



REGULAR CITY COUNCIL MEETING

MONDAY, MAY 14, 2018 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

Members:

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

AGENDA

1. Mayor Hartz calls the meeting to order
2. Pledge of Allegiance – Alderperson Proksa
3. Roll Call
4. Awards, Presentations, and Proclamations
 - a. Proclamation of Emergency Medical Services Week
 - b. Proclamation of American Legion Auxiliary Poppy Month
 - c. Presentation of Poppy to Mayor Hartz by American Legion Auxiliary
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 April 23, 2018 and May 7, 2018, as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, License and Regulation on May 8, 2018*
Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. 2018-2019 Operator (Bartender) License applications filed by various applicants listed in packet
 - b. Temporary Class “B”/ “Class B” Retailer’s License Application made by Lake Geneva Fresh Air Association (Holiday Home Camp) for the event of Girls Night Out to be held on June 15, 2018 at 214 Broad St, Lake Geneva, WI
 - c. Temporary Operator License Application made by Karin Bennett to be used at the event Girls Night Out to be held on June 15, 2018 at 214 Broad St, Lake Geneva, WI
 - d. Street Use Permit Application made by the American Lung Association for the event of Fight for Air Ride to be held June 9, 2018

- e. Park Reservation Permit Application made by the SC Walworth Soccer Club for the event of SCW Walworth Tryouts to be held on June 11, 2018 and June 18, 2018 at the two soccer fields on the north side of Veterans Park (*YMCA representatives confirmed the availability of fields for the two dates*)
 - f. Initial Sidewalk Café Permit with Alcohol Application and Alcohol License Premises Extension Application made by Linda Chirouis on behalf of Hogs & Kisses to be used at 149 Broad St, Lake Geneva, WI
 - g. Initial Sidewalk Café Permit with Alcohol Application and Alcohol License Premises Extension Application made by Dana Trilla on behalf of Flat Iron Tap to be used at 150 Center St, Lake Geneva, WI
 - h. Beach Reservation Permit Application made by Ice Castles LLC for the period of October 2018 through April 2019 (Open to the Public December 2018 through February 2019) to display an Ice Castle at Riviera Beach or Seminary Park (*Piers, Harbors, and Lakefronts approved the use of Riviera Beach for the display on April 18, 2018 and Park Board Commissioners approved the use of Seminary Park for the display on April 25, 2018; \$20,000 for fees and cost of staff time to be paid by the Tourism Commission; Finance, License, and Regulation Committee approved upon favorable review by the City Attorney*)
 - i. Park Reservation Permit Application made by Buffalo Grove High School for the event of a Cheerleading Camp to be held June 13, 2018 through June 15, 2018 in Flat Iron Park (*Park Board Commission recommended approval at April 25, 2018 meeting*)
 - j. Park Reservation Permit Application made by Kevin Hoff for the event of Hoff Wedding Party Picnic to be held on July 4, 2018 from 10am through 10pm at the Sam Donian Wetland Park (*Park Board Commission recommended approval at April 25, 2018 meeting*)
10. Item(s) removed from the Consent Agenda
11. Items for Reconsideration (*Action taken at the April 23, 2018 Common Council Meeting. Motion by Skates to reconsider agreement between MSI General and the City of Lake Geneva for the architectural contract and engineering contract, second by Flower. Motion carried 8-0.*)
- a. Discussion/Action of approval of Agreement between Owner (City of Lake Geneva) and Architect (MSI General) for Riviera Improvement Project
 - b. Discussion/Action of approval of Agreement between Owner (City of Lake Geneva) and Construction Manager as Constructor (MSI General) for Riviera Improvement Project
12. **First Reading of Ordinance 18-3; An Ordinance Amending Chapter 98; Zoning ordinance of the City of Lake Geneva Zoning Ordinance to clarify the regulation of Tourist Rooming/Short-Term Rentals**
13. **Finance, License, and Regulation Committee Recommendations of May 8, 2018- Ald. Howell**
- a. Fireworks Permit Application made by Spielbauer Fireworks Co for an event in conjunction with the Riviera Ballroom to be held on May 19, 2018 at 9pm; fireworks display to be launched from a boat within the Geneva Lake (*Application currently under review by Police Chief Rasmussen, Fire Chief Peters, Fire Captain Detkowski, and the GLEA; license approval contingent upon favorable review from all staff and agencies; Finance, License, and Regulation Committee did not make a recommendation on this item*)
 - b. Discussion/Recommendation City of Lake Geneva Employee Handbook change in Section 603 for Overtime pay for Full-Time Public Works Employees when working on Saturdays and Sundays (*Requested by Public Works Committee and Utilities Commission*)- page 46 of Employee Handbook
 - c. Discussion/Recommendation of **Resolution 18-R35** Designating Insurance Proceeds on damaged Veterans Park Playground Equipment to fund 11 00-00-3441, Designated Fund Balance-Parks, in the amount of \$15,471.00

- d. Discussion/Recommendation of **Resolution 18-R36** a resolution to write off delinquent personal property taxes deemed uncollectable from the years 2011 through 2015 in the amount of \$2,783.52
- e. Discussion/Recommendation on Glen Fern Construction Payment Request No. 3 for \$53,773.67 for Visitors Center Project from Capital Projects

14. Mayoral Appointments

- a. Appointment of Peggy Schneider to the Board of Park Commissioners with a term to expire May 1, 2021

15. Presentation of Accounts – Ald. Howell (Recommended by Finance, License and Regulation Committee on May 8, 2018)

- a. Purchase Orders (none)
- b. Prepaid Bills in the amount of \$29,415.06
- c. Regular Bills in the amount of \$285,344.90

16. Adjournment

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

5/11/2018 2:00 PM

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

CITY OF LAKE GENEVA

Proclamation

WHEREAS, emergency medical services are a vital public service to the people and community of Lake Geneva; and

WHEREAS, access to quality emergency care significantly improves the survival and recovery rate of those who experience sudden illness or serious injury; and

WHEREAS, the City of Lake Geneva strives to continually improve its emergency medical and trauma care systems to ensure that all citizens receive the highest standards of emergency medical care; and

WHEREAS, emergency care personnel, including skilled dispatchers, first responders, emergency medical technicians, paramedics, nurses, and physicians, whether volunteers or paid personnel, complete thousands of hours of specialized training and education to enhance their lifesaving skills; and

WHEREAS, members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours-a-day, seven-days-a-week; and

WHEREAS, the citizens of Lake Geneva benefit daily from the knowledge and skills of this highly trained individuals and their unselfish dedication to the City's residents and visitors;

NOW THEREFORE, I, Tom Hartz, Mayor of the City of Lake Geneva do hereby proclaim the week of May 20, 2018 through May 26, 2018 as

EMERGENCY MEDICAL SERVICES WEEK

For the city of Lake Geneva and I commend this observance to all of our citizens.

In testimony whereof, I have hereunto set my hand and cause the Great Seal of the City of Lake Geneva to be affixed, on this 14th day of May 2018.

Tom Hartz, Mayor

CITY OF LAKE GENEVA

Proclamation

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

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

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

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

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

NOW, THEREFORE, I, Tom Hartz, Mayor of the City of Lake Geneva, Walworth County, State of Wisconsin, do hereby proclaim the month of May 2018 as

AMERICAN LEGION AUXILIARY POPPY MONTH

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

In Witness Whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Lake Geneva, Walworth County, State of Wisconsin, this 14th day of May, 2018.

Proclaimed and adopted this 14th Day of May, 2018

Tom Hartz, Mayor

ATTEST:

Lana Kropf, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES

MONDAY, APRIL 23, 2018 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

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

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

City Administrator Oborn led the Council in the Pledge of Allegiance.

Roll Call:

Present: Hartz, Proksa, Skates, Dunn, Flower, Straube, Halverson, Hedlund, and Howell.

Absent: None

Guests: City Administrator Oborn, City Attorney Draper, City Clerk Kropf, and Building/Zoning Administrator Walling

Awards, Presentations, and Proclamations

None

Re-consider business from previous meeting

Motion by Skates to reconsider agreement between MSI General and the City of Lake Geneva for the architectural contract and engineering contract, second by Flower. Motion carried 8-0.

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

Andy Dammeir; 908 Wells St; Spoke in favor of the CSM for Core Commercial being approved by the Common Council.
Sandy Golden; 777 E Wisconsin Ave, Milwaukee; Spoke in regards to the CSM for Core Commercial and its design.
Sean Payne; 127 Summer St, Genoa City; Spoke in opposition of the Core development in relation to the Dark Store Theory.

Roger Wolf; 751 Geneva Parkway Blvd; Spoke in favor of the CSM for Core Commercial being approved by the Common Council.

Rich Torhorst; Spoke in favor of the CSM for Serendipity and Sunsets LLC being approved by the Common Council.

Acknowledgement of Correspondence

Clerk Kropf noted that two items of correspondence were received, regarding to the Core Commercial CSM application and the closed session item relating to the property sale.

Approve Regular City Council Meeting minutes of April 9, 2018 and April 17, 2018 as prepared and distributed

Motion by Skates to approve second by Straube. Motion carried 8-0.

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

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

Motion by Howell to remove the Temporary Class “B”/ “Class B” Retailer’s License Application (Beer Only) made by the Geneva Lake Arts Foundation for the event of Lake Geneva Arts Festival to be held on May 5, 2018 at 223 Broad Street from the consent agenda, second by Proksa. Motion carried 8-0.

2018-2019 Operator (Bartender) License applications filed by Zachary Belanus, Michael Fryar, Kelly Hagren, Robert Peters, Rachael Englehardt, Annette Rude, Johnathon Steltenpohl, David Stinebrink, Timothy Stinebrink, Edward Vogt, Nicholas Grimme, and Cynthia Wisniewski

Street Banner Permit Application made by VISIT Lake Geneva for the event of Restaurant Week; Banners to be displayed May 1, 2018 through June 11, 2018 (*City Administrator to approve banner display; Applicant is requesting waiver of all fees; FLR recommended approval with payment of \$10 per pole used, totaling \$110 for the display*)

Event Permit Application made by the American Legion Auxiliary for the event of Fourth of July Children's Public Parade to be held on July 4, 2018; Parade route starting at Eastview School and ending at American Legion Post (*Applicant is requesting waiver of all fees; FLR approved with the payment of the \$25 application fee*)

Temporary Class "B"/ "Class B" Retailer's License Application (Beer Only) made by the Geneva Lake Arts Foundation for the event of Lake Geneva Arts Festival to be held on May 5, 2018 at 223 Broad Street

Event Permit Application made by Cindy Forster Fueredi for the event of Maple Park Homeowners Block Party to be held June 30, 2018 at 1005- 1010 Geneva St

Parking Stall Bag request filed by Lake Geneva Farmers Market to use 13 stalls on the west side of Broad Street on Thursdays from May 3, 2018 to October 25, 2018 (24 days) from 7:00am to 2:00pm with waiver of all parking stall bag fees

Item(s) removed from the Consent Agenda

Howell noted that the applicant rescinded the license request. No action taken.

Second 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*)
Motion by Skates to approve, second by Hedlund. No discussion. Motion carried 8-0.

Finance, License, and Regulation Committee Recommendations of April 17, 2018 - Ald. Howell

Discussion/Action of Collection Agency Agreement between the Stark Collection Agency and the City of Lake Geneva
Motion by Howell to approve the Collection Agency Agreement between the Stark Collection Agency and the City of Lake Geneva, second by Hedlund. City Administrator noted that this is house keeping item. Motion carried 8-0.

Discussion/Action of Pay Request No. 3 for \$3,150.00 for the City of Lake Geneva White River disc golf course pedestrian bridge replacement project

Motion by Howell to approve Pay Request No.3 for \$3,150.00 for the City of Lake Geneva White River disc golf course pedestrian bridge replacement project, second by Skates. No discussion. Motion carried 8-0.

Discussion/Action on Glen Fern Construction Payment Request No. 2 for \$77,854.65 for Visitors Center Project from Capital Projects

Motion by Howell to approve the Glen Fern Construction Payment Request No.2 for \$77,854.65 for Visitors Center Project from Capital Projects, second by Halverson. No discussion. Motion carried 8-0.

Discussion/Action on Glen Fern Construction Change Order Request No. 6 for \$1,466.30 for Flat Iron Park and Visitors Center Project from Capital Projects

Motion by Howell to approve the Glen Fern Construction Change Order Request No.6 for \$1,466.30 for Flat Iron Park and Visitors Center Project from Capital Projects, second by Hedlund. Hedlund noted that this change is due to moving the meter boxes. Motion carried 8-0.

Discussion/Action of **Resolution 18-R31** Updating the Fee Schedule for the Fire Department

Motion by Howell to approve Resolution 18-R31 updating the fee schedule for the Fire Department, second by Hedlund. Howell noted that this is necessary due to the Fire Department having paramedic capabilities. Motion carried 8-0.

Planning Commission Recommendations of April 16, 2018- Ald. Skates

Discussion/Action of a Certified Survey Map (CSM) for a Land Division for Kim Pischke of Core Commercial Inc. on the property located at 751 Geneva Parkway, to create three Lots, respectively with 1) Required easements and limiting access to the existing office building parking lot (using the southern line of the driveway coming from the east shown on the current site plan drawing C-2 as a cut-off point) and 2) easement agreement correction designating water line as public Tax Key Nos. ZGBC00001, ZGBC00001A, ZGBC00002 (Staff recommends correcting boundaries for the access closure and to maintain minimum lot sizes)

Motion by Skates to deny the CSM for a Land Division for Kim Pischke of Core Commercial Inc. on the property located at 751 Geneva Parkway, to create three Lots, respectively with 1) Required easements and limiting access to the existing office building parking lot (using the southern line of the driveway coming from the east shown on the current site plan drawing C-2 as a cut-off point) and 2) easement agreement correction designating water line as public Tax Key Nos. ZGBC00001, ZGBC00001A, ZGBC00002 as presented and to refer this item back to the Plan Commission for further discussion, second by Straube. Skates noted that this issue is coming as the lot line designation has not been clearly defined. Motion carried 8-0.

Discussion/Action of a Certified Survey Map (CSM) for Serendipity and Sunsets LLC, PO Box 649, Cary, IL 60013, c/o R.W. Torhorst to make a lot line adjustment for the property located at 962 Mariane Terrace and include all staff recommendations and fact finding including survey notes for utilities and acknowledging the existence of a possible easement. Tax Key No. ZSY00016.

Motion by Skates to approve, second by Flower. Attorney Draper noted that there needs to be a note on the plat stating that there is an easement on this property. Motion carried 8-0.

Discussion/Action on **Resolution 18-R26**, a Conditional Use Permit filed by Serendipity and Sunsets LLC, PO Box 649, Cary, IL, 60013, c/o R.W. Torhorst, for the demolition and new construction of a single family residence located at 962 Mariane Terrace including all staff recommendations and fact findings in the affirmative. Property is located within the Estate Residential – 1 (ER-1) zoning district and applicant requests to utilize the Single Family-4 (SR-4) zoning. Tax Key No. ZSY00016.

Motion by Skates to approve, second by Halverson. Skates noted that once the easement was approved then this could be considered. This would allow an existing structure to be razed and new building to be built. Motion carried 8-0.

Discussion/Action to amend the existing Precise Implementation Plan filed by Geneva Theater, 244 Broad Street, Lake Geneva, WI, 53147, to allow for the installation of an exterior walkup concessions and ticket sales, hanging sign, & an affixed wall sign located in the Central Business (CB) zoning district. Tax Key No. ZOP00246, ZOP000247, & ZOP000248.

Motion by Skates to approve, second by Hedlund. Skates noted that the plan did include a sandwich board in the sidewalk, but that won't be approved as it is not allowable in the downtown district. Motion carried 8-0.

Discussion/Action on **Resolution 18-R32**, a Conditional Use Permit filed by Austin Pier Services Inc., applicant Darrell Frederick, for the owner Peggy Roth Trust 837 Bayview Drive located in the Estate Residential (ER-1) zoning, Lake Geneva, WI 53147, to construct a new Pier for George & Peggy Roth located at 837 Bayview Drive including all staff recommendations and fact findings in the affirmative. Tax Key No. ZGR00007.

Motion by Skates to approve contingent on DNR approval, second by Flower. No discussion. Motion carried 8-0.

Discussion/Action on **Resolution 18-R33**, a Conditional Use Permit amending an existing site plan for the Farmers Market for the Horticultural Hall located at 330 Broad Street, applicant Sean Payne, 127 Summer Street, Genoa City, WI 53128. The proposed site plan to include the use of the public alley located in the Central Business (CB) zoning from April through October every Thursday and allow for the sales of homemade, home grown products: cheese vegetables, bread, fruit, flowers, hummus, oils, crepes, empanadas, sauces, desserts, popcorn, seafood, coffee, and crafts, including all staff recommendations and fact findings in the affirmative. Tax Key No. ZOP000163.

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

Discussion/Action of a Zoning Map Amendment for the property located at 100 North Edward Blvd. for TC Productions LLC. The request is to change the current zoning from Planned Development (PD) to Planned Business (PB). Tax Key No. ZA196100004.

Motion by Skates to approve, second by Hedlund. Skates noted that his request was approved at the Plan Commission. Building and Zoning Administrator Walling noted that the zoning change was necessary for the indoor entertainment aspect of the business. Motion carried 8-0.

Discussion/Action on **Resolution 18-R34**, a Conditional Use Permit by TC Productions LLC for the property located at 100 North Edwards Blvd., to construct a new commercial building to be used as a Commercial Indoor Entertainment (Magic Theater) land use classification section 98-206(4)(h), including all staff recommendations and fact findings in the affirmative. Tax Key No. ZA196100004.

Motion by Skates to approve, second by Howell. Flower and Straube noted that they are happy to see the theater expanding, but disappointed to see it leaving the downtown. Flower expressed concerns with that area and would like the Conditional Use to be attached to the owner, not the property. So that if the theater would be no longer then a new applicant would have to apply for the new conditional use permit.

Motion by Flower to amend the motion to approve as a limited Conditional Use, second by Hedlund. No discussion. Amendment to the motion carried 8-0. Original motion was reread as amended. Motion carried 8-0.

Discussion/Action of a proposed Ordinance Regulating Tourist Rooming Houses / Residential Short Term Rentals.

Motion by Skates to direct the City Attorney to draft an ordinance regulating tourist rooming houses and residential short term rentals for a first reading, second by Flower. No discussion. Motion carried 8-0.

Discussion/Action of **Resolution 18-R35** confirming the Mayor's Citizens Appointments to the Committees and Commissions of the City of Lake Geneva

Motion by Skates to approve, second by Proksa. Mayor Hartz read the appointments aloud. No discussion. Motion carried 8-0.

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

Purchase Orders

None

Prepaid Bills in the amount of \$15,714.57

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

Regular Bills in the amount of \$280,259.07

Motion by Howell to approve, second by Halverson. 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) Room Tax Voluntary Collection Agreement with AIRBNB, INC and 2) City property located at North Edwards Blvd near Highway 50 Tax Key No. ZRED0001

Motion by Hedlund to convene the Common Council into Closed Session, second by Flower. Motion carried 7-1, with Skates voting no. The Council convened into Closed Session at 7:19 p.m.

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

Motion by Hedlund to reconvene the Council into Open Session, second by Flower. Motion carried 8-0 on a roll call vote.

No action was taken on the Room Tax Voluntary Collection Agreement with AIRBNB, INC.

Motion by Howell to direct staff to explore if the property in question is viable for sale, second by Hedlund. Motion tied 4-4, with Proksa, Flower, Straube, and Halverson voting no. Mayor Hartz voted no to break the tie. Motion failed 4-5.

Adjournment

Motion by Skates to adjourn the meeting of the Common Council, second by Flower. Motion carried 7-1, with Howell voting no. The April 23, 2018 meeting of the Common Council adjourned at 7:51 p.m.

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE COMMON COUNCIL

**SPECIAL CITY COUNCIL MEETING
MONDAY, MAY 7, 2018 – 5:00 PM
COUNCIL CHAMBERS, CITY HALL**

Mayor Hartz called the meeting to order at 5:16 p.m.

Roll Call:

Clerk Kropf called the roll and noted that Proksa, Hedlund, Halverson, Howell, Straube, and Flower were present with Skates and Dunn being absent and excused.

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

None.

Discussion/Action on Stop Loss Insurance for the City Self-Insured Employee Health Benefit Plan

City Administrator Oborn addressed the Council regarding the City's Self-Insured Employee Health Benefit Plan. Currently the City's insurance company will not lock in the rate for the City. He reviewed the alternates that of the health insurance from within the packet. He encouraged the Council to choose alternate one in the packet. He also noted on this that with these premiums in mind the new COBRA rates will be recalculated for July 1, 2018. He added that even though the premium on this plan is higher, the rate for the laser exposure is better for the City. He added that this plan is for one year but the City would use this for only six months as the City is planning to merge into the state health plan.

Motion by Heldund to approve Alternate #1 with Sisco with a total premium of \$685,755 with a total of \$110,00 in laser exposure, second by Howell.

Flower asked if the City has had higher exposure in the past and the amount of \$110,000 would be advantageous to the City. Mayor Hartz asked in the employee share of the premium was going to change. City Administrator Oborn explained that was a non-issue at this time. He noted that the Personnel Committee would be discussing that at their next meeting. Motion carried 6-0.

Adjournment

Motion by Howell to adjourn the meeting, second by Flower. Motion carried 6-0. The meeting of the Common Council adjourned at 5:40 p.m.

THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE COMMON COUNCIL

List of Operator Licenses for the term 2018-2019

Christine Andersen, Demetrius Argiropoulos, Wendy Brewington, Tracy Cantu, Katianne Carballo, Richard Carls, Christopher Cline, Christopher Dopke, Andrew Fritz, James Georgalas, Dawn Hancock, Beth Jergensen, Rayben Juchems, Kimberly Kasten, Lowell Kendall, Daniel Kuhl, Billie Lehr, Laura Lopresto, Melissa Loranger, Shelia Miller, Adam Misiko, Dawn Monroe, Barbara Morris, Samantha Neitzel, Darlene Norton, Jennifer Odegaard, Barbara Plaza, Daniel Schroeder, Calley Sharkus, Samantha Smith, Brandon Stevens, Shane Tisa, Dana Trilla, Deiona Villiard, Christopher Whaples, David Wingate, Jean Zwijacz, Samuel Fisher, Rolon Forestier, Laurel Harris-Young, Carrie Hill, Kevin Kazimier, John Kobernick, Henri Lorenzi, Tina Nix, Anthony Silvestri

**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: Lake Geneva Fresh Air Assoc.

Name of Event: Kibkoff Girls Night Out

Date of Event: June 15th

Time of Event: 4:00 pm (Beginning) 9:00 pm (Ending)

Event Contact Person: Karin Bennett

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: <u>April 23, 2018</u>	Receipt No: <u>C180423-33</u>
Total Amount: <u>\$10-</u>	
Forwarded to Police Chief: <u>April 23, 2018</u>	
Recommendation: <u>[Signature]</u>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: <u>yes - [Signature]</u>	
FLR Approval: _____	License Issued: _____
Council Approval: _____	License Number: _____
MAILTO: _____	License Expires: _____
Organization: _____	

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: 4/13/18

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 6/15/18 and ending 6/15/18 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

Veteran's Organization Fair Association

(a) Name Lake Geneva Fresh Air Association aka: Holiday Home Camp

(b) Address po 10 williams bay, wisconsin, 53191

(Street)

Town Village City

(c) Date organized 1887

(d) If corporation, give date of incorporation 1887

(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 Molly Keller

Vice President Bill Heron

Secretary Liz Ring

Treasurer Andy Sterkowitz

(g) Name and address of manager or person in charge of affair: Bradley Cripe

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 214 Broad Street, LAKE GENEVA, WI 53147

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? ALL

(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 Girls Night Out

(b) Dates of event JUNE 15th 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.

Lake Geneva Fresh Air Association aka: Holiday Home Camp
(Name of Organization)

Officer _____
(Signature/date)

Officer [Signature] 4-12-2018
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk April 23, 2018

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**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: Lake Geneva Fresh Air Assoc.
Name of Event: RibKoff Girls Night Out
Date of Event: June 15th
Time of Event: 4:00 pm (Beginning) 9:00 pm (Ending)
Event Contact Person: Karin Bennett
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: <u>April 23, 2018</u>		Receipt No: <u>C180423-33</u>	
Total Amount: <u>\$10-</u>			
Forwarded to Police Chief: <u>April 23, 2018</u>			
Recommendation: <u>[Signature]</u>		<u>Approved</u>	Denied
Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: <u>yes - Rick</u>			
FLR Approval: _____		License Issued: _____	
Council Approval: _____		License Number: _____	
MAILTO: _____	Organization _____	License Expires: _____	

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: 4/13/18

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 6/15/18 and ending 6/15/18 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

Veteran's Organization Fair Association

(a) Name Lake Geneva Fresh Air Association aka: Holiday Home Camp

(b) Address po 10 williams bay, wisconsin, 53191

(Street)

Town Village City

(c) Date organized 1887

(d) If corporation, give date of incorporation 1887

(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 Molly Keller

Vice President Bill Heron

Secretary Liz Ring

Treasurer Andy Sterkowitz

(g) Name and address of manager or person in charge of affair: Bradley Cripe

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 214 Broad Street, LAKE GENEVA, WI 53147

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? ALL

(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 Girls Night Out

(b) Dates of event JUNE 15th 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.

Lake Geneva Fresh Air Association aka: Holiday Home Camp
(Name of Organization)

Officer _____
(Signature/date)

Officer [Signature] 4-12-2018
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk April 23, 2018

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

DELINQUENT PROPERTY TAXES
Proposed Writeoffs

	<u>YEAR</u>	<u>ORIGINAL</u>	<u>Adjustments/</u>		<u>BALANCE</u>	<u>CHARGEBACK</u>	<u>CHARGEBACK</u>	<u>CHARGEBACK</u>	<u>CHARGEBACK</u>	<u>CHARGEBACK</u>	<u>TOTAL</u>
		<u>BALANCE</u>	<u>Chargebacks</u>	<u>WRITEOFFS</u>	<u>12/31/2018</u>	<u>CO</u>	<u>Gateway</u>	<u>UHS</u>	<u>Jt. 1</u>	<u>State</u>	<u>CHARGEBACK</u>
Niko LLC	2011	650.44	(498.13)	(152.31)	-	126.60	43.52	84.27	238.59	5.15	498.13
Greenberg-Begun Mgmt LLC	2012	121.50	(94.18)	(27.32)	-	22.51	7.86	16.43	46.53	0.85	94.18
J'Marc Graphics	2012	102.05	(79.10)	(22.95)	-	18.90	6.60	13.80	39.08	0.72	79.10
Kettle Moraine Manufactured Housing Inc.	2012	242.99	(188.35)	(54.64)	-	45.01	15.71	32.87	93.05	1.71	188.35
Lake Geneva Auto Detail	2012	92.34	(71.58)	(20.76)	-	17.10	5.97	12.49	35.37	0.65	71.58
Places II Travel	2012	92.34	(71.58)	(20.76)	-	17.10	5.97	12.49	35.37	0.65	71.58
Roycetera	2012	70.47	(54.62)	(15.85)	-	13.05	4.56	9.52	26.99	0.50	54.62
Choppers Custom Leather	2013	222.11	(169.87)	(52.24)	-	40.42	14.33	40.84	72.79	1.49	169.87
Dale Heating & AC	2013	451.31	(345.16)	(106.15)	-	82.14	29.11	82.97	147.92	3.02	345.16
Delish Corporation	2013	552.92	(422.88)	(130.04)	-	100.64	35.67	101.64	181.23	3.70	422.88
Meinel Electrical Contracting	2013	111.07	(84.96)	(26.11)	-	20.22	7.17	20.42	36.40	0.75	84.96
Poelman Enterprises Inc./Salon 180	2013	344.99	(263.86)	(81.13)	-	62.79	22.26	63.42	113.08	2.31	263.86
Chris' Autoworks	2014	184.84	(139.94)	(44.90)	-	35.81	5.99	35.82	61.00	1.32	139.94
Ken's Animal House	2014	15.97	(12.08)	(3.89)	-	3.09	0.51	3.96	4.41	0.11	12.08
Rose Renda Salon	2014	139.18	(105.37)	(33.81)	-	26.97	4.51	26.97	45.93	0.99	105.37
Starfire Jewelry	2014	757.52	(573.49)	(184.03)	-	146.76	24.55	146.78	249.99	5.41	573.49
The Purse Connection LUBB LLC	2014	38.79	(29.38)	(9.41)	-	7.52	1.26	7.52	12.80	0.28	29.38
Village Gourmet	2014	260.10	(196.91)	(63.19)	-	50.39	8.43	50.40	85.84	1.85	196.91
Auto Guru	2015	212.56	(160.51)	(52.05)	-	40.81	7.07	37.54	73.58	1.51	160.51
Boatyard Bagels	2015	349.06	(263.58)	(85.48)	-	67.01	11.61	61.64	120.84	2.48	263.58
Bonas Italian Kitchen	2015	317.75	(239.94)	(77.81)	-	61.00	10.57	56.12	109.99	2.26	239.94
Cosmo Pro - duplicate bill	2015	152.15	(108.23)	(43.92)	-	27.50	4.76	30.76	44.13	1.08	108.23
Fischers on Buttons Bay	2015	181.24	(136.86)	(44.38)	-	34.80	6.02	32.01	62.74	1.29	136.86
In Focus	2015	20.15	(15.22)	(4.93)	-	3.86	0.67	3.56	6.98	0.15	15.22
K & D Vape Shop	2015	212.56	(160.51)	(52.05)	-	40.81	7.07	37.54	73.58	1.51	160.51
Lake Geneva Maids	2015	105.16	(79.40)	(25.76)	-	20.19	3.49	18.57	36.41	0.74	79.40
Pop More Corks	2015	190.19	(143.60)	(46.59)	-	36.51	6.32	33.59	65.83	1.35	143.60
Sturms Special Effects - duplicate bill	2015	212.56	(151.23)	(61.33)	-	38.43	6.66	42.98	61.65	1.51	151.23
Meinel Electrical Contracting	2011	108.77	-	(108.77)	-	-	-	-	-	-	-
Meinel Electrical Contracting	2012	121.50	-	(121.50)	-	-	-	-	-	-	-
Meinel Electrical Contracting	2014	118.64	-	(118.64)	-	-	-	-	-	-	-
McDermott Design Group	2012	102.05	-	(102.05)	-	-	-	-	-	-	-
McDermott Design Group	2013	92.15	-	(92.15)	-	-	-	-	-	-	-
Choppers Custom Leather	2014	257.82	-	(257.82)	-	-	-	-	-	-	-
Doodlebugs/Kids	2014	59.31	-	(59.31)	-	-	-	-	-	-	-
Doodlebugs/Kids	2015	62.65	-	(62.65)	-	-	-	-	-	-	-
Jorge Martinez Apt. Rentals	2014	31.94	-	(31.94)	-	-	-	-	-	-	-
Jorge Martinez Apt. Rentals	2015	35.80	-	(35.80)	-	-	-	-	-	-	-
In All Her Glory	2014	36.50	-	(36.50)	-	-	-	-	-	-	-
In All Her Glory	2015	40.28	-	(40.28)	-	-	-	-	-	-	-
Chris' Autoworks	2015	161.12	-	(161.12)	-	-	-	-	-	-	-
Refined Rustic	2015	11.20	-	(11.20)	-	-	-	-	-	-	-
Totals		7,644.04	(4,860.52)	(2,783.52)	-	1,207.94	308.22	1,116.92	2,182.10	45.34	4,860.52



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



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

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

APPLICANT INFORMATION

Name: Karin Bennett, Karin M.
Last First Middle

Maiden Name: Sallman Date of Birth: _____

Address (Physical): _____

Mailing Address (if different): _____

City, State, Zip: Lake Geneva WI

Phone: _____ Drivers License #: _____

Email: _____

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

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

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Fresh Air Assoc. and Holiday Home Camp

Address: 214 Broad Street Lake Geneva WI 53147

Name of Event where licensee will work: RibKoff Trunk Show; Girls Night Out

Date of Event: June 15, 2018

APPLICANT SIGNATURE

[Signature] DATE: 4-13-2018

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: April 23, 2018 Receipt No: C180423-33

Total Amount: \$10

Forwarded to Police Chief: April 23, 2018

Background Completed: WJH-25-18 g7

Recommendation: WJH Approved Denied

Verification that no more than 2 temporary licenses have been issued to this applicant in the current year: _____

FLR Approval: _____ License Issued: _____

Council Approval: _____ License Number: _____

License Expires: _____

MAILTO: Individual, Organization

Serving Alcohol Incorporated

is proud to present this certificate to

Karin Bennett

for successful completion of the online course

Wisconsin Alcohol Seller-Server



PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

Verify online at servingalcohol.com

Verification Code
GbZBgXPWZQ

Date Issued
Mar 31st, 2018

APPROVED BY THE STATE OF WISCONSIN
STATE STATUTES: 125.04, 125.17, 134.67, 134.88

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Wisconsin Bartender License

Name: Karin Bennett

Certification Date: Mar 31st, 2018

Certificate Code: GbZBgXPWZQ

Verify Online: servingalcohol.com

WI SS: 125.04, 125.17, 134.67, 134.88

SERVING ALCOHOL INC

VALID FOR 2 YEARS

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: Kristen Young Date of Application: 4/17/18
2. Organization Name: American Lung Association
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: 13-1632524
4. Mailing Address: 55 W Wacker, Suite 800
5. City, State, Zip: Chicago, IL 60601
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: Fight For Air Ride
2. Date(s) of Event: June 9th (setup route signs June 7th, remove June 9th)
3. Location(s) of Event: _____
4. Hours: Start Time: 9:30am; End Time: 3:00pm

5. Event Chair/Contact Person: Kristen Young Phone: _____

6. Day of Event Contact Name: Kristen Young Phone: _____

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 35 riders

10. Basis for Estimate: All riders are required to register and raise funds before permitted to Ride.

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 33rd Annual Fight For Air Ride will take place June 8, 9 and 10th, inviting 100 cyclists to participate. On Day 1, participants ride from Crystal Lake to Fontana, staying at The Abbey Resort. On Day 2, they ride from the Abbey around the Lake and back. On Day 3, they ride from the Abbey back to Crystal Lake. The event raised more than \$150,000 in support of the American Lung Association.

14. Description of plan for handling refuse collection and after-event clean-up:
There will be multiple SAG vehicles along the route, collecting refuse as needed. At the end, a final vehicle will sweep the route collecting and remaining refuse and removing all route signs from the area.

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.
Intersection of H and 120, traveling north to E. South St
Turn Left on E South St
Turn left on S. Lakeshore Dr
Travel south on Lakeshore Dr until Willow Rd
****Will not require any road closures****

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.
Minimal directional arrow signs with wooden stakes (10"x10") at major intersections to direct riders. Signs will be placed using wooden stakes in the ground on Thursday, June 7th and will be removed promptly upon event completion on June 9th.

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			_____
Street Use Permit					
Application Fee		\$25.00			25 _____
Permit Fee - Events lasting 2 days or less		\$40.00			40 _____
Permit Fee - Events lasting more than 2 days		\$100.00			_____
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		<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	# of Parks _____	x # of Days _____ =	_____
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	_____			_____
<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: \$ \$65

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: 4/17/18

For Office Use Only

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

Additional Fees Collected: \$ _____ Receipt # _____

Departmental review (all that apply):

Police Chief: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Fire Chief: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Street Dept.: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Parking Dept.: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Piers, Harbors & Lakefront: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Committee/Council review (all that apply):

Park Board: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Finance, License & Regulation: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Council: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Clerk's Office Completion:

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

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

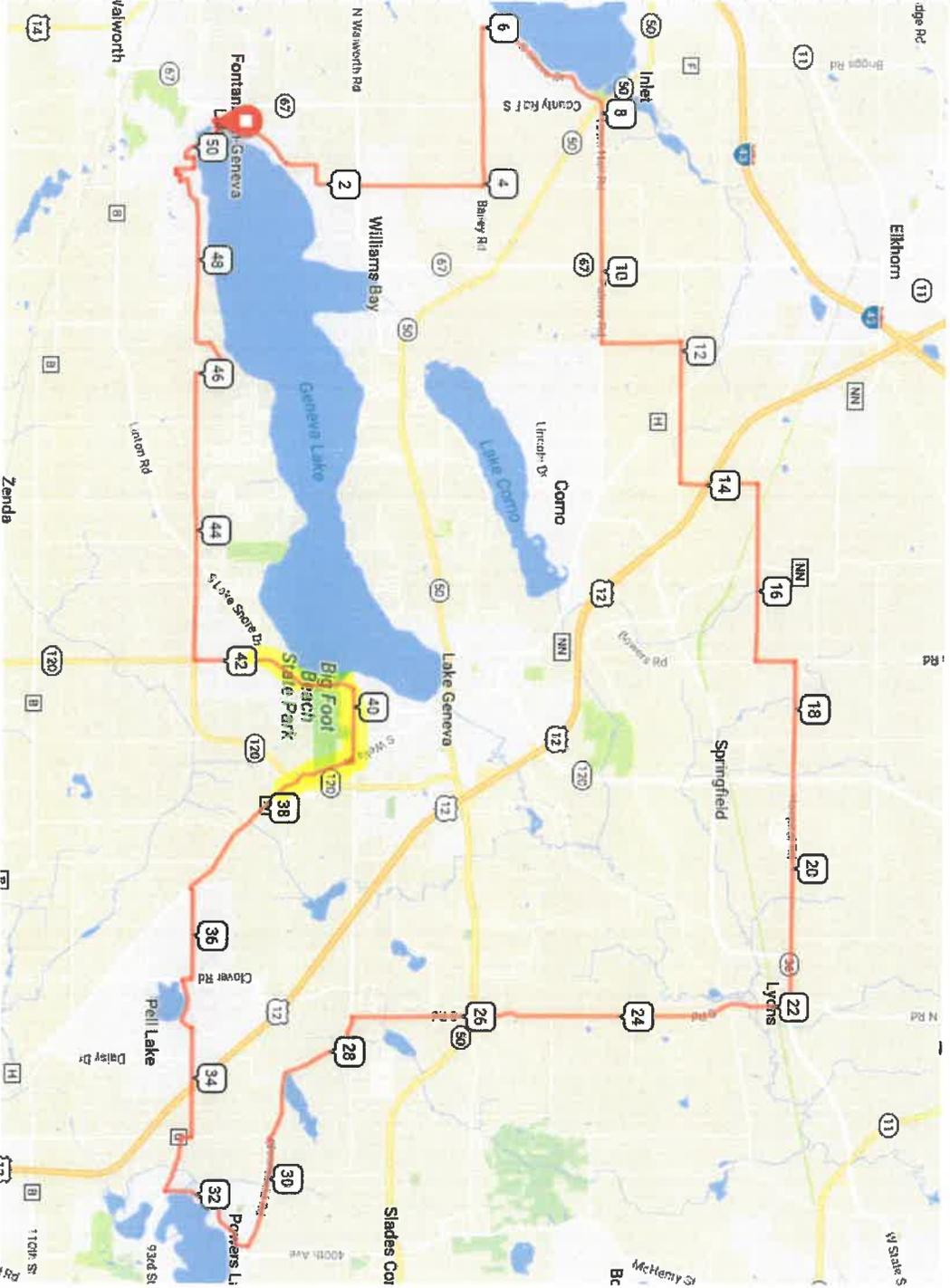
Date of issue: _____ Deposit Returned: \$ _____ Deposit withheld: \$ _____

Reason withheld: _____

American Lung Association – Fight For Air Ride

June 8-10, 2018

Dir	Notes	Total
→	Turn right onto Fontana Blvd	0.1
←	Turn left onto Kinzie Ave	0.3
→	Turn right onto N Lake Shore Dr	0.3
↑	Continue onto Theatre Rd	2.4
←	Turn left onto Bailey Rd	4.0
→	Turn right onto S Shore Dr	6.0
↑	Continue onto Town Hall Rd	7.9
↑	Continue onto Palmer Rd	9.9
←	Turn left onto Perrie Rd	10.9
→	Turn right onto Willow Bend Rd	11.9
←	Turn left onto Como Rd	13.7
←	Turn left onto Bowers Rd	16.9
→	Turn right onto Hospital Rd	17.4
→	Turn left onto WI-36 N	21.2
→	Turn right onto Mill St	21.8
↑	Continue onto S Rd	22.6
↑	Continue onto Lyons Rd	26.9
←	Turn left onto N Bloomfield Rd	27.4
←	Turn left onto Bloomfield Rd	29.5
→	Turn right onto 402nd Ave	30.9
↑	Continue onto 406th Ave	31.2
↑	Continue onto 87th St/Powers Lake Rd	31.4
→	Turn right onto W Powers Lake Rd	32.4
←	Turn left onto Co Hwy U	33.1
←	Turn right onto Pell Lake Dr	33.2
←	Turn left onto Orchard Dr	34.6
↑	Continue straight onto Lakeshore Dr	34.8
→	Turn right onto Clover Rd	35.3
←	Turn left onto Lake Geneva Hwy	35.4
→	Turn right onto Co Hwy H	36.6
↑	Continue onto S Wells St	38.6
←	Turn left onto E South St	39.3
←	Turn left onto S Lake Shore Dr	40.2
←	Turn left onto Pilgram Church Rd	41.5
→	Turn right onto Willow Rd	42.3
↑	Continue onto S Lake Shore Dr	43.6
→	Turn right onto Basswood Dr	46.0
←	Turn left to stay on Basswood Dr	46.3
→	Turn right onto S Lake Shore Dr	47.0
←	Turn left onto Indian Hills Rd	49.1
←	Turn left onto Odessa Way	49.2
←	Turn right onto Nohegan Rd	49.3
→	Turn right onto Aveogon Rd	49.3
→	Turn right onto Nohegan Rd	49.3
→	Nohegan Rd turns right and becomes Geneva Ln	49.4
↑	Continue onto Maple Dr	49.5
←	Maple Dr turns slightly left and becomes Harvard Ave	49.6
←	Harvard Ave turns left and becomes Locust Ave	49.7
→	Turn right onto S Lake Shore Dr	49.8
↑	Continue onto Fontana Blvd	50.4
←	Turn left	50.5



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: Ryan Dover Date of Application: 4/30/18
2. Organization Name: SC Walworth Soccer Club
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: 720 High 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: SCW Walworth Tryouts
2. Date(s) of Event: Monday June 11, Monday June 18
3. Location(s) of Event: Veterans Park
4. Hours: 5:00PM - 8:30PM

Start Time

End Time

5. Event Chair/Contact Person: Ryan Dover Phone: _____

6. Day of Event Contact Name: Ryan Dover Phone: _____

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 35

10. Basis for Estimate: Estimated number of kids for soccer tryout

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.
Tryout for select soccer program. Monday June 11 event will be for U11-U13 boys and girls. Monday June 18 event will be for U15-U19 boys and girls. We would like to reserve TWO SOCCER FIELDS on the north side of the park on Park Drive. The event will include warm ups, drills, and small sided scrimmages. If possible, we would like to have the soccer goals moved to that side of the park.

14. Description of plan for handling refuse collection and after-event clean-up:
We have a small group that will walk over fields, pick up, and remove refuse.

15. Description of plan for providing event security (if applicable):
None.

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

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

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

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

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

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

Section IV - Street Use

Check if this section does not apply.

1. Description of the portion(s) of road(s) to be used:
Road closures must include rental of barricades.

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

Date(s) of use: _____

Total Number of Stalls Request: _____

Stall Number(s) and Location: _____

Additional Information:

3. Description of signage to be used during event:

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

Anticipated Services

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

Electricity Explain: _____

Water Explain: _____

Traffic Control Explain: _____

Police Services Explain: _____

Fire/EMS Services Explain: _____

Other Explain: _____

Section V- Fees

Application and Permit Fees		Unit Fee			Applicable Fee
Parade Permit					
Application Fee		\$25.00			25
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
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	# of Parks 1	# of Days 2	60
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		# of Days 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	_____ +	\$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: \$ 110.00

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: \$				<u>110⁻</u>
+ Subtotal from Page 4: \$				<u>110⁻</u>

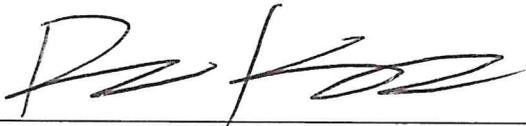
Total PAID with Application: \$ 110⁻

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: 5/1/18

For Office Use Only

Date Filed with Clerk: 5/1/2018 Payment with Application: \$ 110.00 Receipt: C180501-13

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: _____



CITY OF LAKE GENEVA

SIDEWALK CAFÉ PERMIT APPLICATION

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

Please Check:



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

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: Linda Chronis

Establishment Name: Hugs & Kisses

Address: 149 Broad St.

Phone: _____

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

Are you requesting to serve alcoholic beverages? Yes No

If so, please provide the following information:

Agent Name: Linda Chronis

INDEMNIFICATION STATEMENT

I, Linda Chironis representing Hope Kisses as its
(FULL NAME) (ESTABLISHMENT)

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

(6) Sidewalk Café permits.

Linda Chironis
SIGNATURE OF APPLICANT DATE

For Office Use Only

Date Filed with Clerk:	<u>4/10/18</u>		
Total Amount: \$	<u>150.00</u>	Receipt No.:	<u>C180410-1</u>
Date Forwarded to Police Chief:	<u>4/10/18</u>		
Police Chief Signature:	<u>[Signature]</u>	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied
Date Forwarded to Building Inspector:	<u>4/10/18</u>		
Director of Building Inspector Signature:	_____	<input type="radio"/> Approved	<input type="radio"/> Denied
Date Forwarded to Director of Public Works:	<u>4/10/18</u>		
Director of Public Works Signature:	_____	<input type="radio"/> Approved	<input type="radio"/> Denied
Date of FLR/Council Approval (for alcohol license amendment, if applicable):	<u>4/17/18</u>		
Permit Issue Date:	_____	Permit Number:	_____
Copies Provided to:	Police Chief DPW Director	Fire Chief Zoning Administrator	

Chapter 62. Streets, Sidewalks and Other Public Places

Article III. OBSTRUCTIONS AND ENCROACHMENTS

Sec. 62-67. Exceptions.

[Code 1992, § 8.03(2)]

The prohibitions of Section 62-66 shall not apply to the following:

- (6) Restaurants issued sidewalk cafe permits by the City Clerk for restaurant tables subject to the following conditions: [Added 1-23-2012 by Ord. No. 12-02; 2-11-2013 by Ord. No. 13-04]
 - a. "Restaurant" means an establishment defined in § 254.61(5) Wis. Stats.
 - b. The use of sidewalks for restaurant tables shall only be permitted incidental to the operation of a restaurant which is contiguous to the sidewalk and within the side property lines of the contiguous restaurant under the following conditions:
 1. The restaurant tables and seats shall not be located closer than two feet from the curb of the street as measured by the closest edge of the table or seat with an occupant seated therein to the street.
 2. Bollards shall be strategically located at either end, and along the street edge of the outdoor restaurant seating area. Said bollards shall be temporary and not affixed to the sidewalks. From November 1 to April 30 said bollards, tables, and seats shall be removed each night when the restaurant closes.
 3. All permittees shall ensure that all tables, chairs and bollards are properly secured during closing hours. Permittees shall be responsible for damage caused by their unsecured tables, chairs and bollards, regardless of fault. Damage caused by improperly secured tables, chairs and bollards on more than one occasion may be grounds for revocation of the permit.
 4. The restaurant applicant is able to meet all other existing requirements for the issuance of a permit to place restaurant tables on the public sidewalk.
 5. Signs or other equipment shall not be attached to public amenities such as light poles, trees, planters, benches, street signs, etc.
 6. All forms of heating devices are prohibited within the sidewalk cafe area.
 7. All furnishings such as, but not limited to, bollards, umbrellas, tables, and chairs shall not include signage, logos, or text.
 8. Primary (red, blue, and yellow) colors and fluorescent day glow and/or neon colors shall not be permitted. Where such colors constitute a component of a standardized corporate theme or identity, muted versions of such colors shall be used.
 9. A minimum of one table shall be handicap/wheelchair accessible.
 - c. The application for the permit shall first be reviewed by the Director of Public Works and the Police Department, and no permit shall be issued unless a report is made by the Director of Public Works and the Police Chief that the proposed use will not unreasonably interfere with pedestrian or vehicular traffic.
 1. A detailed, scaled plan of the proposed sidewalk cafe is required with the application.

- d. In no event shall the uses permitted by this exception reduce the open portion of any sidewalk to less than five feet.
- e. Alcohol may be served at or consumed at restaurant tables located on the sidewalk under the following conditions:
 - 1. Bollards shall be connected in such a manner that the area where the restaurant tables are located appears as an enclosed area.
 - 2. The holder of sidewalk cafe permit has properly included the sidewalk area under a properly issued alcohol beverage license. Service of alcoholic beverages in sidewalk cafes shall stop no later than 11:00 p.m. with all alcohol removed or consumed by 11:30 p.m. and the sidewalk cafe closing no later than 12:00 midnight.
 - 3. Signage shall be displayed indicating that alcohol beverages may not be carried outside of the enclosed seating area.
 - 4. Food service shall be required to be available at all times the sidewalk cafe is serving alcohol.
- f. No permit shall be issued pursuant to this exception, unless the applicant furnishes to the City Clerk evidence of public liability insurance naming the City as a party insured insuring the City against liability resulting from the uses permitted herein. The coverage shall be in an amount not less than \$1,000,000.
- g. Persons issued permits pursuant to this article shall maintain the sidewalk area in a clean, safe, and sanitary condition.
- h. The annual permit fee for a sidewalk cafe permit shall be based upon the number of seats seated at a table. The number of seats at any table will be limited by the application and the permit fee paid. The fee per seat shall be set by resolution.
- i. The permit fee issued hereunder is a privilege and not a right. A restaurant shall not permit tables and chairs to be placed on the sidewalk without a permit. A permit is valid from July 1 to June 30 of the following year. The permit may be revoked at any time for any reason in the sole discretion of the City, and the City is not obligated to return the permit fee will refund prorata a portion of any fee.
 - 1. The permittee must submit an amended application and scaled plan and receive approval from the Director of Public Works and the Police Department prior to changing the layout or adding seats to the sidewalk cafe area.
- (7) Penalties and enforcement. A person or business that violates the provisions of Section **62-67** shall be subject to a forfeiture as established by resolution of the City Council from time to time. Each day a violation continues shall constitute a separate offense. The Code Enforcement Officer or Building Inspector shall have authority to enforce the provisions of this section. The City may also seek equitable relief, including injunctions, to gain compliance. [**Added 6-27-2016 by Ord. No. 16-06**]



DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

License, Permit or Registration

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

ACTIVITY	EXPIRATION DATE	I.D. NUMBER
Restaurant - Moderate Complexity, Kitchens: 1	30-Jun-2018	HSAT-7QWNXX
LICENSEE MAILING ADDRESS	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS
HOGS & KISSES INC PO BOX 536 LAKE GENEVA WI 53147		HOGS & KISSES 149 BROAD ST LAKE GENEVA WI 53147



CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

Please Check:

- Request for premises extension to sidewalk café
- Request for temporary (special event) premises extension
- Request for premises extension to permanent outdoor area
- Other request for premises extension

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: LINDA CHIRONIS

Establishment Name: HUGS & KISSES

Address: 149 BROAD ST.

Alcohol License No.: 2017-13 Phone:

Describe area of premises extension:

AREA RUNNING UNDER AWNING ALONG FRONT OF BUILDING WITH 5 TABLES AND 10 SEATS AGAINST FACE OF BUILDING.

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: _____

Date and Time of Event: _____

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

Event Description:

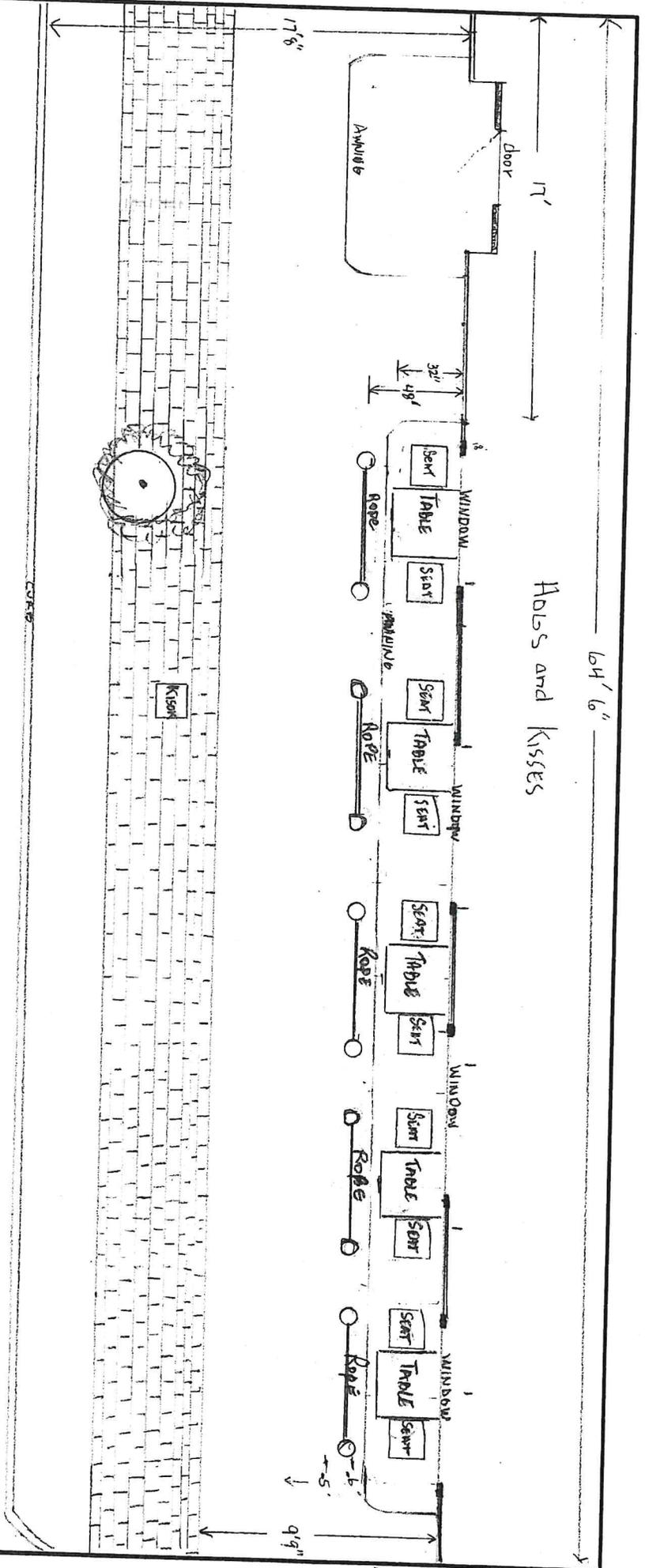
Linda Chronis April 9, 2018
SIGNATURE OF APPLICANT DATE

For Office Use Only

Date Filed with Clerk: 4/10/18
Total Amount: \$ N/A Receipt No.: C180410-1
Date Forwarded to Police Chief: 4/10/18
Police Chief Signature: [Signature] Approved Denied
Date Forwarded to Zoning Administrator: 4/10/18 (for non-sidewalk café applications)
Zoning Administrator Signature: [Signature] Approved Denied
Date of FLR/Council Approval: 4/10/18
Copies Provided to: Police Chief

64' 6"

HOLDS and KISSES



SCALE: 1/4" = 1'		APPROVED BY	
DATE:		DRAWN BY	
HOLDS and KISSES Outdoor Seating			
10 SEATS			
DRAWING NUMBER			



CITY OF LAKE GENEVA

SIDEWALK CAFÉ PERMIT APPLICATION

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

Please Check:

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

Application Checklist:

- Certificate of Comprehensive General Liability Insurance naming the City as a party insured against liability resulting from the uses permitted herein. The coverage shall be in an amount not less than \$1,000,000.00.
- Scaled diagram which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk café, size and number of tables, seats, bollards (and chains or ropes), planters, umbrellas, location of doorways, tree, signage, parking meters, obstructions (either existing or proposed, within the pedestrian way). Site plan must depict five (5) feet of unobstructed sidewalk for public use.
- Copy of restaurant license issued by the Wisconsin Department of Health and Human Services under Wis. Stat. 254.64.
- Application Fee of \$15.00 per seat: 12 seats x \$15.00 = \$ 180.00
(# OF SEATS) (TOTAL FEE)
- Alcohol License Premises Extension Application. If the applicant wishes to serve alcohol in the sidewalk café area, the applicant must currently hold a valid license to serve alcohol and submit an application requesting the premises description of the license be amended to include the sidewalk café area.

APPLICANT INFORMATION

Applicant Name: DANA TRILLA

Establishment Name: FLAT IRON TAP

Address: 150 CENTER STREET

Phone: _____ E-mail: _____

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

Are you requesting to serve alcoholic beverages? Yes No

If so, please provide the following information:

Agent Name: EDWARD MUISENGA

Signature of Agent: [Signature] Date: 4/28/18

INDEMNIFICATION STATEMENT

I, Dana Trilla (FULL NAME) representing Flat Iron Tap (ESTABLISHMENT) as its

owner (TITLE)

agree to hold harmless and indemnify the City, its directors, officers, employees and agents, from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character resulting from my use of the public sidewalk as a café. I certify that I have read and understand the rules of Section 62-67 (6) Sidewalk Café permits.

[Signature] 4/27/18
SIGNATURE OF APPLICANT DATE

For Office Use Only

Date Filed with Clerk: <u>4 May 1, 2018</u>		
Total Amount: \$ <u>180.00</u>	Receipt No.: <u>0180501-16</u>	
Date Forwarded to Police Chief: <u>4 May 1, 2018</u>	Police Chief Signature: <u>[Signature]</u>	Approved Denied
Date Forwarded to Building Inspector: <u>4 May 1, 2018</u>	Director of Building Inspector Signature: _____	Approved Denied
Date Forwarded to Director of Public Works: <u>4 May 1, 2018</u>	Director of Public Works Signature: _____	Approved Denied
Date of FLR/Council Approval (for alcohol license amendment, if applicable): _____		
Permit Issue Date: _____ Permit Number: _____		
Copies Provided to:	Police Chief DPW Director	Fire Chief Zoning Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2018

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

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

PRODUCER Market Financial Group 240 Commerce Drive Crystal Lake IL 60014		CONTACT NAME: Lisa Lakey PHONE (A/C, No, Ext): (815) 459-3300 E-MAIL ADDRESS: llakey@marketfinancialgrp.com FAX (A/C, No): (815) 459-3360	
INSURED D & D Restaurant Group Inc DBA Flat Iron Tap 146 Evergreen Pkwy Crystal Lake IL 60014		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15261	

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

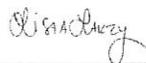
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP17005750	03/06/2018	03/06/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BP17005750	03/06/2018	03/06/2019	Limit \$1,000,000

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

Location: 150 Center St., Lake Geneva, WI, 53147

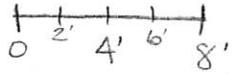
City of Lake Geneva is named as an Additional Insured

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

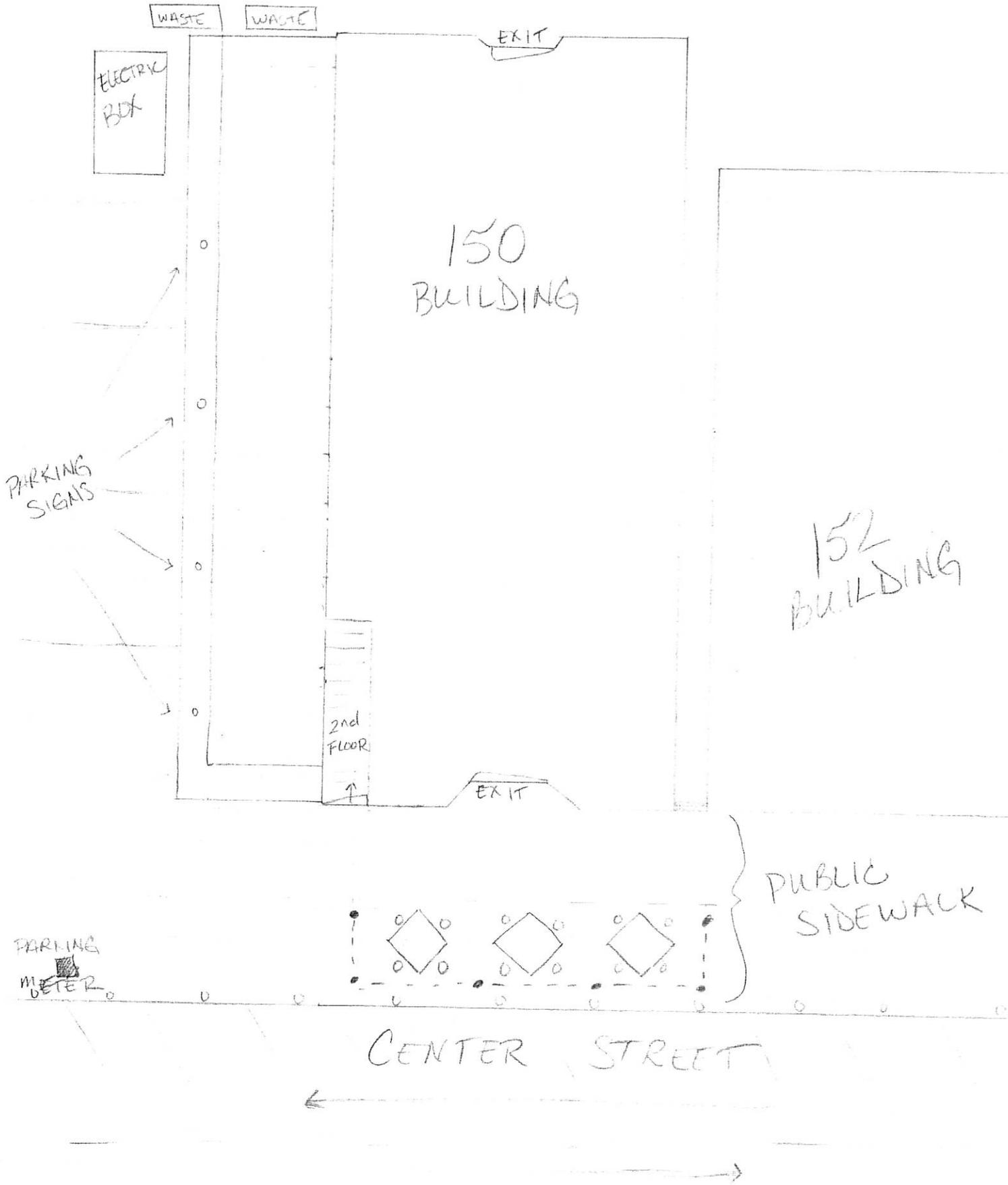
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FLAT IRON TAP
150 CENTER ST.

SCALE:



ALLEY





DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

License, Permit or Registration

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

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

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

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

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

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



CITY OF LAKE GENEVA

ALCOHOL LICENSE PREMISES EXTENSION APPLICATION

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

Please Check:

- Request for premises extension to sidewalk café Request for temporary (special event) premises extension
- Request for premises extension to permanent outdoor area Other request for premises extension

Application Checklist:

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

APPLICANT INFORMATION

Applicant Name: DANA TRILLA

Establishment Name: FLAT IRON TAP

Address: 150 CENTER STREET

Alcohol License No.: _____ Phone: _____

Describe area of premises extension:

Cafe seating on sidewalk east of building (3) three tables. There is (6') six foot pedestrian walk way in between building and seating with bollards surrounding tables.

N/A

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: _____

Date and Time of Event: _____

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

Event Description:

[Signature] 4/27/18
SIGNATURE OF APPLICANT DATE

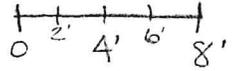
For Office Use Only

Date Filed with Clerk: May 1, 2018
Total Amount: \$ 05 - Receipt No.: 0180501-14
Date Forwarded to Police Chief: May 1, 2018
Police Chief Signature: [Signature] Approved Denied
Date Forwarded to Zoning Administrator: N/A (for non-sidewalk café applications)
Zoning Administrator Signature: _____ Approved Denied
Date of FLR/Council Approval: _____
Copies Provided to: Police Chief

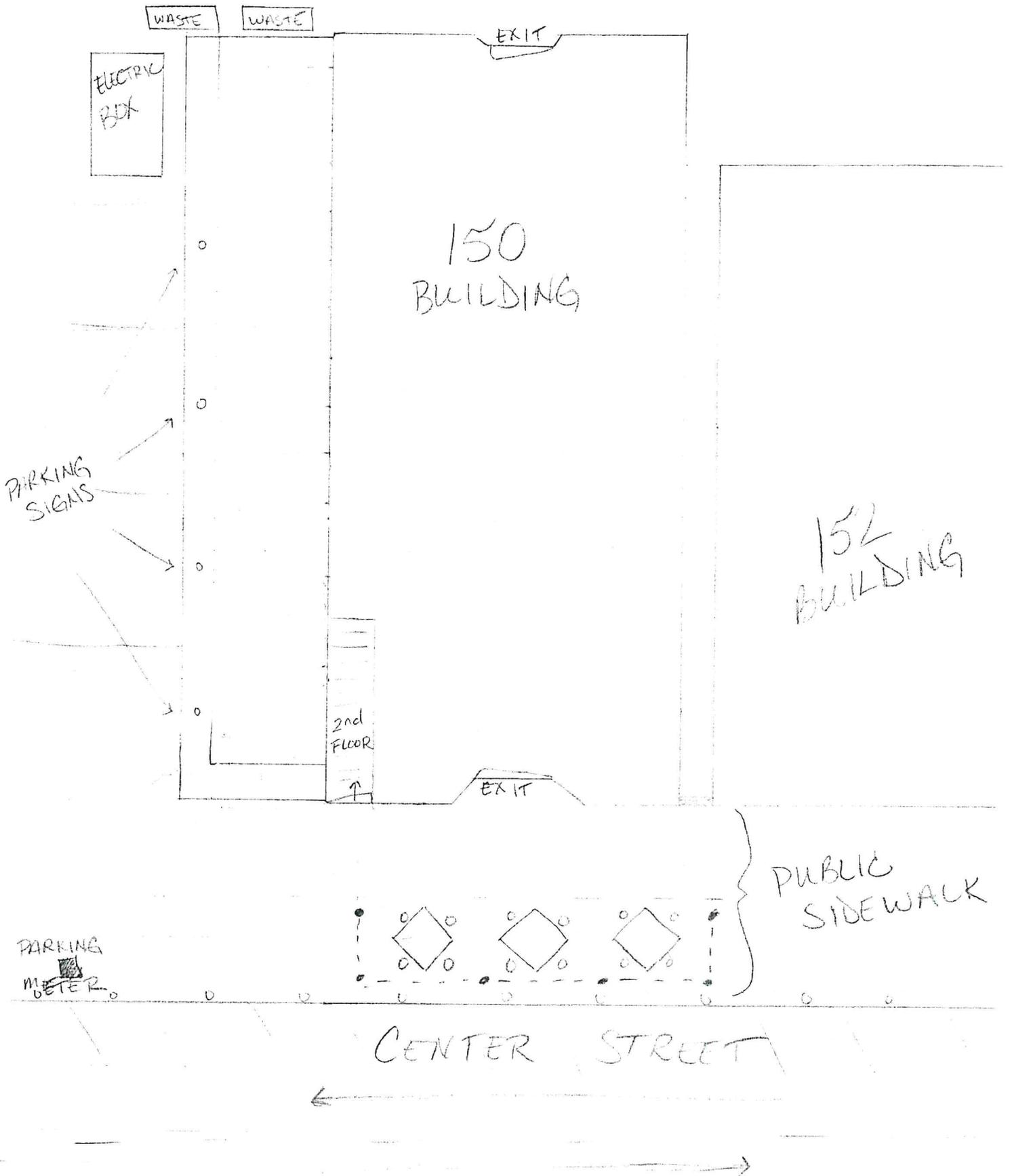
FLAT IRON TAP
150 CENTER ST.



SCALE:



ALLEY



CITY OF LAKE GENEVA 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: Ryan Davis Date of Application: March 23, 2018
2. Organization Name: Ice Castles, LLC
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: 45-3629639
4. Mailing Address: _____
5. City, State, Zip: A
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: Ice Castles at Lake Geneva
2. Date(s) of Event: Occupancy Period Oct - April, Open to Public Dec - Feb.
3. Location(s) of Event: Either Riveria Beach or Seminary Park
4. Hours: Will be occupied all day, every day. Open hours vary by day and based on weather.

5. Event Chair/Contact Person: Ryan Davis Phone: _____

6. Day of Event Contact Name: TO BE DETERMINED Phone: _____

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 55,000

10. Basis for Estimate: Past experience and based on location and size of park.

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 will build structures out of ice and charge admission for the public to enter. Guests are invited to not only view the beauty of the structure but also to squeeze, squish and crawl through parts of the stunning Narnia-like display. Favorite photo spots can be found in the throne room, in front of the waterfall and throughout the winding ice maze. Children will enjoy zooming down the ice slide and spelunking through small tunnels. The Ice Castle features millions of icicles that sparkle a glacial blue by day and glow multi-coloured at night with the help of thousands of LED lights embedded in the ice. Every visitor to the Ice Castle will have a unique experience as the ice is always evolving—freezing, melting, and being reshaped by Ice Castles artisans.

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

We will place garbage cans at the entry and near the exit and will dispose of garbage daily. Depending on needs, we may rent larger dumpsters.

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

We will put temporary fencing around the event, if sufficient fencing is not already in place. We will also build ice walls around the perimeter of the event, so that people cannot just walk in. Our employees will be on site every day during the construction of the ice phase. If there is a need for security after hours, we will contract with a local firm or hire additional employees to watch the site at night. Most nights we run water and that discourges entry.

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 will not use any roadways for the event.

2. Will any parking stalls be used or blocked during the event? Yes No
 Date(s) of use: October - April
 Total Number of Stalls Request: Not sure at this point.
 Stall Number(s) and Location: If we are at Seminary Park, we may need a couple stalls for storage of materials.
 Additional Information:
 If we do need parking spaces, it is not likely that we would use more than 3. I think it is unlikely that we will even need spaces, but put yes just in case. This will be sorted out with the City Staff, to the satisfaction of City Staff as we go through the planning process.

3. Description of signage to be used during event:
If requesting City banner poles, please include a Street Banner Display Application.
 We would request directional signage, 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: To power lights, tools, and space heaters. 200 Amps +/-
- Water Explain: To make the ice. Typically we connect to a fire hydrant.
- 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>25</u>
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		<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>			TBD
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 _____ =	TBD
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		_____		_____
<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	25
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: \$ 29,000

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: March 23, 2018

For Office Use Only

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

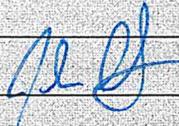
Additional Fees Collected: \$ _____ Receipt # _____

Departmental review (all that apply):

Police Chief: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Fire Chief: Approved Denied Signed: 

Additional services needed: _____

Additional fees or deposit: _____

Street Dept.: Approved Denied Signed: 

Additional services needed: _____

Additional fees or deposit: _____

Parking Dept.: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Piers, Harbors & Lakefront: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Committee/Council review (all that apply):

Park Board: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Finance, License & Regulation: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Council: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Clerk's Office Completion:

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

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

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

Reason withheld: _____

COMPANY FACT SHEET

Ice Castles

Brand/Company: Ice Castles

Website: www.icecastles.com

Founded: 2011

Founder: Brent Christensen and Ryan Davis

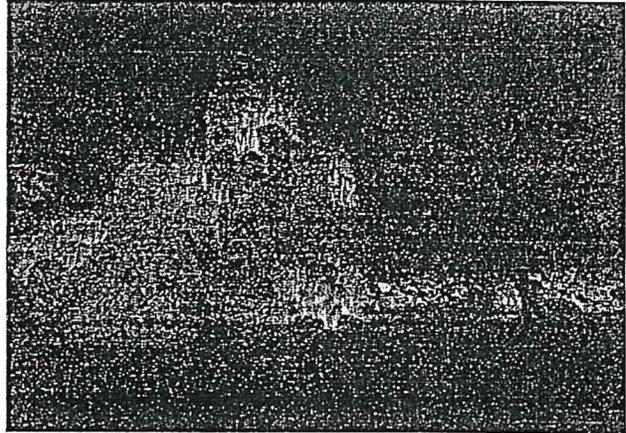
CEO: Ryan Davis

Lead Artist and Architect: Brent Christensen

Locations: Midway, Utah | Lincoln, NH | Edmonton, Alberta | Stillwater, MN | Dillon, Colorado |

Winnipeg, Manitoba

Opening Dates: Weather dependent. Most locations are estimated to open the end of December and remain open through early March.



Description: Ice Castles is an awe-inspiring, must-see winter phenomenon that brings fairytales to life. Located in six different locations across North America, the ice castles are built entirely by hand using hundreds of thousands of icicles hand placed by professional ice artists. The castles include breathtaking LED-lit sculptures, frozen thrones, ice-carved tunnels, slides, and fountains.

Facts, features and Public Draw:

- **Process:** Each ice castle is built by hand and takes thousands of man-hours to create. The daily process consists of growing 5,000 to 12,000 icicles that are harvested by hand and individually sculpted into existing ice formations. Newly placed icicles are then drenched with water. The blend of icicle placement, temperatures, water volume and wind result in an astonishing and ever-changing variety of ice formations.
- The towering, walk-through structures are made entirely of ice.
- Each castle is approximately one acre in size and takes approximately two months to construct.
- The construction team consists of 20-40 ice artisans.
- Each castle weighs more than 25 million pounds.
- LED lights frozen inside the ice light up and twinkle to music adding a magical ambiance to the breathtaking interactive sculptures.
- All of our Ice Castles are located next to a natural water source so all of our water returns directly into the environment to be used again by wildlife, people and plants.

Age Range: All ages

Ticket prices: vary by location

Company Background: The concept for Ice Castles was created when founder and Utah resident Brent Christensen attempted to build an ice cave for his daughter in the front yard of his home in Alpine, Utah. The project turned into a winter hit drawing crowds of locals to visit and tour his creation. Ice Castles has since turned into an internationally renowned tourist attraction with six locations across North America and growing.

Social Media Links:

Facebook:

<https://www.facebook.com/TheIceCastles/>

<https://www.facebook.com/IceCastlesUT/>

<https://www.facebook.com/IceCastlesNH/>

<https://www.facebook.com/IceCastlesMN/>

<https://www.facebook.com/IceCastlesAB>

<https://www.facebook.com/IceCastlesMB/>

<https://www.facebook.com/IceCastleCO/>

Instagram:

https://www.instagram.com/icecastles_

Twitter:

https://twitter.com/icecastles_

Pinterest:

<https://www.pinterest.com/icecastles1>



**City of Lake Geneva Tourism Commission
Tourism Promotion Grant Application**

Date Submitted: April 8, 2018

Organization: Lake Geneva Business Improvement District and Ice Castles, LLC

Contact Person: Bridget Leech and Ryan Davis

Phone Number: _____

Street Address: P.O. Box 863

City, State, Zip: Lake Geneva, WI 53147

Email Address: _____

Name of Event: Ice Castles at Lake Geneva

Date(s) of Event: Occupancy Period October - April. Open to Public December - February

Location of Event: Riviera Beach

Type of Event: Outdoor Family Fun
(Festival, Cultural, Tour, Sporting, Other)

Estimated Number of Attendees: 55,000

Estimated Number of Overnight Stays: 2,500

Annual Event (Yes/No): Potentially, yes (assuming it is well-recieved in its first year)

Grant Amount Requested: (see municipal funding request)

Provide as attachment the following:

- 1) Event Overview/Description
- 2) Event Budget (Include how grant funds will be used)
- 3) Sample of Marketing Material
- 4) Marketing plan for the event
- 5) Any other helpful information

**Please send the completed application with required
additional information to cityadmin@cityoflakegeneva.com
by the Bi-Annual Application Due Date**

Ice Castles at Lake Geneva Municipal Funding Request

Ice Castles, LLC is a Utah-based entertainment company that specializes in large-scale structures that are handcrafted from ice. Ice Castles are formed using a patented method. Crews grow roughly 10,000 icicles every day and place them throughout the Ice Castle to provide something for the water to freeze to. Over time, the icicles get absorbed into the ice structure.

The ice structure is built and an admission fee is charged for the public to enter. Guests are invited to not only view the beauty of the structure but also to squeeze, squish and crawl through parts of the stunning Narnia-like display. Favorite photo spots can be found in the throne room, in front of the waterfall and throughout the winding ice maze. Children will enjoy zooming down the ice slide and spelunking through small tunnels.

The Ice Castle features millions of icicles that sparkle a glacial blue by day and glow multi-colored at night with the help of thousands of LED lights embedded in the ice. Every visitor to the Ice Castle will have a unique experience as the ice is always evolving—freezing, melting, and being reshaped by Ice Castles artisans.

Ice Castles are currently in operation in the following cities:

- Midway, UT
- Dillon, CO
- Edmonton, Alberta - Canada
- Stillwater, MN
- Winnipeg, Manitoba - Canada
- Lincoln, NE

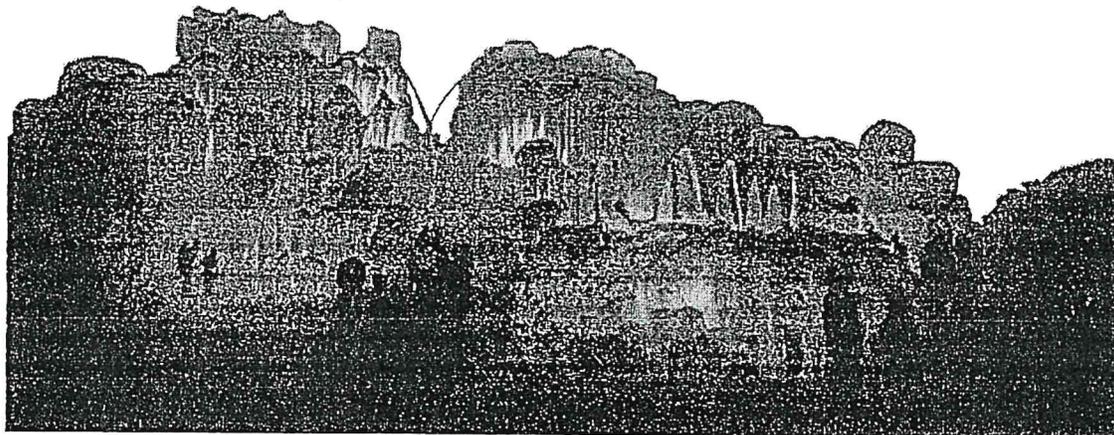
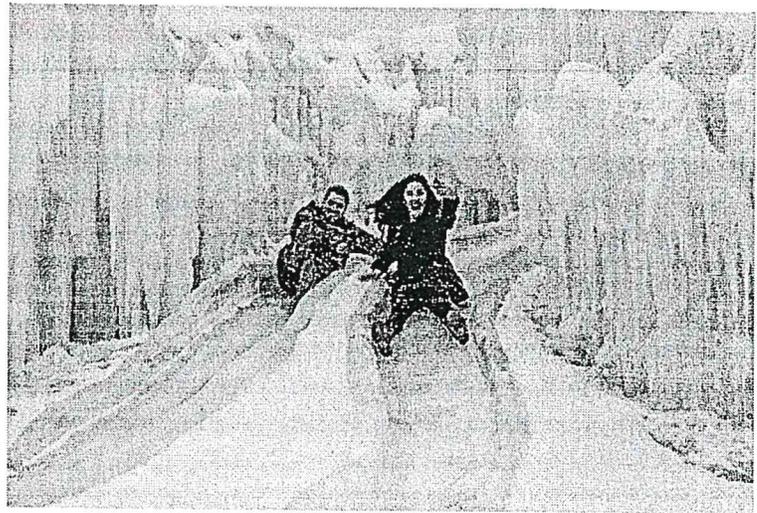
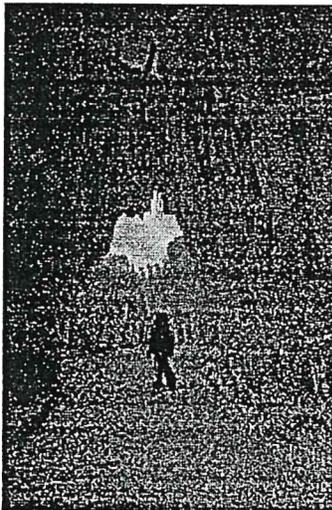
Based on previous experience, it is estimated that approximately 55,000 people will come through Lake Geneva to see the Ice Castles, over a three-month period of time. This will allow for a manageable flow of people through town, rather than an influx all on one weekend.

Ice Castles, LLC and the Lake Geneva Business Improvement District are asking for a total of \$25,000.

After discussions, and a tour, with the owner of Ice Castles LLC, an Ice Castle in Lake Geneva would be best set up on the Riviera Beach. In order to do this, we will need cooperation and time from the City staff. Instead of asking for this to be done complimentary, we are asking the Tourism Commission for money from the Municipal Funding bucket to pay any necessary City staff fees. Ice Castles, LLC would work closely with the necessary City staff to ensure a smooth event setup and maintenance over the months while in Lake Geneva.

The below figures were estimated based on discussions with City Administrator Oborn (and in conjunction with Tom Earle).

City Staff	\$20,000
Water Use	\$5,000
TOTAL	\$25,000



CITY OF LAKE GENEVA

626 Geneva Street
Lake Geneva, WI 53147
(262) 248-3673
www.cityoflakegeneva.com



Memorandum

Date: April 17, 2018

To: Piers, Harbor, and Lakefront Committee
Parks Board

From: Blaine Oborn, City Administrator

Subject: Discussion/Recommendation on Permits for Ice Castle Inc. winter use of Riviera Beach in Association with the Lake Geneva Downtown Business Improvement District (BID) and the Lake Geneva Tourism Commission

A goal of the new Lake Geneva Tourism Commission is to increase offseason overnight stays. One of the Commissioners was made aware of Ice Castle Inc. with their handcrafted ice structures at one of their six locations in the US and Canada and reached out to them for consideration of Lake Geneva as a location. Ice Castle then toured Lake Geneva visiting ten possible sites. The sites were narrowed down to the Riviera Beach and Seminary Park. The attached application is representative of either location with the final location to be determined.

The Ice Castle will draw a steady amount of visitors in the City's offseason that will benefit City Hotels, Restaurants, and Shops in the winter. Ice Castle is requesting a free location and free water. The Tourism Commission has approved the BID's request for tourism municipal funding in the amount of \$25,000, with \$20,000 for the application fees and City staff time in setting up, taking down, and providing support to the Ice Castle; and \$5,000 to pay for City water usage. The validity of the \$25,000 in funding needs to be verified by the City Attorney (see attached Tourism Application and Fact Sheet).

Ice Castle will charge an admission fee to cover their direct cost of operation, similar to what the carnival rides for the Venetian Festival has done. This will not compete with other businesses and will favorably draw visitors to the downtown, boosting economic development in the off season.

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: Jeff Siegel Date of Application: 4/10/18
2. Organization Name: Buffalo Grove High School
3. Organization Type: For Profit Non-Profit (501(c)___) Tax ID: E9997-7168-07
4. Mailing Address: _____
5. City, State, Zip _____
6. Phone: _____
7. Applicant's Drivers License #: _____
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: Cheerleading Camp
2. Date(s) of Event: June 13 - June 15 2018
3. Location(s) of Event: Flat Iron Park
4. Hours: 9:30 a.m. Start Time 5:30 p.m. End Time

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:

n/a

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: _____
- n/a

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			<u>100.00</u>
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	<u>1</u>	x <u>3</u>	= <u>165.00</u>
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			# of Days	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: \$ <u>290.00</u>

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: \$ <u>290</u>

Total PAID with Application: \$ 290.00

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:

Jarney Signal DATE: 4/10/18

For Office Use Only

pd

Date Filed with Clerk: 4/18/18 Payment with Application: \$ 290.00 Receipt: C180418-2

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: _____

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: _____

For Office Use Only

pd

Date Filed with Clerk: 4/18/18 Payment with Application: \$ 290.00 Receipt: C180418-2

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: Neil Warner

Additional services needed: Had issue w/ Trash Clean up last year

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: _____

WMA-5179

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: Kevin S. Hoff Date of Application: 4-12-18
2. Organization Name: " "
3. Organization Type: For Profit Non-Profit (501(c)____) Tax ID: _____
4. Mailing Address: _____
5. City, State, Zip: k _____
6. Phone: _____ nail: _____
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: Son's wedding party picnic
2. Date(s) of Event: July 4, 2018
3. Location(s) of Event: Sam Donian Weiland Park
4. Hours: 10 am Start Time 10 pm End Time

5. Event Chair/Contact Person: Kevin S. Hoff Phon

6. Day of Event Contact Name: " " Phon

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 30

10. Basis for Estimate: Wedding Party & Families

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

If yes, list the location, size, Rental Company, and proof of completion of locates.
10 x 10 OPCS

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.

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: *WE ARE ALL STAYING & PARKING AT THE COURT.*

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

Anticipated Services

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

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

Section V- Fees

Application and Permit Fees		Unit Fee			Applicable Fee
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</u>
Security Deposit					
Non-Profit or Resident					
49 Attendees or Less	\$50.00				50
50-149 Attendees	\$100.00				_____
150 or more Attendees	<i>Determined by Park Board</i>				_____
Non-Resident					
49 Attendees or Less	\$100.00				<u>100</u>
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			# 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	<u>1</u>	x _____ =	<u>75</u>
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	<u>3</u> +	\$50.00 =	<u>95</u>
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: \$ _____
			+ Subtotal from Page 4: \$ <u>295</u>

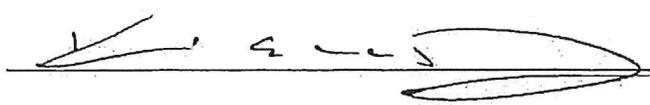
Total PAID with Application: \$ _____

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: 4-12-18

For Office Use Only

Date Filed with Clerk: 4/13/2018 Payment with Application: \$ _____ 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: _____

~~N/A~~ Street Dept.: Approved Denied Signed: _____

~~Additional services needed: _____~~

~~Additional fees or deposit: _____~~

~~N/A~~ Parking Dept.: Approved Denied Signed: _____

~~Additional services needed: _____~~

~~Additional fees or deposit: _____~~

~~N/A~~ 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: _____

For Office Use Only

Date Filed with Clerk: 4/13/2018 Payment with Application: \$ _____ Receipt: _____

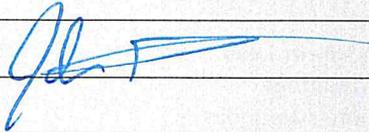
Additional Fees Collected: \$ _____ Receipt # _____

Departmental review (all that apply):

Police Chief: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Fire Chief: Approved Denied Signed: 

Additional services needed: _____

Additional fees or deposit: _____

Street Dept.: Approved Denied Signed: 

Additional services needed: _____

Additional fees or deposit: _____

Parking Dept.: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Piers, Harbors & Lakefront: Approved Denied Signed: _____

Additional services needed: _____

Additional fees or deposit: _____

Committee/Council review (all that apply):

Park Board: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Finance, License & Regulation: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Council: Meeting Date(s): _____ Approved Denied

Reasons/Conditions: _____

Clerk's Office Completion:

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

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

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

Reason withheld: _____

Nancy Elder

From: City Clerk
Sent: Friday, April 13, 2018 12:14 PM
To: Kevin Hoff
Cc: Nancy Elder
Subject: RE: Attached Image

Hello Kevin,

I just received your application now... I see your email from yesterday was stuck in my junk mail, I'm not sure why. I will get this process started for you on my end. I will need payment for your application as well. The total amount is \$295.00 and you can mail a check right to the City of Lake Geneva.

Please let me know if you have any further questions.

Thank you.

Lana C Kropf, WCMC
City Clerk
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147
Population: 7,696
Phone: 262-249-4092
Fax: 262-248-4715



Elected Officials and Members of City Committee or Commission: In order to comply with Open Meetings Requirements, please limit any reply to only the sender of this email.

From: Kevin Hoff [<mailto:khoff@diamondtrans.net>]
Sent: Friday, April 13, 2018 12:09 PM
To: City Clerk
Subject: FW: Attached Image

Good afternoon City Of Lake Geneva,

We are in hopes you received our application?
Thank you



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)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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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(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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§ 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	

Init.

§ 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.

§ 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

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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.

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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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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 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
To be determined.

Limit of Liability or Bond Amount (\$0.00)
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 51 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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missed due to inclement weather is without regular pay for non-salaried employees. Employees may request to use paid time off or compensatory time, but in the event of severe weather or other extreme circumstance as determined by the employer, the City's need for the employee's attendance to perform his or her duties will prevail.

603. Overtime

Because of the nature of work, employees may occasionally be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Overtime compensation is paid to all non-exempt employees at one and one-half times the employee's regular rate for all hours worked in excess of forty (40) hours per week. Non-exempt City employees must receive authorization from their supervisors before working any overtime. After an employee has worked approved overtime, it must be recorded on a timesheet for the period it was worked.

Overtime pay is based on actual hours worked and holidays; therefore, any time taken for unpaid breaks or meals will not be included as time worked for the purposes of calculating overtime hours. Time off due to PTO, Medical Leave Bank, compensatory time or any leave of absence will not be factored into hours worked when calculating overtime. Work required to be performed on an actual Holiday (as provided in Section 503) will be paid as overtime (one and one-half times the employee's regular pay).

[Full time, non-exempt, non-represented employees of the Public Works Department will be paid at a rate of one and one half times the employee's regular rate of pay for required work performed on Saturdays and Sundays. This provision will be paid regardless of employee's use of PTO, Vacation, or Sick time during that week for which the required weekend work was performed.](#)

604. Pay Schedule

Employees will be paid on a biweekly basis, with each pay-week's timesheet reflecting all work performed from Monday through Sunday. Compensation for employee salary and wages shall be administered through direct deposit of funds to the banking account(s) specified by each employee; no individual paychecks will be issued by the City. Each employee is responsible, upon hire, for providing the City Comptroller with the banking information required to establish this direct deposit arrangement. During the course of employment with the City, each employee shall be responsible for notifying the City Comptroller of any changes to this information as soon as possible.

605. Timekeeping

ORDINANCE 18-3

AN ORDINANCE AMENDING CHAPTER 98: ZONING ORDINANCE OF THE CITY OF LAKE GENEVA ZONING ORDINANCE TO CLARIFY THE REGULATION OF TOURIST ROOMING HOUSES/SHORT-TERM RENTALS

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

1. Section 98-034 (Definitions), of Article O: Introduction and Definitions of Chapter 98: Zoning Ordinance of the City of Lake Geneva Zoning Ordinances amended by adding the following definition:

Tourist Rooming House (land use): See Sec. 98-206(8)(y).

2. Subsection (8) **Accessory Land Uses** of Section 98-206 Detailed Land Use Descriptions and Regulations of Chapter 98: Zoning Ordinance of the City of Lake Geneva Zoning Ordinance is amended by adding new sub-subsection (y)

Tourist Rooming House to read as follows:

(y) Tourist Rooming House

Description: Includes all lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists and transients. It does not include private boarding houses or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under ACTP 73.

1. Permitted by Right: All zoning districts.

- a. Land Use Requirement:

Tourist Rooming House shall only be located as an Accessory Land Use within a Single-Family Detached Dwelling Unit as defined in Section 18-55(a).

- b. Annual City License Required:

Each Tourist Rooming House shall operate only during the valid period of an Annual City of Lake Geneva Tourist Rooming House License for each calendar year. Operating a Tourist Rooming House without a current version of a valid license shall be considered a violation of this Zoning Ordinance, and subject to the penalties of Section 18-257. The following information shall be provided on an annual basis, prior to issuance of said Annual City of Lake Geneva Tourist Rooming House License:

- i. Completed City of Lake Geneva Tourist Rooming House Application, which includes the property owner name, address, and phone number; the designated operator's name, address, and phone number; the period of operation of up to 180 days in a calendar year, which must be consecutive;
- ii. A current floor plan for the Tourist Rooming House at a minimum scale of one-inch equals 4 feet, and Site Plan of the property at a minimum scale of one inch equals ten feet showing on-site parking spaces and trash storage areas;
- iii. General Building Code Inspection by City, and submittal of Official Building Code Inspection Report with no outstanding compliance orders remaining;
- iv. Fire Code Inspection by City, and submittal of Official Fire Code Inspection Report with no outstanding compliance orders remaining;
- v. Proof of valid property and liability insurance for the dwelling unit;
- vi. State of Wisconsin Tourist Rental House License;
- vii. Seller's Permit issued by the Wisconsin Department of Revenue;
- viii. City of Lake Geneva Room Tax Permit; and
- ix. Payment of an Administrative Fee, set annually by the City Board, to cover the costs to the City of administering the above.

The City of Lake Geneva Tourist Rooming House License shall be issued with the completion of the above requirements.

c. Property Management Requirements:

Each Tourist Rooming House shall be managed consistent with the following requirements:

- i. The total number of days of operation within any calendar year shall not exceed 180 days, which must be consecutive. This Period of Tourist Rooming House Operation shall be specified by the property owner in the required annual Lake Geneva Tourist Rooming House Application.
- ii. The Minimum Rental Period shall be a minimum of seven consecutive days by anyone party.
- iii. The Maximum Rental Period shall be no more than 180 consecutive days by anyone party.

- iv. Similar facilities in which single-family detached homes are available for less than seven days, more than 180 days, or throughout the year, are a different land use that falls within the Indoor Commercial Lodging land use category.
- v. The Maximum Number of Occupants shall not exceed the total number licensed by the State of Wisconsin or two per bedroom plus two additional occupants, whichever is less.
- vi. The Tourist Rooming House shall be operated by the property owner or by a property manager explicitly designated in the valid Lake Geneva Tourist Rooming House Application as the "Designated Operator".
- vii. The property owner's and the Designated Operator's names, addresses, and 24-hour phone numbers shall be provided in the City of Lake Geneva Tourist Rooming House Application and shall be updated within 24 hours upon any change in the property manager or the property manager contact information.
- viii. The Designated Operator must reside within, or have their business located within, 25 miles of the Tourist Rooming House parcel.
- ix. The Designated Operator must be available by phone 24 hours, seven days a week, during the period of operation designated in the Lake Geneva Tourist Rooming House Application.
- x. Each tourist rooming house shall provide and maintain a Guest Register and shall require all guests to register their true names and addresses before allowing occupancy. The Guest Register shall be kept intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.
- xi. Each tourist rooming house shall maintain the following written Business Record for each rental of the tourist rooming house: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of seven consecutive days), and the monetary amount or consideration paid for the rental. The Business Record shall be kept intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.

d. Property Operational Requirements:

Each Tourist Rooming House shall be operated per the following requirements:

- i. The "Requirements for Tourist Rooming House Guests" form provided by the City of Lake Geneva to summarize City requirements for Tourist Rooming Houses, and the Site Plan for the subject property clearly depicting guest parking spaces and the rear yard, shall be posted on the inside of the front door of each tourist rooming house throughout its period of operation.
- ii. Parking Requirements:
 - [a] A minimum of two off-street parking spaces shall be provided on the subject property for each Tourist Rooming House. If the Tourist Rooming House provides three or more bedrooms, an additional on-site parking space is required for each additional bedroom over two.
 - [b] All guest parking for vehicles and trailers shall be within a parking space designated on the Site Plan, on an area paved with concrete or asphalt.
 - [c] All guest vehicles and trailers may only park on-site. Street parking for guests is not permitted.
 - [d] No parking is permitted on gravel, lawn, or planter bed areas.
- iii. Site Appearance Requirements:
 - [a] Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as a Tourist Rooming House visible on the exterior of the subject property.
 - [b] No exterior sign age related to the Tourist Rooming House is permitted, other than the property address.
 - [c] No outdoor storage related to the Tourist Rooming House land use is permitted, except for typical residential recreational equipment, seating, and outdoor cooking facilities which are permitted only within the rear yard.
 - [d] No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.

iv. Neighborhood Impact Requirements:

[a] No outdoor activity shall occur between the hours of 10:00 p.m. and 7:00 a.m.

[b] At all times, no noise, lighting, odor or other impacts from the subject property shall be detectable at the property line at levels exceeding the requirements of Article VII of the Lake Geneva Zoning Ordinance.

[c] No vehicular traffic shall be generated by the Tourist Rooming House at levels exceeding those typical for a detached single-family dwelling unit.

v. Tourist Rooming House Advertising:

[a] No outdoor advertising is allowed on the subject property.

[b] The Tourist Rooming House shall not be advertised for availability in any form of media unless the required City of Lake Geneva Tourist Rooming House License has been issued.

e. Penalties and License Revocation

i. Violations of the requirements for Tourist Rooming Houses, the provisions of the Tourist Rooming House License, and all other the requirements of the Zoning Ordinance are subject to separate daily fines per Section 98-936. Violations will be issued to, and will be the responsibility of, the property owner.

ii. The Annual Tourist Rooming House License may be revoked for more than two violations of the requirements of the License, the requirements specific to Tourist Rooming Houses, the License, or the remainder of Zoning Code.

3. That Sections 98-105(1)(a)2.c.1), 98-105(2)(a)2.c.1)98-105(2)(b)2.c.1)98-105(2)(c)2.c.1)98-105(2)(d)2.c.1) 98-105(2)(e)2.c.1)98-105(2)(f)2.c.1)98-105(3)(a)2.c.1)98-105(3)(b)2.c.1)98-105(3)(c)2.c.1)98-105(3)(d)2.c.1) 98-105(3)(e)2.c.1)98-105(3)(f)2.c.1)98-105(3)(g)2.c.1)98-105(3)(h)2.c.1)98-105(3)(i)2.c.1)98-105(3)(j)2.c.1)98-105(1)(a)2.c.1) of Chapter 98: Zoning Ordinance of the City of Lake Geneva Zoning Ordinance are amended by adding the following permitted use:
Tourist Rooming House (see Section 98-206(8))

3. That Table 98-203(8) Table of Land Uses of Section 98-203 Table of Land Uses is amended by adding the following row (y) to said Table:

p	p	p	p	p	p	p	p	p	p	p	p	P	p	p	p	p	P	(y) Tourist Rooming House
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---------------------------

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

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this _____ day of , 2018.

TOM HARTZ, Mayor

Attest:

LANA KROPF, City Clerk

First Reading: 05/14/2018
 Second Reading: 05/29/2018
 Adoption: 05/29/2018
 Published:

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

CITY OF LAKE GENEVA

FIREWORKS APPLICATION



\$50.00 Fee

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

Applicant: Spielbauer Fireworks Co. Phone: _____

Group / Agency sponsoring fireworks display (*An individual cannot be issued a permit*):
Event in conjunction with the Riviera Ballroom

Address of group/agency sponsoring fireworks display (NO P.O. Box):
812 Wrigley Dr. Lake Geneva, WI 53147

Street Address	City	State	Zip
<u>812 Wrigley Dr.</u>	<u>Lake Geneva</u>	<u>WI</u>	<u>53147</u>

Name of Fireworks Company performing display: Spielbauer Fireworks Co.

Address of Firework Company performing display (NO P.O. Box):
1976 Lane Rd. Green Bay WI 54311

Street Address	City	State	Zip
<u>1976 Lane Rd.</u>	<u>Green Bay</u>	<u>WI</u>	<u>54311</u>

Date/Time of authorized possession and use: 5/19/2018 at 9PM

SPECIFIC LOCAL REQUIREMENTS

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

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

RELEASE OF LIABILITY

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



DATE: 4-30-18

APPLICANT SIGNATURE

For Office Use Only

Amount Paid and Receipt Number \$ _____	Date Received _____
Check Number _____	GLLEA Approval (if applicable) _____
Police Chief Approval _____	Fire Chief Approval _____
Entered into RMS _____	Fire Engine Standby Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Sent to Council _____	Permit Issued by _____
Mayor Signature _____	Date Issued _____



FOR EMERGENCY RESPONSE INFORMATION CALL CHEMTEL
 1-800-255-3924 (N.A.) +01 813 248 0585 (INTL.) CHEMTEL CONTRACT NO. MIS0005871

SPIELBAUER FIREWORKS CO., INC.

FEL# 3-WI-009-51-5A-00049

DISTRIBUTOR & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

Office:

1976 Lane Road
 Green Bay, WI 54311

FEL#: 3-WI-009-51-5A-00049

Factory & Warehouses:
 Bellevue

Racks _____

Mortars _____

Cartons _____

**Fireworks For All
 Occasions**

Sold To Jackie Gemein

Ship To Attn: Jackie Gemein

Lake Zurich IL 60047

Ship Info Display

Packed & Magazined _____

Acquisition Date _____

Display Date 5/19/2018

Terms Balance Due

Qty	Product Name	Part #	HC	HM	EX #	D/S Cd
	Fireworks - 1.3G UN0335					

Opening

<input type="checkbox"/>	1	2.5 inch 36 Shot Assorted Ring Box - Lidu	L-LDD217	1.3G	X	2002040 097	1-1-18
<input type="checkbox"/>	2	48 Shot Fresh Mines and Silver Crackling Stars Carpet On Water Cake - Lidu	L-LDA513	1.3G	X	20121110 39	1-1-18

Additional Special Break Shells

3 inch

<input type="checkbox"/>	40	Assorted Import Special Break Shell w/ Rising Tail - Sunny	3S-09AS103A	1.3G	X	2013050 782, 2013080 444, 2012090 664, 20121110 01, 20121105 94	1-15-18
--------------------------	----	--	-------------	------	---	--	---------

Total 40

Midlevel Display

<input type="checkbox"/>	1	150 Shot Fan Flighted Brocade Crown Crossette Box - Lidu	L-LDA222	1.3G	X	2002040 093	1-1-18
<input type="checkbox"/>	1	40 Shot Fan Blue Peony & Brocade Crown Mines Cake - Lidu	L-LDA028	1.3G	X	2002040 093	1-1-18
<input type="checkbox"/>	1	300 Shot Assorted Stars w/ Whistling Crackling Box - Lidu	L-LDC187-300	1.3G	X	2001020 096	1-1-18
<input type="checkbox"/>	1	250 Shot Fan Brocade Crown Box - Lidu	L-LDA079	1.3G	X	2002040 093	1-1-18
<input type="checkbox"/>	1	300 Shot Fan Red, White, Blue Mines & Peony Box - Lidu	L-LDA088	1.3G	X	2002040 093	1-1-18

SPIELBAUER FIREWORKS CO., INC.

Jackie Gemein

Qty	Product Name	Part #	HC	HM	EX #	D/S Cd
Grand Finale						
<input type="checkbox"/>	1 3 inch 25 Shot Blue & Gold Strobe Box - Sunny	S-B117	1.3G	X	2002040 190	3-3-17
<input type="checkbox"/>	1 150 Shot Happy Stars Box - Lidu	L-LDC108-150	1.3G	X	2015070 368	1-1-18
<input type="checkbox"/>	1 200 Shot Flash Flowers Box - Sunny	S-B104	1.3G	X	9001054 -6	2-26-17
<input type="checkbox"/>	1 2 inch 50 Shot Multi Color Peony Finale w/Silver Tail Box - Lidu	L-LDD110	1.3G	X	2002040 097	1-1-18

Firing Equipment

<input type="checkbox"/>	60 E-Match (15') - MJG	MJG-15J	1.4G	X	20130211 07	4-11-18
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Shot off our Pontoon off of Riviera Ballroom



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2018

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

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

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	Michelle Kugler	
		PHONE (A/C, No, Ext):	727-547-3070	FAX (A/C, No):
		E-MAIL ADDRESS:	mkugler@alliedspecialty.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : T.H.E. Insurance Company		12866
INSURED	SPIELBAUER FIREWORKS CO, INC. MIGHTY-MITE MARKETING 1976 LANE ROAD GREEN BAY WI 54311	INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP0102783-06	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0102783-06	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: 5/19/2018 Rain Date: None Location: off the shore of Riviera Ballroom
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
City of Lake Geneva, Lake Geneva Fire Department, Riviera Ballroom

The above Commercial General Liability policy affords P&I, bodily injury & property damage liability coverage arising directly from a fireworks display, however, no Marine, Hull & Machinery or Pollution Liability coverage is afforded under this CGL policy arising from the use of any barge, docks, piers, wharves or floating platforms.

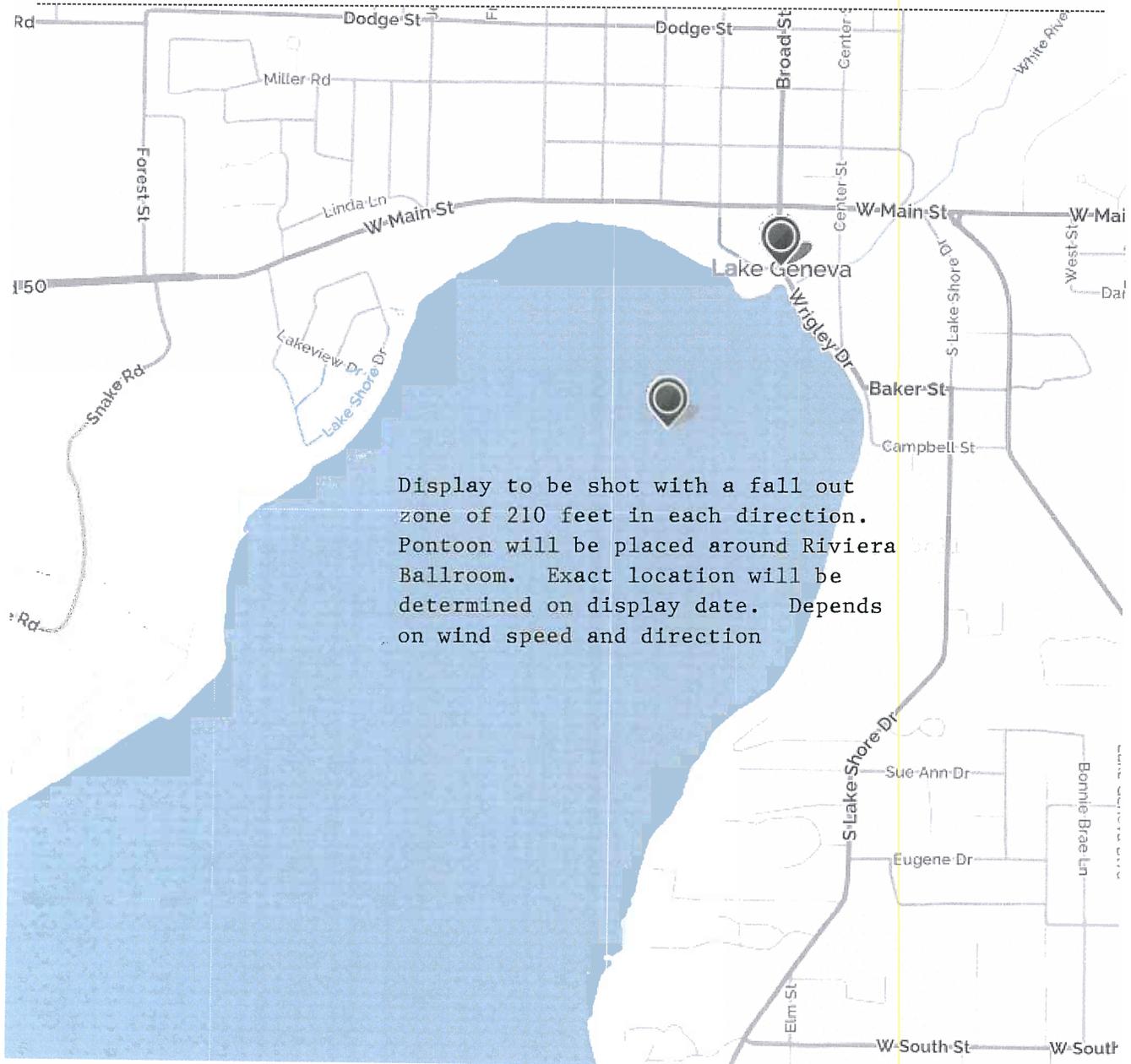
CERTIFICATE HOLDER Jackie Gemein 1584 Coral Reef Way Lake Zurich, IL 60047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carol A. Serra</i>
--	---

Search Results for "Lake Geneva, WI"



page 1 of 1

- 1. Lake Geneva
Lake Geneva, WI



Book a hotel tonight and save with some great deals!
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Car trouble mid-trip? MapQuest Roadside Assistance is here:
(1-888-461-3625)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF License Permit
Correspondence To ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431
Number **3-WI-009-51-1A-00049**

Chief, Federal Explosives Licensing Center (FELC)
Christopher R. Reers
Expiration Date **January 1, 2021**

Name
SPIELBAUER FIREWORKS CO., INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**1976 LANE ROAD
GREEN BAY, WI 54311-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement: The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."
Mailing Address (Changes? Notify the FELC of any changes.)
**SPIELBAUER FIREWORKS CO, INC
1976 LANE ROAD
GREEN BAY, WI 54311-**

Patrick W. Spielbauer
Licensee/Permittee Responsible Person Signature
Patrick W. Spielbauer
Printed Name

President
Position/Title
1/17/2018
Date

Previous Edition is Obsolete SPIELBAUER FIREWORKS CO., INC:1976 LANE ROAD:54311:3-WI-009-51-1A-00049:January 1, 2021:51-IMPORTER OF EXPLOSIVES

ATF Form 5400 14/5400 15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: **SPIELBAUER FIREWORKS CO, INC**
Business Name:
License/Permit Number: **3-WI-009-51-1A-00049**
License/Permit Type: **51-IMPORTER OF EXPLOSIVES**
Expiration: **January 1, 2021**
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Resolution 18-R35

WHEREAS, the City of Lake Geneva received insurance proceeds in the amount of \$15,471.00 in 2017 for damages to playground equipment at Veterans Park, and,

WHEREAS, the Parks Committee had \$0 in the Designated Fund Balance-Parks account as of 1/1/18, and

WHEREAS, the Parks Committee spent \$0 of these insurance proceeds monies in 2017 and therefore, the 1/1/18 balance for this account should be adjusted to \$15,471.00, and

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

Increase Acct # 11 00-00-3441, Designated Fund Balance-Parks, by \$15,471.00

Decrease Acct # 11 00-00-3480, Undesignated Fund Balance, by \$15,471.00

Adopted this 14th day of May, 2018

APPROVED:

Tom Hartz, Mayor

ATTEST:

Lana Kropf, City Clerk

Resolution 18-R36

WHEREAS, the Common Council approved the 2018 operating budget for the General Fund, and

WHEREAS, it has been determined that certain delinquent personal property tax accounts from 2011-2015 have balances that should be written off with the agreement of the City Administrator, and

WHEREAS, it is the desire to have the City's accounts be current to properly reflect the financial status of the city in accordance with Generally Accepted Accounting Principles,

BE IT THEREFORE RESOLVED, that the Common Council approve this resolution to write off \$2,783.52 in the fiscal year 2018 for the delinquent personal property taxes as included in the attached schedule.

Adopted this 14th day of May, 2018.

APPROVED:

Tom Hartz, Mayor

ATTEST:

Lana Kropf, City Clerk

TO (OWNER): City of Lake Geneva
626 Geneva St.
Lake Geneva, WI 53147

PROJECT: Flat Iron Park Bathroom Reno
201 Wrigley Dr
Lake Geneva, WI 53147

APPLICATION NO: 3
PERIOD TO: 4/30/2018

FROM (CONTRACTOR): Glen Fern Construction, LLC
705 Madison St. #101
Lake Geneva, WI 53147

VIA (ARCHITECT): McCormack & Elten Architects
400 Broad St.
Lake Geneva, WI 53147

ARCHITECT'S PROJECT NO: 1023

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR: General Contractor **CONTRACT DATE:** 1/18/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	157,907.00
2. Net Change by Change Orders	\$	10,034.52
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	167,941.52
4. TOTAL COMPLETED AND STORED TO DATE	\$	165,508.70
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	8,275.36
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	8,275.36
6. TOTAL EARNED LESS RETAINAGE	\$	157,233.34
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	103,459.67
8. CURRENT PAYMENT DUE	\$	53,773.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	10,708.18

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Glen Fern Construction, LLC
705 Madison St. #101 Lake Geneva, WI 53147

By:  **Date:** 4/29/2018
Gregory E. Odden / Owner

State of: WI
County of: Walworth

Subscribed and Sworn to before me this 29th Day of April 20 18

Notary Public: 
My Commission Expires: August 18, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ **53,773.67**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  **Date:** 4.30.18
DPW

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	10,034.52	0.00
TOTALS	10,034.52	0.00
NET CHANGES by Change Order	10,034.52	

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Lake Geneva
626 Geneva St.
Lake Geneva, WI 53147

PROJECT: Flat Iron Park Bathroom Reno
201 Wrigley Dr
Lake Geneva, WI 53147

APPLICATION NO: 3
PERIOD TO: 4/30/2018

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Glen Fern Construction, LLC
705 Madison St. #101
Lake Geneva, WI 53147

VIA (ARCHITECT): McCormack & Etten Architects
400 Broad St.
Lake Geneva, WI 53147

ARCHITECT'S PROJECT NO: 1023

CONTRACT FOR: General Contractor **CONTRACT DATE:** 1/18/2018

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	4,369.00	3,075.00	1,294.00	0.00	4,369.00	100.00	0.00	218.45
2	Demolition	9,400.00	9,400.00	0.00	0.00	9,400.00	100.00	0.00	470.00
3	Concrete	2,980.00	2,980.00	0.00	0.00	2,980.00	100.00	0.00	149.00
4	Masonry	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00	0.00	370.00
5	Carpentry	9,100.00	6,350.00	2,100.00	0.00	8,450.00	92.86	650.00	422.50
6	Casework	6,850.00	500.00	6,350.00	0.00	6,850.00	100.00	0.00	342.50
7	Doors & Hardware	2,810.00	1,800.00	1,010.00	0.00	2,810.00	100.00	0.00	140.50
8	Gypsum Board	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00	0.00	265.00
9	Hard Tile	6,500.00	5,100.00	1,400.00	0.00	6,500.00	100.00	0.00	325.00
10	Painting	3,735.00	2,000.00	1,735.00	0.00	3,735.00	100.00	0.00	186.75
11	Toilet Accessories	3,590.00	0.00	3,590.00	0.00	3,590.00	100.00	0.00	179.50
12	Toilet Partitions	4,750.00	0.00	4,750.00	0.00	4,750.00	100.00	0.00	237.50
13	Plumbing	28,026.00	20,500.00	7,526.00	0.00	28,026.00	100.00	0.00	1,401.30
14	HVAC	30,100.00	24,000.00	6,100.00	0.00	30,100.00	100.00	0.00	1,505.00
15	Electrical	16,650.00	10,300.00	6,350.00	0.00	16,650.00	100.00	0.00	832.50
16	Bond Fee	4,737.00	4,737.00	0.00	0.00	4,737.00	100.00	0.00	236.85
17	General Contractor Fee	11,610.00	7,913.02	3,348.68	0.00	11,261.70	97.00	348.30	563.01
18	Change Orderr #1	10,034.52	0.00	8,600.00	0.00	8,600.00	85.70	1,434.52	430.00

REPORT TOTALS **\$167,941.52** **\$111,355.02** **\$54,153.68** **\$0.00** **\$165,508.70** **98.55** **\$2,432.82** **\$8,275.36**

WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

PROJECT: **Flat Iron Park Visitors Center**
201 Wrigley Drive
Lake Geneva, WI 53147

ARCHITECTS PROJECT NUMBER **1023**

CONTRACT FOR: **General Contractor**

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

CONTRACT DATED: **1/18/18**

WAIVER DATED: **4/29/18**

STATE OF: **Wisconsin**

COUNTY OF: **Walworth**

Waiver of lien rights is made for (select one):

The following Work:
(Describe)

All work as described on draw #3 dated 4/29/18

All Work to date of this Waiver.

All past and future Work, including all labor performed and/or material furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

N/A

(Attach additional sheet if more space is required)



CONTRACTOR (name & address): **Glen Fern Construction, LLC**
705 Madison St. #101
Lake Geneva, WI 53147

By: 
(Signature of authorized representative)

Gregory E. Odden, Principal Owner

(Printed name and title)

Subscribed (or affirmed) before me on this 29 day of April, 20 18

Notary Public: 

My Commission Expires: August 18, 2018

§779.05 Waivers of Lien, provides, in part, "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor and materials furnished or to be furnished by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor and materials. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the work or material to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

City of Lake Geneva
Finance, License, & Regulation Committee
May 8, 2018

Prepaid Checks

4/16/18 - 5/4/18

Total:
\$29,415.06

Checks over \$5,000:

\$	17,143.68	Federal Signal Corp - Sirens, Antenna
\$	5,327.67	Baker & Taylor - Library items
\$	-	
\$	-	
\$	-	

DATE: 05/04/2018
 TIME: 13:30:55
 ID: AP450000.WOW

CITY OF LAKE GENEVA
 PAID INVOICE LISTING

Depaid

FROM 04/25/2018 TO 05/04/2018

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
LAKESI	LAKESIDE	INTERNATIONAL LLC							
	2160859P	01 OIL HOSE-TRK #25	1132105351	01/24/18		67495	05/02/18	0.00	62.61 62.61
	2161628P	01 LAMP SEAL	1132125351	02/01/18		67495	05/02/18	0.00	41.24 41.24
	2161869P	01 AIR PRESSURE SWITCH	1132105351	02/05/18		67495	05/02/18	0.00	31.18 31.18
	2162253P	01 TRANS FLUID-TRUCKS	1132105351	02/08/18		67495	05/02/18	0.00	147.96 147.96
	2162254P	01 BELTS-TRK #27	1132105351	02/08/18		67495	05/02/18	0.00	81.76 81.76
	CM21570009P	01 CORE RETURN	1132105351	12/14/17		67495	05/02/18	0.00	-364.75 -364.75
								VENDOR TOTAL:	0.00
MUTUA	MUTUAL OF OMAHA								
	RE050218	01 CEM DISABILITY-MAY	4800005137	04/19/18		67496	05/02/18	1,278.96	1,278.96 29.16 16.81 169.25 56.63 568.95 210.41 154.50 73.25
		02 PKG DISABILITY-MAY	4234505137						
		03 CH DISABILITY-MAY	1110205134						
		04 LIB DISABILITY-MAY	9900005137						
		05 PD DISABILITY-MAY	1110205134						
		11 STR DISABILITY-MAY	1110205134						
		12 UTIL DISABILITY-MAY	1100001634						
		13 WWTF DISABILITY-MAY	1100001634						
								VENDOR TOTAL:	1,278.96
PCP	PETTY CASH - POLICE DEPT								
	PETTY CASH-4/18								
	01 USPS		1121005312	04/26/18		67487	04/26/18	58.20	58.20 58.20
								VENDOR TOTAL:	58.20
T0001646	KIMBERLY MORRIS								
	REFUND								
	01 PARKING TICKET REFUND		4234504634	04/25/18		67488	04/26/18	6.00	6.00 6.00
								VENDOR TOTAL:	6.00

**City of Lake Geneva
Finance, License, & Regulation Committee
May 8, 2018**

Accounts Payable

	<u>Fund #</u>	
1. General Fund	11	\$ 153,052.86
2. Debt Service	20	\$ -
3. TID #4	34	\$ -
4. Lakefront	40	\$ 12,620.01
5. Capital Projects	52	\$ 84,238.42
6. Parking	42	\$ 657.42
7. Cemetery	48	\$ 279.62
8. Equipment Replacement	50	\$ 23,168.83
9. Library Fund	99	\$ 4,217.74
10. Impact Fees	45	\$ 7,110.00
11. Tourism Commission	47	\$ -
Total All Funds		<u><u>\$285,344.90</u></u>

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

**FINANCE, LICENSE, & REGULATION COMMITTEE
5/8/2018**

TOTAL UNPAID ACCOUNTS PAYABLE **\$ 285,344.90**

ITEMS > \$5,000

Kapur & Associates - Feb/Mar Engineering	\$ 55,208.54
Glen Fern Construction - Flat Iron Park Restroom Remodel (Draw 3)	\$ 53,773.67
Lake Geneva Convention & Visitors Bureau - 2nd Quarter 2018 Payment	\$ 25,000.00
YMCA - May/June Payment	\$ 9,000.00
General Communications - Radios, Batteries, Antenna, Pagers	\$ 7,424.25
Lake Geneva Utility Commission - Impact fees	\$ 7,110.00
Vandewalle & Associates - April Planning	\$ 6,343.01
Down to Earth Contractors - Library Park Storm Drain	\$ 6,250.00
Kiesler's Police Supply - Guns	\$ 6,070.22
Supply Corporation - Trash Bags, Parks Supplies	\$ 5,839.89
Nyquist Engineering - 1st Quarter IT Services	\$ 5,714.20
Knox Company - Knox Vaults	\$ 5,594.00
Four Seasons Flooring - Carpet / Police Department Break Room, Lobby	\$ 5,370.14
Geneva Lake Environmental Agency - May Payment	\$ 5,000.00
 Balance of Other Items	 \$ 81,646.98

INVOICES DUE ON/BEFORE 05/15/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
A+ GRAPHICS & PRINTING							
18612	04/20/18	01	METER INSTRUCTION CARDS	4234505310		05/15/18	188.50
						INVOICE TOTAL:	188.50
18626	04/20/18	01	OPEN REC-WHITE RVR HOLDINGS	1110005399		05/15/18	33.00
						INVOICE TOTAL:	33.00
						VENDOR TOTAL:	221.50
ACL SERVICES LLC							
X670-201803-0	04/03/18	01	BLOOD DRAWS	1121005380		05/15/18	69.00
						INVOICE TOTAL:	69.00
						VENDOR TOTAL:	69.00
ACTIVE911 INC							
14144	04/17/18	01	911 MESSAGE SYSTEM-2018	1122005262		05/15/18	470.00
						INVOICE TOTAL:	470.00
						VENDOR TOTAL:	470.00
ADVANCE AUTO PARTS							
7193811456345	04/24/18	01	OIL,FILTER	4800005351		05/15/18	30.97
						INVOICE TOTAL:	30.97
7193811556388	04/25/18	01	OIL,FILTERS	4800005351		05/15/18	46.95
						INVOICE TOTAL:	46.95
						VENDOR TOTAL:	77.92
AMAZON							
4308-4/18	10/18/04	01	FORKS	1116105310		05/15/18	14.01
						INVOICE TOTAL:	14.01
						VENDOR TOTAL:	14.01
AMY'S SHIPPING EMPORIUM							

INVOICES DUE ON/BEFORE 05/15/2018

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

AMYS	AMY'S SHIPPING EMPORIUM						
14989	03/02/18	01	UPS-LAB SERVICES	1122005312		05/15/18	15.21
						INVOICE TOTAL:	15.21
15345	03/26/18	01	UPS-MALEK	1122005312		05/15/18	10.37
						INVOICE TOTAL:	10.37
15466	03/30/18	01	UPS-ELEVATED SAFETY	1122005312		05/15/18	11.04
						INVOICE TOTAL:	11.04
15561	04/05/18	01	UPS-PB ELECTRONICS	1121005312		05/15/18	11.65
						INVOICE TOTAL:	11.65
3/18	03/31/18	01	17619-LAWRENCE FACTOR	1122005312		05/15/18	15.21
		02	17669-KUSSMAUL ELEC	1122005312			14.00
		03	18071-GENERAL COMM	1122005312			10.02
		04	18115-MALEK & ASSOC	1122005312			10.37
		05	18261-ELEVATED SAFETY	1122005312			11.04
						INVOICE TOTAL:	60.64
3/18P	03/13/18	01	UPS-LA POLICE GEAR RETURNS	1121005312		05/15/18	41.99
						INVOICE TOTAL:	41.99
						VENDOR TOTAL:	150.90
ARROW	ARROW PEST CONTROL INC						
75583	04/23/18	01	PEST CONTROL-MAY	1116105360		05/15/18	55.00
						INVOICE TOTAL:	55.00
						VENDOR TOTAL:	55.00
AT&T81	AT&T						
RE050418	05/12/18	01	262 R42-8188 663 1 CITYHALL	1116105221		05/15/18	302.01
		02	262 R42-8188 663 1-POLICE	1121005221			302.01
		03	262 R42-8188 663 1-COURT	1112005221			33.56

INVOICES DUE ON/BEFORE 05/15/2018

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

AT&T81	AT&T						
RE050418	05/12/18	04	262 R42-8188 663 1-METER	4234505221		05/15/18	33.55
		06	262 248-2264 368 9-FIRE DEPT	1122005221			233.07
		07	262 248-4567 367 1-911 MODEM	1121005221			127.69
		08	262 248-4715 125 4-CITY HALL	1116105221			187.74
		10	262 248-4913 601 4-STR FAX/DSL	1132105221			136.10
		12	262 249-5299 313 5-6 LIB LINES	9900005221			138.24
		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
		17	262 249-5299 313 5-LOWER RIV	4055205221			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			69.12
		21	262 248-6837 457 9-POL 911 CON	1121005221			79.89
						INVOICE TOTAL:	1,873.41
						VENDOR TOTAL:	1,873.41
ATC	AMERICAN TEST CENTER						
2180878	03/28/18	01	ANNUAL LADDER INSPECTION	1122005820		05/15/18	1,715.00
						INVOICE TOTAL:	1,715.00
						VENDOR TOTAL:	1,715.00
AUROL	AURORA HEALTH CARE						
360	04/23/18	01	PHARMACY CHARGES	1122005810		05/15/18	1,543.00
						INVOICE TOTAL:	1,543.00
						VENDOR TOTAL:	1,543.00
AUTOM	AUTOMATED PARKING TECHNOLOGIES						
180545	03/26/18	01	USB DATA KEY	4234505250		05/15/18	130.00
						INVOICE TOTAL:	130.00
						VENDOR TOTAL:	130.00

INVOICES DUE ON/BEFORE 05/15/2018

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

AUTOT	AUTO TECH CENTERS INC						
285945	03/27/18	01	TIRES-SQ#1,AMB#1	1122005351		05/15/18	1,621.24
						INVOICE TOTAL:	1,621.24
						VENDOR TOTAL:	1,621.24
AXON	AXON ENTERPRISE, INC						
SI-1531454	04/13/18	01	TASER BATTERIES/CARTRIDGES	1121005410		05/15/18	588.00
						INVOICE TOTAL:	588.00
						VENDOR TOTAL:	588.00
BATZN	BATZNER PEST CONTROL						
2451101	04/25/18	01	PEST CONTROL-APR	4055205360		05/15/18	108.00
						INVOICE TOTAL:	108.00
						VENDOR TOTAL:	108.00
BAYSC	BAYSCAN TECHNOLOGIES						
56360	04/19/18	01	THERMAL RECEIPT PAPER	9900005511		05/15/18	344.00
						INVOICE TOTAL:	344.00
						VENDOR TOTAL:	344.00
BESTT	BEST STAMPS						
355802	04/03/18	01	DATE STAMP	1112005310		05/15/18	51.70
						INVOICE TOTAL:	51.70
						VENDOR TOTAL:	51.70
BOUND	BOUND TREE MEDICAL LLC						
82797412	03/08/18	01	CPR BARRIER,FACE SHIELDS	1122005610		05/15/18	114.50
						INVOICE TOTAL:	114.50
82797413	03/08/18	01	EMS SUP/ELECTRODE PADS	1122005810		05/15/18	200.70
						INVOICE TOTAL:	200.70

INVOICES DUE ON/BEFORE 05/15/2018

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

BOUND	BOUND TREE MEDICAL LLC						
82806547	03/15/18	01	LARYNGOSCOPE,ETC	1122005810		05/15/18	568.10
						INVOICE TOTAL:	568.10
82814974	03/23/18	01	LARYNGOSCOPES,EMS SUPPLIES	1122005810		05/15/18	18.87
						INVOICE TOTAL:	18.87
82814975	03/23/18	01	TRACHEAL TUBES,EMERG KITS	1122005810		05/15/18	1,051.73
						INVOICE TOTAL:	1,051.73
82820192	03/28/18	01	STETHOSCOPE,SPHYG METER	1122005810		05/15/18	147.35
						INVOICE TOTAL:	147.35
82820193	03/28/18	01	EMS BAGS	5022005800		05/15/18	163.98
						INVOICE TOTAL:	163.98
82821781	03/29/18	01	KETAMINE	1122005810		05/15/18	747.98
						INVOICE TOTAL:	747.98
82825063	04/02/18	01	SYRINGES	1122005810		05/15/18	29.79
						INVOICE TOTAL:	29.79
82827874	04/04/18	01	HAND SANITIZER	1122005810		05/15/18	11.70
						INVOICE TOTAL:	11.70
82829475	04/18/04	01	MAD DEVICE,O2 TUBING,LOCK	1122005810		05/15/18	131.89
						INVOICE TOTAL:	131.89
82830913	04/06/18	01	AIRWAY KITS,BVM	1122005810		05/15/18	264.97
						INVOICE TOTAL:	264.97
82832043	04/09/18	01	LANCETS,PROT KITS	1122005810		05/15/18	86.02
						INVOICE TOTAL:	86.02
82837426	04/13/18	01	DIABETIC CASE	5022005800		05/15/18	25.77
						INVOICE TOTAL:	25.77

INVOICES DUE ON/BEFORE 05/15/2018

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

BOUND	BOUND TREE MEDICAL LLC						
82837427	04/13/18	01	BATTERIES	1122005810		05/15/18	74.49
						INVOICE TOTAL:	74.49
82839884	04/17/18	01	EMS BAG REPLACEMENT	5022005800		05/15/18	384.97
						INVOICE TOTAL:	384.97
82841311	04/18/18	01	AIRWAY KIT	1122005810		05/15/18	109.32
						INVOICE TOTAL:	109.32
82843847	04/20/18	01	NEBULIZER MASKS	1122005810		05/15/18	113.54
						INVOICE TOTAL:	113.54
82847529	04/25/18	01	EMS BAG REPLACEMENTS	5022005800		05/15/18	565.98
						INVOICE TOTAL:	565.98
						VENDOR TOTAL:	4,811.65
BREEZY	BREEZY HILL NURSERY						
I-212997	04/26/18	01	ARBOR DAY TREE	1132135346		05/15/18	195.00
						INVOICE TOTAL:	195.00
I-213116	05/01/18	01	TOPSOIL-3 YDS	1152005352		05/15/18	72.00
						INVOICE TOTAL:	72.00
POSO323134	05/01/18	01	TOPSOIL-3 YDS	1152005352		05/15/18	84.00
						INVOICE TOTAL:	84.00
						VENDOR TOTAL:	351.00
BRUCE	BRUCE EQUIPMENT INC						
P06710	04/30/18	01	SNOW BLOWER SCRAPER BLADE	1132125351		05/15/18	524.11
						INVOICE TOTAL:	524.11
						VENDOR TOTAL:	524.11
BSL	BADGER STATE INDUSTRIES						

INVOICES DUE ON/BEFORE 05/15/2018

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

BSL	BADGER STATE INDUSTRIES						
306-174836	03/30/18	01	CAN LINERS	9900005350		05/15/18	32.72
						INVOICE TOTAL:	32.72
306-174896	04/10/18	01	PAPER TOWELS,TP	1151105240		05/15/18	45.68
		02	PAPER TOWELS,TP	1122005350			45.94
		03	PAPER TOWELS,TP,LINERS	1116105350			168.14
						INVOICE TOTAL:	259.76
						VENDOR TOTAL:	292.48
BUMPB	BUMPER TO BUMPER AUTO PARTS						
1-341132	04/19/18	01	HYDRAULIC FITTINGS	1132105351		05/15/18	133.86
						INVOICE TOTAL:	133.86
						VENDOR TOTAL:	133.86
BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-382832	02/04/18	01	BATTERY CORE CREDIT	1121005361		05/15/18	-16.00
						INVOICE TOTAL:	-16.00
662-385802	03/28/18	01	MINI LAMP	1121005361		05/15/18	2.29
						INVOICE TOTAL:	2.29
662-385951	03/31/18	01	POWER PLUG,USB	5022005800		05/15/18	13.18
						INVOICE TOTAL:	13.18
662-385996	04/02/18	01	MINI LAMP	1121005361		05/15/18	2.79
						INVOICE TOTAL:	2.79
662-386851	04/18/18	01	HOSE CONNECTOR-TRK #15	1132125250		05/15/18	11.99
						INVOICE TOTAL:	11.99
662-386935	04/19/18	01	HEADLIGHTS-TRK #23	1132105351		05/15/18	12.90
						INVOICE TOTAL:	12.90

INVOICES DUE ON/BEFORE 05/15/2018

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

BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-387200	04/24/18	01	GLASS FUSE	1121005361		05/15/18	1.49
						INVOICE TOTAL:	1.49
662-387643	05/01/18	01	PLUG,FILTER-WEED SPRAYER	1132105351		05/15/18	8.28
						INVOICE TOTAL:	8.28
						VENDOR TOTAL:	36.92
CDW	CDW GOVERNMENT INC						
MGX9252	04/03/18	01	ANTIVIRUS-SQUADS	1121005342		05/15/18	76.22
						INVOICE TOTAL:	76.22
						VENDOR TOTAL:	76.22
CHILDS	CRAIG D CHILDS, PHD SC						
2035	04/19/18	01	EVALS-ACADEMY SPNSRSHP	1121005411		05/15/18	500.00
						INVOICE TOTAL:	500.00
						VENDOR TOTAL:	500.00
CITYWA	CITY OF WAUWATOSA						
DUES-2018	03/05/18	01	ALPR DUES	1121005399		05/15/18	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
COMPL	COMPLETE OFFICE OF WISCONSIN						
297775	04/16/18	01	TONER-DETECTIVES	1121005310		05/15/18	84.75
						INVOICE TOTAL:	84.75
						VENDOR TOTAL:	84.75
CONSERV	CONSERV FS INC						
65051288	04/11/18	01	FERTILIZER-4000 LBS	1152005362		05/15/18	1,087.20
						INVOICE TOTAL:	1,087.20
						VENDOR TOTAL:	1,087.20

INVOICES DUE ON/BEFORE 05/15/2018

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

DELS	DEL'S SERVICE						
6529	04/28/18	01	TIRES-VAN #54	1132105250		05/15/18	312.00
						INVOICE TOTAL:	312.00
						VENDOR TOTAL:	312.00
DIREC	DIRECTPATH LLC						
AT39362	05/01/18	01	PATIENT CARE-MAY	1110205132		05/15/18	243.00
						INVOICE TOTAL:	243.00
						VENDOR TOTAL:	243.00
DOWN	DOWN TO EARTH CONTRACTORS INC						
6748	04/06/18	01	LIBRARY PARK STORM DRAIN	4332101701		05/15/18	6,250.00
						INVOICE TOTAL:	6,250.00
						VENDOR TOTAL:	6,250.00
DSPS	STATE OF WISCONSIN						
469736	04/26/18	01	BOILER PERMITS-4	1116105360		05/15/18	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
DUNN	DUNN LUMBER & TRUE VALUE						
715913	03/10/18	01	CABLE TIES	1122005340		05/15/18	3.89
		02	DISCOUNT	1100004819			-0.19
						INVOICE TOTAL:	3.70
716129	03/13/18	01	DECK SCREW	4800005350		05/15/18	5.99
						INVOICE TOTAL:	5.99
716142	05/01/18	01	TREATED DECKING	4800005350		05/15/18	11.39
						INVOICE TOTAL:	11.39
717667	05/01/18	01	AJAX	4800005350		05/15/18	1.69

INVOICES DUE ON/BEFORE 05/15/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
DUNN	DUNN LUMBER & TRUE VALUE						
717667	05/01/18	02	WIPER BLADE	4800005351		05/15/18	4.99
						INVOICE TOTAL:	6.68
718107	03/31/18	01	PLUGS,VELCRO-KNOT VAULTS	5022005800		05/15/18	13.98
		02	DISCOUNT	1100004819			-0.70
						INVOICE TOTAL:	13.28
719379	04/13/18	01	VOLT METER BATTERIES	4234505250		05/15/18	9.99
		02	DISCOUNT	1100004819			-0.50
						INVOICE TOTAL:	9.49
719545	04/16/18	01	TOWEL HOLDER,AJAX	1132105350		05/15/18	17.67
		02	DISCOUNT	1100004819			-0.88
						INVOICE TOTAL:	16.79
719678	04/17/18	01	KEY-RANGE LOCKER	1121005399		05/15/18	1.99
		02	DISCOUNT	1100004819			-0.10
						INVOICE TOTAL:	1.89
719750	04/18/18	01	NUTS,BOLTS	1132105351		05/15/18	12.96
		02	DISCOUNT	1100004819			-0.65
						INVOICE TOTAL:	12.31
719752	04/18/18	01	DISTILLED WATER,WIRE BRUSH	1132105351		05/15/18	8.47
		02	DISCOUNT	1100004819			-0.42
						INVOICE TOTAL:	8.05
719759	04/18/18	01	NUTS,BOLTS-RETURNED	1132105351		05/15/18	-7.16
		02	DISCOUNT	1100004819			-0.10
		03	NUTS,BOLTS	1132105351			9.16
						INVOICE TOTAL:	1.90
719850	04/19/18	01	LIGHT BULB,ICE MELT	4800005350		05/15/18	47.93
						INVOICE TOTAL:	47.93

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

DUNN	DUNN LUMBER & TRUE VALUE						
719863	04/19/18	01	ANCHOR KIT	1132105350		05/15/18	18.49
		02	DISCOUNT	1100004819			-0.92
						INVOICE TOTAL:	17.57
720089	04/21/18	01	RED/ORANGE MARKING PAINT	1122005350		05/15/18	5.79
		02	DISCOUNT	1100004819			-0.29
						INVOICE TOTAL:	5.50
720194	04/23/18	01	CAR WASH NOZZLE	1121005342		05/15/18	11.99
		02	DISCOUNT	1100004819			-0.60
						INVOICE TOTAL:	11.39
720223	04/23/18	01	COUPLING,PVC,ADAP-DUNN CONCESS	1152005350		05/15/18	27.10
		02	DISCOUNT	1100004819			-1.36
						INVOICE TOTAL:	25.74
720248	04/23/18	01	STORAGE HOOK	1152015340		05/15/18	5.29
		02	DISCOUNT	1100004819			-0.26
						INVOICE TOTAL:	5.03
720412	04/24/18	01	COUPLING,UTILITY KNIFE	1152005350		05/15/18	11.48
		02	DISCOUNT	1100004819			-0.57
						INVOICE TOTAL:	10.91
720458	04/24/18	01	SAND MIX	1152005350		05/15/18	4.99
						INVOICE TOTAL:	4.99
720648	04/26/18	01	PUMP SPRAYER	1152015952		05/15/18	5.36
		02	DISCOUNT	1100004819			-0.27
						INVOICE TOTAL:	5.09
720657	04/26/18	01	PVC PIPE	4800005362		05/15/18	7.77
						INVOICE TOTAL:	7.77
720821	04/27/18	01	CONCRETE-GARBAGE CAN BASES	1152005352		05/15/18	11.38
						INVOICE TOTAL:	11.38

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

DUNN	DUNN LUMBER & TRUE VALUE						
721044	04/30/18	01	BATTERIES	1134105261		05/15/18	13.99
		02	DISCOUNT	1100004819			-0.70
						INVOICE TOTAL:	13.29
721047	04/30/18	01	WASHER	1152015350		05/15/18	2.29
		02	DISCOUNT	1100004819			-0.11
						INVOICE TOTAL:	2.18
721179	04/30/18	01	BRASS BALL VALVE	1122005351		05/15/18	18.99
		02	DISCOUNT	1100004819			-0.95
						INVOICE TOTAL:	18.04
721444	05/02/18	01	TRIMMER STRING	1152005340		05/15/18	12.79
		02	DISCOUNT	1100004819			-0.64
						INVOICE TOTAL:	12.15
721454	05/02/18	01	VINYL HOSE WASHERS	1152005350		05/15/18	1.79
		02	DISCOUNT	1100004819			-0.09
						INVOICE TOTAL:	1.70
721496	05/02/18	01	WATER FOUNTAIN PARTS	1152005350		05/15/18	16.42
		02	DISCOUNT	1100004819			-0.82
						INVOICE TOTAL:	15.60
721515	05/02/18	01	ROOF SEALER	1132105350		05/15/18	25.98
		02	DISCOUNT	1100004819			-1.30
						INVOICE TOTAL:	24.68
721516	05/02/18	01	ATTENDANT CANOPY-BOAT LAUNCH	4052115399		05/15/18	109.98
		02	DISCOUNT	1100004819			-5.50
						INVOICE TOTAL:	104.48
721521	05/02/18	01	FLAG PARTS	1116105360		05/15/18	10.98
		02	DISCOUNT	1100004819			-0.55
						INVOICE TOTAL:	10.43

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

DUNN	DUNN LUMBER & TRUE VALUE						
721614	05/03/18	01	SPRAYER, CONCRETE MIX	4055205350		05/15/18	26.77
		02	DISCOUNT	1100004819			-1.34
						INVOICE TOTAL:	25.43
721662	05/03/18	01	NUTS, BOLTS-BOAT LAUNCH	4052115399		05/15/18	5.16
		02	DISCOUNT	1100004819			-0.26
						INVOICE TOTAL:	4.90
						VENDOR TOTAL:	477.65
EAGLM	EAGLE MEDIA INC						
421622	01/25/18	01	BADGE EMBROIDERED-GEE	1121005138		05/15/18	10.00
						INVOICE TOTAL:	10.00
						VENDOR TOTAL:	10.00
EAM	EMERGENCY APPARATUS MAINT						
98954	04/06/18	01	T1-AIR TANK CHECK VALVES	1122005240		05/15/18	347.92
						INVOICE TOTAL:	347.92
98955	04/11/18	01	ELEC REPAIR-SQ #1	1122005240		05/15/18	1,244.41
						INVOICE TOTAL:	1,244.41
99435	04/19/18	01	HOSE LEAK REPAIR-T1	1122005240		05/15/18	259.87
						INVOICE TOTAL:	259.87
						VENDOR TOTAL:	1,852.20
ELKHO	ELKHORN CHEMICAL CO INC						
598824	04/11/18	01	FLOOR SOAP	1122005350		05/15/18	60.00
						INVOICE TOTAL:	60.00
599148	04/23/18	01	HOSE, CLEANSERS, SPRAY	1116105360		05/15/18	244.33
						INVOICE TOTAL:	244.33

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

ELKHO	ELKHORN CHEMICAL CO INC						
599286	04/28/18	01	DEO BLOCKS, SPRAY	1122005350		05/15/18	80.72
						INVOICE TOTAL:	80.72
						VENDOR TOTAL:	385.05
EMS	EMS MEDICAL BILLING ASSOCIATES						
3/18	03/31/18	01	COMMISSIONS-MAR	1122005214		05/15/18	2,276.92
						INVOICE TOTAL:	2,276.92
						VENDOR TOTAL:	2,276.92
FCT	FIRST CARE TACTICAL LLC						
1155	03/25/18	01	TOURNIQUETS	1122005810		05/15/18	165.93
						INVOICE TOTAL:	165.93
						VENDOR TOTAL:	165.93
FIRSTS	FIRST SUPPLY LLC						
5033010	04/19/18	01	TOILET PARTS	4055205350		05/15/18	17.38
						INVOICE TOTAL:	17.38
						VENDOR TOTAL:	17.38
FLOWE	JIM FLOWER						
MAR-18	04/18/18	01	30 MILES-C/E	1124005330		05/15/18	16.35
						INVOICE TOTAL:	16.35
						VENDOR TOTAL:	16.35
FONTAPD	FONTANA POLICE DEPT						
WARRANT-COX	04/23/18	01	WARRANT #17001750	1112002428		05/15/18	172.40
						INVOICE TOTAL:	172.40
						VENDOR TOTAL:	172.40
FORD	FORD OF LAKE GENEVA						

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
FORD	FORD OF LAKE GENEVA						
62205	03/25/18	01	CHK DASH LIGHTS- #207	1121005361		05/15/18	100.43
						INVOICE TOTAL:	100.43
62526	03/20/18	01	OIL CHANGE-#203	1121005361		05/15/18	30.09
						INVOICE TOTAL:	30.09
62631	03/28/18	01	A1 REPAIR GLOW PLUG HARNESS	1122005240		05/15/18	710.12
						INVOICE TOTAL:	710.12
62649	03/27/18	01	TUNE UP/CYLINDER REPL-#207	1121005361		05/15/18	553.72
						INVOICE TOTAL:	553.72
62667	03/28/18	01	OIL CHANGE-#202	1121005361		05/15/18	58.40
						INVOICE TOTAL:	58.40
62688	03/30/18	01	TRAILER HITCH/WIRING-#201	1121005361		05/15/18	41.15
						INVOICE TOTAL:	41.15
62759	04/02/18	01	OIL CHANGE-#205	1121005361		05/15/18	30.88
						INVOICE TOTAL:	30.88
62868	04/09/18	01	MOUNT/BAL TIRES-#A1	1122005240		05/15/18	48.93
						INVOICE TOTAL:	48.93
62918	04/12/18	01	OIL CHANGE-RANGER	4234505351		05/15/18	29.95
						INVOICE TOTAL:	29.95
63015	04/18/18	01	OIL CHANGE-#205	1121005361		05/15/18	30.95
						INVOICE TOTAL:	30.95
63022	04/18/18	01	OIL CHANGE,AIR FILTER-#211	1121005361		05/15/18	63.59
						INVOICE TOTAL:	63.59
63222	05/02/18	01	OIL CHANGE-#204	1121005361		05/15/18	30.95
						INVOICE TOTAL:	30.95
						VENDOR TOTAL:	1,729.16

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FOXVA	FOX VALLEY TECHNICAL COLLEGE						
700125059	04/18/18	01	SRO TRNG-RICHARDSON	1121005410		05/15/18	225.00
						INVOICE TOTAL:	225.00
						VENDOR TOTAL:	225.00
FSF	FOUR SEASONS FLOORING INC						
FO000816	04/27/18	01	CARPET/BRK ROOM, LOBBY	5021005800		05/15/18	5,370.14
						INVOICE TOTAL:	5,370.14
						VENDOR TOTAL:	5,370.14
GENERC	GENERAL COMMUNICATIONS INC						
252816	03/20/18	01	PORTABLE BATTERIES	5022005800		05/15/18	343.50
						INVOICE TOTAL:	343.50
253406	04/04/18	01	PORTABLE RADIOS	5021005800		05/15/18	4,674.25
						INVOICE TOTAL:	4,674.25
253512	04/09/18	01	PORTABLE RADIO ANTENNA	1122005262		05/15/18	175.00
						INVOICE TOTAL:	175.00
253514	04/09/18	01	RADIO REPAIRS-SQ #1	1122005262		05/15/18	49.00
						INVOICE TOTAL:	49.00
253657	04/12/18	01	PAGERS, BATTERIES	5022005800		05/15/18	2,182.50
						INVOICE TOTAL:	2,182.50
						VENDOR TOTAL:	7,424.25
GENON	GENEVA ONLINE INC						
1062480	04/02/18	01	EMAIL SVC-APR	1121005221		05/15/18	39.00
						INVOICE TOTAL:	39.00
1063872	05/01/18	01	EMAIL SVC-MAY	1112005221		05/15/18	2.00
						INVOICE TOTAL:	2.00

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GENON	GENEVA ONLINE INC						
1063942	05/01/18	01	EMAIL SVC-MAY	1121005221		05/15/18	39.00
						INVOICE TOTAL:	39.00
						VENDOR TOTAL:	80.00
GIRAF	GIRAFFE ELECTRIC						
18-315	04/12/18	01	LIGHT POLE-INTCHG N/SHER SPR	1110005245		05/15/18	131.25
						INVOICE TOTAL:	131.25
18-320	04/12/18	01	TRAFFIC LIGHT-MAIN & BROAD	4332101701		05/15/18	270.00
						INVOICE TOTAL:	270.00
						VENDOR TOTAL:	401.25
GLCHA	LAKE GENEVA CHAMBER OF						
214	04/18/18	01	WALCO BUSINESS EXPO	1114205332		05/15/18	195.00
						INVOICE TOTAL:	195.00
						VENDOR TOTAL:	195.00
GLENF	GLEN FERN CONSTRUCTION LLC						
1023 DRAW 3	04/30/18	01	F/I RESTROOM REMODEL	4352005300		05/15/18	39,792.52
		02	F/I RESTROOM REMODEL	1100001391			13,981.15
						INVOICE TOTAL:	53,773.67
						VENDOR TOTAL:	53,773.67
GLENV	GENEVA LAKE ENVIRONMENTAL AGCY						
RE050418	05/01/18	01	MAY PAYMENT	4054105730		05/15/18	5,000.00
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00
GLLC	GENEVA LAKE LEVEL CORPORATION						
2018	04/11/18	01	2018 CONTRIBUTION	4054105735		05/15/18	4,320.00
						INVOICE TOTAL:	4,320.00
						VENDOR TOTAL:	4,320.00

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GOREC GORECKI MATERIALS INC							
2052	04/22/18	01	SNOW REMOVAL-4/17/18	1132125220		05/15/18	361.25
						INVOICE TOTAL:	361.25
						VENDOR TOTAL:	361.25
GRAIN GRAINGER							
9764196839	04/20/18	01	WATER FOUNTAIN FILTER	1116105350		05/15/18	17.39
						INVOICE TOTAL:	17.39
						VENDOR TOTAL:	17.39
GREAT GREAT AMERICA LEASING CORP							
22364830	03/23/18	01	BIZ HUB-MAR	1122005340		05/15/18	144.39
						INVOICE TOTAL:	144.39
22539140	04/23/18	01	BIZ HUB-APR	1122005340		05/15/18	199.06
						INVOICE TOTAL:	199.06
						VENDOR TOTAL:	343.45
HARRI HARRIS COMPUTER SYSTEMS							
XT00006402	03/30/18	01	A/P CHECKS	1115105310		05/15/18	340.73
		02	P/R CHECKS	1115105310			246.66
						INVOICE TOTAL:	587.39
						VENDOR TOTAL:	587.39
HENRYS HENRY SCHEIN INC							
50114904	02/05/18	01	ADSCOPE 604 PEDIATRIC	1122005810		05/15/18	21.62
						INVOICE TOTAL:	21.62
50302942	02/27/18	01	ALS BAG REPLACEMENTS	5022005800		05/15/18	361.93
						INVOICE TOTAL:	361.93
50864863	02/27/18	01	ALS BAG REPLACEMENTS	5022005800		05/15/18	34.04
						INVOICE TOTAL:	34.04

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

HENRYS HENRY SCHEIN INC							
51152651	03/26/18	01	INTUBATION KITS	5022005800		05/15/18	586.58
						INVOICE TOTAL:	586.58
						VENDOR TOTAL:	1,004.17
HESTA HE STARK AGENCY INC							
6089COURT-4/18	05/01/18	01	COLLECTION FEES-APR	1112005214		05/15/18	13.49
						INVOICE TOTAL:	13.49
6089CRTPRK-4/18	05/01/18	01	COLLECTION FEES-APR	1112005214		05/15/18	12.50
						INVOICE TOTAL:	12.50
						VENDOR TOTAL:	25.99
HINES ALISHA HINES							
FEBRUARY 2018	04/19/18	01	95.4 MILES SOCIAL MEDIA CLASS	9900005332		05/15/18	52.00
						INVOICE TOTAL:	52.00
MARCH 2018	04/19/18	01	184 MILES PLA CONFERENCE	9900005332		05/15/18	100.28
						INVOICE TOTAL:	100.28
						VENDOR TOTAL:	152.28
IAPE INTERNATIONAL ASSOCIATION FOR							
M18-C279377	04/12/18	01	2018 DUES-KELLER	1121005410		05/15/18	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
INITIAL INITIAL DESIGNS							
6749	04/09/18	01	SHIRTS,EMBROIDER-CHIEF	1122005138		05/15/18	17.50
						INVOICE TOTAL:	17.50
6774	04/24/18	01	SHIRTS,EMBROIDER-DERRICK	1122005138		05/15/18	54.96
						INVOICE TOTAL:	54.96
						VENDOR TOTAL:	72.46

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INTOX	INTOXIMETERS INC						
594958	04/26/18	01	INTOXIMETERS-BOOKING	1121005290		05/15/18	140.00
						INVOICE TOTAL:	140.00
						VENDOR TOTAL:	140.00
ITU	ITU ABSORB TECH INC						
6990084	04/20/18	01	MATS	1116105360		05/15/18	77.13
						INVOICE TOTAL:	77.13
						VENDOR TOTAL:	77.13
JAMES	JAMES IMAGING SYSTEMS INC						
816911	04/16/18	01	TOSH ES3555C-APR	1121005531		05/15/18	74.56
						INVOICE TOTAL:	74.56
816912	04/16/18	01	TOSH ES357-APR	1121005531		05/15/18	42.78
						INVOICE TOTAL:	42.78
						VENDOR TOTAL:	117.34
JANIK	JANI-KING OF MILWAUKEE						
MIL05180385	05/01/18	01	CLEANING-MAY	9900005360		05/15/18	1,083.00
						INVOICE TOTAL:	1,083.00
						VENDOR TOTAL:	1,083.00
JEFFE	JEFFERSON FIRE & SAFETY INC						
246714	03/28/18	01	5 GALS FOAM	1122005800		05/15/18	600.00
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	600.00
JERRY	JERRY WILLKOMM INC						
241663	04/13/18	01	1450 GALS GAS	1132105341		05/15/18	3,507.55
						INVOICE TOTAL:	3,507.55
						VENDOR TOTAL:	3,507.55

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

JUREW	JUREWICZ, JUDY						
4253	04/25/18	01	STARTER-STAND UP MOWER	1152005250		05/15/18	238.44
						INVOICE TOTAL:	238.44
						VENDOR TOTAL:	238.44
KAPUR	KAPUR & ASSOCIATES, INC						
93432	03/19/18	01	ENG-MAIN ST SURVEY	4332101701		05/15/18	108.00
						INVOICE TOTAL:	108.00
93433	03/19/18	01	ENG-MAIN ST RECONSTRUCT	4332101701		05/15/18	2,325.00
						INVOICE TOTAL:	2,325.00
93435	03/19/18	01	ENG-CORE-FEB	1100001391		05/15/18	111.00
						INVOICE TOTAL:	111.00
93436	03/19/18	01	ENG-SYMPHONY 1-FEB	1100001391		05/15/18	314.00
						INVOICE TOTAL:	314.00
93437	03/19/18	01	ENG-SYMPHONY 2-FEB	1100001391		05/15/18	6,004.45
						INVOICE TOTAL:	6,004.45
93445	03/19/18	01	ENG-MAIN ST RECONSTRUCT	4332101701		05/15/18	26,844.00
						INVOICE TOTAL:	26,844.00
93723	04/18/18	01	ENG-MAIN ST RECONSTRUCT	4332101701		05/15/18	3,277.00
						INVOICE TOTAL:	3,277.00
93726	04/18/18	01	ENG-CORE-MAR	1100001391		05/15/18	448.50
						INVOICE TOTAL:	448.50
93727	04/18/18	01	ENG-SYMPHONY 2-MAR	1100001391		05/15/18	11,848.69
						INVOICE TOTAL:	11,848.69
93737	04/18/18	01	ENG-MAIN ST RECONSTRUCT	4332101701		05/15/18	2,715.90
						INVOICE TOTAL:	2,715.90

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
KAPUR KAPUR & ASSOCIATES, INC							
93739	04/18/18	01	ENG-TC MAGIC-MAR	1100001391		05/15/18	388.50
						INVOICE TOTAL:	388.50
93742	04/18/18	01	ENG-MAIN ST RECONSTRUCT	4332101701		05/15/18	768.00
						INVOICE TOTAL:	768.00
93749	04/19/18	01	ENG-SUMMERHAVEN-MAR	1100001391		05/15/18	55.50
						INVOICE TOTAL:	55.50
						VENDOR TOTAL:	55,208.54
KIESL KIESLER'S POLICE SUPPLY INC							
862064	04/25/18	01	GUN-BOULAND	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862068	04/25/18	01	GUN-DERRICK	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862069	04/25/18	01	GUNS-ECKLUND	1121005138		05/15/18	618.63
						INVOICE TOTAL:	618.63
862081	04/25/18	01	GUN-GEE	1121005138		05/15/18	306.68
						INVOICE TOTAL:	306.68
862082	04/25/18	01	GUN-GREETHAM	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862084	04/25/18	01	GUNS-GRITZNER	1121005138		05/15/18	618.63
						INVOICE TOTAL:	618.63
862085	04/25/18	01	GUN-HANSEN	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862088	04/25/18	01	GUN-S HINZPETER	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40

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

KIESL	KIESLER'S POLICE SUPPLY INC						
862089	04/25/18	01	GUN-KELLER	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862092	04/25/18	01	GUN-NELSON	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862096	04/25/18	01	GUN-NETTESHEIM	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862104	04/25/18	01	GUN-RICHARDSON	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862107	04/25/18	01	GUN-SPOTZ	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862112	04/25/18	01	GUN-THORNBURGH	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862118	04/25/18	01	GUN-TIETZ	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862128	04/25/18	01	GUN-TRACY	1121005138		05/15/18	306.68
						INVOICE TOTAL:	306.68
862130	04/25/18	01	GUN-WALSER	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
862131	04/25/18	01	GUN-WARD	1121005138		05/15/18	301.40
						INVOICE TOTAL:	301.40
						VENDOR TOTAL:	6,070.22
KNOX	KNOX COMPANY						
1310728	03/26/18	01	KNOX VAULTS	5022005800		05/15/18	5,594.00
						INVOICE TOTAL:	5,594.00
						VENDOR TOTAL:	5,594.00

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
KORNAK EMILY KORNAK							
APRIL 2018	04/27/18	01	22 MI-LAC WALWORTH	9900005332		05/15/18	11.99
		02	20 MI TAX AID ELKHORN	9900005332			10.90
		03	88 MI LIB INSVC JANESVILLE	9900005332			47.96
						INVOICE TOTAL:	70.85
MARCH 2018	03/31/18	01	88.9 MILES PROJECT MGT TRAIN	9900005332		05/15/18	48.45
						INVOICE TOTAL:	48.45
						VENDOR TOTAL:	119.30
KROPF LANA KROPF							
APRIL 2018	04/17/18	01	82.6 MI-SPRING ELECTION	1114305330		05/15/18	45.02
						INVOICE TOTAL:	45.02
						VENDOR TOTAL:	45.02
LANGE LANGE ENTERPRISES INC							
65194	04/17/18	01	"ROAD CLOSED", "STOP" SIGNS	1134105375		05/15/18	758.50
						INVOICE TOTAL:	758.50
						VENDOR TOTAL:	758.50
LARK LARK UNIFORM OUTFITTERS INC							
263334	03/27/18	01	UNIFORM-MCBRIDE INITIAL ISSUE	1121005139		05/15/18	472.45
						INVOICE TOTAL:	472.45
263424	03/28/18	01	UNIFORM-NAMETAGS	1121005139		05/15/18	107.00
						INVOICE TOTAL:	107.00
263426	03/28/18	01	UNIFORM-WAY	1121005138		05/15/18	226.85
						INVOICE TOTAL:	226.85
263427	03/28/18	01	UNIFORM-SOETH	1121005139		05/15/18	50.95
						INVOICE TOTAL:	50.95

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LARK	LARK UNIFORM OUTFITTERS INC						
263428	03/28/18	01	UNIFORM-RASMUSSEN	1121005138		05/15/18	24.95
						INVOICE TOTAL:	24.95
263431	03/28/18	01	UNIFORM-MCBRIDE INITIAL	1121005139		05/15/18	469.80
						INVOICE TOTAL:	469.80
264598	04/16/18	01	UNIFORM-MCBRIDE INITIAL	1121005139		05/15/18	200.85
						INVOICE TOTAL:	200.85
265183	04/25/18	01	UNIFORM-RASMUSSEN	1121005138		05/15/18	28.95
						INVOICE TOTAL:	28.95
265184	04/25/18	01	UNIFORM-MCBRIDE	1121005139		05/15/18	88.95
						INVOICE TOTAL:	88.95
265185	04/25/18	01	UNIFORM-TIETZ	1121005138		05/15/18	15.50
						INVOICE TOTAL:	15.50
						VENDOR TOTAL:	1,686.25
LARRY	LARRY'S TOWING & RECOVERY						
6023	04/27/18	01	TOWING-DODGE	1134105290		05/15/18	425.00
						INVOICE TOTAL:	425.00
6114	04/10/18	01	TOWING-CHEVY CRUZ	1134105290		05/15/18	355.00
						INVOICE TOTAL:	355.00
						VENDOR TOTAL:	780.00
LASERW	LASER WORKS UNLIMITED LLC						
1388	04/14/18	01	NAMEPLATES-HARTZ, HALL	1111005399		05/15/18	24.27
		02	NAMEPLATES-DUNN, PROKSA	1111005399			24.28
						INVOICE TOTAL:	48.55
						VENDOR TOTAL:	48.55

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LEVEQ	LEVEQUE TRUCKING & SERVICES						
1031	04/23/18	01	SNOW HAULING-4/17/18	1132125220		05/15/18	382.50
						INVOICE TOTAL:	382.50
						VENDOR TOTAL:	382.50
LGARE	LAKE GENEVA CONVENTION						
RE050418	05/01/18	01	2ND QTR 2018 PAYMENT	1170005710		05/15/18	25,000.00
						INVOICE TOTAL:	25,000.00
						VENDOR TOTAL:	25,000.00
LGUTI	LAKE GENEVA UTILITY						
1023	04/30/18	01	1023 CUMBERLAND TRAIL	4500002452		05/15/18	1,690.00
		02	1023 CUMBERLAND TRAIL	4500002453			1,865.00
						INVOICE TOTAL:	3,555.00
1031	04/30/18	01	1031 CUMBERLAND TRAIL	4500002452		05/15/18	1,690.00
		02	1031 CUMBERLAND TRAIL	4500002453			1,865.00
						INVOICE TOTAL:	3,555.00
						VENDOR TOTAL:	7,110.00
MACCA	MACCARB						
146853	05/01/18	01	CO2 RENTAL	4055205350		05/15/18	63.29
						INVOICE TOTAL:	63.29
						VENDOR TOTAL:	63.29
MALEK	MALEK & ASSOCIATES CONSULTANTS						
5747	03/26/18	01	FA REV-HORTICULTURAL HALL	1122005750		05/15/18	412.50
						INVOICE TOTAL:	412.50
5759	04/19/18	01	SPRK SYS-GOLDEN YEARS	1122005750		05/15/18	660.00
						INVOICE TOTAL:	660.00
						VENDOR TOTAL:	1,072.50

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

MARED	MARED MECHANICAL						
107261	03/30/18	01	HVAC-PREV MAINT	1122005241		05/15/18	833.00
						INVOICE TOTAL:	833.00
107406	03/30/18	01	HVAC BELTS,TRANSUNIT REPAIR	1122005241		05/15/18	373.18
						INVOICE TOTAL:	373.18
107636	04/20/18	01	CHILLER LEAK REPAIR	1116105360		05/15/18	2,187.68
						INVOICE TOTAL:	2,187.68
7052	04/11/18	01	PREV MAINT-APR	1116105360		05/15/18	780.00
						INVOICE TOTAL:	780.00
						VENDOR TOTAL:	4,173.86
MARTIN	MARTIN GROUP						
1232362	04/20/18	01	KONICA 20-APR	1121005531		05/15/18	14.55
						INVOICE TOTAL:	14.55
						VENDOR TOTAL:	14.55
MIDWETA	MIDWEST TAPE						
95933945	03/21/18	01	8 ADULT DVDS	9900005414		05/15/18	206.92
						INVOICE TOTAL:	206.92
95933947	03/21/18	01	5 YOUTH DVDS	9900005411		05/15/18	114.60
						INVOICE TOTAL:	114.60
95954546	03/29/18	01	ADULT DVDS	9900005414		05/15/18	66.97
						INVOICE TOTAL:	66.97
95954548	03/29/18	01	YOUTH DVD	9900005411		05/15/18	22.99
						INVOICE TOTAL:	22.99
95960837	03/31/18	01	6 ADULT DVDS	9900005414		05/15/18	116.94
						INVOICE TOTAL:	116.94

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

MIDWETA MIDWEST TAPE							
95973312	04/04/18	01	6 ADULT DVDS	9900005414		05/15/18	153.94
						INVOICE TOTAL:	153.94
95973314	04/04/18	01	1 YOUTH DVD	9900005414		05/15/18	25.99
						INVOICE TOTAL:	25.99
95973629	04/04/18	01	2 ADULT DVDS	9900005414		05/15/18	51.98
						INVOICE TOTAL:	51.98
95976578	04/05/18	01	2 ADULT DVDS	9900005414		05/15/18	39.98
						INVOICE TOTAL:	39.98
95985127	04/09/18	01	3 YOUTH DVDS	9900005414		05/15/18	44.97
						INVOICE TOTAL:	44.97
95994681	04/10/18	01	1 ADULT DVD	9900005414		05/15/18	25.99
						INVOICE TOTAL:	25.99
95999440	04/12/18	01	1 ADULT DVD	9900005414		05/15/18	25.99
						INVOICE TOTAL:	25.99
96000826	04/12/18	01	8 ADULT DVDS	9900005414		05/15/18	228.22
						INVOICE TOTAL:	228.22
						VENDOR TOTAL:	1,125.48
MILWAA MILWAUKEE AUDUBON SOCIETY							
RENEWAL-2018	04/23/18	01	2018 BIRD CITY FEE	1114105399		05/15/18	125.00
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	125.00
MKCEL MKCELLULAR INC							
MKCLGIN9273	04/20/18	01	CELL PHONES	4234505221		05/15/18	179.94
						INVOICE TOTAL:	179.94

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MKCEL	MKCELLULAR INC						
MKCLGIN9385	05/02/18	01	PHONE CASE	1124005262		05/15/18	39.99
						INVOICE TOTAL:	39.99
						VENDOR TOTAL:	219.93
NAPAE	ELKHORN NAPA AUTO PARTS						
113464	04/16/18	01	PLOW FITTING-TRK #15	1132125250		05/15/18	3.97
						INVOICE TOTAL:	3.97
113562	04/17/18	01	PLOW PARTS-TRK #16	1132125250		05/15/18	99.33
						INVOICE TOTAL:	99.33
113785	04/19/18	01	OIL FILTER	1132105351		05/15/18	3.94
						INVOICE TOTAL:	3.94
113817	04/19/18	01	LIGHT BULBS	1132105351		05/15/18	23.07
						INVOICE TOTAL:	23.07
						VENDOR TOTAL:	130.31
NORTH	NORTHWIND PERENNIAL FARM						
8481	11/18/04	01	SPRING GARDEN CLEANUP	9900005360		05/15/18	288.00
						INVOICE TOTAL:	288.00
						VENDOR TOTAL:	288.00
NYQUI	JEFF MISKIE						
1182	04/17/18	01	OPEN REC REQ-WHITE RIVER HLDGS	1110005730		05/15/18	437.50
						INVOICE TOTAL:	437.50
1183	04/17/18	01	1ST QTR IT SVCS	1115105450		05/15/18	3,301.71
						INVOICE TOTAL:	3,301.71
1184	04/17/18	01	1ST QTR IT SVCS	1121005190		05/15/18	75.00

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NYQUI	JEFF MISKIE						
1184	04/17/18	02	1ST QTR IT SVCS	1121005305		05/15/18	1,199.99
		03	1ST QTR IT SVCS	1121005361			412.50
		04	1ST QTR IT SVCS	1121005262			137.50
		05	1ST QTR IT SVCS	1121005380			150.00
						INVOICE TOTAL:	1,974.99
						VENDOR TOTAL:	5,714.20
OFFICP	OFFICE PRO INC						
298762-001	03/29/18	01	FOLDERS	9900005413		05/15/18	18.98
		02	TAPE, ENV, HILIGHTERS	9900005310			17.83
						INVOICE TOTAL:	36.81
						VENDOR TOTAL:	36.81
PAL	PAL STEEL COMPANY INC						
56616	04/26/18	01	STEEL PLATES-RESTROOMS	1152005350		05/15/18	440.00
						INVOICE TOTAL:	440.00
						VENDOR TOTAL:	440.00
PARAT	PARATECH AMBULANCE SERVICE						
23808	04/05/18	01	CPR CARDS-33	1122005610		05/15/18	569.00
						INVOICE TOTAL:	569.00
3/18	03/31/18	01	INTERCEPTS-MAR	1122005218		05/15/18	62.50
						INVOICE TOTAL:	62.50
						VENDOR TOTAL:	631.50
PATS	PATS SERVICES INC						
A-157533	04/13/18	01	PORT A POTTY SVC-MARCH	4800005226		05/15/18	80.00
						INVOICE TOTAL:	80.00
						VENDOR TOTAL:	80.00

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PCL	PETTY CASH - LIBRARY						
4/4/18	04/04/18	01	OAKFIRE-SPEAKER EVENT	9900005211		05/15/18	62.75
		02	AMAZON-GARDEN CART	9900005511			73.82
						INVOICE TOTAL:	136.57
						VENDOR TOTAL:	136.57
PETES	PETE'S TIRE ELKHORN LLC						
96947	05/01/18	01	SWEEPER TIRE REPAIR	1132105250		05/15/18	466.00
						INVOICE TOTAL:	466.00
						VENDOR TOTAL:	466.00
PFI	PFI FASHIONS INC						
240368	04/30/18	01	UNIFORM-NETTESHEIM	1121005138		05/15/18	25.00
						INVOICE TOTAL:	25.00
						VENDOR TOTAL:	25.00
PIGGLY	PIGGLY WIGGLY						
4/25/18	04/14/18	01	COOKOUT FOOD	1122005399		05/15/18	37.45
		02	SEMINAR REFRESHMENTS	1122005399			26.97
						INVOICE TOTAL:	64.42
						VENDOR TOTAL:	64.42
PIPER	PIPER SCHMIDT & WIRTH						
29362	04/02/18	01	GENEVA INN ANNEXATION	1113105214		05/15/18	4,422.00
						INVOICE TOTAL:	4,422.00
						VENDOR TOTAL:	4,422.00
POWER T	POWER TECH, LLC						
8695	05/01/18	01	COMM ELEC INSP-MAR/APR	1124005219		05/15/18	1,500.00
						INVOICE TOTAL:	1,500.00
						VENDOR TOTAL:	1,500.00

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QUILL	QUILL CORPORATION						
5848508	03/26/18	01	WIRE FILE STEPS,FOLDERS	1121005310		05/15/18	61.22
						INVOICE TOTAL:	61.22
						VENDOR TOTAL:	61.22
RED	RED THE UNIFORM TAILOR						
0B213587	05/03/18	01	UNIFORM-MCNEIL	1121005138		05/15/18	129.98
						INVOICE TOTAL:	129.98
D103593A	04/24/18	01	UNIF-SHIRTS-DETKOWSKI	1122005138		05/15/18	82.99
						INVOICE TOTAL:	82.99
D103819A	04/24/18	01	UNIF-SHIRT-BLAUSER	1122005138		05/15/18	76.50
						INVOICE TOTAL:	76.50
D105823	04/24/18	01	UNIF-SHIRTS-BASTEK	1122005138		05/15/18	168.40
						INVOICE TOTAL:	168.40
D105825	04/24/18	01	UNIF-SHIRT-LECHNER	1122005138		05/15/18	82.99
						INVOICE TOTAL:	82.99
D105859	04/24/18	01	UNIF-PANTS-HUGHES	1122005138		05/15/18	43.50
						INVOICE TOTAL:	43.50
D106258	04/24/18	01	UNIF-SHORTS-TERHARK,B	1122005138		05/15/18	43.50
						INVOICE TOTAL:	43.50
D106259	04/24/18	01	UNIF-SHIRT-BAUMAN	1122005138		05/15/18	45.95
						INVOICE TOTAL:	45.95
D106980	04/24/18	01	UNIF-PANTS,BELT-PERNICE	1122005138		05/15/18	43.50
						INVOICE TOTAL:	43.50
W68656	04/24/18	01	SB-3-B SLIDE CAB	1122005138		05/15/18	14.00
						INVOICE TOTAL:	14.00

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RED	RED THE UNIFORM TAILOR						
W69292	04/27/18	01	UNIFORM-NELSON	1121005138		05/15/18	153.08
						INVOICE TOTAL:	153.08
W69321	04/27/18	01	UNIFORM-GEE	1121005138		05/15/18	59.99
						INVOICE TOTAL:	59.99
						VENDOR TOTAL:	944.38
RELIANT	RELIANT FIRE APPARATUS INC						
118-19039	03/21/18	01	LOW COOLANT PROBE-T1	1122005351		05/15/18	114.44
						INVOICE TOTAL:	114.44
						VENDOR TOTAL:	114.44
RHYMEL	RHYME BUSINESS PRODUCTS						
22486021	04/16/18	01	SHARP MX3070-APR	9900005532		05/15/18	336.35
						INVOICE TOTAL:	336.35
						VENDOR TOTAL:	336.35
RNOW	RNOW INC						
2018-53594	04/27/08	01	GARBAGE TRUCK SEAL KIT	1132105250		05/15/18	211.30
						INVOICE TOTAL:	211.30
						VENDOR TOTAL:	211.30
ROLLC	LAKESHORE SOFTWARE DEVELOPMENT						
AAAI1124	01/01/18	01	ROLL CALL SUPPORT-2018	1111005399		05/15/18	720.00
						INVOICE TOTAL:	720.00
						VENDOR TOTAL:	720.00
ROTE	ROTE OIL COMPANY						
1810700005	04/17/18	01	248.8 GAL CLEAR DIESEL	1132105341		05/15/18	661.56
						INVOICE TOTAL:	661.56
						VENDOR TOTAL:	661.56

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SCHIL SCHILLER LLC							
14189	03/31/18	01	SNOW,SALT SERVICE	9900005360		05/15/18	70.00
						INVOICE TOTAL:	70.00
						VENDOR TOTAL:	70.00
SHARON VILLAGE OF SHARON POLICE DEPT							
WARRANT-AMBORN	05/04/18	01	WARRANT #18000012-AMBORN	1112002428		05/15/18	228.00
						INVOICE TOTAL:	228.00
						VENDOR TOTAL:	228.00
SHRED SHRED-IT							
8124421108	03/22/18	01	SHREDDING SVC-MAR	1121005531		05/15/18	35.00
						INVOICE TOTAL:	35.00
8124623830	04/22/18	01	SHREDDING SVC-APR	1116105360		05/15/18	15.00
						INVOICE TOTAL:	15.00
8124624588	04/22/18	01	SHREDDING SVC-APR	1121005531		05/15/18	35.00
						INVOICE TOTAL:	35.00
						VENDOR TOTAL:	85.00
SIGNA SIGNATURE SIGNS LLC							
5204	03/26/18	01	SQUAD LETTERING	1121005361		05/15/18	27.00
						INVOICE TOTAL:	27.00
						VENDOR TOTAL:	27.00
SOMAR SOMAR TEK LLC/SOMAR ENTERPRISE							
100833	02/28/18	01	SWAT EQUIP	1121005342		05/15/18	95.00
						INVOICE TOTAL:	95.00
100834	02/28/18	01	UNIFORM-DERRICK	1121005138		05/15/18	69.93
						INVOICE TOTAL:	69.93

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SOMAR SOMAR TEK LLC/SOMAR ENTERPRISE							
100876	03/29/18	01	CLEANING SUPPLIES-SWAT	1121005342		05/15/18	37.98
						INVOICE TOTAL:	37.98
100903	04/12/18	01	UNIFORM-GRITZNER	1121005138		05/15/18	51.99
						INVOICE TOTAL:	51.99
100909	04/17/18	01	UNIFORM-GRITZNER	1121005138		05/15/18	71.49
						INVOICE TOTAL:	71.49
						VENDOR TOTAL:	326.39
STRYK STRYKER SALES CORPORATION							
2397304M	04/23/18	01	COT ASSEMBLY	5022005800		05/15/18	333.03
						INVOICE TOTAL:	333.03
						VENDOR TOTAL:	333.03
SUPPLY THE SUPPLY CORPORATION							
68152-IN	04/09/18	01	TRASH BAGS	1152005350		05/15/18	5,640.00
						INVOICE TOTAL:	5,640.00
68212-IN	04/20/18	01	TP DISPENSERS	1152005350		05/15/18	140.89
						INVOICE TOTAL:	140.89
68246-IN	04/26/18	01	MOP BUCKET,WRINGER	1152005352		05/15/18	59.00
						INVOICE TOTAL:	59.00
						VENDOR TOTAL:	5,839.89
T0001645 DALE ALLEN							
REFUND	04/13/18	01	TKT #512875-REFUND	4234504634		05/15/18	20.00
						INVOICE TOTAL:	20.00
						VENDOR TOTAL:	20.00
T0001648 JUAN ENRIQUE GONZALEZ MORALES							

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INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
T0001648 JUAN ENRIQUE GONZALEZ MORALES							
REFUND	04/13/18	01	REF PER STIPULATION	1112004510		05/15/18	21.50
						INVOICE TOTAL:	21.50
						VENDOR TOTAL:	21.50
T0001650 JOHN STENSLAND							
REFUND	04/30/18	01	ROTARY CLUB-SETUP 4/27/18	4055104674		05/15/18	-140.00
		02	ROTARY CLUB-SEC GRD 4/27/18	4055104674			-127.50
		03	ROTARY CLUB-LEASE 4/27/18	4055102353			-400.00
		04	ROTARY CLUB-SEC DEP 4/27/18	4055102353			1,000.00
						INVOICE TOTAL:	332.50
						VENDOR TOTAL:	332.50
T0001651 VARIDESK LLC							
IVC-2-724821	04/27/18	01	STAND-UP DESK	1124005310		05/15/18	355.50
						INVOICE TOTAL:	355.50
						VENDOR TOTAL:	355.50
T0001653 PUBLIC SAFETY GROUP							
4099	04/26/18	01	CRISIS TRNG-WOJTAS	1121005410		05/15/18	219.00
						INVOICE TOTAL:	219.00
						VENDOR TOTAL:	219.00
TAPCO TAPCO							
I595026	03/06/18	01	INTERCHANGE N & SHER SPRINGS	1110005245		05/15/18	1,740.30
						INVOICE TOTAL:	1,740.30
I596872	03/28/18	01	MAIN & BROAD CABLES	4332101701		05/15/18	1,888.00
		02	INTERCHANGE N-FLASHER	1110005245			37.90
						INVOICE TOTAL:	1,925.90
I598171	04/11/18	01	CABLE REPAIR-MAIN/COOK	1134105260		05/15/18	375.00
						INVOICE TOTAL:	375.00

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TAPCO	TAPCO						
I598645	04/17/18	01	HWY 50/EDW BLVD SIGNAL REPAIR	1134105260		05/15/18	40.40
						INVOICE TOTAL:	40.40
						VENDOR TOTAL:	4,081.60
TIME	TIME WARNER CABLE						
710897601041418	04/14/18	01	INTERNET SVC-APR	1121005221		05/15/18	209.99
						INVOICE TOTAL:	209.99
						VENDOR TOTAL:	209.99
TIMEL	TIMELESS FLOORING						
2017-0678	04/12/18	01	BUFF,RECOAT WOOD FLOOR	4055105360		05/15/18	2,500.00
						INVOICE TOTAL:	2,500.00
						VENDOR TOTAL:	2,500.00
TIMS	TIM'S TAP LINE CLEANING INC						
16492	05/03/18	01	SANITIZE TAP LINE	4055205360		05/15/18	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
TITANP	TITAN PUBLIC SAFETY SOLUTIONS						
4474	04/25/18	01	COURT SOFTWARE INTERFACE	5000005800		05/15/18	2,521.00
						INVOICE TOTAL:	2,521.00
						VENDOR TOTAL:	2,521.00
TRANS	TRANS UNION LLC						
3819602	03/27/18	01	BACKGROUND CHECKS	1121005411		05/15/18	31.26
						INVOICE TOTAL:	31.26
						VENDOR TOTAL:	31.26
TSC	TRACTOR SUPPLY CREDIT PLAN						

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TSC	TRACTOR SUPPLY CREDIT PLAN						
100546507	04/03/18	01	GRASS SEED	1132135430		05/15/18	224.97
						INVOICE TOTAL:	224.97
100548164	04/11/18	01	35 GAL TANK,HOSE SPRAYER	1152015340		05/15/18	116.15
						INVOICE TOTAL:	116.15
100549853	04/18/18	01	BOTTLE JACK	1132105351		05/15/18	74.77
						INVOICE TOTAL:	74.77
						VENDOR TOTAL:	415.89
UNITOCC	UNITED OCC MEDICAL SVC LLC						
190-14	04/18/04	01	PRE EMP PHYS EXAMS	1121005411		05/15/18	1,281.80
						INVOICE TOTAL:	1,281.80
190-15	04/26/18	01	PRE EMP PHY EXAMS	1121005411		05/15/18	2,027.40
						INVOICE TOTAL:	2,027.40
						VENDOR TOTAL:	3,309.20
USCELL	US CELLULAR						
RE050418	05/12/18	01	HARBORMASTER CELL-APR	4055105221		05/15/18	18.90
		02	MAYOR CELL-APR	1116105221			18.90
		03	BLDG INSP CELL-APR	1124005262			18.90
		05	CITY ADMIN CELL-APR	1116105221			41.98
		07	BEACH CELL-APR	4054105221			18.90
		08	PARKING MTR 1 CELL-APR	4234505221			18.90
		09	PARKING MTR 2 CELL-APR	4234505221			18.90
		10	CITY HALL CELL-APR	1116105221			17.69
		12	PARKING SUPERVISOR-APR	4234505221			17.19
		13	CEMETERY CELL-APR	4800005221			18.90
		14	ST DIRECTOR CELL-APR	1132105221			23.90
		15	ST FOREMAN CELL-APR	1132105221			18.90
		16	PARKING MGR CELL-APR	4234505221			10.50

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USCELL US CELLULAR							
RE050418	05/12/18	17	CITY CLERK CELL-APR	1116105221		05/15/18	106.97
		18	ST FOREMAN CELL-APR	1132105221			79.33
						INVOICE TOTAL:	448.76
						VENDOR TOTAL:	448.76
VANDE VANDEWALLE & ASSOCIATES INC							
201804026	04/27/18	01	PLANNING-THRU APR 19	1169305212		05/15/18	2,485.25
		02	PLANNING-THRU APR 19	1100001391			3,857.76
						INVOICE TOTAL:	6,343.01
						VENDOR TOTAL:	6,343.01
VERME VERMEER WISCONSIN INC							
20206742	04/03/18	01	STUMPER WINDOW	1132135420		05/15/18	149.15
						INVOICE TOTAL:	149.15
						VENDOR TOTAL:	149.15
VON VON BRIESEN & ROPER SC							
11321	03/19/18	01	LEGAL CONSULTATION	1121005214		05/15/18	185.50
						INVOICE TOTAL:	185.50
						VENDOR TOTAL:	185.50
WALCOC WALWORTH COUNTY CLERK							
ELECTION 4/3/18	04/24/18	01	BALLOTS,CODING,ADS-APR ELEC	1114305311		05/15/18	646.22
						INVOICE TOTAL:	646.22
						VENDOR TOTAL:	646.22
WALCOP WALWORTH COUNTY PUBLIC WORKS							
313	04/11/18	01	BRINE-MAR	1132125340		05/15/18	179.35
						INVOICE TOTAL:	179.35
						VENDOR TOTAL:	179.35

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WALCOR WALWORTH CO REGISTER OF DEEDS							
OAKDALE ESTATES SUB	04/18/18	01	OAKDALE ESTATES SUB LAND VAC	1110005316		05/15/18	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
WALCOS WALWORTH COUNTY SHERIFF							
MARCH 2018	04/06/18	01	PRISONER CONFINES-MAR	1112005290		05/15/18	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
WALCOT WALWORTH COUNTY TREASURER							
64-246 4/18	04/30/18	01	COURT FINES-APRIL 2018	1112002420		05/15/18	549.10
						INVOICE TOTAL:	549.10
						VENDOR TOTAL:	549.10
WALLA DARCY BREWSTER-WALLACE							
MILEAGE 4/18	04/11/18	01	LAC/SHARE MTG-22 MILES	9900005332		05/15/18	11.99
						INVOICE TOTAL:	11.99
						VENDOR TOTAL:	11.99
WCTC WAUKESHA CNTY TECH COLLEGE							
S0664333	03/26/18	01	TRAINING-BOULAND	1121005410		05/15/18	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
WILIB WI LIBRARY ASSOCIATION							
3099	04/02/18	01	WLA CONFERENCE	9900005332		05/15/18	343.00
						INVOICE TOTAL:	343.00
						VENDOR TOTAL:	343.00
WISC STATE OF WISCONSIN							

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WISC	STATE OF WISCONSIN						
64-246 4/18	04/30/18	01	COURT FINES-APRIL 2018	1112002424		05/15/18	2,791.71
						INVOICE TOTAL:	2,791.71
						VENDOR TOTAL:	2,791.71
YAKEST	YAKES TRUCKING						
1	04/23/18	01	SNOW HAULING 4/17/18	1132125220		05/15/18	692.75
						INVOICE TOTAL:	692.75
						VENDOR TOTAL:	692.75
YMCA	YMCA						
RE050418	05/01/18	01	MAY/JUNE PAYMENT	1170005760		05/15/18	9,000.00
						INVOICE TOTAL:	9,000.00
						VENDOR TOTAL:	9,000.00
						TOTAL ALL INVOICES:	285,344.90