



REGULAR CITY COUNCIL MEETING
MONDAY, APRIL 9, 2018 – 6:00 PM
COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Mayor Kupsik calls the meeting to order
2. Pledge of Allegiance – Alderperson Kordus
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 March 26, 2018, as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, License and Regulation on April 3, 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. Original 2018-2019 Operator’s (Bartender) License applications filed by Jennifer Goodfriend and Lucielle Novak
 - b. Temporary Class “B”/”Class B” Retailer’s License for the Walworth County Food Pantry for the event of Taste of Lake Geneva to be held on June 2, 2018 at Flat Iron Park
 - c. Event Permit Application made by the Lake Geneva Business Improvement District for the event of the Lake Geneva Arts Festival to be held May 4, May 5, and May 6, 2018 on the sidewalks of the downtown business district and alley between Avant Cycle and the Geneva Theater(*Staff recommends unloading zone be in front of Geneva Theatre not on Main Street as indicated in the application*)
 - d. Event Permit Application made by VISIT Lake Geneva for the events of Concerts in the Park to be held July 5, July 12, July 19, July 28, August 2, August 9, and August 23, 2018 at Flat Iron Park, Gazebo and Brunk Pavilion(*Request for waiver of fees except \$25 application fee*)
 - e. Event Permit Application made by Alex Austin for the event of a 3 on 3 Basketball Tournament to be held in Veteran’s Park on August 4, 2018 with a rain day option of August 5, 2018 (*Park Board approved contingent upon receipt and City Attorney review of Insurance*)
 - f. Event Permit Application made by the Frank Kresen American Legion Post #24 for the event of the Memorial Day Parade to be held on May 28, 2018 with parade route starting on Wisconsin Street and Broad Street ending at Flat Iron Park with a \$25 for Park Reservation Application Fee

- g. Event Permit Application made by Tony Tiet and Joseph Ceisel for the event of the Tiet/Ceisel Wedding to be held September 2, 2018 in the Samuel Donian Wetland Preserve
10. Item(s) removed from the Consent Agenda
11. **First Reading of Ordinance 18-5, Providing for Direct Annexation by Unanimous Consent of Electors and Property Owners of Territory Located in the Town of Geneva to the City of Lake Geneva for the applicant Mark Larkin, 500 Stone Ridge Drive, Lake Geneva, WI 53147, for the 1.95 acre property located at Tax Key No. JG2500014A***(Annexation recommended by the Plan Commission on February 19, 2018 and approved by the WI Dept. of Administration on March 29, 2018)*
12. **Finance, License, and Regulation Committee Recommendations of April 3, 2018- Ald. Kordus**
- a. Discussion/Action of Selection of MSI General to provide architectural and engineering design and project management services for the Riviera Improvement Project *(Selection recommended by the Piers, Harbor, & Lakefront Committee on March 27, 2018)*
 - b. Discussion/Action of approval of Agreement between Owner (City of Lake Geneva) and Architect (MSI General) for Riviera Improvement Project
 - c. Discussion/Action of approval of Agreement between Owner (City of Lake Geneva) and Construction Manager as Constructor (MSI General) for Riviera Improvement Project
 - d. Discussion/Action of an Ordinance amending Section 2-230 (b) for the Committee of the Whole to meeting quarterly *(Finance, License, and Regulation Committee motion to approve failed 2-3, with Halverson, Howell, and Skates voting noe)*
 - e. Discussion/Action of an Ordinance amending Section 90-198 for Docking Facilities Rental Authority to be the City Administrator or his/her designee
13. **Presentation of Accounts – Ald. Kordus (Recommended by Finance, License and Regulation Committee on April 3, 2018)**
- a. Purchase Orders (none)
 - b. Prepaid Bills in the amount of \$10,828.43
 - c. Regular Bills in the amount of \$145,511.73
14. **Recognition by Council Vice President Howell of Mayor Alan Kupsik, Alderperson Bob Kordus, and Alderperson Elizabeth Chappell for their service to the City of Lake Geneva**
15. **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) Approval of the Police Officers Union Labor Agreement between the City of Lake Geneva and the Labor Association of Wisconsin on behalf of the Lake Geneva Police Association for 2018; and **pursuant to Wis. Stat. 19.85(1)(g)** Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved with regard to: 2) Notice of Circumstances of White River Holdings LLC's Claims
16. **Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session**
17. **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.

4/6/2018 12:00 PM

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

CITY OF LAKE GENEVA OPERATOR (BARTENDER) LICENSE



Please Check:

- Original Application
- Renewal of Current License

PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. ANNUAL LICENSE EXPIRES JUNE 30TH EACH YEAR. FEE OF \$50.00 IS DUE UPON APPLICATION.

APPLICANT INFORMATION

Name: Goodfriend Jennifer Sue
Last First Middle

Maiden Name: Powell, Peura Date of Birth: _____

Address (Physical): _____

Mailing Address (if different): _____

City, State, Zip: _____

Phone: _____

Drivers License #: _____

BUSINESS WHERE LICENSEE WILL BE EMPLOYED

Business Name: Kwik Trip

Address: 710 Williams St. Lake Geneva, WI 53147

PLEASE ANSWER THE FOLLOWING QUESTIONS COMPLETELY

1. Is this an Original License or a Renewal License for the City of Lake Geneva?

ORIGINAL

RENEWAL

If this is an Original License, you must attach your certificate of completion of the Responsible Beverage Servers Course.

2. Have you ever had an Operator (Bartender) License?

YES

NO

If Yes, please state where: WI

3. Have you ever been convicted of a violation of any law or ordinance pertaining to the sale of beer or intoxicating liquors in Wisconsin or in any other state?

YES NO

If Yes, please provide charge, date and disposition: _____

4. Have you ever been convicted of a felony in Wisconsin or in any other state?

YES NO

If Yes, please provide charge, date and disposition: _____

I hereby agree to display and/or surrender my operator's license to any police officer or any official of the City of Lake Geneva or the State of Wisconsin for verification while I am working and further agree to abide by the State Statutes and local ordinances governing the sale of beer and intoxicating liquors. I hereby acknowledge being given and having read a copy of Wis. Stat. 125.32 (2) and (3). Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

APPLICANT SIGNATURE

Jennifer Sue Goodfriend DATE: 3/26/18

For Office Use Only

Date Filed: March 27, 2018
Receipt No: C180327-21
Total Amount: \$50

Forwarded to Police Chief: March 27, 2018

Background Completed: _____

Recommendation: _____ Approved Denied

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

MAIL TO: Individual
Establishment

WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Jennifer Sue Goodfriend

School Name: 360training.com, Inc.

Date of Completion: 03/17/2018

Certification #: WI-75788

I,  _____

Certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters
6801 N Capital of Texas Hwy, Suite 150
Austin, TX 78731
P: 877.881.2235

**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 26, 2018 – 6:00 PM
COUNCIL CHAMBERS, CITY HALL**

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

The Pledge of Allegiance was led by Alderperson Skates.

Roll Call:

Present: Mayor Kupsik, Alderperson Chappell, Skates, Kordus, Flower, Straube, Halverson, Hedlund, and Howell

Absent:

Guests: City Attorney Draper, City Administrator Oborn, Clerk Kropf, and City Planner Jackie Miche

Awards, Presentations, and Proclamations

Certificate of Recognition of Lois Zingle in celebration of her 100th Birthday

Mayor Kupsik congratulated and gave a Certificate of Recognition in celebration of her 100th birthday.

Clerk Kropf announced that City Hall will be open on Good Friday, which is March 30, 2018 for voting only. She announced that voters can cast an absentee ballot through Friday, March 30, 2018. She further stated that no one can register to vote or cast an absentee ballot on the Monday before the election.

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

Sherri Ames, 603 Center St; Spoke in regards to Resolution 18-R20, regarding the Conditional Use for 615 Center Street to conduct a Bed and Breakfast Establishment and would like it to be tabled at this time so that more information can be obtained.

Selena Proksa, 517 Franklin Ave; Spoke in regards to the land use for Edwards Blvd concerning the construction of a hotel.

Mary Jo Fesenmaier; 1085 S Lakeshore Dr; Spoke in regards to the Bike and Pedestrian plan and would like to see the plan amended to remove the path through Bigfoot Park. She asked to pull the refund for Beachside Hospitality so that the Council may discuss it further. She also spoke in regards to the land use on Edwards Blvd.

Charlene Klein, 817 Wisconsin St; Spoke in opposition for the proposed hotel to be constructed on Edwards Blvd and felt that this item needs to be discussed in open session. She also asked that the path noted on the Bike and Pedestrian study through Bigfoot Park be removed as well.

Dick Malmin, N1991 S Lakeshore Dr; Spoke in opposition of the proposed Bike and Pedestrian study regarding the path through Bigfoot Park.

Tom Hartz, 1051 Lake Geneva Blvd; Spoke in regards to Resolution 18-R23 and the bid awardment of the bid for the 2018 Street Improvement project. She would like to see the work done on Broad and Wrigley paid for through the parking revenue versus borrowed funds. Spoke in favor of the Bike and Pedestrian study especially for those who do not have a vehicle.

Acknowledgement of Correspondence

Clerk Kropf noted that one item of correspondence was received regarding the possible construction of a Hampton Inn on Edwards Blvd.

Approve Regular City Council Meeting minutes of March 12, 2018, as prepared and distributed
Motion by Skates to approve the March 12, 2018 Council Meeting minutes, second by Kordus. Motion carried 8-0.

CONSENT AGENDA – *Recommended by Finance, License and Regulation on March 20, 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.

Original 2018-2019 Operator’s (Bartender) License applications filed by Cheryl Westra, Lindsey Lohry, and Shannon Artus

Alcohol License Premise Extension Application for Lake Geneva Lanes for July 28, 2018 from 8:00 a.m. to 7:00 p.m. for the event of the Legion Classic Car Show

Motion by Kordus to approve the consent agenda, second by Chappell. Motion carried 8-0.

Item(s) removed from the Consent Agenda

None

First reading of Ordinance 18-02: An ordinance amending Section 78-247, Storm Sewers of Division 2, use of Public Sewers of Article III, Sewer Service of Chapter 78 Utilities of the Municipal Code of the City of Lake Geneva, Wisconsin; Amending and adding regulations concerning Storm Water Management

Motion by Kordus to suspend rules and offer the ordinance for a second reading , second by Helund. Motion carried 8-0.

Motion by Kordus to approve Ordinance 18-02, second by Heldund. Kordus noted that this is a clean up and is putting the City into compliance with state statutes. Motion carried 8-0.

Finance, License and Regulation Committee Recommendations of March 20, 2018 – Ald. Kordus

Discussion/Action on Resolution 18-R23, authorizing the transfer of \$382,248.41 from the Lakefront Special Revenue Fund and an amount of \$883,733.98 from the Parking Special Revenue Fund to the General Fund at year end 2017 which will leave a \$75,000 required addition to the fund balance in each of these funds

Motion by Kordus to approve Resolution 18-R23, second by Hedlund. Kordus noted that this happens every year per our City ordinance. Skates noted that this balance is rather large and he would like to know how that money is used. City Administrator noted that this item should be approved and then the fund balance can be reviewed. Skates also noted that there is not a fund balance policy and would like to see one created. Flower would also like to see a policy created for the Equipment Replacement Fund on that note. Motion carried 8-0.

Discussion/Action on Resolution 18-R10, authorizing the 2017 transfer of monies from the Designated Fund Balance –PD State Seizures account to the Undesignated Fund Balance account in the amount of \$4,446.37 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R10, second by Skates. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R11, authorizing the 2017 transfer of monies from the Designated Fund Balance- PD Donations account to the Undesignated Fund Balance account in the amount of \$2,167.71 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R11, second by Hedlund. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R12, authorizing the 2017 transfer of monies to the Designated Fund Balance-PD Uniform Allowance account from the Undesignated Fund Balance account in the amount of \$1,614.76 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R12, second by Skates. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R13, authorizing the 2017 transfer of monies to the Designated Fund Balance-EMS Act 102 Program account from the Undesignated Fund Balance account in the amount of \$2,277.37 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R13, second by Howell. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R14, authorizing the 2017 transfer of monies to the Designated Fund Balance-Fire CPR Revenue account from the Undesignated Fund Balance account in the amount of \$1,097.98 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R14, second by Skates. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R15, authorizing the 2017 transfer of monies from the Designated Fund Balance-Fire Donations account to the Undesignated Fund Balance account in the amount of \$6,933.98 (recommended by Police and Fire Commission on March 8, 2018)

Motion by Kordus to approve Resolution 18-R15, second by Halverson. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R16, authorizing the 2017 transfer of monies from the Designated Fund Balance-Historic Preservation account to the Undesignated Fund Balance account in the amount of \$36.00

Motion by Kordus to approve Resolution 18-R16, second by Howell. No discussion. Motion carried 8-0.

Discussion/Action on Resolution 18-R24, authorizing the 2017 transfer of monies to the Designated Fund Balance-Avian account from the Undesignated Fund Balance account in the amount of \$86.95

Motion by Kordus to approve Resolution 18-R24, second by Halverson. No discussion. Motion carried 8-0.

Discussion /Action on Two Hours Free Parking during the Main Street Water Main and Reconstruction Project (placed on the agenda as requested by Ald. Shari Straube & Ald. Elizabeth Chappell and no recommendation on March 20, 2018 by the Public Works Committee and the Finance, License & Regulation Committee)

Kordus would like the Council to not taken action on this item. Motion by Halverson to approve, no second. Motion failed for a lack of second. No action taken.

Discussion/Action on Amendments to Park Donation Policy and Fee Schedule (approved by Board of Park Commissioners February 28, 2018)

Motion by Kordus to approve, second by Skates. Kordus noted that this is to amend the current fee schedule to show current costs associated with the purchasing of various items within the policy. Motion carried 8-0.

Discussion/Action on awarding the 2018 Street Improvement Project to Payne & Dolan Inc for the base bid amount of \$292,244.27 plus any alternates up to \$425,000 total (Approved by the Public Works Committee on March 20, 2018)

Motion by Kordus to approve, second by Hedlund. Kordus noted that this is for the 2018 Street Improvement project. Motion carried 8-0.

Discussion/Action on Resolution 18-25, authorizing the 2018 Equipment Replacement Fund Budget Amendment (Approved by the Public Works Committee on March 20, 2018)

Motion by Kordus to approve, second by Heldund. Kordus noted that some of the equipment on this list did not reflect the current costs for certain pieces of equipment. Oborn added that the next schedule will include an amortization. He also added that some of the equipment that wasn't purchased on 2017 to this list. Motion carried 8-0.

Discussion/Action on awarding the bid for Landscaping Maintenance for the 2018, 2019 & 2020 Seasons including Addendum #1 to Breezy Hill Nursery including Alternate 1 for total of \$61,090.07 (Approved by the Public Works Committee on March 20, 2018)

Motion by Kordus to approve, second by Skates. Kordus noted that a third party was taking care of the pond by Mill Creek and to save money the alternate was added to the bid. Motion carried 8-0.

Discussion/Action on Change Order #2 from Sonrise Construction for the White River Disc Golf Bridge Replacement Project for \$3,500 (Approved by the Public Works Committee on March 20, 2018)

Motion by Kordus to approve, second by Chappell. Kordus noted that this is for boring on either side of the river to determine the true course of the white river. Flower added that this might result in unforeseen additional costs. Motion carried 8-0.

Planning Commission Recommendation of March 19, 2018- Ald. Skates

Discussion/Action on **Resolution 18-R22** a Conditional Use Permit for the applicant Mark Larkin 500 Stone Ridge Drive, Lake Geneva, WI 53147, to divide the property zoned SR-4 that is an approximately 6 acre property into 4 individual buildable parcels, 3 at .98 acres and 1 parcel at 2.96 acres located to the north of Dodge Street, and west of Freemont Ave located in the SR-4 zoning district. Tax Key No. ZYUP00053.

Motion by Skates to approve Resolution 18-R22, second by Kordus. Skates noted that this property is wooded and needed to go through the conditional use permit. Motion carried 8-0.

Discussion/Action on **Resolution 18-R20** a Conditional Use Permit for the applicant Samantha Strenger, 615 Center Street, Lake Geneva, WI 53147, to conduct a Bed and Breakfast Establishment (B&B) located in the Single Family – 4(SR-4) zoning, Tax Key No. ZGC00160.

Motion by Skates to approve Resolution 18-R20, second by Kordus. Attorney Draper noted that new legislation that states that a municipality has to have substantial evidence to turn down a conditional use permit. Kordus noted that he appreciated going down the conditional use permit process for a bed and breakfast versus a short term rental. Mayor Kupsik also added that there were several conditions added to the permit at the Plan Commission. Motion carried 7-1, with Halverson voting no.

Discussion/Action on **Resolution 18-21** amending the existing Precise Implementation Plan filed by Oak Fire Properties LLC, 831 Wrigley Drive, Lake Geneva, WI 53147, to allow for the installation of a second floor Pergola. Tax Key No. ZOP00340. Located in the Central Business (CB) zoning district.

Motion by Skates to approve Resolution 18-R21, second by Kordus. Mayor Kupsik stated that the only item that was voted on was the pergola not the planters. Oborn noted that those will be covered under the sidewalk café permit. Motion carried 8-0.

Discussion/Action regarding the City of Lake Geneva Bicycle and Pedestrian Plan.

Jackie Miche, from Vandwalle & Associates, addressed the Council regarding the plan and spoke to its importance to the City. She reviewed the proposed plan and did note that due to public safety concerns, the plan was made to move the bike to the east of the wetland in Bigfoot Park. She added that the intersection of West Street and Main Street would be addressed in regards to public safety. The implementation of this project will be as the City sees opportunities to do so and that this is just a plan.

Motion by Skates to approve the City of Lake Geneva Bicycle and Pedestrian Plan, second by Flower. Skates thanked Vandwalle for their work on this project and is looking forward to the future as having this plan could help the City obtain grants for the path. Flower tasked the City Administrator and DPW Director Earle to look at the plan and see what can be fit in to the upcoming street improvement projects. Motion carried 8-0.

Presentation of Accounts – Ald. Kordus (Recommended by Finance, License and Regulation Committee on March 20, 2018)

Purchase Orders

None

Prepaid Bills in the amount of \$280,146.85

Motion by Kordus to approve, second by Hedlund. No discussion. Motion carried 8-0.

Regular Bills in the amount of \$326,710.66

Motion by Kordus to approve, second by Hedlund. No discussion. Motion carried 8-0.

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) Police Officers Union Labor Agreement, 2) City property at Edwards Blvd and Sheridan Springs Road, and 3) City property on N. Edward Blvd near Hwy 50
Motion by Kordus to convene the Council in closed session and to allow the City Administrator Oborn, City Attorney Draper, and City Clerk Kropf to remain, second by Skates. Motion carried on a roll call vote 8-0. The Council convened in closed session at 7:28 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 Kordus to reconvene the Council into Open Session, second by Skates. Motion carried on a roll call vote 8-0. The Council reconvened into open session at 7:57 p.m.

Motion by Kordus to proceed with Police Officers Union Labor Agreement as discussed in closed session, second by Chappell. Motion carried on a roll call vote 8-0.

Motion by Kordus to approve amendment #2 of the agreement relating to property at Edwards Blvd and Sheridan Springs roads presented in closed session and reviewed by the City Attorney, second by Skates. Motion carried on a roll call vote 8-0.

Motion by Kordus to determine if negotiations are viable relating to the property on Edwards Blvd near Highway 50, second by Hedlund. Motion carried 5-4, with Skates, Flower, Straube, Halverson, voting no and Mayor Kupsik voting aye to break the tie.

Adjournment

Motion by Howell to adjourn the March 26, 2018 meeting of the Common Council, second by Chappell. Motion carried 8-0. The meeting of the Common Council adjourned at 8:01 p.m.

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE COMMON COUNCIL



CITY OF LAKE GENEVA OPERATOR (BARTENDER) LICENSE

Please Check:

Original Application

Renew Current License

\$50.00 License Fee

Annual License Expires June 30th each year

Please fill in all blanks completely,
as incomplete applications will be rejected.

APPLICANT INFORMATION

Name: Novak Luelle M
Last First Middle

Maiden Name: Kadolph Date of Birth: _____

Address (Physical): _____

Mailing Address (if different): _____

City, State, Zip: _____

Phone: _____

Email: _____

Drivers License #: _____

BUSINESS WHERE LICENSEE WILL BE EMPLOYED

Business Name: Pizza Hut

Address: 801 Williams St Lake Geneva, WI - 53147

PLEASE ANSWER THE FOLLOWING QUESTIONS COMPLETELY

1. Is this an Original License or a Renewal License for the City of Lake Geneva?

ORIGINAL

RENEWAL

If this is an Original License, you must attach your certificate of completion of the Responsible Beverage Servers Course.

2. Have you ever had an Operator (Bartender) License? YES

NO

If Yes, please state where: _____

3. Have you ever been convicted of a violation of any law or ordinance pertaining to the sale of beer or intoxicating liquors in Wisconsin or in any other state?

YES

NO

If Yes, please provide charge, date and disposition: _____

4. Have you ever been convicted of a felony in Wisconsin or in any other state?

YES

NO

If Yes, please provide charge, date and disposition: _____

I hereby agree to display and/or surrender my operator's license to any police officer or any official of the City of Lake Geneva or the State of Wisconsin for verification while I am working and further agree to abide by the State Statutes and local ordinances governing the sale of beer and intoxicating liquors. I hereby acknowledge being given and having read a copy of Wis. Stat. 125.32 (2) and (3). Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

APPLICANT SIGNATURE

Juall Novak

DATE:

3/23/18

For Office Use Only

Date Filed: _____	Verified: Stark <input type="checkbox"/> MSI <input type="checkbox"/>
Receipt No: _____	_____
Total Amount: _____	_____
Forwarded to Police Chief: _____	
Background Completed: _____	
Recommendation: _____	Approved Denied
FLR Approval: _____	License Issued On: _____
Council Approval: _____	License Number: _____
MAIL TO: Individual Establishment	



(https://www.servsafe.com/)

XAM SESSION TRACKING REPORT



STUDENT (/Dashboard/Studer

HOME (/) / EXAM SCORE REPORT

Disclaimer: This Exam Score Report may not be considered appropriate documentation to meet regulatory requirements.

You can always download and/or print your current Certificate from the My Certificates (/ss/Exams/Certificates/MyCertificates.aspx) page.

Course Name:ServSafe Alcohol State Specific Quizzes

Student:LUCILLE NOVAK

CLASS TRACKING REPORT (SUBMIT_CLASSTRACKING.ASPX)

CLASS INFORMATION

Exam Session Number	Organization	Instructor Name	Exam Location	Exam Date	Type of Training	Hold Code	Cert. Number	Pass/Fail
518958	National Restaurant Associatio	Kate Piche	WI	02/12/2018	Internet based		16057238	PASSED



FORM INFORMATION

Test Form	Pass Percent Score	Your Percent Score
10042	80%	92%

DOMAIN SUMMARY

Domain	% Score
--------	---------

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$ 10.00

Application Date: 3/27/18

Town Village City of Lake Geneva

County of Walworth

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

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

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

at the premises described below during a special event beginning 11am on 6/2/18 and ending 5pm on 6/2/18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Fair Association

Veteran's Organization

(a) Name Walworth County Food Pantry

(b) Address 205 E. Commerce Ct. Suite B Elkhorn, WI 53121
(Street) Town Village City

(c) Date organized 2009

(d) If corporation, give date of incorporation 2009

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President John Hughes

Vice President Susan Hughes

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: Susan Hughes, N1555 Maple Ridge Road, Lake Geneva, WI 53147

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 201 Wrigley Drive, Lake Geneva, WI 53147

(b) Lot _____ Block Flat Iron Park - Wrigley Drive & Center Street

(c) Do premises occupy all or part of building? No

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Taste of Lake Geneva

(b) Dates of event Saturday, June 2, 2018

DECLARATION

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

Walworth County Food Pantry
(Name of Organization)

Officer John Hughes
(Signature/date)

Officer _____
(Signature/date)

Officer Susan Hughes
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk March 28, 2018

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Additional Information

May be Granted and Issued only to:

- (1) Bona fide clubs that have been in existence for at least 6 months prior to the date of application.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Church, lodge, or society that has been in existence for at least 6 months prior to the date of application.
- (4) Posts now or hereafter established of ex-servicemen's organizations.
- (5) Chambers of commerce or similar civic or trade organizations.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Seller's Permit: Sec. 77.54 (7m), Wis. Stats., provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required.

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time.

Restrictions:

- (1) License may not be issued to individuals.
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.
- (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.
- (4) License may cover either a specified area or the entire picnic grounds.
- (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)
- (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17)
- (8) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit.
- (10) Licensed organizations must purchase their product from a licensed wholesaler.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James, Seagrams, etc.

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: Walworth County Food Pantry

Name of Event: Taste of Lake Geneva

Date of Event: Saturday, June 2 2018

Time of Event: 11am 4pm
(Beginning) (Ending)

Event Contact Person: Bridget Leech

Contact Phone: _____

Contact Email: _____

Will a Licensed Operator be serving or supervising the service of alcohol?
***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

Yes No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: 3-28-18 Receipt No: _____

Total Amount: \$10.00

Forwarded to Police Chief: 3-28-18

Recommendation: _____ Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: _____

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Organization

**City of Lake Geneva
Operator's License
License No: 2017 - 392**

WHEREAS, the local governing body of the City of Lake Geneva, County of Walworth, Wisconsin, has, upon application, duly made, granted and authorized the issuance of an "Operator's" License to:

**Sean P. Payne
127 Sumner Court
Genoa City, WI 53128**

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$50.00 as required by the Municipal ordinances and has complied with all requirements necessary for obtaining a license;

NOW THEREFORE, an "Operator's" License, pursuant to Sections 125.32(2) and 126.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant;

for the period from 9/25/2017 to 6/30/2018.

Given under my hand and the Great Seal of the City of Lake Geneva, County of Walworth, State of Wisconsin, this 25th day of September, 2017.



Sabrina Waswo

Sabrina Waswo, City Clerk

Separate the top portion and place in wallet.

**City of Lake Geneva
Operator's License
License No: 2017 - 392
License Fee: \$50.00**

WHEREAS, the local governing body of the City of Lake Geneva, County of Walworth, Wisconsin, has, upon application, duly made, granted and authorized the issuance of an "Operator's" License to:

Sean P. Payne

AND WHEREAS, the said applicant has paid to the Treasurer the sum of \$50.00 as required by the Municipal ordinances and has complied with all requirements necessary for obtaining a license;

NOW THEREFORE, an "Operator's" License, pursuant to Sections 125.32(2) and 126.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to the said applicant;

for the period from 9/25/2017 to 6/30/2018.

Given under my hand and the Great Seal of the City of Lake Geneva, County of Walworth, State of Wisconsin, this 25th day of September, 2017.



Sabrina Waswo

Sabrina Waswo, City Clerk

Separate the top portion and place in wallet.
Bottom portion remains on file at the establishment

Wisconsin Responsible Beverage Server Training

Sean Payne

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL84840

Date of Completion: 08/24/2017

Kelly Bailey

Authorized Signature

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: Bridget Leech Date of Application: 2/22/18
2. Organization Name: Lake Geneva Business Improvement District
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: P.O. Box 863
5. City, State, Zip: Lake Geneva, WI 53147
6. Phone: _____ E-mail: _____
7. Applicant's Drivers License #: _____ State license issued: _____
8. Are you applying as a resident of the City of Lake Geneva? Yes No
If yes, proof of residency must be attached.

Section III - Event Information

1. Title of Event: Lake Geneva Arts Festival
2. Date(s) of Event: May 4, 5, 6, 2018
3. Location(s) of Event: Sidewalks throughout BID District and Alley between Avant and Geneva Theater
4. Hours: May 4: 12pm - 9pm, May 5 at 8am - May 6 at 6pm

5. Event Chair/Contact Person: Bridget Leech/Pam Ring Phone: (262) 395-8128

6. Day of Event Contact Name: Bridget Leech/Pam Ring Phone: (262) 395-8128

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 1500 throughout three days

10. Basis for Estimate: Previous year's of Paint In and estimate of attendance for added additional days

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 BID is working with the Geneva Lakes Art Foundation to put on a multi-day arts festival, to include Theatrical performances, music on the sidewalks, artists on the sidewalks and a live painting art event in the alley between the Geneva Theater and Avant. The goal is to expand upon the Annual Paint-In event (previously held in June) and add musicians and theatrical performances.

We are working with the Geneva Theater on availability for the stage space. Additionally, we are working with vacant store fronts to set up a pop up art gallery for students to display their artwork.

Regarding the alley, we intend to have the Walldogs create a large mural, over the course of Friday night - Sunday and then will auction the piece off, with proceeds going to the GLAF.

Brief Schedule/Timeline:

Friday, May 4:

12pm - 3pm: Setup

3pm - 8pm

Gallery 223 and Pop-Up Student Gallery Open

Walldog Art Begins

Saturday, May 5:

9am - 11am: Setup

11am - 4pm: Live Art on Sidewalks

Sunday, May 6:

11am - 4pm: Live Art on Sidewalks

4pm - 6pm: Tear down

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

No special trash removal required. GLAF and the BID will monitor trash on sidewalks and will empty any trash cans that are overflowing during the event.

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

N/A

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.
 We are asking for use of the alley between 234 Broad St .and 244 Broad St. (Avant and the Geneva Theater). We have spoken to both businesses regarding the alley shut down.
 We are asking for the alley to be shut down from 12pm on Friday, May 4 - 6pm on Sunday, May 6.
 In the alley, we will have the Walldogs (muralists) live painting a large scale piece of art that will then be sold/auctioned off, with proceeds going to the Geneva Lakes Art Foundation. Appropriate lighting and supplies will be provided.

2. Will any parking stalls be used or blocked during the event? Yes No
 Date(s) of use: May 5th from 8am - 9:30am and May 6th from 4pm - 5pm
 Total Number of Stalls Request: Loading Zone
 Stall Number(s) and Location: Loading Zone on the NE corner of Main and Broad

 Additional Information:
 We would like access to the loading zone in front of Jayne, on the NE corner of Broad and Main. Our rental company truck will park there to drop off tables and umbrellas. They will be parked from 8am - 9:30am on Saturday, May 5th and again from 4pm - 5:30pm on May 6th.

3. Description of signage to be used during event:
If requesting City banner poles, please include a Street Banner Display Application.
 N/A

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
Parade Permit						
Application Fee		\$25.00				<u>25⁰⁰</u>
Street Use Permit						
Application Fee		\$25.00				<u>25⁰⁰</u>
Permit Fee - Events lasting 2 days or less		\$40.00				
Permit Fee - Events lasting more than 2 days		\$100.00				<u>100⁰⁰</u>
Parking Stall Bag Request						
Administrative Fee		\$10.00				<u>10⁰⁰</u>
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 _____	=	_____
Park Reservation Permit						
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 Park Board</i>				_____
Non-Resident						
49 Attendees or Less		\$100.00				_____
50-149 Attendees		\$150.00				_____
150 or more Attendees		<i>Determined by Park Board</i>				_____
Park Reservation Fees - Per Location, Per Day						
Non-Profit or Resident						
49 Attendees or Less	\$30.00	x	_____	x _____	=	_____
50-149 Attendees	\$55.00	x	_____	x _____	=	_____
150 or more Attendees	\$105.00	x	_____	x _____	=	_____
Non-Resident						
49 Attendees or Less	\$75.00	x	_____	x _____	=	_____
50-149 Attendees	\$125.00	x	_____	x _____	=	_____
150 or more Attendees	\$225.00	x	_____	x _____	=	_____
Brunk Pavilion Rental Permit						
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>						
Non-Profit or Resident	\$250.00			x _____	=	_____
Non-Resident	\$500.00			x _____	=	_____
Additional Park Amenities						
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	=	_____
Trash Receptacles	\$8.00 each		x _____	+ \$50.00	=	_____
Dumpster Delivery	\$50.00 each		x _____	+ \$0	=	_____
Dumpster Pick-up	\$50.00 plus additional landfill		_____			_____
Fencing - Snow	\$30.00 per 50 feet		_____			_____
<i>Requests for equipment are subject to availability.</i>						
					Subtotal: \$	_____

Application and Permit Fees	Unit Fee			Applicable Fee
Beach Reservation Permit				
<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 & Lakefront</i>			_____
Non-Resident				
49 Attendees or Less	\$100.00			_____
50-149 Attendees	\$150.00			_____
150 or more Attendees	<i>Determined by Piers, Harbors & 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: \$				_____
+ Subtotal from Page 4: \$				_____

Total PAID with Application: \$ _____

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: 8/23/18

For Office Use Only

Date Filed with Clerk: 2/23/18 Payment with Application: \$ 0.00 Receipt: _____

Additional Fees Collected: \$ _____ Receipt # _____

Departmental review (all that apply):

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

Fire Chief: Approved Denied Signed: [Signature]
Additional services needed: _____
Additional fees or deposit: _____

Street Dept.: Approved Denied Signed: [Signature]
Additional services needed: Barricades x4 For alleye Shut Down
Additional fees or deposit: _____

Parking Dept.: Approved Denied ~~Substitution~~ Signed: [Signature]
Additional services needed: * Recommendation * For Safety reasons - call you load-in front - Geneva Theatre --
Additional fees or deposit: _____

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

Committee/Council review (all that apply):

NOT IN PARK

Park Board: Meeting Date(s): 02/23/18 Approved Denied
Reasons/Conditions: _____

Finance, License & Regulation: Meeting Date(s): 3-20-18 Approved Denied
Reasons/Conditions: [Signature]

Council: Meeting Date(s): 3-26-18 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: _____

The Geneva Lakes Art Foundation will work with their members (artists) to set up a space on the sidewalk where artists can paint/draw live and then sell what they've made. Vendor sign up will not be complete until closer to the event. Below is a list of participants, and their art medium/what they sold, in 2017.

Sarah McConnell	watercolor, mixed media
Gary Wigman	watercolor
Pam Ring	mixed media
Joseph Caulfield	watercolor
Jamie Jorndt	acrylic
Donn Warden	acrylic - watercolor
Rachel Catlett	oil painting/drawing
Nikki Marsicano	ink and acrylic on wood/lithographs etc.
Lisa Matrasko	watercolor, acrylic
Sandra Fink May	acrylic
Roger Mobeck	pen/Ink Drawing on Slate
David Becker	watercolor
Promila Kumar	mixed media/oil/watercolor/acrylic
Beth Lepper	watercolor
Lonni Peterson	watercolor
Lori Indovina Valus	watercolor
Patricia Barnes	watercolor

In 2018, we hope to expand the festival to include musicians and various actors and student artists from local area schools. We also intend to use the Walldogs to create a large mural that will be sold/auctioned off at the end of the event.

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: Katie Weeks Date of Application: 3/5/18
2. Organization Name: VISIT Lake Geneva
3. Organization Type: For Profit Non-Profit (501(c)⁶) Tax ID: 39-1158855
4. Mailing Address: 527 Center Street
5. City, State, Zip: Lake Geneva, WI 53147
6. Phone: _____ E-mail: _____
7. Applicant's Drivers License #: _____ State license issued _____
8. Are you applying as a resident of the City of Lake Geneva? Yes No
If yes, proof of residency must be attached.

Section III - Event Information

1. Title of Event: Concerts in the Park
2. Date(s) of Event: July 5th, 12th, 19th, 26th and August 2nd, 9th (not the 16th Veneitan fest) and 23rd
3. Location(s) of Event: Flat Iron Park, Gazebo & Brunk Pavilion
4. Hours: 6:00pm-8:00pm

Start Time

End Time

5. Event Chair/Contact Person: Katie Weeks Phone: (262) 812-0023

6. Day of Event Contact Name: Katie Weeks Phone: (262) 812-0023

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 500 per concert series

10. Basis for Estimate: Previous Year's Attendance

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

*If yes, list the location, size, Rental Company, and proof of completion of locates.
Just outside of the backdoor behind the visitor center 10x10 (no-stakes) .*

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. A 23 year tradition of entertainment every Thursday evening from 6:00pm to 8:00pm in July and August (except August 16th, which is Venetian Festival) at Flat Iron Park. The concerts are open to the public free of charge. The event is supported through corporate sponsorships, which include the opportunity for VISIT Lake Geneva and/or a sponsoring business to have a branded pop up tent with table and chairs, a branded food truck, or sponsored activities i.e. we will have various artists from Gallery 223, The Geneva Lake Art Foundation featured in the gazebo area. A vendor(s) will be selling food and/or merchandise in Flat Iron Park for the Concerts in the Park Series on dates specified. Musical Groups will also sell CD's.

14. Description of plan for handling refuse collection and after-event clean-up:
Clean up will be handled by staff and recruited volunteers.

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

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.
N/A

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.
Stacked banners, 3x8 near the performance area and signicades as needed.

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: Use of electrical outlets in pavilion
- 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
Parade Permit					
Application Fee		\$25.00			_____
Street Use Permit					
Application Fee		\$25.00			_____
Permit Fee - Events lasting 2 days or less		\$40.00			_____
Permit Fee - Events lasting more than 2 days		\$100.00			_____
Parking Stall Bag Request					
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 _____	= _____
Park Reservation Permit					
Application Fee		\$25.00			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 Park Board</i>			_____
Non-Resident					
49 Attendees or Less		\$100.00			_____
50-149 Attendees		\$150.00			_____
150 or more Attendees		<i>Determined by Park Board</i>			_____
Park Reservation Fees - Per Location, Per Day					
Non-Profit or Resident					
49 Attendees or Less	\$30.00	x	_____	x _____	= _____
50-149 Attendees	\$55.00	x	_____	x _____	= _____
150 or more Attendees	\$105.00	x	1	x _____	= Waived
Non-Resident					
49 Attendees or Less	\$75.00	x	_____	x _____	= _____
50-149 Attendees	\$125.00	x	_____	x _____	= _____
150 or more Attendees	\$225.00	x	_____	x _____	= _____
Brunk Pavilion Rental Permit					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>					
Non-Profit or Resident	\$250.00			x 7	= Waived
Non-Resident	\$500.00			x _____	= _____
Additional Park Amenities					
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>					Subtotal: \$ 25.00

Application and Permit Fees	Unit Fee		Applicable Fee
Beach Reservation Permit			
<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 & Lakefront</i>		_____
Non-Resident			
49 Attendees or Less	\$100.00		_____
50-149 Attendees	\$150.00		_____
150 or more Attendees	<i>Determined by Piers, Harbors & Lakefront</i>		_____
Beach Reservation Fees - Per Day			
Non-Profit or Resident			
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: \$ 25.00
			+ Subtotal from Page 4: \$ 25.00

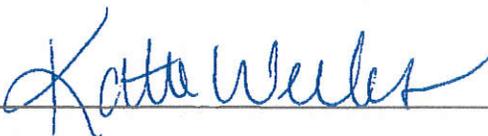
Total PAID with Application: \$ 25.00

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: 3/5/18

For Office Use Only

Date Filed with Clerk: 3/19/18 Payment with Application: \$ 25.00 Receipt: C180319-20

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: _____

03/19/10 \$25.00 20

CITY OF LAKE GENEVA
*** CUSTOMER RECEIPT ***
DATE: 03/19/10 TIME: 13:21:23

DESCRIPTION	PAY CD	AMOUNT
PARK APPL FEE	CK	25.00
VLG CONCERTS IN PARK	1995	
TOTAL AMOUNT DUE		25.00
AMOUNT TENDERED		25.00
CHANGE DUE		.00

TRANS #: 20 CASHIER CODE: NEF
BATCH #: C180319 REGISTER ID: FRT

March 19, 2018

City Clerk's Office
626 Geneva Street
Lake Geneva, WI 53147

To Whom It May Concern:

Please find my attached Event Permit Application.

I would like to host a 3-on-3 Basketball Tournament this upcoming summer at Maple Park. I have looked at the location and believe that the courts would be ideal to host the day-long tournament, where we will have 2 games going at once.

In rank order, my preferred dates are:

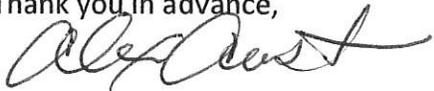
Saturday, August 4 (Maple Park)
Saturday, August 11 (Maple Park)
Saturday, July 28 (Maple Park)
Saturday, July 21 (Veteran's Park)

I only plan on hosting this one day. Any of the above dates will work.

I do not plan on using the public street for anything, but if I need to provide proof of insurance for the tournament, specifically, I can provide separately.

Also, the only sales on site will be water and Gatorade for the players and spectators.

Thank you in advance,

A handwritten signature in black ink, appearing to read "Alex Austin". The signature is fluid and cursive, written over the typed name.

Alex Austin

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: ALEXANDER AUSTIN Date of Application: MARCH 19, 2018
2. Organization Name: _____
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: _____
5. City, State, Zip: _____
6. Phone: _____ E-mail: _____
7. Applicant's Drivers License #: _____ State license issued: _____
8. Are you applying as a resident of the City of Lake Geneva? Yes No
If yes, proof of residency must be attached.

Section III - Event Information

1. Title of Event: 3 on 3 Tourney
2. Date(s) of Event: SATURDAY, AUGUST 4 2018
3. Location(s) of Event: MAPLE PARK (LAKE GENEVA)
4. Hours: 8:00 AM 8:00 PM
Start Time End Time

Additional dates
and locations
provided in letter

5. Event Chair/Contact Person: ALEX AUSTIN Phone: _____

6. Day of Event Contact Name: ALEX AUSTIN Phone: _____

7. Is the event open to the public? Yes No (AS SPECTATORS)

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 60

10. Basis for Estimate: 10 TEAMS OF 3 PLAYERS, + STAFF + SPECTATORS

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.

WE ARE HOSTING A DAY-LONG 3 ON 3 basketball TOURNAMENT, WHICH IS A HALF COURT BASKETBALL COMPETITION WITH 3 PLAYERS FOR EACH TEAM. TEAMS WILL REGISTER ONLINE PRIOR TO THE EVENT AND BE GIVEN THEIR SCHEDULE PRIOR TO PLAYING. THE FIRST GAMES (2 AT A TIME) WILL BEGIN AT 9:00/9:30 AM & THROUGH ELIMINATION, THE TOURNAMENT WILL HAVE A CHAMPIONSHIP GAME IN THE EVENING. IT WILL BE A TRADITIONAL 3 ON 3 FORMAT WITH PLAYERS RANGING FROM 16 YEARS AND OLDER

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

WE ARE RENTING EXTRA TRASH RECEPTACLES FROM THE CITY TO COLLECT TRASH/WASTE. WE CAN DISPOSE OF THE TRASH IF NECESSARY BUT WOULD PREFER TO HAVE WASTE REMOVED BY CITY.

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

N/A SECURITY IS UNNECESSARY

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 V- Fees

Application and Permit Fees		Unit Fee			Applicable Fee
Parade Permit					
Application Fee		\$25.00			_____
Street Use Permit					
Application Fee		\$25.00			_____
Permit Fee - Events lasting 2 days or less		\$40.00			_____
Permit Fee - Events lasting more than 2 days		\$100.00			_____
Parking Stall Bag Request					
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 _____ =	_____
Park Reservation Permit					
Application Fee		\$25.00			<u>25.00</u>
Security Deposit					
Non-Profit or Resident					
49 Attendees or Less		\$50.00			_____
50-149 Attendees		\$100.00			_____
150 or more Attendees		<i>Determined by Park Board</i>			_____
Non-Resident					
49 Attendees or Less		\$100.00			_____
50-149 Attendees		\$150.00			<u>150.00</u>
150 or more Attendees		<i>Determined by Park Board</i>			_____
Park Reservation Fees - Per Location, Per Day					
Non-Profit or Resident					
49 Attendees or Less	\$30.00	x	_____	x _____ =	_____
50-149 Attendees	\$55.00	x	_____	x _____ =	_____
150 or more Attendees	\$105.00	x	_____	x _____ =	_____
Non-Resident					
49 Attendees or Less	\$75.00	x	_____	x _____ =	_____
50-149 Attendees	\$125.00	x	_____	x _____ =	_____
150 or more Attendees	\$225.00	x	_____	x _____ =	_____
Brunk Pavilion Rental Permit					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>					# of Days
Non-Profit or Resident	\$250.00	x	_____	x _____ =	_____
Non-Resident	\$500.00	x	_____	x _____ =	_____
Additional Park Amenities					
Equipment (with delivery)	Rental Fee		# Requested	Sec. Dep.	Applicable Fee
Benches	\$5.00 each	x	<u>42</u>	+ \$50.00 =	<u>110.00</u>
Picnic Tables	\$15.00 each	x	_____	+ \$50.00 =	_____
Barricades	\$5.00 each	x	_____	+ \$50.00 =	_____
Trash Receptacles	\$8.00 each	x	<u>5</u>	+ \$50.00 =	<u>90</u>
Dumpster Delivery	\$50.00 each	x	_____	+ \$0 =	_____
Dumpster Pick-up	\$50.00 plus additional landfill		_____		_____
Fencing - Snow	\$30.00 per 50 feet		_____		_____
<i>Requests for equipment are subject to availability.</i>					Subtotal: \$ <u>375.00</u>

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.



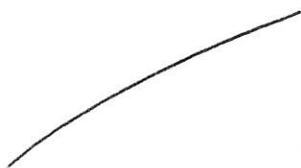
2. Will any parking stalls be used or blocked during the event? Yes No

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.

WE MAY ORDER A BANNER FOR THE FENCING AROUND THE COURTS TO IDENTIFY / BRAND THE EVENT.

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: _____

For Office Use Only

Date Filed with Clerk: 3/20/18 Payment with Application: \$ 375.00 Receipt: C180320-1

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: _____

Application and Permit Fees	Unit Fee	Applicable Fee
Beach Reservation Permit		
<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 & Lakefront</i>	_____
Non-Resident		
49 Attendees or Less	\$100.00	_____
50-149 Attendees	\$150.00	_____
150 or more Attendees	<i>Determined by Piers, Harbors & Lakefront</i>	_____
Beach Reservation Fees - Per Day		
Non-Profit or Resident		
49 Attendees or Less	\$30.00	x _____ = _____
50-149 Attendees	\$55.00	x _____ = _____
150 or more Attendees	\$105.00	x _____ = _____
Non-Resident		
49 Attendees or Less	\$75.00	x _____ = _____
50-149 Attendees	\$125.00	x _____ = _____
150 or more Attendees	\$225.00	x _____ = _____
		Subtotal: \$ _____
		+ Subtotal from Page 4: \$ _____

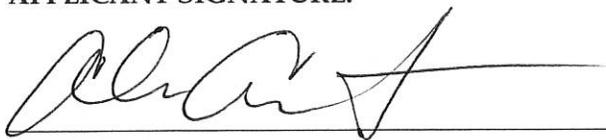
Total PAID with Application: \$ \$ 375.00

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: 3/19/18

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: _____ Date of Application: _____
2. Organization Name: FRANK KRESEN AMERICAN LEGION POST 24
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: P.O. BOX 24
5. City, State, Zip: LAKE GENEVA, WI 53147
6. Phone: _____ E-mail: _____
7. Applicant's Drivers License #: _____ State license issued: _____
8. Are you applying as a resident of the City of Lake Geneva? Yes No
If yes, proof of residency must be attached.

Section III - Event Information

1. Title of Event: MEMORIAL DAY PARADE
2. Date(s) of Event: 28 MAY 2018
3. Location(s) of Event: STARTS AT WISCONSIN & BREARD ST.
4. Hours: 1:5 1000 1130
Start Time End Time

5. Event Chair/Contact Person: LEN JEGERSKI Phone: 2

6. Day of Event Contact Name: LEN JEGERSKI Phone: 3

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 150-200

10. Basis for Estimate: PAST PARADES

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.
PARADE ROUTE
CORNER OF WISCONSIN/BROAD ST.
SOUTH ON BROAD SE TO WRIGLEY DR
END AT BRUNK PAVILLION - PLAT IRON PARK

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

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: SOUND SYSTEM
- 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
Parade Permit					
Application Fee		\$25.00			_____
Street Use Permit					
Application Fee		\$25.00			_____
Permit Fee - Events lasting 2 days or less		\$40.00			_____
Permit Fee - Events lasting more than 2 days		\$100.00			_____
Parking Stall Bag Request					
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 _____ =	_____
Park Reservation Permit					
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		Determined by Park Board			_____
Non-Resident					
49 Attendees or Less		\$100.00			_____
50-149 Attendees		\$150.00			_____
150 or more Attendees		Determined by Park Board			_____
Park Reservation Fees - Per Location, Per Day					
Non-Profit or Resident			# 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 _____ =	_____
Non-Resident					
49 Attendees or Less	\$75.00	x	_____	x _____ =	_____
50-149 Attendees	\$125.00	x	_____	x _____ =	_____
150 or more Attendees	\$225.00	x	_____	x _____ =	_____
Brunk Pavilion Rental Permit					
<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	_____	=	_____
Additional Park Amenities					
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		_____		_____
Requests for equipment are subject to a availability.					Subtotal: \$ _____

Application and Permit Fees	Unit Fee			Applicable Fee
Beach Reservation Permit				
<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	Determined by Piers, Harbors & Lakefront			_____
Non-Resident				
49 Attendees or Less	\$100.00			_____
50-149 Attendees	\$150.00			_____
150 or more Attendees	Determined by Piers, Harbors & Lakefront			_____
Beach Reservation Fees - Per Day				
Non-Profit or Resident				
49 Attendees or Less	\$30.00	# of Days	x _____ =	_____
50-149 Attendees	\$55.00		x _____ =	_____
150 or more Attendees	\$105.00		x _____ =	_____
Non-Resident				
49 Attendees or Less	\$75.00		x _____ =	_____
50-149 Attendees	\$125.00		x _____ =	_____
150 or more Attendees	\$225.00		x _____ =	_____
Subtotal: \$				_____
+ Subtotal from Page 4: \$				_____

Total PAID with Application: \$ _____

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:

Sen Jyrski

DATE: 03-21-18

For Office Use Only

parade included in ordinance

Date Filed with Clerk: 3-27-18 Payment with Application: \$ N/A 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: [Signature]

Additional services needed: Barricade request From P.D

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

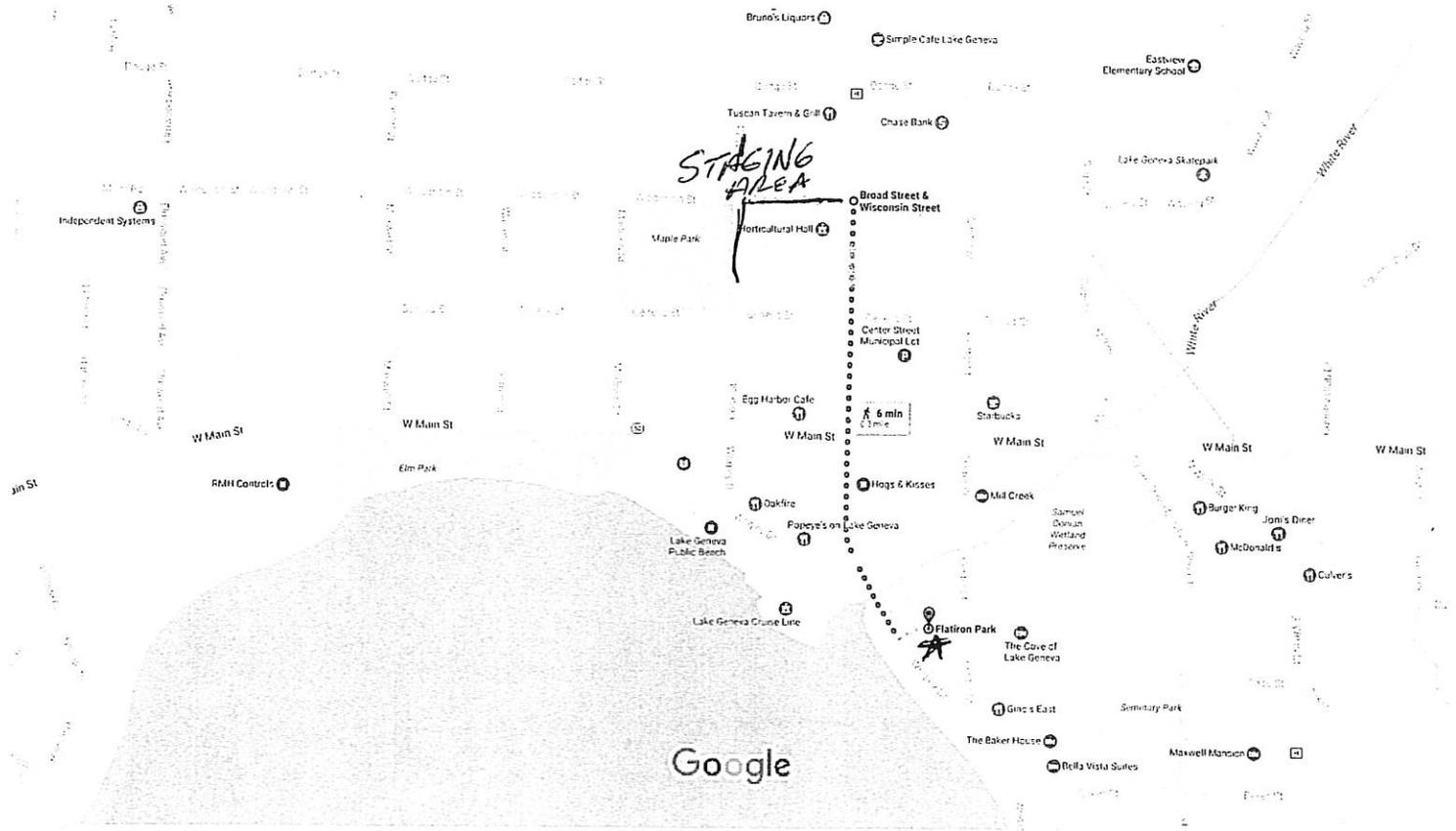
Date of issue: _____ Deposit Returned: \$ _____ Deposit withheld: \$ _____

Reason withheld: _____

Google Maps

Broad St & Wisconsin St to Flatiron Park, Lake Geneva, WI

Walk 0.3 mile, 6 min



Map data ©2017 Google 200 ft

Broad St & Wisconsin St

Lake Geneva, WI 53147

Use caution - may involve errors or sections not suited for walking

↑ 1. Head south on Broad St toward Geneva St

0.3 mi

↑ 2. Continue onto Wrigley Dr

348 ft

Flatiron Park

Lake Geneva, WI 53147

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



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: Tony Tiet and Joseph Ceisel Date of Application: 03/16/2018
2. Organization Name: Tiet / Ceisel Wedding
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: _____
5. City, State, Zip: _____
6. Phone: _____ E-mail: _____ *Non email permit*
7. Applicant's Drivers License #: _____ State license issued: IL *once approved*
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: Tiet / Ceisel Wedding
2. Date(s) of Event: Sunday 9/2/2018
3. Location(s) of Event: Samuel Donian Wetland Preserve
4. Hours: 3pm - 630pm

5. Event Chair/Contact Person: Tony Tiet Phone _____

6. Day of Event Contact Name: Matt Morgan Phone _____

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 50-100

10. Basis for Estimate: RSVP

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.
Wedding Ceremony with guest entering through Center St.

14. Description of plan for handling refuse collection and after-event clean-up:
We will pack up the chairs and after the ceremony is complete

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

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.
NA

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.
Welcome and take your seat sign

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: Power generator for speaker system
- 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	
Parade Permit					
Application Fee		\$25.00			_____
Street Use Permit					
Application Fee		\$25.00			_____
Permit Fee - Events lasting 2 days or less		\$40.00			_____
Permit Fee - Events lasting more than 2 days		\$100.00			_____
Parking Stall Bag Request					
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 _____	= _____
Park Reservation Permit					
Application Fee		\$25.00			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 Park Board</i>			_____
Non-Resident					
49 Attendees or Less		\$100.00			_____
50-149 Attendees		\$150.00			150.00
150 or more Attendees		<i>Determined by Park Board</i>			_____
Park Reservation Fees - Per Location, Per Day					
Non-Profit or Resident					
49 Attendees or Less	\$30.00	x	_____	x _____	= _____
50-149 Attendees	\$55.00	x	_____	x _____	= _____
150 or more Attendees	\$105.00	x	_____	x _____	= _____
Non-Resident					
49 Attendees or Less	\$75.00	x	_____	x _____	= _____
50-149 Attendees	\$125.00	x	1	x 1	= 125.00
150 or more Attendees	\$225.00	x	_____	x _____	= _____
Brunk Pavilion Rental Permit					
<i>Must also include rental of Flat Iron Park to rent Pavilion</i>					
Non-Profit or Resident					
	\$250.00			x _____	= _____
Non-Resident					
	\$500.00			x _____	= _____
Additional Park Amenities					
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>					Subtotal: \$ _____

Application and Permit Fees	Unit Fee			Applicable Fee
Beach Reservation Permit				
<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 & Lakefront</i>			_____
Non-Resident				
49 Attendees or Less	\$100.00			_____
50-149 Attendees	\$150.00			_____
150 or more Attendees	<i>Determined by Piers, Harbors & Lakefront</i>			_____
Beach Reservation Fees - Per Day				
Non-Profit or Resident				
49 Attendees or Less	\$30.00	x	_____ =	_____
50-149 Attendees	\$55.00	x	_____ =	_____
150 or more Attendees	\$105.00	x	_____ =	_____
Non-Resident				
49 Attendees or Less	\$75.00	x	_____ =	_____
50-149 Attendees	\$125.00	x	_____ =	_____
150 or more Attendees	\$225.00	x	_____ =	_____
Subtotal: \$				<u>0</u>
+ Subtotal from Page 4: \$				<u>300.00</u>

Total PAID with Application: \$ 300.00

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

Section VI - Signature of Applicant

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

APPLICANT SIGNATURE:



DATE: 7/23/2018

For Office Use Only

Date Filed with Clerk: 3/23/18 Payment with Application: \$ 300.00 Receipt: C180323-2

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: _____

EGERT LAW, S.C.

835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Nicholas A. Egert, Attorney

Debra K. Arnold, Paralegal
Jean C. Rossmiller, Legal Assistant

Telephone: 262-248-6600
Facsimile: 262-248-6262
info@egertlawfirm.com

March 6, 2018

Wisconsin Department of Administration
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Re: Mark Larkin - Annexation

Dear Sir or Madam:

Enclosed please find an original Request for Annexation Review for property in the Town of Geneva owned by our client, Mark Larkin, along with a check in the amount of \$200 representing your filing fee.

By copy of this letter, we are providing a copy of this Request to Debra Kirch, the Clerk for the Town of Geneva, where the property is currently located, and Lana Kropf, the Clerk for the City of Lake Geneva, the annexing city.

If you have any questions or need anything further, please call.

Sincerely,



Nicholas A. Egert

NAE/jcr
Enclosures

cc: Ms. Debra L. Kirch (with copy of Request)
Ms. Lana Kropf (with copy of Request)
Mr. Mark Larkin (with copy of Request)
Mr. Fred Walling, Lake Geneva Zoning (with copy of Request)

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

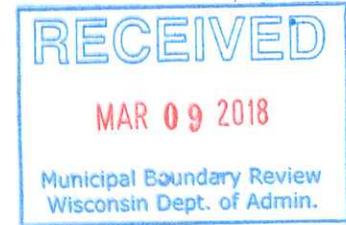
Name: **MARK LARKIN**

Address: **500 SOUTH STONE RIDGE DRIVE**

LAKE GENEVA, WI 53147

Email: **MLARKIN@KEEFEREALESTATE.COM**

Office use only:



1. Town where property is located: **GENEVA**
2. Petitioned City or Village: **LAKE GENEVA**
3. County where property is located: **WALWORTH**
4. Population of the territory to be annexed: **0**
5. Area (in acres) of the territory to be annexed: **1.95**
6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel): **J G 2500014A**

Petitioners phone:

262-853-5576

Town clerk's phone:

262-248-8497

City/Village clerk's phone:

262-248-3673

Contact Information if different than petitioner:

Representative's Name and Address:
ATTORNEY NICHOLAS A. EGERT

EGERT LAW, S.C.

835 GENEVA PARKWAY NORTH, SUITE 1

LAKE GENEVA, WI 53147

Phone: **262-248-6600**

E-mail: **NICK@EGERTLAWFIRM.COM**

Surveyor or Engineering Firm's Name & Address:
FARRIS, HANSEN & ASSOCIATES, INC.

7 RIDGWAY COURT

P.O. BOX 437

ELKHORN, WI 53121

Phone: **262-723-2098**

E-mail: **OFFICE@FARRISHANSEN.COM**

Required Items to be provided with submission (to be completed by petitioner):

1. Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - Unanimous per s. 66.0217 (2), or,
 - OR
 - Direct by one-half approval per s. 66.0217 (3)
5. Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss. 16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)
\$200 – 2 acres or less
\$350 – 2.01 acres or more

\$_____ Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)
\$200 – 2 acres or less
\$600 – 2.01 to 10 acres
\$800 – 10.01 to 50 acres
\$1,000 – 50.01 to 100 acres
\$1,400 – 100.01 to 200 acres
\$2,000 – 200.01 to 500 acres
\$4,000 – Over 500 acres

\$200 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: _____

Payee: _____ Check Number: _____

Check Date: _____

Amount: _____

PETITION FOR ANNEXATION

The "Petitioner", Mark Larkin, does hereby petition the City of Lake Geneva, Wisconsin, to annex certain real estate, more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference, hereinafter the "Property", to the City of Lake Geneva, which is to be detached from the Town of Geneva, County of Walworth, Wisconsin.

The Property, which is the subject of this Petition, is contiguous to the current boundaries of the City of Lake Geneva and is currently vacant land and has no population. A true and correct map of the Property is attached hereto and incorporated herein by reference as Exhibit B.

Upon acceptance and approval of this Petition for direct annexation by unanimous consent of electors and property owners, subject to review by the State of Wisconsin, the property will be zoned TR6 (One-Two Family Residential) as to the Northern portion of the Property and PB (Planned Business) as to the Southern portion of the Property, as depicted on the scaled Annexation Map attached hereto as Exhibit C. The Petitioner notes that said requested zoning is in full conformance with the City of Lake Geneva's Comprehensive Plan.

In further support of the Petitioner's requests, a proposed annexation ordinance is attached hereto as Exhibit D.

Petitioner agrees to be responsible for five (5) years of property taxes that would otherwise be due by the City of Lake Geneva to the Town of Geneva. Petitioner has already further agreed to pay for services as set forth in Exhibit E.

This instrument constitutes a Petition for direct annexation pursuant to Section 66.0217(2), Wis. Stats. There are zero electors residing within the boundaries of the Property, and the Petitioner is the sole owner and fee title holder to the Property. Therefore, pursuant to Section 66.0217(4), Wis. Stats., no notice or publication is required.

A copy of this Petition is being mailed to the State of Wisconsin, Department of Administration, for review as required by Section 66.0217(6), Wis. Stats., along with the requisite Department of Administration annexation review fee.

Dated this 6th day of March, 2018.



Mark Larkin
500 South Stone Ridge Drive
Lake Geneva, WI 53147
Telephone No. 262-853-5576
E-mail: mlarkin@keeferealestate.com

Legal Description

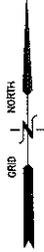
A parcel of land located in the Northeast 1/4 of Section 25, Township 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of Section 25; thence West 1596.00 feet; thence South 1 degree 30' West, 1165.48 feet to the place of beginning; thence North 89 degrees 51' West, 100 feet; thence South 848.17 feet; thence East 100 feet; thence North 850.52 feet to the point of beginning.

Tax Parcel No. JG 2500014A

EXHIBIT A

ANNEXATION MAP

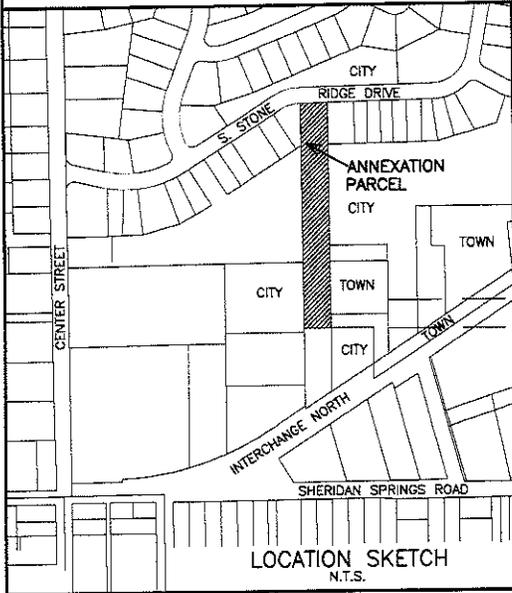
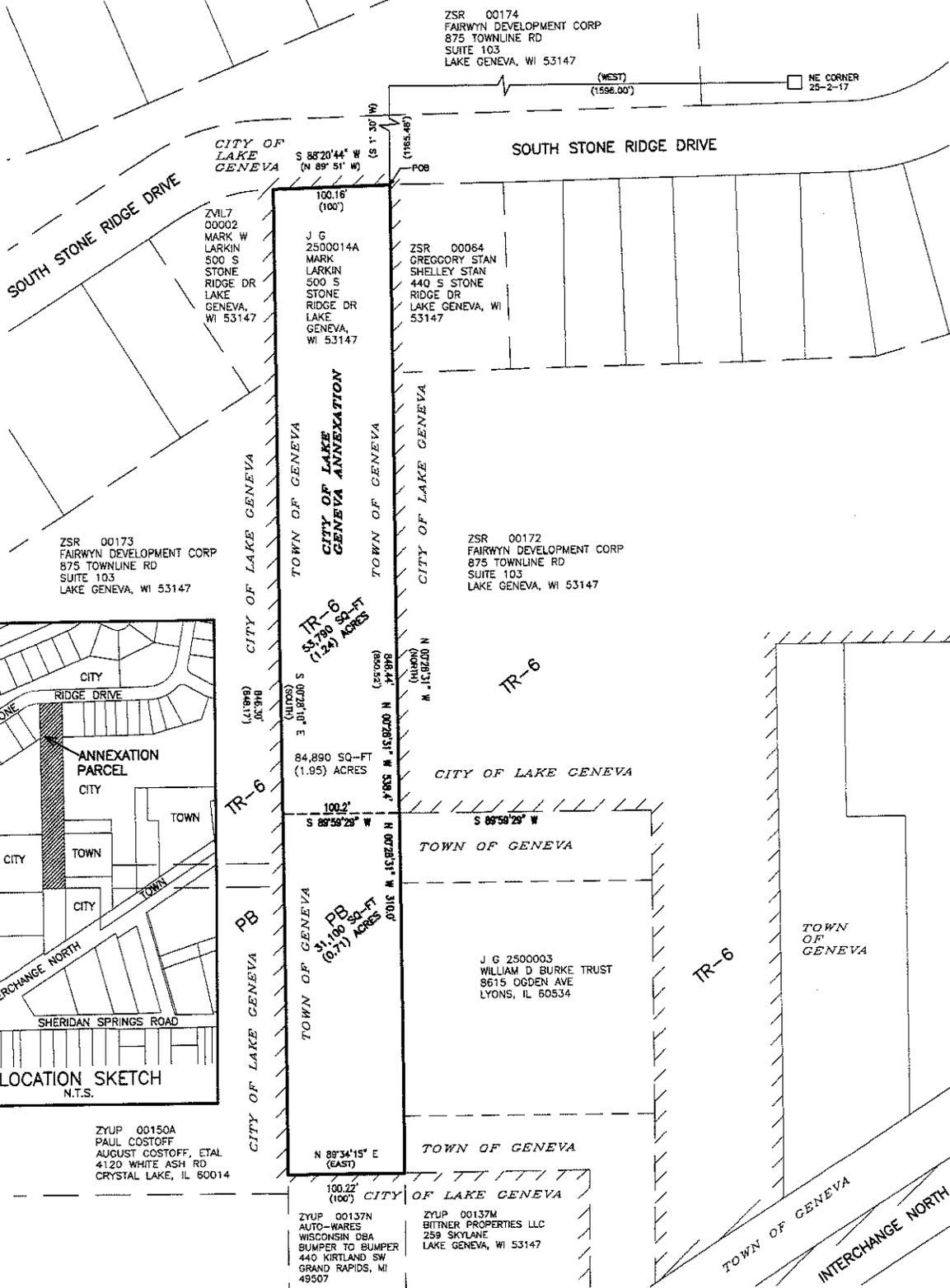
LOCATED IN THE NE 1/4 OF SECTION 25,
TOWN 2 NORTH, RANGE 17 EAST IN THE
TOWN OF GENEVA, WALWORTH COUNTY, WI



**LEGAL DESCRIPTION
ANNEXATION PARCEL**

A PARCEL OF LAND LOCATED
IN THE NORTHEAST 1/4 OF
SECTION 25, TOWNSHIP 2
NORTH, RANGE 17 EAST,
TOWN OF GENEVA, WALWORTH
COUNTY, WISCONSIN,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE
NORTHEAST CORNER OF
SECTION 25, THENCE WEST
1596.00 FEET; THENCE SOUTH
1 DEG 30MIN WEST, 1165.48
FEET TO THE PLACE OF
BEGINNING, THENCE NORTH
89DEG 51MIN WEST, 100
FEET; THENCE SOUTH 848.17
FEET; THENCE EAST 100 FEET;
THENCE NORTH 850.52 FEET
TO THE POINT OF BEGINNING.

CONTAINING 84,890 SQUARE
FEET OF LAND (1.95) ACRES
OF LAND MORE OR LESS.



ZYUP 00150A
PAUL COSTOFF
AUGUST COSTOFF, ETAL
4120 WHITE ASH RD
CRYSTAL LAKE, IL 60014

ZYUP 00137N
AUTO-WARES
WISCONSIN DBA
BUMPER TO BUMPER
440 KIRTLAND SW
GRAND RAPIDS, MI
49507

ZYUP 00137M
BITNER PROPERTIES LLC
259 SKYLANE
LAKE GENEVA, WI 53147



NOTE:
SURVEY INFORMATION TAKEN FROM 04-16-2013
SURVEY PREPARED BY KROIT SURVEYING INC.

X:\PROJECTS\9743\ACAD\9743_ANNEX.dwg



TOWN OF GENEVA, WALWORTH COUNTY, WI

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-8886

- WORK ORDERED BY -
MARK LARKIN
500 S. STONE RIDGE DRIVE
LAKE GENEVA, WI 53147

REVISIONS

PROJECT NO.
9743
DATE:
05-01-2017
SHEET NO.
1 OF 1

EGERT LAW, S.C.

835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

**COPY FOR YOUR
INFORMATION**

Nicholas A. Egert, Attorney

Debra K. Arnold, Paralegal
Jean C. Rossmiller, Legal Assistant

Telephone: 262-248-6600
Facsimile: 262-248-6262
info@egertlawfirm.com

March 6, 2018

HAND DELIVERED

City of Lake Geneva
Attention: Fred Walling
626 Geneva Street
Lake Geneva, WI 53147

Re: Mark Larkin

Dear Fred:

Enclosed please find the original Petition for Annexation which we are submitting on behalf of our client, Mark Larkin.

By copy of this letter, we are mailing a copy of the Petition to the Clerk of the Town of Geneva and to the Department of Administration.

If you need anything else, please let me know.

Sincerely,



Nicholas A. Egert

NAE/jcr
Enclosure

cc: Clerk, Town of Geneva (with copy of enclosure)
Clerk, City of Lake Geneva (with copy of enclosure)
Department of Administration (with copy of enclosure)
Mr. Mark Larkin (with copy of enclosure)

ORDINANCE NO. 18-5

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

WHEREAS, Mark Larkin ("Petitioner") has made and filed with the City Clerk of the City of Lake Geneva ("City") a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. §66.0217(2) ("Annexation Petition"), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the day of _____ day of _____, 20_____, requesting the annexation to the City of lands described in Exhibit A attached hereto and incorporated herein by reference ("Subject Territory"), which such lands are contiguous to the City; and

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

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

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

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

1. That the annexation of the Subject Territory to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
2. That the annexation of the Subject Territory will enable the City to regulate and control development of these lands which are contiguous to the City.
3. That, upon annexation, the Northern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the One-Two Family Residential (TR6) Zoning District.

EXHIBIT D

4. That, upon annexation, the Southern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the Planned Business (PB) Zoning District.
5. That the annexation of the Subject Territory does not create a town island under the provisions of Wis. Stat. §66.0221.
6. That the City is in need of additional lands suitable for business and residential development, as herein described, as and for this Subject Territory.

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

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.
2. Those lands comprising the northern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the TR6, One-Two Family Residential Zoning District.
3. Those lands comprising the southern portion of the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. §66.0217(8) in the PB, Planned Business Zoning District.
4. Those lands comprising the Subject Territory shall be included within Supervisory District 11 of Walworth County and in Aldermanic District 3 of the City of Lake Geneva.
5. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
6. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
7. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

(signatures on following page)

Adopted, passed, and approved by the Common Council of the City of Lake Geneva,
Walworth County, Wisconsin, this _____ day of _____, 20__.

Alan Kupsik, Mayor

Attest:

City Clerk

EXHIBIT A

Legal Description

A parcel of land located in the Northeast 1/4 of Section 25, Township 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin, described as follows: Commencing at the Northeast corner of Section 25; thence West 1596.00 feet; thence South 1 degree 30' West, 1165.48 feet to the place of beginning; thence North 89 degrees 51' West, 100 feet; thence South 848.17 feet; thence East 100 feet; thence North 850.52 feet to the point of beginning.

Tax Parcel No. J G 2500014A

AGREEMENT FOR SERVICES

REIMBURSABLE BY THE PETITIONER / APPLICANT. The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposal coming before the Plan Commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any finance charges that may accrue. The City may apply the charges for these services to the Petitioner. The City may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until the Petitioner pays such fees. Review fees which are applied to a Petitioner and which are not paid, may be assigned by the City as a special assessment to the subject property. Petitioner hereby expressly waives any notice and hearing requirements provided in Wis. Stats. § 66.0701 or any additions or amendments to this section. Petitioner further authorizes the City Treasurer or City Clerk to levy and collect review fees and additional fees upon the affidavit of the City Administrator or the Zoning Administrator stating that such fees are reasonable and that payment is overdue. The Petitioner shall be required to provide the City with an executed copy of the following form as a prerequisite to the processing of the development application:

Mark Larkin, as applicant/petitioner for:

Name: Mark Larkin

Address: _____

Phone: _____

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

Dated this 25th day of January, 2017.

Mark Larkin
Printed name of Applicant/Petitioner

Mal LK
Signature of Applicant/Petitioner



SCOTT WALKER
GOVERNOR
ELLEN NOWAK
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: <http://doa.wi.gov/municipalboundaryreview>

March 09, 2018

PETITION FILE NO. 14102

SABRINA WASWO, CLERK
CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147-1914

DEBRA KIRCH, CLERK
TOWN OF GENEVA
N3496 COMO RD
LAKE GENEVA, WI 53147-2617

Subject: MARK LARKIN ANNEXATION

Section 66.0217 (6), Wis. Stats., provides that the annexation of lands to cities and villages within a county having a population of 50,000 or more shall be reviewed by the Department of Administration in order to determine if the proposed annexation is in the public interest or against the public interest. The proposed annexation from the TOWN OF GENEVA to the CITY OF LAKE GENEVA (see attached description) must be reviewed pursuant to the statute.

To assist us in making this determination, we urge that you promptly supply the data requested on the enclosed questionnaire (where possible) and return the questionnaire to the department.

The purpose of this questionnaire is to assist the department in determining "Whether the governmental services, including zoning, to be supplied to the territory could clearly be better supplied by the town...." The statute further stipulates that the department shall study the "shape of the proposed annexation and the homogeneity of the territory with the annexing municipality." In addition, we would appreciate receiving from you any comments or information bearing on governmental services or shape and homogeneity that would indicate whether the annexation is in or against the public interest.

Please return the questionnaire as soon as possible so that the information can be reviewed prior to the department's statutory deadline of March 29, 2018. Direct any questions and comments to Erich Schmidtke at (608) 264-6102. Thank you for your cooperation.

For additional information on annexation or other land use issues, visit our web site at <http://doa.wi.gov/municipalboundaryreview/>.

Sincerely,

Erich Schmidtke

Enclosures

REAL PROPERTY LISTERS ANNEXATION REVIEW

1. Territory to be annexed: J G 2500014A	From Town of: GENEVA	To City/Village of: LAKE GENEVA
---	-------------------------	------------------------------------

2. Checklist: (Y) Yes; (N) No; (NA) Not applicable; (NC) Not checked

Location and Position

- _Y___ (1) Location description by government lot, recorded private claim, ¼ - ¼ section, section, township, range and county
- _Y___ (2) Contiguous with existing village/city boundaries
- _N___ (3) Creates an island area in Township (completely surrounded by city)
- _N___ (4) Creates an island area in City (completely surrounded by town)

Petition and Map Information

- _Y___ (1) Identify owner(s) of annexed land
- _Y___ (2) Identify parcel ID numbers included in annexation.
- _Y___ (3) Identify parcel ID numbers being split by annexation
- _Y___ (4) North arrow
- _Y___ (5) Graphic Scale
- _Y___ (6) Streets and Highways shown and identified
- _Y___ (7) Legend
- _Y___ (8) Total area/acreage of annexation

3. Other relevant information and comments:

Annexing this parcel into the City of Lake Geneva does leave a few parcels behind in the Township of Geneva that are surrounded by the City of Lake Geneva, however those "islands" were created by previous annexations and this one will remove one parcel from that "island".

Prepared by: Sue Finster
to: Title: Property Liater

Please **RETURN PROMPTLY**
Municipal Boundary Review

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **Mark Larkin**

Petition Number: **14102**

1. Territory to be annexed: From **TOWN OF GENEVA** To **CITY OF LAKE GENEVA**

2. Area (Acres): 1.95

3. Pick one: Property Tax Payments

OR Boundary Agreement

a. Annual town property tax on territory to be annexed:

\$ 10.68

a. Title of boundary agreement _____

b. Year adopted _____

b. Total that will be paid to Town

(annual tax multiplied by 5 years): 53.40

c. Participating jurisdictions _____

c. Paid by: Petitioner City Village

s.66.0307 s.66.0225 s.66.0301

Other: _____

4. Resident Population: Electors: 0 Total: 0

5. Approximate present land use of territory:

Residential: _____ % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Undeveloped: 100 %

6. If territory is undeveloped, what is the anticipated use?

Residential: 64 % Recreational: _____ % Commercial: 36 % Industrial: _____ %

Other: _____ %

Comments: _____

7. Has a preliminary or final plat been submitted to the Plan Commission: Yes No

Plat Name: Not to Town of Geneva

8. What is the nature of land use adjacent to this territory in the city or village?

Residential + Commercial

In the town?: Commercial

9. What are the basic service needs that precipitated the request for annexation?

Sanitary sewer Water supply Storm sewers

Police/Fire protection EMS Zoning

Other Development

10. Is the city/village or town capable of providing needed utility services?

City/Village Yes No Town Yes No

If yes, approximate timetable for providing service: City/Village Town
Sanitary Sewers immediately n/a
or, write in number of years. _____

Water Supply immediately n/a
or, write in number of years. _____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

Yes No

If yes, identify the nature of the anticipated improvements and their probable costs: _____

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? Yes No
Is this annexation consistent with your comprehensive plan? Yes No

b. How is the annexation territory now zoned? A-3 + B-2

c. How will the land be zoned and used if annexed? TR6 + PB

12. Elections: New ward or Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

Unknown

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: Town City Village

Name: Debra L. Kirck

Email: treasurer@townofgeneva.wi.com

Phone: 262-248-8497

Date: 03/12/2018

(March 2018)

Please RETURN PROMPTLY to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104



SCOTT WALKER
GOVERNOR
ELLEN NOWAK
SECRETARY

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March 29, 2018

PETITION FILE NO. 14102

SABRINA WASWO, CLERK
CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147-1914

DEBRA KIRCH, CLERK
TOWN OF GENEVA
N3496 COMO RD
LAKE GENEVA, WI 53147-2617

Subject: MARK LARKIN ANNEXATION

The proposed annexation submitted to our office on March 09, 2018, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF LAKE GENEVA**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14102 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2175>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner



AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 30th day of March in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

MSI General Corporation
James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

for the following Project:
(Name, location and detailed description)

Historic Riviera Building Improvements Project
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

The Construction Manager (if known):
(Name, legal status, address and other information)

MSI General Corporation
P.O. Box
Oconomowoc, WI 53066

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]-2007, General Conditions of the Contract for Construction; A133[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1231317076)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

An Owner scope of work has not been provided to the Architect, Construction Manager or Historic Preservation Consultant for the Historic Riviera Building Improvements Project. Per Owner requirement, the scope of work will be determined at a later date, in coordination with the Architect, Construction Manager and Historic Preservation Consultant. The Historic Preservation Consultant is described under § 1.1.12.2 Consultants retained under Additional Services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Owner provided limited physical characteristics of the project are described within the *Condition Assessment & Preliminary Design of Riviera Building Improvements* report prepared by KEHOE-HENRY & ASSOCIATES, INC. dated June 28, 2017. Owner is responsible to provide the Architect, Construction Manager or Historic Preservation Consultant will all other pertinent information.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined.

Init.

/

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:
To be determined.
- .2 Commencement of construction:
To be determined.
- .3 Substantial Completion date or milestone dates:
To be determined.
- .4 Other:
To be determined.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

The Riviera is a National Register of Historic Places listed building. Special historical preservation requirements, considerations and services must therefore be discussed and included in the final scope of work.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

City of Lake Geneva
Blaine Oborn, City Administrator
626 Geneva Street
Lake Geneva, WI 53147

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Legacy Architecture, Inc.
Jennifer L. Lehrke, AIA, LEED AP, NCARB, Historic Preservation Consultant
605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081

Init.

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

MSI General Corporation
P.O. Box
Oconomowoc, WI 53066

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

To be determined.

- .3 Land Surveyor:

To be determined.

- .4 Geotechnical Engineer:

To be determined.

- .5 Civil Engineer:

To be determined.

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

MSI General Corporation

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User Notes:

(1231317076)

James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

Not applicable.

.3 Electrical Engineer:

Not applicable.

§ 1.1.12.2 Consultants retained under Additional Services:

Legacy Architecture, Inc.
Jennifer L. Lehrke, AIA, LEED AP, NCARB, Historic Preservation Consultant
605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081

§ 1.1.13 Other Initial Information on which the Agreement is based:

Owner provided limited physical characteristics of the project are described within the *Condition Assessment & Preliminary Design of Riviera Building Improvements* report prepared by KEHOE-HENRY & ASSOCIATES, INC. dated June 28, 2017. Owner is responsible to provide the Architect, Construction Manager and Historic Preservation Consultant will all other pertinent information.

§ 1.2 The Owner, Architect, Construction Manager and Historic Preservation Consultant may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner, Architect, Construction Manager and Historic Preservation Consultant shall appropriately adjust the schedule, and any related services and the Architect and Construction Manager's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

(1231317076)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the

Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Assistance with selection of the Construction Manager	Not applicable	
§ 4.1.2 Programming (B202™-2009)	To be determined	
§ 4.1.3 Multiple preliminary designs	Architect	
§ 4.1.4 Measured drawings	Architect	
§ 4.1.5 Existing facilities surveys	To be determined	
§ 4.1.6 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.7 Building Information Modeling (E203™-2013)	Not provided.	
<i>(Row deleted)</i>		
§ 4.1.8 Civil engineering	Owner	
§ 4.1.9 Landscape design	Architect	
§ 4.1.10 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.11 Value Analysis (B204™-2007)	Architect	
§ 4.1.12 Detailed cost estimating	Construction Manager	
§ 4.1.13 On-site project representation (B207™-2008)	Architect	
§ 4.1.14 Conformed construction documents	Architect	
§ 4.1.15 As-Designed Record drawings	Architect	
§ 4.1.16 As-Constructed Record drawings	Architect	
§ 4.1.17 Post occupancy evaluation	Architect	
§ 4.1.18 Facility Support Services (B210™-2007)	Not provided	
§ 4.1.19 Tenant-related services	Not provided	
§ 4.1.20 Coordination of Owner's consultants	Architect	
§ 4.1.21 Telecommunications/data design	Owner	
§ 4.1.22 Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.23 Commissioning (B211™-2007)	Architect	
§ 4.1.24 Extensive sustainable design services	Not provided	
§ 4.1.25 LEED® Certification (B214™-2012)	Not provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Architect	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Architect	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Not applicable

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 As required reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 As required visits to the site by the Architect over the duration of the Project during construction
- .3 As required inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 As required inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service,

revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and

exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6%

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$125.00 / hour

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$125.00 / hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Six percent (6.0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

To be determined.

Based on current projections of the work, phases may be broken down as follows:

Schematic Design Phase	percent (20	%)
Design Development Phase	percent (30	%)
Construction Documents Phase	percent (40	%)
Construction Phase	percent (10	%)

Total Basic Compensation	one hundred	percent (100	%)
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The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

\$125.00

Employee or Category
To be determined.

Rate (\$0.00)
To be determined.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 (paragraph deleted)
- .2 (paragraph deleted)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, excluding permit fees and municipal approval fees which will be paid for directly by Owners;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s consultants’ expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 (paragraph deleted)
- .11 .Phase 1/Phase 2 testing and reporting;
- .12 Soil borings;
- .13 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Six percent (6.0 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

To be determined.

§ 11.9 Compensation for Use of Architect’s Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

3/4 % Three-quarter percent

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 (paragraph deleted)
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

To be determined.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Dirk J. Debbink, Chairman & CEO
(Printed name and title)

Additions and Deletions Report for **AIA® Document B133™ – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:59:12 on 03/30/2018.

PAGE 1

AGREEMENT made as of the 30th day of March in the year 2018

...

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

...

MSI General Corporation
James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

...

Historic Riviera Building Improvements Project
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

...

MSI General Corporation
P.O. Box
Oconomowoc, WI 53066

PAGE 2

An Owner scope of work has not been provided to the Architect, Construction Manager or Historic Preservation Consultant for the Historic Riviera Building Improvements Project. Per Owner requirement, the scope of work will be determined at a later date, in coordination with the Architect, Construction Manager and Historic Preservation Consultant. The Historic Preservation Consultant is described under § 1.1.12.2 Consultants retained under Additional Services.

...

Owner provided limited physical characteristics of the project are described within the *Condition Assessment & Preliminary Design of Riviera Building Improvements* report prepared by KEHOE-HENRY & ASSOCIATES, INC. dated June 28, 2017. Owner is responsible to provide the Architect, Construction Manager or Historic Preservation Consultant will all other pertinent information.



AIA® Document A134™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the 30th day of March in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

MSI General Corporation
P.O. Box 7
Oconomowoc, WI 53066

for the following Project:

Historic Riviera Building Improvements Project
The Riviera
812 Wrigley Drive
Lake Geneva, WI 53147

The Architect:
(Name, legal status and address)

MSI General Corporation
James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

The Owner's Designated Representative:
(Name, address and other information)

City of Lake Geneva
Blaine Oborn, City Administrator
626 Geneva Street
Lake Geneva, WI 53147

The Construction Manager's Designated Representative:
(Name, address and other information)

MSI General Corporation
Jennifer L. Guslick, Project Director
P.O. Box
Oconomowoc, WI 53066

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Architect's Designated Representative:
(Name, address and other information)

MSI General Corporation
James F. Olson, AIA, NCARB
P.O. Box 7
Oconomowoc, WI 53066

The Owner and Construction Manager agree as follows.



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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only if needed. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section

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9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201–2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201–2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager’s Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect’s review and Owner’s approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and

- .5 a statement as to whether or not the duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

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§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the Owner's approval of the Control Estimate, or within seven days of receiving the Owner's written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

Upon request the Construction Manager will provide proposals to complete site investigation. These preconstruction services will be reimbursable items and will be subject to the 8% Construction Manager's Fee.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

An 8% Construction Management Fee to be added to all project requirements and job costs. An Owner scope of work has not been developed for the Historic Riviera Building Improvements Project. Per Owner requirement, the scope of work will be determined at a later date to include reimbursable costs items, if applicable.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 14 months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Three-Quarter % ¾%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

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§ 5.1.1 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

An 8% Construction Management Fee to be added to all project requirements and job costs. An Owner scope of work has not been developed for the Historic Riviera Building Improvements Project. Per Owner requirement, the scope of work will be determined at a later date to include reimbursable costs items, if applicable.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

An 8% Construction Manager’s Fee will be added to all changes of work.

(Paragraphs deleted)

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
To be determined.	To be determined.	To be determined.

§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager’s Fee shall be adjusted as provided in Section 5.1.2.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

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§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not to Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and
- .7 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

MSI General Corporation will submit applications for the monthly progress payments at the end of each month consisting of all labor and material incorporated into the work or suitably stored at the site during the month, less a 5% retainer, which is in effect a hold-back by the Owner. The net amount invoiced will constitute the progress payments which will be due to MSI General Corporation on or before the 10th of the month following the month in which the work was completed.

Upon substantial completion of the entire work and in the event of occupancy and usage by Owner prior to final completion of the contract, MSI General Corporation shall be entitled to invoice not less than 95% of the contract price including changes of record.

Upon final completion of the project MSI General will submit a final application for payment. The final payment shall be due within 30 days of receipt of this invoice by the Owner.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 10th day of the the current month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 (paragraph deleted)

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner;

§ 7.1.7 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed

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to represent that the Architect has made a detailed examination, or audit or that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
To be determined.	To be determined.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction

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Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner's Approval of the Control Estimate

§ 10.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such

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steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Article 9.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201–2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Control Estimate and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

- 11.5.1 A survey with written legal description to describe physical characteristics, legal limitations and utility locations on the Project site has not been included in this contract, unless specifically stated in the Proposal, and shall be the responsibility of the Owner. The survey and legal description shall include grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; existing above and below grade utility services and lines, both public and private, above and below grade, including inverts and depths. The survey shall be referenced to a Project benchmark for use during construction.
- 11.5.2 Costs to remove, fill or otherwise modify unmarked buried objects, utilities, existing underground walls, voids, or unsuitable soils have not been included in this Agreement unless specifically stated in the Proposal, and shall be the responsibility of the Owner.
- 11.5.3 Services of geotechnical engineers have not been included in this contract, unless specifically stated in the Proposal, and shall be the responsibility of the Owner. Services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, and shall provide Construction Manager with written reports and appropriate recommendations from such engineers.
- 11.5.4 De-watering of the Project site or excessive earth work has not been included in this Agreement unless specifically stated in the Proposal, and shall be the responsibility of the Owner.
- 11.5.5 Winter protection, snow removal, frost breaking, construction electricity, heating of materials, temporary heat or heat during construction has not been included in this Agreement unless specifically stated in the Proposal, and shall be the responsibility of the Owner.
- 11.5.6 Charges for providing utilities, including but not limited to water, sewer, electricity, and natural gas (liquid propane), are not included in this Agreement, and shall be the responsibility of the Owner.
- 11.5.7 Utility connection charges, fees, special assessments, etc. have not been included in this Agreement unless specifically stated in the Proposal, and shall be the responsibility of the Owner. Such charges may include but are not limited to: gas, electric, cable TV, internet, storm sewer, sanitary sewer or water.
- 11.5.8 Municipal fees other than municipal review fees and standard local building permit fees for construction have not been included in this contract, unless specifically stated in the Proposal, and shall be the responsibility of the Owner. Owner shall obtain the permits and licenses identified on the Owner's Permit List, Exhibit B to this Agreement.

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11.5.9 The Architect, Construction Manager and Historic Preservation Consultant's and shall have the right to include photographic or artistic representations of the design of the Project among the Architect, Construction Manager and Historic Preservation Consultant's promotional and professional materials. The Architect, Construction Manager and Historic Preservation Consultant's shall be given reasonable access to the completed Project to make such representations. The Owner shall provide professional credit for the Architect, Construction Manager and Historic Preservation Consultant in the Owner's promotional materials for the Project. The Historic Preservation Consultant is described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition under § 1.1.12.2 Consultants retained under Additional Services.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 (paragraph deleted)

.3

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Mr. Dirk J. Debbink, Chairman & CEO
(Printed name and title)

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Chapter 2. Administration

ARTICLE V. BOARDS AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-230. Committee of the Whole.

[Ord. No. 08-02, 3-10-2008; Ord. No. 08-07, § 1, 6-23-2008]

(a) Composition. The City Alderman shall be the Committee of the Whole. The Council President shall serve as Chairman of the Committee of the Whole. The Committee of the Whole may elect a Vice Chairman to serve in the Chairman's absence.

(b) Meeting. The Committee of the Whole ~~may~~ shall meet ~~quarterly~~ in the Council Chambers of the City Hall on the first Monday of ~~the~~ each month. The Council President may change the meeting time and place and may call special meetings of the Committee of the Whole.

(c) Committee powers and duties.

(1) The Committee of the Whole may hold informal discussions on any agenda item and may make recommendations and suggestions to the Common Council.

(2) The Committee of the Whole may receive reports from the committees, commissions, and boards of the City.

(3) The Committee of the Whole may receive reports and information from all City officials.

(4) The Committee of the Whole may take other actions and consider other matters that may be assigned to it by the Common Council

Chapter 90 : Waterways

ARTICLE II: LAKES AND BEACHES DIVISION 3 LAKE SHORE AND BEACHES

Subdivision IV

Docking Facilities Rental

Sec. 90-198 **Rental authority.**

[Code 1992, § 20.27(8)]

The Council ~~hereby shall prior to the March meeting in each year~~ designates the City Administrator or his/her designee as the rental authority for the purposes of carrying out this subdivision and shall further establish the rates to be in force during the following rental period.

**City of Lake Geneva
Finance, License, & Regulation Committee
April 3, 2018**

**Prepaid Checks
3/19/18 - 3/29/18**

**Total:
\$10,828.43**

Checks over \$5,000:

\$	-
\$	-
\$	-
\$	-
\$	-

FROM 03/19/2018 TO 03/26/2018

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
CITYLG		CITY OF LAKE GENEVA							
		PARKING CASH DRAWER		03/20/18		67144	03/21/18	100.00	100.00
	01	PARKING CASH DRAWER-CH	4234501001						100.00
								VENDOR TOTAL:	100.00
KENOSC		KENOSHA CIRCUIT COURT							
		WARRANT-GONZALEZ		03/16/18		67145	03/21/18	551.10	551.10
	01	WARR OCA/15083312B-GONZALEZ	1112002428						551.10
								VENDOR TOTAL:	551.10
KOLLE		MICHAEL KOLLER							
		REIMB 3/18		03/19/18		67146	03/21/18	105.00	105.00
	01	REIM MEALS 4/11-4/13 PSW CONF	1122005144						105.00
								VENDOR TOTAL:	105.00
VERIZON		VERIZON WIRELESS							
		9802705765		03/01/18		67147	03/21/18	1,022.38	40.01
	01	AIR CARDS-FEB	1129005221						40.01
		9802867622		03/03/18		67147	03/21/18	1,022.38	982.37
	01	AIR CARDS-FEB	1121005221						982.37
								VENDOR TOTAL:	1,022.38
WALCC		WALWORTH COUNTY CLERK OF COURT							
		WARRANT-HOMA		03/16/18		67148	03/21/18	1,071.00	1,071.00
	01	CIT #BB479159-2 HOMA	1112002428						1,071.00
								VENDOR TOTAL:	1,071.00
WIDELL		WISCONSIN DELLS POLICE DEPT							
		2018-112		03/12/18		67149	03/21/18	350.00	350.00
	01	DE-ESCALATION INST-HALL	1121005410						350.00
								VENDOR TOTAL:	350.00
								TOTAL --- ALL INVOICES:	3,199.48

FROM 03/28/2018 TO 03/29/2018

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
AMAZO	AMAZON								
	8932-3/18			03/23/18		67201	03/28/18	333.83	333.83
		01 HEAVY DUTY STAPLER	9900005211						18.59
		02 TONER, POUCHES	9900005310						66.44
		03 CORD COVER, SOAP, TABLECOVER	9900005350						150.98
		04 BOOK	9900005410						14.93
		05 DOLL CARRIER, WONDER DVD	9900005411						82.89
								VENDOR TOTAL:	333.83
DPI	WI DEPT OF PUBLIC INSTRUCTION								
	WISCAT143481			12/06/17		67202	03/28/18	200.00	200.00
		01 WISCAT LICENSE	9900005510						200.00
								VENDOR TOTAL:	200.00
GRITZNER	EDWARD GRITZNER								
	REIMB 032318			03/23/18		67203	03/28/18	119.62	119.62
		01 CONFERENCE MEALS	1121005331						119.62
								VENDOR TOTAL:	119.62
JERRY	JERRY WILLKOMM INC								
	374319			09/27/17		67204	03/28/18	76.50	76.50
		01 GREASE	1132105341						76.50
								VENDOR TOTAL:	76.50
PNC	PNC BANK								
	1ST QTR 2018			03/21/18		67205	03/28/18	4,187.12	4,187.12
		01 1ST QTR 2018 INTEREST	2081005658						4,187.12
								VENDOR TOTAL:	4,187.12
SHERW	SHERWIN-WILLIAMS COMPANY								
	5920-8			03/07/18		67206	03/28/18	73.44	73.44
		01 PAINT/GARBAGE CANS	1152005352						73.44
								VENDOR TOTAL:	73.44
SIMPLX	SIMPLEXGRINNELL								
	84129104			09/28/17		67200	03/28/18	431.20	431.20
		01 ELEVATOR DUCT REPAIR	1116105360						431.20
								VENDOR TOTAL:	431.20

FROM 03/28/2018 TO 03/29/2018

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
USBANK	US BANK								
	3341-3/18			03/13/18		67207	03/28/18	2,207.24	2,207.24
	01	COMF SUITES-NELSON	1121005331						97.00
	02	AMAZON-UNIF GRITZNER	1121005138						52.72
	03	AMAZON-UNIF GRITZNER	1121005138						105.44
	04	WALMART-COFFEE, TAPE	1121005399						19.44
	05	PAYPAL-MEDIA CLASS-GRITZNER	1121005410						595.00
	06	ITUNES-RASMUSSEN	1121005399						0.99
	07	HOLIDAY INN-WALSER	1121005331						82.00
	08	ITUNES-RASMUSSEN	1121005399						10.54
	09	LA GEAR-UNIF HALL	1121005138						269.85
	10	LA GEAR-UNIF GRITZNER	1121005138						95.95
	11	LA GEAR-UNIF NETTESHEIM	1121005138						61.95
	12	LA GEAR-TACTICAL RESP UNIF	1121005342						531.75
	13	APCO-EMD INSTR RENEW-FROGGATT	1121005410						95.00
	14	AMERICINN-DERRICK	1121005331						80.91
	15	LA POL GEAR-GEAR BAG	1121005342						65.98
	16	WM-TOTES, TRAYS	1121005399						42.72
								VENDOR TOTAL:	2,207.24
								TOTAL --- ALL INVOICES:	7,628.95

City of Lake Geneva
Finance, License, & Regulation Committee
April 3, 2018

Accounts Payable

	<u>Fund #</u>	
1. General Fund	11	\$ 101,878.28
2. Debt Service	20	\$ -
3. TID #4	34	\$ -
4. Lakefront	40	\$ 1,557.39
5. Capital Projects	43	\$ 150.00
6. Parking	42	\$ 7,893.12
7. Cemetery	48	\$ 288.98
8. Equipment Replacement	50	\$ 25,511.08
9. Library Fund	99	\$ 2,544.88
10. Impact Fees	45	\$ 5,688.00
11. Tourism Commission	47	\$ -
Total All Funds		<u><u>\$145,511.73</u></u>

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

**FINANCE, LICENSE, & REGULATION COMMITTEE
4/3/2018**

TOTAL UNPAID ACCOUNTS PAYABLE **\$ 145,511.73**

ITEMS > \$5,000

Provident Agency Inc. - 2018 death and disability (Fire Department)	\$ 24,521.00
Walworth County Public Works - February salt	\$ 23,818.31
General Communications Inc. - Radio console upgrade	\$ 9,952.00
T2 Systems Canada - IRIS fees (Feb, Mar, Apr)	\$ 7,632.00
Elevated Safety LLC - TRT equipment	\$ 7,114.02
Vandewalle & Associates Inc. - March planning	\$ 6,960.85
Geneva Lake Museum - 2018 Payment 1 of 2	\$ 6,500.00
Lake Geneva Utility - Impact fees	\$ 5,688.00
Ford of Lake Geneva - Ambulance #1 repairs, multiple oil changes	\$ 5,093.54

Balance of Other Items \$ 48,232.01

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A+ GRAPHICS & PRINTING							
18110	03/14/18	01	MAIN ST-NO PKG SIGNS	4332101701		04/10/18	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
ACL SERVICES LLC							
201802-0	03/01/18	01	BLOOD DRAWS	1121005380		04/10/18	27.60
						INVOICE TOTAL:	27.60
						VENDOR TOTAL:	27.60
ADVANAU ADVANCE AUTO PARTS							
7193806140136	03/02/18	01	HYDRAULIC FLUID-TRACTOR	4800005250		04/10/18	28.98
						INVOICE TOTAL:	28.98
						VENDOR TOTAL:	28.98
ALERT ALERT-ALL CORP							
218030035	03/13/18	01	PUB ED STICKERS	1122005399		04/10/18	250.00
						INVOICE TOTAL:	250.00
						VENDOR TOTAL:	250.00
AMTOW AM TOWING INC							
W1-3698	02/28/18	01	TOWING-TRAILER	1134105290		04/10/18	271.25
						INVOICE TOTAL:	271.25
						VENDOR TOTAL:	271.25
AMYS AMY'S SHIPPING EMPORIUM							
16980	02/05/18	01	RED THE UNIFORM TAILOR	1121005312		04/10/18	10.04
						INVOICE TOTAL:	10.04
17024	02/05/18	01	GENERAL COMMUNICATIONS	1121005312		04/10/18	10.49
						INVOICE TOTAL:	10.49

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

AMYS	AMY'S SHIPPING EMPORIUM						
17129	02/08/18	01	RAY OHERRON	1121005312		04/10/18	14.77
						INVOICE TOTAL:	14.77
17318	02/19/18	01	STANDARD & ASSOC	1121005312		04/10/18	10.04
						INVOICE TOTAL:	10.04
17669	03/05/18	01	KUSSMAUL ELECTRONICS	1122005312		04/10/18	14.00
						INVOICE TOTAL:	14.00
18071	03/23/18	01	GENERAL COMMUNICATIONS	1122005312		04/10/18	10.02
						INVOICE TOTAL:	10.02
						VENDOR TOTAL:	69.36
ARROW	ARROW PEST CONTROL INC						
75479	03/27/18	01	PEST CONTROL-APR	1116105360		04/10/18	55.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00
AT&T81	AT&T						
RE032918	03/13/18	01	262 R42-8188 663 1 CITY HALL	1116105221		04/10/18	283.94
		02	262 R42-8188 663 1-POLICE	1121005221			283.94
		03	262 R42-8188 663 1-COURT	1112005221			31.55
		04	262 R42-8188 663 1-METER	4234505221			31.55
		06	262 248-2264 368 9-FIRE DEPT	1122005221			386.70
		07	262 248-4567 367 1-911 MODEM	1121005221			279.94
		08	262 248-4715 125 4-CITY HALL	1116105221			338.79
		10	262 248-4913 601 4-STR FAX/DSL	1132105221			212.21
		12	262 249-5299 313 5-6 LIB LINES	9900005221			138.30
		13	262 249-5299 313 5-1 STR LINE	1132105221			23.04
		14	262 249-5299 313 5-COURT FAX	1112005221			23.04
		15	262 249-5299 313 5-CH ALARM	1116105221			46.09
		16	262 249-5299 313 5-CEM 1 LINE	4800005221			23.04

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
AT&T81	AT&T						
RE032918	03/13/18	17	262 249-5299 313 5-LOWER RIV	4055205221		04/10/18	23.04
		18	262 249-5299 313 5-UPPER RIV	4055105221			46.09
		19	262 249-5299 313 5-FIRE 2 LINE	1122005221			46.09
		20	262 249-5299 313 5-POL 3 LINES	1121005221			69.15
		21	262 248-6837 457 9-POL 911 CON	1121005221			150.63
						INVOICE TOTAL:	2,437.13
						VENDOR TOTAL:	2,437.13
AUROM	AURORA MEDICAL GROUP						
1890737	03/26/18	01	CONSORTIUM FEE	1132105205		04/10/18	60.00
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00
BATZN	BATZNER PEST CONTROL						
2435741	03/19/18	01	PEST CONTROL-MAR	4055205360		04/10/18	108.00
						INVOICE TOTAL:	108.00
						VENDOR TOTAL:	108.00
BEARG	BEAR GRAPHICS						
0792164	03/12/18	01	VOTER # SLIPS	1114305311		04/10/18	150.46
						INVOICE TOTAL:	150.46
						VENDOR TOTAL:	150.46
BOUND	BOUND TREE MEDICAL LLC						
82778262	02/15/18	01	TAPE, GLUCOSE, SYRINGES, TOURN	1122005810		04/10/18	401.54
						INVOICE TOTAL:	401.54
82791838	03/01/18	01	NASAL TUBES	1122005810		04/10/18	129.60
						INVOICE TOTAL:	129.60
82806548	03/15/18	01	ORAL AIRWAY KIT, CURAPLEX	1122005810		04/10/18	96.22
						INVOICE TOTAL:	96.22
						VENDOR TOTAL:	627.36

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

BREEZY	BREEZY HILL NURSERY						
I-212409	03/16/18	01	TOP SOIL-8 YDS	1132135430		04/10/18	208.00
						INVOICE TOTAL:	208.00
I-212426	03/22/18	01	TOP SOIL-8 YDS	1132135430		04/10/18	192.00
						INVOICE TOTAL:	192.00
POSO321113	03/16/18	01	TOP SOIL-8 YDS	1132135430		04/10/18	168.00
						INVOICE TOTAL:	168.00
POSO321178	03/21/18	01	TOP SOIL-8 YDS	1132135430		04/10/18	192.00
						INVOICE TOTAL:	192.00
						VENDOR TOTAL:	760.00
BSL	BADGER STATE INDUSTRIES						
306-174664	03/15/18	01	TISSUE,PAPER TOWEL	9900005350		04/10/18	135.60
						INVOICE TOTAL:	135.60
						VENDOR TOTAL:	135.60
BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-383774	02/22/18	01	BATTERY CORE-#3	1122005351		04/10/18	137.99
						INVOICE TOTAL:	137.99
662-384283	03/02/18	01	MINI LAMP-#222	1121005361		04/10/18	3.99
						INVOICE TOTAL:	3.99
662-384847	03/12/18	01	SPARK PLUG-LAWN MOWER	4800005250		04/10/18	4.48
						INVOICE TOTAL:	4.48
662-384881	03/12/18	01	BATTERY-AIR BOAT	1122005351		04/10/18	347.97
						INVOICE TOTAL:	347.97
662-384894	03/12/18	01	BATTERY RETURN	1122005351		04/10/18	-48.00
						INVOICE TOTAL:	-48.00

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-385401	03/21/18	01	HD30 OIL	1132105341		04/10/18	43.08
						INVOICE TOTAL:	43.08
						VENDOR TOTAL:	489.51
CDW	CDW GOVERNMENT INC						
LTS6097	03/21/18	01	COMPUTER-SQUAD #206	5021005800		04/10/18	642.21
						INVOICE TOTAL:	642.21
						VENDOR TOTAL:	642.21
CHILDS	CRAIG D CHILDS, PHD SC						
1988	02/28/18	01	NEW HIRE EVALS	1121005411		04/10/18	1,500.00
						INVOICE TOTAL:	1,500.00
2002	03/17/18	01	NEW HIRE EVALS	1121005411		04/10/18	500.00
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	2,000.00
COMPL	COMPLETE OFFICE OF WISCONSIN						
271582	03/08/18	01	PENS,BINDERS,PAPER	1121005310		04/10/18	43.64
						INVOICE TOTAL:	43.64
						VENDOR TOTAL:	43.64
DIREC	DIRECTPATH LLC						
AT39087	04/01/18	01	AD PATIENT CARE-APR	1110205132		04/10/18	265.50
						INVOICE TOTAL:	265.50
						VENDOR TOTAL:	265.50
DUNN	DUNN LUMBER & TRUE VALUE						
54203	03/21/18	01	BED EDGER RENTAL	1152005250		04/10/18	96.80
						INVOICE TOTAL:	96.80

INVOICES DUE ON/BEFORE 04/10/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

DUNN	DUNN LUMBER & TRUE VALUE						
54205	03/21/18	01	RAKE RENTAL	1152005250		04/10/18	154.00
						INVOICE TOTAL:	154.00
54209	03/21/18	01	RAKE RENTAL-RETURNED	1152005250		04/10/18	-46.20
						INVOICE TOTAL:	-46.20
682804	05/01/17	01	POWER STRIP	1122005340		04/10/18	15.99
		02	DISCOUNT	1100004819			-0.80
						INVOICE TOTAL:	15.19
704730	11/07/17	01	HAMMER, EARPLUGS	1122005340		04/10/18	47.97
		02	DISCOUNT	1100004819			-2.40
						INVOICE TOTAL:	45.57
708189	12/10/17	01	TAPE, RED SPRAY	1122005340		04/10/18	25.95
		02	DISCOUNT	1100004819			-1.30
						INVOICE TOTAL:	24.65
710147	01/02/18	01	BATTERIES	1122005340		04/10/18	7.99
		02	DISCOUNT	1100004819			-0.40
						INVOICE TOTAL:	7.59
711941	01/23/18	01	STATION KEY-CITY CLERK	1122005340		04/10/18	1.99
		02	DISCOUNT	1100004819			-0.10
						INVOICE TOTAL:	1.89
715205	03/02/18	01	BULBS	9900005350		04/10/18	32.93
		02	DISCOUNT	9900004819			-1.65
						INVOICE TOTAL:	31.28
715585	03/07/18	01	ICE MELT	4800005340		04/10/18	8.99
						INVOICE TOTAL:	8.99
715792	03/09/18	01	NUTS, BOLTS	9900005350		04/10/18	1.92

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

DUNN	DUNN LUMBER & TRUE VALUE						
715792	03/09/18	02	DISCOUNT	9900004819		04/10/18	-0.10
						INVOICE TOTAL:	1.82
716096	03/13/18	01	TREATED DECKING	4800005240		04/10/18	88.59
						INVOICE TOTAL:	88.59
716207	03/13/18	01	BALL VALVE-T1	1122005351		04/10/18	10.28
		02	DISCOUNT	1100004819			-0.51
						INVOICE TOTAL:	9.77
716281	03/14/18	01	PAINT-GARBAGE CANS	1152005352		04/10/18	15.14
		02	DISCOUNT	1100004819			-0.76
						INVOICE TOTAL:	14.38
716741	03/19/18	01	PAINT-GARBAGE CANS	1152005352		04/10/18	24.95
		02	DISCOUNT	1100004819			-1.25
						INVOICE TOTAL:	23.70
716770	03/19/18	01	BACKPACK BLOWERS	1152005340		04/10/18	539.92
						INVOICE TOTAL:	539.92
716823	03/20/18	01	BALL HITCH-TRK #18	1132105340		04/10/18	10.99
		02	DISCOUNT	1100004819			-0.55
						INVOICE TOTAL:	10.44
716832	03/20/18	01	CABLE,WIRE ROPE-HELICOPTER	1152015952		04/10/18	37.51
		02	DISCOUNT	1100004819			-1.88
						INVOICE TOTAL:	35.63
716934	03/21/18	01	BATTERIES,BLEACH	4055205350		04/10/18	42.46
		02	DISCOUNT	1100004819			-2.12
						INVOICE TOTAL:	40.34
						VENDOR TOTAL:	1,104.35

EAGLM EAGLE MEDIA INC

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EAGLM	EAGLE MEDIA INC						
00125844	03/19/18	01	BATON HOLDER-WISNIEWSKI	1121005138		04/10/18	19.00
						INVOICE TOTAL:	19.00
						VENDOR TOTAL:	19.00
ELEVA	ELEVATED SAFETY LLC						
1602	02/16/18	01	TRT EQUIP	5022005800		04/10/18	7,114.02
						INVOICE TOTAL:	7,114.02
						VENDOR TOTAL:	7,114.02
EMS	EMS MEDICAL BILLING ASSOCIATES						
FEB 2018	03/06/18	01	COMMISSIONS-FEB	1122005214		04/10/18	2,462.75
						INVOICE TOTAL:	2,462.75
						VENDOR TOTAL:	2,462.75
FCT	FIRST CARE TACTICAL LLC						
1146	03/01/18	01	MASS CASUALTY BAG	1129005340		04/10/18	268.89
						INVOICE TOTAL:	268.89
						VENDOR TOTAL:	268.89
FERRE	FERRELLGAS						
52490908	02/22/18	01	PROPANE TANK RENTAL	4800005360		04/10/18	36.00
						INVOICE TOTAL:	36.00
						VENDOR TOTAL:	36.00
FORD	FORD OF LAKE GENEVA						
61313	01/02/18	01	STARTER REPAIR-A1	1122005240		04/10/18	629.99
						INVOICE TOTAL:	629.99
61348	01/04/18	01	IDM, BATTERY-A2	1122005240		04/10/18	1,512.27
						INVOICE TOTAL:	1,512.27

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

FORD	FORD OF LAKE GENEVA						
61591	01/18/18	01	ELEC SYS CHECK-#202	1121005361		04/10/18	154.45
						INVOICE TOTAL:	154.45
61759	01/29/18	01	TIRE REPAIR-#207	1121005361		04/10/18	25.95
						INVOICE TOTAL:	25.95
61946	02/12/18	01	TIRE MOUNT-#204	1121005361		04/10/18	24.75
						INVOICE TOTAL:	24.75
62387	03/09/18	01	OIL CHANGE-#206	1121005361		04/10/18	30.95
						INVOICE TOTAL:	30.95
62421	03/12/18	01	TURBO RING,BRAKE RPR-A1	1122005240		04/10/18	2,685.09
						INVOICE TOTAL:	2,685.09
62520	03/20/18	01	OIL CHANGE-#204	1121005361		04/10/18	30.09
						INVOICE TOTAL:	30.09
						VENDOR TOTAL:	5,093.54
FOXVA	FOX VALLEY TECHNICAL COLLEGE						
TPB0000450646-FY17-1	02/07/18	01	INSTR TRNG-HANSEN,NELSON	1121005410		04/10/18	775.00
						INVOICE TOTAL:	775.00
						VENDOR TOTAL:	775.00
GEAR	GEAR WASH LLC						
13789	02/15/18	01	GEAR REPAIR	5022005800		04/10/18	1,204.38
						INVOICE TOTAL:	1,204.38
						VENDOR TOTAL:	1,204.38
GENERC	GENERAL COMMUNICATIONS INC						
252034	02/28/18	01	RADIO REPAIR-TK 290	1122005262		04/10/18	35.00
						INVOICE TOTAL:	35.00

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GENERC	GENERAL COMMUNICATIONS INC						
252035	02/28/18	01	RADIO REPAIR-TK 290	1122005262		04/10/18	35.00
						INVOICE TOTAL:	35.00
252592	03/19/18	01	RADIO CONSOLE UPGRADE	5021005800		04/10/18	9,882.00
						INVOICE TOTAL:	9,882.00
						VENDOR TOTAL:	9,952.00
GENON	GENEVA ONLINE INC						
1060909	03/01/18	01	EMAIL SVC-MAR	1112005221		04/10/18	2.00
						INVOICE TOTAL:	2.00
						VENDOR TOTAL:	2.00
GIRAF	GIRAFFE ELECTRIC						
18-216	03/08/18	01	ELEC REWIRE-1065 CAREY	1132105360		04/10/18	370.00
						INVOICE TOTAL:	370.00
						VENDOR TOTAL:	370.00
GLMUS	GENEVA LAKE MUSEUM						
RE032918	04/01/18	01	2018 PAYMENT/1 OF 2	1151105735		04/10/18	6,500.00
						INVOICE TOTAL:	6,500.00
						VENDOR TOTAL:	6,500.00
HARRI	HARRIS COMPUTER SYSTEMS						
MN00003595	03/07/18	01	2018 ANNUAL SUPPORT	1115105450		04/10/18	4,956.08
						INVOICE TOTAL:	4,956.08
						VENDOR TOTAL:	4,956.08
HENRYS	HENRY SCHEIN INC						
19033266	03/12/18	01	CREDIT-G3 UNIV CELL	5022005800		04/10/18	-68.64
						INVOICE TOTAL:	-68.64

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HENRYS HENRY SCHEIN INC							
50441243	02/14/18	01	GLOVES,PAPER,NEEDLES	1122005810		04/10/18	251.59
						INVOICE TOTAL:	251.59
50441244	02/15/18	01	BAND-AIDS	1122005810		04/10/18	28.08
						INVOICE TOTAL:	28.08
50493009	02/16/18	01	SODIUM CHLORIDE	1122005810		04/10/18	8.34
						INVOICE TOTAL:	8.34
50864864	03/08/18	01	INTUBATION KIT,PHARMACY KIT	5022005800		04/10/18	113.10
						INVOICE TOTAL:	113.10
51152650	03/07/18	01	FIRST AID BAG	5022005800		04/10/18	68.08
						INVOICE TOTAL:	68.08
						VENDOR TOTAL:	400.55
HESTA HE STARK AGENCY INC							
6089COURT-2/18	03/06/18	01	COLLECTION FEES-FEB	1112005214		04/10/18	14.82
						INVOICE TOTAL:	14.82
6089CRTPRK-2/18	03/06/18	01	COLLECTION FEES-FEB	1112005214		04/10/18	76.25
						INVOICE TOTAL:	76.25
						VENDOR TOTAL:	91.07
IAEITX INT'L ASSOC OF ELECTRICAL INSP							
RENEWAL	02/28/18	01	2018 IAEI RENEWAL-WALLING	1124005320		04/10/18	336.00
						INVOICE TOTAL:	336.00
						VENDOR TOTAL:	336.00
INITIAL INITIAL DESIGNS							
6674	02/28/18	01	BADGE EMBROIDERY	1122005138		04/10/18	57.00
						INVOICE TOTAL:	57.00
						VENDOR TOTAL:	57.00

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ITU	ITU ABSORB TECH INC						
6924449	12/28/17	01	MATS,FRAGRANCE	4055205360		04/10/18	88.06
						INVOICE TOTAL:	88.06
6972687	03/23/18	01	MATS	1116105360		04/10/18	95.93
						INVOICE TOTAL:	95.93
						VENDOR TOTAL:	183.99
JAMES	JAMES IMAGING SYSTEMS INC						
811268	03/20/18	02	TOSH ES3555C-MAR	1121005531		04/10/18	135.93
						INVOICE TOTAL:	135.93
811269	03/20/18	01	TOSH ES357-MAR	1121005531		04/10/18	44.43
						INVOICE TOTAL:	44.43
						VENDOR TOTAL:	180.36
JANIK	JANI-KING OF MILWAUKEE						
MIL04180385	03/26/18	01	CLEANING-APR	9900005360		04/10/18	1,083.00
						INVOICE TOTAL:	1,083.00
						VENDOR TOTAL:	1,083.00
JEFFE	JEFFERSON FIRE & SAFETY INC						
245836	02/28/18	01	HELMET REPAIR	5022005800		04/10/18	33.00
						INVOICE TOTAL:	33.00
246385	03/19/18	01	SUSPENDERS	5022005800		04/10/18	80.02
						INVOICE TOTAL:	80.02
						VENDOR TOTAL:	113.02
JERRY	JERRY WILLKOMM INC						
239449	03/01/18	01	1705 GALS GAS	1132105341		04/10/18	3,868.65
						INVOICE TOTAL:	3,868.65
						VENDOR TOTAL:	3,868.65

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JUNIO	JUNIOR LIBRARY GUILD						
406577	03/26/18	01	MAGAZINE SUBSCRIPT	9900005411		04/10/18	204.60
						INVOICE TOTAL:	204.60
						VENDOR TOTAL:	204.60
KUSSM	KUSSMAUL ELECTRONICS						
118696	02/26/18	01	AUTO EJECT 120V AMP	1122005351		04/10/18	313.32
						INVOICE TOTAL:	313.32
						VENDOR TOTAL:	313.32
LANGE	LANGE ENTERPRISES INC						
64932	03/14/18	01	STREET SIGN FLAG BRKTS	1134105375		04/10/18	909.45
						INVOICE TOTAL:	909.45
						VENDOR TOTAL:	909.45
LANGU	LANGUAGE LINE SERVICES						
4267286	02/28/18	01	INTERPRETER	1121005140		04/10/18	8.73
						INVOICE TOTAL:	8.73
						VENDOR TOTAL:	8.73
LARK	LARK UNIFORM OUTFITTERS INC						
262412	03/13/18	01	UNIFORM-GRITZNER	1121005138		04/10/18	124.99
						INVOICE TOTAL:	124.99
262438	03/14/18	01	UNIFORM-SOETH	1121005139		04/10/18	48.95
						INVOICE TOTAL:	48.95
262443	03/14/18	01	UNIFORM-BROWN	1121005139		04/10/18	89.95
						INVOICE TOTAL:	89.95
262446	03/14/18	01	UNIFORM-MURPHY	1121005134		04/10/18	64.95
						INVOICE TOTAL:	64.95

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LARK LARK UNIFORM OUTFITTERS INC							
262464	03/14/18	01	COLLAR BRASS,WALLET CLIP	1121005139		04/10/18	283.85
						INVOICE TOTAL:	283.85
262572	03/15/18	01	UNIFORM-WALSER	1121005138		04/10/18	84.95
						INVOICE TOTAL:	84.95
						VENDOR TOTAL:	697.64
LASERE LASER ELECTRIC SUPPLY							
1460251-00	03/15/18	01	SPLICING KIT	1134105261		04/10/18	106.58
		02	DISCOUNT	1100004819			-2.13
						INVOICE TOTAL:	104.45
						VENDOR TOTAL:	104.45
LBT LBT INC							
162706	03/05/18	01	DEPLOYMENT BAGS	5022005800		04/10/18	999.95
						INVOICE TOTAL:	999.95
						VENDOR TOTAL:	999.95
LGUTI LAKE GENEVA UTILITY							
1175 LASALLE CRT	03/28/18	01	1175 LASALLE CRT	4500002452		04/10/18	1,690.00
		02	1175 LASALLE CRT	4500002453			1,865.00
						INVOICE TOTAL:	3,555.00
1408 W MAIN ST	02/01/18	01	1408 W MAIN ST	4500002452		04/10/18	1,014.00
		02	1408 W MAIN ST	4500002453			1,119.00
						INVOICE TOTAL:	2,133.00
						VENDOR TOTAL:	5,688.00
MADIS MADISON AREA TECHNICAL COLLEGE							
CORP-000000045884	03/14/18	01	PROT SVCS TRNG-DERRICK	1121005410		04/10/18	199.00
						INVOICE TOTAL:	199.00
						VENDOR TOTAL:	199.00

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MALEK	MALEK & ASSOCIATES CONSULTANTS						
5737	03/16/18	01	SPRNKLR TEST-GOLDEN YEARS	1122005750		04/10/18	165.00
						INVOICE TOTAL:	165.00
						VENDOR TOTAL:	165.00
MARTIN	MARTIN GROUP						
1231089	03/20/18	01	KONICA 20-MAR	1121005531		04/10/18	14.55
						INVOICE TOTAL:	14.55
						VENDOR TOTAL:	14.55
MILLEN	MILLENIUM						
18-68244-1	03/15/18	01	VAULTS-ST LT SPLICES-MAIN ST	1134105261		04/10/18	628.95
						INVOICE TOTAL:	628.95
						VENDOR TOTAL:	628.95
MINNE	MINNEWAWA INC						
107962	02/22/18	01	2018 BEACH TAGS-8K	4054105352		04/10/18	779.44
						INVOICE TOTAL:	779.44
						VENDOR TOTAL:	779.44
MUELL	SUE MUELLER						
MARCH 2018	03/26/18	01	16.80 MILES-BANK	9900005211		04/10/18	9.16
						INVOICE TOTAL:	9.16
						VENDOR TOTAL:	9.16
NAPAE	ELKHORN NAPA AUTO PARTS						
110152	03/15/18	01	OIL,AIR FILTERS	1132105351		04/10/18	129.72
						INVOICE TOTAL:	129.72
110555	03/19/18	01	AIR FILTERS-GROOMER	1132105351		04/10/18	30.52
						INVOICE TOTAL:	30.52

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NAPAE ELKHORN NAPA AUTO PARTS							
110748	03/20/18	01	AIR FILTERS-GROOMER	1132105351		04/10/18	42.08
						INVOICE TOTAL:	42.08
						VENDOR TOTAL:	202.32
OBORN OBORN, BLAINE							
FEBRUARY 2018	03/02/18	01	490 MILES-WCMA 2018	1114205330		04/10/18	267.05
						INVOICE TOTAL:	267.05
						VENDOR TOTAL:	267.05
OFFIC OFFICE DEPOT							
113833303001	03/07/18	01	STORAGE BOXES	4234505310		04/10/18	22.13
						INVOICE TOTAL:	22.13
113853614001	03/26/18	01	ELECTION BINDER TABS	1114305311		04/10/18	4.29
						INVOICE TOTAL:	4.29
114624344001	03/09/18	01	PROCLAMATIONS PAPER	1111005399		04/10/18	16.49
		02	STAPLERS	1124005310			13.86
						INVOICE TOTAL:	30.35
114624491001	03/09/18	01	COUNCIL PROCLAMATIONS FRAMES	1111005399		04/10/18	379.80
						INVOICE TOTAL:	379.80
115841440001	03/14/18	01	COLORED PAPER	1114305311		04/10/18	10.19
		02	SHARPIES	4234505310			5.95
						INVOICE TOTAL:	16.14
						VENDOR TOTAL:	452.71
OFFICP OFFICE PRO INC							
0289319-001	03/13/18	01	FILE LABELS	9900005310		04/10/18	14.92
						INVOICE TOTAL:	14.92

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OFFICP OFFICE PRO INC							
0291025-001	01/24/18	01	CALCULATOR ROLLS	9900005310		04/10/18	3.06
						INVOICE TOTAL:	3.06
						VENDOR TOTAL:	17.98
PARAT PARATECH AMBULANCE SERVICE							
23789	03/13/18	01	CPR CARDS-6	1122005610		04/10/18	42.00
						INVOICE TOTAL:	42.00
23797	03/09/18	01	CPR CARDS-4	1122005610		04/10/18	54.00
						INVOICE TOTAL:	54.00
23799	03/14/18	01	AFFILIATION FEE-2018	1122005610		04/10/18	300.00
						INVOICE TOTAL:	300.00
FEB 2018	02/28/18	01	INTERCEPTS-FEB	1122005218		04/10/18	438.39
						INVOICE TOTAL:	438.39
						VENDOR TOTAL:	834.39
PARTS PARTSTREE.COM							
6674243	03/13/18	01	FILTERS,TUNE UP KIT	1132105351		04/10/18	97.15
						INVOICE TOTAL:	97.15
						VENDOR TOTAL:	97.15
PATS PATS SERVICES INC							
A-156464	03/15/18	01	PORT A POTTY SVC-FEB	4800005226		04/10/18	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00
PAUL PAUL CONWAY SHIELDS INC							
0419038-IN	03/07/18	01	SCBA COMPRESSOR TESTING	1122005820		04/10/18	432.50
						INVOICE TOTAL:	432.50
						VENDOR TOTAL:	432.50

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PETES	PETE'S TIRE ELKHORN LLC						
50246	03/20/18	01	TIRES-TRK #14	1132105250		04/10/18	627.32
						INVOICE TOTAL:	627.32
						VENDOR TOTAL:	627.32
PIGGLY	PIGGLY WIGGLY						
18OCT2017	03/21/18	01	DONUTS-ACTIVE SHOOTER TRNG	1129005331		04/10/18	37.45
						INVOICE TOTAL:	37.45
						VENDOR TOTAL:	37.45
PROVI	PROVIDENT AGENCY INC						
19420	03/13/18	01	2018 DEATH/DISAB INS	1122005134		04/10/18	24,521.00
						INVOICE TOTAL:	24,521.00
						VENDOR TOTAL:	24,521.00
QUILL	QUILL CORPORATION						
5482917	03/10/18	01	LABELER, LABELS, PENS	1121005310		04/10/18	90.66
						INVOICE TOTAL:	90.66
5482929	03/10/18	01	PAPER, PENS, NOTEBOOKS	1121005310		04/10/18	211.92
						INVOICE TOTAL:	211.92
5501242	03/10/18	01	POWER ADAPTER	1121005310		04/10/18	24.11
						INVOICE TOTAL:	24.11
						VENDOR TOTAL:	326.69
RAGNA	RAGNASOFT INC						
RSI-0003063	03/05/18	01	PLANIT-LICENSE UPGRADE	1121005305		04/10/18	205.00
						INVOICE TOTAL:	205.00
						VENDOR TOTAL:	205.00
RELIANT	RELIANT FIRE APPARATUS INC						

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RELIANT RELIANT FIRE APPARATUS INC							
I18-18940	03/05/18	01	LIGHT LENSES-E1	1122005351		04/10/18	42.02
						INVOICE TOTAL:	42.02
						VENDOR TOTAL:	42.02
RHYME RHYME BUSINESS PRODUCTS							
AR204979	02/27/18	01	M3550IDN-MAR	1112005361		04/10/18	20.00
						INVOICE TOTAL:	20.00
						VENDOR TOTAL:	20.00
RHYMEL RHYME BUSINESS PRODUCTS							
22318607	03/16/18	01	SHARP-MX3070N-MAR	9900005532		04/10/18	434.29
						INVOICE TOTAL:	434.29
						VENDOR TOTAL:	434.29
ROTE ROTE OIL COMPANY							
1803800210	02/07/18	01	349.9 GALS CLEAR DIESEL	1132105341		04/10/18	948.63
						INVOICE TOTAL:	948.63
						VENDOR TOTAL:	948.63
SCHIL SCHILLER LLC							
14096	02/28/18	01	SALT,PLOWING-FEB	9900005360		04/10/18	449.90
						INVOICE TOTAL:	449.90
						VENDOR TOTAL:	449.90
SHERW SHERWIN-WILLIAMS COMPANY							
6207-9	03/16/18	01	GARBAGE CAN PAINT	1152005352		04/10/18	46.49
						INVOICE TOTAL:	46.49
6291-2	03/26/18	01	GARBAGE CAN PAINT	1152005352		04/10/18	42.75
						INVOICE TOTAL:	42.75
						VENDOR TOTAL:	89.24

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

SHI	SHI COMPUTERS						
B07829342	02/26/18	01	TOUGHBOOK-CHNGOVER #205	5021005800		04/10/18	2,692.96
						INVOICE TOTAL:	2,692.96
B07871529	03/05/18	01	FRT DESK COMPUTER	1115105450		04/10/18	240.96
						INVOICE TOTAL:	240.96
						VENDOR TOTAL:	2,933.92
SHRED	SHRED-IT						
8124420344	03/22/18	01	SHREDDING SVC-MAR	1116105360		04/10/18	15.00
						INVOICE TOTAL:	15.00
						VENDOR TOTAL:	15.00
SIGNA	SIGNATURE SIGNS LLC						
5196	03/13/18	01	KIOSK DECALS	4234505250		04/10/18	136.00
						INVOICE TOTAL:	136.00
						VENDOR TOTAL:	136.00
SOMAR	SOMAR TEK LLC/SOMAR ENTERPRISE						
100841	03/02/18	01	PEPPER SPRAY	1121005139		04/10/18	126.92
						INVOICE TOTAL:	126.92
100851	03/07/18	01	UNIFORM-NELSON	1121005138		04/10/18	212.84
						INVOICE TOTAL:	212.84
100852	03/07/18	01	UNIFORM-HANSEN	1121005138		04/10/18	23.98
						INVOICE TOTAL:	23.98
100860	03/12/18	01	UNIFORM-TIETZ	1121005138		04/10/18	101.63
						INVOICE TOTAL:	101.63
100861	03/12/18	01	UNIFORM-BOULAND	1121005138		04/10/18	82.23
						INVOICE TOTAL:	82.23

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

SOMAR	SOMAR TEK LLC/SOMAR ENTERPRISE						
100864	03/16/18	01	UNIFORM-GRITZNER	1121005138		04/10/18	88.98
						INVOICE TOTAL:	88.98
						VENDOR TOTAL:	636.58
STANG	KAY STANG						
FEB 2018	02/28/18	01	22.2 MILES-ELKHORN LIBRARY	9900005332		04/10/18	12.10
						INVOICE TOTAL:	12.10
						VENDOR TOTAL:	12.10
STREI	STREICHERS						
I1304707	03/07/18	01	UNIFORM-HANSEN	1121005138		04/10/18	50.98
						INVOICE TOTAL:	50.98
						VENDOR TOTAL:	50.98
T0001637	JANIE ANN MONTEMAYOR						
REFUND	03/06/18	01	REFUND #CN80FXHJP2	1112004510		04/10/18	124.00
						INVOICE TOTAL:	124.00
						VENDOR TOTAL:	124.00
T0001638	DELAVAN HIGH SCHOOL						
REFUND	03/26/18	01	DELAVAN HS-SEC DEP 03/24/18	4055102353		04/10/18	1,000.00
		02	DELAVAN HS-SETUP,SECGRD 03/24	4055104674			-597.50
						INVOICE TOTAL:	402.50
						VENDOR TOTAL:	402.50
T2SYS	T2 SYSTEMS CANADA						
INVSTD0000032155	02/28/18	01	IRIS FEES-FEB	4234505450		04/10/18	2,544.00
						INVOICE TOTAL:	2,544.00
INVSTD0000032156	02/28/18	01	IRIS FEES-MAR	4234505450		04/10/18	2,544.00
						INVOICE TOTAL:	2,544.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

T2SYS	T2 SYSTEMS CANADA						
INVSTD0000032544	03/21/18	01	IRIS FEES-APR	4234505450		04/10/18	2,544.00
						INVOICE TOTAL:	2,544.00
						VENDOR TOTAL:	7,632.00
TIME	TIME WARNER CABLE						
710897601031418	03/14/18	01	INTERNET SVC-MAR	1121005221		04/10/18	213.19
						INVOICE TOTAL:	213.19
						VENDOR TOTAL:	213.19
TIMS	TIM'S TAP LINE CLEANING INC						
16237	03/21/18	01	SANITIZE TAP LINE	4055205360		04/10/18	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
TRANS	TRANS UNION LLC						
02819626	02/27/18	01	BACKGROUND CHECKS	1121005411		04/10/18	250.08
						INVOICE TOTAL:	250.08
						VENDOR TOTAL:	250.08
TROM	TROMCOM						
23092	03/07/18	01	CHANGEOVER-#222	5021005800		04/10/18	2,750.00
						INVOICE TOTAL:	2,750.00
						VENDOR TOTAL:	2,750.00
UNIQ	UNIQUE MANAGEMENT SERVICES INC						
459613	03/26/18	01	COLLECTION FEES-FEB	9900005510		04/10/18	26.85
						INVOICE TOTAL:	26.85
						VENDOR TOTAL:	26.85
UNITE	UNITED LABORATORIES						

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UNITE	UNITED LABORATORIES						
INV217913	03/16/18	01	CLEANERS,WIPES,DEODORIZERS	1152005350		04/10/18	2,881.68
						INVOICE TOTAL:	2,881.68
						VENDOR TOTAL:	2,881.68
USCELL	US CELLULAR						
RE032918	03/12/18	01	HARBORMASTER CELL-MAR	4055105221		04/10/18	18.90
		02	MAYOR'S CELL-MAR	1116105221			18.90
		03	BLDG INSP CELL-MAR	1124005262			18.90
		05	CITY ADMIN CELL-MAR	1116105221			41.98
		07	BEACH CELL-MAR	4054105221			18.90
		08	PARKING MTR 1 CELL-MAR	4234505221			18.90
		09	PARKING MTR 2 CELL-MAR	4234505221			18.90
		10	CITY HALL CELL-MAR	1116105221			17.69
		12	PARKING SUPERVISOR-MAR	4234505221			17.19
		13	CEMETERY CELL-MAR	4800005221			18.90
		14	ST DIRECTOR CELL-MAR	1132105221			23.90
		15	ST FOREMAN CELL-MAR	1132105221			98.23
		16	PARKING MGR CELL-MAR	4234505221			10.50
		17	CITY CLERK CELL-MAR	1116105221			107.97
						INVOICE TOTAL:	449.76
						VENDOR TOTAL:	449.76
VANDE	VANDEWALLE & ASSOCIATES INC						
201803024	03/20/18	01	PLANNING-MAR	1169305212		04/10/18	4,512.10
		02	PLANNING-MAR	1100001391			2,448.75
						INVOICE TOTAL:	6,960.85
						VENDOR TOTAL:	6,960.85
VENTU	VENTURE INVESTMENT PARTNERSHIP						
REFUND OVERPMT	03/13/18	01	INV #12610 OVERPD \$50	1122004623		04/10/18	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

WALCOP WALWORTH COUNTY PUBLIC WORKS							
216	03/13/18	01	BRINE-FEB	1132125340		04/10/18	111.89
						INVOICE TOTAL:	111.89
218	03/13/18	01	SALT-FEB	1132125340		04/10/18	23,706.42
						INVOICE TOTAL:	23,706.42
						VENDOR TOTAL:	23,818.31
WALLI FRED WALLING							
MARCH 2018	03/26/18	01	BLDG INSP CLASS-405 MI	1124005330		04/10/18	220.75
		02	BLDG INSP CLASS-MEALS	1124005331			77.75
						INVOICE TOTAL:	298.50
						VENDOR TOTAL:	298.50
WALMA WALMART COMMUNITY							
6368-3/18	03/16/18	01	HAND SOAP	1122005340		04/10/18	74.80
						INVOICE TOTAL:	74.80
						VENDOR TOTAL:	74.80
WCPA WI CHIEFS OF POLICE ASOC							
EXAMS-01/18	03/02/18	01	PD EXAMS-NEW HIRES	1121005411		04/10/18	213.50
						INVOICE TOTAL:	213.50
						VENDOR TOTAL:	213.50
						TOTAL ALL INVOICES:	145,511.73

March 29, 2018

Ms. Lana Kropf
City Hall
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

RE: Notice of Circumstances of White River Holdings LLC's Claims

Dear Ms. Kropf:

White River Holdings LLC ("White River"), located at 11 E Madison St. Ste. L-100 Chicago, Illinois 60602, owns the Hillmoor Tract (approximately 200 acres) located in Lake Geneva, Wisconsin. In 2017, White River prepared an application and amendment to the future land use map of the Comprehensive Plan for Lake Geneva (the "White River Application and Future Land Use Amendment") which met the requirements of Lake Geneva's comprehensive development plan ("LG Comprehensive Plan"). The White River Application and Future Land Use Amendment met no objection or resistance from the various committees and individuals required to review it, highlighted by the first reading unanimous City Council vote to approve the application. However, after community pressure from a vocal minority group to deny the application and turn the Hillmoor Tract into a public park, the White River Application and Future Land Use Amendment was rejected by the City Council at the second reading.

The Lake Geneva City Council's rejection of the White River Application and Future Land Use Amendment, and therefore leaving the zoning of the Hillmoor Tract as "Rural Holding", is actionable under federal and Wisconsin state law. By insisting the Hillmoor Tract be used as a public park, Lake Geneva has inversely condemned the Hillmoor Tract and White River is owed compensation for this taking under the 5th Amendment to the United States Constitution and under Wisconsin Stat. § 32.10 and Article I § 1 of the Wisconsin Constitution. Additionally, the current zoning of the Hillmoor Tract as "Rural Holding" is unconstitutional under the 14th Amendment of the United States Constitution and under Article 1 §1 of the Wisconsin Constitution because the only permitted uses are not economically viable. Finally, Lake Geneva's actions violate White River's right to the equal protection of the laws under the 14th Amendment to the United States Constitution and under the Wisconsin Constitution.

Additionally, over the years, the City of Lake Geneva has encroached on the Hillmoor Tract in a number of ways including, but not limited to, building roads, locating utilities, erecting

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various fences and structures, and engaging in other trespasses. White River seeks to recover for these individual takings by the City of Lake Geneva as well.

White River seeks relief in the amount of Fifty-Five Million Six Hundred Forty-Five Thousand (\$55,645,000.00) Dollars.

Very truly yours,

SmithAmundsen LLC

By: 

Brad Goss