



# REGULAR CITY COUNCIL MEETING MONDAY, AUGUST 13, 2018 – 6:00 PM COUNCIL CHAMBERS, CITY HALL

## Members:

Mayor Tom Hartz, Council President, Ken Howell, Council Vice President, John Halverson,  
Alderpersons: Selena Proksa, Doug Skates, Tim Dunn, Cindy Flower, Shari Straube, and Rich Hedlund

## AGENDA

1. Mayor Hartz calls the meeting to order
2. Pledge of Allegiance – Alderman Hedlund
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 be limited to 5 minutes.
7. Acknowledgement of Correspondence
8. Approve Regular City Council Meeting minutes of July 23, 2018, as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, License and Regulation on August 7, 2018*  
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. 2018-2019 Original & Renewal Operator License applications filed by various applicants as listed in packet
  - b. Park Reservation Permit filed by Cecilia Buch for the event of taking Pictures for Buch/Wrobel Wedding to take place on May 4, 2019 at the Gazebo at Flat Iron Park between the hours of 3:00 p.m. to 6:00 p.m.  
*(Approved by the Board of Park Commissioners on July 25, 2018)*
  - c. Parade Permit Application filed by Badger High School for the event of the Annual Homecoming Parade to take place on October 12, 2018 through downtown Lake Geneva between the hours of 4:30 p.m. to 5:00 p.m.
  - d. Street Use Permit Application filed by Badger High School for the event of Badger High School Homecoming Fireworks Display to take place on October 12, 2018 at 600 N Bloomfield Rd between the hours of 9:00 p.m. to 10:00 p.m.
  - e. Fireworks Permit application filed by Badger High School and J & M Displays for the use of fireworks on the Badger High School soccer field, 220 E. South St., on October 12, 2018 between the hours of 9:00 p.m. and 10:00 p.m. *(recommended for approval by the Fire Chief)*
  - f. Sidewalk Permit and Alcohol Premises Extension Permit filed by D&D Restaurant Group (d/b/a Flat Iron Tap) located at 150 Center Street; Additional seating and alcohol license premise extension to apply to outdoor seating on south side of building in alley

**10. Items Removed from the Consent Agenda**

**11. Finance, License, and Regulation Committee Recommendations of August 7, 2018- Ald. Howell**

- a. Discussion/Recommendation regarding the Parking License Agreement with AT & T for 10 parking spaces located at 645 Main Street. *(Per the agreement, the City is exercising its option to extend the term five (5) additional years by providing written notice)*
- b. Discussion/Recommendation regarding technical support quote for ShoreTel phone system for a one-year term amount not to exceed \$6,439.16
- c. Discussion/Recommendation regarding an updated agreement between the City of Lake Geneva and Ice Castles LLC for the Ice Castle Display to occur at Riviera Beach *(City Attorney has reviewed and recommends changes as outlined in the agreement; Approval of agreement contingent upon DNR permitting approval)*
- d. Discussion/Recommendation regarding acceptance of a donation from the Tourism Commission in the amount of \$4,500 for the installation and twelve months of service for Wi-Fi Internet Service at the Riviera Ballroom (\$1,000 for installation and \$3,500 for twelve months of service) *(Approved by the Piers, Harbors, and Lakefronts Committee on July 18, 2018)*
- e. Discussion/Recommendation regarding acceptance of a donation from the Tourism Commission in the amount of \$500 to conduct a Riviera Ballroom Virtual Tour *(Approved by the Piers, Harbors, and Lakefronts Committee on July 18, 2018)*
- f. Discussion/Recommendation regarding setting a date and time for Annual City of Lake Geneva Trick or Treating through the City *(2017 Trick or Treat Date and Hours approved by Council on August 14, 2017 was October 31, 2017 from 5:00 p.m. to 8:00 p.m.; Finance, License and Regulation Committee recommends Trick or Treat date to be scheduled for Wednesday, October 31, 2018 from 5:00 p.m. to 7:00 p.m.)*
- g. Discussion regarding 2019 Budget Process/Timeline and Goals
- h. Discussion/Recommendation regarding approval of the proposal for Public Administration Associates LLC to provide recruitment services for hiring an interim and permanent City Administrator *(Personnel Committee recommended approval 4-0 on August 2, 2018)*

**12. Discussion/Recommendation regarding Resolution 18-R59 establishing public participation procedures for both the regular and unique consideration of 2018 amendments to the City of Lake Geneva Comprehensive Plan**

**13. Discussion/Recommendation regarding implementation of a parking pilot app with the company ParkPNP.**

**14. Presentation of Accounts – Ald. Howell (Recommended by Finance, License and Regulation Committee on August 7, 2018)**

- a. Purchase Orders (none)
- b. Prepaid Bills in the amount of \$35,552.28
- c. Regular Bills in the amount of \$149,442.05

**15. 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.*

8/10/2018 2:00 PM

cc: Aldermen, Mayor, City Admin., Attorney, Dept. Heads, Media

**REGULAR CITY COUNCIL MEETING MINUTES-AMENDED**  
**MONDAY, JULY 23, 2018 – 6:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

**Members:** Mayor Tom Hartz, Council President, Ken Howell, Council Vice President, John Halverson, Alderpersons: Selena Proksa, Doug Skates, Tim Dunn, Cindy Flower, Shari Straube, and Rich Hedlund

Mayor Hartz called the July 23, 2018 Common Council meeting to order at 6:01 p.m.

Aldersperson Halverson led the Council in the Pledge of Allegiance.

Roll Call: Clerk Kropf took the roll and noted that seven alderpersons were present with Straube being absent and excused. Others present included: Mayor Hartz, City Administrator Oborn, Finance Director Hall, Utilities Director Gajewski, and Clerk Kropf.

**Awards, Presentations, and Proclamations**

2017 City of Lake Geneva Financial Report Presentation by Dave Maccoux

City Administrator Oborn noted that Mr.Maccoux wasn't at the meeting presently, but requested that we postpone this presentation until such time he arrives. Motion by Hedlund to postpone the presentation until Mr. Maccoux arrives, second by Skates. Motion carried 7-0.

Re-consider business from previous meeting

None

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

Beverly Leonard; 1504 Dodge St; Spoke in favor of the creation of the GoFundMe Page for the Avian Committee.

Carol Zimmermann; 61 Lakeview Dr; Spoke in favor of the creation of the GoFundMe Page for the Avian Committee.

Motion by Hedlund to suspend the rules to allow Mr.Maccoux to give his presentation, second by Skates. Motion carried 7-0.

2017 City of Lake Geneva Financial Presentation by Dave Maccoux

Mr. Maccoux of Schenck Auditing Firm gave the Council a high level overview of the City's 2017 Financial Audit. He noted that the budget year for the City was a very strong year and that the City managed the budget very well. He added that there is a slight deficiency in the internal controls within the City, but that is due primarily to the size of the City staff which was consistent with last year. He stated that the audit went very well overall and that the City was prepared with all of the materials as requested. Maccoux stated that the general fund is very healthy and had an increased fund balance from 2016. He did add that the City should investigate the implementation of a fixed asset program.

Acknowledgement of Correspondence

Clerk Kropf noted that there is no correspondence to acknowledge at this time.

Approve Regular City Council Meeting minutes of July 9, 2018, as prepared and distributed

Motion by Hedlund to approve, second by Skates. No discussion. Motion carried 7-0.

CONSENT AGENDA– Recommended by Finance, License and Regulation on July 17, 2018

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.

-2018-2019 Original & Renewal Operator License applications filed by various applicants as listed in packet

-Event Permit Application filed by the Lake Geneva Public Library for the event of a Book Sale to be held August 10-12, 2018 to be held at the library and outside the Wrigley Drive entrance (Applicant is requesting waiver of all fees).

-2018-2019 renewal of Taxi Cab Company License for Lakefront Shuttle: W3746 Lakeview Drive., Lake Geneva, WI 53147

Motion by Skates to approve, second by Proksa. No discussion. Motion carried 7-0.

#### Items Removed from the Consent Agenda

None

#### **Finance, License, and Regulation Committee Recommendations of July 17, 2018- Ald. Howell**

Discussion/Action regarding Resolution 18-R55 acknowledging receipt of the 2017 City of Lake Geneva Annual Financial Report and Management Letter.

Motion by Howell to approve, second by Skates. Motion carried 7-0.

Discussion/Action regarding adjustment to Capital Borrowing as it pertains to the replacement/installation of exhaust for \$22,000, and lights for \$10,000 at the Public Works Department - 1065 Carey St. with corresponding 2018 Capital Budget adjustment.

Motion by Howell to approve, second by Skates. City Administrator Oborn explained that this was over budget, but that the City had saved money in other areas to compensate. Motion carried 7-0.

Discussion/Action regarding replacement of lawn tractor, John Deere 850, with a Kubota Tractor not to exceed \$25,057.47 for Veterans Park Maintenance with corresponding 2018 Equipment Replacement Budget adjustment.

Motion by Howell to approve, second by Flower. Howell noted that this needed replacement badly and the Kubota has universal hydraulics that would save money on future implements/attachments. Motion carried 7-0.

Discussion/Action on additional costs to raise elevation of pedestrian bridge in Disc Golf Course, not to exceed \$4,750 with corresponding 2018 Capital Budget adjustment.

Motion by Howell to approve, second by Flower. Howell noted that we have been in the hundred-year flood stage and that the current height of the bridge would have put it under water. This amendment is necessary to keep the bridge viable.

Motion carried 7-0.

Discussion/Action regarding the creation of a GoFundMe donation account from the Avian Committee linked to a separate bank account established through the City of Lake Geneva Finance Department.

Motion by Howell to approve, second by Proksa. Howell noted that this wouldn't have a down side to the City and it would greatly impact the Avian Committee. Finance Director Hall noted that she ran this past the City Auditors and they were okay with the idea and that the money be put into a separate bank account. Hall agrees with this, but also warned that GoFund Me takes 5% of the donations. Motion carried 7-0.

Discussion/Action regarding a parking pilot app with the company ParkPNP.

Motion by Howell to approve, second by Halverson. Mayor Hartz asked that this item be postponed as the City Attorney has concerns with the City needing to establish a resolution to assign a depository to this app. Motion was withdrawn by Howell and Halverson.

Motion by Howell to postpone to the next Council meeting pending research on whether the City needs a resolution to designate a depository for the Park PNP app, second by Halverson. Motion carried 7-0.

Discussion/Action regarding the Special Assessment Report for the Cemetery Road Water/Sewer/Curb and Gutter Extension Project and project implementation plan (Approved by the Finance, License, and Regulation Committee on June 19, 2018).

Motion by Howell to approve, second by Flower. City Administrator Oborn recommended that the City move forward with the special assessment public hearing process. Utilities Director Gajewski stated that he was approached by several property owners asking for the installation of the water and sewer utilities. He then outlined the necessary process the City would have to follow to exercise its power of special assessments. Gajewski noted that he would like to see the public hearing occur prior to the City bidding out the project. Gajewski gave a rough outline of what a ten year and twenty year

schedule of payments could be to those being special assessed. Hedlund stated that there is a twenty percent contingency built in, so if that isn't used these figures may be lowered. Motion carried 7-0.

Discussion/Action of **Resolution 18-R56** amending the Plan Sponsor Advisory Administrative Agreement and Service Agreement Fee Schedule for the City of Lake Geneva Security Benefit 457(b).

Motion by Howell to approve, second by Proksa. Finance Director Hall stated that our Financial Director Dodd recommended some changes such as changing the officer of the plan from the City Administrator to the Finance Director due to the resignation of City Administrator Oborn. He also suggested that approving the fee schedule with Security Benefit and the investment options are changing for participants. This change would also lower the cost to the participants. Motion carried 7-0.

#### **Planning Commission Recommendations of July 16, 2018- Ald. Skates**

Discussion/Action of a Land Division filed by Jeremy Kinsey, 908 Clover St., Lake Geneva, WI 53147 to create a Certified Survey Map (CSM) for the property located at 401 Host Drive, and to generate two individual lots for the property in the Planned Business (PB) zoning district - Tax Key No. ZA163000003.

Motion by Skates to approve, second by Proksa. Skates noted that this would split these existing lot into two so that one may be sold. Motion carried 7-0.

Discussion/Action of **Resolution 18-R50** of a Conditional Use Permit filed by Mohammad Kaid, 313 W. Summerhill Pl ace, Oak Creek, WI 53154 to utilize the property as Indoor Commercial Entertainment for a Fro Zone business at 270 Broad St, located in the Central Business (CB) zoning district Tax Key No. ZOP00244.

Motion by Skates to approve, second by Flower. Skates noted that this was already approved at the Plan Commission without much discussion. Motion carried 7-0.

Discussion/Action of **Resolution 18-R51** of a Conditional Use Permit filed by Robert D. Larson Trust, 2403 Comstock Ct., Naperville, IL 60564 for the demolition and new construction of a single family residence and requests to utilize the Single Family-4 (SR-4) zoning at 905 Bayview Drive which is located within the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZGB00005.

Motion by Skates to approve, second by Proksa. Flower expressed concerns of the large amount of impervious surface in this area with the absence of stormwater retention. She would like that item discussed further in the future and considered in the conditional use permit process. Motion carried 6-1, with Flower voting no.

Discussion/Action of **Resolution 18-R52** of a Conditional Use Permit filed by Robert D. Larson Trust, 2403 Comstock Court, Naperville, IL 60564 for the installation and addition of a 100' pier located at 905 Bayview Drive. Property located within the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZGB00005.

Motion by Skates to approve, second by Howell. Skates stated that the DNR approved this and no neighbors appeared to contest it. Motion carried 7-0.

Discussion/Action of **Resolution 18-R53** of a Conditional Use Permit filed by Lawrence & Pamela Frankel, 1240 Dolphin Bay Apt. 402, Sarasota, FL. 34242, for the demolition and new construction of a single family residence, and requests to utilize the Single Family-4 (SR-4) zoning at 75 Hillside Drive located within the Estate Residential – 1 (ER-1) zoning district, Tax Key No. ZYUP00094E.

Motion by Skates to approve, second by Proksa. Skates stated that there was concerns from the neighbors about losing a view, but that the applicants did consider that in the construction plans. Motion carried 6-1, with Flower voting no.

Discussion/Action of **Resolution 18-R54** of a Conditional Use Permit filed by Lake Geneva Public Library, 918 W. Main Street to install a new Community Information Sign for the property located in the Estate Residential -1 (ER-1) zoning district, Tax Key No. ZOP00348.

Motion by Skates to approve, second by Halverson. Skates noted that the sign is already up and that the proper approval procedure was missed due to misinformation. Motion carried 7-0.

Discussion/Action for the amendments to the Comprehensive Plan.

Oborn noted that there needed to a participation resolution that isn't in the packet and would ask that this be continued.

Motion by Skates to continue to the next Council meeting, second by Howell. Motion carried 7-0.

Discussion/Action to reconsider putting the Resolution 18-R42 concerning Closing Dark Store Loopholes on the November ballot as the county is also considering placing a resolution regarding Dark Stores on the same ballot.

Mayor Hartz explained that the County Board approved the same dark store language to be placed on the November ballot as well as the City. This would allow the City to not have the question on the ballot.

Motion by Flower to reconsider the motion second by Skates. Motion carried 7-0.

Motion by Skates to approve Resolution 18-R42 knowing that the County, second by Flower. Flower would like to see that the educational piece of this referendum still continue at a future Committee of the Whole. Motion failed 0-7 with all alderpersons voting no.

Motion by Flower to support the County efforts to have the closing of dark store loophole referendum on the November ballot, second by Proksa. Motion carried 7-0.

### **Personnel Committee Recommendations as of July 16, 2018 – Ald. Proksa**

Discussion/Action recommending the council to accept the resignation and notice of the City Administrator.

Motion by Proksa to accept the resignation and notice of the City Administrator, second by Skates. Mayor Hartz noted that his last day will be August 6, 2018 and this is his last Council meeting with the City. Motion carried 7-0.

Discussion/Action recommending the City Council direct city staff to begin the search for an interim and permanent City Administrator via low cost online platforms.

Motion by Proksa to approve, second by Skates. Mayor Hartz asked that this be amended to have a professional service complete this task. Proksa stated that she agrees with Mayor Hartz and offered an amendment to her motion to add that the City hire a professional hiring service.

Motion by Proksa to contract with a search firm for an interim and permanent City Administrator, second by Skates.

Hedlund outlined the process from the last time that this service was necessary.

Motion by Skates to suspend the rules to allow Kevin Brunner to speak to the Council, second by Proksa. Hedlund noted that this conversation should happen at the Personnel Committee and a candidate shouldn't be allowed an unfair advantage to speak when all applicants are not present and afforded the same opportunity. Motion failed 5-2, with Proksa, Flower, Halverson, Hedlund, and Howell voting no.

Original motion was re-read aloud to the Council. Motion carried 8-0.

Discussion/Action recommending the City Council direct city staff to begin the search for a project manager to address the question of how to provide the best employee health insurance in the most cost effective manner for the City and its employees.

Motion by Proksa to approve, second by Skates. Proksa noted that this project is so large and overwhelming that this may be too much for staff. Finance Director Hall noted that a current staff member is well versed in health insurance plans and is going to offer her help. Halverson stated that Warren Flintcroft should also be considered as well. Motion carried 7-0.

### **Presentation of Accounts – Ald. Howell (Recommended by Finance, License and Regulation Committee on July 17, 2018)**

#### Purchase Orders

None

#### Prepaid Bills in the amount of \$10,468.98

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

#### Regular Bills in the amount of \$137,426.99

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

**Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session with regard to:**

- 1) Selection and terms of retainer for Real Estate Broker to sell City property located at N. Edward Blvd and Sheridan Springs Rd.
- 2) Contracts with MSI for renovations to the Riviera

Motion by Howell to convene the Council into closed session, second by Halverson. Motion carried 7-0 on a roll call vote. The Council convened into closed session at 8:03 p.m.

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

Motion by Hedlund to reconvene the Council into open session, second by Howell. Motion carried 7-0 on a roll call vote. The Council reconvened into open session at 8:28 p.m.

Motion by Skates to continue the selection and terms of retainer for Real Estate Broker to sell City property located at N. Edward Blvd and Sheridan Springs Rd. as discussed in closed session, second by Hedlund. Motion carried 7-0.

Motion by Skates to direct staff to continue negotiations as discussed in closed session, second by Hedlund. Motion carried 4-3, Proksa, Dunn, and Flower voting no.

**Adjournment**

Motion by Dunn to adjourn the meeting of the Common Council, second by Halverson. Motion carried 7-0. The July 23, 2018 meeting of the Common Council adjourned at 8:31 p.m.

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE COMMON COUNCIL

**Original License:**

Pauline Bishop  
Stephen Steffen  
Brittney Anderson  
Kristine Hills  
Byron Franklin  
Carly Atchison

**Renewal Operator:**

Chelsea Matthews  
Doreen Villarreal

# 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: CECILIA BUCH Date of Application: 7/11/18
2. Organization Name: \_\_\_\_\_
3. Organization Type:  For Profit  Non-Profit (501(c)\_\_\_\_) Tax ID: \_\_\_\_\_
4. Mailing Address: \_\_\_\_\_
5. City, State, Zip: LAKE GENEVA, WI 53147
6. Phone: \_\_\_\_\_ -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: PICTURES FOR BUCH/WROBEL WEDDING IN GAZEBO AT FLAT IRON PARK
2. Date(s) of Event: MAY 4, 2019
3. Location(s) of Event: GAZEBO AT FLAT IRON PARK
4. Hours: 3 PM to 6 PM  
Start Time End Time

5. Event Chair/Contact Person: CECILIA BUCH Phone: \_\_\_\_\_

6. Day of Event Contact Name: CECILIA BUCH Phone: \_\_\_\_\_

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

8. Will you charge an admission fee?  Yes  No

9. Estimated Attendance Number: 15

10. Basis for 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.*

\_\_\_\_\_

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.

PICTURES OF BRIDAL PARTY FOR BUCH/WROBEL  
WEDDING IN GAZEBO IN FLAT IRON PARK

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

WILL NOT HAVE ANY REFUSE

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

\_\_\_\_\_

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.*

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.*

**Anticipated Services**

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

- Electricity            Explain: \_\_\_\_\_
- Water                    Explain: \_\_\_\_\_
- Traffic Control        Explain: \_\_\_\_\_
- Police Services        Explain: \_\_\_\_\_
- Fire/EMS Services    Explain: \_\_\_\_\_
- Other                    Explain: \_\_\_\_\_

**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			_____
Permit Fee - Events lasting 2 days or less		\$40.00			_____
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> <i>FLAT IRON PARK -GAZEBO</i>					
Application Fee		\$25.00			<u>25.-</u>
<b>Security Deposit</b>					
<b>Non-Profit or Resident</b>					
49 Attendees or Less	\$50.00				<u>50.-</u>
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 <u>1</u>	# of Days <u>1</u> =	<u>30.-</u>
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>					
Non-Profit or Resident	\$250.00	x		# of Days _____ =	_____
Non-Resident	\$500.00	x		# of Days _____ =	_____
<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	_____ +	\$50.00 =	_____
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>					<b>Subtotal: \$</b> <u>105.-</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	<del>25.00</del>
Security Deposit		
Non-Profit or Resident		
49 Attendees or Less	\$50.00	<del>50.00</del>
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	x <del>30</del> = <del>30.00</del>
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: \$ <del>105.00</del>
		+ Subtotal from Page 4: \$ _____

**Total PAID with Application: \$ 105.-**

*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:**

Cynthia Buch DATE: 7/11/18

For Office Use Only

Date Filed with Clerk: 7/23/18 Payment with Application: \$ 105.<sup>00</sup> Receipt: \_\_\_\_\_

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

Departmental review (all that apply):

Police Chief:  Approved  Denied Signed: \_\_\_\_\_

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

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

Fire Chief:  Approved  Denied Signed: \_\_\_\_\_

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

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

Street Dept.:  Approved  Denied Signed: \_\_\_\_\_

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

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

Parking Dept.:  Approved  Denied Signed: \_\_\_\_\_

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): \_\_\_\_\_  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: \_\_\_\_\_

*Village of Bloomfield  
Town of Bloomfield*

*Building Our Future Together*

**PERMIT APPLICATION FOR  
SPECIAL USE OF LOCAL ROADS AND PUBLIC LANDS  
(Limited to Bloomfield municipalities only)**

---

**PERMIT APPLICATION CHECKLIST**

**Submit the following materials when applying for a permit:  
(Items 1, 2 and 3 are included in this packet)**

1. **Completed Permit Application, including signed Indemnification/Hold Harmless Agreement**
  2. **Completed Event Route Information Page**   
Bloomfield municipalities must be notified of any route changes made after submission or approval of the Application
  3. **Signed "Requirements for Permit to Use Local Roads and/or Public Lands"**
  4. **Detailed Map of the Event Route**
  5. **Certificate of Insurance naming Town/Village of Bloomfield as additional insured**   
**THE ADDITIONAL INSURED MUST BE ONLY "VILLAGE OF BLOOMFIELD" AND/OR "TOWN OF BLOOMFIELD."**
  6. **Submit application to our office via U.S. Mail to:**

<b>Village of Bloomfield</b>	<b>TOWN of Bloomfield</b>
<b>Attn: Special Events</b>	<b>Attn: Special Events</b>
<b>PO Box 609</b>	<b>PO Box 704</b>
<b>Pell Lake, WI 53157</b>	<b>Pell Lake, WI 53157</b>
- Or email to Cindy Howard at: [clerk@townofbloomfield.com](mailto:clerk@townofbloomfield.com)**
- ✓ Applications must be submitted at least 30 days prior to your scheduled event
  - ✓ Only complete applications containing all required information will be considered
  - ✓ Completed applications can be emailed only if all the paperwork has been scanned to show original signatures.

**Other items to note:**

The municipality does not authorize the use of any other municipal, County or State roads for this event. Event officials must coordinate all local road use with the affected municipalities and must contact the Wisconsin Department of Transportation to request permission to use any State Highways and the Walworth County Highway Department to use any County Trunk Highways.

**No markings of any kind are allowed on Bloomfield roads.**

**BLOOMFIELD, WISCONSIN  
PERMIT APPLICATION FOR SPECIAL USE OF  
LOCAL ROADS AND/OR PUBLIC LANDS**

**EVENT DETAILS**

**Event Name:** Badger High School Homecoming      **Event Sponsor:** Badger High School      **Event Website Address:** N/A

**Event Date:** 10/12/18      **Number of Participants:** N/A      **Type of Start:** Staggered  Mass

**Event Type:** Festival  Parade  Run  Walk  Bicycle Ride  Other (please describe)   
Fireworks after football game

**Total Time of Event from Setup to Teardown:**      **Actual Time Participants will be on the Road:**  
**Start Time:** 6 a.m./p.m.      **Start Time:** 9:00pm a.m./p.m.  
**End Time:** 10 a.m./p.m.      **End Time:** 10:00pm a.m./p.m.

**CONTACT INFORMATION**

**Contact Person:** Shannon Previte

**Mailing Address:** 220 E South St. Lake Geneva, WI 53147      **Phone:** 262-348-2000

**LOGISTICAL DETAILS**

**Type of Support Provided by Event Sponsor (check all that apply):**  
 Support Vehicles       Other (describe):   
 Road will be closed so fireworks can safely be ignited near roadway

**Do you feel you need law enforcement traffic control?**      Yes       No

**If yes, would you like to be contacted by the Bloomfield Police Department about hiring off-duty law enforcement officers to perform traffic control?**      Yes       No

**INDEMNIFICATION/HOLD HARMLESS**

I/We Badger High School, sponsors and/or co-sponsors of \_\_\_\_\_  
(name/organization)  
Badger High School Homecoming fireworks  
(name of event)

shall indemnify, hold harmless and defend the Village/Town of Bloomfield, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, which arise from or out of the above specified event.

Each party warrants for itself that it has complied with all necessary requirements to execute this agreement and that the person(s) executing this agreement on the event sponsor's behalf is authorized to do so.

\_\_\_\_\_  
 Signature of Responsible officer, event sponsor/co-sponsor

7/18/18  
 Date

\_\_\_\_\_  
 Signature of Responsible officer, event sponsor/co-sponsor

\_\_\_\_\_  
 Date

**Event Route Information is to be completed on the next page.**

**BLOOMFIELD, WI  
REQUIREMENTS FOR PERMIT TO USE LOCAL ROADS AND/OR PUBLIC LANDS**

*All of the following requirements must be complied with for consideration of a permit.*

1. It is necessary that we receive permit requests for use of a local roads and/or public lands at least one month (30 days) in advance of the scheduled event. It is possible that a permit may not be issued for an untimely event permit request.
2. No printed materials should be distributed to the public on intended event routes prior to obtaining permission from all affected government units and law enforcement agencies for the use of their roads, streets or highways for the event(s). There are certain roads and highways which we and other agencies will not allow to be used or crossed for such events, and this may affect planned routes that have prematurely released to the public (NOTE: the Wisconsin Department of Transportation does not issue permits to use or cross any highway in the State Highway System for these types of events; a separate permit is required by Walworth County Highway to use county truck highways).
3. The event sponsor must be covered by adequate liability insurance for this type of event, and must provide this municipality with a proper certificate of insurance **AT THE TIME AN EVENT PERMIT IS REQUESTED**. The certificate should be sent along with the permit request to: Village of Bloomfield, Attn: Special Events, PO Box 609, Pell Lake, WI 53157 – or – Town of Bloomfield, Attn: Special Events, PO Box 704, Pell Lake, WI 53157.
  - ✓ The municipalities must be listed as an additional insured for the event.
  - ✓ Participants, volunteers, organization employees and spectators must be covered for the minimum amounts of \$1,000,000 for bodily injury AND \$1,000,000 for property damage, not in the aggregate.
4. A standard "INDEMNIFICATION/HOLD HARMLESS" disclaimer clause must be signed by a responsible officer of the event sponsor relieving municipalities from any and all liability that could arise as a result of the event. The disclaimer is located on Page 1 of this permit application and must be signed by a responsible officer of the event sponsor, along with the permit request.
5. It is the event sponsor's responsibility to contact and obtain permission from all governmental units and/or law enforcement agencies that would have jurisdictional responsibilities over any part of the route used. Failure to obtain such permission could result in the municipalities not issuing a permit for the currently scheduled event or future events on its highways.
6. The event sponsor is also responsible for surveying the intended route prior to the event to look for potential traffic hazards to the participants. Those traffic hazards should be corrected or participants protected by securely closing off those particular hazardous areas to participants. Sponsor shall ensure that all participants stay within permitted areas.
7. Normal "rules of the road" must be followed during the event if the public road, street, or highway is open to traffic. Participants must obey all federal, state and local statutes and regulations.
8. If it is necessary to temporarily close and detour a local road(s) in order to conduct the event, the event sponsor shall be responsible for the erection and removal of all necessary signing, and providing all uniformed police officers that may be required for safe and proper traffic direction. Any and all expense in providing the signing and/or uniformed officers shall be assumed by the event sponsors.
9. No trespassing on private property.
10. No defacing of public property, including pavement markings.
11. Immediately after completion of the event, the event sponsor shall be responsible for removing from the local roads, right-of-ways, and public lands any trash, signs and/or other materials that may have been accumulated or used during the event.

**I certify that the information I have provided on this application is accurate and complete. I further certify that I have notified all other municipalities and county of this event as required by the permit process. I understand that this permit may be denied or revoked for providing false or incomplete information.**

  
Signature

Student Council Advisor - BHS  
Title

7/18/18  
Date

**DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY**

Reviewed by Roads Department

Reviewed by Police Department

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

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

Recommendations: \_\_\_\_\_

Recommendations: \_\_\_\_\_

**EVENT ROUTE (required information)**

Event Name: Badger High School Homecoming

List all County Trunk Highways (CTH), the beginning and ending location of each continuous section and each Town, Village or City contained in the continuous sections. For the municipalities, use the following designations: T = Town; V = Village; C = City.

CTH: H Begin: at city limit End: Hwy 120

Municipalities: Lake Geneva will shut down H Hwy to Bloomfield city limit and Bloomfield will shut Hwy H/Well St from Lake Geneva City limit to Hwy 120

CTH: \_\_\_\_\_ Begin: \_\_\_\_\_ End: \_\_\_\_\_

Municipalities: \_\_\_\_\_

**Additional roads should be listed in this format on a separate sheet of paper. A MAP OF THE EVENT ROUTE MUST ACCOMPANY THIS APPLICATION.**

**PLEASE NOTE:** Event officials must coordinate all local road use with the affected municipalities. Walworth County does not authorize the use of Municipal roads.

# 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

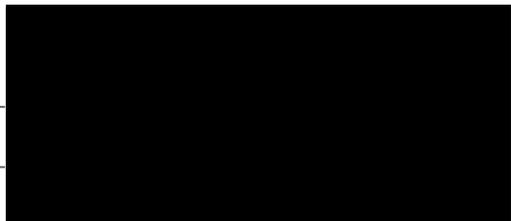
1. Applicant Name: Russ Tronsen Date of Application: 7/13/18
2. Organization Name: Badger High School
3. Organization Type:  For Profit  Non-Profit (501(c)ES) Tax ID: 050928
4. Mailing Address: 220 E. South St
5. City, State, Zip: Lake Geneva, WI 53147
6. Phone: 262-348-2000x2050 E-mail: russ.tronsen@badger.k12.wi.us
7. Applicant's Drivers License: [REDACTED]
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: Badger High School Homecoming
2. Date(s) of Event: October 12, 2018
3. Location(s) of Event: 600 N Bloomfield Rd
4. Hours: 9:00pm-10:00pm
- Start Time End Time

5. Event Chair/Contact Person: Shannon Previte

6. Day of Event Contact Name: Shannon Previte



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

8. Will you charge an admission fee?  Yes  No

9. Estimated Attendance Number: 2,000

10. Basis for Estimate: Past years 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. The road closure of S. Wells St/Hwy H is necessary for safety during the fireworks that will follow the homecoming football game. The street would only be closed during the fireworks and will be monitored by LGFD and LGPD will have officers on scene as well.

14. Description of plan for handling refuse collection and after-event clean-up: District staff will clean school property of waste. Event is on school property.

15. Description of plan for providing event security (if applicable): LGPD will have 4 officers at 600 N Bloomfield Rd and others on patrol in the area.

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.*  
 Wells St from N. Bloomfield Rd/E. South Street south to the Lake Geneva/Bloomfield jurisdictional line. Permit will be applied for at Bloomfield from the Lake Geneva/Bloomfield jurisdictional line to Hwy 120.

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.*

**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: Already planned
- Fire/EMS Services    Explain: Already planned
- 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			_____	
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>			# of Parks	# of Days		
49 Attendees or Less	\$30.00	x	_____	x _____	= _____	
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	_____	= _____	
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 _____	+ \$50.00	= _____	
Picnic Tables	\$15.00 each		x _____	+ \$50.00	= _____	
Barricades	\$5.00 each		x <u>4</u>	+ \$50.00	= \$70.00	
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>					<b>Subtotal: \$</b>	<b>\$95.00</b>

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: \$
		\$0.00
		+ Subtotal from Page 4: \$
		\$95.00

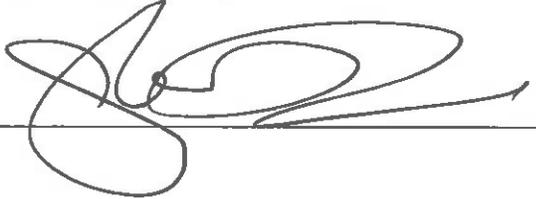
**Total PAID with Application: \$** \$95.00

*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: 7/18/18

*For Office Use Only*

Date Filed with Clerk: \_\_\_\_\_ Payment with Application: \$ \_\_\_\_\_ Receipt: \_\_\_\_\_

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

**Departmental review (all that apply):**

Police Chief:     Approved     Denied    Signed: \_\_\_\_\_

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

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

Fire Chief:     Approved     Denied    Signed: \_\_\_\_\_

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

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

Street Dept.:     Approved     Denied    Signed: \_\_\_\_\_

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

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

Parking Dept.:     Approved     Denied    Signed: \_\_\_\_\_

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): \_\_\_\_\_     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:**

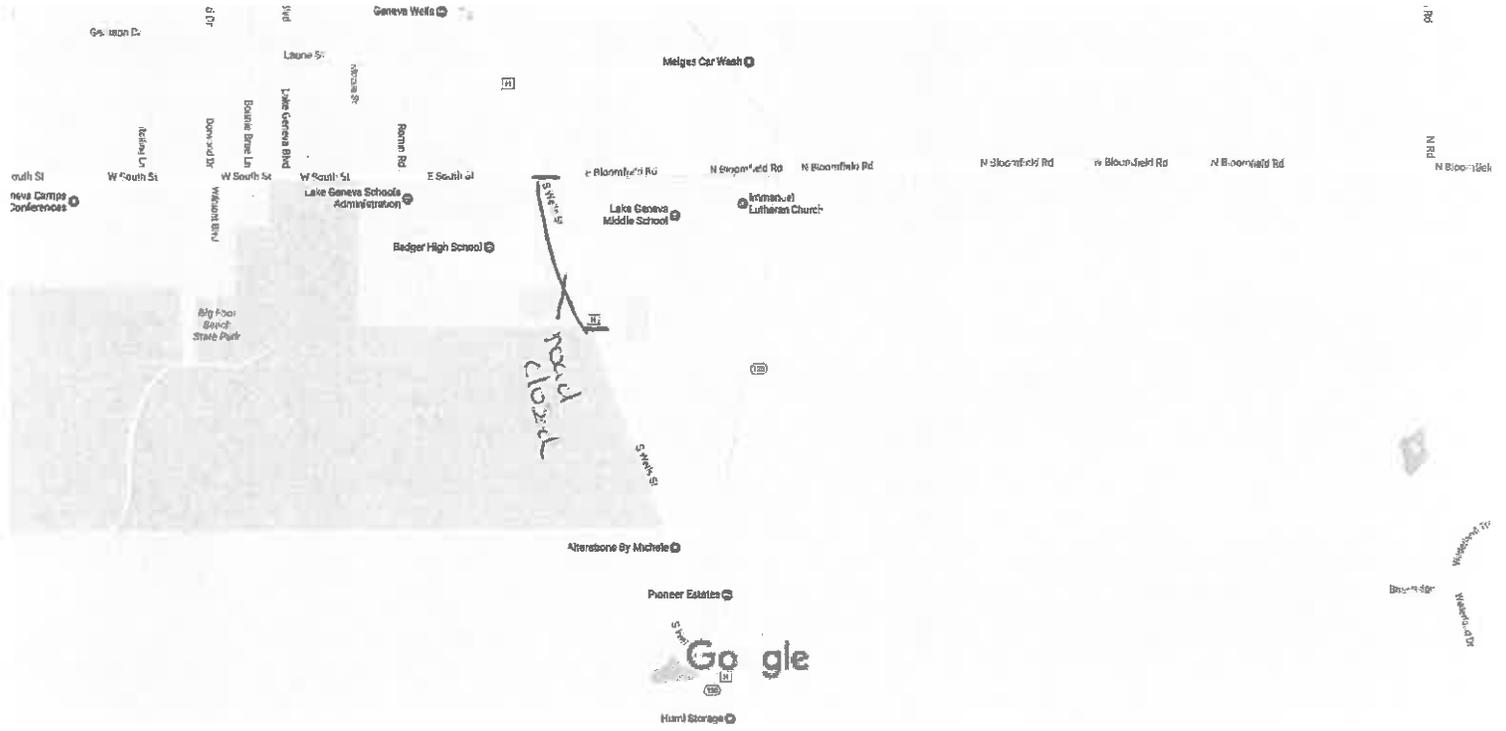
Total Add'l fee/deposit to be collected: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_

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

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

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

# Google Maps



Map data ©2017 Google 500 ft





# J&M Displays Proposal for: Badger High School

## Opening

### 2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
1	Red peony 10 Shot finale chain		\$85.80	\$85.80
1	Salute with palm 10 Shot finale chain		\$85.80	\$85.80
Category Shell Count: 20				\$171.60
<b>Section Shell Count: 20</b>				

## Main Event

### 3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
4	Silver sparked salute with rising crackling tail	crackling tail	\$9.60	\$38.40
Category Shell Count: 4				\$38.40

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Corolla Mine to Corolla Chrysanthemum to Blue with Tail 36 s		\$116.50	\$116.50
1	Red comets to red dahlia with white strobe 49 shot		\$148.05	\$148.05
1	Silver Sizzling 49 shot Z shape		\$148.05	\$148.05
1	Color comets to crackling 100 shot		\$265.75	\$265.75
1	Red strobe with white strobe mine 100 shot fan cake		\$265.75	\$265.75
Category Shell Count: 334				\$944.10

### 2.5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE	mixed tails	\$234.00	\$234.00
Category Shell Count: 30				\$234.00

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Peony with brocade ring assorted	Brocade tail	\$10.35	\$20.70
1	Red ring pattern		\$10.35	\$10.35
1	White ring pattern		\$10.35	\$10.35
1	Crackling Nishiki Kamuro	Crackling tail	\$19.80	\$19.80
1	Glittering gold to Emerald kamuro w/ strobe pistil		\$19.80	\$19.80
1	Golden wave to red chrys		\$19.80	\$19.80
1	Green flower wave ring with purple pistil		\$19.80	\$19.80
1	Assortment C of 20 (5 report& 15 color) shells ELECTRIC FIRE		\$204.50	\$204.50
1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$205.00	\$205.00
Category Shell Count: 48				\$530.10
<b>Section Shell Count: 416</b>				



# J&M Displays Proposal for: Badger High School

## Finales

### 3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Red peony 10 Shot finale chain		\$124.40	\$373.20
2	Report and palm 10 Shot finale chain	mixed tails	\$124.40	\$248.80
1	Spiderweb: 10 Shot finale chain		\$124.40	\$124.40
Category Shell Count: 60				\$746.40
Section Shell Count: 60				

## Miscellaneous

### Ignition Items

Quantity	Name	Rising Effect	Price	Total
100	Igniter 2 meter leads		\$1.95	\$195.00
Category Shell Count: 0				\$195.00
Section Shell Count: 0				

## 5% Free for Early Payment

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Silver Strobe Mine to Red Dahlia with Silver Strobe with Red 36 shot		\$116.50	\$116.50
Category Shell Count: 36				\$116.50
Section Shell Count: 36				

## 15% Free for Multiple Year Agreement

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Rockets red glare cake		\$192.95	\$192.95
Category Shell Count: 49				\$192.95

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Chrysanthemum to big crackling rain w/ big crackling rain pistil		\$19.80	\$19.80
1	Color to crackling ring with crackling pistils assorted		\$19.80	\$19.80
1	Golden wave to red swimming		\$19.80	\$19.80
1	Magenta sky blue and lemon dahlia with white glitter pistil		\$19.80	\$19.80
1	Spangle chrys		\$19.80	\$19.80
1	Strobe w/ ring assorted		\$19.80	\$19.80
Category Shell Count: 6				\$311.75

### 3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
----------	------	---------------	-------	-------



# J&M Displays Proposal for: Badger High School

## 15% Free for Multiple Year Agreement

### 3 Inch Special Effect Shells Continued

Quantity	Name	Rising Effect	Price	Total
1	White strobe		\$27.20	\$27.20
Category Shell Count: 1				\$338.95
Section Shell Count: 56				



## J&M Displays Proposal for: Badger High School

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price: \$2,859.60  
Discount: \$549.60  
Subtotal Fireworks: **\$2,310.00**  
Sales Tax:  
Local Sales Tax:  
Insurance Processing: \$320.00  
License and Permit:  
Shoot Fee: \$250.00  
Delivery: \$120.00  
Musical Firing:  
Shoot Cost:  
Total Price of Show: **\$3,000.00**

Total Shot Count: 588  
Packing Check: 137  
Date of Display: 10/06/17  
Customer Number: 10140

### Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$2,310.00 Fireworks Subtotal

\$116.50	5% Free for Early Payment
\$338.95	15% Free for Multiple Year Agreement
\$455.45	Total Free

Total Value of Show is \$4,005.05. Your Price is \$3,000.00

### Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

City Clerk's Office  
626 Geneva Street  
Lake Geneva, WI 53147  
(262) 248-3673  
www.cityoflakegeneva.com

# CITY OF LAKE GENEVA

## FIREWORKS APPLICATION



### \$50.00 Fee

*Application to possess and use class B(1.3), C(1.4) fireworks in accordance and compliance with Local, State, and NFPA Codes and Requirements*

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Group / Agency sponsoring fireworks display (*An individual cannot be issued a permit*): \_\_\_\_\_

Address of group/agency sponsoring fireworks display (NO P.O. Box): \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name of Fireworks Company performing display: J&M Displays, Inc

Address of Firework Company performing display (NO P.O. Box): \_\_\_\_\_

18064 170<sup>th</sup> Ave, Yarmouth, MA 52660-9772  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date/Time of authorized possession and use: October 12, 2018 Approx: 8:30-9:30pm

#### SPECIFIC LOCAL REQUIREMENTS

1. Application fee - \$50 per event
2. An itemized list of (label name) and quantity of class B(1.3), C(1.4) fireworks attached with application
3. Proof of liability coverage (copy of policy attached with application)
4. Fireworks must be displayed not less than required by NFPA Standards and must be away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3 G shows
5. All displays will be aimed away from spectators
6. A test shot will be fired into the air at least 1 hour before scheduled display
7. Fireworks that have been wet at any time prior to the display will NOT be used

*NOTE: Permit required Class C fireworks cannot be sold to minors or persons restricted from possession of dangerous weapons due to a criminal conviction record. Certain types of class B or C fireworks shoot multiple projectiles at speeds of 1300 feet per second.*

#### RELEASE OF LIABILITY

I, \_\_\_\_\_, am aware of the dangers of fireworks and  
(Please Print Name)

am willing to assume full responsibility for any personal or property damage due to the display of fireworks. The applicant/group/agency agrees to indemnify and hold the City of Lake Geneva harmless from any claims or liability, including attorney fees and other defense costs, which may arise from the use, storage, transportation or possession of fireworks.

DATE: \_\_\_\_\_

APPLICANT SIGNATURE

*For Office Use Only*

Amount Paid and Receipt Number \$ \_\_\_\_\_ Date Received \_\_\_\_\_

Check Number \_\_\_\_\_ GLLEA Approval (*if applicable*) \_\_\_\_\_

Police Chief Approval \_\_\_\_\_ Fire Chief Approval \_\_\_\_\_

Entered into RMS \_\_\_\_\_ Fire Engine Standby Required  Yes  No

Date Sent to Council \_\_\_\_\_ Permit Issued by \_\_\_\_\_

Mayor Signature \_\_\_\_\_ Date Issued \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/8/2018

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

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

<b>PRODUCER</b> M3 Insurance Solutions, Inc. 1426 Discovery Parkway Wauwatosa WI 53226	<b>CONTACT NAME:</b> Brianna Schwanke	
	<b>PHONE (AC, No, Ext):</b> 262-524-6026	<b>FAX (AC, No):</b> 262-524-1051
<b>E-MAIL ADDRESS:</b> brianna.schwanke@m3ins.com		
<b>PRODUCER CUSTOMER ID #:</b> LAKEGEN-01		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Employers Mutual Company		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
Lake Geneva Union High School  
208 South Street  
Lake Geneva WI 53147

**COVERAGES**                      **CERTIFICATE NUMBER: 888701025**                      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC		5D14831	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/POP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5E14831	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR-PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under "DESCRIPTION OF OPERATIONS below"	N/A	5H14831	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

<b>CERTIFICATE HOLDER</b>  City of Lake Geneva 626 Geneva Street Lake Geneva WI 53147	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Brianna Schwanke</i>
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# CITY OF LAKE GENEVA

## SIDEWALK CAFÉ PERMIT APPLICATION

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

**Please Check:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Initial Sidewalk Café Permit with Alcohol | <input type="checkbox"/> Renewal of Sidewalk Café Permit with Alcohol    |
| <input type="checkbox"/> Initial Sidewalk Café Permit without Alcohol         | <input type="checkbox"/> Renewal of Sidewalk Café Permit without Alcohol |

**Application Checklist:**

- Certificate of Comprehensive General Liability Insurance naming the City as a party insured against liability resulting from the uses permitted herein. The coverage shall be in an amount not less than \$1,000,000.00.
- Scaled diagram which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk café, size and number of tables, seats, bollards (and chains or ropes), planters, umbrellas, location of doorways, tree, signage, parking meters, obstructions (either existing or proposed, within the pedestrian way). *Site plan must depict five (5) feet of unobstructed sidewalk for public use.*
- Copy of restaurant license issued by the Wisconsin Dept. of Health Services and/or Wisconsin Dept. of Agriculture, Trade and Consumer Protection per Wis. Stat. 254.64.
- Application Fee of \$15.00 per seat:  $\frac{10}{\text{(# OF SEATS)}} \text{ seats} \times \$15.00 = \$ \frac{150}{\text{(TOTAL FEE)}}$
- Alcohol License Premises Extension Application (Initial Applications Only). If the applicant wishes to serve alcohol in the sidewalk café area, the applicant must currently hold a valid license to serve alcohol and submit an application requesting the premises description of the license be amended to include the sidewalk café area. The Alcohol License Premises Extension Application does not need to be submitted if the alcohol license has already been extended to the sidewalk café area.

### APPLICANT INFORMATION

Applicant Name: DANA TRULLA  
Establishment Name: FLAT IRON TAP (D&D RESTAURANT GROUP)  
Address: 150 CENTER ST.  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Are you requesting to serve alcoholic beverages?

Yes

No

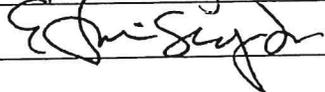
If so, please provide the following information:

Liquor License Agent Name: EDWARD MUISENGA

Agent Address: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Alt. # \_\_\_\_\_

Agent E-mail: muisengaEA12@uww.edu

Signature of Agent:  Date: 7/21/18

**INDEMNIFICATION STATEMENT**

I, DANA TRILLA representing FLAT IRON TAP as its  
(FULL NAME) (ESTABLISHMENT)

OWNER agree to hold harmless and indemnify the City, its directors,  
(TITLE)

officers, employees and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character resulting from my use of the public sidewalk as a café. I certify that I have read and understand the rules of Section 62-67

(6) Sidewalk Café permits.

SIGNATURE OF APPLICANT:  DATE: 7/21/18

*For Office Use Only*

Date Filed with Clerk: 7/23/18

Total Amount: \$ 175.00 Receipt No.: 16.001173

Date Forwarded to Police Chief: 7/23/18

Police Chief Signature: \_\_\_\_\_ Approved Denied

Date Forwarded to Building Inspector: \_\_\_\_\_

Director of Building Inspector Signature: \_\_\_\_\_ Approved Denied

Date Forwarded to Director of Public Works: \_\_\_\_\_

Director of Public Works Signature: \_\_\_\_\_ Approved Denied

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

Permit Issue Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

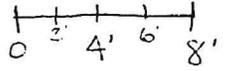
Copies Provided to:

Police Chief  
DPW Director

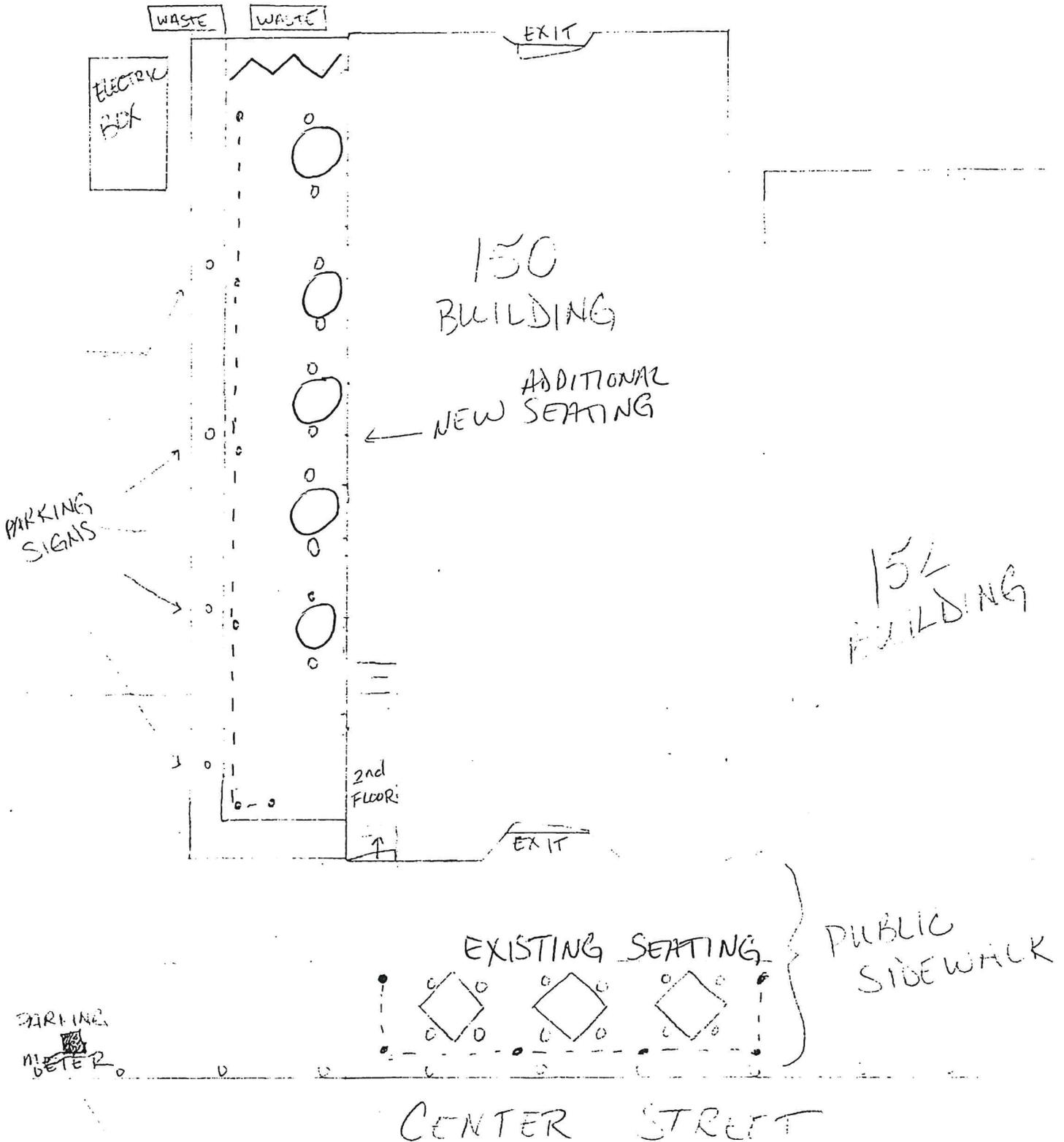
Fire Chief  
Zoning Administrator

FLAT IRON TAP  
150 CENTER ST.

SCALE:



ALLEY



ELECTRIC BOX

WASTE

WASTE

EXIT

150 BUILDING

← NEW SEATING

PARKING SIGNS

152 BUILDING

2nd FLOOR

EXIT

EXISTING SEATING

PUBLIC SIDEWALK

PARKING METER

CENTER STREET







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2018

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

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

<b>PRODUCER</b> Market Financial Group 240 Commerce Drive  Crystal Lake IL 60014		<b>CONTACT NAME:</b> Lisa Lakey <b>PHONE (A/C, No., Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Society Insurance <b>NAIC #</b> 15261 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	
<b>INSURED</b> D & D Restaurant Group Inc DBA Flat Iron Tap 146 Evergreen Pkwy  Crystal Lake IL 60014			

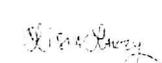
**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			BP17005750	03/06/2018	03/06/2019	EACH OCCURRENCE \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BP17005750	03/06/2018	03/06/2019	Limit \$1,000,000

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

Location: 150 Center St., Lake Geneva, WI, 53147  
City of Lake Geneva is named as an Additional Insured

<b>CERTIFICATE HOLDER</b>  City of Lake Geneva 626 Geneva St  Lake Geneva IL 53147	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---





DEPARTMENT OF AGRICULTURE,  
TRADE AND CONSUMER PROTECTION

License, Permit or Registration

The person, firm, or corporation shown below has complied with the Wisconsin statutes and is authorized to engage in the activity indicated.

ACTIVITY	EXPIRATION DATE	I.D. NUMBER
<b>Restaurant - Moderate Complexity, Kitchens: 1</b>	30-Jun-2019	CJEY-AVYMMW
LICENSEE MAILING ADDRESS	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS
D&D RESTAURANT GROUP INC 150 CENTER ST LAKE GENEVA WI 53147		FLAT IRON TAP 150 CENTER ST LAKE GENEVA WI 53147

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department before July 1st or a late payment fee will be assessed.

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

WDATCP-LICENSE RENEWAL  
DRAWER 296  
MILWAUKEE, WI 53293-0296  
(608)224-4720

\* Include the name of your facility and the ID number.





# CITY OF LAKE GENEVA

## ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

**Please Check:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Request for premises extension to sidewalk café | <input type="checkbox"/> Request for temporary (special event) premises extension |
| <input type="checkbox"/> Request for premises extension to permanent outdoor area   | <input type="checkbox"/> Other request for premises extension                     |

**Application Checklist:**

- Applicant must currently hold a valid alcohol license
- Applicant obtained a Temporary Use Permit or Conditional Use Permit from the Building and Zoning Department (for special events and permanent outdoor areas)
- Scaled diagram which accurately depicts the location of the premises extension. Such drawing shall include the access points, fencing (if applicable) and the location of where alcohol will be stored and/or served.
- Application Fee of \$25.00 to amend an already approved licensed premises. This fee is charged to defray the cost of review and re-issuance of the license. This fee does NOT apply to premises extensions requested at the time of annual renewal of the license.

**APPLICANT INFORMATION**

Applicant Name: DANA TRILUA  
Establishment Name: FLAT IRON TAP / D&D RESTAURANT GROUP  
Address: 150 CENTER ST  
Alcohol License No.: \_\_\_\_\_ Phone: \_\_\_\_\_

Describe area of premises extension:

Cafe seating on "sidewalk" south of building to include (5) five tables with (10) ten chairs in total. There will be (5) five feet walkway between tables and parking spots. B will be roped off from parking spots as well.

**SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)**

Event Title: \_\_\_\_\_

Date and Time of Event: \_\_\_\_\_

Have you obtained a Temporary Use Permit (or Conditional Use Permit) from the Building and Zoning Department?      Yes      No

Event Description:

 \_\_\_\_\_      7/21/18 \_\_\_\_\_  
SIGNATURE OF APPLICANT      DATE

*For Office Use Only*

Date Filed with Clerk: 7/23/18  
Total Amount: \$ 175.00      Receipt No.: 10.001173

Date Forwarded to Police Chief: 7/23/18  
Police Chief Signature: \_\_\_\_\_      Approved      Denied

Date Forwarded to Zoning Administrator: \_\_\_\_\_ (for non-sidewalk café applications)  
Zoning Administrator Signature: \_\_\_\_\_      Approved      Denied

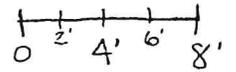
Date of FLR/Council Approval: \_\_\_\_\_

Copies Provided to:      Police Chief

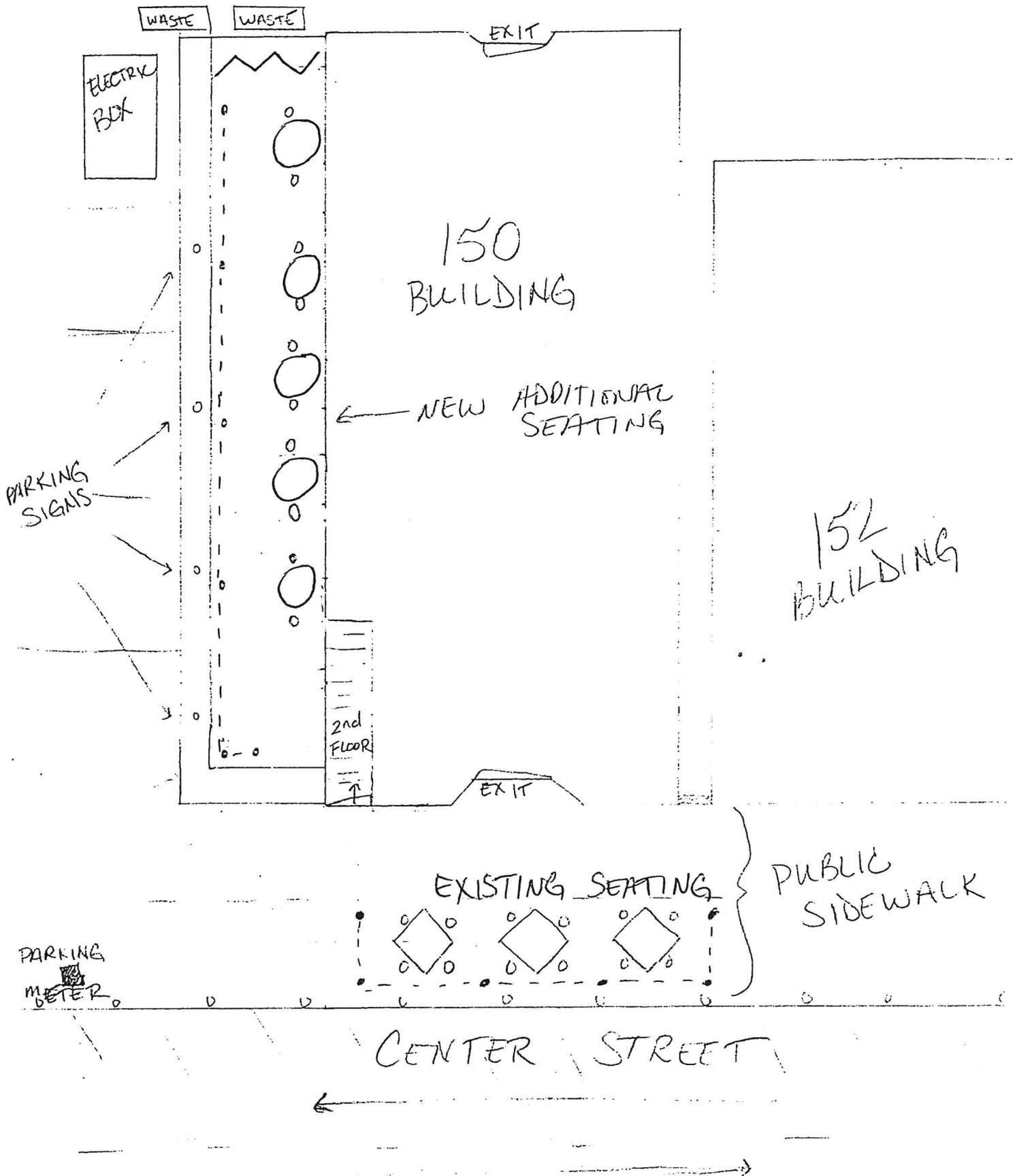


FLAT IRON TAP  
150 CENTER ST.

SCALE:



ALLEY





# CITY OF LAKE GENEVA

626 GENEVA STREET  
LAKE GENEVA, WISCONSIN 53147  
(262) 248-3673 • Fax (262) 248-4715  
[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)



August 14, 2018

AT & T Services, Inc.  
Attn: Marybeth Pishek  
6889 Snowville Road  
Third Floor – Shared North  
Brecksville, OH 44141

Dear Marybeth:

The City of Lake Geneva, Wisconsin has a Parking License Agreement with AT & T for 10 parking spaces located at 645 Main Street, Lake Geneva, WI. Per the Agreement, the City is exercising its option to extend the term five (5) additional years by providing written notice. The document number written on the Agreement is PV 1206 Park CIT-008 WI-Gen-001.

Regards,

*Karen Hall*

Karen Hall  
Finance Director/Comptroller  
[comptroller@cityoflakegeneva.com](mailto:comptroller@cityoflakegeneva.com)  
262-248-1021

Cc: AT & T, Lease Administration  
AT & T, General Attorney & Assistant General Attorney

# CITY OF LAKE GENEVA

626 GENEVA STREET  
LAKE GENEVA, WISCONSIN 53147  
(262) 249-4098 • Fax (262) 248-4715  
www.cityoflakegeneva.com



MR

DENNIS E. JORDAN  
CITY ADMINISTRATOR

May 7, 2013

AT&T  
Lease Administration  
One AT&T Way, Room 1B201  
Bedminster, NJ 07920

To Whom It May Concern:

The City of Lake Geneva, Wisconsin has a Parking License Agreement with AT&T for 10 parking spaces located at 645 Main Street Lake Geneva, WI. Per the Agreement, the City is exercising its option to extend the term five (5) additional years by providing written notice 45 days prior to the lease end date (8-21-2013). The document number written on the Agreement is PV 1206 Park CIT-008 WI-Gen-001.

Thank you for attending to this matter.

Best regards,

A handwritten signature in cursive script that reads "Dennis E. Jordan".

Dennis E. Jordan

Cc: AT&T, Director of Asset Management  
AT&T, General Attorney & Assistant General Attorney  
Jim Connors, Mayor  
File

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "Amendment") is made and entered into this 10<sup>th</sup> of November 2008 by and between City of Lake Geneva, a Wisconsin Governmental organization, ("LICENSEE"), and Wisconsin Bell, Inc., a Wisconsin corporation d/b/a/ AT&T Wisconsin ("LICENSOR").

WITNESSETH,

WHEREAS, Licensor and Licensee, have heretofore entered into a Lease dated the 1st day of August, 2003, (the "Lease") concerning the leasing of 10 parking spaces (the "Premises") located in the parking lot located at 645 Main Street, Lake Geneva, Wisconsin (the "Property").

WHEREAS, Licensor and Licensee desire to modify and amend the Lease as more fully set forth herein to take effect on August 1, 2008.

NOW, THEREFORE, and in consideration of the Premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto stipulate, covenant and agree as follows:

1. The term of this Lease is further extended from its current expiration date of August 1, 2008, as provided in the Lease to a new expiration date of August 1, 2013, unless terminated earlier as provided in the Lease.
2. So long as no uncured defaults shall have occurred under the Lease by Licensee, on or before the date that is forty-five (45) days before the expiration of the Lease, Licensee shall have the option to extend the Lease term for two (2) successive periods of five (5) years each by providing written notice of same to Licensor (the "Renewal Term").
3. Notice as provided in section 24 of the Lease as they pertain to Licensor should be addressed to:

AT&T Services, Inc.  
225 West Randolph Street, Floor 13  
Chicago, IL 60606  
Attn: Director – Real Estate Transactions

With A Copy To:

AT&T  
Lease Administration  
One AT&T Way  
Room 1b201  
Bedminster, NJ 07921

With A Copy To:

General Attorney & Assistant General Counsel  
Corporate Real Estate  
175 E. Houston Street, 4-A-40  
San Antonio, TX 78205

4. In all other respects, this Lease, shall remain in full force and effect In accordance with the terms thereof. The provisions of this First Amendment shall inure to the benefit of and be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment To Lease in triplicate effective the day and year first above written.

**LICENSOR**

Wisconsin Bell, Inc.  
d/b/a AT&T Wisconsin

By: Christine R. Keith  
Name: Christine C Keith  
Title: Area Mgr - Assol Mgmt

**LICENSEE**

City of Lake Geneva  
A Wisconsin Governmental Organization

By: William P. Chesem  
Name: William P. Chesem  
Title: Mayor

**PARKING LICENSE AGREEMENT – City of Lake Geneva, Wisc.**

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is made and entered into on this date of \_\_\_\_\_ July, 2003, by and between City of Lake Geneva, a Wisconsin Governmental organization, ("LICENSEE"), and Wisconsin Bell, Inc., a Wisconsin corporation d/b/a SBC Wisconsin ("LICENSOR").

WITNESSETH:

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **LICENSED PREMISES.** LICENSOR Licenses to LICENSEE and LICENSEE rents from LICENSOR, upon the following terms and conditions, 10 parking spaces, one of which shall be marked Handy Cap (the "Premises") in the parking lot located at 645 Main Street Lake Geneva, Wisconsin (the "Property"). See Exhibit "A" attached hereto and made a part hereof.

2. **PURPOSE.** The LICENSEE shall use the Premises for only the purpose of 10 passenger vehicle parking of employees of the LICENSEE from the local hours of 0001 A. M. through 1200 P.M. Monday through Sunday.

3. **LICENSE TERM.** The term of this License shall be for a period of five (5) years commencing on August 1, 2003 and ending on July 31, 2008, unless sooner terminated in accordance with this Agreement (the "License Term" and sometimes called the "initial term"). This License shall not be executed by LICENSOR until LICENSEE has executed same, and tendered to LICENSOR funds equal to the first year's rent, along with the executed License.

(a) **Early Termination.** Either LICENSOR or LICENSEE may, for any or no reason, terminate this License effective as of any date prior to the expiration of the License Term upon not less than thirty (30) day's prior written notice to the other.

4. **RENT.** No charge and other consideration as indicated below.

5. **INTENTIONALLY LEFT BLANK.**

6. **INTENTIONALLY LEFT BLANK.**

7. **UTILITIES AND SERVICES.** As long as this License is in effect, LICENSEE shall, at its own expense, keep the Premises clean and free of

all debris and shall have sole and exclusive responsibility for and shall provide ice control, snow plowing at all times when the snow is in amounts of two inches (2") or more and snow removal, and trash removal including but not limited to the parking areas, drives, and sidewalks. Licensee shall maintain landscaping to City standards, including but not limited to grass mowing. Licensee shall sign usage and shall not ticket or tow SBC vehicles, employees, agents, or contractors (such as Johnson Controls).

In the event LICENSEE requests that LICENSOR perform any services, LICENSOR, at LICENSOR's option, may provide said services; provided that LICENSOR shall first advise LICENSEE of the costs thereof and, if acceptable to LICENSEE, bill LICENSEE for the reasonable cost thereof, which LICENSEE shall pay to LICENSOR immediately upon receipt of an invoice therefor.

8. **FORCE MAJEURE.** LICENSOR does not warrant that any of the services that LICENSOR elects to provide in accordance herewith, if any, will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, snow plowing, whether legal or illegal, accidents, inability of the LICENSOR to obtain fuel or supplies or any other cause or causes beyond the reasonable control of the LICENSOR. Any such interruption of service shall never be deemed an eviction or disturbance of the Licensee's use and possession of the Premises or any part thereof, or render the LICENSOR liable to the LICENSEE for damages, or relieve the LICENSEE from performance of the Licensee's obligations under this License.

9. **CONDITION OF LICENSED PREMISES.** LICENSEE shall take the Premises in "As Is" condition, and if necessary, make the Premises and common areas comply with the Americans With Disabilities Act. LICENSEE'S taking possession shall be conclusive evidence that the Premises were in good order and satisfactory condition when the LICENSEE took possession. No promise of LICENSOR to alter, remodel, decorate, clean or improve the Premises and no further representation respecting the condition of the Premises has been made by LICENSOR to LICENSEE.

10. **ALTERATIONS.** LICENSEE shall make no alterations or additions to the Premises.

11. **SURRENDER.** Upon the expiration of or other termination of the License Term or extensions thereof, LICENSEE shall quit and surrender to LICENSOR the Premises in as good order and condition as when LICENSEE originally took possession, ordinary wear and tear excepted, and failure to do so shall give LICENSOR the right to restore the Premises to its original condition,

and LICENSEE shall pay the cost thereof to LICENSOR on demand. LICENSEE shall remove all of LICENSEE's business equipment and **personal property** prior to the expiration or early termination of the License. All permanent alterations, additions and fixtures, except only office furniture or equipment, in or upon the Premises, whether placed there by LICENSEE or by LICENSOR, shall, unless LICENSOR requests their removal, become LICENSOR's property and shall remain upon the Premises at the termination of this License by lapse of time or otherwise without compensation or allowance or credit to LICENSEE. If, upon LICENSOR's request, LICENSEE does not remove the items, LICENSOR may remove the same and LICENSEE shall pay the cost of such removal to LICENSOR upon demand. LICENSEE shall pay for repairing any damage to the Premises in connection with the requested removal.

12. **ACCESS TO PREMISES BY LICENSOR.** LICENSOR reserves the right to enter upon the Premises.

LICENSEE shall not be required to be personally present to open and permit entry into the Premises at any time, when for any reason an entry shall be deemed necessary by LICENSOR, LICENSOR or LICENSOR's agents. Nothing herein contained, however, shall be deemed or construed to impose upon LICENSOR any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises, other than as provided in this License.

LICENSOR shall not be liable to LICENSEE for any expense, injury, loss or damage resulting from work done in or upon, or the use of the Premises, any adjacent or nearby building, land, street or alley.

LICENSEE shall, at its sole cost and expense, remove any automobiles, any and all fixtures installed by LICENSEE and other items located at the Premises, whenever such removal is requested by LICENSOR.

13. **LICENSEE'S ACCESS TO PREMISES.** At all times LICENSEE shall cooperate with LICENSOR in enforcing, and shall abide by, any and all security procedures, measures, and regulations deemed to be necessary or desirable by LICENSOR. Any breach of LICENSOR's security procedures, measures, or regulations shall entitle, but not obligate, LICENSOR immediately to terminate this License. If this remedy is to be invoked, LICENSOR will notify LICENSEE within ten (10) days of obtaining knowledge of the security breach.

Access to the to portions of Premises may from time to time be blocked by the Licensor's snow plowing. **The Licensee will not have access to the Premises at all times.**

14. **CONDEMNATION.** If all or any part of the Premises shall be taken or condemned for any public or quasi public use or purpose, either party

may terminate this License as of the date of actual taking by giving the other party notice to such affect within ten (10) days after notice of such taking or proposed taking is received by such party. The rent shall be prorated and adjusted as of the termination date. Upon a partial taking and this License continuing in force as to any part of the Licensed Premises, the rent shall be adjusted according to the rentable area remaining. No money or other consideration shall be payable by LICENSOR to LICENSEE for the right of cancellation or in any judgment for damages. LICENSEE shall have the right to petition for any of its separate damages provided such petition will in no way decrease the amount of the condemnation award given to LICENSOR.

15. **WAIVER OF CLAIMS AND SUBROGATION.** Except for occurrences due to Licensor's sole negligence or willful acts, LICENSEE hereby releases LICENSOR from any and all liability or responsibility to LICENSEE or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to the Premises, personal property located on the Premises caused by fire, theft, water, weather, accident or any other casualty, LICENSEE agrees to obtain whatever insurance is sufficient or appropriate to protect its property against all of the foregoing losses or damage, including but not limited to vandalism and malicious mischief, theft and mysterious disappearance endorsements. LICENSEE shall deposit with LICENSOR the appropriate policy or certificate evidencing the existence of such insurance. LICENSEE agrees to have any and all such insurance coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein."

The foregoing release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate insurance coverage.

16. **INDEMNIFICATION.** Except for occurrences due to LICENSOR's sole negligence, LICENSEE agrees to indemnify, defend and save LICENSOR, its officers, directors, agents, and employees from and against any and all claims, damages, liens, suits, losses and expenses, including attorneys' fees and costs, of any sort, whether for injuries to or death of any persons, for damage to property, including the property or services of LICENSOR, that may, or allegedly may, arise out of, result from or occur in connection with the performance of this License, the conduct or management of the business conducted by LICENSEE or any licensee of LICENSEE in the Premises or the parking area of which the Premises is a part, LICENSEE'S occupancy of the Premises, or from any breach or default on the part of LICENSEE in the performance of any covenant or agreement to be performed by LICENSEE pursuant to the terms of this License, or from any action or inaction of LICENSEE, its agents, contractors, servants, employees, sublicense's,

concessionaires, licensees or invitees in or about the Premises. The indemnities hereby furnished will indemnify, provide a defense for, and pay any judgment rendered against LICENSOR, as a result of any occurrence resulting from the joint negligence of LICENSOR and LICENSEE. In the event the foregoing indemnities are void or in any respect restricted by law, LICENSEE shall nevertheless indemnify, defend, and save the named indemnities harmless to the maximum extent permitted by law. If LICENSEE fails to defend, LICENSOR may provide its own defense and LICENSEE shall pay upon demand all of LICENSOR's costs, charges and expenses, including attorney's fees, and interest. The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of LICENSOR and its subsequent transferee, successors and assigns.

LICENSEE shall be solely liable for any and all injuries, losses, expenses, damages (compensatory, punitive or otherwise), fines, and counsel fees resulting from its operations conducted or those of its licensees on the Premises or the parking area of which the Premises is a part, including injury to LICENSOR, its employees and/or third parties, and any and all damage to, theft or destruction of other third parties' real or personal property, and LICENSEE further agrees to defend, indemnify and hold LICENSOR harmless from or against liability arising from or out of any and all such claims for injuries, losses, expenses, penalties, fines or damages. This indemnification shall require LICENSEE to defend, indemnify and hold LICENSOR, harmless for any actions related to environmental contamination, the release or threatened release of any hazardous substance or contaminant into the environment, or any remedial action or removal of such substances or contaminants from the Premises that may be required by any person or governmental entity.

17. **ASSIGNMENT AND SUBLETTING.** LICENSEE shall not, without the prior written consent of LICENSOR, which consent shall be at the sole and unrestricted option of LICENSOR:

- (a) assign this License or any interest hereunder;
- (b) permit any assignment of this License by operation of law;
- (c) sublet the Premises or any part thereof;
- (d) permit the use or occupancy of the Premises by any parties other than LICENSEE, its agents, employees, residents and invitees; or

- (c) permit any assignment or subletting, by acquisition, or by merger.

If Licensee requests Licensor's consent to any of the foregoing, Licensor shall have the right to terminate this License as to the portion of the Premises (or all, in the case of an assignment of this License or a sublet of all or substantially all of the Premises) subject to the proposed transfer. Upon any permitted assignment or subletting, LICENSEE shall remain liable for the payment of rent and all other obligations of LICENSEE in the absence of a written release by LICENSOR.

If any assignment or subletting, even with the consent of the LICENSOR, results in rental income or other License charges in an amount greater than provided for in this License, then such excess shall belong to LICENSOR and shall be payable to LICENSOR as additional rent herein reserved.

Notwithstanding anything to the contrary elsewhere provided in this License, LICENSEE shall not be required to obtain LICENSOR'S prior written consent to grant a license for individual parking spaces which are a part of the Premises to its residents and employees; provided however, that any such license shall at all times be subject and subordinate to the terms of this License Agreement, and LICENSEE shall cause each such licensee to acknowledge in writing (i) that the license is subject and subordinate to the License and (ii) that the license shall be valid only so long as the licensee remains a resident or employee of the LICENSEE. Further, LICENSEE shall at all times maintain complete records at the Local offices of LICENSEE, the following information: 1) the name, address and regular day and night telephone number of each licensee; 2) the year, model, and the license plate number of each vehicle to be parked at the Premises by each licensee, and (iii) such other like or similar information as LICENSOR shall from time to time reasonably require. Under no circumstances shall disabled, non-licensed, or non-functioning vehicles be allowed to remain at the Premises for longer than 48 hours, nor shall any vehicle be left at the Premises for in excess of 96 hours without LICENSEE having both the authority and the ability to cause the same to be moved or removed in case of emergency or the making of repairs or performance of maintenance.

18. **CERTAIN RIGHTS RESERVED TO LICENSOR.**

LICENSOR reserves and may without restriction exercise the following privileges without affecting LICENSEE's obligations under this Agreement:

- (a) to review and approve, in its sole and absolute discretion, all signage for the Premises. If LICENSEE requests signage in or about the Premises, it shall be installed by LICENSEE at LICENSEE's cost and in such manner, character and style as LICENSOR may in its sole discretion approve in writing.
- (b) to designate all sources furnishing sign painting and lettering, and lamps and bulbs used on the Premises;

- (c) to deny approval of the use of any signage whatsoever;
- (d) to change, eliminate or remove the method of ingress and egress to the Premises with LICENSEE's prior approval, which shall not be unreasonably withheld;
- (e) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises as may be necessary or desirable in LICENSOR's sole opinion, for the safety, protection or preservation of the Premises or LICENSOR's interests, or necessary or desirable in the operation of the Premises including without limitation the rights to perform periodic environmental inspections and audits of the Premises; to conduct surveys of air, soil and water quality to obtain and review any appropriate documents or records of LICENSEE applicable to the actual or apparent presence of potentially hazardous substances or materials on or about the Premises; and to submit findings of hazardous or toxic contaminants to governmental agencies charged with monitoring environmental health and safety; and
- (f) to change the name or street address of the Premises.

19. **RULES AND REGULATIONS.** LICENSOR has adopted the following rules and regulations:

- (a) The LICENSEE shall not obstruct, or use for storage, or for any purpose other than ingress and egress, and parking any portion of the Premises.
- (b) No vehicle other than passenger vehicles shall be brought or permitted to be on the Premises or any part thereof.
- (d) The LICENSEE shall not make or permit any noise or odor that is objectionable to LICENSOR or any neighbor of the Premises to emanate from the Premises, and shall not create or maintain a nuisance thereon, and shall not do any act tending to injure the reputation of the Premises or LICENSOR.
- (d) The LICENSEE shall not install any fixtures or equipment of any kind whatsoever at the Premises without, in each and every instance, prior approval in writing by the LICENSOR.

- (e) No locks or gates or similar devices shall be attached to any portion of the Premises and no keys for any gate to the Property (if any) other than those provided by the LICENSOR shall be made. If more than two keys for one lock are desired by the LICENSEE, the LICENSOR may provide the same upon payment by the LICENSEE. Upon termination of this License or of the LICENSEE's possession, the LICENSEE shall surrender all keys (if any) for the Premises.
- (f) The LICENSEE shall not overload any portion of the Premises.
- (g) Except for fuels used in the operations of the permitted vehicles, unless the LICENSOR gives advance written consent in each and every instance, LICENSEE shall not permit to be brought onto the Premises any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or any explosive or other articles hazardous to persons or property, or cause or permit to be handled, placed, treated, held, located, stored or disposed of or otherwise transferred or introduced to the Premises any solid or liquid substance, material or waste which is classified as toxic or hazardous for purposes of any federal, state or local laws, orders or judicial decrees. LICENSEE shall be solely responsible for notifying LICENSOR of all activities and uses occurring on the Premises during the term of LICENSEE's occupancy, of which LICENSEE has reasonable or actual knowledge, which are not in compliance with applicable jurisdictional authorities' regulations relating to hazardous materials, including without limitation the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any toxic, hazardous or intrinsically dangerous waste, material or substance, regardless of whether or not caused by, or within the control of LICENSEE;
- (h) In addition to all other liabilities for breach of any covenant of this Section, including without limitation any and all covenants relating to hazardous materials, the LICENSEE shall pay to the LICENSOR all damages caused by such breach; cure and correct any noncompliance with applicable governmental regulations; perform any and all required environmental or other remedial actions stipulated by authorized civil, judicial or governmental agencies; and shall also pay to the LICENSOR as additional rent an amount equal to any increase in insurance premium or premiums caused by such breach. Any violation of this Section may be restrained by injunction subject to any defense of LICENSEE, which may be imposed by law. The LICENSEE shall be liable to the LICENSOR for all damages resulting from violation of any of the provisions in this Section

- (i) LICENSEE shall cause its employees, contractors, subcontractors, assignees, invitees, licensees and agents to observe and comply with LICENSOR's Rules and Regulations.
- (j) LICENSOR shall not be liable for damages caused with regard to the admission to or exclusion from the Premises of any person or licensee of LICENSEE.
- (k) LICENSOR reserves the right to rescind, add to and amend any rules and regulations, to add new rules and regulations, and to waive any rules or regulations with respect to any Licensee or licensee.

Nothing in this License shall be construed to impose upon the LICENSOR any duty or obligation to enforce provisions of this Section or any rules and regulations hereafter adopted, or terms, covenants or conditions of any other License against any other LICENSEE, and the LICENSOR shall not be liable to the LICENSEE for violation of the same by any other LICENSEE, its servants, employees, agents, visitors or licensees.

20. **HOLDING OVER.** If LICENSEE retains possession of the Premises or any part thereof after the termination of the License Term or any extension, by lapse of time or otherwise, in addition to its rights and remedies provided by law, LICENSOR may, in an election expressed in a written notice to LICENSEE given within thirty (30) days after the commencement of holding over, treat the retention of possession as constituting a renewal of this License, and so bind LICENSEE, on a month-to-month basis on the same terms and conditions as expressed herein. The provisions of this Section do not exclude LICENSOR's rights of re-entry or any other right or remedy provided in this Agreement or allowed by law.

21. **DEFAULT: LICENSOR'S RIGHT AND REMEDIES.**

- (a) If default shall be made in the payment of the rent or any installment thereof or if default shall be made in the payment of any sum required to be paid by LICENSEE under the terms of any other agreement between LICENSOR and LICENSEE and such default shall remain unpaid ten (10) days after the due date, or if default shall be made in the observance or performance of any of the other covenants or conditions in this License which LICENSEE is required to observe and perform and such default shall continue for thirty (30) days after written notice to LICENSEE; or if a default involves a hazardous condition and is not cured by LICENSEE immediately upon written notice to LICENSEE, or if the interest of LICENSEE in this License shall be levied or under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate

reorganization or any similar relief shall be filed by LICENSEE, or if any involuntary petition in bankruptcy shall be filed against LICENSEE under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for LICENSEE or any of the property of LICENSEE by any court and such receiver shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for LICENSEE or any of the property of LICENSEE by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if LICENSEE shall make an assignment for the benefit of creditors, or if LICENSEE shall admit in writing LICENSEE's inability to meet LICENSEE's debts as they mature, then LICENSOR may treat the occurrence of any one or more of the foregoing events as a breach of this License, and thereupon at its option may, with notice or demand to LICENSEE or any other person, have any one or ore of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (i) LICENSOR may terminate this License and the Term created hereby, in which event LICENSOR may forthwith repossess the Premises with process of law, and be entitled to recover forthwith as damages a sum of money equal to the rent to be paid by LICENSOR for the balance of the original Term, plus any other sum of money and damages owed by LICENSEE to LICENSOR under this License.
  
- (ii) LICENSOR may terminate LICENSEE's right of possession with or without process of law, and may repossess the Premises, by taking peaceful possession or otherwise, without terminating this License, in which event LICENSOR may, but shall be under no obligation to, relet the same for the account of LICENSEE, for such rent and upon such terms as shall be satisfactory to LICENSOR. For the purpose of such reletting, LICENSOR is authorized to decorate or to make any repairs. If LICENSOR shall fail to relet the Premises, LICENSEE shall pay to LICENSOR as damages a sum equal to the amount of the rent reserved in this License for the balance of its original Term. If the Premises are relet and sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the other expenses of such reletting and of the rent accruing therefrom to equal or exceed the rent provided for in this License for the balance of its original Term, LICENSEE shall satisfy and pay such deficiency upon demand therefor from time to time. LICENSEE agrees that LICENSOR may file suit to recover any sums falling due under the terms of this section from time to time and that no suit or recovery of any

portion due Licensor hereunder shall be any defense to any subsequent action brought for any amount therefore reduced to judgment in favor of LICENSOR.

- (b) If LICENSOR exercises either of the remedies provided for in subparagraphs (i) and (ii) of section (a) above, LICENSEE shall surrender possession and vacate the Premises immediately and deliver possession thereof to LICENSOR, and LICENSOR, with or without process of law, may then or at any time thereafter re-enter and take complete and peaceful possession of the Premises.
- (c) All property removed from the Premises by LICENSOR pursuant to any provisions of this License or law may be handled, removed or stored by the LICENSOR at the cost and expense of the LICENSEE, and the LICENSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LICENSEE shall pay LICENSOR for all expenses incurred by LICENSOR in such removal and storage charges against such property so long as the same shall be in LICENSOR's possession or under LICENSOR's control.
- (d) In the event that LICENSEE shall be adjudged bankrupt, or a trustee in bankruptcy shall be appointed for LICENSEE, and LICENSOR is precluded from terminating this License due to the Federal Bankruptcy Statute, then LICENSOR and LICENSEE agree, to the extent permitted by law, that the trustee in bankruptcy shall determine, within the lesser of the time frames provided under the applicable bankruptcy law or one hundred and twenty (120) days thereafter, whether to assume or reject this License.
- (e) LICENSEE shall pay all of LICENSOR's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing this License.

22. **ESTOPPEL CERTIFICATE**. Within ten (10) days after demand in writing by LICENSOR in connection with any potential sale or refinancing of the Premises or portion thereof or pursuant to a request from any of LICENSOR's mortgagees or other financial source, LICENSEE shall deliver to LICENSOR or third party designated by LICENSOR, a certificate, stating (if such be the case) that this License is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LICENSEE, the current status of rental payments, and other statements as requested by LICENSOR.

23. **SUBORDINATION.** This License is subordinate to any ground License, any underlying License, and any mortgage encumbering the same or fee title.

24. **NOTICES.** Any notice to be given by either party to the other pursuant to the provisions of this License shall be in writing and shall be given by certified or registered mail, return receipt required, postage prepaid, or by messenger or overnight delivery, or Fax addressed to the party for whom it is intended at the address stated above or at such other address as it may have designated in writing, pursuant to the provisions of this paragraph. Notice shall be deemed received three (3) business days after mailing, unless sent by messenger or overnight delivery, in which case notice shall be deemed received when delivered.

LICENSOR: AMERITECH (Fax # 312-669-2192)  
Corporate Real Estate Department  
425 West Randolph Street, 9th Floor  
Chicago, IL 60606

with a copy to: EQUIS CORPORATION (Fax # 312-424-0150)  
P.O. Box 641338  
Chicago, IL 60664-1338

with a copy to: AMERITECH  
225 West Randolph Street  
27th Floor  
Chicago, IL 60606  
Attention: Legal Department

LICENSEE: City of Lake Geneva (Fax # 262-248-4715)  
626 Geneva Street  
Lake Geneva, Wisconsin 53147  
Attention: City Administrator

25. **COMMERCIAL GENERAL LIABILITY COVERAGE AND OTHER INSURANCE.** LICENSEE agrees, upon acceptance of the Premises, to pay the premiums for commercial general liability insurance (including liability under the safe place statute) insuring LICENSEE in at least the following amounts: two million dollars (\$2,000,000.00) for injuries to any one person, two

million dollars (\$2,000,000.00) for any one accident and two million dollars (\$2,000,000.00) for property damage. All insurance policies shall name LICENSOR as an additional insured. The foregoing coverage's shall be increased as necessary if, in LICENSOR's opinion, they are no longer adequate due to inflation, LICENSEE's activities, substantial increases in recovered liability claims, increased claims consciousness by the public or any combination thereof, by written notice given to LICENSEE. LICENSEE shall deposit with LICENSOR the appropriate policy or certificate evidencing the existence of insurance. All insurance shall contain an endorsement providing that the insurance may not be canceled or materially altered without thirty (30) days prior written notice to LICENSOR from the insurance company sent by certified mail. LICENSOR will accept blanket, umbrella or other coverage equivalent to the foregoing. The limits of LICENSEE's insurance coverage or any evidence of such coverage shall in no manner limit or otherwise alter LICENSEE's responsibilities or obligations under this License.

The term "property damage", which LICENSEE's insurance shall cover, includes, but is not limited to any and all environmental contamination as a result of the Licensee's use of the Licensed Premises, and any obligation that may be required by a governmental entity or a third party to contribute costs towards environmental remediation.

26. **REGULATIONS AND LAWS.** LICENSEE shall consistently and fully observe and comply with any and all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter in force, applicable to the Premises, relating to its use and occupancy or to the making of repairs, or of changes, alterations or improvements, ordinary or extraordinary, including without limitation any applicable regulations pertaining to environmental health and safety, or imposing standards of conduct or liability for the management of hazardous materials. LICENSEE also covenants to comply with any and all rules and regulations applicable to expense, procurement and maintenance of each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the Premises for LICENSEE's business and LICENSEE further agrees to notify LICENSOR of any and all actions, applications, statements, listings, filings, affidavits, pleadings, citations or depositions involving LICENSEE, its agents or assigns which may be submitted to or issued by any civil or governmental agencies responsible for management of toxic or hazardous substances or materials. LICENSEE shall pay all costs, expenses, claims, fines, penalties and damages imposed because of the failure of LICENSEE to comply with this Section and agrees to indemnify LICENSOR from all liability with reference thereto.

27. **HAZARDOUS SUBSTANCES.**

- (a) Hazardous Substances shall mean: Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.
- (b) The Premises are to be used for the purpose set forth in Section 2 hereof only and, specifically, LICENSEE shall not store, use, handle, recycle, or engage in the production or manufacture of Hazardous Substances at the Premises.

As a result of the Licensee's use of the Licensed Premises, LICENSEE agrees to indemnify and hold LICENSOR harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and costs and expenses (including, without limitation, reasonable attorneys' fees), arising directly or indirectly from or out of, or in any way connected with the storage, use, handling, recycling, production or manufacture of any Hazardous Substances by the LICENSEE or any of its employees, agents, or invitees in or about the Premises during the Term of this License, including but not limited to (i) any loss of value of the Premises as a result of the existence of such Hazardous Substance; (ii) claims of third parties (including governmental agencies) for damages, penalties, response costs, injunctive or other relief; and (iii) costs of removal and restoration, including the reasonable fees of attorneys and experts and costs of reporting the existence of any Hazardous Substances described herein to any governmental agency.

28. INTENTIONALLY LEFT BLANK.

29. Intentionally Omitted.

30. INTERFERENCE. LICENSEE shall not use the Premises in any way which interferes with the use by LICENSOR of LICENSOR's other real property either contiguous to or across the street from the Premises, or the provision of services to LICENSOR's customers. Such interference shall be deemed a material breach and upon written notice to LICENSEE, LICENSEE shall be responsible for immediately terminating said interference. In the event any such interference does not cease immediately, the LICENSEE acknowledges that continuing interference may cause irreparable injury and, therefore, LICENSOR shall have the right, in addition to any other rights that it may have pursuant to Section 21, and at law or equity, to bring an action to enjoin such interference, and LICENSEE agrees to pay on demand the amount of all direct and consequential losses, costs, expenses, deficiencies and damages associated with said interference.

31. **REINSTATEMENT AND WAIVER.** No receipt of money by LICENSOR from LICENSEE after the termination of this License or after the service of any notice after the commencement of any suit, or after initial judgment for possession of the Premises shall reinstate, continue or extend the License Term or affect any such notice demand or suit. No waiver of any default of LICENSEE hereunder shall be implied from any omission by the LICENSOR to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only from the time and to the extent therein stated.

32. **LICENSOR'S RIGHT TO PERFORM LICENSEE'S DUTIES.** If LICENSEE fails timely to perform any of its duties under this License, LICENSOR shall have the right (but not the obligation), after (except in an emergency) the expiration of the grace period, if any, elsewhere under this License expressly granted to LICENSEE for the performance of such duty, to perform such duty on behalf of and at the expense of LICENSEE without further prior notice to LICENSEE, and all sums expended or expenses incurred by LICENSOR in performing such duty shall be deemed to be further additional rent under this License and shall be due and payable immediately upon demand by LICENSOR.

33. **TITLE.** LICENSOR's title is and always shall be paramount to the title of LICENSEE, and nothing herein contained shall empower LICENSEE to do any act which shall or may encumber such title.

34. **QUIET ENJOYMENT.** LICENSOR covenants that so long as LICENSEE shall duly perform and observe all obligations herein assumed by it, LICENSEE shall at all times during the term of this License and any extensions peaceably and quietly have, hold and enjoy the Premises free from hindrance by LICENSOR or any party claiming by, through or under LICENSOR, subject to any limitations on such rights contained in this License.

35. **ENTIRE AGREEMENT.** This License and the attached Exhibit(s) contain the entire agreement between LICENSOR and LICENSEE concerning the Premises and there are no other agreements, either oral or written. No amendment is binding unless in writing, signed by LICENSOR and LICENSEE.

36. **BINDING EFFECT.** Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of LICENSOR and LICENSEE and their respective heirs, legal representatives, successors and assigns in the event this License has been assigned with the express written consent of LICENSOR.

37. **TIME OF THE ESSENCE.** Time is of the essence of this License and of all provisions hereof.

38. **INTEREST.** All amounts (unless otherwise provided) owed by LICENSEE to LICENSOR under this Agreement shall be paid within thirty (30) days from the date LICENSOR renders a statement. All amounts (including rent) shall bear interest from the date due until the date paid at the rate of twelve percent (12%) per annum but not more than such maximum rate as shall be permitted by law.

39. **CAPTIONS.** The captions in this License are inserted only as matters of convenience and for reference, and no way define, limit, expand, or construe the scope or intent of the various provisions, terms or conditions hereof.

40. **GOVERNING LAW.** The License shall be governed and construed in accordance with the laws of the state in which the Premises are located.

41. **SEVERABILITY OF PROVISIONS.** If any term, covenant or condition of this License or the application to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected and each term, covenant or condition of this License shall be valid and be enforced to the maximum extent permitted by law.

42. **LITIGATION/ARBITRATION COSTS.** In the event of litigation or arbitration, the unsuccessful party shall pay to the successful party costs and expenses, including reasonable attorneys fees.

43. **LICENSE CONSTRUCTION.** The License shall not be construed more strictly against one party merely because that party or its counsel prepared the License document.

44. **LIABILITY.** Any obligation or liability of LICENSOR shall be limited to and satisfied only out of LICENSOR's interest in the Premises.

45. **LICENSEE'S WARRANTY TO NOT COMPETE.**

LICENSEE represents and warrants that it is not, and will not be during the term of this License, affiliated with or owned by, in whole or in part, a competitor of the LICENSOR or of Ameritech Corporation or of any parent, subsidiary, or other affiliate of LICENSOR or Ameritech Corporation, nor is LICENSEE nor will LICENSEE be in a business that is directly, or indirectly, in competition with LICENSOR or Ameritech Corporation or of any parent, subsidiary, or other affiliate of either.

46. **RECORDING.** The LICENSEE may not record this License or a Memorandum of License.

47. **BROKERS.** Licensor and Licensee each hereby represents to the other that they have not dealt with any other real estate broker in connection with this License. Each of the parties hereto shall indemnify and hold the other harmless from any and all losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred as a result of an alleged breach of the foregoing representation.

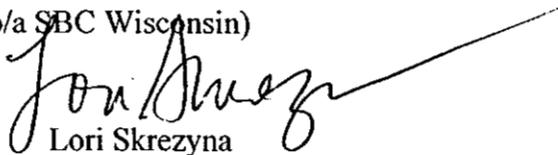
48. **SUBMISSION.** Submission of this License by LICENSOR or LICENSOR's agent, or their respective agents or representatives, to LICENSEE for examination and/or execution shall not in any manner bind LICENSOR and no obligations on LICENSOR shall arise under this License unless and until this License is fully signed and delivered by LICENSOR and LICENSEE; provided, however, the execution and delivery by LICENSEE of this License to LICENSOR or LICENSOR's agent, or their respective agents or representatives, shall constitute an irrevocable offer by LICENSEE to License the Premises on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery.

IN WITNESS WHEREOF, the parties have executed this License on the day and year indicated above.

LICENSOR:

WISCONSIN BELL, INC.  
(d/b/a SBC Wisconsin)

By:

  
Lori Skrezyna

Its: Regional Manager of Transactions

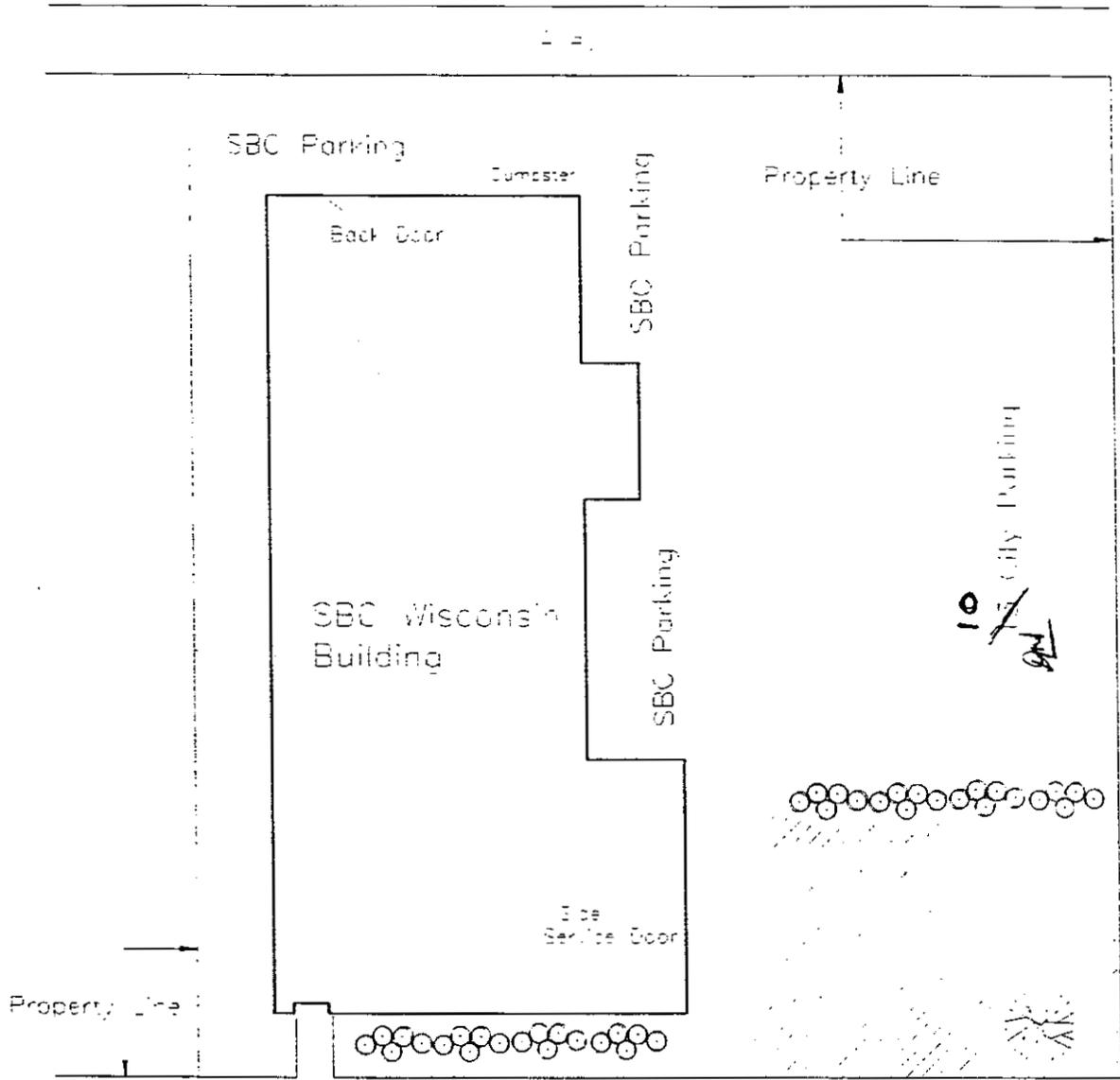
LICENSEE:

Dennis E. Jordan  
City of Lake Geneva.

A Wisconsin Governmental organization

Enabling Ordinance \_\_\_\_\_

71206  
Lake Geneva Central Office  
845 Main Street



- Legend:
-  Trees
  -  Shrubs
  -  Grass



EXHIBIT A



**OFFICE OF THE CITY CLERK**

LANA KROPP  
626 Geneva Street  
Lake Geneva, WI 53147  
262.249.4092 • cityclerk@cityoflakegeneva.com

Date: August 3, 2018  
To: Finance, License, and Regulation Committee  
Re: ShoreTel Phone System- Technical Service Quotation

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The Finance, License, and Regulation Committee is being asked to recommend approval of a quote with CDW-G which would provide one year of technical support for the ShoreTel Phone system that is used by all City departments.

Our IT Director for the City, Jeff Miskie, offered this statement to justify the purchase:

*“The quote from CDW-G is to provide technical support directly from ShoreTel for the city wide phone system. This support includes help with configuration changes, troubleshooting and software updates to the system’s principal hardware and server. It does not include individual phones which are cheaper to back up using spares. Costs are to be shared with the Utility Commission.*

*To date, our need for support has been minimal but the risk of having no support could render part or all of the city’s phone system unusable.*

*ShoreTel was recently purchased by Mitel, a long standing competitor of ShoreTel. To date, Mitel has pledged ongoing support to ShoreTel’s large existing customer base. For this reason I am recommending the support term be limited to 1 year which would allow the city flexibility to find alternative support with a third party provider should Mitel prove to be less than adequate.”*

Please feel free to contact me with any questions.

*Lana Kropf*

# QUOTE CONFIRMATION



**DEAR JEFF MISKIE,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



**ACCOUNT MANAGER NOTES:** 1 year

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JXLS598	7/17/2018	JXLS598	5178148	<b>\$6,439.16</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MITEL 1Y SHORECARE NO PHONES</a>	7076	1800560	\$0.91	\$6,439.16
Mfg. Part#: 95111				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
Contract: Wisconsin Counties Association				

PURCHASER BILLING INFO		SUBTOTAL	\$6,439.16
<b>Billing Address:</b> CITY OF LAKE GENEVA ACCTS PAYABLE 626 GENEVA ST LAKE GENEVA, WI 53147-1914 <b>Phone:</b> (262) 248-3673 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	<b>\$6,439.16</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF LAKE GENEVA JEFF MISKIE 626 GENEVA ST LAKE GENEVA, WI 53147-1914 <b>Phone:</b> (262) 248-3673 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Neal Zolt		(866) 843-0749		nealzol@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**CITY OF LAKE GENEVA**  
**Shore-Tel Phone System Support**  
**Vendor: CDW Government Inc.**

This is an annual contract renewal. The contract expired at the end of May and the City was given a 30 day grace period. The contract was not paid, so there is a reinstatement fee of \$542.16.

The following is a history of the payments made to CDW on an annual basis for the Shore-Tel phone system support.

<b>Year</b>	<b>Total Amount</b>	<b>City Portion</b>	<b>Utility Portion</b>	<b>Reinstatement Fee</b>	
2018	\$ 6,439.16	\$ 4,717.60	\$ 1,179.40	\$ 542.16	Proposed amount for approval
2017	\$ 5,886.00	\$ 4,708.80	\$ 1,177.20	\$ -	
2016	\$ 5,356.26	\$ 4,285.01	\$ 1,071.25	\$ -	
2015	\$ -	\$ -	\$ -	\$ -	First Year included in installation price

## USE AGREEMENT

This Use Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Ice Castles, LLC, a limited liability company organized in the State of Utah hereinafter referred to as “User” and City of Lake Geneva, a municipal corporation in the State of Wisconsin, hereinafter referred to as “Owner.”

WHEREAS, Owner is willing, subject to City Council approval, to make available certain land and other real property in City of Lake Geneva, known as the Riviera Beach more particularly described in Exhibit “A” attached hereto and made a part hereof, together with certain improvements thereon (collectively the “Premises”);

WHEREAS, User creates, maintains and operates castle-like structures made of water and ice with walking paths inside (“Ice Castles”). User charges visitors a fee to visit the Ice Castles.

WHEREAS, User desires to use the Premises to create, maintain and operate an Ice Castle at the Premises upon the terms and conditions set forth herein.

WHEREAS, Owner is willing to allow User to create, maintain and operate an Ice Castle on the Premises in exchange for payments and reimbursements per conditions set forth herein.

NOW THEREFORE, in consideration of the promises herein recited and the covenants, conditions and agreements set forth herein User and Owner agree as follows:

- USE. Owner hereby permits, subject to town approval, User to create, maintain and operate an Ice Castle and its related activities on the Premises, for the Term and upon the conditions hereinafter provided.
- TERM OF USE. User shall be permitted to use the Premises from October 1, 2018 through April 30, 2019 (the "Term"), with limited access by User in May 2019 if needed, as mutually agreed to by the Parties.
- COMPENSATION. User shall pay to the Owner for usage of electricity. In addition the Lake Geneva Tourism Commission shall pay for water up to \$5,000 and User to pay the Owner for the cost in excess of \$5,000 for the water needed for User’s operations. The Lake Geneva Tourism Commission shall reimburse the Owner for Owner’s application fees and staff cost in the amount of \$20,000 in support of the User’s operation. Said fee does not include the cost of extra plowing and removal of excess ice that may form as a result of User’s operations.
- USE OF PREMISES. User shall use the Premises only for the creation, maintenance and operation of one Ice Castle. User shall have a non-exclusive use of the Premises throughout the Term. Use of the premises is contingent upon User obtaining all necessary approvals and permits for its operation from the Wisconsin Department of Natural Resources.

- SCHEDULE OF EVENT: User's operation is weather dependent and out of Users control and the dates set forth below may change based on weather patterns. The dates set forth in this section may change and are included only to provide an example timeframe that User has seen in the past.
  - Early October: User will set up infrastructure to make ice. This includes laying out irrigation pipe, setting up water manifold, setting up trailers and other equipment and so forth.
  - November – December: User expects to create the Ice Castle out of ice.
  - December – Early March: User expects to be open to the public.
  - April 1: Exhibit will be closed to the public and User will remove lighting elements and as much irrigation material as possible from the ice.
  - End of April: User will dismantle the ice walls to expedite melting. Ice melts and User removes any items from the ice that may be frozen within. (Meaning of this clause is unclear.)

In the event that all of the ice is not melted by April 30, 2019 due to weather patterns and temperatures, User shall not be considered to be in default of this contract.

- ACCESS; SNOW PLOWING. Owner shall be responsible for providing snow plowing of the main parking area during User's operations and User shall reimburse Owner for the cost of extra plowing and removal of excess ice that may form as a result of User's operations.
- ACCESSIBILITY. User shall comply with all applicable federal, state and local accessibility requirements to ensure access to the Premises and Ice Castle by all interested visitors.
- CONDITION OF PREMISES. The Premises is not designed for the use provided for herein. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Owner as to the condition of the Premises. The taking of possession of the Premises by User shall be conclusive evidence that User accepts the Premises "as is". In no event shall Owner be liable for any defect in the Premises.
- MAINTENANCE OF PREMISES. User shall keep and maintain the Premises and all improvements in a safe, sanitary, and attractive condition, in good repair, and shall restore and yield the same back to Owner upon the termination of this Agreement in such condition and repair as shall exist at the commencement of this Agreement. User shall not damage or cause waste to the Premises and shall maintain all areas of the Premises in a safe, sanitary, functional and orderly condition at all times, free of refuse and objectionable noises, odors or nuisances, including drainage and run-off resulting from the creation, maintenance and operation of the Ice Castle.

- SIGNS. User may place signage on the Premises advertising its activities. All signage must be in compliance with City Code and ordinances, and be approved in advance by Owner.
- ALTERATION OR IMPROVEMENT; LIENS. All structures and equipment installed on the Premises shall be approved in advance by the Owner and User shall obtain any required permits or licenses, including building permits, necessary for such structures or equipment. Any alterations, additions and improvements which may be made or installed by User shall be removed from the Premises upon termination of this Agreement. If User fails to remove any alterations, additions, improvements, equipment or personal property upon termination of this Agreement, Owner may remove and dispose of such items in Owner's sole discretion. User will reimburse Owner for all costs incurred by Owner to remove and dispose of such items. User covenants and agrees to keep the Premises and improvements situated thereon free and clear of any and all liens in any way arising out of its use and will indemnify and save Owner harmless from any and all such liens which may arise by reason of alterations or improvements made by User.
- RIGHT TO ENTER. Owner, its agents and representatives may at any and all reasonable times during the day and night enter to view and inspect the Premises, or to clean and maintain the same, or to make repairs, or to make such improvements or changes in the Premises as Owner may deem proper. Should any such repairs or improvements need to be made, Owner shall coordinate with User so as not to disrupt Users use of the Premises. There shall be no diminution of compensation or liability by reason of inconvenience, annoyance or injury to business on account of any such entry or acts by Owner, its agents or representatives.
- DAMAGE. If it is established that any portion of the Premises, surrounding landscape or parking lot is damaged by the act or failure to act of User, its employees, agents, or visitors during the term of this Agreement, beyond normal wear and tear, User will be responsible to repair and restore the damaged areas to the condition in which such areas were before User took possession. A \$5,000 refundable damage deposit shall be paid to Owner upon execution of this agreement to be drawn upon should damage occur that is not properly remediated by User.
- INDEMNIFICATION. User shall assume all risks incident to or in connection with its uses of the Premises and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the Premises and shall indemnify, defend and save harmless Owner, its officers, agents, employees, contractors and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of User's uses of the Premises, or resulting from the carelessness, negligence or improper conduct of User, or any of its agents or employees. User further agrees to indemnify Owner for and hold Owner harmless from any and all claims, demands, actions and causes of action of any kind or description whatsoever which may arise from

Users use of the Premises, including any and all costs and attorney's fees incurred by Owner in defending any such claims.

- **INSURANCE.** User shall maintain in force during the entire Term of this Agreement, general liability insurance for both personal injury and property damage, in the amount of \$5,000,000. In addition, User shall maintain in force during the entire Term of this Agreement a policy or policies insuring the Premises against loss by fire and other perils in the amount of the full insurable value thereof. All such insurance shall name the Owner as an additional insured. All such insurance shall be effective under a valid and enforceable policy or policies, with terms acceptable to Owner, issued by an insurer of recognized responsibility approved by Owner upon submission of the policy or policies to Owner at least ten (10) days prior to the effective date or any renewal date as the case may be.
- **DEFAULT AND TERMINATION.** Any failure of User to perform pursuant to this Agreement shall constitute a Default. Upon any such Default, Owner shall provide written notice to User detailing the Default. User shall have fifteen days from receipt of the notice to cure the Default, unless such Default cannot be remedied within 15 days because of weather, acts of God, or other circumstances out of Users control. If User fails to cure the noticed Default within the provided time, this Agreement shall automatically terminate and User after having received 5 days written notice of termination from Owner, will cease all operations on the Premises, remove lighting elements and irrigation materials from the ice, dismantle the ice walls, and ensure the safety of the public until the ice structure is completely removed from the premises.
- **NOTICE.** All notices required herein shall be in writing and delivered personally, or by certified mail return receipt to the address as shown below and, if mailed, are effective as of the date of mailing:

**User:**  
Ice Castles, LLC  
Attn: Kyle Standifird  
1054 East 300 North  
American Fork, UT 84003

**Owner:**  
City of Lake Geneva  
City Clerk  
626 Geneva St.  
Lake Geneva, WI 53147

- **AGREEMENT.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall not be amended or modified except in writing signed by the parties. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein. This is a Wisconsin contract and shall be construed according to the laws of Wisconsin.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year aforesaid.

**ICE CASTLES, LLC**

---

Kyle Standifird, Manager

---

Tom Hartz, Mayor

**Exhibit "A"**

Description of Property:

## USE AGREEMENT

This Use Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Ice Castles, LLC, a limited liability company organized in the State of Utah hereinafter referred to as “User” and City of Lake Geneva ~~is an incorporated local general purpose unit of government, a municipal corporation~~ in the State of Wisconsin, hereinafter referred to as “Owner.”

WHEREAS, Owner is willing, subject to ~~town~~ City Council approval, to make available certain land and other real property in City of Lake Geneva, known as the Riviera Beach more particularly described in Exhibit “A” attached hereto and made a part hereof, together with certain improvements thereon (collectively the “Premises”);

WHEREAS, User creates, maintains and operates castle-like structures made of water and ice with walking paths inside (“Ice Castles”). User charges visitors a fee to visit the Ice Castles.

WHEREAS, User desires to use the Premises to create, maintain and operate an Ice Castle at the Premises upon the terms and conditions set forth herein.

WHEREAS, Owner is willing to allow User to create, maintain and operate an Ice Castle on the Premises in exchange for payments and reimbursements per conditions set forth herein.

NOW THEREFORE, in consideration of the promises herein recited and the covenants, conditions and agreements set forth herein User and Owner agree as follows:

- **USE.** Owner hereby permits, subject to town approval, User to create, maintain and operate an Ice Castle and its related activities on the Premises, for the Term and upon the conditions hereinafter provided.
- **TERM OF USE.** User shall be permitted to use the Premises from October 1, 2018 through April 30, 2019 (the “Term”), with limited access by User in May 2019 if needed, as mutually agreed to by the Parties.
- **COMPENSATION.** User shall pay to the Owner for usage of electricity. In addition the Lake Geneva Tourism Commission shall pay for water up to \$5,000 and User to pay the Owner for the cost in excess of \$5,000 for the water needed for User’s operations. The Lake Geneva Tourism Commission shall reimburse the Owner for Owner’s application fees and staff cost in the amount of \$20,000 in support of the User’s operation. ~~Said fee does not include the cost of extra plowing and removal of excess ice that may form as a result of User’s operations.~~
- **USE OF PREMISES.** User shall use the Premises only for the creation, maintenance and operation of one Ice Castle. User shall have ~~mutual~~ non-exclusive use of the Premises throughout the Term. Use of the premises is contingent upon User obtaining all

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[necessary approvals and permits for its operation from the Wisconsin Department of Natural Resources.](#)

- **SCHEDULE OF EVENT:** User's operation is weather dependent and [out of Users control and](#) the dates set forth below ~~will certainly may~~ change based on weather patterns ~~that User cannot control.~~ The dates set forth in this section ~~will may~~ change and are included only to provide an example timeframe that User has seen in the past.
  - Early October: User will set up infrastructure to make ice. This includes laying out irrigation pipe, setting up water manifold, setting up trailers and other equipment and so forth.
  - November – December: User expects to create the Ice Castle out of ice.
  - December – Early March: User expects to be open to the public.
  - April 1: ~~Remove~~[Exhibit will be closed to the public and User will remove](#) lighting elements and as much irrigation material as possible from the ice.
  - End of April: User will dismantle the ice walls to expedite melting. Ice melts and User removes any items from the ice that may be frozen within. [\(Meaning of this clause is unclear.\)](#)

In the event that all of the ice is not melted by April 30, 2019 due to weather patterns and temperatures, User shall not be considered to be in default of this contract.

- **ACCESS; SNOW PLOWING.** Owner shall be responsible for providing snow plowing of the main parking area during User's operations and User shall reimburse Owner for the cost of extra plowing ~~associated with the operations. This shall include~~ [and removal of excess](#) ice that may form as a result of User's operations.
- **ACCESSIBILITY.** User shall comply with all applicable federal, state and local accessibility requirements to ensure access to the Premises and Ice Castle by all interested visitors.
- **CONDITION OF PREMISES.** The Premises is not designed for the use provided for herein. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the Owner as to the condition of the Premises. The taking of possession of the Premises by User shall be conclusive evidence that User accepts the Premises "as is". In no event shall Owner be liable for any defect in the Premises.
- **MAINTENANCE OF PREMISES.** User shall keep and maintain the Premises and all improvements in a safe, sanitary, and ~~sightly~~[attractive](#) condition, in good repair, and shall restore and yield the same back to Owner upon the termination of this Agreement in such condition and repair as shall exist at the commencement of this Agreement. User shall not damage or cause waste to the Premises and shall maintain all areas of the Premises in a safe, sanitary, functional and orderly condition at all times, free of refuse and objectionable noises, odors or nuisances, including drainage and run-off resulting from the creation, maintenance and operation of the Ice Castle.

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~~• FOOD. User shall have the exclusive right, either of itself or through its partners, to offer food and beverages for sale on the Premises. ~~\*\*will need to discuss with User\*\*~~~~

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- SIGNS. User may place signage on ~~and off~~ the Premises advertising its activities ~~on the Premises~~. All signage must be in compliance with City Code and ordinances, and be approved in advance by Owner.
- ALTERATION OR IMPROVEMENT; LIENS. All structures and equipment installed on the Premises shall be approved in advance by the Owner and User shall obtain any required permits or licenses, including building permits, necessary for such structures or equipment. Any alterations, additions and improvements which may be made or installed by User shall be removed from the Premises upon termination of this Agreement. If User fails to remove any alterations, additions, improvements, equipment or personal property upon termination of this Agreement, Owner may remove and dispose of such items in Owner's sole discretion. User will reimburse Owner for all costs incurred by Owner to remove and dispose of such items. User covenants and agrees to keep the Premises and improvements situated thereon free and clear of any and all liens in any way arising out of its use and will indemnify and save Owner harmless from any and all such liens which may arise by reason of alterations or improvements made by User.
- RIGHT TO ENTER. Owner, its agents and representatives may at any and all reasonable times during the day and night enter to view and inspect the Premises, or to clean and maintain the same, or to make repairs, or to make such improvements or changes in the Premises as Owner may deem proper. Should any such repairs or improvements need to be made, Owner shall coordinate with User so as not to disrupt Users use of the Premises. There shall be no diminution of compensation or liability by reason of inconvenience, annoyance or injury to business on account of any such entry or acts by Owner, its agents or representatives.
- DAMAGE. If it is established that any portion of the Premises, surrounding landscape or parking lot is damaged by the act or failure to act of User, its employees, agents, or visitors during the term of this Agreement, beyond normal wear and tear, User will be responsible to repair and restore the damaged areas to the condition in which such areas were before User took possession. A \$5,000 refundable damage deposit shall be paid to Owner upon execution of this agreement to be drawn upon should damage occur that is not properly remediated by User.
- INDEMNIFICATION. User shall assume all risks incident to or in connection with its uses of the Premises and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the Premises and shall indemnify, defend and save harmless Owner, its officers, agents, employees, contractors and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of User's uses of the Premises, or resulting from the carelessness, negligence or improper conduct of User, or any of its agents or employees. User further agrees to

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indemnify Owner for and hold Owner harmless from any and all claims, demands, actions and causes of action of any kind or description whatsoever which may arise from Users use of the Premises, including any and all costs and attorney's fees incurred by Owner in defending any such claims. ~~Owner agrees to indemnify and hold User harmless from any and all claims, demands, actions and causes of action of any kind or description whatsoever which may arise from Owner's use of the Premises during the Term.~~

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- **INSURANCE.** User shall maintain in force during the entire Term of this Agreement, general liability insurance for both personal injury and property damage, in the amount of \$5,000,000. In addition, User shall maintain in force during the entire Term of this Agreement a policy or policies insuring the Premises against loss by fire and other perils in the amount of the full insurable value thereof. All such insurance shall name the Owner as an additional insured. All such insurance shall be effective under a valid and enforceable policy or policies, with terms acceptable to Owner, issued by an insurer of recognized responsibility approved by Owner upon submission of the policy or policies to Owner at least ten (10) days prior to the effective date or any renewal date as the case may be.

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- **DEFAULT AND TERMINATION.** Any failure of User to perform pursuant to this Agreement shall constitute a Default. Upon any such Default, Owner shall provide written notice to User detailing the Default. User shall have fifteen days from receipt of the notice to cure the Default, unless such Default cannot be remedied within 15 days because of weather, acts of God, or other circumstances out of Users control. If User fails to cure the noticed Default within the provided time, this Agreement shall automatically terminate ~~and User after having received 5 days written notice of termination from Owner, will cease all operations on the Premises, remove lighting elements and irrigation materials from the ice, dismantle the ice walls, and ensure the safety of the public until the ice structure is completely removed from the premises.~~

- **NOTICE.** All notices required herein shall be in writing and delivered personally, or by certified mail return receipt to the address as shown below and, if mailed, are effective as of the date of mailing:

**User:**

Ice Castles, LLC  
Attn: Kyle Standifird  
1054 East 300 North  
American Fork, UT 84003

**Owner:**

City of Lake Geneva  
City Clerk  
626 Geneva St.  
Lake Geneva, WI 53147

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- ~~**AUDIT DISCLOSURE AND DATA PRACTICES.** Any reports, information, data, etc. given to, or prepared or assembled by User under this Agreement including the amount paid in rent shall not be made available to any individual or organization without User's prior written approval.~~

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- **AGREEMENT.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall not be amended or modified except in

writing signed by the parties. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein. This is a New HampshireWisconsin contract and shall be construed according to the laws of New HampshireWisconsin.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year aforesaid.

**ICE CASTLES, LLC**

\_\_\_\_\_  
Kyle Standifird, Manager

\_\_\_\_\_  
Tom Hartz, Mayor

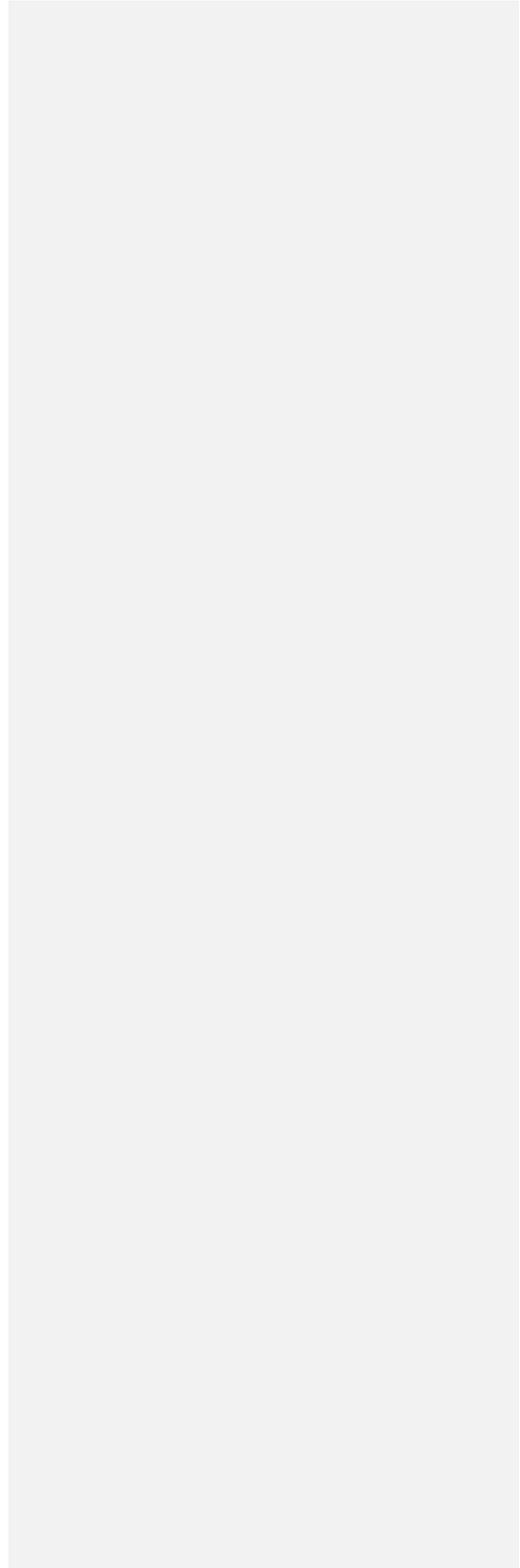
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**Exhibit "A"**

Description of Property:



8

**Riviera Internet Option 1  
Spectrum Installation Directly to Riviera**

#	Item	Description	Quan	Unit \$	Extended
1	Spectrum Installation	Onetime installation fee to Spectrum for cable burial	1	\$6,000	\$6,000
2	Internal Wifi Access Point	Hotspot for Riviera Ballroom	1	\$148	\$148
3	Labor	Estimated Labor for project	1	\$150	\$150

**\$6,298**

**Riviera Internet Option 2  
Spectrum Installation to Library with Microwave Link to Riviera**

#	Item	Description	Quan	Unit \$	Extended
1	Spectrum Installation	Onetime installation fee to Spectrum modem install	1	\$99	\$99
2	Ubiquiti 5 Ghz NBE-5AC-Gen2	Microwave Link from Library to Riviera	2	\$120	\$240
3	internal Wifi Access Point	Hotspot for Riviera Ballroom	1	\$148	\$148
4	Labor	Estimated Labor for project	1	\$400	\$400

**\$887**

This second option would eliminate the high underground installation cost by delivering Spectrum service to the east end of the Library and using a low cost point to point microwave link to bring that service to the Riviera. Bandwidth on the microwave link may be used in the future for other traffic including video and security uses

**Recurring Monthly Expense**

**LGTC Donation**

First year promotional pricing	100 mb/s Downstream 10 mb/s upstream*	59.95
After 1 year promo ends		84.99

First year promotional pricing	200mb/s Downstream 15 mb/s upstream	109.99
After 1 year promo ends	(est)	134.99

First year promotional pricing	300 mb/s Downstream 20 mb/s upstream	249.99
After 1 year promo ends	(est)	274.99

Service	3,500
Install	1,000
<b>Total</b>	<b>4,500</b>

Recommend starting with the 100 down / 10 up level of service. If additional speed is necessary it can be easily increased in the future without a service call.

9

**Update from Tourism Entity (Visit Lake Geneva) on Promotional Activity, Calendar, and Hotel Performance**

Monthly report was shared by Svitak. Their website is up, but they've come to a lull. There was a lot of confusion with Winterfest with the marketing of the weekends, and Svitak reported the Abominable Snow Race would not be coming back next year. Visitor Center walk-ins were up 36% (on avg. or a 100 people a day).

**Update from the Lake Geneva Business Improvement District (BID) on Events and Activity**

Bridget working with the Mayor in developing a Business Welcoming Packet to be completed and out by the end of the month. Leech mentioned that the BID is a member of Connect Communities and is open and available to all programs referenced in his handout.

**Discussion/Action on Room Tax Dollars Collected, Financials, Budget, and Disbursements**

Administrator Oborn shared his report.

**Discussion/Action on Tourism Municipal Development including:**

**a. Cooperative Convention Center**

**ii. Discussion / Action on Cooperative Convention Center as alternative to BID proposal (Library, Horticulture Hall, Hotels in City, Riviera, Museum, Geneva Theater, YMCA as possible partners)**

Recommended that Carstensen will revise the existing contract for an independent contractor to represent the City of Lake Geneva/Tourism Commission for hotels and space use for the Cooperative Convention Center, review with Dan Draper, and bring back to next month's meeting.

**b. The Riviera Building**

**i. Internet Wi-Fi discussion / action**

Quote of \$1,000 + \$500 to support IT for AT&T was considered too slow of a speed. Oborn will bring the Spectrum and Dish option cost to the next meeting. Isotopet Networks - Satellite company in Lake Geneva (Chris Gelting will get information)

**iii. Creating a virtual tour for the Riviera to help sell/promote the space**

Carstensen motion to spend up to \$500 creating on a virtual tour of the Riviera to promote the space based on Charlie Lorenzi getting quotes, second by Gelting. Motion carried unanimously.

**Future agenda items and next meeting date July 11, 2018**

Santa Cause, Frog Hop, Riviera Internet agenda items continued to next month.

**Adjourn**

Ald. Hedlund motion to adjourn at 6:51 pm, second by Gelting. Motion carried 6-0.

# **City of Lake Geneva**

## **2019 Budget Process Schedule**

<b>Tuesday, August 7, 2018</b> <b>6:00 PM</b>	<b><u>Regular Finance, License, and Regulation Committee (FLR) Meeting</u></b> - review Timeline and Goals (modify if necessary)
<b>Monday, August 13, 2018</b> <b>6:00 PM</b>	<b><u>Regular City Council Meeting</u></b> - Approve Timeline and Goals (modify if necessary)
<b>Tuesday, August 14, 2018</b>	Administrator's staff meeting to notify Department Heads of Budget due dates and guidelines
<b>Friday, September 21, 2018</b>	Department 2019 Budget Requests due to City Finance Director
<b>Thursday, September 27, 2018</b> <b>9:00 am – 11:00 am</b>	<b><u>Special FLR Meeting (Council Chambers)</u></b> : Department Budget Request Presentations <b>9:00 Library 9:20 Parking 9:40 Court 9:50 Clerk 10:00 PW/Streets/Parks/Cemetery ? Other Departments</b>
<b>Thursday, September 27, 2018</b> <b>1:00 pm – 3:00 pm</b>	<b><u>Special FLR Meeting (Council Chambers)</u></b> : Department Budget Request Presentations <b>1:00 Fire 1:30 Police/ Emergency Mgmt 2:15 Bldg &amp; Zoning 2:30 Administrator 2:45 Finance/Attorney ? Other Departments</b>
<b>Thursday, September 27, 2018</b> <b>4:00 pm – 6:00 pm</b>	<b><u>Special FLR Meeting (Council Chambers)</u></b> : Budget Request Presentations (if necessary) <b>4:00 Historic Preservation 4:15 Geneva Lake Level 4:30 GLEA 4:45 Tourism 5:00 YMCA 5:15 Museum 5:30 BID 5:45 Geneva Lake Use ? Other Departments</b>
<b>Tuesday, October 2, 2018</b>	Compile/review all Budget requests by Administrator, Finance Director, Mayor, and FLR Chair
<b>Tuesday, October 2, 2018</b> <b>6:00 pm</b>	<b><u>Regular FLR Meeting</u></b> – Presentation of Initial Total Proposed Budget
<b>Tuesday, October 9, 2018</b> <b>5:00 pm</b>	<b><u>Special FLR Meeting</u></b> – Budget Workshop/Review and Recommendation
<b>Tuesday, October 16, 2018</b> <b>6:00pm</b>	<b><u>Regular FLR Meeting</u></b> – Budget Review and Recommendation
<b>Monday, October 23, 2018</b> <b>5:00 pm</b>	<b><u>Special FLR Meeting</u></b> – Budget Workshop/Review
<b>Monday, October 29, 2018</b> <b>6:00pm</b>	<b><u>Special City Council</u></b> – approve Budget Summary to publish (preliminary budget on website)
<b>Friday, November 2, 2018</b>	Deadline to newspaper for publishing Budget Summary
<b>Thursday, November 8, 2018</b>	Publication Date for the Budget Summary
<b>Monday, November 26, 2018</b> <b>6:00pm</b>	<b><u>Regular Council Meeting with a Public Hearing</u></b> for the 2019 City Budget

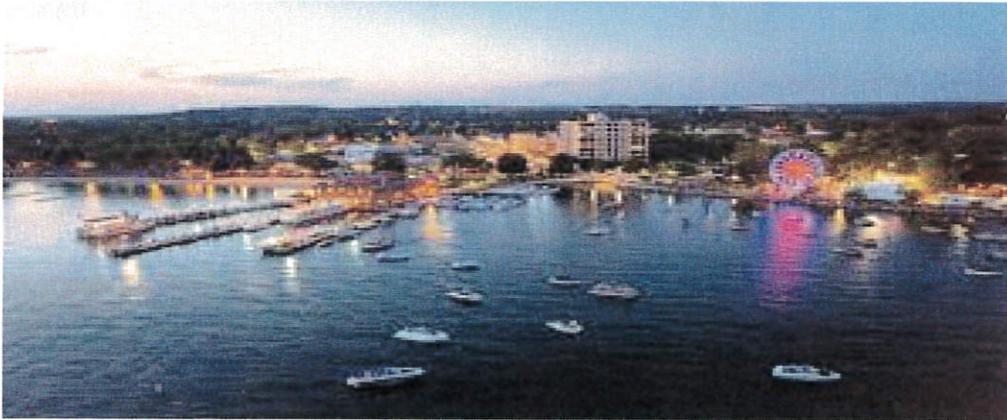
*Adopted ???*

City of Lake Geneva  
2019 Budget Goals

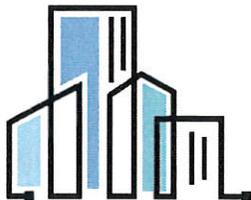
Draft for Finance, License, and Regulation Committee Consideration on August 7, 2018

1. No Property Tax increase above Net New Construction Rate
2. Balanced Budget with Contingency
3. Increase all employees (except management) pay 1%
4. All employees except management may receive up to an additional 2% merit pay raise
5. Increase all management pay 2%
6. Lower Employee Health Benefit Costs while maintaining a high level of service
7. Evaluate Recreation Services Options
8. Complete Transition of Utility Commission Finances to City Hall
9. Accurately allocate costs between General Fund and Water/Sewer Funds
10. Improve Parking infrastructure and equipment to improve efficiency and customer service
11. Review and update Capital Needs
12. Review and update Equipment Replacement Fund
13. Conduct facilities needs assessment
14. Complete Comprehensive Plan 10 year update
15. Explore regional cost sharing

# City of Lake Geneva, Wisconsin

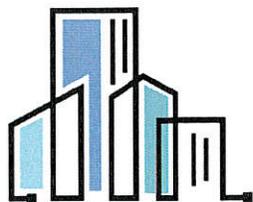


## City Administrator Recruitment



*Public Administration Associates, LLC*

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## *Public Administration Associates, LLC*

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1155 W. South Street  
Whitewater, WI 53190  
262.903.9509  
[kevin.brunner1013@gmail.com](mailto:kevin.brunner1013@gmail.com)

July 19, 2018

Mayor Tom Hartz  
City of Lake Geneva  
Lake Geneva City Hall  
626 Geneva Street  
Lake Geneva, WI 53147

Dear Mayor Hartz:

It was great pleasure to meet with you earlier today to discuss Lake Geneva's upcoming interim city administrator and city administrator recruitment needs. I am herewith submitting our proposal to assist Lake Geneva in the recruitment of a new city administrator as well as to provide interim administrator services.

Since 1998, Public Administration Associates (PAA) has conducted over 250 executive searches for over 120 Wisconsin municipalities. We have not had the privilege of serving Lake Geneva, however, and would truly relish that opportunity. What follows is information about our company and the assistance that we would bring, if desired. Please feel free to visit our website at [www.public-administration.com](http://www.public-administration.com).

Public Administration Associates is dedicated to encouraging professional municipal administration and to assist local governments in that endeavor. Bill and Denise Frueh as well as Dr. Stephen Hintz formed Public Administration Associates in 1998. I joined the firm in 2015 and became its president earlier this year. A description of our company and the benefits it has to offer governmental entities is included in our proposal. I will serve as the lead consultant for this project and will be assisted by Dr. Stephen Hintz.

In the last year, I have competed the recruitment of new managers/administrators for eight small Wisconsin communities (Marshall, Lawrence, Greenville, Buchanan, Little Chute, Marinette, Durand and Mauston) that are similar in size and operations to Lake Geneva. PAA Associates Bill and Denise Frueh and Dt. Stephen Hintz have conducted successful searches for the Village of Germantown, City of Lancaster and Village of North Fond du Lac in the last year as well. As such, we have a very good understanding of the current needs of Wisconsin municipal government

leadership as well as a familiarity with some outstanding potential candidates that we have already vetted for these other administrator positions. This recent experience coupled with our firm's network of municipal manager contacts across Wisconsin and the Midwest will assist in expediting your particular recruitment process for a new city administrator in Lake Geneva.

We are confident that we can work efficiently locating and encouraging potential candidates for the Lake Geneva city administrator position. This will be a national search and we have a network of local government managers, not only in Wisconsin, but across the country that we will utilize on behalf of Lake Geneva.

I am also enclosing a list of the municipalities we have assisted in their executive searches as part of our proposal. Together, again, we have conducted well over 250 municipal administrator searches. As a result of that extensive experience, we have over 900 detailed reference files of potential candidates. As a reference on a recent project, I would encourage you to contact any of the municipal leaders that we have included in our proposal.

The partners have many years of leadership experience in the International City/County Management Association and the Wisconsin City/County Management Association. I am a Life Member of both organizations. I am a former President of the Wisconsin City/County Management Association and have been an active member of both ICMA and WCMA for the past 35 years. We are confident because of our many contacts in the municipal management profession that we will bring forward many qualified prospects for Lake Geneva.

The list of different governmental entities that Public Administration Associates have conducted executive searches for is quite extensive. We have been asked on many occasions to return to municipalities that we have previously worked for and are proud of our many long-term relationships with many of them spanning almost 40 years (since Dr. Hintz started his previous consulting practice in the early 1970's).

Many studies have shown that those governmental entities that utilize executive search firms select a person who most closely fits their needs and thus, they are more satisfied with their choice. We say "their choice" because our philosophy is that the Mayor and City Council make the selection. We provide comprehensive and objective information to assist them in the selection process. We also handle all the paperwork of notifications, negotiations, etc... thus saving your staff the additional burden and clerical work in this regard. We facilitate the process in a very effective and efficient manner.

At no additional cost to the City, our firm uses a video job announcement that we push out on several social media platforms and You Tube (which is now the world's largest internet search engine) in addition to posting your position on professional local government and university job boards. As part of our package of services we also utilize a video interview process along with a detailed reference review report on each semi-final candidate to assist the Mayor and City Council in making the selection of the finalists for the position.

Several times we have been asked why our fees are so reasonable. We purposely keep our fees affordable because we are dedicated to promoting the "best" in public administration. As we have told clients, "please don't hire us because we are the lowest cost; hire us because we provide the

best service”. I believe that if you contact the officials of any of the counties, cities, villages and towns that we have served, they will agree with that assessment of our services.

Our services do not end when you hire your City Administrator. At no cost, we stay in touch with you and the person you hire throughout their tenure to offer whatever assistance and advice may be needed. We take a personal interest in making your choice as successful as possible and we feel our lengthy municipal and leadership experiences may be of assistance to your new City Administrator.

We also provide a service guarantee. If for some reason during the first year of employment your new city administrator leaves or doesn't work out, PAA will come back and conduct the entire recruitment/selection process for free (except for any direct expenses incurred such as advertisements and other costs).

I have also included a brief proposal to provide interim city administrator services for the time between when your current city administrator leaves and when the new administrator arrives in Lake Geneva. We have provided such services most recently for the cities of Abbotsford and Durand and the Towns of Buchanan and Lawrence. References for that work that we have performed are included in that proposal.

Please call if I can answer any questions or concerns you may have regarding these proposals. I would be also more than willing to present these proposals to your Personnel Committee and/or City Council if requested.

Thank you for your consideration.

Sincerely,

Kevin M. Brunner

Kevin M. Brunner, President  
Public Administration Associates, LLC

### **About Public Administration Associates, LLC**

**Public Administration Associates, LLC**, is a consulting firm specializing in local government recruitment and management studies. PAA was organized in April 1998 by partners William Frueh, Denise Frueh, and Stephen Hintz. Kevin Brunner is now President of PAA and the Fruehs and Hintz are PAA Partners and Associates along with approximately eight other local government professionals who are affiliated with PAA and work on a project to project basis.

**Further information about the partnership can be found at [www.public-administration.com](http://www.public-administration.com).**

### ***Kevin Brunner, President and Lead Partner***

**Kevin Brunner** has over thirty years of experience in serving Wisconsin local governments. He served as the manager/administrator in Saukville, Monona, De Pere, and Whitewater and also worked as an assistant administrator for the City of Appleton and Kenosha County. He recently served as the Director of Central Services/Public Works for Walworth County.

Brunner was the recipient of the 2007 Wisconsin City/County Manager of the Year and 2012 Service Innovation awards, both from the Wisconsin City/County Management Association (WCMA). Brunner is a past president of the WCMA and served on the League of Wisconsin Municipalities and Alliance of Cities Boards of Directors. He received his MPA from Michigan State University and is a graduate of the University of Virginia Executive Institute. He has served on numerous public and non-profit boards and is currently chair of the Whitewater Community Foundation and the vice-chair of the Geneva Lake Conservancy.

### ***Stephen Hintz, Associate***

**Stephen Hintz** specializes in executive recruitment and in studies of organizational structure and processes. Hintz taught personnel, budgeting, and municipal management in the Master of Public Administration program at the University of Wisconsin Oshkosh for twenty years. During that time, he also served as executive secretary of the Wisconsin City/County Management Association. Hintz holds a Ph.D. in political science from Yale University. He has worked with over 130 municipalities on administrator recruitment and organizational studies. In 1998, Hintz was elected to the Oshkosh Common Council and served as Mayor from 2002 to 2004. In 2001, Hintz received the prestigious Stephen Sweeney Award from the International City/County Management Association for his work in promoting professional local government in Wisconsin.

### ***William Frueh, Associate***

**William Frueh** has 34 years of experience in local and state government, including 20 years as the City Manager of Oshkosh, Wisconsin. He also served as the director of economic and community affairs for the State of Oklahoma. Oshkosh Citizens and the *Oshkosh Northwestern* newspaper named Frueh as one of the ten most influential people in Oshkosh during the twentieth century. Frueh received his bachelor's degree in civil engineering from Iowa State University. He has been actively consulting since 1996.

### ***Denise Frueh, Associate***

**Denise Frueh** received her bachelors and master of business administration degrees from the University of Wisconsin Oshkosh. She worked as a division head in the City of Oshkosh Finance Department for seven years and as Deputy City Assessor. She has been actively consulting since 1996.

## Project Consultants for Lake Geneva

**Kevin Brunner** will serve as the lead consultant for the entire Lake Geneva recruitment process and **Stephen Hintz** will assist him. Brunner will also serve as the PAA contact for the interim management services.

## PAA Objectives and Approach to a Municipal Executive Search

Our primary objectives are (1) to attract the highest number of professionally qualified, experienced, and diverse applicants and (2) to facilitate a selection process that is thorough, professional, and timely, resulting in the selection of the candidate who best meets the requirements of the City.

We believe that the Mayor and City Council should be actively involved in the selection process at all stages of the process and that our primary role is to provide progressively more information about candidates to assist the Mayor and Council in selecting semi-finalists, finalists, and the final choice. While we certainly review applicants very carefully, it is not our role to actually select candidates.

We believe that the process consists both of recruiting—the City actively selling themselves to potential candidates—and selecting—the Mayor/Council carefully reviewing applicants for the best possible choice. Too often municipalities only consider the selection part.

We believe that the staff has a large stake in the process. We recommend that department heads and other staff have an opportunity to meet and talk with each of the finalists. However, we fully recognize that the final decision rests with the governing body.

Finally, we believe that the process should be conducted in a planned, deliberate, and timely fashion. Specific preferences of the City should be accommodated in the design of the process, not as the process unfolds.

## Outline of Process

This proposal describes the **scope** of activities to be performed by Public Administration Associates, LLC, acting as consultants for the City of Lake Geneva in the recruitment and selection of a new City Administrator.

### Activities to be performed by Consultants

1. Meet with the Mayor and City Council and city staff personnel as appropriate to discuss the characteristics desired in the new City Administrator and the process of recruitment; review the current City Administrator ordinance and job description; prepare the position description; determine recruitment procedures and the interview and selection process, and determine the time schedule;

[These meetings are important to establish the qualities that the City wants in the new City Administrator and to determine the recruitment procedures and schedule.]

2. Place advertisements in appropriate publications and on-line sources, including the International City/County Management Association (ICMA), Illinois City/County Management Association, League of Wisconsin Municipalities, Wisconsin City/County Management Association, Strategic Government Resources, universities with nationally recognized public administration programs (city management) including the University of Kansas, Northern Illinois University, University of Minnesota, and Brigham Young University; also contact and encourage personally known qualified persons to apply;

[ICMA, ILCMA, WCMA and the League of Wisconsin Municipalities are the premier channels for reaching qualified applicants for the Lake Geneva position in our opinion.]

3. Produce a one to two minute video with the City to promote the position via social media (primarily LinkedIn) to prospective applicants. PAA will assist in writing the script for the video and

the City will assist in providing readily available still photography and/or video content of the City. The Mayor or designee will also be videotaped as part of this video to promote the position. This is a link to the most recent video job announcement completed just this week (for a County Community Services Director position) we distributed via social media:

<https://youtu.be/hJLkRUUEwyc>

4. Receive applications and acknowledge receipt;
5. Review applications and provide a "mini-resume" candidates report to the Mayor and City Council that will include a rating of the candidates as "qualified", "unqualified" and "wild card" (these candidates may not strictly meet the qualifications but may have particular skills or work experience that may warrant continued consideration as candidates for the City Administrator position);
6. Review applications with the Mayor and City Council for the selection of semi-finalists (typically there will be between six and ten candidates who would continue as semi-finalists);
7. Contact semi-finalists designated by the Mayor and City Council; conduct background and reference checks; prepare semi-finalist candidate reference reports (see attachment for an example of the type of report we produce on each candidate at this stage); provide material to the Mayor and Council;

[This is the most important and time-consuming part of the search process. Semi-finalists must supply references that are elected officials and staff superiors, peers, and subordinates with whom the applicant has worked. If references are not appropriate, semi-finalists must supply additional references. Questions are asked about accomplishments, strengths, skills, interpersonal relationships, and areas of improvement. This information is critical in evaluating the candidates and preparing the candidate profile statements. Semi-finalists will prepare electronic video interview presentations for the Mayor/Council to review. If desired as an alternative, telephone or video conference interviews can be arranged.]

8. Review semi-finalists with the Mayor and City Council for selection of candidates to be interviewed in Lake Geneva;

[The Mayor and City Council review the resumes, the profiles developed from the reference/background information, and the electronic presentations. It then selects candidates as finalists to be interviewed. At this stage, all of the candidates should be technically qualified to be the City Administrator. The primary value of the interview is to determine the "fit" with the Mayor, Council, staff, and community.]

9. Work with the Mayor and city staff to arrange interviews;
10. Assist in the interview process, including arranging the schedule, coordinating plans

with candidates, providing sample interview questions, conducting a writing exercise, observing the interviews, facilitating the selection of the first choice, and seeing that the interviews run smoothly.

[While there are a variety of approaches to the interview process, PAA normally recommends a two-day process. On the first day, all of the finalists on individual schedules tour the City and meet with the City leadership and department staff. Although the department staff members do not participate in the selection of the new City Administrator, each of them is asked to comment on the candidates as further evidence for the Mayor and City Council to consider. These meetings are important for both the candidates and the staff and City officials. Other activities for the Mayor and City Council to consider are a community reception for candidates, an in-basket exercise, and a psychological review.

On the second day, the Mayor and City Council interviews each candidate for approximately one hour. In addition, each candidate participates in a writing exercise to determine writing skills. The actual interview days are at the convenience of the Mayor and City Council.]

**There are other approaches to the interview process. PAA will work with the City to determine the process that is most suitable for the City.**

11. Provide assistance in the negotiation of an employment agreement;

[Normally, the consultant receives instructions from the Mayor and City Council and negotiates an employment agreement for review and approval by the Mayor and Council. However, we are prepared to work with the Mayor and Council in any capacity in negotiating an employment agreement with the selected candidate.]

12. Prepare letters for the Mayor's signature thanking all applicants and notifying them of the final result.

## Cost

\$9,300 plus direct consultant expenses estimated at between \$300 and \$400 (primarily mileage, copying and meals).

Not included are costs for advertising (including the aforementioned video position announcement) estimated at approximately \$800, any aptitude/psychological tests, or post-interview visits to the candidate's community of residence if desired or requested.

PAA will not bill for any services until the new City Administrator's contract has been approved.

## Schedule

Typically, a municipal management search of this type will take approximately 16 weeks from start to when the new city administrator begins his or her new duties. This process can be

expedited depending on the willingness of the city council to schedule special meetings to meet the recruitment and selection process outlined above.

## References from Recent Municipal Administrator or Department Head Searches (2017-2018)

**Jack Anderson**, Town Chairman, Town of Greenville, Phone 920-757-5121 (O)

**Cameron Clapper**, City Manager, City of Whitewater, Phone 651-323-0992

**James Fenlon**, Village Administrator, Village of Little Chute, Phone 920-423-3850 (C)

**Steve Genisot**, Mayor, City of Marinette, Phone 906-399-8854 (C)

**Jon Hochkammer**, Mayor, City of Verona, Wisconsin, Phone: 608-225-3024 (C)

**Angela Jerrick**, Deputy County Administrator, Polk County, Phone: 715-485-9123 (O)

**Mark McAndrews**, Town Chairman, Town of Buchanan, Phone 920-734-8599 (O)

**Brian McGuire**, Mayor, City of Mauston, Phone 608-548-3035 (Cell)

**Mark Milliren**, Mayor, City of Durand, Phone 715-672-8770 (O)

**Mark Rohloff**, City Manager, City of Oshkosh, Wisconsin Phone: 920-236-5000 (O)

**Harley Reabe**, County Board Chair, Green Lake County, Wisconsin Phone: 920-294-0824 (C)

**Dr. Lanny Tibaldo**, Town Chairman, Town of Lawrence, Wisconsin Phone: 920-619-6257 (C)

**Mr. David Varnem**, Mayor, City of Lancaster, Phone 608-723-4109(C)

**Mr. Dean Wolter**, Village President, Village of Germantown, Phone 262-250-4785 (C)

## **Understanding**

Public Administration Associates, LLC will commit whatever time is necessary to fully and successfully complete all tasks described in this proposal.

Public Administration Associates, LLC provides the following guarantees:

1. If the initial search is not successful, PAA will conduct an additional search until the City Administrator position is filled.

2. If the candidate selected either resigns or is terminated for cause within the first twelve months of employment, PAA will conduct a new search and waive its consultation fee.

### Approval:

Offered by: Kevin M. Brunner 7/19/2018  
 Public Administration Associates, LLC Date

Accepted by: \_\_\_\_\_  
 City of Lake Geneva Date

## **Proposal to Provide Interim City Administrator Services**

### PAA Objectives and Approach to a Municipal Interim Administrator Services

1. There is a distinct benefit to the municipality if PAA is engaged to provide both the executive recruitment services as well as interim administrator services. Having a PAA associate serve as interim city administrator provides important “boots on the ground” expertise and insight that is invaluable to assisting in the recruitment of the new administrator. The PAA associate who would serve as interim city administrator is part of the recruitment team and assists the project lead in the recruitment process.
2. PAA has a number of associates across the State of Wisconsin who have significant experience as local government administrators. These associates are retired from active local government service and have on average 25 years plus of local government management experience. They have been screened by our firm and are interested in serving on interim assignments when they become available.
3. PAA would provide the names and resumes of 2-3 potential interim administrators to the City and the City would select the individual to serve in an interim capacity.
4. PAA would place the interim administrator with the City and would provide any necessary support to that individual as well as bill the City biweekly for such services.
5. It has been our experience that, unless required otherwise by the municipality, the interim administrator will spend 20-30 hours per week working as the interim administrator. He or she will attend the City Council meetings, required committee meetings as well as spend time on other assignments made by the Mayor and/or City Council. He or she is essentially keeping the organization moving forward administratively and provides continuity on major projects that have already been initiated or that need administrative stewardship.

6. The interim administrator would serve until the new administrator arrives in Lake Geneva and then typically 3-5 days with the new administrator in aid in a smooth administrative transition.

## Cost

PAA employs the interim administrator selected by the City. Depending on the person selected the hourly rate will range from \$60.00 to \$85.00 per hour. The last several interim administrators that we placed and were also involved as part of the executive search team have been charged out at \$75.00 per hour.

In the event, the interim administrator selected does not live within commuting distance of Lake Geneva, then applicable lodging and some mileage costs are negotiated and applied to bi-weekly billings.

It has been our municipal client's experience in hiring PAA to provide interim management services, that the cost of such services is less than what the full-time administrator would have been cost the municipality due to the less than full-time hours that the interim administrator spends and no fringe benefit costs incurred.

## References from Recent Interim Municipal Administrator Services (2017-2018)

**Mark McAndrews**, Town Chairman, Town of Buchanan, Phone 920-734-8599 (O)

**Mark Milliren**, Mayor, City of Durand, Phone 715-672-8770 (O)

**Dr. Lanny Tibaldo**, Town Chairman, Town of Lawrence, Wisconsin Phone: 920-619-6257 (C)

**Laurie Voss**, Mayor, City of Abbotsford, Phone 715-507-0152 (C)

## **Understanding**

Public Administration Associates, LLC will commit whatever time is necessary to bring 2-3 fully qualified and pre-screened candidates to the City to serve as interim city administrator. The City will select the best candidate to serve as interim city administrator. The interim administrator's weekly schedule will be determined in consultation with the Mayor. The interim administrator will serve until the new city administrator has been selected and has begun his or her new duties. The interim administrator will spend whatever time that is mutually determined between the parties with the new administrator in order to provide for an orderly and effective transition.

The final hourly rate and any applicable costs such as local lodging and mileage (portal to portal as well as any incurred while on city business) will be determined when the interim candidate is selected by the City.

Approval:

Offered by: Kevin M. Brunner 7/19/2018  
Public Administration Associates, LLC Date

Accepted by: \_\_\_\_\_  
City of Lake Geneva Date

# City/Village/Town/County Manager Searches Conducted by Public Administration Associates, LLC

(State of Wisconsin unless otherwise noted)

Note: The number beside the municipality name is the number of times PAA has assisted the municipality.

## Cities

Adams (2)  
Antigo (3)  
Ashland (2)  
Baraboo (2)  
Berlin  
Brillion  
Chippewa Falls (2)  
Clintonville (2)  
Crystal River, Florida  
Delavan (2)  
DePere (3)  
Durand (2)  
Eagle River  
El Paso, Illinois  
Elroy (3)  
Evansville (3)  
Fond du Lac  
Fort Atkinson  
Fox Lake (2)  
Hartford  
Hillsboro (2)  
Hudson  
Independence, Iowa  
Jefferson (2)  
Lancaster (4)  
Marquette, Iowa  
Marinette (2)  
Marshfield (2)  
Mauston (5)  
Mequon  
Menasha  
Merrill  
Milton  
Minonk, Illinois  
Monona (2)  
Monroe (2)  
New Lisbon  
New London (2)  
Niagara  
Oak Park Heights, MN  
Oconto  
Pine Island, MN

Prairie du Chien (2)  
Princeton  
Reedsburg (2)  
Little Chute  
Rice Lake  
Richland Center  
South Haven, MI  
St. Croix Falls  
St. Francis  
Sturgeon Bay (4)  
Tomah  
Verona (4)  
Washburn (2)  
Waterford  
Waukesha  
Waunakee (2)  
Waupaca  
Waupun  
Wautoma  
Wauwatosa (2)  
Weyauwega  
Whitewater

## Villages

Bayside (4)  
Bellevue  
Belleville  
Clinton (2)  
Cross Plains (2)  
Darien  
Denmark (2)  
Elm Grove  
Ephraim  
Fox Point (2)  
Germantown  
Grafton  
Greendale (2)  
Hales Corners  
Hartland (2)  
Howard (3)  
Johnson Creek (3)  
Kewaskum

Little Chute (3)  
Marshall  
Maple Bluff  
McFarland (2)  
New Glarus (2)  
North Fond du Lac (3)  
Oregon  
Osceola  
Paddock Lake (2)  
Palmyra  
Pardeeville  
Prairie du Sac  
Pulaski  
Sherwood  
Slinger (2)  
Spring Green  
Sussex  
Thiensville (2)  
Turtle Lake (2)  
Twin Lakes  
Union Grove (2)  
W. Milwaukee (3)  
Wind Point (2)  
Winneconne (3)  
Whitefish Bay (2)  
Wrightstown (3)

## Towns

Buchanan  
Cedarburg (2)  
Clayton  
Grand Chute (2)  
Greenville  
La Pointe  
Lawrence  
Rib Mountain  
Richfield  
Weston

## Counties

Chippewa (3)  
Green Lake

Iowa  
Monroe  
Polk(2)  
Price

Shawano  
Wabasha, MN (2)  
Washburn

Example of the Detailed Reference Reports that PAA Provides the Governing Body on Semi-Finalist Candidates (this particular report is from a 2017 search and the name of the candidate has been redacted to maintain confidentiality)

## REFERENCE SUMMARY-CONFIDENTIAL

### CANDIDATE: [REDACTED]

**Summary:** [REDACTED] recently has retired from a career in the U.S. Army in which he achieved the final rank of Colonel. His last military position was that of Senior Army Advisor to the State of Tennessee and he previously held a series of progressively more responsible leadership positions over a 29 year military career. Among the US Army awards that he has received are the Draper Leadership Award for demonstrated excellence in executive leadership and the Order of St. George Silver Medallion for lifetime contributions to the profession.

While he does not have administrative experience outside of the military, all of his references indicate that he is an outstanding leader who is widely respected by those he has worked for and by those that have worked for him. As Gen. H.R. McMaster (who was Hermeling's commanding officer while at Fort Benning, GA from 2012-2014 and is now President Trump's National Security Advisor) stated in a reference letter "I have no doubt that John [REDACTED] vast operational, leadership and problem solving experience and expertise will transfer easily". His other references echo that statement with comments like "he has learned to adapt to any challenge and he will continue to do so for whomever he work for in the future" and "he has the unwavering calmness and ability to adjust to constant change". He is portrayed by his references as being less of a formal authority leader as some civilians might apply to military personnel in general.

While serving two tours of duty in Iraq (2005-2006 and 2008-2009), [REDACTED] was intimately involved in working with local governments there. He indicates that he served as essentially the town administrator for a suburb of Baghdad with a population of over 100,000. The organization that he led there was responsible for everything you would expect from local government, including public safety, public works, capital improvements, utilities, parks and recreation and economic development. He also served as coach and mentor to the recently elected city council and did a considerable amount of work in educating and training them in

their new democratic roles and responsibilities. One of his references, Brig. General Brian Winski, called him one of the “finest officers he has ever worked with”.

██████████ would necessarily have a steep learning curve if he were to assume the town administrator role. His strengths are in operations and overall organizational leadership and has less “hands-on” experience in areas such as finance and human resources. He is definitely a “quick study” though and appears that he could pick up the knowledge and skills he would need to become effective quite readily.

██████████ has lived all over the country and the world during his military career and while growing up in a military family. He did, however, graduate from high school in Green Bay and is a graduate of UW-Milwaukee. While, he has told me that while he can’t really call any one location home, with his transition out of the Army, he hopes to be able to return to calling Wisconsin home.

**REFERENCES USED:** George Desario, Director, US Army Chief of Armor, Fort Benning, GA; Col. Daniel Kirk, Commander, 157<sup>th</sup> Infantry Brigade, Camp Atterbury, IN; Lt. General H.R. McMaster, Former Director, US Army Capabilities Integration Center, Fort Eustis, VA; Brig. Gen. Brian Winski, US Army Director of Operations, Readiness and Mobilization, Washington D.C.

**POSITIVE SKILLS:** “Very detailed oriented with great experience in managing personnel, equipment and funding” “A team player who understands the mission of the organization” “Unwavering calmness and the ability to adjust to constant change” “Steadfast honesty” “Has tremendous potential to excel in any environment that requires serious thought, qualitative and quantitative analysis and adaptability” “An exceptional leader who has displayed the highest degree of professional competence, integrity, dedication, personal drive and initiative across a career of distinguished service” “Outstanding character, keen intellect, and impressive leadership capabilities”

**FIRST IMPRESSIONS:** “Immediately portrays an impression of a wise, dedicated and experienced leader” “His personal manner is understated and that of a competent professional...he is authentic and genuine” “He is a proven communicator and will earn respect because of his competence and because he treats others with respect” “He is confident, very capable, and always comfortable, even in environments that would not normally be considered outside of his comfort zone”

**SKILLS TO WORK ON:** “There will be a learning curve for him as he transitions to civilian life but, as a military leader he has learned to adapt to any challenge and he will continue to do so for any organization that he leads” “His last assignment in the Army he was working in a largely civilian organization which I think would be an advantage to any officer making the transition...he is a less ‘formal authority’ leader that civilians sometimes apply to military folks in general” “Highly adaptable to any assignment, he performs well in all areas of management and leadership” “In the military we have significant formal authority over those in our command, and the dynamics in a civilian workplace are different”

**RELATIONSHIPS WITH:**

**ELECTED OFFICIALS-** [REDACTED] has never directly worked for an elected governing body but was given high marks by his references for his ability to relate well to all levels of the organizations he worked in. One reference indicated that "he could be counted on to provide guidance to his superiors, peers and subordinates alike". Another remarked that "he had some very difficult bosses in the military but I was amazed at the level of pain he could absorb during the course of working with those folks"

**DEPARTMENT HEADS-**"He is comfortable in a dynamic, goal oriented environment and is able to lead efforts to develop creative solutions and array limited resources in time, space and purpose to achieve exceptional results" "Value him as a builder of teams" "He acted as a tremendous shield to his people and didn't amplify downwards as many lesser leaders do" "One of his strengths is training and developing professionals from diverse fields in order to form cohesive teams" "Exceptional in every regard-he is extremely loyal and will always provide candid feedback and advice"

**CITIZENS AND MEDIA-** [REDACTED] has really never worked directly with citizens in the military as he would need to at the local government level and also has not had much experience as well working with the media. With that said, his references do not believe he couldn't readily assume an effective role in working with both citizens and the media...as one reference put it "he has a soft touch with people but that is combined with world class determination"

**COMMUNITY INVOLVEMENT:** "In the military you don't have much time for community involvement" "Very involved in a variety of military base organizations"

**REASON FOR SEEKING NEW POSITION:** "Can readily make the transition to a civilian leadership role" "Retiring from military and wants to continue in public service" "Will excel in any executive level position whether it be in the private sector or in the Senior Executive Service"

**PERSONAL:** "Nothing-impeccable" "Absolutely not"

**OTHER COMMENTS:** "John is prepared to meet any challenge...He should be sought for immediate recruitment as a highly valuable member of your organization-he would be an asset to your Town" "He generates loyalty among his subordinates and gets results in the toughest environments and conditions" "Absolutely will be successful as a city manager" "He enjoys my complete support and admiration"





## **RESOLUTION 18-R59**

### ESTABLISHING PUBLIC PARTICIPATION PROCEDURES FOR BOTH THE REGULAR AND UNIQUE CONSIDERATION OF 2018 AMENDMENTS TO THE CITY OF LAKE GENEVA COMPREHENSIVE PLAN

WHEREAS, the City of Lake Geneva on December 14, 2009 adopted the City of Lake Geneva Comprehensive Plan, under the authority of and procedures established by §66.1001(4), Wisconsin Statutes, which has been updated annually, most recently on November 13, 2017; and

WHEREAS, the 2011 Comprehensive Plan document advises both the regular Plan Commission review of the Comprehensive Plan, as well as the ability to respond to unique circumstances which arise in relation to the Comprehensive Plan which are distinct from the regular plan review process, and to enable the City's consideration of potential amendments where the Plan becomes irrelevant or contradictory to emerging policy or trends; and

WHEREAS, §66.1001(4)(a), Wisconsin Statutes, requires that the governing body of the local governmental unit adopt written procedures designed to foster public participation at every stage of the comprehensive plan preparation or amendment process, and that such written procedures shall provide for wide distribution of draft plan materials, an opportunity for the public to submit written comments on the plan materials, and a process for the governing body to respond to such comments; and

WHEREAS, the City of Lake Geneva believes that meaningful public involvement in processes designed to periodically consider and adopt amendments to its Comprehensive Plan is important to assure that the resulting Plan and adopted amendments meet the wishes and expectations of the public; and

WHEREAS, the attached "Public Participation Strategy and Procedures for Amendments to City of Lake Geneva Comprehensive Plan" includes procedures to foster public participation, ensure distribution of draft plan materials, provide opportunities for written comments on such materials, and provide mechanisms to respond to such comments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lake Geneva hereby adopts the procedures included in the "Public Participation Strategy and Procedures for Amendments to City of Lake Geneva Comprehensive Plan" as its public participation procedures for periodic amendments to the City's Comprehensive Plan, meeting the requirements of §66.1001(4)(a), Wisconsin Statutes.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

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Tom Hartz, Mayor

ATTEST:

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Daniel Draper, City Attorney for City Clerk

**PUBLIC PARTICIPATION STRATEGY AND PROCEDURES  
FOR BOTH THE REGULAR AND UNIQUE CONSIDERATION OF  
2018 AMENDMENTS TO CITY OF LAKE GENEVA COMPREHENSIVE PLAN**

Introduction

A key required component of Section 66.1001 of Wisconsin Statutes—the State’s comprehensive planning legislation—is actively involving community stakeholders as each local comprehensive plan is being developed, updated, or amended. Public participation helps to ensure that the resulting comprehensive plan accurately reflects the vision, goals, and values of citizens of the community.

Section 66.1001(4)(a) of Wisconsin Statutes requires the City of Lake Geneva to adopt, by resolution, written procedures designed to foster public participation at every stage in the preparation or subsequent amendment of its comprehensive plan. The written procedures must provide for wide distribution of the comprehensive plan, an opportunity for the public to submit written comments on the plan, and provisions for local response to such comments.

This document meets this statutory requirement. It serves as the procedures that will be used to consider and potentially adopt amendments to the City’s November 13, 2017 Comprehensive Plan under both a regular Plan review process, as well as in the instance of responding to an unique Plan amendment circumstance.

Major Goals of Public Participation Strategy

- Provide opportunities for people to participate in processes to consider and adopt amendments to the City’s Comprehensive Plan.
- Adopt plan amendments that reflect the ideas, desires, and objectives of most residents and property owners.
- Meet both the letter and spirit of Wisconsin’s Comprehensive Plan legislation.
- Use the City’s Plan Commission as a foundation for guiding the plan amendment process.
- Recognize that the goals expressed above must be balanced with the need to complete the comprehensive plan amendments within a reasonable timeframe.

Selected Public Participation Techniques

The City will, at a minimum, use the following techniques to obtain public input during the plan amendment process:

- Assure that all Plan Commission and City Council meetings to consider and adopt amendments are open to the public and are noticed as required by state open meeting regulations.
- Provide an opportunity at each public meeting held on the Plan Amendment for public comment. Some meetings will be particularly meant to encourage wide participation from the public. Other meetings are intended to be work sessions for the Plan Commission, City Council, or some combination. The public comment period will be provided at either the beginning or end of each public meeting, or at one or more other parts of the meeting at the discretion of the Plan Commission or City Council. This will allow the Commission or Council to concentrate on completing tasks without interruption, while still allowing the public an appropriate chance to observe and comment.

- Provide the ability for the Common Council to add additional public participation opportunities, such as a public open house, public planning issues workshop, and a public design workshop.
- Hold at least one formal public hearing on the proposed comprehensive plan amendments and the adopting ordinance prior to adoption. All members of the public will have an opportunity to present testimony and offer comments at the public hearing. The public hearing will be noticed and held per the requirements of Wisconsin Statutes, Section 66.1001.

#### Opportunities for Comments/Responses on Draft Comprehensive Plan Amendments

The City will have available copies of draft plan amendment materials at City Hall and the Library during normal business hours. The City will also provide copies of the draft and final plan amendments to adjacent and overlapping governments and non-metallic mineral interests as required by statute, and to members of the participating public as requested. The City may charge for public copies an amount equal to the costs of time and materials to produce such copies.

Public comments will be solicited and responded to at every stage of the plan amendment process. Written comments on the comprehensive plan amendments may also be delivered, mailed, faxed, or e-mailed to the City Clerk. The City will respond to written comments via mail, e-mail, fax, telephone, meeting, and/or through consideration of appropriate changes to the comprehensive plan, or to the proposed amendments to the comprehensive plan.



13a Magennis Place,  
Pearse Street,  
Dublin 2, Ireland.

May 14<sup>th</sup>, 2018

Sylvia Mullally  
City Hall  
City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 53147

**Re: Parkpnp and City of Lake Geneva USA Municipality**

Dear Sylvia

Many thanks for the opportunity for Parkpnp (Global) to work with City of Lake Geneva, Wisconsin. We believe it will be a mutually beneficial professional relationship.

I have prepared the attached Partnership Agreement, which we hope is to your satisfaction. Please don't hesitate to come back to us if there is anything you need any further information on.

Kind Regards,



Jason Popplewell  
Chief Operating Officer (Global)  
Parkpnp Ltd.

p: (01) 547 4296 m: 00 353 87 6182448  
a: 13 Magennis Place, Pearse Street, Dublin 2, Ireland

# Service Agreement for Pilot Project

Agreement dated: **August 2018 to August 2019**

**Parknpn Ltd (Supplier)**

And

**City of Lake Geneva USA Municipality (CLG)**

## **Service:**

Parknpn provides an Android and IOS mobile application and website for listing and payment of all CLG parking spaces on the Parknpn marketplace platform. The application allows Parknpn customers to pre-pay their parking fee at any CLG parking spaces. Our goal is convenience for the customer, user friendly mobile parking payments, and merchant options for promotions and coupons.

## **Reporting**

CLG will have access to the full suite of reporting features available through the Parknpn management console. Payment details, analysis and service fee information can be downloaded in CSV form.

## **Pricing**

The prices offered on the ParkPNP platform will be in the range :  
\$0.30c and \$0.40c per transaction.

CLG retains the full parking rate. (ie: \$1/hr)

Parknpn retains any transaction fee paid by the user on the Parknpn platform.

## **Support**

Parknpn will have a fulltime member available during working hours throughout the pilot. We can be contacted through email and phone. This person will have the full support of our headquarters tech team.

## **Opt-Out Clause**

CLG has the option to opt out at any stage during the pilot.

## Security

Parkpnp are PCI-DSS v3 Level 1 Service Provider certified & compliant

## App procedure

- 1) Customer downloads parking app
- 2) Customer finds the parking zone on the map
- 3) Customer selects start and end time for booking
- 4) Customer proceeds to checkout where they sign up/sign in, give us details about their vehicle plate, stall number & payment details.
- 5) Paid and confirmed. User sees confirmation for booking immediately.
- 6) \*\* At this point, the booking information (vehicle plate, start time, end time, zone number & stall number) are sent to the enforcement API
- 7) If the parking time has elapsed the customer will get a notification to their phone with the option to top up
- 8) Customer can use the app for all ongoing parking

## Payment Handling

All parking fees paid through the Parkpnp app, by users, are automatically deducted from the users' bank account, on the date of booking, using the Parkpnp payment handling processor (STRIPE™).

All parking fees owed to CLG for parking booked through the Parkpnp app will be paid by check every 30 days.

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Signed on behalf of CLG

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Signed on behalf of Parkpnp

---

Name (BLOCK Caps)

---

Name (BLOCK Caps)

## PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 1st day of March, 2016 (the "Effective Date"), by and among PARKMOBILE, LLC, a Delaware limited liability company ("Parkmobile"), and the City of Lake Geneva, a Wisconsin municipality ("Client").

### RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to Client, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

### ARTICLE 1 SERVICES

1.1 **Services Provided by Parkmobile.** During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile's performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

1.2 **Help and Support.** Parkmobile agrees to use its reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions that arise during Client's use of Parkmobile's software or the Services hereunder.

1.3 **Error Corrections.** In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

1.4 **No Performance Warranty.** The Services are provided to Client "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time.

1.5 **Reservation of Rights.** All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

1.6 **Publicity of Services.** All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

1.7 **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

1.8 **Exclusivity.** Parkmobile shall be the exclusive mobile parking service provider for Client during the Term of this Agreement.

1.9 **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

## ARTICLE 2 FEES; EXPENSES

2.1 **Fees.** The fees (the "Fees") applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

2.2 **Payment.** Payment is due not later than thirty (30) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

2.3 **Taxes.** Parkmobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

2.4 **Billing Disputes.** Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

2.5 **Expenses.** Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of Client.

**ARTICLE 3**  
**TERM; TERMINATION**

**3.1 Term.** The initial term of this Agreement shall commence as of the Effective Date and terminate on April 17, 2017 (the "Initial Term"). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

**3.2 Termination for Cause.**

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

**3.3 Effect of Termination.**

(a) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

\* 5155

**ARTICLE 4**  
**ADDITIONAL COVENANTS OF THE PARTIES**

**4.1 Confidentiality.**

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The foregoing shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information..

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that the each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

(g) Notwithstanding the foregoing, each party understands that Client is an "authority" under the Wisconsin Open Records Law, Sec. 19.31, *Wis. States., et. Seq.*, and will be obligated to disclose the terms of this Agreement to the Public.

**4.2 Information.** Subject to Section 4.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

**4.3 Records.** Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

**4.4 Status Meetings.** On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

**4.5 Privacy.** Client agrees (a) to comply with all applicable Law; (b) not to use the information provided to it by Parkmobile about identifiable individuals ("PI") to market goods or services to those individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI.

**4.6 Insurance.** Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

**5.1 Representations and Warranties.** Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

**5.2 Disclaimer of Warranties.** THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE TRIAL PROGRAM OR SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

**5.3 Indemnification.**

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by Client. Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client's representations or warranties in this Agreement; (ii) the breach of any of Client's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement. Notwithstanding the granting of Indemnification herein, Client shall not be deemed to be waiving any municipal immunities in connection with this indemnification.

**5.4 Limitation of Liability.** THE AGGREGATE LIABILITY OF PARKMOBILE AND CLIENT FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**ARTICLE 6  
MISCELLANEOUS**

6.1 **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "**Force Majeure Event**"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

6.2 **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:

Parkmobile, LLC  
1100 Spring Street NW, Suite 200  
Atlanta, Georgia 30309  
Attention: Jonathan Ziglar  
Telephone: (404) 818-9036  
Facsimile: (770) 818-9039  
Email: [JZiglar@parkmobileglobal.com](mailto:JZiglar@parkmobileglobal.com)

To Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
email: \_\_\_\_\_  
Fax: \_\_\_\_\_

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

6.3 **Independent Contractors.** The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.



**AMENDMENT NO. 1**

Agreement/Contract Name: Parkmobile, LLC; Parking Services Agreement

Agreement/Contract Date: March 1, 2016

Amendment No. 1      Effective Date: February 5, 2018

THIS AMENDMENT No. 1 ("Amendment") is entered into by and between the CITY OF LAKE GENEVA ("City") and PARKMOBILE, LLC ("Parkmobile").

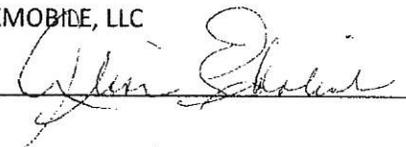
WHEREAS, the parties desire to amend the Agreement and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Client and Parkmobile hereby agree as follows:

1. **Exclusivity.** This section will be deleted in its entirety.

**Entire Agreement.** This First Amendment to Parking Service Agreement contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Party against whom enforcement of any waiver, changes, modification, extension, or discharge is sought. All other terms and provisions of the Parking Service Agreement remain in full force and affect.

**IN WITNESS WHEREOF,** this First Amendment to Parking Services Agreement has been executed as of the Effective Date above.

PARKMOBILE, LLC

By: 

Print Name: Alison Ehrlich

Title: SVP Administration

CITY OF LAKE GENEVA

By: 

Print Name: Aline Oborn

Title: City Administrator

**City of Lake Geneva  
Finance, License, & Regulation Committee  
August 7, 2018**

**Prepaid Checks  
7/14/18 - 8/1/18**

**Total:  
\$35,552.28**

**Checks over \$5,000:**

\$	18,000.00	City of Lake Geneva - Replenish Cash for Beach Bank
\$	5,193.19	Baker & Taylor - Library Books
\$	-	
\$	-	
\$	-	

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 07/16/2018,07/17/2018,07/18/2018,07/20/2018,07/25/2018,07/30/2018,08/01/2018

Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
07/17/2018	67728	2206	BREEZY HILL NURSERY	48.00- V
07/30/2018	67976	2433	EAGLE MEDIA INC	343.71- V
07/17/2018	68067	3495	CITY OF LAKE GENEVA	18,000.00
07/18/2018	68068	2138	BAKER & TAYLOR	5,193.19
07/18/2018	68069	5233	CIVIC SYSTEMS	440.00
07/18/2018	68070	5232	DROZD,NIKOLAY	15.00
07/18/2018	68071	4814	LAKESHORES LIBRARY SYSTEM	224.45
07/20/2018	68095	2525	FOX VALLEY TECHNICAL COLLEGE	270.00
07/20/2018	68096	2561	GENEVA ONLINE INC	39.00
07/20/2018	68097	2613	GREAT AMERICA LEASING CORP	191.90
07/20/2018	68098	5001	VERIZON WIRELESS	379.15
07/25/2018	68159	2056	AMAZON	332.74
07/25/2018	68160	2108	AT&T LONG DISTANCE	159.80
07/25/2018	68161	2800	EMILY KORNAK	108.71
07/25/2018	68162	3124	PETTY CASH - POLICE DEPT	139.71
07/25/2018	68163	3001	SECURIAN FINANCIAL GROUP	2,356.29
07/25/2018	68164	5043	WALMART COMMUNITY	49.96
07/25/2018	68165	5239	WALMART COMMUNITY	44.91
07/30/2018	68166	2433	EAGLE MEDIA INC	296.24
07/30/2018	68167	5245	GEORGIS ROULA	36.00
07/30/2018	68168	3024	MUTUAL OF OMAHA	1,285.54
07/30/2018	68169	3297	SEGAL CONSULTING	3,000.00
07/30/2018	68170	5069	WAUKESHA CNTY TECH COLLEGE	275.00
07/30/2018	68171	4975	US CELLULAR	504.61
08/01/2018	68172	4918	TIME WARNER CABLE	393.54
08/01/2018	68173	4973	US BANK	775.45
08/01/2018	68174	2104	AT&T	1,432.80
Grand Totals:				35,552.28

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-16340	211.03	.00	211.03
11-00-00-21100	391.71	11,276.63-	10,884.92-
11-00-00-21340	1,059.29	.00	1,059.29
11-10-00-51330	155.65	.00	155.65
11-10-20-51320	3,000.00	.00	3,000.00
11-10-20-51340	406.67	.00	406.67
11-12-00-51340	17.74	.00	17.74
11-12-00-52210	30.91	.00	30.91
11-13-00-51340	34.58	.00	34.58
11-14-20-51340	43.48	.00	43.48
11-14-30-51340	12.39	.00	12.39
11-15-10-51340	81.74	.00	81.74

GL Account	Debit	Credit	Proof
11-15-10-53320	440.00	.00	440.00
11-16-10-51340	25.76	.00	25.76
11-16-10-52210	756.35	.00	756.35
11-21-00-51340	821.28	.00	821.28
11-21-00-51380	296.24	343.71-	47.47-
11-21-00-52210	869.16	.00	869.16
11-21-00-52900	15.98	.00	15.98
11-21-00-53100	76.74	.00	76.74
11-21-00-53120	139.71	.00	139.71
11-21-00-53310	164.00	.00	164.00
11-21-00-53610	25.42	.00	25.42
11-21-00-53800	470.98	.00	470.98
11-21-00-53990	22.33	.00	22.33
11-21-00-54100	270.00	.00	270.00
11-21-00-54110	275.00	.00	275.00
11-22-00-51330	68.64	.00	68.64
11-22-00-52210	770.51	.00	770.51
11-22-00-53400	191.90	.00	191.90
11-22-00-53500	17.32	.00	17.32
11-22-00-53990	32.64	.00	32.64
11-24-00-51340	33.65	.00	33.65
11-24-00-52620	11.11	.00	11.11
11-29-00-52210	40.01	.00	40.01
11-32-10-51340	157.86	.00	157.86
11-32-10-52210	230.56	.00	230.56
11-52-00-53520	.00	48.00-	48.00-
40-00-00-21100	.00	18,062.77-	18,062.77-
40-54-10-10100	18,000.00	.00	18,000.00
40-54-10-46740	36.00	.00	36.00
40-54-10-52210	11.11	.00	11.11
40-55-10-51340	4.51	.00	4.51
40-55-10-52210	11.15	.00	11.15
42-00-00-21100	.00	210.67-	210.67-
42-34-50-46340	15.00	.00	15.00
42-34-50-51340	47.13	.00	47.13
42-34-50-51370	16.81	.00	16.81
42-34-50-52210	131.73	.00	131.73
48-00-00-21100	.00	124.12-	124.12-
48-00-00-51340	38.61	.00	38.61
48-00-00-51370	29.16	.00	29.16
48-00-00-52210	11.44	.00	11.44
48-00-00-53620	44.91	.00	44.91
61-00-00-21100	.00	89.93-	89.93-
61-00-00-53110	.40	.00	.40
61-00-00-92630	89.53	.00	89.53
62-00-00-21100	.00	188.34-	188.34-
62-00-00-23841	68.22	.00	68.22
62-00-00-92100	21.50	.00	21.50
62-00-00-92630	98.62	.00	98.62
99-00-00-21100	.00	5,991.53-	5,991.53-
99-00-00-51340	62.85	.00	62.85
99-00-00-51370	56.63	.00	56.63
99-00-00-52110	104.00	.00	104.00

GL Account	Debit	Credit	Proof
99-00-00-52160	14.70	.00	14.70
99-00-00-52210	12.96	.00	12.96
99-00-00-52500	73.99	.00	73.99
99-00-00-53100	6.99	.00	6.99
99-00-00-53500	32.88	.00	32.88
99-00-00-54100	4,021.44	.00	4,021.44
99-00-00-54110	702.50	.00	702.50
99-00-00-54140	469.25	.00	469.25
99-00-00-55100	224.45	.00	224.45
99-00-00-55140	208.89	.00	208.89
Grand Totals:	36,335.70	36,335.70-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 07/16/2018,07/17/2018,07/18/2018,07/20/2018,07/25/2018,07/30/2018,08/01/2018

Check.Type = {<>} "Adjustment"

**City of Lake Geneva**  
**Finance, License, & Regulation Committee**  
**August 7, 2018**

**Accounts Payable**

	<u>Fund #</u>	
1. General Fund	11	\$ 60,139.39
2. Debt Service	20	\$ -
3. TID #4	34	\$ -
4. Lakefront	40	\$ 13,778.64
5. Capital Projects	43,52	\$ 8,468.75
6. Parking	42	\$ 2,112.66
7. Cemetery	48	\$ 920.56
8. Equipment Replacement	50	\$ 32,087.83
9. Library Fund	99	\$ 1,246.22
10. Impact Fees	45	\$ 5,688.00
11. Tourism Commission	47	\$ 25,000.00
<b>Total All Funds</b>		<b><u><u>\$149,442.05</u></u></b>

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000**

**FINANCE, LICENSE, & REGULATION COMMITTEE  
8/7/2018**

**TOTAL UNPAID ACCOUNTS PAYABLE** **\$ 149,442.05**

**ITEMS > \$5,000**

Kapur & Associates, Inc. - Cost Recovery Engineering	\$ 5,139.74
NyQuist Engineering - 2nd Quarter IT Services & Computer Equipment	\$ 12,418.13
Serwe Implement Co Inc - Street Dept. Vac-All Repairs	\$ 5,562.44
Geneva Lake Environmental Agency - August Payment	\$ 5,000.00
Asphalt Contractors Inc. - Street Improvements - Storm Drains	\$ 5,660.00
Lake Geneva Utility Commission - Water/Sewer Impact Fees	\$ 5,688.00
Lake Geneva CVB - 3rd Quarter Payment	\$ 25,000.00
Interspiro, Inc. - Dive Gear - Police Dept.	\$ 7,101.61
General Communications Inc. - Portable Radios - Fire Dept.	\$ 12,705.00
Jefferson Fire & Safety Inc. - Turnout Gear, Air Bags-Squad	\$ 6,679.82
Balance of Other Items	\$ 58,487.31

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice Detail.GL account (2 Characters) = {&lt;&gt;} "61"

Invoice Detail.GL account (2 Characters) = {&lt;&gt;} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>ACL SERVICES LLC</b>				
X670-201806-0	06/30/2018	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	138.00
Total ACL SERVICES LLC:				138.00
<b>ADVANCE AUTO PARTS</b>				
719382052161	07/24/2018	A/C RECHARGE-AMB #2	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	25.75
Total ADVANCE AUTO PARTS:				25.75
<b>ADVANCED DISPOSAL SERVICES</b>				
A40000009460	07/15/2018	LANDFILL USE	11-36-00-52960 SOLID WASTE-STREET DEPT	597.01
Total ADVANCED DISPOSAL SERVICES:				597.01
<b>AMAZON</b>				
443081-7/18	07/10/2018	HAND COUNTERS	40-54-10-53100 BEACH OFFICE SUPPLIES	9.99
443081-7/18	07/10/2018	EXPANDING WALLET	11-24-00-53990 BLDG INSPECTOR MISC EXPENSES	60.88
Total AMAZON:				70.87
<b>AMY'S SHIPPING EMPORIUM</b>				
19718	06/06/2018	UPS-LAB SVCS	11-22-00-53120 POSTAGE EXPENSE	15.28
20025	06/20/2018	UPS-MALEK	11-22-00-53120 POSTAGE EXPENSE	21.63
20062	06/21/2018	UPS-GENERAL COMMUNICATI	11-22-00-53120 POSTAGE EXPENSE	12.45
Total AMY'S SHIPPING EMPORIUM:				49.36
<b>ASPHALT CONTRACTORS INC</b>				
18300	07/20/2018	ASPHALT-STORM DRAINS	43-32-10-17010 2017 STREET IMP PROGRAM	5,660.00
Total ASPHALT CONTRACTORS INC:				5,660.00
<b>AURORA HEALTH CARE</b>				
IN367	07/17/2018	EMS SUPPLIES-DRUGS	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	610.14
Total AURORA HEALTH CARE:				610.14
<b>BADGER STATE INDUSTRIES</b>				
306-175880	07/13/2018	PAPER TOWELS,TP	99-00-00-53500 LIBRARY MAINT SUPPLIES	103.10
Total BADGER STATE INDUSTRIES:				103.10
<b>BATZNER PEST CONTROL</b>				
2505937	07/23/2018	PEST CONTROL-RIV-JUL	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	114.00
Total BATZNER PEST CONTROL:				114.00
<b>BEAVER DAM COMMUNITY LIBRARY</b>				
6-27-18	06/27/2018	LOST BOOK	99-00-00-52110 GENERAL ADMIN EXPENSES	30.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total BEAVER DAM COMMUNITY LIBRARY:				30.00
<b>BEHRINGER, ASHLEY</b>				
REFUND-BEH	07/19/2018	BEHRINGER SEC DEP 7/14/18	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFUND-BEH	07/19/2018	SETUP,SEC GRD,7/14/18	40-55-10-46740 UPPER RIVIERA REVENUE	308.50
Total BEHRINGER, ASHLEY:				691.50
<b>BEK SPECIALTIES</b>				
17955	07/10/2018	NAME BADGE	99-00-00-52110 GENERAL ADMIN EXPENSES	19.00
Total BEK SPECIALTIES:				19.00
<b>BEST STAMPS</b>				
355904	06/26/2018	WAY STAMP	11-21-00-53990 PD MISCELLANEOUS EXP	15.00
Total BEST STAMPS:				15.00
<b>BIO AQUATIC SERVICES LLC</b>				
3802	07/11/2018	LAKE WEED SPRAYING	40-54-10-52640 LAKE SPRAYING	4,950.00
Total BIO AQUATIC SERVICES LLC:				4,950.00
<b>BORCHERT, LOUDEN S</b>				
REIMB 7/18/18	07/17/2018	REIMB WORK PERMIT/BEACH	40-54-10-53990 BEACH MISCELLANEOUS	10.00
Total BORCHERT, LOUDEN S:				10.00
<b>BOUND TREE MEDICAL LLC</b>				
82844905	04/23/2018	DIABETIC METER CARRY CASE	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	19.09
82905687	06/26/2018	TUBING,ORAL NASAL,OXIMETR	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	232.00
82915382	07/06/2018	GLUCOSE STRIPS,TUBING,GA	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	230.37
82919645	07/11/2018	GAUZES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	7.80
82923653	07/16/2018	STETHOSCOPE,SHEARS,SLEE	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	149.14
82925349	07/17/2018	N95 MASKS FIT TESTING	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	62.08
82932117	07/24/2018	GAUZES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	47.04
Total BOUND TREE MEDICAL LLC:				747.52
<b>BREEZY HILL NURSERY</b>				
I-216128	07/19/2018	POND MAINT-JUL	42-34-50-52200 PARKING LOT PLANTING/MAINT	216.00
Total BREEZY HILL NURSERY:				216.00
<b>BUMPER TO BUMPER AUTO PARTS</b>				
662-389037	05/25/2018	OIL-MOWER	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	41.88
662-389038	05/23/2018	OIL-MOWER	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	20.94
662-392363	07/17/2018	ELECTRONIC CATALOG	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	7.58
662-392461	07/18/2018	ANTIFREEZE,ANTI SEIZE-TRAC	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	64.26
662-392943	07/26/2018	TAIL LIGHT	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	3.98
Total BUMPER TO BUMPER AUTO PARTS:				138.64
<b>BUNGE,GREG</b>				
REFUND 7/14/	07/16/2018	BUNGE-SEM-7/14/18	11-00-00-23530 SECURITY DEPOSITS	150.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total BUNGE,GREG:				150.00
<b>BURNS INDUSTRIAL SUPPLY CO., INC.</b>				
715310	07/19/2018	HOSE,CLAMP-5085M	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	62.21
Total BURNS INDUSTRIAL SUPPLY CO., INC.:				62.21
<b>BURRIS EQUIPMENT CO</b>				
PI88474	07/05/2018	O-RING-JACOBSEN	11-52-00-52500 EQUIPMENT REPAIR SERVICES	17.45
Total BURRIS EQUIPMENT CO:				17.45
<b>CDW GOVERNMENT INC</b>				
NGR6236	07/03/2018	PRINTER-DETECTIVES	11-21-00-53050 DATA PROCESSING	439.92
Total CDW GOVERNMENT INC:				439.92
<b>CINTAS CORP</b>				
5011304989	07/31/2018	ALLERGY RELIEF,IBUPROFEN,	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	78.05
Total CINTAS CORP:				78.05
<b>CINTAS FIRE PROTECTION</b>				
OF36595432	07/06/2018	FIRE SYSTEM SERVICES	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	297.46
Total CINTAS FIRE PROTECTION:				297.46
<b>CITY OF BURLINGTON</b>				
WARRANT-NE	07/27/2018	NEWELL,DARIO 07171967	11-12-00-24280 COURT FINES-OTHER	114.00
Total CITY OF BURLINGTON:				114.00
<b>CRAIG WAHLSTEDT</b>				
716143	07/25/2018	REIMB-SWEEPER SEAL	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	4.85
Total CRAIG WAHLSTEDT:				4.85
<b>DATA EQUIPMENT SERVICES</b>				
971	07/12/2018	MODEM SVC-JUL	42-34-50-52210 TELEPHONE EXPENSE	990.00
971	07/12/2018	MODEM SVC-JUL	40-54-10-53400 LUKE OPERATING EXPENSES	45.00
Total DATA EQUIPMENT SERVICES:				1,035.00
<b>DOWN TO EARTH CONTRACTORS INC</b>				
6832	07/20/2018	REBUILD CATCH BASIN-LINDA	43-32-10-17010 2017 STREET IMP PROGRAM	2,340.75
Total DOWN TO EARTH CONTRACTORS INC:				2,340.75
<b>DUNN LUMBER &amp; TRUE VALUE</b>				
728455	06/29/2018	TOILET TANK PARTS	99-00-00-53500 LIBRARY MAINT SUPPLIES	9.98
728455	06/29/2018	DISCOUNT	99-00-00-48190 DISCOUNTS EARNED	.50-
728669	07/11/2018	GARBAGE BAGS	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	14.99
728701	07/02/2018	BULBS	99-00-00-53500 LIBRARY MAINT SUPPLIES	31.92
728701	07/02/2018	DISCOUNT	99-00-00-48190 DISCOUNTS EARNED	1.60-
729321	07/09/2018	FURNACE FILTER	99-00-00-53500 LIBRARY MAINT SUPPLIES	29.99
729321	07/09/2018	DISCOUNT	99-00-00-48190 DISCOUNTS EARNED	1.50-

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
730208	07/16/2018	PROPANE GAS CYLINDER-STA	42-34-50-53100 OFFICE SUPPLIES	8.98
730346	07/17/2018	BULBS	99-00-00-53500 LIBRARY MAINT SUPPLIES	40.93
730346	07/17/2018	DISCOUNT	99-00-00-48190 DISCOUNTS EARNED	2.05-
730378	07/17/2018	BATTERIES-GARAGE OPENER	48-00-00-53400 CEM OPERATING SUPPLIES	27.97
730692	07/19/2018	CHLORINE,BATTERIES,SPRAY	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	94.21
730692	07/19/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	1.92-
730901	07/22/2018	AED BATTERIES-E #2	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	79.95
730901	07/22/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	4.00-
730939	07/23/2018	LIGHT BULBS-PIER RESTROOM	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	14.99
730939	07/23/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	.75-
731042	07/23/2018	PAINT BRUSH	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	8.99
731042	07/23/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	.45-
731096	07/23/2018	PRIMER SEAL,COTTON BOWL	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	13.08
731096	07/23/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	.65-
731781	07/30/2018	PAINT ROLLER-1055 BUILDING	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	5.79
731781	07/30/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	.29-
732033	07/31/2018	OUTLET COVERS	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	19.98
732033	07/31/2018	DISCOUNT	11-00-00-48190 DISCOUNTS EARNED	1.00-
Total DUNN LUMBER & TRUE VALUE:				387.04
<b>ELDER, NAN</b>				
JULY 20018	07/23/2018	22.6 MILES-ELEC EQUIP TRNG	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	12.32
Total ELDER, NAN:				12.32
<b>EMERGENCY APPARATUS MAINT</b>				
100236	05/13/2018	PUMP TEST-SQUAD #1	11-22-00-58200 STATE MANDATED EQUIP TESTING	362.13
100668	06/27/2018	REPAIR CHARGING SYSTEM-A	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	1,380.03
100859	07/12/2018	BATTERY,WIRING HARNESS-A	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	272.13
100861	07/12/2018	AIRLINE REPAIR-TOWER #1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	543.91
Total EMERGENCY APPARATUS MAINT:				2,558.20
<b>FIRE-RESCUE SUPPLY LLC</b>				
7703	07/03/2018	BOOTS-WOLFF	50-22-00-58000 FIRE EQUIPMENT PURCHASES	375.00
7719	07/18/2018	SCBA CLEANING PADS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	54.00
Total FIRE-RESCUE SUPPLY LLC:				429.00
<b>FORD OF LAKE GENEVA</b>				
63955	06/22/2018	OIL CHANGE,BAL TIRES-#203	11-21-00-53610 PD EQUIP MAINT SERV COSTS	351.48
64161	07/02/2018	BRAKE REPAIR,PLUG TIRE-#20	11-21-00-53610 PD EQUIP MAINT SERV COSTS	860.87
64198	07/10/2018	TRANSMISSION LINES-A3	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	585.40
64213	07/10/2018	COILS,SPARK PLUGS-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	347.62
64373	07/17/2018	TRANSMISSION RPR-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	412.64
64617	07/31/2018	OIL CHANGE-#C1	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	30.09
Total FORD OF LAKE GENEVA:				2,588.10
<b>FRED WALLING</b>				
JULY 2018	07/23/2018	SWWBIA-330 MILES	11-24-00-53300 BLDG INSPECTOR TRAVEL-MILEAGE	176.55
Total FRED WALLING:				176.55
<b>FRIENDS OF LAKE GENEVA LIBRARY</b>				
REFUND 7/18	07/16/2018	FRIENDS/LIB-AUTHORFEST 201	11-00-00-23530 SECURITY DEPOSITS	100.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total FRIENDS OF LAKE GENEVA LIBRARY:				100.00
<b>GALLS LLC</b>				
10151016	06/19/2018	CSO-SAFETY VESTS	11-21-00-51390 PD RESERVES UNIFORM EXPENSE	180.00
10153730	06/20/2018	BLAUSER-NAME PLATE,SHOES	11-22-00-51380 FIRE DEPT UNIFORMS	98.84
10158503	06/20/2018	UNIFORM-WISNIEWSKI	11-21-00-51380 PD UNIFORM ALLOWANCE	44.95
10187453	06/25/2018	PETKOFF-ZIP JOB SHIRT	11-22-00-51380 FIRE DEPT UNIFORMS	49.99
10252779	07/05/2018	UNIFORM-BIKE PATROL	11-21-00-51390 PD RESERVES UNIFORM EXPENSE	47.63
10253916	07/08/2018	UNIFORM-GEE	11-21-00-51380 PD UNIFORM ALLOWANCE	49.99
10253956	07/05/2018	UNIFORM-RICHARDSON	11-21-00-51380 PD UNIFORM ALLOWANCE	85.88
10256814	07/06/2018	CORTES-SHIRT	11-22-00-51380 FIRE DEPT UNIFORMS	49.99
10268314	07/06/2018	MILLS-PANTS	11-22-00-51380 FIRE DEPT UNIFORMS	44.99
10268779	07/09/2018	UNIFORM-BIKE PATROL SHIRT	11-21-00-51390 PD RESERVES UNIFORM EXPENSE	133.37
10273251	07/09/2018	UNIFORM-RICHARDSON	11-21-00-51380 PD UNIFORM ALLOWANCE	79.99
10278775	07/10/2018	CORTES-PANTS	11-22-00-51380 FIRE DEPT UNIFORMS	44.99
Total GALLS LLC:				910.61
<b>GEAR WASH LLC</b>				
13039-QB	08/10/2017	TURNOUT GEAR SOAP	11-22-00-53400 OPERATING SUPPLIES	20.55
14205	06/07/2018	TURNOUT NAMEPLATE	11-22-00-53400 OPERATING SUPPLIES	60.26
Total GEAR WASH LLC:				80.81
<b>GENERAL COMMUNICATIONS INC</b>				
256307	06/18/2018	MOBILE MICROPHONES	11-22-00-52620 FD-COMMUNICATION SYS MAINT FEE	252.00
256720	06/25/2018	PORTABLE RADIOS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	8,251.20
256721	06/25/2018	PORTABLE RADIOS	50-22-00-58000 FIRE EQUIPMENT PURCHASES	4,201.80
Total GENERAL COMMUNICATIONS INC:				12,705.00
<b>GENEVA LAKE ENVIRONMENTAL AGCY</b>				
AUG 2018	08/01/2018	AUGUST PAYMENT	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	5,000.00
Total GENEVA LAKE ENVIRONMENTAL AGCY:				5,000.00
<b>GENEVA ONLINE INC</b>				
1066803	07/02/2018	EMAIL SVC-JUL	11-12-00-52210 MUNICIPAL CT TELEPHONE	2.00
Total GENEVA ONLINE INC:				2.00
<b>GINA WARREN</b>				
REFUND-WAR	07/30/2018	WARREN-SEC DEP 7/28/18	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFUND-WAR	07/30/2018	WARREN-SETUP,SEC GRD 7/28	40-55-10-46740 UPPER RIVIERA REVENUE	314.50
Total GINA WARREN:				685.50
<b>GREAT AMERICA LEASING CORP</b>				
23054449	07/23/2018	BIZ HUB-JUL	11-22-00-53400 OPERATING SUPPLIES	198.89
Total GREAT AMERICA LEASING CORP:				198.89
<b>HE STARK AGENCY INC</b>				
JUNE 2018	06/29/2018	COLLECTION FEES-JUN	42-34-50-52160 PROFESSIONAL SERVICES	806.08

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total HE STARK AGENCY INC:				806.08
<b>HEIN ELECTRIC SUPPLY CO</b>				
482436-00	07/06/2018	CENTER/WRIGLEY LIGHT	11-10-00-52450 EXPENSES SUBJECT TO INS CLAIM	3,694.33
Total HEIN ELECTRIC SUPPLY CO:				3,694.33
<b>HENRY A SIBBING</b>				
JULY 2018	07/23/2018	JUDGE SEMINAR-256 MILES	11-12-00-53300 MUNICIPAL CT TRAVEL-MILEAGE	139.52
JULY 2018	07/23/2018	JUDGE SEMINAR-MEALS	11-12-00-53310 MUN CT-MEALS & LODGING	225.46
JULY 2018	07/23/2018	JUDGE SEMINAR-PARKING	11-12-00-53300 MUNICIPAL CT TRAVEL-MILEAGE	6.00
Total HENRY A SIBBING:				370.98
<b>HOTSY CLEANING SYSTEMS INC</b>				
124806-IN	07/13/2018	POWER WASHER HOSE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	218.85
Total HOTSY CLEANING SYSTEMS INC:				218.85
<b>IDVILLE</b>				
3384804	07/05/2018	BUSINESS CARD STOCK	11-21-00-53100 PD OFFICE SUPPLIES	38.00
Total IDVILLE:				38.00
<b>INITIAL DESIGNS</b>				
6885	06/18/2018	T-SHIRTS	11-22-00-51380 FIRE DEPT UNIFORMS	523.25
Total INITIAL DESIGNS:				523.25
<b>INTERSPIRO, INC</b>				
150586	06/21/2018	DIVE GEAR	50-21-00-58000 POLICE EQUIPMENT PURCHASES	7,101.61
Total INTERSPIRO, INC:				7,101.61
<b>ITU ABSORB TECH INC</b>				
7043866	07/13/2018	MATS,MOPS,FRAGRANCE	40-55-10-53600 UPPER RIVIERA MAINTENANCE	90.41
7043867	07/13/2018	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	79.16
7052924	07/27/2018	MATS,RAGS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	82.82
Total ITU ABSORB TECH INC:				252.39
<b>JAMES IMAGING SYSTEMS INC</b>				
829371	06/18/2018	TOSH ES3555C-JUN	11-21-00-55310 COPY MACHINE & SHREDDING SVC	123.85
829372	06/18/2018	TOSH ES357-JUN	11-21-00-55310 COPY MACHINE & SHREDDING SVC	48.55
834727	07/16/2018	TOSH ES3555C-JUN	11-21-00-55310 COPY MACHINE & SHREDDING SVC	94.54
834728	07/16/2018	TOSH ES357-JUN	11-21-00-55310 COPY MACHINE & SHREDDING SVC	31.99
Total JAMES IMAGING SYSTEMS INC:				298.93
<b>JARZYNSKI, NORBERT</b>				
REFUND	07/31/2018	PARKING TICKET OVERPAYME	42-34-50-46340 PARKING STALL TICKETS	40.00
Total JARZYNSKI, NORBERT:				40.00
<b>JEFFERSON FIRE &amp; SAFETY INC</b>				
244335A	12/28/2017	TURNOUT GEAR	50-22-00-58000 FIRE EQUIPMENT PURCHASES	144.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
248903	06/13/2018	AIR BAGS-SQUAD	50-22-00-58000 FIRE EQUIPMENT PURCHASES	6,535.82
Total JEFFERSON FIRE & SAFETY INC:				6,679.82
<b>JERRY WILLKOMM INC</b>				
244181	07/02/2018	1500 GAL GAS	11-32-10-53410 VEHICLE-FUEL & OIL	4,063.50
Total JERRY WILLKOMM INC:				4,063.50
<b>KAESTNER AUTO ELECTRIC CO</b>				
317584	07/12/2018	CAUTION LT LENSE CVR-TRK 1	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	106.00
Total KAESTNER AUTO ELECTRIC CO:				106.00
<b>KAPUR &amp; ASSOCIATES INC</b>				
94091-REVISE	05/23/2018	COST RECOVERY CR-17-62	11-00-00-13910 A/R BILL OUTS	5,139.74
Total KAPUR & ASSOCIATES INC:				5,139.74
<b>KOCOUREK, KATHLEEN</b>				
REFUND-KOC	07/20/2018	BOND REFUND-BB478959-5/BB	11-12-00-45100 COURT PENALTIES & FINES	323.60
Total KOCOUREK, KATHLEEN:				323.60
<b>LAKE GENEVA ANIMAL HOSPITAL</b>				
518659	06/01/2018	PICKUP/BOARD	11-21-00-52910 CARE OF STRAY ANIMALS	63.00
Total LAKE GENEVA ANIMAL HOSPITAL:				63.00
<b>LAKE GENEVA CONVENTION</b>				
3RD QTR 2018	08/01/2018	3RD QTR 2018 PAYMENT	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	25,000.00
Total LAKE GENEVA CONVENTION:				25,000.00
<b>LAKE GENEVA UTILITY</b>				
610 HARMON	07/09/2018	610 HARMONY DR	45-00-00-24520 WATER IMPACT FEES	2,704.00
610 HARMON	07/09/2018	610 HARMONY DR	45-00-00-24530 SEWER IMPACT FEES	2,984.00
Total LAKE GENEVA UTILITY:				5,688.00
<b>LANA KROPF</b>				
JULY 2018	07/24/2018	JUN-JUL MILEAGE-405.4 MILES	11-14-30-53300 CITY CLERK TRAVEL-MILEAGE	220.94
Total LANA KROPF:				220.94
<b>LANGUAGE LINE SERVICES</b>				
4349577	06/30/2018	INTERPRETER FEES	11-21-00-51400 PD INTERPRETERS FEES	37.75
Total LANGUAGE LINE SERVICES:				37.75
<b>LARK UNIFORM OUTFITTERS INC</b>				
268503	06/13/2018	SET EQUIPMENT	11-21-00-53420 PD SPECIAL EQUIPMENT	425.80
269506	06/28/2018	UNIFORM-HANSEN	11-21-00-51380 PD UNIFORM ALLOWANCE	37.95
270192	07/11/2018	AWARD PINS	11-21-00-51390 PD RESERVES UNIFORM EXPENSE	492.65
270334	07/13/2018	RESTOCKING FEE,SET EQUIP	11-21-00-53420 PD SPECIAL EQUIPMENT	10.40

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LARK UNIFORM OUTFITTERS INC:				966.80
<b>LONDONO,CAMILO CURREA</b>				
REFUND-LON	07/16/2018	REF BAUM TKT CN80F3SSTQ/D	11-12-00-45100 COURT PENALTIES & FINES	489.40
Total LONDONO,CAMILO CURREA:				489.40
<b>MAILFINANCE</b>				
N7255385	07/24/2018	METER LEASE-MAR-AUG	11-16-10-55320 CH POSTAGE METER RENT & EXP	891.60
Total MAILFINANCE:				891.60
<b>MALEK &amp; ASSOCIATES CONSULTANTS</b>				
5781	06/27/2018	PLAN REVIEW-281 N EDWARDS	11-22-00-57500 SPRINKLER SYSTEMS EXPENSES	235.00
5782	06/27/2018	FA REV-281 N EDWARDS	11-22-00-57500 SPRINKLER SYSTEMS EXPENSES	300.00
5787	07/12/2018	PLAN REVIEW-AURORA DERM	11-22-00-57500 SPRINKLER SYSTEMS EXPENSES	285.00
Total MALEK & ASSOCIATES CONSULTANTS:				820.00
<b>MARED MECHANICAL</b>				
108639	06/30/2018	A/C REPAIR	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	694.00
7106	07/13/2018	PREV MAINT-JUL	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	780.00
Total MARED MECHANICAL:				1,474.00
<b>MARLIN PRINTING &amp; GRAPHICS</b>				
497958	07/03/2018	BRUSH COLLECTION TAGS	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	42.50
497959	07/03/2018	SNOW REMOVAL TAGS	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	42.50
Total MARLIN PRINTING & GRAPHICS:				85.00
<b>MARTIN GROUP</b>				
1235087	06/20/2018	KONICA 20-JUN	11-21-00-55310 COPY MACHINE & SHREDDING SVC	14.55
1236335	07/20/2018	KONICA 20-JUL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	14.55
Total MARTIN GROUP:				29.10
<b>MARTINEZ, MICHELLE</b>				
EMT-7/18	07/20/2018	EMT-TEST	11-22-00-54120 TUITION REIMB PER CONTRACT	80.00
Total MARTINEZ, MICHELLE:				80.00
<b>MERCY HEALTH SYSTEM</b>				
400010070-7/1	07/09/2018	BLOOD DRAW	11-21-00-53800 PD SPECIAL INVESTIGATIONS	56.00
Total MERCY HEALTH SYSTEM:				56.00
<b>MIDSTATE EQUIPMENT</b>				
N21578	07/16/2018	BELTS-MOWER	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	251.68
N21650	07/23/2018	LAWNMOWER REPAIRS	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	273.05
Total MIDSTATE EQUIPMENT:				524.73
<b>NAPA AUTO PARTS</b>				
123887	07/17/2018	OIL DRY	11-22-00-53400 OPERATING SUPPLIES	95.76

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total NAPA AUTO PARTS:				95.76
<b>NORTHWIND PERENNIAL FARM</b>				
8609	07/17/2018	GARDEN CARE-JUN	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	528.00
Total NORTHWIND PERENNIAL FARM:				528.00
<b>NYQUIST ENGINEERING</b>				
1187	07/15/2018	1ST/2ND QTR IT SVCS	11-22-00-54500 FIRE IT SERVICES	750.00
1189	07/15/2018	2ND QTR IT SVS	11-21-00-53050 DATA PROCESSING	862.50
1189	07/15/2018	2ND QTR IT SVS	11-21-00-53610 PD EQUIP MAINT SERV COSTS	1,575.00
1189	07/15/2018	2ND QTR IT SVS-BID CAMERA	11-00-00-13910 A/R BILL OUTS	50.00
1191	07/15/2018	2ND QTR IT SVS	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	5,143.13
1191	07/15/2018	CASELLE INSTALL/TRAINING	50-00-00-58000 MISC/COMP EQUIP PURCHASES	3,325.00
1191	07/15/2018	PCS,LAPTOP/SETUP	50-00-00-58000 MISC/COMP EQUIP PURCHASES	712.50
Total NYQUIST ENGINEERING:				12,418.13
<b>OFFICE DEPOT</b>				
160315109001	07/06/2018	INDEX TABS	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	17.94
160315633001	07/06/2018	RECEIPT PRINTER TONER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	42.63
163821652001	07/13/2018	TAPE	40-54-10-53100 BEACH OFFICE SUPPLIES	5.86
163821652001	07/13/2018	PENS	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	32.32
163821652001	07/13/2018	DYMO LABEL	11-15-10-53100 ACCTG OFFICE SUPPLIES	6.85
167661185001	07/23/2018	PEN,COUNTERFEIT	11-15-10-53100 ACCTG OFFICE SUPPLIES	8.07
Total OFFICE DEPOT:				113.67
<b>ORVINO, RICH</b>				
REFUND 8/18	08/02/2018	REFUND BEACH PASS-ORVINO	40-54-10-46730 BEACH REVENUE	24.00
Total ORVINO, RICH:				24.00
<b>OTTO JACOBS</b>				
116373	07/23/2018	GRAVEL-STORM DRAINS	43-32-10-17010 2017 STREET IMP PROGRAM	468.00
Total OTTO JACOBS:				468.00
<b>PIGGLY WIGGLY</b>				
REFUND	07/05/2018	RESTITUTION-OPPER N538879-	11-12-00-45100 COURT PENALTIES & FINES	50.00
Total PIGGLY WIGGLY:				50.00
<b>QUILL CORPORATION</b>				
8092956	06/25/2018	TONER-DETECTIVES	11-21-00-53100 PD OFFICE SUPPLIES	239.38
8389085	07/09/2018	PAPER,DVDR LIFE SERIES	11-21-00-53100 PD OFFICE SUPPLIES	240.11
8624467	07/18/2018	ANNUAL MEMBERSHIP RENEW	11-21-00-53100 PD OFFICE SUPPLIES	69.00
Total QUILL CORPORATION:				548.49
<b>RABUS, KAREN</b>				
REFUND-RAB	07/30/2018	RABUS-SEC DEP 7/27/18	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFUND-RAB	07/30/2018	RABUS-SETUP,SECGRD 7/27/1	40-55-10-46740 UPPER RIVIERA REVENUE	354.00-
Total RABUS, KAREN:				646.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>RADISSON-PAPER VALLEY RESORT</b>				
IAEI CONF/WA	07/16/2018	IAEI CONF LODGING	11-24-00-53310 BLDG INSP-MEALS & LODGING	276.00
Total RADISSON-PAPER VALLEY RESORT:				276.00
<b>RAGNASOFT INC</b>				
RSI-0003229	07/05/2018	ANNUAL PLANIT SUBSCRIPTIO	11-21-00-53050 DATA PROCESSING	2,500.00
Total RAGNASOFT INC:				2,500.00
<b>RED THE UNIFORM TAILOR</b>				
OOW69358	07/23/2018	PETERS-WALLET	11-22-00-51380 FIRE DEPT UNIFORMS	15.90
OW69522A	07/05/2018	BREWER-BELT	11-22-00-51380 FIRE DEPT UNIFORMS	21.50
OW69524A	07/05/2018	JINAR-BELT	11-22-00-51380 FIRE DEPT UNIFORMS	21.50
Total RED THE UNIFORM TAILOR:				58.90
<b>REINDERS INC</b>				
2906116-00	06/18/2018	SUPPLIES-LIBRARY SIGN	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	113.65
Total REINDERS INC:				113.65
<b>RESCUE TECH1 INC</b>				
14241	06/25/2018	TECHNICAL RESCUE SUPPLIE	50-22-00-58000 FIRE EQUIPMENT PURCHASES	1,440.90
Total RESCUE TECH1 INC:				1,440.90
<b>RHYME BUSINESS PRODUCTS</b>				
23002814	07/16/2018	SHARP-MX-3070N-JUL	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	336.35
AR231879	06/28/2018	M3550IDN-JUN	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	22.00
Total RHYME BUSINESS PRODUCTS:				358.35
<b>ROTE OIL COMPANY</b>				
1820500008	07/24/2018	373.9 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,068.98
1820500009	07/24/2018	196.4 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	500.63
Total ROTE OIL COMPANY:				1,569.61
<b>RUSSO POWER EQUIPMENT</b>				
5236935	07/23/2018	PULLEY-TORO MOWER	11-52-00-52500 EQUIPMENT REPAIR SERVICES	25.93
Total RUSSO POWER EQUIPMENT:				25.93
<b>SERWE IMPLEMENT CO INC</b>				
SO-001170S	05/14/2018	FLUID DRIVE-VAC ALL	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	5,562.44
Total SERWE IMPLEMENT CO INC:				5,562.44
<b>SHRED-IT</b>				
8125243411	07/22/2018	SHREDDING SVC-JUN	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	15.00
8125244117	07/22/2018	SHREDDING SVC-JUL	11-21-00-55310 COPY MACHINE & SHREDDING SVC	35.00
Total SHRED-IT:				50.00
<b>SOMAR TEK LLC/SOMAR ENTERPRISE</b>				
101041	07/02/2018	UNIFORM-GRITZNER	11-21-00-51380 PD UNIFORM ALLOWANCE	107.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total SOMAR TEK LLC/SOMAR ENTERPRISE:				107.99
<b>STATE OF WISCONSIN</b>				
477036	07/24/2018	ELEVATOR PERMIT	11-24-00-52170 CONTRACT-ELEVATOR INSPECTION	150.00
Total STATE OF WISCONSIN:				150.00
<b>STREICHERS</b>				
I1318904	06/15/2018	UNIFORM-THORNBURGH	11-21-00-51380 PD UNIFORM ALLOWANCE	111.98
I1320185	06/26/2018	UNIFORM-THORNBURGH	11-21-00-51380 PD UNIFORM ALLOWANCE	55.00
I1320186	06/26/2018	CLOTHING-POVISH	11-21-00-51380 PD UNIFORM ALLOWANCE	61.00
I1320797	06/29/2018	VESTS	11-21-00-57370 SOFTVEST EXPENDITURES	2,415.00
Total STREICHERS:				2,642.98
<b>SYSTEMS DESIGN</b>				
16178	07/17/2018	SPRINKLER SERVICE	11-52-00-53520 GROUNDS MAINT SUPPLIES	75.00
Total SYSTEMS DESIGN:				75.00
<b>THE SUPPLY CORPORATION</b>				
68605-IN	07/13/2018	HAND SOAP-BEACH HOUSE	40-54-10-53520 BEACH MAINTENANCE SUPPLIES	219.50
68620-IN	07/17/2018	FEMININE PROD MACH-BEACH	40-54-10-53990 BEACH MISCELLANEOUS	425.67
Total THE SUPPLY CORPORATION:				645.17
<b>TIME WARNER CABLE</b>				
718885501071	07/12/2018	INTERNET SVC-JUL	11-16-10-52210 CITY HALL TELEPHONE EXPENSE	63.29
Total TIME WARNER CABLE:				63.29
<b>TOM DEBAERE</b>				
REIMB-8/18	08/01/2018	KIOSK CLEANING SUPPLIES	42-34-50-53100 OFFICE SUPPLIES	51.60
Total TOM DEBAERE:				51.60
<b>TOWN OF BURLINGTON</b>				
WARRANT-GA	07/18/2018	WARRANT-GARCIA,ANGELICA	11-12-00-24280 COURT FINES-OTHER	159.00
Total TOWN OF BURLINGTON:				159.00
<b>TOWN OF DELAVAN</b>				
WARRANT-CR	07/17/2018	WARRANT #2965133-CREWS	11-12-00-24280 COURT FINES-OTHER	313.00
Total TOWN OF DELAVAN:				313.00
<b>TRANS UNION LLC</b>				
6819758	06/27/2018	BACKGROUND CHECKS	11-21-00-54110 PD APPLICATION PROCESS	31.26
Total TRANS UNION LLC:				31.26
<b>TRIEBOLD OUTDOOR POWER LLC</b>				
IC32208	07/24/2018	TIRES,HITCH PIN-KUBOTA RTV	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	346.26
Total TRIEBOLD OUTDOOR POWER LLC:				346.26

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
<b>TULLY, ANDY</b>				
REFUND-TULL	07/23/2018	TULLY SEC DEP 7/21/18	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFUND-TULL	07/23/2018	SETUP,SEC GRD,7/21/18	40-55-10-46740 UPPER RIVIERA REVENUE	328.00-
Total TULLY, ANDY:				672.00
<b>ULINE</b>				
98774925	06/25/2018	PART HEAT SEALER-EVIDENC	11-21-00-53800 PD SPECIAL INVESTIGATIONS	57.24
Total ULINE:				57.24
<b>UNIQUE MANAGEMENT SERVICES INC</b>				
465177	07/01/2018	COLLECTION FEES-JUL	99-00-00-55100 LIBRARY SIRSI	8.95
Total UNIQUE MANAGEMENT SERVICES INC:				8.95
<b>VANDEWALLE &amp; ASSOCIATES INC</b>				
201807009	07/18/2018	CITY PLANNER	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	2,183.50
201807009	07/18/2018	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	2,593.77
Total VANDEWALLE & ASSOCIATES INC:				4,777.27
<b>VERIZON WIRELESS</b>				
9810272315	07/03/2018	AIR CARDS-JUN	11-21-00-52210 PD TELEPHONE EXPENSE	918.21
Total VERIZON WIRELESS:				918.21
<b>WALWORTH COUNTY SHERIFF</b>				
JUNE 2018	07/06/2018	PRISONER CONFINES-JUN	11-12-00-52900 CARE OF PRISONERS	30.00
Total WALWORTH COUNTY SHERIFF:				30.00
<b>WEDIGE RADIATOR &amp; AC INC</b>				
171654	07/10/2018	RADIATOR REPAIR-JD2750	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	92.00
Total WEDIGE RADIATOR & AC INC:				92.00
<b>WELDERS SUPPLY CO</b>				
10014163	07/13/2018	EMS OXYGEN TANK RENTAL	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	364.00
Total WELDERS SUPPLY CO:				364.00
<b>WI ELEVATOR INSPECTION</b>				
11533	07/16/2018	ANNUAL ELEV INSP	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	190.00
11534	07/16/2018	ANNUAL ELEV INSP	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	95.00
Total WI ELEVATOR INSPECTION:				285.00
<b>YP</b>				
6000054823-7/	07/09/2018	POLICE YELLOW PAGES	11-21-00-52210 PD TELEPHONE EXPENSE	161.00
Total YP:				161.00
Grand Totals:				149,442.05

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Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

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

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

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