



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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, MAY 13, 2024 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Todd Krause, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Sherri Ames, Peg Esposito, Linda Frame, Joel Hoiland, Ken Howell, and Shari Straube

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. 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 Krause call the meeting to order
2. Pledge of Allegiance – Alderperson Ames
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. 2024 Poppy Month Proclamation
 - b. Annual Comprehensive Plan Amendment Process Announcement
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of April 22, 2024 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. Public Event & Street Use/Closure Permit filed by Badger High School for the event of Badger High School Graduation Ceremony to take place on June 9, 2024 from 1:00 p.m.

to 2:00 p.m., located on Wells St between South St and Highway 120

- b. Public Event Permit with Street Use filed St. Francis de Sales Parish School for the event of Roadrunner 5K to take place on May 25, 2024 from 8:00 a.m. to Noon, located on various City streets

10. Items removed from the Consent Agenda

- 11. Discussion/Action regarding **Resolution 24-R39** a resolution authorizing the issuance and sale of \$8,960,000 General Obligation Promissory Notes Series 2024A
- 12. Discussion/Action regarding **Resolution 24-R38** a resolution dissolving the Hillmoor Ad Hoc Committee
- 13. Discussion/Action regarding referral to the Plan Commission of an Annexation Petition filed by Bloomfield Holdings LLC and Pre-annexation and Development Agreement for a parcel of land identified as Tax key # MB 500003 for recommendation and assignment of temporary zoning

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

- a. Discussion/Action regarding **Resolution 24-R34** a resolution authorizing carryover of Lakefront Fund budget amounts from 2023 to 2024
- b. Discussion/Action regarding **Resolution 24-R35** a resolution authorizing carryover of General Fund budget amounts from 2023 to 2024
- c. Discussion/Action regarding **Resolution 24-R37** a preliminary resolution declaring intent to exercise Special Assessment Powers for the City of Lake Geneva 2024 Street Improvement Project
- d. Discussion/Action for approval of the Lagoon Seawall Repairs construction contract to CK Contractors
- e. Discussion/Action regarding the bid approval and recommendation for 2024 Street Paving Program to Wolf Paving Co Inc
- f. Discussion/Action authorizing the City of Lake Geneva Comptroller/Finance Director as the signor to execute the Memorandum of Agreement with the Wisconsin State Historic Preservation Office
- g. Discussion/Action regarding the revised and updated Cemetery Rules and Regulations
- h. Discussion/Action regarding the Veteran's Park Programming Agreement with the Geneva Lakes Family YMCA, Inc
- i. Discussion/Acceptance of the pre-paid and regular bill reports approved by the Finance, License, and Regulation on May 7, 2024

15. Recommendation of Plan Commission- Ald. Esposito

- a. Discussion/Action regarding a General Development Plan (GDP) of a proposed development by Geneva Square – GS Outlot 3, LL.2737 Central Street, Evanston. IL 60201 for the property currently located on the Geneva Square Property zoned Planned Development (PD) at 80 East Geneva Square Tax Key No. ZYUP00137C1

- 16. Motion to go into Closed Session pursuant to Wis. State. 19.85(1)(c)for the purposes of

considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding: City Clerk

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

18. Adjournment

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

CITY OF LAKE GENEVA

Proclamation

WHEREAS, America is the land of freedom, preserved and protected willingly and freely, by the men and women of the Armed Forces; and

WHEREAS, millions who have answered the call to arms have died on the field of battle; and

WHEREAS, a nation must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red crepe paper poppy has been designated as a symbol of the sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind citizens annually of this debt through the distribution of this memorial flower;

NOW, THEREFORE, I, Todd Krause, Mayor of the City of Lake Geneva, Walworth County, State of Wisconsin, do hereby proclaim the month of May 2024 as

AMERICAN LEGION AUXILIARY POPPY MONTH

in the City of Lake Geneva, and I commend this observance to all of our citizens.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Lake Geneva, Walworth County, State of Wisconsin, this 13th day of May, 2024.

Proclaimed and adopted this 13th Day of May, 2024

Todd Krause, Mayor

ATTEST:

Lana Kropf, City Clerk





To: City of Lake Geneva
From: Jackie Mich, AICP, and Sonja Kruesel, AICP, City Planners
Date: April 15, 2024
Re: Annual Comprehensive Plan Amendment Process

The City adopted the updated Comprehensive Plan on March 9, 2020. As a dynamic community facing a myriad of growth issues, the City receives requests for Plan amendments in the coming years, well before the next ten-year update in 2030. To provide a manageable, predictable, and cost effective process, the City has established a single plan amendment cycle every year.

Several Wisconsin communities use an annual plan review and amendment process cycle to ensure these evaluations and adjustments are handled in a predictable and efficient manner. The City Clerk will accept applications for Plan amendments from **May 14 through June 30, 2024**. Applications will be reviewed by the Plan Commission at its July and August meetings. Applicants may adjust their applications to respond to Plan Commission concerns, and all revised applications must be finalized by **August 26, 2024**.

The procedures to adopt or amend a Comprehensive Plan are defined under Section 66.1001(4), Wisconsin Statutes. The City process needs to follow these requirements. The timeline on the following page presents a proposed five-month process to allow for plan amendment requests, consider amendments, and go through the adoption procedures in compliance with the State Statutes.

This approach features a combined meeting of the Plan Commission and Common Council.

During the meeting:

1. Common Council holds a Public Hearing on the requested Plan amendments; and
2. Plan Commission considers Plan amendment requests and public testimony, and then adopts a resolution making a specific recommendation on each of the requested Plan amendments to the Common Council.

At a subsequent meeting of the Common Council, the Council will consider the Plan Commission's recommendations, vote on motions for each requested Plan amendment, and finally, adopt an ordinance to officially adopt the Plan amendments per their individually voted motions.

This combined meeting approach allows for the Plan Commission and Council to hear the same public testimony, prior to the Plan Commission's recommendation, and the Council's actions.

City of Lake Geneva 2024 Annual Comprehensive Plan Amendment Process

Activity	May	June	July	August	Sept.	Oct.
City Announces the Opening of the Plan Amendment Process	May 13					
City Clerk Accepts Plan Amendment Applications	May 14 through June 30th					
Plan Commission Recommends Adoption of the Public Participation Plan		June 17				
Common Council Adopts Public Participation Plan		June 24				
Plan Commission Reviews Plan Amendment Applications			July 15	August 19		
Plan Commission Recommends Setting Public Hearing and Amendment Approvals by Council						
Council Sets Public Hearing date (applications frozen)				August 26		
City Clerk Distributes Requested Plan Amendments to Surrounding and Overlapping Jurisdictions				August 28		
Public Review Period (Newspaper publishes Thursday, 8/29)					Aug. 29 – Oct. 14	
Committee of the Whole review of Amendment requests					September (date TBD)	
Joint Meeting: 1. Council Holds Public Hearing 2. Plan Commission Adopts Resolution Recommending Plan Amendments						Oct. 14
Council Adopts Ordinance on Recommended Plan Amendments						October 28
City Clerk Distributes Amended Plan to Surrounding and Overlapping Jurisdictions						After Adoption

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, APRIL 22, 2024 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Todd Krause, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Sherri Ames, Peg Esposito, Linda Frame, Joel Hoiland, Ken Howell, and Shari Straube.

Mayor Krause called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Alderperson Howell led the Council in the Pledge of Allegiance.

Roll Call

Present: Ames, Esposito, Fesenmaier, Frame, Hoiland, Howell, Straube, and Yager.

Absent: None

Awards, Presentations, Proclamations, and Announcements

Mayor Krause read a proclamation recognizing the week of May 5 through May 12, 2024, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk Lana Kropf, Assistant City Clerk Vanessa Jahns, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Re-consider business from previous meeting

None

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

None

Acknowledgement of Correspondence

No correspondence was received.

Approve the Regular Council Minutes of April 8, 2024, as prepared and distributed

Howell moved to approve, second by Hoiland. No discussion. Motion carried by unanimous voice vote.

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.

Firework Permit filed by the Lake Geneva Jaycees for the event of Venetian Fest to take place on August 18, 2024, at dusk.

Public Event Permit file by Holy Communion Church for the event of Farmers Market to take place Thursdays from May 2 to October 31, 2024, from 8:00am to 1:00pm located in front of Holy Communion Church on Broad St.

Temporary Class "B" fermented malt beverage license application filed by St Francis de Sales Catholic Church for the event of Spring Festival to take place on May 5, 2024, located at St. Francis de Sales, 148 W Main St, Lake Geneva

Temporary Operator License filed by Cornelio Cruz for the event of Spring Festival to take place on May 5, 2024, located at St. Francis de Sales, 148 W Main St, Lake Geneva

Motion by Hoiland to approve the consent agenda. Second by Howell. No discussion. Motion carried by unanimous voice vote.

Items removed from the Consent Agenda.

None.

Discussion/Action regarding Resolution 24-R33 a resolution authorizing acceptance of dedication of road, rights-of-way, and public improvements shown on the existing plat for the Vistas of Lake Geneva (aka Edgewood Vistas) subdivision.

Motion by Howell to suspend the rules to allow Naomi Rauch of Kapur Engineering to speak. Second by Frame. Motion carried by unanimous voice vote.

Rauch answered various questions from the Council concerning this item. After additional discussion by the members of the Council, motion by Howell to approve. Second by Frame. Motion carried by unanimous voice vote.

Discussion/Action regarding Resolution 24-R36 a resolution amending the Short-Term Rental Ad Hoc Committee members.

Motion by Esposito to approve. Second by Yager. General discussion among the Council members concerning the composition of the committee as well as various statements for and against the committee. Motion carried by unanimous voice vote.

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

Discussion/Action regarding a Tier-1 Event Permit filed by the Lake Geneva Business Improvement District for the event of Music on Broad Street to take place on Saturdays & Sundays from May 25 to August 18, 2024, located on the sidewalk along the 200 Block of Broad Street

Motion by Howell to approve. Second by Ames. No discussion. Motion carried by unanimous voice vote.

Discussion/Action regarding a lease agreement between the City of Lake Geneva and Gage Marine for Space "F" in the Riviera concourse, 812 Wrigley Dr.

Motion by Howell to approve. Second by Hoiland. Various comments were made concerning the length and amount of the lease. Motion carried by a 7-1 voice vote with Frame voting no.

Discussion/Acceptance of the pre-paid and regular check reports from April 16, 2024.

Motion by Howell to approve. Second by Hoiland. No discussion. Motion carried by unanimous voice vote.

Mayoral Appointments: Confirming the appointment of Alderperson Linda Frame to the Geneva Lake Law Enforcement Agency for a term expiring on May 1, 2025

Motion by Ames to approve. Second by Esposito. No discussion. Motion carried by unanimous voice vote.

Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(e) for deliberating or negotiating or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding an agreement between Public Administration Associates, LLC, the Town of Linn, and the City of Lake Geneva for intergovernmental agreement negotiations for Fire and Emergency Medical Services.

At 6:25 p.m. motion by Fesenmaier to go into closed session with the inclusion of the City Attorney and City Administrator. Second by Howell. Motion carried by 8-0 unanimous roll call vote

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

At 6:41 p.m., motion by Hoiland to return to open session. Second by Howell. Motion carried by 8-0 unanimous roll call vote.

Motion by Hoiland to approve the contractual agreement between Public Administration Associates, LLC, the Town of Linn, and the City of Lake Geneva for intergovernmental agreement negotiations for Fire and Emergency Medical Services. Second by Esposito. Motion carried by 8-0 unanimous roll call vote.

Adjournment

At 6:42 p.m. Ames moved to adjourn. Second by Frame. No discussion. Motion carried by unanimous voice vote.

David Nord
City Administrator



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: Ms. Jennifer Straus
Name of Event Organizer/Producer: Badger H.S. Graduation Ceremony
Production Company/Organization: Badger / Straus FEIN #: _____
Street Address: 220 E. South St.
City: Lake Geneva State: WI Zip code: 53147

Are you a ☐ Business/Individual OR ☒ Non-Profit Organization 501(c) _____

EIN # (Tax Exempt Number): 39-6025357

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

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- ☐ Flat Iron Park Brunk Pavilion \$250/day
- ☐ Gazebo-Flat Iron Park \$125/day
- ☐ Seminary Park Shelter \$75/day
- ☐ Cobb Park Shelter \$75/day
- ☐ Park Use (no shelter) \$75/day

Location: _____

☒ **Street Use/Closure** \$75/day
Describe in Section III on page 3 of application

☐ **Public Event-** Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☐ \$100- submitted at least 60 days prior
☐ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☐ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☐ Library Park
 - ☐ Other:

- Shelters
- ☐ Brunk Pavilion
 - ☐ Seminary Park Shelter
 - ☐ Cobb Park Shelter
 - ☐ Gazebo

1. Title of Event: Badger H.S. graduation Ceremony
2. Date(s) of Event: June 9, 2024
3. Location(s) of Event: Badger H.S. & L.G. middle school (football field)
4. Hours: 1-2 p.m.
Note: Start Time & End Time
5. Event Chair/Contact Person: Jenny Straus Phone: 
6. Day of Event Contact Name: Jenny Straus Phone: 
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☐ Yes ☒ No
9. Estimated Attendance Number: 1000
10. Basis for estimate: graduates & family
11. Will you be setting up a tent? ☐ Yes ☒ No

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

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

If yes, what type and how many: _____

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

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

Badger custodial

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

L.G. police dept. & officer Ward

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Continue to next page...

Section III- STREET USE

☐ Check if this section does not apply

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

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

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

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

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

See map attached Wells St. between
South St. & Hwy 120

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

☐ Yes ☐ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: Budgen H. S. graduation

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

4. Anticipated Services

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

☐ **Electricity;** Explain: _____

☐ **Water;** Explain: _____

☐ **Traffic Control;** Explain: _____

☒ **Police Services;** Explain: L.G.P.D. & officer Ward

☐ **Fire/EMS Services;** Explain: _____

☐ **Other;** Explain: _____

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

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

Name on Card: _____

Credit Card #: _____

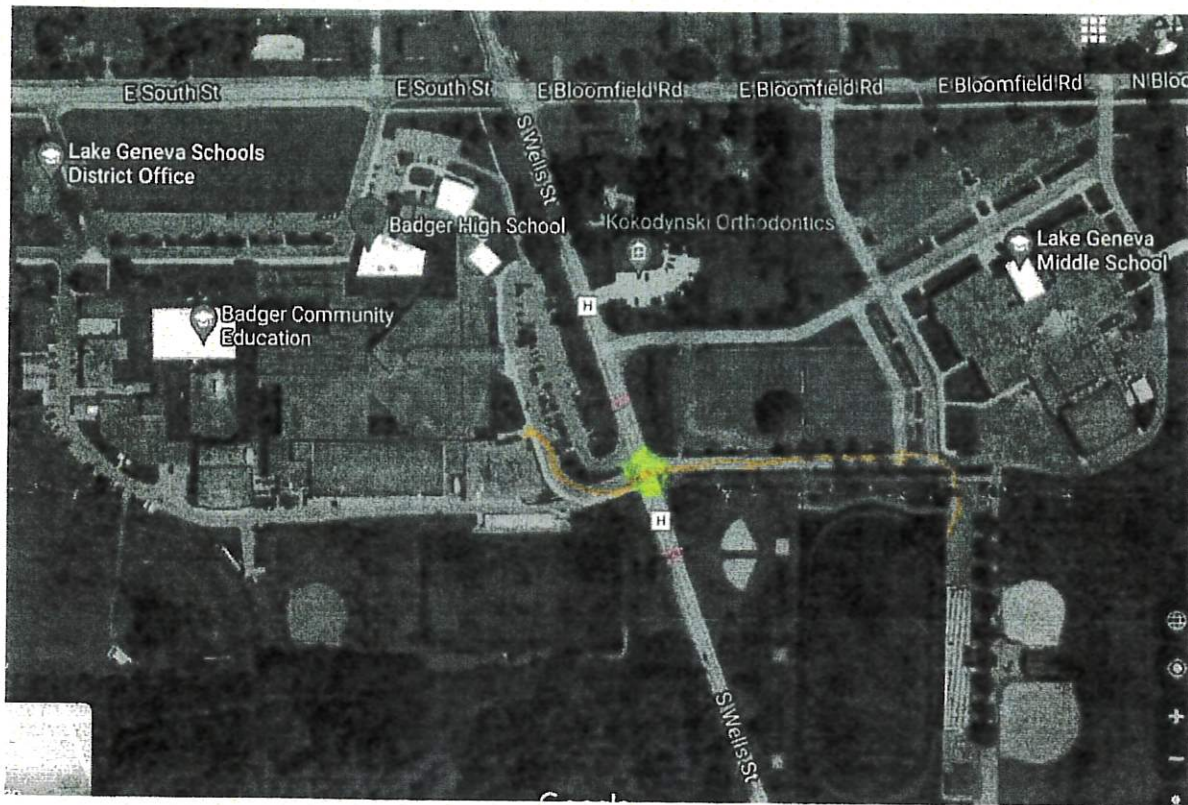
Expiration Date: ____/____/____ CVV#: _____

Billing Address: _____

City, State, Zip Code: _____

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

Applicant Signature:  _____ Date: 4/11/24



 Students walk

 Closed road



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

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

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

PRODUCER M3 Insurance Solutions, Inc. 1425 Discovery Parkway Wauwatosa WI 53226	CONTACT NAME: Hallie Bujak		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: hallie.bujak@m3ins.com		
	PRODUCER CUSTOMER ID #:		
INSURED Lake Geneva Genoa City Union High School 208 E. South Street Lake Geneva WI 53147	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMCASCO Insurance Company		21407
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1129407333**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			5D14931	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DEDUCTIBLE ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Geneva
Attn: Vanessa Jahns, Deputy City Clerk
626 Geneva Street
Lake Geneva WI 53147

AUTHORIZED REPRESENTATIVE

Hallie Bujak

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

For Office Use Only

Date Filed with Clerk: 4/16/24 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature] Date: _____

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: [Signature] Date: 04/23/2024

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 4-24-24

☒ Approve ☐ Denied Notes: _____

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Parks & Rec Signature: [Signature] Date: 4-25-24

☒ Approve ☐ Denied Notes: _____

Public Events:

FLR Meeting Date: _____

Council Meeting Date: _____



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected. Applications for Public Events must be submitted AT LEAST 45 DAYS prior to the proposed event date for consideration.

Section I- APPLICANT INFORMATION

Name of Applicant: St. Francis de Sales Parish School
Name of Event Organizer/Producer: 2024 Roadrunner 5k
Production Company/Organization: St. Francis de Sales FEIN #: _____
Street Address: 130 W. Main St.
City: Lake Geneva State: WI Zip code: 53147

Are you a ☐ Business/Individual OR ☒ Non-Profit Organization 501(c) _____

EIN # (Tax Exempt Number): 39-0852955

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

Section II- EVENT INFORMATION- Select all that apply

☐ **Private Event/Shelter Reservation-** Use of City of Lake Geneva Park and or Park Shelter for private use or event not that is not open to the public. Examples: family reunion, birthday party, club meeting, team practice. *Local non-profits exempt from fees

- | | |
|--|-----------|
| ☐ Flat Iron Park Brunk Pavilion | \$250/day |
| ☐ Gazebo-Flat Iron Park | \$125/day |
| ☐ Seminary Park Shelter | \$75/day |
| ☐ Cobb Park Shelter | \$75/day |
| ☐ Park Use (no shelter) | \$75/day |

Location: _____

☐ **Street Use/Closure** \$75/day

Describe in Section III on page 3 of application

☒ **Public Event-**Event open to the public, including ticketed or open admission. Examples: festival, art/ware sale/market, concert, community activity, parade. *Non-profits exempt from fees

Application fee: ☐ \$100- submitted at least 60 days prior
☐ \$300- submitted at least 45 days but fewer than 60 days prior

Select parks/facilities used during event, fees applied from list above:

- Parks
- ☐ Flat Iron Park
 - ☐ Seminary Park
 - ☐ Cobb Park
 - ☐ Library Park
 - ☐ Other:

- Shelters
- ☐ Brunk Pavilion
 - ☐ Seminary Park Shelter
 - ☐ Cobb Park Shelter
 - ☐ Gazebo

Roadrunner 5K

1. Title of Event: _____
2. Date(s) of Event: 5/24/24 - 5/25/24
3. Location(s) of Event: St. Francis de Sales and route (see attached map)
4. Hours: 8am-12pm
Note: Start Time & End Time
5. Event Chair/Contact Person: Amanda Pechous Phone: [REDACTED]
6. Day of Event Contact Name: _____ Phone: _____
7. Is the event open to the public? ☒ Yes ☐ No
8. Will you charge an admission fee? ☒ Yes ☐ No
9. Estimated Attendance Number: 200
10. Basis for estimate: Past numbers
11. Will you be setting up a tent? ☐ Yes ☒ No

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

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

If yes, what type and how many: _____

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

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

We will have garbage cans and water stations set up along the route. All garbage will be collected and thrown away at the church

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

LG police will be onsite as well as parent and staff volunteers

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

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

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

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

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

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

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

Continue to next page...

Section III- STREET USE

☐ Check if this section does not apply

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

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

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

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

no road closures will be needed. We will have volunteers at all intersections and along the route

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

☐ Yes ☒ No

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

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: signs will be posted along the route and will be picked up after the race

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

4. Anticipated Services

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

☐ Electricity; Explain: _____

☐ Water; Explain: _____

☐ Traffic Control; Explain: _____

☐ Police Services; Explain: _____

☐ Fire/EMS Services; Explain: _____

☐ Other; Explain: _____

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

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

Name on Card: _____

Credit Card #: _____

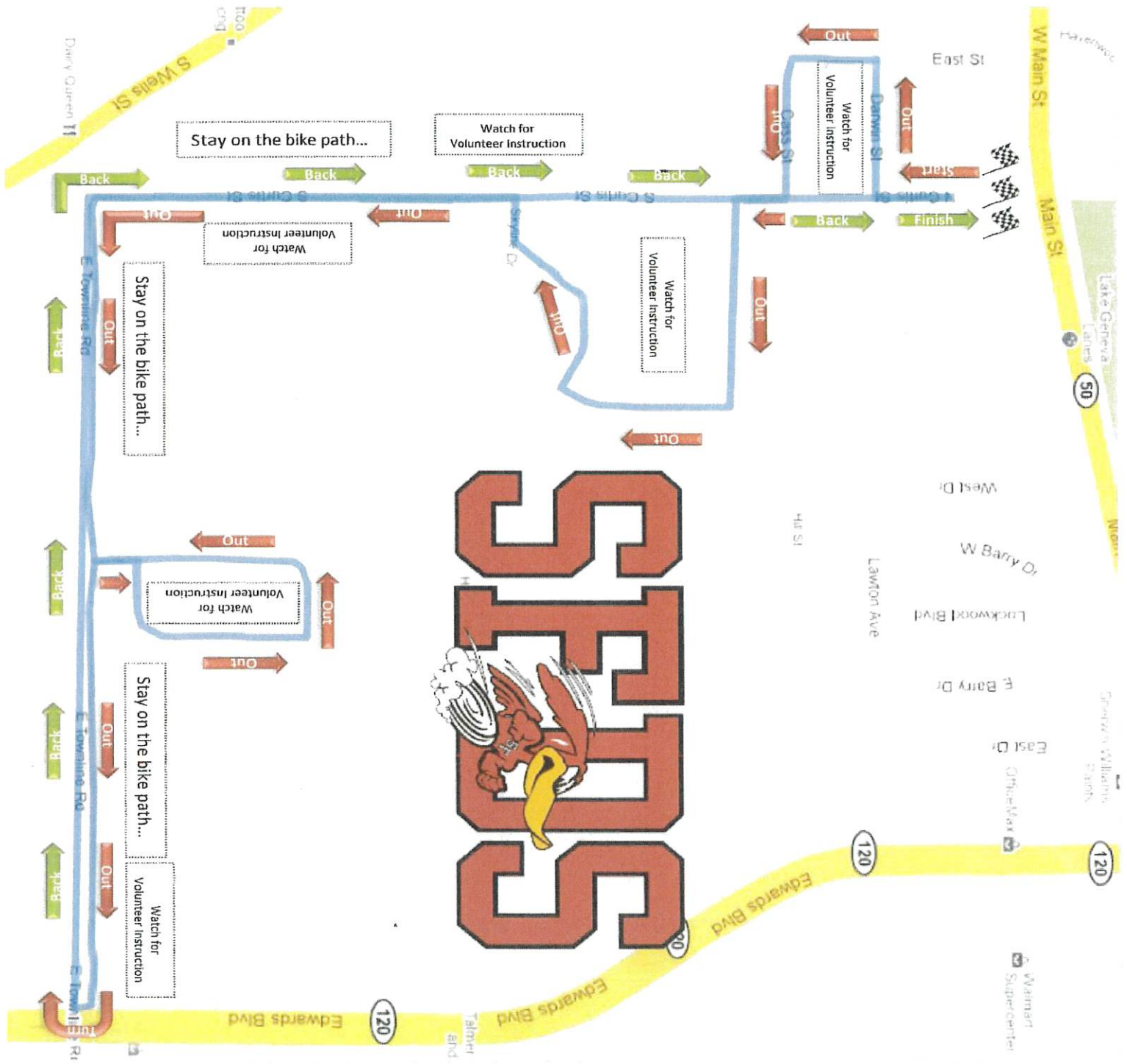
Expiration Date: ____/____/____ CVV#: _____

Billing Address: _____

City, State, Zip Code: _____

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

Applicant Signature: Amanda Pechous Date: 4/15/24



For Office Use Only

Date Filed with Clerk: 4/15/24 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature] Date: 4/15/24

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: [Signature] Date: 04/17/2024

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 4-15-24

☒ Approve ☐ Denied Notes: _____

Parking Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: N/A Date: _____

☐ Approve ☐ Denied Notes: _____

Parks & Rec Signature: [Signature] Date: 4-16-24

☒ Approve ☐ Denied Notes: _____

Public Events:

FLR Meeting Date: _____

Council Meeting Date: _____

RESOLUTION NO. 24-R39

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$8,845,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2024A

WHEREAS, on January 22, 2024, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds for the public purposes of paying the costs of street improvement projects, parking lots and other parking facilities, parks and public grounds projects and equipment of the fire department (collectively, the "Bond Projects") and a resolution providing for the sale of general obligation promissory notes for public purposes, including paying the cost of cemetery projects, City Hall projects, DPW buildings and equipment and police radios (collectively, the "Note Projects");

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for public purposes and the Common Council hereby finds and determines that it is in the City's best interest to issue general obligation promissory notes rather than general obligation bonds for public purposes, including financing costs included in the City's capital improvement plan including, but not limited to, the Bond Projects and the Note Projects (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on May 13, 2024;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on May 13, 2024;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal

submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$8,845,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of \$8,845,000; shall be dated June 5, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on February 1, 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on February 1, 2033 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A, dated June 5, 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes

canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or

would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 13, 2024.

Todd Krause
Mayor

ATTEST:

Lana Kropf
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

NOTICE OF SALE

\$8,960,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A CITY OF LAKE GENEVA, WISCONSIN

Bids for the purchase of \$8,960,000* General Obligation Promissory Notes, Series 2024A (the "Notes") of the City of Lake Geneva, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via bondsale@ehlers-inc.com or **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on May 13, 2024, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

AUTHORITY; PURPOSE; SECURITY

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, by the City, for public purposes, including financing costs included in the City's capital improvement plan including, but not limited to street improvement projects, parking lots or other parking facilities, parks and public ground projects, library projects, equipment of the fire department, cemetery projects, City Hall projects, DPW buildings, equipment and police radios. The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated June 5, 2024, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on February 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2025	\$260,000	2032	\$550,000	2039	\$390,000
2026	425,000	2033	570,000	2040	395,000
2027	445,000	2034	600,000	2041	410,000
2028	465,000	2035	345,000	2042	475,000
2029	480,000	2036	365,000	2043	495,000
2030	510,000	2037	370,000	2044	505,000
2031	525,000	2038	380,000		

ADJUSTMENT OPTION

The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on February 1 and August 1 of each year, commencing February 1, 2025, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota ("BTSC"), to act as paying agent (the "Paying Agent"). BTSC and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after February 1, 2034 shall be subject to optional redemption prior to maturity on February 1, 2033 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about June 5, 2024, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City ("Bond Counsel"), and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement).

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in the Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$8,870,400, nor more than \$9,587,200, plus accrued interest on the principal sum of \$8,960,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact IHS Markit (now part of S&P Global) at <https://ihsmarkit.com/products/municipal-issuance.html> or via telephone (844) 301-7334.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$179,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Notes shall be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

CONTINUING DISCLOSURE

In order to assist the Underwriter (Syndicate Manager) in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Underwriter (Syndicate Manager) will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Lana Kropf, City Clerk
City of Lake Geneva, Wisconsin

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID TABULATION

\$8,960,000* General Obligation Promissory Notes, Series 2024A

City of Lake Geneva, Wisconsin

SALE: May 13, 2024

AWARD: BAIRD

Rating: Moody's Investor's Service "Aa2"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
BAIRD				\$9,516,225.70	3.6034%
Milwaukee, Wisconsin	2025	5.000%	3.450%		
C.L. King & Associates	2026	5.000%	3.250%		
Colliers Securities LLC	2027	5.000%	3.100%		
Edward Jones	2028	5.000%	3.050%		
Fidelity Capital Markets	2029	5.000%	3.000%		
Crews & Associates, Inc.	2030	5.000%	2.980%		
Country Club Bank	2031	5.000%	2.950%		
Isaak Bond Investments, Inc	2032	5.000%	2.950%		
Carty & Company, Inc.	2033	5.000%	2.960%		
Celadon Financial Group, LLC	2034	5.000%	2.970%		
Oppenheimer & Co.	2035	5.000%	3.040%		
Alliance Global Partners	2036	4.000%	3.250%		
Midlegate Securities	2037	4.000%	3.350%		
UMB Bank, N.A.	2038	4.000%	3.450%		
Midland Securities	2039	4.000%	3.550%		
FMS Bonds Inc.	2040	4.000%	3.650%		
StoneX Financial Inc.	2041	4.000%	3.750%		
First Kentucky Securities Corp.	2042	4.000%	3.800%		
BNYMellon Capital Markets	2043	4.000%	3.850%		
Multi Bank Securities Inc.	2044	4.000%	3.900%		
First Southern LLC					
The Baker Group					
Dinosaur Securities					
Wintrust Investments, LLC					
First Bankers' Banc Securities, Inc.					
Blaylock Van, LLC					
Mountainside Securities LLC					
Commerce Bank, N.A.					
Falcon Square Capital					
Caldwell Sutter Capital, Inc.					

* Subsequent to bid opening the issue size was decreased to \$8,845,000.

Adjusted Price: \$9,394,767.22 Adjusted Net Interest Cost: \$3,394,889.45 Adjusted TIC: 3.6050%

NAME OF BIDDER	TRUE INTEREST RATE
PIPER SANDLER & CO. Minneapolis, Minnesota	3.6256%
KEYBANC CAPITAL MARKETS INCORPORATED Cleveland, Ohio	3.6646%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin	3.6965%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	3.7019%
HILLTOPSECURITIES Dallas, Texas	3.7112%

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID FORM

The Common Council
City of Lake Geneva, Wisconsin (the "City")

May 13, 2024

RE: **\$8,960,000* General Obligation Promissory Notes, Series 2024A (the "Notes")**
DATED: **June 5, 2024**

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 9,516,225.70 (not less than \$8,870,400, nor more than \$9,587,200) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>5.00</u>	% due	2025	<u>5.00</u>	% due	2032	<u>4.00</u>	% due	2039
<u>5.00</u>	% due	2026	<u>5.00</u>	% due	2033	<u>4.00</u>	% due	2040
<u>5.00</u>	% due	2027	<u>5.00</u>	% due	2034	<u>4.00</u>	% due	2041
<u>5.00</u>	% due	2028	<u>5.00</u>	% due	2035	<u>4.00</u>	% due	2042
<u>5.00</u>	% due	2029	<u>4.00</u>	% due	2036	<u>4.00</u>	% due	2043
<u>5.00</u>	% due	2030	<u>4.00</u>	% due	2037	<u>4.00</u>	% due	2044
<u>5.00</u>	% due	2031	<u>4.00</u>	% due	2038			

The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$179,200 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about June 5, 2024.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Underwriter (Syndicate Manager), we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: ☒ NO: ☐.

If the competitive sale requirements are not met, we elect to use either the: ☐ 10% test, or the ☐ hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Robert W. Baird & Co., Inc.

By: Peter Anderson

Account Members: Syndicate Members

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from June 5, 2024 of the above bid is \$ 3,408,950.41 and the true interest cost (TIC) is 3.603433 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Lake Geneva, Wisconsin, on May 13, 2024.

By: _____

By: _____

Title: _____

Title: _____

* Subsequent to bid opening the issue size was decreased to \$8,845,000.
Adjusted Price: \$9,394,767.22 Adjusted Net Interest Cost: \$3,394,889.45 Adjusted TIC: 3.6050%

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$8,845,000 General Obligation Promissory Notes, Series 2024A

Issue Summary

Dated: June 5, 2024 Winning Bidder: BAIRD

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
02/01/2025	Serial Coupo	5.000%	3.450%	260,000.00	100.991%	-	-	-	262,576.60
02/01/2026	Serial Coupo	5.000%	3.250%	385,000.00	102.794%	-	-	-	395,756.90
02/01/2027	Serial Coupo	5.000%	3.100%	440,000.00	104.803%	-	-	-	461,133.20
02/01/2028	Serial Coupo	5.000%	3.050%	450,000.00	106.693%	-	-	-	480,118.50
02/01/2029	Serial Coupo	5.000%	3.000%	440,000.00	108.625%	-	-	-	477,950.00
02/01/2030	Serial Coupo	5.000%	2.980%	500,000.00	110.438%	-	-	-	552,190.00
02/01/2031	Serial Coupo	5.000%	2.950%	520,000.00	112.302%	-	-	-	583,970.40
02/01/2032	Serial Coupo	5.000%	2.950%	550,000.00	113.952%	-	-	-	626,736.00
02/01/2033	Serial Coupo	5.000%	2.960%	570,000.00	115.472%	-	-	-	658,190.40
02/01/2034	Serial Coupo	5.000%	2.970%	600,000.00	115.390%	c 3.139%	02/01/2033	100.000%	692,340.00
02/01/2035	Serial Coupo	5.000%	3.040%	345,000.00	114.814%	c 3.336%	02/01/2033	100.000%	396,108.30
02/01/2036	Serial Coupo	4.000%	3.250%	365,000.00	105.615%	c 3.412%	02/01/2033	100.000%	385,494.75
02/01/2037	Serial Coupo	4.000%	3.350%	370,000.00	104.845%	c 3.522%	02/01/2033	100.000%	387,926.50
02/01/2038	Serial Coupo	4.000%	3.450%	380,000.00	104.081%	c 3.618%	02/01/2033	100.000%	395,507.80
02/01/2039	Serial Coupo	4.000%	3.550%	390,000.00	103.324%	c 3.704%	02/01/2033	100.000%	402,963.60
02/01/2040	Serial Coupo	4.000%	3.650%	395,000.00	102.573%	c 3.780%	02/01/2033	100.000%	405,163.35
02/01/2041	Serial Coupo	4.000%	3.750%	410,000.00	101.829%	c 3.850%	02/01/2033	100.000%	417,498.90
02/01/2042	Serial Coupo	4.000%	3.800%	475,000.00	101.459%	c 3.885%	02/01/2033	100.000%	481,930.25
02/01/2043	Serial Coupo	4.000%	3.850%	495,000.00	101.091%	c 3.917%	02/01/2033	100.000%	500,400.45
02/01/2044	Serial Coupo	4.000%	3.900%	505,000.00	100.724%	c 3.946%	02/01/2033	100.000%	508,656.20
Total	-	-	-	\$8,845,000.00	-	-	-	-	\$9,472,612.10

Bid Information

Par Amount of Bonds	\$8,845,000.00
Reoffering Premium or (Discount)	627,612.10
Gross Production	\$9,472,612.10
Total Underwriter's Discount (0.880%)	\$(77,844.88)
Bid (106.216%)	9,394,767.22
Total Purchase Price	\$9,394,767.22
Bond Year Dollars	\$90,973.39
Average Life	10.285 Years
Average Coupon	4.3360555%
Net Interest Cost (NIC)	3.7317390%
True Interest Cost (TIC)	3.6050374%

2024A \$8840m GO Notes FIN | Issue Summary | 5/13/2024 | 11:02 AM



EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Lake Geneva, Wisconsin

\$8,845,000 General Obligation Promissory Notes, Series 2024A

Issue Summary

Dated: June 5, 2024 Winning Bidder: BAIRD

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/05/2024	-	-	-	-	-
02/01/2025	260,000.00	5.000%	265,106.67	525,106.67	-
08/01/2025	-	-	195,700.00	195,700.00	720,806.67
02/01/2026	385,000.00	5.000%	195,700.00	580,700.00	-
08/01/2026	-	-	186,075.00	186,075.00	766,775.00
02/01/2027	440,000.00	5.000%	186,075.00	626,075.00	-
08/01/2027	-	-	175,075.00	175,075.00	801,150.00
02/01/2028	450,000.00	5.000%	175,075.00	625,075.00	-
08/01/2028	-	-	163,825.00	163,825.00	788,900.00
02/01/2029	440,000.00	5.000%	163,825.00	603,825.00	-
08/01/2029	-	-	152,825.00	152,825.00	756,650.00
02/01/2030	500,000.00	5.000%	152,825.00	652,825.00	-
08/01/2030	-	-	140,325.00	140,325.00	793,150.00
02/01/2031	520,000.00	5.000%	140,325.00	660,325.00	-
08/01/2031	-	-	127,325.00	127,325.00	787,650.00
02/01/2032	550,000.00	5.000%	127,325.00	677,325.00	-
08/01/2032	-	-	113,575.00	113,575.00	790,900.00
02/01/2033	570,000.00	5.000%	113,575.00	683,575.00	-
08/01/2033	-	-	99,325.00	99,325.00	782,900.00
02/01/2034	600,000.00	5.000%	99,325.00	699,325.00	-
08/01/2034	-	-	84,325.00	84,325.00	783,650.00
02/01/2035	345,000.00	5.000%	84,325.00	429,325.00	-
08/01/2035	-	-	75,700.00	75,700.00	505,025.00
02/01/2036	365,000.00	4.000%	75,700.00	440,700.00	-
08/01/2036	-	-	68,400.00	68,400.00	509,100.00
02/01/2037	370,000.00	4.000%	68,400.00	438,400.00	-
08/01/2037	-	-	61,000.00	61,000.00	499,400.00
02/01/2038	380,000.00	4.000%	61,000.00	441,000.00	-
08/01/2038	-	-	53,400.00	53,400.00	494,400.00
02/01/2039	390,000.00	4.000%	53,400.00	443,400.00	-
08/01/2039	-	-	45,600.00	45,600.00	489,000.00
02/01/2040	395,000.00	4.000%	45,600.00	440,600.00	-
08/01/2040	-	-	37,700.00	37,700.00	478,300.00
02/01/2041	410,000.00	4.000%	37,700.00	447,700.00	-
08/01/2041	-	-	29,500.00	29,500.00	477,200.00
02/01/2042	475,000.00	4.000%	29,500.00	504,500.00	-
08/01/2042	-	-	20,000.00	20,000.00	524,500.00
02/01/2043	495,000.00	4.000%	20,000.00	515,000.00	-
08/01/2043	-	-	10,100.00	10,100.00	525,100.00
02/01/2044	505,000.00	4.000%	10,100.00	515,100.00	-
08/01/2044	-	-	-	-	515,100.00
Total	\$8,845,000.00	-	\$3,944,656.67	\$12,789,656.67	-

Yield Statistics

Bond Year Dollars	\$90,973.39
Average Life	10.285 Years
Average Coupon	4.3360555%
Net Interest Cost (NIC)	3.7317390%
True Interest Cost (TIC)	3.6050374%
Bond Yield for Arbitrage Purposes	3.4342421%
All Inclusive Cost (AIC)	3.0488723%

IRS Form 8038

Net Interest Cost	3.4448424%
Weighted Average Maturity	10.165 Years

2024A \$8840m GO Notes FIN | Issue Summary | 5/13/2024 | 11:02 AM



EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
WALWORTH COUNTY
NO. R-____ CITY OF LAKE GENEVA \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____ June 5, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Lake Geneva, Walworth County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$8,845,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including financing costs included in the City's capital improvement plan including, but not limited to, street improvement projects, parking lots and other parking facilities, parks and public grounds projects, equipment of the fire department, cemetery projects, City Hall projects, DPW buildings and equipment and police radios, as authorized by a

resolution adopted on May 13, 2024 (the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on February 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the City, on February 1, 2033 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any

proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Lake Geneva, Walworth County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

By: _____
Todd Krause
Mayor

(SEAL)

By: _____
Lana Kropf
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Lake Geneva, Walworth County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION OF THE COMMON COUNCIL

Resolution dissolving the Hillmoor Ad Hoc Committee

Committee: N/A

Fiscal Impact: N/A

File Number: 24-R38

Date:

May 13, 2024

WHEREAS, Section 2-233 of the Municipal Code of the City of Lake Geneva authorizes the Mayor with the approval of the City Council to establish Ad HOC Committees by resolution from time to time which shall terminate automatically six months after their establishment, unless their terms are extended by the Council; and

WHEREAS, the Common Council approved the formation of the Hillmoor Ad Hoc Committee on February 13, 2023 and extended the term of that ad hoc committee for an additional six months in August of 2023 and again extended the committee for an additional 6 months in February of 2024, and

WHEREAS, the significance of the property requires input from citizens of the City of Lake Geneva and persons of various City agencies to review and recommend potential uses for the property known as Hillmoor; and

Whereas, the Mayor and City Council are thankful for all the work put forth by the members of the Hillmoor Ad Hoc Committee in an attempt to formulate a vision for the property known as Hillmoor; and

WHEREAS, the Mayor, Todd Krause and the City Council wish to dissolve the ad hoc committee in order to establish a more permanent committee or board to handle the future development of the property known as Hillmoor;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council hereby dissolve the Hillmoor Ad Hoc Committee.

Granted by action of the Common Council of the City of Lake Geneva this 13th day of May, 2024.

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

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF BLOOMFIELD, WALWORTH COUNTY, WISCONSIN TO THE
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Common Council of the City of Lake Geneva,
Walworth County, Wisconsin
c/o Lana Kropf, City Clerk
Lake Geneva City Hall
626 Geneva Street
Lake Geneva, WI 53147

Town Board of the Town of Bloomfield,
Walworth County, Wisconsin
c/o Lori Domino, Town Clerk
Bloomfield Municipal Center
N1100 Town Hall Road
Pell Lake, WI 53157

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of BLOOMFIELD HOLDINGS, LLC., a Wisconsin limited liability company ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the City Council as follows:

1. Petitioner, whose address is 875 Townline Rd, Unit 103, Lake Geneva, Wisconsin 53147, is the sole fee simple owner of record of the real property in the territory sought to be annexed, such property being located in Section 5 of the Town of Bloomfield, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to the terms provided herein.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the City Clerk of the City of Lake Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Bloomfield, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner is contemporaneously, and as a condition precedent to annexation, seeking City approvals for the Subject Territory to be zoned Single Family Residential (SR-4) Zoning District; as such Petitioner requests the Subject Territory described herein be zoned as Residential (SR-4) Zoning District in accordance with the attached **Exhibit C** incorporated herein.

7. Petitioner requests the City of Lake Geneva adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the City.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this 3rd day of October, 2023.

BLOOMFIELD HOLDINGS, LLC
a Wisconsin limited liability company

By: _____

Brian C. Pollard, President

This instrument drafted by:

CLAIR, THOMPSON & POLLARD, S.C.

Attorney Charles. W. Pollard IV

617 East Walworth Avenue

Delavan, Wisconsin 53115-0445

Phone: 262-728-9196

E-mail: chadpollard@clairlaw.com

EXHIBIT A
TO PETITION FOR DIRECT ANNEXATION

Legal Description for Subject Territory

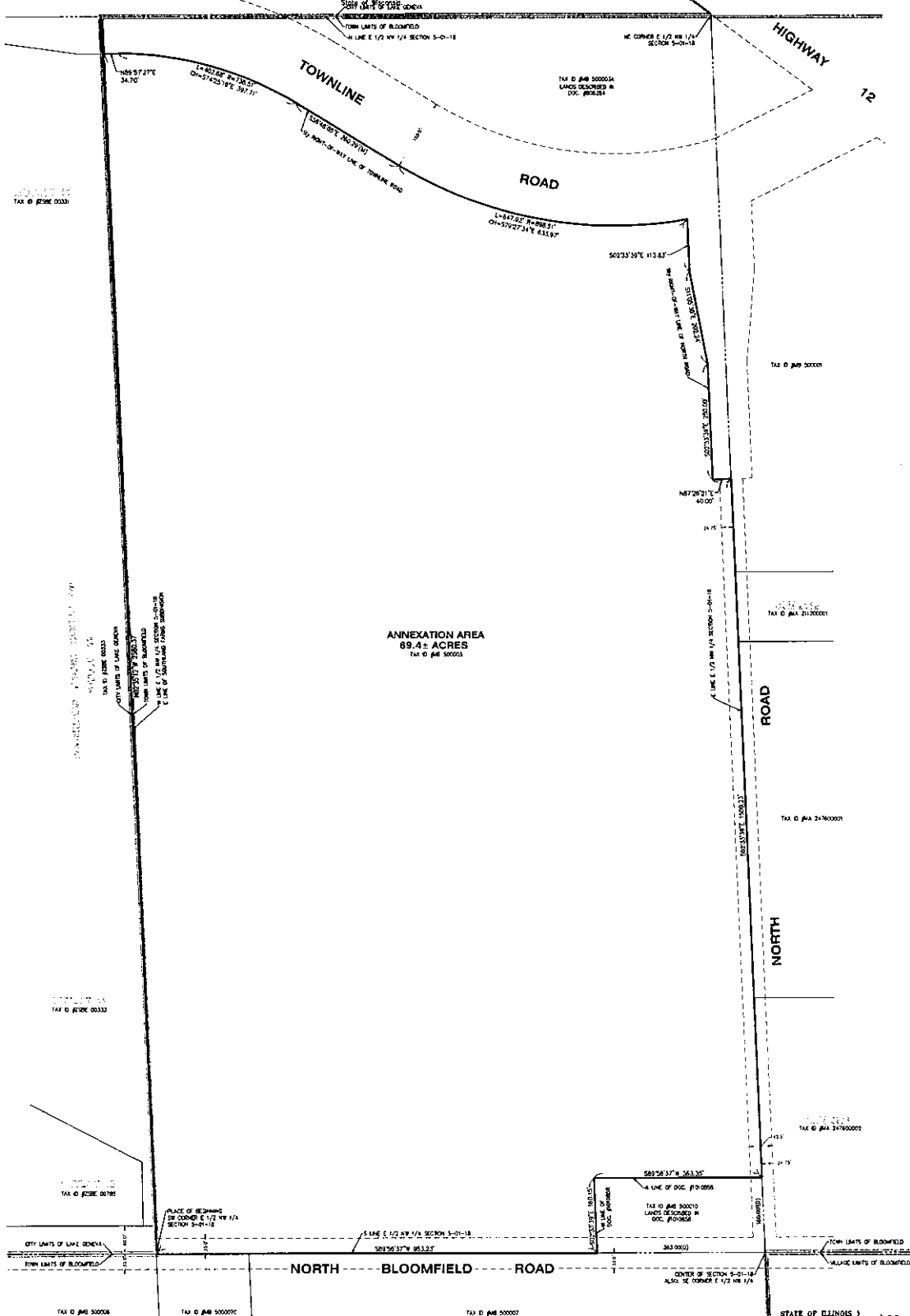
Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,580.37 feet to the Southerly right-of-way line of Townline Road; thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 19 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 260.29 feet; thence Easterly 647.92 feet along said right-of-way line, being along a curve to the left, having a radius of 898.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road; thence South 02 degrees 33 minutes 39 seconds East along said West right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 39 seconds East along said East line, 1,500.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said Walworth County; thence South 89 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Walworth County, State of Wisconsin.

EXHIBIT B
TO PETITION FOR DIRECT ANNEXATION
Scale Map



PLAT OF ANNEXATION

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southeast corner of said East Half of the Northwest Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,560.37 feet to the Southerly right-of-way line of Township Road; thence North 89 degrees 37 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.56 feet along said right-of-way line, being along a curve to the right, having a radius of 758.51 feet, the chord of which bears South 74 degrees 26 minutes 18 seconds East, for a length of 387.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 262.28 feet; thence Easterly 847.52 feet along said right-of-way line, being along a curve to the left, having a radius of 858.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 533.97 feet to the Westerly right-of-way line of North Road; thence North 02 degrees 33 minutes 58 seconds East along said right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 35 seconds East along said right-of-way line, 250.09 feet; thence North 87 degrees 26 minutes 21 seconds East along a jag in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 35 seconds East along said East line, 1,500.33 feet to the Northeast corner of lands described in Document No. 1010808 recorded June 8, 2020 in said McHenry County, thence South 89 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in McHenry County, State of Illinois.



CLIENT: FARMER HOMES
DRAWN BY: JDA CHECKED BY: JPS
SCALE: 1"=100' SEC. 5 T. 1 N. R. 18 E.
DATE OF BEARING ASSIGNED:
P.L.N. 109 500003
JOB NO. 22084
FIELD WORK COMPLETED BY: JDA
ALL DISTANCES GIVEN IN FEET AND DECIMALS THEREOF
PARTS HEREOF CORRECTED BY: JDA

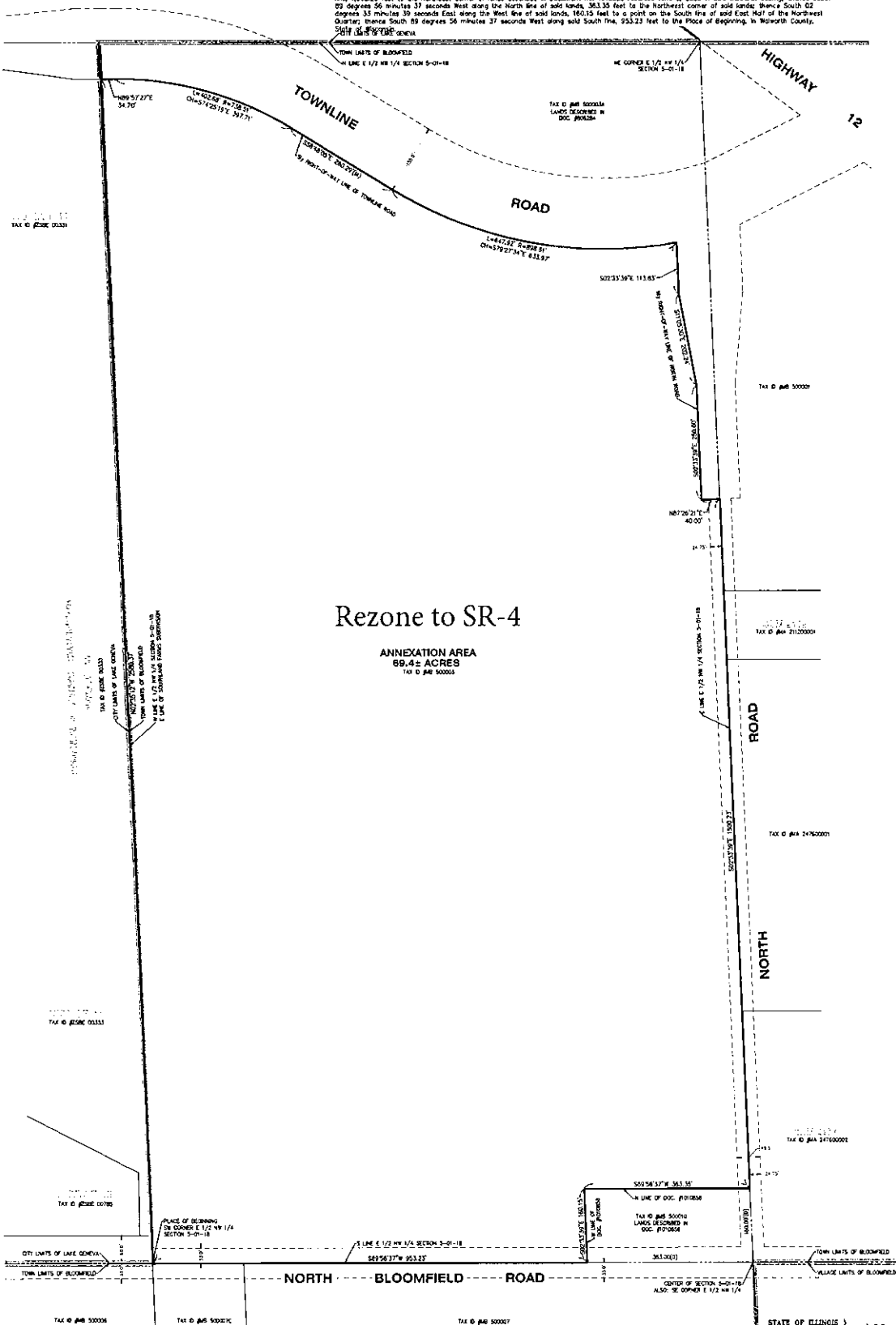
STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY)
I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.
This is not a Boundary Survey
Dated at Woodstock, McHenry County, Illinois, 9/22 A.D., 2023.
Vanderstappen Land Surveying, Inc.
Begin Firm No. 184-000792
By: *Robert B. Vanderstappen*
Wisconsin Registered Land Surveyor No. 50021



EXHIBIT C
TO PETITION FOR DIRECT ANNEXATION
Contemporaneous Zoning Request

PLAT OF ANNEXATION & REZONE

Port of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter, thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,500.37 feet to the Substantially right-of-way line of Township Road, thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 345.70 feet; thence Southwesterly 421.68 feet along said right-of-way line, being along a curve to the right, having a radius of 736.51 feet, the chord of which bears South 74 degrees 25 minutes 18 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 00 seconds East along said right-of-way line, 250.29 feet; thence Easterly 637.82 feet along said right-of-way line, being along a curve to the left, having a radius of 810.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road, thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 113.53 feet; thence South 11 degrees 00 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 03 degrees 33 minutes 39 seconds East along said East line, 1,900.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said McHenry County, thence South 03 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northeast corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 27 seconds West along said South line, 953.23 feet to the Place of Beginning, in McHenry County, State of Illinois.



Rezone to SR-4

ANNEXATION AREA
69.4± ACRES
TAX ID #04 500000

STATE OF ILLINOIS)
COUNTY OF McHENRY) S.S.

I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.

This is not a Boundary Survey
Dated at Woodstock, McHenry County, Illinois, 9/22 A.D. 2023.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-000792

By: *Arthur A. Ostermaier*
Wisconsin Registered Land Surveyor No. 53901



CLIENT: LARSEN HOMES
DELIVER BY: DATE: CHECKED BY: APO
SCALE: 1"=100' SPC. 5 T. 1 R. 18 E.
BASIS OF BEARING: ASSUMED
P.L.N.: ME 500003
JOB NO.: 230804 I.D. PAN.
FIELDBOOK COMP.: PG. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
PLATS, RECORDS CORRECTED BY ME.

EXHIBIT D
TO PETITION FOR DIRECT ANNEXATION
Annexation Ordinance

**AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT
OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN
OF BLOOMFIELD, WALWORTH COUNTY, WISCONSIN, TO THE CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN**

WHEREAS, BLOOMFIELD HOLDINGS, LLC, a Wisconsin limited liability company (“Petitioner”), has made and filed with the City Clerk of the City of Lake Geneva (“City”) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Bloomfield, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) (“Annexation Petition”), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the ____ day of _____, 2023, requesting the annexation to the City of lands described in **Exhibit A** attached hereto and incorporated herein by reference (“Subject Territory”), which such lands are contiguous to the City; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Bloomfield, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the City Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the City and/or the City’s Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the City, and said Plan Commission has recommended annexing the Subject Territory to the City; and

WHEREAS, the City Plan Commission has considered the application of a Zoning Map Amendment contemporaneously with the request for annexation to zone the Subject Territory to Single Family Residential-4 (SR-4).

WHEREAS, the City Plan Commission held a Public Hearing thereon pursuant to proper notice given on _____.

WHEREAS, the City Council of the City of Lake Geneva, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the City to regulate and control development of these lands which are contiguous to the City.

- c. That the Subject Territory shall be zoned in the Single Family Residential (SR-4) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;
- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the City is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the City Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.

2. Those lands comprising the Subject Territory shall be zoned Single Family Residential (SR-4) Zoning District pursuant to a contemporaneous Resolution of the Common Council, in accordance with the attached Exhibit B incorporated herein.

3. Those lands comprising the Subject Territory shall be included within Supervisory District 11.

4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.

5. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.

6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the City Council of the City of Lake Geneva, Walworth County, Wisconsin, this _____ day of _____, 2023.

Charlene Klein, Mayor

ATTEST:

Lana Kropf, City Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Dan Draper, City Attorney

EXHIBIT A
TO ANNEXATION ORDINANCE

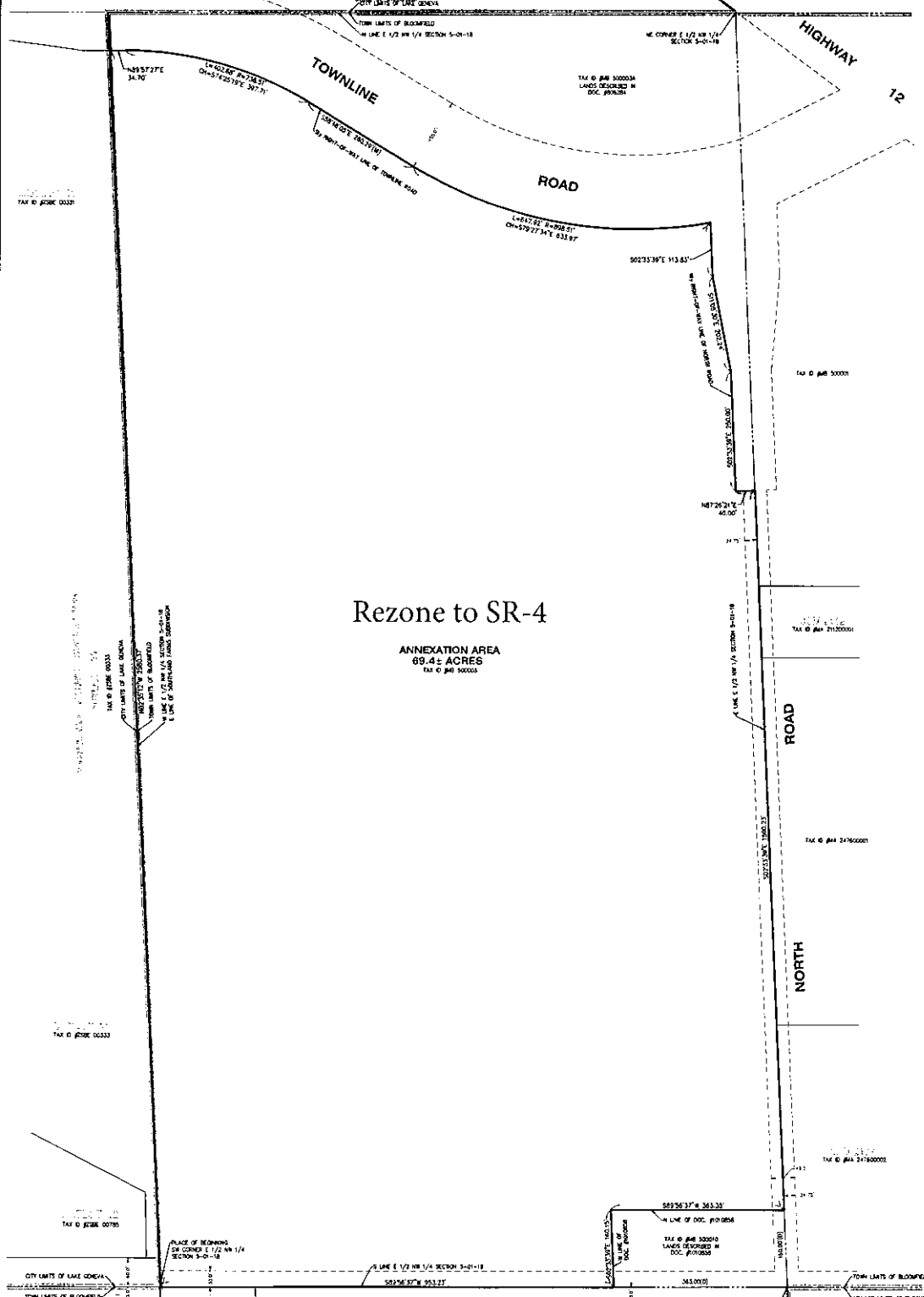
Legal Description for Subject Territory

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,580.37 feet to the Southerly right-of-way line of Townline Road; thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 19 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 260.29 feet; thence Easterly 647.92 feet along said right-of-way line, being along a curve to the left, having a radius of 898.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road; thence South 02 degrees 33 minutes 39 seconds East along said West right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 39 seconds East along said East line, 1,500.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said Walworth County; thence South 89 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Walworth County, State of Wisconsin.

EXHIBIT B
TO ANNEXATION ORDINANCE
Contemporaneous Zoning Request

PLAT OF ANNEXATION & REZONE

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter, thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 5390.37 feet to the Southern right-of-way line of Township Road; thence North 89 degrees 37 minutes 27 seconds East along said right-of-way line, 3470 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 18 seconds East, for a length of 397.71 feet; thence South 56 degrees 48 minutes 05 seconds East along said right-of-way line, 263.29 feet; thence Easterly 647.52 feet along said right-of-way line, being along a curve to the left, having a radius of 556.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 533.97 feet to the Western right-of-way line of North Road; thence South 02 degrees 33 minutes 33 seconds East along said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 33 seconds East along said East line, 1500.53 feet to the Northwest corner of lands described in Document No. 1010656 recorded June 8, 2020 in said Winnebago County; thence South 89 degrees 36 minutes 37 seconds West along the North line of said lands, 363.33 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 33 seconds East along the West line of said lands, 1501.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 36 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Winnebago County.



Rezone to SR-4

ANNEXATION AREA
69.4± ACRES
Tax ID # 300000

CLURRY, FAIRBANK, HUNES
DRAWN BY: TPA
SCALE: 1"=100'
DATE OF READING: ASSIGNED
P.L.N.: 300003
JOB NO.: 230064
FIELDWORK: 09/07/17
ALL BYPRODUCTS FROM THIS SURVEY ARE THE PROPERTY OF VANDERSTAPPEN LAND SURVEYING, INC. AND WILL BE FURNISHED TO THE CLIENT WITHOUT CHARGE.

STATE OF ILLINOIS) J.S.
COUNTY OF WENBAGO)
I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.
This is not a Boundary Survey
Dated at Woodstock, Winnebago County, Illinois 9/22 A.D. 2023.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-000792
By: *Arthur P. O'Shaker*
Winnebago Registered Land Surveyor No. 53021



STAFF REPORT
To Lake Geneva City Council
Meeting Date: May 13, 2024

Re: Symphony Bay Phase 8 Annexation

Description

Annexation is a process whereby jurisdiction over territory in an unincorporated area (town) is transferred from a town to a city or village, typically upon the request of the property owner. Property owners may seek annexation for a variety of reasons, but frequently it is driven by the desire to develop property at urban densities and obtain urban services that are not available in the town such as water and sewer.

The proposed annexation includes approximately 70 acres of land owned by Bloomfield Holdings, LLC, located immediately east of the existing Symphony Bay development on Bloomfield Road.

Comprehensive Plan (Amended 2022)

The subject property is located within the City of Lake Geneva's Urban Service Area and is recommended for future City growth (i.e., annexation by the City of Lake Geneva).

The City's Future Land Use Map (Maps 5a and 5b) in the Comprehensive Plan recommends this area for Planned Neighborhood. The Planned Neighborhood future land use category is intended to provide for a variety of housing choices and a mix of non-residential uses such as parks, schools, religious institutions, and small-scale shopping and service areas. This category enables a mixture of housing types, costs, and densities while maintaining the predominance of single family housing in the community.

The Future Land Use Map also includes an area of Environmental Corridor on the west side of the subject property. Mapped Environmental Corridors indicate the potential for sensitive natural resources such as floodplains, wetlands, steep slopes, wildlife areas, and riparian buffers. Environmental resources within the Environmental Corridor will be protected from development through the City's Natural Resource Overlay Zoning Districts.

The annexation and proposed Single Family Residential – 4 (SR-4) zoning of the subject parcel is consistent with the City's Comprehensive Plan.

Discussion

Under Wisconsin Statutes, direct annexation by unanimous approval is initiated by the electors and property owners. It is the most common type of annexation. This requires that an annexation be contiguous to the City's existing boundaries and will not create a "town island."

When property is annexed into the City, a temporary zoning classification must be assigned until an ordinance approving a zoning map amendment is adopted by the City Council (i.e., permanent zoning). In some cases, the property may retain temporary zoning until the property is ready for development and a permanent zoning classification. Because the subject property is ready for development, Staff recommends assigning temporary zoning and permanent zoning at the same time. Staff recommends Single Family Residential – 4 (SR-4) as both the temporary and permanent zoning classification, consistent with the Comprehensive Plan.

This annexation is a logical extension of the City's municipal boundaries, as it is located within the City's Urban Service Area and is recommended as a future City growth area on the Comprehensive Plan. This is one of the few undeveloped parcels planned for residential growth that is also within the City's Urban Service Area.

In the 2020 Comprehensive Plan Update process, the City took a close look at all areas planned for future residential and decided to eliminate some of these areas, reducing the City's future residential growth area. However, the subject property remained recommended for future residential growth – primarily because it is a logical area for annexation located within the City's Urban Service Area.

*Jackie Mich, AICP
City Planning Consultant
Vandewalle & Associates*

**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____ 2024, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”) BLOOMFIELD HOLDINGS, LLC, a Wisconsin limited liability company (“Owner”) and FAIRWYN SB, INC., a Wisconsin corporation (“Developer”).

RECITALS

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

WHEREAS, the Owner is the owner of certain real property located in the Town of Bloomfield, known as Walworth County Tax Key Parcel No. MB 500003, more particularly described on the attached **Exhibit “A”** incorporated herein (“Symphony Bay Phase 8”); and

WHEREAS, the Developer is the contract purchaser of Symphony Bay Phase 8 and the current developer of the adjacent real property located in the City known as Symphony Bay Subdivision; and

WHEREAS, the Developer has signed and filed with the City the Petition for Direct Annexation by Unanimous Consent of Electors and Property Owners, attached hereto as **“Exhibit B”**, and incorporated herein by reference (“Petition”); and

WHEREAS, the Developer has signed and filed with the City an Application for Zoning Map Amendment, seeking contemporaneous zoning of Symphony Bay Phase 8 under SR-4 Single-Family Residential Zoning District attached hereto as **“Exhibit C”**, and incorporated herein by reference (“Zoning Application”); and

WHEREAS, the Developer shall have the opportunity to seek final zoning of Symphony Bay Phase 8 as SR-4 Single-Family Residential Zoning District contemporaneously with the annexation of Symphony Bay Phase 8; and

WHEREAS, the Developer and City understand that Developer shall seek GDP/PIP approvals in the future for a PUD zoning for Symphony Bay Phase 8 consistent with the engineering, platting, and zoning flexibilities approved for Symphony Bay Subdivision to create a cohesive extension of the existing community; and

WHEREAS, while the precise development of Symphony Bay Phase 8 is unknown at this time, annexation and development are projected to require certain public improvements be planned and constructed to serve Symphony Bay Phase 8; and

WHEREAS, the Developer desires to develop Symphony Bay Phase 8 as a fully-integrated, additional phase of the existing Symphony Bay Subdivision, wherein Symphony Bay Phase 8 shall include approximately one hundred forty (140) single-family lots; and

WHEREAS, Symphony Bay Phase 8 conforms to the City’s 2019 Comprehensive Master Plan, as amended, projecting Planned Neighborhood uses for Symphony Bay Phase 8; and

WHEREAS, the annexation and development of Symphony Bay Phase 8 will benefit the City by increasing the tax base of Symphony Bay Phase 8 within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the Symphony Bay Phase 8 within and under the control of the City, and otherwise promote the general welfare of the City; and

WHEREAS, the City is willing to annex Symphony Bay Phase 8 pursuant to this Agreement; and

NOW, THEREFORE, the City, Bloomfield Holdings, LLC and Fairwyn SB, Inc. agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

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

SECTION 2 ANNEXATION OF PROPERTY

SECTION 2.1. Developer has caused the Petition to be signed and filed with the City, and the other appropriate governmental authorities.

SECTION 2.2. The City may adopt, contemporaneously with the execution of this Agreement an annexation ordinance annexing Symphony Bay Phase 8 to the City, substantially in the form attached as Exhibit B to the Petition (Annexation Ordinance).

SECTION 2.3. Upon contemporaneous adoption of the Annexation Ordinance and approval of the Zoning Application, Symphony Bay Phase 8 shall be zoned SR-4 Single-Family Residential Zoning District, and as further set forth in Exhibit C to the Petition and the Annexation Ordinance.

SECTION 2.4. If the City does not adopt the Annexation Ordinance contemporaneously with the execution of this Agreement, as provided, then, in that event, the Petition, Zoning Application, and this Agreement shall be null and void.

SECTION 2.5. If the City adopts the Annexation Ordinance, the City shall promptly thereafter make all filings and perform all other acts required by Wisconsin Statutes to perfect and complete the annexation of Symphony Bay Phase 8.

SECTION 2.6. Upon the completion and perfection of the annexation of Symphony Bay Phase 8 pursuant to the Annexation Ordinance, the City Council shall amend the Official Zoning Map harmonizing the Zoning of the Symphony Bay Phase 8.

SECTION 3 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 3.1. **Permitted Phasing.** Symphony Bay Phase 8 is designated as single-family development and may be developed in one or more phases ("Phased Development"). It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the development. As Symphony Bay Phase 8 proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, surface water drainage and

water mains and related facilities (collectively, “Improvements”). All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below, and then dedicated and conveyed or transferred to the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a “stand alone” phase or “partial” phase. A “stand alone” phase or “partial” phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

SECTION 3.2. **Contractors.** The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for the subject phase of Symphony Bay Phase 8. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that the Developer may employ any such general contractor or subcontractor, in its own discretion and of its own choosing.

SECTION 3.3. **Improvements’ Compliance with Plans.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for the subject phase of Symphony Bay Phase 8 in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the City Engineer in accordance with accepted industry standards, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the plans and specifications to be reviewed and approved by the City Engineer, all of which documents, when approved, shall be made part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. Developer and City acknowledge plans and specifications have not yet been prepared, but anticipate that the plans and specifications will be similar to the existing plans and specifications for Symphony Bay Subdivision. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, pandemics, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer’s ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days. Further Developer may provide temporary improvements for a subject phase to service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional.

SECTION 3.4. **Required Improvements.** The following are the Improvements which will be required by the City for any phase of Symphony Bay Phase 8 which is commenced by the Developer. Until and unless Developer files the surety bond for a phase, as provided in Section 8.4 hereof, and commences development of such phase, it shall have no obligation to install Improvements on the phase or otherwise develop such phase.

- A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- B. **Roads, Streets.**
 - 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades from the plans and standard specifications, the Developer shall grade the right-of-way of all streets of

the subject phase in accordance with the plans and standard specifications reviewed and approved by the City Engineer.

2. The roads and streets described in the plans and specifications shall be dedicated to the City as public streets.
 3. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the plans and specifications. Said surfacing shall be done in accordance with the plans and specifications. All public streets of Symphony Bay Phase 8 shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Symphony Bay Phase 8 shall have, at a minimum, a four-inch (4") blacktop mat (bituminous concrete pavement).
 4. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. *See Section 8.2, below.*
 5. No improvements to E. Townline Road, North Road, or N Bloomfield Road shall be required of the Developer.
 6. No traffic signal lights are anticipated for any intersection of a Symphony Bay Phase 8 street, road, or private way with North Road or N Bloomfield Road, or within Symphony Bay Phase 8.
- C. **Curb and Gutter.** Symphony Bay Phase 8 is urban in nature and, therefore, curb and gutter installation shall be necessary.
- D. **Sidewalks.** The Developer shall install sidewalks in accordance with the plans and specifications. The sidewalks shall be generally located on one side of the street, as depicted on the plans and specifications. The Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor, unless winter conditions restrict the sidewalk construction, in which case sidewalks will be installed the following spring.
- E. **Sanitary Sewer System.** The Developer shall construct the public sanitary sewer Improvements identified in the plans and specifications to make adequate sanitary sewerage service available to each lot within the subject phase of Symphony Bay Phase 8. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with the plans and specifications. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay Phase 8 shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public sanitary sewer Improvements for any

phase until the same have been installed in accordance with the plans and specifications.

- F. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the subject phase of Symphony Bay Phase 8 as set forth in the plans and specifications. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the plans and specifications approved by the City, the Utility Commission, and their engineers. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the plans and specifications. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the plans and specifications. The City will not accept any storm water management system Improvements described as Stormwater on the Concept Plan, the maintenance of which shall be the responsibility of the Developer or homeowners association to be formed for portions of Symphony Bay Phase 8 served by such Improvements. If such associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements shown as Stormwater on the Concept Plan for inspection, public drainage conveyance, and repairs. The City shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowner's association and place such charges on the real estate property tax bill. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual homeowners property and placed on their real estate property tax bill.
- G. **Public Water Supply Facilities.** The Developer shall construct public water mains in such a manner as to make adequate water service available to each lot within the subject phase of Symphony Bay Phase 8. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the plans and specifications approved by the City, the Utility Commission, and their engineers. One (1) inch (1") polybutylene service shall be installed for each lot to the street line. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay Phase 8 shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of the construction and installation of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the plans and specifications.
- H. **Other Utilities.**
1. The Developer shall cause electrical power, gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Symphony Bay Phase 8. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.

2. Plans and specifications indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Symphony Bay Phase 8 shall be reviewed and approved by the City Engineer.
- I. **Street Lights.** Street lights and street name sign Improvements for the subject phase of Symphony Bay Phase 8 shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Department of Public Works Director. Following installation and approval, such light and street name sign Improvements shall be the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.
- J. **Landscaping.** The Developer shall:
 1. Preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways, drainageways, building foundation sites, private driveways, paths, and trails by use of sound conservation practices.
 2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.

SECTION 4 DEDICATION

SECTION 4.1 **Dedication.** Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Improvements for the subject phase of Symphony Bay Phase 8, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, as provided herein and the related Improvements therefore and any structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Improvements, and together with all necessary easements for access and maintenance thereto.

SECTION 5 PLANS

SECTION 5.1. **Plans on Site.** The engineering plans and specifications for the subject phase of the Development shall be approved by the City Engineer. The Developer shall keep itself supplied with the latest issues of the plans and specifications for the subject phase of Symphony Bay Phase 8, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents. It is anticipated that the engineering plans and specifications will be similar to the underlying Symphony Bay Subdivision.

SECTION 5.2. **Filing Plans.** At least two (2) complete copies of the plans and specifications for the subject phase shall be filed with the City Clerk, together with two (2) sets of the plans and specifications, one (1) set in digital format, of the plans to the City Engineer, all such copies of the plans and specifications shall remain the property of the City.

SECTION 5.3. **City Engineer Instruction.** The City Engineer shall promptly furnish Developer with such additional instructions, by means of drawings, plans or otherwise, as required to proceed

with the work on the subject phase of the Development. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 5.4. **Conformity with Plans.** All Improvements shall be executed in conformity with such plans and specifications, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 5.6. **Additional Plans.** If any additional plans or specifications are prepared by the Developer, the cost of same shall be paid for by the Developer. If any additional plans or specifications are prepared by the City Engineer, the Developer shall pay to the City all costs incurred by the City for preparation of said plans and specifications, which costs shall include engineering, legal, administrative, and all other miscellaneous costs. The Developer shall pay to the City all costs incurred by the City Engineer when he or she reviews the plans and specifications that are prepared by, or at the direction of, the Developer for the subject phase of Symphony Bay Phase 8.

SECTION 5.7. **As Built Drawings.** The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set in digital format, for all of the Improvements under this Agreement upon the completion of the subject phase of Symphony Bay Phase 8. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer's expense.

SECTION 6 CONSTRUCTION AND INSPECTION

SECTION 6.1. **Commencement.** No construction, installation of Improvements shall commence for the subject phase of Symphony Bay Phase 8 until the Developer has made arrangements for inspection and construction staking, and the City Engineer has given written authorization.

SECTION 6.2. **Inspection.** The Developer, prior to any work within the subject phase of Symphony Bay Phase 8, shall make arrangements with the City Engineer to provide for adequate inspection of Improvements during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the plans and specifications comply with the laws, ordinances and regulations of the City (collectively, "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The City Engineer shall approve all work on all Improvements prior to release of the sureties.

SECTION 6.3. **Access.** The City Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 6.4. **Assistance.** The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his or her inspectors, representatives, or agents, for the subject phase of Symphony Bay Phase 8.

SECTION 6.5. **Responsibilities Not Relieved.** Inspection of the Improvements by these authorities or their responsibilities shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City.

SECTION 6.6. **Materials Inspection.** No materials of any kind shall be used in the public Improvements for the subject phase of Symphony Bay Phase 8 until it has been inspected and accepted by the City Engineer, or his or her inspector. All rejected materials shall be immediately

removed from Symphony Bay Phase 8. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

SECTION 6.7. **Request for Inspection.** Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority of the date fixed for such inspection.

SECTION 6.8. **Compliance with Laws.** The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for the subject phase of Symphony Bay Phase 8, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 6.9. **Permits.** The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the Improvements for the subject phase of Symphony Bay Phase 8, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

SECTION 6.10. **Engineering Fees.** The City shall require that the City Engineer provide the Developer with a written, detailed estimate of the anticipated cost of all engineering inspection of construction, construction staking, and all inspections by the City Engineer, or his or her inspector for the subject phase of Symphony Bay Phase 8, before the commencement of such phase. The Developer shall pay to the City the actual cost billed by the City Engineer for such phase.

SECTION 7 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 7.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the subject phase of Symphony Bay Phase 8. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Symphony Bay Phase 8, and other property at Symphony Bay Phase 8, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the subject phase of Symphony Bay Phase 8.

SECTION 7.2. **No Nuisance.** The Developer shall provide all necessary privy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Symphony Bay Phase 8.

SECTION 7.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Symphony Bay Phase 8, all necessary safeguards for safety and

protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer's contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

SECTION 7.4. **Preventing Damage.** In emergencies affecting the safety of persons or the work or property at Symphony Bay Phase 8, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

SECTION 8 TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

SECTION 8.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Symphony Bay Phase 8 will commence no later than December 31, 2027. The term of this Agreement ("Term") shall expire on the tenth (10th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Symphony Bay Phase 8.

SECTION 8.2. **Final Lift.** The City acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed no later than (i) twenty-four (24) months from the time the Developer commences the construction of the segment of road within the subject phase, and (ii) upon the issuance of certificates of occupancy for seventy five (75%) percent of the dwelling units within the subject phase. Except that should winter conditions restrict the laying the final layer of asphaltic pavement, then the final lift of asphaltic pavement will be installed the following spring. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. Developer may start construction of production homes within a phase after the binder course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the City Engineer prior to laying the final layer and the City shall make its inspection and accept the dedication without delay.

SECTION 8.3. **Model Homes.** No building permit will be issued to any lot within the subject phase of Symphony Bay Phase 8 until the installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may construct up to four (4) single-family model homes within Symphony Bay Phase 8 before the foregoing Improvements are constructed. The City shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the City of a surety bond, and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of binder course. None of the foregoing shall limit the Developer's right to construct additional model homes in a phase for which the Improvements have been constructed.

SECTION 8.4. **Security.** A surety bond will be filed with the City prior to construction of the subject phase of Symphony Bay Phase 8. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) percent of the public Improvements for the subject phase of Symphony Bay Phase 8 shall be issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value

of Improvements for the subject phase of Symphony Bay Phase 8 previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Symphony Bay Phase 8 has been completed and paid for. Should additional improvements for the subject phase of Symphony Bay Phase 8 be added or the cost of the intended Improvements for the subject phase of Symphony Bay Phase 8 prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase, the Developer shall maintain a maintenance bond in the amount of twenty (20%) percent of the cost of such Improvements for twelve (12) months after their installation. Any surety must notify the City not less than ten (10) days before the expiration of any bond it has posted with the City.

SECTION 8.5. Acceptance of Work. No act of the City, of the City Engineer, or of any representative of either, in inspecting the public Improvements of the subject phase of Symphony Bay Phase 8, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. Acceptance of the streets within a Phase shall be made by the City no later than one year after the second lift of asphalt is installed, but the bond reductions shall be made by the City as work has been completed and paid for, as provided herein. The City, at its cost, shall provide snow removal from streets once the binder course has been installed. No waiver of any breach of this Agreement by the City of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8.6. Breach, Completion. In the event the Developer fails to complete the public Improvements within the specified time for the subject phase of Symphony Bay Phase 8, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not take action as prescribed in the notice to remedy the delay, neglect or default, as specified by the City in its notice, subject to the provisions of Section 3.3 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Symphony Bay Phase 8, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the public Improvements for the subject phase of Symphony Bay Phase 8, by or on its own account, or may enter into a new agreement with another party for the completion of the public Improvements of the subject phase of Symphony Bay Phase 8, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the public Improvements for the subject phase of Symphony Bay Phase 8 under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

SECTION 9 RISK OF LOSS

SECTION 9.1. Risk of Loss. The risk of loss or damage of any kind whatsoever to materials stored on Symphony Bay Phase 8 which are to be incorporated into any phase of Symphony Bay Phase 8, and the risk of damage or destruction to Symphony Bay Phase 8 or any part thereof, at

any time prior to the completion and acceptance of the public Improvements to be performed under this Agreement, is assumed by the Developer.

SECTION 10 DEVELOPER'S INSURANCE

SECTION 10.1. **Insurance.** The Developer shall not commence, or cause to be commenced, work on the subject phase of Symphony Bay Phase 8 under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence such Improvements on such phase until all such insurance required of the Developer has been so obtained and approved.

SECTION 10.2. **Workmen Compensation Insurance.** The Developer shall take out and maintain during the life of this Agreement, Workmen Compensation Insurance for all of its employees employed at Symphony Bay Phase 8, and in case any work is sublet, the Developer shall require all contractors and subcontractor to similarly provide Workmen Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at Symphony Bay Phase 8 for the subject phase of Symphony Bay Phase 8 are engaged in hazardous work under this Agreement, but are not protected under the Workmen Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.

SECTION 10.3. **Public Liability and Property Damage.** The Developer shall take out and maintain during the Term of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred thousand Dollars (\$500,000.00).

SECTION 10.4. **Contractor Insurance.** The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above, including contractor's contingent or protective insurance, if necessary, to protect the Developer from damage claims arising from operations under this Agreement.

SECTION 10.5. **Insurance Covering Special Hazards.** The following special hazards shall be covered by rider or rides to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from Symphony Bay Phase 8 .

SECTION 10.6. **Proof of Carriage of Insurance.** Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 10.7. **Cancellation of Insurance.** Each policy shall provide that it is noncancelable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

SECTION 10.8. **Endorsements.** The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 11 hereof.

SECTION 11 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 11.1. **Indemnity.** The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the Improvements constructed or to be constructed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

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

SECTION 11.2. **Defense.** The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and reasonable attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies. This hold harmless agreement does not apply to any disputes between the City and any other federal, state, or municipal entity or agency.

SECTION 11.3. **Immunity Not Affect.** This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

SECTION 11.4. **Certificate of Insurance.** The Developer further agrees that prior to commencement of the public or private Improvements under this Agreement, it will deposit with the City Administrator certificates of insurance relating to the foregoing, together with a contractual indemnify endorsement relating to this hold harmless agreement.

SECTION 12 MISCELLANEOUS

SECTION 12.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City

and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer and signed by them.

SECTION 12.2. **Conflicts with Codes and Ordinances of the City.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Final Plats, Site Phasing Plan, GDP or the PIP, conflict with the terms and provisions of any codes or ordinances of the City, the terms and provisions of this Agreement shall prevail and control.

SECTION 12.3. **Cooperation with Permits, Easements.** The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Symphony Bay Phase 8, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to Symphony Bay Phase 8, in accordance with the plans and specifications. City shall process any applications and shall issue such permits within the following time periods after application of such permits are made: Building Permits – 10 days; Occupancy Permits – 10 days; Subdivision – at time of final plat approval.

SECTION 12.4. **Assessment Pending Development.** If allowed by law, Symphony Bay Phase 8 shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of Symphony Bay Phase 8 not so improved or developed shall be assessed as it is actually used. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 12.5. **Impact Fees.** It is understood and acknowledged by the Developer that the City amended, and greatly increased, its impact fees by Ordinance 23-03 adopted June 12, 2023, and effective June 22, 2023 ("Impact Fees"). The Developer shall be responsible for payment of the Impact Fees for each residential unit prior to issuance of a building permit. **No prepayment shall be allowed.**

SECTION 12.6. **Codes and Fees.** City agrees that:

- A. Impact fees shall not exclusively apply to Symphony Bay Subdivision and Symphony Bay Phase 8; and
- B. Provided it is not contrary to state or federal law, there shall be no requirements made by the City that the residential buildings within Symphony Bay Phase 8 be sprinklered.

SECTION 12.7. **Monotony Code.** Any existing ordinance or ordinance hereinafter enacted or modified which limits, governs or controls architectural style, colors, building materials or placement of homes on lots which may be in conflict with the "Monotony Code Lot Restrictions Symphony Bay Phase 8 (the "Monotony Code") attached hereto as "**Exhibit D**" shall not be applicable to houses built on Symphony Bay Phase 8, and the Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code within the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 12.8. **Temporary Certificates of Occupancy.** Temporary certificates of occupancy shall be issued during periods of winter weather for homes when construction has not been completed.

SECTION 12.9. **Sale Trailers.** Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Symphony Bay Phase 8. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 12.10. **Marketing Improvements.** Developer shall be permitted to install the following improvements to be used for the marketing of homes on Symphony Bay Phase 8 at such locations as may be approved by the City:

- a. 10' by 30' sales signs at each N Bloomfield Road and Townline Road;
- b. Temporary guest parking areas for potential customers who may come to Symphony Bay Phase 8; and
- c. Temporary promotional areas for sales events conducted by Developer within Symphony Bay Phase 8.

SECTION 12.11. **Elevations.** In addition to elevations approved for Symphony Bay Subdivision, Developer may at any time introduce new elevations to be constructed within Symphony Bay Phase 8, for which building facades may be approved administratively by the Building and Zoning Administrator of the City without the need for Developer to obtain any additional approvals. However, moving the garage closer to the street than the porch or living area shall require general development and precise implementation plan approval for such changes.

SECTION 12.12. **Maintenance of Detention Ponds.** The Declaration of Covenants for Symphony Bay Phase 8, which will be recorded against Symphony Bay Phase 8 states that the Homeowner's Association established for Symphony Bay Phase 8 shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas.

SECTION 12.13. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.14. **City Not Partner.** The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.15. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.16. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety

bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.17. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.18. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 12.19. **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: FAIRWYN SB, INC.
875 TOWNLINE RD
SUITE 103
LAKE GENEVA, WI 53147

If to Owner: BLOOMFIELD HOLDINGS, LLC
c/o FAIRWYN DEVELOPMENT CORPORATION
875 TOWNLINE RD
SUITE 103
LAKE GENEVA, WI 53147

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAVAN, WI 53115

If to City: CITY CLERK'S OFFICE
626 GENEVA STREET
LAKE GENEVA, WI 53147

With copy to: CITY ATTORNEY
ATTN: DANIEL S. DRAPER
626 GENEVA STREET
LAKE GENEVA, WI 53147

SECTION 13
DEVELOPER RIGHT OF DETACHMENT

SECTION 13.1. **Developer Right to Detach.** Developer and City agree that Developer shall have the right to detach Symphony Bay Phase 8 from the City should Developer, in Developer's sole discretion, be unable to obtain zoning, platting, and other approvals to develop Symphony Bay Phase 8 in a manner acceptable to the Developer. City hereby agrees to effectuate said detachment by deannexation or any other legally permissible procedure for detachment. Upon completion of detachment of Symphony Bay Phase 8, this Preannexation and Development Agreement shall be deemed null and void and the parties shall have no further obligations related to this Agreement.

[Signature Pages Follow]

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

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

By: _____
Mayor

Attest: _____
City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the _____ day of _____, 2024

BLOOMFIELD HOLDINGS, LLC
(The “Owner”)

By: _____
Brian C. Pollard
Its:

FAIRWYN SB, INC.
(The “Developer”)

By: _____
Brian C. Pollard
Its:

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

EXHIBIT A
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Legal Description of Symphony Bay Phase 8

EXHIBIT B
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Petition for Direct Annexation by Unanimous Consent of Electors and Property Owners

EXHIBIT C
TO ANNEXATION AND DEVELOPMENT AGREEMENT
Zoning Application

EXHIBIT D
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Monotony Code

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing carryover of Lakefront Fund budget amounts from 2023 to 2024.			
Committee:	Finance considered on May 7, 2024		
Fiscal Impact:	N/A		
File Number:	24-R34	Date:	May 13, 2024

Whereas, the Common Council approved the 2023 General Fund Budget and Lakefront Budget for the City of Lake Geneva purchases to occur during 2023, and

Whereas, the timing on operating purchases has changed from the budgeted assumptions, and

Whereas, on May 7, 2024, the City of Lake Geneva, Finance, Licensing and Regulation Committee reviewed the proposed budget amendments and found it is in the best interest of the City, and recommends that the City of Lake Geneva Common Council approve the carryover of Lakefront Fund budget amount, as follows:

Riviera Light Project \$23,100

Now Therefore be it Resolved by the Lake Geneva Common Council be hereby directed and authorized to carryover 2023 funds and amend the 2024 budgets as outlined above.

Granted by action of the Common Council of the City of Lake Geneva this 13th day of May 2024.

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

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lana Kropf, City Clerk

CITY OF LAKE GENEVA

Lakefront Fund Carryforward

Lower Riviera Repairs (40-55-20-52400) \$23,1000

This is due to the project beginning in November of 2023, however, not being completed until March 2024.

RESOLUTION OF THE COMMON COUNCIL			
Resolution authorizing carryover of General Fund budget amounts from 2023 to 2024.			
Committee:	Police and Fire Commission considered on May 9, and Finance considered on May 7, 2024.		
Fiscal Impact:	N/A		
File Number:	24-R35	Date:	May 13, 2024

Whereas, the Common Council approved the 2023 General Fund Budget for the City of Lake Geneva purchases to occur during 2023, and

Whereas, the timing on operating purchases has changed from the budgeted assumptions, and

Whereas, on May 7, the City of Lake Geneva, Finance, Licensing and Regulation Committee and on May 9 the Police and Fire Commission reviewed the proposed budget amendments and found it is in the best interest of the City, and recommends that the City of Lake Geneva Common Council approve the carryover of General Fund budget amounts, as follows:

General Fund \$79,200

Now Therefore be it Resolved by the Lake Geneva Common Council be hereby directed and authorized to carryover 2023 funds and amend the 2024 budgets as outlined above.

Granted by action of the Common Council of the City of Lake Geneva this 13th day of May 2024.

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

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

Todd Krause, Mayor

Date

Attest:

Lana Kropf, City Clerk

CITY OF LAKE GENEVA
PROPOSED BUDGET CARRYFORWARD AMENDMENTS - 2023 TO 2024

POLICE DEPARTMENT

Special Equipment- (11-21-00-53420)	\$2,000	Chain Supply Issues (SWAT Uniforms)
Body Armor Expenditures (11-21-00-57370)	\$8,100	Chain Supply Issues
Equipment Outlay (11-21-00-58100) 2024)	<u>\$28,500</u>	Mobile Radio received but will not be invoiced until
Total Police Department Carryforwards	\$38,600	

FIRE DEPARTMENT

Fire Dept Uniforms (11-22-00-51380)	\$ 4,900	Chain Supply Issues (ordered in 2023 not to receive 2024)
State Mandated Equip Testing (11-22-00-58200)	\$26,500	On going repair from 2023 into 2024
Equipment Outlay (11-22-00-58500)	<u>\$ 9,200</u>	Backorder and Chain Supply Issues (fan, Saw Nozzles)
Total Fire Department Carryforwards	\$40,600	

RESOLUTION OF THE COMMON COUNCIL			
Preliminary resolution declaring intent to exercise Special Assessment Powers for the City of Lake Geneva 2024 Street Improvement Project			
Committee:	Finance considered on May 7, 2024		
Fiscal Impact:	N/A		
File Number:	24-R37	Date:	May 13, 2024

BE IT RESOLVED, by the Common Council of the City of Lake Geneva, Wisconsin, that:

1. The City of Lake Geneva, by its Common Council, hereby declare its intention to exercise its police power pursuant to Section 66.0703, Wisconsin Statutes, to levy special assessments against some or all of the property described in Attachment A, for benefits accruing to such property by the construction of Public Improvements, including sidewalks. The special assessments may include the direct and indirect cost of the Public Improvements, the resulting damages, the interest on bonds or notes, charges for the administrative staff of the City, and the cost of any engineering and legal services, and any other items of direct or indirect cost that may reasonably be attributed to the Public Improvements.

2. Whether the assessments will be deferred or not and whether the assessments will be payable in installments will be determined following the completion of a final special assessment report and following the public hearing required under Wis. Stat. § 66.0703(7).

3. The City Engineer is directed to prepare a report thereon consisting of:

- a). Preliminary plans and specifications for said Public Improvements;
- b). An estimate of the entire cost of the proposed Public Improvements;
- c). A schedule of the proposed assessments;
- d). A statement that the property against which the assessments are proposed is benefitted.

Upon completion of such report, the City Engineer is directed to file copies thereof in the office of the City Clerk for public inspection

Granted by action of the Common Council of the City of Lake Geneva this 13th day of May, 2024.

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

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

Todd Krause, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

Timeline for 2024 Lake Geneva Sidewalk Program

- 05/07/2024 – Introduce preliminary resolution for sidewalk assessments at FLR.
- 05/13/2024 – preliminary resolution for sidewalk assessments to Common Council. Kapur to provide preliminary plans and specifications for said Public Improvements, an estimate of the entire cost of the proposed Public Improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefitted to Clerk
- 05/13/2024 – Council Approves Bid
- 05/17/2024 – Clerk to mail resolution and letter (written by Kapur?) indicating work needing to be done, the total affected properties, and the date/time of the public hearing for which the Council will consider the Final Resolution to all affected property owners for sidewalk repairs in 2024 Streets Program. Send to Lake Geneva Regional News to publish resolution. (at least 20 days prior to start of construction) Sidewalk construction start after June 10th
- 05/27/2024– Council Meeting public hearing and final resolution for sidewalk assessments; Approval of Bids

FILENAME: D:\Wellworth_Co\Lake_Geneva_City\Gov\240268 2024 Lake Geneva Street Program\DESIGN\240268 DESIGN_STREETS_NORTH_ST.dwg



LEGEND

SIDEWALK REPLACEMENT



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2024 LAKE GENEVA
SIDEWALK
ASSESSMENTS

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:

RELEASE:

PRELIMINARY

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE:

IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

all in 3-28-24

SHEET:

NORTH ST -
SIDEWALK EXHIBIT

PROJECT MANAGER: NR
PROJECT NUMBER: 24.0268
DATE: 05-08-2024

SHEET NUMBER:

EX

PROJECT:

2024 LAKE GENEVA SIDEWALK ASSESSMENTS

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:

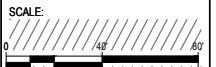


PRELIMINARY

REVISIONS:

NORTH ARROW: _____

NORTH ARROW: _____



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



SHEET:

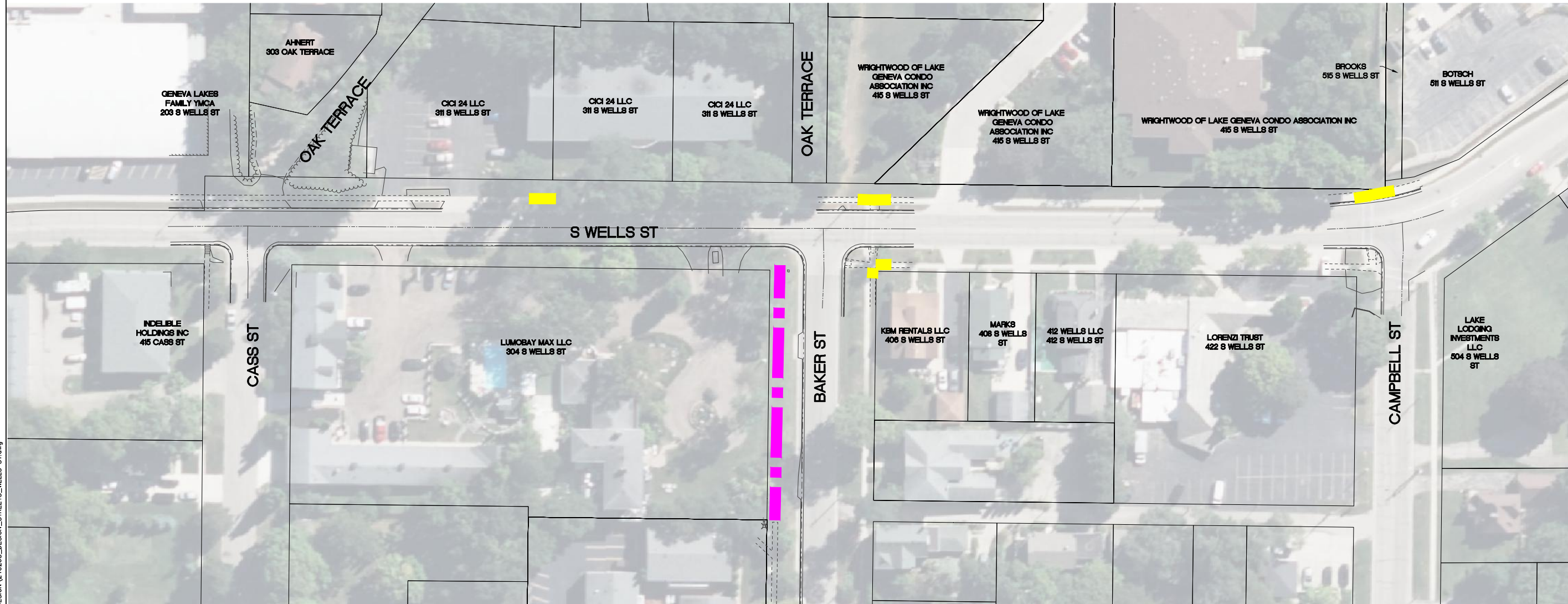
WELLS ST -
SIDEWALK EXHIBIT

PROJECT MANAGER:	NR
PROJECT NUMBER:	24.0268
DATE:	05-08-2024

SHEET NUMBER:

EX

Page 99 of 16



LEGEND

SIDEWALK REPLACEMENT

NEW SIDEWALK

PROJECT:

LOCATION:

CLIENT: _____



REVISIONS:

NORTH ARROW: _____

NORTH ARROW: _____



SCALE: _____

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL: _____



SHEET: _____

PROJECT MANAGER:	NR
------------------	----

PROJECT NUMBER:	24.0268
-----------------	---------

DATE: 05-08-2024

SHEET NUMBER:

Page 100 of 16



NEW SIDEWALK

FILENAME: D:\Waltham_Co\Lake Geneva_City\Gov\240268 2024 Lake Geneva Street Program\DESIGN\240268 DESIGN_PARKING LOT F.dwg



LEGEND

SIDEWALK REPLACEMENT



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2024 LAKE GENEVA
SIDEWALK
ASSESSMENTS

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



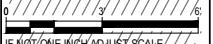
RELEASE:

PRELIMINARY

REVISIONS:

#	DATE	DESCRIPTION
1	4-13-23	FINAL SW LOCATIONS

NORTH ARROW:


SCALE:


IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:


all in 3-28-24

SHEET:

PARKING LOT F

PROJECT MANAGER: NR
PROJECT NUMBER: 24.0268
DATE: 05-08-2024

SHEET NUMBER:

EX

Page 101 of 168



CITY OF LAKE GENEVA
2024 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ATTACHMENT A

May 8, 2024

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS
ZYUP00198	120 Properties LLC	NW corner of Lake Geneva Blvd and Townline	W3167 Wildwood LN, Lake Geneva WI 53147
ZA430500001	Frank Kresen Post #24 of the American Legion	735 Henry St, Lake Geneva WI 53147	735 Henry St, Lake Geneva WI 53147
ZF00001	Michael & Daniela Folker	904 Center St, Lake Geneva WI 53147	2048 N Brighton Pl, Arlington Heights IL 60004
ZF00003	Michael & Daniela Folker	713 Henry St, Lake Geneva WI 53147	2048 N Brighton Pl, Arlington Heights IL 60004
ZF00004	Evelyn A Johnson	723 Henry St, Lake Geneva WI 53147	723 Henry St, Lake Geneva WI 53147
ZF00007	Carlos Miramontes	747 Henry St, Lake Geneva WI 53147	747 Henry St, Lake Geneva WI 53147
ZF00009	William V Krohn	905 Williams St, Lake Geneva WI 53147	427 Eugene Dr, Lake Geneva WI 53147
ZF00010	Scott J & Debra S Lancour	829 Williams St, Lake Geneva WI 53147	829 Williams St, Lake Geneva WI 53147
ZF00017	James Ligon & Patricia Lynn Farmer	716 Henry St, Lake Geneva WI 53147	716 Henry St, Lake Geneva WI 53147
ZF00018	Henry L Ziobro Jr Trust & Linda M Ziobro Trust	710 Henry St, Lake Geneva WI 53147	N3285 Rosewood Rd, Lake Geneva WI 53147
ZF00018A	Thomas G Vrabel	702 Henry St, Lake Geneva WI 53147	2650B N Southport Ave, Chicago IL 60614
ZCL 00098	Peter Nanni & Deborah A Nanni	1035 North St, Lake Geneva WI 53147	PO Box 267, Algonquin IL 60102
ZCL 00103	Valerie Johnson Dann	606 Madison St, Lake Geneva WI 53147	606 Madison St, Lake Geneva WI 53147
ZOP 00034	Timothy & Janice Sireno	540 Madison St, Lake Geneva WI 53147	540 Madison St, Lake Geneva WI 53147
ZOP 00034A	Duane A & Donna M Hove	1020 North St, Lake Geneva WI 53147	1020 North St, Lake Geneva WI 53147
ZOP 00046	Sonya S Dalley	531 Warren St, Lake Geneva WI 53147	531 Warren St, Lake Geneva WI 53147
ZRA 00041	Brennan A & Ryan Williams	605 Madison St, Lake Geneva WI 53147	1742 N Winchester Ave #201, Chicago IL 60622
ZA452900001	Lumbobay Max LLC	421 Wells St, Lake Geneva WI 53147	PO Box 426, Lake Geneva WI 53147
ZOP00353	KBM Rentals LLC	406 S Wells St, Lake Geneva WI 53147	2162 Wood Way, Stevensville MI 49127
ZOP00389E	CICI 24 LLC	311 S Wells St, Lake Geneva WI 53147	1544 W Main St, Lake Geneva WI 53147
ZOP00389F	CICI 24 LLC	311 S Wells St, Lake Geneva WI 53147	1544 W Main St, Lake Geneva WI 53147
ZWRI 00001	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
16 Tax Keys	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00201	Polek Revocable Trust	415 S Wells St #201, Lake Geneva WI 53147	415 S Wells St #201, Lake Geneva WI 53147
ZWRI 00202	Robert Smith Jr Trust & Lee A Smith Trust	415 S Wells St #202, Lake Geneva WI 53147	415 S Wells St #202, Lake Geneva WI 53147
ZWRI 00203	Philip S Nelson	415 S Wells St #203, Lake Geneva WI 53147	410 E Countryside, Yorkville IL 60560
ZWRI 00204	Joan A Baron Trust	415 S Wells St #204, Lake Geneva WI 53147	4751 Bonita Bay Blvd #901, Bonita Springs FL 34134
ZWRI 00205	William H Johnson Trust	415 S Wells St #205, Lake Geneva WI 53147	W3817 Palmer Rd, Lake Geneva WI 53147
ZWRI 00206	Charles J Saul Trust & Judith K Nolan Trust	415 S Wells St #206, Lake Geneva WI 53147	415 S Wells St #206, Lake Geneva WI 53147
ZWRI 00207	Thon Trust	415 S Wells St #207, Lake Geneva WI 53147	PO Box 52000, Pacific Grove CA 93950
ZWRI 00208	August Greidanus Trust & Linda E Greidanus Trust	415 S Wells St #208, Lake Geneva WI 53147	1406 Orange Ct Ut D, Mt Prospect IL 60056
ZWRI 00301	Patricia McAvoy-Costin & Timothy E Costin	415 S Wells St #301, Lake Geneva WI 53147	13808 Miranese St, Venice FL 34293
ZWRI 00302	Gerald I Wilson Trust	415 S Wells St #302, Lake Geneva WI 53147	7 Santa Susana Ln, Sedona AZ 86336
ZWRI 00303	Shannon J Finger	415 S Wells St #303, Lake Geneva WI 53147	W302 S2684 Boettcher Ct, Waukesha WI 53188
ZWRI 00304	Dorothy Swatek Trust	415 S Wells St #304, Lake Geneva WI 53147	415 S Wells St #304, Lake Geneva WI 53147
ZWRI 00305	Michael A & Patricia J Kayser	415 S Wells St #305, Lake Geneva WI 53147	5232 96th St E, Bradenton FL 34211
ZWRI 00306	John M & Toni K Brady	415 S Wells St #306, Lake Geneva WI 53147	415 S Wells St #306, Lake Geneva WI 53147
ZWRI 00307	Antoni E & Andrea K Wesolowski	415 S Wells St #307, Lake Geneva WI 53147	27 Kestral Way, Key West FL 33040



CITY OF LAKE GENEVA
2024 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ATTACHMENT A

May 8, 2024

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS
ZWRI 00308	Karen Mathis Trust	415 S Wells St #308, Lake Geneva WI 53147	6525 Berkshire Pl, University Park Fl. 34201
20 Tax Keys	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00701	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #701, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00702	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #702, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00703	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #703, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00704	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #704, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00705	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #705, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00706	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #706, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00707	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #707, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00708	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #708, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00709	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #709, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00710	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #710, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105
ZWRI 00801	Steven Blohm Trust & Mary C Blohm Trust	415 S Wells St #801, Lake Geneva WI 53147	415 S Wells St #801, Lake Geneva WI 53147
ZWRI 00802	Susan Bentley Trust	415 S Wells St #802, Lake Geneva WI 53147	415 S Wells St #802, Lake Geneva WI 53147
ZWRI 00803	Bruce & Barbara Burris	415 S Wells St #803, Lake Geneva WI 53147	4505 Neumann Ln, Burlington WI 53105
ZWRI 00804	John H & Susan I Rover	415 S Wells St #804, Lake Geneva WI 53147	401 8 Albert St, Mt Prospect IL 60056
ZWRI 00805	Barbara Bergsma Trust	415 S Wells St #805, Lake Geneva WI 53147	415 S Wells St #805, Lake Geneva WI 53147
ZWRI 00806	Greg R & Dorothy J Chapman	415 S Wells St #806, Lake Geneva WI 53147	23714 Vintage Knoll Ct, Painfield IL 60544
ZWRI 00807	Frederick Fei-chun Yuen Trust & Stella C Yuen Trust	415 S Wells St #807, Lake Geneva WI 53147	1732 RFD, Long Grove ILL 60047
ZWRI 00808	Hank & Lynn Zbierski	415 S Wells St #808, Lake Geneva WI 53147	PO Box 240, Springfield WI 53176
ZWRI 00809	Joanne Niessner Trust	415 S Wells St #809, Lake Geneva WI 53147	415 S Wells St #809, Lake Geneva WI 53147
ZWRI 00810	John W & Donna J Kearns	415 S Wells St #810, Lake Geneva WI 53147	2505 Westminster Ln, Aurora IL 60506
300359 (40 Tax Keys)	The Meridien Residential Condominium	335 Wrigley Dr, Lake Geneva WI 53147	335 Wrigley Dr, Lake Geneva WI 53147
ZMER 00001	Signature Leasing LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 492, Dekalb IL 60115
ZMER 00002	Michael J Cortez & Gloria J Cortez	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 085131, Racine WI 534085131
ZMER 00003	Linda M Maksymczuk & Maria Maksymczuk	335 Wrigley Dr, Lake Geneva WI 53147	3130 Cottonwood Ct, Highland Park IL 60035
ZMER 00004	Linda M Maksymczuk & Maria Maksymczuk	335 Wrigley Dr, Lake Geneva WI 53147	3130 Cottonwood Ct, Highland Park IL 60035
ZMER 00005	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00006	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00007	Thomas V Powell & Diana J Powell	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 11, Powers Lake WI 53159
ZMER 00008	David Pack	335 Wrigley Dr, Lake Geneva WI 53147	8820 Lake Ridge Dr, Darien IL 60561
ZMER 00009	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00010	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00011	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00012	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00013	Jeffrey Santo & Kathleen Marie Castoro Trust	335 Wrigley Dr, Lake Geneva WI 53147	1335 Chadwick Ct, West Dundee IL 60118
ZMER 00014	Roger & Louise Simonson	335 Wrigley Dr, Lake Geneva WI 53147	725 Juneberry Rc, Riverwoods IL 60015
ZMER 00015	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00016	Matthew R Powell & Thomas V Powell Jr	335 Wrigley Dr, Lake Geneva WI 53147	12127 W Edgewood Dr, Homer Glen IL 60491
ZMER 00017	Daniel Burns Trust & Lorraine Diaz Trust	335 Wrigley Dr, Lake Geneva WI 53147	136 N Brainard Av, Lagrange IL 60525
ZMER 00018	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147



CITY OF LAKE GENEVA
2024 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ATTACHMENT A

May 8, 2024

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS
ZMER 00019	Filipinas R Madriaga & Sonia G Tan	335 Wrigley Dr, Lake Geneva WI 53147	7256 W Olive Av, Chicago IL 60631
ZMER 00020	Filipinas R Madriaga & Sonia G Tan	335 Wrigley Dr, Lake Geneva WI 53147	4430 W Oak Park Av, Harwood Heights IL 60706
ZMER 00021	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00022	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00023	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00024	Allen Radovich & Karen A Radovich	335 Wrigley Dr, Lake Geneva WI 53147	30 Gates St, Crystal Lake IL 60014
ZMER 00025	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00026	Richard L Landwehr Trust	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 370, Gilberts IL 60136
ZMER 00027	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00028	Alan D Davis & Janet L Davis	335 Wrigley Dr, Lake Geneva WI 53147	2560 Matthew John Dr, Dubuque IA 52002
ZMER 00029	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00030	Haydeh Judar Trust	335 Wrigley Dr, Lake Geneva WI 53147	128 Fellows Ct Apt H, Elmhurst IL 60126
ZMER 00031	Cap Investments IV LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 472, Park Ridge IL 60068
ZMER 00032	335 Wrigley Drive LLC C/O Signature Leasing LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 492, Dekalb IL 60115
ZMER 00033	Keri LLC	335 Wrigley Dr, Lake Geneva WI 53147	11605 Richmond Ln, Huntley IL 60142
ZMER 00034	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00035	Dawn Mckay	335 Wrigley Dr, Lake Geneva WI 53147	2501 S Browns Lake Dr, Burlington WI 53105
ZMER 00036	Richard L Landwehr Trust	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 370, Gilberts IL 60136
ZMER 00037	James M Briley Trust	335 Wrigley Dr, Lake Geneva WI 53147	1410 Powers Way, Venice FL 34292
ZMER 00038	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00039	Henri J M Lorenzi Trust C/O Charles Lorenzi	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147
ZMER 00040	Bella Vista Suites on the Shores of Lake Geneva Residen	335 Wrigley Dr, Lake Geneva WI 53147	335 Wrigley Dr, Lake Geneva WI 53147

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Lake Geneva**

Owner's Contract No.:

Engineer: **Kapur & Associates, Inc.**

Engineer's Project No.: **23.0152**

Project: **Lagoon Seawall Repairs**

Contract Name: **Lagoon Seawall Repairs**

Bidder: **CK Contractors**

Bidder's Address: **17622 Burlington Road #2, Union Grove, WI 53182**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **Thursday, March 21st, 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

City of Lake Geneva, Lagoon Seawall Repairs.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: **\$ \$48,413.50** *[subject to unit prices]*

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: **Charlene Klein**

Title: **Mayor, City of Lake Geneva**

Copy: **Engineer**

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Bridget Barry
CC: Lana Kropf, Naomi Rauch
Date: March 21, 2024
Re: Bid Approval and Recommendation for Geneva Lake Seawall Repair

A total of three bids were received on Thursday, March 21st, 2021, for the **Geneva Lake Seawall Repair Project**. The bids were reviewed, and the final bid tab results are as follows:

Item	Bidder #1 CK Contractors	Bidder #2 Glen Fern Construction	Bidder #3 Radtke Contractors Inc.	Bidder #4 Drax Inc.
Total Base Bid	\$48,413.50	\$53,703.39	\$62,610.00	\$83,138.00

Per the Contract, the award of the **Geneva Lake Seawall Repair Project** shall go to the lowest responsible bidder based on the lowest bid of the work that the City chooses to complete. Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **Geneva Lake Seawall Repair Project** contract to **CK Contractors**. A bid bond of 5% of the contract price, and qualification statement were submitted and complete with each bid. The project General Bid Tab is attached for your review.



Geneva Lake Seawall Repair - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 03/21/2024 at 11:00 am

				CK Contractors		Glen Fern Construction		Radtke Contractors Inc.		Drax Inc.	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
205.0100	Common Excavation	CY	11	\$46.00	\$506.00	\$670.10	\$7,371.10	\$550.00	\$6,050.00	\$100.00	\$1,100.00
204.0155	Removing Concrete Sidewalk	SY	3	\$400.00	\$1,200.00	\$526.51	\$1,579.53	\$800.00	\$2,400.00	\$200.00	\$600.00
602.0415	Concrete Sidewalk 4-Inch	SF	57	\$66.00	\$3,762.00	\$64.66	\$3,685.62	\$210.00	\$11,970.00	\$50.00	\$2,850.00
612.0104	Pipe Underdrain 4-Inch	LF	52	\$44.00	\$2,288.00	\$91.13	\$4,738.76	\$80.00	\$4,160.00	\$40.00	\$2,080.00
628.1104	Sediment Control Log	LF	70	\$27.00	\$1,890.00	\$22.56	\$1,579.20	\$13.50	\$945.00	\$20.00	\$1,400.00
628.2008	Erosion Mat, Urban Class I, Type B	SY	115	\$8.00	\$920.00	\$13.73	\$1,578.95	\$8.00	\$920.00	\$5.00	\$575.00
SPV.0060.01	Nyloplast Drain Basin and Inline Drain	EACH	1	\$1,460.00	\$1,460.00	\$1,053.01	\$1,053.01	\$7,000.00	\$7,000.00	\$3,383.00	\$3,383.00
SPV.0105.01	Lagoon Seawall Repairs	LS	1	\$32,190.00	\$32,190.00	\$27,904.77	\$27,904.77	\$27,440.00	\$27,440.00	\$70,000.00	\$70,000.00
SPV.0180.01	Restore Disturbed Areas	SY	115	\$36.50	\$4,197.50	\$36.63	\$4,212.45	\$15.00	\$1,725.00	\$10.00	\$1,150.00
SUBTOTAL				\$48,413.50		\$53,703.39		\$62,610.00		\$83,138.00	

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle, Neil Waswo
From: Bridget Barry
CC: Lana Kropf, Naomi Rauch
Date: April 15th, 2024
Re: Bid Approval and Recommendation for 2024 Lake Geneva Street Program

A total of three bids were received on Thursday, April 11th, 2024, for the **2024 Lake Geneva Street Program**. The bids were reviewed, and the final bid tab results are as follows:

Item	Bidder No. 1 Wolf Paving Co, Inc. (Hartland, WI)	Bidder No. 2 Payne & Dolan, Inc. (Waukesha, WI)	Bidder No. 3 Asphalt Contractors, Inc. (Union Grove, WI)
Total Base Bid	\$796,992.95	\$853,832.83	\$1,011,776.00
Reimburse by Cost Share	(\$16,352.50)	(\$21,435.00)	(\$23,795.00)
City's Project Cost	\$780,640.45	\$832,397.83	\$987,981.00

Per the Contract, the award of the **2024 Lake Geneva Street Program** shall go to the lowest responsible bidder based on the lowest bid of the work that the City chooses to complete. Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **2024 Lake Geneva Street Program** contract to **Wolf Paving in the amount of \$796,992.95**. A bid bond of 5% of the contract price, and qualification statement were submitted and complete with each bid. The project General Bid Tab is attached for your review.

	Engineer Estimate	Wolf Paving	Payne & Dolan, Inc.	Asphalt Contractors
POND VIEW LN (AT DODGE ST) SUBTOTAL	\$75,303.00	\$71,669.00	\$72,134.60	\$86,361.50
DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD) SUBTOTAL	\$61,261.00	\$51,897.75	\$52,382.95	\$69,887.50
CIRCLE DR (AT MILLER RD) SUBTOTAL	\$72,958.50	\$69,958.35	\$76,043.30	\$87,758.50
HENRY ST (BETWEEN WILLIAMS ST / CENTER ST) SUBTOTAL	\$35,340.00	\$28,038.00	\$30,389.00	\$38,604.00
NORTH ST (BETWEEN WARREN ST / MADISON ST) SUBTOTAL	\$44,160.00	\$40,864.00	\$42,067.00	\$48,860.00
WELLS ST (BETWEEN CASS ST / CAMPBELL ST) SUBTOTAL	\$61,215.00	\$61,116.50	\$65,670.00	\$66,355.00
GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST) SUBTOTAL	\$10,795.00	\$13,340.75	\$12,217.50	\$12,400.00
NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST) SUBTOTAL	\$11,367.50	\$12,095.25	\$11,052.88	\$9,830.00
LAKE GENEVA BOAT PARKING LOT F SUBTOTAL	\$285,128.50	\$259,426.85	\$271,787.00	\$348,502.00
TOWNLINERoad BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD) SUBTOTAL	\$76,692.50	\$58,773.00	\$80,662.00	\$92,900.00
GINO'S DRIVEWAY APRON - COMBINED SUBTOTAL	\$32,420.00	\$40,691.00	\$38,706.50	\$41,335.00
SPRING ST / GROVE STREET ALLEY SUBTOTAL	\$27,870.00	\$28,073.00	\$33,662.60	\$31,670.00
EDWARDS BLVD SIDEWALK SUBTOTAL	\$67,100.00	\$61,049.50	\$67,057.50	\$77,312.50
BASE BID TOTAL	\$861,611.00	\$796,992.95	\$853,832.83	\$1,011,776.00

POND VIEW LN (AT DODGE ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface (Driveways)	SY	20	\$25.00	\$500.00	\$11.00	\$220.00	\$11.00	\$220.00	\$35.00	\$700.00
204.012	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1755	\$5.00	\$8,775.00	\$4.35	\$7,634.25	\$6.02	\$10,565.10	\$6.50	\$11,407.50
204.015	Removing Curb & Gutter	LF	88	\$14.00	\$1,232.00	\$6.00	\$528.00	\$6.00	\$528.00	\$12.00	\$1,056.00
205.01	Excavation Common - EBS (Undistributed)	CY	120	\$40.00	\$4,800.00	\$15.00	\$1,800.00	\$15.00	\$1,800.00	\$35.00	\$4,200.00
305.012	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	100	\$35.00	\$3,500.00	\$19.00	\$1,900.00	\$19.00	\$1,900.00	\$40.00	\$4,000.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	120	\$35.00	\$4,200.00	\$19.00	\$2,280.00	\$19.00	\$2,280.00	\$40.00	\$4,800.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	265	\$90.00	\$23,850.00	\$82.00	\$21,730.00	\$110.00	\$29,150.00	\$97.00	\$25,705.00
465.011	Asphaltic Surface Patching	TON	24	\$165.00	\$3,960.00	\$240.00	\$5,760.00	\$223.00	\$5,352.00	\$300.00	\$7,200.00
465.012	Asphalt Surface Driveways	TON	5	\$165.00	\$825.00	\$185.00	\$925.00	\$315.00	\$1,575.00	\$200.00	\$1,000.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	88	\$47.50	\$4,180.00	\$63.00	\$5,544.00	\$54.00	\$4,752.00	\$47.00	\$4,136.00
611.8105	Adjusting Catch Basin Covers	EACH	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00
611.811	Adjusting Manhole Covers	EACH	3	\$2,500.00	\$7,500.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00	\$2,400.00	\$7,200.00
628.702	Inlet Protection Type D	EACH	5	\$150.00	\$750.00	\$145.00	\$725.00	\$125.00	\$625.00	\$130.00	\$650.00
630.05	Seed Water	MGAL	2	\$55.00	\$110.00	\$80.00	\$160.00	\$100.00	\$200.00	\$70.00	\$140.00
690.015	Sawing Asphalt	LF	203	\$2.00	\$406.00	\$1.75	\$355.25	\$2.50	\$507.50	\$4.00	\$812.00
690.025	Sawing Concrete	LF	30	\$2.50	\$75.00	\$2.35	\$70.50	\$3.50	\$105.00	\$8.00	\$240.00
SPV.0060.01	Adjusting Valve Boxes	EACH	2	\$750.00	\$1,500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$360.00	\$720.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$16,000.00	\$16,000.00	\$5,900.00	\$5,900.00	\$6,000.00	\$6,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	40	\$20.00	\$800.00	\$7.80	\$312.00	\$20.00	\$800.00	\$30.00	\$1,200.00
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	355	\$8.00	\$2,840.00	\$5.00	\$1,775.00	\$5.00	\$1,775.00	\$9.00	\$3,195.00
POND VIEW LN (AT DODGE ST) SUBTOTAL				\$75,303.00		\$71,669.00		\$72,134.60		\$86,361.50	

DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface (Driveways)	SY	10	\$25.00	\$250.00	\$11.00	\$110.00	\$11.00	\$110.00	\$35.00	\$350.00
204.012	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1005	\$5.00	\$5,025.00	\$4.35	\$4,371.75	\$6.99	\$7,024.95	\$6.50	\$6,532.50
204.015	Removing Curb & Gutter	LF	55	\$14.00	\$770.00	\$6.00	\$330.00	\$6.00	\$330.00	\$12.00	\$660.00
205.01	Excavation Common - EBS (Undistributed)	CY	70	\$40.00	\$2,800.00	\$15.00	\$1,050.00	\$15.00	\$1,050.00	\$35.00	\$2,450.00
305.012	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	55	\$40.00	\$2,200.00	\$19.00	\$1,045.00	\$19.00	\$1,045.00	\$40.00	\$2,200.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	70	\$40.00	\$2,800.00	\$19.00	\$1,330.00	\$19.00	\$1,330.00	\$40.00	\$2,800.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	155	\$90.00	\$13,950.00	\$90.00	\$13,950.00	\$105.00	\$16,275.00	\$97.00	\$15,035.00
465.011	Asphaltic Surface Patching	TON	14	\$165.00	\$2,310.00	\$285.00	\$3,990.00	\$235.00	\$3,290.00	\$300.00	\$4,200.00
465.012	Asphalt Surface Driveways	TON	5	\$165.00	\$825.00	\$485.00	\$2,425.00	\$315.00	\$1,575.00	\$200.00	\$1,000.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	55	\$47.50	\$2,612.50	\$64.00	\$3,520.00	\$54.00	\$2,970.00	\$47.00	\$2,585.00
611.8105	Adjusting Catch Basin Covers	EACH	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00
611.811	Adjusting Manhole Covers	EACH	6	\$2,500.00	\$15,000.00	\$900.00	\$5,400.00	\$900.00	\$5,400.00	\$2,400.00	\$14,400.00
628.702	Inlet Protection Type D	EACH	5	\$150.00	\$750.00	\$145.00	\$725.00	\$125.00	\$625.00	\$130.00	\$650.00
630.05	Seed Water	MGAL	1	\$50.00	\$50.00	\$80.00	\$80.00	\$100.00	\$100.00	\$70.00	\$70.00
646.102	Marking Line Epoxy 4-Inch (Yellow)	LF	630	\$1.50	\$945.00	\$5.50	\$3,465.00	\$5.50	\$3,465.00	\$7.50	\$4,725.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	14	\$20.00	\$280.00	\$22.00	\$308.00	\$22.00	\$308.00	\$42.00	\$588.00
690.015	Sawing Asphalt	LF	153	\$2.00	\$306.00	\$1.75	\$267.75	\$2.50	\$382.50	\$4.00	\$612.00
690.025	Sawing Concrete	LF	15	\$2.50	\$37.50	\$2.35	\$35.25	\$3.50	\$52.50	\$8.00	\$120.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$750.00	\$750.00	\$250.00	\$250.00	\$250.00	\$250.00	\$360.00	\$360.00
SPV.0105.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$4,400.00	\$4,400.00	\$6,000.00	\$6,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	25	\$20.00	\$500.00	\$19.80	\$495.00	\$20.00	\$500.00	\$30.00	\$750.00
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	200	\$8.00	\$1,600.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$9.00	\$1,800.00
DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD) SUBTOTAL				\$61,261.00		\$51,897.75		\$52,382.95		\$69,887.50	

CIRCLE DR (AT MILLER RD)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.01	Removing Concrete Pavement (Driveways)	SY	20	\$25.00	\$500.00	\$11.00	\$220.00	\$11.00	\$220.00	\$21.00	\$420.00
204.011	Removing Asphaltic Surface (Driveways)	SY	25	\$25.00	\$625.00	\$11.00	\$275.00	\$11.00	\$275.00	\$35.00	\$875.00
204.012	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1285	\$5.00	\$6,425.00	\$4.35	\$5,589.75	\$6.78	\$8,712.30	\$6.50	\$8,352.50
204.015	Removing Curb & Gutter	LF	290	\$12.50	\$3,625.00	\$6.00	\$1,740.00	\$6.00	\$1,740.00	\$12.00	\$3,480.00
205.01	Excavation Common - EBS (Undistributed)	CY	90	\$40.00	\$3,600.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$35.00	\$3,150.00
305.012	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	75	\$40.00	\$3,000.00	\$19.00	\$1,425.00	\$19.00	\$1,425.00	\$40.00	\$3,000.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	85	\$40.00	\$3,400.00	\$19.00	\$1,615.00	\$19.00	\$1,615.00	\$40.00	\$3,400.00
416.016	Concrete Driveway 6-Inch	SY	20	\$70.00	\$1,400.00	\$78.00	\$1,560.00	\$78.00	\$1,560.00	\$84.00	\$1,680.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	155	\$90.00	\$13,950.00	\$85.00	\$13,175.00	\$110.00	\$17,050.00	\$97.00	\$15,035.00
465.011	Asphaltic Surface Patching	TON	24	\$125.00	\$3,000.00	\$240.00	\$5,760.00	\$225.00	\$5,400.00	\$300.00	\$7,200.00
465.012	Asphalt Surface Driveways	TON	25	\$125.00	\$3,125.00	\$185.00	\$4,625.00	\$240.00	\$6,000.00	\$200.00	\$5,000.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	290	\$40.00	\$11,600.00	\$61.00	\$17,690.00	\$54.00	\$15,660.00	\$47.00	\$13,630.00
611.8105	Adjusting Catch Basin Covers	EACH	2	\$2,500.00	\$5,000.00	\$750.00	\$1,500.00	\$900.00	\$1,800.00	\$2,000.00	\$4,000.00
611.811	Adjusting Manhole Covers	EACH	2	\$2,500.00	\$5,000.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$2,400.00	\$4,800.00
628.702	Inlet Protection Type D	EACH	2	\$150.00	\$300.00	\$145.00	\$290.00	\$125.00	\$250.00	\$130.00	\$260.00
630.05	Seed Water	MGAL	6	\$50.00	\$300.00	\$80.00	\$480.00	\$100.00	\$600.00	\$70.00	\$420.00
690.015	Sawing Asphalt	LF	422	\$1.75	\$738.50	\$1.75	\$738.50	\$2.50	\$1,055.00	\$4.00	\$1,688.00
690.025	Sawing Concrete	LF	66	\$2.50	\$165.00	\$2.35	\$155.10	\$3.50	\$231.00	\$8.00	\$528.00

SPV.0105.01	Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	150	\$17.50	\$2,625.00	\$7.80	\$1,170.00	\$20.00	\$3,000.00	\$30.00	\$4,500.00
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	260	\$8.00	\$2,080.00	\$5.00	\$1,300.00	\$5.00	\$1,300.00	\$9.00	\$2,340.00
CIRCLE DR (AT MILLER RD) SUBTOTAL				\$72,958.50		\$69,958.35		\$76,043.30		\$87,758.50	

HENRY ST (BETWEEN WILLIAMS ST / CENTER ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	40	\$25.00	\$1,000.00	\$11.00	\$440.00	\$11.00	\$440.00	\$15.00	\$600.00
204.015	Removing Curb & Gutter	LF	80	\$14.00	\$1,120.00	\$6.00	\$480.00	\$6.00	\$480.00	\$12.00	\$960.00
204.0155	Removing Concrete Sidewalk	SY	135	\$25.00	\$3,375.00	\$11.00	\$1,485.00	\$11.00	\$1,485.00	\$30.00	\$4,050.00
465.011	Asphaltic Surface Patching	TON	4	\$150.00	\$600.00	\$680.00	\$2,720.00	\$740.00	\$2,960.00	\$300.00	\$1,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	80	\$40.00	\$3,200.00	\$67.00	\$5,360.00	\$54.00	\$4,320.00	\$47.00	\$3,760.00
602.0405	Concrete Sidewalk 4-Inch	SF	890	\$9.50	\$8,455.00	\$7.00	\$6,230.00	\$7.00	\$6,230.00	\$9.00	\$8,010.00
602.0415	Concrete Sidewalk 6-Inch	SF	290	\$10.00	\$2,900.00	\$8.00	\$2,320.00	\$8.00	\$2,320.00	\$10.00	\$2,900.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	20	\$50.00	\$1,000.00	\$55.00	\$1,100.00	\$55.00	\$1,100.00	\$45.00	\$900.00
611.8105	Adjusting Catch Basin Covers	EACH	2	\$2,500.00	\$5,000.00	\$750.00	\$1,500.00	\$900.00	\$1,800.00	\$2,000.00	\$4,000.00
628.702	Inlet Protection Type D	EACH	4	\$150.00	\$600.00	\$145.00	\$580.00	\$125.00	\$500.00	\$130.00	\$520.00
630.05	Seed Water	MGAL	6	\$50.00	\$300.00	\$80.00	\$480.00	\$100.00	\$600.00	\$70.00	\$420.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	2	\$50.00	\$100.00	\$22.00	\$44.00	\$22.00	\$44.00	\$42.00	\$84.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	30	\$50.00	\$1,500.00	\$18.00	\$540.00	\$18.00	\$540.00	\$42.00	\$1,260.00
690.015	Sawing Asphalt	LF	220	\$2.00	\$440.00	\$1.75	\$385.00	\$2.50	\$550.00	\$4.00	\$880.00
690.025	Sawing Concrete	LF	120	\$2.50	\$300.00	\$2.35	\$282.00	\$3.50	\$420.00	\$8.00	\$960.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$6,000.00	\$6,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	140	\$17.50	\$2,450.00	\$7.80	\$1,092.00	\$20.00	\$2,800.00	\$15.00	\$2,100.00
HENRY ST (BETWEEN WILLIAMS ST / CENTER ST) SUBTOTAL				\$35,340.00		\$28,038.00		\$30,389.00		\$38,604.00	

NORTH ST (BETWEEN WARREN ST / MADISON ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	45	\$25.00	\$1,125.00	\$11.00	\$495.00	\$11.00	\$495.00	\$15.00	\$675.00
204.015	Removing Curb & Gutter	LF	210	\$14.00	\$2,940.00	\$6.00	\$1,260.00	\$6.00	\$1,260.00	\$12.00	\$2,520.00
204.0155	Remove Concrete Sidewalk	SY	105	\$25.00	\$2,625.00	\$11.00	\$1,155.00	\$11.00	\$1,155.00	\$30.00	\$3,150.00
465.011	Asphaltic Surface Patching	TON	6	\$150.00	\$900.00	\$550.00	\$3,300.00	\$617.00	\$3,702.00	\$400.00	\$2,400.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	210	\$40.00	\$8,400.00	\$61.00	\$12,810.00	\$54.00	\$11,340.00	\$47.00	\$9,870.00
602.0405	Concrete Sidewalk 4-Inch	SF	1215	\$9.00	\$10,935.00	\$7.00	\$8,505.00	\$7.00	\$8,505.00	\$9.00	\$10,935.00
602.0415	Concrete Sidewalk 6-Inch	SF	25	\$10.00	\$250.00	\$8.00	\$200.00	\$8.00	\$200.00	\$10.00	\$250.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	80	\$50.00	\$4,000.00	\$55.00	\$4,400.00	\$55.00	\$4,400.00	\$45.00	\$3,600.00
611.8115	Adjusting Inlet Covers	EACH	2	\$2,500.00	\$5,000.00	\$750.00	\$1,500.00	\$900.00	\$1,800.00	\$2,000.00	\$4,000.00
628.702	Inlet Protection Type D	EACH	2	\$150.00	\$300.00	\$145.00	\$290.00	\$125.00	\$250.00	\$130.00	\$260.00
630.05	Seed Water	MGAL	3	\$50.00	\$150.00	\$80.00	\$240.00	\$100.00	\$300.00	\$70.00	\$210.00
638.2102	Moving Signs Type II (Stop Sign)	EACH	2	\$400.00	\$800.00	\$285.00	\$570.00	\$150.00	\$300.00	\$200.00	\$400.00
646.612	Marking Stop Line Epoxy 18-Inch	LF	5	\$50.00	\$250.00	\$22.00	\$110.00	\$22.00	\$110.00	\$42.00	\$210.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	25	\$25.00	\$625.00	\$18.00	\$450.00	\$18.00	\$450.00	\$42.00	\$1,050.00
690.015	Sawing Asphalt	LF	380	\$2.00	\$760.00	\$1.75	\$665.00	\$2.50	\$950.00	\$4.00	\$1,520.00
690.025	Sawing Concrete	LF	100	\$2.50	\$250.00	\$2.35	\$235.00	\$3.50	\$350.00	\$8.00	\$800.00

SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$750.00	\$750.00	\$250.00	\$250.00	\$250.00	\$250.00	\$360.00	\$360.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,150.00	\$5,150.00	\$5,000.00	\$5,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	55	\$20.00	\$1,100.00	\$7.80	\$429.00	\$20.00	\$1,100.00	\$30.00	\$1,650.00
NORTH ST (BETWEEN WARREN ST / MADISON ST) SUBTOTAL				\$44,160.00		\$40,864.00		\$42,067.00		\$48,860.00	

WELLS ST (BETWEEN CASS ST / CAMPBELL ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.01	Removing Concrete Pavement (Driveways)	SY	20	\$25.00	\$500.00	\$11.00	\$220.00	\$11.00	\$220.00	\$30.00	\$600.00
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	70	\$25.00	\$1,750.00	\$11.00	\$770.00	\$38.00	\$2,660.00	\$15.00	\$1,050.00
204.015	Removing Curb & Gutter	LF	210	\$12.00	\$2,520.00	\$6.00	\$1,260.00	\$6.00	\$1,260.00	\$12.00	\$2,520.00
204.0155	Remove Concrete Sidewalk	SY	65	\$25.00	\$1,625.00	\$11.00	\$715.00	\$11.00	\$715.00	\$30.00	\$1,950.00
205.01	Excavation Common - EBS (Undistributed)	CY	2	\$250.00	\$500.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
305.012	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	3	\$50.00	\$150.00	\$100.00	\$300.00	\$100.00	\$300.00	\$100.00	\$300.00
460.5223	HMA Pavement Type 3LT 58-28 S	TON	40	\$100.00	\$4,000.00	\$145.00	\$5,800.00	\$159.00	\$6,360.00	\$200.00	\$8,000.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	50	\$110.00	\$5,500.00	\$140.00	\$7,000.00	\$185.00	\$9,250.00	\$200.00	\$10,000.00
465.011	Asphaltic Surface Patching	TON	5	\$150.00	\$750.00	\$590.00	\$2,950.00	\$730.00	\$3,650.00	\$300.00	\$1,500.00
601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	30	\$40.00	\$1,200.00	\$77.00	\$2,310.00	\$54.00	\$1,620.00	\$47.00	\$1,410.00
601.041	Concrete Curb & Gutter 24-Inch Type D	LF	40	\$40.00	\$1,600.00	\$72.00	\$2,880.00	\$54.00	\$2,160.00	\$47.00	\$1,880.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	165	\$40.00	\$6,600.00	\$67.00	\$11,055.00	\$54.00	\$8,910.00	\$47.00	\$7,755.00
602.0405	Concrete Sidewalk 4-Inch	SF	1680	\$9.00	\$15,120.00	\$7.00	\$11,760.00	\$7.00	\$11,760.00	\$8.00	\$13,440.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	50	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00	\$45.00	\$2,250.00
611.811	Adjusting Manhole Covers	EACH	1	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$900.00	\$900.00	\$2,400.00	\$2,400.00
628.702	Inlet Protection Type D	EACH	4	\$150.00	\$600.00	\$145.00	\$580.00	\$125.00	\$500.00	\$130.00	\$520.00
630.05	Seed Water	MGAL	4	\$50.00	\$200.00	\$80.00	\$320.00	\$100.00	\$400.00	\$70.00	\$280.00
646.742	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	20	\$25.00	\$500.00	\$18.00	\$360.00	\$18.00	\$360.00	\$42.00	\$840.00
690.015	Sawing Asphalt	LF	350	\$2.00	\$700.00	\$1.75	\$612.50	\$2.50	\$875.00	\$4.00	\$1,400.00
690.025	Sawing Concrete	LF	120	\$2.50	\$300.00	\$2.35	\$282.00	\$3.50	\$420.00	\$8.00	\$960.00
SPV.0105.01	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$7,600.00	\$7,600.00	\$5,000.00	\$5,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	140	\$15.00	\$2,100.00	\$7.80	\$1,092.00	\$20.00	\$2,800.00	\$15.00	\$2,100.00
WELLS ST (BETWEEN CASS ST / CAMPBELL ST) SUBTOTAL				\$61,215.00		\$61,116.50		\$65,670.00		\$66,355.00	

GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	30	\$25.00	\$750.00	\$15.00	\$450.00	\$15.00	\$450.00	\$15.00	\$450.00
204.015	Removing Curb & Gutter	LF	30	\$15.00	\$450.00	\$15.00	\$450.00	\$15.00	\$450.00	\$12.00	\$360.00
204.0155	Removing Concrete Sidewalk	SY	20	\$25.00	\$500.00	\$15.00	\$300.00	\$15.00	\$300.00	\$30.00	\$600.00
416.018	Concrete Driveway 8-Inch	SY	25	\$85.00	\$2,125.00	\$84.00	\$2,100.00	\$84.00	\$2,100.00	\$90.00	\$2,250.00
465.011	Asphaltic Surface Patching	TON	4	\$150.00	\$600.00	\$750.00	\$3,000.00	\$525.00	\$2,100.00	\$300.00	\$1,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	30	\$45.00	\$1,350.00	\$84.00	\$2,520.00	\$54.00	\$1,620.00	\$47.00	\$1,410.00
602.0415	Concrete Sidewalk 6-Inch	SF	160	\$10.00	\$1,600.00	\$7.00	\$1,120.00	\$7.00	\$1,120.00	\$9.00	\$1,440.00
630.05	Seed Water	MGAL	1	\$50.00	\$50.00	\$80.00	\$80.00	\$100.00	\$100.00	\$70.00	\$70.00
690.015	Sawing Asphalt	LF	50	\$2.50	\$125.00	\$1.75	\$87.50	\$2.50	\$125.00	\$4.00	\$200.00
690.025	Sawing Concrete	LF	15	\$3.00	\$45.00	\$2.35	\$35.25	\$3.50	\$52.50	\$8.00	\$120.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00

SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	10	\$20.00	\$200.00	\$19.80	\$198.00	\$20.00	\$200.00	\$30.00	\$300.00
GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST) SUBTOTAL				\$10,795.00		\$13,340.75		\$12,217.50		\$12,400.00	

NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.01	Removing Concrete Pavement (Driveways)	SY	25	\$25.00	\$625.00	\$15.00	\$375.00	\$15.00	\$375.00	\$12.00	\$300.00
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	7	\$25.00	\$175.00	\$15.00	\$105.00	\$15.00	\$105.00	\$20.00	\$140.00
204.015	Removing Curb & Gutter	LF	30	\$25.00	\$750.00	\$15.00	\$450.00	\$15.00	\$450.00	\$12.00	\$360.00
204.0155	Removing Concrete Sidewalk	SY	12	\$25.00	\$300.00	\$15.00	\$180.00	\$15.00	\$180.00	\$30.00	\$360.00
416.018	Concrete Driveway 8-Inch	SY	25	\$80.00	\$2,000.00	\$84.00	\$2,100.00	\$84.00	\$2,100.00	\$90.00	\$2,250.00
465.011	Asphaltic Surface Patching	TON	1	\$175.00	\$175.00	\$2,250.00	\$2,250.00	\$1,425.38	\$1,425.38	\$400.00	\$400.00
601.011	Concrete Curb Type D	LF	30	\$30.00	\$900.00	\$84.00	\$2,520.00	\$54.00	\$1,620.00	\$47.00	\$1,410.00
602.0415	Concrete Sidewalk 6-Inch	SF	100	\$10.00	\$1,000.00	\$7.00	\$700.00	\$7.00	\$700.00	\$9.00	\$900.00
630.05	Seed Water	MGAL	1	\$50.00	\$50.00	\$80.00	\$80.00	\$100.00	\$100.00	\$70.00	\$70.00
690.015	Sawing Asphalt	LF	65	\$2.50	\$162.50	\$1.75	\$113.75	\$2.50	\$162.50	\$4.00	\$260.00
690.025	Sawing Concrete	LF	10	\$3.00	\$30.00	\$2.35	\$23.50	\$3.50	\$35.00	\$8.00	\$80.00
SPV.0105.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$3,000.00	\$3,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	10	\$20.00	\$200.00	\$19.80	\$198.00	\$20.00	\$200.00	\$30.00	\$300.00
NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST) SUBTOTAL				\$11,367.50		\$12,095.25		\$11,052.88		\$9,830.00	

LAKE GENEVA BOAT PARKING LOT F				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	2775	\$5.00	\$13,875.00	\$10.00	\$27,750.00	\$11.22	\$31,135.50	\$7.00	\$19,425.00
204.015	Removing Curb & Gutter	LF	360	\$15.00	\$5,400.00	\$6.00	\$2,160.00	\$6.00	\$2,160.00	\$12.00	\$4,320.00
204.0155	Remove Concrete Sidewalk	SY	135	\$25.00	\$3,375.00	\$11.00	\$1,485.00	\$11.00	\$1,485.00	\$30.00	\$4,050.00
205.01	Excavation Common	CY	1317	\$30.00	\$39,510.00	\$15.00	\$19,755.00	\$15.00	\$19,755.00	\$32.00	\$42,144.00
205.01	Excavation Common - EBS (Undistributed)	CY	640	\$30.00	\$19,200.00	\$15.00	\$9,600.00	\$12.00	\$7,680.00	\$35.00	\$22,400.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	1615	\$30.00	\$48,450.00	\$19.00	\$30,685.00	\$19.00	\$30,685.00	\$40.00	\$64,600.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	1280	\$27.50	\$35,200.00	\$19.00	\$24,320.00	\$17.00	\$21,760.00	\$40.00	\$51,200.00
416.018	Concrete Driveway 8-Inch	SY	30	\$80.00	\$2,400.00	\$84.00	\$2,520.00	\$84.00	\$2,520.00	\$90.00	\$2,700.00
460.5223	HMA Pavement Type 3LT 58-28 S	TON	391	\$80.00	\$31,280.00	\$81.00	\$31,671.00	\$102.00	\$39,882.00	\$92.00	\$35,972.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	309	\$90.00	\$27,810.00	\$87.00	\$26,883.00	\$115.00	\$35,535.00	\$95.00	\$29,355.00
530.011	Culvert Pipe Corrugated Polyethylene 10-Inch	LF	18	\$100.00	\$1,800.00	\$165.00	\$2,970.00	\$165.00	\$2,970.00	\$150.00	\$2,700.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	360	\$9.00	\$3,240.00	\$66.00	\$23,760.00	\$54.00	\$19,440.00	\$47.00	\$16,920.00
602.0405	Concrete Sidewalk 6-Inch	SF	1700	\$10.00	\$17,000.00	\$8.00	\$13,600.00	\$8.00	\$13,600.00	\$8.00	\$13,600.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	10	\$50.00	\$500.00	\$55.00	\$550.00	\$55.00	\$550.00	\$45.00	\$450.00
628.2004	Erosion Mat Urban Class I Type B (NON-NETTED)	SY	215	\$4.00	\$860.00	\$2.00	\$430.00	\$3.00	\$645.00	\$4.00	\$860.00
628.702	Inlet Protection Type D	EACH	1	\$150.00	\$150.00	\$145.00	\$145.00	\$125.00	\$125.00	\$130.00	\$130.00
630.05	Seed Water	MGAL	15	\$50.00	\$750.00	\$80.00	\$1,200.00	\$100.00	\$1,500.00	\$70.00	\$1,050.00
638.2102	Moving Signs Type II	EACH	1	\$400.00	\$400.00	\$285.00	\$285.00	\$150.00	\$150.00	\$200.00	\$200.00
646.102	Marking Line Epoxy 4-Inch (White)	LF	1280	\$5.00	\$6,400.00	\$5.50	\$7,040.00	\$5.50	\$7,040.00	\$7.50	\$9,600.00
646.502	Marking Arrow Epoxy	EACH	1	\$350.00	\$350.00	\$310.00	\$310.00	\$310.00	\$310.00	\$145.00	\$145.00
646.512	Marking Word Epoxy "ONLY"	EACH	1	\$350.00	\$350.00	\$325.00	\$325.00	\$325.00	\$325.00	\$145.00	\$145.00
690.015	Sawing Asphalt	LF	115	\$2.50	\$287.50	\$1.75	\$201.25	\$2.50	\$287.50	\$4.00	\$460.00

690.025	Sawing Concrete	LF	32	\$3.00	\$96.00	\$2.35	\$75.20	\$3.50	\$112.00	\$8.00	\$256.00
SPV.0105.01	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	363	\$15.00	\$5,445.00	\$7.80	\$2,831.40	\$20.00	\$7,260.00	\$15.00	\$5,445.00
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	1375	\$8.00	\$11,000.00	\$5.00	\$6,875.00	\$5.00	\$6,875.00	\$9.00	\$12,375.00
LAKE GENEVA BOAT PARKING LOT F SUBTOTAL				\$285,128.50		\$259,426.85		\$271,787.00		\$348,502.00	

TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD)				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.012	Removing Asphaltic Surface Milling (Full Depth 3" Minimum)	SY	485	\$5.00	\$2,425.00	\$16.00	\$7,760.00	\$25.60	\$12,416.00	\$14.00	\$6,790.00
205.01	Excavation Common	CY	210	\$45.00	\$9,450.00	\$15.00	\$3,150.00	\$15.00	\$3,150.00	\$37.00	\$7,770.00
205.01	Excavation Common - EBS (Undistributed)	CY	32	\$45.00	\$1,440.00	\$15.00	\$480.00	\$15.00	\$480.00	\$35.00	\$1,120.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	200	\$35.00	\$7,000.00	\$19.00	\$3,800.00	\$19.00	\$3,800.00	\$40.00	\$8,000.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	64	\$35.00	\$2,240.00	\$19.00	\$1,216.00	\$19.00	\$1,216.00	\$40.00	\$2,560.00
460.5224	HMA Pavement Type 4 LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK). It	TON	250	\$130.00	\$32,500.00	\$109.00	\$27,250.00	\$140.00	\$35,000.00	\$170.00	\$42,500.00
628.1504	Silt Fence	LF	1575	\$2.50	\$3,937.50	\$1.80	\$2,835.00	\$2.00	\$3,150.00	\$2.40	\$3,780.00
628.702	Inlet Protection Type D	EACH	2	\$150.00	\$300.00	\$145.00	\$290.00	\$125.00	\$250.00	\$130.00	\$260.00
630.05	Seed Water	MGAL	36	\$50.00	\$1,800.00	\$40.00	\$1,440.00	\$100.00	\$3,600.00	\$70.00	\$2,520.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	840	\$15.00	\$12,600.00	\$7.80	\$6,552.00	\$15.00	\$12,600.00	\$15.00	\$12,600.00
TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD) SUBTOTAL				\$76,692.50		\$58,773.00		\$80,662.00		\$92,900.00	

GINO'S DRIVEWAY APRON - COMBINED				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.011	Removing Asphaltic Surface - FULL DEPTH	SY	195	\$25.00	\$4,875.00	\$11.00	\$2,145.00	\$25.20	\$4,914.00	\$15.00	\$2,925.00
204.015	Removing Curb & Gutter	LF	20	\$17.50	\$350.00	\$15.00	\$300.00	\$15.00	\$300.00	\$12.00	\$240.00
204.0155	Remove Concrete Sidewalk	SY	41	\$25.00	\$1,025.00	\$15.00	\$615.00	\$15.00	\$615.00	\$30.00	\$1,230.00
205.01	Excavation Common - EBS (Undistributed)	CY	40	\$40.00	\$1,600.00	\$25.00	\$1,000.00	\$15.00	\$600.00	\$35.00	\$1,400.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	45	\$35.00	\$1,575.00	\$25.00	\$1,125.00	\$19.00	\$855.00	\$40.00	\$1,800.00
416.018	Concrete Driveway 8-Inch	SY	35	\$90.00	\$3,150.00	\$84.00	\$2,940.00	\$84.00	\$2,940.00	\$90.00	\$3,150.00
460.5223	HMA Pavement Type 3LT 58-28 S	TON	16	\$110.00	\$1,760.00	\$195.00	\$3,120.00	\$215.00	\$3,440.00	\$300.00	\$4,800.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	13	\$130.00	\$1,690.00	\$225.00	\$2,925.00	\$500.00	\$6,500.00	\$300.00	\$3,900.00
465.011	Asphaltic Surface Patching	TON	9	\$150.00	\$1,350.00	\$960.00	\$8,640.00	\$245.00	\$2,205.00	\$400.00	\$3,600.00
601.0411	Concrete Curb & Gutter 30-Inch	LF	100	\$9.00	\$900.00	\$79.00	\$7,900.00	\$54.00	\$5,400.00	\$47.00	\$4,700.00
601.06	Concrete Curb Pedestrian	LF	5	\$100.00	\$500.00	\$54.00	\$270.00	\$54.00	\$270.00	\$50.00	\$250.00
602.0405	Concrete Sidewalk 4-Inch	SF	30	\$9.00	\$270.00	\$7.00	\$210.00	\$7.00	\$210.00	\$9.00	\$270.00
602.0405	Concrete Sidewalk 6-Inch	SF	335	\$10.00	\$3,350.00	\$8.00	\$2,680.00	\$8.00	\$2,680.00	\$10.00	\$3,350.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	10	\$50.00	\$500.00	\$55.00	\$550.00	\$55.00	\$550.00	\$45.00	\$450.00
611.8115	Adjusting Inlet Covers	EACH	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00
628.702	Inlet Protection Type D	EACH	1	\$150.00	\$150.00	\$145.00	\$145.00	\$125.00	\$125.00	\$130.00	\$130.00
630.05	Seed Water	MGAL	1	\$50.00	\$50.00	\$80.00	\$80.00	\$100.00	\$100.00	\$70.00	\$70.00
646.102	Marking Line Epoxy 4-Inch (Yellow)	LF	40	\$15.00	\$600.00	\$5.50	\$220.00	\$5.50	\$220.00	\$42.00	\$1,680.00
646.102	Marking Line Epoxy 4-Inch (White)	LF	5	\$50.00	\$250.00	\$5.50	\$27.50	\$5.50	\$27.50	\$42.00	\$210.00
690.015	Sawing Asphalt	LF	160	\$4.00	\$640.00	\$1.75	\$280.00	\$2.50	\$400.00	\$4.00	\$640.00
690.025	Sawing Concrete	LF	30	\$4.50	\$135.00	\$2.35	\$70.50	\$3.50	\$105.00	\$8.00	\$240.00

SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	10	\$20.00	\$200.00	\$19.80	\$198.00	\$20.00	\$200.00	\$30.00	\$300.00
SPV.0105.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,150.00	\$5,150.00	\$4,000.00	\$4,000.00
GINO'S DRIVEWAY APRON - COMBINED SUBTOTAL				\$32,420.00		\$40,691.00		\$38,706.50		\$41,335.00	

SPRING ST / GROVE STREET ALLEY				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.01	Removing Concrete Pavement (Driveways)	SY	25	\$25.00	\$625.00	\$11.00	\$275.00	\$11.00	\$275.00	\$20.00	\$500.00
204.012	Removing Asphaltic Surface Milling (Full Depth 3" Minimum)	SY	720	\$6.00	\$4,320.00	\$11.00	\$7,920.00	\$17.33	\$12,477.60	\$14.00	\$10,080.00
204.015	Removing Curb & Gutter	LF	80	\$14.00	\$1,120.00	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$12.00	\$960.00
204.0155	Removing Concrete Sidewalk	SY	20	\$25.00	\$500.00	\$15.00	\$300.00	\$15.00	\$300.00	\$30.00	\$600.00
205.01	Excavation Common - EBS (Undistributed)	CY	2	\$75.00	\$150.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
305.012	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	3	\$50.00	\$150.00	\$100.00	\$300.00	\$100.00	\$300.00	\$100.00	\$300.00
311.011	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	3	\$50.00	\$150.00	\$100.00	\$300.00	\$100.00	\$300.00	\$100.00	\$300.00
416.018	Concrete Driveway 8-Inch	SY	25	\$90.00	\$2,250.00	\$84.00	\$2,100.00	\$84.00	\$2,100.00	\$90.00	\$2,250.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	3	\$175.00	\$525.00	\$550.00	\$1,650.00	\$680.00	\$2,040.00	\$400.00	\$1,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	80	\$40.00	\$3,200.00	\$72.00	\$5,760.00	\$54.00	\$4,320.00	\$47.00	\$3,760.00
602.0415	Concrete Sidewalk 6-Inch	SF	160	\$10.00	\$1,600.00	\$8.00	\$1,280.00	\$8.00	\$1,280.00	\$9.00	\$1,440.00
630.05	Seed Water	MGAL	2	\$50.00	\$100.00	\$40.00	\$80.00	\$100.00	\$200.00	\$70.00	\$140.00
690.015	Sawing Asphalt	LF	270	\$2.00	\$540.00	\$1.75	\$472.50	\$2.50	\$675.00	\$4.00	\$1,080.00
690.025	Sawing Concrete	LF	270	\$2.00	\$540.00	\$2.35	\$634.50	\$3.50	\$945.00	\$8.00	\$2,160.00
SPV.0105.01	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$5,400.00	\$5,400.00	\$4,000.00	\$4,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	45	\$20.00	\$900.00	\$7.80	\$351.00	\$20.00	\$900.00	\$30.00	\$1,350.00
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	150	\$8.00	\$1,200.00	\$5.00	\$750.00	\$5.00	\$750.00	\$9.00	\$1,350.00
SPRING ST / GROVE STREET ALLEY SUBTOTAL				\$27,870.00		\$28,073.00		\$33,662.60		\$31,670.00	

EDWARDS BLVD SIDEWALK				Engineer Estimate		Wolf Paving		Payne & Dolan, Inc.		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
204.0155	Removing Concrete Sidewalk	SY	4	\$50.00	\$200.00	\$25.00	\$100.00	\$20.00	\$80.00	\$30.00	\$120.00
205.01	Excavation Common	CY	145	\$30.00	\$4,350.00	\$25.00	\$3,625.00	\$20.00	\$2,900.00	\$45.00	\$6,525.00
305.012	Base Aggregate Dense 1 1/4-Inch	TON	145	\$30.00	\$4,350.00	\$22.00	\$3,190.00	\$19.00	\$2,755.00	\$40.00	\$5,800.00
602.0405	Concrete Sidewalk 4-Inch	SF	5825	\$7.00	\$40,775.00	\$7.00	\$40,775.00	\$6.50	\$37,862.50	\$7.50	\$43,687.50
628.702	Inlet Protection Type D	EACH	3	\$150.00	\$450.00	\$145.00	\$435.00	\$125.00	\$375.00	\$130.00	\$390.00
630.05	Seed Water	MGAL	35	\$50.00	\$1,750.00	\$40.00	\$1,400.00	\$100.00	\$3,500.00	\$70.00	\$2,450.00
638.2102	Moving Signs Type II (Stop Sign)	EACH	3	\$400.00	\$1,200.00	\$285.00	\$855.00	\$150.00	\$450.00	\$200.00	\$600.00
690.025	Sawing Concrete	LF	10	\$7.50	\$75.00	\$2.35	\$23.50	\$3.50	\$35.00	\$8.00	\$80.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$750.00	\$750.00	\$250.00	\$250.00	\$250.00	\$250.00	\$360.00	\$360.00
SPV.0105.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$6,550.00	\$6,550.00	\$5,000.00	\$5,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	820	\$10.00	\$8,200.00	\$7.80	\$6,396.00	\$15.00	\$12,300.00	\$15.00	\$12,300.00
EDWARDS BLVD SIDEWALK SUBTOTAL				\$67,100.00		\$61,049.50		\$67,057.50		\$77,312.50	

Base Bid Total:		\$861,611.00	\$796,992.95	\$853,832.83	\$1,011,776.00
	GINO'S DRIVEWAY APRON - COST SHARE SUBTOTAL	(\$18,315.00)	(\$16,352.50)	(\$21,435.00)	(\$23,795.00)
CITY'S PROJECT COST:		\$843,296.00	\$780,640.45	\$832,397.83	\$987,981.00



MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF LAKE GENEVA, WISCONSIN

SUBJECT: Funding up to \$30,000 from federal Historic Preservation Fund through a subgrant from the Wisconsin State Historic Preservation Office to the city of Lake Geneva, Wisconsin.

Project No. WI-24-10018

DATE OF GRANT AWARD: Feb. 24, 2024

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

GRANTEE PROJECT MANAGER: Peg Esposito

This agreement between the State Historic Preservation Office (SHPO), and the City of Lake Geneva, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope of work for the project. The Grantee will undertake and coordinate a project to conduct a Phase I archaeological survey of portions of the parcel known as the Hillmoor property.

Completion of the survey is supported by funding up to \$30,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of historic preservation activities in Wisconsin. The HPF program was established by the National Historic Preservation Act of 1966 (as amended), and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SHPO and the Grantee agree to the following:

Scope of Work

The Grantee shall carry out the project as stipulated herein and in the attached *Scope of Work*.

Period of Work Performance

All work related to this project shall be conducted between the date of the *Purchase Order* issued by the Wisconsin Historical Society for this project and **September 30, 2025**, with intermediate deadlines as stipulated below. A *Purchase Order* will be issued after this MOA is executed.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work*. Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 18, 2024 – **Consultant** must be hired. First **Progress Report** to SHPO is due.

Jan. 16, 2025 – Second **Progress Report** to SHPO is due (if project has not been completed).

April 19, 2025 – Third **Progress Report** to SHPO is due (if project has not been completed).

July 26, 2025 – All **deliverables** in the *Scope of Work* are due.

Aug. 29, 2025 – **Project work must be complete**, final reimbursement requests prepared

Sept. 5, 2025 – Final **Reimbursement Request** is due.

Sept. 30, 2025 – End of grant period.

The Grantee shall notify the SHPO if any situation arises that will adversely affect the timely or successful completion of this project.

Qualified Professional Consultation

To complete the Scope of Work, the Grantee shall enter into a contract with a principal investigator whose professional qualifications have been reviewed by the SHPO and determined to meet the [*Secretary of the Interior's Professional Qualifications Standards for Archaeology*](#). The professional investigator must also be listed on the SHPO's list of archaeologists qualified to work within human burials.

Subcontractors hired by the principal investigator to conduct project work shall also meet the Professional Standards. The Grantee shall verify that subcontractors meet the Professional Standards.

SHPO staff shall maintain contact with the project manager and principal investigator for the duration of the project and provide any training, advice, and technical assistance needed for the successful completion of project work.

Contracts

If requested by SHPO, the Grantee shall allow SHPO staff to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee shall comply with federal procurement standards in Chapter 17 of the [*Historic Preservation Fund Grants Manual*](#) (*HPF Manual*) when obtaining professional consulting services, and shall submit documentation of such *prior to* reimbursement.

The Grantee shall not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

SHPO staff will provide the Grantee with a list of qualified consultants who are known by the SHPO to have provided qualified staff for archaeology projects in Wisconsin.

Allowable Costs

Generally, expenses for the following types of activities directly related to project work are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements.

- Professional and consulting services
- Travel
- Equipment, materials, and supplies used for project activities
- Exhibits for public display of project results and data
- Meeting facilities
- Printing of project materials and deliverables
- Public outreach (print and digital), mailings, public meetings
- Time spent by CLG staff coordinating the project activities or hiring and directing consultants

Deviation from items in the budget proposed by the Grantee and approved by SHPO must be negotiated with and approved by SHPO staff – see *Amendments* below.

All project-related costs are subject to applicable principles in the following [Office of Management and Budget \(OMB\) Circulars](#).

- *A-21 Cost Principles for Educational Institutions* (as revised 5/10/2004);
- *A-87 Cost Principles for State, Local and Indian Tribal Governments* (as revised 5/10/2004);
- *A-122 Cost Principles for Nonprofit Organizations* (as revised 5/10/2004);
- *A-102 Grants and Cooperative Agreements with State and Local Governments* (as amended 8/29/97);
- *A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, (as amended 9/30/99), and
- *A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions* (as revised 6/27/03).

If the Grantee receives \$750,000 or more annually in federal funding, the Grantee shall comply with the provisions of [OMB Circular A-133](#), [Single Audit Act of 1984](#), and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending shall meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with [18 U.S.C. 1913](#).

Reimbursement

The Grantee may request reimbursement for project-related expenses throughout the project period as consultant's invoices are paid. Reimbursement requests will be paid up to 75% of the total project cost until all stipulations are satisfied.

The Grantee will request reimbursement for project-related expenses by completing a *Reimbursement Request* form provided by the SHPO. Each *Reimbursement Request* must be accompanied by:

- Documentation of project-related expenses (receipts, invoices, etc.)
- Documentation that those expenses were paid (receipt, paid invoices, payment records, etc.)

On receipt of a *Reimbursement Request*, the SHPO will reimburse the Grantee within 60 days for allowable, paid, and documented costs directly related to the grant-funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after completion of all project work and receipt of all deliverables stipulated in the SOW.

The Grantee will submit a final *Reimbursement Request* on or before **September 5, 2025** for the remainder of project-approved expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee shall retain all records related to project expenses and the procurement of professional services for at least five years after completion of the project. The Grantee shall provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

Scope of Work - After the execution of this MOA, the Grantee may propose changes to the *Scope of Work* or deliverables to the SHPO in writing in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond in writing within 30 days, either accepting or rejecting the proposed changes.

Budget - Amendments to line items in the budget proposed in the Grantee's application, and approved by virtue of the grant award, must be approved in consultation with SHPO staff before unexpected costs are incurred.

Period of Performance - The *Period of Performance* may be extended under extenuating circumstances. If the Grantee believes their project has become subject to circumstances such that an extension is needed to successfully complete the project, they may request an extension from the CLG Coordinator.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee shall comply *with Title VI of the Civil Rights Act of 1964* that states that no person, on the grounds of race, color, marital status, religious creed, or national origin, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee shall comply with the *Rehabilitation Act of 1973* and the *Age Discrimination Act of 1975* and all requirements imposed by or pursuant to the *Department of the Interior Regulations (43 CFR 17)* issued pursuant to these titles, to the end that, no person in the United States will, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

During the period of this grant (execution through **September 30, 2025**), any income earned by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee does hereby indemnify and hold harmless the State Historic Preservation Office, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, websites, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin State Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin State Historic Preservation Office. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin State Historic Preservation Office.

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least 60 days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO shall reimburse the Grantee up to 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination.

This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin State Historic Preservation Office on behalf of the State Historic Preservation Officer.

CITY OF LAKE GENEVA

Laura Pisarcik
Comptroller - City of Lake Geneva, Wisconsin

Date

WISCONSIN STATE HISTORIC PRESERVATION OFFICE

Daina Penkiunas
State Historic Preservation Officer

Date



Scope of Work

Project No. WI-24-10018

Lake Geneva, Wisconsin

The State Historic Preservation Office (SHPO) and the City of Lake Geneva, Wisconsin (Grantee), agree to the following scope of work and conditions for the completion of a Phase I archaeological survey of the parcel known as the Hillmoor property.

Survey Area

Phase I archaeological testing shall be conducted in areas of the Hillmoor property identified by the applicant as “Areas of Highest Archaeological Potential” (see map, Attachment A).

Survey Manual

In conducting field work and research, the Grantee shall comply with relevant requirements and guidance in the [Guide for Public Archaeology in Wisconsin](#) (the Guide). The Grantee will direct the principal investigator to the Guide and notify them that compliance is required.

Subgrant Manual

The Grantee will comply with all standards and requirements in the [CLG Subgrant Manual](#) (*Subgrant Manual*) for allocation and use of federal funding. The Grantee will direct the principal investigator to the *Subgrant Manual* and inform them that compliance is required.

Principal Investigator and city staff

The Grantee’s Project Manager shall assist the principal investigator as needed. Time spent by city staff to facilitate the project is eligible for reimbursement by the subgrant and may be tracked and claimed for reimbursement.

Deliverables

All deliverables are due on or before **July 26, 2025**.

A technical report of findings shall be prepared, in accordance with chapter 8 of the *Guide*, that synthesizes and organizes field observations and research collected during the survey. Progress reports may be submitted at the intervals specified previously but will not be considered technical reports for the purposes of this project. The technical report must meet all SHPO submission guidelines, including digital submission guidelines and mapping standards, and must include a completed Archaeological Reports Inventory (ARI) form and completed *Archaeological Site Inventory* (ASI) Update forms.

The SHPO shall review all deliverables within 30 days of receipt, and work with the consultant to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

On completion of the technical report, the final version shall be submitted to the SHPO in PDF format along with one unbound copy printed on acid-free paper.

Data on and photographs of any new archaeological sites identified during the survey shall be entered into the *Archaeological Site Inventory* (ASI) of the *Wisconsin Historic Preservation Database* (WHPD) by the consultant. Any new information about known sites and site boundaries shall be submitted to the Office of the State Archaeologist in the form of digital file transfers (for photographs) and ASI updates (sketch maps, site maps, and update sheets). Data entry and photos shall comply with the requirements in the *Guide*. Photos must be submitted in .jpg format. Other documents and maps should be submitted in .pdf format. If GIS shapefiles for site boundaries and survey areas are created, copies will be provided to Office of the State Archaeologist (OSA).

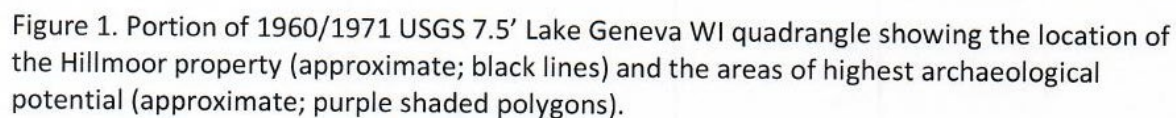
Ownership of Documents

All information gathered, data collected, photos taken, and reports prepared during the completion of this project are the property of the SHPO and shall not be made publicly available until the project is complete and deliverables are submitted to the SHPO.

Intellectual Property

The Consultant hereby grants the SHPO a non-exclusive, irrevocable, royalty-free license to all copyrightable material ("Material") created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to conform to and comply with their requirements and standards, and those of the National Park Service.

Map, provided by applicant, showing areas of highest archaeological potential.



ADD CEMETERY DESIGN HERE

Rules and Regulations Oak Hill Cemetery - Pioneer Cemetery Effective March 2024

Definitions:

- 1) "Cemetery lot" means a grave or two or more contiguous graves. Ownership of a cemetery lot includes the right to bury human remains in that cemetery lot as described in the rules and regulations.
- 2) "Burial" means entombment, inurnment, or interment.
- 3) "Mausoleum" means a building, structure or part of a building or structure that is used or intended to be used for the burial of human remains by placing a casket in a crypt located in the Mausoleum.
- 4) "Columbarium" means a structure of vaults lined with recesses for cremated cremains/urns.

All lot owners, grave site owners, columbarium owners, mausoleum owners, and visitors are subject to the following, as well as any City Ordinances not printed in this document.

1. All lots/graves/columbarium niches shall be sold subject to the rules and conditions provided, or which may be hereinafter passed by the Cemetery Board.
2. The purchase of cemetery lots/graves/columbarium niches shall go through the Treasurer's Office at Lake Geneva City Hall. A deed will be provided and documented with the cemetery sexton. A copy of this ordinance will be given to the deeded owner at the time of purchase.
3. Transfer of lots/grave sites/columbarium niches to another party must be reported to the office of the Sexton for recording before any party not listed on the deed shall be allowed the use of such lot and/or grave site. Transfer must come from the legal owner of the deed. No person will be recognized as a rightful owner or part owner of a lot/grave site unless his/her name appears upon the books of the Sexton. The City shall not be responsible for any mistake caused by the lack of proper paperwork and/or instructions for the particular space regarding a burial. Deeds and deed transfers are the responsibility of the owner. Deed transfers must be recorded with the Sexton office.
4. No burials of any kind except legal interment of human remains shall be permitted.
5. The speed limit in the cemetery shall not exceed 10 mph.
6. No domestic animals are allowed on cemetery grounds.
7. Leaving trash on the grounds except in a trash receptacle is forbidden.
8. The harvest of wild or planted flowers, damage to any tree or plant, defacing any structure, hunting or actions considered to be injurious to the cemetery in any way are strictly forbidden.
9. No recreational vehicles allowed. (4 wheelers, go-carts, mini-bikes, snowmobiles, etc.)
10. Children under 12 years of age are not permitted without adult supervision.
11. The city is not responsible for any damage to lots/graves/columbarium niches, or anything placed on a lot or grave including headstones/memorials, decorations, trinkets, décor of any

kind. The city is not responsible for loss or damage by vandalism or other acts beyond its reasonable control.

12. Should the City become aware of damage to any headstone, out of respect, notification to the owner/family should be attempted if possible. Sexton and/or staff shall inform the DPW Administrative Specialist that notification was attempted and was either successful or unsuccessful. The DPW Administrative Specialist shall document such notification in the Pontem "occupant notes" section
13. Any additions and/or improvements to a lot/grave must be approved by the Sexton.
14. Only cemetery employees under the direction of the Sexton shall disturb any sod or soil. No grass, tree, shrub, etc. shall be disturbed except by cemetery employees under the direction of the Sexton.
15. General maintenance of the cemetery grounds will be performed by the City. Headstones, headstone foundations, and memorial maintenance are the responsibility of the lot/grave owner.
16. No additions to include decorations, plants, etc. shall impede on a neighboring lot/grave site. Items encroaching on other grave sites shall be removed and disposed of by the city without notice.
17. Any items placed/planted on or near a grave site that appear unsightly or not maintained shall be removed at the sole discretion of the city.
18. Spring, summer, or fall decorations may be placed after 01 March and shall be removed by 01 Oct. Any items left after that date will be disposed of by the city.
19. Appropriate winter decorations may be placed on graves from 01 Nov until 01 March. Any decorations left after 01 March shall be disposed of by the city. Winter decorations shall not exceed 5' wide by 5' tall.
20. Inappropriate items that may be construed as offensive or injurious shall not be allowed and will be removed without notice at the sole discretion of the Sexton.
21. Burial options per grave site: The City shall allow one full and one cremation per grave site; two cremations per grave site; one full infant child on one full adult burial per grave site; one full infant child and one cremation per grave site; or one full infant child shall be allowed on one full burial or with one cremation dependent on available space, as sometimes vaults are only a foot or two below grade. If that is the case, a full infant will not fit with a full adult burial.
22. Notification to open a grave site must be received within two full working days prior to the need. In case of frost, four days is recommended.
23. One headstone shall be permitted per grave site. Family memorial markers shall be approved before purchase and allowed at the sole discretion of the Cemetery Board.
24. Headstones and/or memorials shall be harmonious in shape, design, and material with other headstones in the immediate area.
25. No markers, stones and or memorials of any kind shall be permitted until the grave lot/site is paid in full.
26. Traditional/full burials require a concrete vault. Any request of not using a vault is at the sole discretion of the City.

CEMETERY BOARD MINUTES

Wednesday, April 17, 2024, 4:30 pm
Conference Room A, Lake Geneva City Hall

Meeting was called to order by President Mary Sibbing at 4:30 pm.

Roll call:

Present: Mary Sibbing, Terry Krohn, Ruth Monico, Alderwoman Fesenmaier, Patrick Quinn

Comments from the public. None

Motion made by Patrick Quinn seconded by Terry Krohn to approve Cemetery Board meeting minutes from March 20, 2024. Motion passed 5-0.

Recommendation regarding revised and updated Cemetery Rules and Regulations. Rules and regulations will be sent to the Common Council at the next regularly scheduled meeting to approve the revised and updated cemetery rules and regulations to include the present fees schedule as Policy, as directed in **City Ordinance, Division 5, Cemetery Board, Sec. 2-308.**

Recommendation to reimburse Neal Aspinall for designing a logo heading for the above mentioned Rules/Regulations. Estimated amount is \$225.00. Neal will present 1-2 concepts at our next meeting and final art 1-2 weeks for Cemetery Board approval. Patrick Quinn made a motion to pay the invoice for the logo and Terry Krohn seconded the motion. Motion passed 5-0.

Reviewed/Recommendation on future DPW monthly reports. Cemetery updates noted. Maintenance of the Sexton shed and removal from the dump area is continuing. Recommended Park Superintendent will include updates on: Columbarium, road repair timeframe, shed/office repair updates.

Discussion regarding the Public Works Department repair of the Columbarium. Parts are available and Ketterhagen Memorials is making the repairs.

Continuing Discussion on Adding Pioneer Cemetery to Pontom. Patrick Quinn has a book entitled, "Pioneer Cemetery Pamphlet" which lists the names interred in Pioneer Cemetery to the best of their knowledge. Ruth Monico will visit the Elkhorn Library and purchase the pamphlet for referencing those names to be included in the Pontom network.

Future agenda items:

- Ideas for future planning of newly-acquired land at Oak Hill Cemetery.
- Review with vendors architectural design of proposed Columbarium.
- Annual review of Cemetery rules/regulations to include fees as indicated in City Ordinance. Next review due May 2025
- Review the comptroller's financial reports every 6 months.
- Monitor annual membership to WAC in December. Required to submit dues in February each year.
- State Statute 157.115 (2) **Abandonment of Cemetery Lots** regarding lots not interred for over 50 years to sell these lots. This will be an ongoing discussion with the newly budgeted Park Superintendent, Samantha Ingo, for review and recommendation.

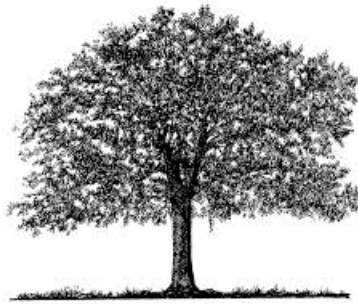
- Determine who will attend the 2024 annual conference of the WI Alliance of Cemeteries, closer to the Conference.
- Neal Aspinall's logo-will the Board be able to use it for other purposes.

Next meeting: Wednesday, May 15, 2024, 4:30 pm
Meeting Room A, Lake Geneva City Hall.

Motion made to adjourn at 5:01 pm by Patrick Quinn and seconded by Terry Krohn.
Motion passed 5-0.

Respectfully submitted,
Ruth Monico
Secretary

Mailing Address:
626 Geneva Street
Lake Geneva, WI 53147



Cemetery Location:
1101 Cemetery Road
Lake Geneva, WI 53147

OAK HILL CEMETERY

Phone: (262) 248-2789 Fax: (262) 248-4715

PRICE LIST *effective 1/1/15*

COLUMBARIUM INFORMATION

Niche in Columbarium (<i>includes Inurnment</i>):	\$1,200
Bottom Row only:	\$1,000
<i>(Perpetual care is \$200 and included in prices)</i>	
Second Inurnment (<i>if niche allows for two</i>):	\$150

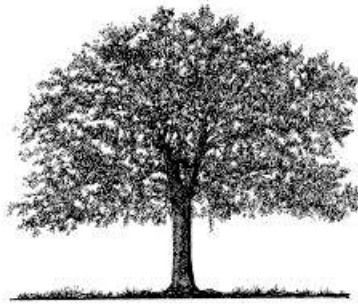
Note: In order to place two cremations in one niche, it is important that the urns are small enough to fit in the niche size of 11-3/8" x 11-3/8" in front, tapered to 11" x 9" in back. The small box that is usually sent from the crematory is the size that is needed if two are to fit in one niche. If a larger or fancier urn is desired, two niches would be needed for two cremations.

Niche Inscription Pricing:

One Family Name	\$240
One Individual Name	
One Birth Date	
One Family Name	\$275
Two Individual Names	
Two Birth Dates	
One Death Date	
To Add Death Date Later:	\$100
Family Name Only:	\$125
Title Lines (<i>Not over 18 letters</i>)	\$150
<i>Nicknames, Beloved Wife, Mother, etc</i>	
Attach a Small VA Plaque	\$100

*For uniformity, all inscription orders MUST be placed with Oak Hill Cemetery.
A small government plaque may be put on the niche door if the deceased was a veteran.*

Mailing Address:
626 Geneva Street
Lake Geneva, WI 53147



Cemetery Location:
1101 Cemetery Road
Lake Geneva, WI 53147

OAK HILL CEMETERY

Phone: (262) 248-2789 Fax: (262) 248-4715

PRICE LIST *effective 1/1/15*

INTERMENTS *(No Sunday Burials)*

<u>Grave Opening</u>	<u>Weekdays</u>	<u>Saturday</u>
Full Burial	\$675	\$800
Cremation	\$450	\$525
Infant (under one year)	\$200	\$300

Note: *Before or after a holiday, when employees are not working due to the holiday, Saturday prices will apply.*

Frost Charges apply from Nov. 1 st to March 15 th :	\$75
Stake-out Fees for foundations:	\$50
Foundation Charges (per square inch):	40¢

- An extra charge of \$100 applies to all burials after 2:30 p.m.
- If two cremations are buried at one time in the same grave, an extra charge of \$100 will be added.
- We do allow one full burial and one cremation in one full grave or two cremations in one full grave.

PLOTS

One Grave in any section: <i>(\$325 for grave and \$325 for perpetual care)</i>	\$650
Cremation Grave - Single (for only one): <i>(\$200 for grave and \$200 for perpetual care)</i>	\$400
Cremation Grave - Double (for two): <i>(\$250 for grave and \$250 for perpetual care)</i>	\$500



PROGRAMMING AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2024, by and between the City of Lake Geneva (hereinafter "City") and the Geneva Lakes Family YMCA, Inc. (hereinafter "YMCA").

WITNESSETH:

WHEREAS, City and YMCA wish to work cooperatively to provide recreational services and utilize athletic fields owned by the City; and

WHEREAS, City and YMCA wish to ensure that recreational facilities and programs are available to as many residents of the City as possible; and

WHEREAS, City and YMCA wish to clarify the relative roles and responsibilities of each party to provide recreational facilities and programs to the residents of the City;

NOW THEREFORE, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. The term of this agreement shall be for a term of two (2) years commencing on the ____ day of _____, 2026.
3. For the services recited herein, the City shall pay the sum of Sixty One Thousand Eight Hundred (\$61,800.00) Dollars per year for the term of this agreement. The sum shall be paid in bi-monthly installments.
4. In exchange for the sum provided herein, the YMCA shall do the following:
 - a. Provide no less than 2 written reports to the Board of Park Commissioners. Reports will be provided midseason and end of season and emailed to the City Clerk for distribution.
 - b. Provide recreational programs at Veterans Park as appropriate. List of programs shall include but not be limited to: T-Ball, Baseball, Softball, Travel baseball/ softball, Tournament level baseball/ softball, flag football, volleyball, soccer, Lacrosse, Adult softball, Coed softball, Adult Kickball, Pickleball.
 - c. Coordinate the use of the athletic fields at Veterans Park for use by all groups interested in using said fields in a non-discriminating manner. Ensure that all groups and organizations have equal access to the athletic fields provided by the City.

- d. Prepare the baseball/ softball fields for use by any organization regardless of their affiliation with the YMCA by marking the fields and placing of necessary equipment such as bases or volleyball nets. The YMCA shall be notified a minimum of one week in advance of events to coordinate proper staffing.
- e. Coordinate the use of the fields with the City of Lake Geneva through a shared calendar such as google calendar.
- f. Make books and records available to the City showing revenues received and expenses paid for use of Veterans Park. Submit a written, year-end financial statement directly to the Board of Park Commissioners.
- g. Provide no less than 15% discount rates for City residents participating in activities through the YMCA which are conducted at Veterans Park.
- h. Tournaments and other rentals at Veterans Park will be booked through the YMCA. Net proceeds will be shared equally between the City and the YMCA. A separate rental agreement will be used. See attached agreement.
- i. The YMCA and City of Lake Geneva shall each provide a One Million (\$1,000,000.00) Dollar liability insurance policy naming the other as an additional insured.
- j. Responsibilities and equipment available for use at Veterans Park shall be as follows:

City of Lake Geneva

Mowing

Trash pickup of entire park (except Concession stand and 2nd floor of Lions Den/asphalt area)

Gas for power equipment

Flowerbeds

Clean and maintain bathrooms

Bids out concession stand

City allows YMCA to use the garage for storage of equipment related to these activities (not use of Lions Den)

Owns and maintains regulation size soccer goals and nets

Basketball nets

YMCA

All field work/maintenance

Any field rental agreements

Check oil/filters, wash groomer

Concession Stand and 2" floor Lion' s Den/asphalt areas/ prep/ cleaning/trash pickup

Equipment purchases for programs

Maintain Batting cages

Owens Volleyball nets

Owens Bases

Owens chalker

Dispense of watering required for baseball game usage (water supplied by City)

Operations of any tournaments run thru the YMCA

Communication with City Clerk on scheduling of park

Repair and maintenance of ball field groomer.

Replacement cost of groomer when needed.

Owner of lawn tractor, push mower, golf cart- do all maintenance

k. The YMCA will ensure that the fields and facilities are used in a reasonable manner by all patrons and invitees of the YMCA.

l. YMCA serves as concessionaire for Veterans Park according to 2- year agreement. See attached agreement.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this _____ of _____, 2024.

CITY OF LAKE GENEVA, a municipal corporation

BY _____

Attest: _____

GENEVA LAKES FAMILY YMCA., Inc.

By: _____



CONCESSION AGREEMENT

Concession Agreement made on February 13, 2023, between the City of Lake Geneva ("City"), and Geneva Lakes Family YMCA, Inc. ("Concessionaire"),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran' s Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$2,500.00, made in one installment by June 1st
2. Concessionaire agrees to have the concession stand open during the spring and summer season (April 15th through September 15th), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with, weekend and/or daily hours of business during seasonal organized sports activities.
3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.
4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.
5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.
6. All notices and orders given to concessionaire shall be sent to Geneva Lakes Family YMCA, Inc.
7. Prior to termination of this Agreement or on or before October 31st of 2024, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran' s Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on- site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

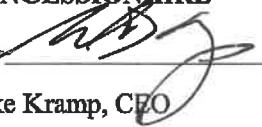
9. The Concessionaire shall pay all license fees and taxes that may be imposed by any City, State or Federal authorities.

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for the indemnity set forth in paragraph 11, with the City named as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

By:  2-20-23
Mike Kramp, CEO

CITY OF LAKE GENEVA

By: 
Mayor Charlene Klein

Attest:

By: 

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "43257"

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

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

Invoice.Batch = "04152024","04192024","04242024","05032024","05022024"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
04/24/2024	324	6858	ELAN FINANCIAL SERVICES	15,549.39
04/15/2024	85393	3495	CITY OF LAKE GENEVA	663.00
04/15/2024	85394	4582	CITY OF LAKE GENEVA BID	4,556.69
04/19/2024	85488	6160	AMAZON CAPITAL SERVICES	3,490.23
04/19/2024	85489	6767	AT&T	338.90
04/19/2024	85490	2108	AT&T LONG DISTANCE	353.37
04/19/2024	85491	2109	AT&T MOBILITY	667.01
04/19/2024	85492	6263	CHARTER COMMUNICATIONS	699.93
04/19/2024	85493	7055	CRAVEN, SCOTT R	200.00
04/19/2024	85494	5576	FISH WINDOW CLEANING	407.00
04/19/2024	85495	7057	HARRY'S CAFE & PLACE	10.00
04/19/2024	85496	6524	JONES, HEATHER	155.56
04/19/2024	85497	1133	LEONARD, BEVERLY	47.14
04/19/2024	85498	6729	LUCAS HOLDINGS LLC	487.73
04/19/2024	85499	7056	LUDWIG, DOUGLAS	30.00
04/19/2024	85500	7003	RENZ, JASON	422.10
04/19/2024	85501	2435	TOM EARLE	100.50
04/19/2024	85502	4892	TOWN OF BURLINGTON CLERK OF COURTS	285.00
04/19/2024	85503	4942	TRUCK COUNTRY OF WI	711.87
04/19/2024	85504	4956	UNIQUE MANAGEMENT SERVICES INC	30.90
04/19/2024	85505	5001	VERIZON WIRELESS	38.01
04/19/2024	85506	5071	WE ENERGIES	816.62
04/24/2024	85507	4684		10.00
04/24/2024	85508	2104	AT&T	2,863.93
04/24/2024	85509	6524	JONES, HEATHER	5,833.34
04/24/2024	85510	7058	MENNINGA, MAXIMILIAN	50.00
04/24/2024	85511	5071	WE ENERGIES	4,385.88
04/24/2024	85512	2933	MARED MECHANICAL	2,522.88
05/02/2024	85521	3495	CITY OF LAKE GENEVA	100.00
05/03/2024	85528	2046	ALLIANT ENERGY/WPL	179.15
05/03/2024	85529	7039	BAKER, CORY	360.00
05/03/2024	85530	6263	CHARTER COMMUNICATIONS	239.96
05/03/2024	85531	2354	CULLIGAN OF BURLINGTON	231.00
05/03/2024	85532	7061	HEIDMAN, MARILYN	119.00
05/03/2024	85533	2702	INITIAL DESIGNS	5,513.00
05/03/2024	85534	3024	MUTUAL OF OMAHA	4,516.46
05/03/2024	85535	3143	PHIL'S ELECTRIC DRAIN	335.00
05/03/2024	85536	7003	RENZ, JASON	214.40
05/03/2024	85537	3233	RHYME BUSINESS PRODUCTS	171.19
05/03/2024	85538	4944	TRACTOR SUPPLY CREDIT PLAN	154.97
05/03/2024	85539	4975	US CELLULAR	689.68
05/03/2024	85540	6799	VERIZON	472.53
05/03/2024	85541	5183	VILLAGE OF SHARON POLICE DEPT	88.80
05/03/2024	85542	5428	CITY OF LAKE GENEVA POLICE DEPT	43.58

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Vendor Number	Payee	Amount
Grand Totals:				59,155.70

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-13910	319.61	.00	319.61
11-00-00-21100	178.29	38,896.07-	38,717.78-
11-00-00-21555	2,160.16	.00	2,160.16
11-00-00-21562	1,710.77	.00	1,710.77
11-00-00-21564	645.53	.00	645.53
11-00-00-44100	10.00	.00	10.00
11-00-00-44110	50.00	.00	50.00
11-00-00-44250	10.00	.00	10.00
11-12-00-24280	373.80	.00	373.80
11-12-00-52210	81.40	.00	81.40
11-12-00-53100	132.23	.00	132.23
11-14-30-53100	463.98	.00	463.98
11-14-30-53110	143.80	.00	143.80
11-15-10-54500	312.19	.00	312.19
11-16-10-52210	1,186.47	.00	1,186.47
11-16-10-52240	1,271.32	.00	1,271.32
11-16-10-52400	335.00	.00	335.00
11-16-10-53100	67.85	.00	67.85
11-16-10-53500	21.00	.00	21.00
11-16-10-53600	2,522.88	.00	2,522.88
11-21-00-52210	1,286.36	.00	1,286.36
11-21-00-52220	30.04	.00	30.04
11-21-00-52620	291.58	.00	291.58
11-21-00-53120	43.58	.00	43.58
11-21-00-53310	30.00	.00	30.00
11-21-00-53610	355.93	.00	355.93
11-22-00-51380	5,636.41	.00	5,636.41
11-22-00-51440	682.49	.00	682.49
11-22-00-52210	1,460.71	.00	1,460.71
11-22-00-52240	650.48	.00	650.48
11-22-00-52400	355.94	.00	355.94
11-22-00-53100	388.69	.00	388.69
11-22-00-53120	11.03	.00	11.03
11-22-00-53320	1,650.00	.00	1,650.00
11-22-00-53410	106.66	.00	106.66
11-22-00-53500	443.79	.00	443.79
11-22-00-53510	787.30	.00	787.30
11-22-00-54500	134.99	.00	134.99
11-22-00-55100	144.00	.00	144.00
11-22-00-58000	725.12	.00	725.12
11-22-00-58100	179.98	.00	179.98
11-22-00-58110	3,527.20	.00	3,527.20
11-24-00-52620	92.95	.00	92.95
11-24-00-53100	171.19	49.49-	121.70

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
11-24-00-53200	120.00	.00	120.00
11-24-00-53300	636.50	.00	636.50
11-24-00-53310	270.00	.00	270.00
11-29-00-54100	325.00	.00	325.00
11-32-10-52210	449.36	.00	449.36
11-32-10-52240	1,464.80	.00	1,464.80
11-32-10-52500	872.53	.00	872.53
11-32-10-52700	119.00	.00	119.00
11-32-10-53300	100.50	.00	100.50
11-32-10-53310	86.94	.00	86.94
11-32-10-53320	297.00	.00	297.00
11-32-12-53400	24.00	.00	24.00
11-32-13-54100	1,164.00	128.80-	1,035.20
11-32-13-54300	427.50	.00	427.50
11-51-10-52240	631.85	.00	631.85
11-52-00-51100	525.00	.00	525.00
11-52-00-52240	125.94	.00	125.94
11-52-00-53500	13.40	.00	13.40
11-52-00-53990	56.96	.00	56.96
11-52-01-52240	56.93	.00	56.93
11-52-01-53500	77.31	.00	77.31
11-70-00-57800	47.14	.00	47.14
40-00-00-21100	.00	1,198.08-	1,198.08-
40-52-11-10100	100.00	.00	100.00
40-54-10-52210	17.45	.00	17.45
40-55-10-52210	72.38	.00	72.38
40-55-10-52240	245.87	.00	245.87
40-55-10-53160	155.56	.00	155.56
40-55-10-53500	64.75	.00	64.75
40-55-20-52210	311.07	.00	311.07
40-55-20-53600	231.00	.00	231.00
42-00-00-21100	.00	461.88-	461.88-
42-34-50-52210	167.64	.00	167.64
42-34-50-53100	22.08	.00	22.08
42-34-50-53400	272.16	.00	272.16
43-00-00-21100	.00	29.38-	29.38-
43-32-10-17020	29.38	.00	29.38
47-00-00-21100	.00	6,018.67-	6,018.67-
47-00-00-57212	5,833.34	.00	5,833.34
47-70-00-57155	185.33	.00	185.33
48-00-00-21100	.00	490.85-	490.85-
48-00-00-52210	62.05	.00	62.05
48-00-00-52220	179.15	.00	179.15
48-00-00-52240	94.68	.00	94.68
48-00-00-53620	154.97	.00	154.97
61-00-00-21100	.00	127.48-	127.48-
61-00-00-53900	127.48	.00	127.48
62-00-00-21100	.00	.30-	.30-
62-00-00-92100	.30	.00	.30
89-00-00-21100	.00	5,219.69-	5,219.69-
89-00-00-24700	4,556.69	.00	4,556.69
89-00-00-24800	663.00	.00	663.00
98-00-00-21100	.00	230.00-	230.00-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
98-00-00-52110	230.00	.00	230.00
99-00-00-21100	120.50	6,782.09-	6,661.59-
99-00-00-52110	27.54	.00	27.54
99-00-00-52210	225.74	.00	225.74
99-00-00-52220	630.59	.00	630.59
99-00-00-53100	82.95	.00	82.95
99-00-00-53120	13.58	.00	13.58
99-00-00-53320	377.42	.00	377.42
99-00-00-53500	301.69	.00	301.69
99-00-00-53600	407.00	.00	407.00
99-00-00-54100	531.51	11.47-	520.04
99-00-00-54110	365.63	98.99-	266.64
99-00-00-54140	405.17	10.04-	395.13
99-00-00-54150	1,088.16	.00	1,088.16
99-00-00-55110	1,178.93	.00	1,178.93
99-00-00-55120	33.94	.00	33.94
99-00-00-55170	1,112.24	.00	1,112.24
Grand Totals:	59,753.28	59,753.28-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "43257"

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

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

Invoice.Batch = "04152024","04192024","04242024","05032024","05022024"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"05082024","05082024A","05082024B","P05102024","P05102024A","P05102024B","F05102024","F05102024A","F05102024B","F05102024C"

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
A+ GRAPHICS & PRINTING				
43636	04/16/2024	SM MENU/TABLOID-COLOR CO	11-62-01-53400 HILLMOOR OPERATING SUPPLIES	37.40
Total A+ GRAPHICS & PRINTING:				37.40
ACCURATE PLUMBING OF WALW CTY				
240304	03/24/2024	COFFEE MACHINE REPAIR	11-22-00-52410 FIREHOUSE REPAIRS	893.50
Total ACCURATE PLUMBING OF WALW CTY:				893.50
ACKMAN GLASS & MIRROR				
82773	03/08/2024	BLD REPAIR	11-22-00-52410 FIREHOUSE REPAIRS	190.00
Total ACKMAN GLASS & MIRROR:				190.00
ACTIVE911 INC				
558113	03/23/2024	ACTIVE ALERT SUBSCRIPTION	11-22-00-54500 FIRE IT SERVICES	779.90
Total ACTIVE911 INC:				779.90
ADAMS POWERFUL SOLUTIONS				
169871	04/16/2024	GENERATOR SERVICE CONTR	11-22-00-53600 FIREHOUSE MAINT SERVICE COSTS	799.00
Total ADAMS POWERFUL SOLUTIONS:				799.00
ALL PRO CLEANING SYSTEMS				
3426	04/17/2024	BUILDING CLEANING	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	2,990.00
Total ALL PRO CLEANING SYSTEMS:				2,990.00
AMY'S SHIPPING EMPORIUM				
92944	03/01/2024	PACKING MIGUEL	11-22-00-53120 POSTAGE EXPENSE	21.97
93207	03/15/2024	MAIL PHONE-SPECIAL INVEST	11-21-00-53800 PD SPECIAL INVESTIGATIONS	15.09
93506	03/27/2024	PACKING/MALEK & ASSOC	11-22-00-53120 POSTAGE EXPENSE	14.33
Total AMY'S SHIPPING EMPORIUM:				51.39
APHE LLC				
2396	02/22/2024	AHA BLS ECARDS	11-22-00-56100 CPR CLASS PAY	10.00
2548	04/01/2024	AHA BLS ECARDS	11-22-00-56100 CPR CLASS PAY	15.00
Total APHE LLC:				25.00
AURORA HEALTH CARE				
145834	03/24/2024	DODGE PHYSICAL	11-22-00-58410 EMPLOYEE HEALTH & WELLNESS	293.00
344674	04/08/2024	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	50.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total AURORA HEALTH CARE:				343.00
AURORA HEALTH CARE SOUTHERN LAKES INC				
135-CI0000115	04/19/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	14.80
Total AURORA HEALTH CARE SOUTHERN LAKES INC:				14.80
AURORA QUICK CARE LLC				
238-CI0000551	04/12/2024	EMP CLINIC-MAR	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,700.00
Total AURORA QUICK CARE LLC:				2,700.00
BATZNER PEST CONTROL				
59656282	04/22/2024	PEST CONTROL-APRIL	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	173.03
Total BATZNER PEST CONTROL:				173.03
BOUND TREE MEDICAL LLC				
85272660	03/07/2024	EMS MED SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	197.61
85288039	03/22/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	254.71
85289181	03/25/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	34.06
85295727	03/29/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	31.58
85305952	04/08/2024	EMS MED SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	6.24
85307712	04/09/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	242.64
85307713	04/09/2024	EMS MED SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	86.15
85313390	04/15/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	25.45
85320809	04/22/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	275.36
Total BOUND TREE MEDICAL LLC:				1,153.80
BREEZY HILL NURSERY				
INV/2024/0734	04/19/2024	POND MAINT	42-34-50-52200 PARKING LOT PLANTING/MAINT	260.10
INV/2024/0742	04/18/2024	PURCHASE OF TREES	11-32-13-53460 PURCHASE OF TREES	165.00
Total BREEZY HILL NURSERY:				425.10
BUMPER TO BUMPER				
0662-476386	08/16/2023	LOCK-VAN	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	5.49
662-484644	03/25/2024	CAR WASH	11-22-00-53400 OPERATING SUPPLIES	15.98
662-484870	04/01/2024	MED 2 OIL FILTER	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	39.99
Total BUMPER TO BUMPER:				61.46
BURGMEIER, LEVI T				
PK22-38279	04/05/2024	BURGMEIER-REFUND	11-12-00-45100 COURT PENALTIES & FINES	25.00
Total BURGMEIER, LEVI T:				25.00
C/O PARAGON DEVELOPMENT SYSTEMS INC				
15221730	04/16/2024	BADGERBOOK- NEW BASE (DA	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	311.00
Total C/O PARAGON DEVELOPMENT SYSTEMS INC:				311.00
CDW GOVERNMENT				
QC63954	03/12/2024	FIREWALL SUBSCRIPTON	11-22-00-54500 FIRE IT SERVICES	459.00
QD88522	03/14/2024	COMPUTER MONITORS	11-22-00-54500 FIRE IT SERVICES	191.06

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
QH99120	03/22/2024	ACRONIS ANNUALSUBSCRIPTI	11-21-00-58100 EQUIPMENT OUTLAY	608.66
QK61739	03/27/2024	RED GATE-SUBSCRIPTION SOF	11-21-00-58100 EQUIPMENT OUTLAY	608.00
QM22948	04/01/2024	ADAPTERS	11-21-00-53050 DATA PROCESSING	13.77
QM22948	04/01/2024	COMP REPLACE-CONTINGENC	11-21-00-58100 EQUIPMENT OUTLAY	175.32
Total CDW GOVERNMENT:				2,055.81
CELEBRATIONS MANAGEMENT LLC				
REIMB2024 B	05/02/2024	2024 BRIDAL EXPO/CONVENTI	47-70-00-57150 PROMOTIONAL GRANT	15,000.00
Total CELEBRATIONS MANAGEMENT LLC:				15,000.00
CINTAS FIRST AID & SAFETY				
5209124952	04/30/2024	FIRST AID CABINET RESTOCK	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	167.82
Total CINTAS FIRST AID & SAFETY:				167.82
CITY ELECTRIC SUPPLY-MA				
LKG/093954	04/04/2024	ELECTRICAL LED CCT LINEAR	11-34-10-52610 STREET LIGHTS REPAIRS	372.99
Total CITY ELECTRIC SUPPLY-MA:				372.99
CLEAN WATER ENGINEERING LLC				
1063	04/30/2024	COMM PLUMBING INSPECTION	11-24-00-52190 CONTRACT BUILDING INSPECTOR	180.00
Total CLEAN WATER ENGINEERING LLC:				180.00
COLUMBIA CASCADE CO				
55424-48	04/11/2024	CRAFTSMAN BENCH DONATIO	11-52-00-57360 PARK DONATION PURCHASES	4,065.00
Total COLUMBIA CASCADE CO:				4,065.00
COMPLEX SECURITY SOLUTIONS INC				
945441	04/17/2024	REMOTE DOOR BUTTON-LOST	11-16-10-52400 CITY HALL BUILDING REPAIRS	182.99
Total COMPLEX SECURITY SOLUTIONS INC:				182.99
DAVID ELLIOTT TRUCKING LLC				
196-8	04/08/2024	TRANSPORT GRINDER FROM D	43-32-10-17020 DPW CAPITAL PROJECTS	1,200.00
Total DAVID ELLIOTT TRUCKING LLC:				1,200.00
DEKIND COMPUTER CONSULTANTS				
38560-1	04/01/2024	O365-MAY 2024	11-21-00-53050 DATA PROCESSING	416.00
38560-2	04/01/2024	O365-MAY 2024	11-22-00-54500 FIRE IT SERVICES	508.00
Total DEKIND COMPUTER CONSULTANTS:				924.00
DINGES FIRE COMPANY				
52264	04/08/2024	ROPE BAGS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	116.35
52299	04/09/2024	1/2" HTP STATIC	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	471.88
Total DINGES FIRE COMPANY:				588.23
DUNN LUMBER				
1619823	01/08/2024	EQUIPTMENT SUPPLIES	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	27.56
1621389	01/10/2024	SIDEWALK SALT	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	79.92

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
1685645	04/09/2024	OPERATING SUPPLIES	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	6.98
1700296	04/25/2024	SLOW MOVING VEHICLE SIGNS	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	53.98
Total DUNN LUMBER:				168.44
EAGLE MEDIA INC				
00138597	04/01/2024	BADGES INITIAL ISSUE ROCKW	11-21-00-51380 PD UNIFORM ALLOWANCE	286.00
00138716	03/28/2024	GRITZNER - BADGE HOLDER	11-21-00-51380 PD UNIFORM ALLOWANCE	38.66
00138758	03/28/2024	RODRIGUEZ-BADGE	11-21-00-51380 PD UNIFORM ALLOWANCE	192.90
00138758	03/28/2024	BROWN-BADGE	11-21-00-51380 PD UNIFORM ALLOWANCE	141.40
00138758	03/28/2024	TRIPP-BADGE	11-21-00-51380 PD UNIFORM ALLOWANCE	141.40
00138758	03/28/2024	WARD - BADGE	11-21-00-51380 PD UNIFORM ALLOWANCE	141.40
00138758	03/28/2024	WISNIEWSKI-BADGE	11-21-00-51380 PD UNIFORM ALLOWANCE	141.40
00138866	03/26/2024	CSO- PANTS AND SHORTS - W	11-21-00-51390 PART TIME UNIFORM EXPENSE	162.00
Total EAGLE MEDIA INC:				1,245.16
ELKHORN NAPA AUTO PARTS				
330392	04/10/2024	#15 BRAKE PADS	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	170.62
330520	04/11/2024	JOHN DEERE FLUID FILTER	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	4.44
Total ELKHORN NAPA AUTO PARTS:				175.06
ELLENA ENGINEERING CONSULTANTS				
2362	04/18/2024	ENG-DISC GOLF BRIDGE 3 & 5	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	1,950.00
Total ELLENA ENGINEERING CONSULTANTS:				1,950.00
FAIRWYN SB INC				
1535 CENTER	04/15/2024	DEVELOPER PYMT-1535 CENT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1555 N STONE	04/15/2024	DEVELOPER PYMT-1555 N STO	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1700 RIDGEW	04/15/2024	DEVELOPER PYMT-1700 RIDGE	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1730 STONE	04/15/2024	DEVELOPER PYMT-1730 STON	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
306 N STONE	04/15/2024	DEVELOPER PYMT-306 N STON	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
415 N STONE	04/15/2024	DEVELOPER PYMT-415 N STON	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
521 N STONE	04/30/2024	DEVELOPER PYMT-521 N STON	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
555 N BOULD	04/15/2024	DEVELOPER PYMT-555 N BOUL	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				28,000.00
FERTILIZER DEALER SUPPLY				
1886979	04/18/2024	OVER RUST GAL/POLY PARTS	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	148.76
Total FERTILIZER DEALER SUPPLY:				148.76
FIRST SUPPLY LLC				
3591522-00	04/17/2024	VETS BUILDING MAINT	11-52-01-53500 BLDG MAINT & REPAIR	47.43
3591522-01	04/22/2024	1.6 CLST DI APH KIT	11-52-01-53500 BLDG MAINT & REPAIR	168.08
Total FIRST SUPPLY LLC:				215.51
FORD OF LAKE GENEVA				
84702	01/12/2024	A1 REPAIR	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	100.00
85583	03/25/2024	204-LEFT REAR TIRE PLUG PAT	11-21-00-53610 PD EQUIP MAINT SERV COSTS	61.70
85631	04/01/2024	203 OIL AND FILTER, TIRE ROTA	11-21-00-53610 PD EQUIP MAINT SERV COSTS	65.24
85679	04/09/2024	204 OIL CHANGE AND INSPEC	11-21-00-53610 PD EQUIP MAINT SERV COSTS	50.19

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total FORD OF LAKE GENEVA:				277.13
FOREMOST PROMOTIONS				
719862	10/16/2023	RECRUITMENT/JOB FAIR SUPP	11-21-00-54110 PD APPLICATION PROCESS	499.38
Total FOREMOST PROMOTIONS:				499.38
FOSTER COACH SALES INC				
26903	01/16/2024	A1 DOOR REPAIR PARTS	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	82.33
27273	04/01/2024	AMB 2 LIGHT	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	664.20
27292	04/04/2024	AMB 2 WHEEL FENDER	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	604.27
Total FOSTER COACH SALES INC:				1,350.80
FROEDTERT SOUTH				
4911	04/15/2024	PREEMPLOYMENT PHYSICAL	11-21-00-54110 PD APPLICATION PROCESS	1,085.00
Total FROEDTERT SOUTH:				1,085.00
FROEDTERT SOUTH INC				
4836	03/29/2024	PREMPLOY PHYSICALS	11-21-00-54110 PD APPLICATION PROCESS	1,915.00
Total FROEDTERT SOUTH INC:				1,915.00
GALLS LLC				
027542479	04/02/2024	DUNAWAY	11-21-00-51380 PD UNIFORM ALLOWANCE	614.25
027542479	04/02/2024	NEW OFFICER-HELMET	11-21-00-51380 PD UNIFORM ALLOWANCE	614.25
Total GALLS LLC:				1,228.50
GATEWAY TECHNICAL COLLEGE				
27958	05/22/2023	AERIAL CERT EXAM-FERER-OL	11-22-00-54100 FIRE TRAINING PAY	80.00
Total GATEWAY TECHNICAL COLLEGE:				80.00
GENCOMM				
330990	04/04/2024	CONSOLE REPAIR	11-21-00-52620 PD COMMUNICATION SYS MAINT FEE	975.00
Total GENCOMM:				975.00
GENEVA LAKE ENVIRONMENTAL				
5.1.2024	05/01/2024	MAY PAYMENT-2024	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	10,000.00
Total GENEVA LAKE ENVIRONMENTAL:				10,000.00
GENEVA ON LINE				
1156903	04/01/2024	INTERNET	11-21-00-52210 PD TELEPHONE EXPENSE	39.00
Total GENEVA ON LINE:				39.00
GFC LEASING - WI				
100912361	04/16/2024	COPIER LEASE'	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	247.81
Total GFC LEASING - WI:				247.81

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GLOBAL HORIZONS LLC				
24-14.2	03/01/2024	FIELD TRAINING SOFTWARE	11-21-00-57365 DONATION PURCHASES-FIRST RESP	1,800.00
Total GLOBAL HORIZONS LLC:				1,800.00
HENRY SCHEIN INC				
81782377	04/10/2024	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	906.45
Total HENRY SCHEIN INC:				906.45
HWY C SERVICES INC				
397062	03/27/2024	HYDRAULIC/AIR FILTER-BOBCA	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	101.12
Total HWY C SERVICES INC:				101.12
INGRAM LIBRARY SERVICES				
81463569	04/15/2024	ADULT BOOKS - CREDIT	99-00-00-54100 LIBRARY ADULT MATERIALS	17.49-
Total INGRAM LIBRARY SERVICES:				17.49-
INTOXIMETERS INC				
756854	03/25/2024	INTOXIMETERS (2)	11-21-00-58100 EQUIPMENT OUTLAY	890.00
Total INTOXIMETERS INC:				890.00
ITU ABSORBTECH INC				
8301299	03/15/2024	RIVIERA BUILDING MATS	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	77.51
8317329	04/12/2024	RIVIERA BUILDING MATS	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	77.51
8325417	04/26/2024	FLOOR MATS SHOP	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	97.08
8325418	04/26/2024	FLOOR MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	136.73
Total ITU ABSORBTECH INC:				388.83
JAMES IMAGING SYSTEMS INC				
1431530	04/15/2024	COPIES, OVERAGE JAN-APRIL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	759.23
1435217	04/25/2024	BW/COLOR METERS	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	61.47
Total JAMES IMAGING SYSTEMS INC:				820.70
JERRY WILLKOMM INC				
308759	04/05/2024	755 GAS	11-32-10-53410 VEHICLE-FUEL & OIL	2,611.55
Total JERRY WILLKOMM INC:				2,611.55
KAESTNER AUTO ELECTRIC				
433103	05/01/2024	15' COIL/STR DIN BKT/DIN MOU	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	134.75
Total KAESTNER AUTO ELECTRIC:				134.75
KAPUR & ASSOCIATES INC				
124460	03/26/2024	ANNEXATION/MA56400002	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	65.00
124461	03/26/2024	SYMPHONY BAY PH 4	11-00-00-13910 A/R BILL OUTS	65.00
124470	03/26/2024	SYMPHONY BAY PH 6	11-00-00-13910 A/R BILL OUTS	3,726.40
124471	03/26/2024	STONE RIDGE PH 3	11-00-00-13910 A/R BILL OUTS	295.00
124474	03/26/2024	SUMMERHAVEN PH 3	11-00-00-13910 A/R BILL OUTS	230.00
124475	03/26/2024	8 HILLSIDE DR-OWENS RES	11-00-00-13910 A/R BILL OUTS	65.00
124476	03/26/2024	817 N KNOLL LN	11-00-00-13910 A/R BILL OUTS	65.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
124477	03/26/2024	1633 LSD CUP	11-00-00-13910 A/R BILL OUTS	260.00
124478	03/26/2024	1614 S LSD-PR	11-00-00-13910 A/R BILL OUTS	585.00
124923	04/23/2024	SYMPHONY BAY PH 5	11-00-00-13910 A/R BILL OUTS	236.00
124924	04/23/2024	VISTAS SHODEEN	11-00-00-13910 A/R BILL OUTS	3,542.24
124925	04/23/2024	SYMPHONY BAY PH 6	11-00-00-13910 A/R BILL OUTS	19,179.14
124926	04/23/2024	STONE RIDGE PH 3	11-00-00-13910 A/R BILL OUTS	872.00
124927	04/23/2024	SYMPHONY BAY PH 7	11-00-00-13910 A/R BILL OUTS	65.00
124928	04/23/2024	SUMMERHAVEN PH 3	11-00-00-13910 A/R BILL OUTS	1,540.26
124929	04/23/2024	KWIK TRIP WELLS ST	11-00-00-13910 A/R BILL OUTS	65.00
124930	04/23/2024	RIVIERA PARKING	11-30-00-52160 CITY ENGINEERING FEES	700.00
124931	04/23/2024	LAGOON SEAWALL (DAM REPAI	43-40-00-17015 LAKEFRONT CAPITAL PROJECTS	1,822.50
124932	04/23/2024	SIDEWALK PROGRAM	43-32-10-17020 DPW CAPITAL PROJECTS	736.00
124933	04/23/2024	CENTER ST INTERCHANGE N T	11-30-00-52160 CITY ENGINEERING FEES	592.50
124966	04/24/2024	SIDEWALK INVENTORY	11-30-00-52160 CITY ENGINEERING FEES	475.00
124968	04/24/2024	MEETINGS	11-30-00-52160 CITY ENGINEERING FEES	690.00
124969	04/24/2024	SOUTH STREET SIDEWALKS	11-30-00-52160 CITY ENGINEERING FEES	677.00
124970	04/24/2024	PROJECT SURVEYOR	48-00-00-53400 CEM OPERATING SUPPLIES	900.40
124971	04/24/2024	HILLMOOR TRAIL MAPPING/GIS	11-30-00-52160 CITY ENGINEERING FEES	2,162.50
124972	04/24/2024	LAGOON DREDGING	43-40-00-17015 LAKEFRONT CAPITAL PROJECTS	195.00
Total KAPUR & ASSOCIATES INC:				39,806.94
KEYSTONE HATCHERIES LLC				
48770	04/30/2024	HI VOLUME SUBMERSIBLE PU	11-52-00-53990 PARKS MISCELLANEOUS EXPENSES	824.99
Total KEYSTONE HATCHERIES LLC:				824.99
KRUEGER INTERNATIONAL INC				
14612716	04/09/2024	OFFICE FURNITURE-OFFICER	11-21-00-58100 EQUIPMENT OUTLAY	1,051.00
14613942	04/12/2024	OFFICE FURNITURE-OFFICER	11-21-00-58100 EQUIPMENT OUTLAY	1,052.00
Total KRUEGER INTERNATIONAL INC:				2,103.00
KUNES CHEVROLET BUICK GMC OF LG				
29071	03/30/2024	200 OIL CHANGE, ROTATE TIRE	11-21-00-53610 PD EQUIP MAINT SERV COSTS	193.60
Total KUNES CHEVROLET BUICK GMC OF LG:				193.60
LAKE GENEVA UTILITY				
1555 N STONE	03/29/2024	1555 N STONE RIDGE DR	45-00-00-24520 WATER IMPACT FEES	2,530.00
1555 N STONE	03/29/2024	1555 N STONE RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	4,103.00
306 N STONE	04/01/2024	306 N STONE RIDGE DR	45-00-00-24520 WATER IMPACT FEES	2,530.00
306 N STONE	04/01/2024	306 N STONE RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	4,103.00
521 N STONE	04/30/2024	521 N STONE RIDGE DR	45-00-00-24520 WATER IMPACT FEES	2,530.00
521 N STONE	04/30/2024	521 N STONE RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	4,103.00
555 N BOULD	03/29/2024	555 N BOULDER RIDGE DR	45-00-00-24520 WATER IMPACT FEES	2,530.00
555 N BOULD	03/29/2024	555 N BOULDER RIDGE DR	45-00-00-24530 SEWER IMPACT FEES	4,103.00
Total LAKE GENEVA UTILITY:				26,532.00
LANGE ENTERPRISES INC				
87244	04/11/2024	TRAFFIC CONTROL SIGNS	11-62-01-53400 HILLMOOR OPERATING SUPPLIES	805.24
Total LANGE ENTERPRISES INC:				805.24
LASER WORKS UNLIMITED LLC				
1933	04/22/2024	NAME PLATES- MAYOR, & ALDE	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	49.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LASER WORKS UNLIMITED LLC:				49.50
LAUTERBACH & AMEN LLP				
89851	04/18/2024	PROGRESS BILLING AUDIT	11-15-10-52130 INDEPENDENT AUDIT FEES	9,916.00
Total LAUTERBACH & AMEN LLP:				9,916.00
MACCARB INC				
INV181896	05/01/2024	RIVIERA TANK RENTAL FEE	40-55-10-53600 UPPER RIVIERA MAINTENANCE	455.94
Total MACCARB INC:				455.94
MARLIN PRINTING & GRAPHICS				
679299	04/22/2024	#10 WINDOW ENVELOPES	42-34-50-53100 OFFICE SUPPLIES	61.67
679299	04/22/2024	#10 WINDOW ENVELOPES	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	123.33
679299	04/22/2024	#10 WINDOW ENVELOPES	11-15-10-53100 ACCTG OFFICE SUPPLIES	123.33
679299	04/22/2024	#10 WINDOW ENVELOPES	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	61.67
Total MARLIN PRINTING & GRAPHICS:				370.00
MERCY HEALTH SYSTEM				
400010070 4/9/	04/09/2024	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	70.64
Total MERCY HEALTH SYSTEM:				70.64
MERCY WALWORTH PHARMACY				
01778916	03/04/2024	EMS SUPPLIES MEDS	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	18.50
01782795	03/12/2024	EMS SUPPLIES MEDS	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	217.72
Total MERCY WALWORTH PHARMACY:				236.22
MIDWEST DOOR COMPANY				
4553	04/11/2024	GARAGE DOOR REPAIRS-NEW	11-21-00-53420 PD SPECIAL EQUIPMENT	1,280.00
Total MIDWEST DOOR COMPANY:				1,280.00
MM SCHRANZ ROOFING INC				
17818	04/12/2024	ROOF REPAIR'	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	603.00
Total MM SCHRANZ ROOFING INC:				603.00
NYQUIST COMMUNICATIONS				
1308	04/12/2024	1ST QTR IT SVCS	11-21-00-52620 PD COMMUNICATION SYS MAINT FEE	350.00
1308	04/12/2024	1ST QTR IT SVCS	11-21-00-53050 DATA PROCESSING	6,182.80
1308	04/12/2024	1ST QTR IT SVCS	11-21-00-58100 EQUIPMENT OUTLAY	1,850.00
1308	04/12/2024	1ST QTR IT SVCS	50-21-00-58000 POLICE EQUIPMENT PURCHASES	1,550.00
1310	04/12/2024	1ST QTR IT SVCS24	11-22-00-54500 FIRE IT SERVICES	751.53
1311	04/12/2024	PANIC BUTTON/REPAIR JACK	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	368.09
Total NYQUIST COMMUNICATIONS:				11,052.42
ODP BUSINESS SOLUTIONS LLC				
363100480001	04/12/2024	KLEENEX & SCOTCH TAPE	11-16-10-53100 CITY HALL OFFICE SUPPLIES	40.98
363262233001	04/26/2024	LAMINATING POUCHES/ERASE	11-16-10-53100 CITY HALL OFFICE SUPPLIES	21.66
363262233001	04/26/2024	LAMINATING POUCHES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	6.17

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total ODP BUSINESS SOLUTIONS LLC:				68.81
OFFICE PRO INC				
689879-0	04/19/2024	PAPER TOWEL	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	45.00
Total OFFICE PRO INC:				45.00
OLSEN SAFETY EQUIPMENT CORP				
0415578-IN	04/25/2024	SAFETY VEST	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	11.90
Total OLSEN SAFETY EQUIPMENT CORP:				11.90
PATS SERVICES INC				
A-265209	04/12/2024	PORT A POTTY OAK HILL - MAR	48-00-00-52260 CEM WATER/SEWER EXP	270.00
Total PATS SERVICES INC:				270.00
POLICE LEGAL SCIENCES				
12509	03/26/2024	TELECOMM-DISPATCH PRO TR	11-21-00-54100 PD TRAINING EXPENSES	720.00
Total POLICE LEGAL SCIENCES:				720.00
POMP'S TIRE SERVICE INC				
60335253	04/19/2024	TIRE REPAIR	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	65.00
Total POMP'S TIRE SERVICE INC:				65.00
QUILL LLC				
36977569	01/31/2024	STAPLER/STAPLE REMOVER	11-21-00-53100 PD OFFICE SUPPLIES	123.72
36986392	02/01/2024	ORGANIZER	11-21-00-53100 PD OFFICE SUPPLIES	44.05
37894509	03/26/2024	COPY PAPER, STAPLER	11-21-00-53100 PD OFFICE SUPPLIES	167.81
37925964	03/28/2024	DRY ERASER CLEANER	11-21-00-53100 PD OFFICE SUPPLIES	46.72
Total QUILL LLC:				382.30
REINDERS				
125380	03/01/2024	BOLT & WASHER CREDIT	11-52-00-52500 EQUIPMENT REPAIR SERVICES	16.00-
6050557-00	04/22/2024	IDLER ASM KIT	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	282.23
Total REINDERS:				266.23
RELIANT FIRE APPARATUS INC				
WI002377	03/22/2024	AERIAL REPAIR	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	15,751.30
WI002401	04/09/2024	VALVE REPAIR ENG 2	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	731.65
Total RELIANT FIRE APPARATUS INC:				16,482.95
RHYME BUSINESS PRODUCTS				
36359103	04/15/2024	TASKALFA 508CI-APRIL2024	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	280.54
Total RHYME BUSINESS PRODUCTS:				280.54
ROTE OIL				
241010806	04/10/2024	87.4 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	287.54
241010808	04/10/2024	714.4 GAL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	2,571.84
241020811	04/11/2024	273.7 GAL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	985.31

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
241080611	04/17/2024	81.3 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	267.47
241080612	04/17/2024	221.1 GAL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	795.96
241170613	04/26/2024	411.8 GAL ON ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	1,433.07
94240301	03/12/2024	FUEL	11-21-00-53410 PD FUEL EXPENSE	19.31
94240301-1	03/08/2024	FUEL	11-21-00-53410 PD FUEL EXPENSE	8.88
Total ROTE OIL:				6,369.38
RUEKERT & MIELKE INC				
151181	04/10/2024	IMPACT FEE INQUIRY-POSSIBL	11-14-10-53990 MAYOR MISC EXPENSE	83.00
Total RUEKERT & MIELKE INC:				83.00
SCHMIDT CUSTOM FLOORS				
030550	03/31/2024	RIVIERA FLOOR-BUFF COAT	47-70-00-57150 PROMOTIONAL GRANT	3,316.60
Total SCHMIDT CUSTOM FLOORS:				3,316.60
SHERWIN WILLIAMS				
6358-02024	03/14/2024	BRUSH/ TREE EQUIPMENT	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	113.60
Total SHERWIN WILLIAMS:				113.60
SHRED-IT				
8006635713	03/25/2024	SHREDDING SVC-FEB	11-21-00-55310 COPY MACHINE & SHREDDING SVC	61.19
8006938874	04/25/2024	SHREDDING SVC-APRL	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	108.90
Total SHRED-IT:				170.09
SIGNATURE SIGNS LLC				
6092	04/10/2024	LETTERING-SLOW MOVING VE	50-21-00-58000 POLICE EQUIPMENT PURCHASES	215.00
Total SIGNATURE SIGNS LLC:				215.00
SIREN SERVICES LLC				
2558	01/16/2024	SCREEN ELECTRICAL	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	484.83
2779	03/18/2024	TRUCK 1 BRAKES	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	528.91
2803	03/24/2024	ENG 2820 PUMP REPAIR	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	220.38
2839	04/07/2024	AMB1 SEAL	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	668.67
2840	04/07/2024	ENGINE 2 PUMP	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	937.93
2867	04/15/2024	ENG 1 PUMP PACKINGS	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	1,847.69
2895	04/25/2024	AMB 1 OIL CHANGE	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	668.22
2896	04/25/2024	SQ 1 BRAKE REPAIR	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	761.79
Total SIREN SERVICES LLC:				6,118.42
SOMAR TEK LLC				
103250	04/09/2024	WARD	11-21-00-51380 PD UNIFORM ALLOWANCE	290.93
Total SOMAR TEK LLC:				290.93
STRYKER				
9205942119	04/08/2024	NEW AMBULANCE COT AND LO	50-22-00-58000 FIRE EQUIPMENT PURCHASES	24,804.37
Total STRYKER:				24,804.37

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TOP PACK DEFENSE LLC				
12901	03/25/2024	KELLER-VEST CARRIER	11-21-00-51380 PD UNIFORM ALLOWANCE	270.00
Total TOP PACK DEFENSE LLC:				270.00
TWILIGHT SOLUTIONS				
19498	04/22/2024	FOUNTAIN LIGHTS	11-52-00-52270 FOUNTAINS/STATUES-WATER/SEWER	462.62
Total TWILIGHT SOLUTIONS:				462.62
ULINE INC				
175382247	03/08/2024	OFFICE CHAIR	11-22-00-53100 OFFICE SUPPLIES	271.35
176783544	04/11/2024	SAFETY CABINET SHELF	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	103.46
176949050	04/16/2024	OUTDOOR BROCHURE HOLDE	11-62-01-53400 HILLMOOR OPERATING SUPPLIES	126.49
177409793	04/25/2024	HEAVY DUTY RETRACT CORD	48-00-00-53400 CEM OPERATING SUPPLIES	233.46
Total ULINE INC:				734.76
VANDEWALLE & ASSOCIATES INC				
202312034	12/20/2023	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	2,621.25
202312034	12/20/2023	CITY PLANNING	11-69-30-52180 ZONING CODES	1,121.25
202404029	04/18/2024	CITY PLANNING	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	2,632.50
202404029	04/18/2024	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	4,877.50
Total VANDEWALLE & ASSOCIATES INC:				11,252.50
VERMEER WISCONSIN INC				
20280228	04/15/2024	ROCKER SWITCH	11-32-13-54200 TREE & BRUSH-REPAIR	50.07
Total VERMEER WISCONSIN INC:				50.07
VETERAN VEHICLE REPAIR LLC				
4682	04/17/2024	TIRE REPAIR	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	29.38
Total VETERAN VEHICLE REPAIR LLC:				29.38
VON BRIESEN & ROPER SC				
431825	07/19/2023	PD PERSONNEL CONF-ATTY S	11-13-10-52140 OUTSIDE ATTORNEYS FEES	162.50
447720	01/18/2024	PERSONNEL MATTER-DEC SVC	11-13-10-52140 OUTSIDE ATTORNEYS FEES	65.00
453387	03/21/2024	FMLA TELECONERENCE-FEB S	11-13-10-52140 OUTSIDE ATTORNEYS FEES	103.50
Total VON BRIESEN & ROPER SC:				331.00
VP PLUS INC				
17997	03/26/2024	ENG 2822 DROP CHORD	11-22-00-52410 FIREHOUSE REPAIRS	120.00
Total VP PLUS INC:				120.00
WALWORTH COUNTY PUBLIC WORKS				
308	04/04/2024	BRINE FOR ROADS	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	573.08
Total WALWORTH COUNTY PUBLIC WORKS:				573.08
WALWORTH COUNTY SHERIFF				
131740	04/02/2024	PRISONER CONFINEMENT-MA	11-12-00-52900 CARE OF PRISONERS	110.00
131761	04/08/2024	RANGE-MARCH	11-21-00-54100 PD TRAINING EXPENSES	150.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total WALWORTH COUNTY SHERIFF:				260.00
WELDERS SUPPLY CO				
3067529	04/11/2024	PROPANE HAZMAT	11-32-10-53410 VEHICLE-FUEL & OIL	38.50
3071068	04/18/2024	USP MEDICAL OXYGEN	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	410.34
Total WELDERS SUPPLY CO:				448.84
WIL-KIL PEST CONTROL				
4859892	04/18/2024	PEST CONTROL	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	65.00
Total WIL-KIL PEST CONTROL:				65.00
WINDY CITY LINEN				
264404	04/13/2024	LINEN-WILMOT HS PROM	40-55-10-46740 UPPER RIVIERA REVENUE	242.84
Total WINDY CITY LINEN:				242.84
WITTE SUPPLY COMPANY				
147862	04/10/2024	TOPSOIL-OAK HILL CEM	48-00-00-53620 CEM GROUNDS/LANDSCAPING	236.00
147879	04/10/2024	8 YARDS PULVERIZED TOPSOIL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	368.00
147984	04/12/2024	1 YD TOPSOIL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	236.00
148730	04/23/2024	8 YARDS PULVERIZED TOPSOIL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	236.00
149043	04/25/2024	16 YD PULVERIZED TOPSOIL	48-00-00-53620 CEM GROUNDS/LANDSCAPING	472.00
Total WITTE SUPPLY COMPANY:				1,548.00
WSI TECHNOLOGIES				
IN50973	03/22/2024	COMM CENTER RECORDING S	50-21-00-58000 POLICE EQUIPMENT PURCHASES	21,001.00
Total WSI TECHNOLOGIES:				21,001.00
ZOLL MEDICAL CORPORATION				
3942045	03/26/2024	MEDICAL SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	30.00
Total ZOLL MEDICAL CORPORATION:				30.00
Grand Totals:				284,739.38

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
----------------	--------------	-------------	----------------------	-----------------------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"05082024","05082024A","05082024B","P05102024","P05102024A","P05102024B","F05102024","F05102024A","F05102024B","F05102024C"

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

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

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 15, 2024

Agenda Item #9

Applicant:
Geneva Square

Request:
Tax Key No. ZYUP 00137C1
PD - General Development Plan

Description:

Geneva Square has applied for a Planned Development General Development Plan (PD-GDP) to allow for the development of a multi-tenant commercial building on vacant property near the Hwy 120 Interchange. A PD-GDP is Step 3 of 4 for the Planned Development Process. Step 4 is a Precise Implementation Plan (PD-PIP) which establishes details of site development including architecture, landscaping, lighting, and engineering.

The property in question was part of an older Planned Development, approved in 1999, that allowed for the “Geneva Square” development which resulted in construction of the Piggly Wiggly and other commercial developments. According to the ordinance which governs Planned Development procedures, if all parts of a Planned Development General Development Plan are not constructed within five years of approval, no additional development under the Planned Development is allowed without further zoning action.

Because the GDP has expired for the subject property, the applicant has requested approval of a new GDP to allow for flexibility from the PB (Planned Business) base zoning district.

Consistency with the Comprehensive Plan:

GDP approval 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 this area as Planned Business. This category allows for indoor retail, drive-throughs, and dining uses as proposed in the GDP. Therefore, the proposed GDP is consistent with the Comprehensive Plan.

Relationship to Base Zoning Standards:

All Planned Developments must identify flexibility being requested from the base zoning standards in the most comparable regular zoning district. In this instance, the Planned Business (PB) zoning district provides that comparison zoning district. The project is requesting 5 flexibilities:

1. Allow planters instead of foundation plantings around building foundation.
2. Reduce paved surface setback on the east property line to 8 feet instead of 10 feet.
3. Utilize a parking regulation standard of 1 stall per 300 sf for the development (instead of 1 stall per 50 sf) and share parking with the Geneva Square development.
4. An access point closer to the intersection of 80 feet instead of 100 feet.

5. Reduced width of driveways on site to 12 feet for one-way traffic instead of a minimum of 18 feet.

Staff Review Comments:

The proposed project includes a one-story retail building of approximately 4,020 square feet. The building style is proposed to match the architectural features of the main center, with detailed architectural plans to be presented during the PIP stage. The parcel is approximately 44,100 square feet (slightly larger than one acre).

One of the tenants is a drive-through dining land use with a one-way drive through lane along the west side of the building. The drive-through tenant (Space A) is approximately 2,520 sf. The second tenant space allows for additional commercial indoor entertainment (restaurant) or indoor sales and service land uses (retail). Traffic circulation includes a one-way exit north from the site onto the frontage road. The two-way egress from Geneva Square aligns with the egress to the Piggly Wiggly center to the east. Parking areas are located east of the building with a second parking area to the south. Sufficient areas are available for all required landscaping. The site layout enables easy truck access to the trash enclosure located at the south end of the site. A pedestrian sidewalk connects the site to the rest of the commercial area. Overall, staff finds the GDP appropriate given the infill development opportunity, consistent with the commercial center.

GDP: Action by the Plan Commission:

As part of the consideration of a requested PD-GDP, the Plan Commission is required to:

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

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

A proposed GDP must be reviewed by the standards for all Zoning Map Amendments, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Items 1 and 3, and one or more factors of Item 2, of the following.
 1. The proposed GDP furthers the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have arisen that are not properly addressed on the current Official Zoning Map:
 - 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;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map. And;
 3. The proposed GDP amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Or:

- 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 Items 1, 2, or 3 of the following:
1. The proposed GDP does not further the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have not arisen that are not properly addressed on the current Official Zoning Map:
 - 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;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 3. The proposed GDP amendment does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

GDP: Staff Recommendation:

Staff recommends that the Plan Commission recommend *approval* of the amendment to the GDP as submitted, including the granting of the requested zoning flexibilities.

Staff recommends the affirmative set of findings provided above, noting that the proposal meets Factor 2c. Specifically, the proposal maintains the desired consistency of land uses, land use intensities, and land use impacts within the proximate commercial area. Staff recommends no additional conditions of approval.

GDP Suggested Motions:

- *Approve:* I recommend approval of the *proposed General Development (GDP) for Geneva Square to allow for additional Commercial Indoor Entertainment and In-Vehicle Sales and Service in the Planned Business (PB) zoning district at Tax Key No. ZYUP 00137C1*, including the affirmative set of findings, and any additional condition of approval recommended by staff.
- *Deny:* I recommend denial of *proposed the General Development (GDP) for Geneva Square to allow for additional Commercial Indoor Entertainment and In-Vehicle Sales and Service in the Planned Business (PB) zoning district at Tax Key No. ZYUP 00137C1* based on the following finding of fact, because *[provide rationale for denial, based on disagreement with at least one of Items 1, 2, or 3, above]*

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

APPLICATION FOR GENERAL DEVELOPMENT PLAN OR AMENDMENT

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

80 East Geneva Square - Lake Geneva, WI

ZYUP 00137C1 - see attached

Name and Address of Current Owner: Geneva Square - GS Outlot 3, LLC

2737 Central Street, Evanston, IL 60201

Telephone No. with area code & Email of Current Owner: 847-869-4200

Greg@Schermerhorn-RealEstate.com

Owner Signature: _____

Name and Address of Applicant:

Gregory Hughes - Managing Agent

2737 Central Street, Evanston, IL 60201

Telephone No. with area code & Email of Applicant: _____

-Same as above -

Proposed Use: Commercial Retail Building

Approximately 4,000 sq.ft.

two - three spaces

Zoning District in which land is located: PD

Names and Addresses of architect, professional engineer and contractor of project:

Architect - Hundt Architecture - Milwaukee, WI

Engineer - Ellena Engineering Consultants, LLC - Wales, WI

General Contractor - KJN Builders - Delafield, WI

Short statement describing activities to take place on site:

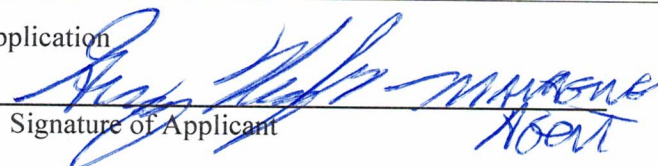
Build a small outlot retail / commercial building to be a part of the

Geneva Square Center. Design & Build a high quality attractive architecture
to compliment the existing buildings at Geneva Square.

GDP fee \$400.00, payable upon filing application

2/2/24

Date


Signature of Applicant

_____ Cost Recovery # _____

Petitioner Name

Project Address

OFFICE USE ONLY

Description of Request _____

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. 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 including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. 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.** Surplus deposits shall be returned to the Applicant at the conclusion of the project.

Gregory Hughes, as applicant/petitioner for

Project: _____
Geneva Square

Project Address: _____
80 East Geneva Square

Parcel No. _____
ZYUP 00137C1

Name: _____
Gregory Hughes - Managing Agent

Address: _____
2737 Central Street

Evanston, IL 60201

Cell Phone: (847) - 626 - 4325

Phone: (847) - 869 - 4200

Email: _____
Greg@Schermerhorn-RealEstate.com

Dated this 2nd Day of February, 2024

Printed Name of Applicant / Petitioner

Gregory Hughes

Signature of Applicant/Petitioner

 ABOUT 2/2/24

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.

APPLICATION SUBMITTAL REQUIREMENTS
PD STEP 3: GENERAL DEVELOPMENT PLAN (GDP)

Prior to submitting the 8 complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

↓

Draft Final Packet (8 Copies and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

↓

_____ A. Provide Zoning Administrator with a draft GDP Submittal Packet for determination of completeness prior to placing the proposed PD on the Plan Commission agenda for GDP review. The submittal packet shall contain all of the following items:

_____ (1) **A location map of the subject property** and its vicinity at 11" x 17", as depicted on a copy of the City of Lake Geneva Land Use Plan Map;

_____ (2) **A map of the subject property** for which the PD is proposed:

_____ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;

_____ Map and all its parts clearly reproducible with a photocopier;

_____ Map size of 11" x 17" and map scale not less than one inch equals 800 feet;

_____ All lot dimensions of the subject property provided;

_____ Graphic scale and north arrow provided.

_____ (3) **A general written description** of proposed PD including:

_____ General project themes and images;

_____ The general mix of dwelling unit types and/or land uses;

_____ Approximate residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;

_____ The general treatment of natural features;

_____ The general relationship to nearby properties and public streets;

_____ The general relationship of the project to the Master Plan,

_____ A statement of Rationale as to why PD zoning is proposed. This shall identify barriers that the Applicant perceives in the form of requirements of standard zoning districts and opportunities for community betterment the Applicant suggests are available through the proposed PD zoning.

_____ A complete list of zoning standards which will not be met by the proposed PD and the location(s) in which they apply and a complete list of zoning standards which will be more than met by the proposed PD and the location(s) in which they apply shall be identified. Essentially, the purpose of this listing shall be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit,

and in regard to the mitigation of potential adverse impacts created by design flexibility.

_____ A written description of potentially requested exemption from the requirements of the underlying zoning district, in the following order:

1. Land Use Exemptions;
2. Density and Intensity Exemptions;
3. Bulk Exemptions;
4. Landscaping Exceptions;
5. Parking and Loading Requirements Exceptions.

_____ (4) **A General Development Plan Drawing** at a minimum scale of 1"=100' (11" x 17" reduction shall also be provided by Applicant) of the proposed project showing at least the following information in sufficient detail to make an evaluation against criteria for approval:

_____ A conceptual plan drawing (at 11" x 17") of the general land use layout and the general location of major public streets and/or private drives. The Applicant may submit copies of a larger version of the plan in addition to the 11" x 17" reduction;

_____ Location of recreational and open space areas and facilities and specifically describing those that are to be reserved or dedicated for public acquisition and use;

_____ Statistical data on minimum lot sizes in the development, the approximate areas of large development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or City Council; and

_____ Notations relating the written information provided in (3), above to specific areas on the GDP Drawing.

_____ (5) **General conceptual landscaping plan** for subject property, noting approximate locations of foundation, street, yard and paving, landscaping, and the compliance of development with all landscaping requirements of this Ordinance (except as noted in the listing of exceptions) and the use of extra landscaping and bufferyards;

_____ (6) **A general signage plan** for the project, including all:

_____ Project identification signs;

_____ Concepts for public fixtures and signs (street light fixtures and/or poles or street sign faces and/or poles) which are proposed to vary from City standards or common practices;

_____ (7) **Written justification** for the proposed Planned Development. *(See Section 98-905 for requirements of the conditional use procedure.)*

FINAL APPLICATION PACKET INFORMATION
PD STEP 3: GENERAL DEVELOPMENT PLAN (GDP)

The process for review and approval of the PD shall be identical to that for conditional use permits per Section 98-905 of the Zoning Ordinance and (if land is to be divided) to that for preliminary and final plats of subdivision per the Municipal Code. All portions of an approved PD/GDP not fully developed within five years of final City Council approval shall expire, and no additional PD-based development shall be permitted. The City Council may extend this five years period by up to five additional years via a majority vote following a public hearing.

- ____ **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:** _____

Development Review Committee (DRC) Application

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

Applicant Information

Property Address 80 East Geneva Square
Applicant name Gregory Hughes
Applicant email Greg@Schermerhorn-RealEstate.com Phone Number 847-869-4200
Architect/Contractor/Designer Name Hundt Architecture
Architect/Contractor/Designer Email Ryan@HundtArchitecture.com Phone Number 414-554-3853
Type of Construction: New ☒ Addition ☐ Remodel ☐
Type of Development: Single-family ☐ Multi-family ☐ Commercial ☒ Industrial ☐
Type of Business Commercial - Retail

Engineering

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

- Storm water management provisions provided? YES / NO
 - As-built/certification notification
- Erosion control plan provided? YES / NO
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / NO
- Utility Plans Provided
 - Watermain
 - Sanitary Sewer
 - Storm Water
- Is a Land Division required? YES / NO
- Access points and dimensions shown? YES / NO
 - WISDOT Right-of-way?
 - County Right-of-way?

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

Water/Sewer Utilities

If an existing structure please circle the following:

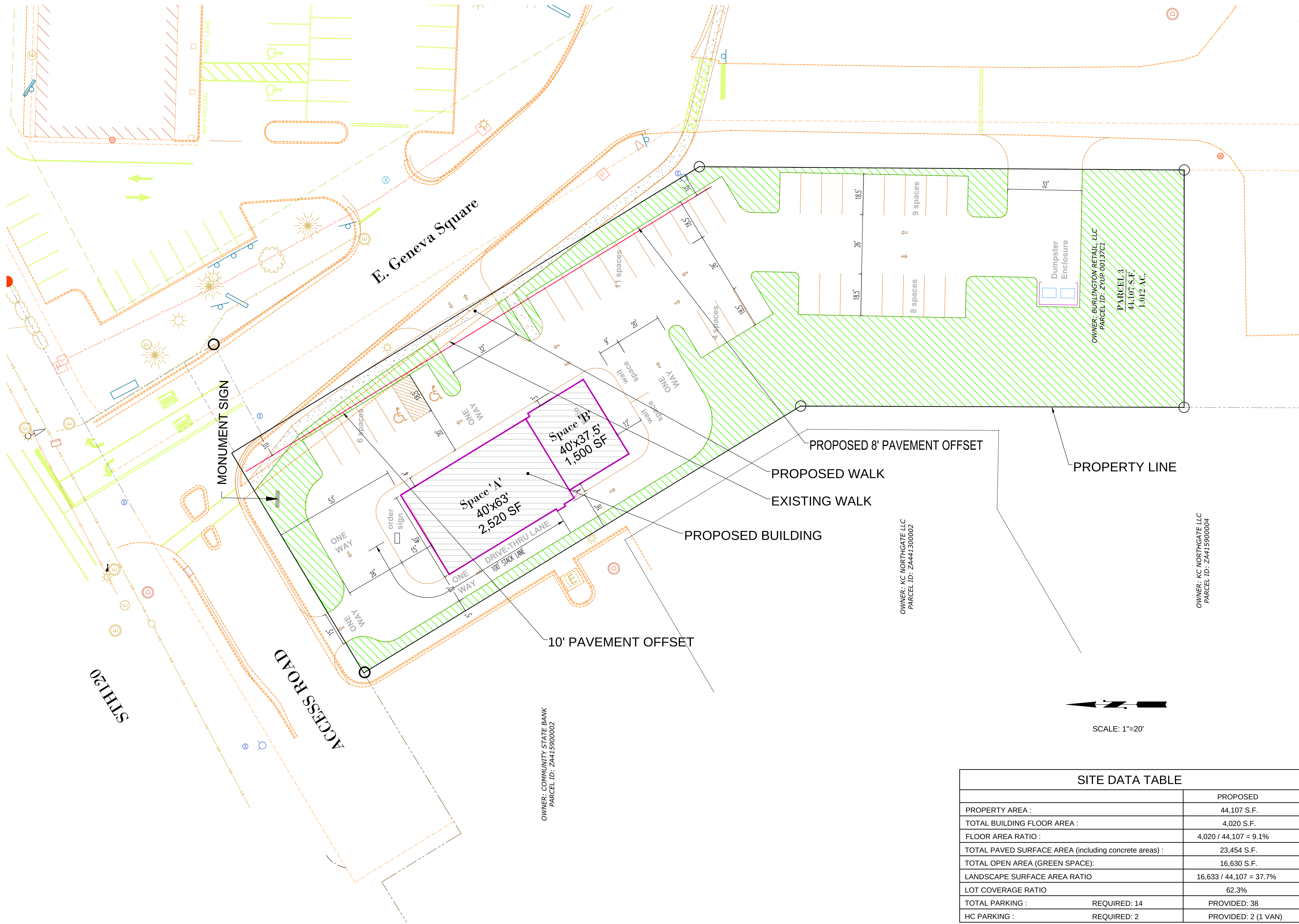
- Will existing sewer & water connections be used? YES / NO
- Will your project require the installation of a grease interceptor? YES / NO

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

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

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

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



SITE DATA TABLE		
		PROPOSED
PROPERTY AREA :		44,107 S.F.
TOTAL BUILDING FLOOR AREA :		4,020 S.F.
FLOOR AREA RATIO :		4,020 / 44,107 = 9.1%
TOTAL PAVED SURFACE AREA (including concrete areas) :		23,454 S.F.
TOTAL OPEN AREA (GREEN SPACE):		16,630 S.F.
LANDSCAPE SURFACE AREA RATIO		16,633 / 44,107 = 37.7%
LOT COVERAGE RATIO		62.3%
TOTAL PARKING :	REQUIRED: 14	PROVIDED: 38
HC PARKING :	REQUIRED: 2	PROVIDED: 2 (1 VAN)

EEC

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

GENEVA SQUARE – PARCEL 3 OUTLOT
LAKE GENEVA, WI

SITE PLAN

WISCONSIN

MARK R. ELLENA
E-24090
WALES, WI

PROFESSIONAL ENGINEER

DATE: 02-22-24
BY: MARK R. ELLENA, PE
SCALE: 1"=20'

SHEET NUMBER

C100

DATE	DESCRIPTION

Page 166 of 168

LETTER OF TRANSMITTAL

To:	Sonja Kruesel, AICP	CC:	Fred Walling
From:	Gregory Hughes & Mark R. Ellena	Date:	February 23, 2024
Re:	PB Requested Flexibilities @ 80 Geneva Sqaure		
Attached:	Site Plan		

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☒ As Requested

Sonja,

Please include the following in your review for placing the proposed PD on the next available Plan Commission agenda.

- (1) General Project Description:
- (2) List of Requested Flexibilities:
 - a) 98-206 (4)(c)3: Parking Regulations: one space per three persons. REQUEST: Parking regulations shall be determined by Retail use as 1 stall/300sf.
 - b) 98-604 (1)-(4) Landscaping Requirements for Building Foundations: minimum amount of landscaping placed near the building foundation. REQUEST: Landscaping requirements be reduced to placement of large planters at 25' on center at the perimeter of the proposed building.
 - c) 98-702 (6) Access Near Street Intersections: At its intersection with the street right-of-way line on an arterial or nonresidential collector street, no access point shall be located closer than 100 feet from the intersection of any two street rights-of-way unless such street is the only available frontage on the subject property. In all cases, access points shall be located as far from an intersection as the lot size permits. REQUEST: The north access point to the subject parcel be approximately 80', due to the only available frontage.
 - d) 98-702 (10) Width of Driveways: All access drives shall have a minimum width of 10 feet for one- and two-family dwellings, and 18 feet for all other land uses. All curb openings for access drives shall have a maximum width of 25 feet for all residential uses, and 35 feet for all nonresidential uses, as measured at the right-of-way line. Access drives may be flared between the right-of-way line and the roadway up to a maximum of five additional feet. REQUEST: 12' wide for one-way entry and 32' wide for two way easterly access.
 - e) 98-105(3)(d)4.b.I Planned Business (PB) District I: Minimum Paved Surface Setback: 5 feet from side or rear; 10 feet from street: REQUEST: 8' minimum paved surface setback due to east property line excessive distance from existing roadway.
 - f) STORMWATER MANAGEMENT: The site will disturb less than 1 acre and be tributary to the regional storm water basin in Geneva Square. Local erosion control review & permitting to follow.

I believe this contains our complete list of the requests for site flexibility as a justification for PD zoning.

Thank you, Mark



ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Phone: (262) 719-6183
Email: mellena@eeceng.com

GENEVA SQUARE
80-168 East Geneva Square
Lake Geneva, WI 53147

February 29, 2024

City of Lake Geneva
Community Development Committee

Re: 80 East Geneva Square Outlot
General Project Description

Dear Committee Members:

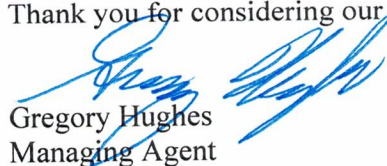
80 East Geneva Square is part of the original development of the Geneva Square Shopping Center. As one of the original four outlots, this site is at the north entrance to the shopping center off Highway 120. As you pull in from Hwy 120, the area to be developed is on the west side before you reach the Piggly Wiggly.

As had been the plan all along, we are looking to develop the site with a one-story retail building. The site is approximately 44,100 sq. ft and the building would be approximately 4,020 sq. ft. The building would be built with a similar updated style and use similar architectural features of the main center, so as to become a cohesive part of Geneva Square. The space will be divided into two or three possible units, although we already are working with a prospective tenant who wants to take 2,520 sq. ft. The remaining 1,500 sq. ft. would not have any drive-thru component. There would also be limited outside seating.

Between the site and the main center, we would like to ask for some flexibilities with items like parking, parking & sidewalk setbacks, and building landscaping. But there will be ample parking, and we intend to incorporate many landscaping features that have been used in the main center. We want to maximize the green space and limit paved surfaces by including landscaped dividers for sections of the parking areas and large planters around the building itself.

Geneva Square has always been a focal point for the community, and we intend to maintain that appearance and style for the residents and patrons from Lake Geneva and surrounding communities.

Thank you for considering our request.


Gregory Hughes
Managing Agent