



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

CITY OF LAKE GENEVA REGULAR AMENDED COMMON COUNCIL
MONDAY, MARCH 27, 2023 - 6:00 PM
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, Ken Howell, Shari Straube, Cindy Yager, and Joan Yunker

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

1. Links to the City of Lake Geneva's live video stream can be found at <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
Access Code: 9746153

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Fesenmaier
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. Recognition of the City of Lake Geneva Avian Committee- Wisconsin Bird City and Wisconsin Society of Ornithology
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of March 13, 2023 as prepared and distributed
9. **CONSENT AGENDA**– 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. An Agent Change for Chubby Kitty LLC d/b/a Fat Cats to Tai Serna

10. Items removed from the Consent Agenda

- 11. First Reading of Ordinance 23-01** an ordinance amending Section 192, Fees, of Chapter 90, Waterways, of the City of Lake Geneva Municipal Code; as it relates to the payment of unpaid and delinquent City claims related to the rental of City owned piers, slips, buoys, and kayak racks

12. Recommendation of the Finance, Licensing, and Regulation Committee- Ald. Howell

- a.** Discussion/Action regarding an Original Regular "Class B" Intoxicating Liquor License and Class "B" Fermented Malt Beverage License filed by the following applicants:
- Stinebrink's Lake Geneva Foods, LLC d/b/a Stinebrink's Piggly Wiggly, located at 100 E Geneva Sq, Agent: David Stinebrink
 - D & D Restaurant Group, INC d/b/a The Flat Iron Tap, located at 150 Center St, Agent: Tyler Huttner
 - L.G. Axe Throwing, LLC d/b/a L.G. Axe Throwing, located at 253 Center St #900, Agent: Madelyna Kelly

(Finance, Licensing, and Regulation Committee recommended granting the license to D & D Restaurant Group INC d/b/a Flat Iron Tap)

- b.** Discussion/Action regarding the waiver of beach pass fees for the Geneva Lake YMCA summer camp program
- c.** Discussion/Action regarding a cooperative agreement with the Geneva Lake Environmental Agency for shared responsibility for the boat launch and clean water inspections
- d.** Discussion/Action regarding declaring Thursday, July 13, 2023 as "Lake Geneva Day" and that all City Resident Parking Permit Holders have free parking all day
- e.** Discussion/Acceptance of the pre-paid and regular check payment reports approved by the Finance, Licensing, and Regulation Committee on March 21, 2023

13. Recommendations of the Planning Commission- Ald. Fesenmaier

- a.** Discussion/Action regarding a proposed land division condominium conversion request submitted by Younquist-Nading LLC; 255 Havenwood Drive, to create a 2-unit condominium building as identified in the documents generated by Farris, Hansen & Associates dated 12/14/2022 Job No. 10807 for Tax Key No. ZOP00002E
- b.** Discussion/Action regarding a proposed land division creating a Certified Survey Map (CSM) request submitted by John Engerman d.b.a. Woodley Assets; W3411 Linton Road. Lake Geneva, to create 2 buildable single family lots, as identified in the documents generated by Paul H. Van Henkelum, dated 03/02/2023 Job No. 22460 for Tax Key No. ZA206600002
- c.** Discussion/Action regarding a proposed land division creating a Certified Survey Map (CSM) request submitted by Avalon Property LLC; 875 Geneva Parkway, to create 1 single commercial lot by combining 4 tax parcels, as identified in the documents generated by Farris, Hansen & Associates dated, 11/17/2022 for Tax Key Nos. ZLGBP00010A; ZYUP00157; ZYUP00158; & NLY3100002

- d. Discussion/Action regarding a Zoning Map Amendment submitted by Avalon Property LLC; 875 Geneva Parkway, to allow for the zoning designation of Planned Business Park (PBP) from the current Planned Business (PB) zoning classification Tax Key Nos. ZYUP00157; ZYUP00158; & NLY3100002
 - e. Discussion/Action regarding **Resolution 22-R16** a resolution authorizing the issuance of a Conditional Use Permit to allow for a Husbandry land use (goat grazing) in the Rural Holding (RH) zoning district at the Hillmoor property located at 333 E. Main Street: Tax Key No. ZYUP00131
14. Discussion/Action regarding Dark Store Tax Loophole Legislation and the steps the City plans to take to address it (*Agenda Item Request by Ald. Fesenmaier and Ald. Yager*)
15. Discussion/Action regarding updating the trespassing status for the publicly-owned Hillmoor property (*Agenda Item Request by Ald. Fesenmaier and Ald. Yager*)
16. Adjournment

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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, MARCH 13, 2023 - 6:00 PM
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, Ken Howell, Shari Straube, Cindy Yager, and Joan Yunker

Mayor Klein call the meeting to order

Council President Hedlund led the Council meeting in place of Mayor Klein. He announced that he would be voting as alderperson. Hedlund called the meeting to order at 6:00 p.m.

Pledge of Allegiance – Alderperson Yunker

Alderperson Yunker led the Council in the Pledge of Allegiance.

Roll Call

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

Absent: None

Awards, Presentations, Proclamations, and Announcements

None

Re-consider business from previous meeting

None

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

Brian Pollard; 875 Townline Rd; Spoke in regards to the Impact Fee Study and the numbers that it generated. He asked that public meetings be held to help answer some of those questions.

Tom Hartz; 1051 Lake Geneva Blvd; Spoke in favor of the handicap stall being placed in front of 525 Broad St. He asked that this stall be created to accommodate a wheelchair.

Peg Esposito; 124 Darwin St; Spoke in regards to the Impact Fee Study and asked how the "temporary" residents are captured in this kind of study.

Acknowledgement of Correspondence

None

Approve the Regular Council Minutes of February 27, 2023 as prepared and distributed

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

CONSENT AGENDA– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

Temporary Class "B"/"Class B" Retailer's License application filed by St Francis DeSales Parish for the event of St Patrick's Dinner to be held March 17, 2023 from 5:00 p.m. to 8:00 p.m., located at 148 W Main St

Temporary Operator License application filed by Robert McCormick for use at the St Francis De Sales Parish St Patrick's Dinner to be held on March 17, 2023

Tier I Event Permit Application filed by the Alzheimer's Association for the event of Walk to End Alzheimer's in Walworth County to be held on Saturday, September 16, 2023 from 6:30 a.m. to 2:00 p.m., located in Library Park (Applicant is requesting waiver of Parking Fees)

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

Items removed from the Consent Agenda

None

Discussion/Action regarding the declaration of a Municipal Disaster in regards to the February 17, 2023 Ice Storm

Howell explained that this to officially declare the February 17, 2023 Ice Storm as a disaster.

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

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

Discussion/Action regarding the final draft of the City of Lake Geneva Impact Fee Study

Motion by Howell to approve and to set the public hearing date for April 24, 2023, second by Fesenmaier.

Attorney Draper explained that a public hearing notice will need to be published at least 20 days prior to the Council meeting where the impact fee ordinance will be considered.

Motion by Fesenmaier to suspend the rules to allow Ed Maxwell to address the Council regarding questions, second by Howell. Motion carried 8-0.

Ed Maxwell of Ruckert-Mielke addressed the Council regarding some of the questions that had been asked previously. He noted that newly annexed lands could be charged impact fees, that temporary residents are factored in to the rates, and that the traffic light estimates were accurate for the projects listed. Maxwell confirmed that the proposed traffic light at Townline Rd and Edwards Blvd would most likely be paid for by the WI DOT, so it is not a part of the study. Motion carried 8-0.

Discussion/Action regarding Pay Request #3 filed by Wolf Paving Co, Inc for work completed on the 2022 Street Improvement Project in an amount not to exceed \$40,621.92

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

Discussion/Action regarding the purchase of two (2) five-yard plow trucks

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

Discussion/Action regarding the purchase of a Leaf Vac for the Department of Public Works

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

Discussion/Action regarding placement of a handicap stall in front of 525 Broad St

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

Discussion/Acceptance of the payment approval reports of the March 7, 2023 Finance, Licensing, and Regulation Committee meeting

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

Mayoral Appointments

Moti

Confirming the appointment of Anthony Silvestri to the Downtown Business Improvement District with a term to expire January 1, 2024

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

Adjournment

Motion by Hedlund to adjourn, second by Straube. Motion carried 8-0. The meeting adjourned at 6:23 p.m.

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

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

Section 1: Licensee Information and Acknowledgement

Licensee Name

Chubby Kitty LLC

Reason for Cancellation of Appointed Agent

Sale of Business

The undersigned appoints Tai Starr Serna as agent in accordance with sec. 125.04(6), Wis. Stats.

Signature of President / Member

Date

2/24/23

Section 2: Agent Information and Acknowledgement

Agent Name

Tai Starr Serna

Mailing Address City State Zip Code

Agent Questions

Yes No

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

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

I hereby accept appointment as agent for Chubby Kitty LLC and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Signature of Agent

Date

2/23/23

Section 3: Licensing Authority Approval

Municipality Name

City of Lake Geneva

Signature of Official

Date

City Clerk

Title of Official

February 24, 2023

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town
☐ Village of LAKE GENEVA County of WALWORTH
☒ City

The undersigned duly authorized officer/member/manager of CHUBBY KITTY LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

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

FAT CATS
(Trade Name)

located at 104 BROAD ST, LAKE GENEVA, WI 53147

appoints TAI STARE SERNA

[Redacted Signature]

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

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
SAMSON ENTERPRISES, LLC DBA MAGPIES / LAKE GENEVA, WI

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

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

Place of residence last year [Redacted]

For: CHUBBY KITTY LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

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

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

Tai Serna 2.22.23
[Redacted Signature]

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

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

Approved on 03/06/2023 by E. [Signature] #1600 Title Chief of Police
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

ORDINANCE OF THE COMMON COUNCIL			
An ordinance amending Section 192, Fees, of Chapter 90, Waterways, of the City of Lake Geneva Municipal Code; as it relates to the payment of unpaid and delinquent City claims related to the rental of City owned piers, slips, buoys, and kayak racks			
Committee	Piers, Harbors, and Lakefront Committee to consider on March 14, 2023		
Fiscal Impact:	N/A		
File Number:	23-01	First Reading : Second Reading :	March 27, 2023 April 10, 2023

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

Section 90-192 Fees.

The rental fee for each year shall be set by the Council no later than the first Council meeting in February, and payment for such facilities shall be made on or before March 15 of each year. No refunds shall be made, except as otherwise provided. Renters not making payment by March 15 will be allowed a ten-day grace period to pay rental fees. Renters shall pay a per diem penalty set from time to time by the City Council, for payments received after March 15. Delinquent renters will be notified of the grace period and penalty on March 16 of each year by first class U.S. Mail, postage prepaid and by a phone call or email using the most recent address, phone number and email address provided by the renter. Notices will be deemed received three days after March 16. Any lessee or applicant on the waiting list not paying the rental fee and applicable penalty fee within the grace period shall be deemed to have abandoned their lease or their place on the waiting list. **No rental shall be granted for any lessee for which claims of the City are delinquent and unpaid or to any person delinquent in payment of such claims to the City. The City of Lake Geneva Harbormaster shall have the authority to withhold any rental agreement in which the named lessee possesses delinquent City claims or unpaid claims to the City of Lake Geneva. "Delinquent" for the purposes of this section shall mean the claim remains unpaid for 30 days after it became due.**

Approved by the City of Lake Geneva Common Council on this 10th day of April, 2023.

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

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date



OFFICE OF THE CITY CLERK

LANA C. KROPF

626 Geneva Street

Lake Geneva, WI 53147

262.249.4092 • cityclerk@cityoflakegeneva.gov

Date: March 16, 2023

To: Finance, Licensing, & Regulation Committee and Common Council

Re: Regular "Class B" Intoxicating Liquor License Availability

The City of Lake Geneva gained possession of a Regular "Class B" Intoxicating Liquor license after the closing of Cuoco Pazzo in December 2022. After this license was surrendered, the Clerk's office posted the availability of the license on the City's website and published a notice in the Lake Geneva Regional News. The deadline to file the applications for Committee and Council consideration was 5:00 p.m. on Friday, March 3, 2023.

The City received three applications from: Stinebrink's Piggly Wiggly, Flat Iron Tap, and LG Axe Throwing. All have been reviewed by the City Clerk's Office and the Police Department and have been deemed eligible for license consideration.

It is now the responsibility of the Finance, Licensing, & Regulation Committee and the Common Council, to choose one of the aforementioned applicants to receive this license. It is also important to mention that the City cannot obtain any additional Reserve "Class B" licenses until all Regular "Class B" licenses have been issued; even if population growth justifies an additional one.

Any questions on this matter can be directed to the City Clerk by email at cityclerk@cityoflakegeneva.gov or by phone at 262-249-4092.

Thank you,

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 02/01/2023 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

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

County of Walworth Aldermanic Dist. No. N/A
(if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number 456102665004002	
FEIN Number 263523874	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ 100
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ 500
☒ Reserve Class B liquor	\$ 10000
☐ Class B (wine only) winery	\$
Publication fee	\$ 25
TOTAL FEE	\$ 10625

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

Stinebrink's Lake Geneva Foods LLC

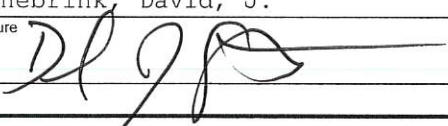
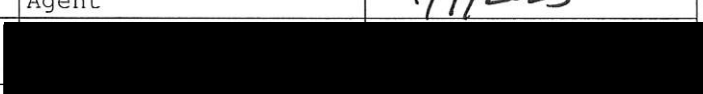
An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability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

President / Member Last Name	(First)	(Middle Name)
Stinebrink	Matthew	Edward
Vice President / Member Last Name	(First)	(Middle Name)
Stinebrink	Timothy	Jon
Secretary / Member Last Name	(First)	(Middle Name)
Stinebrink	Benjamin	Adam
Treasurer / Member Last Name	(First)	(Middle Name)
Stinebrink	Todd	Charles
Agent Last Name	(First)	(Middle Name)
Stinebrink	David	Jerome
Directors / Managers Last Name	(First)	(Middle Name)

- Trade Name Stinebrink's Piggly Wiggly Business Phone Number 2622488798
- Address of Premises 100 E. Geneva Sq Post Office & Zip Code Lake Geneva 53147
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
We plan on putting a bar in either our natural food area or coffee shop area. In this bar area we plan on doing tasting and pairings. Customers will be able to buy drinks for the consumption at the bar area and while shopping. All liquor will be kept in locked cabinets behind bar. Some items may be kept in our locked liquor cage in back room. Liquor and beer will be continue to be sold through our liquor store for off premise consumption. These items will conitnue to be kept in our back room.
- Legal description (omit if street address is given above): _____
- (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? Stinebrink's Lake Geneva Foods LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 11/02/08 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☒ Yes ☐ No
Matthew Stinebrink - Stinebrink's Kenosha Foods LLC - Class A Combo
Matthew, David, Todd, Benjamin, Timothy Stinebrink - Stinebrink's
Delavan Foods LLC - Class A combo
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

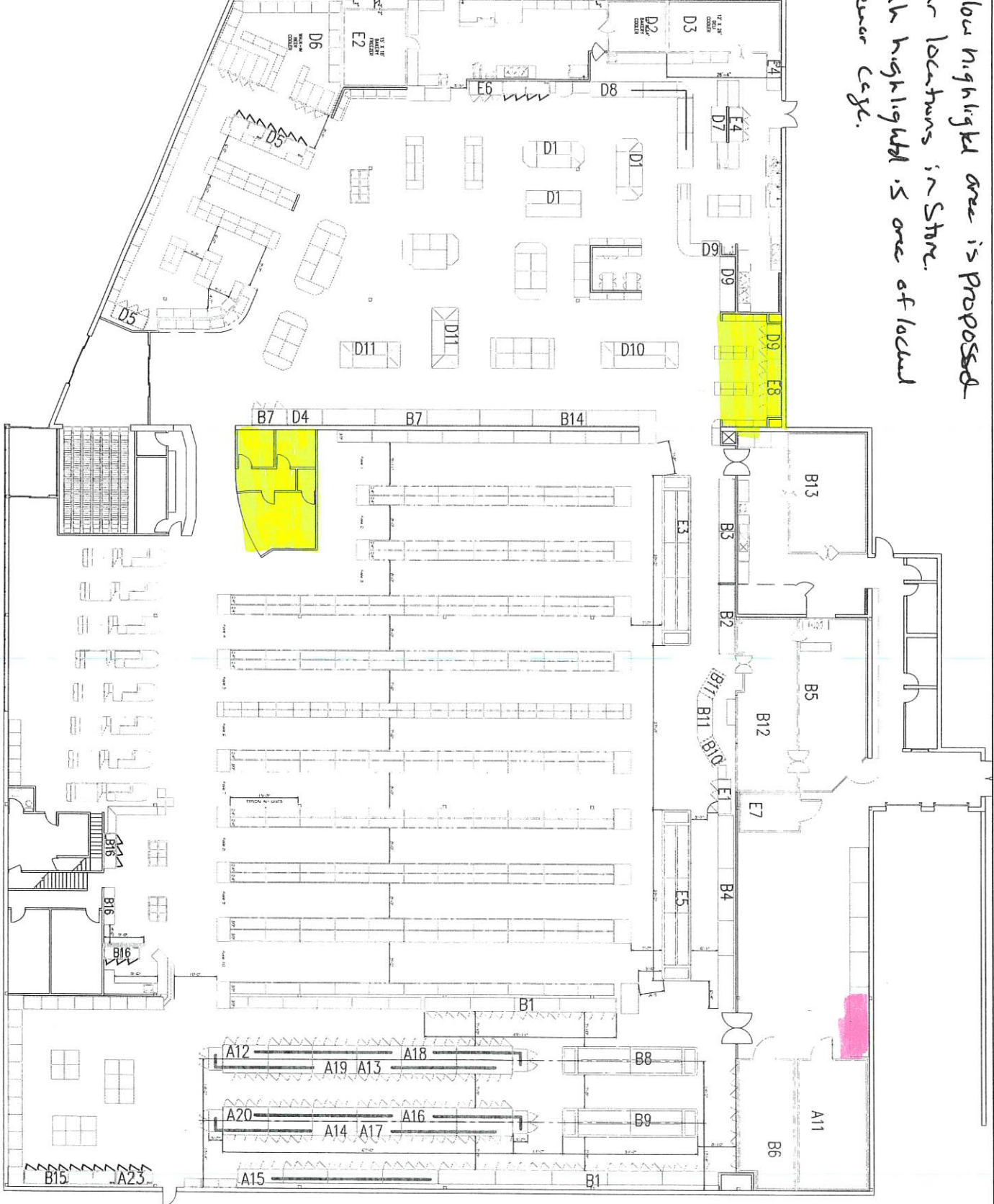
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not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

Contact Person's Name (Last, First, M.I.) Stinebrink, David, J.	Title/Member Agent	Date 1/9/2023
Signature 		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk January 13, 2023	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

low highlighted area is proposed
for locations in store.
high highlighted is one of local
over cage.



Piggly Wiggly
MIDWEST

STINEBRINK'S PIGGLY WIGGLY
PIGGLY WIGGLY
LAKESHORE, WI

PROJECT: PIGGLY WIGGLY
DATE: 04/30/15

FIGURE PLAN 1 G

04/30/15



Letter ID: L2040957984
Batch Index: 542765568-19

STINEBRINKS LAKE GENEVA FOODS, LLC
100 E GENEVA SQ
LAKE GENEVA WI 53147-9693

Wisconsin Department of Revenue

Seller's Permit

LEGAL/REAL NAME: STINEBRINKS LAKE GENEVA FOODS, LLC

BUSINESS NAME:
100 E GENEVA SQ
LAKE GENEVA WI 53147-9693

The seller whose name appears above is authorized to engage in the business of selling tangible personal property and taxable services at the location shown. This permit is not transferable and is not valid at any other location. This permit must be conspicuously displayed at the place of business for which issued. Return this permit to the Department if you discontinue sales of taxable property and services at this location.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., this permit should be displayed or carried with you to the various events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1026650040-02

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Stinebrink's Lake Geneva Foods LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Stinebrink's Piggly Wiggly
(Trade Name)

located at 100 E. Geneva Sq, Lake Geneva, WI 53147

appoints David J. Stinebrink

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 43 Years

Place of residence last year [REDACTED]

For: Stinebrink's Lake Geneva Foods LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

I, David J. Stinebrink, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

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

[Signature]

1/9/2023

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

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

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

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Stinebrink	David	Jerome

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 43
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Stinebrink's Delavan Foods LLC - Class A Combo
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Stinebrink's Lake Geneva Foods LLC	100 E. Geneva & Lake Geneva Ave	06/15/1993	Present
Employer's Name	Employer's Address	Employed From	To
Enterprise Electric	W226N781 Eastman Dr Suite C, Waukesha WI 53186	07/01/2006	01/01/2010

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



(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Stinebrink	Matthew	Edward

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 44
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
Def 05/01/04 for Sale of Tobacco to minor - Dismissed, 04/15 Sale of Alcohol to minor - Dismissed
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Stinebrink's Delavan Foods LLC - Class A Combo
Stinebrink's Kenosha Foods LLC - Class A Combo
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

(Name of Wholesale Licensee or Permittee)

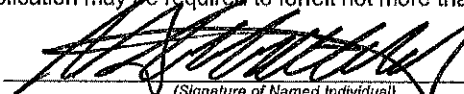
(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
<u>Stinebrink's Lake Geneva Foods LLC</u>	<u>100 E Geneva St Lake Geneva WI 53147</u>	<u>11/02/2008</u>	<u>Present</u>
Employer's Name	Employer's Address	Employed From	To
<u>Stinebrink's Kenosha Foods LLC</u>	<u>7600 Pershing Blvd Kenosha WI 53142</u>	<u>05/02/2010</u>	<u>Present</u>

53147

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


 (Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Stinebrink	Benjamin	Adam

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

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

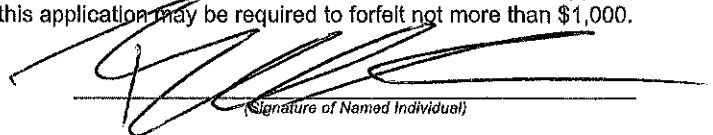
which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 39
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
OWI 12/10, Driving w/o license on Person 6/11, underage drinking - Various
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending. _____
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Stinebrink's Delavan Foods LLC - Class A Combo
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.**

Employer's Name <u>Stinebrink's Delavan Foods LLC</u>	Employer's Address <u>1414 E Geneva St Delavan WI 53415</u>	Employed From <u>2008</u>	To <u>Present</u>
Employer's Name <u>Stinebrink's Lake Geneva Foods LLC</u>	Employer's Address <u>100 E Geneva St Lake Geneva WI 53147</u>	Employed From <u>1995</u>	To <u>2008</u>

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


 (Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print): (last name)	(first name)	(middle name)
Stinebrink	Todd	Charles

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

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

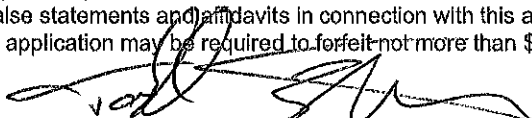
which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 38
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
DUI 08/2021, underage drinking various dates
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, describe status of charges pending. DUI - Pending
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Stinebrink's Delavan Foods LLC - Class A Combo
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
<u>Stinebrink's Delavan Foods LLC</u>	<u>1414 E Geneva St. Del. WI 53115</u>	<u>2008</u>	<u>Present</u>
Employer's Name	Employer's Address	Employed From	To
<u>Stinebrink's Lake Geneva Foods LLC</u>	<u>100 E Geneva St. Lake Geneva WI 53147</u>	<u>1997</u>	<u>2008</u>

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


 (Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Stinebrink	Timothy	JOn

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

- ☐ Applying for an alcohol beverage license as an **Individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **Member** of Stinebrink's Lake Geneva Foods LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 41
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
1/25/02 - POSS of marijuana, 1/25/02 concealed weapon 6/14/02 - DUI
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Stinebrink's Delavan Foods LLC - Class A Combo
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

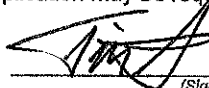
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
<u>Stinebrink's Delavan Foods</u>	<u>1414 E Geneva St Delavan WI 53114</u>	<u>May 2008</u>	<u>July 2008</u>
<u>UPS</u>	<u>5550 Packer Dr Elgin WI 53123</u>	<u>2/08</u>	<u>05/08</u>

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



(Signature of Named Individual)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

Applicant's Wisconsin Seller's Permit Number <u>456-1029433 039-02</u>	
FEIN Number <u>81-5116545</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>500</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25</u>
TOTAL FEE	\$ <u>625</u>

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
DTD Restaurant Group, Inc dba "The Flat Iron TAP"

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

President / Member Last Name <u>Wingate</u>	(First) <u>DAVID</u>	(Middle Name) <u>JAMES</u>
Vice President / Member Last Name	(First)	(Middle Name)
Secretary / Member Last Name	(First)	(Middle Name)
Treasurer / Member Last Name	(First)	(Middle Name)
Agent Last Name <u>Huttner</u>	(First) <u>TYLER</u>	(Middle Name)
Directors / Managers Last Name	(First)	(Middle Name)



1. Trade Name "Flat Iron TAP" Business Phone Number 262-812-4064
2. Address of Premises 150 Center St Post Office & Zip Code LAKE GENEVA 53147

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

First Floor, Dining Area, BAR, coolers stored in basement,
Records stored in basement

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

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

(b) If yes, under what name was license issued? DTD Restaurant Group, Inc

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

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

Contact Person's Name (Last, First, M.I.) <u>Wingate DAVID JAMES</u>	Title/Member <u>President</u>	Date <u>2-18-2023</u>
Signature 		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R. 3-19)

**Auxiliary Questionnaire
Alcohol Beverage License Application**

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Winbete	(first name) DAVID	(middle name) TAMER
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The above named individual provides the following information as a person who is (check one):

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

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

☐ President of D+D Restaurant Group, Inc.
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? _____
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
06/2020
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending. _____
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name Auslynn	Employer's Address 111 EICK ST GOODY	Employed From 2013	To 2016
Employer's Name Aero Star Global	Employer's Address 901 OAK CREEK DR GOODY	Employed From	To

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



(Signature of Named Individual)

Auxiliary Questionnaire
Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Hutner	Tyler	James

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

- ☒ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

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

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

Employer's Name <u>General Beverage</u>	Employer's Address <u>16255 W Stratton Dr New Berlin</u>	Employed From <u>2007</u>	To <u>Current</u>
Employer's Name <u>Killam</u>	Employer's Address <u>N1365 5th Avenue N. P. Wauwatosa</u>	Employed From <u>2004</u>	To <u>2012</u>

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

James Hutner

(Signature of Named Individual)

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

Submit to municipal clerk.

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

To the governing body of: ☐ Town ☐ Village ☒ City of LAKE GENAUA County of Walworth

The undersigned duly authorized officer/member/manager of O+D Restaurant Group, Inc
(Registered Name of Corporation / Organization or Limited Liability Company)

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

FLAT IRON TAP
(Trade Name)

located at 150 Center Street

appoints Tyler Mutter

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

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

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

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

Place of residence last year

For: O+D Restaurant Group, Inc
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

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

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

T. Mutter 2-22-23

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

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

Approved on 03/06/2023 by E. [Signature] Title Chief of Police
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



PO BOX 8902
MADISON, WI 53708-8902

Contact information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-327-0235
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000051

D&D RESTAURANT GROUP INC
150 CENTER ST
LAKE GENEVA WI 53147-2007

Letter ID L0333513168



Wisconsin Business Tax Registration Certificate

Expiration date: January 31, 2025
Legal/real name: D&D RESTAURANT GROUP INC

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

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1029433039-02
Withholding Tax	Withholding Tax	036-1029433039-04

E

○ FURANCE

ICE

BASEMENT

PREP
AREA

SINK

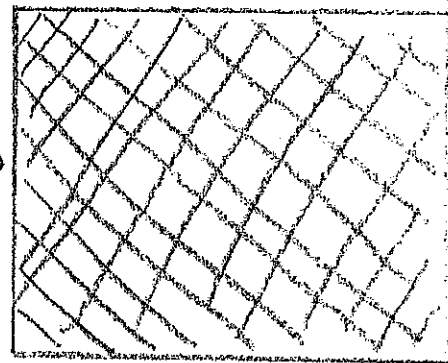
DISH
AREA

FOOD
SHELVING

FOOD

FOOD
COOLER

BEER
WINE →
COOLER



SINK

STAIRS



OFFICE

WINE SHELVING



E

BATHROOM

BATHROOM

SEATING

KITCHEN

↓
STAIRS
TO
BASEMENT
(STORAGE)

COOLERS

T
A
P
B
E
E
R

SEATING

ENTRANCE

150 CENTER
STREET

LEG

to be an underground

with a parking lot

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

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

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

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

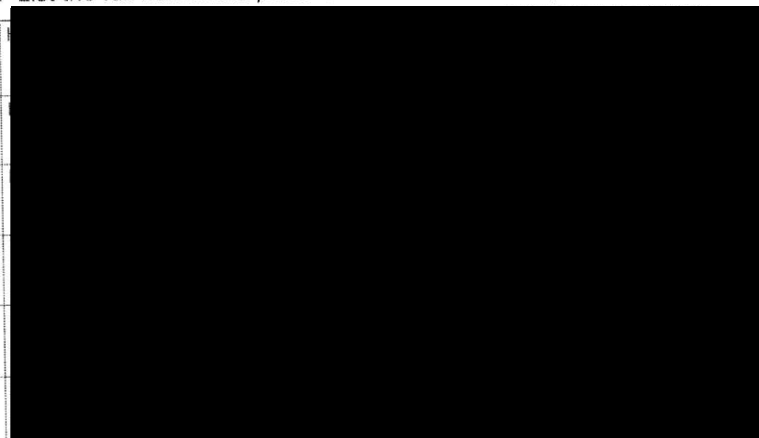
456-1031105492-04 FEIN Number <u>883147854</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$ <u>100-</u>
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$ <u>600-</u>
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>25-</u> <u>pd 2/24/23</u>
TOTAL FEE	\$ <u>725-</u>

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

L.G. Axe Throwing LLC

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

President / Member Last Name <u>Kelly</u>	(First) <u>Madelyna</u>	(Middle Name) <u>M</u>
Vice President / Member Last Name	(First)	(Middle Name)
Secretary / Member Last Name	(First)	(Middle Name)
Treasurer / Member Last Name	(First)	(Middle Name)
Agent Last Name <u>Kelly</u>	(First) <u>Madelyna</u>	(Middle Name) <u>M</u>
Directors / Managers Last Name	(First)	(Middle Name)



- Trade Name L.G. Axe Throwing LLC Business Phone Number 262 203 5520
- Address of Premises 253 Center st Post Office & Zip Code Lake Geneva WI 53147
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

The alcohol will be stored and served at Exhibit A
On the map attached. Liquor will also be stored
at Exhibit B on the map. Both these locations have
locks

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

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

(b) If yes, under what name was license issued? _____

beverage server training course for this license period? If yes, explain ☒ Yes ☐ No

Owner and her employees have taken
the beverage server training course already

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No

9. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain.

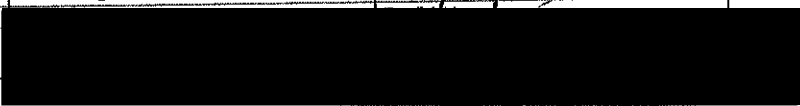
The owner Madelyna Kelly owns a class B
and class C license

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) <u>Maade Kelly, Madelyna</u>	Title/Member <u>owner</u>	Date <u>2/7/23</u>
Signature <u>[Signature]</u>		

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Organization or Limited Liability Company

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of L.G. Axe Throwing LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

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

L.G. Axe Throwing LLC
(Trade Name)

located at 253 Center St #E900 Lake Geneva WI 53147

appoints Madelyna Kelly
(Name of Appointed Agent)

(Home Address of Appointed Agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 16 years

Place of residence last year [REDACTED]

For: L.G. Axe Throwing LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

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

ACCEPTANCE BY AGENT

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

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

[Signature] 2/24/23
(Signature of Agent) (Date)

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

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

Approved on 03/16/2023 by [Signature] Title Chief of Police
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)	(last name)	(first name)	(middle name)
Kelly	Madelyna		

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

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

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

☒ _____ of L.G. Axe Throwing LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

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

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

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

If yes, describe status of charges pending.

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

If yes, identify.

(Name, Location and Type of License/Permit)

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

If yes, identify.

Bea Madelyna Kelly - LG AXE Throwing LLC 253 center st #900
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

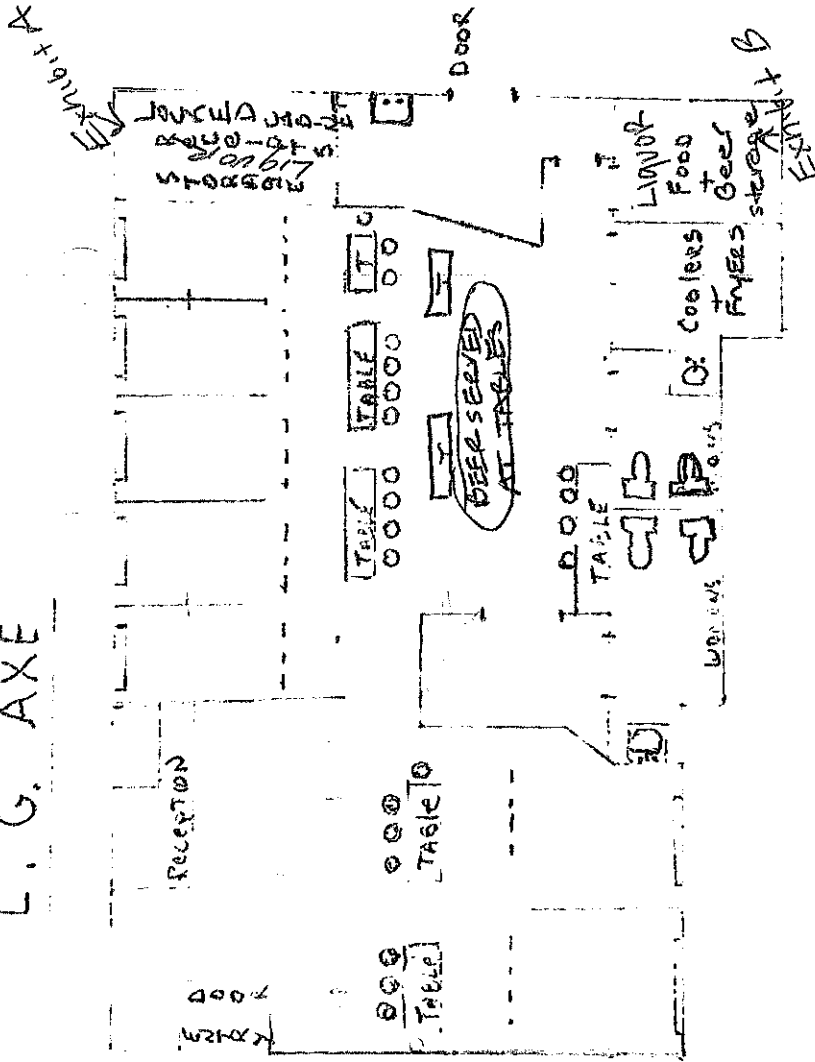
Employer's Name <u>Isabels Family Restaurant</u>	Employer's Address <u>116 N Seminary Ave Woodstock IL 60098</u>	Employed From <u>2006</u>	To <u>2013</u>
Employer's Name <u>Grand genera</u>	Employer's Address <u>Grand genera way Lake Geneva WI 53147</u>	Employed From <u>2013</u>	To <u>2016</u>

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

Madelyna Kelly
(Signature of Named Individual)

253 center st
#900

L. G. AXE



From: elaine.west@glymca.org
To: [Lana Kropf](#)
Subject: Geneva Lakes YMCA Beach Pass Proposal 2023
Date: Monday, March 6, 2023 11:36:29 AM
Attachments: [Outlook-gn2ghn42.png](#)

Lake Geneva Beach Pass Proposal

Good Afternoon, My name is Elaine West. I am the Summer Camp Director at the Geneva Lakes YMCA. Thank you for the invitation to present our proposal for beach passes.

- The YMCA Summer Camp Program is requesting 80 beach passes for our campers for the 2023 summer season.
- Our camp begins on July 5th and ends on August 18th.
- We will be attending approximately 7 times this summer.
- We have planned a Beach Kick Off Party on July 6th.
- We have planned Tuesdays or Thursdays to be our beach days.
- We would be visiting only on less busy weekdays.
- We would head to the beach at 10:00 a.m., have lunch, clean up and leave around 2:00 p.m.
- This would give our campers a wonderful Lake Geneva experience.
- We have campers who have never attended the beach before or even a beach!
- We would bring our own lifeguard for an extra set of eyes.
- We would cone off an area at the end of the beach to have separation and safety.
- We would keep the area clean and picked-up prior to leaving.
- It would be amazing to give our campers a taste of what Lake Geneva has to offer and to make memories that will last a lifetime.

Thank you for your time and consideration. We are hoping to continue the tradition of utilizing the lakefront in summers to come.

Elaine West

School Age Child Care and Summer Camp Director
Lake Geneva, WI 53147

262.248.6211 x13 | elaine.west@glymca.org | GenevaLakesYMCA.org



For a better us.



Watercraft Inspection Report

Form 3200-120 (R 2/18)

Notice: Information is collected under s. 33.02, Wis. Stats. Personally identifiable information, including names of volunteers, will be broadly distributed in conjunction with lakes data.

Inspector Name(s)	Date	Start Time	End Time	Total Hours Spent:	Volunteer:
[Redacted]	10/12	8:45 am	12:00 pm	3.25	

Waterbody Name	County	Landing Location
Genesee	WALWORTH	WB

Boat Was... Leaving		Questions to Ask Boater						Was boat used during the past 5 days on a different waterbody?			Number of People Contacted	
Entering		Have you been contacted by a watercraft inspector this season?	Are you willing to answer a few questions?		If YES, where?	Waterbody Name	County / State	Don't know				
		Y	N	Y	N	Y	N					
X		X		X		X		SINGLE ENTRY			2	
X		X		X		X					1	
X		X		X		X					1	
X		X		X		X					1	
X		X		X		X					1	
X		X		X		X					2	
X		X		X		X					2	
X		X		X		X					1	
X		X		X		X					2	

TOTALS: Enter the totals & waterbody information into SWIMS at <http://dnr.wi.gov/lakes/cbcw-data>

9	9	9	9	9	13
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Comments:

Duties for Watercraft Inspectors



Watercraft inspectors serve to inform and educate the public about the threats of ecologically harmful aquatic invasive species to Wisconsin lakes. Inspectors work at public boat landings performing boat and trailer checks, recording watercraft data, distributing educational materials, and reporting suspect specimens.

Tasks:

- Communicate effectively to educate the public on invasive species and issues
- Distribute written information to watercraft users
- Inspect watercraft and trailers for invasive species
- Conduct verbal surveys and inspection inventory
- Document, record, and submit any suspect invasive species specimens to local/regional DNR service station
- Submit watercraft inspection data online at: dnr.wi.gov/lakes/cbcw-data
- Check landing and boat landing kiosk for appropriate signage and invasive species warning posters
- Check landing for litter and presence of appropriate trash container

Background Knowledge:

- Inspectors should have a working knowledge of how invasives can effect lakes. They are encouraged to read the information provided in CBCW handbook and be familiar with the current aquatic invasives threatening Wisconsin's waters.
- Inspectors should know that many native aquatic plants look a lot like non-native invasive aquatic plants, so all plants should be removed from boats and equipment.
- The invisible immature form of zebra mussels, known as veligers, and viral hemorrhagic septicemia can be transported in bait buckets and bilge water. Inspectors must be able to explain to boaters why they should not dump their bait bucket in the lake and why they should expel their bilge water and live-well water before they enter a new lake. - where?
- Inspectors should have a basic understanding of the VHS rules and AIS "illegal to launch law", so that they can explain these rules to boaters and anglers.

Remember, volunteer watercraft inspectors are not to enforce the law; rather, they educate boaters that launching any watercraft with plant or animal material attached is illegal. Inspectors encourage boaters to remove plant matter and drain water every time they leave a water body.

City of Lake Geneva
Finance, License, & Regulation Committee
March 21, 2023

Accounts Payable

	<u>Fund #</u>	
1. General Fund	11	<u>\$ 140,732.41</u>
2. Debt Service	20	<u>\$ -</u>
3. Lakefront	40	<u>\$ 1,469.36</u>
4. Capital Projects	43	<u>\$ 4,821.36</u>
5. Parking	42	<u>\$ 297.00</u>
6. Cemetery	48/49	<u>\$ 314.12</u>
7. Equipment Replacement	50	<u>\$ -</u>
8. Library Fund	99	<u>\$ 5,136.32</u>
9. Impact Fees	45	<u>\$ -</u>
10. Tourism Commission	47	<u>\$ 25,000.00</u>
11. Use of Building Funds-Library	98	<u>\$ -</u>
 Total All Funds		 <u><u>\$177,770.57</u></u>

CITY OF LAKE GENEVA
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000
FINANCE, LICENSE, & REGULATION COMMITTEE
3/21/2023

TOTAL UNPAID ACCOUNTS PAYABLE	\$ 177,770.57
<u>ITEMS > \$5,000</u>	
ASR Events LLC-Abominable Snow Race Tourism Grant	\$ 10,000.00
Celebrations Management LLC-2023 Bridal Show Grant	\$ 15,000.00
Dekind Computer Consultants-April IT Services	\$ 6,805.00
Grays Inc.-Snow Plow supplies	\$ 5,537.40
Jerry Willkomm Inc.-Gas purchases	\$ 7,229.50
Johns Disposal Service Inc.-March Garbage Pickup	\$ 57,762.36
Kapur & Associates-Engineering Services	\$ 11,568.89
Rote Oil-Diesel fuel purchases	\$ 5,278.10
Walworth County Public Works-Salt/Brine-February	\$ 21,216.98

Balance of Other Items	\$ 37,372.34
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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "03222023","03222023A","L03222023","L03222023A"

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

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

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ADVANCE AUTO PARTS				
719330624557	03/03/2023	CEMETERY MAT TRAY	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	39.99
Total ADVANCE AUTO PARTS:				39.99
ALL OUT TRUCKING LLC				
1186	03/06/2023	SNOW CONTRACT HAULING SE	11-32-12-52200 CONTRACT HAULING SERVICES	1,890.00
1188	03/12/2023	SNOW REMOVAL-03-10-2023	11-32-12-52200 CONTRACT HAULING SERVICES	2,520.00
Total ALL OUT TRUCKING LLC:				4,410.00
ASR EVENTS LLC				
ABOMINABLE	03/13/2023	TOURISM GRANT-2022	47-70-00-57150 PROMOTIONAL GRANT	10,000.00
Total ASR EVENTS LLC:				10,000.00
AURORA QUICK CARE LLC				
238-CI0000264	02/15/2023	EMP CLINIC-JAN	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,925.00
Total AURORA QUICK CARE LLC:				2,925.00
BAKER TILLY MUNICIPAL ADVISORS LLC				
BTMA18481	02/21/2023	2022 CONTINUING DISCLOSUR	11-15-10-52120 ACCTG CONSULTANT FEES	850.00
Total BAKER TILLY MUNICIPAL ADVISORS LLC:				850.00
BATZNER PEST CONTROL				
35342088	02/28/2023	PEST CONTROL-FEB	40-55-10-53600 UPPER RIVIERA MAINTENANCE	143.00
Total BATZNER PEST CONTROL:				143.00
BEAR GRAPHICS				
0912990	02/28/2023	ABSENTEE ENVELOPES OUTE	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	298.90
Total BEAR GRAPHICS:				298.90
BEST SPECIALTIES				
65670	03/13/2023	RIVIERA DOOR STOPS	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	65.00
Total BEST SPECIALTIES:				65.00
BILLER PRESS				
23-23508	03/10/2023	BOAT LAUNCH HANG TAGS	40-52-11-53990 LAUNCH RAMP MISCELLANEOUS	462.00
Total BILLER PRESS:				462.00
BUMPER TO BUMPER AUTO PARTS				
662-469100	02/21/2023	TRUCK 15 STREETS	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	10.18
662-469331	02/27/2023	DODGE RAM BLADES	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	55.13

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
662-469647	03/07/2023	CAPSULE #124	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	13.18
662-469672	03/07/2023	FUEL CAP CHIPPER TRUCK	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	9.69
Total BUMPER TO BUMPER AUTO PARTS:				88.18
CELEBRATIONS MANAGEMENT LLC				
2023 BRIDAL	03/08/2023	2023 BRIDAL SHOW	47-70-00-57150 PROMOTIONAL GRANT	15,000.00
Total CELEBRATIONS MANAGEMENT LLC:				15,000.00
CINTAS CORP				
5148839044	03/09/2023	FIRST AID SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	82.62
Total CINTAS CORP:				82.62
DEKIND COMPUTER CONSULTANTS				
35309	03/01/2023	IT SERVICES-APR 2023	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	6,805.00
Total DEKIND COMPUTER CONSULTANTS:				6,805.00
DUNN LUMBER				
1266228	11/10/2022	PARKS RV ANTI FREEZE	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	27.16
1293746	12/13/2022	TIRE FOAM ULT BLK RESTORE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	19.08
1293748	12/13/2022	RATCHET TIE DOWN 1 X 15	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	39.99
1310445	01/10/2023	GALVENIZED REDCD & NIPPLE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	7.18
1317101	01/19/2023	BEACH GROOMER NUTS & BOL	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	4.08
1317106	01/19/2023	RUSTOLEUM SPRAY GROOME	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	23.07
6802775	03/02/2023	CLIP ROPE-FLAG POLE	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	1.39
Total DUNN LUMBER:				121.95
ELKHORN CHEMICAL CO INC				
648552-1	12/29/2022	GARBAGE LINERS	11-52-00-53520 GROUNDS MAINT SUPPLIES	1,046.25
650416	03/08/2023	SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	247.76
650416	03/08/2023	BATH TISSUE	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	61.98
650416-1	03/10/2023	SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	121.04
Total ELKHORN CHEMICAL CO INC:				1,477.03
ELKHORN NAPA AUTO PARTS				
293133	02/20/2023	GASKET MULTI DUTY HOSE SH	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	10.91
293408	02/24/2023	TRUCK 16 TRANSMISSION	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	109.85
293732	02/28/2023	TRUCK 16 TRANSMISSION RET	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	109.85
294287	03/07/2023	NAPA GOLD AIR FILTERS CRED	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	100.52
294292	03/07/2023	BOXED CAPSULES	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	42.87
294543	03/09/2023	GLOSS AND CIRCUIT TESTER S	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	50.66
294784	03/13/2023	TRUCK #20 PLOW OIL GAS CAP	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	65.23
294972	03/14/2023	#53 BEACH TRAILER MULTI-DU	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	20.24
Total ELKHORN NAPA AUTO PARTS:				89.39
ENTRANCE SYSTEMS LLC				
46021	03/13/2023	DPW GATE REPAIR	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	564.02
Total ENTRANCE SYSTEMS LLC:				564.02

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
FERRELLGAS				
RNT9732999	02/24/2023	PROPANE TANK RENTAL	48-00-00-53400 CEM OPERATING SUPPLIES	36.00
Total FERRELLGAS:				36.00
FORD OF LAKE GENEVA				
32934	02/28/2023	TRUCK #16 OIL PAN REPAIR	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	246.66
32935	02/28/2023	#16 TUBE	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	60.35
32937	03/01/2023	#16 TUBE HOSE LATCH	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	146.58
Total FORD OF LAKE GENEVA:				453.59
GIRAFFE ELECTRIC				
23-186	03/02/2023	BUILDING LIGHTING	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	202.50
23-187	03/02/2023	WIRE PUMP	11-16-10-52400 CITY HALL BUILDING REPAIRS	250.00
Total GIRAFFE ELECTRIC:				452.50
GRAYS INC				
37994	02/06/2023	SNOW PLOW EQUIPMENT SUP	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	5,537.40
Total GRAYS INC:				5,537.40
HYDRA SEAL INC				
74189	02/20/2023	HYDRAULIC REPAIR BEACH GR	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	413.17
Total HYDRA SEAL INC:				413.17
INGRAM LIBRARY SERVICES				
multiple March	03/08/2023	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	877.78
multiple March	03/08/2023	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	2,143.43
Total INGRAM LIBRARY SERVICES:				3,021.21
ITU ABSORBTECH INC				
8083925	03/03/2023	FLOOR MATS SHOP	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	92.04
8083926	03/03/2023	FLOOR MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	129.45
Total ITU ABSORBTECH INC:				221.49
JAMES IMAGING SYSTEMS INC				
1289572	02/27/2023	COPIER-FEB	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	164.42
Total JAMES IMAGING SYSTEMS INC:				164.42
JERRY WILLKOMM INC				
255879	02/15/2023	165.0 GAS	11-32-10-53410 VEHICLE-FUEL & OIL	2,125.20
295374	02/22/2023	1350 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	4,453.65
416287	03/09/2023	55 GAS	11-32-10-53410 VEHICLE-FUEL & OIL	650.65
Total JERRY WILLKOMM INC:				7,229.50
JJ KELLER & ASSOCIATES				
9107816631	02/24/2023	FEDERAL,STATE POSTERS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	151.85
9107816631	02/24/2023	FEDERAL,STATE POSTERS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	151.85
9107816631	02/24/2023	FEDERAL,STATE POSTERS	99-00-00-53100 LIBRARY OFFICE SUPPLIES	151.85

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total JJ KELLER & ASSOCIATES:				455.55
JOHNS DISPOSAL SERVICE INC				
1044342	02/24/2023	2YD DUMPSTER	48-00-00-53620 CEM GROUNDS/LANDSCAPING	183.00
1051108	03/07/2023	MARCH SERVICE-GARBAGE	11-36-00-52940 SOLID WASTE-RESIDENTIAL	37,178.04
1051108	03/07/2023	MARCH SERVICE-RECYCLING	11-36-00-52970 SOLID WASTE-RECYCLING	20,401.32
Total JOHNS DISPOSAL SERVICE INC:				57,762.36
KAPUR & ASSOCIATES INC				
117440	02/01/2023	PR-SUMMERHAVEN PHASE III	11-00-00-13910 A/R BILL OUTS	1,068.00
117441	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	1,590.00
117442	02/01/2023	SURVEY-GAP PROPERTIES	11-30-00-52160 CITY ENGINEERING FEES	2,108.50
117443	02/01/2023	CITY PLANNING	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	824.00
117443	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	507.50
117444	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	462.50
117445	02/01/2023	PR-393 EDWARDS BLVD BUEN	11-00-00-13910 A/R BILL OUTS	630.00
117446	02/01/2023	STONE RIDGE PHASE 3	11-00-00-13910 A/R BILL OUTS	1,408.01
117447	02/01/2023	PR-GOLDEN YEARS	11-00-00-13910 A/R BILL OUTS	652.50
117448	02/01/2023	PR-820 GENEVA PKWY	11-00-00-13910 A/R BILL OUTS	250.00
117449	02/01/2023	PR-SYMPHONY BAY PHASE 7	11-00-00-13910 A/R BILL OUTS	437.50
117450	02/01/2023	PR-1120 LAKESHORE DR UNITS	11-00-00-13910 A/R BILL OUTS	625.00
117451	02/01/2023	PR-WILLIAM AVENUE LOT LINE	11-00-00-13910 A/R BILL OUTS	545.50
117452	02/01/2023	PR-999 S LAKESHORE DR	11-00-00-13910 A/R BILL OUTS	62.50
117528	02/10/2023	SYMPHONY BAY/-MGMT PH 1	11-00-00-13910 A/R BILL OUTS	397.38
Total KAPUR & ASSOCIATES INC:				11,568.89
LAKE GENEVA UTILITY				
184287	02/08/2023	UTILITY WATER	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	95.60
Total LAKE GENEVA UTILITY:				95.60
LASER ELECTRIC SUPPLY				
1490904-00	03/02/2023	LT BULBS-VETS PARK MOLITO	11-52-00-53520 GROUNDS MAINT SUPPLIES	111.30
Total LASER ELECTRIC SUPPLY:				111.30
MARED MECHANICAL				
134191	02/28/2023	FURNACE REPAIR	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	1,429.56
134203	03/07/2023	HVAC	11-16-10-52400 CITY HALL BUILDING REPAIRS	2,270.00
Total MARED MECHANICAL:				3,699.56
MONROE TRUCK EQUIPMENT				
5479468	02/27/2023	BOARD FOR LOADER	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	1,229.09
5483067	03/13/2023	BRACKET FOR SHOVEL HOLDE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	156.24
Total MONROE TRUCK EQUIPMENT:				1,385.33
ODP BUSINESS SOLUTIONS LLC				
302497901001	03/08/2023	KLEENEX	11-16-10-53100 CITY HALL OFFICE SUPPLIES	33.22
Total ODP BUSINESS SOLUTIONS LLC:				33.22

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
PLAYAWAY PRODUCTS LLC				
multiple March	03/08/2023	ADULT AUDIOBOOKS	99-00-00-54140 LIBRARY NONPRINT MATERIALS	1,584.56
Total PLAYAWAY PRODUCTS LLC:				1,584.56
REINDERS				
6026796-00	02/10/2023	REPLACEMENT WINDOW	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	246.31
Total REINDERS:				246.31
RHYME BUSINESS PRODUCTS				
33586497	03/06/2023	SHARP SP-70C45 MFP- FEB 202	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	901.56
Total RHYME BUSINESS PRODUCTS:				901.56
ROTE OIL				
230550209	02/24/2023	146.9 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	490.64
230550210	02/24/2023	508.8 DIESEL FUEL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	1,857.13
230610407	03/02/2023	96.3 GALS DYED DIESEL OFF R	11-32-10-53410 VEHICLE-FUEL & OIL	321.65
230610411	03/02/2023	336 DIESEL FUEL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	1,226.40
230670408	03/08/2023	248.8 GAL PERF GOLD ON ROA	11-32-10-53410 VEHICLE-FUEL & OIL	895.68
230670409	03/08/2023	147.9 GAL DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	486.60
Total ROTE OIL:				5,278.10
SCHILLER LAWN & LANDSCAPE LLC				
24409	02/28/2023	SNOW REMOVAL	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	135.00
Total SCHILLER LAWN & LANDSCAPE LLC:				135.00
SHERWIN WILLIAMS				
1836-9	02/21/2023	RIVIERA FLOOR WAX	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	235.96
2468-0	03/14/2023	PAINT & SUPPLIES	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	85.69
Total SHERWIN WILLIAMS:				321.65
SHRED-IT				
8003405414	02/25/2023	SHREDDING-JAN	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	57.78
Total SHRED-IT:				57.78
SIGNATURE SINGS LLC				
5902	02/13/2023	SEWER SIGNS	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	140.00
Total SIGNATURE SINGS LLC:				140.00
THE KNOT WORLDWIDE INC.				
INVUSD59208	03/12/2023	RECEPTION VENUES-SUBSCRI	40-55-10-53160 PUBLICATIONS & PROMOTIONS	477.71
Total THE KNOT WORLDWIDE INC.:				477.71
TRIEBOLD OUTDOOR POWER LLC				
IC48436	02/27/2023	PARTS,FILTERS-KUBOTA/VETS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	258.33
Total TRIEBOLD OUTDOOR POWER LLC:				258.33

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TRUCK COUNTRY OF WI				
R203154672:0	01/17/2023	REPAIRS-TRK	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	252.74
Total TRUCK COUNTRY OF WI:				252.74
UNIQUE MANAGEMENT SERVICES INC				
6110691	03/01/2023	COLLECTION FEES-FEB	99-00-00-55100 LIBRARY SIRSI	41.20
Total UNIQUE MANAGEMENT SERVICES INC:				41.20
UNITED LABORATORIES				
INV371592	02/15/2023	SALT BE GONE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	1,928.85
INV372267	02/23/2023	GRIPPERS SHOP SUPPLIES	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	536.40
INV372267	02/23/2023	PARKS GROUNDS WEED CONT	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	402.60
INV372267	02/23/2023	PARKS CLEANERS & POLISH	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,016.38
Total UNITED LABORATORIES:				4,884.23
UNITED PUBLIC SAFETY INC				
UPS00049826	02/28/2023	LOOKUPS - FEBRUARY 2023	42-34-50-54500 SUPPORT CONTRACTS	195.00
UPS00049910	03/09/2023	UPS BATTERY	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	102.00
Total UNITED PUBLIC SAFETY INC:				297.00
VERMEER WISCONSIN INC				
545208	09/12/2022	FILTER ELEMENT	11-32-13-54200 TREE & BRUSH-REPAIR	114.80
Total VERMEER WISCONSIN INC:				114.80
VORPAGEL SERVICE INC				
SI2195829	03/07/2023	SHOP RADIANT TUBE HEATER	11-32-10-52400 ST DEPT BUILDING REPAIRS	374.53
SI2196265	03/13/2023	RESTROOM REHAB LIBRARY P	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	3,643.15
Total VORPAGEL SERVICE INC:				4,017.68
WALWORTH COUNTY PUBLIC WORKS				
247	03/08/2023	SALT/BRINE-FEB	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	186.64
248	03/08/2023	SALT/BRINE-FEB	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	21,030.34
Total WALWORTH COUNTY PUBLIC WORKS:				21,216.98
WALWORTH COUNTY SHERIFF				
128753	11/03/2022	PRISONER CONFINEMENT-NO	11-12-00-52900 CARE OF PRISONERS	15.00
Total WALWORTH COUNTY SHERIFF:				15.00
WEDIGE AUTOMOTIVE REPAIR				
197585	02/14/2023	#53 BEACH TRACTOR OIL REPA	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	161.35
Total WEDIGE AUTOMOTIVE REPAIR:				161.35
WELDERS SUPPLY CO				
10341684	02/10/2023	130 CF AG25 ARG/CO2	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	127.21
Total WELDERS SUPPLY CO:				127.21

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WI DEPT OF TRANSPORTATION				
395-00002964	02/21/2023	MAIN ST DESIGN-WIS DOT	43-32-10-17010 2021/2022 STREET IMP PROGRAM	1,178.21
Total WI DEPT OF TRANSPORTATION:				1,178.21
Grand Totals:				177,770.57

Dated: _____

Mayor: Charles KleinCity Council: Joan YenkerKen Howell[Signature]

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "03222023","03222023A","L03222023","L03222023A"

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

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

**City of Lake Geneva
Finance, License, & Regulation Committee
March 21, 2023**

**Prepaid Checks
03/08/23-03/21/23**

**Total:
\$723,266.18**

Checks over \$5,000:

\$	11,604.36	<i>US Bank-Police Credit Card</i>
\$	23,831.69	<i>Alliant Energy-electric bills</i>
\$	604,166.95	<i>Lake Geneva Convention-2023 Room Tax</i>
\$	20,000.00	<i>YMCA-Jan-Apr 2023 payments</i>
\$	6,227.59	<i>Chase Card Services-City's Credit Card</i>
\$	40,621.92	<i>Wolf Paving Co.-Road Improvement Payment #3</i>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

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

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

Invoice.Batch = "03062023","03092023","03102023","03152023","TAX03152023"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
03/06/2023	81883	4973	US BANK	11,604.36
03/09/2023	81922	2046	ALLIANT ENERGY	23,831.69
03/09/2023	81923	6762	BAUTISTA, ALICIA	25.00
03/09/2023	81924	2295	CITY OF DELAVAN	1,004.00
03/09/2023	81925	2354	CULLIGAN OF BURLINGTON	107.80
03/09/2023	81926	2862	LAKE GENEVA CONVENTION	604,166.95
03/09/2023	81927	3024	MUTUAL OF OMAHA	3,394.07
03/09/2023	81928	3249	ROCK COUNTY CLERK OF COURTS	152.48
03/09/2023	81929	2435	TOM EARLE	144.76
03/09/2023	81930	5160	YMCA	20,000.00
03/10/2023	81972	2295	CITY OF DELAVAN	423.40
03/10/2023	81973	3249	ROCK COUNTY CLERK OF COURTS	700.00
03/10/2023	81974	3001	SECURIAN FINANCIAL GROUP	2,644.21
03/15/2023	81977	5770	AT & T TELECONFERENCE SERVICES	65.16
03/15/2023	81978	6263	CHARTER COMMUNICATIONS	219.97
03/15/2023	81979	2273	CHASE CARD SERVICES	6,227.59
03/15/2023	81980	6474	GFC LEASING - WI	247.81
03/15/2023	81981	6535	GORDON FLESCH CO INC	351.84
03/15/2023	81982	2800	KORNAK, EMILY	27.98
03/15/2023	81983	5036	WALWORTH COUNTY TREASURER	3.00
03/15/2023	81984	5071	WE ENERGIES	274.44
03/15/2023	81985	5071	WE ENERGIES	765.74
03/15/2023	81986	6338	WOLF PAVING CO INC.	40,621.92
03/15/2023	81987	6347	MACE AUTOBODY	1,224.00
03/15/2023	81988	4924	TJ'S PLUMBING & WATER SVC INC	100.00
03/15/2023	81989	3495	CITY OF LAKE GENEVA	232.00
03/15/2023	81990	4582	CITY OF LAKE GENEVA BID	3,585.89
03/15/2023	81991	2884	LAKE GENEVA UTILITY	1,120.12
Grand Totals:				723,266.18

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	.00	62,249.35-	62,249.35-
11-00-00-21340	2,439.09	.00	2,439.09
11-00-00-21555	1,614.20	.00	1,614.20
11-00-00-21562	1,242.10	.00	1,242.10
11-00-00-21564	537.77	.00	537.77
11-00-00-41800	3.00	.00	3.00
11-10-00-51330	184.65	.00	184.65
11-10-00-53980	40.00	.00	40.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
11-12-00-22220	25.00	.00	25.00
11-12-00-24280	2,279.88	.00	2,279.88
11-14-10-53990	63.30	.00	63.30
11-14-30-53110	100.01	.00	100.01
11-14-30-53320	65.00	.00	65.00
11-15-10-53200	200.00	.00	200.00
11-15-10-53320	25.00	.00	25.00
11-15-10-54500	308.81	.00	308.81
11-16-10-52220	2,865.31	.00	2,865.31
11-16-10-53100	95.00	.00	95.00
11-21-00-51380	786.49	.00	786.49
11-21-00-52220	92.02	.00	92.02
11-21-00-52620	49.17	.00	49.17
11-21-00-53100	379.66	.00	379.66
11-21-00-53310	1,166.46	.00	1,166.46
11-21-00-53420	445.86	.00	445.86
11-21-00-53610	21.98	.00	21.98
11-21-00-53990	257.84	.00	257.84
11-21-00-54100	6,064.70	.00	6,064.70
11-21-00-54110	49.00	.00	49.00
11-21-00-58100	2,383.20	.00	2,383.20
11-22-00-52220	1,376.37	.00	1,376.37
11-22-00-52240	41.33	.00	41.33
11-22-00-52400	1,224.00	.00	1,224.00
11-22-00-53100	240.00	.00	240.00
11-22-00-53500	140.97	.00	140.97
11-22-00-53510	105.63	.00	105.63
11-22-00-53990	67.85	.00	67.85
11-22-00-58200	100.00	.00	100.00
11-24-00-53100	31.42	.00	31.42
11-24-00-53200	71.10	.00	71.10
11-24-00-53310	300.00	.00	300.00
11-29-00-52220	47.63	.00	47.63
11-32-10-52210	99.99	.00	99.99
11-32-10-52220	1,064.50	.00	1,064.50
11-32-10-53300	144.76	.00	144.76
11-32-10-53320	120.00	.00	120.00
11-32-10-53400	53.44	.00	53.44
11-32-10-53510	132.95	.00	132.95
11-32-13-54300	482.93	.00	482.93
11-34-10-52220	400.73	.00	400.73
11-34-10-52230	9,599.04	.00	9,599.04
11-51-10-52220	695.18	.00	695.18
11-52-00-52220	838.55	.00	838.55
11-52-00-52240	191.78	.00	191.78
11-52-00-59220	199.32	.00	199.32
11-52-01-52220	520.38	.00	520.38
11-70-00-57600	20,000.00	.00	20,000.00
11-70-00-57800	175.00	.00	175.00
40-00-00-21100	.00	5,059.61-	5,059.61-
40-54-10-52220	378.97	.00	378.97
40-55-10-53500	107.80	.00	107.80
40-55-30-52220	4,572.84	.00	4,572.84

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
42-00-00-21100	.00	109.96-	109.96-
42-34-50-46330	53.00	.00	53.00
42-34-50-53400	56.96	.00	56.96
43-00-00-21100	.00	40,621.92-	40,621.92-
43-00-00-21900	40,621.92	.00	40,621.92
47-00-00-21100	.00	604,286.93-	604,286.93-
47-00-00-57100	604,166.95	.00	604,166.95
47-70-00-57155	119.98	.00	119.98
61-00-00-21100	.00	7.56-	7.56-
61-00-00-92630	7.56	.00	7.56
62-00-00-21100	.00	12.91-	12.91-
62-00-00-92630	12.91	.00	12.91
89-00-00-21100	.00	4,938.01-	4,938.01-
89-00-00-24520	734.96	.00	734.96
89-00-00-24540	385.16	.00	385.16
89-00-00-24700	3,585.89	.00	3,585.89
89-00-00-24800	232.00	.00	232.00
99-00-00-21100	6.48	5,986.41-	5,979.93-
99-00-00-52110	348.88	.00	348.88
99-00-00-52220	1,987.92	.00	1,987.92
99-00-00-53120	71.26	.00	71.26
99-00-00-53500	380.00	.00	380.00
99-00-00-53990	167.21	.00	167.21
99-00-00-54140	20.04	.00	20.04
99-00-00-54150	177.19	6.48-	170.71
99-00-00-54155	112.00	.00	112.00
99-00-00-55140	1,816.98	.00	1,816.98
99-00-00-55150	305.28	.00	305.28
99-00-00-55320	599.65	.00	599.65
Grand Totals:	723,279.14	723,279.14-	.00

Dated: _____

Mayor: Cherene KleinCity Council: Joan YunkerKen Howard[Signature][Signature][Signature][Signature][Signature]

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"
Bank.Bank account = "043230"
[Report].Invoice GL Account = {<>} 61
[Report].Invoice GL Account = {<>} 62
Invoice.Batch = "03062023","03092023","03102023","03152023","TAX03152023"

M = Manual Check, V = Void Check

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "03222023","03222023A","L03222023","L03222023A"

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
11				
KAPUR & ASSOCIATES INC				
117440	02/01/2023	PR-SUMMERHAVEN PHASE III	11-00-00-13910 A/R BILL OUTS	1,068.00
117445	02/01/2023	PR-393 EDWARDS BLVD BUEN	11-00-00-13910 A/R BILL OUTS	630.00
117446	02/01/2023	STONE RIDGE PHASE 3	11-00-00-13910 A/R BILL OUTS	1,408.01
117447	02/01/2023	PR-GOLDEN YEARS	11-00-00-13910 A/R BILL OUTS	652.50
117448	02/01/2023	PR-820 GENEVA PKWY	11-00-00-13910 A/R BILL OUTS	250.00
117449	02/01/2023	PR-SYMPHONY BAY PHASE 7	11-00-00-13910 A/R BILL OUTS	437.50
117450	02/01/2023	PR-1120 LAKESHORE DR UNITS	11-00-00-13910 A/R BILL OUTS	625.00
117451	02/01/2023	PR-WILLIAM AVENUE LOT LINE	11-00-00-13910 A/R BILL OUTS	545.50
117452	02/01/2023	PR-999 S LAKESHORE DR	11-00-00-13910 A/R BILL OUTS	62.50
117528	02/10/2023	SYMPHONY BAY-MGMT PH 1	11-00-00-13910 A/R BILL OUTS	397.38
Total KAPUR & ASSOCIATES INC:				6,076.39
AURORA QUICK CARE LLC				
238-CI0000264	02/15/2023	EMP CLINIC-JAN	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,925.00
Total AURORA QUICK CARE LLC:				2,925.00
WALWORTH COUNTY SHERIFF				
128753	11/03/2022	PRISONER CONFINEMENT-NO	11-12-00-52900 CARE OF PRISONERS	15.00
Total WALWORTH COUNTY SHERIFF:				15.00
BEAR GRAPHICS				
0912990	02/28/2023	ABSENTEE ENVELOPES OUTE	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	298.90
Total BEAR GRAPHICS:				298.90
BAKER TILLY MUNICIPAL ADVISORS LLC				
BTMA18481	02/21/2023	2022 CONTINUING DISCLOSUR	11-15-10-52120 ACCTG CONSULTANT FEES	850.00
Total BAKER TILLY MUNICIPAL ADVISORS LLC:				850.00
DEKIND COMPUTER CONSULTANTS				
35309	03/01/2023	IT SERVICES-APR 2023	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	6,805.00
Total DEKIND COMPUTER CONSULTANTS:				6,805.00
GIRAFFE ELECTRIC				
23-187	03/02/2023	WIRE PUMP	11-16-10-52400 CITY HALL BUILDING REPAIRS	250.00
Total GIRAFFE ELECTRIC:				250.00
MARED MECHANICAL				
134203	03/07/2023	HVAC	11-16-10-52400 CITY HALL BUILDING REPAIRS	2,270.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total MARED MECHANICAL:				2,270.00
JJ KELLER & ASSOCIATES				
9107816631	02/24/2023	FEDERAL,STATE POSTERS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	151.85
Total JJ KELLER & ASSOCIATES:				151.85
ODP BUSINESS SOLUTIONS LLC				
302497901001	03/08/2023	KLEENEX	11-16-10-53100 CITY HALL OFFICE SUPPLIES	33.22
Total ODP BUSINESS SOLUTIONS LLC:				33.22
DUNN LUMBER				
6802775	03/02/2023	CLIP ROPE-FLAG POLE	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	1.39
Total DUNN LUMBER:				1.39
ELKHORN CHEMICAL CO INC				
650416	03/08/2023	SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	247.76
650416-1	03/10/2023	SUPPLIES	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	121.04
Total ELKHORN CHEMICAL CO INC:				368.80
ITU ABSORBTECH INC				
8083926	03/03/2023	FLOOR MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	129.45
Total ITU ABSORBTECH INC:				129.45
SHRED-IT				
8003405414	02/25/2023	SHREDDING-JAN	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	57.78
Total SHRED-IT:				57.78
RHYME BUSINESS PRODUCTS				
33586497	03/06/2023	SHARP SP-70C45 MFP- FEB 202	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	901.56
Total RHYME BUSINESS PRODUCTS:				901.56
KAPUR & ASSOCIATES INC				
117441	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	1,590.00
117442	02/01/2023	SURVEY-GAP PROPERTIES	11-30-00-52160 CITY ENGINEERING FEES	2,108.50
117443	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	507.50
117444	02/01/2023	ENGINEERING SERVICES DPW	11-30-00-52160 CITY ENGINEERING FEES	462.50
Total KAPUR & ASSOCIATES INC:				4,668.50
LAKE GENEVA UTILITY				
184287	02/08/2023	UTILITY WATER	11-32-10-52260 ST DEPT BLDG-WATER & SEWER	95.60
Total LAKE GENEVA UTILITY:				95.60
VORPAGEL SERVICE INC				
SI2195829	03/07/2023	SHOP RADIANT TUBE HEATER	11-32-10-52400 ST DEPT BUILDING REPAIRS	374.53
Total VORPAGEL SERVICE INC:				374.53

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
BUMPER TO BUMPER AUTO PARTS				
662-469100	02/21/2023	TRUCK 15 STREETS	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	10.18
662-469647	03/07/2023	CAPSULE #124	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	13.18
662-469672	03/07/2023	FUEL CAP CHIPPER TRUCK	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	9.69
Total BUMPER TO BUMPER AUTO PARTS:				33.05
ELKHORN NAPA AUTO PARTS				
293408	02/24/2023	TRUCK 16 TRANSMISSION	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	109.85
293732	02/28/2023	TRUCK 16 TRANSMISSION RET	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	109.85-
294287	03/07/2023	NAPA GOLD AIR FILTERS CRED	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	100.52-
Total ELKHORN NAPA AUTO PARTS:				100.52-
FORD OF LAKE GENEVA				
32934	02/28/2023	TRUCK #16 OIL PAN REPAIR	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	246.66
32935	02/28/2023	#16 TUBE	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	60.35
32937	03/01/2023	#16 TUBE HOSE LATCH	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	146.58
Total FORD OF LAKE GENEVA:				453.59
MONROE TRUCK EQUIPMENT				
5479468	02/27/2023	BOARD FOR LOADER	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	1,229.09
Total MONROE TRUCK EQUIPMENT:				1,229.09
TRUCK COUNTRY OF WI				
R203154672:0	01/17/2023	REPAIRS-TRK	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	252.74
Total TRUCK COUNTRY OF WI:				252.74
WEDIGE AUTOMOTIVE REPAIR				
197585	02/14/2023	#53 BEACH TRACTOR OIL REPA	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	161.35
Total WEDIGE AUTOMOTIVE REPAIR:				161.35
CINTAS CORP				
5148839044	03/09/2023	FIRST AID SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	82.62
Total CINTAS CORP:				82.62
DUNN LUMBER				
1293748	12/13/2022	RATCHET TIE DOWN 1 X 15	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	39.99
1310445	01/10/2023	GALVENIZED REDCD & NIPPLE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	7.18
1317106	01/19/2023	RUSTOLEUM SPRAY GROOME	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	23.07
Total DUNN LUMBER:				70.24
JAMES IMAGING SYSTEMS INC				
1289572	02/27/2023	COPIER-FEB	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	164.42
Total JAMES IMAGING SYSTEMS INC:				164.42
JJ KELLER & ASSOCIATES				
9107816631	02/24/2023	FEDERAL,STATE POSTERS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	151.85

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total JJ KELLER & ASSOCIATES:				151.85
MONROE TRUCK EQUIPMENT				
5483087	03/13/2023	BRACKET FOR SHOVEL HOLDE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	156.24
Total MONROE TRUCK EQUIPMENT:				156.24
JERRY WILLKOMM INC				
255879	02/15/2023	165.0 GAS	11-32-10-53410 VEHICLE-FUEL & OIL	2,125.20
295374	02/22/2023	1350 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	4,453.65
416287	03/09/2023	55 GAS	11-32-10-53410 VEHICLE-FUEL & OIL	650.65
Total JERRY WILLKOMM INC:				7,229.50
ROTE OIL				
230550209	02/24/2023	146.9 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	490.64
230550210	02/24/2023	508.8 DIESEL FUEL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	1,857.13
230610407	03/02/2023	96.3 GALS DYED DIESEL OFF R	11-32-10-53410 VEHICLE-FUEL & OIL	321.65
230610411	03/02/2023	336 DIESEL FUEL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	1,226.40
230670408	03/08/2023	248.8 GAL PERF GOLD ON ROA	11-32-10-53410 VEHICLE-FUEL & OIL	895.68
230670409	03/08/2023	147.9 GAL DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	486.60
Total ROTE OIL:				5,278.10
UNITED LABORATORIES				
INV372267	02/23/2023	GRIPPERS SHOP SUPPLIES	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	536.40
Total UNITED LABORATORIES:				536.40
DUNN LUMBER				
1293746	12/13/2022	TIRE FOAM ULT BLK RESTORE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	19.08
1317101	01/19/2023	BEACH GROOMER NUTS & BOL	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	4.08
Total DUNN LUMBER:				23.16
ELKHORN NAPA AUTO PARTS				
293133	02/20/2023	GASKET MULTI DUTY HOSE SH	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	10.91
294292	03/07/2023	BOXED CAPSULES	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	42.87
294543	03/09/2023	GLOSS AND CIRCUIT TESTER S	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	50.66
294972	03/14/2023	#53 BEACH TRAILER MULTI-DU	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	20.24
Total ELKHORN NAPA AUTO PARTS:				124.68
HYDRA SEAL INC				
74189	02/20/2023	HYDRAULIC REPAIR BEACH GR	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	413.17
Total HYDRA SEAL INC:				413.17
UNITED LABORATORIES				
INV371592	02/15/2023	SALT BE GONE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	1,928.85
Total UNITED LABORATORIES:				1,928.85
WELDERS SUPPLY CO				
10341684	02/10/2023	130 CF AG25 ARG/CO2	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	127.21

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total WELDERS SUPPLY CO:				127.21
ENTRANCE SYSTEMS LLC				
46021	03/13/2023	DPW GATE REPAIR	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	564.02
Total ENTRANCE SYSTEMS LLC:				564.02
ITU ABSORBTECH INC				
8083925	03/03/2023	FLOOR MATS SHOP	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	92.04
Total ITU ABSORBTECH INC:				92.04
ALL OUT TRUCKING LLC				
1186	03/06/2023	SNOW CONTRACT HAULING SE	11-32-12-52200 CONTRACT HAULING SERVICES	1,890.00
1188	03/12/2023	SNOW REMOVAL-03-10-2023	11-32-12-52200 CONTRACT HAULING SERVICES	2,520.00
Total ALL OUT TRUCKING LLC:				4,410.00
WALWORTH COUNTY PUBLIC WORKS				
247	03/08/2023	SALT/BRINE-FEB	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	186.64
248	03/08/2023	SALT/BRINE-FEB	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	21,030.34
Total WALWORTH COUNTY PUBLIC WORKS:				21,216.98
ELKHORN NAPA AUTO PARTS				
294784	03/13/2023	TRUCK #20 PLOW OIL GAS CAP	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	65.23
Total ELKHORN NAPA AUTO PARTS:				65.23
GRAYS INC				
37994	02/06/2023	SNOW PLOW EQUIPMENT SUP	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	5,537.40
Total GRAYS INC:				5,537.40
REINDERS				
6026796-00	02/10/2023	REPLACEMENT WINDOW	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	246.31
Total REINDERS:				246.31
VERMEER WISCONSIN INC				
545208	09/12/2022	FILTER ELEMENT	11-32-13-54200 TREE & BRUSH-REPAIR	114.80
Total VERMEER WISCONSIN INC:				114.80
SIGNATURE SINGS LLC				
5902	02/13/2023	SEWER SIGNS	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	140.00
Total SIGNATURE SINGS LLC:				140.00
JOHNS DISPOSAL SERVICE INC				
1051108	03/07/2023	MARCH SERVICE-GARBAGE	11-36-00-52940 SOLID WASTE-RESIDENTIAL	37,178.04
1051108	03/07/2023	MARCH SERVICE-RECYCLING	11-36-00-52970 SOLID WASTE-RECYCLING	20,401.32
Total JOHNS DISPOSAL SERVICE INC:				57,579.36

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ELKHORN CHEMICAL CO INC				
650416	03/08/2023	BATH TISSUE	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	61.98
Total ELKHORN CHEMICAL CO INC:				61.98
MARED MECHANICAL				
134191	02/28/2023	FURNACE REPAIR	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	1,429.56
Total MARED MECHANICAL:				1,429.56
DUNN LUMBER				
1266228	11/10/2022	PARKS RV ANTI FREEZE	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	27.16
Total DUNN LUMBER:				27.16
TRIEBOLD OUTDOOR POWER LLC				
IC48436	02/27/2023	PARTS,FILTERS-KUBOTA/VETS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	258.33
Total TRIEBOLD OUTDOOR POWER LLC:				258.33
UNITED LABORATORIES				
INV372267	02/23/2023	PARKS CLEANERS & POLISH	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,016.38
Total UNITED LABORATORIES:				2,016.38
ELKHORN CHEMICAL CO INC				
648552-1	12/29/2022	GARBAGE LINERS	11-52-00-53520 GROUNDS MAINT SUPPLIES	1,046.25
Total ELKHORN CHEMICAL CO INC:				1,046.25
LASER ELECTRIC SUPPLY				
1490904-00	03/02/2023	LT BULBS-VETS PARK MOLITO	11-52-00-53520 GROUNDS MAINT SUPPLIES	111.30
Total LASER ELECTRIC SUPPLY:				111.30
UNITED LABORATORIES				
INV372267	02/23/2023	PARKS GROUNDS WEED CONT	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	402.60
Total UNITED LABORATORIES:				402.60
KAPUR & ASSOCIATES INC				
117443	02/01/2023	CITY PLANNING	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	824.00
Total KAPUR & ASSOCIATES INC:				824.00
Total 11:				140,732.41
40				
BILLER PRESS				
23-23508	03/10/2023	BOAT LAUNCH HANG TAGS	40-52-11-53990 LAUNCH RAMP MISCELLANEOUS	462.00
Total BILLER PRESS:				462.00
THE KNOT WORLDWIDE INC.				
INVUSD59208	03/12/2023	RECEPTION VENUES-SUBSCRI	40-55-10-53160 PUBLICATIONS & PROMOTIONS	477.71

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total THE KNOT WORLDWIDE INC.:				477.71
BEST SPECIALTIES				
85670	03/13/2023	RIVIERA DOOR STOPS	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	65.00
Total BEST SPECIALTIES:				65.00
SHERWIN WILLIAMS				
1836-9	02/21/2023	RIVIERA FLOOR WAX	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	235.96
2468-0	03/14/2023	PAINT & SUPPLIES	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	85.69
Total SHERWIN WILLIAMS:				321.65
BATZNER PEST CONTROL				
35342088	02/28/2023	PEST CONTROL-FEB	40-55-10-53600 UPPER RIVIERA MAINTENANCE	143.00
Total BATZNER PEST CONTROL:				143.00
Total 40:				1,469.36
42				
UNITED PUBLIC SAFETY INC				
UPS00049910	03/09/2023	UPS BATTERY	42-34-50-53400 OPERATING SUPPLIES-ENFORCEMEN	102.00
UPS00049826	02/28/2023	LOOKUPS - FEBRUARY 2023	42-34-50-54500 SUPPORT CONTRACTS	195.00
Total UNITED PUBLIC SAFETY INC:				297.00
Total 42:				297.00
43				
WI DEPT OF TRANSPORTATION				
395-00002964	02/21/2023	MAIN ST DESIGN-WIS DOT	43-32-10-17010 2021/2022 STREET IMP PROGRAM	1,178.21
Total WI DEPT OF TRANSPORTATION:				1,178.21
VORPAGEL SERVICE INC				
SI2196265	03/13/2023	RESTROOM REHAB LIBRARY P	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	3,643.15
Total VORPAGEL SERVICE INC:				3,643.15
Total 43:				4,821.36
47				
ASR EVENTS LLC				
ABOMINABLE	03/13/2023	TOURISM GRANT-2022	47-70-00-57150 PROMOTIONAL GRANT	10,000.00
Total ASR EVENTS LLC:				10,000.00
CELEBRATIONS MANAGEMENT LLC				
2023 BRIDAL	03/08/2023	2023 BRIDAL SHOW	47-70-00-57150 PROMOTIONAL GRANT	15,000.00
Total CELEBRATIONS MANAGEMENT LLC:				15,000.00
Total 47:				25,000.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
48				
FERRELLGAS				
RNT9732999	02/24/2023	PROPANE TANK RENTAL	48-00-00-53400 CEM OPERATING SUPPLIES	36.00
Total FERRELLGAS:				36.00
ADVANCE AUTO PARTS				
719330624557	03/03/2023	CEMETERY MAT TRAY	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	39.99
Total ADVANCE AUTO PARTS:				39.99
BUMPER TO BUMPER AUTO PARTS				
662-469331	02/27/2023	DODGE RAM BLADES	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	55.13
Total BUMPER TO BUMPER AUTO PARTS:				55.13
JOHNS DISPOSAL SERVICE INC				
1044342	02/24/2023	2YD DUMPSTER	48-00-00-53620 CEM GROUNDS/LANDSCAPING	183.00
Total JOHNS DISPOSAL SERVICE INC:				183.00
Total 48:				314.12
99				
JJ KELLER & ASSOCIATES				
9107816631	02/24/2023	FEDERAL,STATE POSTERS	99-00-00-53100 LIBRARY OFFICE SUPPLIES	151.85
Total JJ KELLER & ASSOCIATES:				151.85
GIRAFFE ELECTRIC				
23-186	03/02/2023	BUILDING LIGHTING	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	202.50
Total GIRAFFE ELECTRIC:				202.50
SCHILLER LAWN & LANDSCAPE LLC				
24409	02/28/2023	SNOW REMOVAL	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	135.00
Total SCHILLER LAWN & LANDSCAPE LLC:				135.00
INGRAM LIBRARY SERVICES				
multiple March	03/08/2023	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	2,143.43
multiple March	03/08/2023	YOUTH BOOKS	99-00-00-54110 LIBRARY YOUTH MATERIALS	877.78
Total INGRAM LIBRARY SERVICES:				3,021.21
PLAYAWAY PRODUCTS LLC				
multiple March	03/08/2023	ADULT AUDIOBOOKS	99-00-00-54140 LIBRARY NONPRINT MATERIALS	1,584.56
Total PLAYAWAY PRODUCTS LLC:				1,584.56
UNIQUE MANAGEMENT SERVICES INC				
6110691	03/01/2023	COLLECTION FEES-FEB	99-00-00-55100 LIBRARY SIRSI	41.20
Total UNIQUE MANAGEMENT SERVICES INC:				41.20
Total 99:				5,136.32

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Grand Totals:				177,770.57

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "03222023","03222023A","L03222023","L03222023A"

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

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

THORPE & CHRISTIAN_{S.C.}

A T T O R N E Y S A T L A W

1624 Hobbs Drive, Suite 1 | Delavan, Wisconsin 53115
tel 262.740.1971 | fax 262.740.1090 | web ThorpeChristian.com

February 2, 2023

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

Re: 255 Havenwood Dr., Tax Parcel ZOP 00002E

Dear Ms. Kropf:

I am writing to file with the city an application for a condominium conversion of the above described commercial property in the City of Lake Geneva. Please find enclosed for filing an application for a two unit condominium conversion of the existing structure which is filed with the pursuant to the requirements of the City Ordinance at Section 66-37 and Section 66-36(1)-(6).

Specifically, please find enclosed and application for approval of a two unit condominium plat and an agreement for compensation of the City's professional fees pursuant to 66-36(6) of the City Municipal Code.

I am simultaneously filing a copy of this application with the City Zoning Administrator and City Planner for their review and input. I look forward to working with the City to bring this matter forward for approval as soon as is convenient.

Very truly yours,

THORPE & CHRISTIAN, S.C.

By: Timothy M. Brovold
E-mail: tbrovold@ThorpeChristian.com

TMB:vr

cc:

Dr. Robert Youngquist
Fred Walling, Zoning Administrator
Sonja Kruesel, City Planner

ROBERT R YOUNGQUIST D D S LTD

255 HAVENWOOD DR
LAKE GENEVA, WI 53147-1917
(262) 248-0101

TOWN BANK
A WINTRUST COMMUNITY BANK
79-1784-759

2.1.23

PAY TO THE
ORDER OF

City of Lake Geneva

\$400

DOLLARS

COPY

AUTHORIZED SIGNATURE

MEMO

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP
Condominium (Conversion)

or



SUBDIVISION PLAT

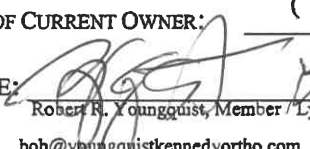
NAME AND ADDRESS OF CURRENT OWNER:

Youngquist-Nading, LLC

255 Havenwood Dr.

Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (312) 307-7247

OWNER SIGNATURE: 

Robert R. Youngquist, Member / Lynn Nading, Personal Representative of Thomas H. Nading Estate, Member

EMAIL ADDRESS: bob@youngquistkennedyortho.com

PROJECT ADDRESS 255 Havenwood Dr. Lake Geneva WI, 53147

TAX KEY NUMBER: ZOP 00002E

NAME AND ADDRESS OF APPLICANT:

Youngquist-Nading, LLC

255 Havenwood Dr.

Lake Geneva, WI 53147

TELEPHONE NUMBER OF APPLICANT: (312) 307-7247

EMAIL ADDRESS: bob@youngquistkennedyortho.com

NAME AND ADDRESS OF SURVEYOR:

Farris, Hansen & Associates, Inc.

7 Ridgway Ct. PO Box 437

Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR: (262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Conversion of an existing two-story commercial building to a two unit commercial condominium.

SUBMITTAL CHECKLIST

- _____ LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- _____ SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
- _____ CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
- _____ PROVIDE 1 FULL SET AND 8 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.
- _____ PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

2.1.2023
DATE


SIGNATURE OF APPLICANT
Robert R. Youngquist, Member
Youngquist-Nading, LLC

2-1-23
DATE


SIGNATURE OF APPLICANT
Lynn Nading, Personal Representative of Thomas H. Nading Estate, Member
Youngquist-Nading, LLC

Applicant/Petitioner agrees that in addition to those normal costs payable by an applicant/petitioner (e.g., filing or permit fees, publication expenses, recording fees, etc.), that in the event the action applied or petitioned for requires the City of Lake Geneva, in the judgment of its staff, to obtain additional professional service(s), (e.g., engineering, surveying, planning, legal) than would be routinely available "in house" to enable the City to properly address, take appropriate action on, or determine the same, applicant/petitioner shall reimburse the City for the costs thereof

Section 98-935 Fees:

(1) Fees for Procedures or Permits Requested by a Private Party: The fees for the procedures and permits established by this Chapter shall be established by resolution of the Common Council of the City of Lake Geneva

(2) Fees for Procedures Requested by the City of Lake Geneva: There shall be no fee in the case of applications filed in the public interest by the Common Council or the Plan Commission, other agency, or official of the City of Lake Geneva.

(3) Payment of Fees: Fees shall be payable at the time applications are filed with the appropriate officer of the City (per the requirements of this Chapter), and are not refundable.

(4) Professional Consultant Review Services: The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission. The City may apply the charges for these services to the Petitioner. The City will require the Petitioner to sign a professional consultant review services form. The City Administrator at any time may require an applicant to submit an advance deposit of **\$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Petitioner. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to a Petitioner, but which are not paid, may be assigned by the City as a special assessment to the subject property.

Document No.

**DECLARATION OF
CONDOMINIUM OF TOOTH
CONDOMINIUMS OF
LAKE GENEVA**

Return to:

Dale Thorpe

1624 Hobbs Drive, Suite 1

Delavan, WI 53115

ZOP 00002E

Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statute (hereinafter sometimes referred to as the "Act") this ____ day of January, 2023, by Youngquist-Nading, LLC a Wisconsin Limited Liability Company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant desires and intends by the Declaration to submit the property, hereinafter defined, to the provisions of the Act, as amended from time to time; and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof, certain easement and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium shall be "Tooth Condominium of Lake Geneva", a condominium; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of

ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as legal title holder of the Parcel, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 3.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- 2.1 Association. Tooth Condominium Association of Lake Geneva, Inc.
- 2.2 Association of Unit Owners. All the Unit Owners acting in a group in accordance with the By-laws and this Declaration.
- 2.3 Board. The Board of Directors of the Association determined pursuant to the By-laws, and who are vested with the authority and responsibility of administering the Property.
- 2.4 Building. The building located on the Property, forming a part of the Property and containing the Units, as shown by the surveys depicting the Building.
- 2.5 By-Laws. The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended.
- 2.6 Common Elements. All portions of the Property except the Units, more specifically described in Section 5.01.
- 2.7 Common Expenses. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.
- 2.8 Common Profits. The balance of all income, rents, profits and revenues from the Common Area and Facilities remaining after the deduction of the common expenses.
- 2.9 Declaration. This instrument by which the Property is submitted to the provisions of the

Act, including such amendments and restatements, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

2.10 Limited Common Elements. A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

2.11 Majority of the Unit Owners. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

2.12 Occupant. Person or persons, other than a Unit Owner, in possession of a Unit.

2.13 Parking Area. The part of the Common Elements provided for parking motor vehicles and as referenced in the Plat.

2.14 Parking Space. A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

2.15 Person. A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

2.16 Plat. The plats of survey of the Property and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as **Exhibit B** and made a part hereof and recorded with the recording of this Declaration.

2.17 Property. All the land and property and space legally described on **Exhibit B** and all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

2.18 Unit. A part of the Property within the Building including one or more rooms, designed and intended for office, warehouse or light industrial use, or such other uses permitted by this Declaration, and more specifically described hereafter in Article IV.

2.19 Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2.20 Unit Ownership. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.21 Voting Member. One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners, excluding those members of the Board of Directors designated by the Declarant.

ARTICLE III

NAME; DESCRIPTION OF PROPERTY

3.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Tooth Condominium of Lake Geneva."

3.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Lake Geneva, County of Walworth, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

3.03. Address. The address of the Condominium is 255 Havenwood Dr., Lake Geneva, Wisconsin 53147.

ARTICLE IV

DESCRIPTION OF UNITS

4.01. Identification of Units. The Condominium shall initially consist of two (2) units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article V. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 2, inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

4.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the ceiling or roof above the highest level of the commercial area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

4.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 4.02:

- (a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (b) Interior lights and light fixtures.
- (c) Cabinets.
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

ARTICLE V

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

5.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above;

(f) Mailbox islands; and

(g) The Vestibule, Hallway, Lower Level Power Room, Stairway, and any other area so designated on **Exhibit B**.

5.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

5.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 4.02 and 4.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 5.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE VI

PERCENTAGE INTERESTS; VOTING

6.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Initially, each Unit's Percentage shall be 50%.

6.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

6.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

6.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

6.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Tooth Condominium Association of Lake Geneva, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform

any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days

after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, occupant, guest, or invitee of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case

of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger, and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(A) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(B) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of

the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(C) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for office, commercial services, or retail purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use.

8.04. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests

of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.08. Storage. Outdoor storage of any kind shall not be permitted.

8.09. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property

damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair shall be insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Walworth County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08. Mortgagees' Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.02. Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.04. Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08. Partition and Sale Upon Consent. If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Walworth County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Walworth County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Lake Geneva or the County of Walworth to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Lake Geneva and County of Walworth or

public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is _____. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such

rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ____ of January, 2023.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _) ss.

Personally came before me this _ day of January, 2023, the _____ of _____, a _____, who acknowledged the foregoing document for the purposes recited therein on behalf of said _.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _____ to the undersigned recorded in the office of the Register of Deeds of _____ County, Wisconsin on __, as Document No. _____, in Volume _____

of Records, Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of January, 2023.

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this _____ day of January, 2023, the _____ of _____, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by
and should be returned to:
Dale L. Thorpe
Thorpe & Christian, S.C.
1624 Hobbs Dr., Suite 1
Delavan, WI 53115

EXHIBIT A

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 36, S 00DEG 43MIN 06SEC E, 1868.55 FEET; THENCE S 89DEG 30MIN 44SEC W, 286.18 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 1191, A POINT ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF WEST MAIN STREET, AND THE POINT OF BEGINNING; THENCE ALONG SAID STREET, S 89DEG 27MIN 47SEC W, 313.85 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF HAVENWOOD DRIVE; THENCE ALONG SAID DRIVE, N 00DEG 31MIN 38 SEC W, 16.37 FEET; THENCE CONTINUE ALONG SAID DRIVE, 206.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 234.00 FEET AND A CHORD WHICH BEARS N 24DEG 44MIN 32SEC E, 199.80 FEET; THENCE CONTINUE ALONG SAID DRIVE, N 50DEG 02MIN 00SEC E, 256.68 FEET; THENCE CONTINUE ALONG SAID DRIVE, 30.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET AND A CHORD WHICH BEARS S 75DEG 02MIN 30SEC E, 30.53 FEET TO THE WESTERLY BOUNDARY OF SAID CERTIFIED SURVEY MAP NO. 1191; THENCE ALONG SAID WESTERLY BOUNDARY, S 00DEG 40MIN 31SEC E, 351.91 FEET TO THE POINT OF BEGINNING. CONTAINING 77,929 SQUARE FEET (1.79 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA,
LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 36,
TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

PART OF LARGE LOT NO. 1 OF THE ORIGINAL PLAT OF GENEVA, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

	CURVE RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	234.00'	N 24°44'32" E	199.80'	206.43'
C2	66.00'	S 75°02'30" E	30.53'	30.81'

□ = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP
 ○ = FOUND IRON PIPE STAKE, 1 3/8" O.D.
 ● = FOUND IRON REBAR STAKE, 3/4" DIA.
 ⌘ = SET IRON REBAR STAKE, 3/4" x 18" x 1.13 lbs/ft
 [X] = RECORDED AS

I, CHRISTOPHER A. HODGES, PROFESSIONAL LAND SURVEYOR S-27860, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

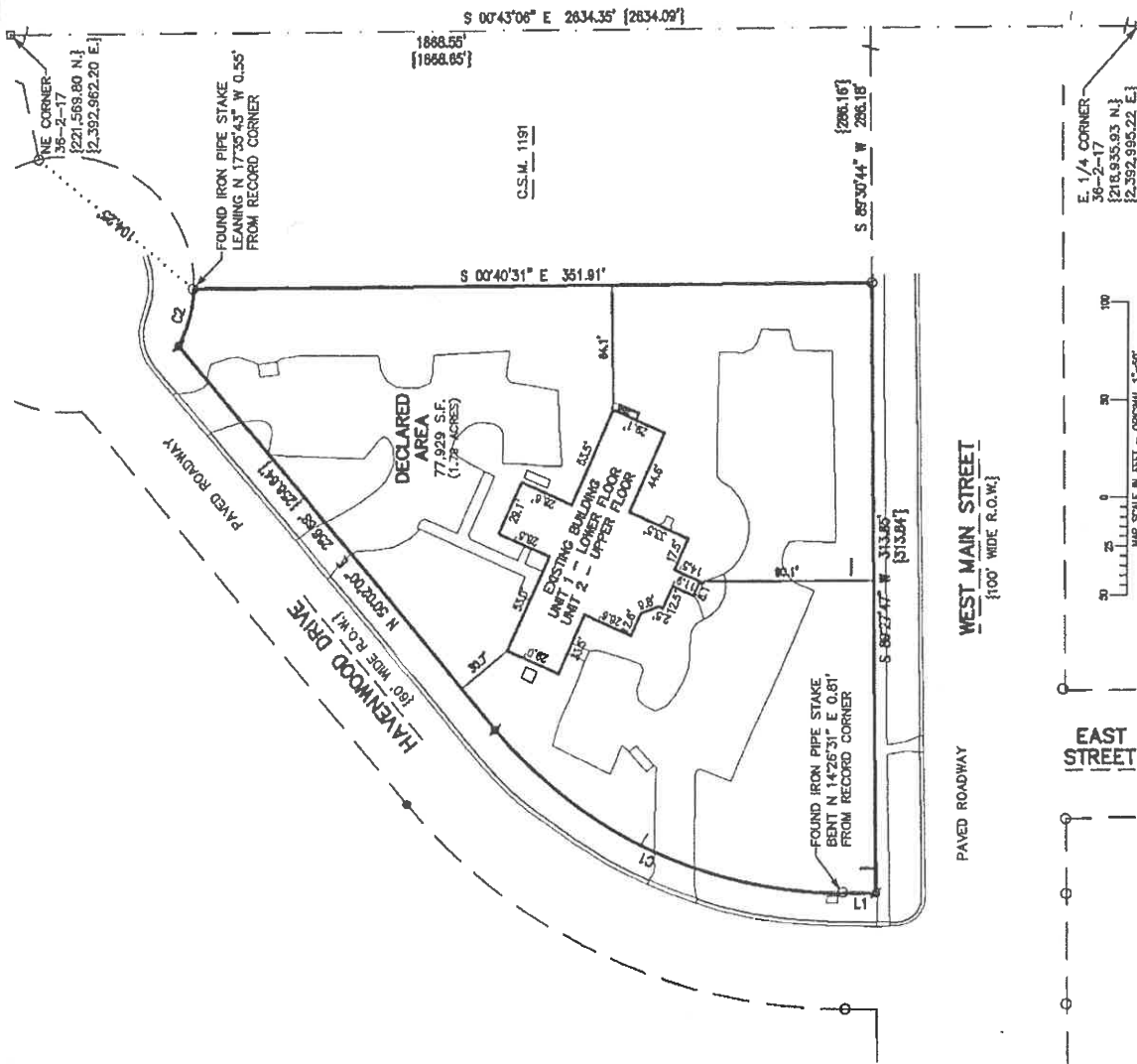
2-2-23
DATED

CHRISTOPHER A HODGES PLS 2760

NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS.
SEE SHEETS 2 & 3 FOR DIAGRAMMATIC FLOOR PLANS.

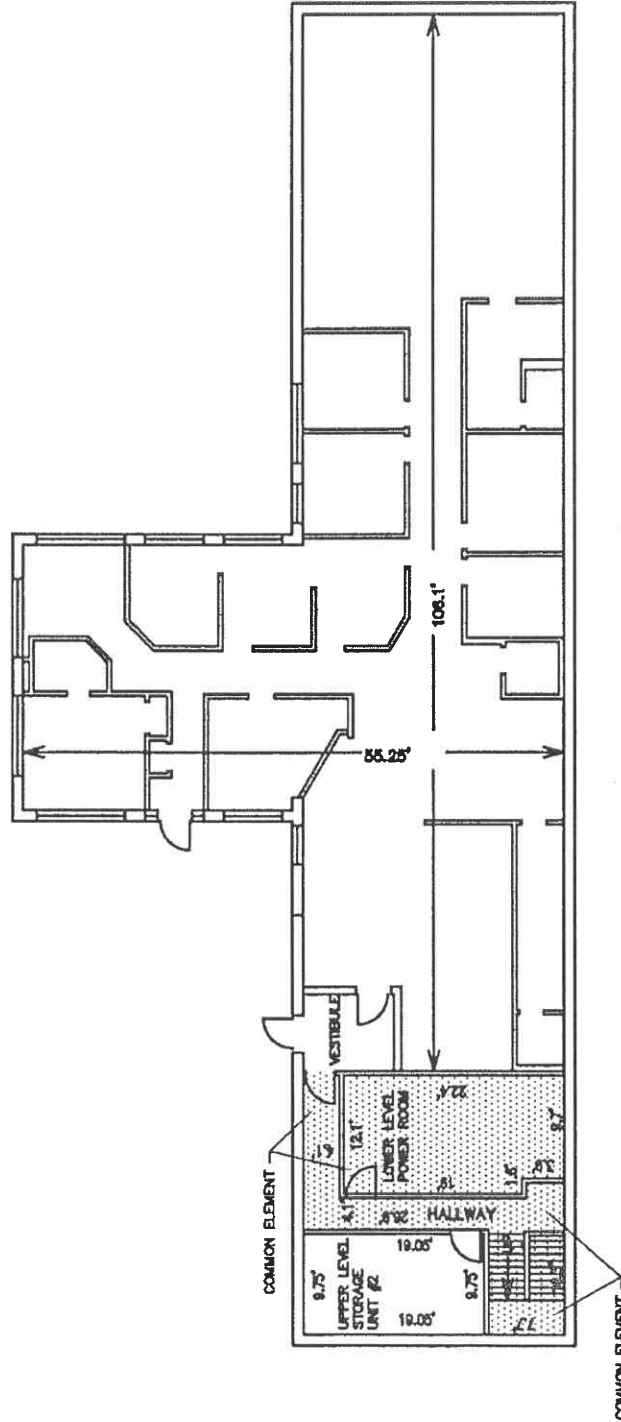
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING

PROJ. NO.: 10807	DATE: 12/14/2022	SHEET 1 OF 3
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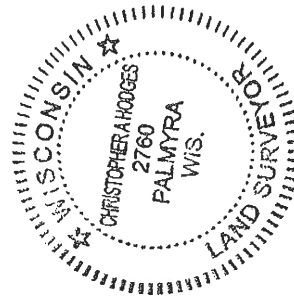


TOOTH CONDOMINIUMS OF LAKE GENEVA

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST
CITY OF LAKE GENEVA, WALKWORTH COUNTY, WISCONSIN



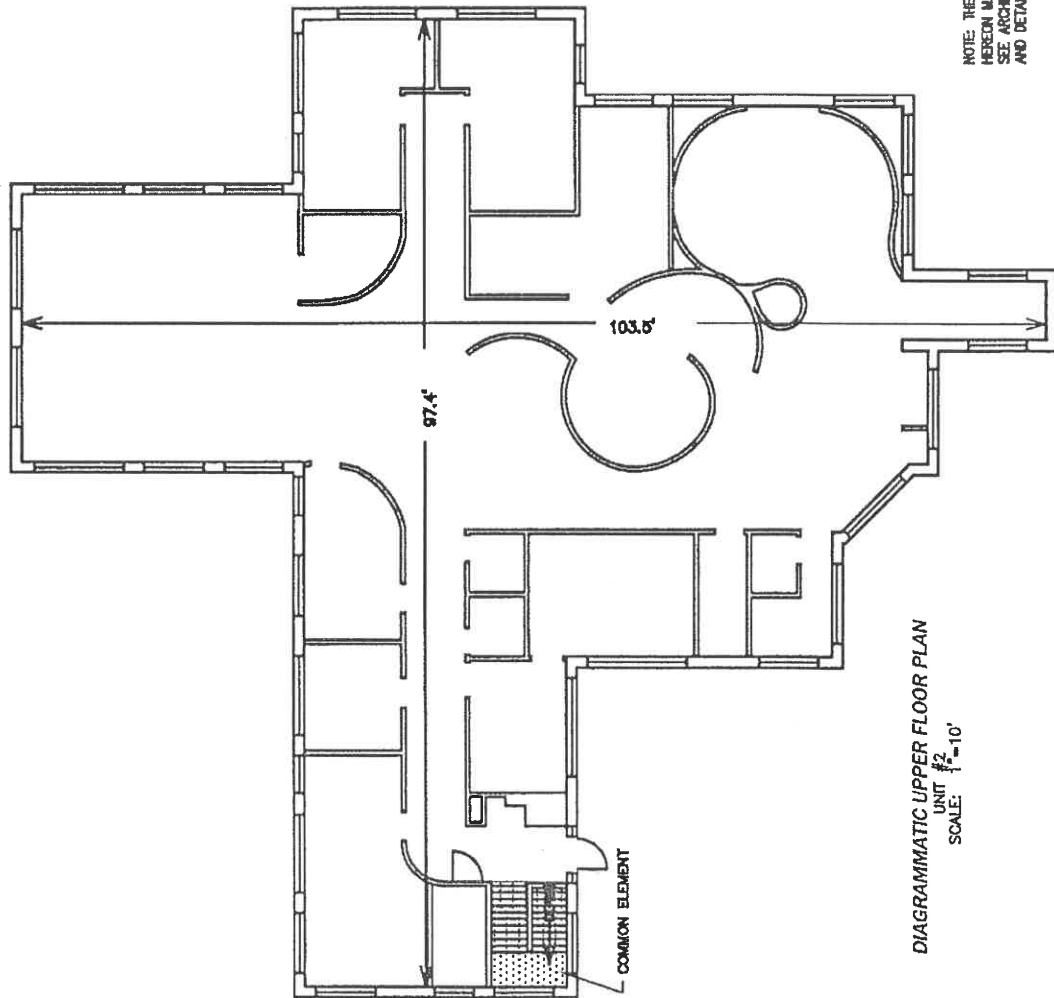
DIAGRAMMATIC LOWER FLOOR PLAN
UNIT #1
SCALE: 1/4"=10'



FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886
PROJ. NO.: 10807 DATE: 12/12/2022 SHEET 2 OF 3

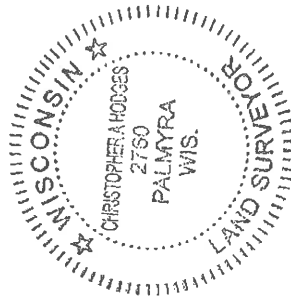
TOOTH CONDOMINIUMS OF LAKE GENEVA

LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

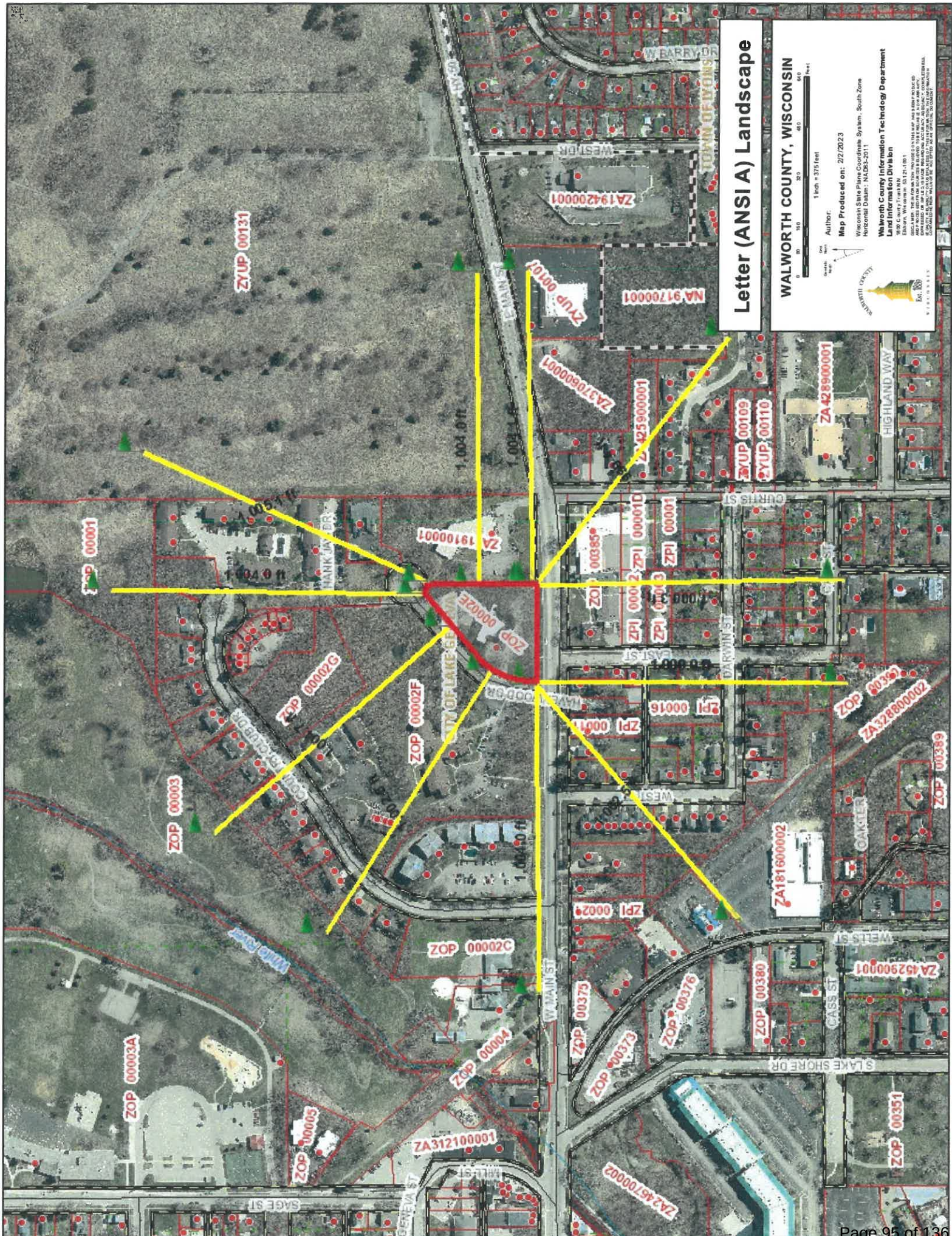


DIAGRAMMATIC UPPER FLOOR PLAN
UNIT #2
SCALE: 1/8"=10'

NOTE: THE FLOOR PLANS AND DIMENSIONS SHOWN
HEREON MAY BE APPROXIMATE AND/OR INCOMPLETE.
SEE ARCHITECTURAL PLANS FOR GREATER ACCURACY
AND DETAIL.



FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2096
FAX: (262) 723-5886
PROJ. NO.: 10807 DATE: 12/12/2022 SHEET 3 OF 3



City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

WOODLEY ASSETS
W 3411 LINCOLN
LAKE GENEVA, WI. 53147

TELEPHONE NUMBER OF CURRENT OWNER:

(262) 248-9210

OWNER SIGNATURE:

[Signature]

EMAIL ADDRESS:

jengerman@eng

PROJECT ADDRESS

999 S. LAKE SHORE

TAX KEY NUMBER:

2A206600002

NAME AND ADDRESS OF APPLICANT:

SAME

TELEPHONE NUMBER OF APPLICANT:

(262) 620-0102

EMAIL ADDRESS:

SAME

NAME AND ADDRESS OF SURVEYOR:

PAUL VAN HEKELUM
1200 LA SALLE ST.
LAKE GENEVA, WI.

TELEPHONE NUMBER OF SURVEYOR:

(262) 757-4776

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

DIVIDE LSN #2 INTO 2 COMPLYING LOTS
IN SR-4 DISTRICT. CREATION OF 2
LOTS. FROM ONE LARGE PARCEL.

SUBMITTAL CHECKLIST



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



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



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

SOMTA.

PROVIDE 1 FULL SET AND 8-11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.



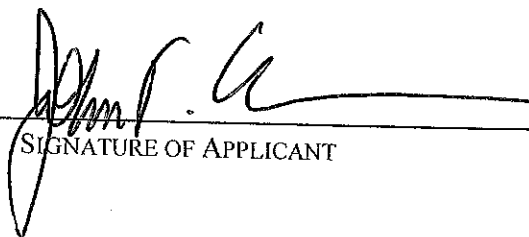
PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

3-3-2023

DATE


SIGNATURE OF APPLICANT

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** March 13, 2023

From: Gary R. Splinter, P.S.
Naomi Rauch, P.E.
262-758-6032

CC: Paul Van Henkelum – Cardinal Engineering LLC
Dave Nord – City Administrator
Amanda Rotondi – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: CSM REVIEW – REDIVISION LOT 2 CSM 2066 - S. Lakeshore Drive – RECOMMENDED APPROVAL
Kapur Project #22.0160 Phase 22

BACKGROUND AND REQUEST: We have completed a review of a Certified Survey Map dated March 2, 2023, prepared by Paul Van Henkelum of Cardinal Engineering. Our review was conducted to determine compliance with Chapter 236 of the Wisconsin State Statutes, Chapter 66 of the City of Lake Geneva Municipal Code, and good surveying practices.

Certified Survey Map comments:

- **GENERAL COMMENT** – The square footage in the surveyor's certificate appear to only include Lot 1 and Lot 2. Total square footage should be around 45,010.

Based on the information provided above we recommend approval of the proposed Certified Survey Map. Although the material has been reviewed, the surveyor is ultimately responsible for the thoroughness and accuracy of the Certified Survey Map with state statutes and municipal city code. Please contact me if you have any questions or comments pertaining to this project at (262) 758-6011 or gsplinter@kapurinc.com.



A REDIVISION OF LOT 2 OF CSM 2066 BEING PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 01, TOWNSHIP 01 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

[illegible]

SURVEYOR:
PAUL H. VAN HENKELUM
CARDINAL ENGINEERING LLC
1200 LA SALLE STREET
LAKE GENEVA, WI 53147
262-757-8776

BASIS OF BEARING:
ALL BEARINGS REFER TO GRID NORTH OF THE
WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE. NAD-83.
THE WEST LINE OF THE NE 1/4 SECTION 01-01-17 IS
ASSUMED TO BEAR S01°35'43"E.



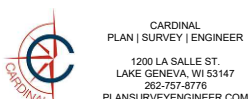
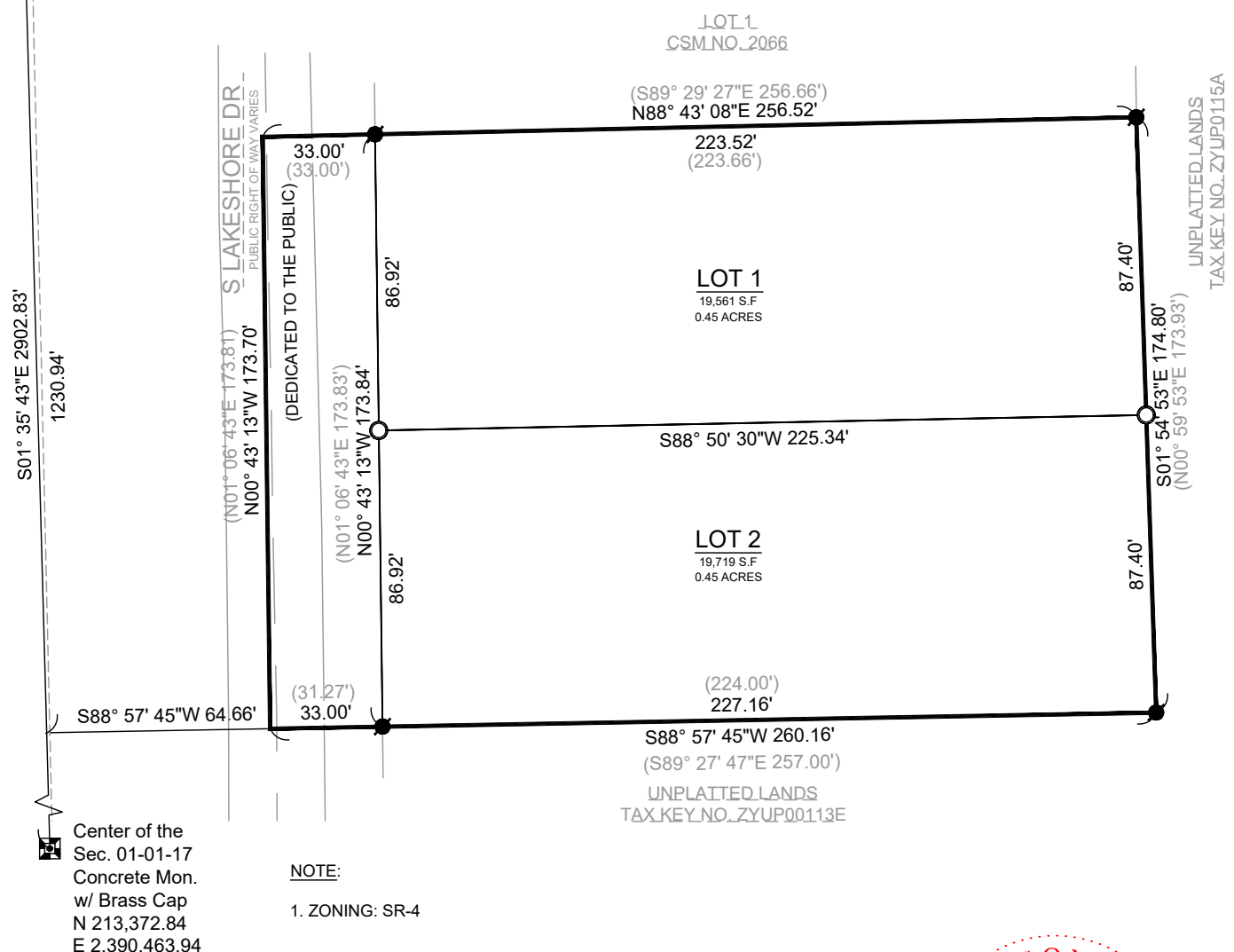
GRAPHIC SCALE

0 50 100 Feet

1 INCH = 50 FEET

N Corner of the
Sec. 01-01-17
Limestone Mon.
w/ Brass Cap
N 216,274.55
E 2,390,397.13

FOUND IRON ROD
MONUMENT
SET 1" I.D. IRON PIPE
18", 1.13#/ L.F.
RECORDED AS



Instrument drafted by Paul H. Van Henkelum,
P.L.S.#1931

SHEET 1 OF 2
DATE 03 / 02 / 2023
JOB No. 22460

CERTIFIED SURVEY MAP NO. _____

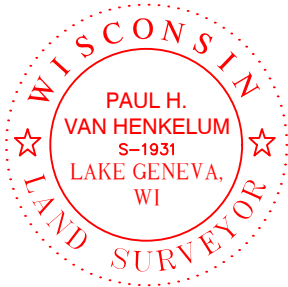
A REDIVISION OF LOT 2 OF CSM 2066 BEING PART OF THE NORTHWEST ¼ OF THE
NORTHEAST ¼ OF SECTION 01, TOWNSHIP 01 NORTH, RANGE 17 EAST, CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PAUL H. VAN HENKELUM, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND
HEREIN DESCRIBED:
SAID LAND IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 01, TOWNSHIP 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH
COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: A REDIVISION OF LOT 2 OF CSM NO. 2066 AS RECORDED IN VOL. 10 PG. 26 AS PER THE
WALWORTH COUNTY REGISTER OF DEEDS. CONTAINING 39,280 SQ. FT. MORE OR LESS.
I FURTHER CERTIFY THAT I HAVE MADE SAID MAP BY THE DIRECTION OF JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, OWNER OF SAID
LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN
STATUTES AND OF THE LAND DIVISION ORDINANCES OF THE CITY OF LAKE GENEVA IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20__

PAUL H. VAN HENKELUM,
PROFESSIONAL LAND SURVEYOR #1931



OWNER'S CERTIFICATE

AS OWNER, JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS
CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED HEREON.

AS OWNER OF SAID LAND, I FURTHER CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL:

1.) CITY OF LAKE GENEVA

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____, 20__
WOODLEY ASSETS LLC

By: _____
JOHN ENGERMAN; MANAGING MEMBER

STATE OF _____) ss
COUNTY OF _____)

THE ABOVE NAMED JOHN ENGERMAN, MANAGING MEMBER WOODLEY ASSETS LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED THE SAME.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NO MORTGAGE ON THE PROPERTY AT THE TIME OF RECORDING.

CERTIFICATE OF PLAN COMMISSION APPROVAL:

APPROVED BY THE PLAN COMMISSION OF THE CITY OF LAKE GENEVA
ON THIS _____ DAY OF _____, 20__.

CHARLENE KLEIN
CHAIRWOMAN

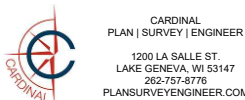
LANA KROPP
CITY CLERK

CERTIFICATE OF COMMON COUNCIL APPROVAL:

RESOLVED, THAT THIS CERTIFIED SURVEY MAP, IN THE CITY OF LAKE GENEVA, WISCONSIN,
IS HEREBY APPROVED BY THE CITY BOARD ON THIS _____ DAY OF _____, 20__.

CHARLENE KLEIN
MAYOR

LANA KROPP
CITY CLERK



Instrument drafted by Paul H. Van Henkelum,
P.L.S.#1931

SHEET 2 OF 2
DATE 03 / 02 / 2023
JOB No. 22460

Memo to City of Lake Geneva

To: Fred Walling, Zoning Administrator **Date:** March 13, 2023

From: Gary R. Splinter, P.S.
Naomi Rauch, P.E.
262-758-6032

CC: Christopher Hodges – Farris, Hansen & Associates Inc
Dave Nord – City Administrator
Amanda Rotondi – Building and Zoning Administrative Assistant
Tom Earle – Director of Public Works
Josh Gajewski – Utility Director
Greg Governatori P.E. – Kapur & Associates, Inc.

Subject: CSM REVIEW – Parcel consolidation – RECOMMENDED APPROVAL
Kapur Project #20.0163 Phase 03

BACKGROUND AND REQUEST: We have completed a review of a Certified Survey Map dated December 28, 2021, prepared by Christopher Hodges of Farris, Hansen & Associates Inc. Our review was conducted to determine compliance with Chapter 236 of the Wisconsin State Statutes, Chapter 66 of the City of Lake Geneva Municipal Code, and good surveying practices.

Certified Survey Map comments:

- 236.20 (2(h)) – Show the centerline of all streets.
- Appears the initial “Point of Beginning” should be called out on the 11 line of the Surveyor’s certificate.

General comments:

- Update all dates in certificates referring to 2021 and 2022.
- Remove red notes from page 1 of 3.

Based on the information provided above we recommend approval of the proposed Certified Survey Map, once the above revisions are completed. Although the material has been reviewed, the surveyor is ultimately responsible for the thoroughness and accuracy of the Certified Survey Map with state statutes and municipal city code.

Please contact me if you have any questions or comments pertaining to this project at (262) 758-6011 or gsplinter@kapurinc.com.

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #9

Current Property Owner:
Avalon Property LLC

875 Geneva Parkway
Lake Geneva, WI 53147

Request:
Geneva Parkway Parcel Lots ZLGBP 00010A, ZYUP 00157, ZYUP 00158, & NLY3100002, Lake Geneva, WI 53147
Proposed Certified Survey Map Lot Combination to create a single parcel of 5.76 acres

Description:

The applicant is submitting a Certified Survey Map (CSM) to combine four existing platted lots in the Lake Geneva Business Park, with Lot ZLGBP 00010A located north of Geneva Parkway, Lot ZYUP 00157 located immediately to its north, and Lots ZYUP 00158 and NLY3100002 located immediately to the east. The result will consolidate the majority of the parcels into the proposed Lot 1, a single parcel of 5.76 acres. It also creates a new Outlot 1, the purpose of which is to preserve roadway access for future development to the north and east. By platting this area as an outlot no development is permitted, thus reserving the area for potential access use in the future.

The proposed parcel complies with the lot requirements of the city, and with the minimum standards of the Planned Business Park (PBP) zoning district.

The proposed CSM depicts the existing utility easements located within the CSM.

The City Engineer reviewed the CSM for compliance with technical standards of State Statute Chapter 236 and identified four minor technical comments for revision, summarized in their memo dated 3/13/23. Once revised, the City Engineer recommends approval.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Certified Survey Map (CSM):

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

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

Staff Recommendation on the proposed Certified Survey Map (CSM):

Staff recommends that the Plan Commission recommend *approval* of the CSM as submitted.

*Sonja Kruesel, AICP
City Planning Consultant
Vandewalle & Associates*

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW



CERTIFIED SURVEY MAP or



SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Avalon Property LLC
875 Geneva Parkway N.
Lake Geneva WI 53147

TELEPHONE NUMBER OF CURRENT OWNER:

(262) 206-2190

OWNER SIGNATURE:

Aaron Fuschman

EMAIL ADDRESS:

aaron@plustechengineering.com

PROJECT ADDRESS

875 Geneva Parkway

TAX KEY NUMBER: ZL GBP00010A

NAME AND ADDRESS OF APPLICANT:

Peter Juergens
N2689 Sunset Blvd
Lake Geneva WI 53147

2Y4P00157
2Y4P00158
NLY3100002

TELEPHONE NUMBER OF APPLICANT:

(414) 588-2909

EMAIL ADDRESS:

pete.juergens05@gmail.com

NAME AND ADDRESS OF SURVEYOR:

Farris Hanson & Assoc Inc
7 Ridgeway Ct.
Elkhorn WI 53121

TELEPHONE NUMBER OF SURVEYOR:

(262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

To combine 4 parcels into one parcel
Allow for cutlot 1 for future access

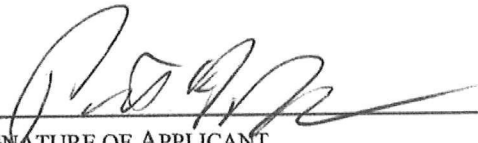
SUBMITTAL CHECKLIST

- _____ LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- _____ SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
- _____ CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
- _____ PROVIDE 1 FULL SET AND 8 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.
- _____ PROVIDE 1 DIGITAL COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

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

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

11-15-22
DATE


SIGNATURE OF APPLICANT



Walworth County, WI Land Information Division

Property Details

Municipality: TOWN OF LYONS
Parcel Number: N LY3100002
School District: 2884-LAKE GENEVA-GENOA CITY U
Zoning District:

Owner Information

Owner Name: AVALON PROPERTY LLC
Owner Name 2:
Mailing Address: 875 GENEVA PKWY NORTH

LAKE GENEVA WI, 53147

2021 Valuation Information

Land: \$41,800.00
Improvements: \$0.00
Total: \$41,800.00
Acres: 0.4000
Fair Market Value: \$54,600.00
Assessment Ratio: 0.7651724310
Mill Rate: 0.0161782240

Tax Information

First Dollar Credit: \$0.00	School Credit: \$90.24
Special Assessment: \$0.00	Lottery Credit: \$0.00
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$676.26	Woodland Tax Law Taxes: \$0.00
Net Tax: \$676.26	

Tax Jurisdictions

GATEWAY TECHNICAL \$39.43
TOWN OF LYONS \$39.14
WALWORTH COUNTY \$173.45
LAKE GENEVA J1 SCHOOL DIST \$244.70
LAKE GENEVA-GENOA CITY UHS \$160.88
CDEB LAKE GENEVA J \$18.66

Elected Officials / Voting Districts

Supervisory District: Joseph H. Schaefer (D2)
State Representative: Tyler August (R) (Wisconsin's 32nd Assembly District)
State Senator: Stephen Nass (R) (Wisconsin's 11th Senate District)
US Representative: Bryan Steil (R) (Wisconsin's 1st District)
US Senator: Johnson, Ron

Special Assessments / Charges

Soil Classification

<u>Soil Type</u>	<u>Soil Name</u>	<u>Acres</u>
MpB	MCHENRY SILT LOAM, 2 TO 6 PERCENT SLOPES	0.3378
CrD2	O-RODMAN COMPLEX, 12 TO 20 PERCENT SLOPES, ER	0.0645

Property Address

Legal Description

A 20' WIDE BY 875' LONG STRIP RUNNING NS ALG THE E LN SW 1/4 NE 1/4 SEC 31 T 2 NR 18 E THIS STRIP HAS BEEN OMITTED FROM THE ROLL SINCE 1970

Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

SOILS: CeC2, CrD2, MpB, Ph

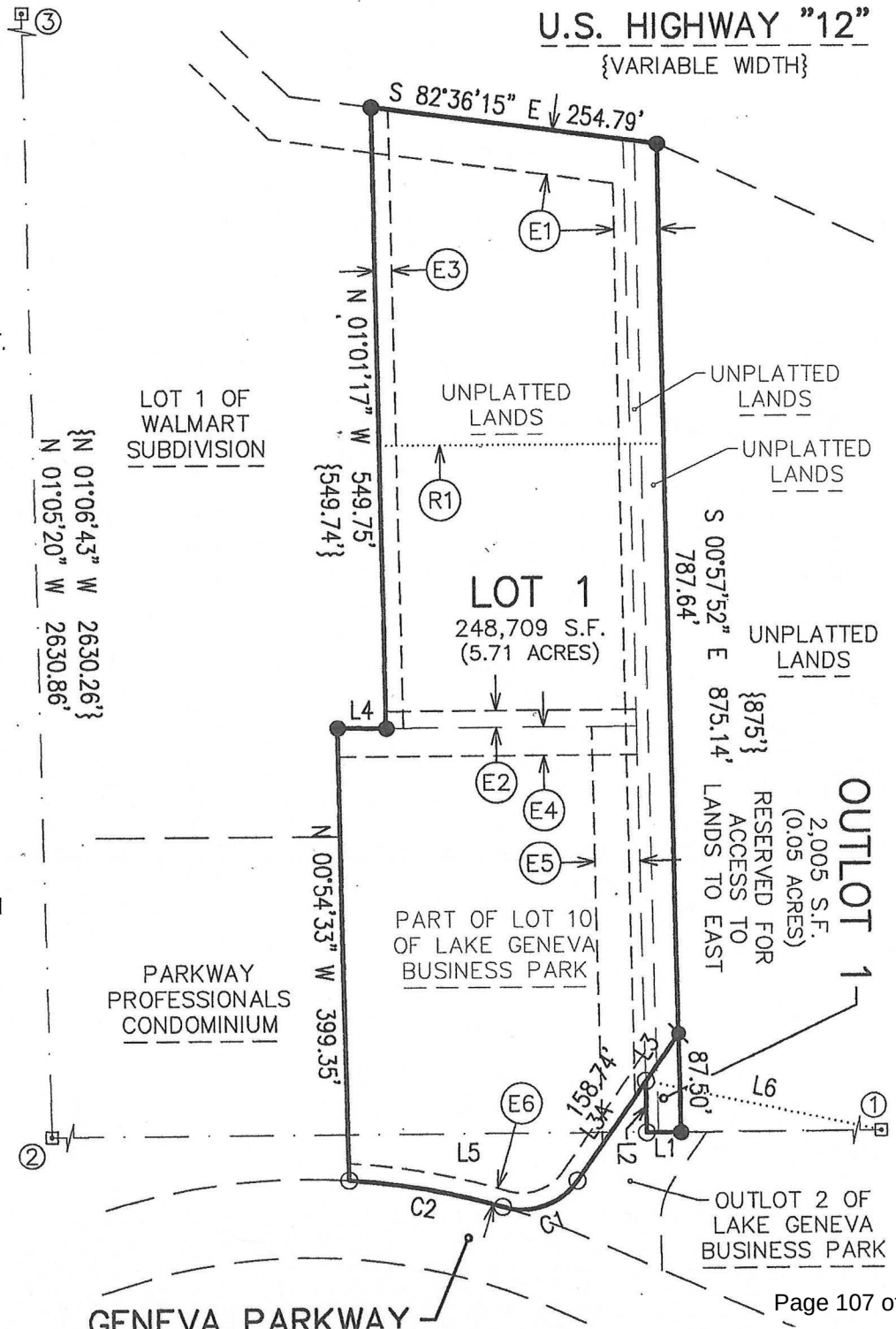
CERTIFIED SURVEY MAP NO. _____

This map is not accurate
and can not be recorded
until the annexation occurs.

A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

LEGEND

- = FOUND IRON PIPE
STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR
STAKE, 3/4" DIA.
- ▣ = FOUND CONCRETE -
COUNTY MONUMENT
W/BRASS CAP
- ⚓ = SET IRON REBAR ST.
3/4" x 18" x 1.13
lbs/ft
- {XXX} = RECORDED AS
- ① = E. 1/4 CORNER
31-2-18
{218,950.10 N.}
{2,398,242.41 E.}
- ② = CENTER
31-2-18
{218,944.45 N.}
{2,395,618.21 E.}
- ③ = N. 1/4 CORNER
31-2-18
{221,574.20 N.}
{2,395,567.17 E.}
- ① → ③ USED TO ESTABLISH
BEARING BASIS -
N 45°33'10" W
3747.53' {3747.40'}



A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF AARON HIRSHMAN, REPRESENTATIVE FOR AVALON PROPERTY LLC, OWNER, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCE FOR THE CITY OF LAKE GENEVA, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:

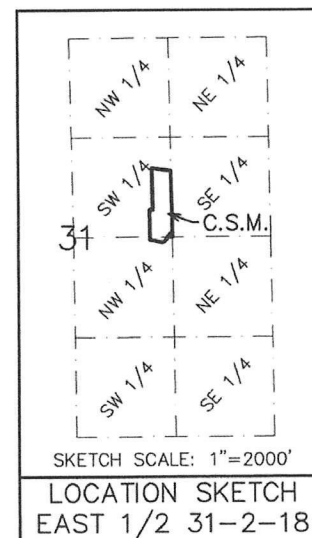
PART OF LOT 10 OF LAKE GENEVA BUSINESS PARK AND OTHER LANDS LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE EAST 1/4 CORNER OF SECTION 31, TOWN 2 NORTH, RANGE 18 EAST; THENCE N 88DEG 12MIN 09SEC W 1344.16 FEET TO AN IRON PIPE STAKE FOUND MARKING THE EASTERLY-MOST CORNER OF LOT 10 OF LAKE GENEVA BUSINESS PARK; THENCE ALONG THE BOUNDARY OF SAID LOT 10, S 35DEG 00MIN 51SEC W, 107.55 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 10, 75.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS S 70DEG 56MIN 53SEC W, 70.45 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 10, 137.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 596.13 FEET AND A CHORD WHICH BEARS N 79DEG 42MIN 46SEC W, 137.25 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF PARKWAY PROFESSIONALS CONDOMINIUM; THENCE ALONG THE EASTERLY BOUNDARY OF SAID CONDOMINIUM EXTENDED NORTHERLY, N 00DEG 54MIN 33SEC W, 399.35 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE BOUNDARY OF LOT 1 OF WALMART SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID LOT 1, S 89DEG 48MIN 17SEC E, 42.93 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 1, N 01DEG 01MIN 17SEC W, 549.75 FEET TO AN IRON REBAR STAKE FOUND MARKING THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ALONG THE SOUTHERLY RIGHT OF WAY BOUNDARY OF U.S. HIGHWAY "12"; THENCE ALONG SAID HIGHWAY, S 82DEG 36MIN 15SEC E, 254.79 FEET TO AN IRON REBAR STAKE; THENCE S 00DEG 57MIN 52SEC E, 875.14 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE NORTHERLY BOUNDARY OF OUTLOT 2 OF LAKE GENEVA BUSINESS PARK; THENCE ALONG THE BOUNDARY OF SAID OUTLOT 2, S 89DEG 58MIN 03SEC W, 30.21 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID OUTLOT 2, N 00DEG 47MIN 31SEC W, 45.58 FEET TO THE POINT OF BEGINNING. CONTAINING 250,713 SQUARE FEET (5.76 ACRES) OF LAND, MORE OR LESS.

DATED: 11/17/2022

CHRISTOPHER A. HODGES PLS 2760

CURVE	TANGENT IN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT OUT
C1	S 34°59'54" W	60.00'	71°54'00" {71°54'34"}	S 70°56'53" W	70.45' {70.46'}	75.29' {75.30'}	N 73°06'07" W
C2	N 73°06'09" W	596.13'	13°13'16"	N 79°42'46" W	137.25'	137.56'	N 86°19'24" W

LINE	BEARING	DISTANCE
L1	S 89°58'03" W	30.21'
L2	N 00°47'31" W	45.58' {45.67'}
L3	S 35°00'51" W	107.55' {107.57'}
L4	S 89°48'17" E	42.93' {42.99'}
L5	S 89°48'17" E {S 89°52'36" W}	2625.36' {2624.22'}
L6	N 88°12'09" W	1344.16'



THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES
PROJECT: 10095
DATE: 11/17/2022
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP NO. _____

(b) Any building or structure constructed on the Exhibit "G" real estate shall be delimited to a total height (not including roof-top mechanical equipment attached to said building or structure) of eighteen (18') feet above the average finished ground elevation at the perimeter of any such building or structure.

The restrictive covenants as described in this paragraph shall remain in full force and effect until released by the owner of the Exhibit "A" real estate or unless unilaterally released by Grantee in the event Grantee exercises Grantee's option to purchase the Exhibit "G" real estate from Grantor on the terms and conditions as set forth in a Purchase Agreement between Grantee and Grantor, providing for the purchase of the Exhibit "A" real estate.

2. Utility Easement. Grantor hereby grants to Grantee a perpetual easement over, under and across the Exhibit "B" real estate, the confines of said easement described in Exhibit "C" and which easement shall benefit and be appurtenant to the Exhibit "A" real estate. The easement as described in this paragraph shall be a perpetual and exclusive easement for utilization of Grantee and Grantee's heirs, successors and assigns to the Exhibit "A" real estate or any part thereof and shall be utilized by Grantee for laying and constructing sanitary sewers, storm drains, water mains, electric and gas installations, telephone lines and any other utilities deemed necessary by Grantee for servicing the Exhibit "A" real estate.

3. Drainage Easement.

APPLICATION FOR ZONING MAP AMENDMENT

Name of Applicant: Peter Juergens

Address of Applicant: 12689 Sunset Blvd
Lake Geneva WI 53147

Telephone No. (414) 588-2909

Fax and/or email: () pete.juergens05@gmail.com

Name of Owner: Avalon Property LLC

Address of Owner: 875 Geneva Parkway North
Lake Geneva WI 53147

Telephone No. (262) 206-2190

Fax and/or email: () aaron@plastecheengineering.com

Owner Signature: Aaron Hirschen

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

Current TAX Key # NLY 3100002 See Attached
ZYUP 00158 MAPS
ZYUP 00157

Zoning Classification change from: Planned Business to Planned Business Park

Reason for requesting Proposed Amendment: To Allow Expansion
of plasteche Engineering Mtg. plant

Proposed use of property: Production of Medical Equipment

Fee of \$400.00 payable upon filing application.

2-14-2023
Date

[Signature]
Signature of Applicant

_____ (c) Written justification for the proposed map amendment:

_____ Indicating reasons why the Applicant believes the proposed map amendment is in harmony with the recommendations of the City of Lake Geneva Master Comprehensive Plan, particularly as evidenced by compliance with the standards set out in Section 98-903(4)(c)1.-3. (See following page.)

III. JUSTIFICATION OF THE PROPOSED ZONING MAP AMEDMENT

1. How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 98-005 (and, for floodplains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA))?

The proposed amendment adopts the existing zoning,
which is contiguous to this property, and has no
impact on wetlands and/or DNR rules or
FEMA regulations.

2. Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Please provide explanation in space below.)

- a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
- b. A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading;
- c. Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district;
- d. Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.

A- This zoning change will conform with the current comprehensive plan.
C- This zoning change will allow for further development of the
business park and existing business.

3. How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The amended zoning maintains the desired consistency of
land use, and has no impact on the business park plan.

FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 1 full scale copy in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 8 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____

A PARCEL CONSOLIDATION CERTIFIED SURVEY MAP
LOCATED IN PART OF THE SW 1/4 OF THE NE 1/4
AND PART OF THE NW 1/4 OF THE SE 1/4 OF
SECTION 31, TOWN 2 NORTH, RANGE 18 EAST, CITY
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LEGEND

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STAKE, 1 3/8" O.D.
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STAKE, 3/4" DIA.
- ▣ = FOUND CONCRETE
COUNTY MONUMENT
W/BRASS CAP
- ⦿ = SET IRON REBAR ST.
3/4" x 18" x 1.13
lbs/ft

{XXX} = RECORDED AS

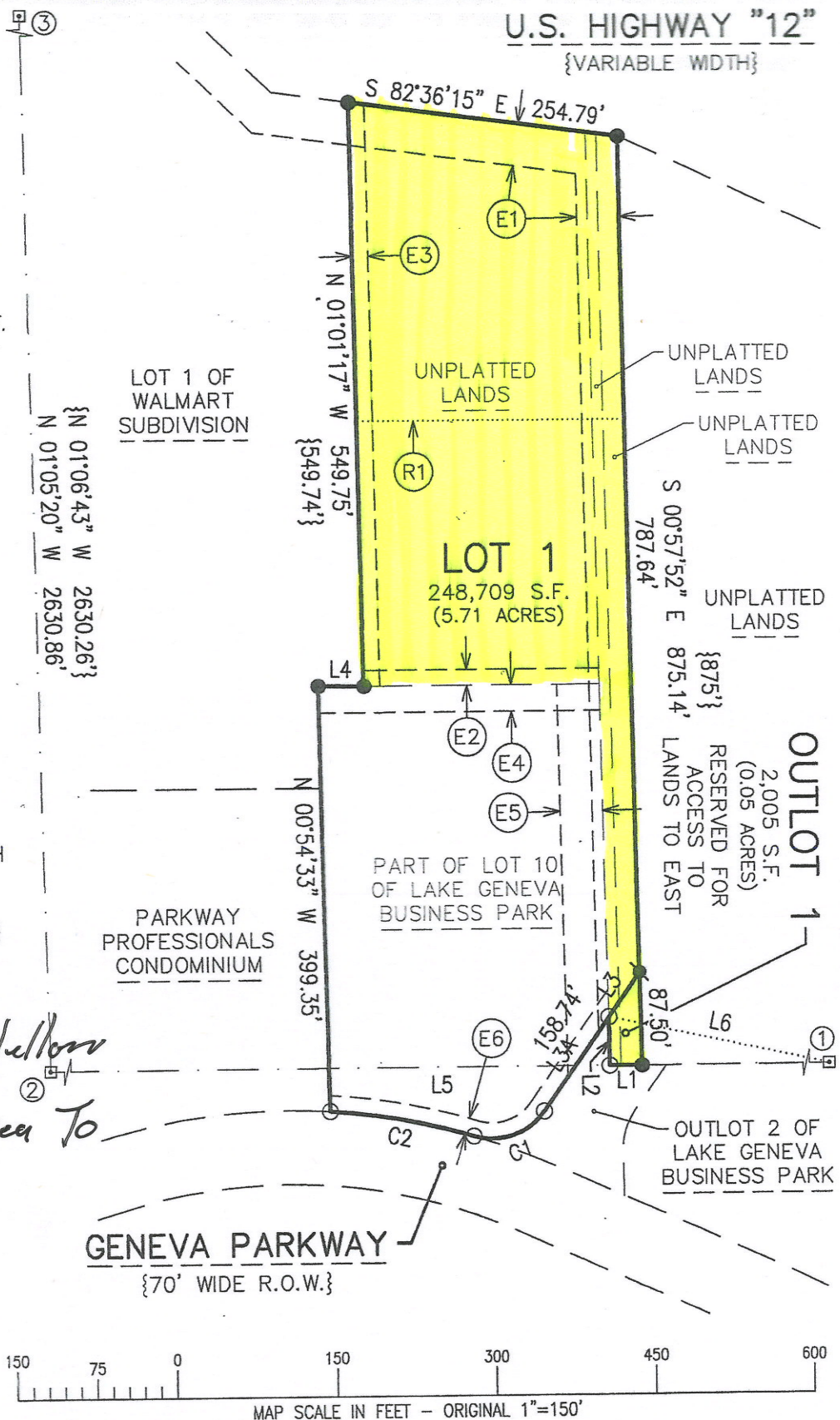
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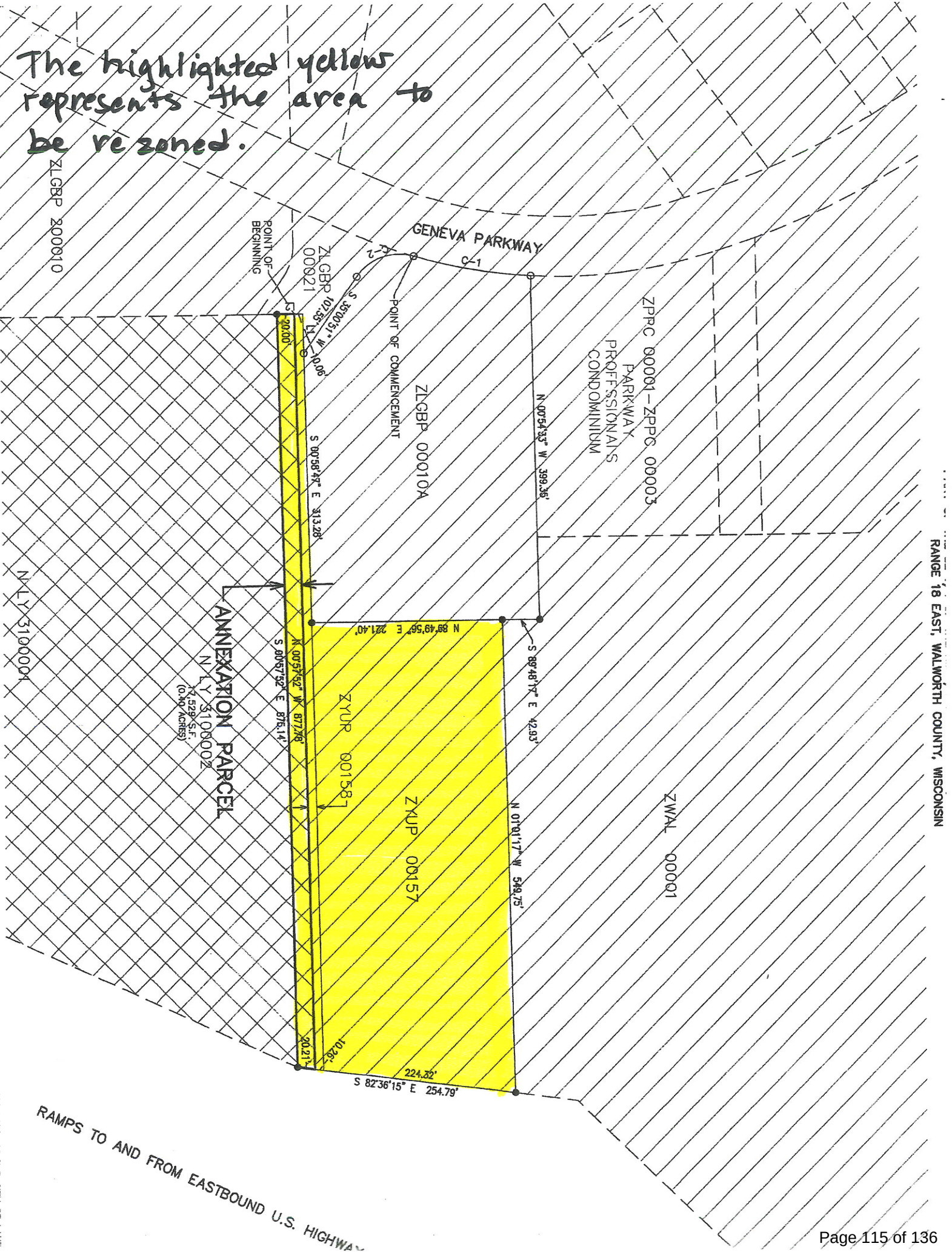
- ①→③ USED TO ESTABLISH
BEARING BASIS -
N 45°33'10" W
3747.53' {3747.40'}

The highlighted yellow
Represents The Area To
Be Rezoned



THIS INSTRUMENT DRAFTED
BY CHRISTOPHER A. HODGES
PROJECT: 10095
DATE: 02/09/2023
SHEET 1 OF 3 SHEETS

The highlighted yellow represents the area to be rezoned.



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #10

Applicant:

Peter Juergens
N2689 Sunset Boulevard
Lake Geneva, WI 53147

Request:

Proposed Zoning Map Amendment
Rezoning of Lots ZYUP 00157, ZYUP 00158, and
NLY 3100002 from Planned Business (PB Zoning
District) to Planned Business Park (PBP Zoning District)

Site Details for Lots ZYUP 00157, ZYUP 00158, and NLY 3100002:

Lot ZYUP 00157 Acres: 2.73
Lot ZYUP 00157 Acres: 0.2
Lot NLY 3100002 Acres: 0.4
Lot Owner (for all parcels): Avalon Property LLC
Current Zoning: PB Planned Business
Comprehensive Plan: No conflicts identified

Project Description:

The City received a rezoning application for Parcel No. ZYUP 00157, Parcel No. ZYUP 00158, and Parcel No. NLY 3100002). The applicant, Plas-Tech Engineering (represented by Peter Juergens), is requesting to rezone from the PB Planned Business zoning district to the PBP Planned Business Park zoning district, to accommodate the future expansion of Plas-Tech Engineering's medical equipment production manufacturing plant.

Rezoning Procedure:

Rezoning is a change to the zoning district on the zoning map, thus the ordinance section that controls in this case is Section 98-902 "Amendment of Official Zoning Map". In making its recommendation, the Plan Commission may consider whether the requested rezone:

- Advances the purpose of the zoning district
- Is in harmony with the comprehensive plan
- Maintains the overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
- Addresses any of the following:
 - The designations of the zoning map are not in conformance with the Comprehensive Plan
 - Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - Growth patterns or rates have changed, creating the need for an amendment to the zoning map.

The Plan Commission shall hold a public hearing and make a recommendation within 90 days of filing of a complete application. Plan Commission shall make a recommendation based on the considerations in Section 98-902 and whether the public benefits outweigh potential adverse impacts of the proposed amendment. The Common Council then considers the Plan Commission's recommendation.

Consistency with the Comprehensive Plan:

The applicant's submission constitutes an official rezoning request (map amendment). All zoning map amendments shall be consistent with the Comprehensive Plan in accordance with State Law. The Comprehensive Plan recommends these parcels as Planned Industrial. This category allows for high-quality indoor manufacturing, office, and research and development land uses, such as those included within the Planned Business Park land use category.

The rezoning request is for planned expansion of the Plas-Tech Engineering manufacturing plant for the production of medical equipment, which is an appropriate land use for the Planned Business Park land use district. The proposed rezoning request is consistent with the desired type of land use planned for within the Comprehensive Plan. There are no conflicts between the goals identified with the rezoning request and the goals, objectives, and policies of the Comprehensive Plan.

Staff Recommendation:

Procedural steps require a recommendation by the Plan Commission to the Common Council on the proposed Zoning Map Amendment. If the Plan Commission finds the request to be appropriate and consistent with standards reviewed in this staff evaluation, staff recommends **approval** of the proposed rezoning request to the Planned Business Park district with the following findings of fact and no conditions of approval:

Findings of Fact:

1. The proposed rezoning request furthers the purposes of the Zoning Ordinance and Comprehensive Plan Future Land Use Map.
2. The proposed rezoning amendment to the Official Zoning Map maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

*Sonja Kruesel, AICP
City Planning Consultant
Vandewalle & Associates*

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing the issuance of a Conditional Use Permit to allow for a Husbandry land use (goat grazing) in the Rural Holding (RH) zoning district at the Hillmoor property located at 333 E. Main Street: Tax Key No. ZYUP00131			
Committee:	Plan Commission approved March 20, 2023		
Fiscal Impact:	N/A		
File Number:	23-R16	Date:	March 27, 2023

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: March 20, 2023

Agenda Item #11

Applicant:
City of Lake Geneva

Request:
333 E. Main Street
Conditional Use Permit
Husbandry

Description:

The City of Lake Geneva is submitting a proposal for a Conditional Use Permit (CUP) for Husbandry within the Rural Holding (RH) zoning district. Specifically, the City is requesting this use to allow for a company called Vegetation Solutions to remove vegetation from the former Hillmoor golf course property. According to the company's website, goats and sheep are placed on the site to eat vegetation, including invasive species and noxious growing weeds. The animals will be placed on a roughly three-acre area located just north of the main entrance, near the former tee boxes on the east side of West Drive. Animals will be enclosed by a solar electric fence and a second perimeter fence. The animals are expected to be on the site for 7-10 days, but the conditional permit will enable the animals to be employed on the site as needed anytime, as long as the conditional use permit remains valid.

A Husbandry land use is an agricultural use that includes operations primarily oriented to the on-site raising and/or use of animals. Husbandry uses are only permissible in the RH zoning district and they require a conditional use permit. Animal containments or pastures must be located a minimum of 10 feet from any residentially zoned property. This requirement is easily met. Husbandry uses also requires one parking space per employee. Ample parking is provided near the former tee boxes off of West Drive.

Action by the Plan Commission:

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

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

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

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

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

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

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

B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Factors 1-6 listed above.

Staff Recommendation:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.
3. Staff recommends the following *additional conditions of approval* be attached:
 - a. None

Suggested Motions:

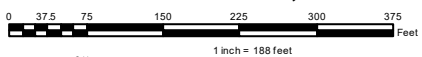
- *Approve:* I recommend approval of the proposed *Conditional Use Permit for the City Lake Geneva, 626 Geneva Street, Lake Geneva, WI, to allow for a Husbandry land use in the Rural Holding (RH) zoning district located at 333 E. Main Street, Tax Key No, ZYUP 00131*, including the affirmative set of findings, and any additional conditions of approval recommended by staff.
- *Deny:* I recommend denial of the proposed *Conditional Use Permit for the City Lake Geneva, 626 Geneva Street, Lake Geneva, WI, to allow for a Husbandry land use in the Rural Holding (RH) zoning district located at 333 E. Main Street, Tax Key No, ZYUP 00131*, because *[provide rationale for denial, based on substantial evidence]*

Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates



Legal Landscape

WALWORTH COUNTY, WISCONSIN



Author:

Map Produced on: 1/18/2023

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001



DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED
AND PROCESSED BY WALWORTH COUNTY INFORMATION TECHNOLOGY DEPARTMENT.
NO WARRANTY IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS,
LEGIBILITY, RELIABILITY OR USEFULNESS OF THE INFORMATION. THE INFORMATION
CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

CITY OF LAKE GENEVA

AGENDA ITEM REQUEST FORM

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

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

Cynthia Yager & Mary Jo Fesenmaier

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

Discussion/recommendation regarding Dark Stores legislation and the steps the city plans to take to address it.

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

Common Council

4. Date of meeting(s).

3/27/2023

Signature: Cynthia Yager

Date: 3/17/2023

Signature: Mary Jo Fesenmaier

Date: 3/17/2023

For Office Use Only

Date Received by Clerk: MARCH 17, 2023

Committee/Council and Meeting Date Scheduled: _____

Notes: _____

Copies Provided to: City Administrator

Close Loopholes Causing More of Property Tax Burden to Shift from Commercial to Residential

Whereas, home owners in Wisconsin already pay 70% of the total statewide property tax levy; and

Whereas, home owners in the City of Lake Geneva already pay 71% of the total City property tax levy; and

Whereas, that disproportionate burden is about to get much worse unless the Legislature closes loopholes that national chains like Walgreens, and big box retail establishments like Target are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

Whereas, a carefully-orchestrated wave of 100s of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

Whereas, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be only half of its actual value on the open market; and

Whereas, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenue back to the stores; and

Whereas, there are over 200 Walgreens stores located in Wisconsin's cities and villages; and

Whereas, Target, Lowe's, Meijer, Best Buy, and other big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new, thriving store should be based on comparing their buildings to nearby vacant or abandoned stores from a different market segment; and

Whereas, Commercial Property assessments in the City of Lake between 2014 and 2015 has dropped 1.7%, thus leading to increased dependence on home owners in the City. In addition Best Buy was able to drop its property value by \$2.2 million in 2016; and

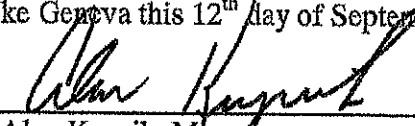
Whereas, the Republican-controlled Indiana state Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

Whereas, the Michigan state house overwhelmingly passed similar legislation in May of 2016.

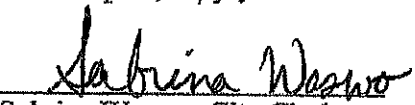
Now, Therefore, Be It Resolved, that the common council of the City of Lake Geneva urges the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of properties; and
2. Assessors must, when using the comparable sale method of valuation, consider as comparable those sales exhibiting a similar highest and best use market segment, rather than similarly sized but abandoned properties.

Granted by action of the Common Council of the City of Lake Geneva this 12th day of September, 2016.


Alan Kupsik, Mayor

ATTEST:


Sabrina Waswo, City Clerk

CITY OF LAKE GENEVA RESOLUTION 18-R42
NOTICE OF REFERENDUM ELECTION REGARDING
“CLOSING DARK STORE LOOPHOLES”

THE COMMON COUNCIL OF THE CITY OF LAKE GENEVA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, The City of Lake Geneva is a political subdivision of the State of Wisconsin; and

WHEREAS, The City of Lake Geneva is interested in closing the State of Wisconsin “Dark Store” loopholes; and

WHEREAS, home owners in Wisconsin already pay 68% of the total statewide property tax levy; and

WHEREAS, home owners in the City of Lake Geneva already pay 72% of the total City property tax levy; and

WHEREAS, that disproportionate burden is about to get much worse unless the Legislature closes loopholes that national chains like Walgreens, and big box retail establishments like Target are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

WHEREAS, a carefully orchestrated wave of lawsuits in Wisconsin are forcing assessors to slash the market value of thriving national retail stores, and shifting their tax burden to local small businesses and homeowners; and

WHEREAS, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their properties for property tax purposes should only be half of their actual values on the open market; and

WHEREAS, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenues back to the stores; and

WHEREAS, there are over 200 Walgreens stores located in Wisconsin’s cities and villages; and

WHEREAS, Target, Lowe’s, Meijer, Best Buy, and other big box chains are using what is known as the “Dark Store Theory” to argue that the assessed value of a new and thriving store should be based on comparing their buildings to nearby vacant or abandoned stores from a different market segment; and

WHEREAS, Commercial Property assessments in the City of Lake Geneva between 2014 and 2015 dropped 1.7%, and Best Buy alone, was able to lower its assessed value by \$2.2 million, leading to increased dependence on home owners tax revenue in the City, and

WHEREAS, the Republican-controlled Indiana state Legislature has overwhelmingly passed legislation on two occasions in the last two years prohibiting assessors from valuing new big box stores on the same basis as nearby abandoned stores from different market segments; and

WHEREAS, the Michigan state house overwhelmingly passed similar legislation in May of 2016.

WHEREAS, The City of Lake Geneva wishes to gauge the voters interest in "Closing Dark Store Loopholes";

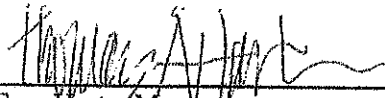
NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Lake Geneva does hereby approve a Non-Binding Referendum for the November 6, 2018 election as follows:

Should the state legislature protect residential property taxpayers by preventing commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners who already pay 68% of the statewide property tax levy by enacting legislation that: 1) prohibits using closed, vacant (dark) properties as comparable properties for determining the assessed value of open, occupied, and fully operational properties; and 2) overturns the 2008 Wisconsin Supreme Court decision in Walgreens v. City of Madison, which is being interpreted by the courts as requiring municipalities to assess many leased commercial properties at a substantial discount, often 50% below the actual sale prices of such properties?

A **YES** vote will recommend that the State Legislature pass legislation to prevent commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners

A **NO** vote will recommend that the State Legislature not pass legislation to prevent commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners

Adopted by the Common Council of the City of Lake Geneva on May 29, 2018.



Tom Hartz, Mayor

ATTEST:



Lana Kropf, City Clerk

Why Wisconsin municipalities see 'major victory' in state Supreme Court 'dark store' decision



Jeff Bollier

Green Bay Press-Gazette

Published 5:04 a.m. CT Feb. 21, 2023 | Updated 9:17 a.m. CT Feb. 21, 2023

A Wisconsin Supreme Court opinion issued Thursday is being celebrated as a big win for cities and villages beset by big box store operators seeking significant cuts to their property tax payments.

The League of Wisconsin Municipalities on Monday hailed the state Supreme Court's opinion, which sided with the city of Delavan over Lowe's Home Centers LLC as a rejection of the "dark store loophole" big box retailers have used for nearly a decade to slash property values and their tax bills.

The lawsuits are called "dark store" cases because retailers like Lowe's, Woodman's, Menards, and Walmart use nearby empty, distressed stores to argue cities, villages and towns overvalued their active buildings by millions of dollars. Though often settled before trial, cases can be costly for communities to litigate and amount to a concerted effort to pressure local governments to reduce major retailers' and commercial developers' property tax payments by tens of thousands of dollars, the League said.

"We hope today's court decision brings an end to that practice," said Claire Silverman, legal counsel for the League of Municipalities, in a media release headlined "Ding Dong the Dark Store is Dead."

More: For years, big box stores have sued Wisconsin cities to lower their tax bills. Judges have started to side with the cities.

What's the case?

Lowe's Home Improvement sued the city of Delavan to challenge the city's 2016 and 2017 property valuation of \$8.9 million for one of its stores. The retailer claimed the valuation was excessive when compared to vacant big box stores, should not have been presumed correct, and the proper value was closer to \$4.6 million.

Delavan argued its determinations were accurate, that the properties Lowe's said its store should be valued based on were unoccupied, and should be excluded from its property value analysis.

The Walworth County Circuit Court upheld Delavan's assessments, but Lowe's appealed the decision to appellate courts. When the state's Second District Court of Appeals sided with the county judge, Lowe's appealed to the Wisconsin Supreme Court.

The state Supreme Court held oral arguments on the case in September before issuing its ruling on Feb. 16. The court's opinion had the support of all seven justices. Justice Rebecca Grassl Bradley did file a concurring opinion, which is an explanation that agrees with the court's decision but highlights different reasons for doing so. Justice Patience Roggensack joined Bradley's concurring opinion.

"We determine that the assessments in this case were properly afforded a presumption of correctness," the court wrote in a majority opinion authored by Justice Ann Walsh Bradley. The justices also determined that "Lowe's failed to demonstrate that the City's assessments were excessive" and gave deference to lower court findings.

"We determine that the assessments in this case were properly afforded a presumption of correctness," the court wrote in a majority opinion authored by Justice Ann Walsh Bradley. The justices also determined that "Lowe's failed to demonstrate that the City's assessments were excessive" and gave deference to lower court findings.

Is the dark store loophole dead?

It's not likely that every retailer will cease filing or withdraw active dark store lawsuits because of the ruling.

But the Wisconsin Supreme Court's decision last week gives some heart to communities like the village of Bellevue, southeast of Green Bay, that has defended itself against several dark store cases filed by Walmart and Menards. One Walmart case, filed in July, remains open in Brown County Circuit Court.

Andrew Vissers, Bellevue's community development director, said Walmart claims its store is worth about \$5 million, a little more than half of the village's assessed value. The devaluation would cost the village about \$70,000 per year in tax revenue. The village's residential, commercial and industrial property owners would have to make up the difference.

"Some settlements might cost tens of thousands of dollars," Vissers said. "It adds up when you think about the level of service we provide our constituents and the additional burden it puts on residential property owners."

Why should I care?

Money. Specifically, your property taxes, which it seems no one wants to see increase.

For almost a decade, big box retailers such as Woodman's, Menards, Lowes Home Improvement and Walmart have filed dark store lawsuits challenging village and city property assessments. Communities that lost these cases would have to refund tens or hundreds of thousands of dollars in property taxes to these companies.

Communities have to make up those lost property tax dollars, often by shifting the burden to residential property owners who in recent years have paid about \$68 of every \$100 in property tax collected statewide. In 1970, for comparison, the League said residential property owners paid \$50 of every \$100.

Why are cities, villages and towns pleased with the court's decision?

The League is pleased because communities have faced dark store challenges, as well as related challenges going back to a Wisconsin Supreme Court 2008 decision involving Walgreens that limited how assessors could use lease payments to determine a property's value.

Silverman in the release called dark store tactics aggressive and novel theories that represented an expansive interpretation of the court's 2008 decision that amounted to "an unfair tax break" for national retailers and owners of big box commercial properties.

"It's incredibly expensive to litigate these cases and owners of big box commercial properties who assert these theories unsupported by the law, like dark store, are trying to pressure local governments to reduce their tax assessments," Silverman said.

The court's decision, Vissers said, means stores may face more of an uphill battle if they do decide to take cities, villages and towns to court.

"This lays the groundwork for communities to say 'You can try, but there is case law to discourage it,'" Vissers said. ~~"It hopefully sets the narrative that you can challenge (assessments), but there's a logic and case law" behind them.~~

What do the property owners/retailers say?

Wisconsin Manufacturers and Commerce, the state's combined chamber of commerce and manufacturers association, has filed amicus briefs in dark store cases, including this one, and organized a coalition opposed to changes to state law aimed at curbing dark store suits. Amicus briefs offer groups like the League of Municipalities and WMC a chance to offer information, insights or related information for the judges to consider.

WMC has claimed municipalities are attempting to avoid legal consequences for assigning "occupied" stores higher values than identical, vacant properties, and that their valuations amount to an unlawful business tax. It claims the real estate value is what matters, not the business use.

In this court decision, Evan Umpir, WMC Director of Tax Transportation and Legal Affairs, noted the court upheld certain circumstances where retailers could make "dark store" claims.

"The Court reaffirmed the law and its previous decisions on the proper valuation of property, that in certain situations 'dark' or 'vacant' properties may be valid comparisons and, when using an income approach to assessment, the fair market value of leases, not actual or contract value, must serve as the basis," Umpir said.

CITY OF LAKE GENEVA

AGENDA ITEM REQUEST FORM

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

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

Cynthia Yager + Mary Jo Fesenmaier

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

Discussion/recommendation regarding updating the trespassing status for the publicly-owned Hillmore Property.

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

Common Council

4. Date of meeting(s).

March 27, 2023

Signature: Cynthia Yager Date: 3/17/2023
Signature: Mary Jo Fesenmaier Date: 3/17/2023

For Office Use Only

Date Received by Clerk: March 17, 2023
Committee/Council and Meeting Date Scheduled: _____
Notes: _____

Copies Provided to: City Administrator



Volunteer Guidelines

Welcome,

Volunteers are an important part of services provided by Walworth County. As a volunteer you are part of a team of staff and volunteers working together to serve the community in line with the County vision, values and goals.

Without the commitment of volunteers many of the amazing programs and events that have come to represent Walworth County would not be possible. The volunteer team's passion, dedication, and generosity make it possible to continuously produce memorable experiences for both participants and members of our community.

These guidelines are intended make your volunteer experience successful and rewarding. Please take a moment to familiarize yourself with the information provided.

Thank you for volunteering your time and energy to help improve our community. We look forward to having you as part of the team.

--Walworth County Volunteer Services

ATTENDANCE

Walworth County understands that sometimes circumstances mean that volunteers are unable to volunteer as scheduled.

Early notice is always appreciated and allows us to schedule a replacement. Call your supervisor when sick.



SERVICE HOURS

Volunteer services hours are recorded and maintained in a secure database.

Volunteer services will provide verification of service hours upon request.

DRESS

Volunteers are required to wear appropriate and conservative dress based upon the assignment.

If you are issued an ID or badge you are expected to wear it during your assignment.



MINIMUM AGE REQUIREMENTS

Junior Volunteers between the ages of 12 and 17 are eligible to volunteer with Volunteer Services for specific opportunities.

Contact Volunteer Services for additional information.

TRAINING

Training is provided to new volunteers, specific to the new role.

Some opportunities require an orientation or specialized training prior to the service or special event opportunity.

Volunteer Coordinator:
Colleen Lesniak
clesniak@co.walworth.wi.us
262-741-4223



RESPECT

Volunteers can expect to work in an environment that is respectful, courteous and safe.

Volunteers should treat fellow volunteers, employees and members of the public with respect.

RECOGNITION

Walworth County appreciates the dedication and service of those who choose to serve.

Annual recognition events are held for volunteers to attend.

TOBACCO, DRUGS & ALCOHOL

Volunteers shall not serve under the influence of drugs or alcohol and shall refrain from using any tobacco, vape, drugs, or alcohol while volunteering.

PERSONAL HYGIENE

Volunteers shall observe and maintain appropriate personal hygiene while volunteering.

PHOTOGRAPHY

Please be aware that you may be photographed or filmed and your likeness may be used in marketing or promotional materials.

Please do not take any pictures of students, inmates, LHCC residents or HHS consumers.



SAFETY

Appropriate information, instructions and supervision are provided to ensure the health and safety of all volunteers.

Any incidents sustained or witnessed should be promptly reported.



PRIVACY

Volunteers may be exposed to confidential information in the course of their service. Volunteers must not disclose any private or personal information about any student, consumer, inmate, LHCC resident or other volunteers.



COURT MANDATED SERVICE

Volunteer Services offers opportunities for individuals seeking service hours to fulfill court required hours.

Opportunities are limited. Contact Walworth County Volunteer Services for more information.

Volunteer Coordinator:
Colleen Lesniak
clesniak@co.walworth.wi.us
262-741-4223

STATEMENTS OF POLICIES AND GUIDELINES FOR VOLUNTEER ACTIVITIES
WITHIN THE MADISON PARK SYSTEM

AUTHORIZATION

The Madison Board of Park Commissioners is the approving authority for policies governing the Madison Park system. This policy is intended to encourage volunteerism by efficiently and effectively utilizing volunteers in the Madison Park system to meet the recognized landscape, facilities and recreation management needs of the system in accordance with the goals identified in the adopted Park and Open Space Plan and individual park master plans.

This policy defines the role and responsibilities of individual volunteers and volunteer groups. It also identifies the role and responsibilities of Madison Parks to coordinate with and assist volunteers by defining the process and procedures for individual volunteers and volunteer groups, approving their activities, recording their accomplishments, coordinating staff efforts and evaluating results of the program.

PROCEDURE

Individuals or groups interested in volunteering with Madison Parks initially complete an interest inquiry outlining their interests and commitment level. Parks staff reviews requests and matches individuals and groups based on the needs of the park system. Activities by volunteers and approved or supported by Parks staff shall be consistent with the adopted Park and Open Space Plan and the park master plan where applicable.

1. One-time Volunteers

- a. One-time volunteers are matched with available projects, events or needs in the Parks system. Examples include volunteers for Earth Day, Ride the Drive, etc.
- b. **City of Madison Release Waiver** – All volunteers must sign a release waiver before performing any services in the park system.

2. On-going Volunteers

- a. Individuals or organized groups who intend to participate in an ongoing project shall complete a detailed volunteer program application provided by Madison Parks. The program application shall include the location (name of park or parks), activities to be conducted, and the names, addresses, phone numbers, and emergency contact names and phone numbers for at least two individuals in the group. Supplemental information may be requested as needed as the project scope is developed. Applications are reviewed by Parks Staff. Examples of ongoing projects include groups wishing to Adopt-a-Park, volunteer flower gardeners, ongoing invasive species removal, etc.
- b. Once ongoing projects are approved by Madison Parks, an agreement that outlines the approved activities and scope of work shall be executed before any volunteer activities commence in the park. Agreement forms may be renewed on an annual basis and may identify the extent of volunteer activities contemplated over a 12-month period.
- c. **City of Madison Release Waiver** – All volunteers must sign a release waiver before performing any services in the park system.

Approved by Park Commission
On January 8, 2014

- d. Groups conducting Madison Parks' approved projects shall provide information on the intended activities and schedules for conducting the approved activities.
- e. While Madison Parks is willing to provide supporting services and/or supplies needed to accomplish volunteer projects, they may be limited in what they can provide based on the priorities and constraints of the Madison Park System and budget. Examples of services and/or supplies that have been provided in the past include trash bags, mulch, tools, expertise, and best practices for completing the project.
- f. Project agreements shall be renewed on an annual basis with the volunteer providing monthly reports on the locations, hours and activities conducted. Volunteers will report their hours and activity logs to Madison Parks.

GUIDELINES FOR VOLUNTEERISM

1. A volunteer is defined as a person or group who provides free services for the betterment of the Madison Park system. Volunteers may participate in a single event or may have a formal relationship at one or more parks as an individual or through a recognized volunteer group.
2. Volunteer recruitment, selection, orientation, and supervision will depend on the project and the volunteer organization. There are two primary levels of volunteer management:
 - a) **Madison Parks' events and volunteer days** (e.g., Ride the Drive, Earth Day) are the primary responsibility of Madison Parks and are led by Madison Parks' staff.
 - b) **Madison Parks' approved volunteer activities** (e.g., landscaping or ice stewardship) are often led by an organized volunteer group, neighborhood association or a 3rd party entity. It may also include individuals who have shown dedication in providing a needed service to the Madison Park system.
3. All organized groups participating in on-going volunteer activities, whether a registered 501c(3) group or an ad hoc interest group, shall follow the guidelines in the *City of Madison Parks Adopt-A-Park Program Volunteer Handbook*.
4. Parks staff will provide volunteers with appropriate guidance and assign activities suitable to their skill and physical abilities. Volunteers are required to understand and abide by safety guidelines and must abide by all park rules and ordinances.
5. Volunteers providing the following services shall provide evidence of current certification in approved safety and/or training courses in these areas: application of registered herbicides, using chainsaws or other power equipment, participating or conducting controlled burns, and/or tree climbing for the purposes of tree pruning or other services. Madison Parks will identify training/certification needed and provide information on the availability of such courses to volunteers. Volunteers shall not be required to obtain training or certification greater than that of city staff providing comparable services.
6. This policy is intended for Madison park properties and events, and may include activities on other properties such as greenways or street ROWs (e.g., street ends or boulevards) which are under the purview of City Engineering and/or Transportation.
7. This policy is not intended for volunteers participating in activities requiring permits or other City of Madison approvals (e.g., neighborhood festivals, sporting teams or organized events by 3rd parties).

Approved by Park Commission
On January 8, 2014

<https://www.legalmatch.com/law-library/article/personal-injury-liability-public-parks.html>

Volunteer - Madison Parks - City of Madison, Wisconsin