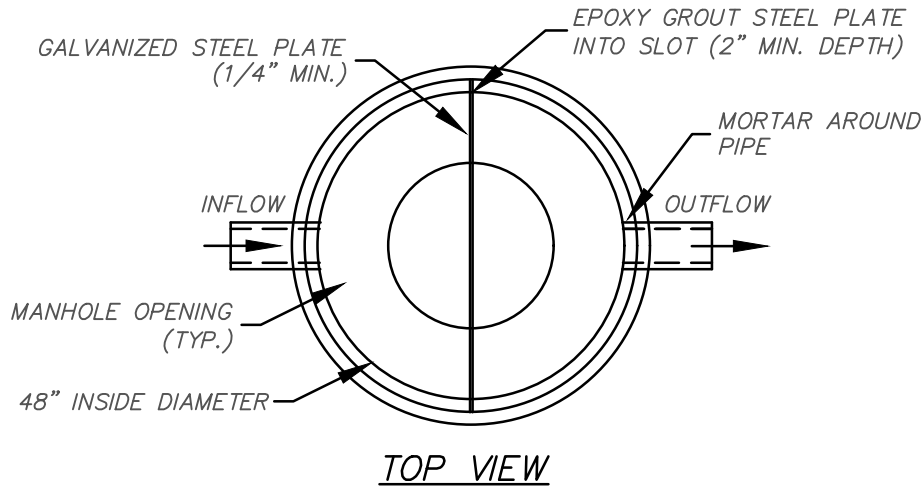
PROPOSED EMERGENCY SPILLWAY



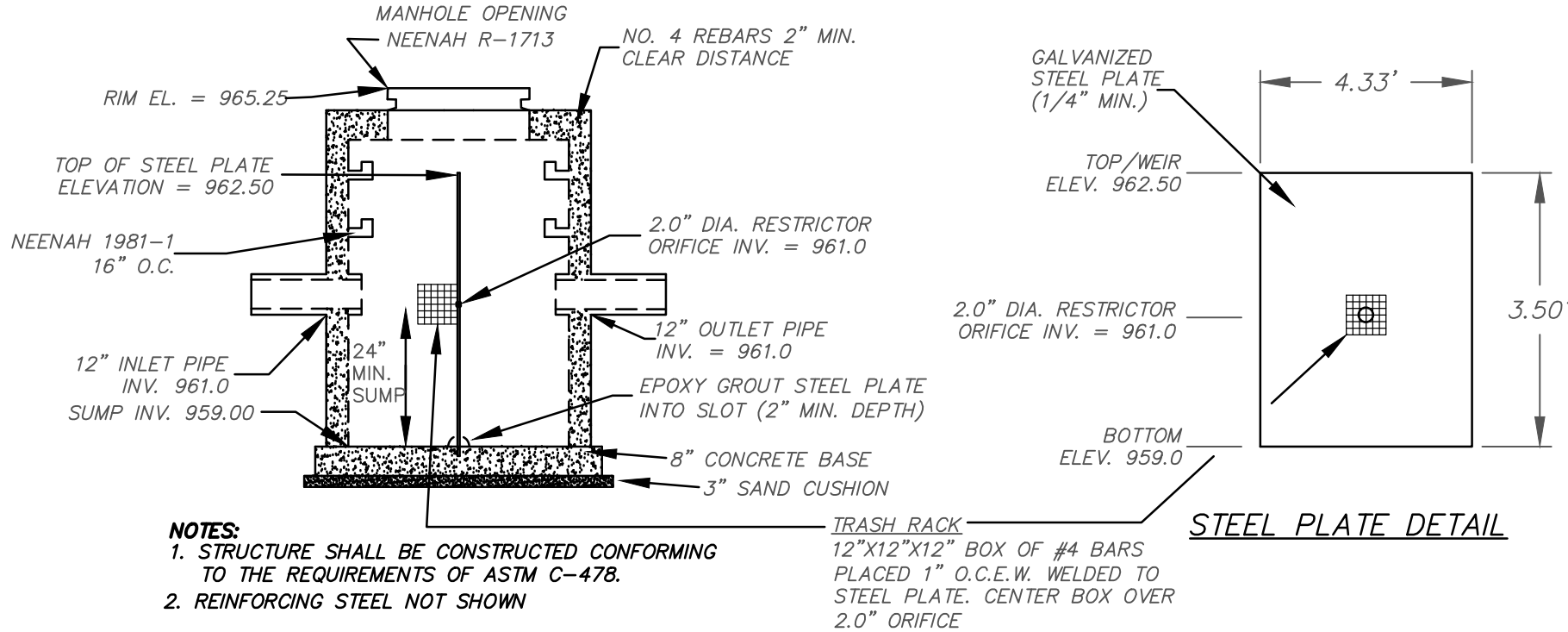
NE WET DETENTION POND DETAIL

N.T.S.

Note:
SEE WDNR TECHNICAL STANDARD 1001 FOR TYPE C LINER SPECIFICATIONS
TO MINIMIZE POTENTIAL FOR GROUNDWATER POLLUTION.

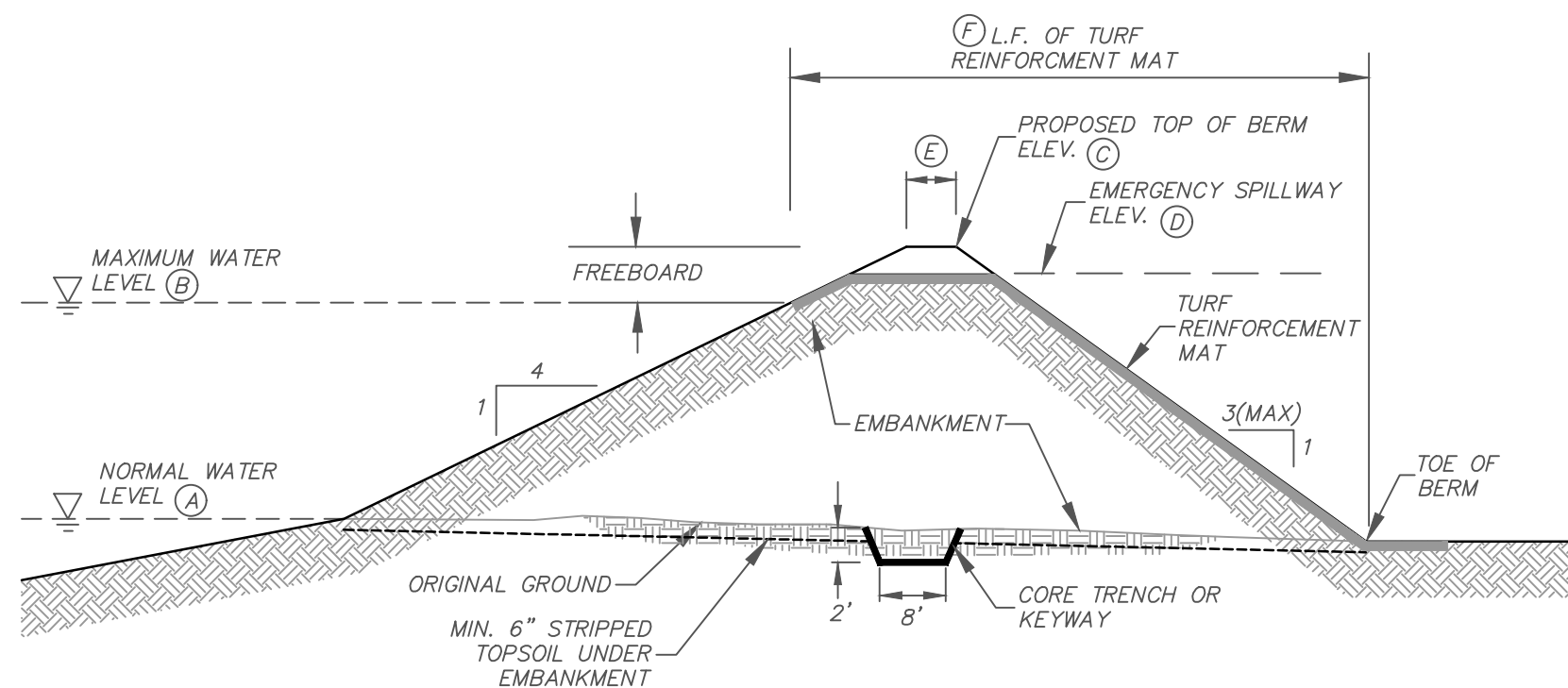


TOP VIEW

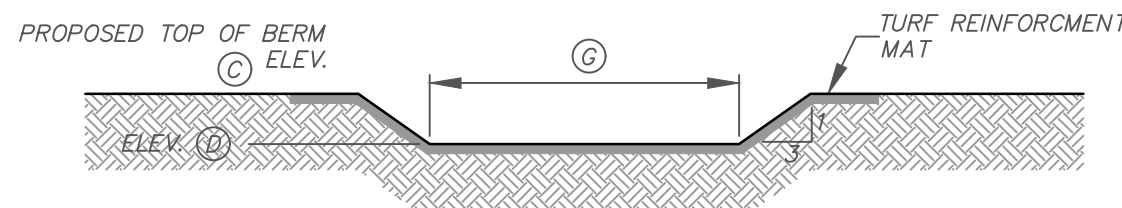


NE WET DETENTION POND OUTLET CONTROL STRUCTURE DETAIL

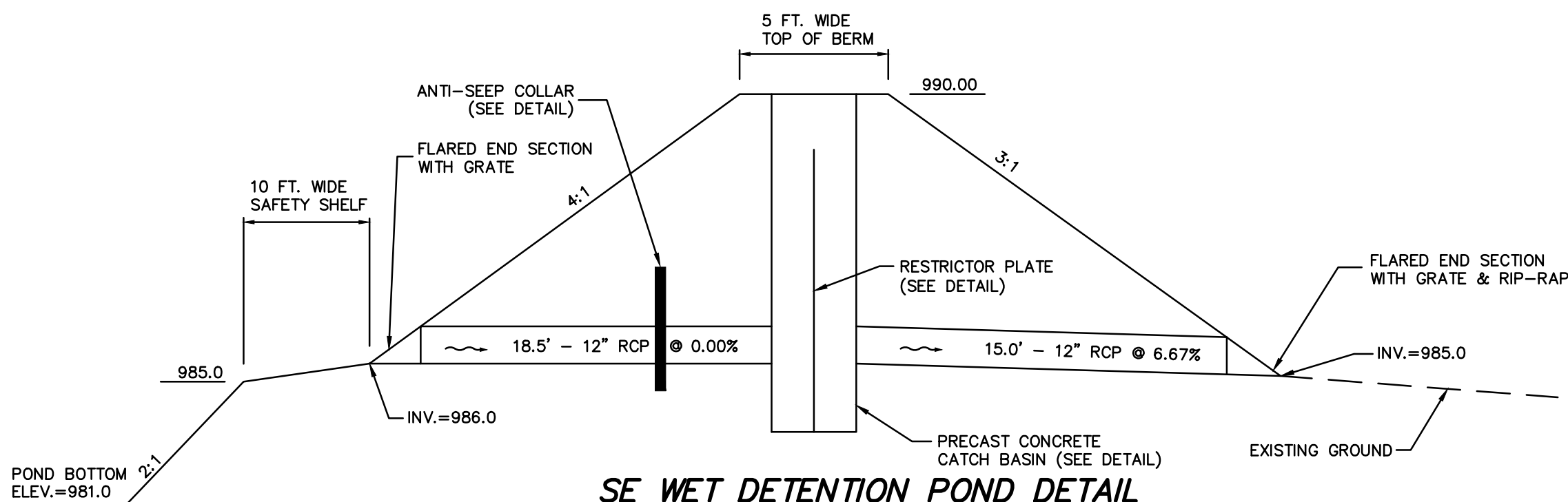
N.T.S.



PROPOSED EMERGENCY SPILLWAY DIMENSIONS							
DETENTION POND	A	B	C	D	E	F	G
	986.0	988.68	990.00	989.00	5'	24'	20'



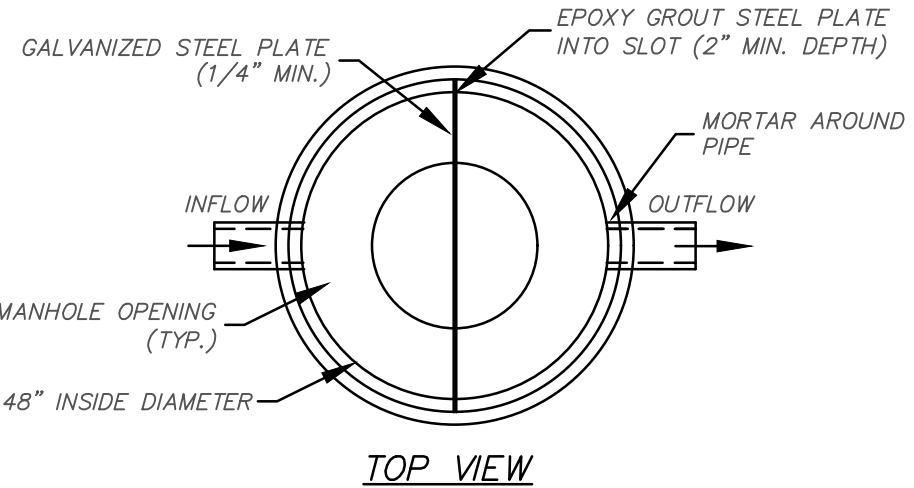
PROPOSED EMERGENCY SPILLWAY



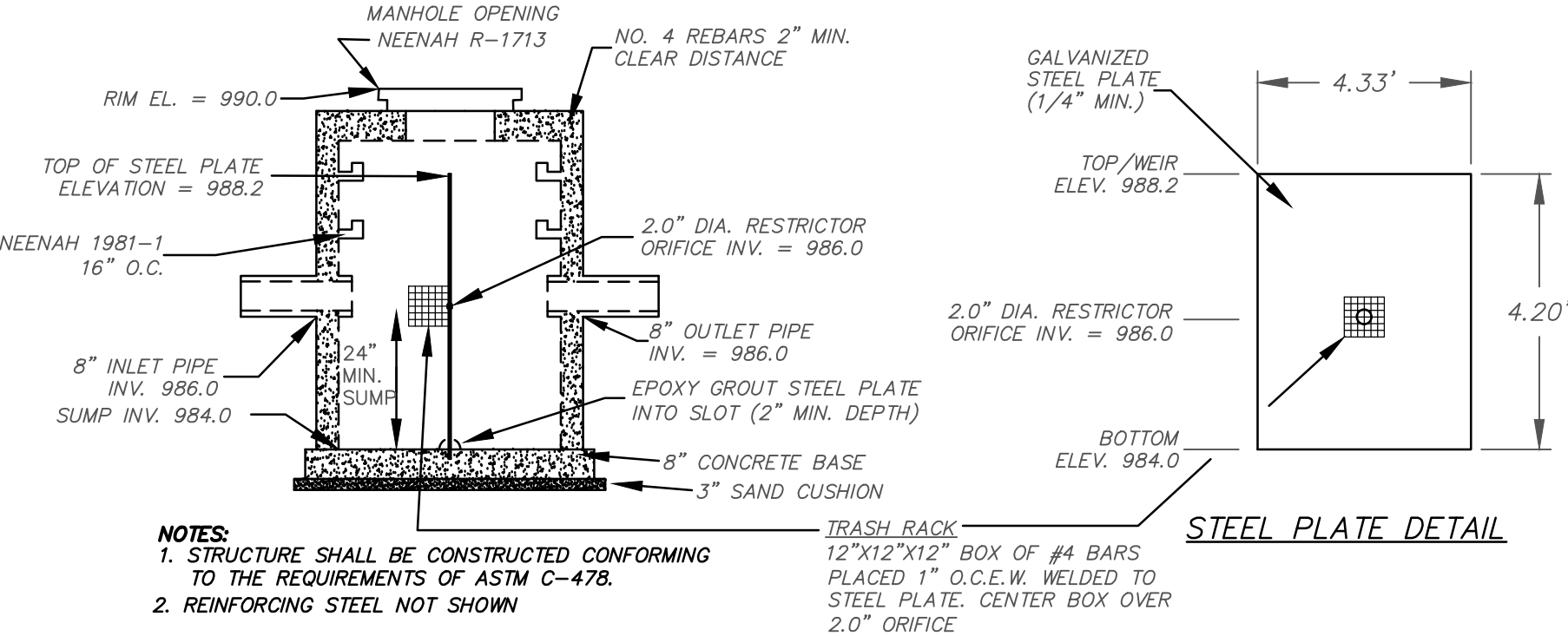
SE WET DETENTION POND DETAIL

N.T.S.

Note:
SEE WDNR TECHNICAL STANDARD 1001 FOR TYPE C LINER SPECIFICATIONS
TO MINIMIZE POTENTIAL FOR GROUNDWATER POLLUTION.

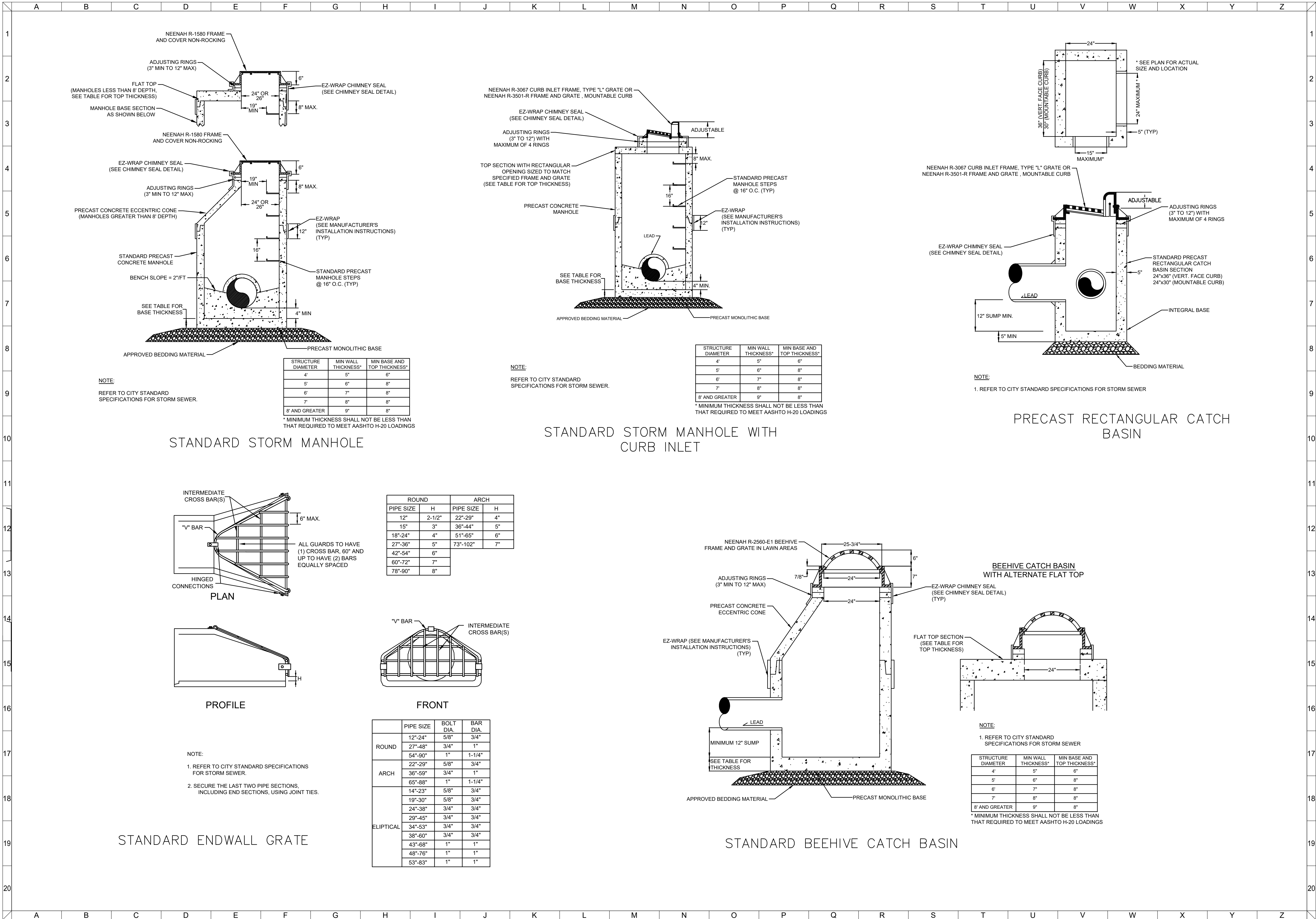


TOP VIEW



SE WET DETENTION POND OUTLET CONTROL STRUCTURE DETAIL

N.T.S.



CLIENT

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

STORMWATER DETAILS

CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

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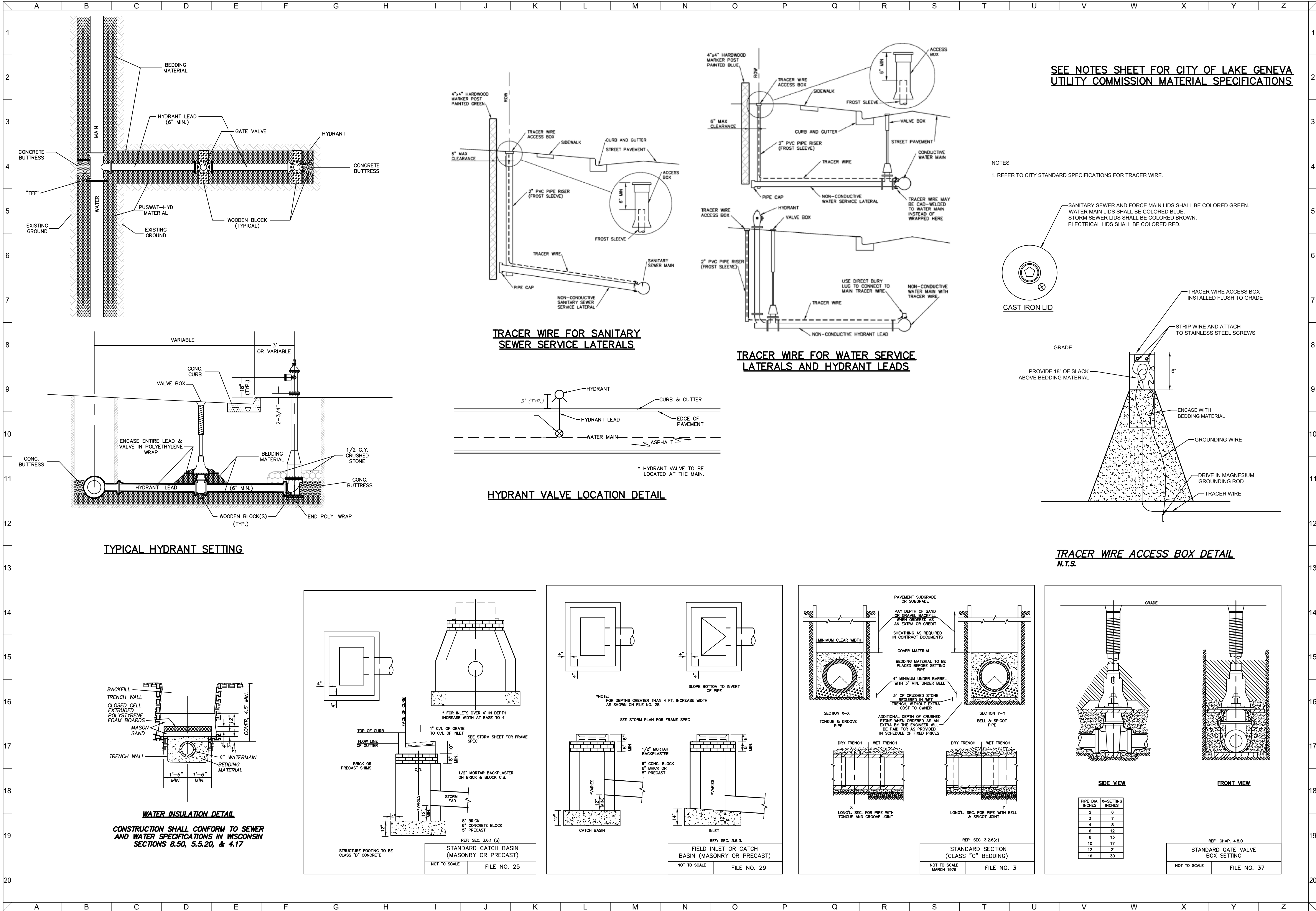
NO.	REVISION DESCRIPTION	REV DATE
6	CITY REVIEW	07/12/2020
5	CITY REVIEW	06/19/2020
4	CITY REVIEW	06/05/2020
3	CITY REVIEW	04/01/2020

SCALE

PROJECT NUMBER	1701345
DATE	02/28/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	BDP
DESIGNED BY	JNL

SHEET NUMBER

26 OF 29



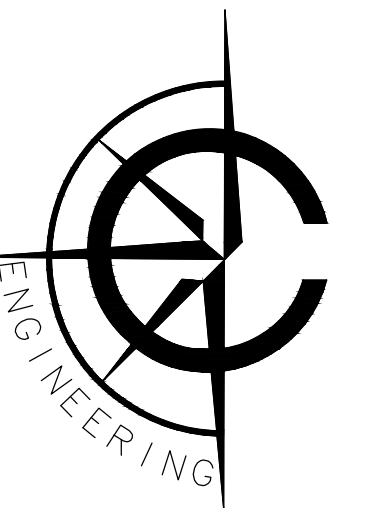
CLIENT

OMEGA HOMES-
VISTAS, LLC

VISTAS OF LAKE GENEVA
LAKE GENEVA, WI

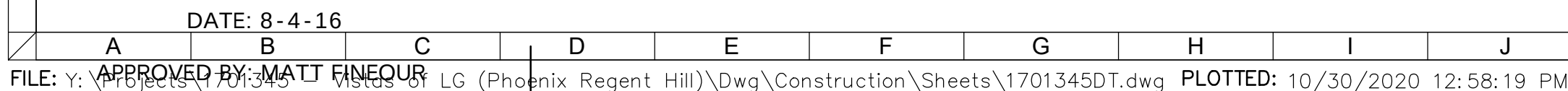
UTILITY DETAILS

GDP/PIP SUBMITTAL



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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	CONSTRUCTION NOTES														EROSION CONTROL NOTES											
1	1. THE LANDOWNER OR THEIR AUTHORIZED AGENT SHALL KEEP APPROVED PLAN AND EROSION CONTROL INSPECTION RECORDS ONSITE AT ALL TIMES UNTIL THE SITE IS STABILIZED AND NOTICE OF TERMINATION FILED.														THE FOLLOWING EROSION CONTROL SPECIFICATIONS SHALL BE FOLLOWED FOR THIS PROJECT.											
	2. CHANGES TO THIS PLAN MUST BE APPROVED BY CITY OF LAKE GENEVA AND ENGINEER, PRIOR TO IMPLEMENTATION.														1. THESE BEST MANAGEMENT PRACTICES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.											
2	3. AT A MINIMUM, CONSTRUCTION SITE EROSION CONTROL INSPECTIONS SHALL BE CONDUCTED WEEKLY, AND WITHIN 24 HOURS OF AFTER A PRECIPITATION EVENT OF 0.5 INCH OR GREATER. A PRECIPITATION EVENT MAY BE CONSIDERED TO BE THE TOTAL AMOUNT OF PRECIPITATION IN ANY CONTINUOUS 24-HOUR PERIOD. CONTINUE THROUGH STABILIZATION.														1.1. SILT FENCE: SEE TECHNICAL STANDARD 1056 FOR FURTHER GUIDANCE.											
	4. MAINTAIN INSPECTION RECORDS WITH FORM 3400-017, CURRENT REVISION, OR DOCUMENT WITH EQUIVALENT INFORMATION AS PER NR 216.48(4)(c). RECORDS SHALL BE KEPT ONSITE AND AVAILABLE UPON REQUEST.														1.1.A. SILT FENCE SHALL BE PLACED ON THE CONTOUR, NOT PERPENDICULAR TO THE CONTOUR.											
3	5. ALL EQUIPMENT USED FOR THE PROJECT SHALL BE DE-CONTAMINATED FOR INVASIVE AND EXOTIC VIRUSES AND SPECIES PRIOR TO AND AFTER USE. FOLLOW MOST RECENT DEPARTMENT APPROVED WASHING AND DISINFECTION PROTOCOLS AND DEPARTMENT APPROVED BEST MANAGEMENT PRACTICES.														1.1.B. THE ENDS OF THE FENCE SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.											
	6. WHEN POSSIBLE, PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.														1.1.C. INSTALLED SILT FENCE SHALL BE MINIMUM 14 INCHES HIGH AND SHALL NOT EXCEED 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.											
4	7. IN THE EVENT DEWATERING BECOMES NECESSARY, NOTIFY ENGINEER IMMEDIATELY, AND OBTAIN APPROPRIATE PERMITS PRIOR TO CONTINUING WORK.														1.1.D. SILT FENCES SHALL BE SUPPORTED BY WOOD SUPPORTS. FOR STEEL SUPPORTS, SEE FURTHER GUIDANCE IN WDNR TECHNICAL STANDARD 1056. THE FULL HEIGHT SHALL BE SUPPORTED BY 1-1/8" BY 1-1/8" AIR OR KILN DRIED POSTS OF HICKORY OR OAK.											
	8. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.														1.1.E. THE FABRIC SHALL BE STAPLED, USING AT LEAST 0.5-INCH STAPLES, TO THE UPSLOPE SIDE OF THE POSTS IN AT LEAST 3 PLACES. THE POSTS SHALL BE A MINIMUM 3 FEET LONG FOR 24-INCH SILT FENCE AND 4 FEET FOR 36-INCH SILT FENCE FABRIC.											
5	9. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.														1.1.F. THE SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4-INCH WIDE BY 6-INCH DEEP TRENCH, OR A S 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. THE TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED WIDER AND DEEPER THAN NECESSARY FOR PROPER INSTALLATION. ON THE TERMINAL ENDS OF SILT FENCE, THE FABRIC SHALL BE WRAPPED AROUND THE POST SUCH THAT THE STAPLES ARE NOT VISIBLE.											
	10. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE. MONITOR FOR ONE YEAR AFTER PROJECT COMPLETION. DURING MONITORING PERIOD, THE GRADING SITE SHALL BE INSPECTED REGULARLY, AND ANY AREAS REQUIRING ADDITIONAL STABILIZATION OR REVEGETATION SHALL BE ADDRESSED TO ENSURE FINAL STABILIZATION.														1.1.G. THE GEOTEXTILE FABRIC SHALL BE LISTED ON THE WISDOT PAL, OR AS DETAILED ON WDNR TECHNICAL STANDARD 1056.											
6	11. EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE AREAS THEY SERVE HAVE ESTABLISHED VEGETATIVE COVER, OR 70% GROWTH.														1.1.H. SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND NO LONGER SUSCEPTIBLE TO EROSION.											
	12. ONE YEAR AFTER PROJECT COMPLETION, A REPORT AND PHOTOGRAPHS SHALL BE SUBMITTED TO THE DEPARTMENT TO DEMONSTRATE THAT THE GRADING SITE IS STABILIZED. IF AFTER ONE YEAR, FINAL STABILIZATION HAS NOT BEEN ACHIEVED OR MAINTAINED, THE DEPARTMENT MAY REQUIRE THE LANDOWNER TO SUBMIT A REVISED VEGETATION PLAN TO THE DEPARTMENT, AND IMPLEMENT THE REVISED PLAN.														1.2. TRACKING PAD: SEE TECHNICAL STANDARD 1057 FOR FURTHER GUIDANCE											
7	13. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE CITY OF LAKE GENEVA. SEPARATE SWEEP MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.														1.2.A. THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.											
	14. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO RECEIVING CHANNEL.														1.2.B. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6 INCH CLEAR OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.											
8	15. MAKE PROVISIONS FOR WATERING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.														1.2.C. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE, OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WSDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.											
	16. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS NEEDED (SUCH AS TEMPORARY SEDIMENT BASINS, DITCH CHECKS, EROSION CONTROL MATTING, SILT FENCING, FILTER SOCKS, WATTLES, SWALES, ETC.), OR AS DIRECTED BY THE ENGINEER OR CITY OF LAKE GENEVA, OR WALWORTH COUNTY.														1.2.D. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE AT A MINIMUM 50 FEET LONG.											
9	17. THIS PLAN INCLUDES WORK FOR THE CONSTRUCTION OF A NEW SUBDIVISION.														1.2.E. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM TRACKING PADS OR CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, OR OTHER SIMILAR PRACTICES.											
	18. THE FOLLOWING SEQUENCE OF WORK IS EXPECTED:														1.2.F. IF CONDITIONS ON THE SITE ARE SUCH THAT THE SEDIMENT IS NOT REMOVED FROM VEHICLE TIRES BY THE TRACKING PAD, THEN TIRES SHALL BE WASHED UTILIZING PRESSURIZED WATER BEFORE ENTERING A PUBLIC ROADS.											
10	SITE CLEARING SITE GRUBBING TOPSOIL STRIPPING SITE MASS GRADING UTILITY INSTALLATION ROUGH GRADING SITE SEEDING AND MATTING FINAL SITE CLEANUP FULL RESTORATION (INDIVIDUAL LOT CONSTRUCTIONS TO MAINTAIN INDIVIDUAL EROSION CONTROL PLANS)														1.2.G. THE WASHING STATION SHALL BE LOCATED ON-SITE IN AN AREA THAT IS STABILIZED AND DRAINS INTO SUITABLE SEDIMENT TRAPPING OR SETTLING DEVICE.											
	19. THE FOLLOWING SEQUENCE OF EROSION CONTROL SHALL BE FOLLOWED:														1.2.H. THE WASH RACK SHALL CONSIST OF A HEAVY GRATING OVER A LOWERED AREA. THE RACK SHALL BE STRONG ENOUGH TO SUPPORT THE VEHICLES THAT WILL CROSS IT.											
11	INSTALL EROSION CONTROL FEATURES SHOWN INCLUDING SILT FENCE AND TRACKING PAD EXCAVATE AND RESTORE ALL STORMWATER PONDS PRIOR TO ANY OTHER GROUND DISTURBANCE CONTINUE ALL OTHER SITE GRADING WORK FINAL GRADE SITE AND RESTORE PER NOTES SHOWN EXAMINE STORMWATER PONDS FOR REMOVAL OF ANY SEDIMENT ACCUMULATION FROM CONSTRUCTION ACTIVITIES MONITOR ENTIRE SITE FOR RESTORATION ESTABLISHED REMOVE ALL EROSION CONTROL MEASURES ONCE SITE GROWTH														1.2.I. ROCKS LODGED BETWEEN THE TIRES OF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.											
	20. THE FOLLOWING SEQUENCE OF EROSION CONTROL SHALL BE FOLLOWED:														2. THE FOLLOWING MEASURES SHALL BE FOLLOWED DURING ALL LAND DISTURBING OPERATIONS.											
12	City of Lake Geneva Utility Commission Material Requirements														2.1. DUST CONTROL: SEE TECHNICAL STANDARD 1068 FOR FURTHER GUIDANCE.											
	Water:														2.1.A. THE IMPLEMENTATION OF DUST CONTROL SHALL LIMIT THE AREA EXPOSED FOR DUST GENERATION.											
13	PVC: 4"-12" C900 DR18 PVC Water Main PVC: 14"-36" C905 DR18 PVC Water Main Tracer Wire: 10 Gauge Copperflex Copperclad wire or equal Sleeve Kits: Copperflex 3WB-01 or equal Tracer Wire Termination Box: Bingham & Taylor P2b200NF012W2T Ductile Iron pipe: CL53 Wall Thickness AWWA C151 Gate Valve: American Flow Control 2500 Series Valve C515 Butterfly Valve: Mueller Company B3211 Series Butterfly Valve Lake Box: Tyler/Union, East Jordan Iron Works, Bingham and Taylor DOMESTIC ONLY 3 piece valve box Valve Box Adaptor: Adaptor Inc #6 Series Valve Box Adaptor Water Main Tapping Tee: Smith Blaire Model 665 Tapping Sleeve or Mueller HD04 Tapping Sleeve Hydrants: 5-1/4" Watertous/American Flow Control WB67 Facer, with factory installed Storz nozzle, federal safety yellow, 6" MJ inlet, with 2-1/2"-1/2" NST hose nozzles, with 1-1/2" pentagon nut, counter-clockwise opening Service Fittings: Mueller Company C110 Compression or Ford Meter Box Q Joint Series only MJ Fittings: C153 Mechanical Joint fittings manufactured by Star Pipe Products, Tyler/Union and Sigma Corp - DOMESTIC ONLY - no IMPORT FITTINGS ALLOWED MJ Restraints: Ebas Iron Series 2000PV for PVC (Red with blue nuts), 1100 Series for Ductile Iron (Black with blue nuts), and 1100X for Cast Iron (Gray with blue nuts) only Water Services: 1"-2" CTS SDR9 Poly Tubing Curb Stop: Mueller Company B25155 all sizes Curb Box: Mueller Company H10300 (1-1/4 upper) with extension rod														2.1.B. ASPHALT AND PETROLEUM BASED PRODUCTS CANNOT BE USED FOR DUST CONTROL.											
	Sanitary Sewer:														2.1.C. MUCH AND VEGETATION - MUCH OR SEED AND MULCH MAY BE APPLIED TO PROTECT EXPOSED SOIL FROM BOTH THE WIND AND WATER EROSION, PER APPROPRIATE TECHNICAL STANDARDS.											
14	PVC sewer pipe (4"-15"): ASTM D3034, SDR 35 with gaskets meeting the requirements of ASTM F477 PVC sewer pipe (18"-42"): ASTM F679, SDR 35 using same gaskets. RPM sewer pipe: ASTM D3262 Manholes: Per File Nos. 12, 12A, 13, and 15 of the Standard Specifications for Sewer & Water Construction in Wisconsin MH adjusting rings: Concrete unless rubber specified for the top ring subject to traffic as manufactured by Adaptor Inc., West Allis, WI MH frames and covers: Neenah R-1580 with type "B" self-sealing lids, non-rocking Locked MH frames: Neenah R-1755-C with type "B" gasket sealed lid with security saddle and a heavy duty padlock with 3 matching keys. Padlock to be "Master 1-1/2" steel, No. 3-D with pin tumbler. Bolted Lid MH frame: Neenah R-1916-F with standard type "T" gasket Waterproof MH frame: Neenah R-1755-C with type "B" gasket sealed lid with security saddle Internal/External Seal: As manufactured by Adaptor Inc., West Allis, WI Precast MH riser joint seals: rubber "O" ring gaskets, a continuous ring of butyl rubber sealant, EZ stick or Kent-Seal in rope form Precast MH External joint seal: as manufactured by Mar Mac Construction Products Co., Crete, Special Products, CCI Pipeline Systems, LLC, or equal Plastic pipe connection to manholes: Seals manufactured by Kor-N-Seal, Link Seal or equal														2.1.D. WATER - WATER UNTIL THE SURFACE IS WET AND REPEAT AS NEEDED. WATER SHALL BE APPLIED AT RATES SO THAT RUNOFF DOES NOT OCCUR. TREATED SOIL SURFACES THAT RECEIVE VEHICLE TRAFFIC REQUIRE A STONE TRACKING PAD OR TIRE WASHING AT ALL POINTS OF ACCESS.											
	***For the use of any material category not listed above, please contact the Utility Commission for specific requirements.														2.1.E. TILLAGE - A CONTROL MEASURE PERFORMED WITH CHISEL TYPE PLOWS ON EXPOSED SOILS. TILLAGE SHALL BEGIN ON THE WINDOWAD SIDE OF THE SITE. TILLAGE IS ONLY APPLICABLE TO FLAT AREAS.											
20	***Please refer to the City of Lake Geneva Development Standards for specifications on the installation requirements of the above listed utility materials.														2.1.F. POLYMERS CAN BE AN EFFECTIVE PRACTICE FOR AREAS THAT DO NOT RECEIVE VEHICLE TRAFFIC. DRY APPLIED POLYMERS MUST BE INITIALLY WATERED FOR ACTIVATION TO BE EFFECTIVE FOR DUST CONTROL.											
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase I 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 009 Date: 09/13/21
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

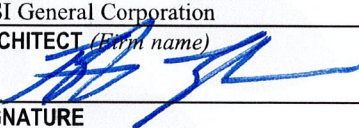
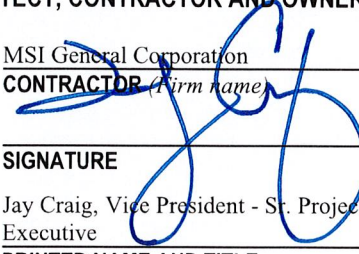
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Multiple changes per attached summary

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 1,906,306.00
The Contract Sum prior to this Change Order was	\$ 1,906,306.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,768.00
The new Contract Sum including this Change Order will be	\$ 1,909,074.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>	MSI General Corporation CONTRACTOR <i>(Firm name)</i>	City of Lake Geneva OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Bert Zenker, Vice President - Design Services	Jay Craig, Vice President - Sr. Project Executive	David Nord, City Administrator
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
September 2, 2021	September 2, 2021	September 2, 2021
DATE	DATE	DATE



Single Source Responsibility™
DESIGNBUILD

Since 1957 ▪ Architects ▪ Contractors ▪ Engineers ▪ Leaders

September 10, 2021

Mr. Dave Nord, City Administrator
cityadmin@cityoflakegeneva.com
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

**RE: Historic Riviera Building Improvements Project – PHASE I and PHASE II
812 Wrigley Drive
Lake Geneva, WI**

Dear Dave:

The purpose of this letter is to forward the Final draw requests for work associated with the PHASE I and PHASE II of the building improvements at the Historic Riviera building. Please find the following items enclosed:

- Application and Certificate for Payment, invoice #27405, Application No.: 9 PHASE I
- Application and Certificate for Payment, invoice #27409, Application No.: 8 PHASE II
- MSI General Corporation FINAL waiver of lien for each Phase
- The following FINAL subcontractor lien waivers:

Phase I

Badger Railing (metal repairs)
D&D Millwork (wood doors) & supplier waiver
Hepp's Quality Restoration (carpentry)
Ackman Glass (glass & glazing) and supplier waiver

Phase II

Badger Railing (metal fabricating, railing work)
Holian Environmental (asbestos removal)
Joe DeBelak (plumbing with demo/floor scan)
Works Plumbing (site plumbing)
USA Fire Protection (fire protection)
Giraffe Electric (fire alarm system, electrical, data/telecommunications, security/camera systems, contingency, CO#2, CO#3)
Hepp's Quality Restoration (carpentry, change order work, brick-it veneer)
Professional Audio Design (audio equipment)
RJ Wood Industries (millwork, cabinets)
Nabco Entrances (automatic entrances)
Schmidt Custom Floors (flooring)
Ackman Glass (mirrors, door lites, storefront concourse)
Best Specialties (toilet partitions & accessories, fire protection)
Pure Mechanical (HVAC)
D&D Millwork (change order work)



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J H Hassinger (site work and misc masonry)
Applewood Plastering (plastering)
Applewood Drywall (drywall patching)
Builders Insulation (insulation)
American Landscape (landscaping)
CertaPro Painting (painting)
Bauer Sign (building signage)
Nonn's Flooring (flooring)
Century Fence (fencing)
Boelter Company (misc kitchen equipment/cabinets)
Quality Ceiling (acoustical ceiling)
Renaissance Roofing (roof tile removal and replace)
Builders Hardware (hardware)
Rockford Central Tile & Terrazzo (floor repairs)
Wilde Lake Country Garage Door (counter coiling shutter doors)
Duwe Metal (metal fabrication of stainless steel counter tops/millwork phase)
Robert W. Nelson (millwork/cabinetry)
Ace Glass Tinting (glass tinting)
Frisch Weatherstrip (caulking)

We are missing the following few subcontractor waivers, and we will forward them on to you just as soon as we receive them:

Otis Elevator (elevator)
Corporate Contractors (structural glazed tile demo/re-work)
Badger Scaffold LLC (scaffold/shoring rental)
Fabricut Inc. (window treatments)

If you have any questions or require further paper work, please feel free to contact me at any time.

Sincerely,

MSI GENERAL CORPORATION

Dione

Dione M Funk
Accounting

Cc: cityclerk@cityoflakegeneva.com
Karen Hall, Comptroller@cityoflakegeneva.com
Tom Earle, DPW Director tearle@cityoflakegeneva.com
Jay Craig, MSI General Corporation, jay@msisgeneral.com
Stu LaRose, MSI General Corporation stu@msigeneral.com
Dave Luterbach, MSI General Corporation, davel@msigeneral.com

	Riviera Phase 1													
	Project Summary													
	September 13, 2021													
	Description		Orig Sched Val	Change Order 1	Change Order 2	Change Order 3	Change Order 4	Change Order 5	Change Order 6	Change Order 7	Change Order 8	Adj Sched Val	Final Cost	Add or (Ded)
	CO3 Supervision		1700	0	0	1700	0	0	0	0	0	1700	4680	2980
	CO3 Insurance		164	0	0	164	0	0	0	0	0	164	164	0
	CO3 Project Management		625	0	0	625	0	0	0	0	0	625		-625
	CO3 Marine Survey		9500	0	0	9500	0	0	0	0	0	9500	9500	0
	CO3 Asbestos Testing		4600	0	0	4600	0	0	0	0	0	4600	4600	0
	CO4 Supervision		49271	0	0	0	49271	0	0	0	0	49271	31890	-17381
	CO4 Pavers Protection - Allowance		7500	0	0	0	7500	0	0	0	0	7500		-7500
	CO4 State Permits Incl. Hist. Review		16251	0	0	0	16251	0	0	0	0	16251		-16251
	CO4 Construction Electric		6999	0	0	0	6999	0	0	0	0	6999	555	-6444
	CO4 Temp Heat - Allowance		15000	0	0	0	15000	0	0	0	0	15000	12494	-2506
	CO4 Winter Conditions - Allowance		2001	0	0	0	2001	0	0	0	0	2001		-2001
	CO4 Job Trailer		1800	0	0	0	1800	0	0	0	0	1800		-1800
	CO4 Dumpsters		6050	0	0	0	6050	0	0	0	0	6050	2133	-3917
	CO4 General Cleaning		10500	0	0	0	10500	0	0	0	0	10500	18138	7638
	CO4 Final Cleaning		8499	0	0	0	8499	0	0	0	0	8499	1366	-7133
	CO4 Temp Fence		6000	0	0	0	6000	0	0	0	0	6000	2200	-3800
	CO4 Temp Storage Trailers		2001	0	0	0	2001	0	0	0	0	2001		-2001
	CO4 Temp Railings		1500	0	0	0	1500	0	0	0	0	1500		-1500
	CO4 Temp Toilets		600	0	0	0	600	0	0	0	0	600	315	-285
	CO4 Knox Box		750	0	0	0	750	0	0	0	0	750	70	-680
	CO4 Reproduction		1002	0	0	0	1002	0	0	0	0	1002	1546	544
	CO4 UPS -Allowance		501	0	0	0	501	0	0	0	0	501	63	-438
	CO4 Barriers & Enclosures		3300	0	0	0	3300	0	0	0	0	3300	5250	1950
	CO4 Street Cleaning/Snow Removal		6000	0	0	0	6000	0	0	0	0	6000	3147	-2853
	CO4 Scaffolding/Shoring		153380	0	0	0	153380	0	0	0	0	153380	124300	-29080
	CO4 Temp Walk-off Mats		1002	0	0	0	1002	0	0	0	0	1002	3240	2238
	CO4 Finishes Protection - Allowance		4002	0	0	0	4002	0	0	0	0	4002	5113	1111
	CO4 As-Built CD's		1500	0	0	0	1500	0	0	0	0	1500	1250	-250
	CO4 Job Sign		1500	0	0	0	1500	0	0	0	0	1500		-1500
	CO4 Temp Signage		750	0	0	0	750	0	0	0	0	750	1550	800
	CO4 Insurance		16683	0	0	0	16683	0	0	0	0	16683	8858	-7825
	CO4 Structural Steel Design		7500	0	0	0	7500	0	0	0	0	7500	750	-6750
	CO4 Project Management		26000	0	0	0	26000	0	0	0	0	26000	36375	10375
	CO4 Demolition		25000	0	0	0	25000	0	0	0	0	25000	28670	3670
	CO4 Masonry Tuckpointing		309701	0	0	0	309701	0	0	0	0	309701	316624	6923
	CO4 Structural Steel - Fabrications		8000	0	0	0	8000	0	0	0	0	8000	6724	-1276
	CO4 Carpentry		8000	0	0	0	8000	0	0	0	0	8000	8000	0
	CO4 Roofing Clay Tile/Cone Tile		488855	0	0	0	488855	0	0	0	0	488855	489111	256
	CO4 Glass & Glazing		470040	0	0	0	470040	0	0	0	0	470040	514056	44016
	CO4 Painting		15000	0	0	0	15000	0	0	0	0	15000	15358	358
	CO5 Supervision Savings from Seawall/ACM Surveys		-630	0	0	0	0	-630	0	0	0	-630		630
	CO5 Builders Risk Certificate		1595	0	0	0	0	1595	0	0	0	1595		-1595
	CO5 Glass & Glazing - Net Change		-3755	0	0	0	0	-3755	0	0	0	-3755		3755
	CO6 Credit Unused Project Requirements To Date CO6 Credit Unused Roof		-18101	0	0	0	0	0	-18101	0	0	-18101		18101
	Underlayment		-1710	0	0	0	0	0	-1710	0	0	-1710	-1710	0

	CO7 Masonry Credit Not Lowering Windows		-58723	0	0	0	0	0	0	-58723	0	-58723	-58723	0
	CO7 Credit Not Lowering Windows		-15732	0	0	0	0	0	0	-15732	0	-15732	-15732	0
	CO3 Perf Bond		820	0	0	820	0	0	0	0	0	820	820	0
	CO3 Contractors Fee		1327	0	0	1327	0	0	0	0	0	1327	1196	-131
	CO4 Plumbing		5000	0	0	0	5000	0	0	0	0	5000	4317	-683
	CO4 Electrical		5000	0	0	0	5000	0	0	0	0	5000	1300	-3700
	CO4 Performance Bond		32100	0	0	0	32100	0	0	0	0	32100	32100	0
	CO4 Arch/Engineering		101546	0	0	0	101546	0	0	0	0	101546	90846	-10700
	CO4 Contingency		169244	0	0	0	169244	0	0	0	0	169244	161496	-7748
	CO4 Contractor's Fee		157058	0	0	0	157058	0	0	0	0	157058	140812	-16246
	CO6 Credit Unused Contingency		-100000	0	0	0	0	0	-100000	0	0	-100000	-100000	0
	CO6 Credit Fee Unused Contingency		-8000	0	0	0	0	0	-8000	0	0	-8000	-5738	2262
	CO8 Credit GC Savings		-59760	0	0	0	0	0	0	0	-59760	-59760		59760
	Grand Totals		1906306	0	0	18736	2152386	-2790	-127811	-74455	-59760	1906306	1909074	2768

Project Requirements
Subcontractors
Contingency
Bond
Fees

130055
1422156
69244
32920
251931

Total

1906306

141147
1446395
61496
32920
227116

1909074

FINAL WAIVER OF LIEN

September 10, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,

by MSI General Corporation contractor,

for building improvements at The Riviera – PHASE I

same being situated in Walworth county, described as

The Riviera

812 Wrigley Drive

Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full thru invoice #27405, subject to payment of same.

MSI General Corporation



Ken P. Krahe, President

FINAL WAIVER OF LIEN

DATE: Sept 2, 2011

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Repairs Type of work, same being situated in Walworth County, State of Wisconsin, described as Riviera Place 1
319 Douglas Dr.
Lake Geneva, WI 53147
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Buckley Building Inc
Thomas C. Mulhoney
Signature: (Officer of company)
President
Title

WAIVER OF LIEN

May 25, 2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for D & D Millwork owner
by BOEHM-MADISON Lumber contractor
for 3/4 Red Oak and 10/4 Sapele Mahogany
same being situated in Jefferson County, State of Wisconsin, described as

D & D Millwork
N8619 Ski Slide Rd
10x12, WI 53036

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, NONE

Tracey Clark
Secretary of Boehm-Madison

FINAL WAIVER OF LIEN

DATE: 8-25-21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Carpentry Type of work, same being situated in Watworth County, State of Wisconsin, described as

Riviera Phase 1
812 Wexley Dr.
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Hepco's Quality Restoration, LLC

Monica C. Hepco
Signature: (Officer of company)

Manager
Title

FINAL WAIVER OF LIEN

DATE: August 25, 2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for CITY OF LAKE GENEVA owner,

by MSI General Corporation contractor,

for GLASS - GRAZING Type of work,

same being situated in WALWORTH County, State of Wisconsin, described as

THE RIVIERA - PHASE 1
812 WRIGLEY DRIVE
LAKE GENEVA, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: ACKMAN GLASS

[Signature]
Signature: (Officer of company)

COMPTROLLER
Title

UNCONDITIONAL WAIVER AND FINAL RELEASE
(Civil Code 3262(d)(4))

To: **ACKMAN GL & MR CO**

on the job of: **Riviera Doors**

The undersigned has been ***PAID*** for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ 0.00, and does hereby waive and release any right to a mechanic's lien, stop notice or any right against a labor and material bond on the job.

Dated: **7/5/2021**

KAWNEER COMPANY, INC.



By: **Tiara Wright**
Credit Analyst

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

NOTE: This form complies with the requirements of Civil Code 3262(d)(4). It is to be used when the claimant is required to execute a waiver and release in exchange for a final payment and the claimant asserts in the waiver that it has, in fact, been paid the final payment.

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Change Order

PROJECT: (Name and address)

The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

CONTRACT INFORMATION:

Contract For: Historic Riviera Building
Improvements Project
Date: 7/27/18

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: 2/25/19

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

CONTRACTOR: (Name and address)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Delete Blaine Oborn, City Administrator as the Owner's Designated Representative
Add David Nord, City Administrator as the Owner's Designated Representative
Delete Jennifer L. Guslick, Project Director as the Construction Manager's Designated Representative
Add Jay Craig, Vice President - Sr. Project Executive as the Construction Manager's Designated Representative

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

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

The new date of Substantial Completion will be

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

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

MSI General Corporation

ARCHITECT (Firm name)

SIGNATURE

Jim Olson, Vice President - Design & Development

PRINTED NAME AND TITLE

February 25, 2019

DATE

MSI General Corporation

CONTRACTOR (Firm name)

SIGNATURE

Ken Krahe, President

PRINTED NAME AND TITLE

February 25, 2019

DATE

City of Lake Geneva

OWNER (Firm name)

SIGNATURE

Thomas A. Hartz, Mayor

PRINTED NAME AND TITLE

February 25, 2019

DATE

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 8/27/19
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

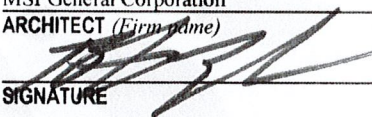
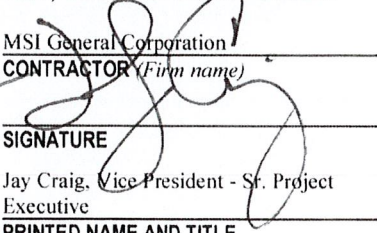
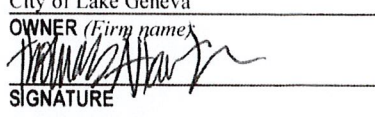
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Delete Jim Olson, Vice President - Design & Development
 Add Bert Zenker, Vice President - Design Services, Architect
 Add Anne Krogstad, Architect

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE September 11, 2019 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE September 11, 2019 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE Thomas A. Hartz, Mayor PRINTED NAME AND TITLE September 11, 2019 DATE
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AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 10/18/19
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Provide seawall and pier survey for Riviera Building (\$11,511.00)

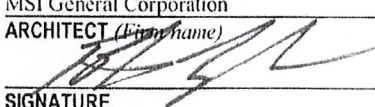
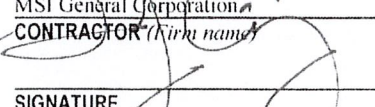
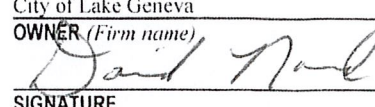
Provide asbestos containing materials (ACM) and lead paint survey for Riviera Building (\$7,225.00)

Total Items: 1 and 2: \$18,136.00

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 0.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 18,736.00
The new Contract Sum including this Change Order will be	\$ 18,736.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE October 18, 2019 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE October 18, 2019 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE October 18, 2019 DATE
--	---	---

Riviera Renovations - Marine and ACM Surveys - Partial or Full Supervision - Job #4453

Cost Code	Description		Marine Survey		ACM & Lead Paint Survey	
			Partial Supervision	Full Supervision	Partial Supervision	Full Supervision
100	Project Requirements	A	\$0	\$0	\$0	\$0
101	Survey/Topo - Historic Preservation Survey - Part of Architecture	A	\$0	\$0	\$0	\$0
102	Stake Building	A	\$0	\$0	\$0	\$0
103	Soil Test	A	\$0	\$0	\$0	\$0
104	Stake Site	A	\$0	\$0	\$0	\$0
105	Stake Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (Marine - 2 days, ACM - 3 days) \$85 per hour	C	\$680	\$1,360	\$1,020	\$2,040
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$0	\$0	\$0	\$0
110	State Permit - Exclude	C	\$0	\$0	\$0	\$0
110-01	State Permit for Historical Review - Exclude - assuming this will be with shell	C	\$0	\$0	\$0	\$0
111	Local Permit (\$10/\$1,000 val)	C	\$0	\$0	\$0	\$0
112	Construction Elect - Assume that Owner will pay monthly energy bills	C	\$0	\$0	\$0	\$0
113	Temp Heat - Allowance	C	\$0	\$0	\$0	\$0
114	Winter Conditions - Allowance for misc.	A	\$0	\$0	\$0	\$0
115	Rendering	A	\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude	C	\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$150/month + \$150 transport); Or Room Rental Fee	C	\$0	\$0	\$0	\$0
118	Dumpsters - (Roof Allowance of 6 Exchanges)	C	\$0	\$0	\$0	\$0
119	Concrete Testing - (4 sets)	C	\$0	\$0	\$0	\$0
120	Dry Air System - Exclude - See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning (1 x per month site clean)	C	\$0	\$0	\$0	\$0
122	Final Cleaning (site clean + Ball Room)	C	\$0	\$0	\$0	\$0
124	Dust Walls - Allowance	C	\$0	\$0	\$0	\$0
125	Temp Fence - (Allowance for base of scaffold or for closing access)	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers - Exclude	C	\$0	\$0	\$0	\$0
127	Temp Railings (Exterior would be part of scaffolding)	C	\$0	\$0	\$0	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp Toilet (3 mos + move)	C	\$0	\$0	\$0	\$0
130	Knox Box - Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (5 sets x 12 sets + Specs)	C	\$0	\$0	\$0	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$0	\$0	\$0	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl - Scaffold)	C	\$0	\$0	\$0	\$0
138	Street Cleaning/Snow Removal/Snow Clearing from Roof	A	\$0	\$0	\$0	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A	\$0	\$0	\$0	\$0
144	Finishes Protection Allowance - Of Ball Room	A	\$0	\$0	\$0	\$0
146	As-Built CD's	C	\$0	\$0	\$0	\$0
155	Job Sign	C	\$0	\$0	\$0	\$0
156	Temp Signage	C	\$0	\$0	\$0	\$0
162	Sewer & Water fees - Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude	A	\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legney)	A	\$0	\$0	\$0	\$0
190	Project Manager (PM not Proj. Direct.) - (\$125/Hr)	C	\$250	\$500	\$375	\$750
185	Insurance	1 st	\$104	\$114	\$60	\$74
187	Structural Steel Final Design - Exclude	0 th	\$0	\$0	\$0	\$0
	Project Requirements		\$1,034	\$1,974	\$1,455	\$2,838
139	Scaffolding/Shoring - (Exclude if no Guttering)					
200	Sitework - (or Demo)					
200-01	Site Consulting - Marine Survey				\$0	\$0
	JF Brennan (2 - 10 hr days - 3 Man Team) - (\$14,200)		\$0	\$0	\$0	\$0
	Includes Mobilization and Report		\$0	\$0	\$0	\$0
	Collins Engineering - Including Mobilization and Report		\$9,500	\$9,500		
243	Demolition - (Stair/Selective)					
244	Asbestos Testing					
	Allowance for Testing		\$0	\$0	\$0	\$0
	Affordable Environmental - (\$7,500)				\$0	\$0
	Balestrieri (Elkhorn) - Bid Received Late		\$0	\$0	\$0	\$0
	Giles Engineering - (\$6,000)		\$0	\$0	\$0	\$0
	Indoor Air Quality - (\$6,200)		\$0	\$0	\$0	\$0
	JD Environmental (Delavan) - No Bid Received		\$0	\$0	\$0	\$0

	PSI (Professional Services Inc)		\$0	\$0	\$4,600	\$4,600
	Sigma Environmental Services - (\$5,400)		\$0	\$0	\$0	\$0
245	Abandonment (included)		\$0	\$0	\$0	\$0
	Affordable Environmental		\$0	\$0	\$0	\$0
	Environmental Initiatives		\$0	\$0	\$0	\$0
	Integrity Environment		\$0	\$0	\$0	\$0
	PSI		\$0	\$0	\$0	\$0
600	Carpentry					
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
169	Arch/Engineering	6.00%	\$0	\$0	\$0	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$0	\$0	\$0	\$0
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
	Contractor's Fee	8.00%	\$843	\$918	\$484	\$595
	Project Total with Fees and Contingency		\$11,377	\$12,391	\$6,539	\$8,033
	Performance Bond (50% of Cost of Bond)		\$134	\$185	\$686	\$873
	Project Total with Fees, Contingency and 50% of Bond		\$11,511	\$12,576	\$7,225	\$8,906

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Change Order

PROJECT: <i>(Name and address)</i> The Riviera 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 10/25/19
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Provide roof replacement per attached summary for Riviera Building (\$787,829.00)

Provide glass and glazing per attached summary for Riviera Building (\$799,864.00)

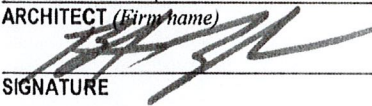
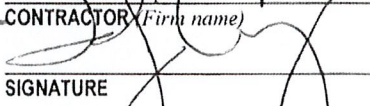
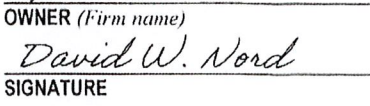
Provide tuckpointing per attached summary for Riviera Building (\$564,693.00)

Total Items: 1, 2 and 3: **\$2,152,386.00**

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 18,736.00
The Contract Sum prior to this Change Order was	\$ 18,736.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,152,386.00
The new Contract Sum including this Change Order will be	\$ 2,171,122.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i> 	MSI General Corporation CONTRACTOR <i>(Firm name)</i> 	City of Lake Geneva OWNER <i>(Firm name)</i> 
SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE	SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE	SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE
October 18, 2019 DATE	October 18, 2019 DATE	October 18, 2019 DATE

Riviera – Lake Geneva

Summary of Roof Replacement and Shell Trades

October 21, 2019

Roofing

Recommended and approval of Renaissance Roofing. Option A was selected – utilizing Clay Tile. Alternate 1 was accepted to remove the guttering from the upper clerestory roof. Total Cost including Supervision, project requirements, scaffolding, allowance for incidental trades (painting, plumbing and electrical) - \$787,829.00

Glass & Glazing – Windows

Recommended and approval of Ackman Glass & Shower. Option A was selected – utilizing the historically simulated steel sash windows. Alternate 1 – Enlarge 1st Floor windows by lowering the sill and Alternate 2 – Replace 1st Floor delaminated wood doors with aluminum were accepted. Total Cost of work including supervision, project requirements, scaffolding and enclosure, allowance for removal and incidental carpentry and Incidental painting is included - \$799,864.00

Tuckpointing

Recommended and approval of Masonry Restoration, Inc. – (MRI). Option B was selected which includes mobilization, tuckpointing of up to 20% of entire building, washing of entire brick exterior, remove and replacement of membrane on balcony, underside of balcony repairs, enclosure of roof drains in brick, south wall balcony repair, broken brick replacement, clean and patch of seawall cap and replacement of front entry wall caps. Alternate 1 – modify masonry/brick openings to allow lower sill and larger windows was accepted. Total cost of work including supervision, project requirements, miscellaneous metal fabrications (for railings atop wall caps) and incidental painting is included - \$564,693.00

Summary

Roofing	\$787,829.00
Glass & Glazing	\$799,864.00
Tuckpointing	<u>\$564,693.00</u>
Total Shell Trades	\$2,152,386.00

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

CONTRACT INFORMATION:
Contract For: Historic Riviera Building
Improvements Project
Date: 7/27/18

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: 03/05/20

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

ARCHITECT: *(Name and address)*
MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

CONTRACTOR: *(Name and address)*
MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Multiple changes per attached summary

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	2,171,122.00
The Contract Sum prior to this Change Order was	\$	2,171,122.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	2,790.00
The new Contract Sum including this Change Order will be	\$	2,168,332.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

MSI General Corporation
ARCHITECT *(Firm name)*

SIGNATURE

Bert Zenker, Vice President - Design
Services

PRINTED NAME AND TITLE

March 5, 2020
DATE

MSI General Corporation
CONTRACTOR *(Firm name)*

SIGNATURE

Jay Craig, Vice President - Sr. Project
Executive

PRINTED NAME AND TITLE

March 5, 2020
DATE

City of Lake Geneva
OWNER *(Firm name)*

SIGNATURE

David Nord, City Administrator

PRINTED NAME AND TITLE

March 5, 2020
DATE

Riviera

Summary of Change Requests - Owner Change Order 5

January 15, 2020 thru February 19, 2020

Description of Change Request (OC05)	Sub Number	Cost of Change	Disposition
i. Glass & Glazing - Eliminate 1-1/2" x 3" box trim	\$ (6,402)	\$ (7,298)	
ii. Glass & Glazing - Upgrade SDL Muntins to Double Profile vs. Exterior	\$ 3,108	\$ 3,543	
iii. Credit for Savings in Supervision for Seawall and ACM Surveys	\$ (552)	\$ (629)	
iv. Provide Builder's Risk Binding thru MSI General	\$ 1,399	\$ 1,595	
v.	\$ -	\$ -	
Total (OC05)		\$ (2,790)	

Contract Summary

Original Contract Amount	\$ -
Net Change by Prev. Author. Changes (OCO #1 thru OCO #4)	\$ 2,171,122
Contract Sum Prior to this Change	\$ 2,171,122
Net Change per Above Change Request (OC05)	\$ (2,790)

Current Contract Sum	\$ 2,168,332
-----------------------------	---------------------

Future Items or Costs to Be Aware of or Pending

IF THE PROJECT WERE TO END TODAY, THE PROJECT SUMMARY FOLLOWS:

Original Contract Sum	\$ -
Changes to Date (Previous Changes + Above Changes)	\$ 2,168,332
Less Balance of Contingency (from Summary of Contingency)	\$ (150,500)
Project Total Cost	\$ 2,017,832



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Change Order

PROJECT: <i>(Name and address)</i> The Riviera 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: 06/29/20
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

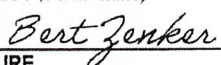
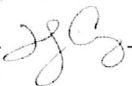
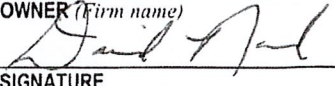
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Multiple changes per attached summary

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 2,168,332.00
The Contract Sum prior to this Change Order was	\$ 2,168,332.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 127,811.00
The new Contract Sum including this Change Order will be	\$ 2,040,521.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

<u>MSI General Corporation</u> ARCHITECT <i>(Firm name)</i>	<u>MSI General Corporation</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Lake Geneva</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE	Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE	David Nord, City Administrator PRINTED NAME AND TITLE
March 5, 2020 DATE	March 5, 2020 DATE	March 5, 2020 DATE

Riviera

Summary of Change Requests - Owner Change Order 6

March 19, 2020 thru June 9, 2020

Description of Change Request (OC06)	Sub Number	Cost of Change	Disposition
i. Credit for Unused Portion of Roof Underlayment Repair Allowance	\$ (1,500)	\$ (1,710)	
ii. Credit for Unused Project Requirements To Date (Thru 2020)	\$ (15,878)	\$ (18,101)	
iii. Credit for Unused Contingency To Date (Thru 2020)	\$ (100,000)	\$ (108,000)	
iv.	\$ -	\$ -	
v.	\$ -	\$ -	
Total (OC06)		\$ (127,811)	

Contract Summary

Original Contract Amount	\$ -
Net Change by Prev. Author. Changes (OCO #1 thru OCO #5)	\$ 2,168,332
Contract Sum Prior to this Change	\$ 2,168,332
Net Change per Above Change Request (OCO6)	\$ (127,811)

Current Contract Sum	\$ 2,040,521
-----------------------------	---------------------

Future Items or Costs to Be Aware of or Pending

IF THE PROJECT WERE TO END TODAY, THE PROJECT SUMMARY FOLLOWS:

Original Contract Sum	\$ -
Changes to Date (Previous Changes + Above Changes)	\$ 2,040,521
Less Balance of Contingency (from Summary of Contingency)	\$ 9,043
Project Total Cost	\$ 2,049,564



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) The Riviera Phase I 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: 11/11/20
OWNER: (Name and address) City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: (Name and address) MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: (Name and address) MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Multiple changes per attached summary

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 2,040,521.00
The Contract Sum prior to this Change Order was	\$ 2,040,521.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 74,455.00
The new Contract Sum including this Change Order will be	\$ 1,966,066.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

MSI General Corporation
ARCHITECT (Firm name)
Bert Zenker
SIGNATURE
Bert Zenker, Vice President - Design
Services
PRINTED NAME AND TITLE
November 11, 2020
DATE

MSI General Corporation
CONTRACTOR (Firm name)
Jay Craig
SIGNATURE
Jay Craig, Vice President - Sr. Project
Executive
PRINTED NAME AND TITLE
November 11, 2020
DATE

City of Lake Geneva
OWNER (Firm name)
David Nord
SIGNATURE
David Nord, City Administrator
David Nord - City Administrator
PRINTED NAME AND TITLE
November 11, 2020
DATE

Riviera

Summary of Change Requests - Owner Change Order 7

June 10, 2020 thru November 11, 2020

Description of Change Request (OC07)	Sub Number	Cost of Change	Disposition
i. Glass Credit for Not Lowering the Windows - (Ackman)	\$ (13,800)	\$ (15,732)	
ii. Masonry Credit for Not Lowering the Windows - (MRI)	\$ (46,320)	\$ (52,805)	
iii. Masonry Credit for Not Wrapping the Balcony Drains in Brick - (MRI)	\$ (5,480)	\$ (5,918)	
iv.	\$ -	\$ -	
v.	\$ -	\$ -	
Total (OC07)		\$ (74,455)	

Contract Summary

Original Contract Amount	\$ -
Net Change by Prev. Author. Changes (OCO #1 thru OCO #6)	\$ 2,040,521
Contract Sum Prior to this Change	\$ 2,040,521
Net Change per Above Change Request (OC07)	\$ (74,455)
Current Contract Sum	\$ 1,966,066

Future Items or Costs to Be Aware of or Pending

IF THE PROJECT WERE TO END TODAY, THE PROJECT SUMMARY FOLLOWS:

Original Contract Sum	\$ -
Changes to Date (Previous Changes + Above Changes)	\$ 1,966,066
Less Balance of Contingency (from Summary of Contingency)	\$ 9,043
Project Total Cost	\$ 1,975,109

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase I 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 008 Date: 03/08/21
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

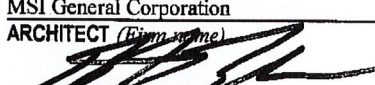
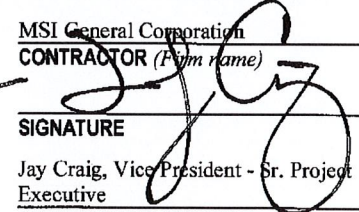
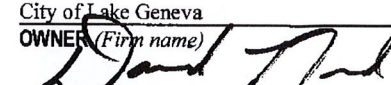
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Multiple changes per attached summary

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 1,966,066.00
The Contract Sum prior to this Change Order was	\$ 1,966,066.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 59,760.00
The new Contract Sum including this Change Order will be	\$ 1,906,306.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE March 8, 2021 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE March 8, 2021 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE March 8, 2021 DATE
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Riviera – Phase I

Potential Cost Savings

March 4, 2021

Potential Cost Savings on Phase I

• Some Supervision	\$5,100
• Pavers Protection Allow.	\$3,000
• State Historical Permit	\$16,000
• Construction Electric	\$3,000
• Temporary Heat	\$2,500
• Winter Conditions	\$2,000
• Dumpsters	\$1,600
• Temp Fence	\$3,800
• Temp Storage Trailers	\$2,000
• Temp Railings	\$1,500
• Temp Toilets	\$280
• Reproduction	\$100
• UPS	\$100
• Snow Removal	\$6,000
• Scaffolding	\$25,900
• Temp Walk Off Mats	\$1,000
• Finish Protection Allowance	\$2,500
• Structural Steel Design	<u>\$3,300</u>
Total	\$79,680

Crediting 75% of Projected Savings at this time $\$79,600 \times .75 = \$59,760$

Riviera

Summary of Contingency

January 15, 2020 - February 19, 2020

Description of Contingency Item	Sub Number	Cost of Change	Disposition
i. Additional ACM Testing and Consulting - Additional 79 samples, addtl. 50 point count analysis, representation at abatement Prebid walkthru	\$ (1,548)	\$ (1,548)	
ii. Abatement of ACM as Needed to Complete 2020 Work	\$ (4,390)	\$ (4,390)	
iii. Escalator to Push 1st Floor Abatement to 2021 - Net add (approved cost of \$4,940 - Revised total cost of \$5,685)	\$ (745)	\$ (745)	
iv. FWAN 11813 - 2/17/20 - Remove addtl bricks @ balcony; sealant on capstones (where ACM removed); membrane under new capstones	\$ (3,512)	\$ (3,512)	
v. Added Cost to Delay 1st Floor Windows to 2021 (\$5,973 + \$475) and to Expedite the Install of 2020 Windows (early ship of receptors)(\$2,100))	\$ (8,548)	\$ (8,548)	
vi.	\$ -	\$ -	
Total	\$	(18,743)	

Summary of Contingency

Original Contingency Amount Per Contract	\$ -
Previous Changes to Contingency (From Change Ordere #4)	\$ 169,243
Changes to Contingency Per Above Summary	\$ (18,743)
Current Contingency Amount	\$ 150,500

Future Items or Costs to Be Aware of or Pending

Riviera

Summary of Contingency

February 20, 2020 - March 18, 2020

Description of Contingency Item	Sub Number	Cost of Change	Disposition
i. Additional Brick Repair - Allowance of 700 x \$28.75			
	\$	(20,125) \$	(20,125)
ii.	\$	- \$	-
iii.	\$	- \$	-
iv.	\$	- \$	-
v.	\$	- \$	-
vi.	\$	- \$	-
Total		\$ (20,125)	

Summary of Contingency

Original Contingency Amount Per Contract

Previous Changes to Contingency (From Change Ordere #4)

Changes to Contingency Per Above Summary

Current Contingency Amount	\$	150,500	(20,125)	\$ 130,375
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Future Items or Costs to Be Aware of or Pending

Install SS Wire Atop Chimney Flues for Bird Prevention - (\$250 - \$750)

Repair of Sills at Ribbon Wall - Design Detail TBD - (220' x \$100/sf allow)

Riviera

Summary of Contingency

March 19, 2020 - April 15, 2020

Description of Contingency Item	Sub Number	Cost of Change	Disposition
i. Adjustment (Credit) to Additional Brick Repair Allowance - T&M	\$ 2,616	\$ 2,616	
ii. Stainless Steel Wire Atop Chimney	\$ (216)	\$ (216)	
iii. Repair of Sills at Ribbon Wall - Patching, Sill Repairs, Sealant	\$ (3,201)	\$ (3,201)	
iv. Painting of Northern Wings Ceilings	\$ (800)	\$ (800)	
v. Repair and Repainting of Columns and Trim	\$ (11,675)	\$ (11,675)	
vi. Additional Testing and Abatement of ACM at Roof Drain Insulation	\$ (785)	\$ (785)	
vii. Cost to Move Two (2) Conduits Within the Window Framing Lines	\$ (350)	\$ (350)	
Total	\$	(14,411)	

Summary of Contingency

Original Contingency Amount Per Contract

Previous Changes to Contingency (From Change Order #4)

Changes to Contingency Per Above Summary

Current Contingency Amount

Future Items or Costs to Be Aware of or Pending

Riviera

Summary of Contingency

April 16, 2020 - June 4, 2020

Description of Contingency Item	Sub Number	Cost of Change	Disposition
i. Additional Unforeseen Work Needed: Total Cost of Below Items Cedar Column Protection of Roof Drains from Balcony Sand/Grind Skim Coat Concrete Sills in Ballroom Demo Two Existing Windows Between Front Door Foam Enclosures at Clerestory Windows Clerestory Window Stops and Fix of Ceiling	\$ (3,497)	\$ (3,497)	
ii. Provide Additional Work At North Entry Stairs - Coating	\$ (1,431)	\$ (1,431)	
iii. Additional Work to Repair Downspouts at North Entrance	\$ (1,993)	\$ (1,993)	
Total		\$ (6,921)	

Summary of Contingency

Original Contingency Amount Per Contract

Previous Changes to Contingency (From Change Order #4)

Changes to Contingency Per Above Summary

Current Contingency Amount

Future Items or Costs to Be Aware of or Pending

Structural Steel Repair At/Near South Balcony Stairs

Riviera

Summary of Contingency

June 10, 2020 - June 29, 2020

Description of Contingency Item	Sub Number	Cost of Change	Disposition
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i. Credit for Unused Contingency	\$	(100,000) \$	(100,000)
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Total	\$	(100,000)	
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Summary of Contingency

Original Contingency Amount Per Contract

Previous Changes to Contingency (From Change Order #4)

Changes to Contingency Per Above Summary

Current Contingency Amount	\$	9,043	
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Future Items or Costs to Be Aware of or Pending

Riviera

Summary of Contingency

January 1, 2021 - January 31, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
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i. Escalator for Portion of ACM Removal that Pushed Back to 2021	\$ (1,295)	\$ (1,295)	
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Total	\$	(1,295)	
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Summary of Contingency

Original Contingency Amount Per Contract

Previous Changes to Contingency (From Change Order #4)

Changes to Contingency Per Above Summary

Current Contingency Amount	\$	7,748	
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Future Items or Costs to Be Aware of or Pending



Riviera – Phase I

Project Summary

September 13, 2021

Description	Original Schedule Value (CO4)	Current Schedule Value	Final Cost of Work	Savings (Added Cost)
Project Requirements	\$206,951	\$130,055	\$141,147	(\$11,092)
Subcontractors/Vendors	\$1,502,076	\$1,422,156	\$1,446,395	(\$24,239)
Contingency	\$169,244	\$69,244	\$61,496	\$7,748
Labor and Performance Bond	\$32,920	\$32,920	\$32,920	\$0
Architecture and Construction Mgmt. Fee	<u>\$259,931</u>	<u>\$251,931</u>	<u>\$227,116</u>	<u>\$24,815</u>
Totals	\$2,171,122	\$1,906,306	\$1,909,074	(\$2,768)

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 27405

To City of Lake Geneva
Owner: 626 Geneva Street

Project: 4453- The Riviera

Application No. : 9

Distribution to :

☐ Owner
☐ Architect
☐ Contractor
☐
☐

Lake Geneva, WI 53147

Period To: 9/13/2021

From Contracto MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Via Architect: Anne E. Krogstad, AIA

Project Nos: 4453

Contract For: Building Improvements

Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

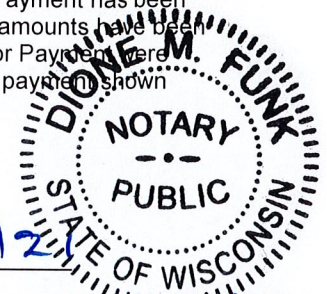
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,909,074.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$1,909,074.00
4. Total Completed and Stored To Date	\$1,909,074.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,909,074.00
7. Less Previous Certificates For Payments	\$1,868,136.00
8. Current Payment Due	\$40,938.00
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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

CONTRACTOR: MSI General Corporation

By: [Signature] Date: 9/10/21State of: Wisconsin
Subscribed and sworn to before me this 10th
Notary Public: Dionne M. Funk
My Commission expires: 08/23/21County of: Wauchesa
day of September, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 40,938.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Anne Krogstad Date: 9/10/21

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

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9

Application Date : 09/13/21

To: 09/13/21

Architect's Project No.: 4453

Invoice # : 27405

Contract : 4453- The Riviera

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	The Riviera	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2001	Change Order #1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2002	Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2003	Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2004	Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2005	Change Order #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2006	Change Order #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2007	Change Order #7	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2008	Change Order #8	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2009	Change Order #9	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2003-106	CO3 Supervision	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00%	0.00	
2003-185	CO3 Insurance	164.00	164.00	0.00	0.00	164.00	100.00%	0.00	
2003-190	CO3 Project Management	625.00	625.00	0.00	0.00	625.00	100.00%	0.00	
2003-200	CO3 Marine Survey	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00%	0.00	
2003-244	CO3 Asbestos Testing	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00%	0.00	
2004-106	CO4 Supervision	49,271.00	49,271.00	0.00	0.00	49,271.00	100.00%	0.00	
2004-109	CO4 Pavers Protection - Allowance	7,500.00	6,750.00	750.00	0.00	7,500.00	100.00%	0.00	
2004-110	CO4 State Permits including Historical Review	16,251.00	12,000.00	4,251.00	0.00	16,251.00	100.00%	0.00	
2004-112	CO4 Construction Electric	6,999.00	6,027.00	972.00	0.00	6,999.00	100.00%	0.00	
2004-113	CO4 Temp Heat - Allowance	15,000.00	14,369.00	631.00	0.00	15,000.00	100.00%	0.00	
2004-114	CO4 Winter Conditions - Allowance	2,001.00	1,500.00	501.00	0.00	2,001.00	100.00%	0.00	
2004-117	CO4 Job Trailer	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00%	0.00	
2004-118	CO4 Dumpsters	6,050.00	5,552.00	498.00	0.00	6,050.00	100.00%	0.00	
2004-121	CO4 General Cleaning	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%	0.00	
2004-122	CO4 Final Cleaning	8,499.00	8,499.00	0.00	0.00	8,499.00	100.00%	0.00	
2004-125	CO4 Temp Fence	6,000.00	5,050.00	950.00	0.00	6,000.00	100.00%	0.00	
2004-126	CO4 Temp Storage Trailers	2,001.00	1,500.00	501.00	0.00	2,001.00	100.00%	0.00	
2004-127	CO4 Temp Railings	1,500.00	1,125.00	375.00	0.00	1,500.00	100.00%	0.00	
2004-129	CO4 Temp Toilets	600.00	530.00	70.00	0.00	600.00	100.00%	0.00	
2004-130	CO4 Knox Box	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	
2004-133	CO4 Reproduction	1,002.00	977.00	25.00	0.00	1,002.00	100.00%	0.00	
2004-135	CO4 UPS - Allowance	501.00	476.00	25.00	0.00	501.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9

Application Date : 09/13/21

To: 09/13/21

Architect's Project No.: 4453

Invoice # : 27405

Contract : 4453- The Riviera

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
2004-137	CO4 Barriers & Enclosures	3,300.00	3,300.00	0.00	0.00	3,300.00	100.00%	0.00	
2004-138	CO4 Street Cleaning/Snow Removal	6,000.00	4,500.00	1,500.00	0.00	6,000.00	100.00%	0.00	
2004-139	CO4 Scaffolding/Shoring	153,380.00	146,872.00	6,508.00	0.00	153,380.00	100.00%	0.00	
2004-143	CO4 Temp Walk-off Mats	1,002.00	750.00	252.00	0.00	1,002.00	100.00%	0.00	
2004-144	CO4 Finishes Protection - Allowance	4,002.00	3,279.00	723.00	0.00	4,002.00	100.00%	0.00	
2004-146	CO4 As-Built CD's	1,500.00	750.00	750.00	0.00	1,500.00	100.00%	0.00	
2004-155	CO4 Job Sign	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	
2004-156	CO4 Temp Signage	750.00	50.00	700.00	0.00	750.00	100.00%	0.00	
2004-185	CO4 Insurance	16,683.00	16,683.00	0.00	0.00	16,683.00	100.00%	0.00	
2004-187	CO4 Structural Steel Design	7,500.00	6,600.00	900.00	0.00	7,500.00	100.00%	0.00	
2004-190	CO4 Project Management	26,000.00	25,740.00	260.00	0.00	26,000.00	100.00%	0.00	
2004-243	CO4 Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	
2004-400	CO4 Masonry Tuckpointing	309,701.00	309,701.00	0.00	0.00	309,701.00	100.00%	0.00	
2004-500	CO4 Structural Steel - Fabrications	8,000.00	6,244.00	1,756.00	0.00	8,000.00	100.00%	0.00	
2004-600	CO4 Carpentry	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	
2004-750	CO4 Roofing Clay Tile/Conc Tile	488,855.00	488,855.00	0.00	0.00	488,855.00	100.00%	0.00	
2004-800	CO4 Glass & Glazing	470,040.00	470,040.00	0.00	0.00	470,040.00	100.00%	0.00	
2004-900	CO4 Painting	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
2005-106	CO5 Supervision Savings from Seawall/ACM Surveys	-630.00	-630.00	0.00	0.00	-630.00	100.00%	0.00	
2005-145	CO5 Builders Risk Certificate	1,595.00	1,595.00	0.00	0.00	1,595.00	100.00%	0.00	
2005-800	CO5 Glass & Glazing - Net Change	-3,755.00	-3,755.00	0.00	0.00	-3,755.00	100.00%	0.00	
2006-100	CO6 Credit Unused Project Requirements To Date	-18,101.00	-18,101.00	0.00	0.00	-18,101.00	100.00%	0.00	
2006-750	CO6 Credit Unused Roof Underlayment	-1,710.00	-1,710.00	0.00	0.00	-1,710.00	100.00%	0.00	
2007-400	CO7 Masonry Credit Not Lowering Windows etc....	-58,723.00	-58,723.00	0.00	0.00	-58,723.00	100.00%	0.00	
2007-800	CO7 Credit Not Lowering Windows	-15,732.00	-15,732.00	0.00	0.00	-15,732.00	100.00%	0.00	
2009-100	CO9 Add Project Requirements	11,092.00	0.00	11,092.00	0.00	11,092.00	100.00%	0.00	
2009-200	CO9 Added Various Subcontractor Work	24,239.00	0.00	24,239.00	0.00	24,239.00	100.00%	0.00	
2003-9996	CO3 Perf Bond	820.00	820.00	0.00	0.00	820.00	100.00%	0.00	
2003-9999	CO3 Contractors Fee	1,327.00	1,327.00	0.00	0.00	1,327.00	100.00%	0.00	
2004-1520	CO4 Plumbing	5,000.00	4,317.00	683.00	0.00	5,000.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9

Application Date : 09/13/21

To: 09/13/21

Architect's Project No.: 4453

Invoice # : 27405

Contract : 4453- The Riviera

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
2004-1600	CO4 Electrical	5,000.00	1,300.00	3,700.00	0.00	5,000.00	100.00%	0.00	
2004-9996	CO4 Performance Bond	32,100.00	32,100.00	0.00	0.00	32,100.00	100.00%	0.00	
2004-9997	CO4 Arch/Engineering	101,546.00	101,546.00	0.00	0.00	101,546.00	100.00%	0.00	
2004-9998	CO4 Contingency	169,244.00	161,496.00	7,748.00	0.00	169,244.00	100.00%	0.00	
2004-9999	CO4 Contractor's Fee	157,058.00	153,917.00	3,141.00	0.00	157,058.00	100.00%	0.00	
2006-9998	CO6 Credit Unused Contingency	-108,000.00	-108,000.00	0.00	0.00	-108,000.00	100.00%	0.00	
2008-9999	CO8 Credit GC Savings	-59,760.00	-59,760.00	0.00	0.00	-59,760.00	100.00%	0.00	
2009-9997	CO9 Credit Unused Arch/Engineering	-24,815.00	0.00	-24,815.00	0.00	-24,815.00	100.00%	0.00	
2009-9998	CO9 Credit Unused Contingency	-7,748.00	0.00	-7,748.00	0.00	-7,748.00	100.00%	0.00	
Grand Totals		1,909,074.00	1,868,136.00	40,938.00	0.00	1,909,074.00	100.00%	0.00	0.00

**AIA**[®]**Document G701™ – 2017****Change Order****PROJECT:** *(Name and address)*The Riviera Phase 2
812 Wrigley Drive
Lake Geneva, WI 53147**CONTRACT INFORMATION:**Contract For: Historic Riviera Building
Improvements Project
Date: 7/27/18**CHANGE ORDER INFORMATION:**Change Order Number: 008

Date: 09/13/21**OWNER:** *(Name and address)*City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147**ARCHITECT:** *(Name and address)*MSI General Corporation
PO Box 7
Oconomowoc, WI 53066**CONTRACTOR:** *(Name and address)*MSI General Corporation
PO Box 7
Oconomowoc, WI 53066**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Riviera Phase 2 Per Attached Summary

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	4,424,460.00
The Contract Sum prior to this Change Order was	\$	4,424,460.00
The Contract Sum will be increased by this Change Order in the amount of	\$	206,020.00
The new Contract Sum including this Change Order will be	\$	4,630,480.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation

ARCHITECT *(Firm name)***SIGNATURE**Bert Zenker, Vice President - Design
Services**PRINTED NAME AND TITLE**

September 13, 2021

DATE

MSI General Corporation

CONTRACTOR *(Firm name)***SIGNATURE**Jay Craig, Vice President - Sr. Project
Executive**PRINTED NAME AND TITLE**

September 13, 2021

DATE

City of Lake Geneva

OWNER *(Firm name)***SIGNATURE**

David Nord, City Administrator

PRINTED NAME AND TITLE

September 13, 2021

DATE



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Riviera

Phase I and Phase II Project Summary

September 13, 2021

Original Conceptual Budgets:

MSI General Conceptual Budgets (Per Executive Summary Dated October 18, 2018)

Marine Investigation	\$20,962
ACM Testing and Removal	\$118,657
Roofing and Shell Combined	\$3,370,621
Mechanicals (MEPs)	\$1,427,368
Interior Alterations (Bid Tab)	<u>\$2,098,797</u>
Subtotal	\$7,036,405
Adjust for Better Tuckpoint	<u><\$87,350></u>
Projected Complete Cost	\$6,949,055

Actual Cost

Phase I Actual Cost	\$1,909,074
Phase II Actual Cost	<u>\$4,630,480</u>
Total Actual Cost	\$6,539,554

Savings Below Orig. Budget **<\$409,501>**

Historic Riviera Building Improvements Project Preliminary Budgets

Preliminary Budgets of Preconstruction and Improvements

October 18, 2018

Introduction/Preface

Please note that all of these numbers are Preliminary Budgets. We recognize that, as we are authorized, we will assemble Bid Packages containing plans, specifications and administrative details as required to competitively bid each of these aspects of the work.

Also, these budgets have been assembled with the goal of providing open communications and flexibility. We have assembled various options for phasing the work as if it is completed individually as “stand alone” projects and/or combined with other aspects of the work.

Additionally we are providing, “Good, Better, Best” options within each aspect of the work. This includes for our Project Requirements (General Conditions) - items such as Supervision, Dumpsters, Permits, Cleaning, Safety, Temporary Heat, Job Trailer/Office, Protection, Etc.

Preliminary Budgets for Preconstruction Activities

Marine Investigations and ACM Survey and Work

Marine Investigations

The Preliminary Budget for Marine Investigations will be between \$15,078 and \$20,962. The work would include a 3-Man team and equipment as required to complete an underwater survey or investigation of how the 2013 Seawall Repairs are holding up as well as sounding and/or probing the piles/timbers that are supporting the pier system (or at least a representative sample of them). The crew has budgeted two (2) 10 hour days to complete this work. A report, along with video and records, will be provided upon completion.

Asbestos Containing Materials (ACM)/Lead Paint Survey & Work

The Preliminary Budget for the ACM Survey and Work will be between \$76,857 and \$118,657. Please note that these numbers are very preliminary and will vary greatly depending on what the survey finds and to what extent those areas will be part of the work to be remodeled. Typically common locations we will find ACMs include window caulking, vinyl floor tiles (usually 8" x 8"), adhesives and mastics for flooring, and pipe fittings and insulation. The initial survey and testing of the samples will run between \$11,000 and \$18,000 and the abatement or encapsulation of the ACM/Lead Paint would be the remainder of the budgets.

Building Improvements

To provide the greatest degree of flexibility of budget and schedule we have assembled the following Preliminary Budgets: **Roofing Only; Shell Only; Roofing and Shell Combined; Mechanical, Electrical, Plumbing (MEP); Roofing, Shell and MEP Combined.**

Roofing Only

The Preliminary Budgets for Roofing are Good Option – Metal Roofing System - \$842,960; Better Option – Concrete Tile System - \$957,262 and Best Option – Clay Tile - \$1,238,224. These numbers include the Roofing and Project Requirements. Decision making criteria will be provided in a separate summary but considerations will include: Budget, Warranty, Expected Life, Installation Considerations, Repair Considerations, Durability and Appearance and Environmental.

It should be noted that the Preliminary Budget for the Metal Roofing System is an allowance at this time. It is based on the one possible material that has subsequently been turned down by the State Historical Office. We are investigating other options that may be acceptable and could perhaps be even less expensive than the preliminary budget.

Shell Only

The Preliminary Budgets for the remaining Shell work will be between \$1,244,873 and \$2,241,221. The remaining Shell work includes: Tuckpointing, repairs and replacements; Window repairs and/or replacement; Elevator modernization or replacement; North entry stairs and railings repair or replacement, South balcony walls, railings and deck repairs and/or replacement; structural underside concrete repairs, new terrace railings; incidental painting of lintels, metal fabrications, etc.

Roofing and Shell Combined

The Preliminary Budgets for Combining the Roofing and Shell work into one phase or mobilization will be between \$1,991,436 and \$3,370,621. The totals would depend on which option of which aspect is selected. The savings to the project would be between <\$87,703> to <\$108,824>. These come from more efficient use of the Project Requirements.

Mechanical, Electrical and Plumbing (MEPs)

The Mechanical, Electrical and Plumbing (MEPs) will include plumbing, site plumbing, fire protection, heating ventilation air conditioning (HVAC) and electrical. The Preliminary Budgets for this work will be between \$854,955 and \$1,427,368. The Good Option includes minimal work to upgrade the systems for the future. The Better Option adds to that scope. The Best Option would include all recommendations.

Roofing, Shell and MEPs Combined

The Preliminary Budgets for combining the Roofing, Shell and MEPs in one phase will be between \$2,745,492 and \$4,660,106. The savings to the project would be between <\$197,296> to <\$246,707>. Again, these come from more efficient use of the Project Requirements.

Interior Alterations

It should be noted that the above Preliminary Budgets DO NOT include work for Interior Alterations at this point. This is due to not having a clearly defined scope of work – especially for the programming of the 1st Floor concourse and shops area.

Riviera Renovations - Marine and ACM Surveys - Partial or Full Supervision - Job #4453

Cost Code	Description		Marine Survey		ACM & Lead Paint Survey	
			Partial Supervision	Full Supervision	Partial Supervision	Full Supervision
100	Project Requirements	A	\$0	\$0	\$0	\$0
101	Survey/topo - Historic Preservation Survey - Part of Architecture	A	\$0	\$0	\$0	\$0
102	Stake-Building	A	\$0	\$0	\$0	\$0
103	Soil-Test	A	\$0	\$0	\$0	\$0
104	Stake-Site	A	\$0	\$0	\$0	\$0
105	Stake-Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (Marine - 2 days; ACM - 3 days) \$85 per hour	C	\$680	\$1,360	\$1,020	\$2,014
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$0	\$0	\$0	\$0
110	State Permit - Exclude	C	\$0	\$0	\$0	\$0
110-01	State Permit for Historical Review- Exclude - assuming this will be with shell	C	\$0	\$0	\$0	\$0
111	Local Permit (\$10/\$1,000 val)	C	\$0	\$0	\$0	\$0
112	Construction Elect. - Assume that Owner will pay monthly energy bills	C	\$0	\$0	\$0	\$0
113	Temp-Heat - Allowance	C	\$0	\$0	\$0	\$0
114	Winter Conditions - Allowance for misc.	A	\$0	\$0	\$0	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$0	\$0	\$0	\$0
118	Dumpsters - (Roof Allowance of 6 Exchanges)	C	\$0	\$0	\$0	\$0
119	Concrete Testing - (4 sets)	C	\$0	\$0	\$0	\$0
120	Dry-Air System - Exclude - See Temp-Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning (1 x per month site clean)	C	\$0	\$0	\$0	\$0
122	Final Cleaning (site clean + Ball Room)	C	\$0	\$0	\$0	\$0
124	Dust Walls - Allowance	C	\$0	\$0	\$0	\$0
125	Temp Fence - (Allowance for base of scaffold or for closing access)	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers - Exclude	C	\$0	\$0	\$0	\$0
127	Temp Railings (Exterior would be part of scaffolding)	C	\$0	\$0	\$0	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$0	\$0	\$0	\$0
130	Knox Box - Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (5 shts x 12 sets + Specs)	C	\$0	\$0	\$0	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$0	\$0	\$0	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl- Scaffold)	C	\$0	\$0	\$0	\$0
138	Street Cleaning/Snow Removal/Snow Clearing from Roof	A	\$0	\$0	\$0	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk-Off Mats	A	\$0	\$0	\$0	\$0
144	Finishes Protection Allowance - Of Ball Room	A	\$0	\$0	\$0	\$0
146	As-Built CD's	C	\$0	\$0	\$0	\$0
155	Job Sign	C	\$0	\$0	\$0	\$0
156	Temp Signage	C	\$0	\$0	\$0	\$0
162	Sewer & Water fees - Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Manager (PM not Proj. Direct.) - (\$125/Hr)	C	\$250	\$500	\$375	\$750
185	Insurance	1%	\$104	\$114	\$60	\$74
187	Structural Steel Final Design - Exclude	0%	\$0	\$0	\$0	\$0
	Project Requirements		\$1,034	\$1,974	\$1,455	\$2,838
139	Scaffolding/Shoring - (Exclude if no Guttering)					
200	Sitework - (or Demo)					
200-01	Site Consulting - Marine Survey				\$0	\$0
	JF Brennan (2 - 10 hr days - 3 Man Team) - (\$14,200)		\$0	\$0	\$0	\$0
	Includes Mobilization and Report		\$0	\$0	\$0	\$0
	<i>Collins Engineering - Including Mobilization and Report</i>		<i>\$9,500</i>	<i>\$9,500</i>		
243	Demolition - (Stair/Selective)					
244	Asbestos Testing					
	Allowance for Testing		\$0	\$0	\$0	\$0
	Affordable Environmental - (\$7,500)				\$0	\$0
	Balestrieri (Elkhorn) - Bid Received Late		\$0	\$0	\$0	\$0
	Giles Engineering - (\$6,000)		\$0	\$0	\$0	\$0
	Indoor Air Quality - (\$6,200)		\$0	\$0	\$0	\$0
	JD Environmental (Delavan) - No Bid Received		\$0	\$0	\$0	\$0

	PSI (Professional Services Inc)		\$0	\$0	\$4,600	\$4,600
	Sigma Environmental Services - (\$5,400)		\$0	\$0	\$0	\$0
245	Asbestos Removal (Excluded)					
	Affordable Environmental		\$0	\$0	\$0	\$0
	Environmental Initiatives		\$0	\$0	\$0	\$0
	Integrity Environment		\$0	\$0	\$0	\$0
	PSI		\$0	\$0	\$0	\$0
400	Contingency					
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
169	Arch/Engineering	6.00%	\$0	\$0	\$0	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$0	\$0	\$0	\$0
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
	Contractor's Fee	8.00%	\$843	\$918	\$484	\$595
	Project Total with Fees and Contingency		\$11,377	\$12,391	\$6,539	\$8,033
	Performance Bond (50% of Cost of Bond)		\$134	\$185	\$686	\$873
	Project Total with Fees, Contingency and 50% of Bond		\$11,511	\$12,576	\$7,225	\$8,906

Riviera Renovations - Roof and Shell Preliminary Budget Options - Good - Better - Best - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically October - December, 2019					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/topo - Historic Preservation Survey - Part of Architecture	A	\$0	\$0	\$0	\$0
102	Snake-Building	A	\$0	\$0	\$0	\$0
103	Soil-Test	A	\$0	\$0	\$0	\$0
104	Snake Site	A	\$0	\$0	\$0	\$0
105	Snake-Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$7,500	\$7,500	\$7,500	\$0
110	State Permit (based on 15,346 sf)	C	\$1,250	\$1,250	\$1,250	\$0
110-01	State Permit for Historical Review	C	\$15,000	\$15,000	\$15,000	\$0
111	Local Permit (30x15346 or \$10/\$1,000 val)	C	\$40,000	\$40,000	\$40,000	\$0
112	Construction Elect. - Assume that Owner will pay monthly energy bills	C	\$7,000	\$7,000	\$7,000	\$0
113	Temp. Heat - Allowance	C	\$15,000	\$15,000	\$15,000	\$0
114	Winter Conditions - Allowance	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allow. Of 3; Roof Allow of 6)	C	\$3,900	\$3,900	\$3,900	\$0
119	Concrete Testing - (4 sets)	C	\$1,000	\$1,000	\$1,000	\$0
120	Dry Air System - Exclude - See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning	C	\$10,500	\$10,500	\$10,500	\$0
122	Final Cleaning	C	\$8,500	\$8,500	\$8,500	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence - (Allow. For Base of Scaffold)	C	\$5,500	\$5,500	\$5,500	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff.; Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box - Allowance	C	\$750	\$750	\$750	\$0
133	Reproduction (40 shts x 25 sets)	C	\$1,000	\$1,000	\$1,000	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl. Scaffold)	C	\$3,300	\$3,300	\$3,300	\$0
138	Street Cleaning/Snow Removal	A	\$6,000	\$6,000	\$6,000	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A	\$1,000	\$1,000	\$1,000	\$0
144	Finishes Protection Allowance	A	\$4,000	\$4,000	\$4,000	\$0
146	As-Built CD's	C	\$1,500	\$1,500	\$1,500	\$0
155	Job Sign	C	\$1,500	\$1,500	\$1,500	\$0
156	Temp Signage	C	\$750	\$750	\$750	\$0
162	Sewer & Water fees - Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Management (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$15,610	\$22,007	\$26,480	\$0
187	Structural Steel Final Design	0%	\$7,500	\$7,500	\$7,500	\$0
	Project Requirements		\$198,560	\$219,257	\$238,030	\$0
139	Scaffolding/Shoring - (Exclude if no Gutting)					
200	Sitework - (or Demo)					
243	Demolition - (Stair/Selective)					
	Monument Stairs to be Repaired vs. Replaced - See Concrete		\$0	\$0	\$0	\$0
	Monument Stair Removal		\$0	\$35,700	\$0	\$0
	Monument Stair Removal		\$0	\$0	\$35,700	\$0
300	Concrete					
	North Entry Stairs - Repair vs. Replace		\$25,000	\$0	\$0	\$0
	North Entry Stairs - Replace		\$0	\$74,550	\$0	\$0
	North Entry Stairs - Replace		\$0	\$0	\$74,550	\$0
	South Entry Balcony deck/metal Stairs - Needs to be Completed		\$22,874	\$22,874	\$22,874	\$0
			\$0	\$0	\$0	\$0
300/400	Concrete/Masonry (See Separate)					
300/400	Concrete Cutting/Coring (by trade)					
340	Precast - Architectural Sills/Band					
357	Curb & Cutter					
400	Masonry - Tuckpointing					
	Tuckpointing - (Including Scaffolding)		\$0	\$0	\$0	\$0
	Repair South Balc. Wall; Repoint and Clean; 25% Sills Caps; Downspouts		\$514,100	\$0	\$0	\$0
	Above Plus: Reconstruct South Balc.; 50% Sills; Partial Repair Banding		\$0	\$0	\$0	\$0
	Above Plus: Expanding Banding Repair Allowance; 100% Sills; Staining		\$0	\$0	\$819,250	\$0
500	Structural Steel - Fabrications					
	North Entry Stairs		\$49,613	\$49,613	\$49,613	\$0
	New railings at terrace walls		\$39,000	\$39,000	\$39,000	\$0
	South Balcony Railings		\$19,163	\$19,163	\$19,163	\$0
			\$0	\$0	\$0	\$0

510	Steel Erection - (or by Trade)					
600	Carpentry					
	Allow for Replacement of Underlayment (13,200sf x 10% = 1,320) - Conting.		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
700	Insulation - Upgrades					
711	Waterproofing -					
750	Roofing - (Clay Tile/Conc. Tile)					
	Metal Roof Allowance - If Acceptable		\$600,000	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Interstate Roofing - Concrete Tile		\$0	\$675,000	\$0	\$0
			\$0	\$0	\$0	\$0
	Renaissance - (if selection from Std Options)		\$0	\$0	\$880,000	\$0
			\$0	\$0	\$0	\$0
790	Caulking - (or by trade)					
800	Glass & Glazing					
	Heritage Glass- Allowance for Repairs/Seal		\$100,000	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Replacement with Storefront (similar)		\$0	\$275,750	\$0	\$0
			\$0	\$0	\$0	\$0
	Replacement with Winco Simulated Steel Sash Window		\$0	\$0	\$375,000	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
806	Automatic Entrances					
810	HM/Hard./Wd Drs - Custom Doors					
836	Specialty Doors/Counter Shutters					
900	Painting					
	Allowance for Lintels, Miscellaneous Metals, Etc.		\$15,750	\$15,750	\$15,750	\$0
			\$0	\$0	\$0	\$0
1420	Elevator & Convey Systems					
	Otis Elevator - Leave as Existing		\$0	\$0	\$0	\$0
	Modernization		\$0	\$71,663	\$0	\$0
	Replacement of Elevator w/ Roomless		\$0	\$0	\$85,000	\$0
	Removal of Existing Elevator		\$0	\$0	\$28,000	\$0
			\$0	\$0	\$0	\$0
	Total Cost		\$1,584,060	\$2,230,220	\$2,681,930	\$0
169	Arch/Engineering	6.00%	\$95,044	\$133,813	\$160,916	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$158,406	\$223,022	\$268,193	\$0
	Total Cost		\$1,837,509	\$2,587,055	\$3,111,038	\$0
	Contractor's Fee	8.00%	\$147,001	\$206,964	\$248,883	\$0
	Project Total with Fees and Contingency		\$1,984,510	\$2,794,020	\$3,359,921	\$0
	Performance Bond (50% of Cost of Bond)		\$6,926	\$9,285	\$10,700	
	Project Total with Fees, Contingency and 50% of Bond		\$1,991,436	\$2,803,305	\$3,370,621	\$0

Savings if Roofing and Shell are Combined

- \$96,397 - \$87,703 - \$108,824

Riviera Renovations - MEP Preliminary Budget Options - Good - Better - Best - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically October - December, 2019					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/Topo - Historic Preservation Survey	A	\$0	\$0	\$0	\$0
102	Stake Building	A	\$0	\$0	\$0	\$0
103	Soil Test	A	\$0	\$0	\$0	\$0
104	Stake Site	A	\$0	\$0	\$0	\$0
105	Stake Curb	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$7,500	\$7,500	\$7,500	\$0
110	State Permit - By Each MEP Trade	C	\$0	\$0	\$0	\$0
110-01	State Permit for Historical Review - Presuming this will be part of Shell	C	\$0	\$0	\$0	\$0
111	Local Permit - By Each MEP Trade	C	\$0	\$0	\$0	\$0
112	Construction Elect. - Assume that Owner will pay monthly energy bills	C	\$0	\$0	\$0	\$0
113	Temp. Heat - Allowance - Interior Work - Not Anticipated - Switch Over?	C	\$5,000	\$5,000	\$5,000	\$0
114	Winter Conditions - Allowance for Misc.	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude - Power Exists or by each trade		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allow. Of 3)	C	\$1,650	\$1,650	\$1,650	\$0
119	Concrete Testing - (4 sets)	C	\$0	\$0	\$0	\$0
120	Dry Air System - Exclude - See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning - Once per Month in addition to regular subs cleaning	C	\$3,600	\$3,600	\$3,600	\$0
122	Final Cleaning - For Final Cleaning of Rooms/Ballroom Upon Completion	C	\$5,000	\$5,000	\$5,000	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence - Exclude	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff.; Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box - Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (20 shts x 25 sets)	C	\$500	\$500	\$500	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl. Scaffolding)	C	\$0	\$0	\$0	\$0
138	Street Cleaning/Snow Removal	A	\$0	\$0	\$0	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk-Off Mats	A	\$0	\$0	\$0	\$0
144	Finishes Protection Allowance	A	\$1,000	\$1,000	\$1,000	\$0
146	As-Built CD's	C	\$1,000	\$1,000	\$1,000	\$0
155	Job Sign	C	\$750	\$750	\$750	\$0
156	Temp Signage	C	\$375	\$375	\$375	\$0
162	Sewer & Water fees - Fee for a 6" vs. a 4"	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Manager (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$6,730	\$10,026	\$11,240	\$0
187	Structural Steel Final Design	0%	\$0	\$0	\$0	\$0
	Project Requirements		\$73,605	\$91,201	\$106,715	\$0
1520	Plumbing					
	Lake Geneva Plumbing		\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$30,975	\$0	\$0	\$0
	Fixture and Equipment Upgrades/Replacement		\$54,075	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$0	\$32,813	\$0	\$0
	Fixture and Equipment Upgrades/Replacement - Replace all - manual		\$0	\$119,125	\$0	\$0
			\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$0	\$0	\$32,813	\$0
	Fixture and Equipment Upgrades/Replacement - Replace All with Sensored		\$0	\$0	\$139,125	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
1545	Site Plumbing					
	Trench Drain Work - Tie in Trench Drain		\$0	\$0	\$1,500	\$0
			\$0	\$0	\$0	\$0
	New 6" Service for Fire Protection		\$0	\$36,225	\$36,225	\$0
			\$0	\$0	\$0	\$0
1550	Fire Protection					
	Design Build Fire Pro		\$0	\$75,000	\$0	\$0
	Dry System(s) Attic(s)		\$0	\$15,000	\$0	\$0
	1st and 2nd Floor Areas - Wet Systems - Abv 40 Degrees		\$0	\$0	\$0	\$0
	6" Service, Stor; Connect,		\$0	\$0	\$0	\$0
	Alternate 1 - Remote FDC if required		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	KHR Budget (\$117,250)		\$0	\$0	\$117,250	\$0
			\$0	\$0	\$0	\$0
1554	Fire System Monitoring (With Electrical Scope)					
			\$0	\$0	\$0	\$0
1580	HV/AC					
	Vorpagel		\$0	\$0	\$0	\$0
	Variable Refrig. Flow Wtr. Source Heat Pump - Replaces AC and Condens.		\$388,500	\$0	\$0	\$0
	HDPE piping for Heat Rejection - Part of Above		\$0	\$0	\$0	\$0
	Energy Recovery Ventilation/Demand Cntrl. vent. For 8 upper level systems		\$0	\$0	\$0	\$0
	High Efficiency Boiler for Heat to Heat Panels, Radiant Ht., Domestic Wtr.		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Above Plus Radiant Floor Heat and Repl. Fan Coil Units Tenants/Ballrm.		\$0	\$470,400	\$0	\$0

	Above Plus WIFI Controls, Radiant Floor Ht in 1st Floor RR, Repl. Louvers		\$0	\$0	\$0	\$0
			\$0	\$0	\$494,300	\$0
			\$0	\$0	\$0	\$0
1591	Refrigeration/Coolers/Kitchen					
	Food Service Equipment Upgrades (with Interior Alterations)		\$0	\$0	\$0	\$0
1600	Electrical					
	Giraffe Electric (KHR + 12%)		\$102,600	\$0	\$0	\$0
	Phase 1 - Emerg. Egress Lighting (1,2), Sec. Lighting/Cameras, Voice/Data		\$0	\$0	\$0	\$0
	Switchgear cleanup, Fire Alarm Upgrades, Rescue Assist Area 2nd Floor		\$0	\$0	\$0	\$0
	Transformers cleanup, Stair Lighting		\$0	\$0	\$0	\$0
	Phase 2 - Above Plus Miscellaneous Remodeling (\$40 K)		\$0	\$142,900	\$0	\$0
	Elevator wiring, GFI for Winter Fest, Heat Tape Gutters		\$0	\$0	\$0	\$0
	Phase 3 - Upgrades, WIFI Controls, Data Ports, Etc.		\$0	\$0	\$0	\$0
	Phase 4 - LED Concourse Lighting, Ballroom Cove, Ballroom Fixtures		\$0	\$0	\$177,300	\$0
	See Interior Alterations		\$0	\$0	\$0	\$0
	Additional Allowance For HVAC Equipment Wiring		\$30,000	\$30,000	\$30,000	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
1603	Security/Communication - (With Electrical Scope)					
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Total Cost		\$679,755	\$1,012,664	\$1,135,228	\$0
169	Arch/Engineering	6.00%	\$40,785	\$60,760	\$68,114	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$67,976	\$101,266	\$113,523	\$0
	Total Cost		\$788,516	\$1,174,691	\$1,316,864	\$0
	Contractor's Fee	8.00%	\$63,081	\$93,975	\$105,349	\$0
	Project Total with Fees and Contingency		\$851,597	\$1,268,666	\$1,422,213	\$0
	Performance Bond (50% of Cost of Bond)		\$3,358	\$4,671	\$5,155	
	Project Total with Fees, Contingency and 50% of Bond		\$854,955	\$1,273,337	\$1,427,368	\$0

Riviera Renovations - Interior Alterations - Good - Better - Best Options - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically February - April, 2020					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/Topo—Historic Preservation Survey	A	\$0	\$0	\$0	\$0
102	Stake Building	A	\$0	\$0	\$0	\$0
103	Soil Test	A	\$0	\$0	\$0	\$0
104	Stake Site	A	\$0	\$0	\$0	\$0
105	Stake Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment—Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate—Allowance	A	\$0	\$0	\$0	\$0
110	State Permit (based on 15,346 sq ft)	C	\$1,250	\$1,250	\$1,250	\$0
110-01	State Permit for Historical Review	C	\$0	\$0	\$0	\$0
111	Local Permit (30x15346 or \$10/\$1,000 val)	C	\$10,000	\$15,000	\$20,000	\$0
112	Construction Elect.—Assume that Owner will pay monthly energy bills	C	\$7,000	\$7,000	\$7,000	\$0
113	Temp. Heat—Allowance—Will Have Permanent	C	\$0	\$0	\$0	\$0
114	Winter Conditions - Allowance	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator—Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allowance of 6 to 8)	C	\$3,300	\$3,850	\$4,400	\$0
119	Concrete Testing—(4 sets)	C	\$0	\$0	\$0	\$0
120	Dry Air System—Exclude—See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning - Include Portering Once a Week	C	\$10,500	\$10,500	\$10,500	\$0
122	Final Cleaning	C	\$8,500	\$8,500	\$8,500	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence—(Allow. For Base of Scaffold)	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff., Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box—Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (40 shts x 25 sets)	C	\$1,000	\$1,000	\$1,000	\$0
134	Electric/Gas/Data Fees—Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees—Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures	C	\$1,650	\$1,650	\$1,650	\$0
138	Street Cleaning/Snow Removal	A	\$0	\$0	\$0	\$0
139	Shoring—(See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance—Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A	\$1,000	\$1,000	\$1,000	\$0
144	Finishes Protection Allowance	A	\$4,000	\$4,000	\$4,000	\$0
146	As-Built CD's	C	\$1,500	\$1,500	\$1,500	\$0
155	Job Sign	C	\$1,500	\$1,500	\$1,500	\$0
156	Temp Signage	C	\$750	\$750	\$750	\$0
162	Sewer & Water fees—Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation—Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering—Exclude		\$0	\$0	\$0	\$0
179	Interior Design—(Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Management (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$11,361	\$12,336	\$16,492	\$0
187	Structural Steel Final Design	0%	\$3,750	\$3,750	\$3,750	\$0
	Project Requirements		\$107,561	\$128,386	\$152,392	\$0
122	Cleaning - (in Project Req.)					
139	Scaffolding/Shoring - (by Trade Requiring)					
200	Sitework - (or Demo)					
205	Silt Fence - (at Stair Replace? - Prob. No - Landlocked)					
243	Demolition - (Stair/Selective) Trench Drain Repair		\$8,500	\$8,500	\$8,500	\$0
244	Asbestos Testing					
245	Asbestos Removal (Incl. Above)					
260	Asphalt - ? - Patching?					
271	Fences & Gates - ? - Restor./Rep?					
280	Landscaping - ? - Restor/Repla					
281	Landscape Plan					
285	Lawn Sprinklers - ? Exist. Syst?					
300	Concrete Concrete Paving for Trench Drain Repair		\$32,300	\$32,300	\$32,300	\$0
300/400	Concrete/Masonry (See Separate)					
300/400	Concrete Cutting/Coring (by trade)					
340	Precast - Architectural Sills/Band					
357	Curb & Cutter					
400	Masonry - Tuckpointing					
500	Structural Steel - Fabrications					

1200	Southeast Steel Stair		\$14,900	\$14,900	\$14,900	\$0
1201	Stair Protection (for New Stairs)					
1202	Architectural Metal Panels					
1203	Stair Handrail (S.S.) (for Whole Room)					
1204	Finishes					
	General Finish Out Allowance -		\$0	\$0	\$0	\$0
	1st Floor Concourse and Restrooms		\$180,900	\$215,100	\$249,200	\$0
			\$0	\$0	\$0	\$0
	2nd Floor Restrooms		\$51,200	\$51,200	\$51,200	\$0
			\$0	\$0	\$0	\$0
	Ballroom - Ceiling Rem/Replace, Railings, Paint, Etc.		\$516,400	\$516,400	\$516,400	\$0
			\$0	\$0	\$0	\$0
	Tenant Storage Improvements		\$16,000	\$24,000	\$32,000	\$0
			\$0	\$0	\$0	\$0
	Mechanical Room Upgrades -		\$5,000	\$9,000	\$14,200	\$0
			\$0	\$0	\$0	\$0
1205	Paints & Walls					
1206						
1207	Upgrades for Countertops/Support Areas		\$16,300	\$16,300	\$16,300	\$0
1208	Countertops (Granite)					
1209	Countertops					
1210	Countertops (Granite) (One - Only)					
1211	Countertops					
1212	Countertops (for Restrooms)					
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1520	Plumbing					
1545	Site Plumbing					
	Connect Trench Drain		\$1,500	\$1,500	\$1,500	\$0
1550	Fire Protection					
	Allowance to Adjust/Move Heads		\$17,300	\$17,300	\$17,300	\$0
1554	Fire System Monitoring - See Electrical					
1580	HV/AC					
	Additional Ductwork/Remodeling		\$38,600	\$38,600	\$38,600	\$0
1591	Refrigeration/Coolers/Kitchen					
	Food Service Equipment Upgrades		\$0	\$0	\$59,850	\$0
1600	Electrical					
	Main Concourse Lighting		\$14,000	\$14,000	\$14,000	\$0
			\$0	\$0	\$0	\$0
	Replace Ballroom Cove Lighting		\$42,600	\$42,600	\$42,600	\$0
			\$0	\$0	\$0	\$0
	Replace Ballroom Lighting		\$38,100	\$38,100	\$38,100	\$0
			\$0	\$0	\$0	\$0
	Miscellaneous Electrical		\$30,000	\$30,000	\$30,000	\$0
			\$0	\$0	\$0	\$0
1603	Security/Communication					
	Total Cost		\$1,151,161	\$1,249,686	\$1,669,487	\$0
169	Arch/Engineering	6.00%	\$69,070	\$74,981	\$100,169	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$115,116	\$124,969	\$166,949	\$0
	Total Cost		\$1,335,346	\$1,449,636	\$1,936,605	\$0
	Contractor's Fee	8.00%	\$106,828	\$115,971	\$154,928	\$0
	Project Selling Price		\$1,442,174	\$1,565,607	\$2,091,534	\$0
	Performance Bond (50% of Cost of Bond)		\$5,218	\$5,607	\$7,263	\$0
	Project Total with Fees, Contingency and 50% of Bond		\$1,447,392	\$1,571,214	\$2,098,797	\$0

Riviera Phase 2
Summary of Contingency
Thru January 28, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
01 FWAN 10355 - Camering and Scanning of Entire Plumbing System	\$ (3,558)	\$ (3,558)	
02 FWAN 11472 - Required Demo - Exter. Soffits, Elevator Shaft, Fire and Security Grilles, Fire Hose Boxes, Additional Ceilings,	\$ (14,520)	\$ (14,520)	
03 FWAN 11473 - Jetting and Flushing Existing Piping Not Replaced	\$ (2,130)	\$ (2,130)	
04 FWAN 11474 - Sort/Review Doors and Hardware	\$ (900)	\$ (900)	
05 FWAN 11475 - City Water Main/Service Challenges - Total of 7 Items Works Plumbing (CO1) - Increase Water Main From 4" to 6" Works Plumbing (CO2) - Repair 8" Storm; Reloc. EWC; Repair 2" Snee Works Plumbing (CO3) - Wrk arnd 6 Pipes; Rep. 6" Sewer; Add Slurry Works Plumbing (CO4) - Remove Old Seawall Encountered/Backfill Works Plumbing (CO5) - Repair 2 Unmarked Irrigation Lines Works Plumbing (CO8) - Temp Patch With Concrete for Winterfest Joe DeBelak Plumbing - Refeed/Supply Building/Service From 104A	\$ (35,728) \$ (14,210) \$ (7,619) \$ (3,148) \$ (2,890) \$ (460) \$ (3,870) \$ (3,531)	\$ (35,728)	
06 FWAN 11476 - Addtl Demo of Unforeseen Plumbing - Concession Area	\$ (4,970)	\$ (4,970)	
07 Fire Alarm System - Temp Work to Maintain System	\$ (400)	\$ (400)	
08 Elevator CMU Shaft Reconstr. - Existing Elevator Shaft Not Usable	\$ (30,000)	\$ (30,000)	
09 Install New Below Slab Sanitary Sewer Throughout Building	\$ (60,777)	\$ (60,777)	
10 Backflow Preventors for Water to Pier and For Boiler	\$ (3,806)	\$ (3,806)	

Total		\$	(156,789)
Summary of Contingency			
Original Contingency Amount Per Contract		\$	-
Previous Changes to Contingency (From Change Order __)		\$	379,928
Changes to Contingency Per Above Summary		\$	(156,789)
Current Contingency Amount		\$	223,139
Future Items or Costs to be Aware of or Pending			
Works CO6 - Excessive Dewatering; Added Shoring; Winter Exc.	NTE \$15,000		
Works CO7 - Non-Oil Sump Crock with Alarm for Elevator Pit	NTE \$18,000		
Works CO9 - Work Around 4 Conduits; Deal With 2 Grade Beams	NTE \$16,000		
New Wood Doors, Frames and Hardware Throughout Riv. (18 in Contr.)	?		
Added Stud Walls/Insulation at Men's Room to Prevent Pipe Freeze	?		

Riviera Phase 2
Summary of Contingency - **Updated**
Thru March 01, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
1 Works Plumbing CO #6 - Excessive Dewatering, Shoring, Winter Cond. For Extra Work to dewater, shore, winter conditions (NTE \$15,000)	\$ (4,120)	\$ (4,120)	
2 Works Plumbing CO #7 - Non Oil Sump Crock for Elevator Pit Non-oil Sump Crock, with Alarm, for Elevator pit (NTE \$18,000)	\$ (16,875)	\$ (16,875)	
3 Adjustment to Cost for CO #8 - Patch With Concrete vs. Cold Patch \$3,870 was Approved Last Mo.; Total Cost came to \$6,960; Difference	\$ (3,090)	\$ (3,090)	
4 FWAN 11477 - Works Plumbing CO #9 - (original NTE was \$16,000) For working around 6 conduits and 2 Grade Beams; hydro-exc; slurry	\$ (12,445)	\$ (12,445)	
5 D & D Millwork - 100% New Doors and Hardware vs. Salvage/Refinish Doors were from different projects, styles, hardware, etc.	\$ (100,925)	\$ (100,925)	
6 Added Demo per Plan Revision #1 - Demo Shaft Liner, Demo and Removal of Metals/Other Debris in Surrounding Rooms	\$ (7,750)	\$ (7,750)	
7 FWAN 11479 - Wall Repair - Anchors, Chips, Jams (1,000+ locations)	\$ (21,975)	\$ (21,975)	
8 FWAN 11481 - Construct Shaft Liner Cap - Framing, Drywall, Firecaulk	\$ (3,935)	\$ (3,935)	
9 FWAN 11480 - Demo Duct Around Elevator for Sprinkler System	\$ (900)	\$ (900)	
Total	\$	(172,015)	

Summary of Contingency

Original Contingency Amount Per Contract	\$	379,928
Previous Changes to Contingency (Summary Thru 1-28-2021)	\$	(156,789)
Changes to Contingency Per Above Summary	\$	(172,015)

Current Contingency Amount	\$	51,124
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Future Items or Costs to be Aware of or Pending
FWAN 11483 - Bring water lines in from exterior wall

Riviera Phase 2

Summary of Contingency -
Thru March 22, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
1 FWAN 11483 - Bring water lines in from exterior wall Joe DeBelak Plumbing - Relocate 2nd Floor Kitchen Water Piping	\$ (1,708)	\$ (1,708)	
2 FWAN 11479 - Final Cost of Repairing/Patching Tile Walls Previous Contingency Use Was \$21,975. Actual \$23,640 for 394 Hours	\$ (1,665)	\$ (1,665)	
3 FWAN 11486 - Lower Sprinkler Heads Into Soffit Due to Duct Interference and Plan Changes	\$ (1,085)	\$ (1,085)	
4 FWAN 11484 - 1-4: Demo of Crown Molding, Trim and Bar; Eye Bolts This was not on scope of selective demolition plans	\$ (4,045)	\$ (4,045)	
5 FWAN 11490 - Provide Heat Tape of Plumbing Piping Below Three of Four Pavilions	\$ (6,460)	\$ (6,460)	
6 Electrical Work Associated with New Bar Work Disconnect of Power; Wiring of 4 GFI; 16' of LED Tape Light	\$ (1,875)	\$ (1,875)	
7 Toilet Partitions and Accessories: Extra Partitions; Less Access.; Mirrors	\$ (2,815)	\$ (2,815)	
Total	\$	(19,653)	

Summary of Contingency

Original Contingency Amount Per Contract	\$	379,928
Previous Changes to Contingency (Summary Thru 03-01-2021)	\$	(328,804)
Changes to Contingency Per Above Summary	\$	(19,653)
Current Contingency Amount	\$	31,471

Future Items or Costs to be Aware of or Pending
FWAN 11481.2 - Removal of Ballroom Floor - NIC of Demo or Flooring Est. \$5,000 - \$7,500

Riviera Phase 2

Summary of Contingency -
Thru April 12, 2021

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

Summary of Contingency

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

Future Items or Costs to be Aware of or Pending

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

Riviera Phase 2

Summary of Contingency -

Thru May 10, 2021

Description of Contingency Item	Sub Number	Cost of Change	Disposition
1 FWAN 11494 - Wall Repair for Paint (above ceiling repair per Fire Insp.)	\$ (5,800)	\$ (5,800)	
2 FWAN 11496 - Copper Flashings to Install Brick Face Work (200')	\$ (1,712)	\$ (1,712)	
3 FWAN 11497 - Create and Prime 3 Collars for Chandelier/Fans @ Plaster	\$ (2,005)	\$ (2,005)	
4 FWAN 11499 - Replace all Plumbing for New Trench Drains Replace all piping from trench drain - was back-pitched and broken Reconnected drain line from the fountain and RDL from Riviera	\$ (13,668)	\$ (13,668)	
5 FWAN 11492 - Hang Framing and Plasterboard on Soffits Below the Pavillions. This is to Support the Plaster System	\$ (1,900)	\$ (1,900)	
Total	\$	(25,085)	

Summary of Contingency

Original Contingency Amount Per Contract	\$	379,928
Previous Changes to Contingency (Summary Thru 04-12-2021)	\$	(354,025)
Changes to Contingency Per Above Summary	\$	(25,085)
Current Contingency Amount	\$	818

Future Items or Costs to be Aware of or Pending



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 11/11/20
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,041,799.00
The new Contract Sum including this Change Order will be	\$	4,041,799.00

The Contract Time will be increased by One Hundred Eighty Two (182) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation
ARCHITECT *(Firm name)*
Bert Zenker
SIGNATURE
 Bert Zenker, Vice President - Design Services
PRINTED NAME AND TITLE
 November 11, 2020
DATE

MSI General Corporation
CONTRACTOR *(Firm name)*
Jay Craig
SIGNATURE
 Jay Craig, Vice President - St. Project Executive
PRINTED NAME AND TITLE
 November 11, 2020
DATE

City of Lake Geneva
OWNER *(Firm name)*
David Nord
SIGNATURE
 David Nord, City Administrator
PRINTED NAME AND TITLE
 November 11, 2020
DATE

Riviera Renovations-Phase 2-Interior Remodel and MEP Work-Proposed Options-Job #4453A							
Cust Code	Description		Submitted Bid	Good Options	Better Options	Best Options	Selected Option
	Mid-November 2020 - Mid-May 2021 - 70 Weeks						
100	Project Requirements (Primarily for 6 Mos) Mid-November 20 to Mid-May 21	A		\$0	\$0	\$0	\$0
101	Survey/Topo - Historic Preservation Survey - Already completed part of Arch.	A		\$0	\$0	\$0	\$0
102	Snake Building	A		\$0	\$0	\$0	\$0
103	Soil-Test	A		\$0	\$0	\$0	\$0
104	Snake Site	A		\$0	\$0	\$0	\$0
105	Snake Curb	A		\$0	\$0	\$0	\$0
106	Supervision (Partial Preconstruction - Full Time During Const) \$95 per hour	C		\$100,700	\$100,700	\$100,700	\$100,700
107	Grading	A		\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A		\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A		\$0	\$0	\$0	\$0
110	State Permit (based on 15,346 sf)	C		\$1,250	\$1,250	\$1,250	\$1,250
110-01	State Permit for Historical Review	C		\$7,500	\$7,500	\$7,500	\$7,500
111	720	C		\$0	\$0	\$0	\$0
112	Construction-Elect - Assume that Owner will pay monthly energy bills	C		\$0	\$0	\$0	\$0
113	Temp Heat - Allowance - Will Have Permanent - Some Equip while Switching	C		\$7,500	\$7,500	\$7,500	\$7,500
114	Winter Conditions - Allowance for Incidental (Winter heat Concrete, salt, etc)	A		\$5,000	\$5,000	\$5,000	\$5,000
115	Rendering - Part of Arch-Fees			\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude			\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month - \$450 transport), Or Room Rental Fee			\$3,600	\$3,600	\$3,600	\$3,600
118	Dumpsters - (Allowance of 16 to 24)	C		\$8,800	\$11,000	\$11,000	\$11,000
119	Concrete Testing - (4 sets)	C		\$2,000	\$2,000	\$2,000	\$2,000
120	Dry-Air System - Exclude - See Temp Heat	C		\$0	\$0	\$0	\$0
121	General Cleaning - Include Potting Once a Week	C		\$15,000	\$18,000	\$21,000	\$21,000
122	Final Cleaning	C		\$8,500	\$8,500	\$8,500	\$8,500
124	Dust Walls - Allowance - No need since all is being remodeled	C		\$0	\$0	\$0	\$0
125	Temp Fence - (Allow For North end to prevent access (after Winterfest))	C		\$3,500	\$3,500	\$3,500	\$1,500
126	Temp Storage Trailers	C		\$2,000	\$2,000	\$2,000	\$2,000
127	Temp Railings (Exter - Scaff - Inter - Elev)	C		\$3,500	\$3,500	\$3,500	\$3,500
128	Temp Roads	C		\$0	\$0	\$0	\$0
129	Temp Toilet (6 mov + move + multiple at times)	C		\$1,500	\$1,500	\$1,500	\$1,500
130	Knox Box - Allowance	C		\$850	\$850	\$850	\$850
133	Reproduction (40 slts x 25 sets)	C		\$600	\$800	\$800	\$800
134	Electro-Gas Data Fees - Exclude	A		\$0	\$0	\$0	\$0
135	UPS - Allowance	C		\$500	\$500	\$500	\$500
136	Impact Fees - Exclude	A		\$0	\$0	\$0	\$0
137	Barriers/Enclosures	C		\$3,650	\$3,650	\$3,650	\$3,650
138	Street Cleaning/Snow Removal (16 wks x 2 per wk - 32 x \$500 per event)	A		\$16,000	\$16,000	\$16,000	\$0
139	Scaffolding - (Exterior - Incidental for MEP Stair - Interior - Ballroom-Ceiling)	A		\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A		\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A		\$1,000	\$1,000	\$1,000	\$1,000
144	Finishes Protection Allowance	A		\$6,000	\$6,000	\$6,000	\$6,000
146	As-Built CDs	C		\$900	\$1,200	\$1,500	\$1,500
147	Environmental Assessment - Part of Phase 4 Work	C		\$0	\$0	\$0	\$0
155	Job Sign	C		\$1,500	\$1,500	\$1,500	\$1,500
156	Temp Signage	C		\$750	\$750	\$750	\$750
162	Sewer & Water fees - Exclude	A		\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A		\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude			\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legates) - Part of Architecture Fee			\$0	\$0	\$0	\$0
190	Project Mgmt (12 hrs/wk + 82 hrs of Preconst) (PM/Int PD/PE) \$125/Hr	C		\$19,250	\$49,250	\$49,250	\$49,250
185	Insurance	1%		\$20,950	\$29,211	\$32,637	\$31,210
187	Structural Steel Final Design	0%		\$3,750	\$3,750	\$3,750	\$3,750
	Project Requirements			\$276,050	\$290,011	\$298,937	\$281,610
122	Cleaning - (in Project Req.)						
139	Scaffolding/Shoring						
	Badger Ladder & Scaffold - Shored in MEP Rooms - Ballroom Ceilings			\$0	\$15,000	\$60,000	\$60,000
	(\$25,000 for Shoring and \$35,000 for Ballroom Ceiling)			\$0			\$60,000
200	Site Concrete Removal and Replacement - PCA 7						
	No Proposals Received - Scope Creep - Send out for Proposals - Allowance			\$0	\$0	\$0	\$0
	Good Option - 1,200 sf			\$0	\$17,000	\$0	\$0
	Better Option - 2,100 sf			\$0	\$0	\$21,000	\$0
	Best Option - 3,600 sf			\$0	\$0	\$0	\$36,000
				\$0	\$0	\$0	\$0
203	Undercutting Allowance - Excl.						
205	Silt Fence - (at Stair Replace? - Prob. No - Landlocked)						
243	Selective Interior Demo - Non-Masonry - PCA 1						
	100 Property Restoration - Not Complete - no Clngs, Ball Rm Clng, Mbrk, and			\$35,400	\$0	\$0	\$0
	Hcgg's Quality Resources - Complete with all item #'s per PCA			\$68,315	\$68,315	\$68,315	\$68,315
				\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0
243-01	Selective Interior Demo - Masonry - PCA 2						
	No Proposals Received - Will Send out for New Proposals - Allowance			\$0	\$0	\$0	\$0
	Allowance of 4 unit crew for 1 week - Plus Equipment			\$25,000	\$25,000	\$25,000	\$25,000
				\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0
245	Asbestos Abatement - PCA 3						
	Affordable Environmental			\$0	\$0	\$0	\$0
	Environmental Initiatives			\$0	\$0	\$0	\$0
	Integrity Environment			\$0	\$0	\$0	\$0
	Holtan			\$11,450	\$11,450	\$11,450	\$11,450
				\$0	\$0	\$0	\$0
260	Site Asphalt Paving - Incidental Patching - PCA 4						
	No Proposals Received - Scope Creep - Bid out in Spring When Scope Known			\$0	\$0	\$0	\$0
	Good Option - 10 SYD x 50 syd			\$500	\$500	\$0	\$0
	Better Option - 30 SYD x 15 syd			\$0	\$0	\$1,500	\$0
	Best Option - 60 SYD x 10 syd			\$0	\$0	\$0	\$2,000

271	Site-Work For Repair/Rehab of Dumpster Enclosure-PCA 5 No Proposals Received - Scope Creep - NIC - No Cost Included	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
280	Landscaping/Plantings/Irrigation or Drip System - PCA 6 Not part of project previously - Scope Creep - Part to Restore to Original American Landscape Trees on the Move	\$0	\$0	\$0	\$0	\$0
		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
		\$1,887	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
281	Landscape Plan					
285	Brick Pavers - Removal/Subbase Repair/Replace - PCA 8 American Landscape Trees on the Move	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300
		\$11,658	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
300	Front Entry Stair Removal and Replacement - PCA 9 No Proposals Received - Will Send out for New Proposals - Allowance Good Option - Stairs Remain, Tubing Attached, Shotcrete for Cover Better Option - Remove and Replace Best Option - Remove and Replace	\$0	\$0	\$0	\$0	\$0
		\$10,000	\$10,000	\$0	\$0	\$0
		\$0	\$0	\$110,000	\$0	\$0
		\$0	\$0	\$0	\$110,000	\$110,000
		\$0	\$0	\$0	\$0	\$0
300/400	Structural Glazed Tile - PCA 10 No Proposals Received - Will Send out for New Proposals - Allowance Good Option Better Option Best Option	\$0	\$0	\$0	\$0	\$0
		\$0	\$60,000	\$0	\$0	\$0
		\$0	\$0	\$80,000	\$0	\$0
		\$0	\$0	\$0	\$100,000	\$100,000
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
300/400	Concrete Cutting/Coring (by trade)					
340	Precast - Architectural Sills/Band - Part of Phase 1					
400	Masonry - Tuckpointing - Part of Phase 1					
500	Metal Fabrications - Steps/Railings - PCA 11 No Proposals Received - Will Send out for New Proposals - Allowance Consulted with Badger Railing for Allowances	\$0	\$0	\$0	\$0	\$0
		\$25,000	\$25,000	\$17,500	\$10,000	\$40,000
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
510	Steel Erection - (or by Trade)					
600	Carpentry - Rough - PCA 12 - Blocking for Accessories/Trim Hepp's Quality Resources	\$2,564	\$2,564	\$2,564	\$2,564	\$2,564
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
	Add allowance for Wood Blocking for Window Treatments - Excluded by BSI	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
605	Carpentry - Finish - PCA 13 - Install Doors/Hard/Trim/Access. Hepp's Quality Resources	\$17,686	\$17,686	\$17,686	\$17,686	\$17,686
		\$0	\$0	\$0	\$0	\$0
	Add allowance for Wood Trim Crown for Window Treatments	\$12,500	\$0	\$6,250	\$12,500	\$12,500
641	Millwork/Cabinetry - PCA 14 RJ Wood - Good Option - Rebuild the Existing with new Laminates. Better is To Remove and Replace with new Lam /SS. Best is to Remove and Replace with Higher Grade of Materials	\$0	\$14,010	\$21,870	\$39,260	\$39,260
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
700	Insulation - Upgrades - See Drywall PCA 22					
711	Waterproofing - Stop Seeping of Water into Existing Elev. Pit No Proposals Received - Pit is Existing - Allowance for Chemstop or Thomsol	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
		\$0	\$0	\$0	\$0	\$0
750	Roofing - (Clay Tile/Conc. Tile) - See Flag Poles					
790	Caulking - Joint Sealants - PCA 15 No Proposals Received - Mostly by Respective Trade - Allowance for Incal	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
800	Glass & Glazing - PCA 16 - Base Mirrors/Lites; Storefront Ackman Glass & Mirror - Mirrors and Door Lites Jefferson Glass - Mirrors and Door Lites - Better Best - Storefront Concource Concourse Storefront for Security Shatter Resistant (scope)	\$3,465	\$3,465	\$3,465	\$3,465	\$3,465
		\$4,670	\$0	\$13,444	\$13,444	\$13,444
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
806	Automatic Entrances - PCA 17 Nabco	\$4,600	\$4,600	\$4,600	\$4,600	\$4,600
		\$0	\$0	\$2,550	\$2,550	\$2,550
		\$0	\$0	\$0	\$0	\$0
810	HM/Hard/Wd Drs - Custom Doors - PCA 18 No Proposals Received - Will Send out for New Proposals - Allowance D&D Millwork - Late Proposal - Unit Price - Based on Condition Review Good Option - 4 Exterior - 25% Interior - 4 - 7 - 11 Better Option - 4 Exterior - 50% Interior Best Option - 4 Exterior - 100% Interior	\$0	\$0	\$0	\$0	\$0
		\$55,000	\$55,000	\$0	\$0	\$0
		\$0	\$0	\$20,000	\$0	\$0
		\$0	\$0	\$0	\$160,000	\$160,000

836	Specialty Doors/Roll Down Security Gates - PCA 19 No Proposals Received - Will Send out for New Proposals - Allowance Good Option - Existing to Remain, Better and Best to Replace. Concourse SF Allowance of 8 x \$4000 for Shelves - \$12,000 for Concourse - Scope Creep	\$0	\$0	\$0	\$0	\$0
836-01	Specialty Doors/Counter Shutters - PCA 20 No Proposals Received - Will Send out for New Proposals - Allowance At Shutter to Door Catering Room - Replace the Counter Shutter Good Option is Existing to Remain, Better and Best is to Replace	\$0	\$0	\$0	\$0	\$0
900	Painting - PCA 21 Cenatio Mona Lisa - Incomplete	\$0	\$86,775	\$82,625	\$84,400	\$84,400
902	Paint Touch up MSI General Estimate of Allowance	\$18,100	\$0	\$0	\$0	\$0
925	Studs, Drywall, Insulation, Plaster - PCA 22 No Proposals Received - Will Send out for New Proposals - Allowance Allowance for Drywall - Proposal Received Late from Applewood Good Option - Walls, Insulation, Drywall, 40 Hr Patch Allow. Bond Better Option - 1st Floor Ceilings Ballroom Ceilings - Drywall Tape and Finish Better Option - Drywall and Plaster Skim Coat - Drywall Plaster Best Option - 100% Plaster Ballroom Ceiling Insulation Allowance - 8'10" x 1'25" done x 5'	\$0	\$0	\$0	\$0	\$0
930	Hard Tile - (Wall Tile Restoration) - PCA 23 No Work - Epoxy Flooring, Glazed Wall Tile	\$17,760	\$17,760	\$17,760	\$17,760	\$17,760
950	Acoustical Ceiling Tile - PCA 24 Quality Ceilings	\$0	\$0	\$0	\$0	\$0
955	Wood Flooring - (Dance Floor) - PCA 25 Schmidt Custom Floors Wood Shoe	\$41,020	\$41,020	\$0	\$0	\$0
966	Soft Flooring - PCA 46 Nolan's - Incorrectly quoted Vestibule - Using Unit Pricing for Elevator Floor and incidental base repair where needed - Allowance for Shops to patch ex	\$0	\$0	\$21,420	\$0	\$0
960	Terrazzo Restoration/Grind-Seal - PCA 26 - See I-101, I-102 Concrete Specialties Midwest, Inc. - (epoxy proposal below) Floorcare USA - (epoxy proposal below) Keyco Inc. - Grinding and Cleaning and resealing of terrazzo and sealer L&A Crystal - Grinding and Cleaning and resealing of terrazzo and sealer	\$0	\$0	\$0	\$138,400	\$138,400
965	Floor Prep MSI General Estimate	\$30,630	\$30,630	\$30,630	\$30,630	\$30,630
981	Epoxy Floors - PCA 27 - See I-101, I-102 Concrete Specialties Midwest, Inc. Floorcare USA Keyco Inc. (primarily grinding and cleaning terrazzo and sealer above) L&A Crystal (primarily grinding and cleaning terrazzo and sealer above)	\$0	\$0	\$0	\$0	\$0
1000	Toilet Partitions/Accessories - PCA 28 Best Specialties - Baked Enamel F&I with full Accessories FO (*2-US) Best Specialties - Plastic Laminate F&I with full Accessories FO (*24-US) Best Specialties - Solid Plastic (standard colors) F&I with Full Access FO (12)	\$29,400	\$29,400	\$0	\$0	\$0
1025	Fire Extinguishers - PCA 29 Best Specialties - Allowance of 3 per floor	\$29,755	\$0	\$1,674	\$1,674	\$1,674
1035	Flag Poles - Including Roofing Cost - PCA - 30 Flag Center - Wauwatosa, Good Option - No Poles, Bldg/Ext 1 - 12' Poletech - New York, Good Option - No Poles, Bldg/Ext 1 - 12' Allowance for Installation and Flags Mtl Fabr. Sleeves for Stumps, Flags, etc Allowance for Roofing Work - Clay Tile - 1 Man 2 Traps Supervise Install *Note, approximate cost for roofer for 1 visit is \$1,500 - Scope Creep	\$0	\$0	\$0	\$0	\$0
1040/45	Interior/Exterior Signage - PCA 45 Banner Sign and Lighting Company - 17 Assorted Custom Routed Cedar Signs - Installation - (Portion of \$4,500 - \$0-\$0 with drawings) - Labor and Performance Bond - Not applicable - 6 Exterior Misc. wording, 10 Interior Misc. wording - see proposal photos Interior Concourse Tenant Signage Allowances - Good Option - 8 black signs vinyl text - Better Option - 8 Black bond signs with dimensional lettering - Best Option - 8 Custom non-illuminated sign cabinets with dimensional and vinyl text - Bond allowance for signage - (7% approximately)	\$19,225	\$19,225	\$0	\$0	\$0
1047	Awnings - PCA 31 Banner Sign and Lighting Company - Frame and Sunbrella Fabric - Scope Creep	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
		\$0	\$0	\$0	\$0	\$0
		\$3,960	\$0	\$3,960	\$3,960	\$3,960
		\$1,585	\$0	\$0	\$0	\$0
		\$0	\$0	\$8,000	\$8,000	\$8,000
		\$0	\$0	\$1,000	\$1,000	\$3,000
		\$10,885	\$10,885	\$10,885	\$10,885	\$10,885
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
		\$7,010	\$7,010	\$0	\$0	\$0
		\$13,610	\$0	\$13,610	\$0	\$0
		\$25,610	\$0	\$0	\$25,610	\$25,610
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$1,200	\$1,200	\$1,200
		\$23,655	\$23,655	\$23,655	\$23,655	\$23,655

	- Installation - (Portion of \$1,590 - \$0-\$0 with signs)	\$0	\$0	\$0	\$0	\$0
	- Labor and Performance Bond - not applicable	\$0	\$0	\$0	\$0	\$0
	- Add Allowances to Upgrade Allowances for Better and Best - Fabric's Size	\$0	\$0	\$10,000	\$20,000	\$20,000
1104	Audio Visual Equipment - PCA 32					
	Good Option - Audio - 4 column speakers, 14 ceiling speakers, 2 subwoofers	\$82,114	\$82,114	\$0	\$0	\$0
	- Video - 1 Motorized projection screen, high output projector	\$0	\$0	\$0	\$0	\$0
	- Wireless Mics - 2 handheld wireless mics	\$0	\$0	\$0	\$0	\$0
	- System Inputs and Sources - 2 HDMI, 1 Bluetooth and 1/8"	\$0	\$0	\$0	\$0	\$0
	- Infrastructure and control - Wall mounted rack, 1 touch panel	\$0	\$0	\$0	\$0	\$0
	Better Option - Audio - 4 column speakers, 14 ceiling speakers, 2 subwoofers	\$0	\$0	\$92,365	\$0	\$0
	- Video - 1 Motorized projection screen, high output projector	\$0	\$0	\$0	\$0	\$0
	- Wireless Mics - 2 handheld wireless mics, 2 belt worn lavaliar packs	\$0	\$0	\$0	\$0	\$0
	- System Inputs and Sources - 2 HDMI, 1 Bluetooth and 1/8", Bluetooth	\$0	\$0	\$0	\$0	\$0
	- Infrastructure and control - Wall mounted rack, 1 touch panel	\$0	\$0	\$0	\$0	\$0
	Best Option - Audio - 4 clm spkrs, 14 clng spkrs, 2 shwfrs, column extensions	\$0	\$0	\$0	\$112,462	\$112,462
	- Video - 1 Motorized proj. scrn (amb light rejecting fabric), hi out. projector	\$0	\$0	\$0	\$0	\$0
	- Wireless Mics - 4 handheld wireless mics, 2 belt worn lavaliar packs	\$0	\$0	\$0	\$0	\$0
	- System Inputs and Sources - 2 HDMI, 1 Bluetooth and 1/8", Bluetooth	\$0	\$0	\$0	\$0	\$0
	- Infrastructure and control - Wall mounted rack, 2 touch panels, iPad Ltr.	\$0	\$0	\$0	\$0	\$0
	Estimated Labor and Performance Bond Costs - Addl (1.5%)	\$0	\$0	\$0	\$0	\$0
1219	Furniture/Furnishings - PCA 33					
	No Proposals Received - Scope Creep - NIC - No Cost Included	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
1220	Window Treatments - PCA 34					
	BSI (Building Service Inc.) - Motorized Mecho Roller Shades	\$45,195	\$45,195	\$45,195	\$45,195	\$45,195
	- Remove existing drapery and rods	\$0	\$0	\$0	\$0	\$0
	- FRI 34 Motorized Mecho Roller Shades w/ Prefin. metal fascia, 2 Remotes	\$0	\$0	\$0	\$0	\$0
	- Mecho Fabric series #1300 5% light openness factor (1% should be sim.)	\$0	\$0	\$0	\$0	\$0
	Allowance for Upgrade to Valence/Pocket in Carpentry - Drapery Panels	\$0	\$0	\$12,500	\$20,000	\$20,000
1300	Food Service Equipment - PCA 44					
	Boelter, LLC: Cabinet, Cart, Refrig, Beer, DW, Disp. 2 Ice, Install	\$61,020	\$61,020	\$61,020	\$61,020	\$0
	Fein Brothers: DW, Refrig, Cabinet, Cart, Beer, 2 Ice, Disp. Install	\$61,064	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
1420	Elevator & Convey Systems - PCA 35					
	Otis Elevator - holeless, machine room-less, 2100 lb, see Spec sheet	\$85,000	\$0	\$0	\$0	\$85,000
	- Removal of existing elevator	\$28,000	\$0	\$0	\$0	\$28,000
		\$0	\$0	\$0	\$0	\$0
	Schindler - holeless, machine room-less, 2100 lb, see Spec sheet	\$99,800	\$99,800	\$99,800	\$99,800	\$0
	- Removal is included in above number	\$0	\$0	\$0	\$0	\$0
1520	Plumbing - PCA 36					
	Good, Better and Best Options are all Similar Pricing	\$0	\$0	\$0	\$0	\$0
	Joe DeBekak	\$0	\$0	\$0	\$0	\$0
	(Allowance for Floor Demo and Pour \$5,820)	\$95,644	\$95,644	\$95,644	\$95,644	\$95,644
	Works Plumbing	\$0	\$0	\$0	\$0	\$0
	(Allowance for Floor Demo and Pour \$6,400)	\$114,655	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
	Additional Cost to Radar and Scan/Remove and Replace Floor (peace of mind)	\$0	\$10,000	\$10,000	\$10,000	\$10,000
1545	Site Plumbing - PCA 37 - (Watermain Optional Cost)					
	Works Plumbing	\$0	\$0	\$0	\$0	\$0
	Trench Drain	\$4,573	\$4,573	\$4,573	\$4,573	\$4,573
	6" Ductile Iron Service - At Existing Location, 1 Fire Hydrant Included	\$0	\$0	\$226,710	\$226,710	\$226,710
		\$0	\$0	\$0	\$0	\$0
1550	Fire Protection - PCA 38 - (Optional Cost - Not Required)					
	Good Option - No System - Grandfathered	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
	Better Option - NFPA 11, Attic Space, Dry System (no conc. Heads, standp.)	\$129,977	\$0	\$129,977	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
	Best Option - NFPA 11, Attic Space, Dry System, Concealed Heads, Standpipes	\$0	\$0	\$0	\$0	\$0
	Design Build Fire Protection	\$171,100	\$0	\$0	\$0	\$0
	Monona Fire Protection - THIS PROPOSAL WAS RECEIVED LATE	\$197,695	\$0	\$0	\$0	\$0
	Total Mechanical - Fire Protection	\$181,930	\$0	\$0	\$0	\$0
	USA Fire Protection	\$139,953	\$0	\$0	\$139,953	\$139,953
		\$0	\$0	\$0	\$0	\$0
1554	Fire Alarm System - PCA 43 - All options are for Code Comp.					
	Giraffe Electric	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
	Lenberg Electric	\$40,000	\$0	\$0	\$0	\$0
1580	HVAC - PCA 39					
	No Proposals Received - Will Send out for New Proposals - Allowance	\$0	\$0	\$0	\$0	\$0
	For completeness of proposal purposes, Using Orig. Budgets - 10%	\$0	\$0	\$0	\$0	\$0
Good	Variable Refrig. Flue Wtr. Source Heat Pump - Replaces AC and Condens.	\$388,500	\$427,350	\$0	\$0	\$0
	HDPE piping for Heat Rejection - Part of Above	\$0	\$0	\$0	\$0	\$0
	Energy Recovery Ventilation/Demand Ctrl. vent. For Supply level systems	\$0	\$0	\$0	\$0	\$0
	High Efficiency Boiler for Heat to Heat Panels, Radiant Hts., Domestic Wtr.	\$0	\$0	\$0	\$0	\$0
Better	Above Plus Radiant Floor Heat and Repl. Fan Coil Units Tenants/Ballrm.	\$170,100	\$0	\$517,440	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
Best	Above Plus WFT Controls, Radiant Floor Ht in 1st Floor RR, Repl. Louvers	\$191,300	\$0	\$0	\$543,730	\$543,730
		\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
1601	Data/Telecommunications - PCA 41					
	Giraffe - WiFi Access Points, Upgrade Receipt to Comb USB Raceway	\$30,300	\$30,300	\$30,300	\$30,300	\$30,300
	Lenberg - No Description of work	\$20,000	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0
1600	Electrical - PCA 40					
	Giraffe Electric	\$0	\$0	\$0	\$0	\$0
	Good Option - Emerg. Egress, Service to Switchgear, HVAC, Elevator, ARA	\$171,925	\$171,925	\$0	\$0	\$0
	1 Exit, GF LED Lighting Reno., Ballroom, Etc. Destrct. Dco Ext., Install	\$0	\$0	\$0	\$0	\$0
	Chandelier, Motorized Shades, Plumbing, Heat Tape, Demo, Temp Food	\$0	\$0	\$0	\$0	\$0
	Better Option Adds - Upgrade Emerg. Egress, Upgrade Fixtures and Heat Tape	\$0	\$0	\$190,025	\$0	\$0

	Best Option Adds Higher Upgrades for Fixtures		\$0	\$0	\$0	\$207,825	\$207,825
	Lemberg Electric		\$0	\$0	\$0	\$0	\$0
	Good Option - Clean, Test, Label, Lighting (see breakout), HVAC, Plumbing, Sprinkler, Kitchen, ARA, Demo, Temp, Permit, Lih.		\$210,988	\$0	\$0	\$0	\$0
	Better Option - Add \$25,000 - would be \$265,988		\$0	\$0	\$0	\$0	\$0
	Best Option - Add \$125,000 - would be \$365,988		\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0
1603	Security/Cameras Systems - PCA 42						
	Good Option - Exterior Only		\$0	\$0	\$0	\$0	\$0
	Giraffe Electric		\$15,000	\$15,000	\$0	\$0	\$0
	Lemberg Electric		\$25,000	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0
	Better and Best - Exterior and Interior		\$0	\$0	\$0	\$0	\$0
	Giraffe Electric		\$30,000	\$0	\$30,000	\$30,000	\$30,000
	Lemberg Electric		\$50,000	\$0	\$0	\$0	\$0
	Total Cost			\$2,119,652	\$2,954,070	\$3,300,110	\$3,166,063
169	Arch/Engineering	6.00%		\$127,179	\$177,244	\$198,007	\$189,964
123	Contingency - Contingency Amount Increased to 12% vs. 10%	12.00%		\$254,358	\$354,488	\$396,013	\$379,928
	Total Cost			\$2,501,189	\$3,485,803	\$3,894,130	\$3,735,954
	Contractor's Fee	8.00%		\$200,095	\$278,864	\$311,530	\$298,876
	Project Selling Price			\$2,701,284	\$3,764,667	\$4,205,660	\$4,034,831
	Performance Bond (50% of Cost of Bond)			\$5,218	\$5,607	\$7,263	\$6,968
	Project Total with Fees, Contingency and 50% of Bond			\$2,706,502	\$3,770,274	\$4,212,923	\$4,041,799

August Estimate Forwarded

\$2,574,666 \$1,481,101 \$4,152,887

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 02/09/2021
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

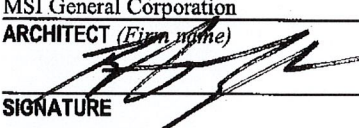
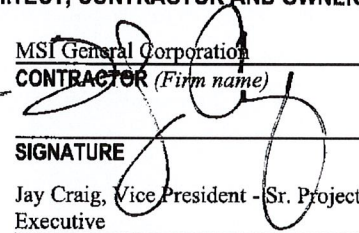
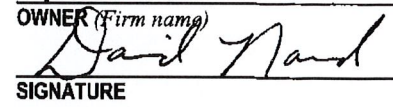
The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	4,041,799.00
The Contract Sum prior to this Change Order was	\$	4,041,799.00
The Contract Sum will be increased by this Change Order in the amount of	\$	83,586.00
The new Contract Sum including this Change Order will be	\$	4,125,385.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE February 9, 2021 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE February 9, 2021 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE February 9, 2021 DATE
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MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Proposed Owner Change Order #2

1/28/21

Job #4453A

Riviera Phase 2

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

Approved Rejected

2	Separate Minimal Services to Each Tenant Space				
	Joe DeBelak - Sanitary - 8 - 3" stubs plus sawcut/pourback	\$6,362	\$7,253		
	Joe DeBelak - Water - 7 - Valve Stubs, 1" CPVC Pipe/Fittings	\$7,700	\$8,778		
	Joe DeBelak - Vent - PVC Vent Pipe, Coring, Firestops	\$5,397	\$6,153		
	Giraffe Electric - 100 amp Panel; 125 amp - 3 ph for Concess.	\$13,560	\$15,458		
	Project Requirements	\$0	\$0		
Grand Total:			\$37,642	☒	☐
3	Two (2) Foot Wash Stations Northwest of Entrance				
	Joe DeBelak - Plumbing for Two (2) Footwash Stations	\$7,661	\$8,734		
	Hassinger - Concrete Patching Allowance - Handle with Site	\$0	\$0		
	Asphalt Patching Allowance - Handle with Site Work	\$0	\$0		
	Project Requirements	\$0	\$0		
Grand Total:			\$8,734	☒	☐
4	Plumbing - Needed Upgrades for Future Operations				
	Replace Hot Water Softener with Whole Building Softener	\$17,701	\$20,179		
	Replace and Upsize Grease Interceptor - Up to 125 Gallon	\$7,891	\$8,996		
	Repipe/Replace Kitchen Waste Piping/Redirect DW & Sinks	\$5,620	\$6,407		
	Demo/Cap/Abandon 5 Interior Hose Bibs per DPW	\$894	\$791		
	Project Requirements	\$0	\$0		
Grand Total:			\$36,373	☒	☐
5	HVAC Changes/Upgrades For Future Operations				
	Vestibule 100 - 2 Air Curtains; 2 Radiant Ceiling Panels	\$14,395	\$16,410		
	Gas Main Change - New Meter Location, New Gas Main	\$3,248	\$3,703		
	Exhaust Fans - Elevator, AV Room, Projector Enclosure	\$3,707	\$4,226		
	Ceiling Cassette Units - Add Outside Air, Add Break Metal	\$10,971	\$12,507		
	Boiler - Increase Size for Heat Below 4 Pavilions;	\$18,931	\$21,581		
	Vent Boiler Thru Chimney vs. Side Wall	\$6,198	\$7,066		
	Omit Air Conditioning in Concourse	(\$10,000)	(\$11,400)		
	Giraffe Electric - Wiring for Above and 2nd Floor Ballroom Pnl	\$34,780	\$39,626		
	Project Requirements	\$0	\$0		
Grand Total:			\$93,719	☒	☐
6	Omit the Balcony Stair Replacement				
	Badger Railing - Omit the Balcony Stair Replacement	(\$40,000)	(\$45,600)		
	CertaPro - Still Refresh the Paint on the Existing Stair	\$0	\$0		
	Project Requirements	\$0	\$0		
Grand Total:			(\$45,600)	☒	☐
7	Omit the Motorized Shades in the Ballroom				
	BSI - Cancel Contract for Motorized Shades	(\$45,195)	(\$51,522)		
	Giraffe Electric - Credit for the Wiring of the Motorized Shades	(\$14,000)	(\$15,960)		
	Project Requirements	\$0	\$0		
Grand Total:			(\$67,482)	☒	☐

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Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 03/09/2021
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

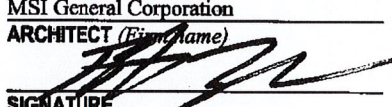
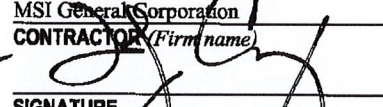
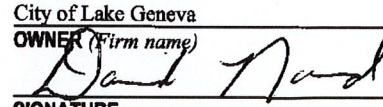
The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	4,125,385.00
The Contract Sum prior to this Change Order was	\$	4,125,385.00
The Contract Sum will be increased by this Change Order in the amount of	\$	274,816.00
The new Contract Sum including this Change Order will be	\$	4,400,201.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE March 9, 2021 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - St. Project Executive PRINTED NAME AND TITLE March 9, 2021 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE March 9, 2021 DATE
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MSI General Corporation
PO Box 7
Oconomowoc, WI 53068

Proposed Owner Change Order #3B

3/8/21

Job #4453A

Riviera Phase 2

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

Approved Rejected

9	Re-Engineer vs. Reconstruct the Front Entry Stairs		
	Badger - Eliminate the Shoring	(\$15,140)	(\$17,260)
	JH Hassinger - Eliminate the Demo and Repour of the Stairs	(\$89,940)	(\$102,532)
	Demo Allowance for Bottom 3 Treads and Repour	\$8,000	\$9,120
	Pure Mechanical - Radiant Tubes - No Change Anticipated	\$0	\$0
	Giraffe Electric - Electrical Work - No Change Anticipated	\$0	\$0
	CMR - Allowance for 4" Shotcrete - Not to Exceed	\$53,360	\$60,830
	Builder's Insulation - R-28 - 4" Applied	\$3,259	\$3,715
	Allowance for Recoat the Top Surface and Caulk	\$10,000	\$11,400
	Project Requirements - Misc. - Refund Bond Cost to JHH	\$3,000	\$3,420
Grand Total:		(\$31,306)	
10	Walls - Salvaged & Glazed Tile, Brick - Reduced Scope		
	Added Demo - Block	\$0	\$0
	Added Demo - Brick	\$0	\$0
	Added New Glazed Block -	\$0	\$0
	Added 4" Back-up Block Walls - (for brick and block)	\$0	\$0
	Infill of Two (2) Door Openings (Suite to Suite)	\$0	\$0
	Cut-in and Tooth In New Door Openings (Hallway)	\$0	\$0
	Added New Brick Walls - new Brick Walls - Vestibule	\$0	\$0
	Total of All of Above Items	\$178,795	\$203,826
	Credit for Additional Reductions to Scope of Work - 8 +/- Areas	(\$22,500)	(\$25,650)
Grand Total:		\$178,176	
11	Millwork Changes, Upgrades and		
	First Floor Restrooms - Upgrade Quartz Tops to Cambria	\$1,140	\$1,300
	FFR - Upgrade Exterior Support Aprons from Plam to Teak	\$2,150	\$2,451
	Second Floor Restrooms - Upgrade Quartz to Cambria	\$1,320	\$1,505
	SFR - Upgrade Exterior Support Aprons	\$1,775	\$2,024
	Bar - Add (2) Radius Ends, Cambria Upgrade, Added SS, FRP	\$2,860	\$3,260
	Ice Bins, Sink(s), Trash Receptacles, 2 Draft Beer Coolers	\$8,715	\$9,935
	Security Desk - Add Radius Corners, Upgrade Tops Cambria	\$2,575	\$2,936
	Project Requirements	\$0	\$0
Grand Total:		\$23,410	
12	Omit Rolling Coiling Security Grilles at Concession Areas		
	Wilde - Omit the Four (4) Coiling Security Grilles	(\$18,618)	(\$21,225)
	Project Requirements	\$0	\$0
Grand Total:		(\$21,225)	
13	Omit the Awnings from Scope of Work		
	Bauer Sign - Omit Awnings from Scope of Work	(\$43,655)	(\$49,767)
	Project Requirements	\$0	\$0
Grand Total:		(\$49,767)	

14	Acoustical Ceiling Tile - Add Acoustical Ceilings Back to Project		
	2x2 Vinyl Covered Sheetrock in Restrooms/Wet Areas	\$0	\$0
	2x2 Ultima Healthzone in 9/16 Grid In 2nd Floor Suite 1	\$0	\$0
	Total of Acoustical Ceiling Work	\$21,250	\$24,225
	Project Requirements	\$0	\$0
Grand Total:		\$24,225	
15	Plumbing Changes as Follows		
	Relocate Mop Sink from Room 100A to Closet 111A	\$2,569	\$2,929
	PR2 Changes - Credit Concession 110; RR Change; Icemakers	\$1,268	\$1,446
	2nd Floor Lav Faucet Upgrades	\$683	\$779
	Replace 2 Damage Spigots; Upgrade Floor Drains to Sand Trap	\$2,393	\$2,728
	Upgrade EWC to HAWS Unit with Bottle Filler	\$2,235	\$2,548
	Plumbing Work for Bar Changes	\$5,592	\$6,375
	Project Requirements	\$0	\$0
Grand Total:		\$16,804	
16	Miscellaneous HVAC and Electrical Changes		
	Pure Mechanical - Replace the 4 Exhaust Fans Upper Ballroom	\$4,940	\$5,632
	Giraffe Electric - Wiring for the 4 Exhaust Fan Replacements	\$800	\$912
	Upgrade Finish of Air Curtains from SS to Powder Baked	\$1,950	\$2,223
	Project Requirements	\$0	\$0
Grand Total:		\$8,767	
17	Options for Emergency Power Backup		
	Option 1 - Inverter - Ballroom and Mail Level Emergency Fixt.	\$25,760	\$29,366
	Option 2 - Generator - Emergency Lighting Only (\$55,000)	\$0	\$0
	Option 3 - Generator - Entire Building (\$280,000)	\$0	\$0
	Project Requirements	\$0	\$0
Grand Total:		\$29,366	
18	Upper Clerestory Brick Repair to Make Watertight		
	Renaissance - Remove and Replace Tile/Flashing for Repairs	\$37,000	\$42,180
	Badger - Scaffolding - Using On-Site Scaffolding	\$21,700	\$24,738
	Brick-it Materials	\$5,009	\$5,710
	Labor and Incidentals - Allowance - Not to Exceed	\$45,000	\$51,300
	Project Requirements	\$0	\$0
Grand Total:		\$123,928	
19	Additional Miscellaneous Credits/Deducts		
	Reverse CO2, Item 5.2 - Gas Meter to Stay in Existing Loc.	(\$3,248)	(\$3,703)
	ACM Removal Savings	(\$2,450)	(\$2,783)
	Remove Elevator Sump Pit Waterproofing from Scope - Pump	(\$2,500)	(\$2,850)
	Omit 2 of the 4 Flag Poles -	(\$5,980)	(\$6,817)
	Plumbing - Credit the Extra Allowance for Added Scanning	(\$10,000)	(\$11,400)
	Project Requirements	\$0	\$0
Grand Total:		(\$27,563)	

Future Items or Costs to be Aware of or Pending

Lighting Upgrades for Ballroom - (Trending Towards Credit)
Ceiling Hooks for Florals/Draperies in Ballroom

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	\$0
Change Order #5	\$0	\$0
Change Order #6	\$0	\$0
Change Order #7	\$0	\$0
New Contract Grand Total		\$4,400,201

Authorization by:

The Riviera Phase 2 D-M-H
Project Name - Owner or Owners Representative

date: 03-09-2021

MSI General Corporation - Name

date: _____

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 04/05/2021
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

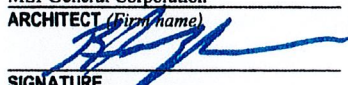
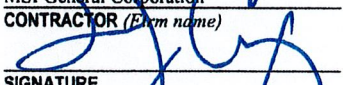
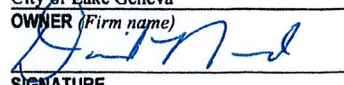
The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 4,400,201.00
The Contract Sum prior to this Change Order was	\$ 4,400,201.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 5,092.00
The new Contract Sum including this Change Order will be	\$ 4,395,109.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>	MSI General Corporation CONTRACTOR <i>(Firm name)</i>	City of Lake Geneva OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Bert Zenker, Vice President - Design Services	Jay Craig, Vice President - Sr. Project Executive	David Nord, City Administrator
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
April 5, 2021	April 5, 2021	April 5, 2021
DATE	DATE	DATE



MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Proposed Owner Change Order #4

3/8/21

Job #4453A Riviera Phase 2

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

				Approved	Rejected
20	Gage Marine Water Meter				
	Joe DeBelak Plumbing - 148' 1" Cold Hard Water to Rm 114	\$5,455	\$6,219		
	Project Requirements	\$0	\$0		
	Grand Total:		\$6,219	☒	☐
21A	Hand Dryer Half Wall - Option 1 - Quartz Panels and Tops				
	RJ Wood - Quartz Panels and Tops - Furnished and Installed	\$4,550	\$5,187		
	Project Requirements	\$0	\$0		
	Grand Total:		\$5,187	☒	☐
22	Rolling Counter Shutters vs. Bifold Doors @ Concession Spaces				
	D&D Millwork - Credit Bifold Doors	(\$20,000)	(\$22,800)		
	Wilde - Rolling Counter Shutters	\$12,508	\$14,259		
	Project Requirements	\$0	\$0		
	Grand Total:		(\$8,541)	☒	☐
23	Increase Gas Pipe Size and Pressure				
	Pure Mechanical - Increase the Gas Pipe Size to 2 Lb.	\$2,000	\$2,280		
	Project Requirements	\$0	\$0		
	Grand Total:		\$2,280	☒	☐
24	Omit the Remaining Two (2) Flag Poles				
	Deduct Total Allowance Per Contract	(\$14,960)	(\$17,054)		
	Previous Credit per Change Order 3	\$5,980	\$6,817		
	Project Requirements	\$0	\$0		
	Grand Total:		(\$10,237)	☒	☐

Future Items or Costs to be Aware of or Pending
Lighting Upgrades for Ballroom - (Trending Towards Credit)

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	(\$5,092)
Change Order #5	\$0	\$0
Change Order #6	\$0	\$0
Change Order #7	\$0	\$0
New Contract Grand Total		\$4,395,109

Authorization by:

Project Name - Owner or Owners Representative

MSI General Corporation - Name

date:

date:

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: 04/05/2021
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

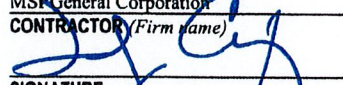
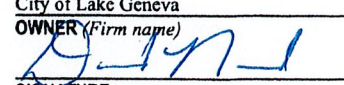
The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 4,395,109.00
The Contract Sum prior to this Change Order was	\$ 4,395,109.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,736.00
The new Contract Sum including this Change Order will be	\$ 4,396,845.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE April 5, 2021 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE April 5, 2021 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE April 5, 2021 DATE
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MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Proposed Owner Change Order #5

3/31/21

Job #4453A

Riviera Phase 2

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

			Approved	Rejected
26	Upgrades to Scope of Trench Drain			
	Works Plumbing - 60' of SS, 2 Catch Basins, 2 Cleanouts	\$25,075	\$28,586	
	Works Plumbing - 20' of Trench Drain Per Base	(\$4,573)	(\$5,213)	
	Project Requirements	\$0	\$0	
	Grand Total:		\$23,372	☒
28	Upgrade Cores for Locksets to City of Lake Geneva Stand.			
	Builders Hardware - 37 Cores and 4 Deadlocks	\$4,013	\$4,575	
	Project Requirements	\$0	\$0	
	Grand Total:		\$4,575	☒
29	Install Plaster System Below the Four Pavilions			
	Applewood Drywall and Plaster	\$14,292	\$16,293	
	Project Requirements	\$0	\$0	
	Grand Total:		\$16,293	☒
30	Plaster for Walls Where Glazed Tile Removed			
	Applewood Plastering	\$3,947	\$4,500	
	Project Requirements	\$0	\$0	
	Grand Total:		\$4,500	☒
31	Stainless Steel Countertops and Cap at Concessions			
	DUVWE Metals	\$12,878	\$14,679	
	Project Requirements	\$0	\$0	
	Grand Total:		\$14,679	☒
32	Credits and Savings			
	Shot Crete Buyout (\$53,360 - \$44,133)	(\$9,227)	(\$10,519)	
	Savings From Project Requirements Phase II	(\$24,750)	(\$28,215)	
	Savings From Project Requirements Phase I - Last 25% CO8	(\$19,920)	(\$22,709)	
	Fire Extinguisher Savings (Act. \$1,590 - Allow. \$1,800)	(\$210)	(\$239)	
	Project Requirements	\$0	\$0	
	Grand Total:		(\$61,682)	☒

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	(\$5,092)
Change Order #5	\$0	\$1,736
Change Order #6	\$0	\$0
Change Order #7	\$0	\$0
New Contract Grand Total		\$4,396,845

Authorization by:

Project Name - Owner or Owners Representative

MSI General Corporation - Name

date:

date:

5-1-21

5.1.21

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address) The Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 006 Date: 04/13/2021
OWNER: (Name and address) City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: (Name and address) MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: (Name and address) MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

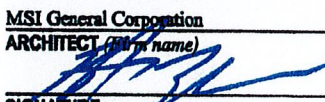
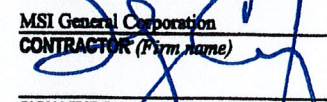
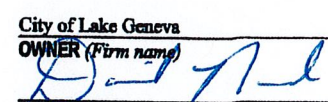
The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	4,396,845.00
The Contract Sum prior to this Change Order was	\$	4,396,845.00
The Contract Sum will be increased by this Change Order in the amount of	\$	31,100.00
The new Contract Sum including this Change Order will be	\$	4,427,945.00

The Contract Time will be unchanged by zero (0) days.

The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation ARCHITECT (Firm name)  SIGNATURE Bert Zenker, Vice President - Design Services PRINTED NAME AND TITLE April 13, 2021 DATE	MSI General Corporation CONTRACTOR (Firm name)  SIGNATURE Jay Craig, Vice President - Sr. Project Executive PRINTED NAME AND TITLE April 13, 2021 DATE	City of Lake Geneva OWNER (Firm name)  SIGNATURE David Nord, City Administrator PRINTED NAME AND TITLE April 13, 2021 DATE
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MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Proposed Owner Change Order #6

3/31/21

Job #4453A

Riviera Phase 2

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

Approved Rejected

33	Provide Allowance Adjustment for Draperies			
	Actual Cost of Draperies - Fabricut - As Approved by Com.	\$28,403	\$32,379	
	Less the Remaining Allowance for Draperies (as accent)	(\$20,000)	(\$22,800)	
	Sub - Description	\$0	\$0	
	Sub - Description	\$0	\$0	
	Project Requirements	\$0	\$0	
	Grand Total:		\$9,579	☒
34	Flooring			
	Keyco-Patterned Epoxy-Vest. 100, Hall 105, South Concourse	\$18,878	\$21,521	
	- See Plans/Rendering - This is being done due to the	\$0	\$0	
	Deterioration of the Terrazzo. Too Thin to Grind and Polish	\$0	\$0	
	Sub - Description	\$0	\$0	
	Project Requirements	\$0	\$0	
	Grand Total:		\$21,521	☒

Future Items or Costs to be Aware of or Pending
Ramp and Railing to Ballroom Floor

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	(\$5,092)
Change Order #5	\$0	\$1,736
Change Order #6	\$0	\$31,100
Change Order #7	\$0	\$0
Change Order #8	\$0	\$0
Change Order #9	\$0	\$0
New Contract Grand Total		\$4,427,945

Authorization by:

Project Name - Owner or Owners Representative

MSI General Corporation - Name

date:

date:

5-1-21

5-1-21



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

The Riviera Phase 2
812 Wrigley Drive
Lake Geneva, WI 53147

CONTRACT INFORMATION:

Contract For: Historic Riviera Building
Improvements Project
Date: 7/27/18

CHANGE ORDER INFORMATION:

Change Order Number: 007

Date: 04/27/2021

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

CONTRACTOR: (Name and address)

MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Riviera Phase 2 Per Attached Summary

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	4,427,945.00
The Contract Sum prior to this Change Order was	\$	4,427,945.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,485.00
The new Contract Sum including this Change Order will be	\$	4,424,460.00

The Contract Time will be unchanged by zero (0) days.

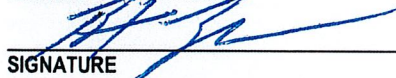
The new date of Substantial Completion will be April 30, 2021 for the Ballroom and Site Improvements; May 14, 2021 for 1st Floor Interior Work

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

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

MSI General Corporation

ARCHITECT (Firm name)



SIGNATURE

Bert Zenker, Vice President - Design
Services

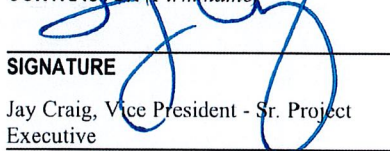
PRINTED NAME AND TITLE

April 27, 2021

DATE

MSI General Corporation

CONTRACTOR (Firm name)



SIGNATURE

Jay Craig, Vice President - Sr. Project
Executive

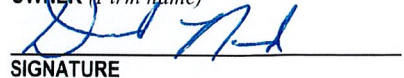
PRINTED NAME AND TITLE

April 27, 2021

DATE

City of Lake Geneva

OWNER (Firm name)



SIGNATURE

David Nord, City Administrator

PRINTED NAME AND TITLE

April 27, 2021

DATE



MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Proposed Owner Change Order #7

3/31/21

Job #4453A

Riviera Phase 2

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

Approved Rejected

35	Wainscot and Trim at Elevator and Ductwork Shaft		
	Nelson Carpentry - Provide Wainscot on Elevator - 4 Sides	\$16,590	\$16,211
	Provide Wainscot on Mechanical Shaft - 3 Sides	\$0	\$0
	Project Requirements	\$0	\$0
	Grand Total:		\$16,211
			☒
33	Omit Cove Details For Draperies - Wall Mount Drapes		
	Credit Rough Blocking Allowance for Cove	(\$5,000)	(\$5,700)
	Credit Finish Carpentry Cove Allowance	(\$12,500)	(\$14,250)
	Fabricut Draperies - Wall Mount Hardware vs. Ceiling Mount	\$223	\$254
	Project Requirements	\$0	\$0
	Grand Total:		(\$19,696)
			☒

Future Items or Costs to be Aware of or Pending

Ramp and Railing to Ballroom Floor

Original Contract Amount	\$0	\$0
Change Order #1	\$0	\$4,041,799
Change Order #2	\$0	\$83,586
Change Order #3	\$0	\$274,816
Change Order #4	\$0	(\$5,092)
Change Order #5	\$0	\$1,736
Change Order #6	\$0	\$31,100
Change Order #7	\$0	(\$3,485)
Change Order #8	\$0	\$0
Change Order #9	\$0	\$0

New Contract Grand Total \$4,424,460

Authorization by:

Project Name - Owner or Owners Representative

MSI General Corporation - Name

date:

date:

4-28-21

4.28.21



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Riviera – Phase II

Project Summary

September 13, 2021

Description	Current Schedule Value	Final Cost of Work	Difference Savings / (Add)
Project Requirements	\$236,940	\$3,676,602	(\$172,501)
Subcontractors/Vendors	\$3,267,161	above	above
Contingency	\$379,928	\$379,110	\$818
Labor and Performance Bond	\$6,968	\$6,968	\$0
Architecture and Construction Mgmt. Fee	<u>\$533,463</u>	<u>\$567,800</u>	<u>(\$34,337)</u>
Totals	\$4,424,460	\$4,630,480	(\$206,020)

	Riviera Phase II												
	Project Summary												
	September 13, 2021												
	Description		Orig Sched Val	Change Order 1	Change Order 2	Change Order 3	Change Order 4	Change Order 5	Change Order 6	Change Order 7	Adj Sched Val	Final Cost	Add or (Ded)
	Supervision		100700	100700	0	0	0	0	0	0	100700	96000	-4700
	State Permit (Including Historical)		8750	8750	0	0	0	0	0	0	8750	0	-8750
	Temp Heat		7500	7500	0	0	0	0	0	0	7500	8777	1277
	Winter Conditions		5000	5000	0	0	0	0	0	0	5000	0	-5000
	Job Trailer		3600	3600	0	0	0	0	0	0	3600	2994	-606
	Dumpsters		13200	13200	0	0	0	0	0	0	13200	17692	4492
	Concrete Testing		2000	2000	0	0	0	0	0	0	2000	0	-2000
	General Cleaning		21000	21000	0	0	0	0	0	0	21000	10262	-10738
	Final Cleaning		8500	8500	0	0	0	0	0	0	8500	8788	288
	Temp Fence - Allowance		3500	3500	0	0	0	0	0	0	3500	2560	-940
	Temp Storage Trailers		2000	2000	0	0	0	0	0	0	2000	980	-1020
	Temp Railings		3500	3500	0	0	0	0	0	0	3500	0	-3500
	Temp Toilets		1500	1500	0	0	0	0	0	0	1500	1151	-349
	Knox Box - Allowance		850	850	0	0	0	0	0	0	850	34	-816
	Reproduction		800	800	0	0	0	0	0	0	800	125	-675
	UPS - Allowance		500	500	0	0	0	0	0	0	500	209	-291
	Barriers/Enclosures		3650	3650	0	0	0	0	0	0	3650	2682	-968
	Scaffolding/Shoring		60000	60000	0	-15140	0	0	0	0	44860	60490	15630
	Temp Walk Off Mats		1000	1000	0	0	0	0	0	0	1000	0	-1000
	Finishes Protection Allowance		6000	6000	0	0	0	0	0	0	6000	394	-5606
	As-Built CD's		1500	1500	0	0	0	0	0	0	1500	6560	5060
	Job Sign		1500	1500	0	0	0	0	0	0	1500	0	-1500
	Temp Signage		750	750	0	0	0	0	0	0	750	50	-700
	Insurance		31310	31310	0	0	0	0	0	0	31310	15190	-16120
	Structural Steel Final Design		3750	3750	0	0	0	0	0	0	3750	0	-3750
	Project Management		49250	49250	0	0	0	0	0	0	49250	43880	-5370
	Site Concrete Removal/Demo		36000	36000	0	0	0	0	0	0	36000	31780	-4220
	Selective Masonry Demo		25000	25000	0	0	0	0	0	0	25000	73120	48120
	Selective Non-Masonry Demo		68315	68315	0	0	0	0	0	0	68315	68315	0
	Asbestos Abatement		11450	11450	0	-2450	0	0	0	0	9000	9000	0
	Asphalt Patching		2400	2400	0	0	0	0	0	0	2400	0	-2400
	Landscape Allowance		2500	2500	0	0	0	0	0	0	2500	2500	0
	Brick Pavers		9300	9300	0	0	0	0	0	0	9300	9895	595
	Remove/Replace Front Stairs		110000	110000	0	-12321	0	-9227	0	0	88452	45733	-42719
	Structural Glazed Tile		100000	100000	0	156295	0	0	0	0	256295	205581	-50714
	Upper Clerestory Brick Repair - CO3				0	108709	0	0	0	0	108709	93213	-15496
	Metal Stairs and Railings		40000	40000	-40000	0	0	0	0	0	0	25797	25797
	Carpentry - Rough		2564	2564	0	0	0	0	0	0	2564	60723	58159
	Carpentry - Finish		17686	17686	0	0	0	0	0	16590	34276	50234	15958
	Wood Blocking- Wndw Trtmnts-Allow.		5000	5000	0	0	0	0	0	-5000	0	0	0
	Wood Trim/Crown Allowance		12500	12500	0	0	0	0	0	-12500	0	0	0
	Millwork/Cabinetry		39260	39260	0	20535	4550	12876	0	0	77221	106923	29702
	Waterproofing		2500	2500	0	-2500	0	0	0	0	0	0	0
	Caulking/Jt. Sealants		6000	6000	0	0	0	0	0	0	6000	3460	-2540
	Mirrors/Door Lites		3465	3465	0	0	0	0	0	0	3465	18269	14804
	Storefront/Concourse		13444	13444	0	0	0	0	0	0	13444	15495	2051
	Automatic Entrances		7150	7150	0	0	0	0	0	0	7150	7150	0
	Hollow Metal, Hardware, Doors		160000	160000	0	0	-20000	4013	0	0	144013	186224	42211
	Roll Down Security Gates		20000	20000	0	-18618	12508	0	0	0	13890	20850	6960

	Painting		84400	84400	0	0	0	0	0	0	84400	84400	0
	Paint Touch-Up		5000	5000	0	0	0	0	0	0	5000	13278	8278
	Plaster		138400	138400	0	0	0	18239	0	0	156639	166090	9451
	Drywall Patching		17760	17760	0	0	0	0	0	0	17760	17760	0
	Ceiling Insulation Allowance		30630	30630	0	0	0	0	0	0	30630	29600	-1030
	Acoustical Ceiling Tile - Added CO3				0	21250	0	0	0	0	21250	0	-21250
	Wood Flooring/Wood Shoe		53473	53473	0	0	0	0	0	0	53473	53473	0
	Terrazzo Restoration		54400	54400	0	0	0	0	0	0	54400	54400	0
	Floor Prep		7500	7500	0	0	0	0	0	0	7500	3840	-3660
	Soft Flooring		2955	2955	0	0	0	0	0	0	2955	1353	-1602
	Epoxy Floors		3674	3674	0	0	0	0	18878	0	22552	35410	12858
	Toilet Partitions and Accessories		19225	19225	0	0	0	0	0	0	19225	22040	2815
	Fire Extinguishers		1800	1800	0	0	0	-210	0	0	1590	1870	280
	Flag Poles/Roof Work		14960	14960	0	-5980	-8980	0	0	0	0	0	0
	Interior/Exterior Signage		37695	37695	0	0	0	0	0	0	37695	41959	4264
	Awnings with Added Allowance		43655	43655	0	-43655	0	0	0	0	0	0	0
	Audio Visual Equipment		112462	112462	0	0	0	0	0	0	112462	113146	684
	Window Treatments with Allowance		65195	65195	-45195	0	0	0	8403	223	28626	27243	-1383
	Elevator Remove and Replace		113000	113000	0	0	0	0	0	0	113000	113000	0
	Plumbing with Demo/Floor Scan		105644	105644	39567	4740	5455	0	0	0	155406	174891	19485
	Site Plumbing with Trench Drain		231283	231283	19459	0	0	20502	0	0	271244	248695	-22549
	Fire Protection		139953	139953	0	0	0	0	0	0	139953	139953	0
	Fire Alarm Systems		35000	35000	0	0	0	0	0	0	35000	35000	0
	HVAC		543730	543730	47450	3642	2000	0	0	0	596822	631936	35114
	Electrical		207825	207825	52040	26560	0	0	0	0	286425	293885	7460
	Data/Telecommunications		30300	30300	0	0	0	0	0	0	30300	30300	0
	Security Camera Systems		30000	30000	0	0	0	0	0	0	30000	30000	0
	Performance Bond		6968	6968	0	0	0	0	0	0	6968	6968	0
	Architectural/Engineering Fee		189964	189964	4399	14464	-268	91	1637	-1199	209088	201982	-7106
	Contingency		379928	379928	0	0	0	0	0	0	379928	379110	-818
	Contractors Fee		298876	298876	5866	19285	-357	122	2182	-1599	324375	365818	41443
	Change Order 2 Total of Subs		0	0	0	0	0	0	0	0	0		0
	Change Order 3 Total of Subs		0	0	0	0	0	0	0	0	0		0
	Change Order 4 Total of Subs		0	0	0	0	0	0	0	0	0		0
	Change Order 5 Credit of Proj Req		0	0	0	0	0	-44670	0	0	-44670		44670
			0	0	0	0	0	0	0	0	0		0
											0		
	Grand Totals		4041799	4041799	83586	274816	-5092	1736	31100	-3485	4424460	4630480	206020

Project Requirements
Subcontractors
Contingency
Bond
Fees

236940
3267161
379928
6968
533463

Total

4424460

218328
3458274
379110
6968
567800

4630480

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 27409

To City of Lake Geneva
Owner: 626 Geneva Street

Project: 4453A- The Riviera Phase II - Interior
Remodel & MEP Work

Application No.: 8

Distribution to:

☐ Owner
☐ Architect
☐ Contractor
☐
☐

Lake Geneva, WI 53147

Period To: 9/10/2021

From Contracto MSI General Corporation
PO Box 7
Oconomowoc, WI 53066

Via Architect: Anne N Krogstad, AIA

Project Nos: 4453A

Contract For: Phase II-Interior Remodel/MEPs

Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,630,480.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,630,480.00
4. Total Completed and Stored To Date	\$4,630,480.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$4,630,480.00
7. Less Previous Certificates For Payments	\$4,339,798.00
8. Current Payment Due	\$290,682.00
9. Balance To Finish, Plus Retainage	\$0.00

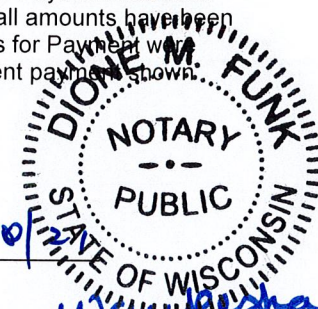
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: MSI General Corporation

By: [Signature] Date: 9/10/21

State of: Wisconsin
Subscribed and sworn to before me this 10th
Notary Public: Dion M. Funk
My Commission expires: 08/23/21

County of: Waukesha
day of September, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 290,682.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Anne Krogstad Date: 9/10/21

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8

Application Date : 09/10/21

To: 09/10/21

Architect's Project No.: 4453A

Invoice # : 27409

Contract : 4453A- The Riviera Phase II - Interior Remodel & MEP Work

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	The Riviera Phase II - Interior Remodel & MEP Work	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2001	Change Order #1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2002	Change Order #2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2003	Change Order #3	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2004	Change Order #4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2005	Change Order #5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2006	Change Order #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2007	Change Order #7	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2008	Change Order #8	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2001-106	CO1 Supervision	100,700.00	100,700.00	0.00	0.00	100,700.00	100.00%	0.00	
2001-110	CO1 State Permit Including Historical Review	8,750.00	0.00	8,750.00	0.00	8,750.00	100.00%	0.00	
2001-113	CO1 Temp Heat - Allowance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	
2001-114	CO1 Winter Conditions - Allowance	5,000.00	1,277.00	3,723.00	0.00	5,000.00	100.00%	0.00	
2001-117	CO1 Job Trailer - Allowance	3,600.00	3,460.00	140.00	0.00	3,600.00	100.00%	0.00	
2001-118	CO1 Dumpsters	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00%	0.00	
2001-119	CO1 Concrete Testing	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00%	0.00	
2001-121	CO1 General Cleaning	21,000.00	15,750.00	5,250.00	0.00	21,000.00	100.00%	0.00	
2001-122	CO1 Final Cleaning	8,500.00	4,250.00	4,250.00	0.00	8,500.00	100.00%	0.00	
2001-125	CO1 Temp Fence - Allowance	3,500.00	2,560.00	940.00	0.00	3,500.00	100.00%	0.00	
2001-126	CO1 Temp Storage Trailers	2,000.00	1,935.00	65.00	0.00	2,000.00	100.00%	0.00	
2001-127	CO1 Temp Railings	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	
2001-129	CO1 Temp Toilets	1,500.00	1,153.00	347.00	0.00	1,500.00	100.00%	0.00	
2001-130	CO1 Knox Box - Allowance	850.00	34.00	816.00	0.00	850.00	100.00%	0.00	
2001-133	CO1 Reproduction	800.00	720.00	80.00	0.00	800.00	100.00%	0.00	
2001-135	CO1 UPS - Allowance	500.00	450.00	50.00	0.00	500.00	100.00%	0.00	
2001-137	CO1 Barriers/Enclosures	3,650.00	975.00	2,675.00	0.00	3,650.00	100.00%	0.00	
2001-139	CO1 Scaffolding/Shoring	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	
2001-143	CO1 Temp Walk Off Mats	1,000.00	0.00	1,000.00	0.00	1,000.00	100.00%	0.00	
2001-144	CO1 Finishes Protection Allowance	6,000.00	300.00	5,700.00	0.00	6,000.00	100.00%	0.00	
2001-146	CO1 As-Built CD's	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	
2001-155	CO1 Job Sign	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	
2001-156	CO1 Temp Signage	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8

Application Date : 09/10/21

To: 09/10/21

Architect's Project No.: 4453A

Invoice # : 27409

Contract : 4453A- The Riviera Phase II - Interior Remodel & MEP Work

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
2001-185	CO1 Insurance	31,310.00	31,310.00	0.00	0.00	31,310.00	100.00%	0.00	
2001-187	CO1 Structural Steel Final Design	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00%	0.00	
2001-190	CO1 Project Management	49,250.00	49,250.00	0.00	0.00	49,250.00	100.00%	0.00	
2001-200	CO1 Site Concrete Removal/Demo	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00%	0.00	
2001-242	CO1 Relay Glazed Block	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	
2001-243	CO1 Selective Non-Masonry Demo	68,315.00	68,315.00	0.00	0.00	68,315.00	100.00%	0.00	
2001-245	CO1 Asbestos Abatement	11,450.00	9,000.00	2,450.00	0.00	11,450.00	100.00%	0.00	
2001-260	CO1 Asphalt Patching	2,400.00	0.00	2,400.00	0.00	2,400.00	100.00%	0.00	
2001-280	CO1 Landscaping - Allowance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	
2001-285	CO1 Brick Pavers	9,300.00	9,300.00	0.00	0.00	9,300.00	100.00%	0.00	
2001-300	CO1 Remove and Replace Front Stairs	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00%	0.00	
2001-301	CO1 Structural Glazed Tile Demo/Re-work	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
2001-500	CO1 Metal Stairs & Railings	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	
2001-600	CO1 Carpentry Rough	2,564.00	2,564.00	0.00	0.00	2,564.00	100.00%	0.00	
2001-602	CO1 Carpentry Finish	17,686.00	17,686.00	0.00	0.00	17,686.00	100.00%	0.00	
2001-603	CO1 Wood Blocking - Window Treatments - Allowance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	
2001-607	CO1 Wood Trim/Crown - Allowance	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00%	0.00	
2001-641	CO1 Millwork/Cabinetry	39,260.00	39,260.00	0.00	0.00	39,260.00	100.00%	0.00	
2001-711	CO1 Waterproofing	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	
2001-790	CO1 Caulking/Joint Sealants	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	
2001-800	CO1 Mirrors and Door Lites	3,465.00	3,465.00	0.00	0.00	3,465.00	100.00%	0.00	
2001-801	CO1 Storefront Concourse	13,444.00	13,444.00	0.00	0.00	13,444.00	100.00%	0.00	
2001-806	CO1 Automatic Entrances	7,150.00	7,150.00	0.00	0.00	7,150.00	100.00%	0.00	
2001-810	CO1 Hollow Metal Hardware/Wood Doors/Custom Doors	160,000.00	152,000.00	8,000.00	0.00	160,000.00	100.00%	0.00	
2001-836	CO1 Roll Down Security Gates	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	
2001-900	CO1 Painting	84,400.00	84,400.00	0.00	0.00	84,400.00	100.00%	0.00	
2001-901	CO1 Paint Touch-up	5,000.00	2,500.00	2,500.00	0.00	5,000.00	100.00%	0.00	
2001-921	CO1 Plaster	138,400.00	138,400.00	0.00	0.00	138,400.00	100.00%	0.00	
2001-925	CO1 Drywall Patching	17,760.00	17,760.00	0.00	0.00	17,760.00	100.00%	0.00	
2001-951	CO1 Ceiling Insulation - Allowance	30,630.00	30,630.00	0.00	0.00	30,630.00	100.00%	0.00	
2001-955	CO1 Wood Flooring and Wood Shoe	53,473.00	53,473.00	0.00	0.00	53,473.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8

Application Date : 09/10/21

To: 09/10/21

Architect's Project No.: 4453A

Invoice # : 27409

Contract : 4453A- The Riviera Phase II - Interior Remodel & MEP Work

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
2001-960	CO1 Terrazzo Restoration	54,400.00	54,400.00	0.00	0.00	54,400.00	100.00%	0.00	
2001-965	CO1 Floor Prep	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	
2001-966	CO1 Soft Flooring	2,955.00	0.00	2,955.00	0.00	2,955.00	100.00%	0.00	
2001-981	CO1 Epoxy Floors	3,674.00	3,674.00	0.00	0.00	3,674.00	100.00%	0.00	
2001-1000	CO1 Toilet Partitions & Accessories	19,225.00	13,900.00	5,325.00	0.00	19,225.00	100.00%	0.00	
2001-1025	CO1 Fire Extinguishers	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00%	0.00	
2001-1035	CO1 Flag Poles/Roof Work	14,960.00	14,960.00	0.00	0.00	14,960.00	100.00%	0.00	
2001-1042	CO1 Interior/Exterior Signage	37,695.00	37,695.00	0.00	0.00	37,695.00	100.00%	0.00	
2001-1047	CO1 Awnings With Added Allowance	43,655.00	43,655.00	0.00	0.00	43,655.00	100.00%	0.00	
2001-1104	CO1 Audio/Visual Equipment	112,462.00	112,462.00	0.00	0.00	112,462.00	100.00%	0.00	
2001-1220	CO1 Window Treatments With Added Allowance	65,195.00	65,195.00	0.00	0.00	65,195.00	100.00%	0.00	
2001-1420	CO1 Elevator Remove and Replace	113,000.00	113,000.00	0.00	0.00	113,000.00	100.00%	0.00	
2001-1520	CO1 Plumbing With Demo/Floor Scan	105,644.00	105,644.00	0.00	0.00	105,644.00	100.00%	0.00	
2001-1545	CO1 Site Plumbing With Trench Drain	231,283.00	231,283.00	0.00	0.00	231,283.00	100.00%	0.00	
2001-1550	CO1 Fire Protection	139,953.00	139,953.00	0.00	0.00	139,953.00	100.00%	0.00	
2001-1554	CO1 Fire Alarm System	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	
2001-1580	CO1 HVAC	543,730.00	543,730.00	0.00	0.00	543,730.00	100.00%	0.00	
2001-1600	CO1 Electrical	207,825.00	207,825.00	0.00	0.00	207,825.00	100.00%	0.00	
2001-1660	CO1 Data/Telecommunications	30,300.00	28,300.00	2,000.00	0.00	30,300.00	100.00%	0.00	
2001-1663	CO1 Security/Camera Systems	30,000.00	28,000.00	2,000.00	0.00	30,000.00	100.00%	0.00	
2001-9996	CO1 Performance Bond	6,968.00	6,968.00	0.00	0.00	6,968.00	100.00%	0.00	
2001-9997	CO1 Arch/Engineering	189,964.00	189,964.00	0.00	0.00	189,964.00	100.00%	0.00	
2001-9998	CO1 Contingency	379,928.00	379,110.00	818.00	0.00	379,928.00	100.00%	0.00	
2001-9999	CO1 Contractor's Fee	298,876.00	292,898.00	5,978.00	0.00	298,876.00	100.00%	0.00	
2002-9999	Owner Change Order #2	83,586.00	83,586.00	0.00	0.00	83,586.00	100.00%	0.00	
2003-9999	Owner Change Order #3	274,816.00	261,688.00	13,128.00	0.00	274,816.00	100.00%	0.00	
2004-9999	Owner Change Order #4	-5,092.00	-5,092.00	0.00	0.00	-5,092.00	100.00%	0.00	
2005-9999	Owner Change Order #5	1,736.00	1,736.00	0.00	0.00	1,736.00	100.00%	0.00	
2006-9999	Owner Change Order #6	31,100.00	29,778.00	1,322.00	0.00	31,100.00	100.00%	0.00	
2007-9999	Owner Change Order #7	-3,485.00	-3,485.00	0.00	0.00	-3,485.00	100.00%	0.00	
2008-9999	Owner Change Order #8	206,020.00	0.00	206,020.00	0.00	206,020.00	100.00%	0.00	
Grand Totals		4,630,480.00	4,339,798.00	290,682.00	0.00	4,630,480.00	100.00%	0.00	0.00

FINAL WAIVER OF LIEN

September 10, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,

by MSI General Corporation contractor,

for Interior remodel and MEP work at The Riviera – PHASE II

same being situated in Walworth county, described as

The Riviera

812 Wrigley Drive

Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full thru invoice #27409, subject to payment of same.

MSI General Corporation



Ken P. Krahe, President

FINAL WAIVER OF LIEN

DATE: July 1, 2001

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for RAILROADS ETC Type of work, same being situated in Walworth County, State of Wisconsin, described as Recreation Phase 2 512 W. Maple Dr. Lake Geneva, WI 53147 for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Berkley Building Inc.
Signature: Ronan A. Mulhoney (Officer of company)
President
Title

FINAL WAIVER OF LIEN

DATE: 6/28/2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for ASBESTOS ABATEMENT Type of work, same being situated in LAKE GENEVA County, State of Wisconsin, described as THE RIVIERA - PHASE 2
812 WRIGHT DRIVE
LAKE GENEVA, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

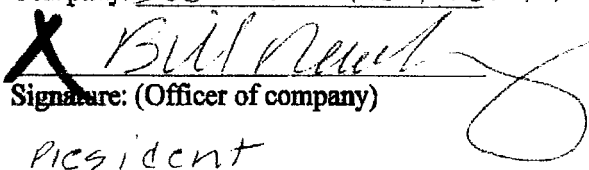
Company: HOLDEN ENVIRONMENTAL CLEANING CO.
Dennis P. Holden
Signature: (Officer of company)
TREASURER
Title

FINAL WAIVER OF LIEN

DATE: 6/28/21

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for PLUMBING Type of work, same being situated in Walworth County, State of Wisconsin, described as KIVIERA Phase 2
812 Wrigley Drive
LAKE Geneva, WI
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Joe DeBelak Plumbing


Signature: (Officer of company)

President

Title

Final Waiver of Lien

Whereas the undersigned MRM Insulation, hereafter "Subcontractor" has contracted with Plumbing to furnish pipe insulation for the premises known as Riviera Phase 2

Owner: City of Lake Geneva

Address: 812 Wrigley Drive

Lake Geneva, WI

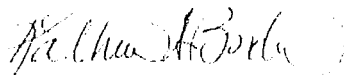
The subcontractor, has received full payment of \$8129.00 through June 25, 2021, and does hereby waive the release of any and all lien or claim of or right to lien under the statute of the state of Wisconsin, relating to construction liens with respect to and on said above described premises on account of labor, services, material, fixtures, apparatus or machinery (incl. rentals) furnished by the subcontractor for the above described premises.

MRM Insulation

724 N Bel Ayr Dr.

Waukesha, WI. 53188

By: Katherine Bender



Title: Owner

Date: 6/25/2021

HAJOCA CORPORATION

District Credit Office
4085 McDonald Dr, Dubuque, IA 52003
Phone 800.280.3710 Fax 563.583.0031

www.hajoca.com



Final Waiver

June 28, 2021

STATE OF IOWA

COUNTY OF DUBUQUE

TO ALL WHOM IT MAY CONCERN:

WHEREAS, We, the undersigned Able Distributing-Div. of Hajoca Corp., have been employed by

Joe DeBelak Plumbing and Heating
W143 N9358 Henry Stark Rd
Menomonee Falls, WI 53051

to furnish materials for the building or other improvements upon the premises known as

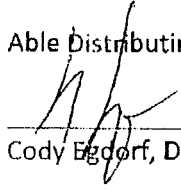
The Riviera Phase 2
812 Wrigley Drive
Lake Geneva, WI

NOW, THEREFORE, KNOW YE, That We, the undersigned for and in consideration of Payment in Full the receipt whereof is hereby acknowledged, hereby waive and release any and all lien, or claim or right of lien on said above described building and premises under Statutes, relating to Mechanics Lien, on account of materials furnished to DeBelak Plumbing and Heating for said building or premises.

GIVEN Under our hand and seal this 28th day of Jun, 2021.

Able Distributing- Div of Hajoca Corp.

By


Cody Eggert, District Credit Manager

**Able Distributing
Division of Hajoca Corp.**

FINAL WAIVER OF LIEN

DATE: 06-25-21

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for PLUMBING MATERIALS/LABOR Type of work, same being situated in WALWORTH County, State of Wisconsin, described as THE RIVIERA - PHASE 2
812 INGLEBY DR
LAKE GENEVA WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: MSI GENERAL CORPORATION

[Signature]
Signature: (Officer of company)

MANAGER
Title



FINAL UNCONDITIONAL WAIVER OF LIEN

Known by all persons present that the undersigned is duly authorized by:

Ferguson Enterprises, LLC.

I/We have a contract with **WORKS PLUMBING LLC** to provide plumbing materials, appliances and/or lighting fixtures for new construction and/or improvement to the property described as:

**The Riviera Ballroom
812 Wrigley
Lake Geneva, WI**

Having been fully paid and satisfied wherein the amount due is **\$0.00**, all my/our construction lien rights, bond rights, and all claims arising from the improvement are hereby waived and released.

Ferguson Enterprises, LLC.

By: DocuSigned by:
Sue Dolan
919983C4F722428... Sue Dolan

Assistant Market Credit Manager

On its behalf or as an agent for its subsidiaries and affiliates.

Sue.dolan@ferguson.com

11406 W. Rogers St. West Allis, WI 53227

(414) 327-8423

Signed on: June 28, 2021

WAIVER OF LIEN

JUNE 28, 2021

For value received, I, ALL hereby waive ALL rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto.

for CITY OF LAKE GENEVA owner
by WORKS PLUMBING, LLC contractor
for EXCAVATION
same being situated in WALWORTH County, State of Wisconsin, described as
THE RIVIERA - PHASE 2
812 WRIGLEY DR
LAKE GENEVA, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, NONE

[Signature]

MENNING ENTERPRISES

WAIVER OF LIEN

For value received, WE hereby waive ALL rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for GREENT LAKES POWER UPL, LLC owner
by WORKS PLUMBING contractor
for Wauwatosa
same being situated in Wauwatosa County, State of Wisconsin, described as

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, NONE

John D. Smith

President

WAIVER OF LIEN

JUNE 28, 2021

For value received, I hereby waive ALL rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner by WORKS PLUMBING, LLC contractor for FILL MATERIALS (STONE) same being situated in WALWORTH County, State of Wisconsin, described as THE RIVIERA - PHASE 2 812 WRIGLEY DR LAKE GENEVA, WI for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, NONE

Halley R. V.P. Sales

SCHMITZ READY MIX

WAIVER OF LIEN

JUNE 28, 2021

For value received, I hereby waive ALL rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for CITY OF LAKE GENEVA owner
by WORKS PLUMBING, LLC contractor
for TRUCKING

same being situated in WALWORTH County, State of Wisconsin, described as
THE RIVIERA - PHASE 2
812 WRIGLEY DR
LAKE GENEVA, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, NONE



MKC TRUCKING

FINAL WAIVER OF LIEN

DATE: 8/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for The City of Lake Geneva owner, by MSI General Corporation contractor, for Fire Suppression Type of work, same being situated in Waukesha County, State of Wisconsin, described as Riviera Phase 2
812 Wrigley Dr
Lake Geneva, WI 53147
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

ALL MATERIAL TAKEN FROM FULLY
PAID STOCK AND DELIVERED TO JOB
SITE IN OUR COMPANY VEHICLE

Company: USA Fire Protection Inc.

Signature: (Officer of company)

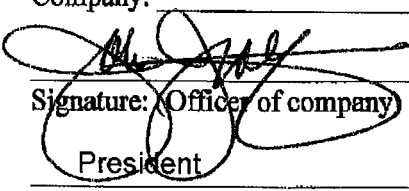
Steve Sferra / Executive Vice President
Title

FINAL WAIVER OF LIEN

DATE: August 25, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Electric Type of work, same being situated in Walworth County, State of Wisconsin, described as Rivera Phase 2
812 Wrigley Drive
Lake Geneva, WI 53147
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Giraffe Electric II Inc


Signature: (Officer of company)

President

Title

WAIVER OF LIEN

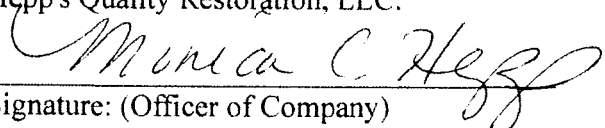
Date: June 25, 2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Carpentry/Demo/Other Type of work,
same being situated in Walworth County, State of Wisconsin, described as
Riviera Phase II
812 Wrigley Dr
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in Full.

Hepp's Quality Restoration, LLC.


Signature: (Officer of Company)

Manager
Title

WAIVER OF LIEN

Date: May 25, 2021

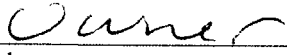
For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by Hepp's Quality Restoration, LLC contractor,
for Carpentry Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera Phase II
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in Full.

JK Construction


Signature: (Officer of Company)


Title

WAIVER OF LIEN

6/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Audio and Video System Type of work, same being situated in Lake Geneva County, State of Wisconsin, described as The Riviera - Phase 2
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Professional Audio Designs, Inc.

Kim Leonard

Signature: (Officer of company)

President

Title

FINAL WAIVER OF LIEN

DATE: 8/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Cabinetry/Millwork Type of work, same being situated in Walworth County, State of Wisconsin, described as Riviera Phase 2 812 Wrigley Drive Lake Geneva, WI 53147 for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: RJ Wood Industries, Inc.

Jill M Martin
Signature: (Officer of company)

Sec / Treas

Title

WAIVER OF LIEN

7/13/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings
about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Automatic Entrance Doors Type of work,
same being situated in Lake Geneva County, State of Wisconsin, described as
The Riviera - Phase 2
812 Wrigley Drive
Lake Geneva, WI
for all labor performed and for all material furnished for the erection, construction, alteration or
repair of said building and appurtenances, in full.

Nabco Entrances, Inc.

James E. Elliott
Signature: (Officer of company)

James E. Elliott, Chief Financial Officer
Title

4453A

FINAL WAIVER OF LIEN

DATE: 6/25/21

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,

by MSI General Corporation contractor,

for Flooring Type of work,

same being situated in Walworth County, State of Wisconsin, described as

Rivera

812 Wrigley Dr

Lake Geneva WI 53147-5301

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Schmidt Custom

Adrian P. Schmidt
Signature: (Officer of company)

Commercial Coordinator
Title

MATERIAL LIEN WAIVER

State of: Wisconsin

County of: Waukesha

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto for materials sold to Schmidt Custom Floors, Inc. and paid in full for invoice 79167 .

For: Schmidt Custom Floors, Inc.

By: Artisan Floor Supply

For: Wood Flooring

The same being situated in Walworth County, State of Wisconsin, described as:

Riviera

812 Wrigley Dr

Lake Geneva, WI 53147-5301

Signed on: 6.25.21

Signature: Jenny Holtenurath

Title: Accountant

FINAL WAIVER OF LIEN

DATE: 6.28.2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for GRASS, GRAZING Type of work, same being situated in Wauworth County, State of Wisconsin, described as THE RIVIERA - PHASE II
812 WAGNER DRIVE
LAKE GENEVA, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: ACKMAN GRASS
[Signature]
Signature: (Officer of company)
Comptroller
Title

FINAL WAIVER OF LIEN

DATE: 6-25-21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for SMALL FIRE PROTECTION Type of work, same being situated in _____ County, State of Wisconsin, described as

REVIERA PHASE 2
812 WISBLET DR
LAKE GENEVA, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: BEST SPECIALTIES

[Signature]
Signature: (Officer of company)

PRESIDENT

Title

FINAL WAIVER OF LIEN

DATE: 6/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for Concrete Repairs Type of work, same being situated in WALWORTH County, State of Wisconsin, described as RIVIERA PHASE 2
812 WRIGLEY DR.
LAKE GENEVA, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: KEVCO INC

[Signature]
Signature: (Officer of company)

President
Title

FINAL WAIVER OF LIEN

DATE: 6.25.21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for HVAC Type of work, same being situated in Walworth County, State of Wisconsin, described as
the Riviera Phase II
812 Wrigley Drive
Lake Geneva, WI

⁵³¹⁴⁷
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Pure Mechanical

Jason Hull

Signature: (Officer of company)

President

Title

N8 W22275 Johnson Dr.
Waukesha, WI 53186

P: (414) 897-8012
F: (414) 897-8013

pure-hvac.com
pure-electric.com



FINAL WAIVER OF LIEN

June 29, 2021

FOR VALUE RECEIVED, We hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

Owner: City of Lake Geneva

For: The Riviera – Phase II

By: Vyron Corporation

For: Equipment

Same being situated in Walworth County, State of Wisconsin, described as:

812 Wrigley Dr.

Lake Geneva, WI

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Vyron Corporation

N8 W22275 Johnson Dr.
Waukesha, WI 53186

P: (414) 897-8012
F: (414) 897-8013

pure-hvac.com
pure-electric.com



FINAL WAIVER OF LIEN

June 30, 2021

FOR VALUE RECEIVED, We hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

Owner: City of Lake Geneva

For: The Riviera – Phase II

By: Air Associates

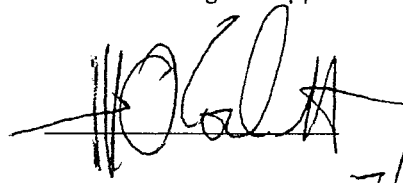
For: Equipment

Same being situated in Walworth County, State of Wisconsin, described as:

812 Wrigley Dr.

Lake Geneva, WI

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.



7/1/2021

Air Associates

N8 W22275 Johnson Dr.
Waukesha, WI 53186

P: (414) 897-8012
F: (414) 897 8013

pure-hvac.com
pure-electric.com



FINAL WAIVER OF LIEN

June 30, 2021

FOR VALUE RECEIVED, We hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

Owner: City of Lake Geneva

For: The Riviera – Phase II

By: Columbia Pipe

For: Equipment

Same being situated in Walworth County, State of Wisconsin, described as:

812 Wrigley Dr.

Lake Geneva, WI

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Credit Manager

Columbia Pipe

N8 W22275 Johnson Dr.
Waukesha, WI 53186

P: (414) 897-8012
F: (414) 897-8013

pure-hvac.com
pure-electric.com



FINAL WAIVER OF LIEN

June 30, 2021

FOR VALUE RECEIVED, We hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

Owner: City of Lake Geneva

For: The Riviera — Phase II

By: Rundle Spence

For: Equipment

Same being situated in Walworth County, State of Wisconsin, described as:

812 Wrigley Dr.

Lake Geneva, WI

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

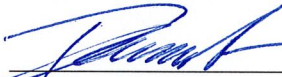
Rundle Spence

WAIVER OF LIEN

6/25/2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for _____ Type of work, same being situated in Lake Geneva County, State of Wisconsin, described as The Riviera - Phase 2
812 Wrigley Drive
Lake Geneva, WI
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

D & D Millwork



Signature: (Officer of company)



Title

FINAL WAIVER OF LIEN

DATE: 6/25/2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Concrete Type of work,

same being situated in Walworth County, State of Wisconsin, described as

Riviera Phase 2

812 Wrigley Dr.

Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company J.H. Hassinger, Inc.


Signature: (Officer of company)

President
Title

LIEN WAIVER CERTIFICATION

STATE OF WISCONSIN)
Walworth COUNTY)

PROJECT: Riviera Phase 2

The undersigned, being duly sworn on oath, states and deposes as follows:

1. That he is the owner or a principal officer of the company designated below, herein called Company.
2. That attached hereto is a billing or draw request regarding a project (named above) for MSI General Corporation, herein called MSI, which requests that MSI make a payment to the undersigned for labor or materials furnished on said project.
3. That with respect to the work, labor, services and materials covered by such billing or draw request, the following and no others, furnished or supplied labor, materials or services: (List Suppliers)

Bay Building

Schmitz

WI Building Supply

That all of the above suppliers have been paid to date and/or in full as to the matters described in the attached billing or draw request and that their lien waivers are attached hereto, together with the lien waiver of the Company.

4. That this affidavit is made for the purpose of inducing MSI to make payment to the Company, the undersigned acknowledging that any misstatement of fact herein constitutes a criminal offense.

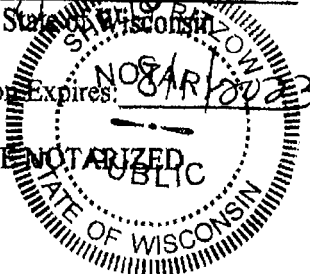
Subscribed and sworn to before me this

25 day of June, 2021

Shelley Ratan
Notary Public, State of Wisconsin

My Commission Expires: NOV 1 2023

PLEASE HAVE NOTARIZED



J.H. Hassinger, Inc.
(Company Name)

BY: [Signature]
Signature (Officer of Company)

Title: President

FINAL WAIVER OF LIEN

DATE: June 25, 2021

~~XXXXXXXXXX~~ we hereby waive all right and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Riviera Slab (City of Lake Geneva)

owner,

by MSI General Corporation

contractor,

for Materials scope of work

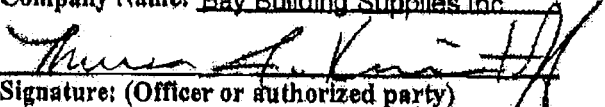
same being situated in Walworth County, State of Wisconsin, described as

Riviera Slab
812 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection, construction, alternation of repair of said building and appurtenances, IN FULL

Conditional upon payment

Company Name: Bay Building Supplies Inc


Signature: (Officer or authorized party)

Title: _____

Theresa J Kristoff, Authorized Representative

FINAL WAIVER OF LIEN

DATE: June 23, 2021

For value received, we hereby waive all right and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto.

for Riviera Slab (City of Lake Geneva) owner,
by MSI General Corporation contractor,

for Randy Mike Concrete scope of work

same being situated in Walworth County, State of Wisconsin, described as

Riviera Slab
312 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection,
construction, alteration or repair of said building and appurtenances, IN FULL.

Company Name: Schmitz Randy Mike Inc.

H. J. R.
Signature: (Officer or authorized party)

Title: Vice Pres. Sales

FINAL WAIVER OF LIEN

DATE: June 25, 2021

For value received, we hereby waive all right and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Riviera Slab (City of Lake Geneva) owner,
by J.H. Hassinger, Inc contractor,

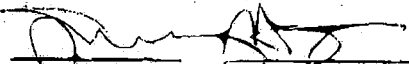
for Lumber _____ scope of work

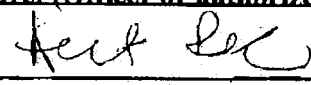
same being situated in Walworth County, State of Wisconsin, described as

Riviera Slab
812 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection,
construction, alternation of repair of said building and appurtenances, IN FULL

Company Name: WISCONSIN BUILDING SUPPLY


Signature: (Officer or authorized party)

Title: 

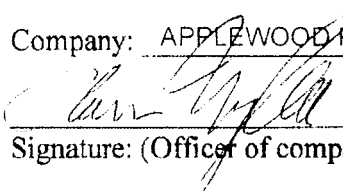
FINAL WAIVER OF LIEN

DATE: 6/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for CITY OF LAKE GENEVA owner,
by MSI General Corporation contractor,
for LATH & PLASTER WORK Type of work,
same being situated in WALWORTH County, State of Wisconsin, described as
RIVIERA PHASE 2
812 WRIGLEY DRIVE
LAKE GENEVA, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: APPLEWOOD PLASTERING


Signature: (Officer of company)

CORPORATE SECRETARY

Title

WAIVER OF LIEN

7/12/2021

For value received, we hereby waive all rights and claims for the lien on land and on buildings about to be erected, being erected, erected, altered, or repaired and to he appurtenances thereunto,

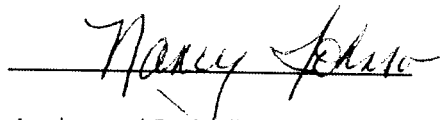
For: City of Lake Geneva

By: MSI General Corporation

For: Material & labor for metal studs, wall insulation & drywall same as being situated in Walworth County, State of Wisconsin, described as:

The Riviera Phase II
812 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished from fully paid stock for the erection, construction, alteration or repair of said building and appurtenances, in full.


Applewood DryWall Service Inc.

TAMARACK MATERIALS INC

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

DATE: _____

7/12/01

Check Only One

_____ as Partial payment for labor, skill and material furnished

X

as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:(legal description, street address or project name)

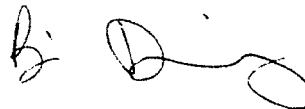
The Riviera
812 Wrigley Dr
Lake Geneva, WI 53147

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if partial payment is checked. The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Customer:

Applewood Drywall

Tamarack Materials Inc



BRIAN DOWNING
MANAGER

9300 James Ave South
Minneapolis, Minnesota 55431
507-280-0742

FINAL WAIVER OF LIEN

DATE: June 29, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Insulation Type of work, same being situated in Walworth County, State of Wisconsin, described as Riviera - Phase 2
812 Wrigley Drive
Lake Geneva, WI
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Builders' Insulation

Vicki Stout
Signature: (Officer of company)

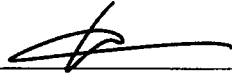
Vicki Stout, Authorized Agent
Title

FINAL WAIVER OF LIEN

DATE: 7/12/21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Landscape Type of work, same being situated in Walworth County, State of Wisconsin, described as 812 Wrigley Dr.
53147
Riviera Phase 2
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: American Landscape


Signature: (Officer of company)

Project Director

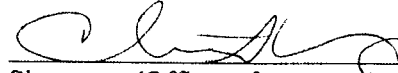
Title

FINAL WAIVER OF LIEN

DATE: 8/25/21

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for PAINTING Type of work, same being situated in WAUKESHA County, State of Wisconsin, described as RIVIERA PHASE 2 812 WICKLEY DR LAKE GENEVA WI 53147 for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: CERTA PRO PAINTERS


Signature: (Officer of company)

OWNER
Title

WAIVER OF LIEN

8/19/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner,

by MSI General Corporation contractor,

for Signs Type of work,

same being situated in Lake Geneva County, State of Wisconsin, described as

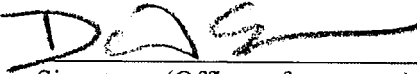
The Riviera - Phase 2

812 Wrigley Drive

Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Bauer Sign Company



Signature: (Officer of company)

Account Executive

Title

FINAL WAIVER OF LIEN

For Value Received, We hereby Waive All Rights and claims for lien on land on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For: City of Lake Geneva

By: MSI General Corporation

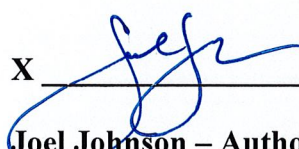
For: All Labor & Materials for Flooring Installation

Same being situated in Walworth County, State of Wisconsin, described as:

**The Riviera Phase 2
812 Wrigley Drive
Lake Geneva, WI**

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances as noted above, except, \$ 00.00

Dated: August 26, 2021

X 
Joel Johnson – Authorized Agent

Nonn's Flooring, LLC.

FINAL WAIVER OF LIEN

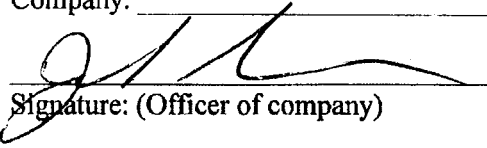
DATE: 6/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Fence Type of work,
same being situated in Walworth County, State of Wisconsin, described as
Riviera Phase 2
812 Wriggley Dr
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Century Fence Company

Company: _____


Signature: (Officer of company)

John Connell - President

Title

4453A

FINAL WAIVER OF LIEN

DATE: 8/25/21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Food Service Equipment Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera 812 Wrigley Drive Lake Geneva WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Boelter LLC

Morgan Ford
Signature: (Officer of company)

Lead ProjectAnalyst

Title

FINAL WAIVER OF LIEN

DATE: 8-10-21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Acoustical Ceilings Type of work, same being situated in Walworth County, State of Wisconsin, described as Riviera
8123 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Quality Ceilings

Kim Stewart
Signature: (Officer of company)

Kim Stewart VP
Title

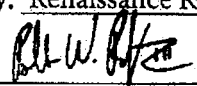
FINAL WAIVER OF LIEN

DATE: June 10, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Riviera Phase 2 - Tile removal for masonry access Type of work, same being situated in Lake Geneva County, State of Wisconsin, described as The Riviera
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Renaissance Roofing, Inc.


Signature: (Officer of company)

President

Title

FINAL WAIVER OF LIEN

DATE: 8/11/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Doors, frames, and hardware Type of work, same being situated in Walworth County, State of Wisconsin, described as

Riviera Phase 2
812 INDIAN DRIVE
LAKE GENÈVE, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Builders Hardware

Thomas F. Hurl
Signature: (Officer of company)

VP-Finance
Title

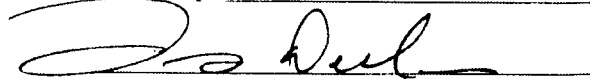
FINAL WAIVER OF LIEN

DATE: August 2, 2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Terrazzo Type of work, same being situated in Walworth County, State of Wisconsin, described as Riviera Phase 2
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Rockford Central Tile & Terr Co., Inc.



Signature: (Officer of company)

President

Title

FINAL WAIVER OF LIEN

DATE: 4/25/21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for CITY OF LAKE GENEVA owner, by MSI General Corporation contractor, for Shot Crete work Type of work, same being situated in Walworth County, State of Wisconsin, described as RIVIERA PHASE II
812 Wrigley Drive
Lake Geneva, WI

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Concrete & Masonary Restoration

[Signature]
Signature: (Officer of company)

Matt Huber, Vice Pres
Title

Final Waiver of Lien

Date: 8/4/2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for **The City of Lake Geneva** owner, by **Concrete & Masonry Restoration, LLC** contractor, for **Air Compressor Rental** type of work, same being situated in **Walworth County, State of Wisconsin** described as **Riviera Phase II** for all for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full **through 4/19/2021**.

Company: Lincoln Contractors Supply

Susan Schaff
Officer Signature

Credit Manager
Title

FINAL WAIVER OF LIEN

DATE: 5/31/2021

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Overhead Doors Type of work, same being situated in Wauwatosa County, State of Wisconsin, described as Phiviera Phase 2
812 W. Maple Ave
Lake Geneva
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: WLCGP
[Signature]
Signature: (Officer of company)
President
Title

MARSH WAIVER

FINAL WAIVER OF LIEN

Date: 1/12/21

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for Riviera Phase 2 City of Lake Geneva owner, by Wilde's Lake Country Garage Door contractor, for Coiling Doors Type of work, same being situated in Lephusen County, State of Wisconsin, described as Riviera Phase 2 212 Wausley Dr Lake Geneva WI 53147 for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Geis Building Products, Inc.

Marcia A Dunlap
Signature: (Officer of company)

Vice President

Title

FINAL WAIVER OF LIENDATE: 6/25/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Metal Fabrication Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera Phase II, 812 Wrigley Drive, Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Duwe Metal Products, Inc.
Signature: (Officer of company) Marc Lauret, CPAExecutive Vice President / Treasurer

Title

WAIVER OF LIEN

5/31/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner,
by MSI General Corporation contractor,
for Carpentry Type of work,
same being situated in Lake Geneva County, State of Wisconsin, described as
The Riviera - Phase 2
812 Wrigley Drive
Lake Geneva, WI
for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Robert W. Nelson Inc.

Robert Nelson
Signature: (Officer of company)

president
Title

4453A

FINAL WAIVER OF LIEN

DATE: 6.25.2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for City of Lake Geneva owner, by MSI General Corporation contractor, for Window Tinting Type of work, same being situated in Walworth County, State of Wisconsin, described as 4453 A Riviera 812 Wingley Drive Lake Geneva, WI for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Ace Glass Tinting
DL SA
Signature: (Officer of company)

Owner
Title

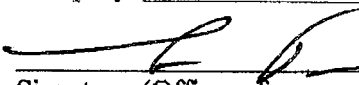
FINAL WAIVER OF LIEN

DATE: 07/26/2021

For value received, we hereby waive all rights and claims for lien onland and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for Riviera Phase 2, OWNER: City of Lake Geneva owner,
by MSI General Corporation contractor,
for Masonry Restoration Labor and Material Type of work,
same being situated in Walworth County, State of Wisconsin, described as
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: Masonry Restoration, Inc.


Signature: (Officer of company)

Vice President

Title

FINAL WAIVER OF LIEN

DATE: 7-1-2012

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for LAKE Geneva owner, by MSI General Corporation contractor, for SEALANTS Type of work, same being situated in Wauworth County, State of Wisconsin, described as 815 Wauworth Lake Geneva Riviera Phase 2

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, in full.

Company: MSI General Corporation

James J. Smith
Signature: (Officer of company)

James J. Smith
Title



Single Source Responsibility™

DESIGNBUILD

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Riviera

Phase I and Phase II Project Summary

September 13, 2021

Original Conceptual Budgets:

MSI General Conceptual Budgets (Per Executive Summary Dated October 18, 2018)

Marine Investigation	\$20,962
ACM Testing and Removal	\$118,657
Roofing and Shell Combined	\$3,370,621
Mechanicals (MEPs)	\$1,427,368
Interior Alterations (Bid Tab)	<u>\$2,098,797</u>
Subtotal	\$7,036,405
Adjust for Better Tuckpoint	<u><\$87,350></u>
Projected Complete Cost	\$6,949,055

Actual Cost

Phase I Actual Cost	\$1,909,074
Phase II Actual Cost	<u>\$4,630,480</u>
Total Actual Cost	\$6,539,554

Savings Below Orig. Budget **<\$409,501>**

Historic Riviera Building Improvements Project Preliminary Budgets

Preliminary Budgets of Preconstruction and Improvements

October 18, 2018

Introduction/Preface

Please note that all of these numbers are Preliminary Budgets. We recognize that, as we are authorized, we will assemble Bid Packages containing plans, specifications and administrative details as required to competitively bid each of these aspects of the work.

Also, these budgets have been assembled with the goal of providing open communications and flexibility. We have assembled various options for phasing the work as if it is completed individually as “stand alone” projects and/or combined with other aspects of the work.

Additionally we are providing, “Good, Better, Best” options within each aspect of the work. This includes for our Project Requirements (General Conditions) - items such as Supervision, Dumpsters, Permits, Cleaning, Safety, Temporary Heat, Job Trailer/Office, Protection, Etc.

Preliminary Budgets for Preconstruction Activities

Marine Investigations and ACM Survey and Work

Marine Investigations

The Preliminary Budget for Marine Investigations will be between \$15,078 and \$20,962. The work would include a 3-Man team and equipment as required to complete an underwater survey or investigation of how the 2013 Seawall Repairs are holding up as well as sounding and/or probing the piles/timbers that are supporting the pier system (or at least a representative sample of them). The crew has budgeted two (2) 10 hour days to complete this work. A report, along with video and records, will be provided upon completion.

Asbestos Containing Materials (ACM)/Lead Paint Survey & Work

The Preliminary Budget for the ACM Survey and Work will be between \$76,857 and \$118,657. Please note that these numbers are very preliminary and will vary greatly depending on what the survey finds and to what extent those areas will be part of the work to be remodeled. Typically common locations we will find ACMs include window caulking, vinyl floor tiles (usually 8" x 8"), adhesives and mastics for flooring, and pipe fittings and insulation. The initial survey and testing of the samples will run between \$11,000 and \$18,000 and the abatement or encapsulation of the ACM/Lead Paint would be the remainder of the budgets.

Building Improvements

To provide the greatest degree of flexibility of budget and schedule we have assembled the following Preliminary Budgets: **Roofing Only; Shell Only; Roofing and Shell Combined; Mechanical, Electrical, Plumbing (MEP); Roofing, Shell and MEP Combined.**

Roofing Only

The Preliminary Budgets for Roofing are Good Option – Metal Roofing System - \$842,960; Better Option – Concrete Tile System - \$957,262 and Best Option – Clay Tile - \$1,238,224. These numbers include the Roofing and Project Requirements. Decision making criteria will be provided in a separate summary but considerations will include: Budget, Warranty, Expected Life, Installation Considerations, Repair Considerations, Durability and Appearance and Environmental.

It should be noted that the Preliminary Budget for the Metal Roofing System is an allowance at this time. It is based on the one possible material that has subsequently been turned down by the State Historical Office. We are investigating other options that may be acceptable and could perhaps be even less expensive than the preliminary budget.

Shell Only

The Preliminary Budgets for the remaining Shell work will be between \$1,244,873 and \$2,241,221. The remaining Shell work includes: Tuckpointing, repairs and replacements; Window repairs and/or replacement; Elevator modernization or replacement; North entry stairs and railings repair or replacement, South balcony walls, railings and deck repairs and/or replacement; structural underside concrete repairs, new terrace railings; incidental painting of lintels, metal fabrications, etc.

Roofing and Shell Combined

The Preliminary Budgets for Combining the Roofing and Shell work into one phase or mobilization will be between \$1,991,436 and \$3,370,621. The totals would depend on which option of which aspect is selected. The savings to the project would be between <\$87,703> to <\$108,824>. These come from more efficient use of the Project Requirements.

Mechanical, Electrical and Plumbing (MEPs)

The Mechanical, Electrical and Plumbing (MEPs) will include plumbing, site plumbing, fire protection, heating ventilation air conditioning (HVAC) and electrical. The Preliminary Budgets for this work will be between \$854,955 and \$1,427,368. The Good Option includes minimal work to upgrade the systems for the future. The Better Option adds to that scope. The Best Option would include all recommendations.

Roofing, Shell and MEPs Combined

The Preliminary Budgets for combining the Roofing, Shell and MEPs in one phase will be between \$2,745,492 and \$4,660,106. The savings to the project would be between <\$197,296> to <\$246,707>. Again, these come from more efficient use of the Project Requirements.

Interior Alterations

It should be noted that the above Preliminary Budgets DO NOT include work for Interior Alterations at this point. This is due to not having a clearly defined scope of work – especially for the programming of the 1st Floor concourse and shops area.

Riviera Renovations - Marine and ACM Surveys - Partial or Full Supervision - Job #4453

Cost Code	Description		Marine Survey		ACM & Lead Paint Survey	
			Partial Supervision	Full Supervision	Partial Supervision	Full Supervision
100	Project Requirements	A	\$0	\$0	\$0	\$0
101	Survey/topo - Historic Preservation Survey - Part of Architecture	A	\$0	\$0	\$0	\$0
102	Stake-Building	A	\$0	\$0	\$0	\$0
103	Soil-Test	A	\$0	\$0	\$0	\$0
104	Stake-Site	A	\$0	\$0	\$0	\$0
105	Stake-Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (Marine - 2 days; ACM - 3 days) \$85 per hour	C	\$680	\$1,360	\$1,020	\$2,014
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$0	\$0	\$0	\$0
110	State Permit - Exclude	C	\$0	\$0	\$0	\$0
110-01	State Permit for Historical Review- Exclude - assuming this will be with shell	C	\$0	\$0	\$0	\$0
111	Local Permit (\$10/\$1,000 val)	C	\$0	\$0	\$0	\$0
112	Construction Elect. - Assume that Owner will pay monthly energy bills	C	\$0	\$0	\$0	\$0
113	Temp-Heat - Allowance	C	\$0	\$0	\$0	\$0
114	Winter Conditions - Allowance for misc.	A	\$0	\$0	\$0	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$0	\$0	\$0	\$0
118	Dumpsters - (Roof Allowance of 6 Exchanges)	C	\$0	\$0	\$0	\$0
119	Concrete Testing - (4 sets)	C	\$0	\$0	\$0	\$0
120	Dry-Air System - Exclude - See Temp-Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning (1 x per month site clean)	C	\$0	\$0	\$0	\$0
122	Final Cleaning (site clean + Ball Room)	C	\$0	\$0	\$0	\$0
124	Dust Walls - Allowance	C	\$0	\$0	\$0	\$0
125	Temp Fence - (Allowance for base of scaffold or for closing access)	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers - Exclude	C	\$0	\$0	\$0	\$0
127	Temp Railings (Exterior would be part of scaffolding)	C	\$0	\$0	\$0	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$0	\$0	\$0	\$0
130	Knox Box - Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (5 shts x 12 sets + Specs)	C	\$0	\$0	\$0	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$0	\$0	\$0	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl- Scaffold)	C	\$0	\$0	\$0	\$0
138	Street Cleaning/Snow Removal/Snow Clearing from Roof	A	\$0	\$0	\$0	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk-Off Mats	A	\$0	\$0	\$0	\$0
144	Finishes Protection Allowance - Of Ball Room	A	\$0	\$0	\$0	\$0
146	As-Built CD's	C	\$0	\$0	\$0	\$0
155	Job Sign	C	\$0	\$0	\$0	\$0
156	Temp Signage	C	\$0	\$0	\$0	\$0
162	Sewer & Water fees - Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Manager (PM not Proj. Direct.) - (\$125/Hr)	C	\$250	\$500	\$375	\$750
185	Insurance	1%	\$104	\$114	\$60	\$74
187	Structural Steel Final Design - Exclude	0%	\$0	\$0	\$0	\$0
	Project Requirements		\$1,034	\$1,974	\$1,455	\$2,838
139	Scaffolding/Shoring - (Exclude if no Guttering)					
200	Sitework - (or Demo)					
200-01	Site Consulting - Marine Survey				\$0	\$0
	JF Brennan (2 - 10 hr days - 3 Man Team) - (\$14,200)		\$0	\$0	\$0	\$0
	Includes Mobilization and Report		\$0	\$0	\$0	\$0
	<i>Collins Engineering - Including Mobilization and Report</i>		<i>\$9,500</i>	<i>\$9,500</i>		
243	Demolition - (Stair/Selective)					
244	Asbestos Testing					
	Allowance for Testing		\$0	\$0	\$0	\$0
	Affordable Environmental - (\$7,500)				\$0	\$0
	Balestrieri (Elkhorn) - Bid Received Late		\$0	\$0	\$0	\$0
	Giles Engineering - (\$6,000)		\$0	\$0	\$0	\$0
	Indoor Air Quality - (\$6,200)		\$0	\$0	\$0	\$0
	JD Environmental (Delavan) - No Bid Received		\$0	\$0	\$0	\$0

	PSI (Professional Services Inc)		\$0	\$0	\$4,600	\$4,600
	Sigma Environmental Services - (\$5,400)		\$0	\$0	\$0	\$0
245	Asbestos Removal (Included)					
	Affordable Environmental		\$0	\$0	\$0	\$0
	Environmental Initiatives		\$0	\$0	\$0	\$0
	Integrity Environment		\$0	\$0	\$0	\$0
	PSI		\$0	\$0	\$0	\$0
400	Contingency					
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
169	Arch/Engineering	6.00%	\$0	\$0	\$0	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$0	\$0	\$0	\$0
	Total Cost		\$10,534	\$11,474	\$6,055	\$7,438
	Contractor's Fee	8.00%	\$843	\$918	\$484	\$595
	Project Total with Fees and Contingency		\$11,377	\$12,391	\$6,539	\$8,033
	Performance Bond (50% of Cost of Bond)		\$134	\$185	\$686	\$873
	Project Total with Fees, Contingency and 50% of Bond		\$11,511	\$12,576	\$7,225	\$8,906

Riviera Renovations - Roof and Shell Preliminary Budget Options - Good - Better - Best - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically October - December, 2019					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/topo - Historic Preservation Survey - Part of Architecture	A	\$0	\$0	\$0	\$0
102	Snake-Building	A	\$0	\$0	\$0	\$0
103	Soil-Test	A	\$0	\$0	\$0	\$0
104	Snake Site	A	\$0	\$0	\$0	\$0
105	Snake-Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$7,500	\$7,500	\$7,500	\$0
110	State Permit (based on 15,346 sf)	C	\$1,250	\$1,250	\$1,250	\$0
110-01	State Permit for Historical Review	C	\$15,000	\$15,000	\$15,000	\$0
111	Local Permit (30x15346 or \$10/\$1,000 val)	C	\$40,000	\$40,000	\$40,000	\$0
112	Construction Elect - Assume that Owner will pay monthly energy bills	C	\$7,000	\$7,000	\$7,000	\$0
113	Temp. Heat - Allowance	C	\$15,000	\$15,000	\$15,000	\$0
114	Winter Conditions - Allowance	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allow. Of 3; Roof Allow of 6)	C	\$3,900	\$3,900	\$3,900	\$0
119	Concrete Testing - (4 sets)	C	\$1,000	\$1,000	\$1,000	\$0
120	Dry Air System - Exclude - See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning	C	\$10,500	\$10,500	\$10,500	\$0
122	Final Cleaning	C	\$8,500	\$8,500	\$8,500	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence - (Allow. For Base of Scaffold)	C	\$5,500	\$5,500	\$5,500	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff.; Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box - Allowance	C	\$750	\$750	\$750	\$0
133	Reproduction (40 shts x 25 sets)	C	\$1,000	\$1,000	\$1,000	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl. Scaffold)	C	\$3,300	\$3,300	\$3,300	\$0
138	Street Cleaning/Snow Removal	A	\$6,000	\$6,000	\$6,000	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A	\$1,000	\$1,000	\$1,000	\$0
144	Finishes Protection Allowance	A	\$4,000	\$4,000	\$4,000	\$0
146	As-Built CD's	C	\$1,500	\$1,500	\$1,500	\$0
155	Job Sign	C	\$1,500	\$1,500	\$1,500	\$0
156	Temp Signage	C	\$750	\$750	\$750	\$0
162	Sewer & Water fees - Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Management (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$15,610	\$22,007	\$26,480	\$0
187	Structural Steel Final Design	0%	\$7,500	\$7,500	\$7,500	\$0
	Project Requirements		\$198,560	\$219,257	\$238,030	\$0
139	Scaffolding/Shoring - (Exclude if no Gutting)					
200	Sitework - (or Demo)					
243	Demolition - (Stair/Selective)					
	Monument Stairs to be Repaired vs. Replaced - See Concrete		\$0	\$0	\$0	\$0
	Monument Stair Removal		\$0	\$35,700	\$0	\$0
	Monument Stair Removal		\$0	\$0	\$35,700	\$0
300	Concrete					
	North Entry Stairs - Repair vs. Replace		\$25,000	\$0	\$0	\$0
	North Entry Stairs - Replace		\$0	\$74,550	\$0	\$0
	North Entry Stairs - Replace		\$0	\$0	\$74,550	\$0
	South Entry Balcony deck/metal Stairs - Needs to be Completed		\$22,874	\$22,874	\$22,874	\$0
			\$0	\$0	\$0	\$0
300/400	Concrete/Masonry (See Separate)					
300/400	Concrete Cutting/Coring (by trade)					
340	Precast - Architectural Sills/Band					
357	Curb & Cutter					
400	Masonry - Tuckpointing					
	Tuckpointing - (Including Scaffolding)		\$0	\$0	\$0	\$0
	Repair South Balc. Wall; Repoint and Clean; 25% Sills Caps; Downspouts		\$514,100	\$0	\$0	\$0
	Above Plus: Reconstruct South Balc.; 50% Sills; Partial Repair Banding		\$0	\$0	\$0	\$0
	Above Plus: Expanding Banding Repair Allowance; 100% Sills; Staining		\$0	\$0	\$819,250	\$0
500	Structural Steel - Fabrications					
	North Entry Stairs		\$49,613	\$49,613	\$49,613	\$0
	New railings at terrace walls		\$39,000	\$39,000	\$39,000	\$0
	South Balcony Railings		\$19,163	\$19,163	\$19,163	\$0
			\$0	\$0	\$0	\$0

510	Steel Erection - (or by Trade)					
600	Carpentry					
	Allow for Replacement of Underlayment (13,200sf x 10% = 1,320) - Conting.		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
700	Insulation - Upgrades					
711	Waterproofing -					
750	Roofing - (Clay Tile/Conc. Tile)					
	Metal Roof Allowance - If Acceptable		\$600,000	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Interstate Roofing - Concrete Tile		\$0	\$675,000	\$0	\$0
			\$0	\$0	\$0	\$0
	Renaissance - (if selection from Std Options)		\$0	\$0	\$880,000	\$0
			\$0	\$0	\$0	\$0
790	Caulking - (or by trade)					
800	Glass & Glazing					
	Heritage Glass- Allowance for Repairs/Seal		\$100,000	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Replacement with Storefront (similar)		\$0	\$275,750	\$0	\$0
			\$0	\$0	\$0	\$0
	Replacement with Winco Simulated Steel Sash Window		\$0	\$0	\$375,000	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
806	Automatic Entrances					
810	HM/Hard./Wd Drs - Custom Doors					
836	Specialty Doors/Counter Shutters					
900	Painting					
	Allowance for Lintels, Miscellaneous Metals, Etc.		\$15,750	\$15,750	\$15,750	\$0
			\$0	\$0	\$0	\$0
1420	Elevator & Convey Systems					
	Otis Elevator - Leave as Existing		\$0	\$0	\$0	\$0
	Modernization		\$0	\$71,663	\$0	\$0
	Replacement of Elevator w/ Roomless		\$0	\$0	\$85,000	\$0
	Removal of Existing Elevator		\$0	\$0	\$28,000	\$0
			\$0	\$0	\$0	\$0
	Total Cost		\$1,584,060	\$2,230,220	\$2,681,930	\$0
169	Arch/Engineering	6.00%	\$95,044	\$133,813	\$160,916	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$158,406	\$223,022	\$268,193	\$0
	Total Cost		\$1,837,509	\$2,587,055	\$3,111,038	\$0
	Contractor's Fee	8.00%	\$147,001	\$206,964	\$248,883	\$0
	Project Total with Fees and Contingency		\$1,984,510	\$2,794,020	\$3,359,921	\$0
	Performance Bond (50% of Cost of Bond)		\$6,926	\$9,285	\$10,700	
	Project Total with Fees, Contingency and 50% of Bond		\$1,991,436	\$2,803,305	\$3,370,621	\$0

Savings if Roofing and Shell are Combined

-\$96,397

-\$87,703

-\$108,824

Riviera Renovations - MEP Preliminary Budget Options - Good - Better - Best - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically October - December, 2019					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/Topo - Historic Preservation Survey	A	\$0	\$0	\$0	\$0
102	Stake Building	A	\$0	\$0	\$0	\$0
103	Soil Test	A	\$0	\$0	\$0	\$0
104	Stake Site	A	\$0	\$0	\$0	\$0
105	Stake Curb	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment - Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate - Allowance	A	\$7,500	\$7,500	\$7,500	\$0
110	State Permit - By Each MEP Trade	C	\$0	\$0	\$0	\$0
110-01	State Permit for Historical Review - Presuming this will be part of Shell	C	\$0	\$0	\$0	\$0
111	Local Permit - By Each MEP Trade	C	\$0	\$0	\$0	\$0
112	Construction Elect. - Assume that Owner will pay monthly energy bills	C	\$0	\$0	\$0	\$0
113	Temp. Heat - Allowance - Interior Work - Not Anticipated - Switch Over?	C	\$5,000	\$5,000	\$5,000	\$0
114	Winter Conditions - Allowance for Misc.	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator - Exclude - Power Exists or by each trade		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allow. Of 3)	C	\$1,650	\$1,650	\$1,650	\$0
119	Concrete Testing - (4 sets)	C	\$0	\$0	\$0	\$0
120	Dry Air System - Exclude - See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning - Once per Month in addition to regular subs cleaning	C	\$3,600	\$3,600	\$3,600	\$0
122	Final Cleaning - For Final Cleaning of Rooms/Ballroom Upon Completion	C	\$5,000	\$5,000	\$5,000	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence - Exclude	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff.; Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box - Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (20 shts x 25 sets)	C	\$500	\$500	\$500	\$0
134	Electric/Gas/Data Fees - Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees - Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures - (Encl. Scaffolding)	C	\$0	\$0	\$0	\$0
138	Street Cleaning/Snow Removal	A	\$0	\$0	\$0	\$0
139	Shoring - (See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance - Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk-Off Mats	A	\$0	\$0	\$0	\$0
144	Finishes Protection Allowance	A	\$1,000	\$1,000	\$1,000	\$0
146	As-Built CD's	C	\$1,000	\$1,000	\$1,000	\$0
155	Job Sign	C	\$750	\$750	\$750	\$0
156	Temp Signage	C	\$375	\$375	\$375	\$0
162	Sewer & Water fees - Fee for a 6" vs. a 4"	A	\$0	\$0	\$0	\$0
170	Utility relocation - Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering - Exclude		\$0	\$0	\$0	\$0
179	Interior Design - (Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Manager (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$6,730	\$10,026	\$11,240	\$0
187	Structural Steel Final Design	0%	\$0	\$0	\$0	\$0
	Project Requirements		\$73,605	\$91,201	\$106,715	\$0
1520	Plumbing					
	Lake Geneva Plumbing		\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$30,975	\$0	\$0	\$0
	Fixture and Equipment Upgrades/Replacement		\$54,075	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$0	\$32,813	\$0	\$0
	Fixture and Equipment Upgrades/Replacement - Replace all - manual		\$0	\$119,125	\$0	\$0
			\$0	\$0	\$0	\$0
	Minimum - Replace Underfloor Piping and General Remodeling		\$0	\$0	\$32,813	\$0
	Fixture and Equipment Upgrades/Replacement - Replace All with Sensor		\$0	\$0	\$139,125	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
1545	Site Plumbing					
	Trench Drain Work - Tie in Trench Drain		\$0	\$0	\$1,500	\$0
			\$0	\$0	\$0	\$0
	New 6" Service for Fire Protection		\$0	\$36,225	\$36,225	\$0
			\$0	\$0	\$0	\$0
1550	Fire Protection					
	Design Build Fire Pro		\$0	\$75,000	\$0	\$0
	Dry System(s) Attic(s)		\$0	\$15,000	\$0	\$0
	1st and 2nd Floor Areas - Wet Systems - Abv 40 Degrees		\$0	\$0	\$0	\$0
	6" Service, Stor, Connect,		\$0	\$0	\$0	\$0
	Alternate 1 - Remote FDC if required		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	KHR Budget (\$117,250)		\$0	\$0	\$117,250	\$0
			\$0	\$0	\$0	\$0
1554	Fire System Monitoring (With Electrical Scope)					
			\$0	\$0	\$0	\$0
1580	HV/AC					
	Vorpagel		\$0	\$0	\$0	\$0
	Variable Refrig. Flow Wtr. Source Heat Pump - Replaces AC and Condens.		\$388,500	\$0	\$0	\$0
	HDPE piping for Heat Rejection - Part of Above		\$0	\$0	\$0	\$0
	Energy Recovery Ventilation/Demand Ctrl, vent. For 8 upper level systems		\$0	\$0	\$0	\$0
	High Efficiency Boiler for Heat to Heat Panels, Radiant Ht., Domestic Wtr.		\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Above Plus Radiant Floor Heat and Repl. Fan Coil Units Tenants/Ballrm.		\$0	\$470,400	\$0	\$0

	Above Plus WIFI Controls, Radiant Floor Ht in 1st Floor RR, Repl. Louvers		\$0	\$0	\$0	\$0
			\$0	\$0	\$494,300	\$0
			\$0	\$0	\$0	\$0
1591	Refrigeration/Coolers/Kitchen					
	Food Service Equipment Upgrades (with Interior Alterations)		\$0	\$0	\$0	\$0
1600	Electrical					
	Giraffe Electric (KHR + 12%)		\$102,600	\$0	\$0	\$0
	Phase 1 - Emerg. Egress Lighting (1,2), Sec. Lighting/Cameras, Voice/Data		\$0	\$0	\$0	\$0
	Switchgear cleanup, Fire Alarm Upgrades, Rescue Assist Area 2nd Floor		\$0	\$0	\$0	\$0
	Transformers cleanup, Stair Lighting		\$0	\$0	\$0	\$0
	Phase 2 - Above Plus Miscellaneous Remodeling (\$40 K)		\$0	\$142,900	\$0	\$0
	Elevator wiring, GFI for Winter Fest, Heat Tape Gutters		\$0	\$0	\$0	\$0
	Phase 3 - Upgrades, WIFI Controls, Data Ports, Etc.		\$0	\$0	\$0	\$0
	Phase 4 - LED Concourse Lighting, Ballroom Cove, Ballroom Fixtures		\$0	\$0	\$177,300	\$0
	See Interior Alterations		\$0	\$0	\$0	\$0
	Additional Allowance For HVAC Equipment Wiring		\$30,000	\$30,000	\$30,000	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
1603	Security/Communication - (With Electrical Scope)					
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
	Total Cost		\$679,755	\$1,012,664	\$1,135,228	\$0
169	Arch/Engineering	6.00%	\$40,785	\$60,760	\$68,114	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$67,976	\$101,266	\$113,523	\$0
	Total Cost		\$788,516	\$1,174,691	\$1,316,864	\$0
	Contractor's Fee	8.00%	\$63,081	\$93,975	\$105,349	\$0
	Project Total with Fees and Contingency		\$851,597	\$1,268,666	\$1,422,213	\$0
	Performance Bond (50% of Cost of Bond)		\$3,358	\$4,671	\$5,155	
	Project Total with Fees, Contingency and 50% of Bond		\$854,955	\$1,273,337	\$1,427,368	\$0

Riviera Renovations - Interior Alterations - Good - Better - Best Options - Job #4453						
Cost Code	Description		Good Options	Better Options	Best Options	Selected Option
	Hypothetically February - April, 2020					
100	Project Requirements (Primarily for 3 Mos)	A	\$0	\$0	\$0	\$0
101	Survey/Topo—Historic Preservation Survey	A	\$0	\$0	\$0	\$0
102	Stake Building	A	\$0	\$0	\$0	\$0
103	Soil Test	A	\$0	\$0	\$0	\$0
104	Stake Site	A	\$0	\$0	\$0	\$0
105	Stake Curbs	A	\$0	\$0	\$0	\$0
106	Supervision (good 50%; better 75%; best 100%) \$85 per hour	C	\$22,100	\$33,150	\$44,200	\$0
107	Grading	A	\$0	\$0	\$0	\$0
108	Special Assessment—Exclude	A	\$0	\$0	\$0	\$0
109	Utility Protect/Relocate—Allowance	A	\$0	\$0	\$0	\$0
110	State Permit (based on 15,346 sq ft)	C	\$1,250	\$1,250	\$1,250	\$0
110-01	State Permit for Historical Review	C	\$0	\$0	\$0	\$0
111	Local Permit (30x15346 or \$10/\$1,000 val)	C	\$10,000	\$15,000	\$20,000	\$0
112	Construction Elect.—Assume that Owner will pay monthly energy bills	C	\$7,000	\$7,000	\$7,000	\$0
113	Temp. Heat—Allowance—Will Have Permanent	C	\$0	\$0	\$0	\$0
114	Winter Conditions - Allowance	A	\$2,000	\$2,000	\$2,000	\$0
115	Rendering		\$0	\$0	\$0	\$0
116	Temporary Generator—Exclude		\$0	\$0	\$0	\$0
117	Job Trailer - (Allowance of \$450/month + \$450 transport); Or Room Rental Fee		\$1,800	\$1,800	\$1,800	\$0
118	Dumpsters - (Allowance of 6 to 8)	C	\$3,300	\$3,850	\$4,400	\$0
119	Concrete Testing—(4 sets)	C	\$0	\$0	\$0	\$0
120	Dry Air System—Exclude—See Temp Heat	C	\$0	\$0	\$0	\$0
121	General Cleaning - Include Portering Once a Week	C	\$10,500	\$10,500	\$10,500	\$0
122	Final Cleaning	C	\$8,500	\$8,500	\$8,500	\$0
124	Dust Walls - Allowance	C	\$3,600	\$3,600	\$3,600	\$0
125	Temp Fence—(Allow. For Base of Scaffold)	C	\$0	\$0	\$0	\$0
126	Temp Storage Trailers	C	\$2,000	\$2,000	\$2,000	\$0
127	Temp Railings (Exter = Scaff., Inter = Elev.)	C	\$1,500	\$1,500	\$1,500	\$0
128	Temp Roads	C	\$0	\$0	\$0	\$0
129	Temp. Toilet (3 mos + move)	C	\$500	\$500	\$500	\$0
130	Knox Box—Allowance	C	\$0	\$0	\$0	\$0
133	Reproduction (40 shts x 25 sets)	C	\$1,000	\$1,000	\$1,000	\$0
134	Electric/Gas/Data Fees—Exclude	A	\$0	\$0	\$0	\$0
135	UPS - Allowance	C	\$500	\$500	\$500	\$0
136	Impact Fees—Exclude	A	\$0	\$0	\$0	\$0
137	Barriers/Enclosures	C	\$1,650	\$1,650	\$1,650	\$0
138	Street Cleaning/Snow Removal	A	\$0	\$0	\$0	\$0
139	Shoring—(See Subcontractor Below)	A	\$0	\$0	\$0	\$0
142	Poor Soils Allowance—Exclude	A	\$0	\$0	\$0	\$0
143	Temp Walk Off Mats	A	\$1,000	\$1,000	\$1,000	\$0
144	Finishes Protection Allowance	A	\$4,000	\$4,000	\$4,000	\$0
146	As-Built CD's	C	\$1,500	\$1,500	\$1,500	\$0
155	Job Sign	C	\$1,500	\$1,500	\$1,500	\$0
156	Temp Signage	C	\$750	\$750	\$750	\$0
162	Sewer & Water fees—Exclude	A	\$0	\$0	\$0	\$0
170	Utility relocation—Exclude	A	\$0	\$0	\$0	\$0
178	Civil Engineering—Exclude		\$0	\$0	\$0	\$0
179	Interior Design—(Exterior by Legacy)		\$0	\$0	\$0	\$0
190	Project Management (good 50%; better 75%; best 100%) (PM not Proj. Direct.)	C	\$6,500	\$9,750	\$13,000	\$0
185	Insurance	1%	\$11,361	\$12,336	\$16,492	\$0
187	Structural Steel Final Design	0%	\$3,750	\$3,750	\$3,750	\$0
	Project Requirements		\$107,561	\$128,386	\$152,392	\$0
122	Cleaning - (in Project Req.)					
139	Scaffolding/Shoring - (by Trade Requiring)					
200	Sitework - (or Demo)					
205	Silt Fence - (at Stair Replace? - Prob. No - Landlocked)					
243	Demolition - (Stair/Selective) Trench Drain Repair		\$8,500	\$8,500	\$8,500	\$0
244	Asbestos Testing					
245	Asbestos Removal (Incl. Above)					
260	Asphalt - ? - Patching?					
271	Fences & Gates - ? - Restor./Rep?					
280	Landscaping - ? - Restor/Repla					
281	Landscape Plan					
285	Lawn Sprinklers - ? Exist. Syst?					
300	Concrete Concrete Paving for Trench Drain Repair		\$32,300	\$32,300	\$32,300	\$0
300/400	Concrete/Masonry (See Separate)					
300/400	Concrete Cutting/Coring (by trade)					
340	Precast - Architectural Sills/Band					
357	Curb & Cutter					
400	Masonry - Tuckpointing					
500	Structural Steel - Fabrications					

1200	Southeast Steel Stair		\$14,900	\$14,900	\$14,900	\$0
1201	Stair Protection (see New Trade)					
1202	Architectural Metal Panels					
1203	Stair Handrail (S.S.) (see Weld Room)					
1204	Finishes					
	General Finish Out Allowance -		\$0	\$0	\$0	\$0
	1st Floor Concourse and Restrooms		\$180,900	\$215,100	\$249,200	\$0
			\$0	\$0	\$0	\$0
	2nd Floor Restrooms		\$51,200	\$51,200	\$51,200	\$0
			\$0	\$0	\$0	\$0
	Ballroom - Ceiling Rem/Replace, Railings, Paint, Etc.		\$516,400	\$516,400	\$516,400	\$0
			\$0	\$0	\$0	\$0
	Tenant Storage Improvements		\$16,000	\$24,000	\$32,000	\$0
			\$0	\$0	\$0	\$0
	Mechanical Room Upgrades -		\$5,000	\$9,000	\$14,200	\$0
			\$0	\$0	\$0	\$0
1205	Paints & Walls					
1206						
1207	Upgrades for Countertops/Support Areas		\$16,300	\$16,300	\$16,300	\$0
1208	Paints & Walls					
1209	Paints & Walls					
1210	Paints & Walls					
1211	Paints & Walls					
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1239	Paints & Walls					
1240	Re-Finish Floor		\$20,000	\$0	\$0	\$0
1241	Replace Floor		\$0	\$51,500	\$51,500	\$0
1242			\$0	\$0	\$0	\$0
1243	Paints & Walls					
1244	Paints & Walls					
1245	Paints & Walls					
1246	Paints & Walls					
1247	Paints & Walls					
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1258	Paints & Walls					
1259	Paints & Walls					
1260	Budget		\$0	\$0	\$52,500	\$0
1261	Paints & Walls					
1262	Budget		\$0	\$0	\$236,145	\$0
1263	Paints & Walls					
1264	Paints & Walls					
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1295	Paints & Walls					
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1297	Paints & Walls					
1298	Paints & Walls					
1299	Paints & Walls					
1300	Block Equipment					

1520	Plumbing					
1545	Site Plumbing					
	Connect Trench Drain		\$1,500	\$1,500	\$1,500	\$0
1550	Fire Protection					
	Allowance to Adjust/Move Heads		\$17,300	\$17,300	\$17,300	\$0
1554	Fire System Monitoring - See Electrical					
1580	HV/AC					
	Additional Ductwork/Remodeling		\$38,600	\$38,600	\$38,600	\$0
1591	Refrigeration/Coolers/Kitchen					
	Food Service Equipment Upgrades		\$0	\$0	\$59,850	\$0
1600	Electrical					
	Main Concourse Lighting		\$14,000	\$14,000	\$14,000	\$0
			\$0	\$0	\$0	\$0
	Replace Ballroom Cove Lighting		\$42,600	\$42,600	\$42,600	\$0
			\$0	\$0	\$0	\$0
	Replace Ballroom Lighting		\$38,100	\$38,100	\$38,100	\$0
			\$0	\$0	\$0	\$0
	Miscellaneous Electrical		\$30,000	\$30,000	\$30,000	\$0
			\$0	\$0	\$0	\$0
1603	Security/Communication					
	Total Cost		\$1,151,161	\$1,249,686	\$1,669,487	\$0
169	Arch/Engineering	6.00%	\$69,070	\$74,981	\$100,169	\$0
198	Contingency (per KHR Recommendation)	10.00%	\$115,116	\$124,969	\$166,949	\$0
	Total Cost		\$1,335,346	\$1,449,636	\$1,936,605	\$0
	Contractor's Fee	8.00%	\$106,828	\$115,971	\$154,928	\$0
	Project Selling Price		\$1,442,174	\$1,565,607	\$2,091,534	\$0
	Performance Bond (50% of Cost of Bond)		\$5,218	\$5,607	\$7,263	\$0
	Project Total with Fees, Contingency and 50% of Bond		\$1,447,392	\$1,571,214	\$2,098,797	\$0



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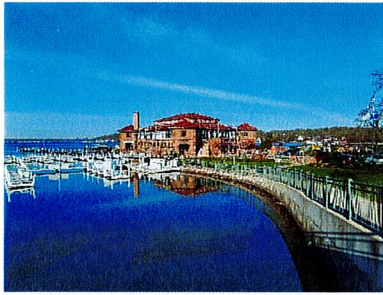
Since 1957 ▪ Architects ▪ Contractors ▪ Engineers ▪ Leaders

Riviera – Phase II

Project Summary

September 13, 2021

Description	Current Schedule Value	Final Cost of Work	Difference Savings / (Add)
Project Requirements	\$236,940	\$3,676,602	(\$172,501)
Subcontractors/Vendors	\$3,267,161	above	above
Contingency	\$379,928	\$379,110	\$818
Labor and Performance Bond	\$6,968	\$6,968	\$0
Architecture and Construction Mgmt. Fee	<u>\$533,463</u>	<u>\$567,800</u>	<u>(\$34,337)</u>
Totals	\$4,424,460	\$4,630,480	(\$206,020)



The Riviera Renovation
MSI General Job #4453A
Common Council
City Hall
October 11, 2021

Table of Contents

Page 1	Riviera Renovation Project Communication Summary
Pages 2 – 3	Riviera Ballroom and Shops Renovation Process Timeline
Pages 4 – 54	Detailed Backup to Process Timeline including contract documents & Owner's Meeting Minutes
Page 55	Summary of Change Order 9 for Phase I
Page 56	Summary of Change Order 8 for Phase II

Riviera Renovation
Project Communication Summary
October 11, 2021

Following is a summary of the communication and approvals processes that were employed for Riviera Phase I and Phase II Alterations:

1. Weekly Job Progress Meetings
Weekly Job Progress Meetings were held on Site for both Phase I and for Phase II. Notes and updates were sent weekly to the Owner's Group. For Phase II the Owner's Group designees for receipt of these communications were: Neil Waswo, Tom Earle, Karen Hall, Dave Nord, Ken Howell, Joan Yunker & Charlene Klein
2. Ad Hoc Committee – Phase II
The City assigned an Ad Hoc Committee to review and approve finishes for Phase II.
3. PHLC meetings were used for approvals in Phase I
4. An FLR meeting/Common Council meeting process was instituted for Phase II
5. Owner's Meetings
Owner's Meetings were held regularly throughout both Phase I and Phase II. In attendance were elected City officials, City Staff and Designated Representatives for both the City and MSI General.

City of Lake Geneva
Common Council Meeting
October 11, 2021

Riviera Ballroom and Shops Renovation
Process Timeline

Date	Document	Description of process issue
7/27/18	AIA Contract	City of Lake Geneva names Blaine Osborn as their Designated Owner's Representative
2/25/19	AIA Contract Change Order	City of Lake Geneva names David Nord as their Designated Owner's Representative
11/20/20	Owner's Meeting Minutes	City of Lake Geneva announces an acceleration of the construction schedule – reducing the construction timeline by 17% (31 days). At the request of the City of Lake Geneva, MSI General adds Aldermen Howell and Yunker to the Owner's Meeting Minutes distribution. Owner's Meeting schedule set for every other Thursday @ 9.30 a.m.
12/17/20	Owner's Meeting Minutes	Riviera events coordinator reports the wedding scheduled for 5/1 is firm and is established as a hard delivery date for the ballroom.
1/14/21	Owner's Meeting Minutes	
2/2/21	Owner's Meeting Minutes	
2/11/21	Owner's Meeting Minutes	
2/25/21	Owner's Meeting Minutes	
3/10/21	Owner's Meeting Minutes	MSI General offers a weekly Question & Answer session with Common Council members to facilitate communication. MSI General offer to increase the cadence of the Owners Meetings to once a week.
3/25/21	Owner's Meeting Minutes	
4/1/21	City of Lake Geneva Common Council Meeting	MSI General identifies the anticipated final cost of Phase II to be approximately \$4.5MM
4/2/21	Letter to Common Council members from MSI General.	The letter expresses appreciation for the continued support of the Common Council and again identifies the final project cost for Phase II to be approximately \$4.5MM
4/8/21	Owner's Meeting Minutes	Discussion of the 4/2/21 letter to the Common Council Aldermen regarding budget projections. MSI General suggests increasing the tempo of Owner's meetings to facilitate meeting the deadline.
4/15/21	Owner's Meeting Minutes	

City of Lake Geneva
Common Council Meeting
October 11, 2021

Riviera Ballroom and Shops Renovation
Process Timeline

4/22/21	Owner's Meeting Minutes	Discussion of final accounting process and anticipated final cost of Phase II to be approximately \$4.5MM
4/29/21	Owner's Meeting Minutes	Noted that anticipated final cost of Phase II to be approximately \$4.5MM
5/6/21	Owner's Meeting Minutes	Noted that anticipated final cost of Phase II to be approximately \$4.5MM
5/13/21	Owner's Meeting Minutes	Noted that anticipated final cost of Phase II to be approximately \$4.5MM
5/20/21	Owner's Meeting Minutes	Noted that anticipated final cost of Phase II to be approximately \$4.5MM
5/27/21	Owner's Meeting Minutes	Noted that anticipated final cost of Phase II to be approximately \$4.5MM
9/21/21	City of Lake Geneva - FLR Meeting	Final accounting presented and approved by FLR.
9/27/21	City of Lake Geneva – Common Council Meeting	FLR agenda presented and discussed. Final accounting of the Riviera Renovation costs continued to 10/11/21.
10/11/21	City of Lake Geneva – Common Council Meeting	Agenda to be posted.

AIA® Document A134™ – 2009
**Standard Form of Agreement Between Owner and Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed
Maximum Price**

AGREEMENT made as of the 27th day of July in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

5310

and the Construction Manager:
(Name, legal status and address)

MSI General Corporation
P.O. Box 7
Oconomowoc, WI 53066

for the following Project:

Historic Riviera Building Improvements Project
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

The Architect:
(Name, legal status and address)

MSI General Corporation
James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

The Owner's Designated Representative:
(Name, address and other information)

City of Lake Geneva
Blaine Oborn, City Administrator
626 Geneva Street
Lake Geneva, WI 53147

The Construction Manager's Designated Representative:
(Name, address and other information)

MSI General Corporation
Jennifer L. Guslick, Project Director
P.O. Box
Oconomowoc, WI 53066

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> The Riviera 812 Wrigley Drive Lake Geneva, WI 53147	CONTRACT INFORMATION: Contract For: Historic Riviera Building Improvements Project Date: 7/27/18	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 2/25/19
OWNER: <i>(Name and address)</i> City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147	ARCHITECT: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066	CONTRACTOR: <i>(Name and address)</i> MSI General Corporation PO Box 7 Oconomowoc, WI 53066

THE CONTRACT IS CHANGED AS FOLLOWS:

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

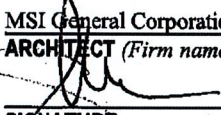
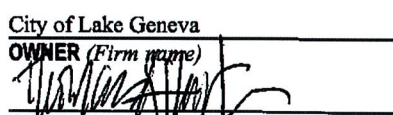
Delete Blaine Oborn, City Administrator as the Owner's Designated Representative
 Add David Nord, City Administrator as the Owner's Designated Representative
 Delete Jennifer L. Guslick, Project Director as the Construction Manager's Designated Representative
 Add Jay Craig, Vice President - Sr. Project Executive as the Construction Manager's Designated Representative

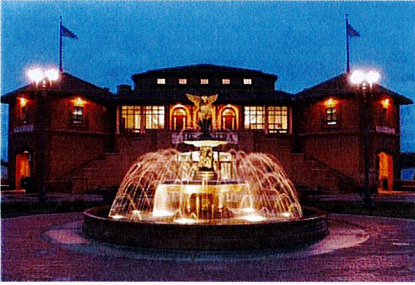
The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

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

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

MSI General Corporation ARCHITECT <i>(Firm name)</i>  SIGNATURE Jim Olson, Vice President - Design & Development PRINTED NAME AND TITLE February 25, 2019 DATE	MSI General Corporation CONTRACTOR <i>(Firm name)</i>  SIGNATURE Ken Krahe, President PRINTED NAME AND TITLE February 25, 2019 DATE	City of Lake Geneva OWNER <i>(Firm name)</i>  SIGNATURE Thomas A. Hartz, Mayor PRINTED NAME AND TITLE February 25, 2019 DATE
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The Riviera
Owner's Meeting Minutes
November 20, 2020
11:30 a.m. – 12.30 p.m.

In Attendance:

Mayor Klein
City Administrator Nord
City Comptroller Hall
DPW Director Earle
Stu LaRose – MSI General
Dave Luterbach – MSI General
Jay Craig – MSI General

Copies to:

Ken Howell – FLR
Joan Yunker – PHLC
Fred Wincapaw – MSI General
Mike Komlo – MSI General
Adam Roder – MSI General
Nancy Mooney-Buske – MSI General
Anne Krogstad – MSI General
Ken Krahe – MSI General

1. Status of City Authorization to Proceed
 - a. Critical Dates
 - i. MSI General to join 11/23 – Common Council meeting to provide information regarding elevator vendor
 - ii. 12/1 – FLR to approve proposed financing vehicle
 1. Quarles & Brady acting as counsel to the City on the issuance of the Notes. Q&B to draft resolutions. Reimbursement of hard costs up to 60 days prior to approval allowable
 - iii. 12/2 – Common Council to approve proposed financing vehicle
 1. Funds will not be available to pay draws until end of January.

2. MSI General will process draws per the normal procedure but understands the November and December 2020 draws will likely not be paid until the end of January.

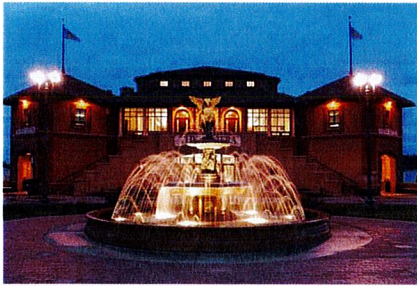
2. Construction Schedule

- a. Duration – originally 6 months (11/16 – 5/14).
- b. Revised Duration – (12/3 – 4/30 for ballroom). Wedding scheduled for May 1, 2021. Stephanie to provide schedule of May bookings and alert May clients of possible delay in delivery of completion of the renovation work.
- c. Moving some work to a Phase III (Winter 2021) is the back-up plan if there is further delay in getting the elevator contract approved or delay in getting note approvals on 12/2/20
- d. MSI General will investigate if there is an expedited elevator production schedule/payment possible with subcontractors.

3. Design Coordination Meeting Schedule

- a. First interiors meeting 12/4/20 at 9 a.m.

4. Changes to Scope of Work (1st floor space revision?). There are no additional changes at this time.
5. PHLC meets next week to discuss leases for the 1st floor space.
6. Ad Hoc Committee met 11/19 and determined they would like to keep the dark bronze color of the 1st floor doors. MSI General to order some samples for the committee to review. Committee would like to keep exterior doors in wood but would like to add glass panels where appropriate. Committee approved the chandelier for the ballroom and it will go to Common Council for approval. The City will have the chandelier weighed and MSI General will engage its' structural engineer to review the addition of the chandelier to the ceiling structure.
7. MSI General presented an analysis of the two elevator subcontractors illustrating the differences between the two. MSI General will forward the analysis electronically to the City to include the document in the 11/23 Common Council packet. MSI General reports that the lowest responsible bids have been recommended for all additional subcontracts.
8. Future Owner Meeting Schedule will occur every other week on Thursday mornings @ 9.30 a.m. at The Riviera. The next meeting is Thursday, December 17, 2020. MSI General will include Ken Howell and Joan Yunker on meeting minutes and meeting invitations.
9. Door inspection – restoration v replacement. Director Earle and Dave Luterbach inspected the first and second floor doors and identified those to be restored and those to be replaced.
 - a. Finalize color. Ad Hoc committee will finalize door color.



The Riviera
Owner's Meeting Minutes
December 17, 2020
9:30 a.m. – 10.15 a.m.

Attendees:

Mayor Klein
City Administrator Nord
City Comptroller Hall
DPW Director Earle
DPW Superintendent Waswo
Riviera Facilities Manager Borghgraef
Fred Wincapaw – MSI General
Jay Craig – MSI General

Copies to:

Ken Howell – FLR
Joan Yunker – PHLC
Stu LaRose – MSI General
Dave Luterbach – MSI General
Mike Komlo – MSI General
Adam Roder – MSI General
Nancy Mooney-Buske – MSI General
Anne Krogstad – MSI General
Ken Krahe – MSI General

1. Approvals/Communication
 - a. Critical Dates
 - i. Building Permit –
 1. Permits will be “no fee”. Building permit turnaround will be prompt once all subcontractors have submitted their applications. Director Earle can assist if needed.
 - b. Communication Plan
 - i. Requested Changes – work cannot commence w/o approvals. City process/timing? Owner change order requests will be drawn and priced

- then presented to Owner. Change requests will be approved prior to any work commencing in the field. Timing/turnaround time on approvals will be critical to keeping the schedule.
 - ii. Owner Meeting Minutes – Jay/Stu to generate and distribute Owner’s meeting minutes to all on those listed above on page 1.
 - iii. Job Progress Meeting Minutes – Fred will have job progress meetings weekly on Fridays at 8 a.m. The focus of these meetings is subcontractor coordination but all are welcome to attend. Job Progress meeting minutes will be generated and distributed by MSI General the Monday following the meetings.
 - iv. Monthly Financial Summary w/Draw Schedule. MSI General to hold a project financial summary meeting that coincides with the Monthly Draw Request beginning with the draw request at the end of January. Dave Luterbach to quarterback the meetings.
 - v. Communication received/requests made from outside the Owner’s Group by City staff, City elected officials, residents and/or media shall be responded to and those making the requests will be politely informed that communications/requests must be routed through City Administrator Nord.
- c. Owner Requested Change Orders
 - i. Electrical outlet adds for storage room – existing service is believed available - will be field confirmed.
 - ii. Owner requests that every Tenant Space be outfitted with a capped water source, a drain and an electric panel. MSI General to draw, price and present the Owner Change Order request. Giraffe to recommend service needs per space.

2. Construction Update

- a. This week
 - i. install scaffold in ballroom – begin ceiling demo for inspection
 - ii. demo work continues
 - iii. MEP & FP Coordination meeting 12/18 @ 8 a.m.
- b. Next week
 - i. Continue block & plumbing demo
- c. Subcontracts all issued by 12/18.
- d. Abatement is complete. Demolition continues. MSI General will commence construction upon receipt of the building permit.

3. Construction Schedule

- a. Duration
 - i. Deliver Ballroom by 4/30. The event coordinator reports that the wedding booked for 5/1 is firm. The event scheduled for the following weekend (5/8) has been canceled. City Administrator Nord directed that no events are to be booked to replace the canceled booking on 5/8.
 - ii. Deliver 1st floor by 5/15

- b. Elevator – has been ordered. Shop drawings have been received and being reviewed.

4. Design

- a. Historical evidence indicates lower level windows were white. Owner evaluating color selection. Mayor Klein has submitted the issue to SHPO for determination. A bronze color tone was approved previously. If SHPO determines white is historically consistent and/or Owner chooses to revert to white, a committee approval will be required.
- b. Exterior doors of wood present maintenance issues for DPW. MSI General investigating alternates of more durability.
- c. Foot wash location(s). MSI General to evaluate location opportunities for exterior foot wash stations.
- d. Lake Geneva needs confirmation of the size of each Tenant space. Tenant space square footages have been determined by laser scan. MSI General will field measure to confirm dimensions.
- e. Use of spaces. There was discussion as to keeping the use of the Tenant spaces consistent with their past use. Additional building penetrations to accommodate the potential venting/exhaust needs of uses inconsistent with past uses will present constructability challenges and may violate historical integrity/SHPO approvals.

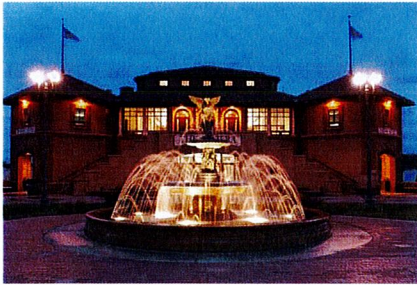
5. Interior Design

- a. Chandelier inspection 12/18/20.
- b. Nancy & Anne working with Owners team on finishes.
- c. Finishes presentation planned for mid-January @ Common Council. Prior to Common Council, MSI General to schedule Owner's meeting presentation to finalize finish selections.

6. Tenant Spaces - update from PHLC meeting regarding leases for the 1st floor space.

- a. All but one of the Tenant Spaces have been assigned. Administrator Nord will distribute a schedule of Tenants and tenant space assignments to the team.
- b. MEP & FP shops due 1/6/21. Any/all owner tenant equipment must be identified and communicated with MEP & FP no later than 12/30.

7. Future Owner Meeting Schedule – 1/7 meeting is canceled. The next Owner's meeting will be 1/14 @ 9.30 a.m. Owners' meetings to be schedule every two weeks on Thursdays @ 9.30 a.m.



The Riviera
Owner's Meeting Minutes
January 14, 2021
9:30 a.m. – 10.15 a.m.

Attended:

Mayor Klein
Joan Yunker – PHLC
City Administrator Nord
DPW Superintendent Waswo
Jay Craig – MSI General

Copies to:

Ken Howell – FLR
City Comptroller Hall
DPW Director Earle
Riviera Facilities Manager Borghgraef
Fred Wincapaw – MSI General
Stu LaRose – MSI General
Dave Luterbach – MSI General
Mike Komlo – MSI General
Adam Roder – MSI General
Nancy Mooney-Buske – MSI General
Anne Krogstad – MSI General
Ken Krahe – MSI General

1. Approvals/Communication

a. Critical Dates

i. ~~Building Permit Received~~ _____

ii. Decision Matrix – see below

1. Item #1 – Pulley System. The budget contains an allowance of \$7500 to install the chandelier. It does not specifically address the addition of a pulley system. If one is deemed feasible, we can get pricing and present it to the committee. (Open Issue)

2. Item #2 – Pedestal Sinks for the 2nd floor women's restroom. Discussion regarding the additional cleaning required, the less accessibility to maintenance and the less counter space available for ladies to set items on while at the sink. MSI General to present pedestal sink options to committee. (Open Issue)
3. Item #3 – Interior signage for the Tenant Spaces will be blade signs. (Closed)
4. Item #4 – Awnings. There is no desire for metal awnings. The thoughts communicated are for seasonal, removable, canvas type awnings. MSI General to research and present options. (Open Issue)
5. Item #5 – Window color to be Sage Brown if we can get it timely from the manufacturer. (Closed Issue??)
6. Items #6 - #11 are all finish decisions to be made at the 1/14 Ad Hoc Committee meeting (Open Issues)

Riviera Phase II Owner Decisions				1/13/2021
	Description	Date Answer Required	Estimate	Notes:
1	Chandelier weight 500# - pulley system?	1/15/2021	\$ -	Does Owner require pulley for cleaning?
2	Pedestal sinks in lieu of countertop insert?	1/14/2021	\$ -	Longer lead times, and maintenance issues?
3	Interior signage	1/20/2021	\$ -	wall sign vs blade?
4	Awning design and color	1/20/2021	\$ -	Location per elevations, material? color?
5	1st floor window color - Sage Brown LT620-70	1/12/2021	\$ -	DONE
6	Paint colors - walls, columns, accents	1/14/2021	\$ -	
7	Plastic laminates for restroom sinks and shrouds	1/14/2021	\$ -	
8	Quartz countertops for restrooms bar, and security desk	1/14/2021	\$ -	
9	Toilet partitions	1/14/2021	\$ -	
10	Wood flooring for ballroom	1/14/2021	\$ -	
11	Drapery fabric	1/20/2021	\$ -	
			\$ -	
	Total Estimate		\$ -	

- b. Communication Plan
 - i. ~~Requested Changes — work cannot commence w/o approvals. Timing/turnaround time on approvals will be critical to keeping the schedule.~~
 - ii. Monthly Financial Summary w/Draw Schedule. Combine with next Owner's Meeting. February 2, 2021. 1 p.m. Dave Luterbach & Dione Funk will join for the financial review.
- c. Owner Requested Change Orders/Contingency
 - i. See below

2. Construction Update

Work completed last week-

1. CCI has continued on the masonry demo. The east end is substantially complete and materials are being reclaimed.
2. Giraffe Electric has supported the demo sequence. The fire monitoring system has been restored and is running. Temp lighting has been supplied in the hallway. They are also addressing the power and function of the elevator to support Otis demo.
3. Pure Mechanical has started on equipment demo and removed units as needed.
4. Joe DeBelak Plumbing has run camera thru plumbing pipes that were able to access. Jetting took place to support condition verification. They have completed plumbing demo in the bathrooms. They have started layout on the new units and are in the middle of field verification on the unknowns. Water service is suspended to the facility at this time.
5. Works Plumbing has started the water main upgrade to the facility. Connections have been completed across the road at the corner and they will continue west on Wrigley Drive next week. Works did a storm line repair for the city that was discovered during their sequence.
6. Schmitt Flooring has removed a section of the ballroom dance floor for sub floor verification and submitted material samples for approval.
7. Badger Railing came down and field verified the hand railing requirements to comply with code. They also evaluated the stair system that currently exists on the south end for any structural issues.
8. Lake Geneva DPW had the grease traps drained for removal.
9. D&D Millwork evaluated the wood interior doors to determine damage and uniformity.

Work happening this week-

1. Joe Debelak will continue on demo and rough in. FWAN investigation holes will be created and replacement plan will be completed supported by field verification.
2. Giraffe will continue on demo and rough in. Elevator will be powered up but use and access will be limited.
3. CCI will complete demo on first floor and verify quantities of reclaimed materials and start replacement list. Masonry demo will shift to second story bathrooms once first floor is complete.
4. Hepps Quality Restoration will continue on demo sequence that remains.
5. Works Plumbing will continue and complete water line upgrade to get onto the property and out of the public space.
6. Kevco Flooring is scheduled to start epoxy floor removal on 1/14.

Not all of the Owner's Group are receiving the Weekly Construction Status Report. Jay to distribute the current report to all and request that Fred add all to the weekly distribution.

3. Construction Schedule

a. Duration

- i. ~~Deliver Ballroom by 4/30. The event coordinator reports that the wedding booked for 5/1 is firm. The event scheduled for the following weekend (5/8) has been canceled. City Administrator Nord directed that no events are to be booked to replace the canceled booking on 5/8.~~
- ii. ~~Event Coordinator to deliver notice to bookings that construction may be ongoing into May.~~
- iii. Deliver 1st floor by? Some discussion at last meeting with Tom Earle to extend this deadline to the end of May. Dave Nord needs a date certain to include in the lease. The team will determine the date certain by 1/31/21.

4. Design

- a. ~~Plan Revision #2 issued and distributed to subcontractors this week.~~

5. Interior Design

- a. ~~Nancy & Anne working with Owners team on finishes.~~
- b. Ad Hoc Committee Meeting Thursday @ 6.30 p.m.
- c. Ice Machine in the ballroom to be relocated into the room that contains the other ice machine.

6. Tenant Spaces – to be designed for the building not for the specific Tenant that may occupy the space.

7. Financial Status

- a. Summary of Contingency

Riviera Phase 2			
Summary of Contingency			
Thru January 15, 2021			
Description of Contingency Item	Sub Number	Cost of Change	Disposition
01. FWAN 10355 - Camering and Scanning of Entire Plumbing System	\$ -	\$ -	
02. FWAN 11473 - Jetting and Flushing Existing Piping Not Replaced	\$ -	\$ -	
03. FWAN 11474 - Sort/Review Doors - Draw Up Replacement Plan	\$ -	\$ -	
04. FWAN 11475 - City Water Main	\$ -	\$ -	
05. FWAN 11476 - Additional Demo to Verify Condition of Plumbing	\$ -	\$ -	
06. Less Abatement Need Per Abatement Contractor	\$ -	\$ -	
07. Added Stud Walls/Insulation at Men's Room to Prevent Pipe Freeze	\$ -	\$ -	
08. Fire Alarm System - Temp Work to Maintain System	\$ -	\$ -	
09. Elevator Shaft Reconstruction - Existing Elevator Shaft Not Usable	\$ -	\$ -	
10	\$ -	\$ -	
Total		\$ -	
Summary of Contingency			
Original Contingency Amount Per Contract		\$ -	
Previous Changes to Contingency (From Change Order __)		\$ 379,928	
Changes to Contingency Per Above Summary		\$ -	
Current Contingency Amount		\$ 379,928	
Future Items or Costs to Be Aware of or Pending			

b. Cost Change Summary

Riviera Phase 2		
Summary of Change Requests - Owner Change Order 1		
Thru January 15, 2021		
Description of Change Request (OC01)	Sub Number	Cost of Change
1 Total of Owner Change Order 1 - Per Attached Summary	\$ -	\$ 4,041,799
2 Add water, drain & dedicated electrical panel to each Tenant Unit	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
Total (OC01)		\$ 4,041,799
Contract Summary		
Original Contract Amount		\$ -
Net Change by Prev. Author. Changes (OCO #__ thru OCO #__)		\$ -
Contract Sum Prior to this Change		\$ -
Net Change per Above Change Request (OC01)		\$ 4,041,799
Current Contract Sum		\$ 4,041,799
Future Items or Costs to Be Aware of or Pending		
Plumbing (1" water and waste) and Power (100 amp) Each Tenant Space		
Storage Room Outlets - (For Freezers)		
Footwash Stations		
Ceiling Hooks for Florals/Draperies in Ballroom		
Add Wall and Reconfigure Partitions for Full Length Mirror Womens 2nd		
Omit Balcony Stair Replacement		
Omit Motorized Shades and Wiring to Them		
Lighting Upgrades for Ballroom		
Pedestal Sinks on 2nd Floor In Lieu of Solid Surface Vanities		
IF THE PROJECT WERE TO END TODAY, THE PROJECT SUMMARY FOLLOWS:		
Original Contract Sum		\$ -
Changes to Date (Previous Changes + Above Changes)		\$ 4,041,799
Less Balance of Contingency (from Summary of Contingency)		\$ (379,928)
Project Total Cost		\$ 3,661,871

8. Future Owner Meeting Schedule –
 - a. The next Owner's meeting will be 2/2 @ 1 p.m. This meeting will also include an overview of the current pay application and the financial summary review.
 - i. Owners' meetings to be scheduled every two weeks on Thursdays @ 9.30 a.m. unless otherwise noted. Jay to send out email invitations.
9. After the meeting we walked thru the 1st floor.



The Riviera – Phase II
MSI General Job #4453A
Owner's Meeting Minutes
City Hall
February 2, 2021
1.00 p.m. – 2.30 p.m.

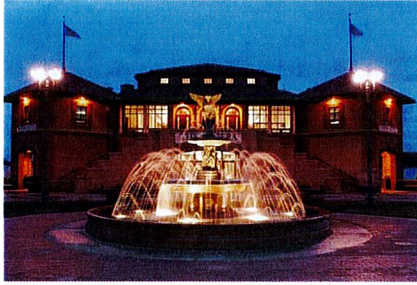
Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Mike Komlo	MSI General
Dave Nord	City Administrator - CLG	Adam Roder	MSI General
Karen Hall	City Comptroller – CLG	Nancy Mooney-Buske	MSI General
Tom Earle	DPW Director	Anne Krogstad	MSI General
Dione Funk	MSI General	Tim Melan	MSI General
Stu LaRose	MSI General	Lori Wittkopp	MSI General
Dave Luterbach	MSI General	Ken Howell	Aldersperson - CLG
Jay Craig	MSI General	Joan Yunker	Aldersperson – CLG
		Neil Waswo	DPW Superintendent
		Sam Borghgraef	Riviera Facilities Mgr.
		Ken Krahe	MSI General

1. Approvals

- a. FLR 2/2/21 – MSI General to attend and walk thru OCO and Contingency Analysis
- b. Common council 2/8/21 – MSI General to be available to answer questions
- c. Finish selections remaining
 - i. Plumbing Fixtures; 2nd Floor – CLG believes we have a decision on fixtures (Nancy please confirm)
 - ii. 1st Floor Sink Shrouds – Open issue
 - iii. Bar Equipment; revise or existing to remain? – Open issue
 - iv. Interior Signage; NMB working with Bauer to finalize submittal for LG review – Nancy meeting with Bauer on 2/2 to finalize
 - v. Exterior Awning; - Open Issue. Will not be metal. Dave will provide pricing options for canvas.

2. Construction Update

- a. Are all now receiving Fred's weekly construction update? Yes. Everyone appreciated the thorough update from Fred.
- 3. Construction Schedule
 - a. Deliver 2nd floor 4/29/21 – Schedule is on track
 - b. Deliver 1st floor 5/14/21 – Schedule is on track
 - c. Ceiling inspection – MSI General is inspecting clerestory roof area for signs of water intrusion and determining appropriate path forward.
- 4. Design
 - a. Tenant Spaces - to be designed for the building not for the specific Tenant that may occupy the space. Any modification requests from Tenant will be fielded by the City – MSI General to assist. Tenant Improvements are outside MSI General's scope of work but will be accommodated where possible with approved Owner Change Orders from City of Lake Geneva.
- 5. Financial Status
 - a. Payment Application/Draw – Dione. Dione walked us through the pay application process and we discussed the City process from initial receipt through payment.
 - b. Summary of Contingency – Dave. Dave presented the contingency summary update.
 - c. Owner Change Order #2 – Dave. Dave presented the OCO#2.
 - d. Cost Change Summary – Dave. Dave presented the Summary and offered bi-weekly updates to discuss in the regularly scheduled owner meetings.
- 6. Future Owner Meeting Schedule –
 - a. The next Owner's meeting will be 2/11 @ 9.30 a.m.
- 7. NOTES:
 - a. Send Charlene doors for approval
 - b. Stephanie is authorized to book April 2022 events.
 - c. North stairs are a possible Phase III given access restrictions to the ballroom work. TBD.
 - d. In presenting to FLR keep the overview short (5 minutes) and be prepared for questions. The committee members will appreciate the work that is being done to modernize the 100 year old building to make it useable in the 21st century.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 February 10, 2021
 9.30 a.m. – 11.15 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stu LaRose	MSI General
Dave Nord	City Administrator - CLG	Mike Komlo	MSI General
Karen Hall	City Comptroller – CLG	Adam Roder	MSI General
Neil Waswo	DPW Superintendent	Anne Krogstad	MSI General
Nancy Mooney-Buske	MSI General	Fred Wincapaw	MSI General
Jay Craig	MSI General	Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Ken Howell	Aldersperson - CLG
		Joan Yunker	Aldersperson – CLG
		Sam Borghgraef	Riviera Facilities Mgr.
		Tom Earle	DPW Director

1. Financial Approvals
 - a. February pay application/draw – to Karen Hall on or before Wednesday, 2/24/21
 - b. FLR 3/2/21
 - c. Common council 3/8/21 – MSI General may pick up check on 3/10.
2. Winterfest wrap up
 - a. Good Kick Off Event last Wednesday
 - b. Positive feedback from VISIT Lake Geneva following event – good feedback regarding the event all around
3. Construction Update
 - a. Fred update

4. Construction Schedule

- a. Deliver 2nd floor 4/29/21 – on schedule
- b. Deliver 1st floor 5/14/21 – on schedule
- c. Ceiling inspection – ongoing...MSI General team continues to evaluate options.

5. Design

- a. Tenant Spaces - to be designed for the building not for the specific Tenant that may occupy the space. Tenant space specification letter. Date Tenants will access their space – need date firm. Schedule a date soon to allow Tenants to inspect their spaces. Schedule 30 minute meetings for each Tenant on a Tuesday. The City will lead the discussion and Fred will join to assist. Schedule date and times once we have a firm date the floor will be closed up.

b. Finish selections

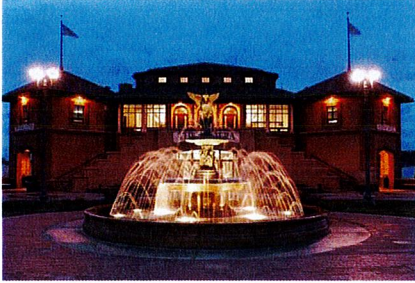
- i. Plumbing Fixtures; 2nd Floor – approved.
- ii. 1st Floor Sink Shrouds – Approved. Option 3
- iii. First floor terrazzo vs quartz flooring approval – NMB plan approved.
Colors to be selected.
- iv. Upgraded faucets and sinks to Tom E. Approved
- v. RJ Wood Casework questions? Answered
- vi. Wood Flooring selection at ballroom Approved. Vinyl base to be removed and replaced with a maple shoe
- vii. Restroom lighting 1st floor sconces and glazed block – No sconces.
Recessed lighting only.
- viii. Bar design – Boelter reviewing. In review. 2 Kegerators approved.
Nancy to send additional information and pricing to Charlene, Dave, Karen, Tom and Neal. Need decision 2/12/21.
- ix. Interior signage - Approved
- x. PLAM Sink shrouds first floor - Approved
- xi. Bottle filler? Yes. Approved
- xii. Awning design/color – Mayor would take credit if possible? Delete from scope and take the credit to offset the adds.
- xiii. Flag pole? 2 flag poles on North End approved. No flag poles to be located on South elevation
- xiv. Handicapped Ramp to be maple. Nancy to email Stephanie the ramp dimensions
- xv. Neal to reach out to local contact regarding cost to re-finish the brass rail and inquire if there is a contact that can match the brass finish for new rails needed for ramp.
- xvi. Get Neal specs on door hardware/locks. Need keying plan.

6. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 2/25 @ 9.30 a.m.

7. NOTES:

- a. Send Charlene doors for approval
- b. Stephanie is authorized to book April 2022 events.
- c. North stairs are a possible Phase III given access restrictions to the ballroom work. TBD.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 February 25, 2021
 9.30 a.m. – 10.15 a.m.

Attendees:		Copies to all attendees including:	
Joan Yunker	Aldersperson – CLG	Stu LaRose	MSI General
Dave Nord	City Administrator - CLG	Nancy Mooney-Buske	MSI General
Karen Hall	City Comptroller – CLG	Mike Komlo	MSI General
Sam Borghgraef	Riviera Facilities Mgr.	Adam Roder	MSI General
Tom Earle	DPW Director	Anne Krogstad	MSI General
Neil Waswo	DPW Superintendent	Tim Melan	MSI General
Fred Wincapaw	MSI General	Lori Wittkopp	MSI General
Jay Craig	MSI General	Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Ken Howell	Aldersperson - CLG
		Charlene Klein	Mayor - CLG

1. Financial Approvals – confirm dates

- a. March pay application/draw – to Karen Hall on or before Wednesday, 3/31/21?
Confirmed
- b. FLR 4/6/21 Confirmed
- c. Common council 4/12/21 Confirmed
- d. Check available on 4/14. Confirmed
- e. Dave Nord will put us on the FLR meeting agenda for 3/2. At that meeting we will need scope and pricing for and Owner Change Order Request for:
 - i. Ballroom kitchen plumbing
 - ii. Ballroom window louvers
 - iii. Electrical wiring for battery packs
 - iv. Reclaiming / salvage of historical (discontinued) tiles
 - v. Upgraded bar equipment

2. Construction Update

- a. Discuss Friday weekly update – Fred presented the current status

3. Construction Schedule

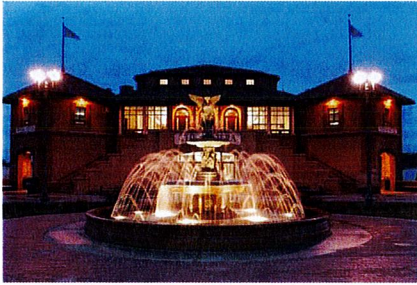
- a. Deliver 2nd floor 4/29/21 – On Schedule
- b. Deliver 1st floor 5/14/21 – On Schedule
- c. Ceiling inspection – waiting on pricing for the “Brick-It” solution – need pricing asap

4. Design

- a. Tenant Spaces – Tenants walked their spaces on Tuesday 2/23. There will be a small owner change order to accommodate additional work requested by Tenants
- b. Finish selections
 - i. Plumbing Fixtures; 2nd Floor – approved.
 - ii. 1st Floor Sink Shrouds – Approved. Option 3
 - iii. First floor terrazzo vs quartz flooring approval – NMB plan approved. Colors to be selected.
 - iv. Upgraded faucets and sinks to Tom E. Approved
 - v. RJ Wood Casework questions? Answered
 - vi. Wood Flooring selection at ballroom Approved. Vinyl base to be removed and replaced with a maple shoe
 - vii. Restroom lighting 1st floor sconces and glazed block – No sconces. Recessed lighting only.
 - viii. Bar design – Boelter reviewing. In review. 2 Kegerators approved. Nancy to send additional information and pricing to Charlene, Dave, Karen, Tom and Neal. Need decision 2/12/21.
 - ix. Interior signage - Approved
 - x. PLAM Sink shrouds first floor - Approved
 - xi. Bottle filler? Yes. Approved
 - xii. Awning design/color – Mayor would take credit if possible? Delete from scope and take the credit to offset the adds.
 - xiii. Flag pole? 2 flag poles on North End approved. No flag poles to be located on South elevation
 - xiv. Handicapped Ramp to be maple. Nancy to email Stephanie the ramp dimensions
 - xv. Neal to reach out to local contact regarding cost to re-finish the brass rail and inquire if there is a contact that can match the brass finish for new rails needed for ramp.
 - xvi. Get Neal specs on door hardware/locks. Need keying plan.

5. Future Owner Meeting Schedule –

- a. The next Owner’s meeting will be 3/10 @ 9.30 a.m. or 3/18 @ 9.30 a.m.
 - i. Next Owner Meeting will be 3/10 @ 9.30 a.m.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 March 10, 2021
 9.30 a.m. – 10.30 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG Joan	Ken Howell	Aldersperson - CLG
Yunker	Aldersperson – CLG	Sam Borghgraef	Riviera Facilities Mgr.
Dave Nord	City Administrator - CLG	Tom Earle	DPW Director
Karen Hall	City Comptroller – CLG	Neil Waswo	DPW Superintendent
Dave Salkin	Bauer Sign	Fred Wincapaw	MSI General
Nancy Mooney-Buske	MSI General	Stu LaRose	MSI General
Jay Craig	MSI General	Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General

1. Financial Approvals –
 - a. Owner Change Order Request #3B approved at City Council 3/8/21.
 - i. Plan Revision underway and scope revisions being communicated to subcontractors
 - b. March pay application/draw – to Karen Hall on or before Wednesday, 3/31/21
Confirmed
 - c. FLR 4/6/21 Confirmed
 - d. Common council 4/12/21 Confirmed
 - e. Check available on 4/14. Confirmed
2. Construction Update
 - a. Discuss Friday weekly update – no questions on weekly update

3. Construction Schedule

- a. Deliver 2nd floor 4/29/21 – on track for substantial completion
- b. Deliver 1st floor 5/14/21 – on track for substantial completion

4. Design

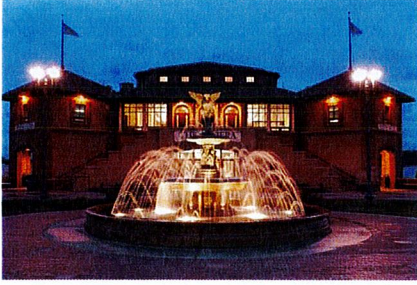
- a. Signage – will customize signage for each Tenant. Bauer signs to prepare hardware and signage for review by NMB next week. Bauer signs to work within existing allowance in budget to customize signs. City to identify/finalize the approval process for timely decision on signage.
- b. Toilet Room Accessories – Nancy has the answers she needs

5. Other

- a. Communication with Team and with Common Council –
 - i. MSI General offered weekly Q&A sessions with Council members to facilitate communication
 - ii. MSI General offered to meet twice as often (weekly) with the Owner's Group to facilitate communication
 - iii. Discussion of the difference between Owner requested changes and cost overruns. There have been no cost overruns on this project. Additional pricing has been presented to Council reflective of Owner requested changes to the scope of work. The Council requested a reduction in scope to limit the additional cost and passed Owner Change Order #3B.
- b. Gage Marine dedicated water meter
 - i. Attorney Draper requests dedicated meter for Gage Marine per their lease. MSI General to generate an Acceptance Letter for the additional cost and present to the City to be approved and included on next OCO (Owner Change Order). This is urgent if we are to include the meter installation in the Phase II construction sequence. If not approved timely, the work will have to be done after renovations are complete.
- c. Mayor Klein recognized the extraordinary efforts by the team to deliver the renovation on an accelerated timeline.

6. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 3/25 @ 9.30 a.m.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 March 25, 2021
 1.00 p.m. – 1.30 p.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Ken Howell	Aldersperson - CLG
Dave Nord	City Administrator - CLG	Sam Borghgraef	Riviera Facilities Mgr.
Tom Earle	DPW Director	Joan Yunker	Ad Hoc Committee and Alderman
Jay Craig	MSI General	Karen Hall	City Comptroller – CLG Neil
		Waswo	DPW Superintendent
		Fred Wincapaw	MSI General
		Stu LaRose	MSI General
		Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals – Confirmed with Karen at last meeting.
 - a. Owner Change Order Request #4 approved at City Council 3/23/21
 - b. March pay application/draw – to Karen Hall on or before Wednesday 3/31/21
 - c. FLR 4/7/21
 - d. Common council 4/12/21
 - e. Check available on 4/14/21.
2. Construction Update
 - a. Discuss Friday weekly update – No Questions on weekly update. The Mayor will attend the job site meeting tomorrow morning.

3. Construction Schedule

- a. Deliver 2nd floor 4/29/21 – Still tracking for substantial completion 4/29/21
 - i. New doors installed after 5/1/21 wedding - Confirmed
 - ii. Structural system for draperies and draperies installed after 5/1/21 wedding – To Be Determined...design under development currently
 - 1. Do Not leave naked cove bulbs if box out is not complete for wedding. Cover junction boxes with plate for wedding.
- b. Deliver 1st floor 5/14/21 – Still tracking for substantial completion 5/14/21

4. Design

- a. Signage – will customize signage & hanging brackets. In process. Nancy sent information to Mr. Nord who forwarded it on to Tenants today. Tenants are responsible for a quick turnaround if they want the signage complete at substantial completion.
- b. Roll down shutters approved as part of OCO #4 – stainless steel – Confirmed
- c. Drapery selection – What is the status?

5. Other

- a. ATM possible location – electricity need (determine location after delivery?) ATM demand, location and requirements to be determined after opening.
- b. Owner change from Mecho Shade to drapery system – possible costs associated with re-designed and beefed up detail to hang draperies. The possible financial exposure for the structural requirements of the switch from mecho to drapes was discussed. Additional cost, if any, to be determined.
- c. Confirm heat tape and wiring for South balcony conductors gets installed – there was a problem this Winter.

6. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 4/8 @ 9.30 a.m. Confirmed



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

CITY OF LAKE GENEVA SPECIAL COMMON COUNCIL

THURSDAY, APRIL 1, 2021 6:00 P.M.

LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

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

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. IN-PERSON ATTENDANCE WILL BE LIMITED TO NO MORE THAN THIRTEEN PEOPLE, ON A FIRST COME FIRST SERVED BASIS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153
4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 5:00 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

AGENDA

1. Mayor Klein call the meeting to order
2. Roll Call
3. 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
4. Discussion/Action regarding **Resolution 21-R23** a resolution extending the Family First Coronavirus Response Act (FFCRA) through May 31, 2021
5. Discussion/Possible Action regarding the approval of costs associated with design changes for the Riviera project and Change Order #5
6. Adjourn

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.



Design Build
Since 1957

April 2, 2021

Mr. Dave Nord
City Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Sent Via Email

Dear Mr. Nord, Mayor Klein and Common Council Members,

Thank you for your support at the Common Council Meeting last night.

Everyone on Team Riviera – the Mayor, Common Council, City Staff, Citizens, Subcontractors and all other stakeholders – have been amazing partners in the rejuvenation of this iconic Lake Geneva landmark.

We have embraced the challenge of restoring, renovating and modernizing the building on an accelerated schedule all while managing the budget as efficiently as possible. We have come a long way in the last 3 years when the total renovation (including Phase I) was estimated to be approximately \$7MM. As you heard us say last night in the council meeting, our “gut feel” is that we will be able to wrap up Phase II at around \$4.5MM (with no new surprises!). This, combined with the Phase I cost of less than \$2MM, puts the current estimated total project cost at least \$500,000 **under** those original estimates! Adding to the significance of this accomplishment is that The Team is achieving these results during a pandemic and during an era of dramatically rising construction material cost. We are proud of our efforts, proud to be a part of this project and proud to be your Partner.

Since Phase II began late last Fall, our architect has issued six (6) Plan Set Revisions detailing significant design changes that have been made by The Team over the last 4 ½ months. The pace/tempo of this project is breathtaking! The Team continues to challenge us to produce the best result in the fastest time at the best price. We are succeeding. However, we are not done yet. We need your continued support to cross the finish line.

We are available at any time to discuss the project with you individually or collectively and would be happy to provide a hard hat tour to any interested Council Member.

MSI General

Corporation

P.O. Box 7

Oconomowoc

Wisconsin

53066

262.567.5661

Fax 262.567.7599

www.msigeneral.com

Thank you again for your continued support.
MSI General

Jay J Craig
Vice President and Senior Project Executive

JJC:kk

Single Source
Responsibility™

Jay Craig

From: Jay Craig
Sent: Friday, April 2, 2021 2:11 PM
To: City Administrator
Subject: FW: Riviera Update
Attachments: 2021-04-02 Team Riviera Update.pdf

Good afternoon Dave,

I believe you told me the City offices are closed for Good Friday. However, I wanted to get this letter out timely and on the heels of our latest Common Council meeting.

I sent this to everyone via email. However, I know you've told me not everyone participates in email. Would you mind sharing a hard copy with each Common Council Member. I think it is important for them each to read the letter (based upon some of the questions and comments I heard last night).

I appreciate your help and hope you have a Happy Easter!

Jay.

From: Jay Craig
Sent: Friday, April 2, 2021 2:07 PM
To: City Administrator <cityadmin@cityoflakegeneva.com>; Charlene Klein (mayor@cityoflakegeneva.com) <mayor@cityoflakegeneva.com>; Shari Straube <sstraube@cityoflakegeneva.com>; Joan Yunker <jyunker@cityoflakegeneva.com>; John Halverson <jhalverson@cityoflakegeneva.com>; Mary Jo Fesenmaier <mfesenmaier@cityoflakegeneva.com>; Richard Hedlund <rhedlund@cityoflakegeneva.com>; Tim Dunn <tdunn@cityoflakegeneva.com>; Ken Howell <khowell@cityoflakegeneva.com>; Cindy Flower <cflower@cityoflakegeneva.com>
Cc: Stu LaRose <stu@msigeneral.com>; Dave Luterbach (DaveL@msigeneral.com) <DaveL@msigeneral.com>; Anne Krogstad <anne@msigeneral.com>; Nancy Mooney (nancy@msigeneral.com) <nancy@msigeneral.com>; Fred Wincapaw <Fred@msigeneral.com>
Subject: Riviera Update

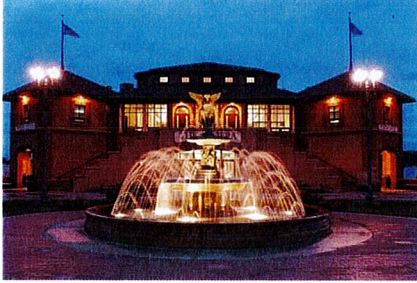
Team Riviera,

Thank you for your support last night.

Attached please find an update on our progress at The Riviera.

Have a Happy Easter!

Jay.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 April 8, 2021
 9.30 a.m. – 10.15 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Joan Yunker	Ad Hoc Committee and Alderman	Ken Howell	Alderman - CLG
Dave Nord	City Administrator - CLG	Neil Waswo	DPW Superintendent
Karen Hall	City Comptroller – CLG	Sam Borghgraef	Riviera Facilities Mgr.
Tom Earle	DPW Director	Fred Wincapaw	MSI General
Jay Craig	MSI General	Stu LaRose	MSI General
		Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. March pay application – delivered Tuesday 3/30/21 - Done
- b. FLR 4/7/21 - Done
- c. Common council 4/12/21
- d. Check available on 4/14/21.
- e. Jay to send Ms. Hall OCO5 with the corrected summary. Avoid future last minute updates to the Owner requested Change costs for presentation to Council as they cannot be incorporated into the packets for the meeting and creates confusion. Ms. Yunker indicated that because the net impact of the Owner requested Change #6 was less than \$5K, Mr. Nord could have approved in lieu of special Council meeting. Our recollection is that if any one item on an OCO exceeds \$5K, the OCO requires Council approval. Jay to request clarification from the City.

2. Construction Update (as at 4/6)

a. Discuss Friday weekly update – Fred back from vacation 4/5/21.

i. Overview

1. Ballroom ceiling being primed and painted for the 85% that is cured while scaffolding remains. Scaffolding coming down this week. Remainder of ceiling to be treated when cured using Riviera lift.
2. Chandelier and ceiling fan mounting covers (medallions) approved 4/6/21.
3. Clerestory brick veneer installation continues.
4. Elevator installation beginning.

3. Construction Schedule

a. Deliver 2nd floor 4/29/21 – The City inspector(s) needs to be available for inspections on 4/26 & 4/27. We will make the request and will reach out if there are issues.

i. Items to be installed after 5/1/21 wedding;

1. New doors on North and South elevations
2. Structural system for draperies and draperies
3. Cove Lighting in drapery track (On or Off) Nancy & Mayor Klein met and the decision was made to not include cove lighting in a drapery valance in the ballroom. LED lights have already been bought and delivered and will be stored.
4. Ballroom Floor? Confirmed – will be replaced after 5/1 wedding.
5. Discussion was had about any other May events scheduled for the ballroom. The team was unsure. Jay to follow up and report back.

b. Deliver 1st floor 5/14/21 –

i. Items to be installed after 5/14/21 turnover;

1. 5 recessed lights in east and west corridors that are on backorder
 - a. Temporary fixtures approved 4/6/21 – Mr. Earle asked which of the 1st floor lights will be operational during a power outage. Giraffe has indicated to him previously that around 75% of the lights will operate. Jay to check with Giraffe on which ones specifically and report back.

4. Design

a. Signage – Received all Tenant signage information but one – Nancy is tracking.

b. Plan Revision #6 issued 3/31/21.

- i. 1st Floor terrazzo & epoxy re-design – the 1st floor terrazzo/epoxy design was reviewed and approved previously (2/11 owners meeting). Attached to these minutes is a .pdf file of the plan. The cost associated with the design will be part of OCO6.

5. Other

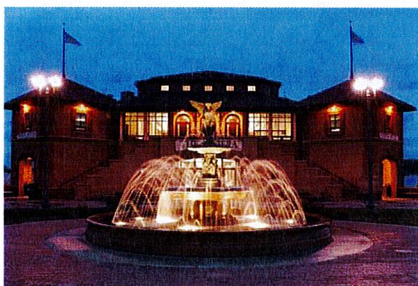
a. April 2, 2021 TEAM update letter to common council – there was discussion about the original projections of \$7MM for the renovation and Jay's letter to the

Team. The \$7MM number in the letter did not reference the current budget for the renovation...it references the original budget projections made early in the analysis and before current staff was with the City.

- b. **Lake Geneva Election** – no changes to the City Council
- c. Mayor Klein reports the corner restaurant is anxious to have the repairs completed in the traffic island nearest their entrance. We Works, the off-site plumber, is scheduled to be at the Riviera next week completing their work. The traffic island repair is in their work sequence. As the ballroom delivery schedule was accelerated to 5/1/21, we've asked them to focus on completing the work at The Riviera first in the sequence so we can meet the wedding deadline.

6. **Future Owner Meeting Schedule** –

- a. The next Owner's meeting will be 4/22 @ 9.30 a.m. As construction nears completion decisions and communication remain critical. Jay suggested an additional Owner's meeting 4/15/21 @ 9.30 a.m. and all agreed.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 April 15, 2021
 9.30 a.m. – 10.15 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Dave Nord	City Administrator - CLG
Joan Yunker	Ad Hoc Committee and Alderman	Stephanie Copsey	Director of Sales – CLG Riviera
Karen Hall	City Comptroller – CLG	Ken Howell	Alderman - CLG
Tom Earle	DPW Director	Neil Waswo	DPW Superintendent
Jay Craig	MSI General	Sam Borghgraef	Riviera Facilities Mgr.
		Fred Wincapaw	MSI General
		Stu LaRose	MSI General
		Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –
 - a. April pay applications for Phase I and Phase II – send to Lana and Dave on Tuesday 4/27/21. Karen will be on vacation, copy her on the email to Lana and Dave. Ask Lana to put the pay application in the packet for FLR.
 - b. FLR 5/4/21 -
 - c. Common council 5/10/21
 - d. Check available on 5/12/21.
 - e. Within the Owner's Group there exist different understandings as to the City approval process for the costs associated with Owner Requested Changes to the design. Jay has made inquiry to Attorney Draper for clarification.

2. Construction Schedule

- a. Deliver 2nd floor 4/29/21 –
 - i. Items to be installed after 5/1/21 wedding;
 - 1. New doors on North and South elevations
 - 2. Charlene has secured the piano donation – a baby grand Yamaha. Coordinate delivery of piano with removal of ballroom entrance doors on the North.
 - 3. Valance for the draperies and cove lighting in the valance have been eliminated from the plan. Draperies will be wall mounted. Confirmed.
 - 4. Ballroom Floor
 - ii. There is a wedding on Friday 5/14/21. Jay has added Stephanie Copsey to distribution of the Owner Meeting Minutes.
- b. Deliver 1st floor 5/14/21 –
 - i. Items to be installed after 5/14/21 turnover;
 - 1. 5 recessed lights in east and west corridors that are on backorder
 - a. Temporary fixtures approved 4/6/21
 - b. Jay sent Mr. Earle the electrical shops that indicate where the emergency lighting is located
 - c. Inspections
 - i. This Week - Drop Ceiling
 - ii. Next Week – Fire Sprinkler, Elevator

3. Design

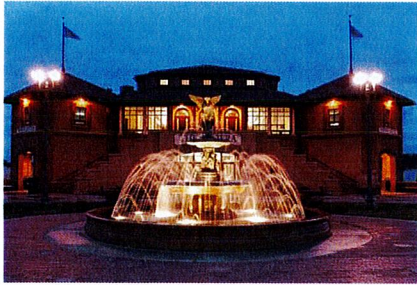
- a. Plan Revision #7 issued 4/9/21
- b. Signage – Received all Tenant signage information.

4. Other

- a. Elevator inspection is critical path. Otis has a conflict on scheduled inspection date 4/26. Team is working on resolution.
- b. Trench drain outfall pipe was originally installed incorrectly...that is why it has not worked for many years. We will correct the pitch of the outfall pipe as a contingency item.
- c. Jay will follow up with Nancy on drapery install sequence.
- d. Jay to coordinate with Lindsey a group photo of the subcontractors.

5. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 4/22 @ 9.30 a.m. We will meet weekly until punched out. Jay to send updated electronic invitations.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 April 22, 2021
 9.30 a.m. – 10.10 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Karen Hall	City Comptroller – CLG	Ken Howell	Alderman - CLG
Tom Earle	DPW Director	Joan Yunker	Ad Hoc Committee and Alderman
Dave Nord	City Administrator - CLG	Neil Waswo	DPW Superintendent
Jay Craig	MSI General	Sam Borghgraef	Riviera Facilities Mgr.
		Fred Wincapaw	MSI General
		Stu LaRose	MSI General
		Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. April pay applications for Phase I and Phase II – send to Lana and Dave on Tuesday 4/27/21. Karen will be on vacation, copy her on the email to Lana and Dave. Ask Lana to put the pay application in the packet for FLR. *Confirmed.*
- b. FLR 5/4/21 – *Confirmed.*
- c. Common council 5/10/21 – *Confirmed.*
- d. Check available on 5/12/21 – *Confirmed.*
- e. Within the Owner's Group there exist different understandings as to the City approval process for the costs associated with Owner Requested Changes to the design. Jay has made inquiry to Attorney Draper for clarification. No reply from Attorney Draper as yet. *We will proceed to forward all change orders for council approval unless Attorney Draper replies differently.*

- f. Dave will have wainscot Change Order next week.
 - i. Some discussion about the additional cost for the wainscot design. Jay to discuss with Nancy Mooney-Buske and Dave Luterbach and get back to Charlene asap.
- g. **Project Closeout process – Acceleration and FWANs**
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (Dave Luterbach still feels total cost will come in around \$4.5MM per his previous comments before City Council).

2. Construction Schedule

- a. Deliver 2nd floor 4/29/21 –
 - i. Items to be installed after 5/1/21 wedding;
 - 1. New doors on North and South elevations
 - 2. Coordinate Piano delivery with door exchange
 - 3. Wall mounted draperies
 - 4. Ballroom Floor
 - 5. A/V projector. Jay to consult current schedule as to whether the projection screen and a/v sound will be available.
 - ii. Events Coordinator will connect directly with Fred on safe access as the building status will change daily during early May. In addition to the May 1 wedding, tours are scheduled for that date as well. Be aware the Riviera will still be a construction zone and take appropriate safety precautions.
- b. Deliver 1st floor 5/14/21 –
 - i. Items to be installed after 5/14/21 turnover;
 - 1. 5 recessed lights in east and west corridors that are on backorder
- c. Inspections
 - i. Elevator

3. Design

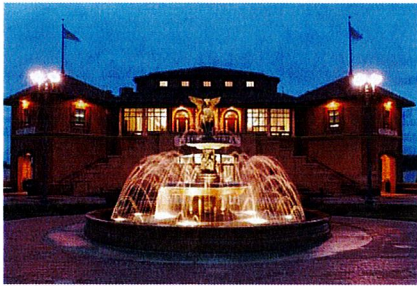
- a. Plan Revision #7 issued 4/9/21

4. Other

- a. Jay to coordinate with Lindsey a group photo of the subcontractors. Flash drive. Delivered.
- b. Donated Bricks. Jay to follow up with Charlene on donation forms. Forms received.
- c. Drapery install. Jay to consult current schedule as to when draperies will be installed.

5. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 4/29 @ 9.30 a.m. We will meet weekly until punched out.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 April 29, 2021
 9.30 a.m. – 10 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Joan Yunker	Ad Hoc Committee and Alderman	Ken Howell	Alderman - CLG
Karen Hall	City Comptroller – CLG	Tom Earle	DPW Director
Dave Nord	City Administrator - CLG	Neil Waswo	DPW Superintendent
Jay Craig	MSI General	Sam Borghgraef	Riviera Facilities Mgr.
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		Mike Komlo	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. April pay applications for Phase I and Phase II – While Karen is out this week, Dione @ MSI General is coordinating with Lana to get the pay application in to Lana in time for the FLR packet. Confirmed.
- b. FLR 5/4/21 – Confirmed.
- c. Common council 5/10/21 – Confirmed.
- d. Check available on 5/12/21 – Confirmed.
- e. Project Closeout process – Acceleration and Field Work Authorization Notices - FWANs
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (We still feel total cost will come in around \$4.5MM per our previous comments before City Council).

2. Construction Schedule

a. Deliver 2nd floor 4/29/21 –

- i. Items to be installed after 5/1/21 wedding;
 - 1. New doors on North and South elevations
 - 2. Coordinate Piano delivery with door exchange
 - 3. Wall mounted draperies
 - 4. Ballroom Floor
 - 5. A/V projector. A/V screen and sound will be available for the wedding.
- ii. The 2nd floor bathroom counter tops were drilled for two handle faucets – instead of the one handle faucet specified - alternate faucets were installed to meet the wedding deadline.
- iii. There exists a conflict between a fire protection head and a sconce on the SE wall.
- iv. The projector box is large (but also largely unnoticeable).
- v. The white grate over the bar area may possibly be painted green – will determine after wedding.
- vi. Events Coordinator will connect directly with Fred on safe access as the building status will change daily during early May. In addition to the May 1 wedding, tours are scheduled for that date as well. Be aware the Riviera will still be a construction zone and take appropriate safety precautions.

b. Deliver 1st floor 5/14/21 –

- i. Items to be installed after 5/14/21 turnover;
 - 1. 5 recessed lights in east and west corridors that are on backorder

c. Inspections

- i. Elevator Passed. All inspections passed.

3. Design

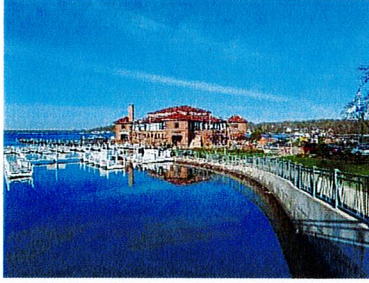
- a. Plan Revision #7 issued 4/9/21
- b. Subcontractors have begun working on their As-Built plans.

4. Other

- a. We do not have an install date yet from the subcontractor.
- b. The subcontractor did measure late this week

5. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 5/6 @ 9.30 a.m. We will meet weekly until punched out. Confirmed.



The Riviera – Phase II
MSI General Job #4453A
Owner's Meeting Minutes

City Hall **5/6/21**
~~April 29, 2021~~

Start Time TBD: **10.30 a.m. – 10.45 a.m.**

To Follow Discussion regarding civilian access through construction zone

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Joan Yunker	Ad Hoc Committee and Alderman	Ken Howell	Alderman - CLG
Dave Nord	City Administrator - CLG	Karen Hall	City Comptroller – CLG
Tom Earle	DPW Director	Neil Waswo	DPW Superintendent
Sam Borghgraef	Riviera Facilities Mgr.	Stu LaRose	MSI General
Fred Wincapaw	MSI General	Mike Komlo	MSI General
Jay Craig	MSI General	Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. April pay applications for Phase I and Phase II – submitted.
- b. FLR 5/4/21 – Confirmed.
- c. Common council 5/10/21 – Confirmed.
- d. Check available on 5/12/21 – Confirmed.
- e. **Project Closeout process – Acceleration and Field Work Authorization Notices - FWANs**
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (We still feel total cost will come in around \$4.5MM per our previous comments before City Council).

2. Construction Schedule

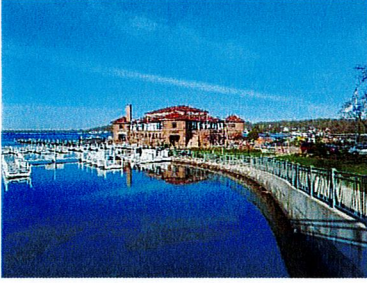
- a. Ballroom was delivered last Friday for the wedding – congratulations Team!

- i. Items to be installed after 5/1/21 wedding;
 - 1. New doors on North and South elevations
 - 2. ~~Coordinate Piano delivery with door exchange~~— Delivered!
 - 3. Wall mounted draperies
 - 4. Ballroom Floor
 - 5. A/V projector.
 - b. First floor substantial completion is 5/14/21
 - i. Items to be installed after 5/14/21 turnover;
 - 1. 5 recessed lights in east and west corridors that are on backorder
 - 2. Ackman reports a delay in door delivery that will require work after the Memorial Day holiday. Will target Tuesday, Wednesday and Thursday for the door replacement.
 - 3. Epoxy Coating process for the North stairs needs to be decided.
 - a. Jay to request color options from team.
 - ii. Punch list and tenant transition – 5/14 to 5/21
 - 1. Tenant transition to be 5/14 – 5/21
 - 2. Targeting 5/21 to be open to the public
 - 3. Punch out completion to be 5/24 – 5/26
- 3. Other
 - a. Toilet Partition Alternate for the First Floor; need a decision. Almond or Linen. See Nancy's email. Option 1 (Almond) chosen.
 - b. Missing Nina's Popcorn signage approval. Dave Nord sent an email, we have not heard from the tenant yet.
 - c. No install date for drapery. We will investigate costs to expedite drapery fabric. There is no urgent deadline for drapery install – no need to investigate expediting.
 - d. Tenant Improvements
 - i. All direct to subcontractors
 - ii. Updates shared with us from Giraffe. From Giraffe to Tenant(s).
 - 1. Going Bananas
 - a. "I would like for you to get your refrigerated case in on Saturday the 15th. We will complete the rest of our work for you on Monday the 17th"
 - 2. Cheesebox
 - a. "Just want to give you a heads up that we will need your service counter set in place on Saturday the 15th so we can wire it up on Monday the 17th"
 - 3. Sweet 16
 - a. "I would like for you to get your refrigerated case in on Saturday the 15th. We will complete the rest of our work for you on Monday the 17th"
 - 4. Dockside Gifts
 - a. "...we will be completed with the electric work at your location on Friday May 14th. I would like for you to review everything on Saturday the 15th"
 - 5. Beach Shop

- a. “Just want to give you an heads up that we will be completed with the electric work at your location on Friday May 14th”

4. Future Owner Meeting Schedule –

- a. The next Owner’s meeting will be 5/13 @ 9.30 a.m. We will meet weekly until punched out.



The Riviera – Phase II
MSI General Job #4453A
Owner's Meeting Minutes

City Hall

~~April 29, 2021~~ 5.13.21
9.30 a.m. – 10 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Joan Yunker	Ad Hoc Committee and Alderman	Ken Howell	Alderman - CLG
Dave Nord	City Administrator - CLG	Tom Earle	DPW Director
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		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. April pay applications for Phase I and Phase II – submitted. Pick up check.
Done.
- b. May pay applications submit by 5/26? Yes, 5/26
- c. FLR 6/1/21 - Confirmed
- d. Common council 6/14/21 - Confirmed
- e. Check available on 6/16/21 - Confirmed
- f. Project Closeout process – Acceleration and Field Work Authorization Notices - FWANs
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (We still feel total cost will come in around \$4.5MM per our previous comments before City Council).

2. Construction Schedule

- a. Punch list work has begun and is ongoing
- b. Building final occupancy 5/13/21 @ noon
 - i. Some discussion regarding permitting process for the Tenant Improvement work that is direct to subcontractors. Jay to investigate with Giraffe.
- c. Trailer, dumpster, storage boxes and porta-johns coming off the site week of 5/17
Trailer being removed 5/13. Porta johns removed this week.
- d. MSI General turnover 5/21/21
- e. Open to the Public 5/27/21

3. Other

- a. Second floor windows – sill support for wind shear. Review 5/14
- b. All doors complete and installed by 5/17
- c. North Staircase resurface coating 5/17 – 5/21 Some discussion the re-coating may need to occur the week of 5/24 due to delay in getting material shipped from manufacturer
- d. Owner training for MEPs and Fire Protection 5/24 – 5/26
- e. MSI General Marketing Team working on a write up of some of the significant renovation challenges and material quantities. Jay will confirm and suggest some of the stories to include

4. Upcoming Events

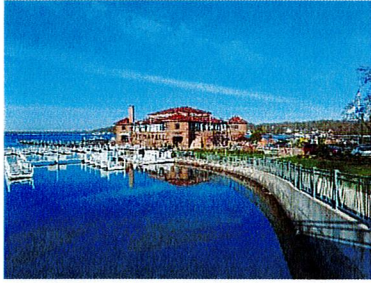
- a. Lake Geneva Day – Riviera Open House 7/15/21
 - i. MSI General will sponsor Concert in the Park – City Hall will close at 3 p.m. Jay to ask MSI General Ownership to save the date and speak at the 4 p.m. re-dedication.
- b. String of Pearls Gala – Glen Miller Swing Band 8/28/21
 - i. MSI General will be a hotel room sponsor

5. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 5/20 @ 9.30 a.m. We will meet weekly until punched out. Confirmed.

6. Other

- a. Mayor Klein noted scratches/flaws on some of the toilet partitions in the women's room on the ballroom level. Jay to investigate and include on punch list. Jay to confirm the material of the partitions.



The Riviera – Phase II
MSI General Job #4453A
Owner's Meeting Minutes
City Hall
May 20, 2021
9.30 a.m. – 10.05 a.m.

Attendees:		Copies to all attendees including:	
Charlene Klein	Mayor - CLG	Stephanie Copsey	Director of Sales – CLG Riviera
Dave Nord	City Administrator - CLG	Ken Howell	Alderman - CLG
Karen Hall	City Comptroller – CLG	Joan Yunker	Ad Hoc Committee and Alderman
Tom Earle	DPW Director	Neil Waswo	DPW Superintendent
Sam Borghgraef	Riviera Facilities Mgr.	Fred Wincapaw	MSI General
Jay Craig	MSI General	Stu LaRose	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –
 - a. Submit May pay applications submit by 5/26
 - b. FLR 6/1/21 - Confirmed
 - c. Common council 6/14/21 - Confirmed
 - d. Check available on 6/16/21 - Confirmed
 - e. Project Closeout process – Acceleration and Field Work Authorization Notices - FWANs
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (We still feel total cost will come in around \$4.5MM per our previous comments before City Council).

2. Construction Schedule

- a. Punch list work is ongoing – 2nd floor substantially complete
 - i. Toilet partition panels to be replaced
- b. MSI General turnover 5/21/21
- c. Open to the Public 5/27/21
- d. DPW to truck in 3 – 4 loads of sand replacement the week prior to Memorial Day. Confirm access to beach from The Riviera parking lot.

3. Other

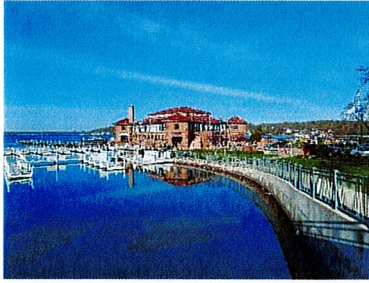
- a. Interior vestibule storefront frame and doors installed
- b. North Staircase resurface coating week of 5/24. The re-surfacing will need to start on a Monday (for least impact to tourism) and is a 3 day sequence...may push into June. MSI General to coordinate with Stephanie Copsey so she is aware of potential construction conflicts. Back stairs will remain available to access the ballroom.
- c. Owner training for MEPs and Fire Protection 5/24 – 5/26. Jay to confirm date and time and report back to team.
- d. MSI General Marketing Team working on a write up of some of the significant renovation challenges and material quantities. We've circulated story ideas internally and the team is gathering data. The team has begun gathering data and Lindsey has scheduled an internal team meeting after the Memorial Day Holiday to discuss further.
- e. DPW requests 2 sets of the As Built Plan Package. MSI General will deliver 2 sets.

4. Upcoming Events

- a. VISIT Lake Geneva Monthly Meeting 6/15/21 to be held at The Riviera Ballroom
- b. Lake Geneva Day – Riviera Open House 7/15/21
 - i. MSI General will sponsor Concert in the Park
 - 1. Ken Krahe and Dirk Debbink both holding Save the Date for the re-dedication. Charlene is looking into reserved parking at Flat Iron Park for the event speakers.
- c. String of Pearls Gala – Glen Miller Swing Band 8/28/21
 - i. MSI General will be a hotel room sponsor

5. Future Owner Meeting Schedule –

- a. The next Owner's meeting will be 5/27 @ 9.30 a.m. We will meet weekly until punched out.



The Riviera – Phase II
 MSI General Job #4453A
 Owner's Meeting Minutes
 City Hall
 May 27, 2021
 9.30 a.m. – 10.00 a.m.

Attendees:		Copies to all attendees including:	
Joan Yunker	Ad Hoc Committee and Alderman	Charlene Klein	Mayor - CLG Stephanie
Dave Nord	City Administrator - CLG	Copsey	Director of Sales – CLG Riviera
Karen Hall	City Comptroller – CLG	Ken Howell	Alderman - CLG
Jay Craig	MSI General	Tom Earle	DPW Director
		Sam Borghgraef	Riviera Facilities Mgr.
		Neil Waswo	DPW Superintendent
		Fred Wincapaw	MSI General
		Stu LaRose	MSI General
		Adam Roder	MSI General
		Anne Krogstad	MSI General
		Tim Melan	MSI General
		Lori Wittkopp	MSI General
		Ken Krahe	MSI General
		Dave Luterbach	MSI General
		Nancy Mooney Buske	MSI General

1. Financial Approvals –

- a. Submit May pay applications submit by 5/26
 - i. Retainage has been released on the current pay application. We called Dione (MSI General Accounting) and she reminded the Team that at 95% completion retainage is released per the contract. The project is more than 95% complete and occupancy was permitted on 5/25/21. The same procedure was followed for the Phase I completion. Jay will sit in on the City Council meeting in case the reference to the contract does not satisfy Alders.
- b. FLR 6/1/21 - Confirmed
- c. Common council 6/14/21 - Confirmed
- d. Check available on 6/16/21 - Confirmed

- e. Project Closeout process – Acceleration and Field Work Authorization Notices - FWANs
 - i. Discussed that a final accounting will not likely be available until June since work will be ongoing thru May. (We still feel total cost will come in around \$4.5MM per our previous comments before City Council). There was discussion about the project close out. There will be a final close out change order that will finalize all the accounting for the project. The close out change order will be completed once all the FWANs have been submitted by the subcontractors.

2. Construction Schedule

- a. MSI General turnover 5/21/21
- b. MSI General MEP training & As Built delivery 5/26/21
- c. Open to the Public 5/27/21

3. Other

- a. Giraffe will complete final install by 6/9.
- b. Hepp Quality Restoration will switch hinges, install metal door, and install thresholds week of 6/7.
- c. RJ Woods will have bathroom wall caps by 6/4.
- d. Window treatments will be supplied after 6/1. Date TBD
 - i. The supplier could not deliver material until late Summer/Fall...therefore, the order was expedited so that The Riviera would have draperies for at least part of the hotter months this season. Delivery expected in July.
- e. MRI will apply deck coating on week of 6/1 if materials arrive or TBD.
- f. CertaPro will complete stain touchups by 6/4.
- g. Nonns Flooring will install flooring and base by 6/7.
- h. The door to Elmer's boat line is narrow (31"). Is there an opportunity to re-size the door? Jay to look at the door today after the meeting.

4. Upcoming Events

- a. VISIT Lake Geneva Monthly Meeting 6/15/21 to be held at The Riviera Ballroom
- b. Lake Geneva Day – Riviera Open House 7/15/21
 - i. MSI General will sponsor Concert in the Park
 - 1. MSI General Pop Up Tent and table at the Riviera. A suggestion was made that the flat grassy area outside the plaza area in front of the Riviera might be a good location. Lana may be able to answer the question on location. Jay will follow up.
- c. String of Pearls Gala – Glen Miller Swing Band 8/28/21

5. Future Owner Meeting Schedule –

- a. To Be Determined – it was agreed that no further meetings are scheduled at this time. We may have a wrap up meeting once the project close out accounting is accomplished – a final accounting is anticipated in June.



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

FINANCE, LICENSING & REGULATION COMMITTEE

TUESDAY, SEPTEMBER 21, 2021 – 4:30 PM

CITY HALL, COUNCIL CHAMBERS

Committee Members: Chairperson Ken Howell, Alderpersons: Joan Yunker, Mary Jo Fesenmaier, John Halverson, and Rich Hedlund

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. Call to Order by Chairperson Howell
2. Roll Call
3. 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
4. Approve the minutes of the September 7, 2021 Finance, Licensing, and Regulation Committee meeting as prepared and distributed
5. **Licenses & Permits**
 - a. Discussion/Recommendation regarding a Tier I Event Permit Application filed by the Badger High School for the event of Annual Homecoming Parade to be held Friday, October 15, 2021 from 4:00 p.m. to 5:30 p.m.
 - b. Discussion/Recommendation regarding an Original "Class A" Intoxicating Liquor License and Class "A" Fermented Malt Beverage License Application filed by Fontana Petro Inc d/b/a Fontana Petro, Agent, Prabh Thind, located at 501 Interchange North, Lake Geneva
 - c. Discussion/Recommendation regarding an Agent Change for Samson Enterprises LLC to Tai Starr Serna
6. Discussion/Recommendation regarding City of Lake Geneva Insurance Renewal for 2021-2022
7. Discussion/Recommendation regarding Riviera New Year's Eve Gala Ticket Price to fund the Never Say Never Playground
8. Discussion/Recommendation regarding Proposals for Auditing Services for the Years 2021-2023, including the City of Lake Geneva, Lake Geneva Utility Commission and Downtown Lake Geneva Business Improvement District
9. Discussion/Recommendation regarding a proposal for the City of Lake Geneva Piers & Buoy Service for 2022-2024
10. Discussion/Recommendation regarding Change Order #9 filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$2,768.00

11. Discussion/Recommendation regarding final pay request filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$40,938.00
12. Discussion/Recommendation regarding Change Order #8 filed by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$206,020.00
13. Discussion/Recommendation regarding final pay request file by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$290,682.00
14. Discussion/Recommendation regarding change order #1 filed by Hogan Environmental Cleaning for the Library Asbestos Abatement Project in an amount no to exceed \$3,995.00
15. Discussion/Recommendation regarding setting date for 2021 Trick or Treating in the City of Lake Geneva
16. Discussion/Recommendation regarding possible annexation of various unincorporated areas within and around the City of Lake Geneva
17. Discussion/Recommendation regarding possibly creating a policy to identify steps for adding items to Committee agendas
18. Discussion/Recommendation regarding possible purchasing monotubes, poles, and mast arms in regards to the Bloomfield Rd and Edwards Blvd signalization project
19. Discussion regarding August Treasurer's Report and Budget versus Actual

20. Presentation of Accounts

- a. Prepaid Bills in the amount of \$ 66,800.77
- b. Regular Bills in the amount of \$205,844.28

21. 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.

cc: Committee Members, Mayor, Council, Administrator, Attorney, Media



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, SEPTEMBER 27, 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

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AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Fesenmaier
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 September 13, 2021 and Special Council Minutes of September 21, 2021 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on September 21, 2021.*
Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Tier I Event Permit Application filed by the Badger High School for the event of Annual Homecoming Parade to be held Friday, October 15, 2021 from 4:00 p.m. to 5:30 p.m.
 - b. Agent Change for Samson Enterprises LLC to Tai Starr Serna
 - c. Annual City Wide Trick or Treating to be held Sunday, October 31, 2021 from Noon to 4:00 p.m.

10. Items removed from the Consent Agenda

11. 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
12. First Reading of **Ordinance 21-08** an ordinance amending Chapter 26, Elections, Section 26-3, Election Officials; adding section 26-3(c) as it relates to scheduling of Election Inspectors and Section 26-6, Polling Locations; as it relates to designation of a polling location for the City of Lake Geneva

13. Recommendation of the Finance, Licensing, and Regulation Committee of September 7, 2021 and September 21, 2021- Ald. Howell

- a. Discussion/Action regarding the Original Regular “Class B” Intoxicating Liquor license and Class “B” Fermented Malt Beverage license application filed by Ovalle-Perez LLC d/b/a Taqueria el Gallo de Oro, Agent, Cynthia Perez, located at 820 Williams St, Lake Geneva
- b. Discussion/Action regarding an Original “Class A” Intoxicating Liquor License and Class “A” Fermented Malt Beverage License Application filed by Fontana Petro Inc d/b/a Fontana Petro, Agent, Prabh Thind, located at 501 Interchange North, Lake Geneva
- c. Discussion/Action regarding approval of \$75 ticket price for the New Year’s Eve Gala at the Riviera Ballroom to fund the Never Say Never Playground
- d. Discussion/Action regarding City of Lake Geneva Insurance Renewal for 2021-2022
- e. Discussion/Action regarding awarding the contract for 2021-2023 Auditing Services for the City of Lake Geneva, Lake Geneva Utility Commission, and the Lake Geneva Downtown Business Improvement District to WIPFLI LLP
- f. Discussion/Action regarding awarding the contract for 2022-2024 Piers and Buoys Maintenance to Gage Marine
- g. Discussion/Action regarding Change Order #9 filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$2,768.00
- h. Discussion/Action regarding final pay request filed by MSI General Corp for Phase I of the Riviera Restoration Project in an amount not to exceed \$40,938.00
- i. Discussion/Action regarding Change Order #8 filed by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$206,020.00
- j. Discussion/Action regarding final pay request file by MSI General Corp for Phase II of the Riviera Restoration Project in an amount not to exceed \$290,682.00
- k. Discussion/Acceptance of September 21, 2021 Finance, Licensing, and Regulation Committee Payment Approval Reports

14. Recommendation of the Planning Commission of September 20, 2021- Ald. Dunn

- a. Discussion/Action regarding **Resolution 21-R62** a resolution authorizing to amend a Precise Implementation Plan (PIP) filed by Badger High School, for a request to amend the existing Precise Implementation Plan PIP, this proposal for the property located at 220 E. South St. that would allow for a building addition within the Planned Development (PD) zoning district, Tax Key No. ZYUP00149G
- b. Discussion/Action regarding **Resolution 21-R63** a resolution authorizing the issuance of a Conditional Use Permit for Meghan Zukowski, 355 Oakwood Ln., Lake Geneva, for a proposed land use for Professional Services involving Tattoos and Permanent Cosmetics Above the Clavicle at 101 Broad St., Unit 201, in the Central Business zoning district, Tax Key Nos. ZCNG00001 through ZCNG00041 & ZCNG200001 through ZCNG200030
- c. Discussion/Action regarding **Resolution 21-R64** a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Lara L. Delheimer Trust, 3928 Johnson Ave., Western Spring, IL, 60558., 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. ZGB00010

- 15.** Discussion/Action regarding entering into an engineering services contract with Nielsen Madsen and Barber for a construction plan review of Symphony Bay Phase 5 by Fairwyn Homes; Approximate cost of \$4,000 to be billed to the developer

16. Mayoral Appointments

- a. Appointment of Sonja Akright to the Historic Preservation Commission with a term to expire May 1, 2023

17. Adjournment

<i>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.</i>

Riviera Building Alterations – Phase I

Summary of Change Order 9

October 11, 2021

Below are the Impacts for Change Order 9 – Resulting in Additional Costs of \$2,768

1. **Project Requirements (PR) – Net costs of over and below budget** \$11,092
 - a. Highlighted in blue in the Project Summary Spreadsheet
 - b. The largest cost savings was in Supervision (<\$17,381>)
 - c. The largest cost overage was in Project Management (\$10,375)
 - d. The rest of the project requirements are +/- by the line item
 - e. There were some savings to PR that were previously credited

2. **Subcontractors (Subs) – Net costs of over and below budget** \$24,239
 - a. Highlighted in yellow in the Project Summary Spreadsheet
 - b. The largest cost savings was in Scaffolding (<\$29,080>)
 - c. The largest cost overage was in Glass & Glazing (\$44,016)
-This was for the change from an allowance for Aluminum doors and frames for the exterior openings to solid custom mahogany doors, frames and casings – State Historical Society rejected the aluminum doors
 - d. The rest of the project requirements are +/- by the line item

3. **Architecture and CM Fees** <\$24,815>
 - a. Highlighted in green in the Project Summary Spreadsheet
 - b. The fees are lower due to the contract amount being lower
 - c. The fees are based on a percentage of the contract

4. **Remaining Contingency Balance** <\$7,748>
 - a. Highlighted in orange in the Project Summary Spreadsheet
 - b. This is the remaining balance of the Contingency

5. **Total Request for Change Order 9 (Sum of Items 1-4 Above)** \$2,768

Riviera Building Alterations – Phase II

Summary of Change Order 8

October 11, 2021

Below are the Impacts for Change Order 9 – Resulting in Additional Costs of \$206,020

1. **Project Requirements (PR) – Net costs of over and below budget** <\$18,612>
 - a. Highlighted in blue in the Project Summary Spreadsheet
 - b. The largest cost savings was in Insurance (<\$17,381>)
 - c. The largest cost overage was in Dumpsters (\$4,492)
 - d. There was a coding error between As-Builts and Finish protection allowance.
 - e. The rest of the project requirements are +/- by the line item
2. **Subcontractors (Subs) – Net costs of over and below budget** \$191,113
 - a. Highlighted in yellow in the Project Summary Spreadsheet
 - b. Coding error for Masonry Demo and Glazed Tile (Offset)
 - c. The largest cost savings was in Stair Removal (<\$42,719>)
 - d. The largest cost overage was in Carpentry Labor (\$58,159)
-This was for the change from replacing only a bad few doors to replacing all of the doors, jambs, frames, casing and hardware in the entire building. Additionally, the doors needed to be refit and adjusted due to all exterior doors propped open.
 - e. Additional larger cost items – Hardware/Casings (\$42,211)
Millwork – Bar Upgrades, Finish Upgrades, Sills RR (\$29,702)
HVAC – Vestibule, Boiler Upgrade, Added Exhaust (\$35,114)
ADA Upgrades – Stair Railings, Ramp to Ballroom (\$25,797)
Plumbing – Reloc basin, Bar changes, upgrade fixtures (\$19,485)
 - f. The rest of the project requirements are +/- by the line item
3. **Architecture and CM Fees** \$34,337
 - a. Highlighted in green in the Project Summary Spreadsheet
 - b. The fees are based on a percentage of the contract
4. **Remaining Contingency Balance** <\$818>
 - a. Highlighted in orange in the Project Summary Spreadsheet
 - b. This is the remaining balance of the Contingency
5. **Total Request for Change Order 8 (Sum of Items 1-4 Above)** \$206,020

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the transfer of funds from General Fund-Assigned Fund Balance-Riviera Project to Capital Projects Fund for the amount of budget overage on the Riviera Project – Phases 1 and 2			
Committee:			
Fiscal Impact:	\$381,571.00		
File Number:	21-R66	Date:	October 11, 2021

Whereas, the Lake Geneva Common Council approved the 2021 budget for the Capital Projects Fund,
and

Whereas, it has been determined that the City Budget for the Riviera Project is over the total budget and the Common Council previously agreed at the March 8, 2021 Common Council meeting to use General Fund 2020 Surplus Funds (assigned at year end),

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 transfer as follows:

11-10-00-59400	Transfer to Capital Fund	\$381,571.00
43-00-00-49500	Transfer from General Fund	\$381,571.00

Granted by action of the Common Council of the City of Lake Geneva this 11^h day of October, 2021.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

CITY OF LAKE GENEVA
CURRENT STATUS OF MSI CONTRACT
9/15/2021

Phase 1

Original Contract	\$ 2,171,122.00	approved
Owner Change Order #1	\$ (2,790.00)	approved
Owner Change Order #2	\$ (127,811.00)	approved
Owner Change Order #3	\$ (134,215.00)	approved
Owner Change Order #4	\$ 2,768.00	

FINAL CONTRACT	\$ 1,909,074.00	
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Phase 2

Original Contract - Change Order #1	\$ 4,041,799.00	approved
Owner Change Order #2	\$ 83,586.00	approved
Owner Change Order #3	\$ 274,816.00	approved
Owner Change Order #4	\$ (5,092.00)	approved
Owner Change Order #5	\$ 1,736.00	approved
Owner Change Order #6	\$ 31,100.00	approved
Owner Change Order #7	\$ (3,485.00)	approved
Owner Change Order #8	\$ 206,020.00	

\$ 4,630,480.00

Total Change Orders Approved or Proposed	\$ 588,681.00	14.56%
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Original Contract	\$ 4,041,799.00
15% of Original Contract*	\$ 606,269.85
Maximum Allowed	<u>\$ 4,648,068.85</u>

*Source WI State Statutes 62.15 1 (c)

City Budget for Riviera Project (based on est. contracts)	\$ 6,202,386.00
Riviera Phase 1 Final	\$ (1,909,074.00)
Riviera Phase 2 Final	\$ (4,630,480.00)
Miscellaneous Charges	<u>\$ (44,403.00)</u>

Amount Over City Budget	\$ (381,571.00)
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Amount Assigned at 2020 Year end for Overage	\$ (386,146.00)
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Summary Financial Information

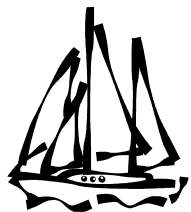
GOVERNMENTAL FUND BALANCES

Presented below is a summary of the City's governmental fund balances on December 31, 2020 and 2019. This information is provided for assessing financial results for 2019 and for indicating financial resources available at the start of the 2021 budget year.

	12/31/20	12/31/19
General Fund		
Nonspendable for		
Delinquent taxes	\$ 6,052	\$ 8,576
Prepaid items	129,999	264,303
Restricted for		
Adaptive playground	15,000	15,000
Assigned for		
Fire department	6,108	1,915
Police department	19,221	13,739
Parks department	5,991	3,336
Ambulance	10,481	14,672
Historic preservation	2,371	2,352
Avian Committee	4,807	3,463
Riviera Project	386,146	-
Carryforwards	150,098	-
Postemployment	507,541	507,541
Unassigned	5,107,310	4,440,569
Total General Fund balance	6,351,125	5,275,466
General Debt Service Fund		
Restricted for debt service	12,777	31,860
Special Revenue Funds		
Restricted for		
Public library	726,374	692,297
Tourism commission	306,609	338,077
Assigned		
Parking meters and lots	856,466	1,125,000
Lakefront operations	709,857	1,134,856
Cemetery operations	178,432	138,991
Total Special Revenue Funds	2,777,738	3,429,221
Capital Projects Funds		
Nonspendable for		
Prepaid items	10,486	-
Restricted for		
Impact fees	74,203	53,230
Assigned		
Equipment purchases	2,261,556	2,168,816
Capital improvements	109,871	137,872
Total Capital Projects Funds	2,456,116	2,359,918
Permanent Funds		
Nonspendable for		
Cemetery perpetual care	745,238	690,528
Swanson library endowment	112,980	112,980
Restricted for		
Library	26,634	25,557
Total Permanent Funds	884,852	829,065
Total governmental fund balances	\$ 12,482,608	\$ 11,925,530

Resolution 21-R67

The Common Council of the City of Lake Geneva does hereby establish the following revised schedule of fees, effective October 11, 2021.



SCHEDULE OF FEES

CITY OF LAKE GENEVA, WISCONSIN

The City of Lake Geneva may retain overpayments of taxes, fees, licenses, and similar charges when the overpayment is \$2 or less, unless such refund is specifically requested by the remitter.

LICENSES & PERMITS	
Temporary Retailer's	\$10.00 Each
Provisional/Temp. Operator (60 days)	\$15.00 each
Operator- 1 Year License (First Time Applicants)	\$50.00
Operator- 2 Year License (Renewal)	\$75.00
Class A Liquor	\$500.00
Class A Beer	\$100.00
Class C Wine	\$100.00
Class B Liquor (Quota License)	\$500.00
Class B Beer	\$100.00
Reserve Class B Liquor	\$10,000.00
Change of Agent	\$10.00
Publication Fee	\$25.00
Extension of Premises	\$25.00
ANNEXATION FILING FEE - DUE UPON PETITION	\$200.00
AMUSEMENTS	
Coin Operated music machine/juke box	\$20.00 per machine
ASSESSMENT REQUEST LETTER	\$35.00 each
BANNER PERMIT	\$1.00 per banner per day of display
BUSINESS LICENSE	\$25.00 Annual
Late fee after July 1	\$20.00 (in addition to license fee)
CAT LICENSE	
Not Spayed/Neutered	\$8.00 Annual
Spayed/Neutered	\$4.00 Annual
Late fee after April 1, or 30 days after adoption of new animal if adoption occurs after April 1	\$5.00 (in addition to license fee)
DOG LICENSE	
Not Spayed/Unneutered	\$30.00 Annual
Spayed/Neutered	\$15.00 Annual
Late fee after April 1, or 30 days after adoption of new animal if adoption occurs after April 1	\$5.00 (in addition to license fee)
BOWLING ALLEY	\$20.00 per lane
BILLIARDS OR POOL TABLE	\$40.00 per table
CARRIAGE COMPANY LICENSE	\$50.00 Annual
Each Additional Carriage	\$25.00
CLOSING OUT SALE	\$25.00 event
CIGARETTE/TOBACCO LICENSE * STATUTORY	\$100.00 Annual

CREAMERY PERMIT	\$50.00
DIRECT SELLERS PERMIT	\$50.00 nonrefundable application fee
EVENT PERMIT (PER POLICY)	
PUBLIC ASSEMBLY PERMIT	Non-profit organization: No charge For-profit organization: \$60 per day
BLOCK PARTIES OR GAZEBO USE (1 hour Photo Session in Gazebo in Flat Iron Park)	Non-profit organization: No charge For-profit organization: \$75
TIER 1 EVENT	Non-profit organization: No charge For-profit organization: \$250 for an event up to seven days, additional \$50 per day thereafter
TIER 2 EVENT	Non-profit organization: No charge For-profit organization: \$500 for an event up to seven days, additional \$100 per day thereafter
MESSAGE ESTABLISHMENT	
Investigation	\$50.00 Annual
Transfer	\$50.00
MOBILE HOME PARK LICENSE	\$100.00 Annual
PARADE PERMITS	\$25.00 nonrefundable application fee
BASEBALL TOURNAMENT PERMIT FEE – VETERAN’S PARK	\$1,000 Security Deposit
Friday Rental	\$150.00
Saturday Rental	\$300.00
Sunday Rental	\$300.00
PARKING STICKERS	
Resident & Non-Resident Residence Owners – Lasts 2 years (even) – 3 hours free parking	4 free per residence each additional \$25.00
Business Owner – 3 hours free parking	\$25.00 Lasts 2 years (even) \$25.00 for 1 year (effective Jan. 1 2017) \$50.00 (effective Jan. 1, 2018)
Walworth County Resident - 3 hours free parking	\$160.00 Lasts 2 years (even) \$80.00 for 1 year
Parking Lot Permit	\$400.00 Annual
PARKING RATES	
All Parking Stalls Rate	2.00 per hour
Parking Meter Bags/Contractor Permits	\$10.00 administrative fee \$25.00 deposit per locked bag March 1 – Nov 14: \$20.00 daily per bag Nov 15 – Feb 29: \$10.00 daily per bag
PARKING TICKETS	
Expired Stall (Over 3 hours; Over 5 hours; Over 25 min.)	\$20.00
More than 3 motorcycles	\$20.00
Improper Use or Display of Sticker	\$20.00
Backed into parking stall	\$25.00
Compact Car Only	\$25.00
No Parking Zone	\$25.00
Over the Line	\$25.00

Parking by fire hydrant	\$40.00
Handicap Zone	\$150.00
Parking with Trailer or Trailer alone in Sage Lot D	\$25.00
Parking any Vehicle without a Trailer or with an occupied Trailer in Boat Launch Parking Lot F	\$25.00
LATE FEES	
Expired Stall After 10 days	\$40.00
More than 3 motorcycles After 10 days	\$40.00
Backed into parking stall After 10 days	\$50.00
Compact Car Only After 10 days	\$50.00
No Parking Zone After 10 days	\$50.00
Parking by fire hydrant	\$80.00
Handicap Zone	\$300.00
Second Collection Letter Fee	\$6.00
Vehicle Suspension Release Fee	\$20.00
PUBLIC RECORDS REQUESTS * STATUTORY	
Photocopies (can include hourly wage for gathering data)	\$0.25 per page
Large Plan Set Printing (Larger than 11"X17")	\$1.75 per page
RADON TEST KIT	\$10.00
REISSUE CHECK FEE	\$25.00
RETURNED CHECK FEE (NSF)	\$30.00 each
ROOM TAX LICENSE	\$10.00 Annual
SHOWS, CIRCUS, CARNIVALS	
Circus	\$50.00 per day
Tent Show - Day 1	\$15.00
Tent Show - Each Additional Day	\$10.00
All Other	\$2.00 per day
SIDEWALK CAFÉ PERMIT	\$15.00 per seat Annual
STREET USE PERMIT	\$25.00 nonrefundable application fee
Up to two days	\$40.00
More than two days	\$100.00
TAX EXEMPT REPORT FILING (every other year)	\$20.00
Late Fee	\$20.00
TAXI CAB COMPANY LICENSE	\$50.00 Annual
Each Additional Car	\$25.00
TAXI CAB DRIVER LICENSE	\$25.00 Annual
THEATER LICENSE	
Up to 1,200 seats	\$200.00
Over 1,200 seats	\$275.00
TOURIST ROOMING/SHORT-TERM RENTAL LICENSE	\$750.00 Annual
TRAPPING PERMIT	\$25.00 Annual
CITY HALL MEETING ROOM RENT	\$25 per event

LAKEFRONT	
BEACH	

(Open Memorial Day thru Labor Day - no glass containers allowed)		
Children age 6 and under		Free
Ages 7 and up		\$8.00 per day
Resident Beach Tags (Maximum 6 per Household)		\$3.00 per tag
Seasonal Pass Ages 7 and up		\$80.00 per year
Beach Bathrooms - Opening/Cleaning		Hourly Rate
BOAT LAUNCH PERMIT		
One-Time Launch	Resident	Non-Resident
Non-Trailer Non-Motor	\$7.00	\$8.00
Less than 20 feet	\$10.00	\$11.00
20 feet to 25 feet 11 inches	\$14.00	\$21.00
26 feet and over	\$16.00	\$24.00
Season Launch Permit	Resident	Non-Resident
Non-Trailer Non-Motor	\$70.00	\$80.00
Less than 20 feet	\$100.00	\$110.00
20 feet to 25 feet 11 inches	\$140.00	\$210.00
26 feet and over	\$160.00	\$240.00
COMMERCIAL BOAT LAUNCH PERMIT	\$1,000 per year (unlimited launches)	
ANNUAL WEST END PIER SLIP, LAGOON SLIP, BUOY, DINGHY, KAYAK AND PADDLEBOARD RACK LEASE PERMITS	<i>Rates may change on an annual basis by the Common Council</i>	
WEST-END PIER 24' SLIP		
Resident		\$1,882.00
Non- Resident Property Owner		\$2,824.00
Non-Resident		\$3,763.00
WEST-END PIER 26' SLIP		
Resident		\$2,196.00
Non- Resident Property Owner		\$3,199.00
Non-Resident		\$4,076.00
LAGOON SLIP & BUOY		
Resident		\$811.00
Non- Resident Property Owner		\$1,350.00
Non-Resident		\$1,882.00
LAGOON PERSONAL WATER CRAFT SLIP		\$1,200.00
DINGHY, KAYAK, & PADDLEBOARD RACKS		
Resident		\$140.00
Non- Resident Property Owner		\$203.00
Non-Resident		\$279.00
RIVIERA SLIPS		\$5,651.64
RIVIERA BUOYS		\$2,591.08
Season Launch Pass for Kayaks, Canoes and Paddleboards (non-trailer, non-motor)		\$30.00 per year
RIVIERA LOWER LEVEL CONCOURSE LEASE RATE		\$43.50/Sq Foot
RIVIERA RENTALS (ALL CONFERENCES/CONVENTIONS & WEDDINGS HELD NOVEMBER 15 THROUGH APRIL 30) <i>Maximum attendees is 380</i>	Rates below effective until December 31, 2021	
Security Deposit		\$1,000.00
Resident Rental Fee (Friday, Saturday, Sunday)		\$2,500.00

Non-Resident Rental Fee (Friday, Saturday, Sunday)	\$3,000.00
Resident & Non-Resident Weekday Rental Fee (Monday - Thursday)	\$500.00
Not-for-Profit Group Rental Fee	\$400.00
Per Hour Set Up Fee	\$20.00 per hour
Security Guards for Event (2)	Additional Renter Expense - Hourly Rate
Extra Security Guard over 250 attendees	Additional Renter Expense - Hourly Rate
RIVIERA RENTALS (WEDDINGS HELD MAY THROUGH NOVEMBER 15) <i>Maximum attendees is 380</i>	Rates below effective until December 31, 2021
Security Deposit	\$1,000.00
Resident Rental Fee (Monday - Thursday)	\$625.00
Resident Rental Fee (Friday & Sunday- Non-Holiday)	\$1,700.00
Resident Rental Fee (Saturday)	\$1,950.00
Non-Resident Rental Fee (Monday- Thursday)	\$1,250.00
Non-Resident Rental Fee (Friday & Sunday- Non-Holiday)	\$3,400.00
Non- Resident Rental Fee (Saturday)	\$3,900.00
RIVIERA RENTAL RATES (OFF PEAK SEASON- DECEMBER 1- APRIL 30) <i>Maximum attendees is 380</i>	Rates below effective January 1, 2022
Security Deposit	\$1,000.00
Holiday Booking Surcharge	\$250.00
Per Hour Set Up Fee	\$20.00 per hour
Security Guards for Event (2)	Additional Renter Expense - Hourly Rate
Extra Security Guard over 250 attendees	Additional Renter Expense - Hourly Rate
SOCIAL EVENTS (WEDDINGS, ANNIVERSARIES, ETC)	
Resident Friday	\$1,900.00
Resident Saturday	\$2,350.00
Resident Sunday	\$1,500.00
Resident Mon-Thurs	\$1,000.00
Non-Resident Friday	\$3,800.00
Non-Resident Saturday	\$4,700.00
Non-Resident Sunday	\$3,000.00
None-Resident Mon-Thurs	\$1,500.00
CORPORATE EVENTS	<u>(PEAK SEASON: MAY 1- NOVEMBER 30; OFF- PEAK SEASON: DECEMBER 1- APRIL 30)</u>
<u>Peak Season Rates:</u>	
Weekday (Mon-Thurs)- One Day Event	\$1,250.00
Weekday (Mon-Thurs)- Multi-Day Event *Minimum of two days/ group stays overnight a minimum of 1 night)	\$850.00
Friday- Half Day AM	\$850.00
Friday- Full Day	\$1,700.00
(Above Friday Rates: only available as add-on to multi-day event with hotel stays)	
<u>Friday</u>	<u>\$4,700.00</u>
<u>Saturday</u>	<u>\$5,500.00</u>
<u>CORPORATE EVENTS</u>	
<u>Off-Peak Season Rates:</u>	
<u>Weekday (Mon-Thurs)- One Day Event</u>	<u>\$1,250.00</u>
<u>Weekday (Mon-Thurs)- Multi-Day Event</u>	<u>\$850.00</u>

<u>*Minimum of two days/group stays overnight a minimum of 1 night)</u>	
<u>Friday- Half Day AM</u>	<u>\$850.00</u>
<u>Friday- Full Day</u>	<u>\$1,700.00</u>
<u>(Above Friday Rates: only available as add-on to multi-day event with hotel stays)</u>	
<u>Friday</u>	<u>\$3,800.00</u>
<u>Saturday</u>	<u>\$4,700.00</u>
<u>Sunday</u>	<u>\$3,000.00</u>
<u>Resident Friday</u>	<u>\$1,900.00</u>
<u>Resident Saturday</u>	<u>\$2,350.00</u>
<u>Resident Sunday</u>	<u>\$1,500.00</u>
<u>Non-Resident Friday</u>	<u>\$3,800.00</u>
<u>Non-Resident Saturday</u>	<u>\$4,700.00</u>
<u>Non-Resident Sunday</u>	<u>\$3,000.00</u>
NON-PROFIT EVENTS	
<u>Sun-Sat Monday- Thursday (Year Round)</u>	<u>\$1,000.00</u>
<u>Friday, Saturday & Sunday (Off-Peak Only)</u>	<u>\$1,000.00</u>
RIVIERA RENTAL RATES (PEAK SEASON- MAY 1- NOVEMBER 30) <i>Maximum attendees is 380</i>	Rates below effective January 1, 2022
Security Deposit	\$1,000.00
Holiday Booking Surcharge	\$250.00
Per Hour Set Up Fee	\$20.00 per hour
Security Guards for Event (2)	Additional Renter Expense - Hourly Rate
Extra Security Guard over 250 attendees	Additional Renter Expense - Hourly Rate
SOCIAL EVENTS (WEDDINGS, ANNIVERSARIES, ETC)	
Resident Friday	\$2,350.00
Resident Saturday	\$2,750.00
Resident Sunday	\$2,250.00
Resident Mon-Thurs	\$1,000.00
Non-Resident Friday	\$4,700.00
Non-Resident Saturday	\$5,500.00
Non-Resident Sunday	\$4,500.00
None-Resident Mon-Thurs	\$1,750.00
CORPORATE EVENTS	
<u>Weekday (Mon-Thurs) One-Day Event</u>	<u>\$1,250.00</u>
<u>Weekday (Mon-Thurs) Multi-Day Event</u> <u>*Minimum of two days/group stays overnight a minimum of 1 night)</u>	<u>\$850.00</u>
<u>Friday Half Day AM</u>	<u>\$850.00</u>
<u>Friday Full Day</u>	<u>\$1,700.00</u>
<u>(Above Friday Rates: only available as add-on to multi-day event with hotel stays)</u>	
<u>Resident Friday</u>	<u>\$2,350.00</u>
<u>Resident Saturday</u>	<u>\$2,750.00</u>
<u>Resident Sunday</u>	<u>\$2,250.00</u>
<u>Non-Resident Friday</u>	<u>\$4,700.00</u>
<u>Non-Resident Saturday</u>	<u>\$5,500.00</u>

Non Resident Sunday	\$4,500.00
NON-PROFIT EVENTS	
Mon-Thurs	\$1,000.00
Friday-Half Day AM	\$850.00
Friday-Full Day	\$1,700.00
Resident Friday	\$2,350.00
Resident Saturday	\$2,750.00
Resident Sunday	\$2,250.00
Non-Resident Friday	\$4,700.00
Non-Resident Saturday	\$5,500.00
Non-Resident Sunday	\$4,500.00
RIVIERA RENTAL RATES (PEAK SEASON- MAY 1- NOVEMBER 30; OFF- PEAK SEASON- DECEMBER 1- APRIL 30) <i>Maximum attendees is 380</i>	Rates below effective January 1, 2023
SOCIAL EVENTS (WEDDINGS, ANNIVERSARIES, ETC)	PEAK SEASON RATES
Resident Friday	\$2,850.00
Resident Saturday	\$3,275.00
Resident Sunday	\$2,750.00
Resident Mon-Thurs	\$1,425.00
Non-Resident Friday	\$5,800.00
Non-Resident Saturday	\$6,750.00
Non-Resident Sunday	\$5,500.00
Non-Resident Mon-Thurs	\$2,400.00
Holiday Surcharge	\$300.00
SOCIAL EVENTS (WEDDINGS, ANNIVERSARIES, ETC)	OFF-PEAK SEASON RATES
Resident Friday	\$2,375.00
Resident Saturday	\$2,850.00
Resident Sunday	\$1,950.00
Resident Mon-Thurs	\$1,425.00
Non-Resident Friday	\$4,750.00
Non-Resident Saturday	\$5,800.00
Non-Resident Sunday	\$3,800.00
Non-Resident Mon-Thurs	\$2,100.00
Holiday Surcharge	\$300.00

BUILDING & ZONING	
Building	
Minimum permit fee for all building permits	Residential \$65.00 Commercial \$100.00
Residential Construction:	
One & Two family & attached garage (new, addition and alterations)	\$0..33 / sq. ft. New Single Family Construction \$1,000.00 Minimum
Accessory buildings & garages	\$0.25 / sq. ft.
Decks	\$0.15 / sq. ft., or \$65.00 Minimum
Roofing and Siding	\$65.00

Commercial Construction:	
Residences - Apartments, Three family & over, Row Housing, Multiple Family Dwellings, Institutional (new, addition and alterations)	\$0.33 / sq. ft. New Commercial Construction \$1,500.00 Minimum
Local Business, Office Building (new, addition or alteration)	\$0.30/ sq. ft.
Manufacturing or Industrial (new, addition or alteration)	\$0.30 / sq. ft.
Commercial , structures, alterations, residing, reroofing, repairs, where square footage cannot be calculated	\$10.00 / \$1,000.00 valuation
Plan Examination:	
One and Two Family Residence	\$150.00
Apartments, Three Family Residence, Row Housing, Multiple family Building State Approved Plans	\$180.00 plus \$10.00 / unit
Commercial, Industrial, Institutional & Additions State Approved Plans	\$350.00
Without state approved plans	\$150.00
Heating Plans, Energy Calculations, or Lighting Plans submitted separately	\$125.00/ Plan
Additions, Alterations to 1 & 2 Family Dwellings	\$75.00
Accessory building over 240 sq. ft., and decks for 1 & 2 family dwellings	\$40.00
Wisconsin Uniform Building Permit Seal	\$45.00
Occupancy Permit (including commercial tenant change)	\$65.00/Residential \$100.00/Commercial & Industrial
Temporary (6 months or less Commercial only)	\$75.00
Permit Renewal (6 month extension or less)	\$200.00 Commercial \$65.00 Residential
Heating and Air Conditioning:	
Heating and Air Conditioning Distribution Systems	\$4.00/ 100 sq. ft. of conditioned area with a minimum fee of \$65.00
New Residential Heating	\$125.00 first unit, \$65.00 each additional unit.
Replacement Residential Heating	\$65.00 / unit
Commercial New or Replacement Heating	\$150.00/ unit, up to and including 150,000 BTU units. Additional fee of \$20.00 / each 50,000 BTU fraction thereof up to a maximum of \$900.00 / unit.
Residential Air Conditioning – Other than Wall Units (new or replacement)	\$65.00 / unit
Commercial Air Conditioning - Other than Wall Units (new or replacement)	\$150.00/ unit up to 5tons or 60,000 BTU's. Additional fee of \$20.00 each ton

	or 12,000 BTU's or fraction thereof up to a maximum of \$900.00 / unit
Permanently installed Wall unit (example - Fireplace, wall pack)	\$65.00 / unit
Commercial/Industrial Exhaust Hoods and Exhaust Systems	\$75.00
Plumbing Permit:	
Fixture Count	\$17.00/ fixture, drain or device, \$65.00 Minimum
Water Main	\$1.00 / lineal foot of sewer or private water main, \$65.00 Minimum
Sanitary Sewer	\$1.00 / lineal foot of sewer or private water main, / \$9.00 per manhole \$65.00 Minimum
Storm Sewer	\$1.00 / lineal foot of sewer or private water main / \$12.00 per manhole or basin \$65.00 Minimum
Exterior Grease Trap	\$100.00
Electrical:	
Residential Minimum	\$65.00 minimum.
New Residential Service	\$100.00/ Service First 200 Amps, \$25.00 each additional 100 Amps.
Residential Service Update	\$100.00/ Service
Residential Sub-Panel	\$65.00/ Panel
Residential Generator	\$75.00 (includes gas piping)
Temporary Electrical Service	\$100.00 up to 200 Amps. \$25.00 each additional 100 Amps.
Commercial Electrical Minimum	\$150.00 Minimum
Commercial Electrical Re-Inspections	\$150.00/ Inspection
Commercial Service (New or Update)	\$150.00 First 200 Amps, \$25.00 each additional 100 Amps.
Commercial Sub-Panel	\$50.00 First 100 Amps, \$10.00 each additional 100 Amps.
Commercial Generator	\$150.00 (included gas piping)
Commercial Low Voltage	\$1.00/ Device, \$100.00 Minimum
Commercial Exterior Light Fixture Replacement	\$100.00 per site
Residential Electrical Permit - for minor installations with fees not exceeding \$5.00, the permit fee may be waived by the inspector.	\$0.12 / sq. ft. of area served, \$65.00 minimum.
Commercial Electrical Permit - for minor installations with fees not exceeding \$5.00, the permit fee may be waived by the inspector.	\$0.12 / sq. ft. of area served, \$150.00 minimum.
Erosion control fees:	

New One and Two Family Buildings	\$125.00 / lot
One and Two Family Additions and Accessory Structures	\$65.00
Multi-Family Residential, Commercial, Industrial and Institutional	\$180.00/Building, plus \$5.00/1,000 sq. ft. disturbed lot area up to \$2,000.00 max.
Zoning	
Zoning Permit	\$65.00
Temporary Use (per Section 98-906)	\$65.00
Zoning Verification Letter	\$65.00
Sign Permit (per Section 98-907)	\$65.00 minimum or \$0.35/ sq ft of sign area
Early Start Permit to start construction	\$125.00 (1-2 family) \$250.00 (all others)
Fuel Tanks	\$75.00 administrative fee/ tank for installation or removal
Wrecking or Razing- Building Inspector may waive the fee if the structure is condemned	\$100.00 (One or two family residences and accessory Structure over 250 sq ft)
Commercial/ Industrial Razing	\$350.00
Moving buildings over public right-of-ways	\$250.00 plus \$0.03/ sq ft
Special Inspections and Reports	\$150.00/ inspection report
Text Amendment (per Section 98-902)	\$400.00
Zoning Map Amendment (per Section 98-903)	\$400.00
Certified Survey Map (CSM)	For each new Residential Lot Created: \$400.00 For each new Commercial Lot Created: \$200.00
Extra Territorial Zoning (CSM)	\$150.00
Plat Renewal	\$150.00
Conditional Use (per Section 98-905)	\$400.00 \$100.00
Site Plan (per Section 98-908)	\$400.00
Variance (per Section 98-910)	\$400.00
Interpretation (per Section 98-911)	\$150.00
Appeal (per Section 98-912)	\$400.00
PD Zoning Map Amendment (Includes 1 PIP Review)	\$750.00
PIP Review	\$400.00
Filing or Recording fee with City Clerk, plus actual recording fee	\$10.00
Triple Fees: Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be triple the total fees charged.	

NOTE: Fees shall be charged on gross square footage defined as follows:	
The exterior dimensions, including attached garage and each floor level	
NOTE: In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work.	
NOTE: All fee amounts shall be rounded up to the next full dollar amount.	
NOTE: An additional fee for plan review may be assessed at the time of application for renewal of the permit.	
* Base fee may be modified by Subsection (4) of Section 98-935, Fees of the Zoning Code	

CEMETERY FEES	
Opening Grave - Weekdays (Full Burial)	\$675.00
Opening Grave - Saturdays (Full Burial)	\$800.00
Opening Grave - Weekdays (Cremation)	\$450.00
Opening Grave - Saturdays (Cremation)	\$525.00
Two cremations buried in same grave at one time	\$100.00 extra charge
Opening Grave - Weekdays - Baby Under 1 Year	\$200.00
Opening Grave - Saturdays - Baby Under 1 Year	\$300.00
Grave (50% Perpetual Care)	\$650.00
Grave - Single Cremation (50% Perpetual Care)	\$400.00
Grave - Double Cremation (50% Perpetual Care)	\$500.00
Columbarium Niche (includes opening & inurnment)	\$1,200.00
(\$200 Perpetual Care)	\$1,000.00 bottom row
2 nd Inurnment if Niche allows for two	\$150.00 additional
Niche Door Inscriptions	\$240.00
Frost Charges (November 1 to March 15)	\$75.00
Stake Out Fee for Foundations	\$50.00
Foundation Charges	\$0.40 per square inch
Use of Cemetery for Functions	20% of Gross Receipts
POLICE DEPARTMENT FEES	
FINGERPRINTING	
City Residents	\$15.00
Individuals employed in business in city limits or working for city licensed business	\$15.00
Non-Residents	\$60.00
PUBLIC WORKS FEES	
CONSTRUCTION PERMIT FEE	
Curb Cut/Driveway Approach Fee	
Right-of-Way Excavation Fee	\$25.00
Storm Sewer Connection Fee	\$25.00
Sanitary Sewer Connection Fee	\$25.00
Special brush, limb and refuse pick-up	\$25.00
Dumpster Delivery	\$24.00 per 15 minutes

Dumpster Pick-up	\$50.00 per dumpster
	\$50.00 plus additional landfill fees

FIRE DEPARTMENT FEES	
Fees for Apparatus and Personnel	1 hour minimum and fractions thereafter on hourly rates unless stated otherwise
Chief, Deputy Chief or Assistant Chief	\$26.00/hr.
Fire and EMS Personnel	\$26.00/hr.
Engine/Squad	\$550.00/hr.
Truck (aerial apparatus)	\$875.00/hr.
Brush Truck	\$300.00/hr.
Air Boat	\$300.00/hr.
Technical Rescue and Utility	\$500.00/hr.
Chief, Deputy Chief, Assistant Chief, or Command Vehicle	\$50.00/hr.
Utility	\$50.00/hr.
Ambulance	\$270.00/hr.
Paramedic Intercept Fee (Option a OR b)	
a. Flat Rate Billed to Requesting Municipality	\$400.00
b. Shared Revenue from Requesting Municipality	50% Monies Received
EMS First Responder and Transport Fees	
Residents Fee	\$150.00 per call
Non-Resident Fee	\$200.00 per call
Ambulance Transport Fee Schedule	
Advanced Life Support Base Rate	\$1,200.00
Advanced Life Support Base Rate (ALS2)	\$1,200.00
Advanced Life Support Base Rate (Intercept)	\$1,200.00
Advanced Life Support Base Rate (Intercept ALS2)	\$1,200.00
Equal Level Staffing Mutual Aid	\$300.00
Basic Life Support Base Rate	\$1,000.00
Mileage Charge	\$20.00 per mile
Supplies used fee	-
Oil Dry	\$10.00 per bag
Class A, B, or AB Firefighting Foam	\$30.00/gallon
Fees Relating To Permits Required	

Fire pit burn permit	\$15.00 each fire or \$50.00 yr
Fireworks permit	\$50.00
Burning permits	\$50.00
Key box processing fee	\$10.00
Operational Permit	\$75.00
Fees Relating To Fire Protection Systems	
Basic system Review	\$250
Fee is charged for systems without hydraulic calcs	
Fire Sprinkler, Fire Control and/or Fire Suppression system plan review with one set of hydraulic calculations. (Fee is charged for each separate floor and /or area of building per system and review.)	\$300.00
Verifications of Additional Hydraulic Calcs (fee is charged for each additional set of hydraulic calculations required by the AHJ)	\$175.00
Additional review of same system. (Fee applies to all re-submittals.)	\$300
Site inspection during installation 2 hour minimum Note: system may not be concealed prior to inspection. Inspections are required for all systems.	\$75.00/hr.
Modifications to existing systems	
Min. fee per system without hydraulic calcs	\$75.00
Fee per sprinkler up to 15 sprinklers w/o calcs	\$20.00 ea.
Fee per sprinkler up to 15 with calcs	\$200.00
Fire Pumps per review	\$300.00
Fire prevention inspection fee schedule:	
Residential Building Type:	
4 to 36 units	\$10 per unit per year
37 to 60 units	\$400 per year
61 to 99 units	\$450 per year
100 units and above	\$500 per year
Commercial:	
Under 1,000 square feet	\$50
1,000 to 4,999 square feet	\$100
5,000 to 24,999 square feet	\$150
25,000 to 99,000 square feet	\$200
100,000 to 174,999 square feet	\$400
175,000 to 249,999 square feet	\$700
Industrial:	
Under 5,000 square feet	\$100
5,000 to 24,999 square feet	\$200
25,000 to 99,000 square feet	\$300
100,000 to 174,999 square feet	\$500
175,000 to 349,999 square feet	\$800
Additional conditions:	

(a) The fee for hotels and motels shall be the same as for residential property, except that the fee shall be calculated on a per room basis. (b) Square footage refers to the total floor area of any building or structure. (c) Inspection fees shall be charged to the property owner. Any fees unpaid by November 1 of each year shall be entered upon the tax roll as a special charge against the property and all proceedings in relation to the collection, return, and sale of the property for delinquent real estate taxes, shall apply to the inspection fee.	
Sprinkler system underground mains	
0-200 feet	\$75.00
201-999 feet	\$125.00
1000 or more	\$300
Fire hose standpipe connections	\$15.00 each
Other fire protection systems (hood, wet & dry chem.)	\$300
Fire alarm systems per control panel	\$250.00
Fire Alarm system manual pull stations, initiating devices; this includes smoke, heat, flame, ionization, photoelectric detectors, water flow devices and all monitoring devices per review.	\$50.00 up to 3 \$10 each additional
Witness of all required tests – 2 hour minimum	\$150/hr.
Inspection during installation	\$75.00/hr.
Fire protection Consulting on systems and or for occupancies or permits	\$75.00/hr. 1 Hour Minimum

Adopted this 23rd day of August, 2021.

Charlene Klein, Mayor

Lana Kropf, City Clerk

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Emma Connell
CC: Neil Waswo, Greg Governatori, Mike Timmers
Date: October 5, 2021
Re: Contract Change Order Request #2 for 2021 Lake Geneva Streets Program

Attached please find a copy of Contract Change Order #2 and Justification of Price for the **2021 Lake Geneva Street Program** construction project.

Work includes: removal of existing striping and new striping on the southbound lanes of Edwards Blvd. at the Edwards Blvd. and HWY50 intersection.

The TOTAL cost of this change order will be \$15,335.50.

The striping is being removed and replaced to provide a through and right turn on the far west lane heading southbound at Edwards Blvd and Hwy 50. Additionally, striping is proposed to clarify vehicle movements and better align through lanes with striping across the intersection.

Let me know if you have any questions or comments!

Thank you!

2021 Lake Geneva Street Program

Justification of Price for Contract Change Order #2

I. Item Description:

Item #1.01 Sidewalk Ramps Additional Work:

- I. Description: Restriping for the southbound side of the north leg of the intersection of Edwards Blvd. and Hwy 50. The striping will realign the southbound lanes and provide clarification of movement. Striping on Edwards already completed under the original contract will remain.
- II. Method of Measurement: Work performed, for the above items, are shown in the table below.
- III. Basis of Payment: The work under these items, measured as provided below, 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 materials 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:

EDWARDS BLVD – Additional Striping					
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price
646.9	Marking Removal Line 4-Inch	LF	785	\$3.00	\$2,355.00
646.92	Marking Removal Line Wide	LF	46	\$11.00	\$506.00
646.93	Marking Removal Special Marking	EACH	16	\$300.00	\$4,800.00
646.1020.01	Marking Line Epoxy 4-Inch (White)	LF	785	\$0.50	\$392.50
646.5020.02	Epoxy Arrow (Left)	EACH	4	\$300.00	\$1,200.00
646.5020.04	Epoxy Arrow (Straight)	EACH	2	\$275.00	\$550.00
646.5020.05	Epoxy Arrow (Straight and Right)	EACH	2	\$400.00	\$800.00
646.512	Marking Word Epoxy “ONLY”	EACH	8	\$350.00	\$2,800.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	46	\$17.00	\$782.00
SPV.0150.01	Traffic Control	LS	1	\$1,150	\$1,150.00
Grand Total - Contract Change Order #2					\$15,335.50

CONTRACT CHANGE ORDER

Change Order: #2

Date: October 5, 2021

Name of Project: 2021 Lake Geneva Street Program

OWNER: City of Lake Geneva

CONTRACTOR: Wolf Paving

ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: **See attached documentation.**

Justification: **(See attached)**

Change to CONTRACT PRICE- \$ 15,335.50

Original CONTRACT PRICE - \$ 648,631.82

Current CONTRACT PRICE adjusted by previous CHANGE ORDER #1 - \$ 688,661.82

The CONTRACT PRICE due to this CHANGE ORDER will be
increased (~~decreased~~) by - \$ 15,335.50

The new CONTRACT PRICE including this CHANGE ORDER will be - \$703,997.32

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: _____ Date _____

Name: Emma Connell

Title: Staff Engineer

Accepted by the CONTRACTOR: _____ Date _____

Name: Jay Trepanier

Title: General Contractor

Approved by the OWNER: _____ Date _____

Name: Tom Earle

Title: Director of Public Works

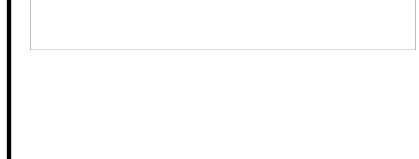
PROJECT:

LAKE GENEVA 2021
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA

CLIENT:



RELEASE:

CONSTRUCTION
SET

REVISIONS:

NORTH ARROW:

NORTH ARROW:



SCALE:



SEAL:

SHEET:

NORTH EDWARDS
BLVD STRIPING
PLAN

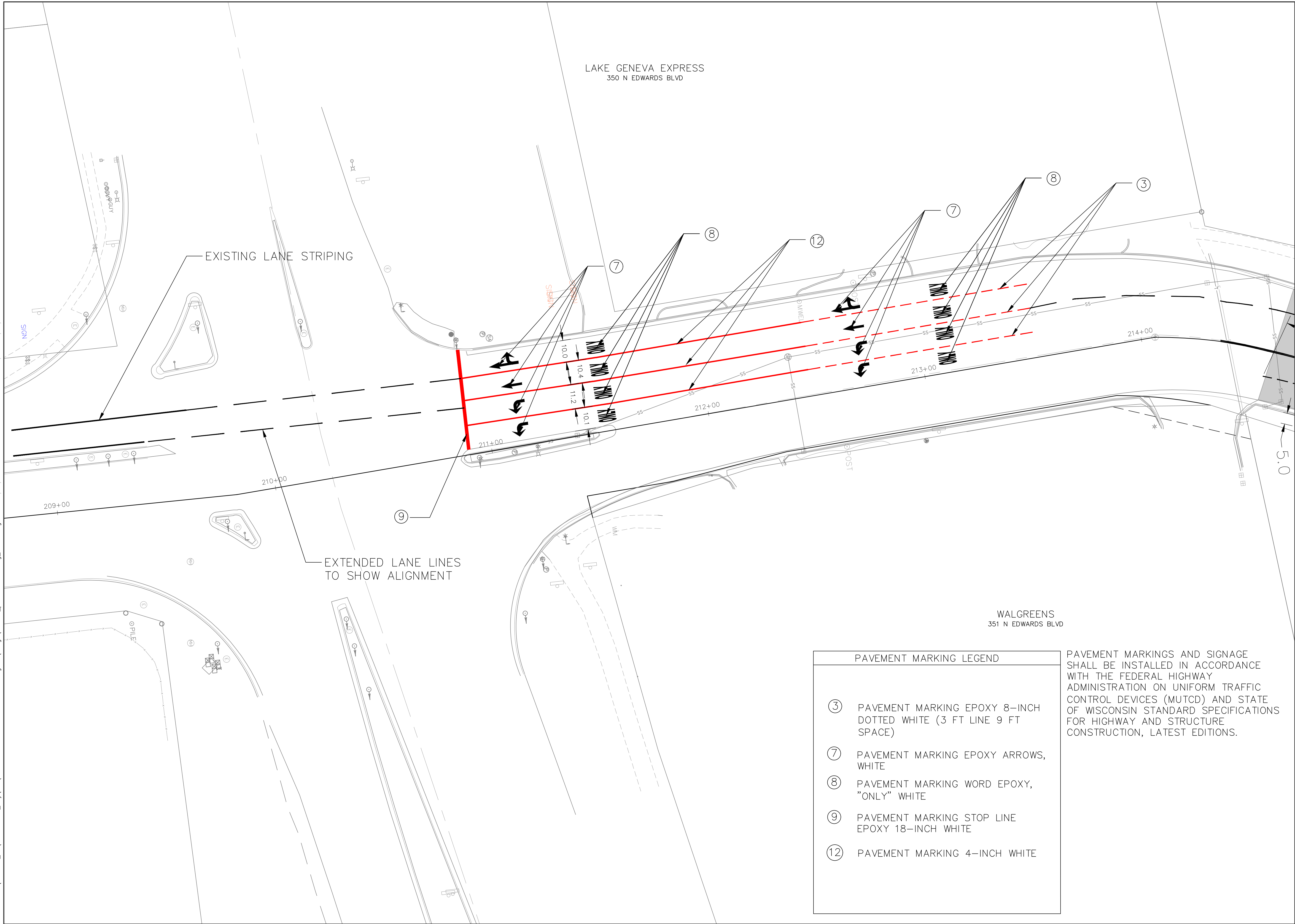
PROJECT MANAGER:	GLG
PROJECT NUMBER:	20.0442
DATE:	3/29/2021

SHEET NUMBER:

5.1A

FILENAME: D:\Walworth_Co\Lake Geneva_City\Gov\200442 2021 Lake Geneva Street Program\Design\200442_pavement marking_streets.dwg

FILENAME: D:\Walworth_Co\Lake Geneva_City\Gw\200442 2021 Lake Geneva Street Program\Design\200442_pavement marking sheets.dwg DATE: 9/29/2021 PLOT DATE/TIME: 9/30/2021 8:04 AM PLOTTED BY: EMMA CONNELL



LAKE GENEVA EXPRESS
350 N EDWARDS BLVD

WALGREENS
351 N EDWARDS BLVD

PAVEMENT MARKING LEGEND

- ③ PAVEMENT MARKING EPOXY 8-INCH DOTTED WHITE (3 FT LINE 9 FT SPACE)
- ⑦ PAVEMENT MARKING EPOXY ARROWS, WHITE
- ⑧ PAVEMENT MARKING WORD EPOXY, "ONLY" WHITE
- ⑨ PAVEMENT MARKING STOP LINE EPOXY 18-INCH WHITE
- ⑫ PAVEMENT MARKING 4-INCH WHITE

PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITIONS.



1224 S. Pine Street
Burlington, Wisconsin 53105
kapurinc.com

PROJECT:

LAKE GENEVA 2021 STREET PROGRAM

LOCATION:

CITY OF LAKE GENEVA

CLIENT:



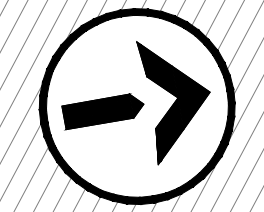
RELEASE:

CONSTRUCTION SET

REVISIONS:

#	DATE	DESCRIPTION
1	4/6/2021	INTERSECTION REVISIONS
2	4/8/2021	ADDITIONAL RAMP

NORTH ARROW:



SCALE:



IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

all in

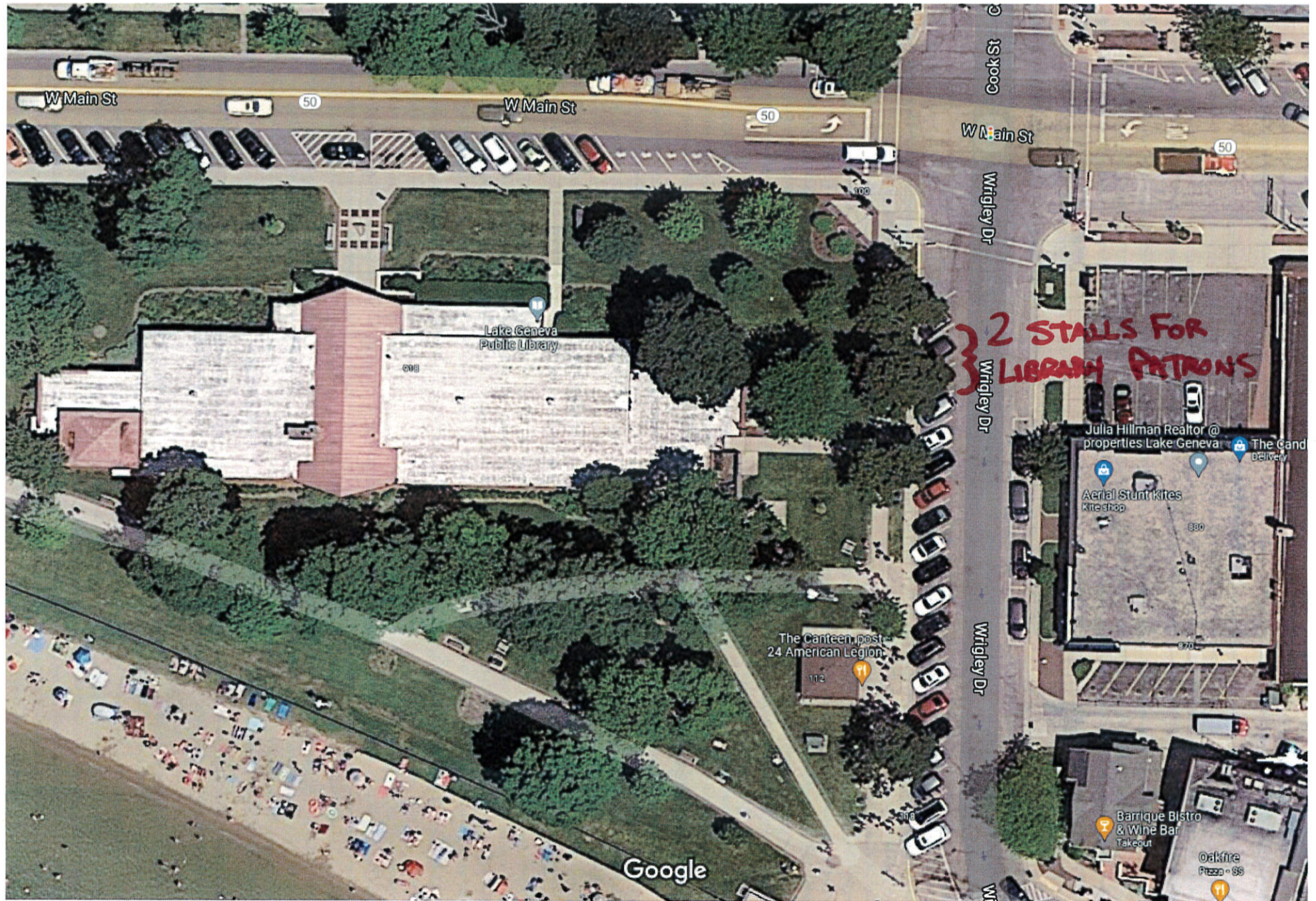
SHEET:

NORTH EDWARDS BLVD STRIPING PLAN

PROJECT MANAGER:	GLG
PROJECT NUMBER:	20.0442
DATE:	3/29/2021

SHEET NUMBER:

5.1A



Map data ©2021, Map data ©2021 20 ft



***Associated Appraisal
Consultants, Inc.***



ASSESSMENT SERVICES PROPOSAL 2022-2024

*Qualifications and supporting
documentation*

PREPARED FOR:
City of Lake Geneva
September 22, 2021



**Associated Appraisal
Consultants, Inc.**
W62237 Neubert Road
Appleton, WI 54942
p (920) 749-1995
f (920)-731-4158
apraz.com

September 22, 2021

Lana Kropf
City Clerk
City of Lake Geneva

Dear Ms. Kropf:

I am pleased to provide the City of Lake Geneva with a proposal for statutory assessor services including annual maintenance and future revaluation options for the years 2022-2024.

Associated Appraisal Consultants, Inc. has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through annual maintenance and revaluation programs. We currently serve as statutory assessor for more than 250 Wisconsin municipalities with a diverse variety of property types, ranging from the mansions of Lake Geneva to the unique properties of Wisconsin Dells, as well as Lake Superior communities and everything in between.

We offer unparalleled service and expertise. While our assessors are in the field, our administrative staff is in the office, Monday through Friday, to assist our clients, property owners, and businesses. Our staff is highly trained, and we pride ourselves on being prompt and professional when taking phone calls from property owners.

We also provide an optional service to our clients to have their municipal assessment records posted on our website. The website offers easy-to-use search criteria and shows land and improvement data, including digital photos of all properties within the municipality. Please visit our website at www.apraz.com and click on "Property Search."

Our professional image also sets us apart from other assessment firms. When fieldwork begins, your residents can readily identify the Associated Appraisal Consultants team by our fleet of red trucks clearly displaying our company name and logo. In addition, field appraisers wear company clothing and carry photo ID tags and letters of introduction from the Village while conducting onsite inspections.

Associated Appraisal Consultants, Inc. uses cutting-edge computer-aided mass appraisal software to capture and create modern computerized assessment records. Our records include digital photographs, computerized sketches of buildings, a map indicating location of property, sales data, permitting information and all owner correspondence. We continually invest to utilize the latest technology to serve our customers.

This is our business. We are proud of the reputation we have in the industry, from both our clients and state equalization officials. We put our best foot forward with every opportunity.

We welcome with great enthusiasm the prospect of working with you!

Respectfully,



Mark Brown
President



Our experienced and knowledgeable team is here to serve you and your property owners.

OUR MISSION

To provide our municipal clients the highest standard of assessing services. We do so by following sound assessing methodology, developing municipal equity without bias and providing a professional, courteous staff.

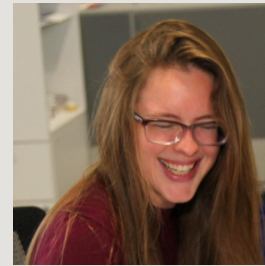


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BY THE NUMBERS

Associated Appraisal serves over **250 municipalities** throughout the state of Wisconsin containing a total inventory of approximately **700,000+** real estate parcels and **30,000+** personal property accounts for a total assessed value of over **\$87 billion** making us the **largest mass appraiser** in Wisconsin.

Who we serve

38
CITIES

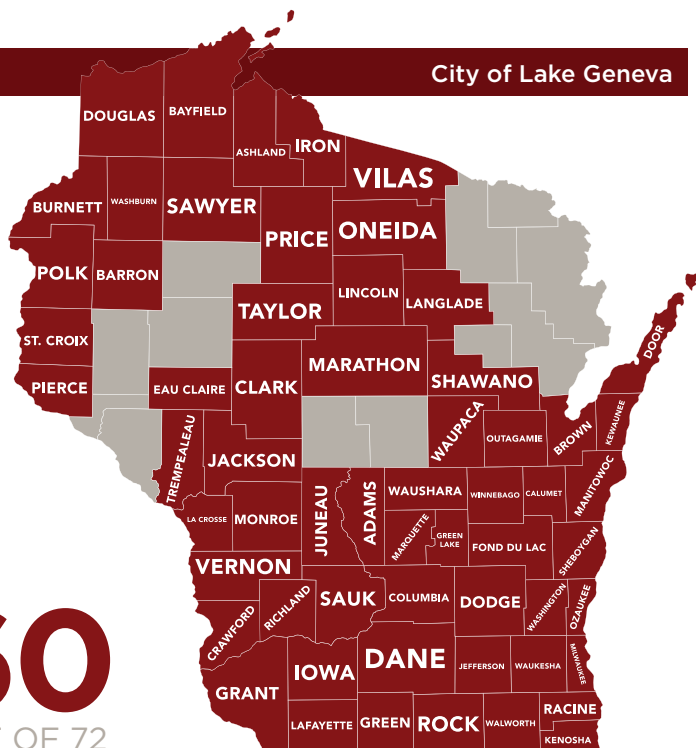
132
TOWNS

84
VILLAGES

60
OUT OF 72
COUNTIES

58 MOBILE HOME COMMUNITIES in **26** municipalities
with over **4,000** sites subject to monthly permit fee

287 ACTIVE TIDs
(Tax Incremental Districts)



Why AAC?

Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as their statutory assessor or supporting the local municipal assessor.



Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction for the municipality, wear company ID tags and apparel, and drive red company vehicles clearly identified as part of the Associated Appraisal fleet.



When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will be happy to assist you. Our website offers links to important information and access to property assessment records twenty-four (24) hours per day.

Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with the Associated Appraisal team. Our corporate office is in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).

WE DO ASSESSMENTS RIGHT

Assessment documentation is what sets Associated Appraisal above the rest. For property owners demanding answers to assessment methodology, we document all aspects of a maintenance or revaluation project.

Our property records include:

- land data
- improvement attributes
- sketch and pictures
- current and historical sales data
- applicable appraisal reports
- property maps
- and any additional documentation needed to defend values

Each year, maintenance and/or revaluation guidebooks are prepared for use during Open Book or Board of Review to aid in understanding the appraisal methodology used and provide the public with data used in our analysis.

Included in these reports:

- current assessment levels
- property sale attributes with recent pictures
- all database data for valuation tables
- a detailed sales analysis
- applicable appraisal reports
- property maps
- any additional reports needed to support values



We're dedicated to your success.

**Associated Appraisal
Consultants, Inc.**

W62237 Neubert Road
Appleton, WI 54942

Phone: (920) 749-1995
Fax: (920) 731-4158
Website: apraz.com

Mark Brown
President

W62237 Neubert Road
Appleton, WI 54942
Email: markb.apraz@gmail.com
Direct: (920) 224-8802

*Associated Appraisal
adheres to the Wisconsin
Property Assessment Manual
and the annual timelines as
developed by the Wisconsin
Department of Revenue.*

OUR FIRM'S LEADER



Mark Brown
President

About Mark

Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements, and department policies and procedures. Experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 17 years experience in appraisal and assessment.
- Considerable ability to communicate complex information tactfully and effectively, both orally and in writing, with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Extensive experience with appraisal of high-value lakefront property.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, Microsolve, GVS, MCost, Vision, Universe, and others.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and Circuit Court.

Certifications • WI60828CA

- Assessor III Certification
- Assessor II Certification

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
2004 - Present

Career Growth @ AAC

Staff Appraiser > Director of Project Management > President

Education

St. Norbert College, De Pere, Wisconsin

Contact

W62237 Neubert Road
Appleton, WI 54942
Email: markb.apraz@gmail.com
Direct: (920) 224-8802

KEY CONTACT



Dean Peters

Vice President of Maintenance Services

About Dean

A skilled and experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 22 years experience in appraisal and assessment.
- In-depth knowledge of professionally accepted appraisal practices for residential, commercial, multi-family and agricultural property.
- Full working knowledge of laws and regulations pertaining to local property tax assessment.
- Strong knowledge of real estate property values and land economics.
- Extensive experience with analysis of trends in market value based on real estate sales.
- Familiarity with variations in building construction costs throughout Wisconsin.
- Extensive experience with appraisal of high-value lakefront property.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and circuit court.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, Microsolve, GVS, MCost, and others.
- Ability to effectively communicate complex information with state and local government, elected officials, municipal staff, the media, and general public.
- Involved in managing, training, and educating of assessment staff.

Certifications • WI77308CA

- Assessor III Certification
- Assessor II Certification
- Assessor I Certification
- Property Appraiser

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

1999 – Present

Career Growth @ AAC

Staff Appraiser > Project Manager > Director of Project Management > VP of Maintenance Services

Education

University of Wisconsin, Madison

Bachelor of Arts, 1999

Contact

W62237 Neubert Road

Appleton, WI 54942

Email: deanp.apraz@gmail.com

Direct: (920) 224-8803

WE CREATE MAXIMUM TEAM SUPPORT



Appraising Property, Not People

Our firm considers property, not people, when establishing assessed values. We leave out the affordability factor when setting our values. We review property without the influence of friends, neighbors and enemies. Our only intent is to establish true market values.



Immunity to Pressures

We as the "outside assessor" are independent of local creditors and business influence. We do not run for public office, therefore we are not seeking constituents' votes. We have the freedom to establish values as the market dictates, without a concern for public pressures.



Customer Inquiries

When taxpayers need questions answered, we have a large staff of highly trained technicians ready with the answer. Municipal officials are spared the task of researching and answering the endless stream of technical questions from property owners.



Experience & Training

Our appraisers not only have their own education and experience as a foundation, but also draw upon the collective knowledge of the entire team. Our firm has been in the municipal mass appraisal business for over 60 years. All members of our customer service staff are certified by the Wisconsin Department of Revenue as Assessment Technicians, and all project managers are certified Level II Assessors.



Accepted, Standard, & Proven Methodology

We utilize industry standard methodology to determine values. We are highly skilled at incorporating the cost approach, market approach and income approach in our valuation models. We abide by the standards set in the Wisconsin Department of Revenue Assessors' Manual Volume II, and The Marshall and Swift Cost Guides. The market approach is our primary method of valuation when adequate sales data is available.



Customer / Public Access

Our courteous and professional staff is experienced at handling all types of inquiries from municipalities, taxpayers, realtors and financial institutions. Our records are public, and are easily available through the Internet, e-mail, fax or phone. Our website offers municipalities and property owners access to their information at any time day or night. Our office hours are Monday through Friday, 8:00a.m. - 4:00 p.m.

**2021 AAC MUNICIPALITIES
OVER \$800 MILLION IN EQUALIZED VALUE**

*Municipality	2020 Population	2020 Equalized Value	Total Parcel Count	Type of Assessment Services
City of Middleton	21,050	\$4,077,208,800	6,686	Maintenance
City of Verona	12,737	\$3,273,069,100	4,711	Maintenance (2020 Revaluation)
Village of Germantown	20,686	\$2,900,792,300	8,429	Maintenance (2019 Revaluation)
City of Neenah	26,333	\$2,440,145,100	9,642	Maintenance (2019 Revaluation)
Village of Waunakee	14,399	\$2,150,021,500	5,247	Maintenance (2019 Revaluation)
Town of Linn	2,459	\$2,109,195,900	3,183	Maintenance (2019 Revaluation)
Village of Richfield	11,948	\$1,877,841,100	5,872	Maintenance (2021 Revaluation)
Village of Lake Delton	2,900	\$1,611,298,000	4,175	Maintenance (2017 Revaluation)
City of Hartford	15,870	\$1,494,573,200	6,011	Maintenance
Village of Grafton	11,989	\$1,490,727,800	4,167	Maintenance (2020 Revaluation)
Village of Sussex	11,373	\$1,429,991,200	3,387	Full Value Maintenance
Village of Deforest	10,624	\$1,336,023,100	4,212	Full Value Maintenance
Village of Fox Point	6,826	\$1,221,306,000	2,664	Maintenance (2020 Revaluation)
City of Menasha	17,468	\$1,196,723,000	5,259	Full Value Maintenance
City of Port Washington	11,954	\$1,112,699,800	4,621	Maintenance (2021 Revaluation)
Village of Pewaukee	7,883	\$1,060,241,200	2,945	Maintenance (2017 Revaluation)
City of Fort Atkinson	12,395	\$994,300,600	4,600	Maintenance (2017 Revaluation)
Village of Mukwonago	8,126	\$992,994,900	3,138	Maintenance (2018 Revaluation)
Town of Liberty Grove	1,786	\$990,565,300	4,627	Full Value Maintenance
City of Sturgeon Bay	9,542	\$957,729,900	4,619	Maintenance (2020 Revaluation)
Village of Little Chute	11,947	\$952,165,700	3,907	Maintenance (2021 Revaluation)
Town of Mukwonago	7,979	\$946,972,700	3,381	Maintenance
Town of Westport	4,038	\$941,015,000	2,906	Maintenance (2019 Revaluation)
Village of Somers	9,182	\$940,358,100	3,173	Maintenance (2020 Revaluation)
Village of Williams Bay	2,614	\$877,475,100	2,507	Maintenance (2017 Revaluation)
Town of East Troy	4,073	\$873,212,700	2,578	Maintenance (2016 Revaluation)
City of Plymouth	8,715	\$863,133,100	3,167	Maintenance
Town of Sheboygan	8,029	\$860,652,700	4,022	Maintenance (2010 Revaluation)
Town of Dunn	4,852	\$857,854,200	2,956	Maintenance (2021 Revaluation)
Village of Cottage Grove	6,716	\$842,628,700	2,530	Maintenance (2020 Revaluation)

*Complete client list available upon request.



OUR EDUCATION OUTREACH PROGRAM

We understand the importance of having a strong, proactive communication and education program to help you engage with your community's property owners. As we have learned from 60 years of doing this work, being open and transparent with property owners as you begin assessments is critical. We will partner with you to supply you with content, data, key communication pieces and a public relations plan that will dispel perceptions and inaccuracies, and garner the support of your community as we provide you with the very best, technically sound assessment services — free from errors and defensible from an equity standpoint. We stake our reputation on it and it's why we've been Wisconsin's preferred assessor for decades. We're in this together!

We'll partner with you to provide:

- Social media content
- Planning and executing open houses/public information sessions
- Mailings
- Flyers and posters
- Public information pieces to post at libraries, public transit centers, municipal buildings, etc. *(to reach people who aren't on social media and/or have limited access to the internet)*
- News releases
- Coordinate media interviews
- Provide subject matter experts
- FAQs
- Content for municipal newsletters
- Informative slide decks
- Key messaging for municipal officials and other stakeholders
- Crisis communications
- Proactive PR strategies



GENERAL QUOTATION REQUIREMENTS & EVALUATION QUESTIONS

For over 60 years, Associated Appraisal Consultants has been a trusted partner in providing Wisconsin municipalities with general assessment and revaluations services. We are currently serving over 250 municipalities with diverse and lakefront properties.

Below are our answers to your RFP questions:

A. Define an inspection and describe your procedures for administering inspections.

Inspections involve updating/reviewing the property records for any physical changes made to a property that causes a change in market value. Associated Appraisal will physically visit each property and at a minimum perform an exterior inspection. Interior inspections occur when the property does not match the property record card, previous documentation or as the assessor deems necessary. If a property owner was not available at the time of visit we would leave a door hanger with instructions on how to schedule an inspection.

The following inspection cycle is completed by Associated Appraisal annually:

- New construction
- Significant remodeling (requiring a permit), or other major building condition changes
- Demolition or damaged due to fire etc.
- Annexed properties
- Combining or splitting of parcels
- Change in exemption status
- Improved properties under construction over a period of years shall be re-inspected.
- Sales properties
- Legal description changes as necessary
- Zoning changes shall be reviewed and inspected as necessary to ensure a fair assessment.
- Requests for review by property owners

RFP QUESTIONS *continued*

B. Describe your approaches used in developing commercial valuations.

Commercial valuations are completed using the three approaches to value: sales comparison approach, cost approach and income approach.

- Sales Comparison Approach

Associated will collect, compile and analyze all available sales data for the Municipality to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent commercial sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.

- Cost Approach

The cost approach to value will be considered for all taxable improved property. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service (now Core Logic). All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

- Income Approach

Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

RFP QUESTIONS *continued*

- C. Specifically, describe your methods for “discovering” personal property accounts.

Discovering personal property accounts requires a multi-technique approach.

- Personal property is a self-reporting system so there is a certain level of dependence on new businesses to report.
- Municipalities often keep track of any new businesses through occupancy permits or other similar documents such as permits for buildouts etc.
- Associated field staff actively look for new businesses as they perform appraisals.
- Associated depends on reports generated by the leasing companies. These reports provide data on what companies are leasing. Many new companies show up on the leasing reports.
- Assistance from the City as a crosscheck of new businesses, closures and changes in valuation are helpful in the discovery of omissions and additions.
- Our CAMA system has an audit report, notifying us of any real estate parcels not having a personal property account. Using that report we would verify on-site or by other means if a new account should be added for that location.

- D. Describe the criteria you employ in determining which permits you inspect.

See provided list under question A and further detailed in the provided sample Contract for Maintenance Assessment Services, *Addendum B*.

- E. Detail your procedures relative to those properties that are improved but unfinished as of the assessment date.

Partial assessments are placed on the assessment roll based on the percentage of completion as of the effective date of assessment being January 1st. Each year we will revisit any partial construction projects and update the property record card and valuation as needed until completion. For example, as of January 1, the property is 40% completed. The property will be visited the following year and assessed for the full value if it is completed.

- F. Describe the process you utilize to update annual assessments outside of the revaluation years.

The maintenance assessment cycle is the minimum annual requirement of assessors to maintain the assessment roll from year to year. Assessments from the previous year are updated to reflect changes that effect market value, then are adjusted to the current level of assessment as needed. See provided list under question A and further detailed in the provided sample Contract for Maintenance Assessment Services, *Addendum B*.

- G. When reviewing building permits, when do you feel it is necessary to conduct a physical inspection of the property in order to determine an updated value for the property which was issued a building permit?

See provided list under question A and further detailed in the provided sample Contract for Maintenance Assessment Services, *Addendum B*.

RFP QUESTIONS *continued*

- H. In your estimation, what should be the percentage of assessment disputes considered by the Board of Review in a revaluation year?

The attendance at Board of Review really would depend on how long it has been between revaluation years and what appreciation or depreciation in market values has occurred over that timeframe. We typically expect about 1% of the improved parcel count appealing at BOR.

- I. During a revaluation year, what percentage of your firm's disputes is reduced prior to Board of Review?

Most disputes are handled prior to BOR via the Open Book process and informal meetings with property owners. We provide detailed documentation to property owners during the open book review period to ensure transparency in our valuations and appraisal methods used. Additionally, we take the time to listen and educate property owners on the assessment process and answer any questions they have which significantly reduces assessment appeals.

- J. What is your overall philosophy of being a municipal assessor?

Our overall philosophy of being a municipal assessor is best summed up in our mission statement: To provide our municipal clients the highest standard of assessing services. We do so by following sound assessing methodology, developing municipal equity without bias and providing a professional, courteous staff.

- K. How would you define good customer service?

Good customer service is the job of each person who represents Associated Appraisal Consultants, Inc. Each time someone calls our office during 8 am and 4 pm, a friendly voice answers ready to assist. We have 24-hour internet access for those who cannot contact us during normal business hours. We provide a project manager and project technician to each municipality to ensure a good working relationship is established with one point of contact. Finally, our field staff comes into the field with photo identification, letters of introduction on municipal letterhead and in full company issued clothing. Their vehicles are clearly marked with our information, their coats, shirts and hats have our logo on them; all ensuring we are easily identifiable.

RFP QUESTIONS *continued*

- L. Given the current economic problems, please describe your opinion on the need for a revaluation over the next three years for the City of Lake Geneva. What would be your recommendation if you were to be the City's assessor?

The job of the municipal assessor is to ensure property taxes are evenly distributed among its residents. If inequalities exist and one person is assessed higher than someone else in a property that is relatively equal in home and lot size, that person is paying more than their fair share of the tax burden. It is our job to then recommend a revaluation to bring each property in line with market value and re-establish equity between similar properties.

Given the last full scale revaluation with onsite inspections took place over 15 years ago (conducted by AAC) we would recommend another onsite revaluation sometime over the next three years to ensure property record card information is current and correct. We would recommend conducting annual maintenance until a onsite revaluation occurs. After a revaluation the City will then have the option to conduct annual market updates or every other year because the property records will be current.

In preparing this proposal, I evaluated your current assessment uniformity and accuracy over the past five years by conducting an assessment/sales ratio study, which indicated that the City's assessment equity and uniformity currently does not meet established industry standards. Based on the statistical metrics displayed in that study compared to expected ratio standards by the Wisconsin Department of Revenue and International Association of Assessing Officers, it is clear the City's assessments are no longer equitable and that uniformity has gradually eroded.

The recent 2020 sales analysis shows that property assessments are approximately 7% under their recent sales prices (median ratio was 92.86%). High valued properties are consistently undervalued as compared to lower valued properties, which is evident by the price related differential (PRD) of 1.10 (an acceptable range is 0.98 to 1.03). However, the most alarming ratio statistics in this study was the coefficient of dispersion (COD) at 21.60 (should be between 5-10) and the coefficient of concentration (COC) being 66.1 (should be higher than 85). What those two statistics infer is that only 66.10% of the time assessment ratios were within 21.60% of the median ratio of 92.86%. This indicates very poor assessment performance and a need for a revaluation ASAP.

REFERENCES

**Village of Richfield**

Jim Healy
Administrator
4128 Hubertus Road
Hubertus, WI 53033
262-628-2260 ext. 115
administrator@richfieldwi.gov

**Village of Pewaukee**

Scott Gosse
Administrator
235 Hickory Street
Pewaukee, WI 53072
262-691-5660
sgosse@villageofpewaukee.com

**Town of Linn**

Jim Hurley
Administrator/Treasurer
W3728 Franklin Walsh Street
Zenda, WI 53195
262-275-6300 ext. 12
admin@townoflinn.com

**City of Verona**

Adam Sayre
City Administrator
111 Lincoln Street
Verona, WI 53593
608-845-6495
adam.sayre@ci.verona.wi.us

**City of Middleton**

Mike Davis
City Administrator
7426 Hubbard Ave
Middleton, WI 53562
608-821-8358
mdavis@cityofmiddleton.us

ASSESSMENT SERVICES COST

Our **annual maintenance assessment services** will meet or exceed all requirements described in the “Scope of Work - Assessment Services” numbered 1-22 on page 2 and 3 of the City’s request for proposals dated July 22, 2021.

The figures below are for the assessment years 2022, 2023, and 2024.

Assessment Year	Total Annual Compensation Rate
2022	\$42,500
2023	\$42,500
2024	\$42,500

Total Three-Year Cost:	\$127,500
-------------------------------	------------------

Assessment CAMA Software	Included
Postage and mailing services	Included
Open Book & Board of Review Expenses	Included
Web Hosting of Assessment Data	Included

The above total annual compensation rates are in not-to-exceed sums including all costs, but not necessarily limited to: labor, materials, supplies, equipment, transportation, meals, lodging, computer software, and Board of Review expenses.

CAMA SOFTWARE CONVERSION



AAC uses a different computer aided mass appraisal (CAMA) software than your current assessor. Our experience converting their CAMA records usually reveals missing minimum Department of Revenue required digital property record card information such as: building attributes, dimensions/sketches and primary building pictures among others. We have estimated this conversion may cost up to **\$5,000** and shall be discussed with the City prior to executing an assessment services contract.

ALTERNATE ASSESSMENT SERVICES COST

Our annual **full-value maintenance assessment services** will meet or exceed all requirements described in the “Scope of Work - Assessment Services” numbered 1-22 on page 2 and 3 of the City’s request for proposals dated July 22, 2021.

The figures below are for the assessment years 2022, 2023, and 2024.

Assessment Year	Total Annual Compensation Rate
2022	\$65,000
2023	\$65,000
2024	\$65,000

Total Three-Year Cost:	\$195,000
-------------------------------	------------------

Assessment CAMA Software	Included
Postage and mailing services	Included
Open Book & Board of Review Expenses	Included
Web Hosting of Assessment Data	Included

The above total annual compensation rates are in not-to-exceed sums including all costs, but not necessarily limited to: labor, materials, supplies, equipment, transportation, meals, lodging, computer software, and Board of Review expenses.

FULL-VALUE MAINTENANCE

All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with “Maintenance” related reasons to visit would be inspected on an annual basis. The level of assessment would annually be kept within 5%-10% of the City’s equalized value. Optional interior walkthroughs or exterior only percentage inspection cycles can be added for an additional annual cost. ***This option is only available after an onsite inspection revaluation.***

FUTURE REVALUATION SERVICES COST

Our revaluation assessment services will meet or exceed all requirements described in the “Scope of Work - Revaluation Services” numbered 1-15 on page 3 and 4 of the City’s request for proposals dated July 22, 2021.

The figures below are for conducting a revaluation during any of the assessment years of 2023 or 2024.

Revaluation Type	Total Annual Compensation Rate
Interim Market Update Revaluation	\$70,000
*Full Inspection Revaluation	\$232,500
*Exterior Only Revaluation	\$192,500

<i>Annual Maintenance Assessment Service</i>	<i>Included</i>
Assessment CAMA Software	Included
Postage and mailing services	Included
Open Book & Board of Review Expenses	Included
Web Hosting of Assessment Data	Included

INTERIM MARKET UPDATE

All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with “Maintenance” related reasons to visit would be inspected onsite. ***This option is only available after an onsite inspection revaluation.***

FULL & EXTERIOR REVALUATIONS

AAC would physically inspect 100% of the improved properties in one year and update assessment records. All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. A *full inspection revaluation* would include both interior walkthroughs and exterior inspections. The *exterior only revaluation* option would only include onsite exterior inspections.

**Options are available upon request to spread a revaluation cost over the term of the contract and would depend on the scope of services required.*

ADDENDUMS

A | Certificate of Insurance

A1

B | Sample Maintenance Contract

B1-10

CERTIFICATE OF INSURANCE



ASSOC02

OP ID: JV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2020

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 ADEMINO & ASSOCIATES 1001 TRUMAN P O BOX 99 KIMBERLY, WI 54136-0099 DAVID VAN BOOGARD		920-734-3110 CONTACT NAME: DAVID VAN BOOGARD PHONE (A/C, No, Ext): 920-734-3110 FAX (A/C, No): 920-734-6027 E-MAIL ADDRESS: dvanboogard@ademino.com	
INSURED ASSOCIATED APPRAISAL CONSULTANTS INC & GP ACQUISITION INC PO BOX 291 GREENVILLE, WI 54942		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUTUAL INS INSURER B: UNDERWRITERS AT LLOYD'S LONDON INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		A323069	08/16/2020	08/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		A323069	08/16/2020	08/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ WAIVED		A323069	08/16/2020	08/16/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	A339201	08/16/2020	08/16/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	ERRORS & OMISSIONS		PGIARK06509-04	08/16/2020	08/16/2021	\$10000DED 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	SAMPL-1	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

ACORD 25 (2016/03)

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CONTRACT FOR MAINTNENCE ASSESSMENT SERVICES

Prepared for the
City of Lake Geneva
Walworth County

By

***Associated Appraisal
Consultants, Inc.***

Appleton Office
W6237 Neubert Road
Appleton, WI 54913
Phone (920) 749-1995/Fax (920) 731-4158

P.O. Box 291
Greenville, WI 54942-0291

Lake Geneva Office
Walworth County
Lake Geneva, WI 53147

Ironwood, Michigan Office
Ironwood, MI 49938

Hurley Office
Iron County
Hurley, WI 54534

CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **City of Lake Geneva, Walworth County, State of Wisconsin**, a municipal corporation (hereafter referred to as “Municipality”) and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as “Assessor”).

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. This Contract is being provided under the assumption all property records are in digital format. Digital property records include digital photographs, sketches and property record data compliant with the Wisconsin Department of Revenue mandates. In the event the records are not digital, there shall be an additional cost for conversion.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over the term of the contract years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

- A. PARCEL IDENTIFICATION.** The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.
- B. PREPARATION OF RECORDS.** Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.
- C. APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.
- 1) Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
 - 2) Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

3) Income Approach. Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. OPEN BOOK CONFERENCE. Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. COMPLETION OF ASSESSMENT ROLL AND REPORTS. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue; postage and mailing services are at the Assessor's expense.

- F. BOARD OF REVIEW ATTENDANCE.** Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). If deemed necessary by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.
- G. PERSONAL PROPERTY ASSESSMENTS.** The Assessor shall prepare and distribute annual personal property statements to all businesses; postage and mailing services are at the Assessor's expense. Each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.
- H. MONTHLY MUNICIPAL PERMIT FEE.** Manufactured and Mobile home statement of monthly municipal permit fee calculations shall be completed. Assessor shall maintain an electronic copy of the property record data for each account as contained on the PA-117 form, Manufactured & Mobile Home Valuation Worksheet or similarly approved form as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year.
- I. PUBLIC REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including sec. 70.35(3) Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats. regarding income and expense information provided to the assessor and board of review; and sec. 77.265, Wis. Stats., regarding the real estate transfer return.

- J. AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend Village meetings at the request of the Municipality for up to four (4) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond four (4) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.
- K. MUNICIPAL RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.
- L. MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

II. GENERAL REQUIREMENTS

A. OATH OF OFFICE. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per Wisconsin Statutes secs. 62.09 (1)(c) and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. INSURANCE AND INDEMNITY. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Each Occurrence \$ 1,000,000

Personal & Advertising \$ 1,000,000

Fire Damage \$ 100,000

Medical Expense \$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit \$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

- D. OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

III. TERM AND TERMINATION

- A. TERM.** The term of this Contract is for the **2022, 2023, and 2024** assessment year(s). The assessor shall have completed all work under this Contract on or before July 1 of each year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.
- B. TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.
- C. AUTOMATIC RENEWAL.** This Contract will automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Forty-Two Thousand Five Hundred Dollars (\$42,500.00)** for each of the 2022, 2023, and 2024 assessment year(s) for maintenance assessment services.
- B. The compensation due the Assessor shall be paid in monthly or quarterly installments throughout the 2022, 2023 and 2024 assessment year(s).
- C. The Municipality shall not be billed for postage and mailing services, mileage or supplies unless otherwise specified in this Contract and/or addenda.
- D. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. SIGNATURES

Mark Brown

President

Associated Appraisal Consultants, Inc.

Date

Authorized Signature

City of Lake Geneva

Date

RESOLUTION OF THE COMMON COUNCIL			
A resolution establishing Ward Boundaries to reflect population changes according to the 2020 Census of Population			
Committee:	Finance, Licensing, and Regulation Committee to consider on October 5, 2021		
Fiscal Impact:	N/A		
File Number:	21-R65	Date:	October 11, 2021

WHEREAS, Wisconsin Statutes 5.15 (1) requires municipalities, following each decennial Census, to adjust the boundaries of wards which have either gained or lost population and as a result no longer fit within the statutory population ranges; and

WHEREAS, municipalities are further required to make a good faith effort to accommodate the tentative plans submitted by the county and to ensure that each ward shall, to the extent practicable, be kept compact, contiguous, and observe the community of interest of existing neighborhoods.

NOW, THEREFORE, BE IT RESOLVED that the City of Lake Geneva does hereby recognize the population of wards in the City as follows:

<u>Ward Number</u>	<u>Ward Population</u>
Ward 1	975
Ward 2	918
Ward 3	906
Ward 4	963
Ward 5	624
Ward 6	839
Ward 7	729
Ward 8	939
Ward 9	477
Ward 10	905
Ward 11	0
Ward 12	2
Ward 13	0
Ward 14	0
Ward 15	0

BE IT FURTHER RESOLVED that the City of Lake Geneva does hereby adopt the ward plan according to the map and listing of census blocks which are hereto attached and herein incorporated by reference.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to forward a copy of the ward plan to the County Clerk of Walworth County within five days after the adoption of the plan by the Common Council.

Granted by action of the Common Council of the City of Lake Geneva this 11th day of October, 2021.

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

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

Charlene Klein, Mayor _____ Date

Attest:

Lana Kropf, City Clerk _____ Date

Ward 1

Population: 975

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at a point at the northwest corner of the junction of the center of the river channel of the White River and Geneva Lake; continuing northeasterly along the center of the main channel of the White River to the centerline of Mill Street; continuing northerly along the centerline of Mill Street to the centerline of Sage Street; thence northerly along the centerline of Sage Street extended as a line to the intersection with the centerline of Wisconsin Street; thence easterly along the centerline of Wisconsin Street to the intersection with the center of the main channel of the White River; thence northeasterly along the center of the river channel of the White River to a point at which it is intersected by the centerline of Water Street extended eastward; thence westerly along the centerline of Water Street to the centerline of Center Street; thence northerly along the centerline of Center Street to the centerline of the alley north of Marshall Street; thence westerly along the centerline of that alley to the centerline of Williams Street; thence southerly along the centerline of Williams Street to the centerline of Marshall Street; thence westerly along the centerline of Marshall Street to the centerline of Madison Street; thence southerly along the centerline of Madison Street to the centerline of Park Row; thence westerly along the centerline of Park Row to the centerline of Franklin Avenue; thence southerly along the centerline of Franklin, thence westerly along the centerline of Dodge Street, thence southerly along the centerline of Elmwood Avenue to the centerline of Wisconsin Street; thence easterly along the centerline of Wisconsin Street to the centerline of Maxwell Street; thence southerly along the centerline of Maxwell Street to a point at which the line of Maxwell Street extended southward intersects with the shore of Geneva Lake; thence easterly along the shore of Geneva Lake to the point of origin.

Census Tracts included: 551270015031002, 551270015031004, 551270015031005, 551270015031006, 551270015031007, 551270015031008, 551270015031023, 551270015031024, 551270015031025, 551270015031026, 551270015031027, 551270015031028, 551270015031029, 551270015031030, 551270015031031, 551270015031032, 551270015031033, 551270015031034, 551270015031035, 551270015031036, 551270015031037, 551270015031038, 551270015031039, 551270015031040, 551270015032046, 551270015032047, 551270015032048, 551270015032049, 551270015032050, 551270015041000, 551270015041001, 551270015041002, 551270015041003, 551270015041004, 551270015041005, 551270015041017, 551270015041018, 551270015041019, 551270015041020, 551270015041021, 551270015041022, 551270015042004, 551270015042009, 551270015042010, 551270015042011, 551270015042012, 551270015042013, 551270015042014, 551270015042015, 551270015042016, 551270015042018, 551270016051008, 551270016051009, 551270016051010, 551270016062000, and 551270016062001

Ward 2

Population: 918

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at a point at which the centerline of Conant Street intersects with the western City limit and continuing easterly along the centerline of Conant Street to the centerline of High Street; continuing easterly along the centerline of Pleasant Street to the centerline of Clover Street; thence southerly along the centerline of Clover Street to the centerline of Park Row; thence easterly along the centerline of Park Row to the centerline of Franklin Avenue; thence southerly along the centerline of

Franklin Avenue, thence westerly to the centerline of Dodge Street; thence southerly to the centerline of Elmwood Avenue to the centerline of Wisconsin Street; thence easterly along the centerline of Wisconsin Street to the centerline of Maxwell Street; thence southerly along the centerline of Maxwell Street to a point at which the centerline of Maxwell Street extended southward intersects with the shore of Geneva Lake; thence southwesterly along the shore of Geneva Lake to the western City limit; thence northwesterly along the western City limit to a point then northerly along the western city limit to a point then southeasterly along the western city limit to a point, then northeasterly along the western city limit to a point then northwesterly along the western city limit to a point then southeasterly along the western city limits to a point then northerly along the western city limits to a point then westerly along the western city limit to a point then northerly along the western city limit to a point then easterly along the western city limits to a point then northerly along the western city limit to the point of origin; including the area commonly known as Cobb Park.

Census Tracts included: 551270015041006, 551270015041007, 551270015041008, 551270015041009, 551270015041010, 551270015041011, 551270015041012, 551270015041013, 551270015041014, 551270015041015, 551270015041016, 551270015042007, 551270015042008, 551270015042017, 551270015043001, 551270015043009, 551270016062003, 551270016062004, 551270016062005, 551270016062006, 551270016062008, 551270016062010, and 551270016062011

Ward 3

Population: 906

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at a point a which the centerline of Conant Street intersects with the western City limit and continuing easterly along the centerline of Conant Street to the centerline of High Street; continuing easterly along the centerline of Pleasant Street to the centerline of Clover Street; thence southerly along the centerline of Clover Street to the centerline of Park Row; thence easterly along the centerline of Park Row to the centerline of Madison Street; thence northerly along the centerline of Madison Street to a point at which Madison Street is intersected by the centerline of Elkhorn Road extended as a line southeastward; thence northwesterly along the centerline of Elkhorn Road to the centerline of Wheeler Street; thence easterly along the centerline of Wheeler Street to the centerline of Horace Street; thence northerly along the centerline of Horace Street to the centerline of Grant Street; thence easterly along the centerline of Grant Street to the centerline of Madison Street; thence northerly along the centerline of Madison Street to the centerline of Oak Hill Drive; thence easterly along the centerline of Oak Hill Drive and continuing along the centerline of Oak Hill Drive extended by a line eastward to the northern City limit; thence northerly along the eastern City limit to a point; thence easterly along the northern city limits to a point, then northerly along the northern city limits to a point, then westerly along the northern city limits to a point then northerly along the northern city limits to a point then westerly along the northern city limits to a point then southeasterly along the northern city limits to a point then southwesterly along the northern city limits to a point then southeasterly along the northern city limits to a point then northwesterly along the northern city limits to a point then northerly along the northern city limits to a point then westerly along the northern city limits to a point then southerly along the northern city limit to a point then westerly along the northern city limits to a point then southerly along the western city limits to a point then westerly along the western city limits to a point then southerly along the western city limits to the point of origin; excluding the Town of Geneva island located therein.

Census Tracts included: 551270015032001, 551270015032017, 551270015032018, 551270015032019, 551270015042000, 551270015042001, 551270015042002, 551270015042003, 551270015042005, 551270015042006, 551270015043004, 551270015043006, 551270015043007, 551270015043012, 551270015043013, and 551270015043014

Ward 4

Population: 963

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the northeast corner of the intersection of the centerline of Madison Street and the centerline of Marshall Street and continuing easterly along the centerline of Marshall Street to the centerline of Williams Street; thence northerly along the centerline of Williams Street to the centerline of the alley north of Marshall Street; thence easterly along the centerline of that alley to the centerline of Center Street; thence southerly along the centerline of Center Street to the centerline of Water Street; thence easterly along the centerline of Water Street to the centerline of Waverly Street; thence northerly along the centerline of Waverly Street to the centerline of Walworth Street; thence easterly along the centerline of Walworth Street to the centerline of Pioneer Drive; thence northerly along the centerline of Pioneer Drive to the northern terminus of Pioneer Drive; thence westerly along a line extended westward from the northern terminus of Pioneer Drive to the centerline of Waverly Street; thence northerly along the centerline of Waverly Street to the centerline of Spring Street; thence westerly along the centerline of Spring Street to the centerline of Sage Street; thence northerly along the centerline of Sage Street to the centerline of Grove Street; thence westerly along the centerline of Grove Street to the centerline of Center Street; thence northerly along the centerline of Center Street to the centerline of Sheridan Springs Road; thence westerly along the northern City limit to a point; then northerly along the northern city limits to a point then westerly along the northern city limits to a point; then northerly along the City limit to a point at which the City limit is intersected by the centerline of Oak Hill Drive extended by a line eastward; thence westerly along the centerline of Oak Hill Drive to the centerline of Madison Street; thence southerly along the centerline of Madison Street to the centerline of Grant Street; thence westerly along the centerline of Grant Street to the centerline of Horace Street; thence southerly along the centerline of Horace Street to the centerline of Wheeler Street; thence westerly along the centerline of Wheeler Street to the centerline of Elkhorn Road; thence southeasterly along the centerline of Elkhorn Road and continuing southeasterly along the centerline of the line of Elkhorn Road extended southeastward to the centerline of Madison Street; thence southerly along the centerline of Madison Street to the point of origin.

Census Tracts included: 551270015031009, 551270015031010, 551270015031011, 551270015031012, 551270015031013, 551270015031014, 551270015031015, 551270015031016, 551270015031017, 551270015031018, 551270015031019, 551270015031020, 551270015031021, 551270015031022, 551270015032014, 551270015032015, 551270015032016, 551270015032020, 551270015032021, 551270015032022, 551270015032026, 551270015032027, 551270015032029, 551270015032030, 551270015032031, 551270015032032, 551270015032033, 551270015032034, 551270015032036, 551270015032037, 551270015032038, 551270015032039, 551270015032040, 551270015032041, 551270015032042, 551270015032043, 551270015032044, 551270015032045, and 551270015032051

Ward 5

Population: 624

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the intersection of the centerline of Mill Street and the centerline of Main Street and continuing easterly along the centerline of Main Street; continuing easterly along the centerline of Highway 50 to the eastern City limit; thence continuing northwesterly along the eastern City limit to a point; then northerly along the eastern city limit to a point; then northwesterly along the eastern city limit to a point, then westerly along the northern city limit to a point then northerly along the northern city limit to a point then easterly along the northern city limit to a point then northwesterly along the northern city limit to a point then southerly along the northern city limits to a point then easterly along the northern city limits to a point then southerly along the northern city limit to a point then easterly along the northern city limits to a point where the centerline of Sheridan Springs Road intersects with the centerline of Center Street; thence southerly along the centerline of Center Street to the Centerline of Grove Street; thence easterly along the centerline of Grove Street to the centerline of Sage Street; thence southerly along the centerline of Sage Street to the Centerline of Spring Street; thence easterly along the centerline of Spring Street to the centerline of Waverly Street; thence southerly along the centerline of Waverly Street to a point at which Waverly Street is intersected by a line extended eastward to the northern terminus of Pioneer Drive; thence southerly along the centerline of Pioneer Drive to the centerline of Walworth Street; thence westerly along the centerline of Walworth Street to the centerline of Waverly Street; thence southerly along the centerline of Waverly Street to the centerline of Water Street; thence easterly along the centerline of Water Street and continuing easterly along the centerline of Water Street extended to the middle of the river channel of the White River; thence southwesterly along the center of the river channel of the White River to a point at which it is intersected by the centerline of Wisconsin Street extended by a line eastward; thence westerly along the centerline of Wisconsin Street extended by a line eastward to the centerline of Sage Street; thence southerly along the centerline of Sage Street to the centerline of Mill Street; thence southerly along the centerline of Mill Street to the point of origin; excluding the Town of Geneva islands located therein.

Census Tracts included: 551270010003052, 551270010003053, 551270010003054, 551270015031001, 551270015031003, 551270015032004, 551270015032008, 551270015032009, 551270015032010, 551270015032023, 551270015032024, 551270015032025, and 551270015032035

Ward 6

Population: 839

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the southeast corner of the intersection of the centerlines of Main Street and Wells Street and continuing southeasterly along the centerline of Wells Street to the centerline of Townline Road; thence easterly along the centerline of Townline Road to the centerline of Edwards Boulevard (Hwy 120) then northerly along the centerline of Edwards Boulevard to the centerline of Highway 50 then westerly along the centerline of Highway 50 continuing westerly along the centerline of Main Street to the point of origin excluding the Town islands located therein.

Census Tracts included: 551270016051000, 551270016051001, 551270016051002, 551270016051004, 551270016051006, 551270016053013, 551270016053015, 551270016053016, 551270016053017, and 551270016053018

Ward 7

Population: 729

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the northeast corner of the intersection of the centerlines of Bonnie Brae Lane and South Street and continuing northerly along the centerline of Bonnie Brae Lane to the centerline of Rush Street; thence easterly along the centerline of Rush Street extended by a line eastward to the centerline of Wells Street; thence southeasterly along the centerline of Wells Street to the southern City limit; thence westerly along the southern City limit to a point; thence southerly along the southern City limit to a point; thence westerly along the southern City limit to a point; thence southerly along the southern City limit to a point; thence westerly along the southern City limit to a point; thence northerly along the southern City limit to a point; thence westerly along the southern City limit to a point; thence southerly along the southern City limit to a point; thence westerly along the southern City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence northeasterly along the western City limit to a point; thence southerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence southerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence northeasterly along the western City limit to a point; thence southeasterly along the western City limit to a point; thence northeasterly along the western City limit to a point; thence easterly along the western City limit to a point; thence northeasterly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence northwesterly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northeasterly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to the shore of Geneva Lake; thence northerly along the shore of Geneva Lake to the western City limit; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence southerly along the western City limit to a point; thence easterly along the western City limit to a point; thence southerly along the western City limit to a point; thence westerly along the western City limit to a point; thence southerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to a point; thence northerly along the western City limit to a point; thence easterly along the western City limit to a point; thence northerly along the western City limit to the centerline of

South Street; thence westerly along the centerline of South Street to the point of origin; excluding the Town of Bloomfield island located therein.

Census tracts included: 551270016052003, 551270016052004, 551270016052006, 551270016052007, 551270016052008, 551270016052009, 551270016052010, 551270016052012, 551270016052018, 551270016061000, 551270016061002, 551270016061003, 551270016061047, and 551270016061064

Ward 8

Population: 939

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at a point at the southeast corner of the junction of the center of the main channel of the White River and Geneva Lake; continuing northeasterly along the center of the main channel of the White River to the centerline of Main Street; thence easterly along the centerline of Main Street to the centerline of Wells Street; thence southerly and southeasterly along the centerline of Wells Street to the centerline of Townline Road; thence easterly along the centerline of Townline Road to its intersection with the centerline of Curtis Street; thence southerly to the centerline Wells Street, thence easterly to a point, thence northerly to a point, thence easterly to a point, thence southerly to a point, thence westerly to the centerline of Wells St, thence southeasterly along the centerline of Wells Street to a point; thence westerly to the centerline of Mobile Street; thence southerly to the intersection of the centerline Mobile Street and the centerline Rush Street thence westerly along the centerline of Rush Street to the centerline of Bonnie Brae Lane; thence southerly along the centerline of Bonnie Brae Lane to the western City limit; thence westerly along the western City limit to a point; thence southerly along the western City limit to a point; thence westerly along the western City limit to a point; thence northerly along the western City limit to a point; thence westerly along the western City limit to a point; thence southwesterly along the western City limit to a point; thence easterly along the western City limit to a point; thence southerly along the western City limit to a point; thence northwesterly along the western City limit to a point; thence southwesterly along the western City limit to a point; thence southeasterly along the western City limit to a point; thence southwesterly along the City limit to the shore of Geneva Lake; thence continuing generally northeasterly along the shore of Geneva Lake to the point of origin; excluding the Town of Bloomfield island located therein.

Census Tracts included: 551270015032006, 551270016051003, 551270016051005, 551270016051007, 551270016051011, 551270016051012, 551270016051013, 551270016051014, 551270016051016, 551270016051019, 551270016051025, 551270016051026, 551270016051027, 551270016051028, 551270016051029, 551270016051030, 551270016051031, 551270016052000, 551270016052001, 551270016052005, 551270016052014, 551270016052017, 551270016053028, and 551270016053038

Ward 9

Population: 477

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the southeast corner of the intersection of the centerlines of Curtis Street and Townline Road and continuing easterly along the centerline of Townline Road to the eastern City limit; thence southerly along the eastern City limit to a point; thence westerly along the southern City limit to a point; thence northwesterly along the southern City limit to a point; thence southerly along the

southern City limit to a point; thence westerly along the southern City limit to a point; thence southerly along the southern City limit to a point; thence easterly along the southern City limit to a point; thence southerly along the southern City limit to a point; thence westerly along the southern City limit to a point; thence northerly along the southern City limit to a point; thence westerly along the southern City limit to the centerline of Wells Street; thence northwesterly along the centerline of Wells Street to a line extended northward to the centerline of Curtis Street; thence northerly along the centerline of Curtis Street to the point of origin; including the area commonly known as Four Seasons Nature Preserve; excluding the Town of Bloomfield islands located therein.
Census Tracts includes: 551270016053022, 551270016053026, 551270016053034, 551270016053035, 551270016053036, 551270016053040, 551270017011037, 551270017011039, and 551270017011043

Ward 10

Population: 905

Polling Location: City Hall Building, 626 Geneva Street, Lake Geneva, WI

Specifically described as: commencing at the northeast corner of the intersection of the centerlines of Townline Road and Edwards Boulevard (Highway 120) and continuing easterly along the centerline of Townline Road to the eastern City limit; thence northwesterly along the eastern City limit to a point; thence easterly along the eastern City limit to a point; thence northerly along the eastern City limit to the centerline of Highway 50; thence westerly along the centerline of Highway 50 to the intersection of the centerline of Highway 50 and the east edge of East Drive, thence southerly to the southern terminus of East Drive, and then south along a line extended south from the southern terminus from East Drive, thence westerly along City limits to a point, thence southerly along the City limits to a point, thence easterly along the City limits to a point, thence southerly to a point, thence easterly to the centerline of Edwards Blvd, thence southerly along the centerline of Edwards Blvd (Hwy 120) to the point origin; excluding the Town of Lyons island located therein.

Census Tracts included: 551270010003042, 551270010003055, 551270010003056, 551270010003071, 551270010003072, 551270016053000, 551270016053001, 551270016053002, 551270016053003, 551270016053004, 551270016053006, 551270016053007, and 551270016053033

Ward 11

Population: 0

Polling Location: City Hall, 626 Geneva St, Lake Geneva, WI

Specifically described as: PT NW 1/4 SEC 6 T1N R18E Desc As: COM SE COR NW 1/4 SEC 6, N2D29'W 726', S86D04'05"W TO NE COR Geneva Meadows Apartments, S3D3'55"E 694.07', E TO POB. 12.49 A Annexed to the City of Lake Geneva Under #852281 Omits MB 6-7A

Census Tracts includes: 551270016053025

Ward 12

Population: 2

Polling Location: City Hall, 626 Geneva St, Lake Geneva, WI

Specifically described as: Lot 1 Certified Survey No. 4330 Aa Recorded in Vol. 28 of C.S. on page 51 WCR. Located in NW 1/4 SE 1/4 & SW 1/4 SE 1/4 SEC 6 T1N R18E. 506305 sq ft omits MA3187-1 Annexed to the City of Lake Geneva Under #852918 Omits MA4330-1

Census Tracts includes: 551270017011036

Ward 13

Population: 0

Polling Location: City Hall, 626 Geneva St, Lake Geneva, WI

Specifically described as: PT SE 1/4 SEC 12 T1N R17E & SW 1/4 SEC 7 T1N R18E

Desc As: COM NW COR SE 1/4 SEC 12, N89D30'05"E 550' TO POB, N89D30'05"E 2096.67', N87D35'59"E 840.72', S54D29'21"E 367.95', ALG Curve Chord S30D43'08"W 954.55', S20D30'W 330.61', N66D04'07"W 597.95', S29D07'18"W 354.14', S76D15'35"W 129.30', ALG Curve Chord S40D26'21"E 152.17', S10D26'W 175.04', S13D06'43"E 82.46', N66D18'34"W 102.17', N10D36'58"E 48.66', S89D26'56"W 1911.36', N11D20'17"E 440.24', N61D37'54"E 111. 80', N27D33'16"E 458.94', N1D48'12"W 225', N31D32'53"W 201. 56', N22D15'40"W 429.57' TO POB. Exc lying in part of Town of Linn. Also ZYUP 197A. City of Lake Geneva. Out of I L 12-15 & MB 7-6 PER #746699

Census Tracts includes: 5512700196061058

Ward 14

Population: 0

Polling Location: City Hall, 626 Geneva St, Lake Geneva, WI

Specifically described as: That PT of Lot 1 Certified Map NO. 4088 as recorded in VOL 25 OF C.S. on page 272 WCR that is located in SW 1/4 NW 1/4 SEC 7 T1N R18E.

111692 SQ FT (Lake Geneva School District), City of Lake Geneva. Out of MB 7-6, I L 12-15 Omits MA1878-2 & IA1878-2

Census Tracts includes: 551270016061063

Ward 15

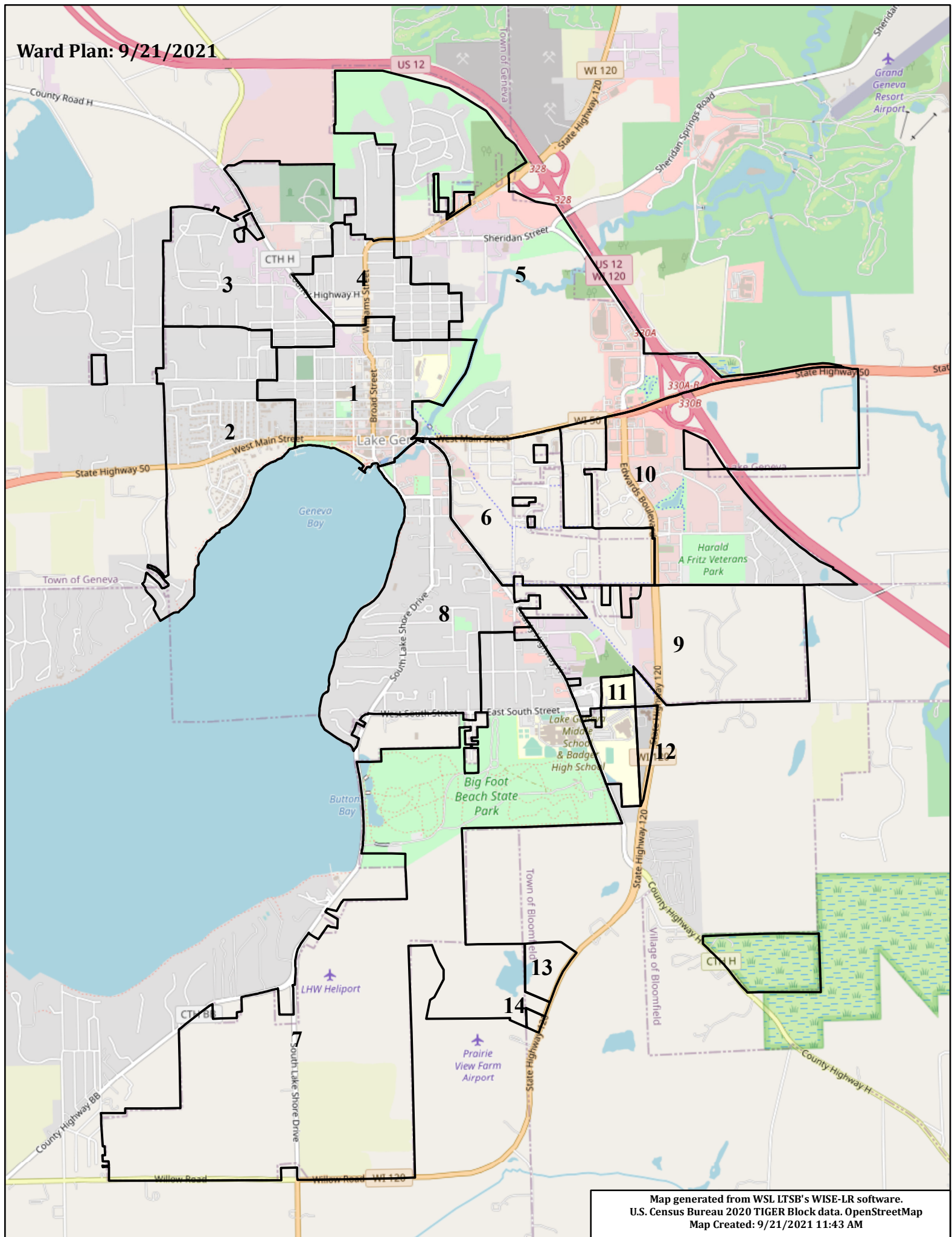
Population: 0

Polling Location: City Hall, 626 Geneva St, Lake Geneva, WI

Specifically Described as: A parcel of land in the Northeast ¼ of Section 25, Township 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of Section 25; thence West 1596.00 feet; thence South 1 degree 30' West, 1165.48 feet to the place of beginning; thence North 89 degrees 51' West, 100 feet; thence South 848.17 feet; thence East 100 feet; thence North 850.52 feet to the point of beginning.

Census Tracts includes: 5512740015032006

Ward Plan: 9/21/2021



Report Criteria:

Report type: Summary

[Report].Check Issue Date = 09/17/2021,09/21/2021,09/24/2021,09/28/2021,09/29/2021

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
09/17/2021	77399	6160	AMAZON CAPITAL SERVICES	2,796.17
09/21/2021	77400	2104	AT&T	1,690.06
09/21/2021	77401	2108	AT&T LONG DISTANCE	22.94
09/21/2021	77402	6296	B'S DEMOLITION	777.00
09/21/2021	77403	6263	CHARTER COMMUNICATIONS	114.98
09/21/2021	77404	2561	GENEVA ONLINE INC	2.00
09/21/2021	77405	6297	LD'S BBQ, LLC	1,602.25
09/21/2021	77406	5021	VORPAGEL SERVICE INC	125.00
09/21/2021	77407	5042	WALLING, FRED	382.90
09/21/2021	77408	5071	WE ENERGIES	38.31
09/24/2021	77485	2104	AT&T	573.42
09/24/2021	77486	3038	NELSON, BRANDI	226.64
09/24/2021	77487	4973	US BANK	6,956.25
09/24/2021	77488	1233	WEST BEND MUTUAL INS CO	20.00
09/28/2021	77489	5428	CITY OF LAKE GENEVA POLICE DEPT	58.00
09/29/2021	77490	2046	ALLIANT ENERGY	67.76
09/29/2021	77491	6263	CHARTER COMMUNICATIONS	359.96
09/29/2021	77492	5709	FEH DESIGN	12,258.60
09/29/2021	77493	2670	HOME DEPOT CREDIT	9.74
09/29/2021	77494	2800	KORNAK, EMILY	39.02
09/29/2021	77495	3062	NORTHWIND PERENNIAL FARM	208.00
09/29/2021	77496	3233	RHYME BUSINESS PRODUCTS	559.95
09/29/2021	77497	5326	STEPHANIE LYNN LAKE GENEVA LLC	5,332.00
09/29/2021	77498	4975	US CELLULAR	630.70
Grand Totals:				34,851.65

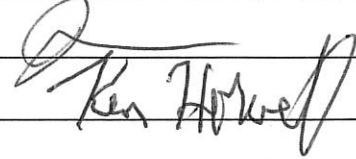
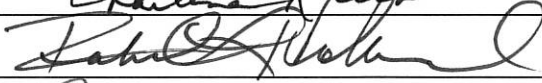
Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	1,064.04	14,929.77-	13,865.73-
11-10-00-51390	1,602.25	.00	1,602.25
11-12-00-52210	86.44	.00	86.44
11-12-00-53100	60.04	.00	60.04
11-14-30-53100	6.49	.00	6.49
11-15-10-53100	61.82	.00	61.82
11-15-10-53990	46.54	.00	46.54
11-16-10-52210	993.76	.00	993.76
11-16-10-52400	.00	5.24-	5.24-
11-16-10-53100	99.33	.00	99.33
11-16-10-53500	10.97	10.97-	.00
11-21-00-51380	219.43	.00	219.43
11-21-00-51390	105.50	.00	105.50
11-21-00-52210	906.54	.00	906.54

GL Account	Debit	Credit	Proof
11-21-00-52620	130.44	.00	130.44
11-21-00-52910	130.76	.00	130.76
11-21-00-53100	28.35	.00	28.35
11-21-00-53120	58.00	.00	58.00
11-21-00-53160	22.47	.00	22.47
11-21-00-53300	149.80	.00	149.80
11-21-00-53310	79.90	.00	79.90
11-21-00-53420	1,278.08	.00	1,278.08
11-21-00-53610	76.84	.00	76.84
11-21-00-53800	1,764.16	882.83-	881.33
11-21-00-53990	166.93	.00	166.93
11-21-00-54100	3,578.71	165.00-	3,413.71
11-21-00-58100	519.35	.00	519.35
11-22-00-52210	363.91	.00	363.91
11-22-00-53100	245.51	.00	245.51
11-22-00-53500	1,374.14	.00	1,374.14
11-22-00-58100	39.98	.00	39.98
11-24-00-52620	58.73	.00	58.73
11-24-00-53100	3.25	.00	3.25
11-24-00-53300	262.16	.00	262.16
11-24-00-53310	120.74	.00	120.74
11-32-10-52210	263.47	.00	263.47
11-51-10-52400	14.98	.00	14.98
40-00-00-21100	.00	341.27-	341.27-
40-54-10-52210	82.05	.00	82.05
40-54-10-53100	119.99	.00	119.99
40-55-10-52210	107.37	.00	107.37
40-55-20-52210	31.86	.00	31.86
42-00-00-21100	.00	175.07-	175.07-
42-34-50-52210	171.82	.00	171.82
42-34-50-53100	3.25	.00	3.25
47-00-00-21100	.00	5,332.00-	5,332.00-
47-00-00-57210	2,666.00	.00	2,666.00
47-00-00-57212	2,666.00	.00	2,666.00
48-00-00-21100	.00	156.87-	156.87-
48-00-00-52210	89.11	.00	89.11
48-00-00-52220	67.76	.00	67.76
62-00-00-21100	.00	.29-	.29-
62-00-00-92100	.29	.00	.29
99-00-00-21100	.00	14,980.42-	14,980.42-
99-00-00-52110	279.86	.00	279.86
99-00-00-52160	12,258.60	.00	12,258.60
99-00-00-52210	192.17	.00	192.17
99-00-00-52220	163.31	.00	163.31
99-00-00-53100	35.43	.00	35.43
99-00-00-53600	208.00	.00	208.00
99-00-00-54100	990.36	.00	990.36
99-00-00-54140	166.38	.00	166.38
99-00-00-54150	69.95	.00	69.95
99-00-00-55120	9.71	.00	9.71
99-00-00-55140	46.70	.00	46.70
99-00-00-55320	559.95	.00	559.95

GL Account	Debit	Credit	Proof
Grand Totals:	36,979.73	36,979.73-	.00

Dated: 10/05/2021

Mayor: City Council: 

City Recorder: _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 09/17/2021,09/21/2021,09/24/2021,09/28/2021,09/29/2021

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "P10082021","P10082021A","P10082021B","F10082021","F10082021B","F10082021C","10082021","10082021A"

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

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

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ACCURATE PLUMBING OF WALW CTY				
210811	08/29/2021	2 NEW PUMPS,ALARM SYSTEM	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	3,004.64
Total ACCURATE PLUMBING OF WALW CTY:				3,004.64
ADVANCE AUTO PARTS				
719312714167	09/28/2021	BATTERY	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	57.99
Total ADVANCE AUTO PARTS:				57.99
ALEX AIR APPARATUS, INC.				
4446	08/25/2021	SCBA REPAIRS	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	357.42
Total ALEX AIR APPARATUS, INC.:				357.42
AMY'S SHIPPING EMPORIUM				
55048	08/13/2021	UPS-CHI FIRE PRO DIST	11-22-00-53120 POSTAGE EXPENSE	11.18
55324	08/23/2021	UPS-MALEK & ASSOC	11-22-00-53120 POSTAGE EXPENSE	11.37
55629	08/31/2021	UPS-MALEK & ASSOC	11-22-00-53120 POSTAGE EXPENSE	10.49
Total AMY'S SHIPPING EMPORIUM:				33.04
ANDRES MEDICAL BILLING LTD				
252778	09/15/2021	EMS BILLING-AUG	11-22-00-52140 OUTSIDE BILLING SERVICES	2,787.56
Total ANDRES MEDICAL BILLING LTD:				2,787.56
APHE LLC				
145	09/09/2021	CPR CERTS	11-22-00-56100 CPR CLASS PAY	40.00
Total APHE LLC:				40.00
ASAP OFF ROAD SPECIALTY VEHICLES				
3010	09/01/2021	UTILITY 2 CABLE	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	26.72
Total ASAP OFF ROAD SPECIALTY VEHICLES:				26.72
ASPHALT CONTRACTORS INC				
21575	09/10/2021	CAPITAL STORM REPAIRS	43-32-10-17010 2020/2021 STREET IMP PROGRAM	2,772.00
Total ASPHALT CONTRACTORS INC:				2,772.00
AURORA HEALTH CARE				
348100	08/22/2021	PRE-EMPLOYMENT EXAMS	11-22-00-58400 PRE-EMPLOYMENT TESTING	930.00
550354	09/12/2021	HEARING TESTS	11-32-10-52050 DRUG AND MEDICAL TESTING	72.00
951	09/16/2021	EMP CLINIC-AUG	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	3,000.00
Total AURORA HEALTH CARE:				4,002.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
BATZNER PEST CONTROL				
3208441	09/23/2021	PEST CONTROL-SEP	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	130.00
3221894	09/08/2021	(4) FLY STICKS	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	33.76
Total BATZNER PEST CONTROL:				163.76
BOUND TREE MEDICAL LLC				
84176160	08/20/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	180.30
84176161	08/20/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	672.73
84204215	09/13/2021	LARYNGOSCOPE BLADE	11-22-00-55000 COVID-19 EXPENDITURES	418.41
Total BOUND TREE MEDICAL LLC:				1,271.44
BREEZY HILL NURSERY				
I-250994	09/27/2021	PLANTING MAINT-SEP	42-34-50-52200 PARKING LOT PLANTING/MAINT	230.00
Total BREEZY HILL NURSERY:				230.00
BUMPER TO BUMPER AUTO PARTS				
662-446598	09/13/2021	LAMP-BIG MOWER	11-52-00-52500 EQUIPMENT REPAIR SERVICES	13.98
662-446638	09/14/2021	PLUG-LEAF VAC #41	11-32-13-54200 TREE & BRUSH-REPAIR	5.99
662-446833	09/17/2021	TAPE,BULB-#25	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	19.13
662-446931	09/20/2021	OIL-CAR #3	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	19.98
662-447086	09/22/2021	BATTERY TENDER-#207-15	11-21-00-53610 PD EQUIP MAINT SERV COSTS	41.99
662-447131	09/23/2021	CLAMP-SHOP	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	8.90
662-447386	09/29/2021	FLASHER-GARBAGE TRK #33	11-32-10-53410 VEHICLE-FUEL & OIL	61.76
Total BUMPER TO BUMPER AUTO PARTS:				171.73
CDW GOVERNMENT INC				
J432677	08/17/2021	APC BACKUPS	11-22-00-53100 OFFICE SUPPLIES	65.57
J485655	08/18/2021	NETWORK SW UPG-COMPUTE	11-21-00-58100 EQUIPMENT OUTLAY	1,212.79
J527659	08/19/2021	DOCKING STATION-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	704.90
J527659	08/19/2021	DOCKING STATION-CHF NEW S	50-21-00-58000 POLICE EQUIPMENT PURCHASES	704.90
K318617	09/03/2021	SERVER UPGRADE	11-21-00-58100 EQUIPMENT OUTLAY	157.54
K730615	09/14/2021	LAPTOP-TREASURER	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	840.51
K804414	09/15/2021	BATTERY	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	32.58
K812574	09/16/2021	DVD RING SPINDLE	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	25.02
K939250	09/18/2021	VPN-TREASURER COMPUTER	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	72.63
Total CDW GOVERNMENT INC:				3,816.44
CES				
LKG/073097	09/08/2021	STREET BULB	11-34-10-52610 STREET LIGHTS REPAIRS	125.28
Total CES:				125.28
CHICO'S LLC				
29681	09/20/2021	PLOW REPAIRS	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	225.38
Total CHICO'S LLC:				225.38
CINTAS CORP				
5076901117	09/20/2021	FIRST AID SUPPLIES	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	82.28
Total CINTAS CORP:				82.28

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
CLIFTON LARSON ALLEN LLP				
3004077	09/21/2021	CITY AUDIT 2020-FINAL	11-15-10-52130 INDEPENDENT AUDIT FEES	5,416.50
3004077	09/21/2021	BID AUDIT 2020-FINAL	11-00-00-13900 ACCOUNTS RECEIVABLE-AUDIT	240.00
Total CLIFTON LARSON ALLEN LLP:				5,656.50
COLUMBIA CASCADE COMPANY				
53974-53	09/17/2021	DONATION BENCH-JANELLE	11-52-00-57360 PARK DONATION PURCHASES	3,575.00
Total COLUMBIA CASCADE COMPANY:				3,575.00
COMPLETE OFFICE OF WISCONSIN				
162188	09/01/2021	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	43.55
173706	09/16/2021	PENS,BIZ CARD HOLDER,CLIP	11-21-00-53100 PD OFFICE SUPPLIES	15.34
178028	09/22/2021	BUDGET BOOK COVERS	11-21-00-53100 PD OFFICE SUPPLIES	40.40
Total COMPLETE OFFICE OF WISCONSIN:				99.29
CONWAY SHIELD				
0480462	09/15/2021	AC COMPRESSOR REPAIR	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	237.00
Total CONWAY SHIELD:				237.00
DINGES FIRE COMPANY				
21924	08/30/2021	BLOCKING HOODS (5)	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	513.20
21960	08/31/2021	VEHICLE WASH	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	69.67
22172	09/09/2021	(10) FLASHLIGHTS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	668.90
Total DINGES FIRE COMPANY:				1,251.77
DUNN LUMBER				
872118	09/13/2021	(3) JUMPER CABLES-AMB 1&2	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	47.97
873022	09/14/2021	DRILL SET,BROOMS, SKIMMER	40-55-20-52400 LOWER RIVIERA REPAIRS	76.76
874248	09/15/2021	DOOR BATTERIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	15.99
874558	09/15/2021	FASTENER,WASP KILLER	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	16.47
879392	09/20/2021	HOSE PROP-LEAF WAGONS	11-32-13-54200 TREE & BRUSH-REPAIR	13.14
879438	09/20/2021	LANTERN	48-00-00-53400 CEM OPERATING SUPPLIES	6.99
880778	09/21/2021	RULE TAPE,CONDUIT-4 SEASO	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	38.98
881325	09/21/2021	SEALANT-SALT SHED	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	26.98
882938	09/22/2021	BATTERY TENDER SPLY-#207-1	11-21-00-53610 PD EQUIP MAINT SERV COSTS	18.98
884125	09/23/2021	WASHER FLUID	11-21-00-53420 PD SPECIAL EQUIPMENT	10.78
884370	09/23/2021	CAULK	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	3.79
885320	09/24/2021	SHOVELS	48-00-00-53400 CEM OPERATING SUPPLIES	48.48
886911	09/27/2021	RUST REMOVE,BULBS-DUNN	11-52-00-59500 BLDG MAINT SUPPLIES-RECREATION	31.77
887269	09/27/2021	VANDALISM-WEST END BATH	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	32.97
888837	09/28/2021	SPRAY PAINT-SNOW PLOW #32	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	9.98
890347	09/29/2021	EPOXY,LINCH PIN-TRK #23	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	24.43
890842	09/29/2021	ANTI FREEZE-RESTROOMS	11-52-00-59500 BLDG MAINT SUPPLIES-RECREATION	47.88
890972	09/29/2021	NUTS & BOLTS-RIV DOORS	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	1.95
94603	09/27/2021	BULB-CREDIT	11-52-00-59500 BLDG MAINT SUPPLIES-RECREATION	9.49
Total DUNN LUMBER:				464.80
EAGLE MEDIA INC				
00133215	09/01/2021	UNIFORM-GRITZNER	11-21-00-51380 PD UNIFORM ALLOWANCE	32.00
00133215	09/01/2021	UNIFORM-WAY	11-21-00-51380 PD UNIFORM ALLOWANCE	152.64
00133215	09/01/2021	UNIFORM-REBHORN	11-21-00-51380 PD UNIFORM ALLOWANCE	50.88

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
00133215	09/01/2021	CSO HATS,UNIFORM RODRIGU	11-21-00-51390 PART TIME UNIFORM EXPENSE	111.00
Total EAGLE MEDIA INC:				346.52
ELKHORN CHEMICAL CO INC				
636734	09/10/2021	CAN LINERS,CLEANER	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	774.07
636734-1	09/14/2021	LINERS	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	45.00
636746	09/13/2021	TP,SOAP,TOWELS-PARKS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,115.37
636949	09/17/2021	VACUUM PARTS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	62.08
Total ELKHORN CHEMICAL CO INC:				2,996.52
ELKHORN NAPA AUTO PARTS				
241571	09/07/2021	WIPER MOTOR-#14	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	19.12
242348	09/15/2021	OIL FILTER-LEAF WAGONS	11-32-13-54200 TREE & BRUSH-REPAIR	38.52
243685	09/27/2021	LIGHT BULBS-BACKUP	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	56.90
Total ELKHORN NAPA AUTO PARTS:				114.54
FAIRWYN SB INC				
1760 STONE	09/21/2021	1760 STONE MILL CIRCLE	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				3,500.00
FORCE AMERICA DISTRIBUTING LLC				
001-1573009	09/15/2021	DEICING TANK CONTROL	43-32-10-17020 DPW CAPITAL PROJECTS	1,040.17
Total FORCE AMERICA DISTRIBUTING LLC:				1,040.17
FORD OF LAKE GENEVA				
30602	08/31/2021	WEATHER TECH MATS-SQUAD	11-21-00-53610 PD EQUIP MAINT SERV COSTS	899.60
76874	08/09/2021	TIRE REPLACE-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	59.23
76947	08/16/2021	OIL CHANGE-#207	11-21-00-53610 PD EQUIP MAINT SERV COSTS	34.73
76953	08/16/2021	TIRE REPLACE-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	59.23
77082	08/30/2021	TIRE BALANCE,OIL CHANGE-#2	11-21-00-53610 PD EQUIP MAINT SERV COSTS	296.59
77121	08/31/2021	BATTERY REPLACE-#204-19	11-21-00-53610 PD EQUIP MAINT SERV COSTS	165.95
77123	08/31/2021	TIRE ROTATE,OIL CHANGE-#20	11-21-00-53610 PD EQUIP MAINT SERV COSTS	43.65
77135	09/01/2021	BULN REPLACE-#209	11-21-00-53610 PD EQUIP MAINT SERV COSTS	49.20
77195	09/08/2021	TIRE REPAIR-#209-19	11-21-00-53610 PD EQUIP MAINT SERV COSTS	549.23
Total FORD OF LAKE GENEVA:				2,157.41
FOREMOST PROMOTIONS				
537873	09/29/2021	COLORING BOOKS	11-21-00-53160 CRIME PREVENTION PROGRAM	825.36
537874	09/29/2021	HALLOWEEN BAG HO ITEMS	11-21-00-53160 CRIME PREVENTION PROGRAM	4,951.09
Total FOREMOST PROMOTIONS:				5,776.45
GAGE MARINE CORP				
594179	08/28/2021	VIP BOAT TRANS-RIV GALA 8/28	40-55-40-53000 TOURISM GRANT FUNDS EXP	175.00
Total GAGE MARINE CORP:				175.00
GAHL, FRED				
09/17/2021	09/17/2021	EXPENDITURES- RIV GALA 8/28	40-55-40-53000 TOURISM GRANT FUNDS EXP	1,147.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total GAHL, FRED:				1,147.00
GAPPA SECURITY SOLUTIONS LLC				
23793	09/07/2021	KEYS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	50.00
Total GAPPA SECURITY SOLUTIONS LLC:				50.00
GENERAL COMMUNICATIONS INC.				
294600	06/07/2021	(10) PAGERS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	4,985.00
294679	06/11/2021	BOAT RADIOS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	1,339.05
295987	07/20/2021	BOAT RADIOS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	825.00
297465	09/13/2021	CADLEPOINT MAINT-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	200.00
Total GENERAL COMMUNICATIONS INC.:				7,349.05
GENEVA AUTO BODY				
CCB219BC	09/09/2021	RIM PAINTING REPAIR-#207-15	11-21-00-53610 PD EQUIP MAINT SERV COSTS	450.00
Total GENEVA AUTO BODY:				450.00
GENEVA LAKE ARTS FOUNDATION				
REIMB 09/23/2	09/23/2021	REIMB-TOURISM GRANT AIP	47-70-00-57150 PROMOTIONAL GRANT	7,116.51
Total GENEVA LAKE ARTS FOUNDATION:				7,116.51
GENEVA LAKE MUSEUM				
2021 PMT 2 O	10/01/2021	2021 PMT 2 OF 2	11-51-10-57350 MUSEUM-OPERATIONS SUBSIDY	6,500.00
Total GENEVA LAKE MUSEUM:				6,500.00
GFL ENVIRONMENTAL INC.				
V20000012661	09/15/2021	ST SWEEPINGS DISPOSAL	11-36-00-52960 SOLID WASTE-STREET DEPT	471.68
Total GFL ENVIRONMENTAL INC.:				471.68
GKWW LAW				
REIMB 09/09/2	09/09/2021	SEC DEP-GKWW LAW 9/9/21	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REIMB 09/09/2	09/09/2021	SEC GRD,SETUP-GKWW LAW 9	40-55-10-46740 UPPER RIVIERA REVENUE	603.75-
Total GKWW LAW:				396.25
HENRY SCHEIN INC				
97710007	08/20/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	44.16
Total HENRY SCHEIN INC:				44.16
IMPACT ACQUISITIONS, LLC				
2127780	05/10/2021	FREIGHT FOR TONER	11-22-00-53120 POSTAGE EXPENSE	19.50
2234988	08/20/2021	FREIGHT FOR TONER	11-22-00-53120 POSTAGE EXPENSE	19.50
Total IMPACT ACQUISITIONS, LLC:				39.00
ITU ABSORB TECH INC				
7770827	09/17/2021	MATS,RAGS,COVERALLS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	89.66
7770828	09/17/2021	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	125.97

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ITU ABSORB TECH INC:				215.63
JAMES IMAGING SYSTEMS INC				
1091701	07/20/2021	TOSH ES3555C-JUL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	195.35
1111185	09/20/2021	TOSH ES3555C-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	163.34
1111186	09/20/2021	TOSH ES357-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	43.49
Total JAMES IMAGING SYSTEMS INC:				402.18
JEFFREY, NOAH				
CIT #CN80FKD	09/13/2021	CASE DISMISSED-#CN80FKD6R	11-12-00-45100 COURT PENALTIES & FINES	313.00
Total JEFFREY, NOAH:				313.00
JERRY WILLKOMM INC				
405604	09/13/2021	GREASE	11-32-10-53410 VEHICLE-FUEL & OIL	460.56
Total JERRY WILLKOMM INC:				460.56
KAPUR & ASSOCIATES INC				
108303 CM	06/23/2021	PR LOT 11 GENEVA PKWY-CRE	11-00-00-13910 A/R BILL OUTS	686.00-
108303-REVIS	06/23/2021	PR LOT 11 GENEVA PKWY	11-00-00-13910 A/R BILL OUTS	490.00
Total KAPUR & ASSOCIATES INC:				196.00-
KEEFE VACATION RENTALS NORTHERN WATERS				
REIMB 09/28/2	09/28/2021	REIMB-DBL PYMT RM TAX PER	11-00-00-44120 BUS LIC-CIG,TAXI,AMUSE,BILLARD	10.00
Total KEEFE VACATION RENTALS NORTHERN WATERS:				10.00
KROHN, ARLENE				
ELECTRICAL	09/20/2021	REFD-ELEC PERMIT #20211419	11-24-00-44310 ELECTRICAL PERMITS	65.00
Total KROHN, ARLENE:				65.00
LAFORCE				
1170198	08/30/2021	DEPT DOOR KEYS	11-21-00-53420 PD SPECIAL EQUIPMENT	115.00
Total LAFORCE:				115.00
LAKE GENEVA ANIMAL HOSPITAL				
608644	08/23/2021	PICKUP/BOARD-2 DOGS	11-21-00-52910 CARE OF STRAY ANIMALS	50.00
Total LAKE GENEVA ANIMAL HOSPITAL:				50.00
LAKE GENEVA CRUISE LINE				
09/26/2021	09/26/2021	LG BRIDAL SHOWCASE RGTR	40-55-10-53160 PUBLICATIONS & PROMOTIONS	175.00
Total LAKE GENEVA CRUISE LINE:				175.00
LAKE GENEVA REGIONAL NEWS				
REIMB 09/29/2	09/29/2021	REIMB-TOURISM GRANT/TACO	47-70-00-57150 PROMOTIONAL GRANT	10,000.00
Total LAKE GENEVA REGIONAL NEWS:				10,000.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
LAKE GENEVA UTILITY				
1760 STONE	09/01/2021	1760 STONE MILL CIRCLE	45-00-00-24520 WATER IMPACT FEES	1,690.00
1760 STONE	09/01/2021	1760 STONE MILL CIRCLE	45-00-00-24530 SEWER IMPACT FEES	1,865.00
325 BOWING	09/06/2021	325 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
325 BOWING	09/06/2021	325 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
347 BOWING	08/16/2021	347 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
347 BOWING	08/16/2021	347 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				10,665.00
LASER ELECTRIC SUPPLY				
1484713-00	09/24/2021	LIGHT BULBS & BATTERIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	155.44
Total LASER ELECTRIC SUPPLY:				155.44
LASER WORKS UNLIMITED LLC				
1703	09/16/2021	PASSPORT TAGS	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	116.75
1704	09/16/2021	NAME PLATE-PLAN COMM	11-24-00-53990 BLDG INSPECTOR MISC EXPENSES	14.60
Total LASER WORKS UNLIMITED LLC:				131.35
MACQUEEN EQUIPMENT				
P20998	09/22/2021	SUCTION HOSE	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	714.97
Total MACQUEEN EQUIPMENT:				714.97
MALEK & ASSOCIATES CONSULTANTS				
6255	08/25/2021	FA REVIEW-850 GENEVA PKWY	11-22-00-57500 SPRINKLER SYSTEMS EXPENSES	375.00
6257	09/03/2021	FA REVIEW-MEDCOIL	11-22-00-57500 SPRINKLER SYSTEMS EXPENSES	292.50
Total MALEK & ASSOCIATES CONSULTANTS:				667.50
MARED MECHANICAL				
125270	09/08/2021	AC COMPRESSOR REPLACE	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	2,432.00
Total MARED MECHANICAL:				2,432.00
MARTIN GROUP				
1278893	09/20/2021	KONICA 20-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	22.10
Total MARTIN GROUP:				22.10
MERCY HEALTH SYSTEM				
400010070-9/9	09/09/2021	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	12.00
Total MERCY HEALTH SYSTEM:				12.00
MERCY WALWORTH PHARMACY				
04/01/21	04/01/2021	EMS SUPPLIES-MERCY	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	354.70
06/01/21	06/01/2021	EMS SUPPLIES-MERCY	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	658.28
07/01/21	07/01/2021	EMS SUPPLIES-MERCY	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	265.00
08/01/21	08/01/2021	EMS SUPPLIES-MERCY	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	124.75
09/01/21	09/01/2021	EMS SUPPLIES-MERCY	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	390.00
Total MERCY WALWORTH PHARMACY:				1,792.73

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
MIDSTATE EQUIPMENT				
D12524	09/28/2021	WEED TRIMMER-REPAIRS	48-00-00-53400 CEM OPERATING SUPPLIES	617.96
Total MIDSTATE EQUIPMENT:				617.96
MIKES AUTO REPAIR INC				
61086	09/17/2021	BATTERIES-AMB #1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	599.90
Total MIKES AUTO REPAIR INC:				599.90
MINUTEMAN PRESS				
46548	07/21/2021	PARKING TICKETS	11-21-00-53100 PD OFFICE SUPPLIES	425.06
Total MINUTEMAN PRESS:				425.06
MIRAN, ALICE JENNIFER				
REIMB 09/11/2	09/11/2021	SEC DEP-MIRAN 9/11/21	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REIMB 09/11/2	09/11/2021	SEC GRD,SETUP-MIRAN 9/11/21	40-55-10-46740 UPPER RIVIERA REVENUE	359.50-
Total MIRAN, ALICE JENNIFER:				640.50
NATL FIRE PROTECTION ASSOC				
8036788Y	09/14/2021	FIRE PREV BANNER	11-22-00-51155 FIRE SAFETY/PUBLIC ED EXP	60.35
Total NATL FIRE PROTECTION ASSOC:				60.35
OFFICE DEPOT				
194086035001	09/16/2021	DRY ERASE ERASER	11-14-20-53100 CITY ADMIN OFFICE SUPPLIES	1.86
194086035001	09/16/2021	BATTERIES, ADD MACHINE TAP	11-16-10-53100 CITY HALL OFFICE SUPPLIES	23.60
Total OFFICE DEPOT:				25.46
PATS SERVICES INC				
A-221630	09/12/2021	PORT A POTTY SVC-AUG	48-00-00-52260 CEM WATER/SEWER EXP	220.00
Total PATS SERVICES INC:				220.00
PFI FASHIONS INC				
9598	09/21/2021	PARKING UNIFORMS	42-34-50-51380 PARKING UNIFORMS	95.96
Total PFI FASHIONS INC:				95.96
POMP'S TIRE SERVICE INC				
60254683	09/23/2021	TIRES-LEAF WAGON	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	598.50
60254688	09/23/2021	TIRES-LEAF WAGON	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	207.50
Total POMPS TIRE SERVICE INC:				806.00
QUILL CORPORATION				
19530804	09/15/2021	PAPER,CLOREX WIPES	11-21-00-53100 PD OFFICE SUPPLIES	262.93
19547319	09/16/2021	YELLOW TONER	11-21-00-53100 PD OFFICE SUPPLIES	233.43
Total QUILL CORPORATION:				496.36
RC ELECTRONICS				
647578	09/24/2021	(2) RADIO CHARGERS	42-34-50-53990 PARKING MISC EXPENSES	59.15

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total TORRENCE, PIERCE:				730.19
TRANS UNION LLC				
08116622	08/28/2021	BACKGROUND CHECKS	11-21-00-54110 PD APPLICATION PROCESS	157.90
Total TRANS UNION LLC:				157.90
TRANSCEDENT TECHNOLOGIES				
M5368	09/17/2021	TAX PROGRAM SUPPORT-2021	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	1,186.00
Total TRANSCEDENT TECHNOLOGIES:				1,186.00
TRITECH FORENSICS INC				
546156	09/24/2021	STORAGE BOXES	11-21-00-53100 PD OFFICE SUPPLIES	618.72
Total TRITECH FORENSICS INC:				618.72
UNIFORM SHOP, THE				
314190	09/14/2021	AWARD PINS	11-21-00-51390 PART TIME UNIFORM EXPENSE	571.35
Total UNIFORM SHOP, THE:				571.35
UNITED LABORATORIES				
INV328704	09/16/2021	SALT NUTRALIZER	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	1,221.50
Total UNITED LABORATORIES:				1,221.50
VILLAGE OF GENOA CITY				
484	09/20/2021	BEACH TESTING-SEP	40-54-10-53620 BEACH MAINTENANCE SERVICE COS	475.00
Total VILLAGE OF GENOA CITY:				475.00
WELDERS SUPPLY CO				
10236449	09/03/2021	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	289.85
10238711	09/17/2021	WELDING SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	152.21
Total WELDERS SUPPLY CO:				442.06
WI DEPT OF JUSTICE				
05/19/20	05/19/2020	CRIMINAL HISTORY CHECKS	11-21-00-54110 PD APPLICATION PROCESS	21.00
Total WI DEPT OF JUSTICE:				21.00
WI SUPREME COURT				
SEMINAR 202	09/15/2021	CLERK SEMINAR-2021	11-12-00-53320 MUN CT CONFERENCES & SCHOOL	40.00
Total WI SUPREME COURT:				40.00
WISCONN VALLEY MEDIA GROUP				
49305	09/16/2021	LN-LIQ LIC NTC OVALLE-PEREZ	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	24.47
49487	09/23/2021	LN-VET'S PARK FENCE	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	36.57
49488	09/23/2021	LN-FONTANA PETRO LIQ LIC	11-10-00-53150 PUBLICATION FEES REIMBURSABLE	16.73
Total WISCONN VALLEY MEDIA GROUP:				77.77

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WITTE SUPPLY COMPANY				
116119	09/27/2021	3 YDS TOP SOIL-TREE PLANTIN	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	76.50
Total WITTE SUPPLY COMPANY:				76.50
ZOLL MEDICAL CORPORATION				
3345813	08/20/2021	BATTERY & CHARGER	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	3,057.60
Total ZOLL MEDICAL CORPORATION:				3,057.60
Grand Totals:				118,935.74

Dated: 10/15/2021Mayor: Charles KlingCity Council: Robert H. HunsickerKen Horn

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "P10082021","P10082021A","P10082021B","F10082021","F10082021B","F10082021C","10082021","10082021A"

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