



## FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, MARCH 14, 2016 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

### **AMENDED AGENDA**

Amended Item 8 by removing *(FLR Agenda Only)* and added wording to item 6

1. Call to Order by Alderman Kupsik
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
4. Approve the Finance, License and Regulation Committee Meeting minutes of February 22, 2016, as prepared and distributed.
5. **LICENSES & PERMITS**
  - a. Park Reservation Permit application filed by the Alzheimer's Association of Southeast Wisconsin for the "10<sup>th</sup> Annual Walk to End Alzheimer's" event at Library Park, from 7 am to 1 pm on September 17, 2016 *(recommended by Board of Park Commissioners 2/3/16)*
  - b. Street Use Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm contingent on signed reimbursement agreement for fees not paid in advance
  - c. Parade and Public Assembly Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm
  - d. Temporary "Class B" Retailer License application filed by Geneva Lake Arts Foundation for the sale of wine during the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm
  - e. Temporary Operator License applications filed by Carol Smith and Kimberly Heyward on behalf of Geneva Lake Art Foundation for the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm
  - f. Original 2015-2016 Operator's (Bartender) License application filed by Roy Johnson
  - g. Renewal 2015-2016 Operator's (Bartender) License application filed by Kayla Skomski
6. Discussion/Recommendation on a fine for sticker violations *(FLR Agenda Only)*
7. Discussion/Recommendation on **Ordinance 16-1** amending Chapter 74, Section 74-210, Parking Regulations, Section 74-226, Loading and Unloading Zones, and Section 74-234, Limited Time Parking Zones
8. Discussion/Recommendation on a fine for over the line violation
9. Discussion/Recommendation on business parking sticker fee change
10. Discussion/Recommendation on **Resolution 16-R06**, a 2015 budget amendment authorizing the carry-forward of the unspent 2015 Police and Fire Capital Project balances totaling \$124,601.00

11. Discussion/Recommendation on **Resolution 16-R07**, authorizing the 2015 transfer of monies from the Designated Fund Balance-EMS Act 102 Program account to the Undesignated Fund Balance account in the amount of \$3,057.95
12. Discussion/Recommendation on **Resolution 16-R08**, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire CPR Revenue account in the amount of \$411.48
13. Discussion/Recommendation on **Resolution 16-R09**, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire Donations account in the amount of \$47.90
14. Discussion/Recommendation on **Resolution 16-R10**, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Donations account from the Undesignated Fund Balance account in the amount of \$200.00
15. Discussion/Recommendation on **Resolution 16-R11**, authorizing the 2015 transfer of monies to the Designated Fund Balance – PD State Seizures account from the Undesignated Fund Balance account in the amount of \$3,253.00
16. Discussion/Recommendation on **Resolution 16-R12**, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Uniform Allowance account from the Undesignated Fund Balance account in the amount of \$2,823.16
17. Discussion/Recommendation on **Resolution 16-R14**, a resolution encouraging and supporting the undertaking of a study by Walworth County on alternative long-term service delivery options relative to Fire and/or Emergency Medical (EMS) Services (*approved by Police and Fire Commission on February 4, 2016*)
18. Discussion/Recommendation on adoption of the revised Geneva Lake Use Committee By-Laws (*version adopted by Village of Williams Bay*)
19. Discussion/Recommendation on award of contract to Dan Larsen Landscaping of Cedarburg, WI for the 2016 Spring Tree Planting in the amount of \$92,005.00 funded by TIF 4 and the Riviera Front Lawn Restoration Budget
20. Discussion/Recommendation on award of contract to Wil-Surge Electric for the Main Street Lighting project in the amount of \$43,560.00 funded from TIF 4
21. Discussion/Recommendation on relocation of Time Warner Cable facilities quote for underground project on Main Street funded by TIF 4
22. Discussion/Recommendation on the purchase of an ambulance and ambulance equipment in the amount of \$94,231.74 from Capital Projects Fund (*approved by the Police and Fire Commission on March 10, 2016*)
23. Discussion/Recommendation on Advance of TIF 4 funds to the City of Lake Geneva in the amount of \$1,479,943.45 to be transferred to the equipment fund
24. Discussion/Recommendation on Advance of TIF 4 funds to Gateway Technical College contingent upon agreement
25. **Presentation of Accounts**
  - a. Purchase Orders in the amount of \$34,430.00
  - b. Prepaid Bills in the amount of \$18,293.36
  - c. Regular Bills in the amount of \$493,012.52
  - d. Approval of Treasurer's Reports for November and December 2015

## 26. 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.*

**FINANCE, LICENSE & REGULATION COMMITTEE**  
**MONDAY, FEBRUARY 22, 2016 – 6:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

Chairperson Kupsik called the meeting to order at 6:00 p.m.

**Roll Call.** Present: Aldermen Howell, Gelting, Kupsik, Kordus and Wall. Also Present: City Administrator Oborn, Comptroller Pollitt and City Clerk Waswo.

**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.**

Maureen Marks, 834 Dodge Street, lives in the first district and spoke in favor of the Hillmoor feasibility study.

Mary Jo Fesenmaier, 955 George Street, applauded the alderman who put the Hillmoor feasibility study on the agenda. She was happy Vandewalle was included as they know the public and private aspects of the community. She encouraged the council to vote yes on the item.

**Approval of Minutes.** Wall/Gelting motion to approve the Finance, License and Regulation Committee Meeting minutes of February 8, 2016, as prepared and distributed. Unanimously carried.

**LICENSES & PERMITS**

**Gelting/Wall motion to recommend approval of the Temporary “Class B”/Class “B” Wine and Fermented Malt Beverage License application filed by Melissa Bochniak on behalf of Badger High School for the sale of fermented malt beverages and wine at the Geneva Lake Museum, 255 Mill Street, Lake Geneva for a Casino Night Fundraiser event on March 19, 2016, 5:00pm to 10:00pm.** Unanimously carried.

**Gelting/Kordus motion to recommend approval of the Temporary Operator License application filed by Kevin Polheber on behalf of Badger High School for a Casino Night Fundraiser event on March 19, 2016.** Unanimously carried.

**Wall/Gelting motion to recommend approval of the Original 2015-2016 Operator’s (Bartender) License applications filed by Damon Highland and Amber Wampole.** Unanimously carried.

**Kordus/Wall motion to recommend approval of the purchase of 1999 pick-up truck from Utility Commission for \$1,000 funded from the Cemetery fund budget and declare present vehicle surplus for disposal (*Public Works recommended on Feb. 11, 2016*).** Alderman Kordus said the existing vehicle has only scrap value and is not street legal. The truck being purchased is from the Utility Department. They were going to surplus the vehicle but are giving it to the City for the low end of the Kelly Blue Book value. Alderman Gelting and Wall feel this is a really good solution. Alderman Kupsik noted the truck is in pretty good shape and will serve the Cemetery well. Unanimously carried.

**Discussion/Recommendation on the following parking ordinance changes:**

- **Eliminate limited time zone for angled parking stalls on east side of Cook Street, north of curblineline of Wisconsin Street**
- **Change existing (5) marked parking stalls on west side of Cook Street from south curblineline of Wisconsin Street to Maximum 1 hour parking 8:00am to 4:00pm on school days only**
- **Change existing (5) marked parked stalls on east side of Madison Street from south curblineline of Wisconsin Street to Maximum 1 hour parking 8:00am to 4:00pm on school days only**
- **Eliminate no parking zone from 8:00am to 5:00pm on school days for marked stalls on west side of Madison Street, north of curblineline of Wisconsin Street**
- **Create no parking zone from 8:00am to 4:00pm on school days only on south side of Dodge Street from curblineline of Madison Street to Cook Street**

- **Curb cut at schools expense on East side of Madison Street from north curblin of Wisconsin Street to alley**
- **Eliminate two parking stalls on Main Street between Center and Mill Street for street reconfiguration**

*(recommended by the Parking Commission on Dec. 17, 2015 and Public Works on Feb. 11, 2016)*

Kordus/Gelting motion to recommend approval with the addition of the curb cut at schools expense on East side of Madison Street from north curblin of Wisconsin Street to alley to be supervised and approved by city staff. City Administrator Oborn stated in preliminary negotiations with the school, the intent was to have the City complete the work. It would be a City project with some commitment from them for the funds. Alderman Kordus disagreed stating public works approved giving the school permission to go ahead and contract for it and do it on their own and it would be supervised by City staff. Alderman Gelting thought the intent was to approve them to do it and the City would adjust the ordinance to allow for it to be done. The minutes from Public Works state Alderman Gelting recommended for approval of the proposed cutout as funded by the school district if they felt they wanted to do it.

Mayor Connors said the school district is willing to pay for the expense but asked that the City contract it. The City is going to see about adding it onto the street improvement program to get the unit prices and work done for the curb and gutter. The school district would then reimburse the City for that.

Kordus motion to remove amendment. Alderman Gelting agreed.

Kordus/Gelting motion to approve. Unanimously carried.

**Discussion/Recommendation on motion to conduct \$15,000 Hillmoor property feasibility study by Vanderwalle and Associates with funding from TIF#4 contingency (requested by Alderman Chappell and Alderman Howell)**

Kordus/Wall motion to send to council without recommendation. Motion carried 4 to 1 with Alderman Howell voting “no.”

**Gelting/Kordus motion to recommend approval of Nielsen Madsen & Barber SC for design review services agreement for Symphony Bay development funded by developer (Plan Commission recommended on Feb. 15, 2016).**

Plan Commission had concerns as our own City Engineer did the design services and wanted a second opinion. This company has been recruited and has already started doing the services. The costs will be passed onto the developer; the City does not bear any of these costs. Mr. Oborn feels there was value in having the second opinion as they have made some good suggestions. The services are for the storm water and street. City ordinance states the City Engineer will do the sewer which does not get reviewed. It was pointed out the City Engineer we currently have was not the City Engineer when the original plan was submitted, which is why it’s being reviewed. Unanimously carried.

**Discussion/Recommendation on TIF#4 advance to Lake Geneva Joint 1 School District for \$1,861,043.91 and Lake Geneva-Genoa City Union School District for \$1,297,717.22 subject to an acceptable agreement between the parties for the same.**

Kordus/Gelting motion to send to council without recommendation. Unanimously carried.

**Presentation of Accounts – Alderman Kupsik**

**Purchase Orders.** None.

**Gelting/Wall motion to recommend approval of Prepaid Bills in the amount of \$62,615.80.** Unanimously carried.

**Gelting/Kordus motion to recommend approval of Regular Bills in the amount of \$112,184.21.** Unanimously carried.

**Wall/Kordus motion to recommend approval of Treasurer’s Report for October 2015.** Alderman Gelting presumed that any money they have invested in the Government Investment Pool is immediately liquid, which Comptroller Pollitt confirmed. Unanimously carried.

**Adjournment**

Kordus/Gelting motion to adjourn at 6:21 p.m. Unanimously carried.

/s/ Sabrina Waswo, City Clerk

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE FINANCE, LICENSE & REGULATION COMMITTEE**

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



## Memorandum

TO: Mayor Connors and Common Council  
Finance, License and Regulation Committee (FLR)

CC: Blaine Oborn, City Administrator

FROM: Sylvia Mullally, Parking Manager

DATE: March 9, 2016

RE: Sticker Violation Fine

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### Background:

In an effort to reduce incidents of misuse or misapplied parking stickers it is recommended that a "sticker violation" fine be added and enforced for the following causes:

- Parking in a unpaid metered stall with an "expired" parking sticker
- Parking with a parking sticker not registered to the designated vehicle
- Parking with an altered parking sticker
- Parking with a parking sticker not properly displayed
  - Displayed on wrong side of windshield
  - Taped to windshield
  - Or otherwise not displayed properly as noted on disclaimer

### Recommendation:

Staff recommends the Finance, License and Regulation Committee (FLR) consider adding a "sticker violation" fine in the amount of \$20.00 to City fees.



**REGULAR CITY COUNCIL MEETING**  
**MONDAY, MARCH 14, 2016 – 7:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

**AGENDA**

1. Mayor Connors calls the meeting to order
2. Pledge of Allegiance – Alderman Howell
3. Roll Call
4. Awards, Presentations, and Proclamations
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 to be limited to 5 minutes.
7. Acknowledgement of Correspondence
8. Approve Regular City Council Meeting minutes of February 22, 2016, 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. Park Reservation Permit application filed by the Alzheimer’s Association of Southeast Wisconsin for the “10<sup>th</sup> Annual Walk to End Alzheimer’s” event at Library Park, from 7 am to 1 pm on September 17, 2016 (*recommended by Board of Park Commissioners 2/3/16*)
  - b. Street Use Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm contingent on signed reimbursement agreement for fees not paid in advance
  - c. Parade and Public Assembly Permit application filed by Rick Ramos on behalf of RAM Racing for the Big Foot Triathlon at Big Foot State Park on June 25, 2016 and June 26, 2016 from 7 am to 12 pm
  - d. Temporary “Class B” Retailer License application filed by Geneva Lake Arts Foundation for the sale of wine during the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm
  - e. Temporary Operator License applications filed by Carol Smith and Kimberly Heyward on behalf of Geneva Lake Art Foundation for the Grand Opening for Gallery 223, Geneva Lake Art Foundation at 223 Broad Street, Lake Geneva, on March 31, 2016 from 5 pm to 7 pm and April 1, 2016 from 6 pm to 8 pm
  - f. Original 2015-2016 Operator’s (Bartender) License application filed by Roy Johnson
  - g. Renewal 2015-2016 Operator’s (Bartender) License application filed by Kayla Skomski

10. Item removed from the Consent Agenda

**11. Finance, License and Regulation Committee Recommendations – Alderman Kupsik**

- a. First Reading of **Ordinance 16-1** amending Chapter 74, Section 74-210, Parking Regulations, Section 74-226, Loading and Unloading Zones, and Section 74-234, Limited Time Parking Zones
- b. Discussion/Action on a fine for over the line violation
- c. Discussion/Action on business parking sticker fee change

**d. RESOLUTIONS**

- 1. **Resolution 16-R06**, a 2015 budget amendment authorizing the carry-forward of the unspent 2015 Police and Fire Capital Project balances totaling \$124,601.00
  - 2. **Resolution 16-R07**, authorizing the 2015 transfer of monies from the Designated Fund Balance-EMS Act 102 Program account to the Undesignated Fund Balance account in the amount of \$3,057.95
  - 3. **Resolution 16-R08**, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire CPR Revenue account in the amount of \$411.48
  - 4. **Resolution 16-R09**, authorizing the 2015 transfer of monies from the Undesignated Fund Balance account to the Designated Fund Balance-Fire Donations account in the amount of \$47.90
  - 5. **Resolution 16-R10**, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Donations account from the Undesignated Fund Balance account in the amount of \$200.00
  - 6. **Resolution 16-R11**, authorizing the 2015 transfer of monies to the Designated Fund Balance –PD State Seizures account from the Undesignated Fund Balance account in the amount of \$3,253.00
  - 7. **Resolution 16-R12**, authorizing the 2015 transfer of monies to the Designated Fund Balance-PD Uniform Allowance account from the Undesignated Fund Balance account in the amount of \$2,823.16
  - 8. **Resolution 16-R14**, a resolution encouraging and supporting the undertaking of a study by Walworth County on alternative long-term service delivery options relative to Fire and/or Emergency Medical (EMS) Services (*approved by Police and Fire Commission on February 4, 2016*)
- e. Discussion/Action on adoption of the revised Geneva Lake Use Committee By-Laws (*version adopted by Village of Williams Bay*)
  - f. Discussion/Action on award of contract to Dan Larsen Landscaping of Cedarburg, WI for the 2016 Spring Tree Planting in the amount of \$92,005.00 funded by TIF 4 and the Riviera Front Lawn Restoration Budget
  - g. Discussion/Action on award of contract to Wil-Surge Electric for the Main Street Lighting project in the amount of \$43,560.00 funded from TIF 4
  - h. Discussion/Action on relocation of Time Warner Cable facilities quote for underground project on Main Street funded by TIF 4
  - i. Discussion/Action on the purchase of an ambulance and ambulance equipment in the amount of \$94,231.74 from Capital Projects Fund (*approved by the Police and Fire Commission on March 10, 2016*)

- j. Discussion/Action on Advance of TIF 4 funds to the City of Lake Geneva in the amount of \$1,479,943.45 to be transferred to the equipment fund
- k. Discussion/Action on Advance of TIF 4 funds to Gateway Technical College contingent upon agreement
- 12. Discussion/Action on Park Reservation Permit application filed by Geneva Lake Arts Foundation for the annual “Art in the Park” event at Flat Iron Park including rental of the Brunk Pavilion, from 10 am to 5 pm on Saturday, August 13 and 10 am to 4 pm on Sunday, August 14, 2016 *(recommended by Board of Park Commissioners on Feb. 3, 2016 with same fees as last year) (brought back for reconsideration from February 8, 2016 Council Meeting)*
- 13. Discussion/Action on Developers Agreement for advance of TIF 4 funds to Shad Branen for the Lake Geneva Theatre
- 14. Discussion/Action on a Planned Development (PD) for a new residential Final Plat and onsite club house/amenity center for Symphony Bay, together with a Developers Agreement and Declaration of Covenants and Restrictions filed by Taylor Morrison of Illinois, Inc., 1834 Walden Office Square, Suite 300, Schaumburg, Illinois 60173 for property located South of Townline Road, North of Bloomfield Road and East of Edwards Blvd. Lake Geneva, WI 53147, formally known as Southland Farms Subdivision, Tax Key No’s to be assigned
- 15. **Presentation of Accounts**
  - a. Purchase Orders in the amount of \$34,430.00
  - b. Prepaid Bills in the amount of \$18,293.36
  - c. Regular Bills in the amount of \$493,012.52
  - d. Approval of Treasurer’s Reports for November and December 2015

16. **Mayoral Appointments.** None.

17. **Closed Session**

Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(e) for purposes of conducting other specified public business, whenever competitive bargaining reasons require a closed session concerning Fire Union Negotiations (City Administrator Oborn)

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

19. **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.*

3/11/2016 7:49pm

cc: Aldermen, Mayor, Administrator, Attorney, Department Heads, Media

**REGULAR CITY COUNCIL MEETING  
MONDAY, FEBRUARY 22, 2016 – 7:00 PM  
COUNCIL CHAMBERS, CITY HALL**

Mayor Connors called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was led by Alderman Kupsik.

**Roll Call.** Present: Mayor Connors, Aldermen Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell. Also Present: City Attorney Draper, City Administrator Oborn, Director of Public Works Winkler and City Clerk Waswo.

**Awards, Presentations, and Proclamations.**

City Clerk Waswo stated metered parking will begin March 1<sup>st</sup> and stickers are available at City Hall.

**Re-consider business from previous meeting.**

Kordus/Kupsik motion to reconsider the Art in the Park application and set on next council agenda.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting “yes.” Unanimously carried.

**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 to be limited to 5 minutes.**

Terry O’Neill, 954 George St., thanked Aldermen Chappell and Howell for putting the Hillmoor feasibility study on the agenda. He asked all Aldermen to hear the details of the study before making a decision on the future of Hillmoor.

Maureen Marks, 834 Dodge St., thanked the Aldermen who put the feasibility study on the agenda. She is a strong supporter of the study. She stated the landscaping in front of the Riviera is not overgrown; it’s mature and needs to be maintained. She had crab trees in her yard and feels they are terrible as they drew bees and dropped apples that stained the sidewalk. She feels the trees should not be flowering trees. She said the drawing looks very contemporary and does not fit in with the Riviera.

Mary Jo Fesenmaier, 955 George St., thanked the two Aldermen who put the agenda item on. She hopes the Council gives the City Administrator time to explain where the numbers come from and how this will help the City. When this was voted down at Planning Commission the members were begging the Council to look at options for this property. She feels the City Administrator is in the best position to put a list of options together for public, private and a public/private combination. It’s important to vote yes on this for such little cost relative to the people in the community who are begging the Council to look at the property to decide what’s best for all of us. She urged the Council to vote yes.

**Acknowledgement of Correspondence.**

City Clerk Waswo stated the City received emails on Feb. 20 from Judith Salmon and Maureen Marks requesting the Council approve the Hillmoor feasibility study. The City received an email from George Dewey on Feb. 21 with parking suggestions. The City received emails on Feb. 22, from Don Ogden, Maureen Allenstein, Tanya Martinez, and Thomas Anthony requesting the Council approve the Hillmoor feasibility study.

**Approval of Minutes.** Wall/Gelting motion to approve the Regular City Council Meeting minutes of February 8, 2016, as prepared and distributed. Unanimously carried.

**Consent Agenda**

**Temporary “Class B”/Class “B” Wine and Fermented Malt Beverage License application filed by Melissa Bochniak on behalf of Badger High School for the sale of fermented malt beverages and wine at the Geneva Lake Museum, 255 Mill Street, Lake Geneva for a Casino Night Fundraiser event on March 19, 2016, 5:00pm to 10:00pm**

**Temporary Operator License application filed by Kevin Polheber on behalf of Badger High School for a Casino Night Fundraiser event on March 19, 2016**

**Original 2015-2016 Operator's (Bartender) License applications filed by Damon Highland and Amber Wampole**

Kordus/Chappell motion to approve. Unanimously carried.

**Items removed from the Consent Agenda.**

**Finance, License and Regulation Committee Recommendations – Alderman Kupsik**

**Kupsik/Gelting motion to approve purchase of 1999 pick-up truck from Utility Commission for \$1,000 funded from the Cemetery fund budget and declare present vehicle surplus for disposal (*Public Works recommended on Feb. 11, 2016*).** DPW Winkler stated the Utility Commission had a vehicle available that could serve the needs of the Cemetery. It was agreed at the Public Works meeting the best option is to purchase the pick-up truck from the Utility Commission and remove the other vehicle.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting “yes.” Unanimously carried.

**Discussion/Action on the following parking ordinance changes:**

- **Eliminate limited time zone for angled parking stalls on east side of Cook Street, north of curblines of Wisconsin Street**
- **Change existing (5) marked parking stalls on west side of Cook Street from south curblines of Wisconsin Street to Maximum 1 hour parking from 8:00am to 4:00pm on school days only**
- **Change existing (5) marked parked stalls on east side of Madison Street from south curblines of Wisconsin Street to Maximum 1 hour parking from 8:00am to 4:00pm on school days only**
- **Eliminate no parking zone from 8:00am to 5:00pm on school days for marked stalls on west side of Madison Street, north of curblines of Wisconsin Street**
- **Create no parking zone from 8:00am to 4:00pm on school days only on south side of Dodge Street from curblines of Madison Street to Cook Street**
- **Curb cut at schools expense on East side of Madison Street from north curblines of Wisconsin Street to alley**
- **Eliminate two parking stalls on Main Street between Center and Mill Street for street reconfiguration (*recommended by the Parking Commission on Dec. 17, 2015 and Public Works on Feb. 11, 2016*)**

Kupsik/Gelting motion to instruct the City Attorney to amend the ordinance and bring back as a first reading. Alderman Chappell was not in favor of eliminating the two parking stalls as she feels it may make it difficult for retail shops from a business standpoint. Mayor Connors thought the process behind that was to allow for the City to put in the right turn lane down the entire block. Also, people coming off of Mill Street would be able to make a right turn. With the proposed change to the continuous left turn lane coming down the hill into Lake Geneva it would allow for the use of the new configuration better. Alderman Hedlund noted they are only talking about 2 parking stalls and there is a free lot less than 300 feet from those 2 parking stalls.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting “yes.” Unanimously carried.

**Discussion/Action on motion to conduct \$15,000 Hillmoor property feasibility study by Vandewalle and Associates with funding from TIF#4 contingency (*requested by Alderman Chappell and Alderman Howell*)**

This was sent to City Council without a recommendation from FLR. Alderman Howell stated the idea behind the feasibility study was to give the City information. They don't know what it would cost to do anything and what the City would gain from it. They might want to send this to Vandewalle for a proposal to tell them exactly what they will do.

He feels they need information, and cannot make a good decision if they don't know what they are deciding and what it will cost or gain. Alderman Chappell agreed with Mr. Howell. She is not a fan of the \$15,000 and is not sure why the study would cost this much.

City Administrator Oborn had a conversation with the City Planner from Vandewalle and Associates. He provided the amount for a comprehensive study, but didn't ask for a scope. Mr. Oborn does think it will address a lot of the issues being discussed. Vandewalle is in a good position to do the study, as it would be difficult to do in-house.

Alderman Hill appreciates the need and desire for more information. She feels challenged because she does have knowledge of the property as 3 years ago she wrote a 6 page broker's opinion of valuation on the property. She noted everyone has to remember we do not own this property. It's in private hands and should be left in private hands. It sounds like an ideal project for Lake Geneva Economic Development Corporation. Ms. Hill stated she would vote no on the feasibility study.

Alderman Kordus stated it's very clear that we don't own this property. For the City to do a feasibility study for what somebody can do with a private piece of land is bordering on eminent domain issues. He doesn't think the City ought to be diving into that. The options are the City buys the property, a private individual buys the property and donates it to the City, or a developer buys the property and does something with it.

Alderman Kupsik stated a feasibility study would be beating around the bush of things they are already familiar with. If there is an interest in a feasibility study, he suggests a detailed proposal from Vandewalle as to what the \$15,000 would cover. Ms. Chappell understands the City does not own the property. The feasibility study would help to see what can be done if they were to purchase it. She would like to see it be something that makes some money and pays for itself.

Alderman Hedlund stated the City doesn't own the property and questioned where they would get the money to purchase the property. He asked how much it would cost the average taxpayer and does not believe they would get that information from a feasibility study. He doesn't know what a study would accomplish and would want to have the means before buying the property. Mr. Howell stated the public needs to know all of this. They are guessing what the cost would be and the study would provide the information which is the whole idea.

Howell/Chappell motion to ask Vandewalle and Associates for a detail of what the study would encompass.

Alderman Kupsik asked if the City would be required to send this out for multiple bids. Mayor Connors answered it is for professional services, so they are allowed to solicit proposals. Mr. Oborn will come back with a more detailed scope of services that Vandewalle will render. He will check if there is a charge, but noted a scope is usually done for free.

The property is currently listed for \$5 million. Mr. Oborn noted he has experience in acquiring property through eminent domain. Usually you pay top dollar and around a half million dollars in improvements. A 10 year loan at 2% interest is \$613,000 a year, which is almost a 9% increase in the annual debt in the tax rate. Additional maintenance on the low end would be \$122,000, almost 2%. Preliminary numbers show a possibility of an 11% to 15% tax increase. The high estimate includes minimal improvements.

Alderman Chappell stated there is a gentleman that wants to create a dirt park at four seasons. This is the type of information she would like to gain from a feasibility study. Ms. Hill stated they won't get anything out of Vandewalle like that. Alderman Wall doesn't think the taxpayers will want to pay 9% or more in taxes. He suggested to the small amount of people who want this feasibility study, to get donations and put it together themselves.

Mr. Gelting said once the TIF is closed, the revenue is \$400,000 a year. He questioned how that will be handled. Mr. Oborn stated it can be compensated with future borrowing and bring it back up. We have not used all of our debt service on our levy limit so we have some room.

Alderman Hill noted the purchase would have to go to referendum. City Attorney Draper said it is public improvement so it is different. Mr. Hedlund asked for clarification that the \$500,000 is not all improvement, some of that would be

making the property viable again. It's not improvements like repairing cart paths, bathrooms, and lighting. This amount is just making the property safe. Mr. Oborn stated it's a really rough estimate. The Public Works Director did do a very barebones estimate of \$122,000. Mr. Howell noted this information is what they would get from doing the study. If Vandewalle does it or we do it ourselves, the point is we get the information out there.

Mayor Connors said with eminent domain, the seller could come back within 2 years and say the property is worth more than the current price, so it could become substantially higher. If this were to be City owned, it would have to be purchased by someone else and donated to the City. This is typically how parks are done. It could certainly be \$185 per household. He has already seen people upset over the water rate increase which was less than this amount. If someone wanted to buy it and donate it to the City, they wouldn't be subject to the eminent domain.

City Attorney Draper explained one of the rules is that private people can go out and make deals, but municipalities may not. They are restricted by eminent domain rules which say there has to be appraisals and agreements. They have the right to come back in 2 years and challenge it for more money. Mr. Kordus doesn't see the point of going forward with the feasibility study unless the City or other people are seriously considering purchasing this property.

Mr. Kupsik said it's not going to cost anything for Vandewalle to provide a detailed proposal. Depending on how we all stand it would benefit everyone to see a proposal and make a final decision on whether or not to move forward. He questioned what harm it could do to have a written proposal from Vandewalle. Mr. Kordus questioned if they start going down this road, are they crossing a fine line of eminent domain. Mr. Draper did not think they were getting to that point. The fear is if there would be a competing interest.

Roll Call: Motion carried 5 to 3 with Chappell, Gelting, Kupsik, Hedlund, Howell voting "yes" and Wall, Kordus, Hill voting "no".

**Kupsik/Gelting motion to approve Nielsen Madsen & Barber SC for design review services agreement for Symphony Bay development funded by developer (Plan Commission recommended on Feb. 15, 2016)**

The engineering contract is for the stormwater and streets. It is to avoid any conflict of interest with Kapur who did the original sewer, stormwater and street engineering prior to them becoming the City Engineers. Plan Commission suggested another engineering firm double check everything and the developer agreed to that and to pay for it.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Discussion/Action on TIF#4 advance to Lake Geneva Joint 1 School District for \$1,861,043.91 and Lake Geneva-Genoa City Union School District for \$1,297,717.22 subject to an acceptable agreement between the parties for the same.** This was sent to the City Council without recommendation from FLR. Mr. Oborn stated when doing the budget, the City set aside \$6,000,000 for advances given there is an ample amount of funds in the TIF. The calculation was based upon the assessed value. This is refunding about 70%. The school district has been very forthcoming to receive this advance. Mr. Oborn estimated closing the TIF in November.

Kordus/Wall motion to approve. Mr. Kordus stated they all agreed to this in the budget process. This is the first step to getting the TIF shutdown. Mr. Gelting asked if they should approve advancing the funds back to all the taxing jurisdictions at the same time. Mr. Oborn stated they haven't requested them yet.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Plan Commission – Alderman Kupsik**

**Discussion/Action on Application for Site Plan Review for landscape alteration filed by Dan Winkler, City of Lake Geneva, 626 Geneva Street, Lake Geneva, WI 53147 for the front lawn and fountain area at the Riviera, 812 Wrigley Drive (Plan Commission recommended on Feb. 15, 2016).** City Attorney Draper stated this was placed on the agenda based on a memo that was sent out. Site Plan Review is approved by the Plan Commission. It doesn't have any City Council approval. The next step is for Public Works to bid the project and bring the contract back. The Council will approve the funding. No action required.

**Kupsik/Wall motion to approve Resolution 16-R5, authorizing the issuance of a Conditional Use Application filed by Liquid Capital dba Melges Car Wash, 1100 S Edwards Blvd., Lake Geneva, WI 53147, for the installation of an electronic message center on a freestanding monument sign located at 1100 S Edwards Blvd., Tax Key No. ZA456600003 including all staff recommendations and adopting the Planning Commission's finding of fact (*Plan Commission recommended on Feb. 15, 2016*). The sign meets all the requirements of the ordinance. The applicant is aware the message can't change more than once per minute. The size of the new sign is going to be 32 square feet and the ordinance allows 50 square feet. It will also be moved further away from the highway than the previous sign. Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.**

**Kupsik/Wall motion to approve Application for Land Division Review for a Certified Survey Map submitted by GPC Real Estate LLC, PO Box 400, Libertyville, IL 60048 for land located on Wells Street and North Bloomfield Road, Lake Geneva, WI 53147, Tax Key Nos. ZGM 00001 thru ZGM 00109 (*Plan Commission recommended on Feb. 15, 2016*). The purpose of this application was to consolidate prior condos into one tax parcel including an existing unplatted land and lot 2 of CSM 1784.**

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Hill/Gelting motion to approve Resolution 16-R4, authorizing the Lake Geneva Fire Department use of the lower level of Host Drive Water Tower as Fire Station No. 2 (*approved by Police and Fire Commission on Jan. 7, 2016 and Utility Commission on Jan. 21, 2016*). Mr. Oborn stated there was an informal agreement in 1996 when Fire Station 2 went into the water tower; however, there was no record on file of an agreement. The PFC requested we develop an agreement, which Mr. Oborn mediated between the PFC and Utility Commission. Both commissions have approved the agreement and recommended it be done as a resolution. The Fire Department continues the use at a cost of \$1 and covers the utility costs in the lower area as well as the lighting. Mr. Oborn feels it is a win win for both organizations to share the building.**

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

#### **Presentation of Accounts – Alderman Kupsik**

Purchase Orders. None.

#### **Kupsik/Gelting motion to approve Prepaid Bills in the amount of \$62,615.80**

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Kupsik/Gelting motion to approve Regular Bills in the amount of \$112,184.21.** Alderman Gelting questioned if the rest of the Traver expense will come in on the next agenda. Mr. Oborn was unsure, there needs to be a lien put on the property. We will pay this one but won't pay anymore until the lien is put on the property.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

#### **Kupsik/Gelting motion to approve Treasurer's Report for October 2015**

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

#### **Mayoral Appointments.**

Hill/Wall motion to approve appointment of Todd Krause to Zoning Board of Appeals, term expiring May 1, 2018.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Adjournment.** Kordus/Gelting motion to adjourn at 8:12 p.m. Unanimously carried.

---

/s/ Sabrina Waswo, City Clerk

**THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL**

January 26, 2016

Re: 10<sup>th</sup> Annual Walk to End Alzheimer's September 17<sup>th</sup>, 2016

Park Board Members,

On behalf of the Alzheimer's Association of Southeastern Wisconsin & Walworth County Walk Committee, we respectfully request the use of Library Park on Saturday September 17th, 2016. Thank-you for your previous support of the Walk to End Alzheimer's and the consistent date of the third Saturday in September since the walk began in 2007.

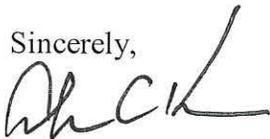
Walks of this type take place across the nation around this time of year and serve as the major fundraiser for the Alzheimer's Association. Donations raised can be applied directly to important research, caregiver support, training and critical programs such as Safe Return and 24/7 Caregiver Hotline and care consultations.

Alzheimer's disease and related dementias currently affects well over 5 million Americans with estimates easily doubling in the coming years as Baby Boomers age. Wisconsin has approximately 110,000 with dementia with over 2,000 in Walworth County. The more we can do locally the better equipped we all will be to handle this looming crisis.

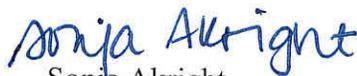
We think this is a great opportunity for Lake Geneva and all of Walworth County to raise awareness and show their support for the many families affected by this debilitating disease.

Thank-you in advance for your help in making the 10<sup>th</sup> Annual Walworth County Walk to End Alzheimer's a huge success!

Sincerely,



Andy Kerwin  
Co-Chairperson  
2016 Walk Committee  
Geneva Crossing Senior Community



Sonja Akright  
Co-Chairperson  
2016 Walk Committee  
Primex Family of Companies

# CITY OF LAKE GENEVA EVENT PERMIT APPLICATION



Please fill in all blanks completely, as incomplete applications will be rejected.  
Applications must be submitted **AT LEAST 10 WEEKS** prior to the proposed event date(s).

## Section I - What type of Permit(s) will your event require?

- Parade Permit.** Required for any parade on public property.
  - Map or description of the requested route to be traveled.
- Public Assembly Permit.** Required for any public gathering on public property. No fee required.
- Street Use Permit.** 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.
- Parking Stall Bag Request.** Required for reserving the use of any City parking stall in conjunction of with an event.
- Park Reservation Permit.** Required for reserving the use of a park facility or shelter.
  - Brunk Pavilion.** Requires rental of Flat Iron Park. Additional rental fees apply.
- Beach Reservation Permit.** Required for reserving the use of the beach.

## Section II - Applicant Information

1. Applicant Name: Andy Kerwin Date of Application: 1/26/16
2. Organization Name: Alzheimer's Association of SE Wisconsin
3. Organization Type:  For Profit  Non-Profit (501(c) 3) Tax ID: \_\_\_\_\_
4. Mailing Address: c/o Arbor Village of Geneva Crossing, 201 Townline Rd
5. City, State, Zip: Lake Geneva, WI 53147
6. Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_
7. Applicant's Drivers License #: \_\_\_\_\_ State license issued: \_\_\_\_\_
8. Are you applying as a resident of the City of Lake Geneva?  Yes  No  
*If yes, proof of residency must be attached.*

## Section III - Event Information

1. Title of Event: 10th Annual Walk to End Alzheimer's
2. Date(s) of Event: Saturday September 17th, 2016
3. Location(s) of Event: Librarcy Park
4. Hours: 7:00 am Start Time 10:00 am End Time 1:00 pm clean-up

5. Event Chair/Contact Person: Andy Kerwin Phone \_\_\_\_\_

6. Day of Event Contact Name: Andy Kerwin Phone: \_\_\_\_\_

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

8. Will you charge an admission fee?  Yes  No

9. Estimated Attendance Number: 500

10. Basis for Estimate: Previous 9 years

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

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

Dunn Lumber - 10x15 and 10x10 pop-ups

12. Will there be any animals?  Yes  No

*If yes, what type and how many:* Some dogs on leash est 20

13. Detailed description of proposed event with map of exact location of the event and/or route.

Walk is to raise awareness and fundraiser for the Alzheimer's Association. Walk is 3 mile loop route along lakeshore path or 1 mile walk in Historic Maple Park neighborhood.

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

John's Disposal provides garbage/recycling for event, Walk committee cleans up after event.

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

We ask LGPD and LG Rescue Squad to come to park at 9:00 am and leave after walk start. Squad car is needed at Library Park & Maxwell St at 10:00 am.

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.*

**Section IV - Street Use**

Check if this section does not apply.

squad car

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

Road closures must include rental of barricades.

At crosswalk of Main + Maxwell to aid walkers across street at start of walk.

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

Yes

No

Date(s) of use:

9-17-16

Total Number of Stalls Request:

5

Stall Number(s) and Location:

#247, 248, 249, 250, 251, 251

Additional Information:

Stalls are for L.G. Rescue Squad + Key participants for walk.

3. Description of signage to be used during event:

If requesting City banner poles, please include a Street Banner Display Application.

Signs along walk route to guide walkers  
Informational banner signs at Library Park.

**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:

plug-in for microphone + band



Water

Explain:



Traffic Control

Explain:



Police Services

Explain:

10:00 am Main St + Maxwell to assist walkers



Fire/EMS Services

Explain:

LG Rescue Squad 9:00 - 11:00



Other

Explain:

Section V- Fees

Application and Permit Fees		Unit Fee			Applicable Fee
<b>Parade Permit</b>					
Application Fee		\$25.00			<u>                    </u>
<b>Street Use Permit</b>					
Application Fee		\$25.00			<u>                    </u>
Permit Fee - Events lasting 2 days or less		\$40.00			<u>                    </u>
Permit Fee - Events lasting more than 2 days		\$100.00			<u>                    </u>
<b>Parking Stall Bag Request</b>					
Administrative Fee		\$10.00			<u>10.00</u>
Parking Stall Usage/Blockage Fee - Per Stall, Per Day			# of Stalls	# of Days	
March 1 - November 14	\$20.00	x	<u>5</u>	x <u>1</u>	= <u>100.00</u>
November 15 - February 29	\$10.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
<b>Park Reservation Permit</b>					
Application Fee		\$25.00			<u>25.00</u>
<b>Security Deposit</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less	\$50.00				<u>                    </u>
50-149 Attendees	\$100.00				<u>                    </u>
150 or more Attendees	<i>Determined by Park Board</i>				<u>                    </u>
<b>Non-Resident</b>					
49 Attendees or Less	\$100.00				<u>                    </u>
50-149 Attendees	\$150.00				<u>                    </u>
150 or more Attendees	<i>Determined by Park Board</i>				<u>                    </u>
<b>Park Reservation Fees - Per Location, Per Day</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less	\$30.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
50-149 Attendees	\$55.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
150 or more Attendees	\$105.00	x	<u>1</u>	x <u>1</u>	= <u>105.00</u>
<b>Non-Resident</b>					
49 Attendees or Less	\$75.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
50-149 Attendees	\$125.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
150 or more Attendees	\$225.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
<b>Brunk Pavilion Rental Permit</b>					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>					
Non-Profit or Resident	\$250.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
Non-Resident	\$500.00	x	<u>          </u>	x <u>          </u>	= <u>                    </u>
<b>Additional Park Amenities</b>					
Equipment (with delivery)	Rental Fee		# Requested	Sec. Dep.	Applicable Fee
Benches	\$5.00 each		x <u>          </u>	+ \$50.00	= <u>                    </u>
Picnic Tables	\$15.00 each		x <u>          </u>	+ \$50.00	= <u>                    </u>
Barricades	\$5.00 each		x <u>          </u>	+ \$50.00	= <u>                    </u>
Trash Receptacles	\$8.00 each		x <u>          </u>	+ \$50.00	= <u>                    </u>
Dumpster Delivery	\$50.00 each		x <u>          </u>	+ \$0	= <u>                    </u>
Dumpster Pick-up	\$50.00 plus additional landfill		<u>          </u>		<u>                    </u>
Fencing - Snow	\$30.00 per 50 feet		<u>          </u>		<u>                    </u>
<i>Requests for equipment are subject to availability.</i>					Subtotal: \$ <u>240.00</u>

Application and Permit Fees	Unit Fee			Applicable Fee
<b>Beach Reservation Permit</b>				
<i>Excludes Normal Beach Hours Memorial Day through Labor Day 9am-5pm</i>				
<i>Opening/Cleaning of Beach Bathrooms will be invoiced at an Hourly Rate</i>				
Application Fee	\$25.00			_____
Security Deposit				_____
Non-Profit or Resident				
49 Attendees or Less	\$50.00			_____
50-149 Attendees	\$100.00			_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>			_____
Non-Resident				
49 Attendees or Less	\$100.00			_____
50-149 Attendees	\$150.00			_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>			_____
Beach Reservation Fees - Per Day				
Non-Profit or Resident				
49 Attendees or Less	\$30.00	# of Days	x _____ =	_____
50-149 Attendees	\$55.00		x _____ =	_____
150 or more Attendees	\$105.00		x _____ =	_____
Non-Resident				
49 Attendees or Less	\$75.00		x _____ =	_____
50-149 Attendees	\$125.00		x _____ =	_____
150 or more Attendees	\$225.00		x _____ =	_____
Subtotal: \$				_____
+ Subtotal from Page 4: \$				<u>240,00</u>

**Total PAID with Application: \$ 240,00**

*Accepted by cash, credit card or checks (payable to the City of Lake Geneva)*

**Section VI - Signature of Applicant**

"The information provided in this application is true and correct to the best of my knowledge and belief. I understand that cancellation of any event, for any reason, shall result in the forfeiture of permit fees. I understand that application fees are not refunded in the event the application is not approved. I understand that in addition to the schedule of fees, if any additional City services are requested or determined to be impacted, an additional fee will be charged for those services. I agree to comply with all applicable state, federal and municipal regulations and ordinances."

**APPLICANT SIGNATURE:**

*AKC/K*

DATE: 1-26-16

For Office Use Only

Date Filed with Clerk: 1/28/16 Payment with Application: \$ 240.00 Receipt: C160128-4

Additional Fees Collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

Departmental review (all that apply):

Police Chief:  Approved  Denied Signed: [Signature]

Additional services needed: \_\_\_\_\_

Additional fees or deposit: \_\_\_\_\_

Fire Chief:  Approved  Denied Signed: Burt Connelly

Additional services needed: \_\_\_\_\_

Additional fees or deposit: \_\_\_\_\_

Street Dept.:  Approved  Denied Signed: [Signature]

Additional services needed: \_\_\_\_\_

Additional fees or deposit: NO stakes for tents in parks.

Parking Dept.:  Approved  Denied Signed: [Signature]

Additional services needed: \_\_\_\_\_

Additional fees or deposit: \_\_\_\_\_

Piers, Harbors & Lakefront:  Approved  Denied Signed: \_\_\_\_\_

Additional services needed: \_\_\_\_\_

Additional fees or deposit: \_\_\_\_\_

Committee/Council review (all that apply):

Park Board: Meeting Date(s): 2/3/2014  Approved  Denied  
Reasons/Conditions: None

Finance, License & Regulation: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Council: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Clerk's Office Completion:

Total Add'l fee/deposit to be collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

Permit(s) issued:  Parade/PA  Street Use  Park Permit

Date of issue: \_\_\_\_\_ Deposit Returned: \$ \_\_\_\_\_ Deposit withheld: \$ \_\_\_\_\_

Reason withheld: \_\_\_\_\_

Alzheimer's Association Walk Saturday September 17th, 2016

Start time: 10:00 am from Library Park

Lakeshore Route:

Walkers proceed west on lakeshore path towards Geneva Bay Estates thru beach access to Bayview Drive and Geneva Bay Drive. (Approved from homeowners association for 2014 walk) Walkers will take left on Snake Road and proceed to Forest Rest Lane and take a left off of Snake Road onto Forest Rest Lane. (Approved from Forest Rest Lane homeowners association for 2014 walk). Walkers will stay on Forest Rest Lane and access lakeshore path at end of road. Walkers will take a left on lakeshore path and proceed back to Library Park.

Historic Walk Route:

Library Park to Maxwell Street crosswalk. Cross Main Street and make right on sidewalk running north of Main Street. Proceed on sidewalk to Madison Street. Make a left onto Madison Street sidewalk. Proceed north to Park Row. Left on Park Row to Maxwell Street. Cross Maxwell Street and make left on sidewalk on west side of Maxwell. Proceed south on Maxwell Street sidewalk to Main Street. Use crosswalk to cross Main Street and enter Library Park.

Details of walk day:

The morning of the event volunteers will begin setting up tables for registration of all walkers at 7:00am. There will be pre-walk entertainment and an opening ceremony. The walk will begin promptly at 10:00 am. Walkers can choose either the lakeshore or historic route. We will need Lake Geneva Police Department assistance at the crosswalk of Main Street. Most walkers will complete the walking route between 10:30 and 11:00. Musical entertainment will be provided to the returning walkers and play until 1:00. Hot dogs will be grilled on site and provided as a snack to the walkers. Raffle prizes will be given after the walk. All clean up will be complete by 1:00.



PARK

ROW

CM 5

CM 4

Walkers on S. Side of Park Row

NORTH ST.

STREET

STREET

STREET

DODGE

STREET

WISCONSIN

STREET

GENEVA

STREET

MAXWELL

WARREN

MADISON

Walkers on N. Side of Main

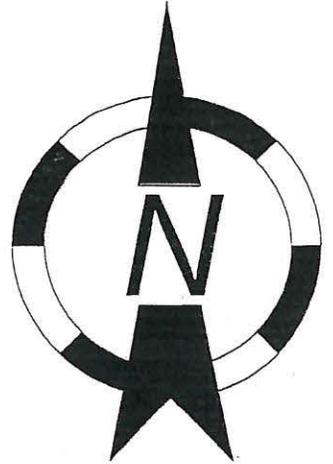
MAIN

CM 2

STREET

CM 3

Walkers on W. Side of Maxwell



# HISTORIC WALK

1 MILE

Walkers on W. Side of Madison

Historic LIBRARY PARK

Start/Finish at Balloon Arch

LAKE GENEVA



# Walk to End Alzheimer's Walworth County

## Data Snapshot 2015

**Teams: 60**

**Participants: 640**

**Total Raised: \$132,817**



**Remember:** each participant brings more awareness to our cause and each dollar brings us closer to a cure, provides much needed services to families, and allows the education and promotion of brain health to more individuals



**09.19.2015**

**Library Park,  
Lake Geneva**

## **EVENT SCHEDULE**

- 8:30 a.m.** Registration  
Promise Garden Tent  
Kids Zone Open  
Zumba
- 9:40 a.m.** Opening Ceremony  
Tom Hlavacek & MaryAnn Vance  
Presentation of Wally Phillips Award
- 10:00 a.m.** Walk Begins
- 10:30 a.m.** The Petty Thieves

Lunch after the walk provided by:  
Stinebrink's Piggly Wiggly &  
Lake Geneva Jaycees

If you would like a team picture look for our  
photographer!

Thank you to Primex Family of Companies-  
PFOC for Promise Garden Sponsorship

### **COMMITTEE**

Sonja Akright, Chair  
Andy Kerwin, Chair  
Lori Muzatko, Honorary Chair

Thank you to all the committee members and  
volunteers that have made this event possible!

Anne Simpson  
Aubrey Howarth  
Bernadette Russow  
Bonnie Beam-Stratz  
Ellen Gibbs  
Eric Russow  
Jamie Sanders  
Jan Peterson  
Julie Juranek

Jason Betley  
Laura Meyers  
Lynda Markut  
Marisa Nor  
MaryAnn Vance  
Megan Hutchinson  
Melesa Skoglund  
Sharon Shelton  
Wendy Betley

DATE 8/16 thru 8/22/16 LOCATION Library Park, Flat Iron Park, Seminary Park  
USE Venetian Festival

Acting Chair Kupsik read the permit. It was moved by Chair Kupsik to approve, and seconded by Commissioner Swanson. The discussion was that the fees as already paid will be charged with the balance waived. Mr. Stelzer mentioned that the fees charged in the past did vary. The motion to include waiver of most fees passed 7-0.

DATE 07/16/16 LOCATION Flat Iron Park-Small Gazebo USE Tienny-Carlson  
Wedding 3:00 to 5:30 PM

Acting Chair Kupsik read the permit. It was moved by Chair Kupsik to approve, and seconded by Commissioner Olsen. The discussion was the applicant pay all the fees. The motion passed 7-0.

DATE 9/17/16 LOCATION Library Park USE Alzheimer's Walk

Acting Chair Kupsik read the permit. It was moved by Mayor Connors to reserve the date as the application had just shown up with no time for City staff review. The motion was seconded by Chair Kupsik. The motion to reserve the date passed 7-0.

### **Park Assignments/Repair Update/Maintenance:**

Commissioner Quickel brought up the dog bags at the dog park and keeping the boxes refilled.

### **NEW BUSINESS**

#### **Veterans Park Field #5 Pitcher's Mound Quote-Beilfuss**

Chair Kupsik shared the quotation from Beilfuss, whose company is already scheduled to re-work the diamond, to build up a pitcher's mound in the amount of \$1,650. Foreman Waswo mentioned the Mr. Coolidge of the YMCA indicated a need for the pitcher's mound for youth tournaments scheduled during the summer. It was moved by Commissioner Swanson to approve the request as funded from the same park funds as the rest of the infield work. The motion was seconded by Commissioner Quickel and passed 7-0.

### **OLD BUSINESS**

None.

### **Future Meeting Agenda Items-March 2, 2016 Meeting.**

None.

### **ADJOURN:**

It was moved by Mayor Connors and seconded by Commissioner Hassler to adjourn.

The motion passed 7-0 and the meeting was adjourned at 6:20 PM.

# CITY OF LAKE GENEVA

## EVENT PERMIT APPLICATION



Please fill in all blanks completely, as incomplete applications will be rejected.  
Applications must be submitted **AT LEAST 10 WEEKS** prior to the proposed event date(s).

### Section I - What type of Permit(s) will your event require?

- Parade Permit.** Required for any parade on public property.
  - Map or description of the requested route to be traveled.
- Public Assembly Permit.** Required for any public gathering on public property. No fee required.
- Street Use Permit.** 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.
- Parking Stall Bag Request.** Required for reserving the use of any City parking stall in conjunction of with an event.
- Park Reservation Permit.** Required for reserving the use of a park facility or shelter.
  - Brunk Pavilion.** Requires rental of Flat Iron Park. Additional rental fees apply.
- Beach Reservation Permit.** Required for reserving the use of the beach.

### Section II - Applicant Information

1. Applicant Name: Rick Ramos Date of Application: 1/15/16
2. Organization Name: RAM Racing
3. Organization Type:  For Profit  Non-Profit (501(c)\_\_\_\_) Tax ID: \_\_\_\_\_
4. Mailing Address: 951 Corporate Grove Dr.
5. City, State, Zip: Buffalo Grove, IL 60089
6. Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_
7. Applicant's Drivers License #. \_\_\_\_\_ State license issued: \_\_\_\_\_
8. Are you applying as a resident of the City of Lake Geneva?  Yes  No  
*If yes, proof of residency must be attached.*

### Section III - Event Information

1. Title of Event: Bigfoot Triathlon & Trail Run
2. Date(s) of Event: 6/25/16 (Trail Run) 6/26/16 (Triathlon)
3. Location(s) of Event: Bigfoot Beach State Park
4. Hours: 7 am - 12 pm

5. Event Chair/Contact Person: Brandon Presern Phone: \_\_\_\_\_

6. Day of Event Contact Name: Brandon Presern 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 participants, 500 spectators

10. Basis for Estimate: previous year's attendance

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. Detailed description of proposed event with map of exact location of the event and/or route.  
Please see attached for route details

14. Description of plan for handling refuse collection and after-event clean-up:  
Event staff will collect all refuse from the event and place in dumpsters provided by our contracted maintenance company.

15. Description of plan for providing event security (if applicable):  
Private security will be hired to assist with crowd control and keeping the area safe.

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.*

**Section IV – Street Use**

Check if this section does not apply.

1. Description of the portion(s) of road(s) to be used:  
*Road closures must include rental of barricades.*  
Lake Shore Dr. from Bigfoot Beach State Park entrance to South Street.

2. Will any parking stalls be used or blocked during the event?     Yes     No

Date(s) of use: \_\_\_\_\_

Total Number of Stalls Request: \_\_\_\_\_

Stall Number(s) and Location: \_\_\_\_\_

\_\_\_\_\_

Additional Information:

3. Description of signage to be used during event:  
*If requesting City banner poles, please include a Street Banner Display Application.*  
Directional signage will be used within the park as well as on course to assist participants and spectators

**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: Police will be placed at key intersections to assist with traffic and route flow
- Fire/EMS Services    Explain: EMS will be on site to assist with any medical issues
- Other                    Explain: \_\_\_\_\_

**Section V- Fees**

Application and Permit Fees		Unit Fee			Applicable Fee
<b>Parade Permit</b>					
Application Fee		\$25.00			25
<b>Street Use Permit</b>					
Application Fee		\$25.00			25
Permit Fee - Events lasting 2 days or less		\$40.00			40
Permit Fee - Events lasting more than 2 days		\$100.00			
<b>Parking Stall Bag Request</b>					
Administrative Fee		\$10.00			
Parking Stall Usage/Blockage Fee - Per Stall, Per Day			# of Stalls	# of Days	
March 1 - November 14	\$20.00	x	_____	x _____ =	_____
November 15 - February 29	\$10.00	x	_____	x _____ =	_____
<b>Park Reservation Permit</b>					
Application Fee		\$25.00			
<b>Security Deposit</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less		\$50.00			
50-149 Attendees		\$100.00			
150 or more Attendees		<i>Determined by Park Board</i>			
<b>Non-Resident</b>					
49 Attendees or Less		\$100.00			
50-149 Attendees		\$150.00			
150 or more Attendees		<i>Determined by Park Board</i>			
<b>Park Reservation Fees - Per Location, Per Day</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less	\$30.00	x	# of Parks _____	x # of Days _____ =	_____
50-149 Attendees	\$55.00	x	_____	x _____ =	_____
150 or more Attendees	\$105.00	x	_____	x _____ =	_____
<b>Non-Resident</b>					
49 Attendees or Less	\$75.00	x	_____	x _____ =	_____
50-149 Attendees	\$125.00	x	_____	x _____ =	_____
150 or more Attendees	\$225.00	x	_____	x _____ =	_____
<b>Brunk Pavilion Rental Permit</b>					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>				# of Days	
Non-Profit or Resident	\$250.00	x	_____	x _____ =	_____
Non-Resident	\$500.00	x	_____	x _____ =	_____
<b>Additional Park Amenities</b>					
Equipment (with delivery)	Rental Fee		# Requested	Sec. Dep.	Applicable Fee
Benches	\$5.00 each		x _____ +	\$50.00 =	_____
Picnic Tables	\$15.00 each		x _____ +	\$50.00 =	_____
Barricades	\$5.00 each		x <b>32</b> +	\$50.00 =	<b>210.00</b>
Trash Receptacles	\$8.00 each		x _____ +	\$50.00 =	_____
Dumpster Delivery	\$50.00 each		x _____ +	\$0 =	_____
Dumpster Pick-up	\$50.00 plus additional landfill		_____		_____
Fencing - Snow	\$30.00 per 50 feet		_____		_____
<i>Requests for equipment are subject to availability.</i>				Subtotal: \$	<del>90</del>

Application and Permit Fees	Unit Fee		Applicable Fee
<b>Beach Reservation Permit</b>			
<i>Excludes Normal Beach Hours Memorial Day through Labor Day 9am-5pm</i>			
<i>Opening/Cleaning of Beach Bathrooms will be invoiced at an Hourly Rate</i>			
Application Fee	\$25.00		_____
Security Deposit			_____
Non-Profit or Resident			
49 Attendees or Less	\$50.00		_____
50-149 Attendees	\$100.00		_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>		_____
Non-Resident			
49 Attendees or Less	\$100.00		_____
50-149 Attendees	\$150.00		_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>		_____
Beach Reservation Fees - Per Day			
Non-Profit or Resident		# of Days	
49 Attendees or Less	\$30.00	x _____ =	_____
50-149 Attendees	\$55.00	x _____ =	_____
150 or more Attendees	\$105.00	x _____ =	_____
Non-Resident			
49 Attendees or Less	\$75.00	x _____ =	_____
50-149 Attendees	\$125.00	x _____ =	_____
150 or more Attendees	\$225.00	x _____ =	_____
		Subtotal: \$	<u>0</u>
		+ Subtotal from Page 4: \$	<del>90</del>

**Total PAID with Application: \$ ~~90~~ 300.00**

*Accepted by cash, credit card or checks (payable to the City of Lake Geneva)*

**Section VI – Signature of Applicant**

“The information provided in this application is true and correct to the best of my knowledge and belief. I understand that cancellation of any event, for any reason, shall result in the forfeiture of permit fees. I understand that application fees are not refunded in the event the application is not approved. I understand that in addition to the schedule of fees, if any additional City services are requested or determined to be impacted, an additional fee will be charged for those services. I agree to comply with all applicable state, federal and municipal regulations and ordinances.”

**APPLICANT SIGNATURE:**

*Richard G. Plann*

DATE: 1/15/16

For Office Use Only

Date Filed with Clerk: 1/25/16 Payment with Application: \$ 90.00 Receipt: C160125-4  
Additional Fees Collected: \$ 210.00 Receipt #: C160307-27

Departmental review (all that apply):

Police Chief:  Approved  Denied Signed: [Signature]  
Additional services needed: \_\_\_\_\_  
Additional fees or deposit: \_\_\_\_\_

Fire Chief:  Approved  Denied Signed: Burt Conneely  
Additional services needed: \_\_\_\_\_  
Additional fees or deposit: \_\_\_\_\_

Street Dept.:  Approved  Denied Signed: [Signature]  
Additional services needed: see sec IV (i) barricades  
Additional fees or deposit: required. fee?

Parking Dept.:  Approved  Denied Signed: [Signature]  
Additional services needed: no stalls needed  
Additional fees or deposit: \_\_\_\_\_

Piers, Harbors & Lakefront:  Approved  Denied Signed: \_\_\_\_\_  
Additional services needed: \_\_\_\_\_  
Additional fees or deposit: \_\_\_\_\_

Committee/Council review (all that apply):

Park Board: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Finance, License & Regulation: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Council: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Clerk's Office Completion:

Total Add'l fee/deposit to be collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_  
Permit(s) issued:  Parade/PA  Street Use  Park Permit  
Date of issue: \_\_\_\_\_ Deposit Returned: \$ \_\_\_\_\_ Deposit withheld: \$ \_\_\_\_\_  
Reason withheld: \_\_\_\_\_



**START TIME: 7:00 AM**

# **BIGFOOT TRI** Swim Course

June 26, 2016  
Lake Geneva, WI

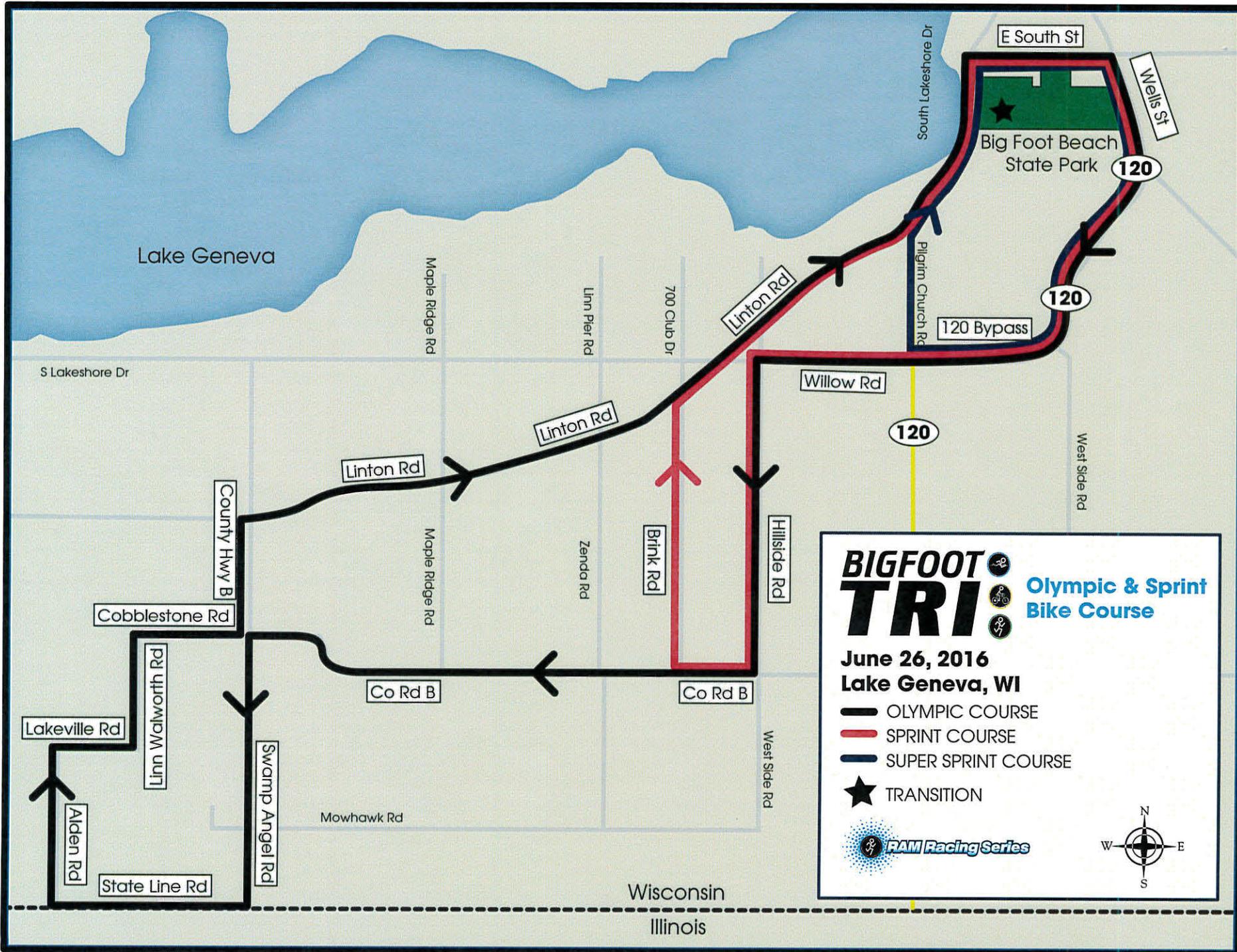
-  SUPER SPRINT TURN
-  OLYMPIC SWIM TURN
-  SPRINT SWIM TURN
-  TRANSITION
-  AID STATION

 RAM Racing Series



SWIM STAGING



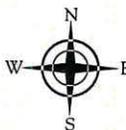


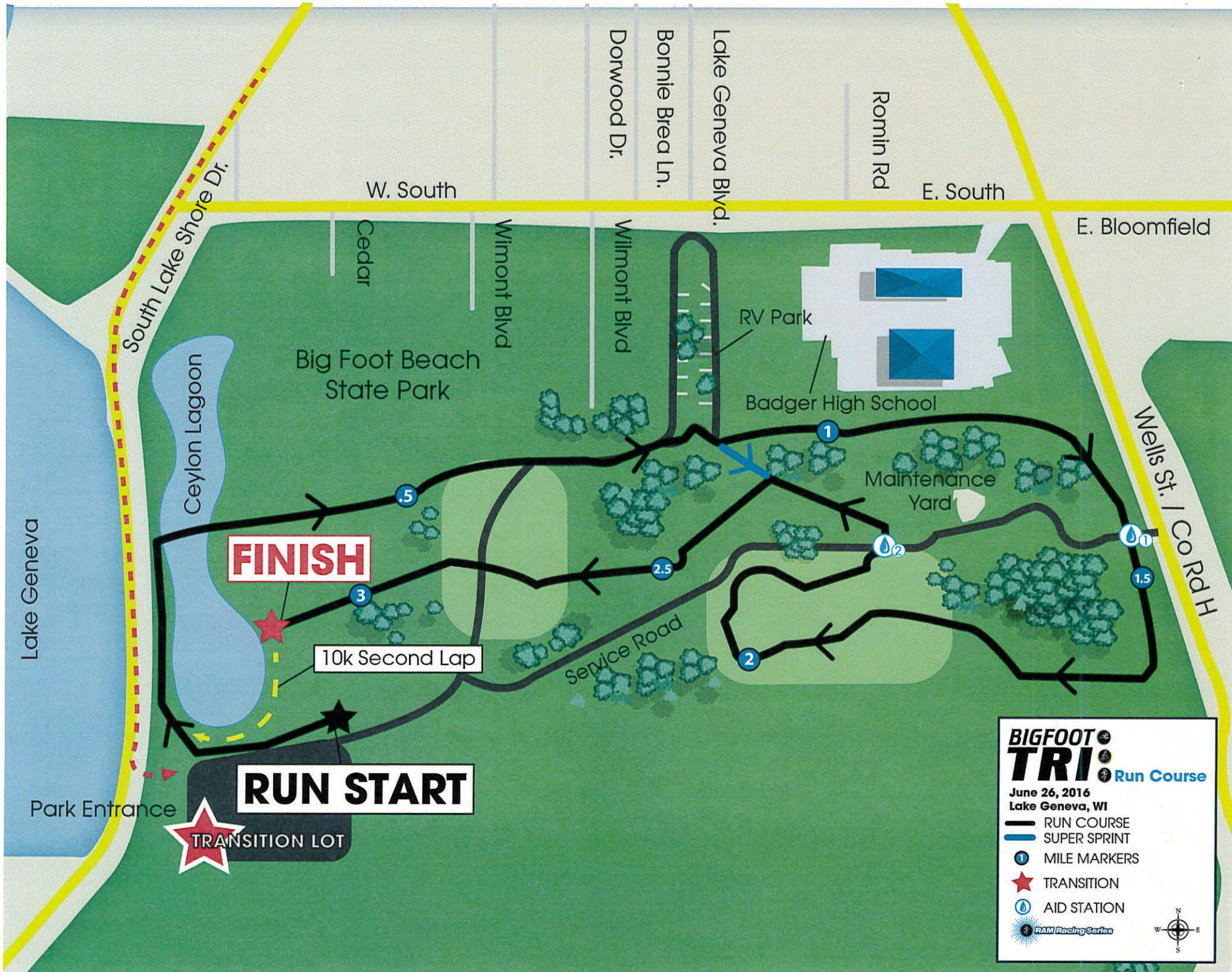
**BIGFOOT TRI** Olympic & Sprint Bike Course

June 26, 2016  
 Lake Geneva, WI

-  OLYMPIC COURSE
-  SPRINT COURSE
-  SUPER SPRINT COURSE
-  TRANSITION

 RAM Racing Series

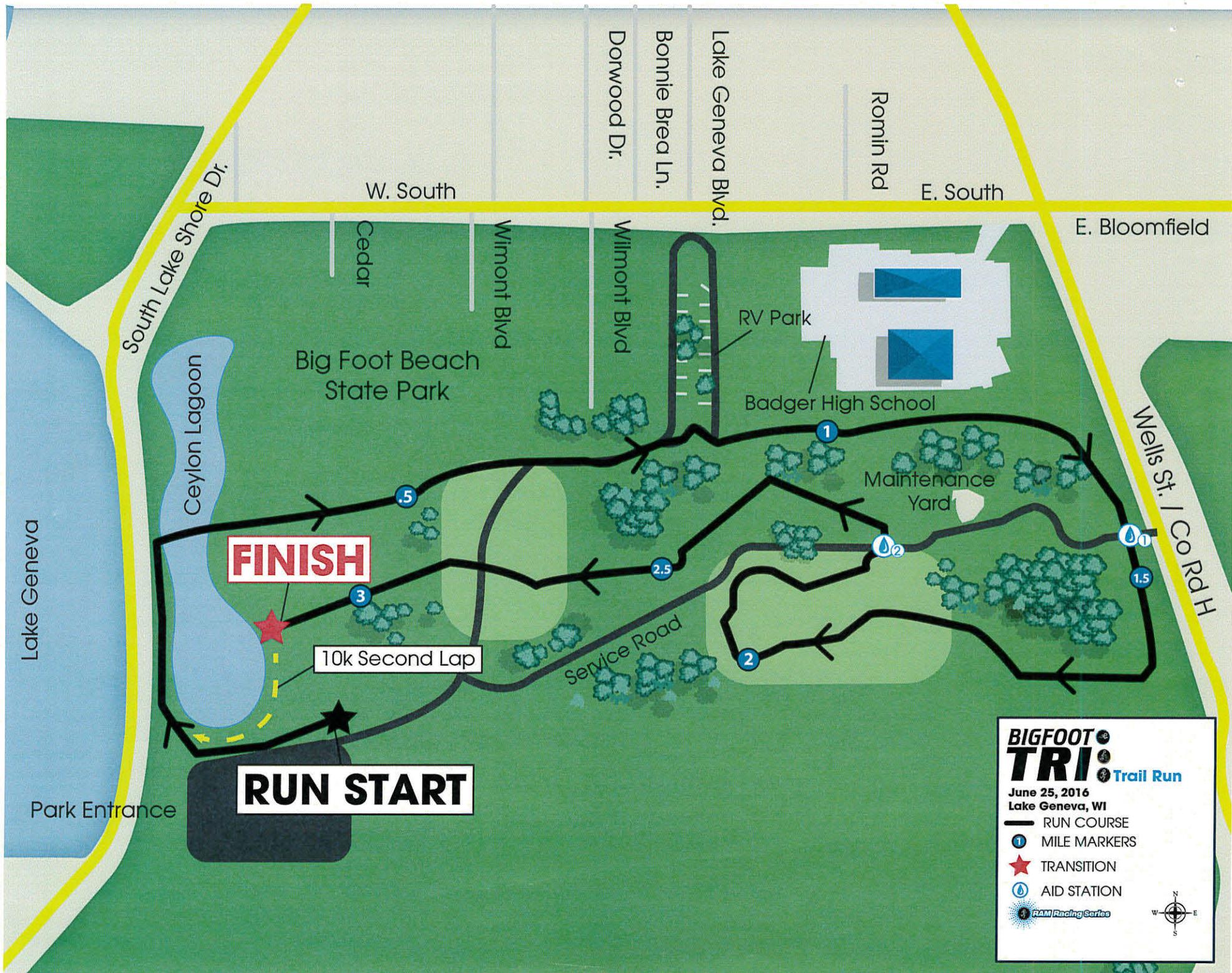




**BIGFOOT TRI** Run Course  
 June 26, 2016  
 Lake Geneva, WI

- RUN COURSE
- SUPER SPRINT
- MILE MARKERS
- TRANSITION
- AID STATION

RAM Racing Series



**FINISH**

10k Second Lap

**RUN START**

**BIGFOOT TRI** Trail Run  
 June 25, 2016  
 Lake Geneva, WI

- RUN COURSE
- MILE MARKERS
- TRANSITION
- AID STATION

RAM Racing Series

# APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: \_\_\_\_\_

Town  Village  City of Lake Geneva County of Walworth

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

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

**1. ORGANIZATION** (check appropriate box)  Bona fide Club  Church  Lodge/Society  Veteran's Organization  Fair Association

- (a) Name Geneva Lake Arts Foundation  
 (b) Address 223 Broad St., Lake Geneva Arts Foundation  
(Street)  Town  Village  City  
 (c) Date organized ~~2014~~ 2014  
 (d) If corporation, give date of incorporation 2014  
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:   
 (f) Names and addresses of all officers:  
 President Nikki Marsicano 3454 Cty f So Delavan WI 53115  
 Vice President Garyl Wagner 3117 Lament Dr McHenry IL 4  
 Secretary Debra Flanger N 7184 Lakeshore Ave Elkhorn WI 53121  
 Treasurer Mary Abbott W 5488 Cty Rd ES Elkhorn, WI 53121  
 (g) Name and address of manager or person in charge of affair: Carol Smith

**2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**

- (a) Street number 223 Broad St. Lake Geneva, WI 53147  
 (b) Lot \_\_\_\_\_ Block \_\_\_\_\_  
 (c) Do premises occupy all or part of building? part  
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Our space is part 1/3 of a building, but is self-contained.

**3. NAME OF EVENT**

- (a) List name of the event Grand Opening for Gallery 223, Geneva Lake Art Foundation  
 (b) Dates of event March 31 (5-7 pm) & April 1 (6-8 pm), 2016

**DECLARATION**

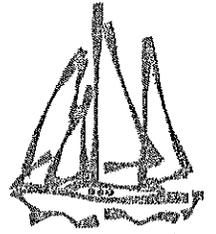
The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer <u>Nikki Marsicano 2/25/16</u> <small>(Signature/date)</small> Officer <u>Debra Flanger 2/25/16</u> <small>(Signature/date)</small> Date Filed with Clerk <u>2/26/16</u> Date Granted by Council _____	_____ <small>(Name of Organization)</small> Officer _____ <small>(Signature/date)</small> Officer _____ <small>(Signature/date)</small> Date Reported to Council or Board _____ License No. _____
---	--





# CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

### APPLICANT INFORMATION

Name: SMITH CAROL ANNE  
Last First Middle

Maiden Name: Gruber Date of Birth: \_\_\_\_\_

Address (Physical): 930 Bonnie Brae Ln., Lake Geneva WI 53147

Mailing Address (if different): Same

City, State, Zip: Lake Geneva, WI 53147

Phone: \_\_\_\_\_ Drivers License #: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

### ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Geneva Lake Arts Foundation

Address: 223 Broad St. Lake Geneva, WI 53147

Name of Event where licensee will work: Grand Opening for Gallery 223

Date of Event: March 31 (5-7), April 1 (6-8)

### APPLICANT SIGNATURE

Carol Smith DATE: \_\_\_\_\_

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com  
Servingalcohol.com  
TIPS

Learn2serve.com  
\$8 Server Training  
CARE

Wisconsin Technical Colleges  
ServSafe Alcohol (WRAEF/NRAEF)  
TEAM

*For Office Use Only*

Date Filed: <u>2/26/16</u>	Receipt No: <u>C160726-14</u>
Total Amount: <u>10.00</u>	
Forwarded to Police Chief: <u>2/29/16</u>	
Background Completed: <u>2/29/16 JF</u>	
Recommendation: <u>[Signature]</u>	<input checked="" type="radio"/> Approved <input type="radio"/> Denied
Verification that no other temporary licenses have been issued to this applicant in the current year: <u>✓</u>	
FLR Approval: _____	License Issued: _____
Council Approval: _____	License Number: _____
MAILTO: Individual, Organization	License Expires: _____



**APPROVED BEVERAGE SERVER TRAINING COURSES**

Serverlicense.com  
Servingalcohol.com  
TIPS

Learn2serve.com  
\$8 Server Training  
CARE

Wisconsin Technical Colleges  
ServSafe Alcohol (WRAEF/NRAEF)  
TEAM

*For Office Use Only*

Date Filed: 2/17/16 Receipt No: ~~100000~~ C160217-14  
Total Amount: 10.00  
Forwarded to Police Chief: 2/18/16  
Background Completed: 2/20/16 JF  
Recommendation: [Signature]  Approved  Denied  
Verification that no other temporary licenses have been issued to this applicant in the current year:   
FLR Approval: \_\_\_\_\_ License Issued: \_\_\_\_\_  
Council Approval: \_\_\_\_\_ License Number: \_\_\_\_\_  
License Expires: \_\_\_\_\_  
MAIL TO: Individual Organization

# City of Lake Geneva

Original Licenses Issued Between: 3/14/2016 and 3/14/2016

Date: 3/11/2016  
Time: 10:42 AM  
Page: 1

## Operator's Regular

<u>Issued</u>	<u>License No</u>	<u>Customer</u>	<u>Address</u>	<u>Total</u>
3/14/2016	2015 -310	Roy James Johnson Employer: Walmart Supercenter #910	2401 73rd St. Upper 201 S. Edwards Blvd.	30.00
<b>Operator's Regular - Original</b>			<b>Count: 1</b>	<b>Totals for this Type: 30.00</b>

# City of Lake Geneva

Renewal Licenses Issued Between: 3/15/2016 and 3/15/2016

Date: 3/11/2016  
Time: 10:46 AM  
Page: 1

## Operator's Regular

<u>Issued</u>	<u>License No</u>	<u>Customer</u>	<u>Address</u>	<u>Total</u>	
3/15/2016	2015 -311	Kayla J. Skomski Employer: Thumb's Up, Inc.	538 Jefferson Ave. 260 Broad St.	Lake Geneva, WI 5 Lake Geneva, WI 53147	30.00

## Operator's Regular

Count: 1

Totals for this Type:

30.00

## ORDINANCE 16-1

### **AN ORDINANCE AMENDING CHAPTER 74, TRAFFIC AND VEHICLES, SECTION 74-210, PARKING REGULATIONS, SECTION 74-226, LOADING AND UNLOADING ZONES, AND SECTION 74-234, LIMITED TIME PARKING ZONES**

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

1. That Section 74-210(1)(a), No parking, standing or standing zones of Chapter 74, TRAFFIC AND VEHICLES, of the Lake Geneva Municipal Code is hereby amended to read as follows:

#### **Sec. 74-210 Parking regulations.**

(1) No vehicle shall be parked, stopped or standing, except to comply with the directions of a traffic officer in any of the following:

[Amended 10-26-2015 by Ord. No. 15-13]

Alley, between Marshall Street and Ann Street, running from Center Street to Williams Street, behind Fire Department

Baker Street, south side, easterly from the east curblineline of Wrigley Drive to the west curblineline of South Lake Shore Drive from the hours of 10:00 p.m. to 6:00 a.m.

Broad Street, west side, from Dodge Street 50 feet north

Broad Street, west side, 65 feet south of North Street

Campbell Street, south side, from South Lake Shore Drive to Wells Street

Campbell Street, south side, from Wrigley Drive to South Lake Shore Drive

Center Street, east side, from the north curblineline of Wisconsin Street to the south curblineline of Sheridan Street

Clover Street, east side, from Park Row to LaSalle Street

Cook Street, west side, from the north curblineline of Wisconsin Street to the south curblineline of North Street

Curtis Street, east side, from a point 807 feet south of the curb of Main Street to a point 950 feet south of the south curb of Main Street

Dodge Street, north side, from Broad Street to Forrest Street

Dodge Street, north side, from Sage Street to Center Street

Dodge Street, south side, from the intersection of Elmwood Avenue and Dodge Street to a point 450 feet east

Edwards Boulevard, in its entirety

Elm Street, west side, from South Street to South Lake Shore Drive

Elmwood Avenue, both sides, from the north line of the intersection with Main Street, 160 feet north

Elmwood Avenue, east side, from Dodge Street, 60 feet south

Elmwood Avenue, west side, from Linda Lane to Dodge Street

Fremont Street, east side

Interchange North, both sides, north of Center Street to the City limits

Madison Street, east side, from Dodge Street to the alley

Main Street, north side, from Mill Street to Center Street

Maxwell Street, west side, from Geneva Street to Dodge Street

Mill Street, both sides, from the south curblineline of Geneva Street to the north curblineline of Main Street

North Street, both sides, from the west curblineline of Center Street to the east curblineline of Cook Street except for the south side of the 700 block of North Street

Pleasant Street, south side

Rogers Court, north side, from Center Street to William Street

Sage Street, east side, from the easterly extension of the south curblineline of Dodge Street to the north curblineline of Mill Street

Sage Street, east side, from the south curblineline of Water Street to a point 155 feet north to the easterly extension of the north curblineline of Dodge Street

Sage Street, east side, north of the fire hydrant at Sage Street and Grove Street, a distance of 121 feet

Sage Street, west side, from the south curblineline of Highway 120 to the north curblineline of Grove Street, a distance of 389 feet

Sheridan Road, both sides, from Minahan Road east to City limits

South Lake Shore Drive, east side, from the south curblineline of Baker Street to the north curblineline of Cass Street

South Lake Shore Drive, east side, from the south curblineline of Main Street 154 feet south

Tolman Street, west side, from George Street to Wheeler Street

Townline Road, north side of the road, in the indented area that is painted yellow and posted no parking at Veterans Park

Townline Road, south side of the road eastbound from Veterans Parkway, to area across from the service driveway to Veterans Park

Walker Street, north side, from Center Street to William Street

Warren Street, east side, from Geneva Street to Main Street

Water Street, south side, from Center Street to Sage Street

Williams Street, east side, from the north curblineline of Henry Street to the south curblineline of Gardner Avenue

Wisconsin Avenue, north side, from Center Street to Elmwood Avenue, except 130 feet east of the east curblineline of Broad Street

Wisconsin Street, south side, from the east curblineline of Broad Street to 75 feet east

Wisconsin Street at 1250 Wisconsin Street the width of that certain sidewalk leading from the building located thereon and perpendicular to Wisconsin Street

Wisconsin Street at 1270 Wisconsin Street the width of that certain sidewalk leading from the building located thereon and perpendicular to Wisconsin Street

Wrigley Drive, southwesterly side, from the southernmost point of the bridge existing thereon southeasterly to a point 406 feet of the southwestern most point of intersection of Wrigley Drive and Center Street

This subsection shall not apply to physicians on emergency calls or operators of authorized emergency vehicles during an emergency, nor to spaces within such areas which are authorized loading zones when used for loading or unloading.

2. That Section 74-210 Parking regulations of Chapter 74, TRAFFIC AND VEHICLES, of the Lake Geneva Municipal Code is hereby amended by adding a section to be numbered

74-210 (n) Parking to read as follows:

(n) Upon streets where parking is authorized by official signs or markers, where parking stalls are designated by markings on the pavement, it shall be a violation of this section for any vehicle to be parked outside the lines or markings delineating the parking stall.

3. That Section 74-226, Loading and unloading zones, of Chapter 74, TRAFFIC AND VEHICLES, of the Lake Geneva Municipal Code is hereby amended to read as follows:

**Sec. 74-226 Loading and unloading zones.**

[Ord. No. 07-08, § 1, 11-12-2007]

(a) No vehicle shall be parked, stopped or left standing in any zone designated during the time set forth in the [following] schedules:

Broad Street, 500 block

Riviera Service Drive, at northwest corner of Riveria Building, limit 30 minutes

Wrigley Drive, south side, west of intersection of Center Street and Wrigley Drive, first 10 stalls 7:00 a.m. to 12:00 p.m. (noon) Saturdays, Sundays and holidays from May 20 through Labor Day each year and area in front of Beach House

Five (5) parking stalls on east side of Madison Street from the south curblane of Wisconsin Street to Geneva Street, Monday through Friday on school days from 8:00 a.m. to 4:00 p.m.

South side of Dodge Street from the curblane of Madison Street to Cook Street, Monday through Friday on school days from 8:00 a.m. to 4:00 p.m.

Five (5) parking stalls on west side of Cook Street from the south curblane of Wisconsin Street to Geneva Street, Monday through Friday on school days from 8:00 a.m. to 4:00 p.m.

Madison Street, east side, from the alley south of Dodge Street to Wisconsin Street, Monday through Friday on school days from 8:00 a.m. to 4:00 p.m.

4. That Section 74-234, Limited time parking zones of Chapter 74, TRAFFIC AND VEHICLES, of the Lake Geneva Municipal Code is hereby amended to read as follows:

**Sec. 74-234 Limited time parking zones.**

[Ord. No. 07-08, § 1, 11-12-2007; amended 1-12-2009 by Ord. No. 08-14; 7-11-2011 by Ord. No. 11-21; 5-29-2012 by Ord. No. 12-09; 2-23-2015 by Ord. No. 15-02]

(a) Maximum two-hour parking, Monday through Friday 8:00 a.m. to 5:00 p.m. Grove Street, north side, from the west curblane of Sage Street to the east curblane of Center

Street, a distance of 346 feet

~~(b) Maximum one hour parking, Monday through Friday 8:00 a.m. to 5:00 p.m. on school days only. Cook Street, east side, from the north curbline of Wisconsin Street to Dodge Street.~~

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

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_ day of March, 2016.

\_\_\_\_\_  
JAMES R. CONNORS, Mayor

Attest:

\_\_\_\_\_  
SABRINA WASWO, City Clerk

First Reading: 3/14/16  
Second Reading:  
Adopted:  
Published:

**Discussion/Action on an Over the Line Violation and fee**

Kupsik/Wall motion to instruct the City Attorney to draft a change to the parking ordinance to include an over the line violation and fee.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voted “yes.” Unanimously carried.

**Plan Commission Recommendations – Alderman Kupsik**

**Discussion/Action on an Application for Land Division Review for a Certified Survey Map submitted by Kathleen B. King Trust, Patricia A Weitz, Trustee, 15509 S. Duncan Road, Oak Forest, IL 60452 for the parcel at 406 Curtis Street, Tax Key No. ZA124300002**

Kupsik/Kordus motion to approve including minor corrections on the CSM as recommended by the City Engineer.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voted “yes.” Unanimously carried.

**Discussion/Action on an Application for Land Division Review for a Certified Survey Map submitted by Philip & Kay Barrett, 234 W. Main Street, Lake Geneva, WI 53147 for the parcel at 234 W. Main Street, Tax Key No. ZPI 00013**

Kupsik/Kordus motion to approve including any corrections on the CSM as recommended by the City Engineer.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voted “yes.” Unanimously carried.

**Discussion/Action on Resolution 15-R33 on an application for a Comprehensive Plan Amendment submitted by James Gottinger for Lake Geneva Joint 1 School District, 208 South Street, Lake Geneva, WI 53147 for the parcel at 833 Wisconsin Street, Tax Key No. ZOP 00100 to change from Single-Family Residential Urban to Institutional and Community Services, and to start the amendment of the Comprehensive Plan on an expedited basis and set a Public Hearing on said matter before a joint meeting of the Plan Commission and City Council on August 17, 2015**

Kupsik/Howell motion to approve. Alderman Chappell questioned if the school currently owns the property. Mayor Connors said it is under contract with an agreement to purchase. City Administrator Oborn believes it is contingent upon Council approval. Alderman Hill was concerned with the expedited basis and shortening the five month process of changing zoning on a comprehensive plan amendment. She questioned if it was because the applicant is the school district. City Attorney Draper stated under the master plan of the implementation section there are three processes. The annual process done every ten years, and the process passed last year, which preserved in that section, is a section that allows for expedited review of certain comprehensive plan applications. It is based on unique economic opportunity that may be lost. It was explained to the Planning Commission that it had to be done quickly otherwise they may lose the opportunity to buy the house. The normal process would stretch on through November or December. Mr. Draper explained the unique opportunity in the resolution as it helps create parking that is direly needed around the school. He noted it was not approved by the Plan commission simply because it was a school district; it was because it was a unique opportunity. They have also have agreed to share that parking lot with the City when it is not in use, just like they do with the other school property.

Alderman Hill stated this is exactly what she takes issue with as virtually anyone that comes before the Council could say the bank or the buyer is not going to wait. Ms. Hill stated for her, that is not an extenuating circumstance. Alderman Kordus questioned if there was any additional costs to the City by expediting the process. Mr. Draper stated there is a reimbursement agreement that is signed by the school to pick up the cots. Alderman Chappell understands Ms. Hill’s comment as everyone would want the fast track.

Roll Call: Chappell, Wall, Kordus, Gelting, Kupsik, Hedlund, Howell voted “yes.” Motion carried 7 to 1 with Alderman Hill voting “no.”

**Discussion/Action on Resolution 15-R35 establishing Public Participation Procedures for a unique Comprehensive Plan Amendment outside the normal Comprehensive Plan Amendment process submitted by James Gottinger, for Lake Geneva Joint 1 School District, 208 South Street, Lake Geneva, WI 53147 for the parcel at 833 Wisconsin Street, Tax Key No. ZOP 00100 to change from Single-Family Residential Urban to Institutional and Community Services**

Kupsik/Howell motion to approve including staff recommendations and public notice to all properties within 300 feet when the public participation plan was adopted. Mayor Connors stated the Attorney has said the notification is included under selected public participation techniques. City Attorney Draper stated under the Comprehensive Plan



## Memorandum

**To:** Blaine Oborn, City Administrator

**From:** Sylvia Mullally, Parking Manager

**Re:** Recommendation to present to FLR  
Establish an "Over the line" parking violation and fine

**Date:** June 12, 2015

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As recommended by the Parking Commission, add to section 74-210 (i) TRAFFIC AND VEHICLES, of the Lake Geneva Municipal Code to read:

"Upon streets where parking is authorized by official signs or markers, where parking stalls are designated by markings on the pavement, it shall be a violation of this section for any vehicle to be parked outside of the lines or markings of a designated parking stall."

**Background:**

Currently, the City does not have an "over the line" violation for any on or off-street, metered or non-metered public parking stall. The purpose of lines or markings is to establish designated lawful parking spaces. The intent is that each vehicle parked in a public parking stall shall be parked within the immediate adjacent lines or markings so established. Allowing parkers to park outside of lines or markings block or hamper the immediate use of public facilities.

Recommended Fine: \$25.00

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



## Memorandum

TO: Mayor Connors and Common Council  
Finance, License and Regulation Committee (FLR)

CC: Blaine Oborn, City Administrator

FROM: Sylvia Mullally, Parking Manager

DATE: March 9, 2016

RE: 2017 Business Sticker Prorate

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### Background:

Currently, the City offers a \$25.00 rate for a 2 year parking sticker for business owners. Permit holders are allowed to park in a metered parking stall and are exempt from paying the meter in a 2 hour block of time once per day. Ownership of a permit does not guarantee the availability of a parking space. However, in an effort to regulate controls towards supply and demand it is in the best interest of the City to reevaluate business owner sticker pricing permits accordingly.

### Recommendation:

Staff recommends the Finance, License and Regulation Committee (FLR) consider raising the fee of business parking stickers from \$25.00 every two years prorated to \$15.00 on the second year **to** \$50.00 every 2 years prorated to \$25.00 on the second year on the City Fee Schedule effective January 1, 2017.

**RESOLUTION 16-R06**

WHEREAS, the Common Council approved the 2014-15 Capital Projects Budget for the City of Lake Geneva for capital expenditures to occur during 2015 but may be carried forward to 2016 with the approval of Common Council, and

WHEREAS, the unspent budget balances for the Police and Fire capital projects are as follows:

<u>Capital Project</u>	<u>Acct #</u>	<u>Budget Balance</u>
PD Computers	1501	\$ 8,669
FD Turnout Gear	1506	\$ 4,104
FD Pro-Phoenix Mobile Terminals	1505	\$ 15,000
FD Dive Equipment Upgrade	1504	\$ 2,300
FD Firehouse Roof	1422	\$ 76,375
FD Flashing/Tuckpointing	1423	\$ 10,000
FD Computers	1427	\$ 3,397
FD Inspector Mobile Computers	1501	\$ 2,903
FD Hose	1503	\$ 1,853
Total		\$124,601

WHEREAS the Department Heads with authority over these projects are requesting the unspent funds to be carried over for expenditure in 2016,

WHEREAS, the Police & Fire Commission approved this resolution at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Police and Fire Commission request that the Common Council adopt a budget amendment allowing for the carryforward of the Police and Fire capital project budget balances noted in the above list totaling \$124,601.00.

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R07**

WHEREAS, the Fire Department received Act 102 monies from the State of Wisconsin in the amount of \$5,343.97 in 2015, and,

WHEREAS, the Fire Department had \$6,104.11 in the Designated Fund Balance-EMS Act 102 Program account as of 1/1/15, and

WHEREAS, the Fire Department spent \$8,401.92 of their Act 102 monies in 2015, therefore, the 12/31/15 ending balance in this account should be adjusted to \$3,046.16, and

WHEREAS, the Police & Fire Commission have approved this transfer at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council approves the adjustment of the Designated Fund Balance-EMS Act 102 Program account as follows:

Decrease Acct # 11 00-00 3449, Designated Fund Balance-EMS Act 102, by \$3,057.95.

Increase Acct # 11 00-00 3480, Undesignated Fund Balance, by \$3,057.95.

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R08**

WHEREAS, the Fire Department received CPR Donations in the amount of \$2,290.00 and incurred CPR related expenses in the amount of \$1,878.52 in 2015, and

WHEREAS, the Fire Department had \$4,709.88 in the Designated Fund Balance-CPR Revenue account as of 1/1/15, and the new ending balance for 12/31/15 should now be \$5,121.36, and

WHEREAS, the Police & Fire Commission approved this transfer at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council approves the adjustment in the Designated Fund Balance-Fire CPR Revenue account as follows:

Increase Acct # 11 00-00 3438, Designated Fund Balance- Fire CPR Revenue, by \$411.48  
Decrease Acct # 11 00-00 3480, Undesignated Fund Balance, by \$411.48

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R09**

WHEREAS, the Fire Department received donated monies in the amount of \$2,268.60 in 2015, and,

WHEREAS, the Fire Department had \$12,126.20 in the Designated Fund Balance-Fire Donations account as of 1/1/15, and

WHEREAS, the Fire Department spent \$2,220.70 of their donated monies in 2015 and therefore, the 12/31/15 ending balance for this account should be adjusted to \$12,174.10, and

WHEREAS, the Police & Fire Commission approved this transfer at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council approves the adjustment of the Designated Fund Balance-Fire Donations account as follows:

Increase Acct # 11 00-00 3437, Designated Fund Balance-Fire Donations, by \$47.90

Decrease Acct # 11 00-00 3480, Undesignated Fund Balance, by \$47.90

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R10**

WHEREAS, the Police Department received donations in the amount of \$200.00 during 2015 of which \$3,000.00 was budgeted, and

WHEREAS, the Police Department had \$2,642.08 in the Designated Fund Balance-PD Donations account as of 1/1/15, and

WHEREAS, the Police Department spent \$0.00 of their donated monies in 2015, therefore the 12/31/15 balance in the Designated Fund Balance-PD Donations account should be \$2,842.08, and

WHEREAS, the Police & Fire Commission approved this adjustment at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council approves an adjustment in the Designated Fund Balance-PD Donations account as follows:

Increase Acct # 11 00-00 3467, Designated FB-PD Donations, by \$200.00  
Decrease Acct # 11 00-00 3480, Undesignated Fund Balance, by \$200.00

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R11**

WHEREAS, the Police Department received \$3,253.00 as a result of State seizures during 2015, and

WHEREAS, the Police Department had \$1,984.49 in the Designated Fund Balance-PD State Seizures account as of 1/1/15, and

WHEREAS, the Police Department spent \$0.00 of their State seizure monies in 2015 which left 2015 unspent seizure monies of \$3,253.00 and therefore, the balance in the Designated Fund Balance-PD State Seizures account as of 12/31/15 should be \$5,237.49, and

WHEREAS, the Police & Fire Commission approved this transfer at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council approves the adjustment in the Designated Fund Balance-PD State Seizures account as follows:

Increase Acct # 11 00-00 3468, Designated FB-PD State Seizures, by \$3,253.00  
Decrease Acct # 11 00-00 3480, Undesignated Fund Balance, by \$3,253.00

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**Resolution 16-R12**

WHEREAS, the Police Department has a Designated Fund Balance-PD Uniform Allowance account to reserve monies equal to the unspent employee uniform allowance balances that may be carried over from year to year per Union agreement, and

WHEREAS, this Designated Fund Balance-PD Uniform Allowance Account had a balance of \$5,656.04 as of 1/1/15, and

WHEREAS, the Police employees' unspent uniform allowance balance at 12/31/15 amounts to \$8,479.20, and

WHEREAS, the Police & Fire Commission approved this resolution at their meeting held March 10, 2016,

BE IT THEREFORE RESOLVED, that the Common Council adopt this resolution to adjust the 2015 Fund Balance accounts as follows:

Decrease Acct # 11 00-00 3480, Undesignated Fund Balance by \$2,823.16,  
Increase Acct # 11 00-00 3439, Designated FB-PD Uniform Allowance, by \$2,823.16

Adopted this 14<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Waswo, City Clerk

**RESOLUTION 16-R14**

**RESOLUTION ENCOURAGING AND SUPPORTING THE UNDERTAKING OF A STUDY  
BY WALWORTH COUNTY ON ALTERNATIVE LONG-TERM SERVICE DELIVERY  
OPTIONS  
RELATIVE TO FIRE AND/OR EMERGENCY MEDICAL (EMS) SERVICES**

**WHEREAS**, the majority of Walworth County receives fire and ems services through volunteer municipal departments who have and continue to demonstrate their commitment to their respective communities through these volunteer efforts;

**WHEREAS**, a number of factors such as more volunteers working outside of the community and therefore unavailable for daytime incidents, increases in call volume (especially in the area of emergency medical responses) making it harder for local businesses to allow an employee to respond during work hours, and increases in training requirements are stressing volunteer systems;

**WHEREAS**, there is a significant correlation, dependent on the nature of the call, between response time and effectiveness of the response and as such effective primary and secondary response areas may transcend corporate boundaries;

**WHEREAS**, fire and EMS services are a County-wide concern and viewing long-term alternative delivery service options from this larger geographical area may enhance the process of identifying primary and secondary response areas from a broader “best practices” response perspective;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Lake Geneva hereby asks that the Walworth County Board consider undertaking a County-Wide study on long-term alternative service delivery options relative to Fire and/or Emergency Medical (EMS) services.

Adopted this \_\_ day of March, 2016

\_\_\_\_\_  
James R. Connors, Mayor

\_\_\_\_\_  
Tom Hartz, Police and Fire President

\_\_\_\_\_  
Attest: Sabrina Waswo, City Clerk

# **BY-LAWS GENEVA LAKE USE COMMITTEE**

## **Name**

The name of this organization shall be the **Geneva Lake Use Committee (GLUC)**.

## **Mission Statement**

*To maintain the safe and uniform use of Geneva Lake now and in the future. GLUC is a recommending body. Its recommendations shall be presented to each funding community for joint uniform consideration and action.*

## **Objects**

The objects and purpose of the GLUC shall be to encourage and promote the following:

Recommend changes and revisions to the Joint Uniform Lake Ordinances for Geneva Lake, Wisconsin to maintain the safe and uniform use of the Lake.

## **Membership**

Membership will come from the following communities:

Village of Fontana\*  
City of Lake Geneva\*  
Town of Linn\*  
Town of Walworth  
Village of Williams Bay\*

\* Funding community as of January 1, 2015

Membership shall be established in the following manner:

The Chief Executive Officers of the governing body of each funding community shall appoint two members of the GLUC; one shall be a member of the legislative body of their community and the other shall be a layperson residing within their community.

Should the Town of Walworth wish to become a funding community in the future, the Chief Executive Officers shall appoint a member of that town's legislative body and a layperson residing within that community to the GLUC, such members shall enjoy the same rights and privileges as all other members of the GLUC.

Effective January 1, 2016, each funding community shall contribute \$750.00 annually.

## **Resignation by any committee member**

Any and all resignations shall be in letter form and either mailed or hand-delivered to the GLUC Chairperson.

### **Non-member public participation**

All members of the public may attend the GLUC meetings, however, only GLUC members have the right to vote.

### **Meetings and Elections**

Meetings shall be held as needed on the third Tuesday of the month. At least five days written notice shall be given to all members and the public prior to each meeting. A special meeting of the GLUC may be called by the Chairperson or upon the request of three or more members. "Notice to the Public" is defined as Public Notice Posting by each funding community at their standard designated locations.

A quorum will consist of five GLUC members. Discussion can take place at any publicly noticed meeting with or without a quorum; however, no action shall be taken when a quorum is not present.

All recommendations to participating communities require the affirmative vote of a majority of the members attending a meeting when a quorum is present.

### **The order of the meetings shall be as follows:**

- Call to order
- Roll call either written or verbal
- Approval of Minutes from last meeting
- Public comments (limited to five minutes per person)
- Correspondence received
- Secretary/Treasurer report
- New business
- Old business
- Adjournment

### **Officers and their powers and duties**

Officers of the GLUC shall consist of a Chairperson and a Secretary/Treasurer.

### **Chairperson**

Term – the Chairperson shall serve a two-year term from May 1<sup>st</sup> through April 30<sup>th</sup> of the second year.

Appointment – beginning January 1, 2016, the Chairperson shall be the elected official member from the Town of Linn. The Chairperson shall change on May 1<sup>st</sup> of each odd-numbered year beginning May 1, 2017 and will be the elected official member from the following community in the following order: Fontana, Walworth (if they become a contributing member), Williams Bay, Lake Geneva, and Linn.

The Chairperson shall preside at all meetings of the GLUC. In the event the Chairperson will be absent from a meeting, the Chairperson shall appoint an elected official from a

funding community to serve as a temporary Chairperson. In the event of an unanticipated absence, the GLUC shall select a Chairperson, by majority vote of all members present, from the elected officials present at the meeting.

The Chairperson is responsible for establishing the agenda of each meeting by supplying the proper information to the Secretary/Treasurer prior to the posting date. The Chairperson shall run all meetings according to Robert's Rules of Order.

### **Secretary/Treasurer**

**Term/Compensation** – Effective January 1, 2016, the Secretary/Treasurer will hold office for a five-year term, and will be compensated in the amount of \$1,000.00 per year, paid semi-annually in arrears. The Secretary/Treasurer may be removed with or without cause by a majority vote of the elected officials of the funding communities that serve on the GLUC.

**Appointment** – The GLUC will recommend to the Chief Executive Officers of the governing bodies of each funding community one or more candidates for the office of Secretary/Treasurer. The Chief Executive Officers shall select one candidate and present their recommendation of that candidate for the office of Secretary/Treasurer to their respective governing body for approval. Appointment of the Secretary/Treasurer requires unanimous approval of all funding communities.

Expenses incurred by the Secretary/Treasurer shall be forwarded to the GLUC for approval of payment at each meeting. The Secretary/Treasurer is an appointed position, and is not a voting member of the GLUC.

The Secretary/Treasurer shall keep track of all dues paid by each municipality and invoices by each municipality and invoices paid from the GLUC checkbook. The Secretary/Treasurer shall give a report at all meetings. The Secretary/Treasurer shall prepare all finance books for audit by designated members at each January meeting.

The Secretary/Treasurer shall take Minutes of all meetings and forward copies of said Minutes to all members five days prior to the next meeting for review. The Secretary/Treasurer will only place those items on the agenda that are directed by the Chairperson or as directed by the GLUC at a duly called meeting.

### **Expenses**

All expenses of the GLUC will be shared equally by the funding communities.

Any expenses above \$500.00 will require the approval of all the Legislative bodies of the funding communities (excludes the Secretary/Treasurer's salary of \$1,000 per year.)

### **Dissolution**

Any funding communities as of January 1, 2015 may withdraw from the GLUC upon thirty days written notice to the other participating communities after which time the GLUC shall be dissolved. (See Membership Section for Funding Communities as of January 1, 2015.)



# Public Works Committee

## Alderman Bob Kordus, Chairman

Alderman Chris Gelting  
Alderman Ken Howell

Alderman Al Kupsik  
Alderman Sarah Hill

Director of Public Works Daniel S. Winkler, P.E. Phone (262) 248-2311  
Tom Earle, Assistant Director of Public Works Phone (262) 248-6644

City of Lake Geneva 626 Geneva Street  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

Lake Geneva, WI 53147-1914  
Phone: (262) 248-3673

DATE: March 9, 2016

### MEMORANDUM

TO: Blaine Oborn  
City Administrator

FROM: Daniel S. Winkler, P.E. \_\_\_\_\_  
Director of Public Works & Utilities

SUBJECT: 2016 Spring Tree Planting Bids

#### Background

Bids were opened on March 9, 2016 for the above project. This memo discusses the results.

#### Discussion

As directed by the Public Works Committee, an additional \$80,000 plus in TIF#4 funding was bid for the planting of additional trees.. The bid results are:

<u>Contractor</u>	<u>Section No.</u>	<u>Bid Amount</u>
<b>Dan Larsen Landscaping</b>	<b>1-City Parkway Trees</b>	<b>\$31,465.00</b>
	<b>2-Dunn Field/Dog Park/Disc</b>	<b>\$38,230.00</b>
	<b>3-Main Street Parkway</b>	<b>\$ 7,680.00</b>
	<b>4-Riviera Plaza</b>	<b>\$14,630.00</b>
	<b>5-Fermano Park</b>	<b>\$15,710.00</b>
	<b>6-Veterans Park</b>	<b>\$36,822.00</b>
	<b>Grand Total</b>	<b>\$144,537.00</b>
	<b>Bid Alternate-Watering</b>	<b>\$27,075.00</b>

All Ways Contractors	No Bid
Breckenridge Landscaping	No Bid
Glen Fern Construction	No Bid
Mohr Construction	No Bid
Paul Swartz Nursery	No Bid
Treescapes Inc.	No Bid

Due to the scope of the project, Dan Larsen was the only contractor to bid the project. They have the 2015 Fall Tree Planting contract with the City and have done tree planting work in the City for years.

Items Sections Nos. 1, 2, and 3 total \$77,375.00. Item No. 4 at the Riviera is \$14,630.00.

**Recommendation**

It is recommended to award the 2016 Spring Tree Planting Contract to Dan Larsen Landscaping in the amount of \$92,005.00. The allocation would be \$77,375.00 to the TIF trees budget and \$14,630.00 to the Riviera Front Lawn Restoration budget. The City Arborist would finalize where the trees would be planted and distribute some of the trees in Section No. 2 to Veterans Park as he deems appropriate.

Cc: Tom Earle  
File

**CITY OF LAKE GENEVA - 2016 SPRING TREE PLANTING**  
**PROJECT NO. TR-16-05**  
**BID OPENING DATE: MARCH 9, 2016 10:30 AM CITY HALL**

COMPANY ADDRESS CITY/STATE		All Ways Contractors Inc (414) 491 6906			Breckenridge Landscape (262) 742 2299			Dan Larsen Landscaping Inc (262)375-6106			Glen Fern Construction (262) 745-3044			Mohr Construction (262) 515-6647			Paul Swartz Nursery (262) 537-8083			Treescapes Inc. (262) 363-5499		
PRE-QUALIFIED (YES/NO)																						
BID BOND (YES/NO)								\$7,226.00														
ADDENDUM #1 RECEIVED (YES/NO)																						
ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL
<b>I. CITY STREET PARKWAYS</b>																						
	1. Prospector Elm	14						14	369.00	5,166.00												
	2. Bur Oak	17						17	399.00	6,783.00												
	3. Pyramidal Hornbeam	7						7	375.00	2,625.00												
	4. Common Hackberry	10						10	399.00	3,990.00												
	5. Kentucky Coffee Tree	7						7	369.00	2,583.00												
	6. Redmond Linden	13						13	289.00	3,757.00												
	7. Deborah Maple	6						6	279.00	1,674.00												
	8. Skyline Honey Locust	8						8	329.00	2,632.00												
	<i>Total Tree Count:</i>	<i>82</i>																				
I. A.	Staking of trees with 7" steel stakes	41						41	15.00	615.00												
I. B.	Over-excavation and placement of topsoil & fertilizer	41						41	40.00	1,640.00												
<b>TOTAL CITY STREET PARKWAY BASE BID:</b>										<b>\$ 31,465.00</b>												
<b>II. DUNN FIELD/WHITE RIVER DOG PARK/DISC GOLF PARKS</b>																						
	9. Prospector Elm	24						24	\$ 369.00	\$ 8,856.00												
	10. Bur Oak	16						16	\$ 399.00	\$ 6,384.00												
	11. Common Hackberry	20						20	\$ 399.00	\$ 7,980.00												
	12. Kentucky Coffee Tree	10						10	\$ 369.00	\$ 3,690.00												
	13. Redmond Linden	20						20	\$ 289.00	\$ 5,780.00												
	14. Deborah Maple	10						10	\$ 279.00	\$ 2,790.00												
	<i>Total Tree Count:</i>	<i>100</i>																				
II. A.	Staking of trees with 7" steel stakes	50						50	15.00	750.00												
II. B.	Over-excavation and placement of topsoil & fertilizer	50						50	40.00	2,000.00												
<b>TOTAL DUNN FIELD/DOG PARK/DISC GOLF BASE BID:</b>										<b>38,230.00</b>												
<b>III. STH 50 (MAIN STREET) PARKWAY TREE REPLACEMENTS</b>																						
	15. Prospector Elm	5						5	\$ 369.00	\$ 1,845.00												
	16. Common Hackberry	5						5	\$ 399.00	\$ 1,995.00												
	17. Kentucky Coffee Tree	5						5	\$ 369.00	\$ 1,845.00												
	18. Redmond Linden	5						5	\$ 289.00	\$ 1,445.00												
	<i>Total Tree Count:</i>	<i>20</i>																				
III. A.	Staking of trees with 7" steel stakes	10						10	\$ 15.00	\$ 150.00												
III. B.	Over-excavation and placement of topsoil & fertilizer	10						10	\$ 40.00	\$ 400.00												
<b>TOTAL SOUTH 50 (MAIN STREET) BASE BID:</b>										<b>7,680.00</b>												
<b>IV. RIVIERA PLAZA TREES</b>																						
	19. Prairie Fire Crabapple (4" DBH)	10						10	495.00	4,950.00												
	20. Concolor Fir	1						1	375.00	375.00												
	<i>Total Tree Count</i>	<i>11</i>																				
	21. Taxus Hedge	192 L.F.						192	25.00	4,800.00												
	22. Remove existing shrubbery & place topsoil & sod	Lump Sum						1	3,900.00	3,900.00												
<b>TOTAL RIVIERA PLAZA BASE BID:</b>										<b>14,630.00</b>												
<b>V. FERMANO PARK</b>																						

CITY OF LAKE GENEVA - 2016 SPRING TREE PLANTING  
 PROJECT NO. TR-16-05  
 BID OPENING DATE: MARCH 9, 2016 10:30 AM CITY HALL

	23. Prospector Elm	10				10	369.00	3,690.00											
	24. Bur Oak	5				5	399.00	1,995.00											
	25. Common Hackberry	10				10	399.00	3,990.00											
	26. Kentucky Coffee Tree	5				5	369.00	1,845.00											
	27. Redmond Linden	5				5	289.00	1,445.00											
	28. Honey Locust Shade Master	5				5	329.00	1,645.00											
	<b>Total Tree Count</b>	<b>40</b>																	
V. A.	Staking of trees with 7' steel stakes	20				20	15.00	300.00											
V. B.	Over-excavation and placement of topsoil & fertilizer	20				20	40.00	800.00											
	<b>TOTAL FERMANO PARK BASE BID:</b>							<b>15,710.00</b>											
VI.	<b>VETERANS PARK</b>																		
	29. Prospector Elm	17				17	369.00	6,273.00											
	30. Bur Oak	5				5	399.00	1,995.00											
	31. Common Hackberry	16				16	399.00	6,384.00											
	32. Kentucky Coffee Tree	10				10	369.00	3,690.00											
	33. Redmond Linden	15				15	289.00	4,335.00											
	34. Honey Locust Shade Master	1				1	329.00	329.00											
	35. Autumn Blaze Master	10				10	369.00	3,690.00											
	36. Japanese Lilac	5				5	329.00	1,645.00											
	37. Redbud	1				1	289.00	289.00											
	38. Deborah Maple	5				5	279.00	1,395.00											
	39. Black Hills Spruce	13				13	169.00	2,197.00											
	40. Eastern White Pine	6				6	169.00	1,014.00											
	41. Siberian Spruce	4				4	179.00	716.00											
	<b>Total Tree Count</b>	<b>108</b>																	
VI. A.	Staking of trees with 7' steel stakes	54				54	15.00	810.00											
VI. B.	Over-excavation and placement of topsoil & fertilizer	54				54	40.00	2,160.00											
	<b>TOTAL VETERANS PARK BASE BID:</b>							<b>36,822.00</b>											
	<b>GRAND TOTAL:</b>							<b>144,537.00</b>											
	<b>ALTERNATE BID ITEMS</b>																		
	Water trees through first season	361				361	75.00	\$ 27,075.00											



# Public Works Committee

## Alderman Bob Kordus, Chairman

Alderman Chris Gelting  
Alderman Ken Howell

Alderman Al Kupsik  
Alderman Sarah Hill

Director of Public Works Daniel S. Winkler, P.E. Phone (262) 248-2311  
Tom Earle, Assistant Director of Public Works Phone (262) 248-6644

City of Lake Geneva 626 Geneva Street  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

Lake Geneva, WI 53147-1914  
Phone: (262) 248-3673

DATE: March 9, 2016

## MEMORANDUM

TO: Blaine Oborn  
City Administrator

FROM: Daniel S. Winkler, P.E. DSW  
Director of Public Works & Utilities

SUBJECT: Main Street Lighting Bids

### Background

Bids were opened on March 9, 2016 for the City's Main Street Lighting project. This memo discusses the results.

### Discussion

Bids for the installation of ornament street lights along the north side of Main Street where Alliant is removing its overhead lines and poles were opened. The bid results are:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
<b>Wil-Surge Electric</b>	<b>\$43, 810.00 (as corrected)</b>	<b>\$400.00</b>
Humphreys Contracting	\$53,624.00	-0-
Pro-Electric	\$75,550.42	\$100.00
Pieper Power	\$76,091.25	-0-
Outdoor Lighting	\$76,181.56	\$3,435.00

The low bid is that of Wil-Surge in the amount of \$43,810.00. The alternate bid would be a reduction to the contract if the City assisted with transporting and setting the poles. The amount is not worth the City Street Department getting involved with the work. Wil-Surge performed on the North Broad Street lighting project as well as was the sub-contractor who did the electrical work on the Brunk Pavilion. The DPW's estimate was \$67,450.

### Recommendation

It is recommended to award the Main Street Lighting bid to Wil-Surge Electric in the amount of \$43,560.00.

Cc: Tom Earle  
File

**CITY OF LAKE GENEVA  
MAIN STREET LIGHTING REPLACEMENT  
PROJECT NO. TST-16-04B**

**BID OPENING DATE: MARCH 9, 2016 10:00 AM CITY HALL**

COMPANY ADDRESS CITY/STATE		ENGINEER'S ESTIMATE			AW Oakes (262) 886-4474			Enterprise Lighting (262) 953-6840			Humphreys Construction (262) 749-8438			Mohr Construction (262) 515-6647			
PRE-QUALIFIED (YES/NO)											Yes						
BID BOND (YES/NO)											\$2,700						
ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	
1	Assemble, Transport & Install Single Headed Street Light, each	9	750.00	6,750.00	9			9			9	\$ 420.00	3,780.00	9			
2	Assemble, Transport & Install Double Headed Light, each	5	900.00	4,500.00	5			5			5	\$ 580.00	2,900.00	5			
3	2" PVC Conduit, Trenched L.F.	600	20.00	12,000.00	600			600			600	\$ 7.99	4,794.00	600			
4	New Street Light Concrete Bases, each	14	800.00	11,200.00	14			14			14	\$ 2,000.00	28,000.00	14			
5	Cable Wiring for Street Lighting, L.F.	2,500	5.00	12,500.00	2,500			2,500			2,500	\$ 1.29	3,225.00	2,500			
6	Cable Wiring for Electric Outlets, L.F.	2,500	3.00	7,500.00	2,500			2,500			2,500	\$ 1.19	2,975.00	2,500			
7	Electrical Service Complete, L.S.	1	8,000.00	8,000.00	1			1			1	\$ 4,375.00	4,375.00	1			
8	Restoration, L.S.	1	5,000.00	5,000.00	1			1			1	\$ 3,575.00	3,575.00	1			
<b>BASE BID</b>				<b>\$ 67,450.00</b>										<b>\$ 53,624.00</b>			
<b>ALTERNATE BID ITEMS</b>																	
A1	Credit to the City if the City delivers light units....			\$							1		\$ -				

COMPANY ADDRESS CITY/STATE		ENGINEER'S ESTIMATE			Outdoor Lighting Construction Co. Inc (414) 354-9176			Pieper Power (414) 462-7700			Pro Electric Inc (262) 289-1900			Wil-Surge Electric Inc. (262) 781-9210					
PRE-QUALIFIED (YES/NO)																			
BID BOND (YES/NO)					5%			5%			5%			5%					
ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL	QTY.	UNIT PRICE	TOTAL			
1	Assemble, Transport & Install Single Headed Street Light, each	9	750.00	6,750.00	9	\$ 1,332.56	\$ 11,993.04	9	\$ 777.33	6,995.97	9	\$ 867.90	\$ 7,811.10	9	\$ 500.00	\$ 4,500.00			
2	Assemble, Transport & Install Double Headed Light, each	5	900.00	4,500.00	5	\$ 1,506.26	\$ 7,531.30	5	\$ 832.85	4,164.25	5	\$ 1,017.69	\$ 5,088.45	5	\$ 600.00	\$ 3,000.00			
3	2" PVC Conduit, Trenched	600	20.00	12,000.00	600	\$ 9.77	\$ 5,862.00	600	\$ 11.80	7,080.00	600	\$ 6.60	\$ 3,960.00	600	\$ 14.50	\$ 8,700.00			
4	New Street Light Concrete Bases, each	14	800.00	11,200.00	14	\$ 1,120.25	\$ 15,683.50	14	\$ 868.72	12,162.08	14	\$ 979.17	\$ 13,708.38	14	\$ 640.00	\$ 8,960.00			
5	Cable Wiring for Street Lighting, L.F.	2,500	5.00	12,500.00	2,500	\$ 4.12	\$ 10,300.00	2,500	\$ 5.28	13,200.00	2,500	\$ 6.15	\$ 15,375.00	2,500	\$ 2.10	\$ 5,250.00			
6	Cable Wiring for Electric Outlets, L.F.	2,500	3.00	7,500.00	2,500	\$ 3.97	\$ 9,925.00	2,500	\$ 3.92	9,800.00	2,500	\$ 5.74	\$ 14,350.00	2,500	\$ 1.20	\$ 3,000.00			
7	Electrical Service Complete, L.S.	1	8,000.00	8,000.00	1	\$ 9,685.28	\$ 9,685.28	1	\$ 8,650.43	8,650.43	1	\$ 10,018.15	\$ 10,018.15	1	\$ 7,400.00	\$ 7,400.00			
8	Restoration, L.S.	1	5,000.00	5,000.00	1	\$ 5,201.40	\$ 5,201.40	1	\$ 14,039.02	14,039.02	1	\$ 5,239.34	\$ 5,239.34	1	\$ 3,000.00	\$ 3,000.00			
<b>BASE BID</b>				<b>\$ 67,450.00</b>				<b>\$ 76,181.52</b>				<b>\$ 76,091.75</b>				<b>\$ 75,550.42</b>			
<b>ALTERNATE BID ITEMS</b>																			
A1	Credit to the City if the City delivers light units....			\$	1		\$ 3,535.00	1		\$ -	1		\$ 100.00	1		\$ 400.00			



# TIME WARNER CABLE

1320 N. Dr. Martin Luther King Jr., Dr.  
Milwaukee, WI 53212-3980  
414-908-4789 office  
wis.engineering@twcable.com

Dan Winkler  
City of Geneva  
lgwater@genevaonline.com  
262-248-2311

Friday, March 11, 2016

Subject: Relocation of Time Warner Cable facilities for private construction.

TWC project: DOCK ID 1250807

RELOCATION COST: \$118,451

This relocation cost only applies to Time Warner Cable facilities. This quote is valid for 90 days. Relocation costs must be paid prior to construction and signed document must be received by Time Warner Cable. Work will not be released to begin our design / construction departments until signatures and payment has been received.

Please mail payment to and make check payable to:

Time Warner Cable

Attention: Steve Storm

1320 N Dr Martin Luther King Jr Dr

Milwaukee, WI 53212

## Customer Approval

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

# JOB INFORMATION - RELOCATION AERIAL TO UNDERGROUND - MAIN ST - LAKE GENEVA.

## INDEX

- COVER
- EROSION
- FRAC-OUT PLAN
- PEDS USED
- TWC - SYSTEM PRINTS - Existing (1 THRU 3)

## DESIGN

- LOCATION - (PAGES)
- MAIN STREET - (1, 2, 3, 4, 5)

## REASON FOR RELOCATION

THE CITY OF LAKE GENEVA WOULD LIKE THE UTILITIES TO GO FROM AERIAL TO UNDERGROUND

## NOTE:

WRECKOUT EXISTING AERIAL FACILITIES AFTER ACTIVATION OF NEW FACILITIES HAS BEEN COMPLETED.

## CONSTRUCTION NOTES: BURY CABLE AT A MINIMUM OF 36" DEPTH UNLESS OTHERWISE NOTED ON PRINTS.

THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

### NOTES:

1. A CITY OF LAKE GENEVA PERMIT IS REQUIRED
2. RESTORE ALL DISTURBED LAWN AREAS WITH TOPSOIL AND SEED AND COMPLY WITH ANY PROVISIONS SET FORTH BY THE MUNICIPALITIES AS STATED IN THE TERMS & CONDITIONS OF THE PERMIT. (DAY LIGHTING OF WATER, SEWER AND STORM...)
3. ANY SIDEWALKS, STREETS, AND ALLEYS THAT WILL NEED TO BE CUT OR REMOVED WILL BE PATCHED OR REPLACED IN ACCORDANCE WITH MUNICIPALITY'S SPECIFICATIONS.

## FIBER INFORMATION

### CLA FIBER: NO

(75' HAS BEEN ADDED FOR EACH SPLICE TAIL)

(15% HAS BEEN ADDED TO ALL TOTALS)

72CT TRENCH: 2937'

72CT AERIAL: 606'

48CT TRENCH: 2937'

48CT AERIAL: 785'

36CT TRENCH: 2937'

36CT AERIAL: 2759'

6CT TRENCH: 2937'

6CT AERIAL: 2493'



	<b>LEGEND</b>				<b>LINETYPES</b>				PROJECT #102508			ADDRESS MAIN ST.		LOCATION LAKE GENEVA, WI						
	<ul style="list-style-type: none"> <li>⊗ JOINT POLE</li> <li>⊙ NEW JOINT POLE</li> <li>× POWER POLE</li> <li>× NEW POWER POLE</li> <li>○ TELEPHONE POLE</li> <li>● NEW TELEPHONE POLE</li> <li>■ EXISTING PEDESTAL</li> <li>■ NEW PEDESTAL</li> </ul>	<ul style="list-style-type: none"> <li>▲ ANCHOR</li> <li>▲ NEW ANCHOR</li> <li>▲ JOINT ANCHOR</li> <li>▲ NEW JOINT ANCHOR</li> <li>▲ FOREIGN ANCHOR</li> <li>▲ DOWNGUY</li> <li>▲ NEW DOWNGUY</li> <li>○ UTILITY VALVE</li> </ul>	<ul style="list-style-type: none"> <li>⊠ MANHOLE</li> <li>○ EXISTING FIBER COIL</li> <li>○ NEW FIBER COIL</li> <li>⊠ EXISTING HAND HOLE</li> <li>⊠ NEW HAND HOLE</li> <li>○ SHRUBS</li> <li>○ DECIDUOUS TREE</li> </ul>	<ul style="list-style-type: none"> <li>✈ NEW GROUND</li> <li>— PROPERTY LINE</li> <li>— ROADWAY CENTERLINE</li> <li>● FIBER WARNING SIGN</li> <li>⊕ TRAFFIC LIGHT</li> <li>⊕ HYDRANT</li> <li>⊕ SIGNS</li> <li>⊕ STREET LIGHT</li> <li>⊕ CONIFEROUS TREE</li> </ul>	<ul style="list-style-type: none"> <li>— STRAND PROPOSED</li> <li>— STRAND EXISTING</li> <li>— JOINT U/G WITH POWER</li> <li>— CABLE TV</li> <li>— FIBER</li> <li>— TELEPHONE</li> <li>— CITY CONDUIT</li> <li>— GAS</li> <li>— ELECTRICAL</li> <li>— MMSD</li> <li>— STG</li> <li>— SANITARY</li> <li>— WATER</li> <li>— STEAM</li> <li>— ROW</li> </ul>			1320 N DR MARTIN LUTHER KING MILWAUKEE, WI 53212		FIELD BY: Darrell Gore DRAFTED BY: Darrell Gore DESIGNED BY: Darrell Gore ASBUILTS BY:		DATE:		DATE:		DATE:		DATE:		
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DATE:											DATE:		DATE:		DATE:					

GENERAL WETLAND / EROSION CONTROL NOTES

- NO WORK WILL BE PERFORMED WITHIN THE BANKS OR BELOW THE ORDINARY HIGH WATERMARK OF THE UNNAMED WATERWAY OR TRIBUTARIES.
- AS MUCH AS PRACTICABLE, THE MAJORITY OF WORK WILL BE STAGED FROM THE PUBLIC ROADWAYS AND ROAD SHOULDERS, KEEPING EQUIPMENT OUT OF ADJACENT WETLANDS
- ALL WORK WILL BE CONDUCTED TO MINIMIZE SOIL DISTURBANCE. NO RUTTING WILL BE ALLOWED WITHIN THE WETLANDS
- IF SOILS ARE NOT FROZEN OR STABLE TO A POINT THAT AVOIDS RUTTING, TIMBER MATS, MUD TRACKS, OR EQUIVALENT WILL BE UTILIZED TO ACCESS POLE LOCATIONS
- EXCAVATED SPOILS WILL NOT BE STOCKPILED IN WETLANDS
- ALL EXCESS SPOILS WILL BE REMOVED FROM WETLANDS AND PLACED IN A SUITABLE UPLAND LOCATION.
- TRENCHING AND PIT EXCAVATIONS WITHIN WETLANDS WILL INCLUDED SOIL SEGREGATION TO FACILITATE RESTORATION OF RE-CONSTRUCTION SOIL STRATIFICATION, AND RESTORATION TO PRE-CONSTRUCTION ELEVATIONS.
- POLES SCHEDULED TO BE REMOVED, AND THAT OCCUR WITHIN WETLAND, WILL BE CUT AND GROUND SURFACE, DEWATERING OF PITS OR TRENCHES MUST BE ONE IN ACCORDANCE WITH STATE STANDARDS. USE AN APPROVED SEDIMENT BAG, A COMBINATION OF A SEDIMENT BAG AND STRAW BALE DEWATERING STRUCTURE, OR EQUIVALENT.
- ANY DISTURBED WETLAND SOIL WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF THE UNNAMED WATERWAY WILL BE STABILIZED WITHIN 24 HOURS OF CONSTRUCTION COMPLETION.
- IF SOIL DISTURBANCE OCCURS ON SLOPES LEADING TO WETLANDS, OR WITHIN WETLAND, THE DISTURBED AREAS WILL BE STABILIZED AND APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED. EROSION CONTROL MEASURES WILL MEET OR EXCEED THE APPROVED WDNR STORM WATER MANAGEMENT TECHNICAL STANDARDS AS OUTLINED IN : [HTTP://DNR.WI.GOV/RUNOFF/STORMWATER/TECHSTDS.HTM](http://DNR.WI.GOV/RUNOFF/STORMWATER/TECHSTDS.HTM).
- ALL OF THE PERMIT CONDITIONS WILL BE MET DURING CONSTRUCTION OF THE PROJECT.

	<p align="center"><b>LEGEND</b></p> <table border="0"> <tr> <td>● JOINT POLE</td> <td>▲ ANCHOR</td> <td>□ MANHOLE</td> <td>✚ NEW GROUND</td> </tr> <tr> <td>● NEW JOINT POLE</td> <td>▲ NEW ANCHOR</td> <td>○ EXISTING FIBER COIL</td> <td>— PROPERTY LINE</td> </tr> <tr> <td>× POWER POLE</td> <td>▲ JOINT ANCHOR</td> <td>○ NEW FIBER COIL</td> <td>— ROADWAY CENTERLINE</td> </tr> <tr> <td>× NEW POWER POLE</td> <td>▲ NEW JOINT ANCHOR</td> <td>□ EXISTING HAND HOLE</td> <td>● FIBER WARNING SIGN</td> </tr> <tr> <td>○ TELEPHONE POLE</td> <td>▲ FOREIGN ANCHOR</td> <td>□ NEW HAND HOLE</td> <td>⊕ TRAFFIC LIGHT</td> </tr> <tr> <td>● NEW TELEPHONE POLE</td> <td>▲ DOWNGUY</td> <td>○ SHRUBS</td> <td>⊕ HYDRANT</td> </tr> <tr> <td>■ EXISTING PEDESTAL</td> <td>▲ NEW DOWNGUY</td> <td>○ DECIDUOUS TREE</td> <td>⊕ STREET LIGHT</td> </tr> <tr> <td>■ NEW PEDESTAL</td> <td>○ UTILITY VALVE</td> <td>○ CONIFEROUS TREE</td> <td></td> </tr> </table>				● JOINT POLE	▲ ANCHOR	□ MANHOLE	✚ NEW GROUND	● NEW JOINT POLE	▲ NEW ANCHOR	○ EXISTING FIBER COIL	— PROPERTY LINE	× POWER POLE	▲ JOINT ANCHOR	○ NEW FIBER COIL	— ROADWAY CENTERLINE	× NEW POWER POLE	▲ NEW JOINT ANCHOR	□ EXISTING HAND HOLE	● FIBER WARNING SIGN	○ TELEPHONE POLE	▲ FOREIGN ANCHOR	□ NEW HAND HOLE	⊕ TRAFFIC LIGHT	● NEW TELEPHONE POLE	▲ DOWNGUY	○ SHRUBS	⊕ HYDRANT	■ EXISTING PEDESTAL	▲ NEW DOWNGUY	○ DECIDUOUS TREE	⊕ STREET LIGHT	■ NEW PEDESTAL	○ UTILITY VALVE	○ CONIFEROUS TREE		<p align="center"><b>LINETYPES</b></p> <table border="0"> <tr> <td>— STRAND PROPOSED</td> <td>— OH</td> <td>— OH</td> </tr> <tr> <td>— STRAND EXISTING</td> <td>— OH</td> <td>— OH</td> </tr> <tr> <td>— JOINT U/G WITH POWER</td> <td>— OH</td> <td>— OH</td> </tr> <tr> <td>— CABLE TV</td> <td>— TV</td> <td>— TV</td> </tr> <tr> <td>— FIBER</td> <td>— FO</td> <td>— FO</td> </tr> <tr> <td>— TELEPHONE</td> <td>— T</td> <td>— T</td> </tr> <tr> <td>— CITY CONDUIT</td> <td>— CUC</td> <td>— CUC</td> </tr> <tr> <td>— GAS</td> <td>— G</td> <td>— G</td> </tr> <tr> <td>— ELECTRICAL</td> <td>— E</td> <td>— E</td> </tr> <tr> <td>— MMSD</td> <td>— MMSD</td> <td>— MMSD</td> </tr> <tr> <td>— STORM</td> <td>— STO</td> <td>— STO</td> </tr> <tr> <td>— SANITARY</td> <td>— SAN</td> <td>— SAN</td> </tr> <tr> <td>— WATER</td> <td>— W</td> <td>— W</td> </tr> <tr> <td>— STEAM</td> <td>— STM</td> <td>— STM</td> </tr> <tr> <td>— ROW</td> <td>— ROW</td> <td>— ROW</td> </tr> </table>		— STRAND PROPOSED	— OH	— OH	— STRAND EXISTING	— OH	— OH	— JOINT U/G WITH POWER	— OH	— OH	— CABLE TV	— TV	— TV	— FIBER	— FO	— FO	— TELEPHONE	— T	— T	— CITY CONDUIT	— CUC	— CUC	— GAS	— G	— G	— ELECTRICAL	— E	— E	— MMSD	— MMSD	— MMSD	— STORM	— STO	— STO	— SANITARY	— SAN	— SAN	— WATER	— W	— W	— STEAM	— STM	— STM	— ROW	— ROW	— ROW	<p align="center">PROJECT #102508</p>  <p align="center">1320 N DR MARTIN LUTHER KING MILWAUKEE, WI 53212</p>	<p align="center">N</p> 	<p align="center">ADDRESS MAIN ST</p> <table border="1"> <tr> <td>FIELDDED BY:</td> <td>DATE:</td> </tr> <tr> <td>Darrell Gore</td> <td></td> </tr> <tr> <td>DRAFTED BY:</td> <td>DATE:</td> </tr> <tr> <td>Darrell Gore</td> <td></td> </tr> <tr> <td>DESIGNED BY:</td> <td>DATE:</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>ASBULTS BY:</td> <td>DATE:</td> </tr> <tr> <td></td> <td></td> </tr> </table>	FIELDDED BY:	DATE:	Darrell Gore		DRAFTED BY:	DATE:	Darrell Gore		DESIGNED BY:	DATE:			ASBULTS BY:	DATE:			<p align="center">LOCATION LAKE GENEVA, WI</p> <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td align="center">Erosion</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>					Erosion				
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## Contractor Contingency Plan For Inadvertent Release of Non-Hazardous Drilling Fluid *HD* Crossings

Contractor will be utilizing an environmentally safe drilling fluid in combination with established and proven drilling techniques to minimize the potential for any adverse impact to occur to the pipe installation and surrounding area as a result of the directional drilling. The only potentially negative impact that directional drilling could have on the environment would be the inadvertent loss of drilling fluid from the bore-hole and its subsequent migration into sensitive areas. However, the use of drilling fluid is required for successful completion of the drilled crossing and there is no alternative that can be used in its place. Contractor will implement the best available measures (BACT) within the limitations of available construction technology to reduce the potential for inadvertent fluid loss to the surrounding area and ensure that if drilling fluid is inadvertently lost to the surface that any adverse environmental impact is minimized. In addition, Contractor will follow an established procedure to be used by the driller in the event drilling fluid is being noticeably lost from the bore-hole in an attempt to re-establish circulation. Contractor field personnel undergo continuous FERC environmental training creating an environmental awareness for potential problems.

The drilling fluid is primarily used to clean drill cuttings from the bore-hole as the down-hole cutters are advanced through the ground. The fluid also serves to cool the down-hole tools, stabilize the bore-hole, and reduce friction between the ground formation and the down-hole tools and also the product line during installation. The drilling fluid typically consists of a fresh water base with an inert additive (typically bentonite clay) mixed in to provide fluid properties desirable for use in directional drilling operations. The fluid is pumped from the rig down through the drill stem and into the bore-hole as the drilling progresses at a rate of approximately 60 to 150 gallons per minute for the pilot hole, reaming, and product line installation operations. (**Attachment MSDS/Information Sheet for: 1.) Max Gel, 2.) Super Gel -"X" and 3.) Quik Gel**) Typical brands used by Contractor.

Depending on the porosity and permeability of the ground formation, a small percentage (typically less than 5%), of the drill fluid will be naturally absorbed by the formation. Drilling fluid lost from the bore-hole in this manner rarely migrates to the surface inadvertently and is not likely to come in contact with the ground surface or estuaries. The fluid not absorbed by the ground will fill the annulus from the bottom of the bore-hole up and will circulate back to the surface via the annulus between the drill stem and the bore-hole wall. As long as the bore-hole remains open, and a path of lesser hydraulic relief pressure is not encountered (i.e. formation fracture), circulation back to the surface will continue for the duration of the drilling and installation operation. Contractor will utilize a drill head specially designed to bore a significantly larger diameter hole than the outer diameter of the drill stem to provide adequate space for the fluid to flow up the bore-hole annulus.

The absence of an open bore-hole conduit or the presence of a major formation fracture will typically lead to partial or possibly full loss of drilling fluid circulation. While it is impossible to determine the precise nature of this type of fluid loss, it is possible to accurately monitor for it by watching for a significant difference between the rate the fluid is being pumped down-hole and the rate it returns to the surface. The drilling fluid pumping rate and the rate of drilling fluid return to the surface is constantly monitored by the driller while the drilling is progressing.

The driller will know immediately if an unusually high volume of drilling fluid is being lost down-hole, depending on the ground conditions encountered in the crossing and taking into account the volume used to fill the bore-hole. Should the driller believe that circulation is being completely lost he will implement the following procedures:

- 1) Temporarily cease drilling operations, including pump shut down;
- 2) Dispatch observer as required to monitor the area in the vicinity of the crossing, including wetland areas, for inadvertent returns of drilling fluid at the surface;
- 3) Re-start the pump and stroke the bore-hole up and down in stroke lengths up to 30 feet.

During this procedure the bore-hole will be stroked as many as 4 times but no fewer than 2 in an effort to size the bore-hole annulus and re-open the circulation pathway. In addition, the thixotropic properties of the drilling fluid may be altered (i.e. thickened) at the same time (within the guidelines set forth by the manufacturer), to aid in re-establishing circulation as required, depending on bore-hole conditions. The observers will continuously monitor for inadvertent fluid returns as long as the pump remains on. Occasionally, based on the driller's discretion, it may be useful to increase the stroke length up to 90 feet or past the point at which he believes circulation was lost.

If circulation is re-established drilling will proceed as usual and monitoring for inadvertent fluid returns will no longer be required. If circulation is not re-established, monitoring for inadvertent fluid returns to the ground surface and river will continue and drilling will proceed.

Typically lost circulation has the highest probability of occurring while the pilot hole is being drilled due to the smaller bore-hole annulus and the relatively large volume of solids being displaced and carried in the drilling fluid. Often times in the course of drilling the pilot hole circulation will be temporarily lost as the pilot bit is advanced through more permeable or less competent sections of the ground formation and fluid pressures are at a maximum. As the pilot bit advances beyond these sections of the bore-hole, the fluid pressure will fall and circulation within the bore-hole is naturally re-established. In these instances, much of the fluid lost to the formation under the greater pressures will return back to the bore-hole as the pressures fall, in which case the drilling fluid is not likely to migrate to the surface or the river. It is also possible for the drilling fluid to leave the bore-hole and migrate in a direction other than the ground surface or a wetland, in which case it may never be observed even if circulation is lost for long periods of time.

If drilling fluid returns are observed to be continuously surfacing on the ground at a location that is accessible, the following procedures will be followed:

- 1) Cease drilling operations;
- 2) Contain the location such that the drilling fluid cannot migrate across the ground surface by constructing earthen berms and/or if required, utilizing containment materials and equipment (i.e. hay bales, silt fence, etc.).
- 3) Excavate a small sump pit at the location and provide a means for the fluid to be returned to either the drilling operations or a disposal site (i.e. pump through hose or into tanker);
- 4) Continue drilling operations and continue maintaining the integrity of the containment measures and monitoring the fluid returns as required ensuring that no surface migration occurs.

Special additional requirements for a release to waterway or wetland

- 1) If HDD results in a release of drilling fluid to a waterway or wetland, immediately contact the DRN Spills Hotline (800.943.0003) and the DNR Office of Energy (608.266.3524).
- 2) Release of drilling fluid in a wetland shall be isolated with straw bales and silt fence (no earthen berms), followed by spill cleanup.
- 3) In order to minimize downstream impacts, release of drilling fluid in a flowing waterway requires isolation of spill from waterway (i.e. sandbags, plywood coffer, etc.) and immediate cleanup.

Special additional requirements for a release on pavement or roadway

- 1) If HDD results in a release of drilling fluid on pavement or roadway, immediately contact the DRN Spills Hotline (800.943.0003) and the DNR Office of Energy (608.266.3524) also contact local law enforcement (911).
- 2) Implement an Emergency Traffic Control Plan that is appropriate for the spill area.
- 3) Release of drilling fluid on pavement or roadway shall be isolated with straw bales, sand bags or earthen berms, followed by immediate spill cleanup.
- 4) In order to minimize the impact to traffic the appropriate equipment needed to clean up a spill will be on site or readily available.

If inadvertent drilling fluid returns are observed to be surfacing on the ground surface at a location that is inaccessible, the following procedures will be followed:

- 1) Ensure that all reasonable measures within the limitations of the technology have been taken to re-establish circulation;
- 2) Continue drilling with the minimum amount of drilling fluid as required to penetrate the formation and successfully install the product line.

It should be noted that often times the drill cuttings generated as a result of the drilling process will naturally bridge and subsequently seal fractures or voids in the formation as drilling progresses thus providing another means of re-establishing circulation. This is especially likely during the reaming process as higher volumes of larger cuttings are typically generated. Therefore it is usually beneficial to proceed with the pilot hole even if circulation has not been re-established since it will likely be re-established at some point during the reaming process.

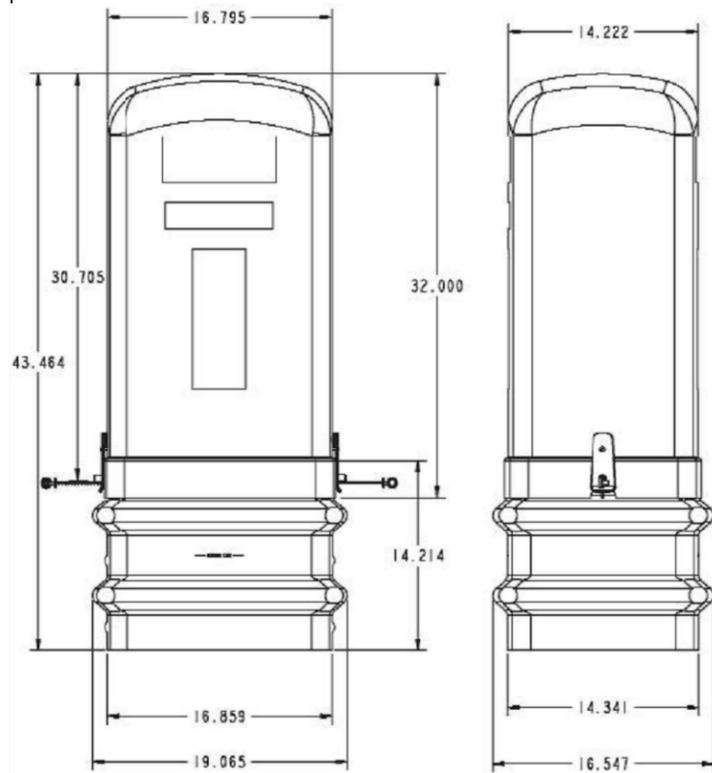
The use of an environmentally safe drilling fluid ensures that even in the event of fluid loss to sensitive areas that there will be no adverse environmental impact other than a temporary minor increase in turbidity until the drilling fluid dissipates. It is important to note that any temporary increase in the turbidity as a result of inadvertent drilling fluid loss while directional drilling the crossing will be several orders of magnitude less than that of an open-cut crossing.

If inadvertent drilling fluid should migrate to the earth's surface, the Contractor Field Representative will contact the Owner Representative for this project who will in turn contact the appropriate governing authorities.

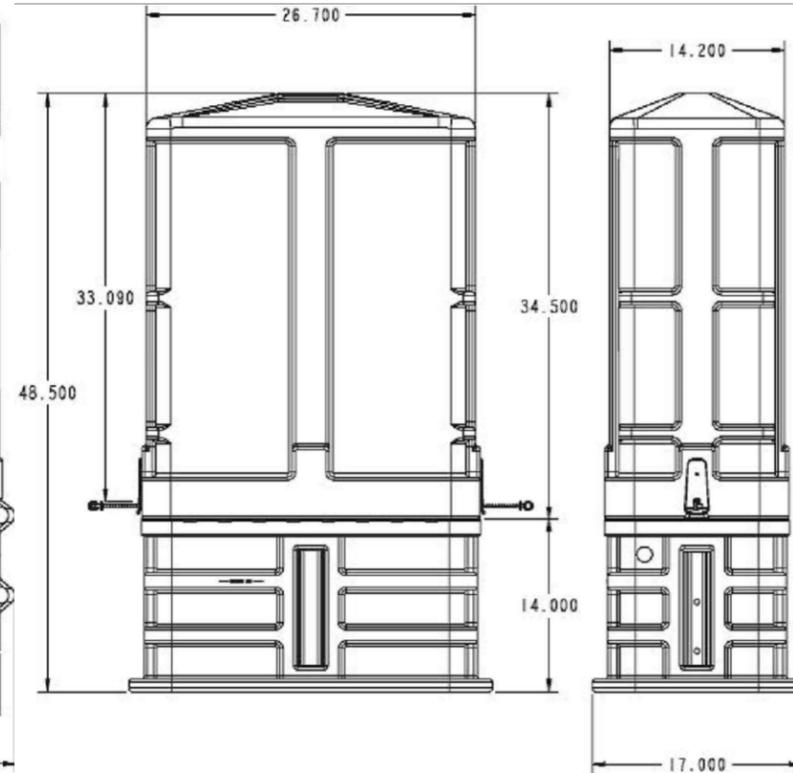
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	<ul style="list-style-type: none"> <li>⊙ JOINT POLE</li> <li>⊙ NEW JOINT POLE</li> <li>× POWER POLE</li> <li>× NEW POWER POLE</li> <li>○ TELEPHONE POLE</li> <li>● NEW TELEPHONE POLE</li> <li>■ EXISTING PEDESTAL</li> <li>■ NEW PEDESTAL</li> </ul>	<ul style="list-style-type: none"> <li>◁ ANCHOR</li> <li>◁ NEW ANCHOR</li> <li>◁ JOINT ANCHOR</li> <li>◁ NEW JOINT ANCHOR</li> <li>◁ FOREIGN ANCHOR</li> <li>◁ DOWNGUY</li> <li>◁ NEW DOWNGUY</li> <li>○ UTILITY VALVE</li> </ul>	<ul style="list-style-type: none"> <li>◻ MANHOLE</li> <li>○ EXISTING FIBER COIL</li> <li>○ NEW FIBER COIL</li> <li>◻ EXISTING HAND HOLE</li> <li>◻ NEW HAND HOLE</li> <li>○ SHRUBS</li> <li>○ DECIDUOUS TREE</li> </ul>	<ul style="list-style-type: none"> <li>✦ NEW GROUND</li> <li>— PROPERTY LINE</li> <li>— ROADWAY CENTERLINE</li> <li>● FIBER WARNING SIGN</li> <li>⊕ TRAFFIC LIGHT</li> <li>⊕ HYDRANT</li> <li>⊕ SIGNS</li> <li>⊕ STREET LIGHT</li> <li>⊕ CONIFEROUS TREE</li> </ul>	<ul style="list-style-type: none"> <li>— OH STRAND PROPOSED</li> <li>— OH STRAND EXISTING</li> <li>— OH JOINT U/G WITH POWER</li> <li>— TV CABLE TV</li> <li>— FO FIBER</li> <li>— T TELEPHONE</li> <li>— CUC CITY CONDUIT</li> <li>— G GAS</li> <li>— E ELECTRICAL</li> <li>— MMSD MMSD</li> <li>— STS STORM</li> <li>— SAN SANITARY</li> <li>— W WATER</li> <li>— STM STEAM</li> <li>— ROW ROW</li> </ul>	PROJECT #102508    1320 N DR MARTIN LUTHER KING MILWAUKEE, WI 53212				FIELDLED BY: Darrell Gore DRAFTED BY: Darrell Gore DESIGNED BY: Darrell Gore ASBULTS BY:	DATE: _____ DATE: _____ DATE: _____ DATE: _____		

# TYPES OF PEDESTALS USED DURING CONSTRUCTION

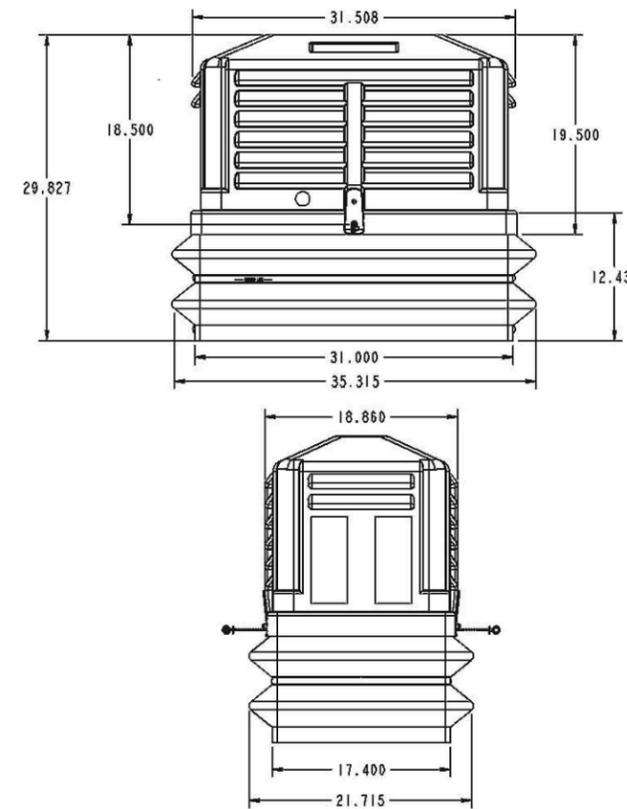
CHARLES PED 4500 (SM)



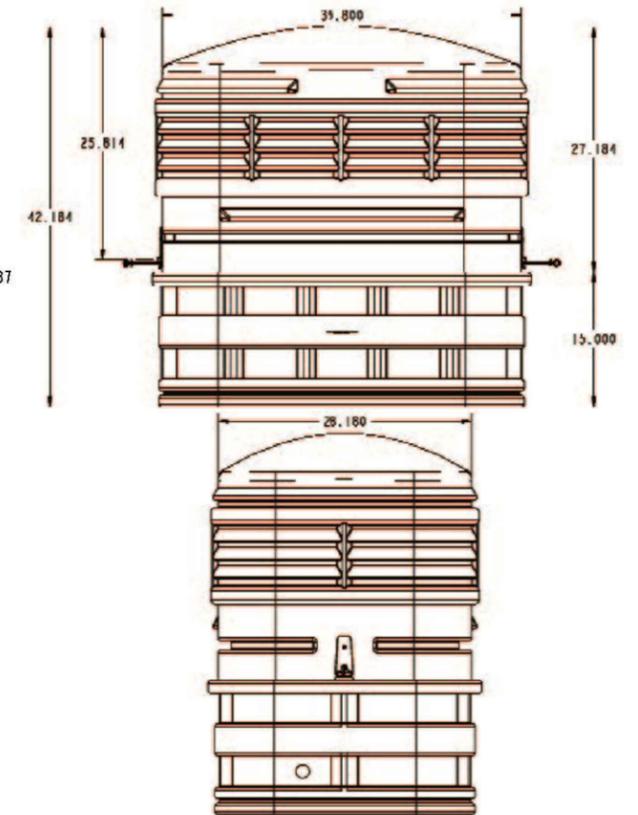
CHARLES PED 5500 (MD)



CHARLES PED 7500 (LG)



CHARLES PED 9500 (XLG)



LEGEND

- JOINT POLE
- NEW JOINT POLE
- × POWER POLE
- × NEW POWER POLE
- TELEPHONE POLE
- NEW TELEPHONE POLE
- EXISTING PEDESTAL
- NEW PEDESTAL
- ▲ ANCHOR
- ▲ NEW ANCHOR
- ▲ JOINT ANCHOR
- ▲ NEW JOINT ANCHOR
- ▲ FOREIGN ANCHOR
- ▲ DOWNGUY
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LINETYPES

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- CABLE TV
- FIBER
- TELEPHONE
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- MMSD
- STORM
- SANITARY
- WATER
- STEAM
- ROW

PROJECT #102508

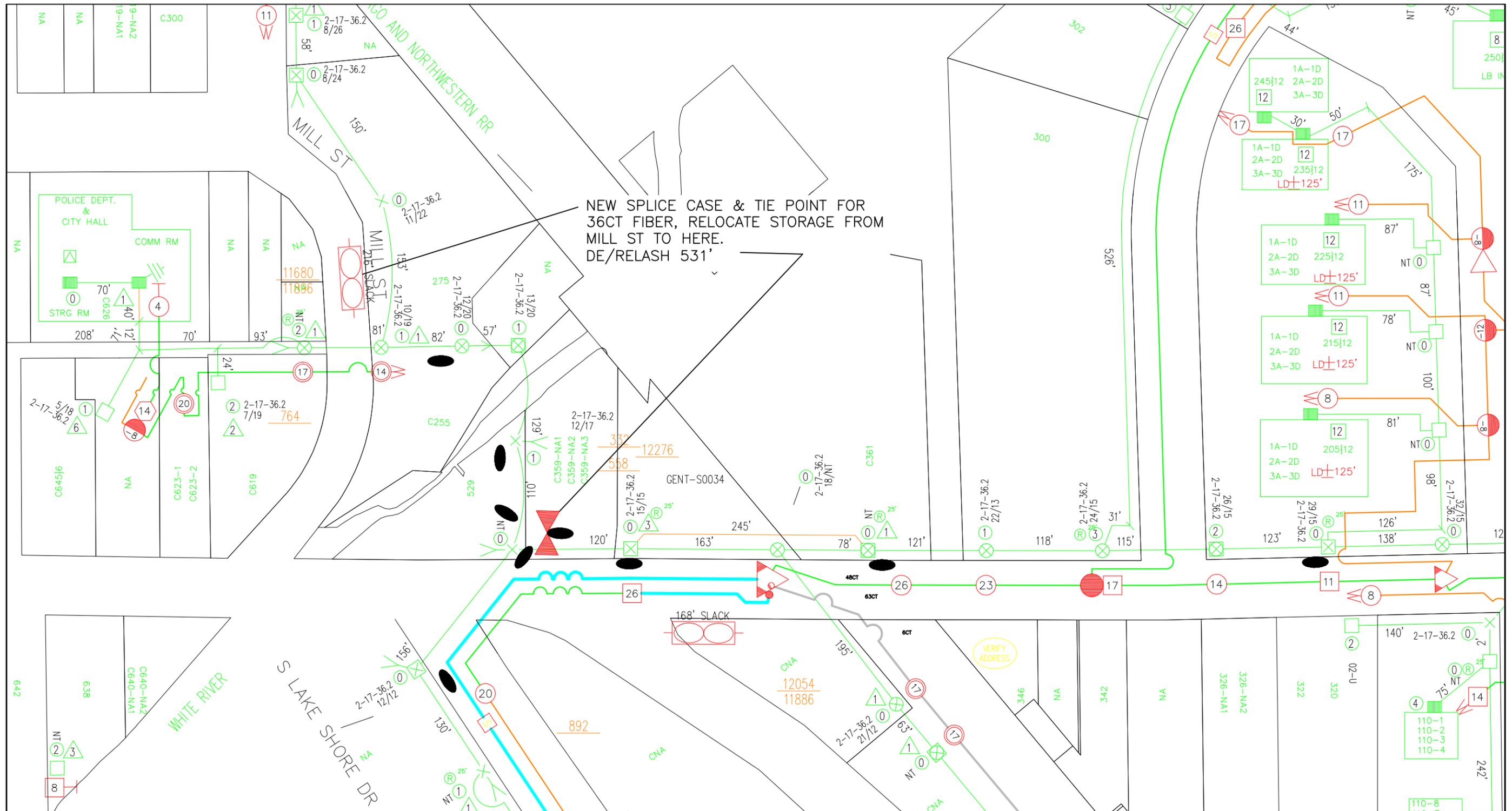


1320 N DR MARTIN LUTHER KING  
MILWAUKEE, WI 53212



ADDRESS		LOCATION	
MAIN ST		LAKE GENEVA, WI	
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DARRELL GORE			
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# EXISTING SYSTEM PRINT — REFERANCE DESIGN PAGES 1 TO 3



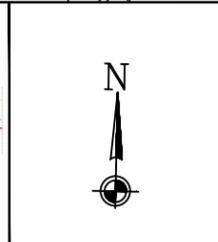
NEW SPLICE CASE & TIE POINT FOR 36CT FIBER, RELOCATE STORAGE FROM MILL ST TO HERE. DE/RELASH 531'



- |   |  |   |   |  |
|---|--|---|---|--|
| <ul style="list-style-type: none"> <li>○ TV GUY TO EXISTING ANCHOR ROD</li> <li>○ NEW TV ANCHOR AND GUY</li> <li>○ SIDEWALK GUY TO EXISTING ANCHOR</li> <li>○ SIDEWALK GUY TO NEW ANCHOR ROD</li> <li>○ TV GUY TO EXIST ANCHOR WITH AUXILIARY EYE</li> <li>○ TV GUY TO EXIST ANCHOR WITH EXTENSION ARM</li> <li>○ STRAND ROUTING</li> <li>○ SLACK SPAN</li> <li>○ POLE TO POLE GUY</li> <li>○ HEAD GUY</li> <li>○ RISER POLE</li> <li>○ U.G. ROUTING</li> </ul> | <ul style="list-style-type: none"> <li>○ TYPE 2-DUAL OUTPUT TRUNK 1 DIST.</li> <li>○ TYPE 2-DUAL OUTPUT</li> <li>○ TYPE 4-SINGLE OUTPUT</li> <li>○ TYPE 3-MANUAL LINE EXTENDER</li> <li>○ TYPE 3-THERMAL LINE EXTENDER</li> <li>○ TYPE 2-DUAL LINE EXTENDER</li> <li>○ S-SPLICE</li> <li>○ STRAIGHT B-BLOCK</li> <li>○ POWER BLOCK</li> <li>○ DIRECTIONAL COUP.</li> <li>○ 2-WAY SPLITTER</li> <li>○ 3-WAY SPLITTER</li> <li>○ HUB</li> <li>○ LINE TERMINATOR</li> </ul> | <ul style="list-style-type: none"> <li>HT HOT TAP</li> <li>2 PORT TAP W/ VALUE</li> <li>4 PORT TAP W/ VALUE</li> <li>8 PORT TAP W/ VALUE</li> <li>2 PORT ADDRESSABLE TAP</li> <li>4 PORT ADDRESSABLE TAP</li> <li>8 PORT ADDRESSABLE TAP</li> <li>POWER INSERTER</li> <li>P.S. NUMBER</li> <li>POWER SUPPLY LOADING (AMPS)</li> <li>HI-LEG INDICATOR</li> <li>INTERNAL SPLITTER</li> <li>INTERNAL DIRECTIONAL COUP.</li> <li>IN-LINE EQUALIZER</li> <li>OPTICAL RECEIVER (NODE)</li> <li>LVL @ 750</li> <li>LVL @ 550</li> <li>LVL @ 54</li> <li>JOINT</li> <li>POWER</li> <li>TELCO</li> <li>CATV</li> <li>TRANSFORMER</li> <li>JOINT TRANS.</li> <li>CONCRETE</li> <li>STEEL</li> </ul> | <ul style="list-style-type: none"> <li>1.00M2 CABLE</li> <li>.875P3 CABLE</li> <li>.750M2 CABLE</li> <li>.625P3 CABLE</li> <li>.500M2 CABLE</li> <li>.500P3 CABLE</li> <li>8000 NAF/FOAM (NODE)</li> <li>PEDESTAL</li> <li>LOCK BOX</li> <li>VAULT</li> <li>FIBER SPLICE CAN</li> <li>FIBER STORAGE</li> <li>OPTICAL RECEIVER (NODE)</li> <li>OPTIMAX 2X2 NODE</li> <li>OPTIMAX 4X4 NODE</li> </ul> | <ul style="list-style-type: none"> <li>EXISTING ROUTE</li> <li>PROPOSED UG ROUTE</li> <li>PROPOSED AERIAL ROUTE</li> <li>ABANDON/WRECKOUT</li> </ul> |
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PROJECT #102508

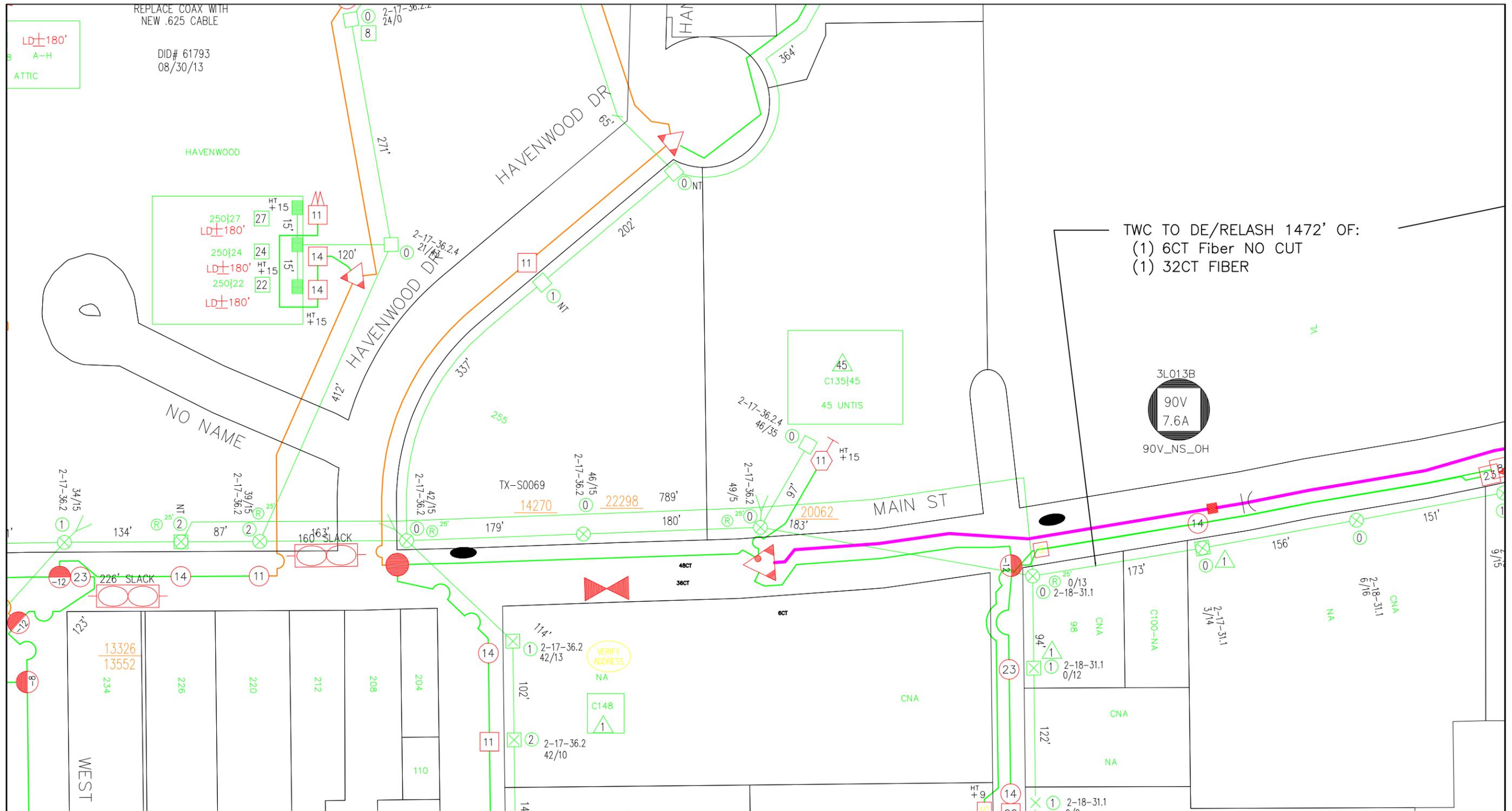
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MILWAUKEE, WI 53212



ADDRESS	
MAIN ST	
FIELD BY:	DATE:
Darrell Gore	
DRAFTED BY:	DATE:
Darrell Gore	
DESIGNED BY:	DATE:
ASBULTS BY:	DATE:

LOCATION	
LAKE GENEVA, WI	

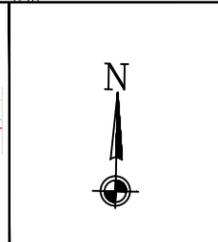
# EXISTING SYSTEM PRINT — REFERANCE DESIGN PAGES 3 TO 5



<ul style="list-style-type: none"> <li>TV GUY TO EXISTING ANCHOR ROD</li> <li>NEW TV ANCHOR AND GUY</li> <li>SIDEWALK GUY TO EXISTING ANCHOR</li> <li>SIDEWALK GUY TO NEW ANCHOR ROD</li> <li>TV GUY TO EXIST ANCHOR WITH AUXILIARY EYE</li> <li>TV GUY TO EXIST ANCHOR WITH EXTENSION ARM</li> <li>STRAND ROUTING</li> <li>SLACK SPAN</li> <li>POLE TO POLE GUY</li> <li>HEAD GUY</li> <li>RISER POLE</li> <li>U.G. ROUTING</li> </ul>	<ul style="list-style-type: none"> <li>TYPE 2-DUAL OUTPUT TRUNK 1 DIST.</li> <li>TYPE 2-DUAL OUTPUT</li> <li>TYPE 4-SINGLE OUTPUT</li> <li>TYPE 3-MANUAL LINE EXTENDER</li> <li>TYPE 3-THERMAL LINE EXTENDER</li> <li>TYPE 2-DUAL LINE EXTENDER</li> <li>SPICE</li> <li>STRAIGHT B-BLOCK</li> <li>POWER BLOCK</li> <li>DIRECTIONAL COUP.</li> <li>2-WAY SPLITTER</li> <li>3-WAY SPLITTER</li> <li>HUB</li> <li>LINE TERMINATOR</li> </ul>	<ul style="list-style-type: none"> <li>HT HOT TAP</li> <li>2 PORT TAP W/ VALUE</li> <li>4 PORT TAP W/ VALUE</li> <li>8 PORT TAP W/ VALUE</li> <li>2 PORT ADDRESSABLE TAP</li> <li>4 PORT ADDRESSABLE TAP</li> <li>8 PORT ADDRESSABLE TAP</li> <li>POWER INSERTER</li> <li>P.S. NUMBER</li> <li>POWER SUPPLY LOADING (AMPS)</li> <li>HI-LEG INDICATOR</li> <li>INTERNAL SPLITTER</li> <li>INTERNAL DIRECTIONAL COUP.</li> <li>IN-LINE EQUALIZER</li> <li>OPTICAL RECEIVER (NODE)</li> <li>LVL @ 750</li> <li>LVL @ 550</li> <li>LVL @ 54</li> <li>JOINT</li> <li>POWER</li> <li>TELCO</li> <li>CATV</li> <li>TRANSFORMER</li> <li>JOINT TRANS.</li> <li>CONCRETE</li> <li>STEEL</li> </ul>	<ul style="list-style-type: none"> <li>1.00M2 CABLE</li> <li>.875P3 CABLE</li> <li>.750M2 CABLE</li> <li>.625P3 CABLE</li> <li>.500M2 CABLE</li> <li>.500P3 CABLE</li> <li>8000 NAF0AM (NOTED)</li> <li>EXISTING ROUTE</li> <li>PROPOSED UG ROUTE</li> <li>PROPOSED AERIAL ROUTE</li> <li>ABANDON/WRECKOUT</li> <li>PEDESTAL</li> <li>LOCK BOX</li> <li>VAULT</li> <li>FIBER SPLICE CAN</li> <li>FIBER STORAGE</li> <li>OPTICAL RECEIVER (NODE)</li> <li>OPTIMAX 2X2 NODE</li> <li>OPTIMAX 4X4 NODE</li> </ul>
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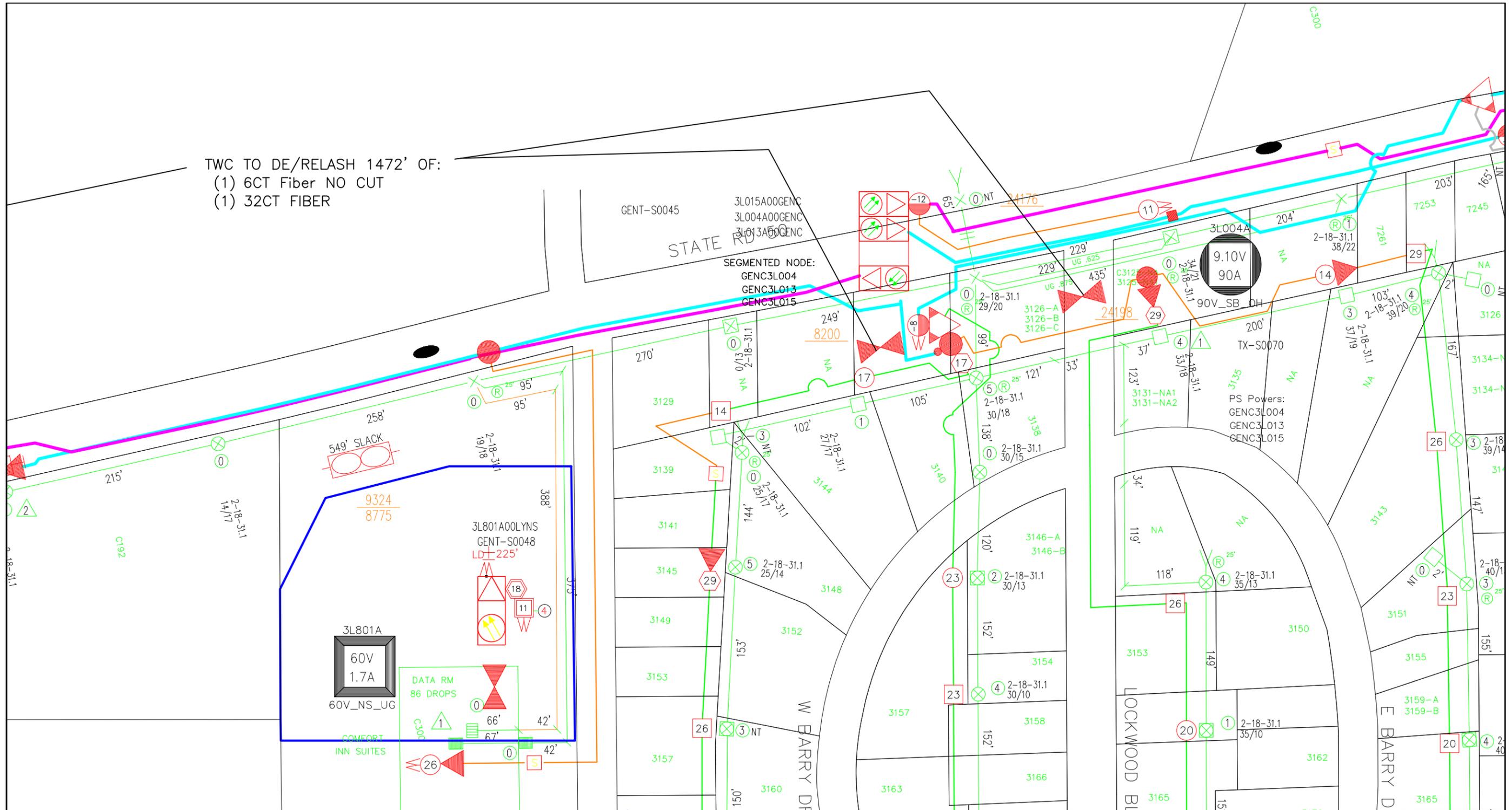
PROJECT #102508

1320 N DR MARTIN LUTHER KING  
MILWAUKEE, WI 53212



ADDRESS		LOCATION	
MAIN ST		LAKE GENEVA, WI	
FIELD BY:	DATE:		
DRAFTED BY:	DATE:		
DESIGNED BY:	DATE:		
ASBULTS BY:	DATE:		

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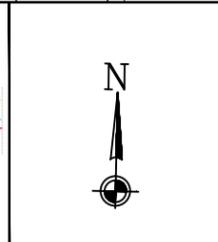
TWC TO DE/RELASH 1472' OF:  
 (1) 6CT Fiber NO CUT  
 (1) 32CT FIBER



<ul style="list-style-type: none"> <li>TV GUY TO EXISTING ANCHOR ROD</li> <li>NEW TV ANCHOR AND GUY</li> <li>SIDEWALK GUY TO EXISTING ANCHOR</li> <li>SIDEWALK GUY TO NEW ANCHOR ROD</li> <li>TV GUY TO EXIST ANCHOR WITH ADJUTARY EYE</li> <li>TV GUY TO EXIST ANCHOR WITH EXTENSION ARM</li> <li>STRAND ROUTING</li> <li>SLACK SPAN</li> <li>POLE TO POLE GUY</li> <li>HEAD GUY</li> <li>RISER POLE</li> <li>U.G. ROUTING</li> </ul>	<ul style="list-style-type: none"> <li>TYPE 2-DUAL OUTPUT</li> <li>TYPE 3-MANUAL LINE EXTENDER</li> <li>TYPE 3-THERMAL LINE EXTENDER</li> <li>TYPE 2-DUAL LINE EXTENDER</li> <li>SPICE</li> <li>STRAIGHT B-BLOCK</li> <li>POWER BLOCK</li> <li>DIRECTIONAL COUP.</li> <li>2-WAY SPLITTER</li> <li>3-WAY SPLITTER</li> <li>LINE TERMINATOR</li> </ul>	<ul style="list-style-type: none"> <li>HT HOT TAP</li> <li>2 PORT TAP W/ VALUE</li> <li>4 PORT TAP W/ VALUE</li> <li>8 PORT TAP W/ VALUE</li> <li>2 PORT ADDRESSABLE TAP</li> <li>4 PORT ADDRESSABLE TAP</li> <li>8 PORT ADDRESSABLE TAP</li> <li>POWER INSERTER</li> <li>P.S. NUMBER</li> <li>LOADING (AMPS)</li> <li>HI-LEG INDICATOR</li> <li>INTERNAL SPLITER</li> <li>INTERNAL DIRECTIONAL COUP.</li> <li>IN-LINE EQUALIZER</li> <li>OPTICAL RECEIVER (NODE)</li> <li>LVL @ 750</li> <li>LVL @ 520</li> <li>LVL @ 54</li> <li>JOINT</li> <li>POWER</li> <li>TELCO</li> <li>CATV</li> <li>TRANSFORMER</li> <li>JOINT TRANS.</li> <li>CONCRETE</li> <li>STEEL</li> </ul>	<ul style="list-style-type: none"> <li>1.00M2 CABLE</li> <li>.875P3 CABLE</li> <li>.750M2 CABLE</li> <li>.625P3 CABLE</li> <li>.500M2 CABLE</li> <li>.500P3 CABLE</li> <li>8000' NAFOM (NOISE)</li> <li>PEDESTAL</li> <li>LOCK BOX</li> <li>VAULT</li> <li>FIBER SPLICE CAN</li> <li>FIBER STORAGE</li> <li>OPTICAL RECEIVER (NODE)</li> <li>OPTIMAX 2X2 NODE</li> <li>OPTIMAX 4X4 NODE</li> </ul>	<ul style="list-style-type: none"> <li>EXISTING ROUTE</li> <li>PROPOSED UG ROUTE</li> <li>PROPOSED AERIAL ROUTE</li> <li>ABANDON/WRECKOUT</li> </ul>
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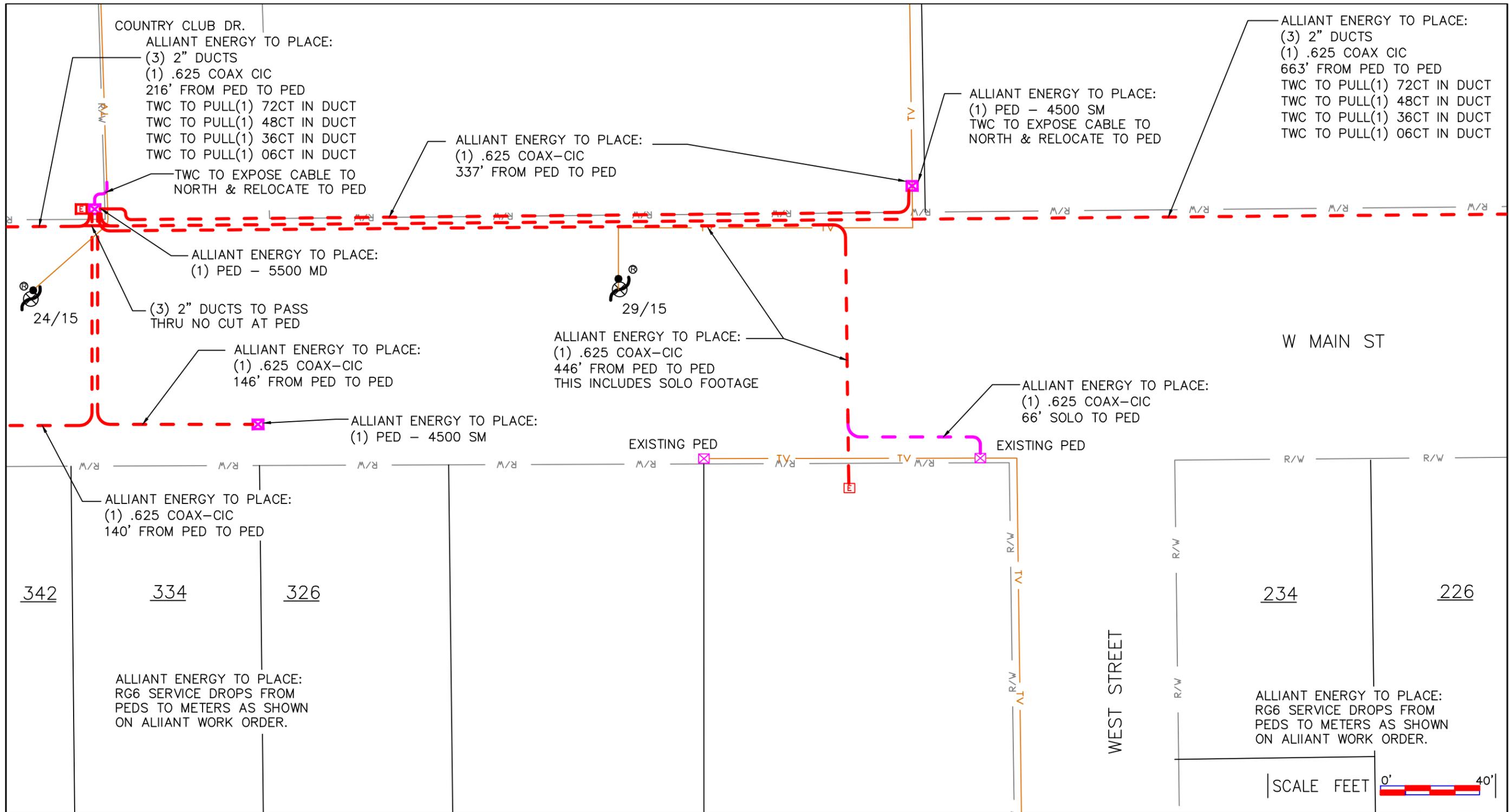
PROJECT #102508

1320 N DR MARTIN LUTHER KING  
MILWAUKEE, WI 53212



ADDRESS		LOCATION	
MAIN ST		LAKE GENEVA, WI	
FIELD BY:	DATE:		
DARRELL GORE			
DRAFTED BY:	DATE:		
DARRELL GORE			
DESIGNED BY:	DATE:		
ASBULTS BY:	DATE:		





**LEGEND**

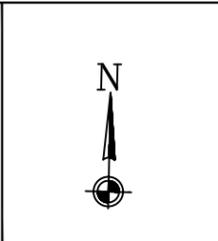
⊗ JOINT POLE	△ ANCHOR	⊠ MANHOLE	⚡ NEW GROUND
⊙ NEW JOINT POLE	▽ NEW ANCHOR	⊙ 100' EXISTING FIBER COIL	— P — PROPERTY LINE
⊕ POWER POLE	⊕ JOINT ANCHOR	⊙ 150' NEW FIBER COIL	— C — ROADWAY CENTERLINE
⊗ NEW POWER POLE	⊕ NEW JOINT ANCHOR	⊠ EXISTING HAND HOLE	● FIBER WARNING SIGN
⊙ TELEPHONE POLE	⊕ FOREIGN ANCHOR	⊠ NEW HAND HOLE	⊕ P — TRAFFIC LIGHT
⊙ NEW TELEPHONE POLE	⊕ DOWNGUY	⊠ SHRUBS	⊕ H — HYDRANT
⊕ EXISTING PEDESTAL	⊕ NEW DOWNGUY	⊙ DECIDUOUS TREE	⊕ S — SIGNS
⊕ NEW PEDESTAL	⊙ UTILITY VALVE		⊕ SL — STREET LIGHT
			⊕ CT — CONIFEROUS TREE

**LINETYPES**

— OH — STRAND PROPOSED	— OH — STRAND EXISTING
— OH — PROPOSED UNDERGROUND	— OH — PROPOSED UNDERGROUND
— OH — JOINT U/G WITH POWER	— OH — JOINT U/G WITH POWER
— TV — CABLE TV	— TV — CABLE TV
— FO — FIBER	— FO — FIBER
— T — TELEPHONE	— T — TELEPHONE
— CUC — CITY CONDUIT	— CUC — CITY CONDUIT
— G — GAS	— G — GAS
— E — ELECTRICAL	— E — ELECTRICAL
— MMSD — MMSD	— MMSD — MMSD
— STO — STORM	— STO — STORM
— SAN — SANITARY	— SAN — SANITARY
— W — WATER	— W — WATER
— STM — STEAM	— STM — STEAM
— ROW — ROW	— ROW — ROW

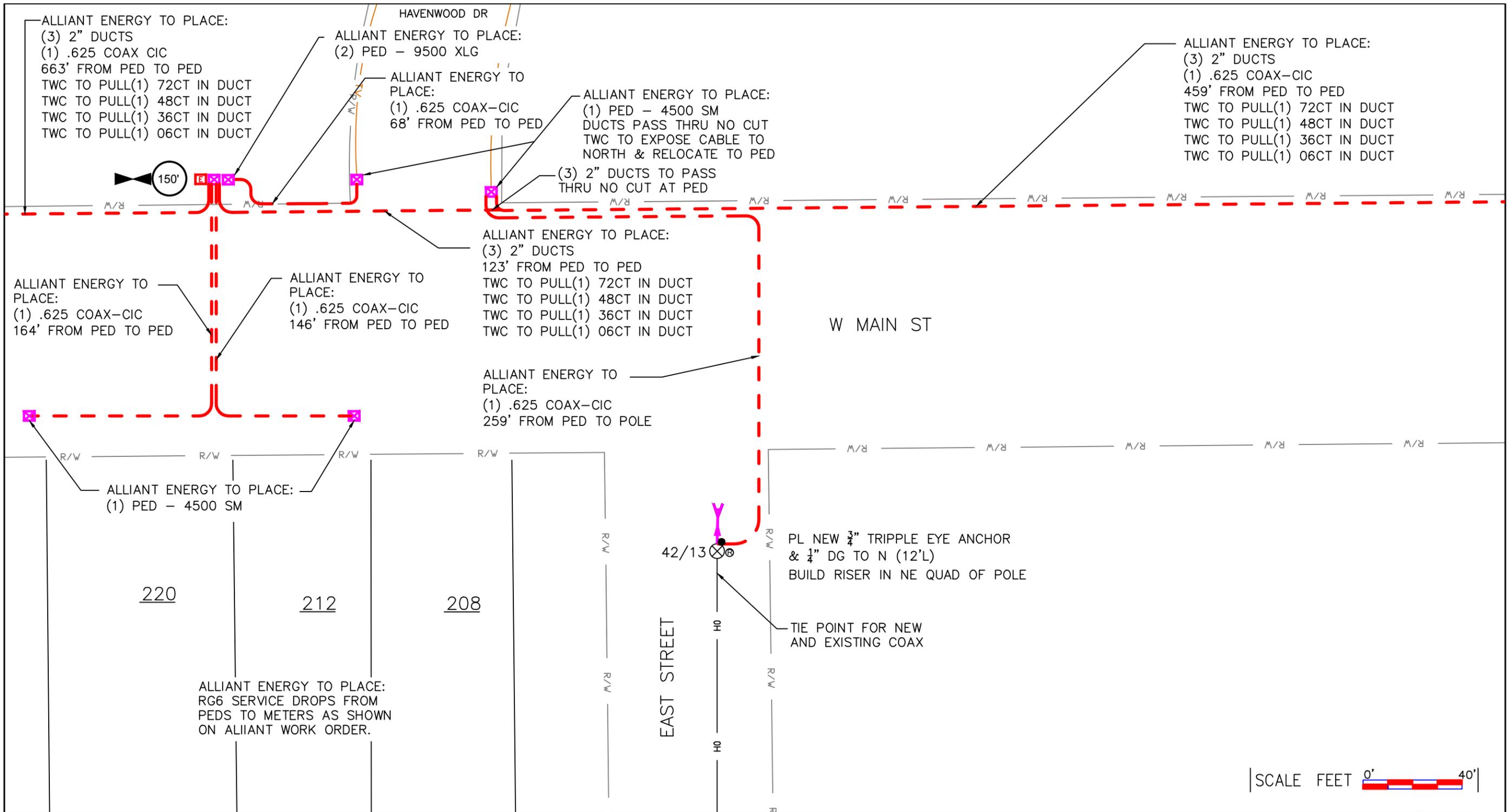
PROJECT #102508

1320 N DR MARTIN LUTHER KING  
MILWAUKEE, WI 53212



ADDRESS	
MAIN ST	
FILED BY:	DATE:
Darrell Gore	12/3/2015
DRAFTED BY:	DATE:
Darrell Gore	12/4/2015
DESIGNED BY:	DATE:
ASBUILTS BY:	DATE:

LOCATION		
LAKE GENEVA, WI		
1	2	3



**LEGEND**

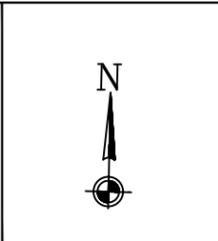
⊗ JOINT POLE	△ ANCHOR	⊠ MANHOLE	⚡ NEW GROUND
⊙ NEW JOINT POLE	▽ NEW ANCHOR	⊙ 100' EXISTING FIBER COIL	— P L PROPERTY LINE
⊕ POWER POLE	⊕ JOINT ANCHOR	⊙ 100' NEW FIBER COIL	— C ROADWAY CENTERLINE
⊗ NEW POWER POLE	⊕ NEW JOINT ANCHOR	⊠ EXISTING HAND HOLE	● FIBER WARNING SIGN
⊙ TELEPHONE POLE	⊕ FOREIGN ANCHOR	⊠ NEW HAND HOLE	⚡ TRAFFIC LIGHT
⊙ NEW TELEPHONE POLE	⚡ DOWNGUY	⊠ SHRUBS	⚡ HYDRANT
⊕ EXISTING PEDESTAL	⚡ NEW DOWNGUY	⊙ DECIDUOUS TREE	⚡ SIGNS
⊕ NEW PEDESTAL	⊙ UTILITY VALVE		⚡ STREET LIGHT
			⚡ CONIFEROUS TREE

**LINETYPES**

— OH STRAND PROPOSED	— OH STRAND EXISTING
— OH PROPOSED UNDERGROUND	— OH EXISTING UNDERGROUND
— OH JOINT U/G WITH POWER	— OH CABLE TV
— OH FIBER	— OH TELEPHONE
— OH CITY CONDUIT	— OH GAS
— OH ELECTRICAL	— OH MMSD
— OH SANITARY	— OH STORM
— OH WATER	— OH WATER
— OH STEAM	— OH ROW
— OH ROW	

PROJECT #102508

1320 N DR MARTIN LUTHER KING  
 MILWAUKEE, WI 53212



ADDRESS	
MAIN ST	
FILED BY: Darrell Gore	DATE: 12/3/2015
DRAFTED BY: Darrell Gore	DATE: 12/4/2015
DESIGNED BY:	DATE:
ASBULTS BY:	DATE:

LOCATION			
LAKE GENEVA, WI			
	2	3	4



ALLIANT ENERGY TO PLACE:  
 (2) .625 COAX-CIC  
 296' FROM POLE TO POLE

TIE POINT FOR NEW  
 AND EXISTING COAX

16-  
 PL NEW 3/4" TRIPPLE EYE ANCHOR  
 & 1/4" DG TO W (??'L)  
 BUILD RISER IN ?? QUAD OF POLE

N CURTIS ST

SCALE FEET 0' 40'



LEGEND

- |                      |                    |                       |                          |
|----------------------|--------------------|-----------------------|--------------------------|
| ⊗ JOINT POLE         | △ ANCHOR           | ⊠ MANHOLE             | ⬆ NEW GROUND             |
| ⊗ NEW JOINT POLE     | △ NEW ANCHOR       | ⊠ EXISTING FIBER COIL | — P L — PROPERTY LINE    |
| ⊗ POWER POLE         | △ JOINT ANCHOR     | ⊠ EXISTING FIBER COIL | — C — ROADWAY CENTERLINE |
| ⊗ NEW POWER POLE     | △ NEW JOINT ANCHOR | ⊠ EXISTING HAND HOLE  | • FIBER WARNING SIGN     |
| ⊗ TELEPHONE POLE     | △ FOREIGN ANCHOR   | ⊠ NEW HAND HOLE       | +D TRAFFIC LIGHT         |
| ⊗ NEW TELEPHONE POLE | △ DOWNGUY          | ⊠ SHRUBS              | ⊠ HYDRANT                |
| ⊗ EXISTING PEDESTAL  | △ NEW DOWNGUY      | ⊠ DECIDUOUS TREE      | ⊠ SIGNS                  |
| ⊗ NEW PEDESTAL       | ○ UTILITY VALVE    |                       | ⊠ STREET LIGHT           |
|                      |                    |                       | ⊠ CONIFEROUS TREE        |

LINETYPES

- |                      |    |    |
|----------------------|----|----|
| STRAND PROPOSED      | OH | OH |
| STRAND EXISTING      | OH | OH |
| PROPOSED UNDERGROUND | —  | —  |
| JOINT U/G WITH POWER | —  | —  |
| CABLE TV             | —  | —  |
| FIBER                | —  | —  |
| TELEPHONE            | —  | —  |
| CITY CONDUIT         | —  | —  |
| GAS                  | —  | —  |
| ELECTRICAL           | —  | —  |
| MMSD                 | —  | —  |
| STORM                | —  | —  |
| SANITARY             | —  | —  |
| WATER                | —  | —  |
| STEAM                | —  | —  |
| ROW                  | —  | —  |

PROJECT #102508



1320 N DR MARTIN LUTHER KING  
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ADDRESS		LOCATION	
MAIN ST		LAKE GENEVA, WI	
FILED BY: Darrell Gore	DATE: 12/3/2015	4	
DRAFTED BY: Darrell Gore	DATE: 12/4/2015	5	
DESIGNED BY:	DATE:		
ASBULTS BY:	DATE:		

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
(262) 248-3673  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



## Memorandum

**Date:** March 11, 2016  
**To:** Finance, License & Regulation Committee  
**From:** Blaine Oborn, City Administrator  
**Subject:** Discussion/Action on the purchase of an ambulance and ambulance equipment in the amount of \$94,231.74 from Capital Projects Fund

Attached is the Proposed Ambulance Replacement Plan 2016-2020 approved by the Police & Fire Commission (PFC) on March 10, 2016. The PFC recommends that the City Council approve the ambulance designated balance in the Capital Projects Fund in the amount of \$94,231.74 for ambulance and ambulance equipment. The breakdown is as follows:

Used Ambulance	20,000.00
Heart Monitor	25,000.00
Electric Stretcher	14,000.00
Eclectic Stretcher	14,000.00
MDC	5,000.00
<u>Contingency</u>	<u>16,231.74</u>
<b>Total Budget</b>	<b>94,231.74</b>

The Contingency leaves room for adjustments in amounts. The intent is to purchase a used ambulance from the Village of Darien. If unable do so, the PFC will purchase a used one in the \$25,000 price range. The ambulance equipment items are needed to bring the Fire Department updated on the necessary ambulance equipment. An alternative is to purchase a new ambulance in the \$250,000 range. The PFC is very pleased with the less costly option.

The current third ambulance is in poor condition and not worth investing funds to maintain. The Council can also declare Ambulance 3 surplus and allow complete disposal.

Proposed Ambulance Replacement Plan 2016-2020

- LGFD's current apparatus replacement plan suggests replacement of ambulances every 10 years. Though no hard and fast replacement standard is set by NFPA, IAFF or other fire service agencies regarding ambulances, a 10 year replacement schedule seems to be a standard of many fire departments nationally.
  - Note: 10 year replacement does not mean the removal of the front line (Ambulance 1) apparatus. Depending on condition, assessment from an outside evaluator and internal calculation of maintenance & repair expenses to a residual value assessment weighed against a replacement threshold cost; the ambulance would be bumped down to Ambulance 2 status, and Ambulance 2 would be bumped down to Ambulance 3.
  - The goal would be to maintain a 10 year gap between ambulances and not have Ambulance 3 start its ambulance 3 service as a vehicle older than 20 years.
  - Additionally as we move in to ALS/Paramedic level service with an increased level of transports we would look to move the replacement schedule to every 7 years with 7 year gaps between vehicles.
- In 2016 LGFD would purchase 1 used ambulance (Darien or other ambulance) aged 2005. This ambulance would need to be equipped with heart monitor, electric stretcher & MDC. Additionally current Ambulance 2, which would move to Ambulance 3 position would need be equipped with an electric stretcher.
- In 2020 when the new LGFD ambulance is delivered Ambulance 1 would become Ambulance 2, Ambulance 2 would become Ambulance 3 putting the ambulances in a 1-10-15 year age gap.
  - When Ambulance 3 turns 20 years old (maximum suggested starting age for AMB 3) we would be in year 10 of our 10 year plan and all apparatus would be evaluated under the new Fire District plan eliminating the need for LGFD to bear the total cost of a new ambulance.

Current Ambulances	Condition	Critical Needs	Recommendation	Estimated Cost
Ambulance 1 (2010)	39k miles Good condition	NONE	Continued use as frontline ambulance Ensure all PM and general up keep is conducted on a scheduled basis.	No additional costs beyond regular PM and general up keep costs.
Ambulance 2 (1996)	68k miles Fair condition	Electric stretcher Seal tear in Airway seat. Seal tear on bench seat.	Move to Ambulance 3 status. Potential set-up as Tech Rescue ambulance.	Electric Stretcher: \$14k- \$16k
Ambulance 3 (1995)	?? miles Poor Condition	Heart Monitor Electric Stretcher Multiple other interior and mechanical issues.	Remove from service and sell (if possible) according to asset disposal policy. If unable to sell scrap or use as county wide special scenario training or equipment only transport vehicle.	NONE. No estimates for sale value.

2016 Ambulance Plan	Condition	Critical Needs	Recommendation	Estimated Cost
<b>Ambulance 1 (2010)</b> <b>NO CHANGE</b>	39k miles Good condition	NONE	Continued use as frontline ambulance Ensure all PM and general up keep is conducted on a scheduled basis.	No additional costs beyond regular PM and general up keep costs.
<b>Purchase Used Ambulance (Darien or other) to replace previous Ambulance 2</b>	Darien's is a 2005 or looking for used 2004-2006 Ambulance in Excellent condition with low miles	Heart Monitor Electric stretcher MDC	Moves into Ambulance 2 status for monthly rotation with Ambulance 1 as frontline ambulance.	Cost of ambulance: \$20k-\$30k Heart Monitor: \$25k Electric Stretcher: \$14k-\$16k MDC: \$5k
<b>Ambulance 3 (1996- Previously Ambulance 2 From the above chart)</b>	68k miles Fair condition	Electric stretcher Seal tear in Airway seat. Seal tear on bench seat.	Move to Ambulance 3 status. Potential set-up as Tech Rescue ambulance.	Electric Stretcher \$14k-\$16k

2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
AMB 1 (2010)			New AMB 1 spec'd, ordered and built	Receive New AMB 1 (2020)					YEAR 10 of 10 year plan all apparatus replacement will become part of the overall fire district replacement schedule.
AMB 2 (2005) (Darien or other used AMB purchased this year)				AMB 2 (2010- Previous AMB 1)					
AMB 3 (1996)				AMB 3 (2005- Previous AMB 2)					

# CITY OF LAKE GENEVA AGENDA ITEM REQUEST FORM



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

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

Bob Kordus / AL KUPSIK

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

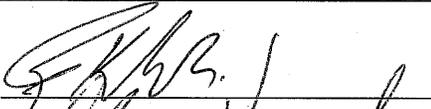
Request for Advance of TIF funds in the amount of 1,479,943.45 to be placed in the Equipment Replacement fund.

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

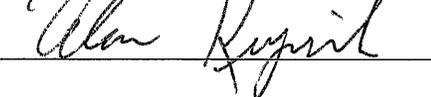
Council / FLR

4. Date of meeting(s).

3-14-16

Signature: 

Date: 3-2-16

Signature: 

Date: 3-2-16

### For Office Use Only

Date Received by Clerk:	3/2/2016
Committee/Council and Meeting Date Scheduled:	3/14/2016
Notes:	
Copies Provided to: City Administrator	

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
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February 22, 2016

Peg Pollitt, Comptroller  
City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 53147

Subject: City of Lake Geneva Tax Incremental Financing District No. 4

The City of Lake Geneva is committed to closing Tax Incremental Financing District (TID) No. 4 before May 15, 2016. The final TID No. 4 closing audit and TID No. 4 closure is anticipated to be completed by November 2016.

TID No. 4 has been very successful at revitalizing the City's Downtown and the City appreciates the support of the City of Lake Geneva. For your information the following TID No. 4 detail is attached:

- 1) 2016 Projects – Remaining Projects for a Total of \$3,000,000
- 2) Closing Plan
- 3) Project Detail – Project Plan, spending through 12/31/2015 (unaudited), planned spending, and available spending
- 4) 2016 Projections Analysis

TID No. 4 currently has a Fund Balance of approximately ten million dollars with anticipated remaining spending of three million dollars. Given the possible cash surplus, the City Council has designated six million dollars for advance to the TID No. 4 taxing jurisdictions. The advance calculates to \$1,479,943.45 for the City of Lake Geneva. The City estimates that when the TID is closed there will be an additional distribution to the taxing jurisdictions for approximately \$2.6 million.

Please let me know if the City of Lake Geneva is interested in receiving the advance. The advance would be subject to specific City Council approval and the agreement to repay the City in the unanticipated event that additional funds are needed to close the TID.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blaine Oborn', is written over a horizontal line.

Blaine Oborn  
City Administrator  
[cityadmin@cityoflakegeneva.com](mailto:cityadmin@cityoflakegeneva.com)

**City of Lake Geneva  
Tax Incremental Financing District No. 4  
2016 Projects 1/23/2016**

# Projects:	Approved by City Council <u>05/11/15</u>	Approved by City Council <u>11/23/15</u>	Approved by City Council <u>01/25/16</u>
1 Bury overhead wires on Main Street from Curtis to Wells	\$ 900,000	\$ 900,000	\$ 900,000
2 Traver Hotel redevelopment grant	\$ 300,000	\$ 300,000	\$ 150,000
3 White River Trail acquisition and construction	\$ 400,000	\$ 400,000	\$ -
4 Downtown Signage	\$ 200,000	\$ 200,000	\$ 200,000
5 Theatre redevelopment grant	\$ 800,000	\$ 800,000	\$ 800,000
6 Tree Planting		\$ 100,000	\$ 100,000
7 Contingency		\$ 200,000	\$ 100,000
8 Riviera grounds rehabilitation		\$ 100,000	\$ 185,000
Less contribution from the LG Beautification organization			\$ (85,000)
9 Downtown traffic flow and timing engineering		\$ -	\$ -
10 Main Street Widening from Curtis to Wells		\$ -	\$ 500,000
11 Main Street Lighting from Curtis to Wells		\$ -	\$ 150,000
<b>Total Additional Projects Cost</b>	<b>\$ 2,600,000</b>	<b>\$ 3,000,000</b>	<b>\$ 3,000,000</b>

**Closing Plan**

- 1 Pursue remaining projects so contracts are in place by May 2016.
- 2 Approve advance to Taxing Jurisdictions of unused spending in the amount of \$6 million.
- 3 Approve TIF Closing Resolution in April 2016 & File to Close TID No. 4 before May 15, 2016 to avoid 2017 increment.
- 4 Approve Escrow of Runds for remaining projects under contract to allow TID Final Audit & TID Closure.
- 5 Perform Final TIF Audit within 6 months of TID Closure Filing.
- 6 Disperse remaining funds to Taxing Jurisdictions.

**City of Lake Geneva - Tax Incremental Financing District No. 4 - Project Detail as of 1/25/2016**

Projects	<u>Project Plan Total</u>	<u>Actual Costs Total</u>	Project Costs (Over) Under <u>Project Plan</u>	Allowable Spending & Escrow	Description / Reduction
<b>Beach &amp; Boat Facilities District</b>					
General Projects-Wayfinding & Economic I	2,745,014		108,628	200,000	4-Signage
River remodel		900,319			
Museum improvements		192,856			
Lakefront improvements		1,543,211			
West/East Pier Areas	868,892		161,005		
Geneva Lake dam		450,925			
East pier - gas docks		174,967			
River sea wall		81,995			
Library Park	202,603	183,752	18,851		
<b>Total Beach &amp; Boat Facilities</b>	<b>3,816,509</b>	<b>3,528,025</b>	<b>288,484</b>	<b>200,000</b>	<b>(88,484)</b>
<b>White River Canal District</b>					
Boat launch	799,727	196,048	603,679		
Park Improvement/Redevelopment	1,340,542		(29,398)	185,000	8-Riviera Grounds
Seminary Park improvements		107,130			
Dunn Field parking and bathrooms		1,034,078			
Flat Iron park		228,732			
Main St. Improvement	536,870	748,421	(211,551)		
Highway Bypass	1,197,712	1,197,712	-		
<b>Total White River Canal District</b>	<b>3,874,851</b>	<b>3,512,121</b>	<b>362,730</b>	<b>185,000</b>	<b>(177,730)</b>
<b>White River Trail District</b>					
Extension of White River Trail	290,198	90,198	200,000		
Redevelopment planning, design, engineerin	124,231	24,231	100,000		
Acquisition and construction	1,125,172	766,335	358,837	-	3-Trail
<b>Total White River Trail District</b>	<b>1,539,601</b>	<b>880,764</b>	<b>658,837</b>	<b>-</b>	<b>(658,837)</b>
<b>Beach &amp; White River Canal Districts</b>					
Underground placement of antiquated powe	543,203	343,703	199,500	200,000	1-Bury Wires
Downtown Parking Improvements	1,000,000	72,107	927,893		
Downtown Signage & Lighting Improvemen	752,621	833,499	(80,878)	150,000	11-Lighting
Intersection Improvements & Acquisitions	3,380,813	3,239,807	141,006		
<b>Total Beach &amp; White River Canal Districts</b>	<b>5,676,637</b>	<b>4,489,116</b>	<b>1,187,521</b>	<b>350,000</b>	<b>(837,521)</b>
<b>Non-Specific Area TID Projects</b>					
Traffic signals	800,000	866,750	(66,750)		
Parking meter system	600,000	689,670	(89,670)		
Equipment for TID area maintenance	185,000	181,007	3,993		
Park building upgrades	50,000	-	50,000		
Tree planting	200,000	65,442	134,558	100,000	6-Tree Planting
Edwards Blvd. improvement	3,004,050	2,876,006	128,044		
<b>Total Non-Specific Area TID Projects</b>	<b>4,839,050</b>	<b>4,678,875</b>	<b>160,175</b>	<b>100,000</b>	<b>(60,175)</b>
<b>Administrative &amp; Other</b>					
Redevelopment plan update	15,000	-	15,000		
Administrative	1,157,203	259,940	897,263	100,000	7-Contingency
Organizational costs	21,298	21,298	-		
Design, engineering & maintenance	60,000	-	60,000		
Discretionary funding				150,000	2-Traver Hotel
Discretionary funding	4,231,769	2,803,469	1,428,300	800,000	5-Theatre
Legal services	45,468	39,471	5,997		
Escrow account for maintenance				500,000	10-St Widening
Escrow account for maintenance	1,000,000	-	1,000,000	700,000	1-Bury Wires
<b>Total Administrative &amp; Other</b>	<b>6,530,738</b>	<b>3,124,178</b>	<b>3,406,560</b>	<b>2,250,000</b>	<b>(1,156,560)</b>
<b>Total Debt Service</b>	<b>924,318</b>	<b>924,318</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Project Costs</b>	<b>27,201,704</b>	<b>21,137,396</b>	<b>6,064,308</b>	<b>3,085,000</b>	<b>(2,979,308)</b>

**City of Lake Geneva  
Tax Incremental Financing District No. 4  
2016 Analysis as of 1/25/2016**

<b>2016 Spending Projection</b>	<b>Amounts</b>
Fund Balance 12/31/2015 Estimate	9,992,317
Advance to Taxing Jurisdictions	(6,000,000)
Approved Spending	(3,085,000)
Reimbursement from Beautification	85,000
Property Tax Increment	1,633,460
Interest Estimate	3,000
Estimated Remaining Funds	<u>(2,628,777)</u>
<b>Fund Balance 5/15/2016 Projection</b>	<b>-</b>

<b>Taxing Jurisdictions</b>	<b>2016 Increment</b>	<b>Percentage</b>
Walworth County	315,890.53	19.34%
City of Lake Geneva	402,904.69	24.67%
Lake Geneva, JT #1 Schools	506,656.74	31.02%
Lake Geneva-Genoa City UHS	353,294.82	21.63%
Gateway Technical College District	54,713.03	3.35%
<b>Total</b>	<b><u>1,633,459.81</u></b>	<b><u>100.00%</u></b>

<b>Taxing Jurisdictions</b>	<b>Advance</b>	<b>Est. Closing Disbursement</b>
Walworth County	1,160,324.34	508,372.32
City of Lake Geneva	1,479,943.45	648,406.88
Lake Geneva, JT #1 Schools	1,861,043.91	815,378.24
Lake Geneva-Genoa City UHS	1,297,717.22	568,568.20
Gateway Technical College District	200,971.08	88,051.36
<b>Total</b>	<b><u>6,000,000.00</u></b>	<b><u>2,628,777.00</u></b>

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
(262) 248-3673  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



February 22, 2016

Bane Thomey, Vice President, Chief Financial Officer  
Admin/Financial Services  
Gateway Technical College  
3520 - 30th Avenue  
Kenosha, WI 53144

Subject: City of Lake Geneva Tax Incremental Financing District No. 4

The City of Lake Geneva is committed to closing Tax Incremental Financing District (TID) No. 4 before May 15, 2016. The final TID No. 4 closing audit and TID No. 4 closure is anticipated to be completed by November 2016.

TID No. 4 has been very successful at revitalizing the City's Downtown and the City appreciates the support of Gateway Technical College. For your information the following TID No. 4 detail is attached:

- 1) 2016 Projects – Remaining Projects for a Total of \$3,000,000
- 2) Closing Plan
- 3) Project Detail – Project Plan, spending through 12/31/2015 (unaudited), planned spending, and available spending
- 4) 2016 Projections Analysis

TID No. 4 currently has a Fund Balance of approximately ten million dollars with anticipated remaining spending of three million dollars. Given the possible cash surplus, the City Council has designated six million dollars for advance to the TID No. 4 taxing jurisdictions. The advance calculates to \$200,971.08 for Gateway Technical College. The City estimates that when the TID is closed there will be an additional distribution to the taxing jurisdictions for approximately \$2.6 million.

Please let me know if Gateway Technical College is interested in receiving the advance. The advance would be subject to specific City Council approval and the agreement to repay the City in the unanticipated event that additional funds are needed to close the TID.

Sincerely,

Blaine Oborn  
City Administrator  
[cityadmin@cityoflakegeneva.com](mailto:cityadmin@cityoflakegeneva.com)

## **TIF DISTRICT NO. 4 ADVANCE AGREEMENT**

THIS TIF DISTRICT FOUR ADVANCE AGREEMENT (this "Agreement") is made and entered into as of this    day of \_\_\_\_\_, 2016, by and between the City of Lake Geneva, a Wisconsin municipal corporation (hereinafter the "City"), and Gateway Technical College District (hereinafter "College").

### **RECITALS**

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

WHEREAS, the District has generated revenue resulting in a positive increment and there currently exists excess balances above the amount required to complete budgeted items for the District; and

WHEREAS, the College has requested that the City advance a portion of the estimated refund due and owing the College prior to the closing and audit of the District; and

WHEREAS, the City has no obligation to advance any excess funds before the District is closed and audited; and

WHEREAS, the City is willing to advance a sum to the College equal to 69.5% of the estimated refund due to the College prior to the final closing and audit of the District subject to the College entering into an acceptable agreement with the City which provides certain guarantees and assurances to the City; and

WHEREAS, on February 22, 2016 the City of Lake Geneva City Council authorized the City to advance a sum to the College equal to 69.5% of the estimated refund due to the College prior to the final closing and audit of the District subject to the College entering into an acceptable agreement with the City which provides certain guarantees and assurances to the City

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

1. The City shall advance 69.5% of the estimated refund due the College in the amount of \$200,971.08, which amount represents 69.5% of the estimated refund due to the College when the District is closed and audited pursuant to Wisconsin Statutes.
2. The College will accept the sum of \$200,971.08 representing 69.5% of the estimated refund it will be due upon the closing of the District pursuant to Wisconsin Statutes.
3. The College understands that the sum of \$200,971.08 is only a 69.5% estimate of the funds that may be due the College upon closing of the District. The College agrees that if the funds advanced to the College are more than they are entitled to after the District is closed and the required audit is performed, then the College will refund the difference between the sums advanced and the actual amount that is owed. The College will refund said difference within 30 days after written demand by the City.

4. The City also understands that the sum of \$200,971.08 is only a 69.5% estimate of the funds that may be due to the College after closing of the District. In the event the sums advanced are less than what is owed to the College after closing the District and performing the required audit, then the City will refund said difference within 30 after written demand by the College.
5. The College represents and warrants to the City that it has duly approved this Agreement and that it has authorized the appropriate officers in accordance with applicable law to negotiate and execute this Agreement on behalf of the College.
6. The City represents and warrants to the College that it has the authority to enter into this Agreement and to perform all the obligations under this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing, signed by the party giving the notice, and shall be deemed given when:
  - i. Hand delivered to the party to whom the notice is addressed;
  - ii. Mailed by certified mail, return receipt requested, United States mail, postage prepaid;
  - iii. Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below; or
  - iv. Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received.

**Addresses.** Notice shall be addressed to the respective parties as follows:

**FOR THE CITY:**

City of Lake Geneva  
City Hall  
626 Geneva Street  
Attention: Sabrina Waswo, City Clerk  
Email: [CityClerk@cityoflakegeneva.com](mailto:CityClerk@cityoflakegeneva.com)

With a copy to:

Daniel S. Draper,  
City Attorney  
626 Geneva Street  
Lake Geneva, WI 53813  
Email: [ddraper@cityoflakegeneva.com](mailto:ddraper@cityoflakegeneva.com)

**FOR THE COLLEGE:**

With a copy to:

8. This Agreement, including any document expressly incorporated by reference into this Agreement, states the final and exclusive agreement between the parties. Any and all prior negotiations and agreements are merged into and superseded by this Agreement.
9. No failure or delay by a party to insist on specific performance of any term of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall constitute a waiver of such term or such breach.
10. This Agreement binds and benefits the parties and their respective successors and permitted assigns and legal representatives.
11. This Agreement may be amended or modified only by a written agreement duly executed by all parties hereto.
12. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.
13. This Agreement shall be governed by the laws of the State of Wisconsin, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Crawford County, Wisconsin, or United States federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.
14. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then that provision is severed from this Agreement and the other provisions remain in effect.
15. Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

16. In the event of a breach of this Agreement by either party, the party to whom such obligation is owing may at its sole option exercise any and all remedies available at law or in equity first to compel specific performance by the defaulting party of its obligations hereunder, or if appropriate, to recover damages incurred by the party seeking to pursue its remedies hereunder including, without limitation, all costs, taxes, filing fees, arbitration fees, witness expense and reasonable attorneys' fees and disbursements.
17. Each right, power and remedy of a party provided for under this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for under this Agreement. The exercise or beginning of the exercise by a party of any one or more of the rights, powers or remedies provided for under this Agreement shall not preclude the concurrent or later exercise by a party of any or all such other rights, powers or remedies.
18. The College hereby agrees to and shall at all times indemnify and hold harmless the City of Lake Geneva (the "Indemnitee") against all: (i) claims, demands, liabilities, actions and prosecutions which may be asserted, made or brought against the Indemnitee, or any and; (ii) losses, costs, damages and expenses, including reasonable attorney expenses and disbursements, which may be suffered, incurred or sustained by the Indemnitee, provided in no event shall the College be liable to the Indemnitee for any consequential or incidental damages, damages resulting from loss of profits or income, loss of use or property or other indirect damages.
19. From time to time hereafter and without further consideration, the parties shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as either party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

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

[SIGNATURE PAGES FOLLOW]



**CITY SIGNATURE PAGE TO ADVANCE AGREEMENT**

CITY OF LAKE GENEVA

By: \_\_\_\_\_  
JIM CONNORS, City President

By: \_\_\_\_\_  
SABRINA WASWO, City Clerk

State of Wisconsin            )  
  ) ss:  
Walworth County             )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on \_\_\_\_\_

State of Wisconsin            )  
  ) ss:  
Walworth County             )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on \_\_\_\_\_

**COLLEGE SIGNATURE PAGE TO ADVANCE AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_

State of Wisconsin            )  
  ) ss:  
Walworth County            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on\_\_\_\_\_

State of Wisconsin            )  
  ) ss:  
Walworth County            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on\_\_\_\_\_

**Original 2015-2016 Operator's (Bartender) Licenses  
Monroe, Eileen Sorensen**

Hill/Kordus motion to approve. Unanimously carried.

Per the February 8, 2016 Minutes below, the intent shows a waiver of \$1,880 in parking fees and \$500 for the Brunk Pavilion usage. The total fees remaining would add up to \$2,575. It appears there was an error in the calculations with the original motion.

**Items removed from the Consent Agenda.**

**Park Reservation Permit application filed by Geneva Lake Arts Foundation for the annual "Art in the Park" event at Flat Iron Park including rental of the Brunk Pavilion, from 10 am to 5 pm on Saturday, August 13 and 10 am to 4 pm on Sunday, August 14, 2016 (recommended by Board of Park Commissioners on Feb. 3, 2016 with same fees as last year).** Kordus/Kupsik motion to reduce the 94 parking stall charges to \$1,880 and waive the \$500 two day fee for the Brunk pavilion, making the new total \$1,975. Mr. Kordus noted this is the same fee they paid last year and what was agreed to at the Park Board meeting. In the past, it was said that Venetian Fest, Art in the Park and Taste of Lake Geneva would have the fees waived for the Brunk pavilion. Ms. Chappell feels these festivals are getting extremely large and there might be other areas where they could be located to reduce having to close roads, waive fees, and bag parking stalls. Mr. Wall does not have a problem with this but does think all non-profits should be treated the same with regard to waiving fees. Ms. Hill agreed with Mr. Wall's statement. Mr. Kordus stated the \$1,975 did include the application fee. He took the total fee of \$4,955 minus the reductions he recommended. City Clerk Waswo asked for clarification and noted the schedule of fees have changed since last year. Mr. Kordus clarified he would like the \$3,760 amended to \$1,880 which is \$10 per stall. He also would like the \$500 per day Brunk pavilion fee waived. Those are the only two fees he recommends waiving. If that is subtracted from the \$4,955 total, it comes to \$1,975. Mr. Kordus said while consistency is nice, there are certain events that provide a different benefit to the City than others, which needs to be taken into consideration.

Roll Call: Kordus, Hill, Gelting, Kupsik, Howell voting "yes." Motion carried 5 to 3 with Chappell, Wall and Hedlund voting "no."

**Street Use Permit application filed by the Lake Geneva Jaycees for the use and closure of Wrigley Dr. from Center St. to Broad St. for Venetian Festival on August 15 – 22, 2016**

Kordus/Kupsik motion to approve with Jaycees paying the application fee and waiving the other fees.

Roll Call: Wall, Kordus, Gelting, Kupsik, Hedlund, Howell voting "yes." Motion carried 6 to 2 with Chappell and Hill voting "no."

**Riviera Beach Reservation Permit application filed by the Lake Geneva Jaycees for the use and closure of the Riviera Beach on Sunday, August 21, 2016 for the water ski show, boat parade and fireworks display**

Kordus/Kupsik motion to approve with Jaycees paying the application fee and waiving the other fees.

Roll Call: Wall, Kordus, Gelting, Kupsik, Hedlund, Howell voting "yes." Motion carried 6 to 2 with Chappell and Hill voting "no."

**Fireworks Permit application filed by the Lake Geneva Jaycees to be held on Sunday, August 21, 2016**

Kordus/Kupsik to approve with Jaycees paying the \$50 permit fee.

Roll Call: Chappell, Hill, Wall, Kordus, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

**Finance, License and Regulation Committee Recommendations – Alderman Kupsik**

**Kupsik/Kordus motion to approve Resolution 16-R3, a wage resolution implementing pay scale grades and wage increases for part-time employees (recommended by the Personnel Committee on Jan. 28, 2016)**

This is part of implementing the wage study and assigning grades to part-time positions. All City positions now have grade scales, which provide flexibility. There was a modification from the Personnel Committee to clarify the starting wage. Mr. Oborn added the multi-year positions. Mr. Oborn has taken this to the Police & Fire Commission as well.

Roll Call: Chappell, Wall, Kordus, Hill, Gelting, Kupsik, Hedlund, Howell voting "yes." Unanimously carried.

# CITY OF LAKE GENEVA EVENT PERMIT APPLICATION



Please fill in all blanks completely, as incomplete applications will be rejected.  
Applications must be submitted **AT LEAST 10 WEEKS** prior to the proposed event date(s).

## Section I - What type of Permit(s) will your event require?

- Parade Permit.** Required for any parade on public property.
  - Map or description of the requested route to be traveled.
- Public Assembly Permit.** Required for any public gathering on public property. No fee required.
- Street Use Permit.** 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.
- Parking Stall Bag Request.** Required for reserving the use of any City parking stall in conjunction of with an event.
- Park Reservation Permit.** Required for reserving the use of a park facility or shelter.
  - Brunk Pavilion.** Requires rental of Flat Iron Park. Additional rental fees apply.
- Beach Reservation Permit.** Required for reserving the use of the beach.

## Section II - Applicant Information

1. Applicant Name: Bart Ziegler Date of Application: 12/29/2015
2. Organization Name: Geneva Lakes Art Association
3. Organization Type:  For Profit  Non-Profit (501(c)   ) Tax ID
4. Mailing Address: P.O. Box 623
5. City, State, Zip: Lake Geneva, WI, 53147
6. Phone:                      E-mail:
7. Applicant's Drivers License #:                      State license issued:
8. Are you applying as a resident of the City of Lake Geneva?  Yes  No  
*If yes, proof of residency must be attached.*

## Section III - Event Information

1. Title of Event: Art in The Park
2. Date(s) of Event: August 13th & 14th 2016
3. Location(s) of Event: Flat Iron Park
4. Hours: Saturday 10-5; Sunday 10-4

5. Event Chair/Contact Person: Bart Ziegler Phone: \_\_\_\_\_

6. Day of Event Contact Name: Bart Ziegler Phone: \_\_\_\_\_

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

8. Will you charge an admission fee?  Yes  No

9. Estimated Attendance Number: 5000

10. Basis for Estimate: Previous Years Estimate

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

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

12. Will there be any animals?  Yes  No

*If yes, what type and how many.* \_\_\_\_\_

13. Detailed description of proposed event with map of exact location of the event and/or route.  
Free to the public art fair, including food, porta-potties, 80+ exhibitors and music at Flat Iron Park

14. Description of plan for handling refuse collection and after-event clean-up:  
We are asking the city for <sup>five</sup> ~~six~~ extra garbage cans. We will provide dumpsters as well. The boyscouts pick up refuse at the end of the day.

15. Description of plan for providing event security (if applicable):  
We hire Lake Geneva Police for Saturday evening, Saturday 6pm-9am Sunday morning  
Also:  
Parking Barricade On Center  
Sat 6-9AM  
Sun 6-9AM  
Sun 4-6 PM

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.*

Boyscout troop selling food & soft drinks

**Section IV - Street Use**

Check if this section does not apply.

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

*Road closures must include rental of barricades.*

Center Street (Main and Wrigley) Closed:

Sat 6-9 AM

Sun 6-9 AM (AND) 4 PM-6 PM

2. Will any parking stalls be used or blocked during the event?  Yes  No

Date(s) of use: August 13th & 14th 2016

Total Number of Stalls Request: 94 B2c

Stall Number(s) and Location: Center Street Parking Stalls 720-793; LC Lot and Parking Stalls 978-1002 including 1 handicap spot. Reserved all day Sat & Sun August

Additional Information:

Exclude 728-730 (Motorcycle Parking)

3. Description of signage to be used during event:

*If requesting City banner poles, please include a Street Banner Display Application.*

Signs at Home Depot for Shuttle Info

Signs at Park and on Center & Main

Banners on light poles on main (4) Displayed for 2 weeks

**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: City Electric Boxes Open and Accessable
- Water Explain: \_\_\_\_\_
- Traffic Control Explain: Center St Blocked 8/13 6-9am; 8/14 6-9am & 4-6pm
- Police Services Explain: Evening Security 6pm Aug 13 until 9am Aug 14
- Fire/EMS Services Explain: \_\_\_\_\_
- Other Explain: \_\_\_\_\_

**Section V- Fees**

Application and Permit Fees		Unit Fee			Applicable Fee
<b>Parade Permit</b>					
Application Fee		\$25.00			_____
<b>Street Use Permit</b>					
Application Fee		\$25.00			25.00 ✓
Permit Fee - Events lasting 2 days or less		\$40.00			40.00 ✓
Permit Fee - Events lasting more than 2 days		\$100.00			_____
<b>Parking Stall Bag Request</b>					
Administrative Fee		\$10.00			10.00 ✓
Parking Stall Usage/Blockage Fee - Per Stall, Per Day			# of Stalls	# of Days	
March 1 - November 14	\$20.00	x	94	x 2	= 3760
November 15 - February 29	\$10.00	x	_____	x _____	= _____
<b>Park Reservation Permit</b>					
Application Fee		\$25.00			25.00 ✓
<b>Security Deposit</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less		\$50.00			_____
50-149 Attendees		\$100.00			_____
150 or more Attendees		Determined by Park Board			Det by PB
<b>Non-Resident</b>					
49 Attendees or Less		\$100.00			_____
50-149 Attendees		\$150.00			_____
150 or more Attendees		Determined by Park Board			_____
<b>Park Reservation Fees - Per Location, Per Day</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less	\$30.00	x	_____	x _____	= _____
50-149 Attendees	\$55.00	x	_____	x _____	= _____
150 or more Attendees	\$105.00	x	1	x 2	= 210.00
<b>Non-Resident</b>					
49 Attendees or Less	\$75.00	x	_____	x _____	= _____
50-149 Attendees	\$125.00	x	_____	x _____	= _____
150 or more Attendees	\$225.00	x	_____	x _____	= _____
<b>Brunk Pavilion Rental Permit</b>					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>					
Non-Profit or Resident	\$250.00			# of Days	
		x		2	= 500
Non-Resident	\$500.00				= _____
		x			= _____
<b>Additional Park Amenities</b>					
Equipment (with delivery)	Rental Fee		# Requested	Sec. Dep.	Applicable Fee
Benches	\$5.00 each		x 10	+ \$50.00	= 100 ✓
Picnic Tables	\$15.00 each		x 5	+ \$50.00	= 125 ✓
Barricades	\$5.00 each		x 4	+ \$50.00	= 70 ✓
Trash Receptacles	\$8.00 each		x 5	+ \$50.00	= 90 ✓
Dumpster Delivery	\$50.00 each		x _____	+ \$0	= _____
Dumpster Pick-up	\$50.00 plus additional landfill		_____		_____
Fencing - Snow	\$30.00 per 50 feet		_____		_____
<i>Requests for equipment are subject to availability.</i>					<b>Subtotal: \$</b> 4955

Application and Permit Fees	Unit Fee	Applicable Fee
<b>Beach Reservation Permit</b>		
<i>Excludes Normal Beach Hours Memorial Day through Labor Day 9am-5pm</i>		
<i>Opening/Cleaning of Beach Bathrooms will be invoiced at an Hourly Rate</i>		
Application Fee	\$25.00	_____
Security Deposit		
Non-Profit or Resident		
49 Attendees or Less	\$50.00	_____
50-149 Attendees	\$100.00	_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>	_____
Non-Resident		
49 Attendees or Less	\$100.00	_____
50-149 Attendees	\$150.00	_____
150 or more Attendees	<i>Determined by Piers, Harbors &amp; Lakefront</i>	_____
Beach Reservation Fees - Per Day		
Non-Profit or Resident		<b># of Days</b>
49 Attendees or Less	\$30.00	x _____ = _____
50-149 Attendees	\$55.00	x _____ = _____
150 or more Attendees	\$105.00	x _____ = _____
Non-Resident		
49 Attendees or Less	\$75.00	x _____ = _____
50-149 Attendees	\$125.00	x _____ = _____
150 or more Attendees	\$225.00	x _____ = _____
		Subtotal: \$ _____
		+ Subtotal from Page 4: \$ _____

**Total PAID with Application: \$ 4955.00**

*Accepted by cash, credit card or checks (payable to the City of Lake Geneva)*

**Section VI - Signature of Applicant**

"The information provided in this application is true and correct to the best of my knowledge and belief. I understand that cancellation of any event, for any reason, shall result in the forfeiture of permit fees. I understand that application fees are not refunded in the event the application is not approved. I understand that in addition to the schedule of fees, if any additional City services are requested or determined to be impacted, an additional fee will be charged for those services. I agree to comply with all applicable state, federal and municipal regulations and ordinances."

**APPLICANT SIGNATURE:**



DATE: 12/29/2015

For Office Use Only

Date Filed with Clerk: 12/29/15 Payment with Application: \$ 4,955.00 Receipt: C151229-1

Additional Fees Collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

Departmental review (all that apply):

Police Chief:  Approved  Denied Signed: [Signature]  
Additional services needed: \_\_\_\_\_

Fire Chief:  Approved  Denied Signed: Paul Connelly  
Additional services needed: \_\_\_\_\_

Street Dept.:  Approved  Denied Signed: [Signature]  
Additional services needed: NO stakes for tents.

Parking Dept.:  Approved  Denied Signed: [Signature]  
Additional services needed: unless private utilities marked public

Piers, Harbors & Lakefront:  Approved  Denied Signed: [Signature]  
Additional services needed: \_\_\_\_\_

Committee/Council review (all that apply):

Park Board: Meeting Date(s): 2/3/2016  Approved  Denied  
Reasons/Conditions: None

Finance, License & Regulation: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

Council: Meeting Date(s): \_\_\_\_\_  Approved  Denied  
Reasons/Conditions: \_\_\_\_\_

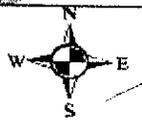
Clerk's Office Completion:

Total Add'l fee/deposit to be collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

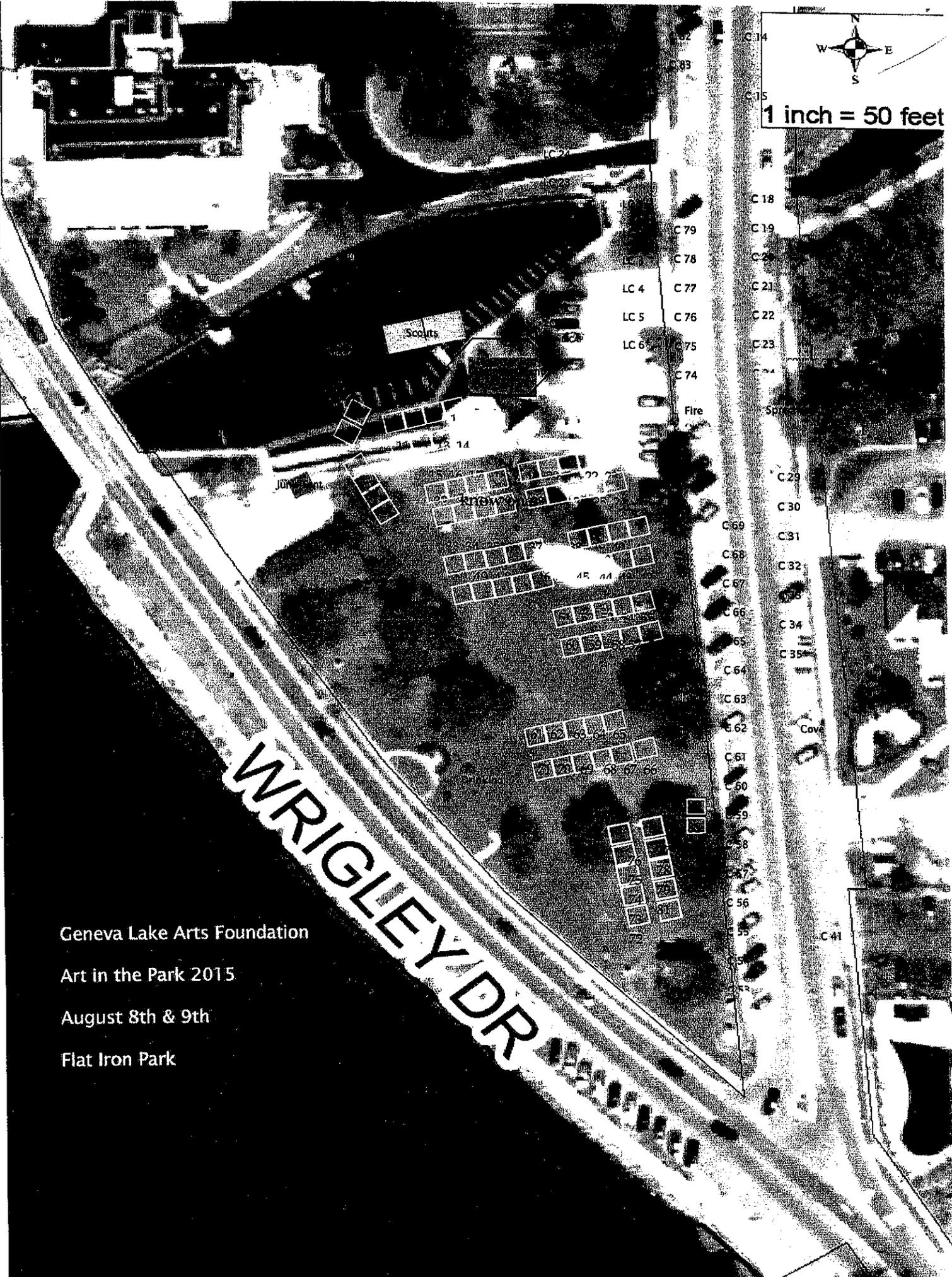
Permit(s) issued:  Parade/PA  Street Use  Park Permit

Date of issue: \_\_\_\_\_ Deposit Returned: \$ \_\_\_\_\_ Deposit withheld: \$ \_\_\_\_\_

Reason withheld: \_\_\_\_\_



1 inch = 50 feet



Geneva Lake Arts Foundation  
Art in the Park 2015  
August 8th & 9th  
Flat Iron Park

WRIGLEY DR



**MEMORANDUM**

**FROM:**       STEPHANIE GUNDERSON, ASSISTANT CITY CLERK

**RE:**         2016 ART IN THE PARK – FLAT IRON PARK 8/13/16-8/14/16

**DATE:**       JANUARY 12, 2016

I spoke with applicant Bart Ziegler on January 12, 2016 and he confirmed the tents that are used do require 1ft stakes for anchoring. I have notified Dan Winkler and Tom Earle of this information via email. I informed Mr. Ziegler to contact Diggers Hotline so they can locate the buried utilities.

**Stephanie Gunderson**

---

**From:** Tom Earle  
**Sent:** Thursday, January 14, 2016 2:25 PM  
**To:** Stephanie Gunderson; Dan Winkler  
**Cc:** City Clerk; Neil Waswo; Blaine Oborn  
**Subject:** RE: 2016 Art in the Park - 8/13-8/14

**Stephanie,**

**I talked to Mr Ziegler on the phone today.**

**He agreed to contact myself and a private locater (preferably John Nish) a week before the set up for the event and have all the City owned electrical lines located at the permittee's expense.**

**I explained to Mr Ziegler that without that locate he would be responsible for any and all damages caused by any staking.**

**I will approve the permit request under those conditions.**

**It may be in the Cities best interest to make that mandatory in the future and place it on the permit app???**

**If you need me to sign off on anything let me know, thanks!!!!!!**

Tom Earle  
Assistant Director of Public Works  
City of Lake Geneva Street Dept.  
1065 Carey St.  
Lake Geneva WI. 53147

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**From:** Tom Earle  
**Sent:** Tuesday, January 12, 2016 1:58 PM  
**To:** Stephanie Gunderson; Dan Winkler  
**Cc:** City Clerk; Neil Waswo; Blain Oborn  
**Subject:** RE: 2016 Art in the Park - 8/13-8/14

**All,**

**I do not think this a wise decision to allow tent stakes in the Parks. There are utilities all over that are very shallow. To find them all would be a needle in a haystack.**

**I believe our stance in the past has been no stakes, I see no reason to change that now.**

Tom Earle  
Assistant Director of Public Works  
City of Lake Geneva Street Dept.  
1065 Carey St.  
Lake Geneva WI. 53147



# Board of Park Commissioners

Doug Skates - President

Alderman Al Kupsik	Lynn Hassler	Barb Hartigan
Brian Olsen	Peggy Schneider	Dave Quickel
John Swanson	Mayor Jim Connors	

Director of Public Works Daniel S. Winkler, P.E., Secretary

City of Lake Geneva 626 Geneva Street Lake Geneva, WI 53147-1914

[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

Phone: (262) 248-3673

## MINUTES OF THE 6:00 PM FEBRUARY 3, 2016 MEETING

City Hall 2<sup>nd</sup> Floor Room 2A

### Call to Order:

The Board of Park Commissioners meeting was called to order by President Skates at 6:00 PM. Secretary Winkler read the roll.

### Roll Call:

President Doug Skates \_\_exc\_\_, Lynn Hassler \_\_X \_\_\_\_, Barb Hartigan \_\_exc\_\_, Peggy Schneider \_\_X \_\_\_\_, Dave Quickel \_\_late\_\_, John Swanson \_\_X \_\_\_\_, Ald. Al Kupsik \_\_X \_\_\_\_, Brian Olsen \_\_X \_\_\_\_, Mayor Jim Connors \_\_X\_\_. (6 then 7 Total).

### Staff & Aldermen Present:

DPW Daniel Winkler \_\_X\_\_, \_\_\_\_\_ Street Foreman Neil Waswo, Administrator Blaine Oborn \_\_X\_\_.

### Public Present:

Chris Schultz, Andy Kerwin, Ryan Steltzer.

### Approve the Minutes of the Prior Meeting:

It was moved by Mayor Connors to approve the minutes of the prior meeting, and seconded by Commissioner Swanson. The motion passed 6-0.

### Public Input:

None.

### Permits & Park Donations:

DATE 03/26/16 LOCATION Seminary Park USE Easter Egg Hunt

Acting Chair Kupsik read the permit. It was moved by Mayor Connors to approve, and seconded by Commissioner Swanson. The motion passed 7-0.

DATE 8/13 thru 8/14/16 LOCATION Flat Iron Park USE Art in the Park

Acting Chair Kupsik read the permit. It was moved by Mayor Connors to approve, and seconded by Commissioner Quickel. The discussion was the same fees as charged in the past and extra trash cans will continue. The motion passed 7-0.

# CITY OF LAKE GENEVA

626 Geneva Street  
Lake Geneva, WI 53147  
(262) 248-3673  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



## Memorandum

**Date:** March 11, 2016

**To:** Finance, License & Regulation Committee

**From:** Blaine Oborn, City Administrator

**Subject:** Discussion/Action on Developers Agreement with Shad Branen for the Lake Geneva Theater

Attached is the negotiated Development Agreement with Shad Branen for up to \$895,000 for a Lake Geneva Theater Redevelopment Grant. I appreciate the input from Alderman Gelting and City Attorney Draper. The City has budgeted \$800,000 in TIF 4 funds for the grant and has an additional \$100,000 in contingency. The agreement protects the City through a personal guarantee and 10 year liens on the property and fixtures. The justification for the grant is that the property would not be redeveloped "but for" the tax incremental financing grant incentive. This is a \$2.5 to \$3 million undertaken with City participation to make the project feasible. The attached Project Budget breaks down the flow of the project costs and grant amounts. I recommend City Council approval of the Development Agreement with Shad Branen for the Redevelopment Grant for the Lake Geneva Theater.

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Shad Branen, and any and all entities holding, owning or operating the Property (the Developer").

### **RECITALS**

WHEREAS, Effective \_\_\_\_\_, 20\_\_ the City created City of Lake Geneva Tax Increment District No. 4 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law");

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

WHEREAS, to facilitate the Project contemplated by this Agreement, the City wishes to provide a grant for redevelopment of property located at 244 Broad Street, Lake Geneva, WI 53147 (the "Property"); and

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

WHEREAS, the Developer proposes to purchase the property at 244 Broad Street, Lake Geneva, (the "Property") and restore said property back to a for profit theater (the "Project"); and

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

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

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

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

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

**ARTICLE I  
PROPERTY DESCRIPTION**

The property subject to this Agreement is located within the District at 244 Broad Street in the City of Lake Geneva, and is more accurately described in Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property").

**ARTICLE II  
PROJECT DESCRIPTION**

The project contemplated by this Agreement shall consist of \_\_\_\_\_ square foot Theater constructed substantially in accordance with the Developer's plans and specifications, which are attached to this Agreement as Exhibit B and incorporated herein by reference (the "project").

**ARTICLE III  
OBLIGATIONS OF THE DEVELOPER**

**3.1. Execution of Purchase and Sale Agreement.** Developer has entered into a Purchase and Sale Agreement a copy of which attached to this Agreement as Exhibit C and incorporated by reference. Said Purchase and Sale Agreement is contingent upon Developer receiving a grant from the City for the construction of the project attached hereto as Exhibit B and incorporated herein by reference.

**3.2. Development of the Property.** Subject to the terms of this Agreement, the Developer shall develop or cause to be developed the Project on the Property by December 31, 2016.

**3.3. Minimum Project Costs.** The Developer shall incur costs in developing the project of not less than \$1,360,000.00 (which does not include the acquisition cost of the real estate). Costs less than \$1,360,000 shall result in a dollar for dollar reduction in the amount of the Grant specified in Article IV. For the project costs calculation, the installation of professional digital projection packages, sound systems and screens in all of the four auditoriums shall be valued at \$400,000.

**3.4. Project Deadline.** The Developer shall complete construction of the project on or before December 31, 2016. For the purposes of this Agreement, construction shall be complete on the date a temporary Certificate of Occupancy for the project is issued by the State of Wisconsin Department of Safety and Professional Services and the Project is open for business. In the event weather conditions prevent the completing of project exterior improvements and/or landscaping by the date prescribed above, construction shall be deemed complete on the date a temporary Certificate of Occupancy for the project is issued by the State of Wisconsin Department of Safety and Professional Services, provided that such exterior and/or landscaping improvements shall be completed no later than six (6) months following the issuance of the temporary Certificate. In the event the project is not completed by the above deadline, the Developer shall pay a penalty of \$100 per day which shall be deducted from the Grant amount.

**3.5. Cost Reimbursements.** The Developer shall submit monthly written Request for Payment forms and related attachments to the City and a title insurance company mutually agreed to by the

parties hereto who will act as escrow agent for any costs for which the Developer wishes to be reimbursed as provided in Article VII of this Agreement. Payments will be 85 percent of the total amount of the construction bills submitted and the remaining amount will be provided by the Developer. No more than \$777,500 in grant proceeds shall be paid for the construction costs. However, additional grant payments shall be made as follows: 1) \$50,000 upon proof of installation of professional digital projection packages, sound systems and screens in all of the auditoriums, 2) \$27,500 for the installation of an elevator if required, and 3) \$40,000 as provided in Section 7.5 of this agreement.

**3.6.** Except as provided in Article VIII of this Agreement, the Developer shall continue to own the Property for at least ten (10) years following completion of the Project and operate the same as a for profit entertainment center open to the general public.

**3.7. Property Taxes.** The Developer shall pay all property taxes on the Property in full each year when due and payable.

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

**3.9. Record Keeping.** The Developer shall maintain copies of all regulatory, contract, cost and reimbursement records related to the Project for ten (10) years following the completion of the Project and shall make all such records available for inspection by the City and its duly authorized agents and contractors within two (2) business days of the City's providing written notice to the Developer as provided in Article X of this Agreement.

#### **ARTICLE IV OBLIGATIONS OF THE CITY**

**4.1. Payment of Grant.** Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$895,000.00 (the "Grant"), of which \$867,500 in grant funds shall be applied to construction renovation and purchasing of furniture, fixtures, and equipment provided the City is provided a second lien evidenced by UCC financing statement against said furniture, fixtures, and equipment and a second lien position on the Property provided however that the first lien on the Property shall not exceed \$731,000.00 and in no event shall the Grant exceed the capital investment by the Developer. The compensation of the fixture lien and the property lien shall not exceed \$867,500. An additional \$27,500 in grant funds is available for construction of an elevator if required as part of the State construction permit with an additional property lien of \$27,500. Further, the Developer shall provide a personal guaranty for the terms and conditions of this Grant.

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

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

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

**5.2. Necessity of Grant.** The Developer represents and warrants to the City that but for the Grant to be provided by the City under this Agreement, the Developer would not proceed with the purchase and reconstruct and renovate the property back to a theater.

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

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

**6.2. Board Approval.** The City represents and warrants to the Developer that on \_\_\_\_\_, 201\_, the City Council approved this Agreement and authorized its execution by the proper City officers on the City's behalf.

## **ARTICLE VII GRANT PAYMENT PROCESS**

**7.1. Construction Costs.** For the purposes of this Agreement, all hard and soft construction costs and furniture, fixtures, and equipment purchases subject to the limitations set forth in 4.1 for the current premises on the Property shall be considered eligible for reimbursement under this Agreement.

**7.2. Request for Payment Forms.**

(a) The Grant funds shall be deposited with a title company acceptable to both parties.

(b) No more than once per month, the Developer may submit to the title company holding the funds in escrow, a completed request for payment for as required by the title company with attached copies of all related receipts and invoices for construction costs and purchases for the project.

(c) Copies shall be provided to the City Clerk and the City Comptroller for review and approval.

(d) If the City Clerk receives a completed Request for Payment form and attachments at least 3 business days before the 2<sup>nd</sup> Monday of the month, the Clerk will do all things necessary to schedule the Request for Payment for action by the City Council at the regularly scheduled City Council meeting on that 2<sup>nd</sup> Monday of the month.

(e) If the City Clerk receives a completed Request for Payment form and attachments at least 3 business days before the 4<sup>th</sup> Monday of the month, the Clerk will do all things necessary to schedule the Request for Payment for action by the City Council at regularly scheduled City Council meeting on that 4<sup>th</sup> Monday of the month.

(f) Requests for Payment forms received by the City Clerk less than 3 days prior to the 2nd Monday of a month shall be scheduled for action by the City Council at the regularly scheduled City Council meeting on the 4th Monday.

(g) Requests for Payment forms received by the City Clerk less than 3 days prior to the 4<sup>th</sup> Monday of a month shall be scheduled for action by the City Council at the regularly scheduled City Council meeting on the following month on the 2<sup>nd</sup> Monday.

(h) The City in its sole discretion shall be authorized to hire a third party to inspect and verify that all work has been completed according to plans attached hereto as Exhibit B and the submitted budget attached hereto as Exhibit C which inspections shall be paid by the Developer.

(i) All cost over runs above those costs shown on the attached Exhibit C shall be paid by Developer unless savings on budgeted items are realized in which case said savings may be applied to such over runs.

**7.3. Approval of Request.** Within three (3) days of the City Council's approval of the Request for Payment, the City shall instruct the title company acting as escrow agent to issue a check to the Developer for the approved amount.

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

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

(b) The City Council reasonably believes that all or a portion of the amount requested is not attributable to hard or soft construction costs for the premises, or furniture, fixtures, or equipment purchased for the Property.

**7.5.** The title company shall withhold payment of the final \$40,000.00 of the Grant until 1) The Developer has received a final Certificate of Occupancy for the project from the State of Wisconsin Department of Safety and Professional Services, 2) Any and all construction and mechanics' liens on the property have been satisfied, not including liens placed on the property by the City, and 3) The minimum projects costs of \$1,360,000 has been incurred as provided in Section 3.3 of this agreement.

**7.6. Lien on the Property.** Concurrent with payment of the retainage, the Developer shall execute a lien or mortgage document in favor of the City in the amount of the final amount of the Grant, which shall be recorded and act as security to insure performance of the obligations of the Developer under this Agreement. Upon the fulfillment of the obligations of the Developer under this Agreement, the City shall execute and record a document releasing the lien or mortgage on the Property and the developer shall be released from any obligation to repay the Grant.

**7.7. Termination of Payments.** The obligation of the City to make payments under this

Agreement shall terminate once the aggregate total of all payments made to the Developer equals the maximum amount of the Grant specified in Article IV of this Agreement.

**ARTICLE VIII  
ASSIGNMENT BY DEVELOPER**

**8.1. Permitted Assigns.** The Developer may:

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

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

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

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

**ARTICLE IX  
NO PARTNERSHIP OR VENTURE**

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

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

**ARTICLE X  
WRITTEN NOTICES**

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

(a) Hand delivered to the party to whom the notice is addressed;

(b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid;

(c) Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below; or

(d) Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received.

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

(a) **FOR THE CITY:**

City of Lake Geneva  
City Hall  
Attention: Sabrina Waswo, City Clerk  
636 Geneva Street  
Lake Geneva, WI 53141  
Email: [CityClerk@cityoflakegeneva.com](mailto:CityClerk@cityoflakegeneva.com)

With a copy to:

Daniel S. Draper,  
City Attorney  
636 Geneva Street  
Lake Geneva, WI53813  
Email: [ddraper@cityoflakegeneva.com](mailto:ddraper@cityoflakegeneva.com)

(b) **FOR THE DEVELOPER:**

Shad Branen  
WIN Properties, LLC  
P.O. Box 731  
Burlington, WI 53105  
Email: [shad@winmediainc.com](mailto:shad@winmediainc.com)

**ARTICLE XI  
DEFAULT, TERMINATION AND INDEMNITY**

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

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

(b) Any foreclosure action is filed against the Property, any petition is filed by or against a party to declare a party bankrupt or a debtor under any insolvency law or to delay,

reduce or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

(c) The Developer shall require any other financial institution providing financing for the project to provide the City with any notices of default.

(d) Any transfer of ownership by Developer without the written consent of the City.

**11.2. Default in Obligation to Own the Property.** Except as limited by this paragraph, if the Developer fails to fully perform its obligations under this Agreement, said failure shall be deemed a default.

**11.3. Default in Obligation.** If the Developer fails to fully perform any of its obligations under this Agreement or any other financing for the project, then the City or the City's agents shall have the right to enter onto the Property to perform those obligations. The Developer shall reimburse the City for any costs incurred by the City in performing said obligations. If the Developer reimburses the City for all grant monies provided to Developer, then the City shall release any lien or mortgage against the Property as provided for under this Agreement. If the Developer fails to reimburse the City, then the City may seek to foreclose on the lien or mortgage or exercise any other remedy available at law or in equity.

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

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

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

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

(a) Either party is relieved of or enjoined from performing its obligations, in whole or in part, by a judicial determination by any court of competent jurisdiction, and all appeals therefrom shall have been adjudicated or terminated;

(b) An Event of Default shall have occurred and the non-defaulting party to this Agreement agrees to such termination;

(c) The obligation under Section 3.6 of this Agreement to continue to own the Property for ten (10) years following the completion of the Project has expired or is waived by the City.

(d) The liens provided and grant obligations under this Agreement shall be reduced in the form of grant (loan) forgiveness over ten years as follows:

- 1) After 2 years of operation a 10% reduction of the grant total
- 2) After 3 years of operation a 10% reduction of the grant total
- 3) After 4 years of operation a 10% reduction of the grant total
- 4) After 5 years of operation a 10% reduction of the grant total
- 5) After 6 years of operation a 10% reduction of the grant total
- 6) After 7 years of operation a 10% reduction of the grant total
- 7) After 8 years of operation a 10% reduction of the grant total
- 8) After 9 years of operation a 10% reduction of the grant total
- 9) After 10 years of operation a 20% reduction of the grant total

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

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

## **ARTICLE XII TIME AND FORCE MAJEURE**

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal),

civil disorder, inability to procure materials , wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections , war, fuel shortages, accidents , casualties, floods, earthquakes, fires, acts of God, epidemics , quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure ; provided, however , that failure of performance was reasonably caused by such Force Majeure.

### **ARTICLE XIII GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

in effect.

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

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

**13.11. Recording.** The parties agree that this Agreement may be recorded to provide notice to third parties of the ownership requirements contained in this Agreement.

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

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

[SIGNATURE PAGES FOLLOW]

**CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT**

CITY OF LAKE GENEVA

By: \_\_\_\_\_  
JIM CONNORS, City President

By: \_\_\_\_\_  
SABRINA WASWO, City Clerk

State of Wisconsin            )  
  ) ss:  
Walworth County            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on \_\_\_\_\_

State of Wisconsin            )  
  ) ss:  
Walworth County            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires on \_\_\_\_\_

**DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT**

\_\_\_\_\_

State of Wisconsin            )  
  ) ss:  
Walworth County            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, \_\_\_\_\_.

[Seal]

\_\_\_\_\_

Notary Public, State of Wisconsin  
My commission expires on \_\_\_\_\_

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

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT "A"**  
Legal Description

The following described real estate situated in the County of Walworth and State of Wisconsin, to-wit:

Parts of Lots 1, 2 and 3, Block 26 in the Original Plat of the Village of Geneva, now City of Lake Geneva, Walworth County, Wisconsin and bounded by lines as follows, to-wit:

Commencing at the SE corner of Lot 1 aforesaid; running thence West on the south lines of said Lots 1, 2 and 3 to a point on the South line of said Lot 3, which is 15 feet West of the East line thereof, said point being the SE corner of that parcel of land heretofore conveyed by the party of the first part of Charles Quigley, running thence North on said Quigley's East line (which said line is parallel with and of an even and equal distance of 15 feet West from the East line of said Lot 3) 46 feet thence East parallel with the South lines of said Lots 1, 2 and 3, to the East line of said Lot 1, thence South on the East line of said Lot 1, 46 feet to the place of commencement.

ALSO that part of Lots 1 and 2 in Block 26 of the Village of Geneva, now City of Lake Geneva, Walworth County Wisconsin, according to the recorded Plat of said Village of record in the Office of the Register of Deeds in and for the County of Walworth and State of Wisconsin, aforesaid, described as follows, to-wit:

Commencing at a point in the East line of said Lot 1, 46 feet North of the Southeast corner thereof, being in the Northeast corner of the Theater building; thence North 25 feet; to the Southeast corner of a building presently owned by Pantorium Cleaners and Dyers, Inc.; thence West parallel with the North line of said Lots 1 and 2, 100 feet; thence South 25 feet, to the North line of the Theater building; thence East, along said North line, 100 feet to the place of beginning.

ALSO a parcel of land consisting of part of Lots 1, 2 and 3 in Block 26 of the Original Plat of the City of Lake Geneva, Walworth County, Wisconsin, described as follows, to wit:

Commencing at the NE corner of said Block 26; thence South along the East line of said Block, 77 feet to the place of beginning; thence West parallel to the North line of said Block, 95 feet; thence South 9 feet; thence West 40 feet; thence South parallel to the East line of said Block, 40 feet; thence East 35 feet to the SW corner of land conveyed by Christian Larsen and wife, to Henry H. White, by deed recorded in Volume 113 of Deeds, on Page 207; thence North 25 feet; thence East 100 feet to the East line of said Block; thence North along the Block line, 24 feet to the place of beginning.

ALSO a parcel of land consisting of part of Lots 2 and 3, Block 26 of the original plat of the Village of Geneva, now City of Lake Geneva, Walworth County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Block 26, thence South along the East Line of said Block, 77 feet; thence West parallel to the North line of said Block, 95 feet; thence South, parallel to the East line of said Block, 1.50 feet to the place of beginning; thence continue South 7.50 feet; thence West parallel to the North line of said Block, 40.00 feet; thence North, parallel to the East line of said Block, 7.50 feet; thence East, parallel to the North line of said Block, 40.00 feet to the place of beginning.

ALSO a right of way in common with others, over the following described parcel of land:

Beginning 25 feet East of the NW corner of said Lot 2; thence South 77 feet; thence East 10 feet; thence

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ALTA Commitment (06/17/2006)

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**EXHIBIT "A"**  
Legal Description

North 77 feet; thence West 10 feet to the place of beginning.

Tax Key No: ZOP 00246, ZOP 00247, and ZOP 00248

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AMERICAN  
LAND TITLE  
ASSOCIATION



EXHIBIT B  
SALE AND PURCHASE AGREEMENT

**WB-44 COUNTER-OFFER**

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

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

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, Inc.  
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI

3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.  
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

7 1) Purchase Price shall be Eight Hundred Sixty Thousand Dollars (\$860,000).  
8 \_\_\_\_\_

9 2) Buyer's bank letter is attached.  
10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

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24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

31 Party making the Counter-Offer on or before December 31, 2015 by 5:00PM

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to

33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**

35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/29/2015

37 Shad Branen 12/29/2015 11:16 PM CST and Firm 12/30/2015 03:51 PM CST

38 (x) \_\_\_\_\_ (x) William Tachimek  
39 Signature of Party Making Counter-Offer ▲ Signature of Party Accepting Counter-Offer ▲  
40 Print name ► WIN Media, Inc. Print name ►

41 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Signature of Party Accepting Counter-Offer ▲  
43 Print name ► Print name ►

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_

45 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

**WB-44 COUNTER-OFFER**

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

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

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, Inc.  
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI

3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

7 **1) Purchase Price shall be Eight Hundred Fifty Thousand Dollars (\$850,000).**

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
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25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before December 26, 2015 by 5:00PM

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**  
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/23/2015.  
37 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

38 (x) Shad Branen  12/23/2015  
39 Signature of Party Making Counter-Offer ▲ Date ▲  
40 Print name ▶ WIN Media, Inc.

(x) \_\_\_\_\_  
Signature of Party Accepting Counter-Offer ▲ Date ▲  
Print name ▶ \_\_\_\_\_

41 (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Date ▲  
43 Print name ▶ \_\_\_\_\_

(x) \_\_\_\_\_  
Signature of Party Accepting Counter-Offer ▲ Date ▲  
Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc on 12-23-15.  
45 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

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

**WB-44 COUNTER-OFFER**

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

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

1 The Offer to Purchase dated 12/21/2015 and signed by Buyer WIN Media, INC.  
2 for purchase of real estate at 244 Broad St. Lake Geneva, WI

3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1) Purchase price shall be Eight Hundred Ninety Five Thousand Dollars (\$895,000).  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
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26 \_\_\_\_\_  
27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before December 23, 2015 by 5pm

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**  
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc. on 12/22/2015.

37 William Jachimek and Firm LAKE GENEVA AREA REALTY, INC. Date 12/22/2015  
12:48 PM CST Date ▲

38 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
40 Print name ▶ Jachimek Family LP Print name ▶ \_\_\_\_\_

41 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲  
43 Print name ▶ \_\_\_\_\_ Print name ▶ \_\_\_\_\_

44 This Counter-Offer was presented by Sal Dimiceli Sr. - Lake Geneva Area Realty on 12/23/15.  
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) SB (Party's Initials) \_\_\_\_\_

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

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON December 21, 2015 [DATE] IS (AGENT-OF-BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**  
3 **GENERAL PROVISIONS** The Buyer, WIN Media, Inc.  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 244 Broad St  
5 \_\_\_\_\_ in the \_\_\_\_\_ City  
6 of Lake Geneva, County of Walworth, Wisconsin  
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:  
8 ■ PURCHASE PRICE: Eight Hundred Thousand  
9 \_\_\_\_\_ Dollars (\$ 800,000.00 ).  
10 ■ EARNEST MONEY of \$ --- accompanies this Offer and earnest money of \$ 40,000.00 will be  
11 mailed, or commercially or personally delivered within 1 days of acceptance to listing broker or  
12 \_\_\_\_\_.  
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer  
15 not excluded at lines 20-22, and the following additional items: Contents of Building as shown  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 All personal property included in purchase price will be transferred by bill of sale or N/A  
19 \_\_\_\_\_  
20 ■ NOT INCLUDED IN PURCHASE PRICE: N/A  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**  
24 **by Seller or which are rented and will continue to be owned by the lessor.**  
25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**  
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.  
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**  
28 **acceptance provide adequate time for both binding acceptance and performance.**  
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
30 December 23, 2015. Seller may keep the Property on the market and accept  
31 secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.  
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.  
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.  
38 Seller's recipient for delivery (optional): Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.  
39 Buyer's recipient for delivery (optional): Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.  
40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 262 ) 249-3001 Buyer: ( 262 ) 249-3001  
42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.  
45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller: \_\_\_\_\_  
48 Delivery address for Buyer: \_\_\_\_\_  
49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
52 electronic signatures in the transaction, as required by federal law.  
53 E-Mail address for Seller (optional): Team@LakeGenevaAreaRealty.com  
54 E-Mail address for Buyer (optional): Team@LakeGenevaAreaRealty.com  
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated July 9, 2014  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and  
61 \_\_\_\_\_

62 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**  
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**  
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**  
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than March 31, 2016  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and \_\_\_\_\_  
71 \_\_\_\_\_

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

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

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

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

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

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

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

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: \_\_\_\_\_  
106 \_\_\_\_\_ . If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: movie theater

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

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

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:  
130 See additional provisions lines 277-282.

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within 160 days of acceptance of this Offer.

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

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_  
137 \_\_\_\_\_ CHECK ALL THAT APPLY, for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140  **MAP OF THE PROPERTY:** This Offer is contingent upon (~~Buyer obtaining~~) (Seller providing) STRIKE ONE ("Seller providing" if neither is  
141 stricken) a ALTA/ACSM Land Title Survey survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 14 days of  
143 acceptance, at (~~Buyer's~~) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of .23 acres,  
144 maximum of .35 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

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

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

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

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

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.
- 162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.
- 164  Rent roll.
- 165  Other \_\_\_\_\_

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

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

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

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

178 **DEFINITIONS**

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

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

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

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

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

226 **(Definitions Continued on page 6)**

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228  FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written commercial
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 45 days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ 720,000.00 for a term of not less than years,
231 amortized over not less than 25 years. Initial monthly payments of principal and interest shall not exceed \$ 3,975.00. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed --- % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

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

- 238  FIXED RATE FINANCING: The annual rate of interest shall not exceed 5.250 %.
239  ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed % . The initial interest rate shall be
240 fixed for months, at which time the interest rate may be increased not more than % per year. The maximum
241 interest rate during the mortgage term shall not exceed % . Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

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

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

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

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

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

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

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

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

277 ADDITIONAL PROVISIONS/CONTINGENCIES "Line 116 - PROPOSED USE CONTINGENCIES - Line 127 - APPROVALS:"
278 Approval by City of Lake Geneva for the requirement of a minimum of \$800,000 (Eight hundred
279 thousand dollars) TIF funding for the remodeling of 244 Broad Street Lake Geneva, WI 53147 to
280 restore the movie theater.

282 This offer to purchase may be extended due to the fact the governing body/city council of Lake
283 Geneva may need additional time to have appropriate meetings to approve the requirement of a
284 minimum of \$800,000 (Eight hundred thousand dollars) TIF funding.

**DEFINITIONS CONTINUED FROM PAGE 4**

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

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

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

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

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

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

**EARNEST MONEY**

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

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

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

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

**TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

399 If **Buyer defaults**, Seller may:

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

402 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_

453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**

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

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

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

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

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

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

479  **ADDENDA:** The attached Attorney approval, Addendum D, Electronic Signature is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.

481 \_\_\_\_\_ ON \_\_\_\_\_

482 Buyer Entity Name (if any): \_\_\_\_\_

483 (X) Shad Branen 12/21/2015 17:47:50  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► WIN Media, Inc. Date ▲

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

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

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

492 Seller Entity Name (if any): \_\_\_\_\_

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

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

497 This Offer was presented to Seller by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty  
498 \_\_\_\_\_ on December 22, 2015 at 12 a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] WJT  
500 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲

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

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**  
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

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

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

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

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

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

479  **ADDENDA:** The attached Attorney approval, Addendum D, Electronic Signature is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.  
481 \_\_\_\_\_ on \_\_\_\_\_

482 Buyer Entity Name (if any): \_\_\_\_\_

483 (x) Shad Branen  12/21/2015 17:47:50  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► WIN Media, Inc. Date ▲

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

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

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

492 Seller Entity Name (if any): \_\_\_\_\_

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

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

497 This Offer was presented to Seller by [Licensee and Firm] Sal Dimiceli Sr. - Lake Geneva Area Realty  
498 \_\_\_\_\_ on December 22, 2015 at 12 a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**Contingency: Buyer and Seller's Attorney Approval.**

Attached to and made part of the offer dated: 12/21/15  
Between the Buyer, WIN Media, Inc.  
And the Seller, Jachimek Family LP  
For the real property located at: 244 Broad Street  
Lake Geneva, WI 53147

This offer to purchase is contingent upon approval by Buyer's and Seller's respective attorneys. Buyer's and Seller's attorney may, within 7 business days of acceptance of this offer, provide written notice to the other party of objection to the terms, conditions and contingencies contained in the Offer to Purchase (excepting total purchase price, which may not be modified). Notice shall be delivered in the same fashion as acceptance of the Offer as provided elsewhere in the Offer to Purchase.

Any such objection made shall be accompanied with a proposed amendment to the contract executed by the parties whose attorney has tendered the objection, which amendment shall include proposed modifications to the terms of the Offer.

The non-objecting party may, within 7 business days of receipt of the other party's objections and proposed amendment to the objecting party in the same fashion as acceptance of the Offer as provided elsewhere in the Offer to Purchase.

A failure to either party to timely object to the terms or the Offer to Purchase, or object and provide a proposed amendment to the terms of the Offer to Purchase shall be deemed a waiver of this contingency.

A failure of the non-objecting party to accept the proposed amendment, if any, within the time frame set forth herein, shall render this Offer to Purchase null and void and all earnest money paid by Buyer shall be returned to Buyer.

Buyer: Shad Branen 

Date: 12/21/2015 05:47 PM CST

Seller: William Jachimek  12/22/2015 12:48 PM CST

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CONSENT FOR USE OF ELECTRONIC DOCUMENTS AND SIGNATURES IN CONSUMER REAL ESTATE TRANSACTIONS

1 If you want the option of sending and receiving real estate transaction documents by e-mail, federal law  
2 requires certain safeguards to ensure that consumers like you have the capability to receive such  
3 disclosures and are fully aware of the consequences of agreeing to receive documents electronically.  
4 Federal law requires your consent to use e-mail and electronic versions of information, disclosures,  
5 contracts and other documents and records ("electronic documents") that would otherwise be legally  
6 effective only if provided to you in a printed/written paper document.

7 **Understanding Electronic "Lingo:"** "Electronic documents" include the documents you may save on your  
8 computer or attach to e-mail. They can typically be printed out, but exist independently in an electronic form  
9 on your computer.

10 "Electronic signatures" are sometimes hard to conceptualize. An "electronic signature" includes any mark,  
11 symbol, sound or process that is written, stamped, engraved, attached to or logically associated with an  
12 electronic document and executed by a person with the intent to sign. Just like you can legally "sign" a  
13 printed document by making your mark, whether that be your cursive signature in ink or an "X," so you can  
14 "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital  
15 signature or just typing your name in the signature line or space on an e-mail or document on the computer  
16 - these are all electronic signatures. If you sign a paper document in ink and then scan the document and  
17 save it on your computer, the image of the cursive signature on the stored electronic document on your  
18 computer is also an electronic signature.

19 **1. Right to Receive Paper Document:** You have the right to have any document provided to you  
20 electronically in paper form. If you want a paper copy of any document sent to you by e-mail, send your  
21 request to the broker at the mail or e-mail address provided below. Paper copies will be provided at no  
22 charge.

23 **2. Right to Withdraw Consent.** You have the right to withdraw your consent to receive electronic  
24 documents by e-mail by contacting the broker by mail or e-mail at the address provided below. The legal  
25 validity and enforceability of the electronic documents, signatures and deliveries used prior to withdrawal of  
26 consent will not be affected.

27 **3. Changes to Your E-Mail Address.** You should keep the broker informed of any change in your  
28 electronic or e-mailing address. Please contact the broker as promptly as possible by mail or e-mail at the  
29 address provided below regarding any such changes.

30 **4. Minimum Hardware and Software Requirements.** The following hardware and software are required  
31 to access (open and read) and retain (save) the electronic documents:

- 32 ♦ Operating Systems: Windows 98, Windows 2000, Windows XP or Windows Vista; or Macintosh OS  
33 8.1 or higher.
- 34 ♦ Browsers: Internet Explorer 5.01 or above or equivalent
- 35 ♦ Needed Software/Electronic Document Formats: Adobe Acrobat Reader or equivalent for PDF files

36 **5. Your Ability to Access Disclosures.** By opening, completing, saving and e-mailing this consent back  
37 to your broker, you acknowledge that you can access and retain electronic documents in PDF format.

38 **6. Consent to Electronic Signatures and Documents:** By completing and e-mailing this consent form to  
39 the broker at the e-mail address specified below, you are providing electronic consent to the use of  
40 electronic documents and electronic signatures in your real estate transaction. Specifically, you are

41 acknowledging receipt of this form and consenting to the use of electronic documents, e-mail delivery of  
42 documents, and electronic signatures in any real estate transactions involving you, the broker identified  
43 below and other parties. If you prefer, instead, to limit this consent to the transaction relative to a specific  
44 property, provide the property address or description below.

45 Specific Property: 244 Broad Street Lake Geneva, WI 53147

46 \_\_\_\_\_

47 **CONTACT INFORMATION:**

48 Broker Name: Lake Geneva Area Realty, Inc.

49 Agent's Name (optional): Sal Dimiceli Sr.

50 Address: 101 Broad Street Ste. C3 Lake Geneva, WI 53147

51 E-mail Address: team@lakegenevaarearealty.com

52 Party Signature (sign or type in name): Shad Branen



12/21/2015 05:47 PM CST

53 E-mail Address: shad@winmediainc.com

**ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY**

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (~~Buyer Agency Agreement~~)  
2 (Other [specify]: \_\_\_\_\_) the ("Form")  
3 [STRIKE AND COMPLETE AS APPLICABLE] dated July 9, 2014, for a  
4 transaction relative to the following Property: 244 Broad St, Lake Geneva, WI 53147  
5 \_\_\_\_\_  
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 ▪ **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions  
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to  
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the  
10 electronic transmission of the document or notice to the e-mail address specified below for the  
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for  
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented  
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the  
15 transaction, as required by federal law.

16 Seller's Initials: [Signature] Electronic Consent Given:  Yes  
17 Seller's e-mail address for delivery of electronic documents: billjach@aol.com,  
18 katherinejpawn@qol.com

19 Buyer's Initials: SB <sup>12/21/2015</sup> <sup>05:47 PM CST</sup> Electronic Consent Given:  Yes  
20 Buyer's e-mail address for delivery of electronic documents: \_\_\_\_\_  
21 \_\_\_\_\_

22 Listing Broker's Initials: [Signature]  
23 Listing Broker's e-mail address for delivery of electronic documents:  
24 Team@LakeGenevaAreaRealty.com

25 Cooperating Broker's Initials: \_\_\_\_\_  
26 Cooperating Broker's e-mail address for delivery of electronic documents:  
27 \_\_\_\_\_

Drafted by Attorney Debra Peterson Conrad; Copyright © 2008 by Wisconsin REALTORS® Association  
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

EXHIBIT C  
PROJECT BUDGET

## Exhibit C Project Budget

**City of Lake Geneva  
Tax Incremental Financing District No. 4  
Theater Redevelopment Grant  
Project Budget as of March 10, 2016**

<b>Project Costs:</b>	<u>Project Costs</u>	<u>Grant Amounts</u>	<u>Action</u>
Initial Construction	914,706	777,500	85% Match
Projection Costs	400,000	50,000	When Installed
Additional Project Costs	45,294	40,000	When Completed
<b>Total Project Costs</b>	<b>1,360,000</b>	<b>867,500</b>	Project Minimum
Additional Costs for Elevator	55,000	27,500	If Needed
<b>Total City Participation</b>	<b>1,415,000</b>	<b>895,000</b>	
Developer Contingency	585,000	-	
<b>Total Project Costs</b>	<b>2,000,000</b>	<b>895,000</b>	

<b>Theater Redevelopment Grant :</b>	<u>Amount</u>
Developer Grant Request	950,000
City Grant (Loan Forgiveness)	(895,000)
<b>Balance Unfunded</b>	<b>55,000</b>

<b>Other Potential Grants:</b>	<u>Amount</u>
The Friends of the Geneva Theater	45,000
Lake Geneva Economic Development Corp	2,500

<b>Property Acquisition:</b>	<u>Amount</u>
Mortgage	688,000
Developer	172,000
City	-
<b>Total Property Acquisition</b>	<b>860,000</b>



Nielsen Madsen & Barber S.C.  
Civil Engineers and Land Surveyors

March 10, 2016

Mr. Ken Robers  
Building & Zoning Administrator  
City of Lake Geneva  
626 Geneva Street.  
Lake Geneva, WI 53147

RE: Symphony Bay Subdivision  
Lake Geneva, Wisconsin

Dear Mr. Robers:

We have received the response to our review from Daniel M. Janke, P.E. of Kapur & Associates dated March 4, 2016 regarding this project. We received revised engineering plans and Storm Water Management plans on March 4, 2016. The responses, and plans, have satisfactorily addressed all of our comments from our preliminary review. All yard grades have been revised to a maximum slope of 4:1. There are some ditch slopes and "back" slopes that are 3.5:1 and some at 3:1 maximum slopes. 3:1 is the maximum I would recommend for ease of maintenance and is an acceptable standard. We were also provided with the engineering calculations for the storm sewer design on March 4, 2016. We found no issues with the storm sewer design. I recommend approval of the plans.

Please contact me if there any questions or concerns.

Very truly yours,

A handwritten signature in black ink that reads 'Mark R. Madsen'. The signature is fluid and cursive.

Mark R. Madsen, P.E., P.L.S.

Cc: Daniel M. Janke, Kapur & Associates  
Dan Winkler, City of Lake Geneva

File G:\2016 Docs\2016.0011.01\correspondance\2016.0011.01 - Review Letter to Lake Geneva (4-10-16).docx



March 9th, 2016

Mr. Ken Robers  
Building & Zoning Administrator  
City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 53147

RE: **Symphony Bay Subdivision**  
**Lake Geneva, Wisconsin**

Dear Mr. Robers:

In addition to addressing all of the independent review comments provided by Nielsen Madsen & Barber S.C., Kapur & Associates, Inc. has revised the plans to address the amended conditions that were stated by the Plan Commission at February's meeting. Below is a summary of the revisions to the plans:

*Condition #1 – Review the slopes of the main East/West drainage ditch.*

- The slopes have been adjusted to assure that there are no slopes steeper than a 6:1 within the actual back yards of the lots.
- The foreslope of the ditch, which is entirely in the outlots but adjacent to the rear property lines, have been revised to a 4:1 slope. The back slope of the ditch ranges from 4:1 to 3:1, with the later only being utilized to limit the amount of tree impacts.
- The storm sewer crossing at Sonata Way has been revised to allow for a decrease in length and depth of the ditch on the west side of Sonata Way.
- A storm sewer junction manhole has been added to the east side of the Sonata Way Crossing, behind Lots 189/190, to eliminate the depression and allow for more of the storm water conveyance to be piped underground.
- The 100-year storm event has been analyzed to assure that the peak elevation does not impede any of the proposed dwellings.
- Nielsen Madsen Barber S.C. has reviewed the revised plans and is concurrence that all slopes are within the City and DNR standards for grading and storm water conveyance.

*Condition #2 – Limit construction access to Bloomfield Road.*

- The erosion control plan has been revised to eliminate the construction entrance off of Townline Road.

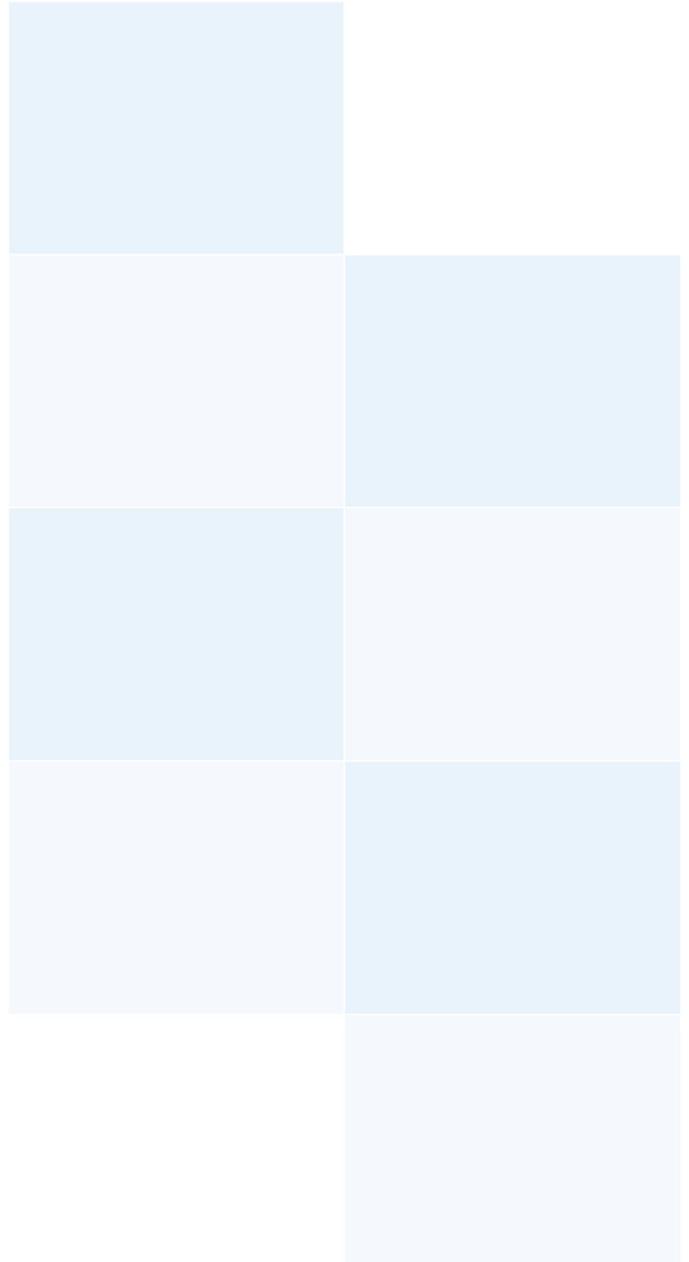
If you have any questions or would like further information, please feel free to contact me in the office at (262) 758-6014 or by email at [djanke@kapurinc.com](mailto:djanke@kapurinc.com).

Sincerely,

KAPUR & ASSOCIATES, INC.



Daniel M. Janke, P.E.  
Project Engineer



Name and Return Address:  
Taylor Morrison of Illinois, Inc.  
1834 Walden Office Square  
Suite 300  
Schaumburg Illinois 60173

Parcel Identification Number (PIN):  
ZYUP00149C, ZYUP00174, ZYUP00173,  
ZYUP00149A, ZA 10270000, and ZYUP00149D

## **AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of March, 2016, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”), Southland Farms LLC, a Wisconsin limited liability Company (Owner), and Taylor Morrison of Illinois, Inc., an Illinois 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 City, previously known as Geneva Raceway, and later Southland Farms, of approximately 170.63 acres, located between Townline Road to the north and Bloomfield Road to the south, and more particularly described in the attached Exhibit A incorporated herein (“Symphony Bay”); and

**WHEREAS**, the Developer is the contract purchaser of Symphony Bay; and

**WHEREAS**, Southland Farms was zoned PD, Planned Development, per Ordinance No. 05-24, and is the subject of a General Development Plan approved August 18, 2005, and an amendment thereto, approved August 14, 2006, and subsequently further amended on July 27, 2015 (as Symphony Bay) (collectively, “GDP”) and is now known as Symphony Bay. A Preliminary Plat of Symphony Bay Subdivision has been approved by the City. Concurrently herewith, Owner is applying for approval of a Final

Plat of Symphony Bay Subdivision, a copy of which is attached hereto as Exhibit B and incorporated herein (“Final Plat”). A Precise Implementation Plan (“PIP”) for Symphony Bay has been approved by the City, on \_\_\_\_\_, 2015 and is attached as Exhibit C; and

**WHEREAS**, the Developer and Owner desire to develop Symphony Bay as a fully-integrated, phased residential development pursuant to the GPD and the PIP; and

**WHEREAS**, Symphony Bay conforms to the City’s 1997 Comprehensive Master Plan, projecting Mixed Residential uses for Symphony Bay; and

**WHEREAS**, the City entered into that certain Development Agreement dated February 11, 2008 with Southland Farms, LLC as “Developer” (the “Original Agreement”) and thereafter entered into that certain First Amendment to Development Agreement with Developer dated January 24, 2011 (the “First Amendment”); and

**WHEREAS**, Southland Farms, LLC has entered into a contract to sell Symphony Bay to Taylor Morrison of Illinois.

**NOW, THEREFORE**, the City, Southland Farms, LLC, as Owner, and Taylor Morrison of Illinois, Inc., as Developer, have deemed it necessary and convenient to amend and restate the Original Development Agreement and such Agreement is hereby amended and restated in its entirety as follows:

## **SECTION 1 RESTATEMENT OF RECITALS**

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

## **SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS**

SECTION 2.1 **Permitted Phasing**. The portions of Symphony Bay designated for single-family and duplex development under the PIP shall be developed in phases (“Phased Development”). It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the Phased Development. As Symphony Bay proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities (collectively, “Improvements”), as may be necessary to serve each individual phase so undertaken. All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Final Plat, shall be dedicated and conveyed or transferred to

the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain in the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a “stand alone” phase or “partial” phase. A “stand alone” phase or “partial” phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

SECTION 2.2 **Phasing**. The Improvements will be constructed in up to four (4) phases. Attached hereto as Exhibit D is a diagram depicting each of the four (4) phases which shall be developed.

a. The Phase I Improvements shall include:

1. As identified on the Final Plat: (i) Outlot 2 and the storm water management system facilities located thereon, (ii) Demolition of the existing barn, and racetrack facilities, (iii) the public streets within Phase I, as depicted on Exhibit D attached hereto, (iv) Primary entrance feature at Townline Road, and secondary entrance monuments at Bloomfield Road, and (v) Walking trails through the Outlot 1 and Outlot 2
2. The Improvements necessary to support the Phase I Improvements and the dwelling units to be located within such phase.

b. The Phase II Improvements shall include:

1. As identified on the Final Plat: (i) Outlot 3 and the initial Amenity center facilities. (the total amenity center buildout and other outdoor improvements will be constructed in phase throughout the life of the development, and (ii) the public streets within Phase II, as depicted on Exhibit D attached hereto, and
2. The Improvements necessary to support the Phase II Improvements and the dwelling units to be located within such phase.

c. Phase III Improvements shall include:

1. As identified on the Final Plat: (i) the public streets within Phase III, as depicted on Exhibit D attached hereto, and
2. The Improvements necessary to support the Phase III Improvements and the dwelling units to be located within such phase.

d. Phase IV Improvements shall include:

1. As identified on the Final Plat: (i) the public streets within Phase II, as depicted on Exhibit D attached hereto, and
2. The Improvements necessary to support the Phase IV Improvements and the dwelling units to be located within such phase

Developer may, at any time, seek to modify or amend Exhibit D and the corresponding phasing in Section 2.2 administratively, by written approval of the City Manager of the City, upon application to the City, which shall not be unreasonably withheld.

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

**SECTION 2.4 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 in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of both the City Engineer and the City Council, 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 submitted as part of the PIP and reviewed and approved by the City Engineer (collectively, "Plans"), all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

**SECTION 2.5 Required Improvements.** The following are the Improvements which will be required by the City for any phase of Symphony Bay which is commenced by the Developer. No improvements which are not specifically contained in the Plans shall be required to be installed by Developer or shall be required by the City to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the City from time to time. Until and unless Developer files the surety bond for a phase, as provided in Section 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, the Developer shall grade the right-of-way of all streets of the subject phase in accordance with the Plans.
  2. All roads and streets depicted in the Plans and the Final Plat 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. Said surfacing shall be done in accordance with the Plans. Sonata Way shall have a street width of thirty-seven feet (37') from back of curb to back of curb. All other public streets of Symphony Bay shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Symphony Bay 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 8.02, below.
  5. With the exception of the construction as specified in the Plans, no improvements to Townline Road or Bloomfield Road shall be required of the Developer.
  6. No traffic signal lights are anticipated for any intersection of a Symphony Bay street, road, or private way with Townline Road or Bloomfield Road, or within Symphony Bay.
  
- c. **Curb and Gutter.** Symphony Bay 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. The sidewalks shall be generally located on one side of the street, as depicted on the Plans. 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.
- e. **Sanitary Sewer System.** The Developer shall construct the public sanitary sewer Improvements to make adequate sanitary sewerage service available to each lot within the subject phase of Symphony Bay. 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. The Developer shall have the right to locate a lift station within a building to be constructed by the Developer in the public park identified as Outlot 2 on the Final Plat, in accordance with the Plans. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay 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.
- 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. 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. 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. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the Plans, and in no event will the City accept the storm water management system Improvements located on Outlot 2 of Symphony Bay, the maintenance of which shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Symphony Bay served by such Improvements. If such

associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on Outlot 2 for inspection, public drainage conveyance, and repairs.

- 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. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the Plans. One (1) one inch (1") copper water 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 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.
  
- 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. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.
  
  - 2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Symphony Bay shall be reviewed and approved by the City Engineer.
  
- i. **Street Lights.** Street light and sign Improvements for the subject phase of Symphony Bay shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Utilities Director. Following installation and approval, such light and 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.
  
- k. **Park Area.** Designated on the Final Plat as public parks (collectively, "Parks"). The Parks shall be dedicated as park and recreation area for use by the general public. This park and open space requirement exceeds the requirement of City Code § 66.97, of five percent (5%) of the gross land within Symphony Bay for dedication of a park and open space requirement, and as such shall be in lieu of any and all park fees as required by City Code § 66.97(2). Included in Lot 1, which shall be used as a Conservation Area, the Developer shall construct, at its own expense and turn over to the City, a walking path designed and located in accordance with the PIP and a dog park which shall be owned by the City and maintained by the Association established for Symphony Bay.
  
- l. **Barn.** The existing barn will be demolished during Phase 1 construction.
  
- m. **Cell Tower.** Until the existing cellular telephone transmission tower located on Lot 154 of the Final Plat is permanently removed, No homes are permitted to be constructed on Lots 153, 154, 155. Upon removal of the cell tower, construction of one 2 unit duplex shall be permitted on each lot.

### SECTION 3 DEDICATION

SECTION 3.1 **Diagram of Ownership of Outlots.** Attached hereto as Exhibit G is a diagram that depicts the ownership contemplated for each of the platted Outlots within Symphony Bay and also depicts a pathway that shall be installed by Declarant. The pathway shall be dedicated to and owned and maintained by the City whether the Outlet in which it is located is owned by the City or by the Homeowner's Association. In addition, the dog park to be installed within Outlot 1 shall be owned by the City and maintained by the Association. Developer will install approximately two (2) miles of trails and four (4) exercise stations per 2 mile trail along the trail system. All exercise stations will be approved by the Park Commission before installation. After installation of trails and exercise stations, they will be turned over to the City.

SECTION 3.2 **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, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, together with, including, without limitation, all Outlots and pathways to be owned by the City, as designated on Exhibit G or as provided herein and the related Improvements therefor 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 4 RECAPTURE**

SECTION 4.1 **Recapture**. The parties intend that the costs for the extension and looping by the Developer of public water main from S.T.H. 120 to the western boundary of Symphony Bay (“Water Main”) shall be recaptured from the other properties benefitting from the extension of the Water Main (collectively, “Benefitted Properties”); provided, however, that if none of the Benefitted Properties connects to the Water Main to serve such property within thirty (30) years after the date of the acceptance by the City of the dedication thereof, no such costs shall be recaptured from the Benefitted Properties. The total of such costs and the Benefitted Properties shall be agreed upon by the City and the Developer upon the acceptance of the dedication of the Water Main by the City.

SECTION 4.2 **Allocation**. When a request is made to the City to connect to the Water Main to serve any of the Benefitted Properties, the City shall institute special assessment procedures in accordance with Wis. Stat. § 66.0703, or such other applicable provision relating thereto, subjecting such property to a special assessment or charge to pay its share of the costs for the connection to the Water Main, to be allocated among the Benefitted Properties on the basis of their proportionate lineal footage of Water Main. The City shall not permit any of the Benefitted Properties to connect to the Water Main until there has first been paid to the City such property’s share of such costs as provided herein.

SECTION 4.3 **Collection**. The City shall collect the proportionate share of the cost from the Benefitted Properties as determined herein for the benefit of the Developer. Within a reasonable time after receiving such share, the City shall forward the full amount thereof to the Developer or the Developer’s assignee. The City shall take all steps legally permissible to attempt to recapture assessments from the Benefitted Properties as provided herein, but disclaims any personal liability in the event such recapture cannot legally be accomplished by reason of lapse of time, illegality, or otherwise. The Developer waives any right of action against the City for any sums that the City is unable to recapture.

SECTION 4.4 **Indemnification**. Developer shall defend, indemnify, save and hold harmless the City, its elected and appointed officials, officers, employees and agents from any and all challenges, claims or actions brought against the City with respect to any recapture sought from or approved by the City hereunder, and any award or judgment resulting therefrom, including attorneys' fees expended by the City. To the extent the City uses any of its resources to respond to such challenge, claim or action, the Developer will reimburse the City upon demand. Such resources include, but are not limited to, staff time, court costs, City Attorney's time at its regular rate for the City, or any other direct or indirect cost associated with responding to, or assisting in defense of, such challenge, claim or action.

## SECTION 5 PLANS

SECTION 5.1 **Plans on Site**. The Developer shall keep itself supplied with the latest issues of all the Plans for the subject phase of Symphony Bay, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents.

SECTION 5.2 **Filing Plans**. At least two (2) complete copies of the Plans shall be filed with the City Clerk, together with two (2) sets of the Plans, one (1) set each in Mylar and digital format, of the Plans to the City Engineer and the Public Works Director, and all such copies of the Plans shall remain the property of the City.

SECTION 5.3 **City Engineer Instruction**. The City Engineer shall promptly furnish the Developer with such additional instructions relating to the Plans, by means of drawings, plans, or otherwise, as is required to proceed with the public Improvements on the subject phase of Symphony Bay. 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 the Plans, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 5.5 **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 the 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 that are prepared by, or at the direction of, the Developer for the subject phase of Symphony Bay.

SECTION 5.6 **As Built Drawings**. The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in Mylar and digital format,

for all of the Improvements under this Agreement upon the completion of the subject phase of Symphony Bay. 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, or Improvements shall commence for the subject phase of Symphony Bay 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, shall make arrangements with the City Engineer to provide for adequate inspection during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work to assure that the Plans 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 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.

SECTION 6.5 **Responsibilities Not Relieved**. Inspection of the Improvements by these authorities or their representatives 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 material of any kind shall be used in the public Improvements for the subject phase of Symphony Bay 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. 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, 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, 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, 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. 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, and other property at Symphony Bay, 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.

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.

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, 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, 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 will commence no later than May 2016. The term of this Agreement shall expire on the tenth (10th) anniversary date of such commencement of construction; provided, however, that the Developer may seek extension as reasonably necessary to complete Symphony Bay.

SECTION 8.2 **Final Lift**. The City acknowledges and agrees that during the construction of each phase, the Developer will not have to lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed within the later of (i) twenty-four (24) months of the time the Developer commences the construction of the segment of road within the subject phase, or (ii) the issuance of certificates of occupancy for seventy-five (75) percent of the dwelling units within the subject phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. Developer may start construction of production homes within a phase after the binder course within the phase has been installed. As the road construction continues, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement.

SECTION 8.3 **Model Homes**. No building permit will be issued to any lot within the subject phase of Symphony Bay 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 and one (1) duplex model home within Symphony Bay before the forgoing 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 forgoing 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. 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%) of the public Improvements for the subject phase of Symphony Bay 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 previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Symphony Bay has been completed and paid for. Should additional Improvements for the subject phase of Symphony Bay be added or the cost of the intended Improvements for the subject phase of Symphony Bay prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase under subsection 11.01(c), below, the Developer shall maintain maintenance bond in the amount of twenty percent (20%) of the cost of such Improvements for twelve (12) months. 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, 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, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such

notice, does not proceed in accordance therewith, but subject to the provisions of Section 2.4 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Symphony Bay, 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 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, 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 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 which are to be incorporated into any phase of Symphony Bay, and the risk of damage or destruction to Symphony Bay 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 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, and in case any work is sublet, the Developer shall require all contractors and subcontractors 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 for the subject phase of Symphony Bay 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 Insurance.** The Developer shall take out and maintain during the life 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 riders to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00)/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from Symphony Bay.

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.

SECTION 10.7 **Cancellation of Insurance.** Each policy shall provide that it is noncancellable 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 work performed or to be performed 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 City, or any of its officers, supervisors, officials, agents, servants, employees or personnel, or independent contractors (collectively, Agents) for which the City is responsible for any liability, except this provision shall not apply to negligent acts or omissions or wrongful conduct by the City or its Agents with respect to the design or inspection of the work performed by the City or any of its Agents, as provided in this Agreement.
- c. 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 attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

SECTION 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 indemnity 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 Plat 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, 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, in accordance with the Plans. 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 PIP approval.

SECTION 12.4 **Assessment Pending Development.** If allowed by law, Symphony Bay 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 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 that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the City shall be in accordance with the schedule attached as Exhibit E. For a period of five (5) years after the date of this Agreement, no new impact fees or increases in existing impact fees shall be charged or sought by the City with respect to any lot within Symphony Bay. Developer shall be permitted to prepay any impact fees at the rate applicable to the date any fees are paid.

SECTION 12.6 **Codes and Fees.** City agrees that for a period of five (5) years after the date of the execution of this Agreement:

- a. no new fees or any modification of existing fees that are enacted by the City shall be applicable to Symphony Bay.
- b. no new codes or any modifications of existing codes enacted by the City shall be applicable to Symphony Bay;
- c. there shall be no requirements made by the City that the residential buildings within Symphony Bay be sprinklered.

SECTION 12.7 **Monotony Code**. Any exiting 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 Development” (the “Monotony Code”) attached hereto as Exhibit F shall not be applicable to houses built on Symphony Bay, and the Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code with the written consent of the City, which shall not be unreasonably withheld 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 **Snowplowing of Streets**. The City shall, at its cost, snowplow all streets within a phase after the binder course has been installed within the phase.

SECTION 12.10 **Sale Trailers**. Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Symphony Bay. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 12.11 **Marketing Improvements**. Developer shall be permitted to install the following improvements to be used for the marketing of homes on Symphony Bay at such locations as may be approved by the City:

- a. 10’ by 30’ sales signs at each of Bloomfield Road, Townline Road within Symphony Bay and an offsite location on Highway 120;
- b. Temporary guest parking areas for potential customers who may come to Symphony Bay; and
- c. Temporary promotional areas for sales events conducted by Developer within Symphony Bay.

SECTION 12.12 **New Elevations**. Developer may at any time introduce new elevations to be constructed within Symphony Bay, for which building facades may be approved administratively by the Building and Zoning Administrator of the City without the need

for Developer to obtain any additional approvals. However, moving the garage closer to the street than the porch or living area shall require a general development and precise implementation plan approved for such changes.

SECTION 12.13 **Maintenance of Detention Ponds**. The Declaration of Covenants for Symphony Bay, which will be recorded against Symphony Bay states in Section 3.02 that the Homeowner's Association established for Symphony Bay shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in the Community Area."

SECTION 12.14 **Severability**. In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.15 **City Not Partner**. The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.16 **Captions**. This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.17 **Binding Agreement, Assignment**. This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.18 **Governing Law**. This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.19 **Counterpart Execution**. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature

pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

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

CITY:

CITY OF LAKE GENEVA, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Jim Conners, Mayor

Attest: \_\_\_\_\_  
Sabrina Waswo, 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 March, 2016.

Property Owner:

Southland Farms, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_

Brian C. Pollard  
Its: Managing Member

Developer:

Taylor Morrison of Illinois, Inc. an Illinois corporation,

By: \_\_\_\_\_

Steve Atchison  
Its: President

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All of Symphony Bay subdivision, being a redivision of all of vacated Southland Farms Subdivision, except Lots 74, 85, 231 and 232 and portions of Townline Road and Bloomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6 and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 5 all in Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin.

Containing or 6,331,744 Square Feet or 145.357 acres, more or less.







Final Plat Of:  
**Symphony Bay**

All of several Southern Farms Subdivisions, except Lots 74, 85, 231 and 232 and portions of Townships A and B and Blomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin. Containing 6,331,744 Square Feet or 145.237 acres, more or less.

**SURVEYOR'S CERTIFICATE:**

I, Gary Spitzer, Professional Land Surveyor, hereby certify that by the direction of Southland Farms, LLC, I have surveyed, divided and marked this plat entitled "Symphony Bay", being a subdivision of all of several Southern Farms Subdivisions, except Lots 74, 85, 231 and 232 and portions of Townships A and B and Blomfield Road dedicated to the public, located in the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Northwest 1/4 of Section 5; thence South 23°44' East, coincident with the west line of said Northwest 1/4, 40.04 feet to the south line of Townline Road and the point of beginning; thence North 05°37'33" East, coincident with said south line, 763.67 feet; thence South 00°27'33" East, coincident with said south line, 10.00 feet; thence North 89°57'27" East, coincident with said south line, 300.00 feet; thence South 89°57'27" East, coincident with said south line, 333.24 feet; thence North 89°57'27" East, coincident with said south line, 55.87 feet to the east line of the Northwest 1/4 of said Northwest 1/4; thence South 23°12' East, coincident with said east line and the east line of the Southwest 1/4 of said Northwest 1/4, 2550.51 feet to the north line Blomfield Road; thence South 89°58'33" West, coincident with said north line, 1289.26 feet to the southeast corner of said Lot 232; thence North 05°33'33" West, coincident with the east line of said Lot 232, 340.88 feet to the northwest corner of said Lot 232; thence North 45°00'00" West, coincident with the north line of said Lot 232, 116.22 feet; thence South 45°00'00" West, coincident with said north line, 60.00 feet; thence North 45°00'00" West, coincident with said north line, 99.25 feet to the west line of said Lot 232; thence South 45°00'00" West, coincident with said west line, 160.92 feet; thence North 45°00'00" West, coincident with said west line and the arc of a curve to the left, with a radius of 270.88 feet and a chord bearing and length of South 30°07'16" West 138.45 feet to the northwest corner of said Lot 231; thence South 12°04'31" West, coincident with the west line of said Lot 231, 264.17 feet to a point of curvature; thence 78.30 feet, coincident with said west line and the arc of a curve to the left, with a radius of 260.00 feet and a chord bearing and length of South 82°27'04" West 78.46 feet; thence South 27°02' East, coincident with said west line, 83.04 feet to the north line of Blomfield Road; thence South 87°40'34" West, coincident with said north line, 80.00 feet to the southeast corner of said Lot 85; thence North 27°35' West, coincident with the east line of said Lot 85, 63.54 feet to a point of curvature; thence 198.07 feet, coincident with said east line and the arc of a curve to the right, with a radius of 340.00 feet and a chord bearing and length of North 83°27'04" East 198.24 feet; thence North 13°24'42" East, coincident with said east line, 244.37 feet to a point of curvature; thence 61.05 feet, coincident with said east line and the arc of a curve to the right, with a radius of 350.00 feet and a chord bearing and length of North 84°47'31" East 61.88 feet to the southeast corner of said Lot 85; thence North 20°34'50" West, coincident with the north line of said Lot 85, 239.31 feet to the northwest corner of said Lot 74; thence North 67°30'30" West, coincident with the north line of said Lot 74, 103.67 feet; thence North 10°18'10" West, coincident with said north line, 161.64 feet to a point of curvature; thence 224.83 feet, coincident with said north line and the arc of a curve to the right, with a radius of 500.00 feet and a chord bearing and length of South 32°44'38" West 229.25 feet; thence South 87°40'34" West, coincident with said north line, 141.81 feet; thence North 07°43'31" West 205.82 feet to the southeast corner of Lot 1 of Certified Survey Map 2843 as recorded in Volume 10 of Certified Survey Maps on Page 1 in the Walworth County Registry; thence North 74°02'32" West, coincident with the east line of said Lot 1, 1361.42 feet to the south line of Townline Road; thence North 89°53'33" East, coincident with said south line, 1415.10 feet; thence North 89°57'27" East, coincident with said south line, 389.33 feet to the point of beginning.

I further certify that this plat is a correct representation of the senior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Section 336 of the Wisconsin Statutes as to surveying, dividing, and mapping and the Chapter 66, "Subdivisions" of the City of Lake Geneva Ordinances.

Dated this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Gary R. Spitzer 6-2224

**CORPORATE OWNER'S CERTIFICATE OF DESIGNATION**

Southland Farms, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, its owner, does hereby certify that said corporation caused the lands described on this plat, to be surveyed, divided, mapped and dedicated as represented on this plat. In witness whereof, the said Southland Farms, LLC, has caused these presents to be signed by its duly authorized officer, Gary R. Spitzer, Professional Land Surveyor, and the same to be submitted to the following for approval or objection:

City of Lake Geneva  
Wisconsin Department of Administration

Brian Pollard, its president, and authorized by \_\_\_\_\_, its secretary, at Lake Geneva, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

In the presence of:  
Signed: \_\_\_\_\_  
President

Countersigned: \_\_\_\_\_  
Secretary

State of Wisconsin) SS  
Walworth County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, Brian Pollard, President, and \_\_\_\_\_, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the said corporation, by its authority.

Notary Public, \_\_\_\_\_ Wisconsin  
My commission expires \_\_\_\_\_

**UTILITY EASEMENT PROVISIONS (PUBLIC)**

An easement for electric and communication service is hereby granted by Southland Farms, LLC, Grantor, to:  
Alliant Energy, Grantee  
City of Lake Geneva Utility Commission, Grantee  
SC Energy, Grantee  
Time Warner Cable, Grantee, and  
AT&T Telephone, Grantee  
their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead (street lights) and underground transmission and distribution electric lines, telecommunication and cable TV facilities for such purposes as the same in any manner be used, all in, over, under, across, along and upon the property shown within these units on the plat designated as "Public Utility Easement" (hereinafter referred to as "Public Utility Easement") upon, across, within and beneath the surface of each lot to serve improvements thereon, or an adjacent lot; give the right to turn or cut down trees, brush and nests as may be reasonably required incident to the lines herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to be restored, the property, as nearly as is reasonable, to the condition existing prior to such entry by the Grantor or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities (downspouts and pedestals) or communication facilities (poles, bush or rods) which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Public Utility Easement" areas without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantee.  
This grant of easement shall be binding upon and issue to the benefit of the heirs, successors and assigns of all parties hereto.

**CERTIFICATE OF THE CITY OF LAKE GENEVA TREASURER**

State of Wisconsin) SS  
Walworth County)

I, Loraine Briars, being duly appointed, qualified and acting Treasurer of the City of Lake Geneva, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land involved within this plat of "Symphony Bay".

Dated \_\_\_\_\_  
Lorraine Briars, Treasurer

**CERTIFICATE OF THE CITY OF LAKE GENEVA CITY ENGINEER**

State of Wisconsin) SS  
Walworth County)

I, \_\_\_\_\_, City Engineer for the City of Lake Geneva, do hereby certify that the land improvements described in this final plat and plans and specifications hereon and street names shown in said plat meet the requirements of the City of Lake Geneva and have been approved by all public authorities having jurisdiction.

Dated at Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
\_\_\_\_\_  
City Engineer

**CERTIFICATE OF THE CITY OF LAKE GENEVA CITY CLERK**

State of Wisconsin) SS  
Walworth County)

I, Sabrina Wares, being duly appointed, qualified and acting City Clerk of the City of Lake Geneva, do hereby certify that copies of this plat were forwarded to all public authorities having jurisdiction as required by s.236.10(2) on the \_\_\_\_\_ day of \_\_\_\_\_, and that within the twenty-day limit set by s.236.12(3) (no objections to the plat have been filed).

Dated \_\_\_\_\_, 2016.  
Sabrina Wares, City Clerk

**CERTIFICATE OF THE CITY OF LAKE GENEVA CITY COUNCIL**

State of Wisconsin) SS  
Walworth County)

Resolved that the plat of Symphony Bay, in the City of Lake Geneva, Wisconsin is hereby approved by the City Council.

Signed \_\_\_\_\_  
N. Wages, City Council President

I hereby certify that the foregoing is a true copy of a resolution duly adopted by the City Council of the City of Lake Geneva, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sabrina Wares, City Clerk

**CERTIFICATE OF THE WALWORTH COUNTY TREASURER**

State of Wisconsin) SS  
Walworth County)

I, Valerie Etzel, being duly appointed, qualified and acting County Treasurer of Walworth County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments on any of the land involved within this plat of "Symphony Bay".

Dated \_\_\_\_\_  
Valerie Etzel, County Treasurer

**CONSENT OF INTEREST-HOLDERS CERTIFICATE**

Heistal West Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, d/b/a Heistal West Communications, as lessee, does hereby consent to the surveying, dividing, mapping and dedications as represented on this plat, and that Heistal West Corporation will remain an interest in the public thoroughfare as shown hereon and release the several easements as shown on document number 866078 dated June 4, 2014, and document number 492040 dated November 10, 2005.

In witness whereof, the said Heistal West Corporation, has caused these presents to be signed by \_\_\_\_\_, its Manager, of Chicago, Illinois.

In the presence of:  
Signed: \_\_\_\_\_

Countersigned: \_\_\_\_\_

State of Illinois) SS  
Lake County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, it's \_\_\_\_\_ and \_\_\_\_\_ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Officer and Manager of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the said corporation, by its authority.

Notary Public, \_\_\_\_\_ Illinois  
My commission expires \_\_\_\_\_







# EXHIBIT C

## PRECISE IMPLEMENTATION PLAN





## **EXHIBIT E**

### **IMPACT FEES SCHEDULE**

Impact fees are \$1865/sewer connection, \$1690/water connection, and \$230/park for each dwelling unit. Those are current charges and could be increased by ordinance. No proposed changes for 2016.

# EXHIBIT F

## MONOTONY CODE

### MONOTONY CODE LOT RESTRICTIONS

#### SYMPHONY BAY DEVELOPMENT

#### Restriction:

- a) The following shall apply to all homes within the Symphony Bay Development

No house shall have the same Configuration that is within two (2) houses on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria

No house shall have the same Color Package that is within two (2) houses on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria

#### Definitions:

- a) Configuration – a combination of product type, Elevation, exterior fenestration (siding, stucco, brick or stone), and color package.
- b) Color Package – a combination of siding, stucco, brick, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single home.

#### Monotony Restrictions









THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:

Victoria C. Bresnahan  
MELTZER, PURTILL & STELLE LLC  
300 S. Wacker Drive, Suite 2300  
Chicago, Illinois 60606

ABOVE SPACE FOR RECORDER'S USE ONLY

**DECLARATION OF COVENANTS FOR SYMPHONY BAY**

[Blanks in Sections 1.02, 1.28, 1.32 and 1.39  
Exhibits A, B, and C to be completed]

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## DECLARATION OF COVENANTS FOR SYMPHONY BAY

This Declaration is made by TAYLOR MORRISON OF ILLINOIS, INC., an Illinois corporation (“Declarant”).

### RECITALS

Declarant is the record title holder of a portion of the Development Area which is legally described in Exhibit A hereto. Declarant is under contract to purchase the balance of the Development Area. Some or all of the Development Area shall be the subject of a single family development called “Symphony Bay” (the “Development”).

Symphony Bay will be developed in phases as single family detached homes and duplexes in an age targeted community.

The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

The general purpose of this Declaration is to ensure the most appropriate development and improvement of the Premises; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to protect the investment made by Owners; to protect against improper uses; and to encourage and secure the construction of attractive residential structures thereon.

Certain portions of the Premises are designated as Detached Home Lots and Duplex Parcels and other portions are designated as Community Area. The Declarant has formed (or will form) the Association as a nonstock, nonprofit corporation under Wisconsin Statute Chapter 181 - Nonstock Corporations. The Association shall have the responsibility for administering and maintaining the Community Area and any other property maintained by the Association and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Detached Home Lot or Duplex Parcel shall be a member of the Association and shall be responsible for paying assessments with respect to the Detached Home Lot or Duplex Parcel owned by such Owner.

It is not intended that the Association shall be a “master association” as defined in Section 703.155 of the Condominium Ownership Act.

As of the Recording of this Declaration, the Declarant’s Development Plan provides for the construction of 374 single family homes and 58 duplexes and certain community area lots, all as shown on the Plat, as maybe added or amended from time to time.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, and to appoint all members of the Board, as more fully described in Article Nine and in the By-Laws, the right to come upon the Premises in connection with Declarant's efforts to sell Detached Home Lots and Duplex Parcels and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

Article One  
DEFINITIONS

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

1.01 ASSOCIATION:The Symphony Bay Homeowners Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those landscaped areas located in the dedicated rights of way adjacent to \_\_\_\_\_ which serve the Development and the Dog Park.

1.03 BIKE TRAIL:The bike trail located on the Development and on the adjacent property and all improvements thereon, which shall be conveyed to the Municipality.

1.04 BY-LAWS:The By-Laws of the Association.

1.05 CHARGE: The Community Assessment, the Duplex Assessment (each as defined in Section 6.02), any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.06 COMMUNITY AREA:Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area will generally consist of and include the private roads which serve the Premises and open space and improvements located thereon.

1.07 COMMUNITYASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.08 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage) on the Community Area, or as otherwise provided in this Declaration; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against

the Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area and Association Maintained Public Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners, provided however, Community Expenses shall not include any Duplex Expenses.. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.09 COUNTY:WalworthCounty, Wisconsin, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.10 DECLARANT:TAYLOR MORRISON OF ILLINOIS, INC., an Illinois corporation, its successors and assigns.

1.11 DECLARANT'S DEVELOPMENT PLAN:Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.12 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.13 DETACHED HOME:A single-family residential home which is constructed on a Detached Home Lot.

1.14 DETACHED HOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Detached Homes hereunder and which shall be constituted as provided in Article Five.

1.15 DETACHED HOME LOT: A subdivided lot which is designated in Part II.A. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Detached Home Lot".

1.16 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.17 DOG PARK:That part of Outlot 1 containing areas and facilities installed by the Developer and used by the Owners for the exercise of their dogs residing within the Development. The Dog Park shall be owned by the municipality, but shall be maintained by the Association, at its cost.

1.18 DUPLEX: A residential unit which is constructed on a Duplex Parcel.

1.19 DUPLEX COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Duplexes hereunder and which shall be constituted as provided in Article Five.

1.20 DUPLEX COMMON AREA: Those portions of the Premises which are legally described and designated in Part IV of Exhibit B hereto, as Exhibit B may be amended from time to time, as Duplex Common Area and all improvements thereto and landscaping thereon. The Duplex Common Area will generally consist of and include the driveways, service walks and green areas which serve the Duplexes.

1.21 DUPLEX EXPENSES: The expenses of the maintenance, repair and replacement of the Duplex Exteriors; the premiums for fire and extended coverage insurance for the Duplexes, if provided pursuant to Article Four; any expense which is designated as a Duplex Expense in this Declaration; and any expense incurred by the Association which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Duplex Exteriors. Duplex Expenses shall not be Community Expenses. In the event that certain expenses are incurred by the Association in connection with the Community Area and/or Duplex Exteriors, the allocation of such expenses between Community Expenses and Duplex Expenses shall be made by the Board based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.22 DUPLEX EXTERIOR: The roof, foundation or slab and footings of a Duplex. The Duplex Exterior shall not include windows, window frames, window glass, doors (including garage and storm doors) or screening, downspouts, steps, decks, roof decks, patios or the outer surface of exterior walls, which are part of a Duplex.

1.23 DUPLEX LOT: A subdivided lot which is designated in Part II.B. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Duplex Lot".

1.24 DUPLEX PARCEL: Each Duplex Lot shall be improved with a building containing at least two (2) dwelling units. Each dwelling unit on a Duplex Lot shall share a perimeter wall with at least one (1) other dwelling unit. The shared walls are defined as "Party Walls" in Section 13.01 hereof. Each Duplex Lot shall be divided into at least two (2) tracts which shall be defined by the Party Walls, as extended to the lot line. Each such tract shall consist of a dwelling unit (including approximately one-half (1/2) of the Party Wall which divides the dwelling unit from an adjacent dwelling unit) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Duplex Parcel" hereunder.

1.25 DWELLING UNIT: A portion of the Premises which is, or will be, improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a Detached Home Lot which is, or will be, improved with a Detached Home or a Duplex Parcel which is, or will be, improved with a Duplex.

1.26 FIRST MORTGAGEE:The holder of a bona fide first mortgage or equivalent security interest covering a Dwelling Unit.

1.27 HOME:That portion of a Dwelling Unit which is improved with a residential unit which is either a Detached Home or a Duplex.

1.28 MANAGER:The manager or managers from time to time as appointed or elected as provided in this Declaration or the By-Laws.

1.29 MONUMENT SIGN EASEMENT:Easement on \_\_\_\_\_ for monument sign which shall be maintained by the Association pursuant to a Monument Sign Easement.

1.30 MUNICIPALITY: The City of Lake Geneva, Wisconsin or its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.31 OWNER: An owner of Record, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.32 PERSON:A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.33 PLAT:That certain Final Plat of Subdivision for Symphony Bay, recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, on \_\_\_\_\_, as Document No. \_\_\_\_\_, including each and any subsequent recorded final plat of subdivision affecting a portion of the Premises.

1.34 PREMISES:Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.35 RECORD:To record in the office of the Register of Deeds for the County.

1.36 RECREATION CENTER:The recreation center located on the Premises, with all improvements appurtenant thereto, including without limitation, aquatic areas, landscaping, sidewalks and driveways.

1.37 RESIDENT:An individual who legally resides in a Dwelling Unit.

1.38 TURNOVERDATE:The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.05.

1.39 VOTINGMEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

1.40 WOODLAND CONSERVANCY EASEMENT: Easement on Outlot 1 for conservation which shall be maintained by the Municipality pursuant to a conservation easement created in the deed of conveyance to the Municipality.

## Article Two

### SCOPE OF DECLARATION/CERTAIN EASEMENTS

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 DETACHED HOME LOT OR DUPLEX PARCEL CONVEYANCE: Once a Detached Home Lot or Duplex Parcel has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Detached Home Lot or Duplex Parcel shall be of the entire Detached Home Lot or Duplex Parcel and there shall be no conveyance or transfer of a portion of the Detached Home Lot or Duplex Parcel without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to a public way, over and across the service walks located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. In addition, each Owner of a Duplex shall have a non-exclusive perpetual easement for ingress to and egress from his Duplex to public streets and roads over and across the driveways and service walks located on the Duplex Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Duplex. The Municipality or any other governmental authority which has

jurisdiction over the Premises shall have a non-exclusive easement of access over and across the Community Area and Duplex Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and access over the Community Area, and Duplex Common Area and Association Maintained Public Area, and the right to store equipment on the Community Area and the Duplex Common Area, for the purpose of furnishing any maintenance, repairs or replacements as required or permitted to be furnished by the Association hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Each Owner of a Duplex shall have the non-exclusive right and easement to use the Duplex Common Area for the purpose of carrying out obligations as required herein. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Board.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area or the Duplex Common Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area and Duplex Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, each Owner of a Dwelling Unit shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines, and/or components of other systems which were originally installed by the Declarant or a utility company and which serve the Owner's Dwelling Unit, which utility lines or wiring may be located in other portion of the Premises, including, without limitation, under or through another Dwelling Unit.

2.09 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Board from time to time.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area and Duplex Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area or Duplex Common Area, as the case may be, shall be used to pay the

Community Expenses or Duplex Common Expenses, as the case may be. Also, the Association shall have the right and power to dedicate any part or all of the roads, parking areas or other vacant areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to dedicate portions of the Community Area or to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Sections 2.05, 2.08 and 2.17, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area or Duplex Common Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit which is improved with a Home, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, Duplex Common Area or any improvement to the Community Area or Duplex Common Area shall encroach upon any part of a Dwelling Unit which is improved with a Home, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit which is improved with a Home shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit, the Community Area or Duplex Common Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home on the Dwelling Unit;
- (b) the chimney which serves the Home on the Dwelling Unit;
- (c) the air conditioning equipment which serves the Home on the Dwelling Unit; or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.14 OWNERSHIP OF COMMUNITY AREA: The Community Area, including the Recreation Center, shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any such area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such areas are made subject to this Declaration.

2.15 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area and/or Duplex Common Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1<sup>st</sup> of the tax year to the date that such area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill. The same proration shall apply to any outstanding special assessments as well.

2.16 LEASE OF DWELLING UNIT: Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit subject to the following provisions:

(a) No Dwelling Unit shall be leased for less than six (6) months or for hotel or transient purposes;

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration; and

(c) Each Owner who leases his Dwelling Unit shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

2.17 OTHER EASEMENTS: The Association shall be responsible for all necessary maintenance and repairs associated with the:

(a) The Monument Sign Easement; and

(b) The Woodland Conservancy Easement.

Article Three  
MAINTENANCE/SERVICES/ALTERATIONS

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(i) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area; however, the watering of landscaping on the Community Area shall be furnished by the Owners and/or Residents pursuant to rules, regulations and procedures adopted from time to time by the Board;

(ii) Maintenance, repair and replacements of improvements located on the Community Area, including without limitation, walking paths;

(iii) Maintenance (including snow removal) and minor repairs (as determined by the Association in its sole discretion) of the private driveways, front walkways and sidewalks which serve the Homes on the Premises;

(iv) Subject to the provisions of Sections 3.07 and 3.08, grass cutting and the care and maintenance (including periodic trimming and pesticide applications) of trees, shrubs, and grass on the Dwelling Unit outside the Home; however, the replacement of all landscaping (including grass, trees and shrubs) and the watering of landscaping on the Dwelling Unit shall be furnished by the Owners and/or Residents at their expense pursuant to rules, regulations and procedures adopted from time to time by the Board.

(v) To the extent not maintained by a utility company, maintenance, repair and replacement of the storm, sanitary, water, electric, gas, other utility lines and components of other systems which are located on the Premises and serve more than one Home; and

(vi) Maintenance required by the Monument Sign Easement and the Woodland Conservancy Easement;

(vii) Maintenance, repair and replacement of detention and stormwater management areas located on the Community Area;

(viii) Maintenance, repair and replacement of the Recreation Center; and

(ix) The Dog Park and any landscape island located on the Association Maintained Public Area.

(b) The following maintenance, repairs and replacements shall be furnished by the Association as a DuplexExpense:

(i) All maintenance, repairs and replacements to Duplex Exteriors.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit and Home.

(b) To the extent not maintained by a utility company, maintenance, repair and replacement of storm, sanitary, water, electric, gas, other utility lines and components of other systems which serve only the Owner's Home and are located on any portion of the Premises shall be the responsibility of the Owner of the Home served by any such utility line or other system.

(c) Each Owner of a Detached Home Lot shall cause the Detached Home and other improvements constructed thereon to be maintained so that the appearance of the Detached Home and other improvements are substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.07, ordinary unavoidable wear and tear excepted.

(d) Each Owner of a Duplex Parcel shall be responsible for providing maintenance, repairs, and replacements of the Duplex (but excluding the Duplex Exterior) windows, doors (including storm and including without limitation the garage doors), screening, gutters, downspouts, steps, decks, roof decks and patios on a DuplexParcel shall be the responsibility of the Owner of the Duplex Parcel; however, at the option of the Board (in consultation with the Duplex Committee), such work may be furnished by the Association and the cost thereof charged to the Owner of the DuplexParcel based on actual cost, as determined by the Board in their reasonable judgment.

(e) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Home which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Homes in the Development or in compliance with rules and regulations adopted by the Board, then the Board may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its or their sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(f) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.01 shall be made as provided in Section 4.06.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Association. Without limiting the foregoing, the Association shall have the right to use water from taps or spigots which may be located on a Home for the purpose of watering landscaping on the Community Area. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, and the amount thereof shall be Community Expenses.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Community Area, Association Maintained Public Area, or Duplex Exteriors and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense or a Duplex Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

(a) No alterations, additions or improvements shall be made to the Community Area and no modifications shall be made to the Association Maintained Public Area without the prior approval of the Board and compliance with applicable ordinances of the Municipality.

(b) The Association may cause alterations, additions or improvements to be made to the Community Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.

(c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Community Area or Association Maintained Public Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered

area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DETACHED HOME LOTS: Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Detached Home Lot or any part of the Detached Home which is visible from outside the Detached Home without the prior written consent of the Board, in consultation with the Detached Home Committee and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Detached Home Lot or any part of the Detached Home thereon by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DUPLEX, DUPLEX PARCELS: Subject to the provisions of Section 9.08, no additions, alterations or improvements shall be made to any Duplex Parcel or any part of the Duplex, including, without limitation, a roof deck, or Duplex Common Area by an Owner without the prior written consent of the Board, in consultation with the Duplex Committee, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant. The Board and/or Declarant may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Duplex, Duplex Exterior or Duplex Common Area which requires the consent of the Board and/or Declarant upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Duplex Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Duplex, Duplex Exterior or the Duplex Common Area by an Owner without the prior written consent of the Board and/or Declarant (as applicable), then (i) the Board may, in its discretion, take any of the following actions, and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Duplex, Duplex Exterior or Duplex Common Area to its original condition, all at the Owner's expense;

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

Article Four  
INSURANCE/CONDEMNATION

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained Public Area, Duplex Exteriors and any other property maintained by the Association. The Board may, in its sole discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the Board from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, its directors and officers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

(c) The premiums for any insurance obtained under this Section with respect to the Community Area shall be Community Expenses, and the premiums for any insurance obtained under this Section with respect to the Duplex Exteriors shall be Duplex Expenses.

4.02 DUPLEX INSURANCE/DAMAGE:

(a) UNLESS THE BOARD HAS PROVIDED WRITTEN NOTICE TO THE OWNER OF DUPLEXES THAT IT INTENDS TO PROVIDE INSURANCE PURSUANT TO THE REMAINDER OF THIS SECTION, THEN EACH OWNER OF A DUPLEX SHALL PROVIDE HIS OWN INSURANCE AGAINST LOSS OF DAMAGE BY FIRE AND OTHER HAZARDS.

(b) The Board shall have the authority to and may obtain insurance for the Duplexes against loss or damage by fire and such other hazards as may be required by the Federal National Mortgage Association, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Duplexes, including fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Duplexes; provided, that, unless specifically obtained by the Board, the insurance coverage shall not be required to include any "Improvements and Betterments" to a Duplex. For purposes hereof, Improvements and Betterments shall include all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Duplex, including without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built in cabinets, floor coverings, including, but not limited to, carpeting, wood and vinyl flooring, wall coverings and ceiling coverings, including, but not limited to, paint and paneling. Premiums for such insurance shall be Duplex Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for each of the Duplex Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Duplex Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Duplex, and (iv) shall contain waivers of subrogation with respect to the Association and its directors and officers, employees and agents (including the managing agent), Owners, occupants of the Duplexes, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(c) The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Duplex Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Duplexes, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Duplex so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Duplexes. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(d) Unless expressly advised to the contrary by the Board, each Owner of a Duplex shall obtain his own insurance on the Improvement and Betterments (as defined in Section 4.02)

within the Owner's Duplex, the contents of the Owner's Duplex and furnishings and personal property therein, the Owner's personal property stored elsewhere on the Premises and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Duplex Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners of Duplexes. Except as expressly determined by the Board, the Board shall not be responsible for obtaining insurance on such Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Duplex to a condition better than the condition existing prior to the making or installation of Improvements and Betterments.

(e) Each Duplex Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Duplex or to any personal property located in the Owner's Duplex caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(f) In the case of damage by fire or other disaster to any Duplex (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(g) In the case of damage by fire or other disaster to any Duplex or building which contains Duplexes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Duplex Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Duplexes are represented, the Duplex Committee shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Duplexes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Duplex Committee under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members

representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Duplexes at such meeting.

(4) If the Voting Members representing Duplexes do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Duplex Committee may, at its discretion, call another meeting or meetings of the Duplex Owners to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Duplexes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Duplex Committee may, with the consent of the Board and Owners representing 75% of the Duplexes in the damaged building and First Mortgagees representing 75% of the Duplexes subject to Mortgages in the damaged building, amend this Declaration to withdraw the DuplexParcel which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Duplex Owner shall be made to such Duplex Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board in consultation with the Duplex Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owner of the Duplex located on the DuplexParcel which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Duplexes if the amendment had not been Recorded; provided, that, the Duplex Parcel shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a DuplexParcel removed from the terms hereof as provided above, the DuplexParcel shall thereupon be subject to the terms hereof and each Duplex to be constructed thereon shall become a Duplex hereunder.

(h) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the DuplexParcel as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(i) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board. Any reconstruction of the building shall be subject to the provisions of Section 3.09.

4.03 OWNER RESPONSIBILITY: In addition to the coverage described in Sections 4.02 and 4.03 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses and Duplex Expenses, as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.04 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, Community Area, Duplex Common Area, or to any personal property located in or on the Homes, the Community Area or the Duplex Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a) and (b) and by each Owner under Section 4.02 shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.05 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

## Article Five THE ASSOCIATION

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of the Community Area, Association Maintained Public Area, and Duplex Exteriors, and any such other portions of the Premises or other real estate, as provided herein.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the

Dwelling Unit be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD /COMMITTEE MEMBERS: Subject to the rights retained by the Declarant under Section 9.05, (a) the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member;(b)the Detached Home Committee shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Dwelling Unit improved with a Detached Home,and (c) the Duplex Committee shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Dwelling Unit improved with a Duplex.

5.05 VOTINGRIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 BOARDLIABILITY:Neither the directors nor the officers or the committee members of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, recklessness or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, the committee members and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or recklessly. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, recklessness or actual fraud in the performance of his duties as such director, officer or committee member.

5.07 MANAGINGAGENT:The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee with ninety (90) days' written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any CommunityArea owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common. The Association shall not voluntarily dissolve without the prior written consent of the Municipality.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

## Article Six ASSESSMENTS

6.01 PURPOSEOFASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expensesand DuplexExpenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Board and Duplex Committee shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts, if any, from sources other than Community Assessments, if any;

(d) The amount of the “Community Assessment” payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned.

(f) The estimated Duplex Expenses;

(g) The estimated amount, if any, to maintain adequate reserves for Duplex Expenses;

(h) The estimated net available cash receipts, if any, from sources other than Duplex Assessments;

(i) The amount of the “Duplex Assessment” payable by the Owners of Duplex Parcels, which shall be equal to the amount determined in (f) above, plus the amount determined in (g) above, minus the amount determined in (h) above; and

(j) That portion of the Duplex Assessment which shall be payable by the Owner of each Duplex Parcel until the next annual Duplex Assessment or revised Duplex Assessment becomes effective, which monthly amount shall be equal to the Duplex Assessment divided by the number of Duplexes, divided by 12, so that each Owner of a Duplex Parcel shall pay equal Duplex Assessments for each Duplex Parcel owned.

The Board shall prepare and approve that portion of the budget provided for in (a) through (e) above, and the Duplex Committee shall prepare and approve that portion of the budget provided for in (f) through (j) above.

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget (“Stabilized Budget”) prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant’s Development Plan and (ii) all proposed Dwelling Units have been sold and are occupied. The Declarant’s Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner’s monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant’s Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant’s Development Plan and all proposed Dwelling Units have been built and are occupied, and (ii) each Owner of a Duplex (other than Declarant) shall pay as the Owner’s monthly share of the Duplex Assessment an amount equal to the budgeted Duplex Expenses as shown on the Stabilized Budget, divided by the number of planned Duplexes as shown on the Declarant’s Development Plan, divided by 12, so that each Owner of a Duplex (other than

Declarant) will pay, with respect to each Duplex owned by the Owner, a monthly Duplex Assessment equal to what the Owner would be paying with respect to the Duplex if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Duplexes have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments or Duplex Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of any of the Community Assessments or Duplex Assessments billed to Owners (regardless of whether paid by Owners), plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses and Duplex Expenses, actually incurred with respect to such period, then the Declarant shall pay such difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessments and Duplex Assessments, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessments and Duplex Assessments, if any, which is payable by each Owner of a Dwelling Unit under Section 6.02. For purposes hereof, a Dwelling Unit shall be subject to assessment only from and after a temporary, conditional or permanent certificate of occupancy has been issued by the Municipality with respect to the Dwelling Unit.

6.04 REVISED ASSESSMENT: If the Community Assessment or Duplex Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board (or in the case of the Duplex Assessment, the Duplex Committee) may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses and Duplex Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Duplex Exteriors or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares; except, that a special assessment with respect to Duplex Exteriors or to cover a deficit under the

prior year's budget for Duplexes Expenses shall be levied only against the Owners of Duplexes and only by action of the Duplex Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Dwelling Units against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITALRESERVE: The Association shall segregate and maintain special reserve accounts (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": Improvements located on the Community Area, Associated Maintained Public Area, Woodland Conservancy Easement, Monument Sign Easement, Duplex Exteriors and any other property maintained by the Association. The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder; provided, that the Duplexes Committee shall make such determinations with respect to the Duplexes. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessments or Duplex Assessments provided for in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Directors and officers elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments and Duplex Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02 above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 INITIALCAPITALCONTRIBUTION:

(a) Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall (i) make a capital contribution to the Association in an amount equal to two (2) months of the then current Community Assessment, which amount shall be held and used by the Association for its working capital needs, and (ii) pay to the Association twenty percent (20%) of the then current annual Community Assessment for that Home, which amount shall be added to the Capital Reserve to be used for capital expenditures in connection with the repair and replacement of the Community Area. The Board may at its discretion use a portion of the funds collected pursuant to this subsection (a)(ii) to help fund the reserve account for the Duplexes which amount shall be added to those amounts collected pursuant to (b)(ii) below.

(b) Upon the closing of the first sale of a Duplex by the Declarant to a purchaser for value, the purchasing Owner shall (i) make a capital contribution to the Association in an amount equal to two (2) months of the then current Duplex Assessment, which amounts shall be held and used by the Association for its working capital needs, and (ii) pay to the Association twenty percent (20%) of the then current Duplex Assessment for that Duplex, which amount shall be added to the Capital Reserve to be used for capital expenditures in connection with the repair and replacement of the Duplex Exteriors.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

#### Article Seven

#### COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid after sixty (60) days, but not more than six (6) months from the due date of the assessment. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to

recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. Any foreclosure action may be brought at the Association's election either (x) in the same manner as an action to foreclose a real estate mortgage or (y) as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Said election between (x) and (y) above shall be made by the Board on a case by case basis. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment, Duplex Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

## Article Eight USE RESTRICTIONS

8.01 RESIDENTIAL USE: Each Dwelling Unit shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Dwelling Unit or any portion thereof, nor shall any Resident's use of a Dwelling Unit endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations. Any lease affecting a Dwelling Unit is subject to these provisions and the terms of this Declaration, including without limitation Section 2.16.

8.02 OBSTRUCTIONS AND REFUSE: Except as permitted under Article Nine, there shall be no obstruction of the Community Area. No Owner shall store any items or materials in the Community Area without the prior written consent of the Board. The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and streets. Garbage may not be burned on a Lot. Unless otherwise provided in rules and regulations adopted by the Board organized by Municipal Ordinance, all garbage shall be placed curbside no earlier than 7:00 p.m. on the day before collection and the empty receptacles shall be removed from curbside and returned to the Homes no later than 7:00 p.m. on the day of collection.

8.03 PETS: No animal of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets. Any pet causing or creating a nuisance or

unreasonable disturbance to an Owner shall be permanently removed from the Premises by the pets owner upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final. No pet shall be permitted on the Community Area unless it is leashed. The owner of a pet shall be responsible for the immediate removal of pet waste from the Community Area.

8.04 PROSCRIBED ACTIVITIES / NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.05 PROHIBITED USES AND STRUCTURES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. Except as permitted under Article Nine, there shall be no obstruction of the Community Area and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.06 PARKING / VEHICLES:

(a) Parking areas and driveways shall be used for parking operable and licensed passenger motor vehicles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No golf carts or other motorized recreation vehicles shall be operated on the Premises, except as operated by the Declarant.

(b) Without limiting the foregoing paragraph, Residents shall not be permitted to store or park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 ANTENNA/SATELLITE DISHES: Subject to the provisions of Section 3.07 and 3.08 to applicable federal, state or local laws, ordinances or regulations, towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted on the outside of any Home. The foregoing, however, does not prohibit direct broadcast satellite receiving discs or dishes no larger than eighteen inches (18") in diameter provided that such over-the air reception devices are installed or mounted in compliance with rules and regulation adopted by the Board from time to time pertaining to the location, screening and manner of installation of such devices and provided that such rules and

regulations do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. The purpose, herein, is to be courteous to the surrounding Owners. Under no circumstances shall free standing transmission or receiving towers which support satellite discs or dishes larger than one (1) meter in diameter or non-standard television antennae shall be permitted within the Development Area.

8.09 GARAGE DOORS: Garage doors shall be kept closed at all times, except when Residents or vehicles are entering or exiting the garage or when the garage is being cleaned.

8.10 MAILBOXES: The mailbox on the Dwelling Unit shall be of such style, size, material and color as shall be prescribed from time to time by the Board.

8.11 LANDSCAPING: Except as permitted under Article Three, there shall be no changes to landscaping on any portion of the Premises.

8.12 RULES AND REGULATIONS:

(a) The use and enjoyment of the Community Area shall be subject to reasonable rules and regulations duly adopted by the Board from time to time.

(b) Without limiting the foregoing, the Board may levy a reasonable fine upon an Owner for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.06.

8.13 FENCES: No fencing shall be permitted on the Premises other than fencing installed by the Declarant or the Association.

8.14 OUTBUILDINGS AND OTHER STRUCTURES:

(a) No outbuilding, animal house, greenhouse, playset, shed or storage shed or any other permanent or temporary structure shall be erected, installed or maintained anywhere on the Premises.

(b) This provision shall not affect any outbuilding, shed or storage shed constructed by the Declarant or the Association.

8.15 POOLS: No swimming pools shall be erected, installed or maintained anywhere on the Premises except as part of the Recreation Center, if any. All outdoor jacuzzis, hot tubs or other water features must be integrated into the design for the Home, be screened from view and shall be approved by the Board prior to installation. Any outdoor jacuzzis, hot tubs or other water features shall be located in the rear yard of the Dwelling Unit and shall not extend past the side lines of any Home extended to the rear lot line. A building permit for any jacuzzi, hot tub or water feature must be procured from the Municipality prior to installation.

8.16 WATERING: The Board may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Areas. Without limiting the foregoing, the Board may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Board.

8.17 SOLAR ENERGY SYSTEM: Any and all devices employed to convert sunlight to electricity must be either totally screened from view or completely integrated into the residence design. Solar shingles or other reflective devices producing a glare that is visible from the street or from adjacent lots will not be permitted.

8.18 SIGNS: Except as provided in Article Nine, no “For Sale”, “For Rent” or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Premises unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, no more than one (1) sign (not to exceed 2 feet by 2 feet in size) may be placed in a window, subject to the reasonable rules and regulations of the Board. Also, during the two (2) week period prior to and during the one (1) week period subsequent to a primary or general election, one (1) political sign (not to exceed 2 feet by 2 feet in size) may be placed in the window.

8.19 PLAYSET: No playsets shall be erected, installed or maintained on the Premises except as installed by the Declarant or the Association.

8.20 MINIMUM SQUARE FOOTAGE: Homes located in each area as indicated on Exhibit C hereto shall have the following minimum square footages on the first and second floors combined but excluding the basement:

Area A: 1400 square feet

Area B: 1700 square feet

Area C: 1200 square feet

This restriction shall not apply to Homes constructed by the Declarant as model Homes; provided however, if a model home is razed and rebuilt the new Home built by any party other than the Declarant shall be subject to these restrictions.

8.21 BALCONIES / GRILLS: The use and placement of grills and other seasonal items on balconies shall be subject to applicable ordinances of the Municipality and rules and regulations adopted by the Board from time to time.

8.22 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Home or in the Community Area which will increase the rate of insurance maintained by the Association pursuant to Article Four without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Home or on the Community Area which will result in the cancellation of insurance maintained by the Association pursuant to Article Four or which would be in violation of any law.

8.23 MONOTONY STANDARDS: The Premises is subject to certain Municipal Monotony Code Lot Restrictions as provided in the Development agreement entered into by the Declarant affecting the Premises and as included on Exhibit D attached hereto and made a part hereof. As provided in Section 10.02, the provisions of this Section may only be amended with the written consent of the Municipality.

Article Nine  
DECLARANT'S RESERVED RIGHTS AND  
SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area ("Declarant Rights Period").

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general vicinity of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever. The rights of the Declarant under this Section 9.03 shall terminate one (1) year from time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area or Duplex Common Area to any governmental authority, public utility or private utility for the installation and maintenance of

electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: The first Board shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the Community Area (an "Outlot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a portion of an Outlot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vii) to withdraw and remove any portion of an Outlot from the Premises, and (ii) require the Association to convey the portion of the Outlot so withdrawn and removed from the Premises to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

## Article Ten AMENDMENT

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the

Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, and/or (vi) to amend Exhibit B to withdraw and remove all, or any portion, of an Outlot from the terms of the Declaration so that the portion or portions so withdrawn and removed shall no longer be part of the Premises hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate five (5) years from such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, Article Twelve or any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant and (iii) no amendment shall be made to this Declaration without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

Article Eleven  
FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a

Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

- (c) Copies of notices of meetings of the Owners;
- (d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- (e) Notice of any substantial damage to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Dwelling Unit subject to the First Mortgagee's mortgage;
- (g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;
- (h) The right to examine the books and records of the Association at any reasonable times;
- (i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and
- (j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

#### 11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

- (1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments, North Detached Home Assessments, Duplex Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a

right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

## Article Twelve

### ANNEXING ADDITIONAL PROPERTY

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any portion of any Added Premises which is made part of the Duplex Common Area shall be referred to as "Added Duplex Common Area"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the

Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Duplex Common Area and Added Dwelling Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Duplex Common Area or the Added Dwelling Units, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Duplex Assessment (if the Dwelling Unit is a Duplex) and Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

Article Thirteen  
PARTY WALLS

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate

Duplexes shall constitute and be a “Party Wall”, and the Owner of a Duplex immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of a Duplex which includes a portion of a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Duplex which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Duplex.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Duplex which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Duplexes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Duplex Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner’s Duplex.

13.04 CHANGE IN PARTY WALL: Any Owner of a Duplex who proposes to modify, rebuild, repair or make additions to any structure upon his Duplex in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Duplex and the Board, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Duplex or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Duplexes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

Article Fourteen  
MISCELLANEOUS

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 WAIVER OF IMPLIED WARRANTIES OF PERFORMANCE IN A WORKMANLIKE MANNER, REASONABLE ADEQUACY FOR INTENDED USE AND OCCUPANCY, AND OTHER WARRANTIES: Wisconsin Statute Chapter 706, Section 706.10(7) (“Statute”) specifies that every contract for the construction or rehabilitation of a home in Wisconsin carries with it a warranty that when completed, such improvements shall have been performed in a workmanlike manner and shall be reasonable adequate to equip the premises for use and occupancy as a home. The Statute also stipulates that the "Implied Warranty of Performance in a Workmanlike Manner" and that the “Implied Warranty for Reasonable Adequacy for an Intended Use and Occupancy” (together, “Implied Warranties”) do not have to be in writing to be a part of the contract. These Implied Warranties cover not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but they also cover any defect in workmanship which may not easily be seen by the buyer. However, the Statute states that the seller-builder and buyer may agree in writing that these Implied Warranties are not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranties and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Performance in a Workmanlike Manner, the Implied Warranty of Reasonable Adequacy for an Intended Use and Occupancy or any other implied warranty.

*[Signature page follows]*

Dated: \_\_\_\_\_, 20\_\_

**DECLARANT:**

TAYLOR MORRISON OF ILLINOIS, INC.,  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A TO  
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Development Area

*[To be inserted prior to recording.]*

EXHIBIT B TO  
DECLARATION OF COVENANTS FOR SYMPHONY BAY

The Premises

*[To be completed prior to recording.]*

I. Premises:

II. Dwelling Units

A. Detached Home Lot: Each of the following described lots shall be a “Detached Home Lot” hereunder:

1. Lots \_\_\_\_\_

B. Duplex Lot: Each of the following described lots shall be a “Duplex Lot” hereunder and shall be divided into “Duplex Parcels” as described in Section 1.23 of the Declaration to which this Exhibit is attached:

1. Lots \_\_\_\_\_

III. Community Area:

1. Lots \_\_\_\_\_

IV. Duplex Common Area:

A. All portions of each Lot described in Section II.B. above, outside of the Duplexes on the Lot.

V. Association Maintained Public Areas:

A. The Dog Park.

B. Landscaping islands located in \_\_\_\_\_ Street.

PINs: \_\_\_\_\_

Addresses: \_\_\_\_\_

EXHIBIT CTO  
DECLARATION OF COVENANTS FOR SYMPHONY BAY

Minimum Square Footage Map

*[To be inserted prior to recording.]*

EXHIBIT D TO  
DECLARATION OF COVENANTS FOR SYMPHONY BAY

Monotony Standards

**MONOTONY CODE LOT RESTRICTIONS**

**SYMPHONY BAY DEVELOPMENT**

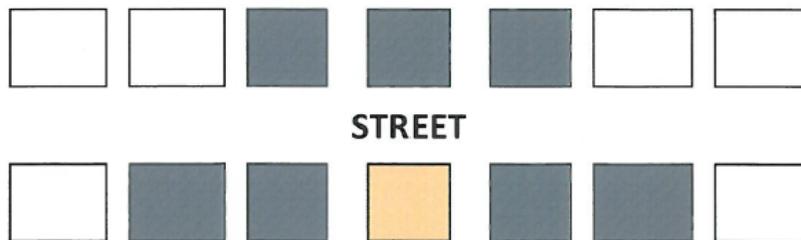
**Restriction:**

- a) The following shall apply to all homes within the Symphony Bay Development
1. No house shall have the same Configuration that is within two (2) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria
  2. No house shall have the same Color Package that is within two (2) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria

**Definitions:**

- a) Configuration – a combination of product type, elevation, exterior fenestration (siding, stucco, brick or stone), and color package.
- b) Color Package – a combination of siding, stucco, brick, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single home.

**Monotony Restrictions**



CITY OF LAKE GENEVA  
 626 GENEVA STREET  
 LAKE GENEVA, WI 53147  
 PHONE (262) 248-3673  
 www.cityoflakegeneva.com

COLUMBIA CASCADE COMPANY  
 1300 SW SIXTH AVE STE 310  
 PORTLAND OR 97201-3464

DELIVER TO:  
 LAKE GENEVA STREET DEPT.  
 1065 CAREY STREET  
 LAKE GENEVA WI 53147  
 PHONE: 262-248-6644 FAX: 262-248-4913

=====

P U R C H A S E O R D E R

=====

P.O. NUMBER: 100  
 P.O. DATE: 03/11/2016  
 P.O. AMT: \$34,430.00  
 VENDOR NUMBER: COLUM  
 REQ. NUMBER:  
 EXPECTED DATE: 05/10/2016  
 ATTENTION:  
 TOM EARLE

DESCRIPTION	ACCOUNT #	HOURS/QTY	COST/UNIT	AMOUNT
2660-6-PH SEAT WITH ARMRESTS	34-30-00-1603	10.00000	.0010	.01
2663-6-PH BENCH W/ARMRESTS	34-30-00-1603	6.00000	.0010	.01
2172-01-P-C BIKE RACKS	34-30-00-1603	5.00000	.0010	.01
PER QUOTE 50401-D-000				
TOTAL QUOTE	34-30-00-1603	1.00000	34,429.9700	34,429.97
				=====
				\$34,430.00

REQUESTED  
 BY: DAN WINKLER

APPROVED  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Lake Geneva  
Council Meeting  
March 14, 2016**

**Prepaid Checks  
2/24/16 - 3/11/16**

**Total:  
\$18,293.36**

**Checks over \$5,000:**      \$ 8,871.72  
*US Bank - PD Credit Card*

FROM 02/24/2016 TO 03/11/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
AUTOM	AUTOMATED PARKING TECHNOLOGIES								
	151660			11/02/15		61935	03/02/16	30.00	30.00
		01 BACKUP KEY-BEACH KIOSK	4054105310						30.00
								VENDOR TOTAL:	30.00
COMBE	COMBEE AIRBOATS INC								
	217			02/17/16		61936	03/02/16	2,045.00	2,045.00
		01 AIRBOAT PROPELLER	1110005245						2,045.00
								VENDOR TOTAL:	2,045.00
DUNN	DUNN LUMBER & TRUE VALUE								
	557470			04/08/14		61937	03/02/16	154.57	25.57
		01 FAUCET REPAIR	4800005240						25.57
	600049			04/13/15		61937	03/02/16	154.57	24.17
		01 DRILL BITS,SAW BLADES	4800005340						24.17
	601062			04/21/15		61937	03/02/16	154.57	11.35
		01 CABLE TIES,PLUGS	4800005340						11.35
	603419			05/08/15		61937	03/02/16	154.57	38.49
		01 GARAGE DOOR TRANSMITTER	4800005350						38.49
	K11653			07/10/15		61937	03/02/16	154.57	54.99
		01 FERTILIZER	4800005362						54.99
								VENDOR TOTAL:	154.57
EMS	EMS MEDICAL BILLING ASSOCIATES								
	12/15			12/31/15		61938	03/02/16	1,279.74	1,279.74
		01 COMMISSIONS-DEC	1122005214						1,279.74
								VENDOR TOTAL:	1,279.74
EQUAL	EQUAL RIGHTS DIVISION								
	250-2/16			02/29/16		700025	03/04/16	22.50	7.50
		01 WORK PERMITS-FEB	1100002422						7.50
	250-2/16/16			02/29/16		700025	03/04/16	22.50	15.00
		01 WORK PERMITS-FEB	1100002422						15.00
								VENDOR TOTAL:	22.50
FOXVA	FOX VALLEY TECHNICAL COLLEGE								
	TPB0000316095			02/09/16		61939	03/02/16	785.00	785.00

FROM 02/24/2016 TO 03/11/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	TPB0000316095			02/09/16		61939	03/02/16	785.00	785.00
	01	DAAT INSTRUCTOR CLASS-NELSON	1121005410						785.00
								VENDOR TOTAL:	785.00
GENON	GENEVA ONLINE INC								
	1022483			01/01/16		61940	03/02/16	78.00	39.00
	01	EMAIL SVC-JAN	1121005221						39.00
	1024031			02/01/16		61940	03/02/16	78.00	39.00
	01	EMAIL SVC-FEB	1121005221						39.00
								VENDOR TOTAL:	78.00
GLP	GLP AUTOMOTIVE LLC								
	8634			11/11/15		61941	03/02/16	679.98	679.98
	01	HONDA CIVIC FIX	1121005361						679.98
								VENDOR TOTAL:	679.98
HENRYS	HENRY SCHEIN INC								
	17728381			12/09/15		61952	03/10/16	539.51	-183.00
	01	CREDIT PERFUSION BACKPACK	1122005810						-183.00
	26358590-01			12/29/15		61952	03/10/16	539.51	556.03
	01	TRAINING KIT	1129005735						556.03
	26689036			01/07/16		61952	03/10/16	539.51	166.48
	01	GLOVES	1122005810						166.48
								VENDOR TOTAL:	539.51
OTTER	OTTER SALES & SERVICE INC								
	P158364			11/12/15		61953	03/10/16	162.90	208.15
	01	PAN/GASKET	1132105250						208.15
	P158520			11/18/15		61953	03/10/16	162.90	-45.25
	01	PAN/GASKET RETURN	1132105250						-45.25
								VENDOR TOTAL:	162.90
PHILI	PHILIPS MEDICAL CAPITAL								
	48857523			02/06/16		61942	03/02/16	700.16	700.16
	01	MONITOR, DEFIBS-FEB	1122005830						700.16
								VENDOR TOTAL:	700.16

FROM 02/24/2016 TO 03/11/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
PNC	PNC BANK								
	0437-2/16			02/07/16		61943	03/02/16	211.40	21.10
		01 CREDIT-GODADDY-HIST PRES	1170005720						-2.00
		02 AMER STANDARD-FAUCET PART	1151105240						23.10
	1831-2/16			02/07/16		61943	03/02/16	211.40	190.30
		01 BATTERY MART-2 BATT CHARGERS	1122005351						177.90
		02 USPS-ALARM PLANS-MALEK	1122005312						5.95
		03 USPS-PLAN CHANGES-AURORA	1122005312						6.45
								VENDOR TOTAL:	211.40
SUN	SUN LIFE FINANCIAL								
	MARCH DISABILITY			02/20/16		700024	02/25/16	1,322.99	1,322.99
		01 CEM DISABILITY-MARCH	4800005137						30.70
		02 PKG DISABILITY-MARCH	4234505137						17.70
		03 CH DISABILITY-MARCH	1110205134						163.22
		04 LIB DISABILITY-MARCH	9900005137						61.09
		05 PD DISABILITY-MARCH	1110205134						589.49
		06 STR DISABILITY-MARCH	1110205134						223.10
		07 UTIL DISABILITY-MARCH	1100001634						139.44
		08 WWTF DISABILITY-MARCH	1100001634						98.25
								VENDOR TOTAL:	1,322.99
T0001167	WISCONSIN HEALTH FUND								
	14-107910			11/25/15		61944	03/02/16	91.55	91.55
		01 REFUND 14-107910	1122004624						91.55
								VENDOR TOTAL:	91.55
T0001168	UMR								
	14-81401			07/30/15		61945	03/02/16	616.56	616.56
		01 REFUND 14-81401	1122004624						616.56
								VENDOR TOTAL:	616.56
T0001169	WISCONSIN AFTER SCHOOL ASSOC								
	CONF 2016			02/09/16		61946	03/02/16	95.00	95.00
		01 2016 CONF-SOUKUP	9900005332						95.00
								VENDOR TOTAL:	95.00
TACTI	TACTICAL MEDICAL SOLUTIONS INC								
	46383			12/18/15		61947	03/02/16	412.25	412.25

FROM 02/24/2016 TO 03/11/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	46383			12/18/15		61947	03/02/16	412.25	412.25
		01 BALLISTIC PACKS	1121005361						412.25
								VENDOR TOTAL:	412.25
USBANK	US BANK								
	3341-2/16			02/10/16		61948	03/02/16	8,871.72	8,871.72
		01 APCO-EMD TRAINING-FROGGATT	1121005410						489.00
		02 FBI LEEDA-TRAINING PT 2-GRITZ	1121005410						650.00
		03 FBI LEEDA-DUES-GRITZNER	1121005410						50.00
		04 FBI LEEDA-TRAINING PT 1-GRITZ	1121005410						650.00
		05 HOME DEPOT-CAULK, PUTTY	1121005342						4.60
		06 WALMART-HANGERS, STORAGE BINS	1121005139						16.60
		07 COZUMEL-LT, BONK, POVISH	1121005331						32.77
		08 HOME DEPOT-PADLOCK, CHAINS	1121005361						15.51
		09 GERMSTAR-SANITIZER DISP, BAGS	1121005399						145.44
		10 HEARTSMART-CPR PADZ	1121005342						1,723.80
		11 WISHING WELL-POVISH FLOWERS	1121005399						31.65
		12 WISHING WELL-HALL FLOWERS	1121005399						31.65
		13 STAPLES-VEHICLE KEY TAGS	1121005342						54.78
		14 HAZELDEN-COUNTERACT COLLECTION	1121005316						2,145.00
		15 EKIT TRNG-CLASS-KELLER, ECKLUND	1121005410						550.00
		16 SCOTTS SCREEN PRT-TSHIRTS	1121005316						1,441.50
		17 KALAHARI-GRITZNER	1121005331						177.34
		18 KALAHARI-RASMUSSEN	1121005331						177.34
		19 GREAT WOLF-KELLER, ECKLUND, WARD	1121005331						166.11
		20 GREAT WOLF-RICHARDSON	1121005331						139.17
		21 GREAT WOLF-ECKLUND	1121005331						139.17
		22 RIVERS EDGE-CHIEF, LT	1121005331						40.29
								VENDOR TOTAL:	8,871.72
VERIZON	VERIZON WIRELESS								
	9758138498			01/01/16		61949	03/02/16	40.01	40.01
		01 AIR CARDS-JAN	1129005221						40.01
	9758138498-DEC			12/01/15		61950	03/02/16	40.01	40.01
		01 AIR CARDS-DEC	1129005221						40.01
	9759766285			02/01/16		61951	03/02/16	40.01	40.01
		01 AIR CARDS-FEB	1129005221						40.01
								VENDOR TOTAL:	120.03
WIDOTR	REGISTRATION FEE TRUST								
	TITLE 98 HONDA			03/08/16		61954	03/11/16	74.50	74.50

FROM 02/24/2016 TO 03/11/2016

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
	TITLE 98 HONDA			03/08/16		61954	03/11/16	74.50	74.50
	01	TITLE TRNSF,PLATE-1998 HONDA	1121005380						74.50
								VENDOR TOTAL:	74.50
								TOTAL --- ALL INVOICES:	18,293.36

**City of Lake Geneva  
Council Meeting  
March 14, 2016**

**Accounts Payable**

	<u>Fund #</u>	
1. General Fund	11	\$ <u>257,828.55</u>
2. Debt Service	20	\$ <u>57,644.84</u>
3. TID #4	34	\$ <u>6,716.00</u>
4. Lakefront	40	\$ <u>59,047.87</u>
5. Capital Projects	41	\$ <u>7,787.18</u>
6. Parking	42	\$ <u>3,270.84</u>
7. Cemetery	48	\$ <u>18,280.19</u>
8. Equipment Replacement	50	\$ <u>8,205.25</u>
9. Library Fund	99	\$ <u>28,016.80</u>
10. Impact Fees	45	\$ <u>46,215.00</u>
11. Tax Agency Fund	89	\$ <u>-</u>
<b>Total All Funds</b>		<b><u><u>\$493,012.52</u></u></b>

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000**

**COUNCIL MEETING DATE: 3/14/16**

**TOTAL UNPAID ACCOUNTS PAYABLE \$ 493,012.52**

**ITEMS > \$5,000**

R&R Insurance Services - Workers Comp/Liability Insurance	\$ 125,051.00
Associated Bank - Promissory Note Payment	\$ 57,550.00
Geneva Lake Law Enforcement - 2016 Contribution	\$ 48,174.00
Lake Geneva Utility - Impact Fees	\$ 46,215.00
Alliant Energy - February Electric Bills	\$ 37,714.56
Lakeshores Library System - 2016 Sirsi	\$ 19,411.17
Burris Equipment Company - Ball Field Groomer; Mower parts	\$ 17,315.61
Walworth County Public Works - Sand/Salt Mixture - February	\$ 16,380.91
James M Lewis LLC - Police Department Investigator	\$ 11,357.86
Kapur & Associates - January Engineering	\$ 11,069.28
Pontem Software - Cemetery GIS Mapping & Data Conversion	\$ 9,250.00
Vast Data Concepts - Cemetery Data Entry Project	\$ 8,492.61
Harris Computer Systems - 2016 MSI Support	\$ 5,287.85
General Communications Inc - Squad Car Changeover (Radios)	\$ 5,211.38
Geneva Lake Level Corporation - 2016 Contribution	\$ 5,000.00
Balance of Other Items	\$ 69,531.29

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A+ A+ GRAPHICS & PRINTING							
9352	02/02/16	01	OLD TIME NEWSLETTER	1170005720		03/15/16	77.50
						INVOICE TOTAL:	77.50
9523	02/27/16	01	WEB POSTINGS FOR BIDS	3430005214		03/15/16	46.00
						INVOICE TOTAL:	46.00
9585	03/04/16	01	OLD TIME NEWSLETTER	1170005720		03/15/16	82.50
						INVOICE TOTAL:	82.50
						VENDOR TOTAL:	206.00
ADVANAU ADVANCE AUTO PARTS							
7193605349309	02/22/16	01	AIRBOAT-ANTIFREEZE	1110005245		03/15/16	40.47
						INVOICE TOTAL:	40.47
7193606036673	02/29/16	01	SPARK PLUG,OIL,O-RING	4800005351		03/15/16	57.09
						INVOICE TOTAL:	57.09
7193606329827	03/03/16	01	MINI BULB-#3	4800005351		03/15/16	5.99
						INVOICE TOTAL:	5.99
						VENDOR TOTAL:	103.55
ADVAND ADVANCED DISPOSAL SERVICES							
A40000007021	02/29/16	01	LANDFILL USE	1136005296		03/15/16	116.43
						INVOICE TOTAL:	116.43
						VENDOR TOTAL:	116.43
ALLIANT ALLIANT ENERGY							
RE031116	03/04/16	01	ACCT #026273-HAVENWOOD FLSH	1134105222		03/15/16	7.27
		02	ACCT #057300-SOUTH/WELLS FLSH	1134105222			19.72
		03	ACCT #064443-WELLS ST FLSH	1134105222			8.50
		04	ACCT #072470-MAIN ST LITES	1134105223			301.39

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ALLIANT	ALLIANT ENERGY						
RE031116	03/04/16	05	ACCT #089416-SHARED SAVINGS P	9900005623		03/15/16	137.40
		06	ACCT #089416-SHARED SAVINGS I	9900005663			2.42
		07	ACCT #108571-1055 CAREY	1132105222			194.49
		08	ACCT #111395-BROAD ST TRFC LT	1134105223			59.28
		09	ACCT #121601-SHARED SAVINGS P	2081005625			92.73
		10	ACCT #121601-SHARED SAVINGS I	2081005664			2.11
		11	ACCT #148614-HWY 50/12 FLASHER	1134105222			10.33
		12	ACCT #152472-W COOK SIREN	1129005222			10.31
		13	ACCT #161895-RIVIERA ELEC	4055305222			2,156.51
		14	ACCT #165231-BEACH HOUSE	4054105222			266.91
		15	ACCT #178450-INTCHG N/SHER SPR	1134105223			87.14
		16	ACCT #182684-HWY 120/BLMFLD LT	1134105223			99.14
		17	ACCT #243254-LIBRARY PARK	1152005222			32.21
		18	ACCT #252132-EDWDS BLVD/WM SIG	1134105223			137.60
		20	ACCT #293132-SAGE ST/DUNN SRN	1129005222			5.04
		21	ACCT #303645-MS2 STREET LTS	1134105223			301.56
		22	ACCT #327582-DUNN FIELD	1152005922			359.91
		23	ACCT #339772-SNAKE RD/HWY 50	1134105222			10.83
		24	ACCT #363673-VETS PK/TWNLN RD	1152015222			136.26
		25	ACCT #393713-MUSEUM 256 MILL	1151105222			644.28
		27	ACCT #401872-WELLS ST FLSH	1134105222			9.90
		28	ACCT #414694-HOST DR WATER TWR	1122005222			327.73
		29	ACCT #422323-GENEVA SQ TRF LT	1134105223			34.00
		30	ACCT #433371-LIBRARY	9900005222			965.29
		31	ACCT #457625-LOT LITE GNVA ST	1134105223			301.39
		32	ACCT #462852-WELLS ST FLSH	1134105222			75.50
		33	ACCT #549716-FLAT IRON PARK	1152005222			179.32
		34	ACCT #566211-W HWY 50 BLK FLSH	1134105222			10.83
		35	ACCT #595515-LIB PARK RESTROOM	1152005222			28.58
		36	ACCT #602235-724 WILLIAMS ST	1134105223			29.64
		37	ACCT #604445-S LAKESHORE DR FL	1134105222			7.93
		38	ACCT #622184-S LAKESHORE DR	1152005222			13.59
		39	ACCT #630016-COOK ST/HWY 50	1134105223			34.14
		40	ACCT #661112-OAK HILL CEMETERY	4800005222			193.18

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALLIANT ALLIANT ENERGY							
RE031116	03/04/16	41	ACCT #684954-730 MARSHALL SRN	1129005222		03/15/16	18.06
		43	ACCT #688465-TENNIS CTS/SCHL	1152005222			7.53
		44	ACCT #718894-OAK HILL CEMETERY	4800005222			30.57
		46	ACCT #732492-389 EDWDS TRF LT	1134105223			179.57
		47	ACCT #734115-HWY 50/HWY 12 LTS	1134105222			19.98
		48	ACCT #738154-RUSHWOOD PARK	1152005222			18.06
		49	ACCT #758433-700 GENEVA ST LOT	1134105223			235.94
		50	ACCT #758940-1065 CAREY ST	1132105222			616.09
		51	ACCT #759513-STREET LIGHTS	1134105223			7,091.42
		52	ACCT #800930-VETS PK SCOREBRD	1152015222			99.96
		53	ACCT #837813-SEM PARK RESTROOM	1152005222			10.31
		54	ACCT #895526-HWY 50 TRF LT	1134105223			175.50
		55	ACCT #912610-GEORGE ST FLSHR	1134105222			7.93
		56	ACCT #923482-1070 CAREY ST	1132105222			228.21
		59	ACCT #926683-FLAT IRON PK/WRGL	1152005222			7.53
		60	ACCT #932215-DODGE ST FLSHR	1134105222			7.76
		63	ACCT #940353-IMPND 1070 CAREY	1121005222			15.27
		64	ACCT #952816-FIRE HOUSE	1122005222			897.98
		65	ACCT #957203-HWY 120/TWNLD RD	1134105222			138.97
		66	ACCT #965570-201 EDWARDS SIREN	1129005222			10.19
		67	ACCT #969933-CITY HALL	1116105222			7,789.69
		68	ACCT #973443-VETS PARK PAVLN	1152015222			160.97
		69	ACCT #980910-DONIAN PARK	1152005222			120.17
		70	ACCT #998403-COBB PARK	1152005222			7.53
						INVOICE TOTAL:	25,189.55
						VENDOR TOTAL:	25,189.55
AMAZO AMAZON							
8932-2/16	02/10/16	01	DVDS	9900005411		03/15/16	264.69
		02	COMPUTER MONITORS-3	9900005514			239.97
		03	FOLDERS,BATTERIES,STAPLER	9900005310			202.30
						INVOICE TOTAL:	706.96
						VENDOR TOTAL:	706.96

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
AMYS	AMY'S SHIPPING EMPORIUM						
154009	01/28/16	01	UPS-TASER INT'L REPAIR	1121005312		03/15/16	11.38
						INVOICE TOTAL:	11.38
						VENDOR TOTAL:	11.38
ARROW	ARROW PEST CONTROL INC						
67803	03/02/16	01	PEST CONTROL-FEB	1116105360		03/15/16	55.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00
ASSOC	ASSOCIATED BANK						
99G1000003-2016	02/15/16	01	2011 PROM NOTE PYMT	2081005624		03/15/16	25,000.00
		02	2011 PROM NOTE PYMT	2081005656			32,550.00
						INVOICE TOTAL:	57,550.00
						VENDOR TOTAL:	57,550.00
AT&T81	AT&T						
RE030916	02/13/16	01	262 R42-8188 663 1 CITY HALL	1116105221		03/15/16	288.83
		02	262 R42-8188 663 1-POLICE	1121005221			288.83
		03	262 R42-8188 663 1-COURT	1112005221			32.09
		04	262 R42-8188 663 1-METER	4234505221			32.10
		06	262 248-2264 368 9-FIRE DEPT	1122005221			295.55
		07	262 248-4567 367 1-911 MODEM	1121005221			203.92
		08	262 248-4715 125 4-CITY HALL	1116105221			256.19
		10	262 248-4913 601 4-STR FAX/DSL	1132105221			175.69
		12	262 249-5299 313 5-6 LIB LINES	9900005221			130.86
		13	262 249-5299 313 5-1 STR LINE	1132105221			21.81
		14	262 249-5299 313 5-COURT FAX	1112005221			21.81
		15	262 249-5299 313 5-CH ALARM	1116105221			43.62
		16	262 249-5299 313 5-CEM 1 LINE	4800005221			21.81
		17	262 249-5299 313 5-LOWER RIV	4055205221			21.81
		18	262 249-5299 313 5-UPPER RIV	4055105221			43.62

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
AT&T81	AT&T						
RE030916	02/13/16	19	262 249-5299 313 5-FIRE 2 LINE	1122005221		03/15/16	43.62
		20	262 249-5299 313 5-POL 3 LINES	1121005221			65.52
		21	262 248-6837 457 9-POL 911 CON	1121005221			107.50
						INVOICE TOTAL:	2,095.18
						VENDOR TOTAL:	2,095.18
AT&TL	AT&T LONG DISTANCE						
RE030916	02/04/16	01	LONG DIST-JAN	1100001391		03/15/16	10.44
		03	LONG DIST-JAN	4800005221			0.63
		04	LONG DIST-JAN	1132105221			7.55
		05	LONG DIST-JAN	1122005221			7.30
		06	LONG DIST-JAN	9900005221			27.55
		07	LONG DIST-JAN	1121005221			122.00
		08	LONG DIST-JAN	1116105221			0.29
		09	LONG DIST-JAN	1112005221			0.43
						INVOICE TOTAL:	176.19
						VENDOR TOTAL:	176.19
AUROH	AURORA HEALTH CARE						
1551129	02/21/16	01	DRUG TESTS,PHYSICAL	1100001391		03/15/16	125.00
		02	DRUG TESTS	1132105205			300.00
						INVOICE TOTAL:	425.00
						VENDOR TOTAL:	425.00
BAKER	BAKER & TAYLOR						
L3367102-1/16	01/31/16	01	2031625105-49 ITEMS	9900005410		03/15/16	813.63
		02	2031645567-22 ITEMS	9900005410			290.21
		03	2031607107-22 ITEMS	9900005410			338.67
		04	2031575840-39 ITEMS	9900005410			697.97
		05	2031571574-50 ITEMS	9900005410			842.03
						INVOICE TOTAL:	2,982.51

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
BAKER	BAKER & TAYLOR						
L3367512-1/16	01/31/16	01	2031623792-1 ITEM	9900005411		03/15/16	3.77
		02	2031623791-2 ITEMS	9900005411			12.16
		03	2031586346-1 ITEM	9900005411			14.82
		04	2031586345-57 ITEMS	9900005411			635.52
						INVOICE TOTAL:	666.27
L4013232-1/16	01/31/16	01	2031571581-7 ITEMS	9900005414		03/15/16	156.17
		02	2031587337-1 ITEM	9900005414			10.99
		03	2031587338-1 ITEM	9900005414			8.24
		04	2031625103-8 ITEMS	9900005414			158.90
		05	2031625104-1 ITEM	9900005414			22.00
						INVOICE TOTAL:	356.30
						VENDOR TOTAL:	4,005.08
BAYCOM	BAYCOM INC						
EQUIPINV_001459	02/16/16	01	LIGHT BAR-NEW SQUAD	4121009078		03/15/16	2,345.00
						INVOICE TOTAL:	2,345.00
						VENDOR TOTAL:	2,345.00
BENSON	ALISHA BENSON						
MILEAGE 2/01/16	02/01/16	01	25 MILES-BLACK POINT MTG	9900005211		03/15/16	13.50
						INVOICE TOTAL:	13.50
						VENDOR TOTAL:	13.50
BILLER	BILLER PRESS						
16-15913	02/29/16	01	TRAILER HANG TAGS	4052115352		03/15/16	388.00
						INVOICE TOTAL:	388.00
BP-6880	02/26/16	01	LAUNCH PYMT ENVELOPES	4052115352		03/15/16	336.00
						INVOICE TOTAL:	336.00
						VENDOR TOTAL:	724.00

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BOTTTS BOTTTS WELDING & TRK SERV INC							
597265	03/07/16	01	PIVOT PINS-PLOW#16	1132125250		03/15/16	45.90
						INVOICE TOTAL:	45.90
						VENDOR TOTAL:	45.90
BUMPL BUMPER TO BUMPER AUTO PARTS							
662-333882	02/01/16	01	AIRBOAT-MUFFLERS	1110005245		03/15/16	75.98
						INVOICE TOTAL:	75.98
662-334376	02/11/16	01	AIRBOAT-COOLANT,HOSES,MUFFLERS	1110005245		03/15/16	95.42
						INVOICE TOTAL:	95.42
662-334519	02/11/16	01	AIRBOAT-EXHAUST ADAPTERS	1110005245		03/15/16	13.18
						INVOICE TOTAL:	13.18
662-334520	02/11/16	01	AIRBOAT-HOSE CREDIT	1110005245		03/15/16	-16.69
						INVOICE TOTAL:	-16.69
662-334521	02/11/16	01	AIRBOAT-MUFFLER CLAMPS	1110005245		03/15/16	4.58
						INVOICE TOTAL:	4.58
662-334594	02/12/16	01	AIRBOAT-HOSE CREDIT	1110005245		03/15/16	-12.39
						INVOICE TOTAL:	-12.39
662-334595	02/12/16	01	AIRBOAT-EXHAUST CLAMPS	1110005245		03/15/16	18.54
						INVOICE TOTAL:	18.54
662-334630	02/13/16	01	BULBS-ENG #1	1122005351		03/15/16	28.98
						INVOICE TOTAL:	28.98
662-334749	02/16/16	01	AIR FILTER-SAW	1132105351		03/15/16	15.69
						INVOICE TOTAL:	15.69
662-334775	02/16/16	01	SPARK PLUG-SAW	1132105351		03/15/16	1.99
						INVOICE TOTAL:	1.99

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-334777	02/16/16	01	AIR FITTING-#25	1132105351		03/15/16	5.87
						INVOICE TOTAL:	5.87
662-334787	02/16/16	01	COMPRESSOR BELT-STA 2	1122005351		03/15/16	16.39
						INVOICE TOTAL:	16.39
662-334846	02/17/16	01	AIR FITTING-#27	1132105351		03/15/16	5.87
						INVOICE TOTAL:	5.87
662-335021	02/23/16	01	OCTANE BOOST,OIL	1122005341		03/15/16	49.93
		02	FRT TURN LITES-ENG #1	1122005351			25.28
		03	SILICONE SPRAY-ENG #1	1122005351			5.59
						INVOICE TOTAL:	80.80
662-335069	02/22/16	01	SIGNAL FIX-MAIN/BROAD	1134105260		03/15/16	5.99
						INVOICE TOTAL:	5.99
662-335210	02/23/16	01	AIRBOAT-OCTANE BOOSTER	1110005245		03/15/16	12.39
						INVOICE TOTAL:	12.39
662-335250	02/24/16	01	PS FLUID-#23	1132105351		03/15/16	26.88
						INVOICE TOTAL:	26.88
662-335518	02/29/16	01	SPRAYER COUPLING	1132125351		03/15/16	23.98
						INVOICE TOTAL:	23.98
662-335618	03/02/16	01	PLOW OIL-#18	1132125351		03/15/16	14.18
						INVOICE TOTAL:	14.18
662-78777	02/01/16	01	AIRBOAT-MOTOR MOUNTS	1110005245		03/15/16	44.88
						INVOICE TOTAL:	44.88
						VENDOR TOTAL:	462.51
BURRIS	BURRIS EQUIPMENT CO						

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BURRIS BURRIS EQUIPMENT CO							
PI60272	02/15/16	01	MOWER BUSHINGS, WASHERS, PINS	1152005250		03/15/16	905.11
						INVOICE TOTAL:	905.11
WI30723	03/02/16	01	BALL FIELD GROOMER	5000005800		03/15/16	8,205.25
		02	BALL FIELD GROOMER-YMCA	1100001391			8,205.25
						INVOICE TOTAL:	16,410.50
						VENDOR TOTAL:	17,315.61
CDW CDW GOVERNMENT INC							
BWC8648	01/27/16	01	EVIDENCE ROOM PRINTER	1121005380		03/15/16	118.10
		02	COMPROLLER MONITOR	1115105450			145.64
						INVOICE TOTAL:	263.74
CBH4780	02/10/16	01	HARD DRIVE BACK-UP	4121001501		03/15/16	59.80
		02	ADMIN PRINTER	1115105450			130.74
						INVOICE TOTAL:	190.54
CBT5628	02/12/16	01	TONER	9900005310		03/15/16	157.70
						INVOICE TOTAL:	157.70
						VENDOR TOTAL:	611.98
CENTRH CENTRAL HYDRAULICS							
20160077	02/29/16	01	STEERING FIX-BEACH TRACTOR	4054105352		03/15/16	447.40
						INVOICE TOTAL:	447.40
						VENDOR TOTAL:	447.40
CHICAGO CHICAGO TRIBUNE							
60002868-2016	02/11/16	01	1 YR SUBSCRIPTION	9900005412		03/15/16	415.48
						INVOICE TOTAL:	415.48
						VENDOR TOTAL:	415.48
CINTAS CINTAS CORP							

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
CINTAS	CINTAS CORP						
5004651909	03/08/16	01	GLOVES,SUPPLIES	1132105390		03/15/16	185.89
						INVOICE TOTAL:	185.89
						VENDOR TOTAL:	185.89
COMPL	COMPLETE OFFICE OF WISCONSIN						
510018	02/09/16	01	TONERS	1121005310		03/15/16	311.39
						INVOICE TOTAL:	311.39
510049	02/09/16	01	LETTER TRAY,PENCIL CUP	1121005310		03/15/16	18.68
						INVOICE TOTAL:	18.68
511021	02/10/16	01	DVDS	1121005310		03/15/16	71.44
						INVOICE TOTAL:	71.44
511034	02/10/16	01	DVDS	1121005310		03/15/16	73.38
						INVOICE TOTAL:	73.38
514139	02/15/16	01	THERMAL POUCHES,LYSOL WIPES	1121005310		03/15/16	27.63
						INVOICE TOTAL:	27.63
515014	02/16/16	01	TONERS	1121005310		03/15/16	466.48
						INVOICE TOTAL:	466.48
						VENDOR TOTAL:	969.00
CONNB	BRENT CONNELLY						
REIMB 2/16	02/16/16	01	AIRBOAT-EXHAUST ADAPTERS	1110005245		03/15/16	10.83
						INVOICE TOTAL:	10.83
						VENDOR TOTAL:	10.83
CSIM	CSI MEDIA LLC						
2165277	02/24/16	01	HW AD-ADMIN ASSOC	9900005211		03/15/16	128.55
						INVOICE TOTAL:	128.55
						VENDOR TOTAL:	128.55

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DEMCO	DEMCO						
5805279	02/17/16	01	LABELS	9900005512		03/15/16	159.46
						INVOICE TOTAL:	159.46
						VENDOR TOTAL:	159.46
DOUSM	DOUSMAN TRANSPORT CO						
45-05,984	02/16/16	01	SHUTTLE-2/6,2/7	4234505399		03/15/16	1,266.52
						INVOICE TOTAL:	1,266.52
						VENDOR TOTAL:	1,266.52
DUNN	DUNN LUMBER & TRUE VALUE						
628684	12/05/15	01	FASTENERS,DRILL BITS	1121005342		03/15/16	37.76
		02	DISCOUNT	1100004819			-0.75
						INVOICE TOTAL:	37.01
628727	12/05/15	01	NUTS,BOLTS	1121005342		03/15/16	3.63
		02	DISCOUNT	1100004819			-0.18
						INVOICE TOTAL:	3.45
631016	12/29/15	01	TAPING KNIFE,MUD PAN	1121005342		03/15/16	16.98
		02	DISCOUNT	1100004819			-0.85
						INVOICE TOTAL:	16.13
634250	02/02/16	01	BATTERIES-DOOR OPENER	1122005340		03/15/16	14.97
		02	DISCOUNT	1100004819			-0.75
						INVOICE TOTAL:	14.22
634692	02/08/16	01	LITE BULBS,WALLPLATE,AERATOR	9900005350		03/15/16	33.71
		02	DISCOUNT	9900004819			-3.37
						INVOICE TOTAL:	30.34
634792	02/09/16	01	WALLPLATE,OUTLET RETURN	9900005350		03/15/16	-4.78
		02	DISCOUNT	9900004819			0.48
						INVOICE TOTAL:	-4.30

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DUNN	DUNN LUMBER & TRUE VALUE						
634967	02/10/16	01	AIRBOAT-NUTS,BOLTS	1110005245		03/15/16	8.34
		02	DISCOUNT	1100004819			-0.42
						INVOICE TOTAL:	7.92
634968	02/10/16	01	AIRBOAT-NUTS,BOLTS	1110005245		03/15/16	0.57
		02	DISCOUNT	1100004819			-0.03
						INVOICE TOTAL:	0.54
635094	02/12/16	01	LIGHT BULBS	9900005350		03/15/16	9.99
		02	DISCOUNT	9900004819			-1.00
						INVOICE TOTAL:	8.99
635566	02/18/16	01	BOLTS-#26	1132125351		03/15/16	2.00
		02	DISCOUNT	1100004819			-0.10
						INVOICE TOTAL:	1.90
635648	02/19/16	01	BATTERIES-OPENERS	1132105340		03/15/16	11.99
		02	DISCOUNT	1100004819			-0.60
						INVOICE TOTAL:	11.39
635653	02/19/16	01	LIGHT PARTS	9900005350		03/15/16	6.98
		02	DISCOUNT	9900004819			-0.70
						INVOICE TOTAL:	6.28
635673	02/19/16	01	ROPE-100'	1132135430		03/15/16	16.99
		02	DISCOUNT	1100004819			-0.85
						INVOICE TOTAL:	16.14
635782	02/22/16	01	LIGHT BULBS	9900005350		03/15/16	6.98
		02	DISCOUNT	9900004819			-0.70
						INVOICE TOTAL:	6.28
635815	02/22/16	01	BLUE TARP	4800005340		03/15/16	12.99
						INVOICE TOTAL:	12.99

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DUNN	DUNN LUMBER & TRUE VALUE						
635821	02/22/16	01	GRAIN SCOOP	1132135430		03/15/16	40.99
		02	DISCOUNT	1100004819			-2.05
						INVOICE TOTAL:	38.94
635905	02/23/16	01	NUTS,BOLTS,FASTENERS	1152005250		03/15/16	27.89
		02	DISCOUNT	1100004819			-1.16
						INVOICE TOTAL:	26.73
635977	02/23/16	01	NUTS,BOLTS,CABLE TIES	1132105340		03/15/16	4.59
		02	DISCOUNT	1100004819			-0.23
						INVOICE TOTAL:	4.36
635979	02/23/16	01	LEAKSEAL SPRAY,NUTS,BOLTS	1132105350		03/15/16	10.59
		02	DISCOUNT	1100004819			-0.53
						INVOICE TOTAL:	10.06
636052	02/24/16	01	GASKET MATERIAL	1152005250		03/15/16	8.99
		02	DISCOUNT	1100004819			-0.45
						INVOICE TOTAL:	8.54
636241	02/26/16	01	FUEL CLEANER	4800005250		03/15/16	8.29
						INVOICE TOTAL:	8.29
636372	02/29/16	01	WIRE CONNECTORS	9900005350		03/15/16	2.99
		02	DISCOUNT	9900004819			-0.30
						INVOICE TOTAL:	2.69
636424	02/29/16	01	BIRDHOUSE HANGERS	1152005840		03/15/16	29.25
		02	DISCOUNT	1100004819			-1.46
						INVOICE TOTAL:	27.79
636476	02/29/16	01	SHRINK TUBING	1132105340		03/15/16	5.98
		02	DISCOUNT	1100004819			-0.30
						INVOICE TOTAL:	5.68

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DUNN	DUNN LUMBER & TRUE VALUE						
636634	03/02/16	01	TIEDOWNS,BOLTS-TRAILER	1152005399		03/15/16	27.46
		02	DISCOUNT	1100004819			-1.37
						INVOICE TOTAL:	26.09
636717	03/03/16	01	8" WEDGE	1132135430		03/15/16	23.98
		02	DISCOUNT	1100004819			-1.20
						INVOICE TOTAL:	22.78
636819	03/04/16	01	OIL PUMP,OIL-SAW	1132135430		03/15/16	167.72
						INVOICE TOTAL:	167.72
636825	03/04/16	01	DISH SOAP	1132105340		03/15/16	3.29
		02	DISCOUNT	1100004819			-0.16
						INVOICE TOTAL:	3.13
637051	03/07/16	01	PHOTOCELL	1134105261		03/15/16	8.99
		02	DISCOUNT	1100004819			-0.45
						INVOICE TOTAL:	8.54
637096	03/07/16	01	SPONGE,SCREWS	1116105350		03/15/16	9.48
		02	DISCOUNT	1116105350			-0.15
						INVOICE TOTAL:	9.33
637265	03/08/16	01	ROPES	1132135430		03/15/16	5.12
		02	DISCOUNT	1100004819			-0.26
						INVOICE TOTAL:	4.86
637334	03/09/16	01	CONCRETE MIX	1132155450		03/15/16	52.90
						INVOICE TOTAL:	52.90
						VENDOR TOTAL:	597.71
-----							
DUO	DUO SAFETY LADDER CORPORATION						
447222	12/23/14	01	RUNG REAMER TOOL RETURN	1122005351		12/31/15	-126.00

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
DUO SAFETY LADDER CORPORATION							
447222	12/23/14	02	REFUND CK RECD-TOOL RETURN	1122005351		12/31/15	126.00
						INVOICE TOTAL:	0.00
						VENDOR TOTAL:	0.00
EMERGENCY APPARATUS MAINT							
84941	02/11/16	01	SCAN/DIAGNOSTICS-SQ #1	1122005240		03/15/16	159.93
						INVOICE TOTAL:	159.93
84942	02/11/16	01	AIR LEAK, VALVE FIX-TWR 1	1122005240		03/15/16	1,635.35
						INVOICE TOTAL:	1,635.35
84944	02/11/16	01	PARKING BRAKE FIX-#2891	1122005240		03/15/16	139.86
						INVOICE TOTAL:	139.86
						VENDOR TOTAL:	1,935.14
TOM EARLE							
REIMB 2/17/16	02/17/16	01	213 MILES-MGMT CLASS	1132105330		03/15/16	115.02
						INVOICE TOTAL:	115.02
						VENDOR TOTAL:	115.02
ELKHORN CHEMICAL CO INC							
571439	02/10/16	01	HAND SOAP-STA 2	1122005350		03/15/16	142.55
						INVOICE TOTAL:	142.55
571439-1	02/18/16	01	DRAIN TREATMENT	1122005350		03/15/16	34.41
						INVOICE TOTAL:	34.41
						VENDOR TOTAL:	176.96
EMS MEDICAL BILLING ASSOCIATES							
1/16	01/31/16	01	COMMISSIONS-JAN	1122005214		03/15/16	1,546.36
						INVOICE TOTAL:	1,546.36
						VENDOR TOTAL:	1,546.36

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ENTRA	ENTRANCE SYSTEMS LLC						
14027	02/19/16	01	GATE FIX	1132105360		03/15/16	161.00
						INVOICE TOTAL:	161.00
						VENDOR TOTAL:	161.00
FERRE	FERRELLGAS						
RNT6346799	02/24/16	01	PROPANE TANK RENTAL	4800005340		03/15/16	36.00
						INVOICE TOTAL:	36.00
						VENDOR TOTAL:	36.00
FORD	FORD OF LAKE GENEVA						
51348	01/28/16	01	OIL, FILTER CHG-#211	1121005361		03/15/16	37.45
						INVOICE TOTAL:	37.45
51360	01/29/16	01	OIL, FILTER CHG-#202	1121005361		03/15/16	32.05
						INVOICE TOTAL:	32.05
51413	02/03/16	01	BRAKE LIGHT BULB-#205	1121005361		03/15/16	18.45
						INVOICE TOTAL:	18.45
51437	02/04/16	01	HEADLAMP BULB-#204	1121005361		03/15/16	50.73
						INVOICE TOTAL:	50.73
51609	02/18/16	01	OIL, FILTER CHG-#207	1121005361		03/15/16	31.95
						INVOICE TOTAL:	31.95
51714	02/27/16	01	OIL, FILTER CHG-#204	1121005361		03/15/16	30.80
						INVOICE TOTAL:	30.80
51715	02/27/16	01	OIL, FILTER CHG-#201	1121005361		03/15/16	30.80
						INVOICE TOTAL:	30.80
						VENDOR TOTAL:	232.23
FOSTE	FOSTER COACH SALES INC						

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
FOSTE FOSTER COACH SALES INC							
8875	02/24/16	01	SIDE DOOR ARM	1122005351		03/15/16	22.46
						INVOICE TOTAL:	22.46
						VENDOR TOTAL:	22.46
GAGE GAGE MARINE CORP							
956-17575-31067	02/12/16	01	AIRBOAT-BATTERY CHARGER	1110005245		03/15/16	147.59
						INVOICE TOTAL:	147.59
						VENDOR TOTAL:	147.59
GALLS GALLS LLC							
4762420	01/20/16	01	UNIFORM-REUSS	1121005138		03/15/16	193.95
						INVOICE TOTAL:	193.95
						VENDOR TOTAL:	193.95
GENCODE GENERAL CODE LLC							
C0020725	03/01/16	01	ANNUAL CODE MAINT FEE	1114305218		03/15/16	495.00
						INVOICE TOTAL:	495.00
						VENDOR TOTAL:	495.00
GENERC GENERAL COMMUNICATIONS INC							
221443	02/16/16	01	SQUAD CHANGEOVER-RADIO	4121009078		03/15/16	2,138.11
						INVOICE TOTAL:	2,138.11
221741	02/19/16	01	MICROPHONE	1121005361		03/15/16	114.00
						INVOICE TOTAL:	114.00
221866	02/24/16	01	SQUAD CHANGEOVER-RADIO	4121009078		03/15/16	2,584.27
						INVOICE TOTAL:	2,584.27
222160	02/29/16	01	MABAS RADIO FIX	1121005262		03/15/16	187.50
						INVOICE TOTAL:	187.50

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
GENERC	GENERAL COMMUNICATIONS INC						
222161	02/29/16	01	RADIO,MICROPHONE FIX	1121005262		03/15/16	187.50
						INVOICE TOTAL:	187.50
						VENDOR TOTAL:	5,211.38
GENON	GENEVA ONLINE INC						
1025435	03/01/16	01	EMAIL SVC-MAR	1112005221		03/15/16	2.00
						INVOICE TOTAL:	2.00
1025505	03/01/16	01	EMAIL SVC-MAR	1121005221		03/15/16	39.00
						INVOICE TOTAL:	39.00
						VENDOR TOTAL:	41.00
GILLU	GILLUND ENTERPRISES						
818694	02/18/16	01	PENETRATING OIL	1132105340		03/15/16	197.76
						INVOICE TOTAL:	197.76
						VENDOR TOTAL:	197.76
GLLC	GENEVA LAKE LEVEL CORPORATION						
2016 CONTRIB	03/02/16	01	2016 CONTRIBUTION	4054105735		03/15/16	5,000.00
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
GLLEA	GENEVA LAKE LAW ENFORCEMENT						
40	02/19/16	01	2016 CONTRIBUTION	4054105721		03/15/16	48,174.00
						INVOICE TOTAL:	48,174.00
						VENDOR TOTAL:	48,174.00
HALVE	HALVERSON OVERHEAD DOOR CO						
91116-IN	01/22/16	01	KEYLESS ENTRY FIX-AMB	1122005241		03/15/16	84.00
						INVOICE TOTAL:	84.00
						VENDOR TOTAL:	84.00

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
HARRI HARRIS COMPUTER SYSTEMS							
MN00003019	02/20/16	01	2016 SUPPORT	1115105450		03/15/16	4,411.00
						INVOICE TOTAL:	4,411.00
XT00005437	02/29/16	01	MSI IMPORT PROGRAM	4234505870		03/15/16	600.00
						INVOICE TOTAL:	600.00
XT00005448	02/02/16	01	W-2 FORMS/ENVELOPES	1115105310		03/15/16	119.85
		02	ACA SOFTWARE	1115105450			157.00
						INVOICE TOTAL:	276.85
						VENDOR TOTAL:	5,287.85
HESTA HE STARK AGENCY INC							
6089PARK-2/16	02/29/16	01	FEB COLLECTION FEES	4234505216		03/15/16	1,249.26
						INVOICE TOTAL:	1,249.26
						VENDOR TOTAL:	1,249.26
HEYER HEYER TRUE VALUE							
257679	02/16/16	01	CHAIN SAW PARTS	1132135430		03/15/16	92.94
						INVOICE TOTAL:	92.94
257785	02/18/16	01	CHAINSAW TUNE-UP	1132135430		03/15/16	97.74
						INVOICE TOTAL:	97.74
						VENDOR TOTAL:	190.68
HOTSY HOTSY CLEANING SYSTEMS INC							
111875-IN	01/25/16	01	PRESSURE WASHER FIX	1132105250		03/15/16	795.38
						INVOICE TOTAL:	795.38
						VENDOR TOTAL:	795.38
ITU ITU ABSORB TECH INC							
6509113	12/31/15	01	MATS,MOPS,FRAGRANCE	4055105360		03/15/16	64.43
						INVOICE TOTAL:	64.43

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ITU	ITU ABSORB TECH INC						
6541299	02/26/16	01	MATS, MOPS, FRAGRANCE	4055105360		03/15/16	64.43
						INVOICE TOTAL:	64.43
6541300	02/26/16	01	MATS	1116105360		03/15/16	91.01
						INVOICE TOTAL:	91.01
						VENDOR TOTAL:	219.87
JACKF	JACK FROST IRON WORKS INC						
11814	02/09/16	01	AIRBOAT-WELDING	1110005245		03/15/16	2,735.00
						INVOICE TOTAL:	2,735.00
						VENDOR TOTAL:	2,735.00
JAMES	JAMES IMAGING SYSTEMS INC						
658307	02/16/16	01	TOSH ES3555-FEB OVERAGE	1121005531		03/15/16	156.85
						INVOICE TOTAL:	156.85
658308	02/16/16	01	TOSH ES357-FEB OVERAGE	1121005531		03/15/16	25.18
						INVOICE TOTAL:	25.18
						VENDOR TOTAL:	182.03
JAMESL	JAMES M LEWIS LLC						
FEB SERVICES	03/01/16	01	PD INVESTIGATOR	1110005780		03/15/16	11,357.86
						INVOICE TOTAL:	11,357.86
						VENDOR TOTAL:	11,357.86
JANIK	JANI-KING OF MILWAUKEE						
MIL03160453	03/01/16	01	MAR CLEANING	9900005360		03/15/16	1,083.00
						INVOICE TOTAL:	1,083.00
						VENDOR TOTAL:	1,083.00
JERRY	JERRY WILLKOMM INC						

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
JERRY	JERRY WILLKOMM INC						
221627	02/10/16	01	1598 GALS GAS	1132105341		03/15/16	2,459.32
						INVOICE TOTAL:	2,459.32
360966	02/19/16	01	GREASE	1132105341		03/15/16	71.60
						INVOICE TOTAL:	71.60
						VENDOR TOTAL:	2,530.92
KAEST	KAESTNER AUTO ELECTRIC CO						
238592	02/16/16	01	MARKER LIGHTS-#17	1132105351		03/15/16	17.09
						INVOICE TOTAL:	17.09
						VENDOR TOTAL:	17.09
KAPUR	KAPUR & ASSOCIATES, INC						
86946	02/22/16	01	JAN ENG	1100001391		03/15/16	270.00
						INVOICE TOTAL:	270.00
86947	02/22/16	01	JAN ENG	3430001208		03/15/16	1,152.00
						INVOICE TOTAL:	1,152.00
86948	02/22/16	01	JAN ENG	3430001604		03/15/16	5,464.00
						INVOICE TOTAL:	5,464.00
87110	02/26/16	01	JAN ENG	1100001391		03/15/16	737.28
						INVOICE TOTAL:	737.28
87111	02/26/16	01	CSM-JAN ENG	1117105240		03/15/16	3,446.00
						INVOICE TOTAL:	3,446.00
						VENDOR TOTAL:	11,069.28
KENT	KENT AUTOMOTIVE						
9303875760	02/09/16	01	MOWER PARTS	1152005250		03/15/16	144.17
						INVOICE TOTAL:	144.17
						VENDOR TOTAL:	144.17

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
LABYR LABYRINTH HEALTHCARE GROUP							
27586	02/27/16	01	PATIENT CARE-MAR	1110205132		03/15/16	315.00
						INVOICE TOTAL:	315.00
						VENDOR TOTAL:	315.00
LAKESI LAKESIDE INTERNATIONAL LLC							
2103096P	01/05/16	01	OIL PANS,GASKETS	1132105351		03/15/16	596.43
						INVOICE TOTAL:	596.43
						VENDOR TOTAL:	596.43
LARK LARK UNIFORM OUTFITTERS INC							
213043	01/25/16	01	UNIFORM-TIETZ	1121005138		03/15/16	128.95
						INVOICE TOTAL:	128.95
213044	01/25/16	01	UNIFORM-NETHERY	1121005138		03/15/16	19.80
						INVOICE TOTAL:	19.80
213455	01/29/16	01	UNIFORM-NETTESHEIM	1121005138		03/15/16	164.80
						INVOICE TOTAL:	164.80
						VENDOR TOTAL:	313.55
LARRY LARRY'S TOWING & RECOVERY							
24894	02/16/16	01	TOWING-DODGE RAM	1134105290		03/15/16	425.00
						INVOICE TOTAL:	425.00
24895	02/16/16	01	TOWING-LINCOLN	1134105290		03/15/16	425.00
						INVOICE TOTAL:	425.00
						VENDOR TOTAL:	850.00
LGREG LAKE GENEVA REGIONAL NEWS							
114-2016	03/01/16	01	2 YR SUBSCRIPTION	1114305399		03/15/16	105.00
						INVOICE TOTAL:	105.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
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LGREG	LAKE GENEVA REGIONAL NEWS						
1144375	01/07/16	01	HW-RESERVE OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10
1144376	01/07/16	01	HW-BOOKING OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10
1144633	01/14/16	01	LN-12/14/15 COUNCIL	1110005314		03/15/16	321.60
						INVOICE TOTAL:	321.60
1144860	01/14/16	01	LN-JT PLAN/COUNCIL 8/17/15	1110005314		03/15/16	273.59
						INVOICE TOTAL:	273.59
1144862	01/14/16	01	LN-JT PLAN/COUNCIL 10/19/15	1110005314		03/15/16	146.75
						INVOICE TOTAL:	146.75
1144867	01/14/16	01	LN-JT PLAN/COUNCIL 11/30/15	1110005314		03/15/16	350.27
						INVOICE TOTAL:	350.27
1146201	01/21/16	01	LN-COUNCIL 12/30/15	1110005314		03/15/16	294.37
						INVOICE TOTAL:	294.37
1146235	01/14/16	01	HW-RESERVE OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10
1146243	01/14/16	01	HW-BOOKING OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10
1146253	01/14/16	01	LN-EAST/ELMER PIER BIDS	4052105800		03/15/16	229.35
						INVOICE TOTAL:	229.35
1146255	01/14/16	01	LN-ABSENTEE BALLOT	1114305311		03/15/16	27.56
		02	LN-ABSENTEE BALLOT	1100001391			165.54
						INVOICE TOTAL:	193.10
1147097	01/21/16	01	HW-RESERVE OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
LGREG	LAKE GENEVA REGIONAL NEWS						
1147110	01/21/16	01	HW-BOOKING OFFICER	1121005411		03/15/16	193.10
						INVOICE TOTAL:	193.10
1147166	01/21/16	01	LN-EAST/ELMER PIER BIDS	4052105800		03/15/16	295.35
						INVOICE TOTAL:	295.35
1147186	01/21/16	01	LN-PIERS/BUOYS CONTRACT BID	4052105211		03/15/16	55.60
						INVOICE TOTAL:	55.60
1147859	01/28/16	01	LN-PIERS/BUOYS CONTRACT BID	4052105211		03/15/16	58.60
						INVOICE TOTAL:	58.60
						VENDOR TOTAL:	3,482.18
LGUTI	LAKE GENEVA UTILITY						
613	SOUTHWIND DR	03/09/16	01	613 SOUTHWIND DRIVE	4500002452	03/15/16	20,280.00
			02	613 SOUTHWIND DRIVE	4500002453		22,380.00
						INVOICE TOTAL:	42,660.00
964	CUMBERLAND TRL	03/08/16	01	964 CUMBERLAND TRAIL	4500002452	03/15/16	1,690.00
			02	964 CUMBERLAND TRAIL	4500002453		1,865.00
						INVOICE TOTAL:	3,555.00
						VENDOR TOTAL:	46,215.00
LLS	LAKESHORES LIBRARY SYSTEM						
1673	02/03/16	01	2016 SIRSI&SHARE FEE	9900005510		03/15/16	19,411.17
						INVOICE TOTAL:	19,411.17
						VENDOR TOTAL:	19,411.17
MALEK	MALEK & ASSOCIATES CONSULTANTS						
5362	01/21/16	01	FA REVIEW/DEVICES-AURORA	1122005750		03/15/16	585.00
						INVOICE TOTAL:	585.00
						VENDOR TOTAL:	585.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
MARED	MARED MECHANICAL						
96107	01/22/16	01	HVAC INSPECTION/PM	1122005360		03/15/16	785.00
						INVOICE TOTAL:	785.00
96563	02/18/16	01	HEAT FIX	1116105240		03/15/16	230.00
						INVOICE TOTAL:	230.00
W16160-1	02/17/16	01	HEAT FIX	1116105240		03/15/16	1,725.00
						INVOICE TOTAL:	1,725.00
						VENDOR TOTAL:	2,740.00
MARTIN	MARTIN GROUP						
1192227	02/19/16	01	KONICA 20-FEB	1121005531		03/15/16	12.65
						INVOICE TOTAL:	12.65
1192531	02/25/16	01	KONICA C35-MAR	1122005340		03/15/16	35.66
		02	KONICA C35-FEB OVERAGE	1122005340			99.33
						INVOICE TOTAL:	134.99
						VENDOR TOTAL:	147.64
MERCYH	MERCY HEALTH SYSTEM						
900010588-1/16	01/09/16	01	BLOOD DRAWS	1121005380		03/15/16	10.46
						INVOICE TOTAL:	10.46
90010588-2/16	02/09/16	01	BLOOD DRAW	1121005380		03/15/16	5.23
						INVOICE TOTAL:	5.23
						VENDOR TOTAL:	15.69
MIDST	MIDSTATE EQUIPMENT						
V54276	03/03/16	01	AIR FILTER,PRE-CLEANER	4800005250		03/15/16	55.75
						INVOICE TOTAL:	55.75
						VENDOR TOTAL:	55.75

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MLIC MINNESOTA LIFE INSURANCE CO							
RE030916	03/03/16	01	INV 099002-APR LIFE INS	1112005134		03/15/16	9.67
		02	INV 099002-APR LIFE INS	1113005134			33.60
		03	INV 099002-APR LIFE INS	1114305134			8.71
		04	INV 099002-APR LIFE INS	4234505134			3.72
		05	INV 099002-APR LIFE INS	1115105134			43.05
		07	INV 099002-APR LIFE INS	1124005134			30.67
		12	INV 099009-APR LIFE INS	1121005134			261.36
		15	INV 099010-APR LIFE INS	1122005133			77.28
		17	INV 099019-APR LIFE INS	9900005134			96.51
		20	INV 099044-APR LIFE INS	4234505134			22.94
		23	INV 099052-APR LIFE INS	4055105134			28.70
		24	INV 099052-APR LIFE INS	1132105134			161.22
		25	INV 099052-APR LIFE INS	1116105134			20.47
		26	INV 099016-APR LIFE INS	4800005134			29.06
		27	APR LIFE INS	1110005133			147.67
		28	APR LIFE INS	1100002134			924.14
		29	INV 099002-MAR LIFE INS	1114205134			24.41
		30	INV 099019-APR LIFE INS JO	1100001453			14.70
		31	INV 099002-APR LIFE INS	1100001453			-27.78
						INVOICE TOTAL:	1,910.10
						VENDOR TOTAL:	1,910.10
MONRO MONROE TRUCK EQUIPMENT							
750966	02/16/16	01	HYD ADAPTER-#26	1132125351		03/15/16	8.44
						INVOICE TOTAL:	8.44
						VENDOR TOTAL:	8.44
MUNIC MUNICIPAL SERVICES LLC							
201609	03/01/16	01	FEB SVCS	1124005219		03/15/16	199.50
						INVOICE TOTAL:	199.50
						VENDOR TOTAL:	199.50
NAPAE ELKHORN NAPA AUTO PARTS							

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
NAPAE ELKHORN NAPA AUTO PARTS							
23104	02/25/16	01	AIR/OIL FILTERS	1132105351		03/15/16	45.96
						INVOICE TOTAL:	45.96
23404	02/29/16	01	OIL SEAL-TRK #25	1132105351		03/15/16	34.99
						INVOICE TOTAL:	34.99
23416	02/29/16	01	OIL FILTER-TRK #56	1132105351		03/15/16	5.30
						INVOICE TOTAL:	5.30
						VENDOR TOTAL:	86.25
NCSS NATIONAL CAP & SET SCREW CO							
132052	02/17/16	01	PLOW PIVOT	1132125351		03/15/16	10.00
		02	DISCOUNT	1100004819			-0.20
						INVOICE TOTAL:	9.80
						VENDOR TOTAL:	9.80
NIELS NIELSEN MADSEN & BARBER SC							
28475	03/03/16	01	SYMPHONY BAY ENG	1100001391		03/15/16	4,705.50
						INVOICE TOTAL:	4,705.50
						VENDOR TOTAL:	4,705.50
OBORN OBORN, BLAINE							
REIMB WCMA CONF	03/02/16	01	WCMA CONF-MIDDLETON	1114205331		03/15/16	164.00
		02	154 MILES-WCMA CONF	1114205330			95.81
						INVOICE TOTAL:	259.81
						VENDOR TOTAL:	259.81
OFFIC OFFICE DEPOT							
823000704001	02/09/16	01	PRINTER, INK, PENS, TAPE	1122005310		03/15/16	252.47
						INVOICE TOTAL:	252.47

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
OFFIC OFFICE DEPOT							
826241658001	02/25/16	01	PENS, DRYERASE CLEANER	1116105310		03/15/16	6.00
		02	SHARPIES, GREEN PAPER	4234505310			14.74
						INVOICE TOTAL:	20.74
						VENDOR TOTAL:	273.21
OFFICM OFFICEMAX INC							
235007	02/08/16	01	THERMAL RECEIPT PAPER	9900005511		03/15/16	16.56
						INVOICE TOTAL:	16.56
						VENDOR TOTAL:	16.56
OFFICP OFFICE PRO INC							
215861-001	02/19/16	01	COPY PAPER	1116105310		03/15/16	167.40
						INVOICE TOTAL:	167.40
						VENDOR TOTAL:	167.40
OSTHO OSTHOFF RESORT							
3/30/16	01/25/16	01	TRAF SEMINAR-LODGING	1112005330		03/15/16	164.00
						INVOICE TOTAL:	164.00
						VENDOR TOTAL:	164.00
PARAT PARATECH AMBULANCE SERVICE							
1/16	01/31/16	01	JAN INTERCEPTS	1122005218		03/15/16	397.09
						INVOICE TOTAL:	397.09
						VENDOR TOTAL:	397.09
PATS PATS SERVICES INC							
A-123313	02/17/16	01	PORT A POTTY SVC-FEB	4800005360		03/15/16	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
PCL	PETTY CASH - LIBRARY						
FEB 2016	02/11/16	01	WALMART-COFFEE	9900005350		03/15/16	21.88
		02	WALMART-COFFEE, CREAMER	9900005350			23.32
						INVOICE TOTAL:	45.20
						VENDOR TOTAL:	45.20
PETER	ANDREA PETERSON						
MILEAGE 1/12/16	01/12/16	01	LAC MTG-33.7 MILES	9900005211		03/15/16	18.20
						INVOICE TOTAL:	18.20
REIMB 2/9/16	02/09/16	01	FLOWERS-FUNERAL	9900005211		03/15/16	63.06
						INVOICE TOTAL:	63.06
						VENDOR TOTAL:	81.26
PFI	PFI FASHIONS INC						
226761	02/12/16	01	UNIFORM-NELSON	1121005138		03/15/16	7.60
						INVOICE TOTAL:	7.60
						VENDOR TOTAL:	7.60
PIRAN	PIRANHA PAPER SHREDDING LLC						
12490022216	02/22/16	01	SHREDDING SVC-FEB	1121005531		03/15/16	35.00
						INVOICE TOTAL:	35.00
12491022216	02/22/16	01	SHREDDING SVC-FEB	1116105360		03/15/16	15.00
						INVOICE TOTAL:	15.00
						VENDOR TOTAL:	50.00
PONTE	PONTEM SOFTWARE						
2157	02/26/16	01	GIS MAPPING, DATA CONVERSION	4800005810		03/15/16	9,250.00
						INVOICE TOTAL:	9,250.00
						VENDOR TOTAL:	9,250.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PRV PRV UPFITTERS							
1077	02/17/16	01	AIRBOAT-LIGHT BAR	1110005245		03/15/16	255.00
						INVOICE TOTAL:	255.00
						VENDOR TOTAL:	255.00
QUILL QUILL CORPORATION							
2163384	01/11/16	01	INK CARTRIDGE	1124005310		03/15/16	298.70
						INVOICE TOTAL:	298.70
3140301	02/09/16	01	PENS	1121005310		03/15/16	43.96
						INVOICE TOTAL:	43.96
3167995	02/10/16	01	PAPER	1121005310		03/15/16	12.53
						INVOICE TOTAL:	12.53
						VENDOR TOTAL:	355.19
R&R R&R INSURANCE SERVICES INC							
1528409	12/15/15	01	W/C AUDIT ADJ	1110105516		03/15/16	-9,887.00
						INVOICE TOTAL:	-9,887.00
1549218	03/02/16	01	W/C INS	1110105516		03/15/16	78,339.00
						INVOICE TOTAL:	78,339.00
1549219	03/02/16	01	LIABILITY INS	1110105512		03/15/16	56,599.00
						INVOICE TOTAL:	56,599.00
						VENDOR TOTAL:	125,051.00
RED RED THE UNIFORM TAILOR							
B197312	02/11/16	01	UNIFORM-TRACY	1121005138		03/15/16	166.08
						INVOICE TOTAL:	166.08
						VENDOR TOTAL:	166.08
REINDER REINDERS INC							

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REINDER REINDERS INC							
976982	02/11/16	01	SALT	1132125340		03/15/16	425.81
						INVOICE TOTAL:	425.81
						VENDOR TOTAL:	425.81
RELIANT RELIANT FIRE APPARATUS INC							
I16-15091	02/22/16	01	LIGHTS,SWITCHES-AMB #2	1122005351		03/15/16	134.47
						INVOICE TOTAL:	134.47
						VENDOR TOTAL:	134.47
RHYME RHYME BUSINESS PRODUCTS							
AR49977	02/22/16	01	2/16 ELEC-POLL BOOKS B&W	1114305311		03/15/16	2.81
		02	2/16 ELEC-POLL BOOKS COLOR	1114305311			10.02
		03	SHARP-FEB B&W	1116105531			52.16
		04	SHARP-FEB COLOR	1116105531			38.77
						INVOICE TOTAL:	103.76
						VENDOR TOTAL:	103.76
ROBER KEN ROBERS							
MILEAGE 2/16	02/29/16	01	FEB-229 MILES	1124005330		03/15/16	123.66
						INVOICE TOTAL:	123.66
						VENDOR TOTAL:	123.66
ROTE ROTE OIL COMPANY							
1604800009	02/17/16	01	369.6 GALS CLEAR DIESEL	1132105341		03/15/16	613.17
						INVOICE TOTAL:	613.17
1604800010	02/17/16	01	68.5 GALS DYED DIESEL	1132105341		03/15/16	92.41
						INVOICE TOTAL:	92.41
1605700405	02/26/16	01	87.4 GALS DYED DIESEL	1132105341		03/15/16	117.91
						INVOICE TOTAL:	117.91

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ROTE OIL COMPANY							
1605700406	02/26/16	01	140 GALS CLEAR DIESEL	1132105341		03/15/16	232.26
						INVOICE TOTAL:	232.26
1606300408	03/03/16	01	368.8 GALS CLEAR DIESEL	1132105341		03/15/16	611.84
						INVOICE TOTAL:	611.84
1606300409	03/03/16	01	84.7 GALS DYED DIESEL	1132105341		03/15/16	114.25
						INVOICE TOTAL:	114.25
						VENDOR TOTAL:	1,781.84
RPM'S LLC							
022416	02/24/16	01	MUFFLER-GIANT VAC#41	1132135420		03/15/16	45.00
						INVOICE TOTAL:	45.00
						VENDOR TOTAL:	45.00
RUNDLE SPENCE							
S2432420.001	02/01/16	01	TOILET SOLENOID	1116105350		03/15/16	151.05
						INVOICE TOTAL:	151.05
						VENDOR TOTAL:	151.05
SHERWIN-WILLIAMS COMPANY							
9038-5	02/23/16	01	OFFICE PAINT	1116105350		03/15/16	25.42
						INVOICE TOTAL:	25.42
						VENDOR TOTAL:	25.42
SIGNATURE SIGNS LLC							
4815	02/20/16	01	LETTERING-SQ #205,#206	4121009078		03/15/16	660.00
						INVOICE TOTAL:	660.00
						VENDOR TOTAL:	660.00
SOMAR TEK LLC/SOMAR ENTERPRISE							

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
SOMAR SOMAR TEK LLC/SOMAR ENTERPRISE							
99505	01/15/16	01	UNIFORM-DERRICK	1121005138		03/15/16	60.00
						INVOICE TOTAL:	60.00
99506	01/15/16	01	UNIFORM-DERRICK	1121005138		03/15/16	170.97
						INVOICE TOTAL:	170.97
99560	02/15/16	01	UNIFORM-DERRICK	1121005138		03/15/16	94.50
						INVOICE TOTAL:	94.50
99569	02/17/16	01	UNIFORM-DERRICK	1121005138		03/15/16	39.00
						INVOICE TOTAL:	39.00
						VENDOR TOTAL:	364.47
STREI STREICHERS MILWAUKEE							
I1192548	01/28/16	01	BALISTIC PLATES-VESTS	1121005735		03/15/16	24.00
						INVOICE TOTAL:	24.00
						VENDOR TOTAL:	24.00
SUPPLY THE SUPPLY CORPORATION							
63695-IN	02/12/16	01	MARKING PAINT	1134105370		03/15/16	63.00
						INVOICE TOTAL:	63.00
						VENDOR TOTAL:	63.00
T0001170 FRANCES CRAWLEY							
REFUND	03/01/16	01	REFUND 9/22/14 AMB TRIP	1122004624		03/15/16	908.00
						INVOICE TOTAL:	908.00
						VENDOR TOTAL:	908.00
T0001172 SUSAN SCHWARZ							
REFUND	03/02/16	01	SCHWARZ-SEC DEP 2/27/16	4055102353		03/15/16	1,000.00

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
T0001172 SUSAN SCHWARZ							
REFUND	03/02/16	02	SCHWARZ-SETUP,SEC GRD 2/27/16	4055104674		03/15/16	-334.00
						INVOICE TOTAL:	666.00
						VENDOR TOTAL:	666.00
T0001173 HERB SAUSER							
REFUND	03/03/16	01	SAUSER CIT #CN80DPGFSM	1112004510		03/15/16	313.00
						INVOICE TOTAL:	313.00
						VENDOR TOTAL:	313.00
T0001174 SAMANTHA HALLSTROM							
REFUND	03/06/16	01	HALLSTROM-SEC DEP 3/5/16	4055102353		03/15/16	1,000.00
		02	HALLSTROM-SETUP,SEC GRD 3/5/16	4055104674			-278.00
						INVOICE TOTAL:	722.00
						VENDOR TOTAL:	722.00
TAPE TAPEANDMEDIA.COM LLC							
T779420	02/23/16	01	DISC INSERTS	9900005512		03/15/16	42.74
						INVOICE TOTAL:	42.74
						VENDOR TOTAL:	42.74
TASER TASER INTERNATIONAL							
SI1427008	02/02/16	01	AMMUNITION-TASER	1121005410		03/15/16	1,546.30
						INVOICE TOTAL:	1,546.30
						VENDOR TOTAL:	1,546.30
TIME TIME WARNER CABLE							
10404710897601-2/16	02/12/16	01	INTERNET SVC-FEB	1121005221		03/15/16	209.99
						INVOICE TOTAL:	209.99
						VENDOR TOTAL:	209.99

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
TIMS	TIM'S TAP LINE CLEANING INC						
11347	03/07/16	01	SANITIZE TAP LINE	4055105360		03/15/16	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
TORRES	MARIA DE JESUS TORRES						
2/16	02/08/16	01	INTERPRETER-2/8/16	1121005140		03/15/16	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
TOSHI	TOSHIBA FINANCIAL SOLUTIONS						
18364648	02/25/16	01	ES2540-MAR	9900005532		03/15/16	321.93
						INVOICE TOTAL:	321.93
						VENDOR TOTAL:	321.93
TRANS	TRANS UNION LLC						
1622154	01/25/16	01	BACKGROUND CHECKS	1121005411		03/15/16	199.20
						INVOICE TOTAL:	199.20
						VENDOR TOTAL:	199.20
TREDR	TREDROC TIRE						
149350	03/02/16	01	SNOW TIRES-SKID STEER	1132125351		03/15/16	960.00
						INVOICE TOTAL:	960.00
						VENDOR TOTAL:	960.00
TSC	TRACTOR SUPPLY CREDIT PLAN						
4033-2/16	02/29/16	01	JACK STANDS	1132105340		03/15/16	29.98
						INVOICE TOTAL:	29.98
						VENDOR TOTAL:	29.98
UNEMP	UNEMPLOYMENT INSURANCE						

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
UNEMP UNEMPLOYMENT INSURANCE							
7527274	02/29/16	01	FEB UE-PARKING	1110005154		03/15/16	397.24
		02	FEB UE-STREETS	1110005154			812.00
						INVOICE TOTAL:	1,209.24
						VENDOR TOTAL:	1,209.24
UNIQ UNIQUE MANAGEMENT SERVICES INC							
419897	02/01/16	01	COLLECTION FEES-JAN	9900005510		03/15/16	17.90
						INVOICE TOTAL:	17.90
						VENDOR TOTAL:	17.90
USCELL US CELLULAR							
RE030916	02/12/16	01	HARBORMASTER CELL-FEB	4055105221		03/15/16	3.66
		02	MAYOR'S CELL-FEB	1116105221			0.50
		03	BLDG INSP CELL-FEB	1124005262			47.72
		05	CITY ADMIN CELL-FEB	1116105221			49.04
		07	BEACH CELL-FEB	4054105221			0.50
		08	PARKING MTR 1 CELL-FEB	4234505221			0.56
		09	PARKING MTR 2 CELL-FEB	4234505221			0.56
		10	CITY HALL CELL-FEB	1116105221			13.42
		12	PARKING SUPERVISOR-FEB	4234505221			40.22
		13	CEMETERY CELL-FEB	4800005221			6.22
		14	ST DIRECTOR CELL-FEB	1132105221			44.47
		15	ST FOREMAN CELL-FEB	1132105221			42.42
		16	PARKING MGR CELL-FEB	4234505221			40.22
						INVOICE TOTAL:	289.51
						VENDOR TOTAL:	289.51
VANDE VANDEWALLE & ASSOCIATES INC							
201602042	02/20/16	01	FEB PLANNING	1100001391		03/15/16	981.50
		02	FEB PLANNING	1169305212			27.00
		03	FEB PLANNING	1117105240			27.00

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
VANDE	VANDEWALLE & ASSOCIATES INC						
201602042	02/20/16	04	FEB PLANNING	3430001603		03/15/16	54.00
						INVOICE TOTAL:	1,089.50
						VENDOR TOTAL:	1,089.50
VASTD	VAST DATA CONCEPTS LLC						
2490	03/10/16	01	DATA ENTRY PROJECT	4800005810		03/15/16	8,492.61
						INVOICE TOTAL:	8,492.61
						VENDOR TOTAL:	8,492.61
VON	VON BRIESEN & ROPER SC						
10368	02/11/16	01	GRIEVANCE, PERSONNEL ISSUES	1113105214		03/15/16	3,266.00
						INVOICE TOTAL:	3,266.00
						VENDOR TOTAL:	3,266.00
WAHPC	WI ASSOC OF HISTORIC						
DUES-2016	01/31/16	01	ANNUAL DUES-2016	1170005720		03/15/16	40.00
						INVOICE TOTAL:	40.00
						VENDOR TOTAL:	40.00
WALCC	WALWORTH COUNTY CLERK OF COURT						
PFROMMER-GOVPAYREF	03/03/16	01	PFROMMER-B601557-4	1112002428		03/15/16	225.70
						INVOICE TOTAL:	225.70
						VENDOR TOTAL:	225.70
WALCOP	WALWORTH COUNTY PUBLIC WORKS						
217	02/26/16	01	SAND/SALT MIX-FEB	1132125340		03/15/16	16,380.91
						INVOICE TOTAL:	16,380.91
						VENDOR TOTAL:	16,380.91
WALCOT	WALWORTH COUNTY TREASURER						

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT	
-----								
WALCOT WALWORTH COUNTY TREASURER								
64-246 2/16	02/29/16	01	COURT FINES-FEB	1112002420		03/15/16	1,854.85	
							INVOICE TOTAL:	1,854.85
							VENDOR TOTAL:	1,854.85
WALMA WALMART COMMUNITY								
6368-2/16	02/16/16	01	BATTERIES-GARAGE DOOR	1122005340		03/15/16	8.74	
		02	LED BULBS-STA #2	1122005350			17.78	
							INVOICE TOTAL:	26.52
							VENDOR TOTAL:	26.52
WASWOS SABRINA WASWO								
REIMB 2/15/16	02/15/16	01	HYATT-ARBOR CONF-FOSTER	1132135410		03/15/16	220.00	
							INVOICE TOTAL:	220.00
REIMB ELEC EXPENSES	02/25/16	01	KWIK TRIP-REFRESHMENTS	1114305311		03/15/16	14.37	
		02	21 MILES-WALCO 1/22	1114305311			11.34	
		03	WALMART-COFFEE	1114305311			6.94	
		04	PIGGLY WIG-REFRESHMENTS	1114305311			17.58	
		05	SUBWAY-POLLWORKERS FOOD	1114305311			71.48	
		06	12 MILES-ELEC DAY	1114305311			6.48	
		07	21 MILES-WALCO 2/17	1114305311			11.34	
		08	21 MILES-WALCO 2/22	1114305311			11.34	
							INVOICE TOTAL:	150.87
							VENDOR TOTAL:	370.87
WCPA WI CHIEFS OF POLICE ASOC								
EXAMS-2/16	02/17/16	01	POLICE ENTRY EXAMS	1121005411		03/15/16	415.00	
							INVOICE TOTAL:	415.00
							VENDOR TOTAL:	415.00
WEDIG WEDIGE RADIATOR & AC INC								

INVOICES DUE ON/BEFORE 03/15/2016

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
WEDIG	WEDIGE RADIATOR & AC INC						
157380	02/03/16	01	AIRBOAT-RADIATOR	1110005245		03/15/16	493.00
						INVOICE TOTAL:	493.00
						VENDOR TOTAL:	493.00
WELDE	WELDERS SUPPLY CO						
377715	02/12/16	01	YRLY TANK RENTAL	1132105340		03/15/16	90.00
						INVOICE TOTAL:	90.00
						VENDOR TOTAL:	90.00
WIDOTR	REGISTRATION FEE TRUST						
LSV1317LS-2016	03/01/16	01	GEM REGISTRATION	1121005361		03/15/16	23.00
						INVOICE TOTAL:	23.00
						VENDOR TOTAL:	23.00
WISC	STATE OF WISCONSIN						
64-246 2/16	02/29/16	01	COURT FINES-FEB	1112002424		03/15/16	4,446.62
						INVOICE TOTAL:	4,446.62
						VENDOR TOTAL:	4,446.62
WSDAR	WS DARLEY & CO						
17226117	01/12/16	01	SURVIVOR FLASHLIGHTS-3	1122005800		03/15/16	166.37
						INVOICE TOTAL:	166.37
						VENDOR TOTAL:	166.37
YMCA	YMCA						
RE030916	03/09/16	01	MAR/APR PAYMENT	1170005760		03/15/16	9,000.00
						INVOICE TOTAL:	9,000.00
						VENDOR TOTAL:	9,000.00
						TOTAL ALL INVOICES:	493,012.52

**City of Lake Geneva  
Treasurer's Report as of NOVEMBER 30, 2015**

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Walworth State Bank</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Oct-15</b>	<b>Nov-15</b>
City Expenses & Collections	General Checking	289,570.38	387,091.77			
City Net Payroll	General Checking	382,297.11				
City Health Claims	General Checking	219,429.63				
<b>General Checking</b>	<b>TOTALS</b>	<b>891,297.12</b>	<b>387,091.77</b>	<b>-</b>	<b>902,877.71</b>	<b>398,672.36</b>

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Other Banks</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Oct-15</b>	<b>Nov-15</b>
BMO Harris Bank	TID #4 Certificates of Deposit				607,641.38	607,641.38
Town Bank	TID #4 Certificate of Deposit		347.46		613,611.31	613,958.77
Town Bank	TID #4 Money Market		0.33		2,636.28	2,636.61
US Bank	Tax Collection	4,821.04			6,967.46	2,146.42
Peoples Bank	TID #4 Certificate of Deposit				65,000.00	65,000.00
Associated Bank	TID #4 Certificates of Deposit				614,958.81	614,958.81
Walworth State Bank	Police Seizure Account				3,709.59	3,709.59
<b>Other Banks</b>	<b>TOTALS</b>	<b>4,821.04</b>	<b>347.79</b>	<b>-</b>	<b>1,914,524.83</b>	<b>1,910,051.58</b>

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Local Govt Investment Pool</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Oct-15</b>	<b>Nov-15</b>
LGIP Acct #1	General		216,561.64		6,274,732.46	6,491,294.10
LGIP Acct #4	Treasurer	134,423.13	7.68		134,423.13	7.68
LGIP Acct #5	Impact Fees-Park		6.24		54,582.86	54,589.10
LGIP Acct #6	Impact Fees-Fire		1.50		13,125.81	13,127.31
LGIP Acct #7	TID #4		10,794.90		7,686,550.76	7,697,345.66
LGIP Acct #8	Capital Projects				0.46	0.46
LGIP Acct #9	Public Library		10.64		93,040.86	93,051.50
LGIP Acct #10	Impact Fees-Library		21.08		184,363.53	184,384.61
LGIP Acct #11	Capital Projects-2014		167.87		1,468,461.35	1,468,629.22
<b>Local Gov't Investment Pool</b>	<b>TOTALS</b>	<b>134,423.13</b>	<b>227,571.55</b>	<b>-</b>	<b>15,909,281.22</b>	<b>16,002,429.64</b>

**GRAND TOTAL ALL BANKS**

<b>1,030,541.29</b>	<b>615,011.11</b>	<b>-</b>	<b>18,726,683.76</b>	<b>18,311,153.58</b>
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*Handwritten signature*

Attest:

**City of Lake Geneva  
Treasurer's Report as of DECEMBER 31, 2015**

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Walworth State Bank</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Nov-15</b>	<b>Dec-15</b>
City Expenses & Collections	General Checking	322,310.27	321,474.24	700,000.00		
City Net Payroll	General Checking	523,631.90				
City Health Claims	General Checking	145,560.98				
<b>General Checking</b>	<b>TOTALS</b>	<b>991,503.15</b>	<b>321,474.24</b>	<b>700,000.00</b>	<b>398,672.36</b>	<b>428,643.45</b>

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Other Banks</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Nov-15</b>	<b>Dec-15</b>
BMO Harris Bank	TID #4 Certificates of Deposit				607,641.38	607,641.38
Town Bank	TID #4 Certificate of Deposit				613,958.77	613,958.77
Town Bank	TID #4 Money Market		0.33		2,636.61	2,636.94
US Bank	Tax Collection	20.05	7,488,604.91	(5,763,500.00)	2,146.42	1,727,231.28
Peoples Bank	TID #4 Certificate of Deposit		114.11		65,000.00	65,114.11
Associated Bank	TID #4 Certificates of Deposit				614,958.81	614,958.81
Walworth State Bank	Police Seizure Account				3,709.59	3,709.59
<b>Other Banks</b>	<b>TOTALS</b>	<b>20.05</b>	<b>7,488,719.35</b>	<b>(5,763,500.00)</b>	<b>1,910,051.58</b>	<b>3,635,250.88</b>

		<i>Cash Activity</i>			<i>Cash Balances</i>	
<b>Local Govt Investment Pool</b>	<b>Type</b>	<b>Expenditures</b>	<b>Receipts</b>	<b>Transfers</b>	<b>Nov-15</b>	<b>Dec-15</b>
LGIP Acct #1	General		991.42	(500,000.00)	6,491,294.10	5,992,285.52
LGIP Acct #4	Treasurer		77.66	5,763,500.00	7.68	5,763,585.34
LGIP Acct #5	Impact Fees-Park		8.98		54,589.10	54,598.08
LGIP Acct #6	Impact Fees-Fire		2.16		13,127.31	13,129.47
LGIP Acct #7	TID #4		1,266.91		7,697,345.66	7,698,612.57
LGIP Acct #8	Capital Projects				0.46	0.46
LGIP Acct #9	Public Library		15.32		93,051.50	93,066.82
LGIP Acct #10	Impact Fees-Library		30.35		184,384.61	184,414.96
LGIP Acct #11	Capital Projects-2014		239.60	(200,000.00)	1,468,629.22	1,268,868.82
<b>Local Gov't Investment Pool</b>	<b>TOTALS</b>	<b>-</b>	<b>2,632.40</b>	<b>5,063,500.00</b>	<b>16,002,429.64</b>	<b>21,068,562.04</b>

**GRAND TOTAL ALL BANKS**

<b>991,523.20</b>	<b>7,812,825.99</b>	<b>-</b>	<b>18,311,153.58</b>	<b>25,132,456.37</b>
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*A. Lender*

Attest: