



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

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, NOVEMBER 25, 2019 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

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

AGENDA

1. Mayor Hartz calls the meeting to order
2. Pledge of Allegiance – Alderperson Skates
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. Candidacy Paperwork for Spring Election 2020
 - b. Geneva Lake Museum Parade of Trees- November 23, 2019 through January 7, 2020
5. Re-consider business from previous meeting
 - a. Reconsideration of: Discussion/Action regarding parking payment option; Adding customer payment option with “Passport” App
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 November 11, 2019, as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on November 19, 2019.* 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. 2019-2021 Original & Renewal Operator License applications filed by various applicants as listed in packet
 - b. Application for a Temporary Premises Extension filed by Harborshores Hotel- Gino’s East to be used on Saturday, February 1, 2020 for a Winterfest Food & Beverage Tent to be located off the sidewalk in the parking lot located at 300 Wrigley Drive.

10. Public hearing on the proposed 2020 Municipal Operating and Capital Budgets for the City of Lake Geneva

11. Discussion/Action regarding Resolution 19-R75 approving the 2020 Municipal Operating and Capital Budgets for the City of Lake Geneva

12. Discussion/Action regarding Resolution 19-R76 a resolution approving the 2019 tax levy for the City of Lake Geneva

13. First Reading of Ordinance 19-16 An ordinance amending sub-sub-subsection 1a, Land Use Requirement of sub-subsection (Y), Tourist Rooming House, of 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 to clarify terminology for short term rentals

14. Discussion/Action regarding approving the Utility Commission expenditure in excess of \$250,000 for the Dodge Street Water Tower Raising project (*Public Works Committee approved November 12, 2019*)

15. Recommendation of the Finance, Licensing, and Regulation Committee of November 19, 2019- Ald Howell

- a. Discussion/Action regarding issuing an Original “Class B” Reserve Intoxicating Liquor & Class “B” Fermented Malt Beverage License Application filed by D&D Restaurant Group, Inc d/b/a The Flat Iron Tap, agent, John Sherman Lindsey, located at 150 Center St, Lake Geneva, WI
- b. Discussion/Action regarding Resolution 19-R73 adopting a 2019 budget amendment authorizing the transfer of funds from the General Fund to the Equipment Replacement Fund and approving the use of existing Equipment Replacement Funds for the replacement of a fire vehicle
- c. Discussion/Action regarding Contract Change Order #1 for Payne and Dolan for the 2019 Street Improvement Project in the amount of \$10,391.03
- d. Discussion/Action regarding amending the City of Lake Geneva Employee Handbook related to Personal Time Off (PTO) pay off rates
- e. Discussion/Action regarding approval of the Riviera Event and Wedding Cancellation Policies
- f. Discussion/ Acceptance of November 19, 2019 Finance, Licensing, and Regulation Committee Payment Approval Reports

16. Recommendation of the Planning Commission of November 18, 2019- Ald Skates

- a. Discussion/Action regarding Resolution 19-R74 authorizing the issuance of a Conditional Use Permit (CUP) filed by Bohdan & Patricia Kachur 968 S. Lake Shore Dr. Lake Geneva, for a request to reconstruct an addition to the property located at 968 S. Lake Shore Dr. located in the Estate Residential - 1(ER-1) zoning district. Tax Key No. ZYUP00106A
- b. Discussion/Action regarding amended Precise Implementation Plan (PIP) filed by Patrick & Rachel Lynch 940 Maytag Rd., for a request to allow the reduction to the lake shore setback of the property located in the Estate Residential (ER-1) zoning district, Tax Key No. ZCE00005 (*Planning Commission denied the amended PIP at the November 18, 2019 meeting*)

17. Mayoral Appointments

- a. Approving the appointment of Bob Russell to the Oakhill Cemetery Board with a term to expire May 1, 2022

18. Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect

to litigation in which it is or is likely to become involved regarding **Potential Claim related to City of Lake Geneva Short Term Rental Ordinance**

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

20. 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.



OFFICE OF THE CITY CLERK

LANA C. KROPF

626 Geneva Street

Lake Geneva, WI 53147

262.249.4092 • cityclerk@cityoflakegeneva.com

Date: November 25, 2018
To: Common Council
Re: 2020 Candidacy Paperwork

The City of Lake Geneva Candidacy paperwork is now available on the City website and printed copies are available at the Front Counter of City Hall. Candidates may start to circulate nomination paperwork to obtain signatures on December 1, 2019. All paperwork is due to the City Clerk no later than 5:00 p.m. on Tuesday, January 7, 2020.

Any questions on this matter can be directed to the City Clerk by email at cityclerk@cityoflakegeneva.com or by phone at 262-249-4092.

Thank you,

Lana C. Kropf

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement (the “Agreement”) is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. (“Passport”) and the party named below (“Provider”). This Agreement includes and incorporates the terms and conditions found in this document, the Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name: City of Lake Geneva, WI		Contact: Sylvia Mullally	
Email: smullally@cityoflakegeneva.com		Phone: (262) 248-3673 ext. 1	
Provider Contact Address		Provider Billing Contact Address	
626 Geneva Street Lake Geneva, WI 53147		626 Geneva Street Lake Geneva, WI 53147	
Effective Date:			
Services: Passport will provide services (the “Services”) and license all software, including all web and mobile applications and related documentation, (the “Software”) necessary for Provider to operate a mobile payment for parking program (“MPP”) which allows all parking customers in any parking facilities owned or managed by Provider (the “Premises”) the ability to pay for parking using a smartphone application or mobile web application.			
Governing State Law		Wisconsin	
Term: This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the “Initial Term”). Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each a “Renewal Term”) unless either Party notifies the other in writing of its intent not to renew no less than thirty (30) days before the expiration of Initial Term or Renewal Term, as applicable. Following the Initial Term, either party may terminate the agreement upon thirty (30) days written notice to the non-terminating party.			

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II. MOBILE PAYMENT FOR PARKING TERMS

Equipment Provided by Passport:	Initial Signs	Initial Decals
	<p>On-Street Parking: 1 sign per 5 parking spaces or 2 signs per block space for LPR environments;</p> <p>Off-Street Parking: 1 sign per 10 parking spaces</p>	1 decal per hardware unit
<p>Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts</p>		
<p>Ancillary Fees:</p> <ul style="list-style-type: none"> a) Zone setup fees of three dollars (\$3.00) per space - WAIVED b) Initial Signs and Stickers – WAIVED (unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal will apply to additional or replacement orders) c) Provider will pay a ten dollar (\$10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport d) Provider will pay a one dollar (\$1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider’s request 		

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III. FEES

Per Transaction MPP Service and License Fee*		\$0.37
Maximum Convenience Fee Passed through to Parking Customers		\$0.37
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.		
Merchant of Record for Transactions:	X Passport	Provider
Passport Merchant Processing Rate Per Transaction:		Included in Per Transaction MPP Service and License Fee
Payment Gateway Provider:	X Passport	Other
Passport Gateway Fee Per Transaction:	Included in Per Transaction MPP Service and License Fee	

*An MPP “transaction” is a single session lasting less than twenty-four (24) hours in duration.

Passport Labs, Inc:

Provider:

By: _____

By: _____

Name: Khristian Gutierrez

Name: Tom Hartz

Title: Chief Revenue Officer

Title: Mayor

Exhibit A
Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. Technical Support

A. Passport will provide telephone and email support to Provider's staff from Monday to Friday between the hours of 8:00 a.m to 7:00 p.m. EST to address technical and operating setting issues. Passport will provide "after-hours emergency telephone support" available 24/7.

- Monday-Friday 8AM - 7PM EST
 - (US) 980-939-0990
 - Help@passportinc.com
- After-Hours Emergency Support
 - 866.815.3043

B. Provider will provide initial support, including inquires via telephone and email, for end-users ("parkers"). If the Provider is unable to address the parkers technical questions, Provider may escalate end-users to Passport's End-User Support Team for technical issues from Monday to Saturday between the hours of 8:00 a.m to 9:00 p.m. EST at (US) 704-817-2500 or Support@passportinc.com. Provider may not display Passport's phone number (or other direct contact information for Passport) on any marketing or signage visible by parkers.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://passportinc.com/privacy-policy/>.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport's Software own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider's internal use in connection with the services provided under this agreement.

12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and Exhibit B contains a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar (\$250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to

use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of \$0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
- iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
- v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
- ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
- iii. It was independently developed by the receiving party without use of the Confidential Information; or
- iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "wallet program"). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

21. Marketing and Design Services

At Provider's request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

22. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

23. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

24. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

25. Severability

If any provision of the agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

26. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

27. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

28. Amendments

The parties may not amend or modify this agreement except by a written instrument signed by an authorized signatory of each party.

29. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

30. Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this agreement, the parties agree to cooperate in good faith to achieve a satisfactory resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party shall have the right to immediately seek any applicable remedies available at law or in equity for a breach or threatened breach of the confidentiality obligations as set forth in Section 19.

31. Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. Provider will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

32. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

33. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to Passport:

Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.Idilbi@Passportinc.com

If to Provider at the contact information provided on the "General Terms" page.

34. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

35. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

36. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on either Party's purchase orders, releases, invoices or other forms to the extent such terms are different from or inconsistent with this Agreement.

Exhibit B
Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, NOVEMBER 11, 2019 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

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

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

Alderperson Proksa led the Council in the Pledge of Allegiance.

Roll Call

Present: Proksa, Flower, Dunn, Straube, Halverson, Hedlund and Howell

Absent: Skates

Awards, Presentations, Proclamations, and Announcements

Candidacy Paperwork for Spring Election 2020

Re-consider business from previous meeting

Motion by Proksa to reconsider the parking payment option with the Passport App, second by Halverson. Proksa noted that the Council was informed that this option would be free and that was incorrect. She would like the item reconsidered to make sure that it was indeed free. Howell's understanding was under the impression that the cost would be to the user and not the City. City Attorney Draper noted that there is conflicting language about where this user fee is coming from, whether it's the City or the user. He indicated that there was a conversation with the legal department within the Passport company to discuss who is responsible for the user fees. Draper noted that this would need to be reconsidered to clarify the language and then the Council can vote on it again at the next meeting.

Motion carried 7-0.

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

Dick Malmin; N1991 S Lake Shore Dr; Spoke in regards to other Hillmoor Concept plans that have already been conducted.

Acknowledgement of Correspondence

Clerk Kropf acknowledged that there wasn't correspondence to announce at this time.

Approve Regular City Council Meeting minutes of October 28, 2019, as prepared and distributed

Motion by Proksa to approve the minutes of the October 28, 2019 Council meeting, second by Straube. No discussion. Motion carried 7-0.

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on November 5, 2019.* 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.

-2019-2021 Original & Renewal Operator License applications filed by various applicants as listed in packet

-Application for a Temporary Class "B"/ "Class B" Retailer's License filed by JAMM Family Support Inc for the event of JAMM for Families 4th Annual Fundraising Celebration to be held December 1, 2019 at the Riviera Ballroom

-Temporary Operator License Application filed by Robert Growe II for the event of JAMM for Families 4th Annual Fundraising Celebration to be held December 1, 2019

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

Recommendation of the Finance, Licensing, and Regulation Committee of November 5, 2019- Ald Howell

Discussion/ Action regarding **Resolution 19-R70** approving the Pay Scale Grades and Pay Scales for Full-Time Non-Represented Employees for the 2020 Budget Year effective January 1, 2020

Motion by Howell to approve, second by Hedlund. Howell noted that this is included in the 2020 budget. Finance Director Hall noted that this is a 2.5% adjustment to the scale to be effective January 1, 2020. Motion carried 7-0.

Discussion/Action regarding **Resolution 19-R71** approving the Pay Scale Grades and Pay Scales for Part-Time Non-Represented Employees for the 2020 Budget Year effective January 1, 2020

Motion by Howell to approve, second by Hedlund. Howell indicated that this is the same as above, but for the part time employees. Motion carried 7-0.

Discussion/Action regarding **Resolution 19-R72** authorizing the amendment of the 2019 General Fund Operating Budget for the use of Contingency funds for additional Comprehensive Plan – Hillmoor Property Concept Plan

Motion by Howell to approve, second by Flower. No discussion. Motion carried 5-2, with Straube & Dunn voting no.

Discussion/Action regarding accepting the bid from WPS to provide the City of Lake Geneva Health Insurance effective January 1, 2020

Motion by Howell to approve, second by Proksa. Howell explained that this bid came in more favorably than United HealthCare and Anthem. Finance Director Hall noted that the renewal came in at 21% and was renegotiated down to 17%. She added that WPS gave a bid that was 1.61% more than the premium amount for 2019. For this reason she is requested that the City accept the bid and switch the insurance to WPS. Hall stated that 17% was put in the 2020 budget, however she will be amending that in January which will return money to the general fund. Motion carried 7-0.

Discussion/Action regarding City of Lake Geneva Non-Medical Benefits Options

Motion by Howell to approve, second by Howell. Howell indicated that these are voluntary benefits. Finance Director Hall indicated that the City will offer short term disability and an accident policy that the employee will pay solely. She then added that the vision plan will be offered with the City paying 50% of the premium, with a cost not to exceed \$5,000 for all of the employees. Motion carried 7-0.

Discussion/ Acceptance of November 5, 2019 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to accept, second by Halverson. No discussion. Motion carried 7-0.

Adjournment

Motion by Flower to adjourn the meeting of the Common Council, second by Dunn. Motion carried 7-0. The meeting adjourned at 6:29 p.m..

Provisional License:

Wendy Johnson
Kirsten Janikowski
David Wingate
Alisa Lilly
Rebecca Gritzuk
Taylor Cramer
Rachel Martin
Vitalina Lindsey

Original License:

Wendy Johnson
Kirsten Janikowski
Michaela Meyer
Rebecca Gritzuk
Jacob Haan
Kara Sussek
Reed Stanek
Vitalina Lindsey
Brianna Nelson
Taylor Cramer
Rachel Martin
Jimmy Ihde
Wesley Dickman-Aranda

Renewal Operator (one year only):

David Wingate



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: Tessa August - Chase Brugger
Establishment Name: Harbor Shores - Gino's East
Address: 300 Wrigley Dr.
Alcohol License No.: BHotel Ex 3 Phone: 262-248-9181

Describe area of premises extension:

30x30 tent set 50ft off of sidewalk in Gino's parking lot to include temporary fence along sidewalk. Will include installed propane heaters and natural wood firepit.

Center St



O-Fire Pit

TENT

Alcohol Service
Food Service

Garbage
Dumpster

WX-PT-26 FENCE

Temp Fence

The Cove

H O T E L
HARDROCK SHORE

City of Lake Geneva
526 Geneva St
Lake Geneva WI 53147 262-248-3673

Receipt No: 12.001231 Nov 5, 2019

300 Wrigley Drive-Harbor Shores Hotel

LICENSE AND FEES
ZONING PERMITS & FEES 60.00
LICENSE AND FEES
LIQUOR & MALT BEVERAGE 25.00
LICENSE

Total: 85.00
=====

City Checks
Check No: 22089 85.00
Payor:
300 Wrigley Drive-Harbor Shores Hotel
Total Applied: 85.00

Change Tendered: .00
=====

Duplicate Copy
11/05/2019 10:37 AM

SPECIAL EVENT INFORMATION (For Temporary Premises Extension Only)

Event Title: Winterfest Food & Beverage Tent

Date and Time of Event: Saturday, Feb. 1st 9am-9pm

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

Event Description:

To enhance the Winterfest experience to Lake Geneva residents and visitors



SIGNATURE OF APPLICANT

11/1/19

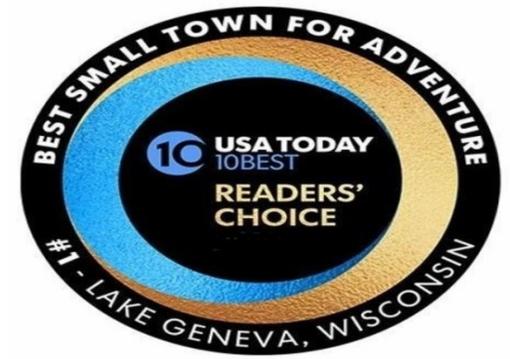
DATE

For Office Use Only

Date Filed with Clerk: 11/5/19
Total Amount: \$ 25.00 Receipt No.: 12.001231
Date Forwarded to Police Chief: _____
Police Chief Signature: _____ Approved Denied
Date Forwarded to Zoning Administrator: _____ (for non-sidewalk café applications)
Zoning Administrator Signature: _____ Approved Denied
Date of FLR/Council Approval: _____
Copies Provided to: Police Chief



*City of Lake Geneva
2020 Budget*





Elected Officials

Mayor Tom Hartz

City Attorney Dan Draper

Municipal Judge Henry Sibbing

Aldersperson Shari Straube, District #1

Aldersperson Selena Proksa, District #1

Aldersperson John Halverson, District #2

Aldersperson Doug Skates, District #2

Aldersperson Rich Hedlund, District #3

Aldersperson Tim Dunn, District #3

Aldersperson Ken Howell, District #4

Aldersperson Cindy Flower, District #4

City Leadership Team

City Administrator Dave Nord

City Clerk Lana Kropf

Finance Director Karen Hall

Building & Zoning Administrator Fred Walling

Parking Manager Sylvia Mullally

Director of Public Works Tom Earle

Fire Chief John Peters

Police Chief Michael Rasmussen

Library Director Emily Kornak

Utilities Director Josh Gajewski

Making Lake Geneva the Most Livable City in Wisconsin 2020 Budget Goals

The 3 Principles of Our City Budget Goals:

- Make the Basics Easy: Provide all residents high quality services at the greatest value to the taxpayer, maintain widespread confidence that the fundamentals are well managed,
- Deliver Good Government: Put all residents first, gather input and transparently communicate our intentions, decisions, and actions,
- Invest in People and Places: Support all residents with design, policy, and programming for a strong and inclusive economy, vibrant culture, and great public spaces.

The following pages are our Strategic Priorities for developing each Department's 2020 Budgets.

2020 BUDGET OVERVIEW

New construction growth of \$31,305,600 or 2.34% of 2018 equalized value generates an additional \$149,266 of property tax revenue, plus an additional \$129,316 for debt service for a total of \$278,582 or 3.83%; a mill rate calculation of \$5.42 per thousand dollars of assessed property value.

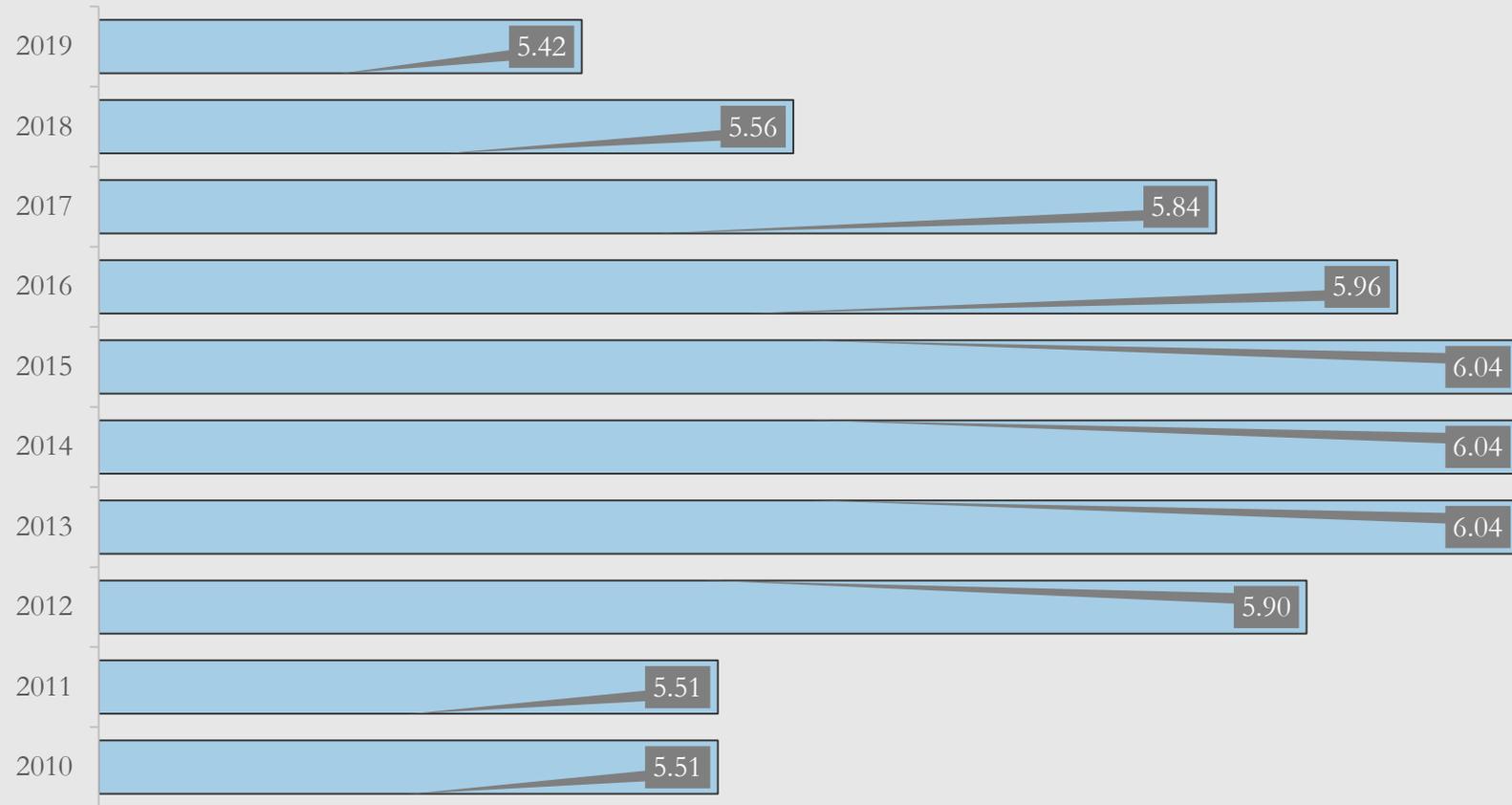
The mill rate calculation of \$5.42 of \$1,000 of assessed property value is less when compared to the rate in 2019 of \$5.56.

With a property value of \$100,000 a tax payer in 2019 paid \$556 for City purposes whereas in 2020 the same property owner will pay \$542, a \$14 reduction or (2.58%).

The 2020 budget includes an increase of 2.5% in salaries and wages.

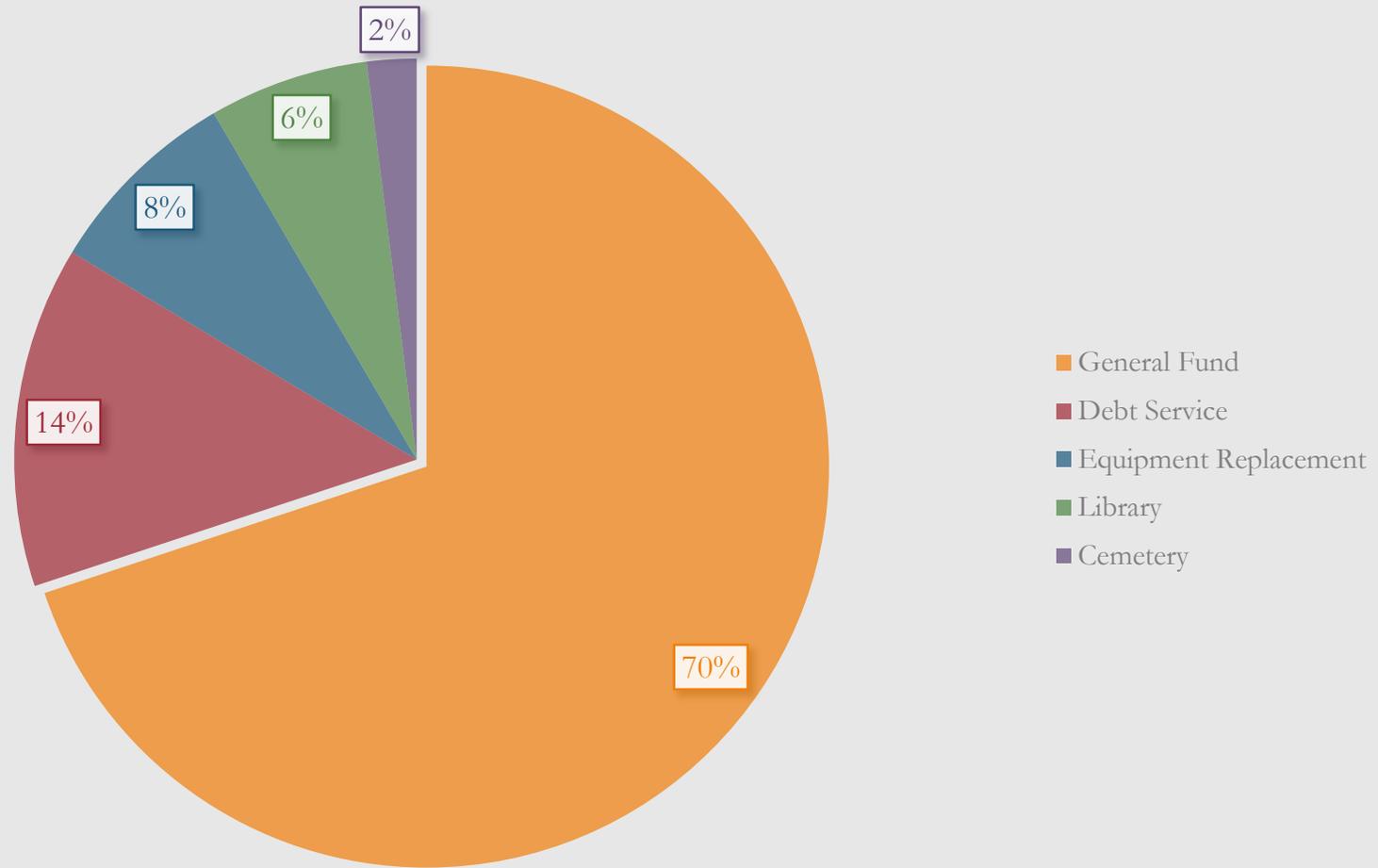
Planned borrowing in the amount of \$3,162,250 for the Riviera renovation and other capital projects.

HISTORY OF CITY TAX RATES BY YEAR



CITY OF LAKE GENEVA				
Tax Levy Distribution				
	2019	2020	Inc/(Dec)	
General Fund	5,063,166	5,277,078	213,912	4.22%
Debt Service Fund	908,859	1,038,175	129,316	14.23%
Cemetery Fund	150,000	150,000	-	0.00%
Library Fund	471,656	485,000	13,344	2.83%
Equipment Replacement Fund	677,990	600,000	(77,990)	-11.50%
	7,271,671	7,550,253	278,582	3.83%
Mill Rate Calculations				
	2019	2020		
Total Tax Levy	7,271,671	7,550,253		
Total Assessed Valuation	1,308,246,600	1,392,131,473		
Rate per \$1,000	0.005558334	0.005423520		
	\$ 5.56	\$ 5.42		

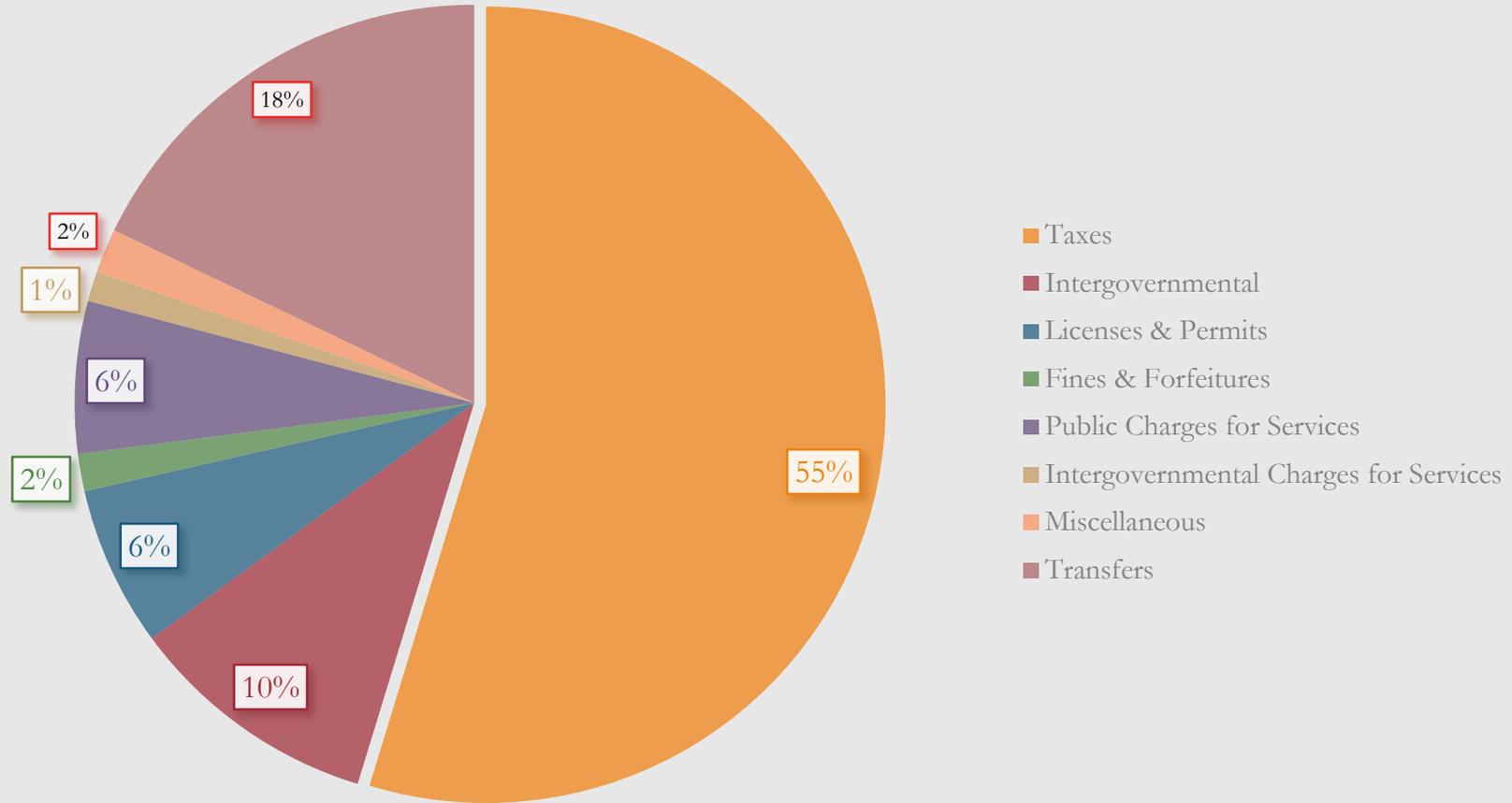
TAX LEVY BY FUND



2020 GENERAL FUND REVENUES

General Fund Revenues increased \$301,536 to \$10,287,221 from the previous year. Major factors in this increase are as follows:

GENERAL FUND REVENUES



2020 OTHER FUNDS REVENUES

- Lakefront Fund Revenues increase 3 % through slip/buoy/kayak rental fees.
- Increase Parking Fund Revenues from \$1,652,700 to \$1,951,500 from higher parking rates.

Safe Community for Everyone

- Ensure access to a safe, reliable and well-maintained utility system that delivers clean drinking water and effectively manages sewage treatment.
- Maintain a visible, approachable public safety presence that addresses community concerns and focuses on prevention, intervention, and safety education activities.
- Offer protection from violence and harm, enforce the law, promptly respond to calls for service, and remain adequately prepared for all emergency situations.
- Promote and sustain a thriving, healthy, and sufficiently regulated community with vital neighborhoods, and commercial areas that are charming, attractive, and well-kept.
- Provide for a safe, reliable transportation network that is well-maintained, clearly marked, and enhances multi-modal traffic flow and mobility.
- Provide for the health, education, and socio-economic well-being of the community through job creation, diverse housing options, and access to basic, day-to-day services.

BUDGET RESPONSE - SAFE COMMUNITY FOR EVERYONE

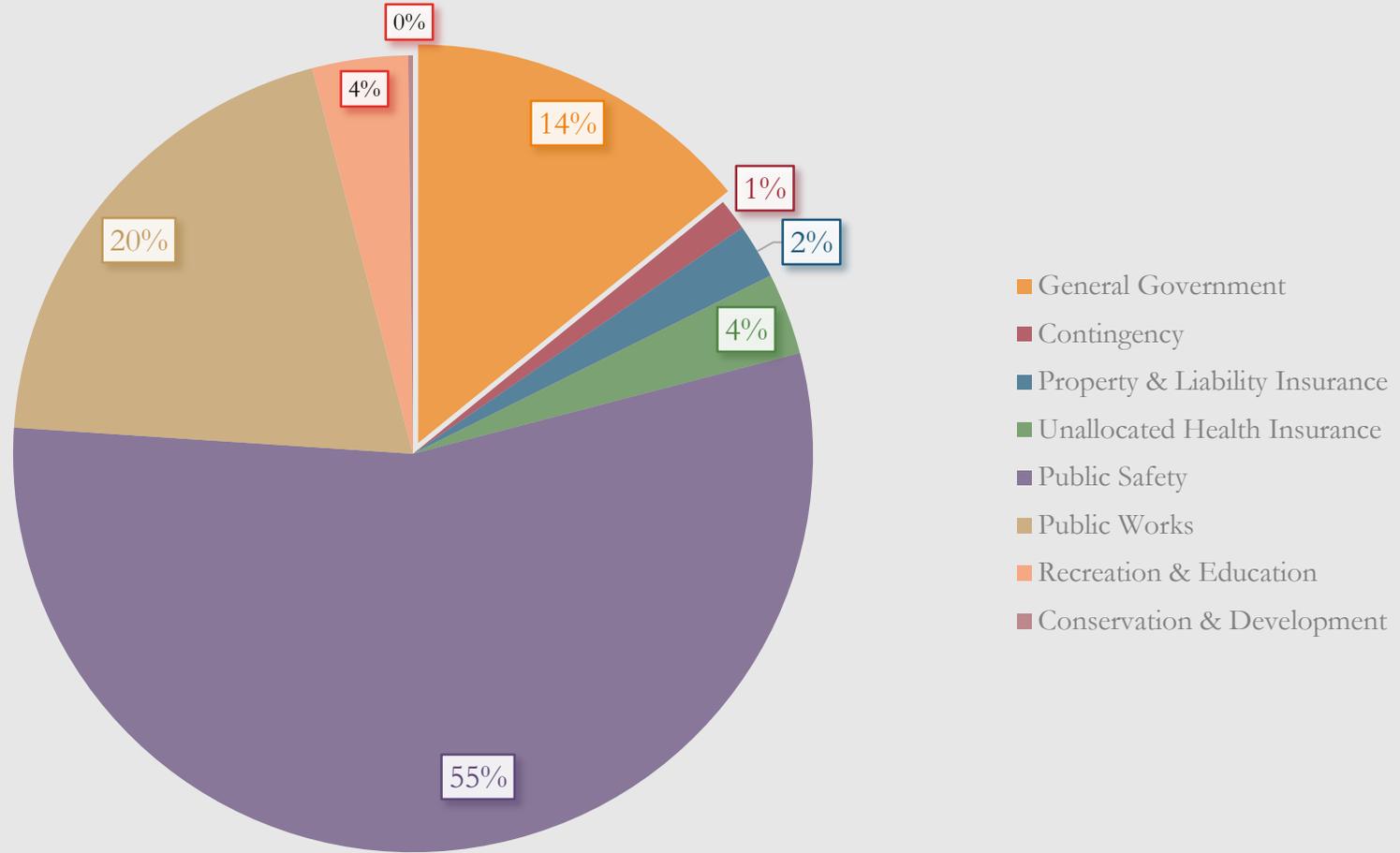
55% of General Fund Expenditures are spent on Public Safety, which includes Police Protection, Fire/EMS Protection, Emergency Management and Building Inspection.

20% of General Fund Expenditures are spent on Public Works.

Capital improvements for safety purposes included in the 2020 budget:

- Lighting/Signals – Edwards and Bloomfield Rd \$125,000
- Security Gate and Cameras – Dunn Field \$ 16,000
- New Air Boat – Fire/EMS \$125,968
- (2) New Police Squads \$ 99,800
- 911 Phone Line Upgrade \$ 20,500
- Snow Plow Replacement \$171,000

GENERAL FUND EXPENDITURES



Robust and Well Planned Infrastructure

- Continuously and proactively maintain, repair, improve and invest in Lake Geneva's transportation infrastructure (roads, streets, and sidewalks).
- Design, construct, and maintain a connected, accessible, and safe network of walkways and bike paths.
- Provide access to a consistently strong Wi-Fi and technology infrastructure that connects all segments of the community.
- Improve parking infrastructure and equipment to increase parking supply, reduce demand, and improve efficiency and customer service.

BUDGET RESPONSE - ROBUST AND WELL PLANNED INFRASTRUCTURE

Capital improvements for infrastructure included in the 2020 budget:

- Streets Paving and Improvements \$750,000
- Crack Sealing and Alley Improvements \$ 95,000
- Bike Trail Maintenance \$ 60,000
- Storm Sewer Repairs/Replacements \$ 25,000

Well Governed
and
Administered
City

- Be a great employer with great employees who offer genuine hospitality and efficient service.
- Provide enduring financial strength.
- Provide excellent services and efficient processes.
- Provide robust physical and technological capital assets to residents and employees.
- Maintain reliable compliance with regulations and well-managed risk.
- Maintain effective, responsive leadership and communication with employees, visitors, and all residents.

BUDGET RESPONSE - WELL GOVERNED AND ADMINISTERED CITY

- 14% of General Fund Expenditures is spent on General Government and Administration
- The 2020 budget has an increase of 2.5% for salaries and wages including benefits other than health insurance
- No new positions added for 2020 – The current position count is 81 Full-Time, 109 Part-Time and 25 Seasonal employees
- Addition of vision insurance and voluntary short term disability and accident insurance
- Continuation of the Aurora employee health clinic
- Total payroll costs including benefits for all departments of the City is \$8,860,368
- Continuing education for city staff, elected officials and commission members \$139,200

Strong, Inclusive Economy

- Encourage and support the attraction, retention and expansion of a well-balanced mix of thriving businesses and industry that contributes to the economic vitality of the community.
- Foster and sustain an attractive, safe and inviting place to live and work that offers a full range of quality housing options and promotes community diversity and inclusion.
- Partner with community organizations to provide high quality employment opportunities by ensuring access to a skilled, educated and diverse workforce.
- Promote local business development and growth through collaborative partnerships, resource support, and efficient, business-friendly processes.
- Provide sufficient and well-planned transportation and utility infrastructure that enables business efficiency, encourages investment, and supports the thoughtful and careful growth of the community.
- Support and encourage a diverse balance of dining, shopping, and entertainment and cultural events that meet the needs of residents and visitors alike.

BUDGET RESPONSE - STRONG, INCLUSIVE ECONOMY

- The Tourism Commission has budgeted over \$450,000 to support and encourage tourism in Lake Geneva.
- The Lake Geneva Business Improvement District has budgeted \$230,000 to support and encourage a diverse balance of dining, shopping, and entertainment and cultural events that meet the needs of residents and visitors alike.
- Partnership with the Walworth County Economic Development Alliance to promote local business development and growth and provide high quality employment opportunities.

Thriving Public Spaces and Culture

- Advance cultural enrichment by supporting the visual, performing, graphic, and literary arts and promoting multi-cultural events.
- Develop and maintain a fully integrated walking and biking trail network that connects the community and promotes healthy lifestyles.
- Preserve and enhance Lake Geneva's parks, trails, green spaces, and public spaces; ensure that they are safe, accessible, attractive, engaging, and well maintained.
- Promote and support a variety of affordable, accessible, and safe community events, activities, entertainment opportunities, and shopping and dining venues that attract and welcome residents and visitors alike.
- Provide a diverse mix of affordable, secure, and convenient recreational and leisure time venues and programs that meet the interests and needs of a multi-generational community.

BUDGET RESPONSE - THRIVING PUBLIC SPACES AND CULTURE

The City of Lake Geneva 2020 Budget includes funding for the following organizations:

- YMCA \$ 55,080
- Geneva Lake Museum \$ 13,000
- Lake Geneva Historic Preservation Committee \$ 6,500
- Avian Committee \$ 4,950

Capital improvements for cultural public spaces included in the 2020 budget:

- Riviera Renovations \$2,152,386
- Library Improvements \$ 115,000
- Bike Trail Maintenance \$ 60,000

Vibrant, Welcoming Neighborhoods

- Attract and retain homeowners by providing well planned, attractive, diverse, and livable neighborhoods; offer a full range of housing options and promote neighborhood identity and pride.
- Develop, preserve, and regulate vital residential neighborhoods that are secure, well lit, well kept, and accessible for daily necessities.
- Develop well maintained, clean, and safe neighborhood parks, trails, and open spaces that are conveniently located and offer a place for residents and families to connect.
- Offer sustainable solid waste management, convenient trash collection, and efficient yard debris removal that preserves the health and appearance of the community.
- Provide for clean, well maintained streets and sidewalks and offer safe mobility for motorists, pedestrians, and cyclists alike.

BUDGET RESPONSE - VIBRANT, WELCOMING NEIGHBORHOODS

The City of Lake Geneva 2020 Budget includes funding for the following purposes:

- Repair and Repave Alleys \$ 60,000
- Park Maintenance and Development \$299,449
- Dunn Field Security \$ 16,000
- Tree and Brush Pickup and Removal \$135,075
- Snow Removal \$174,397
- Street Repairs and Rebuild \$750,000
- Street Cleaning and Maintenance \$898,534
- Refuse Hauling and Recycling Pickup \$577,692

Empower All Residents with Education, Mobility and Technology

- Develop and utilize current technology to inform, educate, engage, and serve the community.
- Enhance connectivity and provide ready access to information and resources for everyone, by ensuring strong Wi-Fi and internet access throughout the community.
- Ensure access to technical training, mentoring programs, professional development, educational resources, and lifelong learning opportunities for all ages.
- Partner and collaborate with our schools to provide high quality educational opportunities and programming for our young people.
- Offer convenient mobility choices that are accessible to all, enhance community livability, and ensure safe travel to any destination for motorists, pedestrians, and cyclists.

BUDGET RESPONSE - EMPOWER ALL RESIDENTS WITH EDUCATION, MOBILITY AND TECHNOLOGY

The City of Lake Geneva 2020 Budget includes funding for the following purposes:

- Bike and Pedestrian Plan Implementations \$60,000
- Library Programs, Print and Non-Print Materials \$86,500
- City Departments Using Various Social Media Outlets (Facebook, Twitter, Instagram, Snap Chat)
- Library Online Resources for Lifelong Learning
- Library Partnerships with Lake Geneva Schools
- Addition of Parking Apps
- Televising Council Meetings

Promote and
Enhance the
Health of the
Lake and Natural
Resources

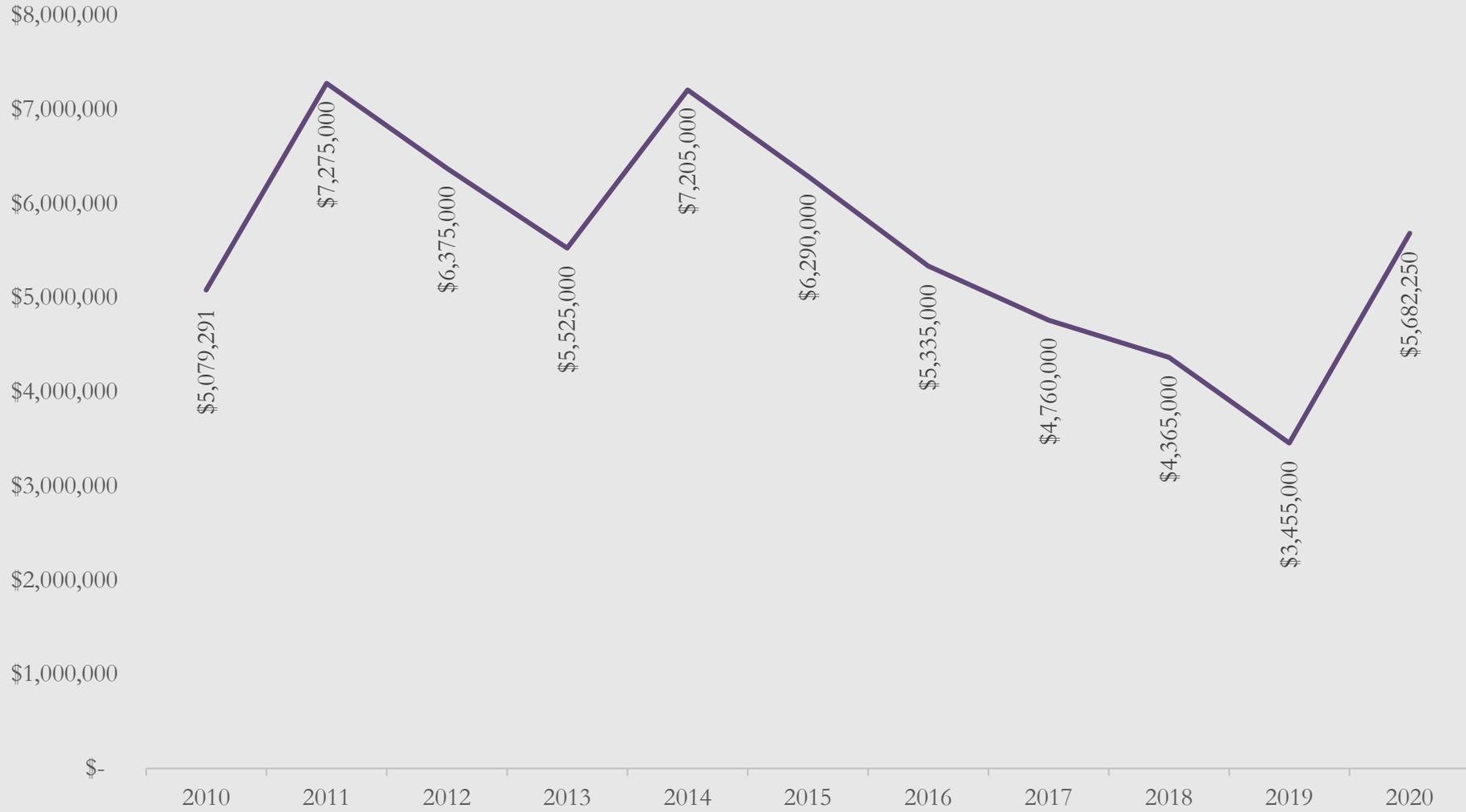
- Partner with neighboring communities to develop a Watershed Plan.
- Promote the healthy use of the lake.
- Support the ongoing development and implementation of a Master Tree Plan.
- Promote the planting of native, low maintenance, and low irrigation vegetation.
- Develop and implement an Invasive Species Management Plan.

BUDGET RESPONSE - PROMOTE AND ENHANCE THE HEALTH OF THE LAKE AND NATURAL RESOURCES

Funding to promote and enhance the health of the lake and natural resources included in the 2020 budget:

- Lake Preservation \$ 22,500
- Geneva Lake Environmental Agency \$ 20,000
- Geneva Lake Level Corporation \$ 4,320
- Purchase/Replacement Tree Program \$ 10,000

OUTSTANDING CITY DEBT BY YEAR



DEBT SERVICE

LEGAL MARGIN FOR NEW DEBT

Maximum general obligation debt that can be incurred by a municipality is set by Wisconsin Statutes Section 67.03 at 5% of total equalized value.

Total Equalized Value 12/31/19		\$1,466,374,700
Statutory limitation percentage		<u>(x) 5%</u>
General obligation debt limitation		\$ 73,318,735
Total outstanding general obligation debt applicable to debt limitation	\$3,455,000	
Less: amounts available in debt service fund	<u>(31,860)</u>	
Net outstanding general obligation debt applicable applicable to debt limitation		<u>\$ 3,423,140</u>
Legal margin for new debt		<u><u>\$ 69,895,595</u></u>

Resolution 19-R75

WHEREAS, the Common Council of the City of Lake Geneva held a Public Hearing for the proposed 2020 Budget on November 25, 2019 pursuant to Chapter 65.90 (4) of the Wisconsin State Statutes and,

WHEREAS, the Common Council has deliberated and discussed the 2020 expenditures and revenues,

BE IT THEREFORE RESOLVED, that the Common Council of the City of Lake Geneva hereby approve the 2020 Operating and Capital Budgets (detail attached) as follows:

	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>
GENERAL FUND			
11	Taxes:		
	General Property Taxes	\$ 5,277,078	
	Other Taxes	676,146	
	Special Assessments	720	
	Intergovernmental Revenues	1,122,044	
	Licenses and Permits	669,300	
	Fines and Forfeitures	155,800	
	Public Charges for Services	731,653	
	Interest Earnings	81,000	
	Miscellaneous Revenues	56,450	
	Net Interfund Transfers	1,512,030	
	Use of Fund Balance	5,000	
	General Government		\$ 1,680,878
	Public Safety		5,670,200
	Public Works		2,046,140
	Culture, Recreation & Education		398,029
	Conservation & Development		19,776
	Health Insurance (Unallocated)		340,477
	Contingency		131,721
	Total General Fund	\$ 10,287,221	\$ 10,287,221
DEBT SERVICE			
20	Tax Levy	\$ 1,038,175	
	Other Revenues/Expenditures		\$ 1,068,175
	Use of Fund Balance	30,000	
	Total Debt Service Fund	\$ 1,068,175	\$ 1,068,175
LAKEFRONT			
40	Lakefront Revenue/Expenditures	\$ 1,150,535	1,100,535
	Use of Fund Balance/Transfers	525,000	500,000
	Total Lakefront Fund	\$ 1,675,535	\$ 1,600,535
PARKING			
42	Parking Revenue/Expenditures	\$ 1,901,500	725,408
	Use of Fund Balance/Transfers	50,000	1,076,092
	Total Parking Fund	\$ 1,951,500	\$ 1,801,500
CAPITAL PROJECTS			
43	Tax Levy	\$ -	\$ -
	Other Revenues/Expenditures	3,165,265	3,770,401
	Use of Fund Balance/Transfers	605,136	-
	Total Capital Projects Fund	\$ 3,770,401	\$ 3,770,401
IMPACT FEES			
45	Other Revenues/Expenditures	16,150	16,150
	Total Impact Fees Fund	\$ 16,150	\$ 16,150
TOURISM			
47	Other Revenues/Expenditures	451,265	451,265
	Use of Fund Balance/Transfers	75,136	75,136
	Total Tourism Fund	\$ 526,401	\$ 526,401
CEMETERY-Operations			
48	Tax Levy	150,000	-
	Other Revenues/Expenditures	44,950	214,450
	Use of Fund Balances/Transfers	19,500	-
	Total Cemetery Fund	\$ 214,450	\$ 214,450
CEMETERY-Perpetual Care			
49	Other Revenues/Expenditures	32,000	-
	Transfer to Cemetery-Operations Fund	-	13,000
	Total Cemetery-Perpetual Care Fund	\$ 32,000	\$ 13,000
EQUIPMENT REPLACEMENT			
50	Tax Levy	600,000	-
	Other Revenues/Expenditures	26,718	601,718
	Use of Fund Balance/Transfers	-	-
	Total Equip Replacement Fund	\$ 626,718	\$ 601,718
LIBRARY			
99	Tax Levy	485,000	-
	Other Revenues/Expenditures	252,724	737,724
	Total Library Fund	\$ 737,724	\$ 737,724

Adopted this 25th day of November, 2019.

ATTEST:

Tom Hartz, Mayor

Lana Kropf, City Clerk

RESOLUTION NO. 19-R76

WHEREAS, the Common Council of the City of Lake Geneva has approved the 2020 Operating and Capital Budgets for the governmental and administrative operations of the City,

NOW THEREFORE BE IT RESOLVED, that there is hereby levied a gross tax of \$29,765,636.09 upon all taxable property within the City of Lake Geneva and the appropriate school districts, as returned by the assessors in the year of 2019 for the following purposes:

NAME	AMT NEEDED	TAX BASE	MILL RATE
STATE OF WISCONSIN	0.00	1,392,131,473	0.000000000
COUNTY OF WALWORTH	5,533,841.30	1,392,131,473	0.003975085
CITY OF LAKE GENEVA	7,550,253.00	1,392,131,473	0.005423520
GATEWAY TECHNICAL COLLEGE	1,170,348.71	1,392,131,473	0.000840688
LAKE GENEVA J1	9,414,259.23	1,391,406,473	0.006766002
LINN JT 4	2,872.04	725,000	0.003961434
UHS LAKE GENEVA-GENOA CITY	6,094,061.81	1,392,131,473	0.004377505
	29,765,636.09		

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to spread the said tax upon the tax roll of the City of Lake Geneva, Wisconsin.

BE IT FURTHER RESOLVED, that the City Clerk be hereby authorized to levy a tax and place on the tax roll any delinquent water and sewer bills and any other special assessments and special charges which the City is empowered to do so under the Wisconsin Statutes;

BE IT FURTHER RESOLVED, this resolution is to be effective upon adoption.

Dated this 25th Day of November, 2019.

CERTIFIED BY:

Tom Hartz, Mayor

Lana Kropf, City Clerk



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: November 18, 2019

Agenda Item: 10

Applicant:
City of Lake Geneva

Request:
Request to amend the Tourist Rooming House
Ordinance verbiage

Description:
Staff has been asked by the State of Wisconsin to amend the wording in our ordinance that currently reads "Tourist Rooming House" to Short Term Rental.

ORDINANCE 19-XX

AN ORDINANCE AMENDING SUB-SUB-SUBSECTION 1a, LAND USE REQUIREMENT OF SUB-SUBSECTION (Y), TOURIST ROOMING HOUSE, OF 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 TO CLARIFY TERMINOLOGY FOR SHORT TERM RENTALS

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

1. Sub-subsection (y) ~~Tourist Rooming House~~ Short-Term Rental, of 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 to read as follows:

(y) ~~Tourist Rooming House~~ Short-Term Rental

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 for more than 6 but fewer than 29 consecutive days. 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 where “residential dwellings” are permitted as that term is defined in Section 66.1014, Wis. Stats.

a. Land Use Requirement:

~~Tourist Rooming House~~ A Short-Term Rental shall only be located as an Accessory Land Use zoning in districts that allow “residential dwellings” as that term is defined in Section 66.1014 Wis. Stats

b. Annual City License Required:

~~Each Tourist Rooming House~~ Short-Term Rental shall operate only during the valid period of an Annual City of Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental License (hereinafter “annual license”) for each consecutive 365-day period. If the ~~Tourist Rooming House~~ Short-Term Rental is transferred or there is any change of ownership of the ~~Tourist Rooming House~~ Short-Term Rental during the valid period of an annual license, the license may only be assumed by the Transferee for the remaining period of the license. Operating a ~~Tourist Rooming House~~ Short-Term Rental without a current version of a valid annual license shall be considered a violation of this Zoning Ordinance, and subject to the penalties of Section 98-936. The following information shall be provided on an annual basis, prior to issuance of said annual license.

- i. Completed City of Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental 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 365-day period, which must be consecutive;
- ii. A current floor plan for the ~~Tourist Rooming House~~ Short-Term Rental 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 violations.
- 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;
- ix. City of Lake Geneva General Business License;
- ~~ix.~~ x. Payment of an Administrative Fee, set by City Council resolution, to cover the costs to the City of administering the above.

The City of Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental License shall be issued with the completion of the above requirements and compliance with the City's Room Tax Ordinance.

c. Property Management Requirements:

Each ~~Tourist Rooming House~~ Short-Term Rental shall be managed consistent with the following requirements:

- i. The total number of days of operation within any 365-day period of an annual license shall not exceed 180 consecutive days. This period of ~~Tourist Rooming House~~ Short-Term Rental Operation shall be specified by the property owner in the required Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental Application.
- ii. The Minimum Rental Period shall be a minimum of seven consecutive days by anyone party.

- iii. The Maximum Rental Period within a 365-day period of an annual license shall be no more than 180 consecutive days.
- 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~~ s Short-Term Rental shall be operated by the property owner or by a property manager explicitly designated in the valid Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental 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~~ Short-Term Rental 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~~ Short-Term Rental 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~~ Short-Term Rental Application.
- x. Each ~~tourist rooming house~~ Short-Term Rental 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~~ Short-Term Rental shall maintain the following written Business Record for each rental of the ~~tourist rooming house~~ Short-Term Rental: 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.

- xii. ~~Tourist Rooming House~~ Short-Term Rental License and emergency contact information must be posted in a conspicuous area within the property at all time.

d. Property Operational Requirements:

Each ~~Tourist Rooming House~~ Short-Term Rental shall be operated per the following requirements:

- i. The "Requirements for ~~Tourist Rooming House Guests~~ Short-Term Rental " form provided by the City of Lake Geneva to summarize City requirements for ~~Tourist Rooming Houses~~ Short-Term Rental, 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~~ Short-Term Rental 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~~ Short-Term Rental. If the ~~Tourist Rooming House~~ Short-Term Rental provides three or more bedrooms, an additional on-site parking space is required for each additional bedroom over two, plus one space for each employee on the largest shift if applicable.
 - [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~~ Short-Term Rental visible on the exterior of the subject property.
 - [b] No exterior sign age related to the ~~Tourist Rooming House~~ Short-Term Rental is permitted, other than the property address.
 - [c] No outdoor storage related to the ~~Tourist Rooming House~~ Short-Term Rental 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~~ Short-Term Rental at levels exceeding those typical for a detached single-family dwelling unit.

v. ~~Tourist Rooming House~~ Short-Term Rental Advertising:

- [a] No outdoor advertising is allowed on the subject property.
- [b] The ~~Tourist Rooming House~~ Short-Term Rental shall not be advertised for availability in any form of media unless the required City of Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental License has been issued.

e. Access and Inspections

- i. The City shall be authorized at all reasonable times upon reasonable notice to the owner to enter and examine any building, structure, or premises, for the purpose of ensuring compliance with this ordinance. The owner, agent or occupant of any such premises who refuses to permit, or prevents or interferes with any entry into or upon the premises by any such inspector shall be in violation of this section.
- ii. The City has adopted the Knox Box key box system requiring the installation of miniature vaults be placed upon the exterior buildings, gateposts or other applicable locations. Contained within the vault are the keys that will allow access to the ~~Tourist Rooming House~~ Short-Term Rental in emergency situations.
- iii. Knox boxes shall be placed on the building for emergency entry into the building. The City may require more boxes dependent on the size of the structure or facility.

f. Penalties and License Revocation

- i. Violations of the requirements for ~~Tourist Rooming Houses~~ Short-Term Rental, the provisions of the ~~Tourist Rooming House~~ Short-Term Rental License, and all other of this subsection (y) are subject to separate daily fines per Section 98-936. Citations for violations of this ordinance will be issued to, and will be the responsibility of, the property owner.

ii. The Annual ~~Tourist Rooming House License~~ Short-Term Rental may be revoked for more than two violations of the requirements specific to ~~Tourist Rooming Houses~~ Short-Term Rental, the License, or the remainder of this Zoning Code. ~~Tourist Rooming House~~ Short-Term Rental operators found non-compliant with the terms of this subsection (y) shall be considered in violation and shall be subject to all applicable penalties up to and including revocation of their ~~Tourist Rooming House~~ Short-Term Rental License.

2. 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 _____, 2019.

TOM HARTZ, Mayor

Attest:

LANA KROPF, City Clerk

First Reading:
Second Reading:
Adoption:
Published:

ORDINANCE OF THE COMMON COUNCIL

An ordinance amending sub-sub-subsection 1a, Land Use Requirement of sub-subsection (Y), Tourist Rooming House, of 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 to clarify terminology for short term rentals

Committee	N/A		
Fiscal Impact:	N/A		
File Number:	19-16	First Reading :	November 25, 2019
		Second Reading :	December 9, 2019

The City of Lake Geneva Common Council does ordain as follows:

1. Sub-subsection (y) ~~Tourist Rooming House Short-Term Rental~~, of 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 to read as follows:

(y) ~~Tourist Rooming House Short-Term Rental~~

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 for more than 6 but fewer than 29 consecutive days. 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 where “residential dwellings” are permitted as that term is defined in Section 66.1014, Wis. Stats.

a. Land Use Requirement:

~~Tourist Rooming House A Short-Term Rental~~ shall only be located as an Accessory Land Use zoning in districts that allow “residential dwellings” as that term is defined in Section 66.1014 Wis. Stats

b. Annual City License Required:

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- ii. A current floor plan for the ~~Tourist Rooming House~~ Short-Term Rental 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 ~~violations~~.
- 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;
- ix. City of Lake Geneva General Business License;
- ~~ix.~~ x. Payment of an Administrative Fee, set by City Council resolution, to cover the costs to the City of administering the above.

The City of Lake Geneva ~~Tourist Rooming House~~ Short-Term Rental License shall be issued with the completion of the above requirements and compliance with the City's Room Tax Ordinance.

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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.
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- [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.
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- ii. The City has adopted the Knox Box key box system requiring the installation of miniature vaults be placed upon the exterior buildings, gateposts or other applicable locations. Contained within the vault are the keys that will allow access to the ~~Tourist Rooming House~~ Short-Term Rental in emergency situations.

iii. Knox boxes shall be placed on the building for emergency entry into the building. The City may require more boxes dependent on the size of the structure or facility.

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i. Violations of the requirements for ~~Tourist Rooming Houses Short-Term Rental~~, the provisions of the ~~Tourist Rooming House Short-Term Rental~~ License, and all other of this subsection (y) are subject to separate daily fines per Section 98-936. Citations for violations of this ordinance will be issued to, and will be the responsibility of, the property owner.

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

Approved by the City of Lake Geneva Common Council on this 9th December, 2019.

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

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

Thomas Hartz, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date



Lake Geneva Utility Commission

Dennis Lyon, President
Josh Gajewski, Utility Director

Jeff Ecklund, Water Superintendent
Ken Bauman, Wastewater Superintendent

361 W. Main Street P.O. Box 187 Lake Geneva, WI 53147 Phone (262) 248-2311
www.lgutilitycommission.com

TO: Public Works Committee
FROM: Josh Gajewski, Utility Director
SUBJECT: Dodge Tower Raising Project
DATE: November 6, 2019

Background

The Utility Commission has become involved with the review of providing municipal water and sanitary sewer service to a potential development near LaSalle St. in the City of Lake Geneva. During the initial review of providing water services, it became evident that there would need to be improvements made in the Dodge Tower Pressure Zone to supply code compliant service to the area.

The Utility has since completed an engineering review of the Dodge Tower Pressure Zone, which outlined several options and the anticipated costs to provide service to the development area. After review of that engineering report, the Utility Commission approved moving into the design phase of the improvement project(s), which will entail raising the existing Dodge Tower by thirty vertical feet to supply adequate pressure to the development area. Additionally, the Utility plans to use the timing of this construction to complete a coating project on the tower, along with safety improvements and modifications to the cellular equipment facilities.

Current Actions

As described, the project is currently in the design phase and is planned to be released for bid in late November, with a scheduled project contract award to follow in mid to late December 2019, and construction starting in the spring of 2020. Given the scope and timing of the project, the Utility has begun the processes necessary to coordinate construction schedules with the cellular carriers. Additionally, correspondence between the City, Utility Commission and Developer is expected to continue through this phase of the project to reach acceptable terms ahead of the contract award and construction start dates.

The total project cost estimates are anticipated to come in between \$600,000- \$800,000 but will be subject to final bid quantity amounts.

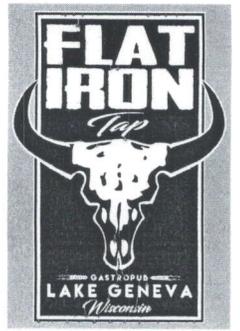
Requested Action

As outlined in the City of Lake Geneva Code of Ordinance 78-8 (5), the Utility Commission is required to obtain approval from the Public Works Committee and Common Council to undertake any construction work in excess of \$250,000.

The Utility would request approval from the Public Works Committee and Common Council at this time to proceed with the Dodge Tower Raising Project, which will have a cost to complete in excess of \$250,000.

Flat Iron Tap

150 Center Street, Lake Geneva, WI 53147
262-812-4064 flatirontap@gmail.com



Sept 30, 2019

City of Lake Geneva
Liquor License Dept.
Lake Geneva City Hall Building
626 Geneva Street
Lake Geneva, WI 53147

To Whom It May Concern:

We at the Flat Iron Tap appreciate the opportunity to apply for the Class B liquor license. We believe that the Flat Iron Tap is the best fit for the Class B liquor license, and we are confident after reviewing our business, our philosophy and our track record, that you will come to agree, as no other establishment is as committed to promoting the local flavor of the City of Lake Geneva. From Day One, the central concept of the Flat Iron Tap is "*local, local, local.*" More than any other pub in town, the entire menu is 100 percent locally sourced farms. The beer selection includes a revolving selection of over 30 *local* micro-breweries. The walls are covered in the works of *local* artists. The music is performed by *local* musicians. The staff is made up of *local* residents. The ownership is 100 percent *local*. This year alone we have been involved in over 20 different local fundraising events. The Tap is unique in that the owner is dedicated to giving patrons an artistic, authentic farm fresh *local* dining experience unavailable anywhere else in Lake Geneva.

With a Class B License we look forward to offering an exciting variety of unique cocktails, the perfect addition to our "casual gourmet" restaurant style. High end whiskeys and fine spirits is the goal, rather than another fungible "watering hole."

We look forward to answering any questions you may have. Please feel free to contact me anytime via phone, text or email...or just come by.

Respectfully,

David Wingate,
Owner, Flat Iron Tap

Here are some of our local farms and businesses we work with:

Wisconsin Meadows

Sustainably Produced Wisconsin Meadows 100% Grass-fed Beef

Green grass, blue sky and the crystal clear waters of Wisconsin are the ingredients in Wisconsin Meadows Grass-fed Beef.

Our beef is produced on family farms all across the state, from humanely treated cattle born and raised in Wisconsin and is naturally-raised without synthetic growth hormones or antibiotics.

Our cattle are never in feedlots, and calves are left with their mothers to learn natural grazing and social behaviors. We use low-stress handling methods which makes for calmer, healthier cattle. They all have outdoor access their entire lives, and eat only pasture forages and hay. [Rotational grazing](#) has many [benefits for the environment](#), the cattle, and the farmer!

Taste the provenance and diversity of Wisconsin's pastures and seasonal variances which produce a rich, beefy flavor compared to the bland, cornfed, homogeneous feedlot product most Americans are used to. With the proper genetics, and careful stewardship of our pastures, we can produce quality lean and tender beef without the use of corn or grains. We think you will appreciate the subtle nuances in the flavor!

The Wisconsin Grass-fed Beef Cooperative is made up of about 200 Wisconsin family farms believes that [rotationally grazing](#) cattle is the best way to raise lean, tasty beef. Our well-managed pastures protect soil and water resources and provide wildlife habitat. We care about that, because we live here, too!

Pinn Oak Ridge Farms

WisconsinLamb™ is not trucked across country or sitting in a warehouse for months on end. Orders are taken by Monday of every week. The lambs are delivered to the locker plant and processed on Tuesday. By Wednesday, *WisconsinLamb*™ is being delivered to your meat case or table.

You can't get any FRESHER than that!

Steve and Darlene Pinnow operate Pinn-Oak Ridge Farms, LLC in Delavan, Wisconsin. They direct market lamb under their *WisconsinLamb*™ trademark to over 40 stores and restaurants in the Madison area, Southeastern Wisconsin and Chicago Area. They also ship anywhere in the USA!

Their high quality product is known for its mild, SWEET and juicy taste. "We Sell Flavor" is their slogan. Pinn-Oak Ridge Farms, LLC has developed a special feeding program to enhance the flavor of the lamb. *WisconsinLamb*™ is hormone and antibiotic free!

Starry Nights Farms

At Starry Nights Farm our mission is to produce top quality 100% grass fed beef in a sustainable, humane way in order to deliver a delicious and nutritious product to our local customers, while respecting nature and building relationships with our customers.

Quality.

This is a top priority and by using the best and smartest farming protocols and taking care of our grasses, our land, and our cows, we ensure a good product for our customers. Our farm is USDA certified organic and we believe this is important for quality and health of our animals and our land. Our rotational grazing method also ensures good, strong grasses that will therefore translate into healthy and happy cows. We stand by our quality of fresh, healthy, delicious and tender beef and anything less is unacceptable!

Connection.

We really want our customers to know us and to know our farm. Sadly, industrialization shattered the connections between eaters and growers.. Recently, there has been a growing consensus that there's something valuable about reestablishing the connections between eaters and the land for the benefit of both the consumer and the producer, and we truly believe this.

We establish this connection at farmers markets, with our blog posts, using social media (*are you following us on [Instagram](#) yet?*), newsletters, and through farm tours and farm events. We like to get involved in our communities and we are happy to call many of our customers friends.

Local.

We don't ship, we physically deliver because we want to keep our business local. It is part of the "connection" we want to establish with our customers, and also buying local has benefits beyond mere convenience. When you support local farmers, you get a better level of service, as well as helping make your community a better place to live. This is in addition to the health benefits and access to unique products that you usually can't find with chain locations.

Humane.

We are proud to be [Animal Welfare Approved](#) by AGW. We treat our cows humanely and care for them very much. Our cows are always outside with fresh air and sunshine. We are also constantly watching weather forecasts to anticipate and manage any harsh weather (be it cold or hot) and move the cows appropriately to give them access to shade or shelter, if needed. We check them every day and make sure their water is working and they have plenty of minerals and feed in the pastures (or hay in the winter). Our cows do the calving naturally, outside, but we are constantly checking for potential difficulties in birthing and intervene to help cows, if needed. We respect and love our cows very much!

Environmental and Sustainable.

Beef gets a bad rap for being bad for the environment. Although to a certain extent, we agree, we know there is two sides of the story. CAFO's (or Concentrated Animal Feeding Operation) where animals are in confinement in a feedlot, are definitely responsible for loss of water quality, agricultural pesticide contamination, large emission of greenhouse gases, and the negative impact of soil quality through erosion, compaction, pesticide application, and excessive fertilization.

Lifetime-pasture farms, on the other hand, actually *benefit* the environment with minerals from manure helping regenerate the soil, reducing nutrient and chemical runoff of the soil, diversifying and invigorating grasslands, sequestering carbon, and supporting wildlife, especially birds and bees. And because there are no antibiotics, steroids, pesticides, herbicides or other harsh chemicals used in our

organic, grass fed production, you don't see any type of environmental destruction. We believe in and practice Regenerative Agriculture to help and save our environment!

Middlebury Farms

We, at Middlebury Farms, are a local, Certified Organic Farm located in Harvard and Woodstock, Illinois. We have been proudly serving Northern & Northeastern Illinois and Southern & Southeastern Wisconsin with the freshest, most flavorful varieties of produce since 2006.

At Middlebury, we pride ourselves on our practices. We always handpick our harvest; as well as, wash, chill and pack our crops for every customer. All of our produce is certified by the Midwest Organic Services Association (MOSA).

For over 10 years now, with every seed planted, every weed picked, we, at Middlebury, always focus on a superior, healthy natural growing environment. This is our guarantee for high-quality, nourishing and flavorful ingredients for your meal creations!

Thank you for supporting Small Business and supporting your local farm.

Alden Hills Organic Farms - Certified Organic & Grass-Fed Meats

Alden Hills Organic Farms has one mission: to **provide you and your family with the healthiest, highest-quality pastured meats** that we can produce.

We are a firm believer that wholly nourishing food comes from building a farm eco-system that enhances both soil and animals. Our meats are Certified Organic and guaranteed grass-fed, grass-finished and always out on pasture.

We specialize in grass-fed beef, pastured poultry, eggs, garlic and popcorn and deliver weekly to various Chicago locations.

River Valley Ranch Mushroom Farm

Over the past 40 years, we have become known as the "mushroom guys". The oldest mushroom farm in the Midwest, we started as a two-man operation growing only white button mushrooms. Today, we have a team of dedicated farmers who sustainably cultivate five varieties of mushrooms year-round, without using any chemicals, preservatives, or growth enhancers. At River Valley Ranch, we are committed to using sustainable food practices from farm to table.

Hill Valley Dairy

FOR RON, THERE IS NOTHING MORE IMPORTANT THAN COMMUNITY.

As a child, he worked on his family farm, Romari Farms, helping his family sustain their operation and developing a kinship with both the land and the milking cows. This background in agriculture led him to be an active member in 4-H and FFA as a child, serving as a Wisconsin FFA state officer and later

pursuing a career in agricultural education. While at UW-Madison, Ron developed his first inkling of his love for making cheese.

“I made my first batch at home in the kitchen on my mom’s stovetop. It didn’t turn out very good, but it was interesting and tasted okay,” said Ron. What started as an amateur interest quickly blossomed into a potential career that would allow Ron to produce something that strongly connected to his family’s farm.

After a few years of teaching, Ron apprenticed at Babcock Hall under Gary Grossen while taking UW-Madison cheesemaking courses. His training continued at his first job at Uplands Cheese in Dodgeville, and continued while working at Cedar Grove, emphasizing his understanding of food safety programs and cheesemaking. From there he landed in Milwaukee as the manager and cheesemaker at the newly opened Clock Shadow Creamery. Over the next three years, Ron established his skills in both the art and science of cheesemaking while getting a feel for managing a creamery.

After this training, Ron and his wife Josie started their family, and Ron took a year and a half sabbatical to look after his daughter and develop the concept for Hill Valley Dairy, a business focused on building and sustaining local community through cheese. In July 2016, Ron and Josie took the first steps, making and selling their own cheese to local markets in East Troy and Burlington.

Hill Valley Dairy is focused on providing local cheese to their local community of southeastern Wisconsin. From the bottom-up, milk-to-market, Hill Valley Dairy’s cheese is meant to be about connecting local people to local products. This can be seen in the company’s current market, selling direct to consumers at farmers markets, to local restaurants and local shops. See a complete list of where to buy their products.

Ron always looks to develop cheese that makes people happy. He wants his cheese to be an everyday staple in people’s homes and not just that “once-in-awhile” cheese you buy for special occasions. He develops his flavors to be flavorful and fun; from the ‘squeaky’ cheese curd, to the whiskey gouda, Ron’s hope is that you find enjoyment from the first bite to the last.

Hometown Sausage Kitchen

More than forty years ago, a young Austrian by the name of John Vogel began crafting his own homemade sausages. Over time, he perfected his craft drawing inspiration from a dream of one day bringing his sausage recipes to the United States

Shortly after, John found himself in East Troy, Wisconsin, where he founded Hometown Sausage Kitchen with his wife, Dolores. John and Dolores built Hometown Sausage Kitchen into a thriving enterprise by remaining loyal to the original recipes brought over from Austria.

In 2011, after living out the American Dream, they retired, hanging up their aprons and selling what was the last independent butcher shop in East Troy to skilled chefs John Hudoc, Thomas Cicero and Lynn Lein, a local farmer from nearby Yuppie Hill Poultry.

Hitting the ground running John, Thomas and Lynn quickly picked up where the Vogel's left off after assuring the couple they would maintain the company's rich heritage in East Troy.

Navarino Valley Elk & Bison Ranch

We are a family owned Elk Ranch currently raising 100 head of Rocky Mountain Elk, and Buffalo.

The animals are roaming the pristine green grass valleys and woods on our Ranch in Navarino Wisconsin.

No hormones or chemicals are used in our farming operation assuring our customers of the cleanest healthiest products in the world.

Benhart Farms

Benhart Farms is a local family farm(border of Lake Geneva & Elkhorn) specializing in home raised beef, swine, chicken, and goat. Our pride is in providing a high quality fresh product.

We are a local family farm that sells only what we raise. You can buy meat off the farm or preferably come visit us at the Farmer's Markets.

Other Local Business/Makers/Farmer that we have supported or partnered with:

Simple Bakery & Market-Lake Geneva, WI

Garlic Underground-Crystal Lake, IL

Lake Geneva's Farmers Market

Geneva Lakes Brewery

Piggly Wiggly-Lake Geneva, WI

Best Bargains, Paddock Lake, WI

Dunn Lumber-Lake Geneva, WI

City of Lake Geneva Policy Regarding Issuance of Regular and Reserve Intoxicating Liquor Licenses

Purpose

The City of Lake Geneva has created this policy to establish criteria and set guidelines to aid the Finance, Licensing, and Regulation Committee (FLR) and the Common Council with the selection and issuance of "Class B" Intoxicating Liquor License and a Reserve "Class B" Intoxicating Liquor Licenses. These licenses (typically referred to as "bar/tavern licenses") give a business the ability to serve intoxicating liquor, fermented malt beverages, and wine for on-premises consumption.

Background

The City of Lake Geneva is required by the State of Wisconsin to establish a quota of "Class B" Intoxicating Liquor Licenses. The quota is based on one license per 500 city residents. The City may increase its quota with a population increase of 500 people, per the Wisconsin Department of Administration's annual population estimate.

Because the City of Lake Geneva attracts many visitors, the demand for "Class B" Intoxicating Liquor Licenses is high. Thus it is imperative that the City set guidelines and criteria to make the selection of a license applicant objective, fair, and transparent.

Fees

The fees for the "Class B" Intoxicating Liquor Licenses are as follows:

- Regular "Class B" Intoxicating Liquor License & Class "B" Fermented Malt Beverage License: \$600
- Reserve "Class B" Intoxicating Liquor License & Class "B" Fermented Malt Beverage License: \$600
- Reserve "Class B" Intoxicating Liquor License One-Time Filing Fee: \$10,000
- Publication fee (required of all license applicants) \$25

No fees shall be required until the reviewing committees have made and approved an applicant to receive the license. Once an applicant is chosen and approved by the reviewing committee, the applicant will need to pay all license fees before it can be issued by the City Clerk's Office.

Criteria

Applicants filing for a Regular or Reserve "Class B" Intoxicating Liquor License will be evaluated based on criteria as outlined below. Each criteria option will have a points associated with it. The total score of all points scored must equal or exceed 32 points to qualify the applicant for a license. The FLR will confirm that the application score equaled or exceeded 32 points and award the applicant a Regular or Reserve "Class B" Intoxicating Liquor License provided all other obligations are met. If the FLR determines that the score is less than 32 points, then it will deny the application. If there are two or more applications, the application with the highest score equal to or higher than 32 points shall be awarded the license. In the event that two applicants tie in the evaluation process, it will be the sole discretion of the committee to determine which applicant shall receive the license.

Please Note: This policy shall only apply to the licenses with a state imposed quota: "Class B" Intoxicating Liquor Licenses and Reserve "Class B" Intoxicating Liquor Licenses with the City. All other liquor licenses issued by the City do not have a quota.

Restaurants

Is the applicant requesting a license for a full restaurant where food sales and processing is the main revenue source (i.e. food sales makes up at least 50% of the gross receipts for the business)?

Yes (5 points) OR No (2 points)

If the applicant is planning to have food available to patrons, will the menu contain at least 20% of its items grown/raised by local farmers/growers located within 100 miles of Lake Geneva?

Yes (4 points) OR No (0 points)

If yes, please list the farmers/growers and products that will be utilized:

With respect to intoxicating liquor, wine and fermented malt beverages, does the applicant plan to offer small-batch and craft items for at least 50% of its intoxicating liquor menu with these items purchased from local breweries/wineries/distilleries located within 100 miles of Lake Geneva?

Yes (4 points) OR No (0 points)

If yes, please list the breweries/wineries/distilleries and products that will be utilized: _____

Building

Is the applicant requesting a license for a new or existing building?

New (2 points) OR Existing (4 points)

Will the applicant make any improvements to the new or existing property? If so, how much what is the projected amount that will be spent on renovations/updates?

\$5,000 to \$25,000 (1 point)

\$25,001- \$75,000 (2 points)

\$75,001- \$150,000 (3 points)

\$150,001+ (4 points)

What is the size of the building where the license will be used?

- 1,000 sq to 2,500 square feet (4 points)
- 2,501 sq to 5,000 square feet (3 points)
- 5,001 sq to 10,000 square feet (2 points)
- 10,000+ square feet (1 point)

What will be the patron seating capacity of the business?

- Less than 50 seating capacity (4 points)
- 51-100 seating capacity (3 points)
- 101-200 seating capacity (2 points)
- 201-300 seating capacity (1 point)

300+ is 0 points because it automatically qualifies for a Class B Combo License

48 seats *12 permitted seasonal sidewalk seats*

What is the proximity of other licensed establishments to the applicant's? (Entrance to Entrance) Select most accurate option.

- > 30 feet (2 points)
- < 30 feet (1 point)

Will your business provide parking for your patrons, or will patrons need to utilize City metered parking?

- Own Parking (2 points) OR City Owned parking (1 point)

Demographics

Will the applicant either be purchasing or currently own this property?

- Yes (3 points) OR No (1 point)

How many people will the applicant employ?

- 5-10 employees (2 points)
- 11-30 employees (3 points)
- 31-40 employees (4 points)
- 40+ employees (6 points)

Where does the owner of the business live?

- City of Lake Geneva (5 points) or Outside the City of Lake Geneva but in Walworth County (3 points)
- Or in the State of Wisconsin (1 point)

930 Marshall St. Lake Geneva, WI, 53147

Is the business an independent/original concept or a copy/franchise?

Independent/Original concept (5 points) OR Copy/Franchise (2 points)

Total

Total number of points applicant scored 46

Scoring Guidelines

The applicant must score 32 or more points to qualify for a Regular or Reserve "Class B" Intoxicating Liquor License.

Conclusion/Determination

In the event of a tied application score between multiple applicants, as noted earlier, it will be the committee's discretion to review and discuss the various applications and determine which applicant will be granted the license, while closely following the guidelines as aforementioned. All licenses are subject to the approval of the Common Council, and no license will be issued to any applicant with outstanding city claims (i.e. personal property tax, utilities, license fees, etc)

Additionally the City of Lake Geneva Police Department shall complete a background check of the applicant. This background check will be included as part of the reviewing committee's determination.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: 06/30/2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of }
 Village of } LAKE GENEVA
 City of }

County of WALWORTH Aldermanic Dist. No. _____
(if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456102943303902</u>	
FEIN Number <u>815116545</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100-</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$ <u>10,500</u>
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>25</u>
TOTAL FEE	\$ <u>10,625</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
D&D RESTAURANT GROUP, INC DBA "THE FLAT IRON TAP"

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
WINGATE	DAVID	J	[REDACTED]
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LINDSEY	JOHN	S	[REDACTED]
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name THE FLAT IRON TAP Business Phone Number 815-814-2301
 2. Address of Premises 150 CENTER STREET, LG, WI Post Office & Zip Code 53147

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
FIRST FLOOR BAR AREA - 24 TAPS, 4 COOLERS, SHELVES FOR WINE;
FIRST FLOOR DINING ROOM - TABLES AND BARSTOOLS FOR PATRONS;
BASEMENT - WALK-IN COOLER FOR STOING KEGS; BACK ROOM FOR STORING BEER
AND WINE. OFFICE CAGE STORED WINE UPON WINE RACK.

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? D&D RESTAURANT GROUP, INC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
AGENT LINSEY HAS NOT COMPLETED TRAINING. OWNER WINGATE HAS.
-
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
-
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
-
9. (a) **Corporate/limited liability company applicants only:** Insert state ILLINOIS and date 01/13/17 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
-
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
D&D CURRENTLY HAS A CLASS B BEER AND CLASS C WINE LICENCE
-
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) WINGATE, DAVID J.	Title/Member President	Date 05/03/19
Signature 	Phone Number [REDACTED]	Email Address FlatIronTap@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

ok



Lake Geneva Police Department
 626 Geneva St.
 Lake Geneva WI 53147
 Phone: (262) 248-4455

Call Simple Lists

Printed On: 11/20/19 14:01

Lake Geneva

Call#	Reported Date	CAD CFS	Location	Common Name	Disp	Unit#	Officer(s)
19-016959	11/03/19 14:59	Bar Check	150 Center St,1;LG	Flat Iron Tap	FIN	706	193
19-015896	10/13/19 12:15	911 Hang Up/Misdial	150 Center St,1;LG	Flat Iron Tap	FIN	713	214
19-015106	10/01/19 03:03	Building Check	150 Center St,BLDG;LG		FI	724	396
19-010286	07/18/19 23:12	Assist Fire	150 Center St,PKL;LG		FIN	704	117
19-009948	07/14/19 16:26	Community Service	150 Center St,1;LG	Flat Iron Tap	FI	734	146 394
19-009631	07/10/19 05:24	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-008921	07/02/19 05:06	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-008073	06/20/19 05:33	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-006975	06/03/19 05:12	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-006436	05/26/19 02:59	Liquor/Alcohol Violation	150 Center St,1;LG	Flat Iron Tap	VER	704	117
19-005905	05/17/19 02:55	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-004945	04/26/19 05:10	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-004601	04/18/19 05:20	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-004305	04/10/19 05:10	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-003104	03/11/19 05:19	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-002421	02/23/19 05:13	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-001836	02/09/19 05:26	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	721	383
19-001154	01/26/19 05:06	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	722	383
19-000445	01/10/19 04:53	Building Check	150 Center St,1;LG	Flat Iron Tap	FI	722	383



Lake Geneva Police Department
 626 Geneva St.
 Lake Geneva WI 53147
 Phone: (262) 248-4455

Incident Summary

Printed On: 11/20/19 14:03

Lake Geneva

19-006436 150 Center St,1;LG Liquor/Alcohol Violation(LIQU)
Reported : 05/26/2019 02:59:48 **Units** : 704 - 117 - Derrick, Daniel Thomas Jr
 721 - 383 - McNeil, Kyle Lawrence
Priority : 3
Case# :
Stacked : 05/26/2019 02:59:48
Dispatched : 05/26/2019 02:59:49
Arrived : 05/26/2019 02:59:49
Finished : 05/26/2019 03:11:54
Disposition : Verbal Warning

Notes

Date	Unit	Notes	PF
05/26/2019 03:02:03		Names Added : Wingate, David James;	401
05/26/2019 03:06:59		Dispatched: 721	401
05/26/2019 03:07:51	721	Names Updated : Wingate, David James;	383
05/26/2019 03:08:58	721	Assisted Sgt with after hours alcohol consumption at the Flat Iron Tap. All subjects inside poured out alcohol and subject who was the manager was issued verbal warning. McNeil	383
05/26/2019 03:09:28	704	Sgt was patrolling N/B on Center St. and observed what appeared to be multiple people inside Flat Iron Tap. Sgt. Derrick confirmed that it was after hours of operation. Sgt. Derrick and Ofc. McNeal subsequently entered the unlocked door in back. Inside was six individuals all with open alcohol containers. Sgt. Derrick identified Wingate as the owner of the establishment. Sgt. Derrick confirmed that they were not there for the purposes of actively cleaning or re-stocking the bar. Further, there was three individuals that are not employed with Flat Iron Tap. Sgt. Derrick asked Wingate if he understood his responsibilities as an owner and that they could not have open containers. He indicated he did. Sgt. Derrick warned Wingate and released him.- Derrick	117
05/26/2019 03:11:53		CFS from -> MISC to LIQU	

Units

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
704	05/26/19 02:59:49	OI	117	401	
721	05/26/19 03:06:59	DI	383	401	
721	05/26/19 03:07:10	AC	383	383	
721	05/26/19 03:08:00	OS	383	383	
721	05/26/19 03:08:58	FI	383	383	Verbal Warning
704	05/26/19 03:11:54	FI	117	117	Verbal Warning



Lake Geneva Police Department
 626 Geneva St.
 Lake Geneva WI 53147
 Phone: (262) 248-4455

Incident Summary

Printed On: 11/20/19 14:21

Lake Geneva

19-016959 150 Center St,1;LG
Reported : 11/03/2019 14:59:09
Priority : 3
Case# : 19-016959
Stacked : 11/03/2019 14:59:09
Dispatched : 11/03/2019 14:59:09
Arrived : 11/03/2019 14:59:09
Finished : 11/03/2019 15:11:35
Disposition : Finish

Bar Check(BARC)

Units : 706 - 193 - Nettesheim, Glen John

Notes

Date	Unit	Notes	PF
11/07/2019 06:26:55	706	Did liquor license check, no licensed bartender on premise. Nettesheim 193	193
11/20/2019 14:06:28	707	Det. Ecklund completed a citation to the agent of the business, John Sherman Lindsey. Ecklund left a message for Mr. Lindsey to call him back in regards to the matter. JE #186	186

Units

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
706	11/03/19 14:59:09	OI	193	404	
706	11/03/19 15:11:35	FI	193	404	Finish

RESOLUTION OF THE COMMON COUNCIL			
Resolution adopting a 2019 budget amendment authorizing the transfer of funds from the General Fund to the Equipment Replacement Fund and approving the use of existing Equipment Replacement Funds for the replacement of a fire vehicle			
Committee:	Finance considered on November 19, 2019		
Fiscal Impact:	Use of Equipment Replacement Funds in the Amount of \$13,258.42		
File Number:	19-R73	Date:	November 25, 2019

Whereas, the Lake Geneva Common Council approved the 2019 Operating Budget for the General Fund, and

Whereas, the Police and Fire Commission approved the funding of the purchase of a 2020 Ford Interceptor fire vehicle in the amount of \$52,187 through a transfer of funds between the General Fund and Equipment Replacement Fund and use of current Equipment Replacement Funds as follows:

Insurance Claim Proceeds Received	\$16,908.58
2% Fire Dues	\$12,020.00
EMS ACT 102 Funds	\$10,000.00
Equipment Replacement Fund (balance)	\$13,258.42

Whereas, the Finance, Licensing and Regulation Committee approved the request for the transfer of funds between the General Fund and the Equipment Replacement Fund, and

Therefore be it Resolved, that the Lake Geneva Common Council adopt a budget amendment allowing for the transfer in the 2019 Operating Budget as follows:

Increase Acct #11-10-00-59600, Transfer to Equip Replacement	\$38,928.58
Increase Acct #50-00-00-49400, Transfer from General Fund	\$38,928.58

Now Therefore be it Further Resolved, that the Lake Geneva Common Council approve the use of existing 2019 Equipment Replacement Funds in the amount of \$13,258.42 for the balance due for the new fire vehicle.

Granted by action of the Common Council of the City of Lake Geneva this 25^h day of November, 2019.

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

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

Thomas Hartz, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

Memo

To: Chief John Peters
From: Captain Detkowski
Date: November 4, 2019
Re: Car 2 Replacement

I am recommending replacement of damaged fleet vehicle Car 2 (2871-09).

Replacement would be with a 2020 Ford Interceptor purchased under state bid pricing. Total project would total \$52,187.00. Which would include;

- Vehicle- \$37,246.00
- Radios, lighting, technology, and graphics- \$14,941.00

This project would be funded through the following sources and transfers into the Equipment Replacement Fund

- Insurance check Car 2 claim- \$16,908.58
- 2% fire dues line item- \$12,020.00
- EMS Act 102 fund- \$10,000.00

The balance of \$13,258.42 would be funded through the Equipment Replacement Fund.

This plan is understood by the City Administrator and Finance Director.

The City Clerk and Finance Director will prepare the budget resolutions for FLR and the Council upon PFC approval..

CONTRACT CHANGE ORDER

Change Order: #1 Date: October 10, 2019

Name of Project: 2019 Street Improvement Program
OWNER: City of Lake Geneva
CONTRACTOR: Payne & Dolan, Inc.
ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: See attached documentation.

Justification: (See attached)

Change to CONTRACT PRICE- \$ 10,391.03
Original CONTRACT PRICE - \$ 684,528.66
Current CONTRACT PRICE adjusted by previous CHANGE ORDER - \$ 684,528.66
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by - \$ 10,391.03
The new CONTRACT PRICE including this CHANGE ORDER will be - \$ 694,919.69

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by zero calendar days.
The date for completion of work will be Substantial (Date) Final (Date)

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR effected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER: Wyatt Ploetz Date 10/31/19
Name: Wyatt Ploetz
Title: Construction Manager

Accepted by the CONTRACTOR: Raymond A. Postotnik Date 10/31/19
Name: Raymond A. Postotnik
Title: Agent

Approved by the OWNER: Tom Earle Date
Name: Tom Earle
Title: Director of Public Works

CONTRACT CHANGE ORDER # 1

CCO #1					
Item No.	Description	Unit	Qty	Unit Price	Total Price
1.01	Double Yellow Center Line - Dodge Street	LF	3400	\$ 1.45	\$ 4,930.00
1.02	Radial Detectable Warning Fields	SF	26.4	\$ 110.00	\$ 2,904.00
1.03	Extra Radial Detectable Warning Fields	EA	2	\$ 121.00	\$ 242.00
1.04	Asphalt Driveway Removal	SF	841.83	\$ 2.75	\$ 2,315.03
TOTAL - Contract Change Order #1					\$ 10,391.03

2019 Street Improvement Program, City of Lake Geneva

Justification of Price for Contract Change Order #1

Item #1.01, Double Yellow Center Line – Dodge Street:

- A. Description: This work shall consist of painting a double yellow epoxy center line on Dodge St. from Jefferson Ave. to Pond View Ln. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a linear foot (LF) item completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.02, Radial Detectable Warning Fields:

- A. Description: This work shall consist of providing and installing radial detectable warning fields at one ramp location on Center St. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a square foot (SF) item completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.03, Extra Radial Detectable Warning Fields:

- A. Description: This work shall consist of providing any extra radial detectable warning fields that were ordered to complete work on Center St. to the City for possible use at a later date.
- B. Measurement: The work shall be measured as EACH item completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

Item #1.04, Asphalt Driveway Removal:

- A. Description: This work shall consist of removing existing asphalt within driveways & alleys behind concrete curb & gutter that is to be removed and replaced as part of the Base Bid. This work shall be in accordance with the project specifications (including all state specifications that apply), project plans, and as hereinafter provided.
- B. Measurement: The work shall be measured as a square foot (SF) item completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all labor, materials, and equipment; and for cleanup & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

CONTRACT CHANGE ORDER # 1

CCO #1					
Item No.	Description	Unit	Qty	Unit Price	Total Price
1.01	Double Yellow Center Line - Dodge Street	LF	3400	\$ 1.45	\$ 4,930.00
1.02	Radial Detectable Warning Fields	SF	26.4	\$ 110.00	\$ 2,904.00
1.03	Extra Radial Detectable Warning Fields	EA	2	\$ 121.00	\$ 242.00
1.04	Asphalt Driveway Removal	SF	841.83	\$ 2.75	\$ 2,315.03
TOTAL - Contract Change Order #1					\$ 10,391.03

CITY OF LAKE GENEVA



EMPLOYEE HANDBOOK

Adopted December 23, 2013

Updated May 14, 2018



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INTRODUCTION

101. Introductory Statement

This handbook sets forth employment policy guidelines, rules of conduct and guidance regarding general expectations of professional behavior and conduct which employees of the City of Lake Geneva are expected to follow. This document is designed to inform employees about what the employer may generally expect from its employees, so as to guide employees in their professional duties and in fulfilling their responsibilities as public servants. None of the statements or policies outlined in this handbook are meant to create any contract of employment, nor do they imply that the employer is guaranteeing employment for any personnel or changing the at-will employment relationship in any manner. This document is not nor is it intended to be construed as an employment contract or to guarantee any rights to employees. The policies included in this handbook shall apply to all City of Lake Geneva employees, except for those utility, public safety and library employees whose employment shall be guided by their own departmental personnel policies; to the extent those policies differ from this handbook.

To the extent this handbook conflicts with specific language in any applicable collective bargaining agreements covering certain personnel, the specific language of the collective bargaining agreement shall control over the language of this handbook when required. Additionally, any wages, hours and working conditions referenced in this document that are subject to the mandatory duty to bargain are not binding on those parties unless permitted by the collective bargaining agreement or upon fulfillment of the duty to bargain between the union and employer, or upon waiver.

Final interpretation and implementation of any of the policies or rules contained in this handbook are vested solely with the City of Lake Geneva through the City Administrator. The City reserves the right to revise, supplement, or rescind any policies from time to time as it deems appropriate, in its sole and absolute discretion, with or without notice.



The contents of this handbook are not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority and which are updated from time to time and are controlling.

102. Organization Description

I. Goals

It is the policy of the City of Lake Geneva to provide quality services to its citizens and visitors. City personnel will work to provide these services in the most professional, ethical, courteous, cost-efficient and effective manner.

II. Mission Statement

The City of Lake Geneva seeks to preserve its small City atmosphere, reasonable cost of living, and high quality of life by carefully controlling land use and development, and delivering quality programs and services in a fiscally responsible manner.

III. Description of the City

The City of Lake Geneva is incorporated under the general statutes of the State of Wisconsin. The citizens of the City elect a mayor and eight Council members, who together comprise the governing body of the City. The mayor and four Council members are elected in even-numbered years and the remaining Council members in odd-numbered years. The governing body establishes policies, approves ordinances, sets the operating budget and establishes wages and salaries and conditions of employment.

The administrative operation of the City is under the direction of the City Administrator, who is hired by the mayor and Common Council. The Administrator is responsible for the overall daily operation of the City, supervision of all employees, the administration of the budget as adopted by the Common Council, and the coordination of the activities of all City departments. City personnel are responsible to the City Administrator, who is responsible to the mayor and Common Council.

103. Organizational Chain of Command

As with any government agency, the operation of the City relies upon an effective chain of command structure. The ultimate authority for decisions concerning policy in the City resides by law with the



Common Council, under the leadership of the Mayor and the City Administrator. The City Administrator, as the chief administrative officer of the City, is the primary professional advisor to the Common Council, and heads the City's management team. The management team is comprised of the various City Department Heads, who report to the City Administrator, and supervisors subordinate to those Department Heads. This management team concept is the process by which recommendations for Council actions are developed and decisions implemented. The system represents a means of establishing orderly lines of organization and communication as management personnel unite with the elected officials to promote effective services for the City.

The City Administrator is responsible for the development, supervision, and operation of the City and its personnel and facilities. The City Administrator is given the latitude to determine the best method of implementing the policy decisions of the Common Council.

All staff members and supervisors shall be responsible to the Mayor and Common Council through the City Administrator. Each employee shall refer matters requiring administrative attention to his or her supervisor, who shall refer such matters to the next higher authority, when necessary, and through the City Administrator to the Personnel Committee. Each employee is to keep the person that the employee reports to informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this handbook or about any other aspect of his or her job, those questions, opinions or suggestions should be directed through the chain of command structure.

The City Administrator and those Department Heads, supervisors and employees so directed by the City Administrator shall attend all meetings, when feasible. Administrative participation shall be by professional counsel, guidance, and recommendation — as distinct from the deliberation, debate, and voting of the members of the Common Council.

Any employee who receives directives or requests from any individual citizen, business representative, or elected or appointed official is to immediately report such directive or request to the employee's supervisor. No specific directives or requests from such persons are to be fulfilled unless permission to do so is given by the employee's supervisor.



Generally, if an employee has a problem with an individual, the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, the employee should address the problem through the employee's immediate supervisor and onward through the chain of command. In some instances, the employee's supervisor may decide to refer the problem through the chain of command where it can be addressed by another supervisor or the City Administrator. If an employee feels harassed by another person based on one's protected status, the employee is directed to follow the harassment reporting policy contained in this handbook.

104. *Organizational Chart*

The Common Council has adopted an organizational chart to delineate the reporting relationships among the various employees of the City. The most current organizational chart is included as a supplement to this handbook, as depicted on "Appendix A".



105. Employee Acknowledgement Form

By signing below, I hereby acknowledge that I have received a copy of the City of Lake Geneva Employee Handbook, and further acknowledge that I have read and understand its contents. I acknowledge that it is my responsibility to ask questions about anything contained in this document that I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in this handbook, as well as any policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this handbook provides guidelines and information, but it is not, nor is it intended to constitute, an employment contract of any kind. I understand that any contract or employment agreement must be authorized and approved by the Common Council at a duly-noticed meeting. I acknowledge that I have not entered into any such individual agreement or contract by acknowledging receipt of this handbook or by following any of the provisions of this handbook. I understand that the City may, at any time, change the contents of this handbook and/or my compensation and benefits, with or without notice to the extent permitted by law.

I understand that my employment can be terminated at the option of either the Employer or me, at any time, for any reason. I understand that this handbook and the Acknowledgement Form do not vary or modify the at-will employment relationship between the City and me.

Employee Signature

Date

Supervisor Signature

Date



[After reading and signing this page, please detach from the handbook and return to your supervisor, who will submit the signed form to the City Administrator for placement in your personnel file.]



GENERAL EMPLOYMENT

201. *Employment Classification*

Based on the needs of the City, employees are classified within the following categories:

- Regular Full-Time Employees
- Regular Part-Time Employees
- Seasonal or Temporary Employees
- Contractors

A regular full-time employee is an employee who works a regular schedule and is expected to normally work forty (40) or more hours per workweek. Regular full-time employees may be classified as exempt or non-exempt based on the requirements of the Fair Labor Standards Act. An exempt employee is not paid for overtime hours worked and a non-exempt employee is paid for all overtime hours worked. Only regular full-time employees are eligible to receive benefits from the City, unless otherwise specifically identified in the City's policies or as required by law.

A regular part-time employee is an employee who works a regular schedule and is expected to normally work less than forty (40) hours per workweek. Regular part-time employees may be exempt or non-exempt. A regular part-time employee is not eligible to receive benefits from the City, unless otherwise specifically identified in the City's policies or as required by law.

A temporary or seasonal employee is hired for a specified project or time period, and may work a regular or irregular schedule. Temporary or seasonal employees may be exempt or non-exempt, and do not receive any additional compensation or benefits provided by the City unless required by law.

A contractor is retained by the City on a per project basis, with a defined scope at the project outset. A contractor may perform services on a regular or irregular schedule, and does not receive any additional compensation or benefits provided by the City.

202. *Employment at Will*

Unless expressly prescribed by statute or contract, employees of the City of Lake Geneva are employed "at will", which means that their employment may be terminated at any time and for any reason, with or without advance notice, at the option of either the employee or the employer. Any employment



relationship other than employment "at will" must be set forth in writing and executed by the Mayor and attested by the City Clerk.

203. Residency

The City Administrator is expected to become a resident of the City of Lake Geneva within six months following the date of appointment, unless this requirement is specifically waived or varied by ordinance or by contract authorized by the Common Council.

All other regular full-time and regular part-time Department of Public Works employees of the City shall reside within an area which includes the City of Lake Geneva. Although the City does not require residency within the City limits, it is required that all regular full-time and regular part-time Department of Public Works employees reside within a one-hour response time from the Department of Public Works in the event of a snow fall or call out.

204. Access to Personnel Records

(Lexipol policy 1026)

204.1 PURPOSE AND SCOPE

This policy governs the maintenance, retention and access to personnel files.

204.2 POLICY

It is the policy of the City to maintain consistent employment records and preserve the confidentiality of personnel information contained in personnel files pursuant to state law (Wis. Stat. § 19.36(10)).

204.3 PERSONNEL FILES DEFINED

Definitions related to this policy include:

Personnel file - Any file, including a City, department, training, separately maintained medical file, containing information about an employee and maintained because of the employer - employee relationship, including a file relating to the performance of an employee.



204.4 SECURITY AND MAINTENANCE OF PERSONNEL FILES

Access to personnel files shall be restricted as follows:

- (a) Only the City Administrator or the authorized designee may access personnel files.
- (b) Personnel files shall be maintained in a secured location, locked either in a cabinet or access-controlled room.
- (c) If personnel files are maintained in an electronic format, adequate password protection shall be employed.

204.4.1 MEDICAL FILE

A confidential medical file shall be maintained separately from all other files and shall contain all documents relating to the employee's medical condition and history. No medical information shall be kept outside the medical file. Medical file contents should include, but are not limited to:

- (a) Materials relating to the Family and Medical Leave Act (FMLA) or other medical leaves of absence.
- (b) Documents relating to workers' compensation claims or receipt of short- or long-term disability benefits.
- (c) Fitness-for-duty examinations, psychological and physical examinations, follow-up inquiries and related documents.
- (d) Medical release forms, doctor's slips and attendance records that reveal an employee's medical condition.
- (e) Any other documents or material that reveal the employee's medical history or medical condition, including past, present or anticipated mental, psychological or physical limitations.

204.5 CONFIDENTIALITY OF ALL PERSONNEL FILES

Personnel files are private and confidential and may be exempt from disclosure. A request to release, inspect or copy a personnel record shall be forwarded to legal counsel for review and a decision regarding the action to be taken (Wis. Stat. § 19.36(10)).



204.6 REQUESTS FOR DISCLOSURE

Only written requests for the disclosure of any data contained in any personnel record will be considered. Any employee receiving a request for disclosure of personnel files shall promptly notify the City Administrator (Wis. Stat. § 19.31 et seq.).

The custodian of records will ensure that an appropriate response to the request is made in a timely manner, in accordance with applicable law. In many cases, this will require the assistance of approved and available legal counsel.

All requests for disclosure that result in access to an employee's personnel data, shall be logged in the corresponding file and the affected employee will be notified in writing prior to access and within three days after making the decision to permit access (Wis. Stat. § 19.356(2)(a)).

204.6.1 RELEASE OF CONFIDENTIAL INFORMATION

No employee of the City may disclose private or confidential data without the written consent of the affected employee or written authorization of the City Administrator or the authorized designee except as provided by this policy, pursuant to lawful process and pursuant to state law or court order.

204.7 EMPLOYEE ACCESS TO HIS/HER OWN FILE

Upon request, an employee may review his/her personnel file up to two times each calendar year, unless otherwise provided in the collective bargaining agreement (Wis. Stat. § 103.13(2)). Employees may be restricted from accessing files containing any information that includes (Wis. Stat. § 103.13(6)):

- (a) Criminal investigations involving the employee.
- (b) Letters of reference concerning employment, licensing or issuance of permits regarding the employee.
- (c) Any portion of a test document, except the cumulative total test score for either a section of the test document or for the entire test document.
- (d) Materials used by the employer for staff management planning, including judgments or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.



- (e) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (f) Records relevant to any other pending claim between the employer and the employee which may be discovered in a judicial proceeding.

204.8 PURGING OF FILES

Data in personnel files not related to pending claims or other ongoing legal proceedings may be purged from respective City files once the required records retention period has been met.

- (a) Each supervisor responsible for completing the employee's performance evaluation shall also determine whether any prior sustained disciplinary file should be retained beyond the statutory period for reasons other than pending litigation or other ongoing legal proceedings.
- (b) If a supervisor determines that records of prior discipline should be retained beyond the applicable statutory period, approval for such retention shall be obtained through the chain of command from the City Administrator.
- (c) During the preparation of each employee's performance evaluation, all complaints and discipline should be reviewed to determine the relevancy, if any, to progressive discipline or training and career development. If, in the opinion of the Department Head or the authorized designee, a complaint or disciplinary action beyond the statutory retention period is no longer relevant, all records of such matter may be destroyed pursuant to the current records retention schedule.

205. *Personnel Data Changes*

It is the responsibility of each employee to ensure that his or her personal information and any decisions regarding benefit selection are accurate at all times, and to promptly notify the City of any changes to the employee's personnel file, personal contact information, or family information used for insurance or tax purposes. Changes to personal information must be provided in writing to the City Comptroller as soon as possible to avoid potential issues regarding benefit eligibility, returned W-2s, and other issues related to compensation or benefits. This information may include, but not necessarily be limited to, the following: name; address; telephone number; marital status (for benefits and withholding purposes);



spouse and dependent names, addresses, and telephone numbers (for benefits purposes); beneficiary designations; and emergency contact information.

206. *Hiring, Promotions, Transfers & Assignments*

The City of Lake Geneva seeks to hire the best quality and qualified candidates who will fit the needs and culture of the organization. The City may use hiring, interview and screening processes designed to fulfill that objective.

When in the interests of the employer, the City may attempt to fill any job vacancy by promotion from within the organization. Internal and external applicants may be considered for vacant positions with the City.

From time to time and in the interests of the employer, the City may transfer employees from assignment to assignment, position to position, or department to department. An employee may request to be transferred from one position of a department to another, provided that such requests will only be considered when a suitable opportunity exists and can be fulfilled in the interests of the City. Transfer requests initiated by an employee must be in writing, must include a resume of qualifications from the employee and the reasons for the requested transfer, and must be directed to the head of the Department to which he or she wishes to transfer. Notice of the request must also be provided by the employee to his or her current Department Head.

Appointment of personnel to a higher classification on a temporary basis in order to fill a vacancy shall be considered an "acting appointment". An employee holding an acting appointment may receive a temporary pay increase, if authorized by the Common Council.

207. *Reference & Background Checks*

Depending on the nature of the position and the applicants applying for the position, the City may conduct varying levels of background screening as needed to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they seek to obtain. Information that may be obtained or requested as part of the screening process includes information relating to references, previous employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation and driving records. The City may also obtain



information from a consumer reporting agency. Before denying an extension, assignment, promotion or other benefit of employment, based in whole or in part on information obtained in the credit report from a consumer reporting agency, the City will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

Any employee or applicant seeking employment, transfer, promotion, or assignment will be required to sign a document that constitutes his or her full waiver, release and indemnification of any liability related to the background investigation. Employees or applicants who refuse to sign the waiver, release and indemnification form will not be considered for employment, transfer, promotion or assignment.

208. Performance Evaluations

The City of Lake Geneva expects all employees to perform their job duties at a high quality level that exceeds the expectations of our citizens. Apathy, an inability to work as a member of a team, attitudinal issues and marginal or unacceptable work performance are inconsistent with the interests and expectations of the public and the City.

Supervisors and employees are strongly encouraged to informally discuss job performance and goals at any time, and additional formal performance evaluations may be conducted by the employer on an annual basis. Periodic evaluations are an important tool used to ensure that the City is employing the right individuals to work for our citizens. These evaluations provide an opportunity for supervisors to advise each employee of his or her quality of performance, how performance may be improved, and to receive feedback from the employee concerning training, supervision or any job difficulties that may be occurring. Some of the job factors reviewed may include: accuracy, quality of work, quantity of work, dependability, adaptability, job knowledge, organization, judgment, initiative, cooperation, ability to get along with others, public service mindset, attitude and attendance. The evaluation practices for departments or positions may vary.



209. Outside Employment

(Lexipol policy 1040)

209.1 PURPOSE AND SCOPE

To avoid actual or perceived conflicts of interest for City employees engaging in outside employment, all employees shall initially obtain written approval from the City Administrator prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the City Administrator in accordance with the provisions of this policy.

209.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - The employment of any member of the City who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with the City of Lake Geneva for services, products or benefits rendered. It also includes those employees who are self-employed.

209.2 OBTAINING APPROVAL

No member of the organization may engage in any outside employment without first obtaining prior approval of the City Administrator. Failure to obtain prior approval for outside employment or engaging in outside employment prohibited by this policy is grounds for disciplinary action.

To obtain approval for outside employment, the employee must make a written request and submit it to the City Administrator. Any employee seeking approval of outside employment whose request has been denied shall be notified by the City Administrator.

209.2.1 APPEAL OF DENIAL OF OUTSIDE EMPLOYMENT

If an employee's application is denied or rescinded by the City, the employee may file a written notice of appeal to the City Administrator within 10 days of the date of denial. If the employee's appeal is denied, the employee may file a grievance pursuant to the Grievances Policy, located in Appendix A of this handbook.



209.2.2 REVOCATION/SUSPENSION OF AN APPROVED OUTSIDE EMPLOYMENT APPLICATION

Any approved outside employment application may be revoked or suspended after the employee has received written notification of the reasons for revocation or suspension. Additionally, revocation or suspension will only be implemented after the employee has exhausted the appeal process.

The outside employment may be revoked:

- (a) If an employee's performance declines to a point where it is evaluated by a supervisor as needing improvement to reach an overall level of minimum acceptable competency, and the outside employment may be related to the employee's performance. The City Administrator may, at his/her discretion, notify the employee of the intent to revoke any previously approved outside employment application. After the appeal process has concluded, the revocation will remain in force until the employee's performance directly related to the outside employment has been re-established to the minimum level of acceptable competency.
- (b) If, at any time during the term of an approved outside employment application, an employee's conduct or outside employment conflicts with the provisions of City policy, or any law.
- (c) The outside employment creates an actual or apparent conflict of interest with the Department or City.

209.3 PROHIBITED OUTSIDE EMPLOYMENT

The City expressly reserves the right to deny any application submitted by an employee seeking to engage in any activity that:

- (a) Involves the employee's use of department time, facilities, equipment or supplies, the use of the City uniform, prestige or influence for private gain or advantage.
- (b) Involves the employee's receipt or acceptance of any money or other consideration from anyone other than the City for the performance of an act that the employee, if not performing such act, would be required or expected to render in the regular course or hours of employment or as a part of the employee's duties as a member of this City.



- (c) Involves the performance of an act in other than the employee's capacity as a member of the City that may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other employee of this department.
- (d) Involves time demands that would render performance of the employee's duties for the City below minimum standards or would render the employee unavailable for reasonably anticipated overtime assignments and other job - related demands that occur outside regular working hours.

209.4 CITY RESOURCES

Employees are prohibited from using any City equipment or resources in the course of or for the benefit of any outside employment. This shall include the prohibition of access to official records or databases of the City through the use of the employee's position with the City.

209.4.1 REVIEW OF FINANCIAL RECORDS

Employees approved for outside employment expressly agree that their personal financial records may be requested and reviewed/audited for potential conflict of interest. Prior to providing written approval for an outside employment position, the City may request that an employee provide his/her personal financial records for review/audit in order to determine whether a conflict of interest exists. Failure of the employee to provide the requested personal financial records could result in denial of the off-duty work permit. If, after approving a request for an outside employment position, the City becomes concerned that a conflict of interest exists based on a financial reason, the City may request that the employee provide his/her personal financial records for review/audit. If the employee elects not to provide the requested records, his/her off-duty work permit may be revoked pursuant to this policy.

209.5 Changes In Outside Employment Status

If an employee terminates his/her outside employment during the period of an approved application, the employee shall promptly submit written notification of such termination to the City Administrator through the appropriate chain of command. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through normal procedures set forth in this policy. Employees shall also promptly submit in writing to the City Administrator any material changes in



outside employment including any change in the number of hours, type of duties or demands of any approved outside employment. Employees who are uncertain whether a change in outside employment is material shall report the change.

209.6 Outside Employment While On Disability or Administrative Leave

City employees who are engaged in outside employment and are placed on disability or administrative leave or modified/light-duty shall inform their Department Head in writing within five days whether they intend to continue to engage in outside employment while on such leave or light-duty status. The Department Head shall review the duties of the outside employment along with any work-related doctor's orders and make a recommendation to the City Administrator whether such outside employment should continue or the approved application be suspended or revoked.

In the event the City Administrator determines that the outside employment should be discontinued or if the employee fails to promptly notify the Department Head of his/her intentions regarding the employment application, a notice of intent to revoke the employee's application will be forwarded to the involved employee and a copy attached to the original employment application. The revocation process outlined in this policy shall be followed.

Criteria for revoking or suspending an approved outside employment application while on disability status or administrative leave includes, but is not limited to, the following:

- (a) The outside employment is medically detrimental to the total recovery of the disabled employee, as indicated by the City's professional medical advice.
- (b) The outside employment performed requires the same or similar physical ability, as would be required of an on-duty employee.
- (c) The outside employment is not compatible with the reason the employee is on administrative leave.
- (d) The employee failed to make timely notice of his/her intentions to his/her Department Head.

When the disabled employee returns to full duty with the City of Lake Geneva, a request (in writing) may be made to the City Administrator to restore the permit.



210. Training

The City encourages the professional development of employees that supports the employee and the employer and serves to enrich the professional development of other employees. Prior approval of the City Administrator or appropriate Department Head must be obtained in writing before an employee attends meetings, conferences, training sessions, institutions, workshops, seminars, or special classes. The City may cover the reasonable expenses for registration, tuition, publications and materials, transportation and lodging incurred by the employee in relation to approved training. Employees may earn a maximum of one regular day of pay for each day of training, unless prior approval is obtained from the Department Head.

Employees are responsible for maintaining any required and necessary certification statuses and seeking appropriate recertification when necessary. All requests for reimbursement for certification and recertification, and any applicable training and coursework, must be presented to the City Administrator or appropriate Department Head for approval prior to registering for the required certification or recertification program.

211. Layoffs & Furloughs

Reductions in the workforce may occur through layoffs or furloughs, in addition to attrition or position elimination or modification. The City will determine the departments, number of positions and persons impacted by any reduction in workforce.

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based on skills, abilities, qualifications and the interests and needs of the City. If the skills and abilities of two qualified employees subject to layoff are equal and the needs of the City do not necessitate retaining one employee rather than another, then seniority will be the determining factor in the layoff decision. The City may choose to solicit volunteers for the reduction in workforce.

212. Termination, Resignation & Discharge

There are many reasons an employee may be terminated or choose to terminate his or her employment with the City.



Resignation: If an employee decides to leave the City, he or she is expected to advise the City Administrator in writing at least two (2) weeks prior to his or her date of departure so that an orderly transition may be made. The employee must return all City property and records and complete required forms. An exit interview may be conducted by the Personnel Committee. The City reserves the right to terminate the employee before that date.

Termination: If the City decides to terminate an employee for reasons other than for violating policies or rules, the employee will be notified of the employer's decision. The employee must return all City property and records, and complete required forms. An exit interview may be conducted by the Personnel Committee.

Termination for a Policy or Rule Violation: In the event an employee is terminated for a violation of policy or rules, the employee will not be paid for any accrued but unused time off benefits. The employee must return all City property and records, and complete required forms.

Reduction in Force: Any time a selection is to be made among employees for a reduction in force, consideration will be given to an employee's performance, knowledge, skill, ability, efficiency, reliability, attendance, overall record and length of service with the City.

An employee who resigns or who is terminated will receive his or her final paycheck on his or her next regularly scheduled payday as well as information regarding insurance continuation and other benefit plans.



ANTI-DISCRIMINATION & HARASSMENT

301. Prohibition of Harassment & Discrimination

The City of Lake Geneva is committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this ongoing commitment, the City will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other characteristics protected by law. All employees are encouraged to bring any concerns or complaints in this regard to the attention of management through the City's chain of command structure or through the reporting procedures in specific policies. All complaints of sexual harassment, or of harassment of any nature, will be investigated promptly and, where determined necessary, immediate and appropriate action will be taken to stop and remedy such conduct.

All employees share in the responsibility for ensuring that these policies are effective and are uniformly applied to everyone. As such, employees shall be responsible for:

- Behaving in a courteous and professional manner toward fellow employees and the public;
- Reading this policy and fully understanding its requirements;
- Refraining from engaging in any conduct forbidden by this policy;
- Promptly reporting any incidents of sexual or other harassment, discrimination or retaliation, or other inappropriate behavior; and
- Cooperating in any investigation that may be conducted in accordance with the terms of this policy by providing accurate and complete information about any incidents with which the employee is familiar.

Any employee, including management personnel, determined to be involved in discriminatory practices will be subject to corrective actions up to and including termination.

302. Prohibited Behavior

A fundamental policy of the City of Lake Geneva is that the workplace is for performing high quality work and to serve the interests of the City and the public. To that end, employees must provide a workplace environment free from tensions involving matters that do not relate to the City's business and where employees are at all times courteous and professional in their behavior. The City recognizes



that any atmosphere of tension created by conduct unrelated to work — including animosity caused by ethnic, racial, sexual, or religious remarks, unwelcome sexual advances, requests for sexual favors, or similar discriminatory conduct — does not belong in the workplace and will not be tolerated.

Harassment of employees or applicants for employment with the City is prohibited. For the purposes of this policy, "harassment" is defined as persistently bothering, disturbing, or tormenting another person based on a variety of protected statuses, such as race, color, religion, sex, national origin, disability, marital status, genetic information, or sexual orientation. The City prohibits all forms of harassment, discrimination or retaliation based on protected status, which shall include, but not be limited to:

- Verbal harassment, such as making derogatory statements, epithets, or slurs to or about another person or group;
- Visual harassment, such as displaying offensive posters, cartoons, or drawings; and
- Physical harassment, such as threatening, assaulting, or physically interfering with another person or making inappropriate or unwelcome physical contact.

Sexual Harassment

"Sexual harassment" is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to such conduct is explicitly or implicitly made a term or condition of employment;
- Submission or refusal to submit to such conduct is used as the basis for a tangible employment action; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or work environment.

An employee cannot be forced to submit to sexual harassment as a basis for any employment decision. In addition, the City will attempt to prevent and promptly eliminate any conduct that creates an intimidating, hostile, or offensive work environment for its employees.



Examples of Prohibited Behavior

The following conduct will be considered to be sexual harassment or another form of unlawful harassment or inappropriate behavior in the workplace or in connection with work-related activities:

- Sexually suggestive or off-color remarks or jokes;
- Sexual flirtation, innuendo, advances, propositions, or other sexual activities;
- Unprofessional touching, such as massaging, embracing, or inappropriately putting an arm around another employee;
- Repeated and unwelcome invitations for social interactions outside of the workplace;
- Sexual or racial slurs, derogatory remarks, or offensive gestures;
- Displaying or distributing sexually explicit or otherwise off-color materials, including books, magazines, articles, pictures, greeting cards, photographs, drawings, cartoons, and e-mail messages; and
- Including or excluding any individual from workplace activities, assignments, or responsibilities based on his or her refusal to participate in or tolerate sexual or other forms of harassment, or based on other factors not related to job performance or legitimate business reasons.

This list is not intended to be, nor should it be construed as, an exhaustive listing of prohibited behaviors. Any particular conduct described above may also be inappropriate outside the workplace if the conduct may adversely affect the work environment. Similarly, a consensual relationship does not justify inappropriate displays of affection or other sexual statements or activities during work hours or at work-related functions. Such conduct may constitute sexual harassment regardless of whether the conduct occurs between members of management, between management and subordinate staff employees, between staff employees, or directed at employees by non-employees conducting business with the City. Any questions about whether particular conduct is prohibited under this policy should be discussed with the employee's supervisor or the City Administrator.

303. Harassment by Non-Employees

The City of Lake Geneva will endeavor to protect its employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, citizens, and suppliers conducting business with the City.



304. *Complaint Procedure & Investigation*

If any employee believes that any sort of sexual or other unlawful harassment, discrimination, retaliation, or other inappropriate conduct is interfering with his or her work or the work of others or is creating an intimidating, hostile, or offensive work environment, the City requires that employee to notify his or her supervisor or the City Administrator. If an employee feels uncomfortable bringing the matter to his or her supervisor or if the employee believes his or her supervisor or a member of a governmental body is participating in conduct that violates this policy, the employee should notify the City Administrator or the City Attorney. The employee may be asked to sign a written complaint or other summary of the information reported.

Complaints of harassment, discrimination or retaliation will be promptly and thoroughly investigated, and the complainant employee will generally be advised of the results of the investigation when completed. The City understands that these matters are sensitive and will, therefore, make every attempt to maintain confidentiality for all employee complaints and communications, such as interviews and witness statements, to the extent practicable.

The employer will take appropriate disciplinary action, up to and including discharge, against any employee who is found to have engaged in sexual or other unlawful harassment, discrimination or retaliation, or who has otherwise violated this policy. Further, the City will correct any adverse employment action the employee or another employee experienced due to conduct forbidden by this policy and other corrective action designed to end the harassment, discrimination or retaliation.

If an individual involved in harassing or inappropriate conduct is not employed by the City, the individual will be informed of this policy and appropriate action will be taken by the employer.

In all cases, the employer will make follow-up inquiries to ensure that the harassment, discrimination or retaliation has ceased. If the employee is not satisfied with the results of the investigation or follow-up actions, or if further harassment, discrimination or retaliation or other unacceptable conduct occurs, the employee should contact the City Administrator or City Attorney immediately.



305. Retaliation

The City of Lake Geneva will not tolerate retaliation against any employee who complains of sexual or other unlawful harassment, discrimination or retaliation, or who provides information in connection with any such complaints. Any employee who believes that he or she had been retaliated against for bringing a complaint or providing information in connection with a complaint is required to use the reporting procedure specified in this policy.

306. Equal Employment Opportunity

The City of Lake Geneva is an equal employment opportunity employer, and all employment decisions are based on merit and business needs and made through a careful selection process. The City employs individuals who are concerned with the success of the City; those who care first about offering the highest quality public service and the interests of the public, those who can carry out their work with skill and ability, and those who can work well within our team.

It is the City's policy to seek and employ the best quality and qualified personnel in all staff positions, to provide equal opportunity for advancement to all its employees — including upgrading, promotions, and training — and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected under state or federal law.

Equal employment opportunity notices are posted near employee gathering places, as required by law. These notices summarize the rights of employees to equal opportunity in employment and further list the names and addresses of various government agencies that may be contacted in the event any person believes that he or she has been the subject of discrimination.

307. Disability Accommodation

It is the policy of the City of Lake Geneva to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA) and other laws. The City will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and that any accommodations made would not impose an undue hardship on the City.



308. *Immigration Law Compliance*

The City of Lake Geneva is committed to employing only United States citizens and aliens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin. The City requires each employee, as a condition of employment, to provide documentation establishing identity and authorization to work in the United States.



CONFLICTS OF INTEREST & CONFIDENTIALITY

401. Conflicts of Interest and Nepotism

(Lexipol policy 1050)

401.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between employees of the City. These employment practices include: recruiting, testing, hiring, compensation, assignment, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

401.1.1 DEFINITIONS

Definitions related to this policy include:

Business Relationship - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder or investor in an outside business, company, partnership, corporation, venture or other transaction where the employee's annual interest, compensation, investment or obligation is greater than \$250.

Conflict of Interest - Any actual, perceived or potential conflict of interest in which it reasonably appears that an employee's action, inaction or decisions are or may be influenced by the employee's personal or business relationship.

Nepotism - The practice of showing favoritism to relatives in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

Personal Relationship - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

Public Official - A supervisor or employee who is vested with authority by law, rule or regulation, or to whom authority has been delegated.



Relative - An employee's parent, stepparent, spouse, domestic partner, significant other, child (biological, adopted or step), sibling or grandparent.

Subordinate - An employee who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

Supervisor - An employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate employee.

401.2 RESTRICTED DUTIES AND ASSIGNMENTS

The City will not prohibit all personal or business relationships between employees. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions shall apply:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
 - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
 - 2. When personnel and circumstances permit, the City will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The City reserves the right to transfer or reassign any employee to another position within the same classification as it may deem necessary in order to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.



401.2.1 EMPLOYEE RESPONSIBILITIES

Prior to entering into any personal or business relationship or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation of this policy, the employee shall promptly notify his/her uninformed, next highest level of supervisor.

401.2.2 Supervisor Responsibilities

Upon being notified of or becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to mitigate or avoid such violations whenever reasonably possible. Supervisors shall also promptly notify the City Administrator or the authorized designee of such actual or potential violations through the chain of command.

402. Confidentiality

No information concerning the internal operations of the City, including but not limited to the release of records of the City, may occur except through, and with the permission of, the City Administrator or individual Department Head, if designated by the City Administrator. If requests for information are received by an employee, whether on or off duty, the employee is required to politely decline to provide such information and to direct the requestor to the City Administrator or appropriate Department Head for a response to the inquiry.

As part of an employee's responsibilities with the City, he or she may have access to confidential City, resident, personnel or other sensitive information. This may include, but not necessarily be limited to: information concerning a resident's financial status, the business, purchasing or negotiating practices of the City, ongoing or potential litigation involving the City, and employee personnel records. This information cannot be disclosed to any personnel who do not have a legitimate business need to know such information or to persons not employed by the City without the determination of the City Administrator or Department Head designated by the City Administrator. Furthermore, no employee shall disclose or use confidential information of the City to advance the financial or other private interest of the employee or others. All City employees share in the responsibility for protecting the confidentiality of this information.



EMPLOYEE BENEFITS PROGRAMS

501. *Employee Benefits*

Benefits may accrue to all regular full-time employees and limited benefits to statutorily required positions (including the City Attorney and Municipal Judge); however, part-time, seasonal or temporary employees will not be eligible for benefits unless specifically identified in City policies or as prescribed by law.

A number of benefit programs (e.g., Social Security, workers compensation, state disability and unemployment insurance) cover all employees. Eligibility for most other benefits depends on a variety of factors, including employment classification. Each employee should consult with his or her supervisor to determine the programs in which the employee is eligible to participate.

Some benefit programs require contributions from the employee; however, many are fully paid by the City. The City expressly reserves the right to add, amend, modify or terminate any employee benefit plans or programs.

502. *Paid Time Off*

502.1 POLICY

Paid Time Off (PTO) is an all-inclusive "paid time off" program that will provide income protection for "no fault" time away from work, including illness-related absences. Another portion of the PTO program is the Medical Leave Bank.

502.2 SCOPE

Whenever the provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

502.3 PAID TIME OFF

PTO is intended to be used for a variety of traditional types of time away from work, including vacation, personal illness, personal business, doctor appointments, family time, and personal voluntary community service; however, an employee does not have to designate the reasons for the scheduled absences being requested.



The PTO program is intended to assist the City in managing staffing needs in order to meet the operational needs of the City.

502.4 PTO BANK SCHEDULE

PTO will be banked as of January 1st and prorated in the first and last year of employment from the employee's hire date.

Table 5.1 – FULL TIME EMPLOYEES

YEARS OR SERVICE	ANNUAL PTO ELIGIBILITY	MAXIMUM BANK LIMIT
< 1 year	64 hours (8 days*)	64 hours (8 days*)
1-5 years	152 hours (19 days*)	176 hours (22 days*)
6-10 years	192 hours (24 days*)	216 hours (27 days*)
11-15 years	232 hours (29 days*)	256 hours (32 days*)
16 or more years	248 hours (31 days*)	272 hours (34 days*)

*=for illustrative purposes only; for the purpose of this table, "day" is defined as an eight-hour shift.

A maximum of 24 PTO hours may be carried forward from one year to the next. ~~PTO hours that have been carried forward will be paid at the employee's wage from the prior year.~~

During the first ninety (90) days of employment, an eligible employee will bank PTO but shall not be eligible to use it.



Table 5.2 – PART TIME EMPLOYEES

Regular year-round part-time employees who work 23 hours or more per week will receive a pro-rated portion of PTO based on the expected number of hours worked per week or the number of hours worked in the prior year. To calculate their PTO bank, the annual hours worked from the prior year are divided by 52; times the multiplier for their years of continuous service. There is no PTO carryover provision for part-time employees.

Years of Service	Annual PTO Eligibility	Maximum Bank Limit
< 1 year	average hours x 1	average hours x 1
1-5 years	average hours x 2	(average hours x 2)
6-10 years	average hours x 3	(average hours x 3)
11 or more years	average hours x 4	(average hours x 4)

502.5 REQUESTS FOR AND USAGE OF PTO

1. PTO is a benefit to be used by every regular full-time and eligible part-time employee. However, the scheduling of time off is dependent upon the judgment and discretion of the employee's Department Head or his/her designee. This includes surgery or other treatment for medical conditions covered by the FMLA policy that can be scheduled in advance, vacations, personal days, etc.
2. Employees are strongly encouraged to take forty (40) consecutive hours annually, but in any event must use a minimum of forty (40) nonconsecutive hours during the course of the year. New employees having worked for the City for less than a year will not be subject to this requirement.
3. PTO can be requested to be taken in fifteen (15) minute increments, half-hour increments, hourly increments, or daily increments as deemed necessary and desirable by the employee with the agreement of the Department Head or designee. All PTO will be paid at the employee's regular rate of pay.
4. An employee will continue to bank PTO during a leave of absence as long as the leave is with pay. An employee in an unpaid leave status shall not bank PTO.
5. If an employee's banked PTO days have been exhausted, additional time off, if granted, will be unpaid. Negative balances are not permitted.



6. Employees shall submit a request for use of PTO to their immediate supervisor no less than forty-eight (48) hours (2 working days) in advance of the desired date of time off. Employees are not required to provide the reason for the use of scheduled PTO.

502.6 UNSCHEDULED LEAVE

1. Unscheduled leave/absences are defined as unscheduled time off that has not been approved in advance by the Department Head or designee.
2. When absences due to sudden illness are necessary, the employee should notify their respective Department Head or designee of their illness or their immediate family member's illness prior to the beginning of his/her scheduled reporting time within the time period designated by the Department Head. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action, up to and including termination.
3. A Department Head or designee may grant approval of a PTO request less than two (2) day notice, if the employee's absence does not negatively affect departmental workload, project completion, and sufficient staffing levels exists except for leaves covered by FMLA.

502.7 ACCUMULATION

PTO Bank Maximums are capped annually at the numbers set forth in Table 5.1. If the cap is exceeded, the excess PTO hours automatically will be transferred into the employee's Medical Leave Bank; a minimum of forty (40) PTO hours must be taken as time off annually and cannot be transferred to the Medical Leave Bank.

502.8 REIMBURSEMENT OF ACCUMULATED PTO LEAVE

1. Upon retirement or resignation in good standing from City service, employees who have worked at least one (1) year shall be paid for all banked but unused PTO leave (excluding Medical Leave Bank hours) upon separation with the City.



2. Employees may not utilize PTO to extend an employee's last date of employment, nor may it apply towards the notice period which is intended as a working notice period.
3. Employees who are discharged for cause or who quit without a minimum of two (2) weeks' notice shall forfeit their banked PTO pay out.

502.9 MEDICAL LEAVE BANK (MLB)

The other portion of the PTO program for employees is the Medical Leave Bank (MLB). The purpose of the MLB is to address the longer medical needs for an employee's personal illness or the personal illness of an eligible family member. Using the MLB requires an FMLA-eligible event or other extended illness, injury, disability, or hospitalization with more than 3 days absence with appropriate documentation provided. The first 3 days of a qualifying absence shall be taken from the employee's PTO bank with the 4th and following days being used from their MLB.

1. USES.
 - a. In the event the MLB is exhausted for qualifying events, the employee can use PTO. Negative balances are not permitted.
 - b. Employees who have a covered event that will require the employee to be absent for longer than 3 working days, are should inform their Department Head or Designee.
 - c. Using the MLB for intermittent leave may be allowed upon approval by the City Administrator or designee under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or symptomatic absences due to treatments.
 - d. The MLB may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.
 - e. The employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of the MLB may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.



- f. The employer may require the employee to provide a certificate of recovery before the employee returns to work from a registered physician as named either by the employee or the employer.
 - g. Employees may accumulate up to a maximum of 480 hours in their MLB. Once an employee's MLB reaches a maximum of 480 hours, no more hours can be credited to their MLB until the accumulated hours fall below the 480 hour maximum.
 - h. Employees (hired prior to January 1, 2014) are eligible to convert any or all accumulated sick leave hours up to a maximum of 800 hours into the MLB. Any use of hours above 480 hours cannot be replenished with unused PTO hours until the MLB complies with the above paragraph.
 - i. Upon an employee's separation from City service, for whatever reason, any remaining MLB balance shall be extinguished. Under no circumstance will the unused balance in an employee's MLB be payable in any form.
2. INCREASING MEDICAL LEAVE BANK ACCOUNT HOURS.
- a. Employees may build hours in their account by rolling hours from their unused PTO into their MLB at year-end. There are two ways to accomplish this:
 - i. To the extent that the PTO balance exceeds the Bank Maximum, those hours will be transferred to the MLB.
 - ii. Prior to December 15 of each year, employees can elect to transfer PTO hours to their MLB; although a minimum of forty (40) PTO hours must be taken as time off annually and cannot be transferred to the Medical Leave Bank.
 - b. The City will match up to 24 hours of PTO transferred to the MLB per year up to the maximum allowable MLB balance.

503. Holidays

The City of Lake Geneva will grant holiday time off to all eligible employees on the holidays listed below:

New Year's Day (January 1)

Spring Holiday (Friday before Easter)



Memorial Day (last Monday of May)
Independence Day (July 4)
Labor Day (first Monday of September)
Thanksgiving Day (fourth Thursday of November) the Friday-after Thanksgiving Day
Christmas Eve (December 24)
Christmas (December 25)
New Year's Eve (December 31)

The City will grant paid holiday time off on the above days to all eligible full-time employees who have worked at least 30 days at the City and who have worked the last scheduled day immediately preceding the holiday and the first scheduled day immediately following the holiday, unless the employee has been previously authorized to use vacation, compensatory or personal leave for those days. Holiday pay will be calculated based on the employee's straight-time pay rate as of the date of the holiday, multiplied by eight hours.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday, and a recognized holiday that falls on a Sunday will be observed on the following Monday.

Due to business needs, some employees may be required to work on holidays observed by the City. If an eligible non-exempt employee works on a recognized holiday, he or she will receive holiday pay plus straight-time wages for the hours worked on the holiday (double pay).

504. Compensatory Time

The Employer and non-exempt employees may agree to take compensatory time off in lieu of overtime payment, limited to eighty (80) hours banked at any one time. Compensatory time will accrue at the rate for which it is earned, and must be used during the calendar year in which it was earned. Compensatory time not scheduled off by December 1 in any year will be paid on the employee's final paycheck for that year at the employee's current rate of pay. Any planned use of compensatory time off must be scheduled with the employee's supervisor no less than two (2) days in advance.

Exempt employees are not eligible to receive compensatory time per se; however, the City recognizes that the nature of the work performed by these employees often requires additional work hours above and beyond normal business hours. As such, exempt employees will be permitted to take time off as authorized by the City Administrator.



505. Retirement

All regular full-time, statutorily required, and eligible part-time employees shall be covered under the Wisconsin Retirement System (WRS), and shall have the required employee share of contributions deducted from their biweekly payroll in accordance with state law.

The City of Lake Geneva also provides an opportunity to contribute to two 457(b) retirement savings plans and two Roth plans for full-time employees who have completed any mandatory introductory period and otherwise qualify to participate. The plan includes a provision for employee tax deferred compensation contributions. Interested employees can request a full copy of the plan summary description from the Department of Employee Trust Funds, Wisconsin Deferred Compensation Program, P.O. Box 7931, Madison, WI 53707-7931 or Security Benefit, P.O. Box 750560, Topeka, KS 66675-0560. If a regular full-time employee hired before January 1, 2014 has been employed for twenty (20) years or more with the City and retires under the provisions of the Wisconsin Retirement System at age fifty-five (55) through age sixty-four (64), the City will pay fifty percent (50%) of the health insurance premium until the retiree reaches age 65.

506. Health, Vision, Dental & Life Plans

The City of Lake Geneva offers medical, vision, dental, and life insurance plans for eligible employees, and the City bears a substantial portion of the costs for these plans for each employee. The City expressly reserves the right to add, amend, modify or terminate any employee benefit plans or programs. The employee should refer to information from the insurance provider for any details on eligibility or coverage, or may contact the City Comptroller.

507. Disability Insurance

The City provides and pays the full premiums for long-term disability insurance for full-time employees. The long-term disability payments commence after 180 days of absence from work because of a covered accident or sickness and will, if necessary, be paid to the employee until the employee reaches age sixty-five (65). The Long Term Disability policy shall guarantee a payment to employees of sixty-six percent (66%) of their salary up to a maximum of \$6,000/month. Employees who are eligible for and utilizing the long-term disability insurance shall not be eligible for payment of medical leave bank benefits.



Employees should refer to the specific plan documents for further explanation of this benefit and any tax implications, or contact the City Comptroller.

508. *Workers Compensation*

The City provides insurance to compensate for any illness or injury an employee might suffer while working on City premises, traveling on official City business or attending an activity officially sponsored by the City. Employees who become ill or injured while working on City premises or during the conduct of City business should seek medical attention immediately. Every injury — regardless of seriousness — must be reported by the employee to their supervisor as soon as practicable to keep the coverage in force and to receive any benefits or other compensation to which the employee may be entitled. When an employee receives Worker's Compensation wage pay, he/she will only receive the insurance benefit pay which is tax-free per IRS regulations. The Medical Leave Bank may be used for the three (3) day waiting period to cover time loss in the event of a Worker's Compensation time loss.

509. *Benefit Continuation (COBRA)*

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) extends, to employees and their qualified beneficiaries, the opportunity to continue health insurance coverage under the City's group insurance plan when a "qualifying event" would normally result in the loss of eligibility. If an employee is terminated for any reason, other than gross misconduct, or otherwise leaves employment with the City, the employee and his or her dependents may have the right to continue or convert coverage as set forth in the rules of the plan. The employee will receive written notification of his or her right to continue coverage within two (2) weeks of their termination date. Questions about continued coverage under COBRA should be directed to the City Administrator.

510. *Education and Training*

The City of Lake Geneva recognizes that the skills and knowledge of its employees are critical to the success of the organization. Employees are encouraged to actively seek and pursue opportunities to improve their knowledge, skills and abilities to grow and develop in their careers.

510.1 EMPLOYEE TRAINING

Employees may desire to attend or be asked to attend job-related conferences, workshops, seminars or credit courses offered by various educational institutions or by other organizations. Registration fees will



be paid for employees who attend seminars, classes, meetings, conferences, training sessions and other such functions with the prior approval of the supervisor and the availability of budgeted funds for this purpose.

510.2 TUITION REIMBURSEMENT PROGRAM

The City offers a tuition reimbursement program for associate and bachelor degree coursework relating to the employee's position with the City. The coursework must maintain or improve skills required by the employee's present position with the City, or be expressly required as a condition of retaining the employee's present position. For the purposes of this policy, an employee shall be eligible when he or she is a regular full-time employee that has been employed with the City for a minimum of one year.

A written request to participate in the tuition reimbursement program must be submitted to and approved by the City Administrator prior to approval of the budget for the year in which the coursework is to be taken.

Tuition reimbursement shall not exceed the rate established by the University of Wisconsin-Whitewater (in-state rate) per semester hour (credit) and two hundred dollars (\$200.00) is the maximum allowable materials costs per class.

Upon satisfactory completion of an approved course, the employee must submit a receipt indicating proof of payment, a grade report, and a Check Request Form to the City Administrator, who will process the payment request.

The rate of reimbursement will be based on the following schedule:

Grade "A" - 100%

Grade "B" - 75%

Grade "C" - 50%

Employees who participate in the tuition/materials reimbursement program and leave the City's employment within three (3) years after receiving reimbursement shall reimburse the City on the following schedule:

0 - 12 months - 100%



13 - 24 months - 75%

25 - 36 months - 50%

Reimbursement will be made in three equal, annual, installments; the first installment due one (1) year after the date the employee resigned.

511. Business & Travel Expenses

Employees will be reimbursed for all reasonable and necessary expenses incurred while traveling on City business. For the purposes of this policy, "reasonable and necessary expenses" may include meals, lodging, and mileage; however, any expenses related to the purchase of alcohol or personal entertainment shall not be reimbursed by the City. Travel reimbursement for City-related business shall be provided at the IRS rate for mileage in effect at the time the travel occurred. Meal reimbursements for City-related business shall be limited by the per diem meal rate provided by the U.S. General Services Administration (GSA) in effect at the time and location of the meal. Employees are advised to use discretion and keep any costs related to travel and/or lodging as minimal as possible.

Employees should contact their supervisor to make any necessary travel arrangements. All travel and business activities must be recorded on the City's Expense Report Form and submitted to the City Comptroller. Requests must include receipts for all payments for which the employee is seeking reimbursement. The City reserves the right to deny any request for reimbursement if adequate information is not provided.

512. Employee Assistance Program (EAP)

The City of Lake Geneva offers an Employee Assistance Program, which offers an opportunity for every employee to seek assistance, anonymously for matters such as alcohol or other chemical dependency, family and marital problems, personal and work-related stress situations, anxiety disorders, and financial and legal consultations. Additional information is available by contacting the City Administrator.

513. Clothing Allowance

Full-time non-exempt Street Department employees who have successfully completed their probationary period will receive an annual allotment set by resolution of the Common Council for the purchase of prescription safety glasses, work clothes and reinforced safety-toed shoes.



Dispatch employees will receive an annual allotment set by resolution of the Common Council for the purchase of uniforms.

Clothing allowances will be provided in the first pay period of the year. Employees who separate from the City will have a prorated amount of the annual clothing allowance deducted from their final paycheck.



WORK SCHEDULES & COMMUNICATIONS

601. *Work Hours & Schedules*

The City of Lake Geneva follows a work schedule of forty (40) hours per week. The City's normal working hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m.; however, work schedules for individual employees may vary throughout the organization depending upon staffing needs and operational demands. Supervisors will be responsible for advising their employees of individual work schedules.

A Street Department employee who is called out to return to work outside of their scheduled shift will be compensated for a minimum of two hours at the regular pay rate (unless the employee exceeds 40 hours worked in that week).

Flextime scheduling may be available in some cases to allow employees to vary their starting and ending times each day within established limits, with prior supervisor approval.

602. *Attendance & Punctuality*

The City places great emphasis on its employees maintaining a record of good attendance. Absences or tardiness places an extra burden upon coworkers and undermines the efficient operations of the organization. Regular attendance is therefore expected of every City employee. Each employee has a responsibility to be on the job, on time each workday, and fully able and prepared to work. Employees are expected to arrive at work on time, and return from scheduled rest breaks and meal breaks on time. An employee who anticipates being absent or tardy must call in to report the absence or tardiness as soon as possible before his or her shift begins. Two or more unexcused tardiness incidents shall constitute habitual tardiness or a pattern of tardiness, and will be considered excessive. Absenteeism or tardiness may lead to discipline, including discharge and may also be taken into consideration when the employer reviews each employee for wage changes or promotion.

The City of Lake Geneva is always open for business, regardless of weather conditions, unless otherwise determined by the Mayor, the City Administrator, or any designee thereof. Inclement weather conditions may prevent employees from getting to work or cause them to arrive late; however, employees are expected to make every reasonable effort to report to work. When severe weather conditions exist, it will be the responsibility of the employee to contact his or her supervisor before the scheduled start of the employee's shift if he or she is unable to report to work on time. Work time



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

Each non-exempt employee is responsible for and required to accurately record his or her work times and break times for each workday, including any use of paid time off. Each employee will be held accountable for any failure to completely and accurately record his or her time. Each employee will be required to verify the completeness and accuracy of hours documented on his or her time card by signing it, and must immediately report any errors. Tampering with, falsifying or altering time cards, or punching or altering another employee's time card will result in disciplinary action, up to and including discharge. Failure to record time worked may also result in disciplinary action. All timesheets must be signed by the employee's supervisor.

606. Bulletin Boards

Bulletin boards are provided as a means of informing employees of important developments from the employer that will affect the employee or his or her job and to post notices as required by law. Because work-related notices of interest and importance will be posted on the bulletin boards, the City requests that its employees check the bulletin boards at regular intervals. Employees must secure prior authorization before posting any notices on the bulletin boards. Posting of unauthorized notices, photographs, or other printed or written materials is prohibited.

607. Solicitation

The solicitation of employees or distribution of materials to employees can often interfere with normal operation of the City, reduce employee efficiency, and pose threats to security. For these reasons, the City limits solicitation and distribution on the premises.

Individuals who are not employees of the City are prohibited from soliciting employees or distributing materials to employees on the premises. This prohibition shall include, but not necessarily be limited to: soliciting funds or signatures; conducting membership drives; distributing literature or gifts; offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the City); or any other similar activity. All visitors are strictly prohibited from entering non-public areas of City facilities unless granted permission by a supervisor.

Employees may engage in limited solicitation and distribution of materials to other employees, on the premises; provided, however, that solicitation or distribution of materials is prohibited during the



working time of either employee making or receiving the solicitation or distribution. For the purposes of this policy, "working time" does not include any authorized meal or rest period of the employee.

608. Association Activities

The City of Lake Geneva recognizes that employees shall be free to join or refrain from joining employee associations or unions. Employees shall conduct association or union business off duty, unless otherwise granted permission by the City Administrator.

609. Lactation Breaks

(Lexipol policy 1035)

609.1 PURPOSE AND SCOPE

The purpose of this policy is to provide reasonable accommodations to employees desiring to express breast milk for the employee's infant child.

609.2 POLICY

It is the policy of this City to provide, in compliance with the Fair Labor Standards Act, reasonable break time and appropriate facilities to accommodate any employee desiring to express breast milk for her infant nursing child for up to one year after the child's birth (29 USC § 207).

609.3 LACTATION BREAK TIME

A rest period should be permitted each time the employee has the need to express breast milk (29 USC § 207). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time. Lactation breaks, if feasible, should be taken at the same time as the employee's regularly scheduled rest or meal periods.

While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled break time will be considered unpaid. Employees desiring to take a lactation break shall notify a supervisor prior to taking a break. Such breaks may be reasonably delayed if they would seriously disrupt department operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.



609.4 PRIVATE LOCATION

The City will make reasonable efforts to accommodate employees with the use of an appropriate room or other location to express milk in private. Such room or place should be in close proximity to the employee's work area and shall be a location other than a bathroom or toilet stall. The location must be shielded from view and free from intrusion from co-workers and the public (29 USC § 207). Employees occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other employees should avoid interrupting an employee during an authorized break, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

609.5 STORAGE OF EXPRESSED MILK

Any employee storing expressed milk in any authorized refrigerated area within the City shall clearly label it as such and shall remove it when the employee ends her shift.

610. *FLSA SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES*

The City has created this Safe Harbor Policy for employees who are classified as exempt under the FLSA.

This Policy's purpose is to:

- Announce our "good faith" commitment to comply with the regulations and our commitment to reimburse employees for any improper deductions;
- Clearly state and inform our employees of the procedures and exceptions surrounding permissible salary deductions;
- Define "actual practice" in relation to improper salary deductions; and
- Inform our employees of a complaint mechanism if the employee believes that their pay has been improperly deducted.

Our Good Faith Commitment

The City is committed to complying with the pay practices governed by the Fair Labor Standards Act. If you have questions about this Policy or the regulations defining this Policy, please see the Administrator. The City will work with you to help you understand how the regulations affect you.



Permissible Salary Deductions

Being an exempt employee means you are not entitled to receive overtime pay regardless of how many hours you work each week. Exempt status also means you are guaranteed a salary of a “predetermined amount” and the amount cannot be reduced because of variations in the quality or quantity of work that you perform.

There are certain instances when the employer is allowed to deduct wages from an exempt employee’s salary. These permissible deductions are as follows:

- When an employee is absent from work for one or more full days for personal reasons, other than sickness or disability and the employee has no vacation or personal time off remaining for the year;
- When an employee is absent from work for one or more full days due to sickness or disability if the deductions are made under a bona fide plan, policy, or practice of providing wage replacement benefits for these types of absences, such as Long Term Disability, and the employee has no vacation or personal time off remaining for the year;
- Proportionate part of an employee’s full salary may be paid for time actually worked in the first and last weeks of employment;
- To offset any amounts received as payment for jury fees, witness fees, or military pay;
- Penalties imposed in good faith for violating safety rules of “major significance;”
- Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules such as insubordination, sexual harassment, workplace violence, or any other violations as stated in this Manual;
- Unpaid leave taken under the Family and Medical Leave Act; and
- As otherwise permitted by law.

Actual Practice

Isolated or inadvertent improper deductions will not result in the loss of an employee’s exempt status if the employer reimburses the employee. However, an “actual practice” of making improper deductions from salary will result in the loss of the exemption:



- During the time period in which improper deductions were made
- For employees in the same job classifications
- Working for the same managers responsible for the actual improper deductions

Factors that may suggest an actual practice of improper salary deductions include:

- The number of improper deductions, particularly as compared to the number of employee infractions warranting discipline;
- The time period during which the employer made improper deductions;
- The number and geographic location of both the employees whose salaries were improperly reduced and the managers responsible; or
- Whether the employer has a clearly communicated policy permitting or prohibiting improper deductions.

Filing a Complaint

Improper deductions are a serious violation of this Safe Harbor Policy. If you feel improper deductions have been made from your paycheck, please contact the Clerk immediately. Once notified, the City will work with you to resolve the issue and reimburse you if an improper deduction had in fact been made. If you feel the resolution offered by the City is unsatisfactory or unlawful, then you may file a complaint with the U.S. Department of Labor, Wage and Hour Division either by mail or in person.



LEAVE

701. Family Medical Leave (FMLA)

Federal FMLA

Eligibility for Leave

Employees are eligible for family and medical leave under federal law if they have worked for the City of Lake Geneva for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period before the leave is to begin.

An eligible employee is entitled to take up to twelve (12) work weeks of unpaid leave for any of the following reasons:

- To attend to the birth, adoption, or foster care placement of the employee's child
- To attend to the serious health condition of the employee's child, spouse or parent
- To receive care for the employee's own serious health condition
A serious health condition means an illness, injury, impairment, or physical or mental condition during which the employee (or family member) is incapable of working that involves either:
 - Treatment requiring inpatient care in a hospital, hospice or residential care facility; or
 - Continuing treatment by or under the supervision of a health care provider.
 - "Continuing Treatment by a healthcare provider includes:
 - a period of incapacity of more than three (3) consecutive full days,
 - a period of incapacity for pregnancy or prenatal care,
 - A period of incapacity for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional



episodes of incapacity, such as serious asthma or diabetes.

- a period of incapacity that is permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer, or
- a period of absences due to multiple treatments for restorative surgery or for a condition which would likely make the employee incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered military service member or veteran who is recovering from a serious illness or injury sustained or aggravated in the line of duty on active duty is entitled to up to 26 weeks of leave in a single twelve (12)-month period to care for the service member. This military caregiver leave is available during a single twelve (12)-month period during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

An eligible employee who is the spouse, son, daughter or parent of an individual being on or called up for active overseas duty in the Armed Forces shall be entitled to up to 12 weeks per rolling 12-month period of "qualifying exigency" leave. "Qualifying exigency" is defined as short-notice deployment, military events and related activities, childcare and school activities, parental care, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave.

The City will determine the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy.

Substitution of Paid Leave

An employee may use Medical Leave Bank in the event of an FMLA-qualifying event. The first 3 days of a qualifying absence covered only by the federal FMLA shall be taken from the employee's PTO bank with



the 4th and following days being used from their Medical Leave Bank. If the request for FMLA leave is due to the employee's own serious health condition, the employee should first exhaust all accrued Medical Leave Bank before any PTO or compensatory time is to be used. Total FMLA leave time, may not exceed twelve (12) weeks. Paid leaves, including workers compensation leave, runs concurrently with FMLA leave.

Intermittent Leave

Leave due to the birth or placement of a child in the employee's home for adoption or foster care must be taken in one continuous 12-week segment, and must be taken within twelve (12) months of the birth or placement of the child. Leave taken for an employee's own or an employee family member's serious health condition may be taken: in one continuous 12-week segment; in an intermittent schedule, such as one day off each week; or in a reduced schedule, such as beginning two hours late twice a week. If the employee is taking intermittent leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City as to the schedule for leave before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the intermittent leave is medically necessary. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Procedure for Requesting Leave

If the need for leave is foreseeable, the employee needs to give thirty (30) days prior notice, if possible. Failure to provide such notice may result in the leave being delayed for up to thirty (30) days. If the need for leave is due to a planned medical treatment, the employee should make every attempt to schedule treatments so as not to unduly disrupt the work of his or her department. If the need for leave is not foreseeable, the employee must request it as soon as practicable, but no later than two (2) business days after the need for leave arises.

While on leave, employees may be required to report periodically to the City regarding the status of the medical condition, and their intent to return to work.



Medical Certification

If leave is requested due to the employee's own or an employee family member's serious health condition, the employee must provide medical certification from an appropriate health care provider. Said medical certification must include the date on which the condition began and its probable duration. Failure to provide satisfactory certification may result in denial of the requested leave, which may lead to disciplinary action for unexcused absence. The City may also require a second opinion or third opinion regarding certification of a serious health condition, at the expense of the City.

Return to Work

If an employee's leave is due to his or her own medical condition, the employee is required to provide medical certification that he or she is able to resume work before returning to the job. Both the employee and his or her health care provider must complete a Return to Work Medical Certification. Upon returning to work, the employee will ordinarily be entitled to be restored to his or her former position or to an equivalent position with the same employment benefits and pay, if possible. Failure to return to work at the end of the leave or to notify the City of the employee's status may result in termination.

Benefits

Taking FMLA leave will not cause the forfeiture of any employment benefits accrued prior to the first day of the leave period. The leave period will be treated as continued service for the purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

The City will maintain the employee's insurance benefits while he or she is on leave. In the event the employee does not return to work after the leave, the employee may be asked to reimburse the City for the cost of maintaining insurance coverage during the period of leave. This provision will not apply in cases where the employee's inability to return is through no fault of his or her own (e.g., at the end of the leave, the employee remains physically unable to return to work due to his or her own serious health condition).



If an employee intentionally misrepresents the reasons for requesting FMLA leave, he or she may be terminated.

Wisconsin FMLA Leave (“WFMLA”)

An employee may be entitled to leave under both the federal FMLA and WFMLA, depending on the circumstances. When both acts apply, the employee will be entitled to leave under the more generous act. Under most circumstances, FMLA leave and WFMLA leave will run concurrently, and the FMLA will provide the more generous benefits. There may be circumstances, however, where only the WFMLA applies or where the WFMLA provides the more generous benefits. This policy summarizes key distinctions in the provisions of the WFMLA.

Eligibility

To qualify to take WFMLA leave, an employee must meet all of the following conditions:

- The employee must have worked for the City at least 52 consecutive weeks. For eligibility purposes, an employee will be considered to have been employed during a week as long as the employee has actually been treated by the City as an employee, in accordance with normal personnel recordkeeping practices, regardless of the number of hours worked that week.
- The employee must have worked or have been on accrued paid leave provided by the City for at least 1,000 hours during the 52-week period immediately preceding the date when the leave would begin.
- The employee must work for an employer in Wisconsin employing at least 50 individuals on a permanent basis.

Types of Leave Covered

The amount of leave an employee may take under the WFMLA varies depending on the reasons for the leave. The different types of leave, and the length of leave available per calendar year for each different type, are described below:

- An employee may take up to 6 weeks of family leave for the birth of the employee’s child or the placement of a child with the employee for adoption. This leave must begin after 16 weeks prior to the expected date of birth or placement, or before 16 weeks after the actual date of birth or placement.



- An employee may take up to 2 weeks of family leave to care for the employee's child, spouse, qualifying domestic partner or parent with a serious health condition.
- An employee may take up to 2 weeks of medical leave for the employee's own serious health condition if the employee is unable to perform his or her employment duties.

A "serious health condition" is defined substantially the same as under the FMLA described above.

Employees with questions about what conditions are covered under this policy or under the City's sick leave policy are encouraged to consult with the City Administrator.

Substitution of Paid Leave

While an employee is using WFMLA leave, the employee may use accrued PTO, Medical Leave Bank, or any other accrued paid leave.

702. Military Leave

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the City of Lake Geneva prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

At the time this handbook was drafted, USERRA rights included the right of any individual who is absent from employment because of a uniformed service obligation (in the Armed Forces, Military Reserves, or National Guard) to reemployment and all concomitant benefits, as long as the following prerequisites are met:

- If the individual was discharged, the discharge was honorable.
- The individual provided without delay advance notice for the leave, except when advance notice is not possible due to military necessity.
- The leave did not exceed the maximum total absence of five years from the City.
- The individual has timely applied for reemployment. What is timely depends on the length of the service, as follows:



- Service less than 31 days: The individual must notify the City of his or her return at the start of the next regularly scheduled work period, after having been home eight hours.
- Service 31 to 180 days: The individual must submit an application for reemployment not later than 14 days after completion of the uniformed service.
- Service more than 180 days: The individual must submit an application for reemployment not later than 90 days after completion of the uniformed service.
- If you receive notice that you will be taking military leave, please contact the City Administrator as soon as possible to discuss that leave.

703. Bereavement Leave

Regular full-time employees of the City are eligible for bereavement leave, constituting up to three (3) consecutive days of paid time off to attend the funeral of an immediate family member. For the purposes of this policy, "immediate family member" shall include a spouse, parents, spouse's parents, grandparents, children, grandchildren, brothers, sisters, spouse's brothers, or spouse's sisters.

An employee must receive approval of his or her supervisor for the use of any bereavement time. The supervisor may request verification of the facts surrounding the leave and grant or deny the request as deemed appropriate. Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

704. Jury Duty

The City of Lake Geneva supports its employees in fulfilling their civic responsibilities by serving jury duty when required, and fully compensates them for time served. The employee will receive his or her regular wages from the City; however, he or she must sign over any payment received from the County for juror service. An employee must inform his or her supervisor of any jury summons as soon as possible so that arrangements can be made to accommodate the employee's absence. Employees will be expected to report for work during jury service whenever the court schedule permits. If an employee is summoned for jury duty but is not selected to serve as a juror, the employee is required to return to work and complete the balance of all scheduled shifts. Insurance benefits will remain in effect and unchanged for the full term of an employee's absence for jury duty.



705. *Time Off in Connection with Court Cases*

The City recognizes that an employee may be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. An employee called to testify will be paid for the time away from work if the case involves an offense against the City of Lake Geneva or an incident that occurred during employment. If called for other types of legal proceedings, an employee may use available PTO or compensatory time to cover any time away from work. An employee will not be terminated due to absence from work as a result of participating in a court case; however, the employee is responsible for notifying his or her supervisor as soon as possible.



SAFETY & SECURITY

801. Safety

The City of Lake Geneva is committed to maintaining a safe and healthy environment for all employees. It is incumbent upon employees to act in a safe manner and practice good safety procedures at all times. Likewise, all work areas are to be kept clean and free from debris, and tools and equipment are to be kept clean and in good repair.

Any accidents, hazards or potentially unsafe conditions of equipment are to be reported by the employee to his or her supervisor immediately. If an unsafe condition can be corrected immediately so as to avoid any additional hazard, the employee should implement the corrective action.

The City complies with the federal Occupational Safety and Health Act (OSHA), which requires maintaining records of all illnesses and accidents that occur on the job. The Act also provides for an employee's right to know about any health hazards which might be present at his or her job.

802. Security

The City of Lake Geneva is committed to ensuring the security of its employees. To that end, all premises are equipped with fire alarm systems and security alarms that are active outside working hours.

Employees may be issued identification cards to be displayed by the employee while conducting City businesses, either on or off premises. Upon separation from employment with the City, an employee will be required to surrender his or her identification card, as well as any City keys or fobs that have been issued to him or her. Employees should direct any questions or concerns about security to their supervisor or to the City Administrator.



STANDARDS OF CONDUCT & DISCIPLINE

901. *Employee Conduct & Work Rules*

Public service as an employee of the City of Lake Geneva is a privilege and not a right. The City desires to employ individuals who serve the public, who protect and further the trust and confidence the public has placed in its servants, who serve their fellow servants as a team member, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants.

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that our citizens, businesses, representatives of other entities, coworkers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives or in violation of policy or general expectations of professional conduct is forbidden, and will subject any offending employee to discipline up to and including discharge.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee; however, the City believes that certain acts of misconduct, standing alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading, or deceptive conduct
- Circumventing the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Theft or misappropriation of City property or the property of others, including theft of work time, excessive time at break periods, misuse of PTO, Medical Leave Bank or other designated leave, misrepresenting work time or falsifying time sheets
- Soliciting gifts, tips or bribes
- Failing to completely and accurately document relevant information



- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate with others
- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damaging or defacing City property or the property of others
- Misuse or unauthorized use of City property
- Possession, use or being under the influence of drugs or alcohol while on duty
- Engaging in illegal or immoral conduct
- Unauthorized possession of weapons or firearms during work time or on City premises or property
- Absence of two (2) work days without notice
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness
- Working another job while absent
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazards
- Failure to report work-related injury or accidents immediately
- Violations of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output command
- Failure to complete assignments promptly and accurately
- Smoking in unauthorized areas or during work time
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct



- Conducting personal business on City time or property, including promoting or selling any item or soliciting
- Failing to fully comply with City policies
- Failing to comply with expectations of conduct communicated to the employee
- Failing to report a possible violation of the rules or policy through the chain of command
-

The City reserves the right to modify this list at any time or determine whether any other conduct is contrary to the interests of the City and warranting of disciplinary action up to and including discharge.

902. Public Communication

(Lexipol policy 1058)

902.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with employee use of social networking sites and to provide guidelines for the regulation and balance of employee speech and expression with the needs of the City.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit or officer associations, about matters of public concern, such as misconduct or corruption.

Employees are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

902.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, e-mail, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, wikis, video and other file sharing sites.



902.2 POLICY

Public employees occupy a trusted position in the community, and thus their statements have the potential to contravene the policies and performance of the City. Due to the nature of the work and influence associated with the profession, it is necessary that employees of the City be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the City of Lake Geneva will carefully balance the individual employee's rights against the organization's needs and interests when exercising a reasonable degree of control over employee speech and expression.

902.3 SAFETY

Employees should carefully consider the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of City of Lake Geneva employees, such as posting personal information in a public forum, can result in compromising an employee's home address or family ties. Employees should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any employee, employee's family or associates.

902.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT

To meet the City's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the City of Lake Geneva or its employees.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked, to or related to, the City of Lake Geneva and tends to compromise or damage the mission, function, reputation or professionalism of the City of Lake Geneva or its employees.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the employee as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination, or illegal behavior.



- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the employees of the City.
- (e) Use or disclosure through whatever means of any information, photograph, video or other recording obtained or accessible as a result of employment with the City for financial or personal gain, or any disclosure of such materials without the express authorization of the City Administrator or the authorized designee.
- (f) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of City logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the City of Lake Geneva on any personal or social networking or other website or web page without the express authorization of the City Administrator.
- (g) Accessing websites for unauthorized purposes, or use of any personal communication device, game device or media device, whether personally or City-owned, for personal purposes while on-duty, except in the following circumstances:
 - 1. When brief personal communication may be warranted by the circumstances (e.g., informing family of extended hours)
 - 2. During authorized breaks; such usage should be limited as much as practicable to areas out of the sight and sound of the public and shall not be disruptive to the work environment
- (h) Conduct or speech that otherwise violates a City rule or policy, including harassment and confidentiality policies.

Employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

902.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While employees are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, employees may not represent the City of Lake



Geneva or identify themselves in any way that could be reasonably perceived as representing the City of Lake Geneva in order to do any of the following, unless specifically authorized by the City Administrator:

- (a) Endorse, support, oppose or contradict any political campaign or initiative
- (b) Endorse, support, oppose or contradict any social issue, cause or religion
- (c) Endorse, support, or oppose any product, service, company or other commercial entity
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or any website

Additionally, when it can reasonably be construed that an employee, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with the City, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the City of Lake Geneva.

Employees retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, employees may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command or advise another employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

904.5 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to e-mails, texts or anything published or maintained through file-sharing software or any Internet site (e.g., Facebook, Twitter) that is accessed, transmitted, received or reviewed on any department technology system.

The City reserves the right to access, audit and disclose for whatever reason any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the City, including the City e-mail system, computer network or any information placed into storage on any City system or device. This includes records of all key strokes or web-browsing history made at any City computer or over any City network. The fact that access to a



database, service or website requires a user name or password does not create an expectation of privacy if it is accessed through City computers or networks.

903. City-Owned Property and Vehicles

(Lexipol policy 700)

903.1 PURPOSE AND SCOPE

City employees are expected to properly care for City property assigned or entrusted to them. Employees may also suffer occasional loss or damage to personal or City property while performing their assigned duties. Certain procedures are required depending on the loss and ownership of the item.

903.2 DOCUMENTATION OF ISSUED PROPERTY

All property issued shall be documented in the appropriate property sheet or equipment log and receipt acknowledged by signature. Upon an employee's separation from the City, all issued equipment shall be returned and documentation of the return signed by a supervisor.

903.2.1 CARE OF CITY PROPERTY

Employees shall be responsible for the safekeeping, serviceable condition, proper care, use and replacement of City property assigned or entrusted to them. An employee's intentional or negligent abuse or misuse of City property may lead to discipline including, but not limited to, the cost of repair or replacement.

- (a) Employees shall promptly report to the Department Head, any loss, damage to or unserviceable condition of any City-issued property or equipment assigned for their use.
 1. A Department Head receiving such a report shall conduct an appropriate investigation and direct a memo to the City Administrator that shall include the result of his/her investigation and whether the employee followed proper procedures. The Department Head's report shall address whether reasonable care was taken to prevent the loss, damage or unserviceable condition.
 2. A review by the Department Head to determine whether misconduct or negligence was involved should be completed.



- (b) The use of damaged or unserviceable City property should be discontinued as soon as practicable and, if appropriate and approved by the staff, replaced with comparable-City property as soon as available and following notice to a supervisor.
- (c) Except when otherwise directed by competent authority or required by extreme circumstances, City property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) City property shall not be thrown away, sold, traded, donated, destroyed or otherwise disposed of without proper authority and notifying the Comptroller. Proper authority may include Council approval.
- (e) In the event that any City property becomes damaged or unserviceable, no employee shall attempt to repair the property without prior approval of a supervisor.

903.3 USE OF PERSONAL PROPERTY

The carrying of personal equipment requires prior written approval by the Department Head. The employee should submit for approval the description of personal property that the employee has requested to carry, the reason for its use, the period of its use and the terms of its use. Personal property of the type routinely carried by persons is excluded from this requirement. The Employer does not assume liability for the loss, theft or damage of personal property brought to the work place.

903.3.1 DEFINITIONS

Definitions related to this policy include:

Personal Property - Items or equipment owned by, provided by or purchased totally at the expense of the employee.

903.3.2 FILING CLAIMS FOR PERSONAL PROPERTY

Claims for reimbursement for damage or loss of personal property must be made on the proper form. This form is submitted to the Department Head. The Department Head may require a separate written report of the loss or damage.



The Department Head receiving such a report shall make an appropriate investigation and direct a memo to the City Administrator that shall include the result of his/her investigation and whether reasonable care was taken to prevent the loss, damage or unserviceable condition. Upon review by the staff and a finding that no misconduct or negligence was involved, repair or replacement may be recommended by the City Administrator, who will then forward the claim to the City Clerk. The City will not replace or repair costly items (e.g., jewelry, exotic equipment) that are not reasonably required as a part of work.

903.3.3 REPORTING REQUIREMENT

A verbal report shall be made to the employee's Department Head as soon as circumstances permit. A written report shall be submitted before the employee goes off-duty or within the time frame directed by the Department Head to whom the verbal report is made.

903.4 LOSS OR DAMAGE OF PROPERTY OF ANOTHER

Employees intentionally or unintentionally may cause damage to the real or personal property of another while performing their duties. Any employee who damages or causes damage to any real or personal property of another shall report it as provided below.

- (a) A verbal report shall be made to the employee's immediate supervisor as reasonably soon as circumstances permit.
- (b) A written report shall be submitted before the employee goes off-duty or within the time frame directed by the supervisor to whom the verbal report was made.
- (c) Intentional damage may result in termination.

904. Technology Use

(Lexipol policy 342)

904.1 PURPOSE AND SCOPE

This policy describes the use of City computers, software and systems.

904.1.1 PRIVACY POLICY



Any employee utilizing any computer, electronic storage device or media, Internet service, telephone service, information conduit, system or other wireless service provided by or funded by the City expressly acknowledges and agrees that the use of such service, whether for business or personal use, shall remove any expectation of privacy that the employee, sender and recipient of any communications utilizing such service might otherwise have, including the content of any such communications. The City also expressly reserves the right to access and audit any and all communications, including content that is sent, received and/or stored through the use of such service.

904.2 DEFINITIONS

Definitions related to this policy include:

Computer System - Includes all computers (on-site and portable), hardware, software and resources owned, leased, rented or licensed by the City of Lake Geneva that are provided for official use by employees. This shall include all access to, and use of, Internet Service Providers (ISP) or other service providers that is provided by or through the City or City funding.

Hardware - Includes, but is not limited to, computers, computer terminals, emerging technology (tablets, telemetry, GPS), printers/scanners, network equipment, modems or any other tangible computer device generally understood to comprise hardware.

Software - Includes, but is not limited to, all computer programs and applications, including shareware. This does not include files created by the individual user.

File - Includes any electronic document, information or data residing or located, in whole or in part, on the system, including but not limited to, spreadsheets, calendar entries, appointments, tasks, notes, letters, reports or messages.

904.3 SYSTEM INSPECTION OR REVIEW

There is no expectation of privacy regarding files contained in or on City computers or systems. A Department Head or the authorized designee has the express authority to inspect or review the system, any and all temporary or permanent files and related electronic systems or device sand any contents



thereof, whether such inspection or review is in the ordinary course of his/her supervisory duties or based on cause.

When requested by a Department Head, or during the course of regular duties requiring such information, the City's IT specialist may extract, download or otherwise obtain any and all temporary or permanent files residing or located in or on the system.

Reasons for inspection or review may include, but are not limited to, system malfunctions, problems or general system failure, a lawsuit against the agency involving the employee or related to the employee's duties, an alleged or suspected violation of any City policy, request for disclosure of data or a need to perform or provide a City service.

904.4 CITY PROPERTY

All information, data, documents, communications, and other entries initiated on, sent to or from, or accessed on any City computer, or through the City computer system on any other computer, whether downloaded or transferred from the original City computer, shall remain the exclusive property of the City and shall not be available for personal or non-City use without the express written authorization of an employee's supervisor.

904.5 UNAUTHORIZED DUPLICATION OF SOFTWARE

Employees shall not copy or duplicate any copyrighted and/or licensed software except for a single copy for backup purposes. To reduce the risk of a computer virus, employees are not permitted to install personal copies of any software onto the computers owned or operated by the City. If an employee must copy data onto a removable storage media and download it on a non-City computer, the employee shall scan the removable storage media for viruses before loading the data on a City computer system.

No employee shall knowingly make, acquire or use unauthorized copies of computer software that is not licensed to the City while on City premises or on a City computer system. The City and individuals are subject to civil damages per title copied, along with criminal penalties, including fines and imprisonment.



904.6 PROHIBITED AND INAPPROPRIATE USE

Access to City technology resources, including Internet access provided by, or through, the City, shall be strictly limited to City-related business activities.

An Internet site containing information that is not appropriate or applicable to City use and that shall not be intentionally accessed includes, but is not limited to, adult forums, pornography, chat rooms and similar or related websites.

Downloaded information shall be limited to messages, mail and data files, which shall be subject to audit and review by the City without notice. No copyrighted and/or unlicensed software program files may be downloaded. Employees shall report any unauthorized access to the system or suspected intrusion from outside sources (including the Internet) to a supervisor.

904.7 PROTECTION OF CITY SYSTEMS AND FILES

All employees have a duty to protect the system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care and maintenance of the system. It is expressly prohibited for an employee to allow an unauthorized user to access the system at any time or for any reason.

904.8 ELECTRIC COMMUNICATIONS TOOLS

The City provides some of its employees with electronic communication tools such as email, voicemail, cellular phones, text messaging, pagers, computers, radios and other communication tools and devices so they may better perform their job-related duties. The City's electronic communications system includes all messages sent through the City's computer network either externally via the internet or internally and through City-issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them.

Electronic communications should be courteous, concise, focused and written or spoken in good business English. The same care should be used in drafting electronic communications as used for drafting any other written form of communication. All electronic communications are unavoidably attributed to the City; therefore, when composing these communications, employees must bear in mind that personal comments may be perceived as comments made on behalf of the City.



Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.); therefore, employees should never assume that deleting a personal electronic communication will remove all incidents of its existence. If there is a review of the information or an investigation, litigation or other proceeding that requires or makes desirable the review or production of City records, it is likely that electronic communications will be requested and possibly disclosed. Moreover, employees should not delete any communications that are considered records under Wisconsin's Public Records Law.

If an internal communication is confidential, it should be distributed personally or by a confidential routing envelope, and not via email. Employees should not presume that an electronic communication sent via the internet is confidential unless it has been encrypted by the City. Participating in listservs should be limited to those used for business purposes, and employees must understand and comply with the guidelines and protocols of each listserv to which they subscribe.

Electronic signatures should be used on all external messages, and should clearly identify the originator of the message, including full name, title, employer name, email address, and phone number.

If an employee has any question about whether a particular use or electronic communication is appropriate, he or she should first consult with the employee's supervisor or the City Administrator before making such communication.

905. *Personal Appearance*

Employees of the City of Lake Geneva are expected to dress in a professional manner befitting their jobs with due consideration to the needs of the City, the perceptions of the public, vendors and fellow employees and leaders. All employees must be well-groomed, as an unkempt appearance can offset many other fine qualities and negatively reflect on the City's image. Department supervisors may establish specific dress code requirements for each department that are designed to reflect the professionalism of the workplace. All protective clothing must be worn during activities when required and removed when leaving the designated work area.

Employees who fail to dress in a professional manner will be expected to immediately change their appearance, which may include returning home to change clothing or groom and which shall be without compensation.



906. Smoking

(Lexipol policy 1018)

906.1 PURPOSE AND SCOPE

This policy establishes limitations on the use of tobacco products by employees and others while on-duty or while in City of Lake Geneva facilities or vehicles.

906.2 POLICY

The City of Lake Geneva recognizes that tobacco use is a health risk and can be offensive to other employees and to the public. It is the policy of the City of Lake Geneva to prohibit the use of tobacco by employees while on-duty or at any time the employee is acting in an official capacity for the City.

906.3 EMPLOYEE USE

Tobacco use by employees is prohibited anytime employees are in public view representing the City. Smoking and the use of other tobacco products is not permitted inside any City facility, office or vehicle. It shall be the responsibility of each employee to ensure that no person under his/her supervision smokes or uses any tobacco product inside City facilities and vehicles.

906.4 ADDITIONAL PROHIBITIONS

Department Heads or the authorized designees shall make reasonable efforts to prohibit smoking in City locations where smoking is prohibited, including, but not limited to (Wis. Stat. § 101.123(2)(a)8r; Wis. Stat. § 101.123(2)(e)3; Wis. Stat. § 101.123(2m)(c); Wis. Stat. § 101.123(2m)(e)):

- (a) Posting signs that prohibit smoking (Wis. Stat. § 101.123(2m)(c)1)
- (b) Asking a person who is smoking to refrain or to leave if the person refuses (Wis. Stat. § 101.123(2m)(c)3)
- (c) Enforcing the Wisconsin Clean Indoor Air Act (Wis. Stat. § 101.123(2m)(d))
- (d) Taking other actions as reasonably necessary to prevent persons from being exposed to others who are smoking (Wis. Stat. § 101.123(2m)(e))



907. Drug & Alcohol Use and Testing
(Lexipol policy 1012)

907.1 PURPOSE AND SCOPE

The intent of this policy is to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any employee or member of the public. The City of Lake Geneva discourages alcohol and drug abuse and strives to achieve a workforce free from the influence of drugs and alcohol.

907.2 GENERAL GUIDELINES

The consumption of illegal drugs and alcohol is strictly prohibited at work. Employees who have consumed an amount of an alcoholic beverage or taken any medication that would tend to adversely affect their mental or physical abilities shall not report for work. The affected employee shall notify the supervisor as soon as the employee is aware that he/she will not be able to report to work. If the employee is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner.

907.2.1 PURCHASE OR POSSESSION OF DRUGS OR ALCOHOL ON-DUTY

City employees shall not purchase or possess alcohol or other controlled substances on City property, at work. City employees shall not illegally manufacture any alcohol or drugs while on-duty, on City property or at any other time.

907.2.2 USE OF PRESCRIBED MEDICATIONS

City employees who are medically required to take prescription medication during work hours shall not allow such medication to impair his/her ability to perform his/her work. Any employee who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to his/her immediate supervisor.

No employee shall be permitted to work on or drive a vehicle owned or leased by the City while taking such potentially impairing medication without a written release from his/her physician.

907.3 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary Employee Assistance Program (EAP) to assist employees who wish to seek help for alcohol and drug problems. There may also be available a variety of insurance coverages



which provide treatment for drug and alcohol abuse. Employees may contact the City Administrator, his/her insurance provider, or an EAP for additional information. Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through an EAP or his/her insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

907.4 WORK RESTRICTIONS

If an employee informs a supervisor that he/she has consumed any alcohol, drug or medication which could interfere with the safe and efficient performance of his/her duties, the employee may be required to obtain clearance from his/her physician before he/she continues to work. If a supervisor reasonably believes, based upon objective facts, that an employee's ability to perform his/her duties safely and efficiently may be impaired by the consumption of alcohol or other drugs, the supervisor may ask the employee whether he/she has consumed any alcohol or other drugs and, if so the amount and type of alcohol or other drugs consumed and the time of consumption, and the name of the person who prescribed the controlled substance.

If the supervisor reasonably believes, based upon objective facts, that an employee is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the employee from continuing work and shall transport him/her or cause him/her to be transported safely away from the City and shall take any other appropriate action.

907.5 REQUESTING SCREENING TESTS

The City may request an employee to submit to a screening test if the City:

- (a) Reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs which are impairing his/her ability to perform duties safely and efficiently.
- (b) Informs the employee of the specific facts supporting its belief and prepares a written record of those facts, and:
 - 1. Informs the employee in writing whether the test will be for alcohol or drugs, or both.



2. Informs the employee that the result of the test is not admissible in any criminal proceeding against him/her.
3. Informs the employee that he/she may refuse the test, but that his/her refusal may result in dismissal or other disciplinary action.

907.5.2 SCREENING TEST REFUSAL

An employee is subject to disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested by his/her appointing authority, that he/she took the controlled substance as directed pursuant to a current and lawful prescription issued in his/her name.

907.6 CONFIDENTIALITY

The City recognizes the confidentiality and privacy due employees. Disclosure of any information relating to chemical abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process. The written results of any screening test may be provided to the employee but will remain confidential and separate from the employee's other personnel files.

907.7 NON-DISCRIMINATION

The City maintains that it will provide a drug free, alcohol free and safe environment for all of its employees. However, in doing so, it will not discriminate against any employee or applicant for employment as prohibited under Federal, State, or local laws. The City will not discriminate against any employee or applicant for employment because of their condition as an alcoholic, because of their use of lawful products off duty and off the premises, because the individual was arrested for a drug or alcohol charge prior to becoming an employee at the City (which arrest did not lead to a conviction), or because the individual was convicted of a drug or alcohol-related crime that is not substantially related to their job duties at the City.

Anyone having questions about this policy should contact his or her supervisor or the City Administrator



908. Zero Tolerance for Workplace Violence

The City of Lake Geneva prohibits workplace threats or violence. Acts or threats of physical violence, including intimidation, harassment or coercion, which involve or affect personnel or property or which occur on City property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or multiple employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved
- All threats or acts of violence occurring off City premises involving someone who is acting in the capacity of a representative of the City

Examples of conduct that may be considered threats or acts of violence in violation of this policy include, but are not limited to, the following:

- Hitting, touching, or physically harming an individual
- Threatening an individual or his or her family, friends, associates, or property with harm
- Damaging or threatening to harm City property or the property of others
- Making harassing or threatening communications
- Harassing surveillance or stalking
- Unauthorized possession or inappropriate use of firearms or weapons

Prohibition against threats and acts of violence applies to all persons, including individuals not employed by the City. Every employee is required to report any incident of workplace threat or acts of physical violence or damage of property to his or her supervisor or another member of City management immediately.

Weapons & Firearms

The City of Lake Geneva prohibits all employees from bringing weapons of any kind onto City premises or to City functions. Any employee suspected of possessing a weapon will be subject to search at the City's discretion, and such search may include, but not necessarily be limited to, the employee's



personal effects, desk and workspace. The only exception to this policy is for sworn law enforcement officers, security guards, or other persons acting in the interest of the City who have the legal authority to carry a weapon.

Weapons for which the employee is licensed or permitted per Wis. Stat. 175.60 may be stored in the employee's own motor vehicle, but only if the vehicle remains locked while the vehicle is parked on City property and while the vehicle is otherwise unattended and unoccupied, and may be stored in the employee's personal vehicle while the employee is traveling and performing duties in the course of his or her employment.

909. Progressive Discipline

The City of Lake Geneva treats all violations of policy, rules of conduct and general expectations of professional conduct very seriously. Violations of these policies, rules, and general expectations of conduct can subject an employee to discipline, up to and including discharge.

The City's system of progressive discipline is designed to encourage individuals to be high quality employees and to remove employees from service who cannot or will not meet that high standard of performance. Some discipline is intended to be corrective in nature to allow the employee an opportunity to rehabilitate his or her conduct. Employee misconduct may call for severe forms of discipline such as suspension, transfer, demotion, termination or other action. In some cases, dismissal of an employee is appropriate because of the seriousness or continuing nature of unacceptable conduct. The appropriate level of discipline is determined by management on a case-by-case basis, and the City reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process. The City's use of any form of progressive discipline does not change any employee's status as an at-will employee, or create any additional contractual rights.

910. Grievance Procedure

The City of Lake Geneva encourages all employees to bring concerns, problems and grievances to the attention of management at any time. To that end, a formal grievance procedure has been adopted by the Common Council which delineates the steps to be taken by employees and supervisors in the



reporting, investigating and resolution of any grievance. See Appendix B for a copy of the grievance procedure.

GRIEVANCE PROCEDURE

Pursuant to Wisconsin Statute 66.0509(1m), the City of Lake Geneva has established this Grievance Procedure for an employee to utilize for matters concerning employee discipline, employee termination, or workplace safety covered by this Grievance Procedure. This Procedure provides an employee with the individual opportunity to address concerns regarding employee discipline, employee termination or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the

An employee shall use the Grievance Procedure for resolving disputes regarding employee termination, employee discipline or workplace safety issues covered by this Procedure. The City Council expects an employee and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to utilizing the Grievance Procedure. An employee subject to a contractual grievance procedure shall follow the contractual dispute or resolution procedures to the extent those procedures cover the matters covered by this Grievance Procedure. An employee subject to statutory dispute or resolution procedures shall be subject to those procedures to the extent those procedures cover the matters covered by this Grievance Procedure. This Grievance Procedure does not create a legally binding contract.

The City reserves all rights and this procedure does not create a contract of employment. Unless provided otherwise by statute, ordinance or contract, employees of the City are employed at-will and may resign with or without reason. The employee or employer may terminate the employment relationship at any time with or without reason and without violation of applicable law.

DEFINITIONS AND LIMITATIONS

“Termination” means a separation from employment by the employer for disciplinary or quality of performance reasons. “Termination” does not include layoff, furlough or reduction in workforce, job transfer, non-disciplinary demotion, reduction or position elimination based on failure to meet qualifications, resignation, abandonment, retirement, nonrenewal of contract, death, separation as a



result of disability, action taken pursuant to an ordinance created under s. 19.59(1m), or the end or completion of temporary employment, seasonal employment, contract employment, or assignment.

“Employee discipline” means an employment action that results in disciplinary suspension, with or without pay, disciplinary termination, or disciplinary demotion. “Employee discipline” does not include counseling, oral reprimands or warnings, written reprimands or warnings, performance improvement plans, performance evaluations or reviews, documentation of employee acts or omissions, administrative leave or suspension with or without pay, non-disciplinary wage, benefit or salary adjustments, changes in assignment, action taken pursuant to an ordinance created under s. 19.59(1m), or other non-material employment actions.

“Employee” means municipal personnel identified in Section 66.0509, Wis. Stats., and shall not include employees subject to a collective bargaining agreement addressing employee discipline, termination and workplace safety, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority, elected officials, and personnel subject to rights under Section 62.13, Wis. Stat., and independent contractors.

“Workplace safety” shall be narrowly construed and not construed to include basic conditions of employment unrelated to physical health and safety. “Workplace Safety” means conditions of employment related to the physical health and safety of employees, as long as such conditions are not enforceable under state or federal law, and includes safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk. “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, sick, family, or medical leave, work schedules, breaks, termination, vacation, performance reviews, and compensation.

Individual claim. Any Grievance filed regarding employee discipline, termination or workplace safety must relate to issues personal to the Grievant filing the Grievance and may not relate to, without limitation by enumeration, safety of property or third parties. A Grievance filed by the Grievant claiming he or she has been personally affected by the alleged violation.



Scope and Alternative Process. The scope of a Grievance that is subject to the jurisdiction of a governmental body or specific procedure by other state or federal laws shall be governed by those statutes or regulations and not this Grievance Procedure. The scope of a Grievance that is subject to a grievance procedure in a collective bargaining agreement or contractual dispute resolution process may not be brought forth under this Grievance Procedure. The scope of a Grievance that is subject to other policy or ordinance for formal or informal investigation or dispute resolution procedures may not be brought forth under this Grievance Procedure.

TIMELINES AND GRIEVANCE FORMAT

Verbal Grievance and Dispute Resolution. Within fifteen (15) calendar days of the termination, employee discipline or actual or reasonable knowledge of the workplace safety issue and prior to filing a written Grievance, the Grievant must discuss the dispute with the supervisor who made the decision. The supervisor and employee must informally attempt to resolve the dispute. The supervisor shall notify the Administrator of this meeting and the results of the meeting. If the grievance involves a decision by the Council or Administrator, then the Grievant must present the grievance orally to the Administrator and follow this step with the Administrator.

Written Grievance Submission. If the employee wants to challenge his or her termination, employee discipline or workplace safety issue, then the employee must file a written Grievance within five (5) calendar days after meeting with the supervisor to informally resolve the dispute. The Grievance must be in writing and must be filed with the supervisor and with a copy to the Administrator. The Grievance shall contain a clear and concise statement of the pertinent facts, the dates the incidents occurred, the identities of the persons involved, documentation related to the Grievance in possession of the Grievant, the steps taken to informally resolve the dispute and the results of those discussions, all reasons why the actions of the supervisor or decision maker should be overturned, if applicable, and the remedy that should be issued. A Grievance alleging a workplace safety issue shall also identify the workplace rules allegedly violated, if applicable.

Administrative Response. The Administration, composed of management personnel within the discretion of the City, shall meet with the Grievant within fifteen (15) calendar days of receipt of the written Grievance to discuss voluntary resolution of the Grievance. If those discussions do not resolve the Grievance, then the Administration will provide a written response to the Grievance within five (5)



calendar days of the meeting. The written response shall contain a statement of the date the meeting between the Administration and the Grievant occurred, the decision to sustain or deny the Grievance, and the deadline for the Grievant to appeal the Grievance to an Impartial Hearing Officer.

Impartial Hearing. The decision of the Administration shall be final unless the Grievant files a written appeal requesting a hearing before an Impartial Hearing Officer. The written appeal shall be filed with the Clerk and Administrator and within ten (10) calendar days of the Administrative Response. The Impartial Hearing Officer shall file a written report within fifteen (15) calendar days of the close of the hearing.

Appeal for Review

The Administration or employee may file a written request for review by the City Council within ten (10) calendar days of receipt of the Impartial Hearing Officer's written report.

Decision of the City Council. A decision by the City Council will be made within sixty (60) calendar days of the filing of the appeal unless the City Council extends this timeframe.

Importance of Timelines and Process. A Grievance will be processed pursuant to the established timelines. A Grievant may advance a Grievance to the next step if a response is not provided within the designated timeframes. A Grievant may not file or advance a Grievance outside of the designated timeframes. If the Grievant fails to meet the timelines set forth this Procedure, then the grievance will be considered resolved. The Administration may advance a Grievance to the next step at the written request of either the Grievant or the Administration. The timelines may be modified by mutual agreement of the Grievant and Administration. The failure of the Grievant to follow the timelines and other requirements in this policy shall result in the Impartial Hearing Officer not having jurisdiction over this matter and shall terminate the Grievance Procedure for that Grievance. The Impartial Hearing Officer shall have the authority to determine whether the Impartial Hearing Officer has jurisdiction, which may be subject to review by the City Council.

Scheduling. Grievance meetings and hearings will typically be held during the Grievant's off-duty hours. Time spent in Grievance meetings and hearings while off duty will not be considered as compensable work time for the grievant.



HEARING PROCEDURE

Selection of Hearing Officer. Following receipt of the appeal requesting a hearing before an Impartial Hearing Officer, the Administration shall provide the name of the person available to serve as an Impartial Hearing Officer. In the event the Administration provides a list of names, then the Administration and Grievant shall select a name from the list. If the parties cannot mutually agree on an Impartial Hearing Officer from the list, then the parties shall strike names from the list with the Grievant striking the first name. The remaining name shall be selected and assigned as the Impartial Hearing Officer if available.

Pre-Hearing Conference and Timelines. The Administration, Grievant and Impartial Hearing Officer shall conduct a pre-hearing conference and select a date for hearing not more than forty-five (45) calendar days from the date of the appeal. The Impartial Hearing Officer shall assign dates for preliminary matters that may arise prior to the hearing.

Conciliation. Prior to the Hearing, the parties and Impartial Hearing Officer may engage in conciliation meetings to resolve the dispute. In cases involving allegations of workplace safety, the conciliation meeting shall be mandatory and shall occur not more than ten calendar days after assignment to the Impartial Hearing Officer. The Impartial Hearing Officer's involvement in any conciliation process shall not disqualify the Impartial Hearing Officer from hearing the merits of any Grievance unless all parties agree to replace the Impartial Hearing Officer.

Representation. The Grievant shall have the right to representation during the Grievance Procedure at the Grievant's expense. The representative must not be a material witness to the dispute.

Record of Proceedings. The Impartial Hearing Officer shall conduct the hearing and make a record of the proceedings. Following the issuance of the written report, the record and report shall be provided to the Clerk for preservation. The Impartial Hearing Officer may request oral or written arguments and replies.

Burdens. The Grievant shall bear the burden of production and burden of proof. The rules of evidence shall not be followed, but no factual conclusions may be based solely on hearsay evidence. Not less than ten days prior to the hearing, the Grievant and the Administration shall exchange lists of witnesses and documentary evidence that they intend to introduce at the proceedings.



Written Response. After receiving the evidence and closing the hearing, the Impartial Hearing Officer shall issue a written report. The report shall contain findings of fact, analysis and a recommendation. The Impartial Hearing Officer must answer the following question: Based on the preponderance of the evidence presented, has the Grievant proven the decision of the Administration was arbitrary or capricious?

Powers of the Hearing Officer. The Impartial Hearing Officer shall have the power to issue a report regarding the Grievance. The Impartial Hearing Officer shall have no power to issue any remedy, but the Impartial Hearing Officer may recommend a remedy. Remedial authority shall be subject to the determination and authorization of the City Council, and shall be addressed by the City Council in the event a recommendation for a remedy is made by the Impartial Hearing Officer.

APPEAL TO CITY COUNCIL

Written Appeal. The written notice of appeal shall contain a statement explaining the reasons for the appeal and a copy of the Grievance, the Administration's response to the Grievance, and the Impartial Hearing Officer's report. The written notice may not include information that was not presented at the Hearing. The request shall be filed with the City Council President and with a copy to the other party and to the Clerk.

Record of the Hearing. Upon appeal of the response of the Impartial Hearing Officer, a copy of the record shall be provided to the City Council at its meeting to consider the appeal.

Review. The City Council may decide, in each situation whether it will review the record and make a decision, assign an Impartial Hearing Officer to create a recommendation for the City Council's review, or hold a new hearing and make an independent decision. The manner and process of review is the sole choice of the City Council.

Additional Information. The City Council may offer the Grievant and the Administration the opportunity to provide information to the City Council in a meeting duly noticed for closed session or open session discussion. The City Council may request written or oral arguments from each party.



Decision. All decisions of the City Council involving the Grievance shall be by simple majority vote and in writing and filed with the Clerk within five days of the date of the final decision. A copy of the final decision shall be delivered to the Grievant and the Administration. The City Council's decision is final and is not subject to appeal.



Receipt No. _____

Date _____

Riviera Ballroom Lease Agreement

Date of Event:

Hours of the Event:

Name of Group or Individual(s):

Person(s) Responsible:

Address:

Phone Number:

Work Number:

Email:

Event Type:

Estimated number of guests attending (maximum capacity – 380 for Reception style & 320 for Seated):

Admission to be charged? Yes / No Liquor to be served? Yes / No

Lease, made this _____ day of _____, 20_____ between the City of Lake Geneva, a municipal corporation, Lessee, hereinafter referred to as the "City" and _____ hereinafter referred to as "Lessee."

- Recitals:
1. The City is the sole owner of the described premises and desires to lease the premises to a suitable lessee.
 2. Lessee desires to lease the below described premises.
 3. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

1. Lease Premises: The City hereby leases to Lessee the top floor of the Riviera building on Geneva Lake, located at 812 Wrigley Drive in the City of Lake Geneva, also known as the Riviera Ballroom.

2. Term and Rental Fee: Rental fee is for up to a maximum eight (8) hour period and is due four (4) weeks prior to the event. The lease period begins when guests arrive. Any time in excess of eight (8) hours or after 1:00 a.m. will be charged at \$400 per hour and deducted from the security deposit. Lessee shall pay in, addition to the rental fee the hourly rate of \$20 for all necessary set-up and an hourly rate for security personnel. This will be deducted from the security deposit. Any time needed prior to the arrival of guests is considered set-up time.

Rental rates (effective 9/1/15)

Lake Geneva Resident \$2,500.00 *See Riviera Resident Rate Request Form for resident requirements

- For a wedding, this rate applies only to the bride, groom, or parents of the bride or groom who live full-time within the city limits of Lake Geneva.
- For other bookings, the Lessee must live full-time within the city limits of Lake Geneva and event must be for immediate family (parent or child) of resident Lessee.

Non-Resident \$3,000.00

Non- Profit Organizations* \$400.00

Week Days: Monday – Thursday (Non-Holiday) \$500.00

*Please refer to the Riviera policy concerning non-profit organizations, schools, and civic groups for rules concerning this rate.

The City leases the above described premises for a term of up to eight (8) hours from:

(time) _____ (date & year) _____

To

(time) _____ (date & year) _____

\$400.00 per hour will be charged for any occupancy exceeding the above specified time. Lessee hereby requests to lease the premises for an additional _____ hours

from _____ to _____ (indicate time). The parties agree and understand that rent for such term shall be the sum of \$ _____dollars. **Rent shall be due and payable in full by 4:00 p.m. no later than four weeks prior to rental.** Payment shall be made to the City of Lake Geneva.

3. Security Deposit: In addition to the rent set forth above the lessee shall pay a security deposit in the amount of **\$1000.00**. The City and Lessee agree that such security deposit shall be held by the City and may be applied to property damage to the premises, if any, resulting during the term of this lease or otherwise caused by the Lessee, his agents, employees or guests. Nothing in this section shall foreclose

the City from, in addition to withholding the security deposit, seeking further action to recover damages or deficiencies from Lessee, his agents, employees or guests for damages to the leased premises.

4. Use: It is understood and agreed that Lessee's use of the premises shall be for the purpose of _____. Lessee shall not use nor shall he or she allow the use of the premises, or any part thereof, in any manner which is unlawful, immoral, disreputable, including, but not limited to, the following: gambling, contributing to the delinquency of minors, nude dancing and the use of fireworks.

5. Vendors: The lessee agrees to use caterers from the Riviera Vendors List for their event. An outside vendor fee of \$750 will be charged for the use of a food provider not on the Riviera Vendor List. The beverage company must be licensed in the state of WI. Bartenders will be asked to present valid certification upon arrival on-site. All other services i.e. Florists, DJ's etc. will be up to the Lessee and no fee will be charged.

6. Indemnity: Lessee shall indemnify the City and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) a failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the City, its agents and employees.

7. Stolen or Lost Property: Notwithstanding the provisions of Section 5 herein, Lessee agrees to hold the City harmless for any loss, theft or damage of or to personal property. Lessee has the responsibility of inspecting the premises prior to the close of the lease term for personal property which was lost, misplaced or left behind. Any personal property or fixture remaining at the close of the lease term shall be considered abandoned and shall become property of the City.

8. Surrender of Possession: Lessee shall, upon the close of the lease term, or earlier, peaceably and quietly surrender and deliver the premises to the City free of all liens and encumbrances.

9. Assignment: It is understood and agreed that Lessee shall not assign, sub-lease or in any way encumber the premises, nor shall this lease be transferred by operation of law, without prior written consent of the City.

10. Access to the Premises: Lessee shall allow the City, its agents and employees to enter the premises at reasonable times and in a reasonable manner so as not to disrupt Lessee's use of the premises to inspect the premises to determine whether performance is in accord with the lease terms and conditions.

11. Riviera Security Personnel: Lessee shall allow two (2) employees of the City bearing identification tags with the words "Riviera Personnel" to be present and move freely through the premises during the lease term to make certain no terms or conditions of the lease are being violated. Such Riviera personnel shall also ask persons not authorized by Lessee to be present during the Lease term to leave and will call the police if necessary to assist in the control of guests of Lessee. Riviera personnel shall ask the lessee to announce last call and close down the bar one and a half hours and the DJ one hour before the end of the rental time. The Riviera personnel will assist the Lessee in matters of a custodial or maintenance to ensure a clean and safe environment.

Such personnel shall be bonded at the expense of the City. A third security guard is required for parties larger than 250 guests (maximum capacity is 380).

12. Lessee shall pay, in addition to the rental fee, the hourly rate for necessary set-up and security personnel scheduled for the event. The hourly rate can be obtained from the City Clerk's office. Current hourly rate is \$20.00 for set-up and \$12.75 during the event, and is deducted from the security deposit.

13. Remedies of the City and Liquidated Damages: In the event of breach of any of the terms and conditions of this lease by Lessee, the City, at its option, may treat this lease as null and void, accept the security deposit as liquidated damages, accept the security deposit as partial payment of damages and sue for any deficiency or invoke any remedy available to it under law or equity.

14. Cancellation: ~~A cancellation fee of \$100 will be charged for all cancellations 180 days or more prior to the reserved date; the entire deposit will be forfeited if notified less than 180 days prior to the reserved date. Cancellations must be made in writing.~~ A cancellation fee of \$1,000 (deposit) will be charged for all cancellations. Cancellations made within 90 days of the reserved date will be required to pay 50% of the rental fee, minus the \$1,000 deposit. Cancellations made within 14 days of the reserved date will be required to pay the rental fee in full, minus the \$1,000 deposit.

~~-For events with a rental fee less than \$1,000: A fee of \$100 will be charged for cancellations made 180 days or more prior of the reserved date. Cancellations made within 90 days of the reserved date will be required to pay 50% of the rental fee. Cancellations made within 14 days of the reserved date will be required to pay the rental fee in full.~~

All cancellations must be made in writing.

15. Model Release: It is agreed that The Riviera/City of Lake Geneva staff may display and use any photographs taken for advertising and marketing in ways thought proper by the City of Lake Geneva. For client privacy, last names may be obscured if requested.

16. Rules: Lessee hereby acknowledges receipt of the Rules governing the rental of the Riviera. (*See attached Event Procedures document). Lessee agrees to abide by and follow each and all of said rules regarding the use of the premises. Lessee further agrees that he or she shall be liable for any and all damages incurred as a result of violation of these rules. Failure to abide by the subject rules will be considered a breach of this lease.

I acknowledge that I have received, have read and understand the Riviera Ballroom Procedures & Usage Rules and agree to the provisions therein.

Initial _____

16. Please mail the Riviera Ballroom Lease and \$1,000.00 security deposit to:

Riviera Facilities Coordinator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Note: We accept credit cards with ONLINE payments only. If paying by check with this agreement, please make check payable to City of Lake Geneva.

The security deposit refund will be paid to and mailed to the Lessee below:

Signature of Lessee

Address

City, State, Zip

Date

For the City of Lake Geneva

Date



Receipt No. _____

Date _____

Riviera Ballroom Wedding Lease Agreement

Date of Event:

Hours of the Event:

Name of Event:

Person(s) Responsible:

Address:

Phone Number:

Work Number:

Email:

Event Type: Wedding

Bride:

Bride Phone:

Bride Email:

Groom:

Groom Phone:

Groom Email:

Estimated number of guests attending (maximum capacity – 320 seated with no dancefloor):

Admission to be charged? Yes / No Liquor to be served? Yes / No

Lease, made this _____ day of _____, 20_____ between the City of Lake Geneva, a municipal corporation, Lessee, hereinafter referred to as the "City" and _____ hereinafter referred to as "Lessee."

Recitals:

1. The City is the sole owner of the described premises and desires to lease the premises to a suitable lessee.
2. Lessee desires to lease the below described premises.
3. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

1. Lease Premises: The City hereby leases to Lessee the top floor of the Riviera building on Geneva Lake, located at 812 Wrigley Drive in the City of Lake Geneva, also known as the Riviera Ballroom.

2. Term and Rental Fee: Rental fee is for up to a maximum eight (8) hour period and is due four (4) weeks prior to the event. The lease period begins when guests arrive. Any time in excess of eight (8) hours or after 1:00 a.m. will be charged at \$400 per hour and deducted from the security deposit. Lessee shall pay in, addition to the rental fee the hourly rate of \$20 for all necessary set-up and an hourly rate for security personnel. This will be deducted from the security deposit. Any time needed prior to the arrival of guests is considered set-up time.

Rental Rates (effective 7/15/19)

City of Lake Geneva Resident *See Riviera Resident Rate Request Form for resident requirements

Saturday: \$1,950

Friday & Sunday: \$1,700

Week Days: Monday – Thursday (Non-Holiday): \$650 *Floor length linens are **not** included at this rate

- For a wedding, this rate applies only to the bride, groom, or parents of the bride or groom who live full-time within the city limits of Lake Geneva.
- For other bookings, the Lessee must live full-time within the city limits of Lake Geneva and event must be for immediate family (parent or child) of resident Lessee.

Non-Resident

Saturday: \$3,900

Friday & Sunday: \$3,400

Week Days: Monday – Thursday (Non-Holiday): \$1,250

Seasonal Discount

A 20% discount will apply for weddings booked after November 15th and prior to May 1st.

The City leases the above described premises for a term of up to eight (8) hours from:

(estimated time) _____ (date & year) _____

To

(estimated time) _____ (date & year) _____

\$400.00 per hour will be charged for any occupancy exceeding the above specified time. Lessee hereby requests to lease the premises for an additional _____ hours from _____ to _____ (indicate time). The parties agree and understand that rent for such term shall be the sum of \$____dollars. **Rent shall be due and payable in full by 4:00 p.m. no later than four weeks prior to rental.** Payment shall be made to the City of Lake Geneva.

3. Security Deposit: In addition to the rent set forth above the lessee shall pay a security deposit in the amount of \$1000.00. The City and Lessee agree that such security deposit shall be held by the City and may be applied to property damage to the premises, if any, resulting during the term of this lease or otherwise caused by the Lessee, his agents, employees or guests. Nothing in this section shall foreclose the City from, in addition to withholding the security deposit, seeking further action to recover damages or deficiencies from Lessee, his agents, employees or guests for damages to the leased premises.

4. Use: It is understood and agreed that Lessee's use of the premises shall be for the purpose of a wedding. Lessee shall not use nor shall he or she allow the use of the premises, or any part thereof, in any manner which is unlawful, immoral, disreputable, including, but not limited to, the following: gambling, contributing to the delinquency of minors, nude dancing and the use of fireworks.

5. Vendors: **The lessee agrees to use caterers from the Riviera Preferred Vendors List for their event. A vendor fee of \$750 will be charged for use of a food provider not on the Preferred Vendor List.** The lessee is also required to pay an additional outside catering security deposit in the amount of \$1,000 which will be refunded after the event provided no damages are incurred. All other services i.e. Florists, DJ's etc. will be up to the Lessee and no fee will be charged.

6. Indemnity: Lessee shall indemnify the City and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) a failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the City, its agents and employees.

7. Stolen or Lost Property: Notwithstanding the provisions of Section 5 herein, Lessee agrees to hold the City harmless for any loss, theft or damage of or to personal property. Lessee has the responsibility of inspecting the premises prior to the close of the lease term for personal property which was lost, misplaced or left behind. Any personal property or fixture remaining at the close of the lease term shall be considered abandoned and shall become property of the City.

8. Surrender of Possession: Lessee shall, upon the close of the lease term, or earlier, peaceably and quietly surrender and deliver the premises to the City free of all liens and encumbrances.

9. Assignment: It is understood and agreed that Lessee shall not assign, sub-lease or in any way encumber the premises, nor shall this lease be transferred by operation of law, without prior written consent of the City.

10. Access to the Premises: Lessee shall allow the City, its agents and employees to enter the premises at reasonable times and in a reasonable manner so as not to disrupt Lessee's use of the premises to inspect the premises to determine whether performance is in accord with the lease terms and conditions.

11. Riviera Security Personnel: Lessee shall allow two (2) employees of the City bearing identification tags with the words "Riviera Personnel" to be present and move freely through the premises during the lease term to make certain no terms or conditions of the lease are being violated.

Lessee shall pay, in addition to the rental fee, the hourly rate for necessary set-up and security personnel scheduled for the event. The hourly rate can be obtained from the City Clerk's office. Current hourly rate is \$20.00 for set-up/tear-down and \$12.75 per security person during the event, and is deducted from the security deposit.

Such Riviera personnel shall also ask persons not authorized by Lessee to be present during the Lease term to leave and will call the police if necessary to assist in the control of guests of Lessee. Riviera personnel shall ask the lessee to announce last call and close down the bar 30 minutes prior to the event end-time, and no less than one and a half hours prior to the 1:00am shut down time.

A third security guard is required for parties larger than 250 guests (maximum capacity is 380 reception-style/no seating).

12. Remedies of the City and Liquidated Damages: In the event of breach of any of the terms and conditions of this lease by Lessee, the City, at its option, may treat this lease as null and void, accept the security deposit as liquidated damages, accept the security deposit as partial payment of damages and sue for any deficiency or invoke any remedy available to it under law or equity.

13. Cancellation: ~~A cancellation fee of \$100 will be charged for all cancellations 180 days or more prior to the reserved date; the entire deposit will be forfeited if notified less than 180 days prior to the reserved date. Cancellations must be made in writing.~~ A cancellation fee of \$1,000 (deposit) will be charged for all cancellations. Cancellations made within 90 days of the reserved date will be required to pay 50% of the rental fee, minus the \$1,000 deposit. Cancellations made within 14 days of the reserved date will be required to pay the rental fee in full, minus the \$1,000 deposit. All cancellations must be made in writing.

15. Model Release: It is agreed that The Riviera/City of Lake Geneva staff may display and use any photographs taken for advertising and marketing in ways thought proper by the City of Lake Geneva. For client privacy, last names may be obscured if requested.

16. Rules: Lessee hereby acknowledges receipt of the Rules governing the rental of the Riviera. (*See attached procedures checklist & Usage Rules). Lessee agrees to abide by and follow each and all of said rules regarding the use of the premises. Lessee further agrees that he or she shall be liable for any and all damages incurred as a result of violation of these rules. Failure to abide by the subject rules will be considered a breach of this lease.

I acknowledge that I have received, have read and understand the Riviera Ballroom Procedures & Usage Rules and agree to the provisions therein.

Initial _____

16. To Confirm Reservation: Please mail the Riviera Ballroom Lease and \$1,000.00 security deposit, payable to “**City of Lake Geneva**” to:

Riviera Facilities Coordinator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Note: We accept credit cards with ONLINE payments only. Online pay is available on the Riviera website www.lakegenevariviera.com on the “Forms & Guidelines” page.

The security deposit refund will be paid to and mailed to the Lessee below:

Signature of Lessee

Address

City, State, Zip

Date

For the City of Lake Geneva

Date

Prepays

port Criteria:

Report type: Summary

[Report].Check Issue Date = 11/05/2019,11/06/2019,11/13/2019

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
11/05/2019	71894	2046	ALLIANT ENERGY	28,972.34
11/05/2019	71895	2273	CHASE CARD SERVICES	2,457.81
11/05/2019	71896	5387	SHEPPARD, MORGAN	50.37
11/05/2019	71897	5326	STEPHANIE LYNN LAKE GENEVA LLC	5,332.00
11/05/2019	71898	5030	WALWORTH COUNTY CLERK	1,554.50
11/06/2019	71899	5616	WPS HEALTH INSURANCE	125,658.30
11/13/2019	72013	2003	A+ GRAPHICS & PRINTING	50.00
11/13/2019	72014	2108	AT&T LONG DISTANCE	110.08
11/13/2019	72015	2215	BRODART CO	4,573.49
11/13/2019	72016	2379	DEMCO	242.62
11/13/2019	72017	2613	GREAT AMERICA FINANCIAL SERVICES	330.84
11/13/2019	72018	2800	KORNAK, EMILY	143.84
11/13/2019	72019	5619	LIPINSKI, DR TOMAS	100.00
11/13/2019	72020	2977	MIDWEST TAPE	77.22
11/13/2019	72021	3062	NORTHWIND PERENNIAL FARM	703.25
11/13/2019	72022	3143	PHILS ELECTRIC DRAIN SVC LLC	195.00
11/13/2019	72023	3149	PIGGLY WIGGLY	7.50
11/13/2019	72024	3362	STANG, KAY	10.44
11/13/2019	72025	5326	STEPHANIE LYNN LAKE GENEVA LLC	870.16
11/13/2019	72026	3021	SYLVIA MULLALLY	358.28
11/13/2019	72027	4956	UNIQUE MANAGEMENT SERVICES INC	71.60
11/13/2019	72028	5001	VERIZON WIRELESS	508.90
11/13/2019	72029	5071	WE ENERGIES	980.70
Grand Totals:				173,359.24

Summary by General Ledger Account Number

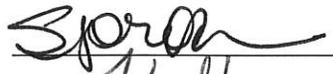
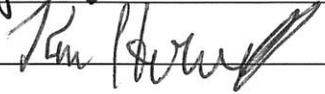
GL Account	Debit	Credit	Proof
11-00-00-16320	125,658.30	.00	125,658.30
11-00-00-21100	10.00	152,229.77-	152,219.77-
11-00-00-44200	1,554.50	.00	1,554.50
11-12-00-52210	.13	.00	.13
11-15-10-54500	167.88	.00	167.88
11-16-10-52210	.63	.00	.63
11-16-10-52220	6,655.18	.00	6,655.18
11-16-10-52240	47.69	.00	47.69
11-21-00-52210	67.69	.00	67.69
11-21-00-52220	34.84	.00	34.84
11-22-00-52210	518.61	.00	518.61
11-22-00-52220	2,108.27	.00	2,108.27
11-22-00-52240	204.42	.00	204.42
11-22-00-52410	52.72	.00	52.72
11-22-00-53400	330.84	.00	330.84

GL Account	Debit	Credit	Proof
11-22-00-53500	50.78	10.00-	40.78
11-22-00-53990	41.93	.00	41.93
11-24-00-53100	719.02	.00	719.02
11-29-00-52220	91.52	.00	91.52
11-32-10-52210	7.13	.00	7.13
11-32-10-52220	941.97	.00	941.97
11-32-10-52240	127.24	.00	127.24
11-32-13-48510	110.00	.00	110.00
11-32-13-54100	50.37	.00	50.37
11-34-10-52220	416.36	.00	416.36
11-34-10-52230	8,995.45	.00	8,995.45
11-51-10-52220	1,419.42	.00	1,419.42
11-51-10-52240	210.39	.00	210.39
11-52-00-48500	166.85	.00	166.85
11-52-00-52220	638.94	.00	638.94
11-52-00-59220	238.50	.00	238.50
11-52-01-52220	592.96	.00	592.96
11-52-01-52240	9.24	.00	9.24
40-00-00-21100	.00	6,056.91-	6,056.91-
40-52-10-53990	21.10	.00	21.10
40-54-10-52220	413.67	.00	413.67
40-55-30-52220	5,622.14	.00	5,622.14
42-00-00-21100	.00	358.28-	358.28-
42-34-50-53320	358.28	.00	358.28
47-00-00-21100	.00	6,202.16-	6,202.16-
47-00-00-57210	2,666.00	.00	2,666.00
47-00-00-57212	2,666.00	.00	2,666.00
47-70-00-57155	870.16	.00	870.16
48-00-00-21100	.00	181.36-	181.36-
48-00-00-52210	1.11	.00	1.11
48-00-00-52220	92.53	.00	92.53
48-00-00-52240	37.72	.00	37.72
48-00-00-53990	50.00	.00	50.00
61-00-00-21100	.00	4.56-	4.56-
61-00-00-53110	4.56	.00	4.56
62-00-00-21100	.00	15.80-	15.80-
62-00-00-92100	15.80	.00	15.80
99-00-00-21100	.94	8,321.34-	8,320.40-
99-00-00-52110	484.09	.00	484.09
99-00-00-52210	3.32	.00	3.32
99-00-00-52220	1,054.59	.00	1,054.59
99-00-00-53120	6.20	.00	6.20
99-00-00-53320	154.28	.00	154.28
99-00-00-53600	898.25	.00	898.25
99-00-00-54100	2,929.65	.00	2,929.65
99-00-00-54110	1,947.79	.00	1,947.79
99-00-00-54140	200.21	.00	200.21
99-00-00-54150	260.04	.94-	259.10
99-00-00-54155	68.70	.00	68.70
99-00-00-55100	71.60	.00	71.60
99-00-00-55120	242.62	.00	242.62

GL Account	Debit	Credit	Proof
Grand Totals:	173,381.12	173,381.12-	.00

Dated: _____

Mayor: _____

City Council: _____
_____ 
_____ 
_____ 

City Recorder: _____

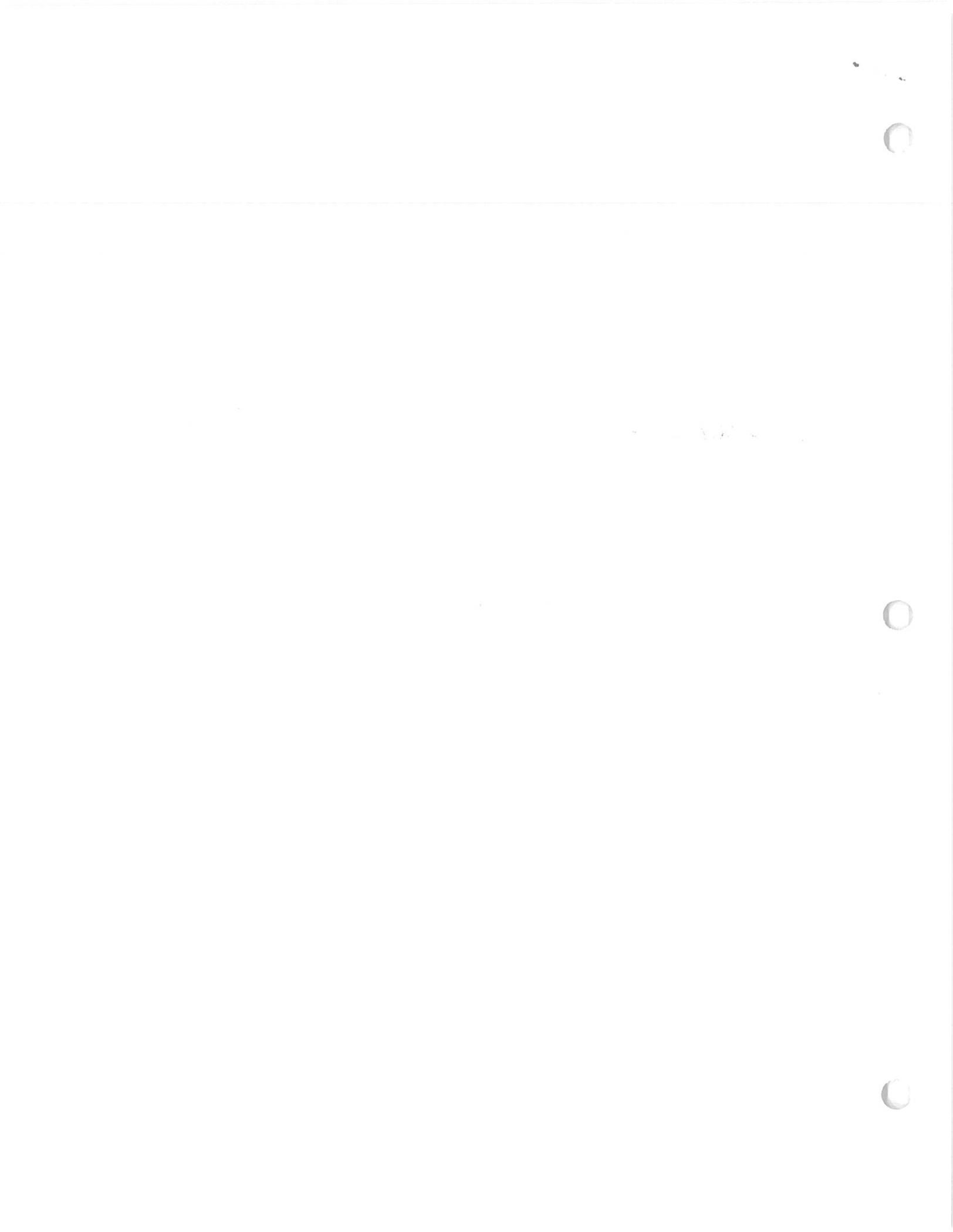
Report Criteria:

Report type: Summary

[Report].Check Issue Date = 11/05/2019,11/06/2019,11/13/2019

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"



Detail Board Report

ort Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Only unpaid invoices included.
 Invoice.Batch = "191118","191119"
 Invoice.Detail.GL account (2 Characters) = {<->} "61"
 Invoice.Detail.GL account (2 Characters) = {<->} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
A+ GRAPHICS & PRINTING				
25964	11/12/2019	TALES OF LAKE GENEVA FLYE	11-70-00-57200 HISTORIC PRESERVATION	190.00
Total A+ GRAPHICS & PRINTING:				190.00
ADVANCE AUTO PARTS				
719393015173	10/28/2019	MIRROR,BRACKET-1 TON TRK	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	25.98
Total ADVANCE AUTO PARTS:				25.98
ADVANCED DISPOSAL SERVICES				
A40000010767	10/31/2019	LANDFILL USE-BULK	11-36-00-52960 SOLID WASTE-STREET DEPT	285.02
Total ADVANCED DISPOSAL SERVICES:				285.02
ARROW PEST CONTROL INC				
79689	10/30/2019	PEST CONTROL-OCT	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	55.00
Total ARROW PEST CONTROL INC:				55.00
ASPHALT CONTRACTORS INC				
82069	10/29/2019	STORM REPAIR-JOSHUA/ANDR	43-32-10-17010 2018/2019 STREET IMP PROGRAM	2,074.00
Total ASPHALT CONTRACTORS INC:				2,074.00
AURORA HEALTH CARE				
49914	11/03/2019	BLOOD TESTS/VACCINES	11-32-10-52050 DRUG AND MEDICAL TESTING	177.00
Total AURORA HEALTH CARE:				177.00
BADGER STATE INDUSTRIES				
306-180756	10/31/2019	PAPER TOWELS,TRASH LINER	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	160.22
306-180756	10/31/2019	TOILET PAPER	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	29.91
Total BADGER STATE INDUSTRIES:				190.13
BATZNER PEST CONTROL				
2781087	10/29/2019	PEST CONTROL-OCT	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	119.00
Total BATZNER PEST CONTROL:				119.00
BREEZY HILL NURSERY				
I-230209	10/31/2019	POND MAINT-OCT	42-34-50-52200 PARKING LOT PLANTING/MAINT	216.00
Total BREEZY HILL NURSERY:				216.00
JMPER TO BUMPER AUTO PARTS				
662-417225	10/31/2019	FUEL FILTER-TRK #15	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	38.81
662-417472	11/05/2019	EXHAUST CLAMP-TRK #22	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	19.80

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total BUMPER TO BUMPER AUTO PARTS:				58.61
CENTURY FENCE				
194756501	10/29/2019	GUARD RAIL REPAIR-SLSD/N K	11-32-10-53700 ROAD MAINTENANCE SUPPLIES	3,040.00
Total CENTURY FENCE:				3,040.00
CULLIGAN OF BURLINGTON				
235051	10/22/2019	SOLAR SALT	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	58.20
Total CULLIGAN OF BURLINGTON:				58.20
DATA EQUIPMENT SERVICES				
1328	11/13/2019	MODEM SVC-NOV	42-34-50-52210 TELEPHONE EXPENSE	990.00
1328	11/13/2019	MODEM SVC-NOV	40-54-10-53400 LUKE OPERATING AND CC EXP	45.00
Total DATA EQUIPMENT SERVICES:				1,035.00
DUNN LUMBER				
775436	10/30/2019	SIDE BOARDS-TRK #133	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	49.99
775439	10/30/2019	SIDE BOARD PAINT-TRK #133	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	20.79
775868	11/05/2019	BATTERIES	11-52-01-53400 VETS PARK OPERATING SUPPLIES	5.79
775952	11/05/2019	FURNACE REPAIR PARTS	48-00-00-53500 CEM BLDG MAINT SUPPLIES	31.98
775960	11/05/2019	SPRAYER CONNECTOR	11-32-12-52500 SNOW & ICE CONTROL-REPAIRS	3.29
3035	11/06/2019	PAINT-PARKS	11-52-00-53520 GROUNDS MAINT SUPPLIES	6.89
Total DUNN LUMBER:				118.73
EDWARD JONES				
PERP CARE D	11/08/2019	PERPETUAL CARE DEP 5/9-10/	49-00-00-24200 DUE TO INVESTMENT ACCT	8,375.00
Total EDWARD JONES:				8,375.00
ELKHORN CHEMICAL CO INC				
615711	10/23/2019	TOILET PAPER	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	61.62
Total ELKHORN CHEMICAL CO INC:				61.62
ELKHORN NAPA AUTO PARTS				
174556	10/23/2019	EXHAUST ELBOW,MUFFLER-#4	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	74.48
176321	11/07/2019	BATTERY-TRK #50	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	103.95
176321	11/07/2019	BATTERY-TRK #32	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	121.21
Total ELKHORN NAPA AUTO PARTS:				299.64
FORD OF LAKE GENEVA				
70365	10/29/2019	OIL CHANGE-PARKING TRK	42-34-50-53510 VEHICLE/EQUIPMENT MAINT	30.95
Total FORD OF LAKE GENEVA:				30.95
GENEVA LAKE ENVIRONMENTAL AGCY				
NOV 2019	11/01/2019	NOVEMBER PAYMENT	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	5,000.00
Total GENEVA LAKE ENVIRONMENTAL AGCY:				5,000.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GENEVA ONLINE INC				
1089615	11/01/2019	EMAIL SVC-NOV	11-12-00-52210 MUNICIPAL CT TELEPHONE	2.00
Total GENEVA ONLINE INC:				2.00
GIRAFFE ELECTRIC II INC				
S2126	10/21/2019	SIGNAL REPAIRS-HWY 50/4 TR	11-10-00-52450 EXPENSES SUBJECT TO INS CLAIM	360.00
Total GIRAFFE ELECTRIC II INC:				360.00
HE STARK AGENCY INC				
6089PARK-10/	10/31/2019	COLLECTION FEES-OCT	42-34-50-52160 LUKE CC AND COLLECTION FEES	305.25
Total HE STARK AGENCY INC:				305.25
HOTSY CLEANING SYSTEMS INC				
129671-IN	10/18/2019	PRESSURE WASHER REPAIR	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	312.13
Total HOTSY CLEANING SYSTEMS INC:				312.13
ITU ABSORB TECH INC				
7332656	10/04/2019	MATS,MOPS,FRAGRANCE	40-55-10-53600 UPPER RIVIERA MAINTENANCE	92.81
7350478	11/01/2019	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	101.17
Total ITU ABSORB TECH INC:				193.98
JERRY WILLKOMM INC				
268228	10/24/2019	1142.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	2,762.50
269381	10/31/2019	541.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	1,335.73
Total JERRY WILLKOMM INC:				4,098.23
JOHNS DISPOSAL SERVICE INC				
358523	10/31/2019	ADD'L BULK PICKUP/BILLED TH	11-32-10-53990 ST DEPT MISCELLANEOUS EXP	170.00
359402	11/05/2019	NOV SVC	11-36-00-52940 SOLID WASTE-RESIDENTIAL	28,978.10
359402	11/05/2019	NOV SVC	11-36-00-52970 SOLID WASTE-RECYCLING	13,128.20
Total JOHNS DISPOSAL SERVICE INC:				42,276.30
JUREWICZ, JUDY				
5260	10/28/2019	TIRES-LAWN MOWER	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	117.90
Total JUREWICZ, JUDY:				117.90
KAPUR & ASSOCIATES INC				
99915	10/08/2019	2019 PAVING PROGRAM	43-32-10-17010 2018/2019 STREET IMP PROGRAM	7,599.00
99929	10/08/2019	2020 CIP PLANNING	11-30-00-52160 CITY ENGINEERING FEES	3,036.50
Total KAPUR & ASSOCIATES INC:				10,635.50
LAKE GENEVA CONVENTION				
4TH QTR 2019	11/01/2019	4TH QTR 2019 PAYMENT	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	25,000.00
Total LAKE GENEVA CONVENTION:				25,000.00
LAKE GENEVA UTILITY				
105 CAPPELL	10/22/2019	105 CAPPELLA WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
105 CAPPELL	10/22/2019	105 CAPPELLA WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
201 CAPPELL	10/22/2019	201 CAPPELLA WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
201 CAPPELL	10/22/2019	201 CAPPELLA WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				7,110.00
LANGE ENTERPRISES INC				
70707	10/17/2019	CREDIT-DAMAGED SIGN	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	10.00-
70780	10/23/2019	"GATE" SIGNS (6)	11-32-13-53440 BRUSH PICKUP EXPENSES	237.90
70780	10/23/2019	BIKE ROUTE SIGNS (7)	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	191.52
Total LANGE ENTERPRISES INC:				419.42
LASER ELECTRIC SUPPLY				
1473240-00	10/25/2019	BALLASTS,BULBS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	138.52
Total LASER ELECTRIC SUPPLY:				138.52
MARED MECHANICAL				
115581	10/24/2019	BOILER REPAIR	11-16-10-52400 CITY HALL BUILDING REPAIRS	661.00
115582	10/24/2019	FURNACE REPAIR	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	1,615.00
Total MARED MECHANICAL:				2,276.00
MCMAHAN, REBECCA				
REFD 10/4/19	10/11/2019	MCMAHAN-SEC DEP 10/4/19	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 10/4/19	10/11/2019	MCMAHAN-SEC GRD,SETUP-10	40-55-10-46740 UPPER RIVIERA REVENUE	331.25-
Total MCMAHAN, REBECCA:				668.75
MIDSTATE EQUIPMENT				
V16431	11/04/2019	SKID STEER LENS	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	16.20
Total MIDSTATE EQUIPMENT:				16.20
MILLER, GENEVIEVE				
OVRPMT #CN	10/29/2019	OVRPMT #CN80GHS2BR	11-12-00-45100 COURT PENALTIES & FINES	6.30
Total MILLER, GENEVIEVE:				6.30
MKCELLULAR INC				
MKCLGIN1377	10/23/2019	CELL PHONE CORD	11-24-00-52620 TELEPHONE EXPENSE	19.99
Total MKCELLULAR INC:				19.99
MONDRANICKAS, MELINDA				
REFD 10/19/19	11/12/2019	MONDRANICKAS-SEC DEP 10/1	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 10/19/19	11/12/2019	MONDRANICKAS-SEC GRD,SE	40-55-10-46740 UPPER RIVIERA REVENUE	295.00-
Total MONDRANICKAS, MELINDA:				705.00
MUNICIPAL SERVICES LLC				
201992	10/04/2019	OCT SVCS	11-24-00-52190 CONTRACT BUILDING INSPECTOR	99.75
Total MUNICIPAL SERVICES LLC:				99.75

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
NIEMIEC, LIZ				
REFD 10/18/19	11/12/2019	NIEMIEC-SEC DEP 10/18/19	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 10/18/19	11/12/2019	NIEMIEC-SEC GRD,SETUP-10/1	40-55-10-46740 UPPER RIVIERA REVENUE	374.00-
REFD 10/18/19	11/12/2019	NIEMIEC-BREACH OF CONTRA	40-55-10-46740 UPPER RIVIERA REVENUE	250.00-
Total NIEMIEC, LIZ:				376.00
OFFICE DEPOT				
393691272001	10/23/2019	3-HOLE PUNCH	11-14-20-53100 CITY ADMIN OFFICE SUPPLIES	12.59
393691272001	10/23/2019	POLY ENVELOPES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	7.99
393691272001	10/23/2019	TONER	42-34-50-53100 OFFICE SUPPLIES	179.28
396207573001	10/30/2019	DRY ERASE MARKERS,CALEN	42-34-50-53100 OFFICE SUPPLIES	58.05
396207573001	10/30/2019	ADDING MACHINE PAPER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	5.80
Total OFFICE DEPOT:				263.71
PATS SERVICES INC				
A-187632	10/24/2019	PORT A POTTY SVC-OCT	48-00-00-52260 CEM WATER/SEWER EXP	220.00
Total PATS SERVICES INC:				220.00
PLANTAG, INC				
42632	11/12/2019	BLUE PRINT ID TAGS	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	75.90
Total PLANTAG, INC:				75.90
QUAERNA, BERGEN				
REFD 10/12/19	11/12/2019	QUAERNA-SEC DEP 10/12/19	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 10/12/19	11/12/2019	QUAERNA-SEC GRD,SETUP-10/	40-55-10-46740 UPPER RIVIERA REVENUE	311.25-
Total QUAERNA, BERGEN:				688.75
RHYME BUSINESS PRODUCTS				
25838422	11/01/2019	TASKALFA 3011I-OCT	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	156.19
AR341289	10/29/2019	M3550IDN-NOV	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	24.00
AR341290	10/29/2019	SHARP-OCT B&W	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	20.79
AR341290	10/29/2019	SHARP-OCT COLOR	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	194.91
AR341290	10/29/2019	TRICK OR TREAT POSTERS	11-22-00-53100 OFFICE SUPPLIES	58.08
Total RHYME BUSINESS PRODUCTS:				453.97
RNOW INC				
2019-56874	11/05/2019	VACUUM TUBES-LEAF MACHIN	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	1,490.00
Total RNOW INC:				1,490.00
ROTE OIL COMPANY				
1930300002	10/30/2019	175.3 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	439.84
1930300003	10/30/2019	119.8 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	263.44
1930900011	11/05/2019	242.3 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	532.81
1930900012	11/05/2019	494.3 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,240.20
Total ROTE OIL COMPANY:				2,476.29
FERRILL INC				
INV-492934	10/18/2019	HARNESS,SPLICE ROPES	11-32-13-54300 TREE & BRUSH OPERATING SUPPLY	717.92

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total SHERRILL INC:				717.92
STAR CRANE & HOIST SERVICE WISCONSIN				
1334-W	10/31/2019	OSHA INSP-CRANE	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	185.00
Total STAR CRANE & HOIST SERVICE WISCONSIN:				185.00
T2 SYSTEMS CANADA INC				
IRIS000006277	10/28/2019	IRIS FEES-NOV	42-34-50-54500 SUPPORT CONTRACTS	2,544.00
Total T2 SYSTEMS CANADA INC:				2,544.00
TAPCO				
1652792	10/23/2019	SIGNAL REPAIR-MAIN/EDWARD	11-10-00-52450 EXPENSES SUBJECT TO INS CLAIM	1,760.95
1652793	10/23/2019	SIGNAL REPAIR-WELLS/MAIN	11-10-00-52450 EXPENSES SUBJECT TO INS CLAIM	1,355.90
Total TAPCO:				3,116.85
TIME WARNER CABLE				
715868021108	11/08/2019	RIV WIRELESS-NOV	47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT	105.47
Total TIME WARNER CABLE:				105.47
TIM'S TAP LINE CLEANING INC				
182	10/31/2019	SANITIZE TAP LINE	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	30.00
Total TIM'S TAP LINE CLEANING INC:				30.00
TRANSCEDENT TECHNOLOGIES				
M3556	11/04/2019	TAX PROGRAM SUPPORT	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	681.00
Total TRANSCEDENT TECHNOLOGIES:				681.00
TRUGREEN PROCESSING CTR				
113325682	10/30/2019	FERTILIZER SVC-OCT	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	891.03
Total TRUGREEN PROCESSING CTR:				891.03
UNITED PUBLIC SAFETY INC				
OL0210919	11/01/2019	AUTO OWNER LOOKUPS-OCT	42-34-50-54500 SUPPORT CONTRACTS	245.00
Total UNITED PUBLIC SAFETY INC:				245.00
US LEGAL SUPPORT INC				
110321394	10/28/2019	DEPOSITION-EARLE	11-13-10-52140 OUTSIDE ATTORNEYS FEES	465.05
Total US LEGAL SUPPORT INC:				465.05
WALWORTH COUNTY SHERIFF				
OCT-2019	11/07/2019	PRISONER CONFINES-OCT	11-12-00-52900 CARE OF PRISONERS	15.00
Total WALWORTH COUNTY SHERIFF:				15.00
ELDERS SUPPLY CO				
10102043	10/23/2019	FORKLIFT GAS	11-32-10-53410 VEHICLE-FUEL & OIL	97.70

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total WELDERS SUPPLY CO:				97.70
WOLF CONSTRUCTION CO INC				
7853	10/24/2019	COLD PATCH-7.83 TONS	11-32-10-53700 ROAD MAINTENANCE SUPPLIES	907.89
Total WOLF CONSTRUCTION CO INC:				907.89
YMCA				
NOV/DEC PYM	11/01/2019	NOV/DEC PAYMENT	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	9,180.00
Total YMCA:				9,180.00
Grand Totals:				141,397.63

Dated: _____

Mayor: _____

City Council: _____

J. A. [Signature]
Spencer [Signature]
Ken [Signature]

City Recorder: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.
- Invoice.Batch = "191118","191119"
- Invoice Detail.GL account (2 Characters) = {<>} "61"
- Invoice Detail.GL account (2 Characters) = {<>} "62"

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: November 18, 2019

Agenda Item: 6

Applicant:

Bohdan & Patricia Kachur
968 S. Lake Shore Dr.
Lake Geneva

Request:

968 Lake Shore Dr.
Conditional Use Permit
SR-4 Setbacks in ER-1 Zoning District
Tax Key No. ZYUP00006A

Description:

The applicant is submitting a proposal for a Conditional Use Permit (CUP) for a remodel to the existing side footprint of the dwelling.

The roof height & design will not be altered.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Conditional Use Permit (CUP):

As part of the consideration of the requested CUP, the Plan Commission is required to:

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

Staff Review Comments:

The proposed conditional use includes modest increases in the setbacks provided on all four sides of the proposed home.

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

A proposed CUP must be reviewed by the standards, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
 - a. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance,

and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

- b. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 - f. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
- a. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

- d. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- e. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Conditional Use Permit:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above, noting that the proposal is a fully consistent with the setback requirements of the SR-4 zoning district, and results in compliance to the setbacks on all four sides of the building over the current home.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

968 S LAKE SHORE DR. LAKE GENEVA, WI 53147
(see attached legal description)

Name and Address of Current Owner:

Bohdan & Patricia Kachur, 968 S Lake Shore Dr.
Lake Geneva, WI 53147

Telephone No. with area code & Email of Current Owner: 262-729-4533

pat.kachur@sbcglobal.net

Name and Address of Applicant:

Bohdan & Patricia Kachur, 968 S Lake Shore Dr.
Lake Geneva, WI 53147

Telephone No. with area code & Email of Applicant: 262-729-4533

pat.kachur@sbcglobal.net

Proposed Conditional Use: Tear down of 3 season porch in

ER1, requesting SR-4 zoning to rebuild 4 season
room as allowed for SR-4 setback addtl 5 feet to be
added to current width

Zoning District in which land is located: ER-1

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

Architect Tom Stelling, 181 West Chestnut St.,
Burlington, WI 53105. Still waiting for bids from

Short statement describing activities to take place on site:

Tear down 3 season porch & joining original
1869 gate house to 2014 addition of master
bedroom & office and build a 4 season room
with an additional 5 feet in width

Conditional Use Fee payable upon filing application: \$400.00-[\$100.00 for Application Under Sec. 98-407(3)]

10/10/19
Date

Patricia Kachur
Signature of Applicant

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Application form filed with Zoning Administrator: Date: _____ by: _____

___ Application fee of \$ ___ received by Zoning Administrator: Date: _____ by: _____

___ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

⇓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ by: _____

⇓

___ (a) A map of the proposed conditional use:

- ___ Showing all lands for which the conditional use is proposed;
- ___ Showing all other lands within 300 feet of the boundaries of the subject property;
- ___ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);
- ___ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
- ___ Map and all its parts are clearly reproducible with a photocopier;
- ___ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
- ___ All lot dimensions of the subject property provided;
- ___ Graphic scale and north arrow provided.

___ (b) A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:

- _____ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;
- _____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.
- _____ (e) Written justification for the proposed conditional use:
 - _____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (See below)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The tear down of the 3 season porch and rebuild of a 4 season deck will provide access to the 2014 addition in the winter porch is unheatable in winter
2. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The tear down of the 3 season porch & rebuild will provide year round access to the 2014 addition and will model the design of the 1869 gate house.
3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

There is no conflict with neighborhood homes and the rebuild setback is more than the 2014 addition. It will allow comfortable access to the previous addition all winter.
4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The tear down & rebuild has no conflict with the neighborhood and will provide year round access to our primary year round home

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

There is police and fire protection also garbage pick up. There would be no conflict due to the construction to the rear of the home

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

The new rebuild will better resemble the original structure and will improve the look to neighbors on Pine tree lane

IV. FINAL APPLICATION PACKET INFORMATION

____ Receipt of 5 full scale copies in blue/line or black/line of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ A digital copy of Final Application Packet shall be emailed to the Building and Zoning Department upon submittal deadline. Date: _____ by: _____

____ Certification of complete Final Application Packet and required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice published on _____ and _____ by: _____

____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY

SCHEDULE A

File No.: 918070525

Policy No.: OX-12445882

Date of Policy: October 30, 2018 at 01:55 PM

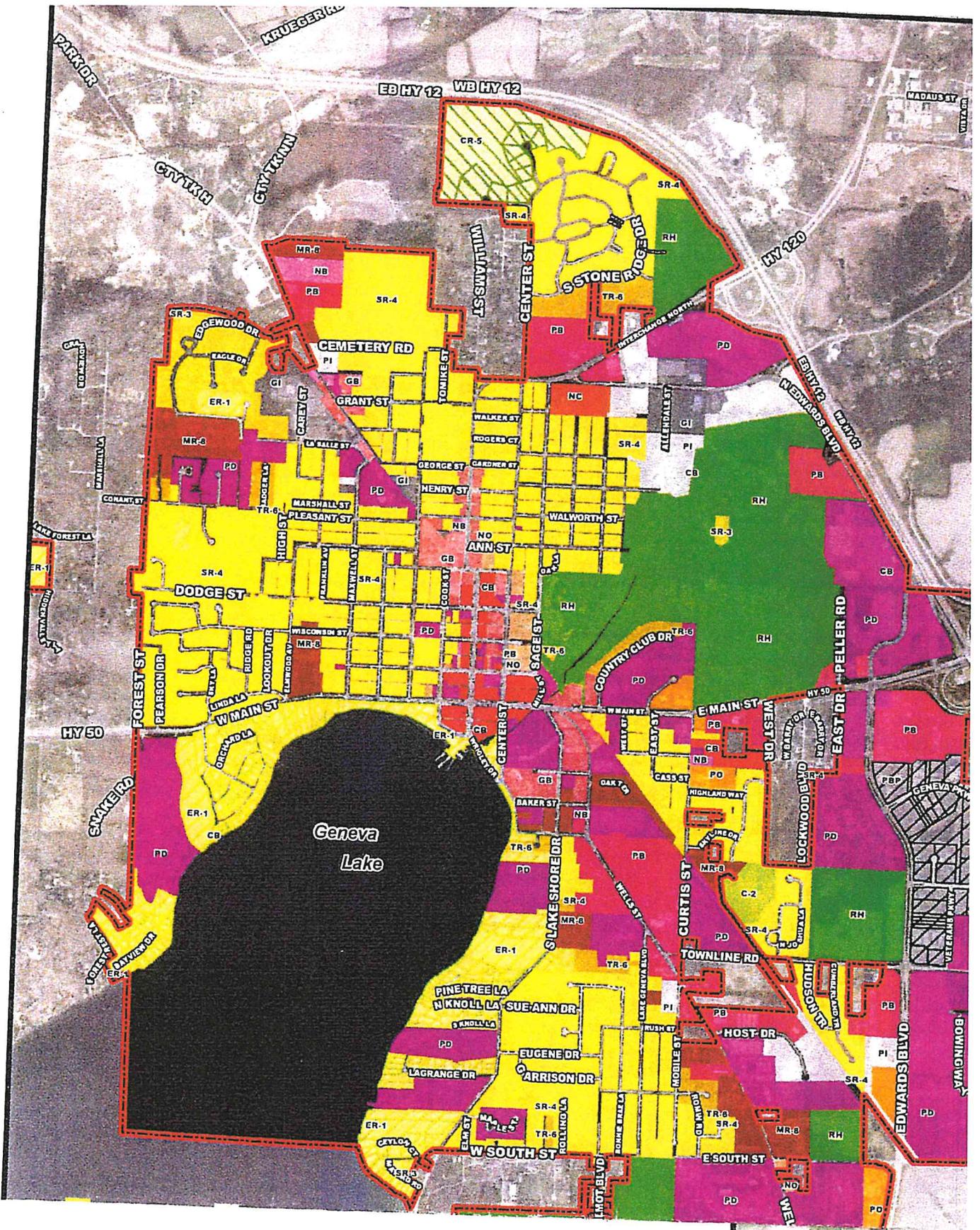
Amount of Insurance: \$705,000.00

1. Name of Insured:
Bohdan Kachur and Patricia Kachur, as husband and wife
2. The estate or interest in the land, which is covered by this Policy is:
fee simple
3. Title to the estate or interest in the land is vested in:
Bohdan Kachur and Patricia Kachur, as husband and wife
4. The land referred to in this Policy is described as follows:

Part of the Northwest 1/4 and the Northeast 1/4 of Section 1, Town 1 North, Range 17 East, described as follows: Commencing at the North 1/4 corner of Section 1; run thence South on the North and South 1/4 Section line, 1192.62 feet to a concrete monument; thence North 89 degrees 48' 27" East 42.40 feet to a point; thence North 0 degrees 03' 47" West, 439.25 feet to a stone monument, said stone monument marks the place of beginning of parcel of land hereinafter described; run thence South 89 degrees 45' 25" West, 200.00 feet to a point; thence South 0 degrees 14' 35" East, 70.00 feet to a point; thence North 89 degrees 45' 25" East, 199.78 feet to a point; thence North 0 degrees 03' 47" West, 70.00 feet to a stone monument and the place of beginning. Said land being in the City of Lake Geneva, County of Walworth, State of Wisconsin.

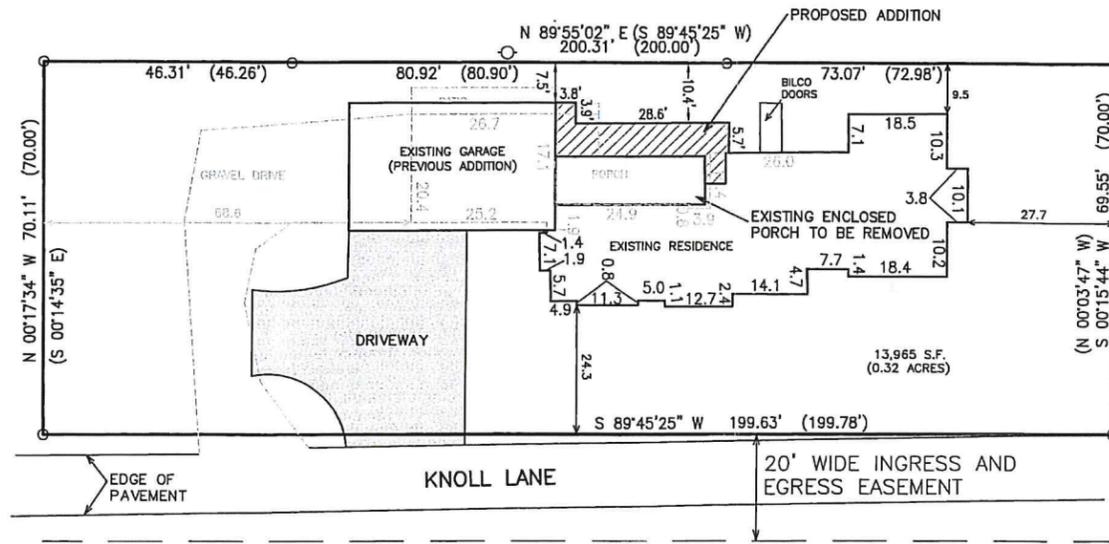
TOGETHER with an easement in common with other users for ingress and egress described as follows: Begin at the North 1/4 corner of Section 1, Town 1 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin. Run thence South on the North and South 1/4 Section 1196.62 feet to a concrete monument; thence North 89° 48' 27" East 42.40 feet to a point; thence North 0° 03' 47" West 349.25 feet to a point, said point marks the place of beginning of easement hereinafter described, run thence North 0° 03' 47" West 20.00 feet to a point; thence South 89° 45' 25" West 531.68 feet to an iron stake; thence South 88° 45' 25" West 138.80 feet to a point; thence on an arc the chord of which is North 45° 37' 18" West 29.81 feet (radius 20.85 feet) to a point; thence South 69° 20' 43" West 64.11 feet to a stone monument; thence South 89° 11' 12" West 100.60 feet to a stone monument; thence North 66° 25' 18" West 235.25 feet to the shore line of Geneva Lake; thence South 31° 46' West 8.24 feet to a point; thence South 66° 25' 18" East 233.90 feet to a point; thence South 0° 49' East 15.37 feet to a point; thence North 89° 11' 12" East 100.90 feet to a point; thence North 88° 45' 25" East 222.28 feet to a point; thence North 89° 45' 25" East to the place of beginning. Said easement is located in the Northwest 1/4 and the Northeast 1/4 of Section 1, Town 1 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin.

This policy is invalid unless the insuring provisions and Schedules A and B are attached.



PLAT OF SURVEY - PERMIT

LOCATED IN PART OF THE NE 1/4 OF THE NW 1/4 &
 IN PART OF THE NW 1/4 OF THE NE 1/4
 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST,
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



WILLOW STREET
 66' WIDE ROW

LEGEND

- = FOUND IRON PIPE STAKE
- = FOUND STONE MONUMENT
- (xxx) = RECORDED AS
- = POWER POLE

CURRENT IMPERVIOUS SURFACE 4,043 sq.ft. - 29%
 PROPOSED IMPERVIOUS SURFACE 4,404 sq.ft. - 31.5%



X:\PROJECTS\5136\5136_19\CAD\5136-19.DWG

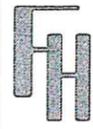


NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK PRODUCT.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND ITS EXTERIOR BOUNDARIES. THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED: 08/13/2019

B.M. Carlson
 BRIAN M. CARLSON P.L.S. 2039



PERMIT PLAT
 968 S. LAKE SHORE DRIVE
 LAKE GENEVA, WI 53147

WORK ORDERED BY -
 PAT KACHUR
 968 S. LAKE SHORE DRIVE
 LAKE GENEVA, WI 53147

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 OFFICE: (262) 723-2088 FAX: (262) 723-5886

REVISIONS
 08/13/2019 - LB
 PERMIT

10/10/19 B.M.C.
 ADD DIM. AND
 IMPERVIOUS

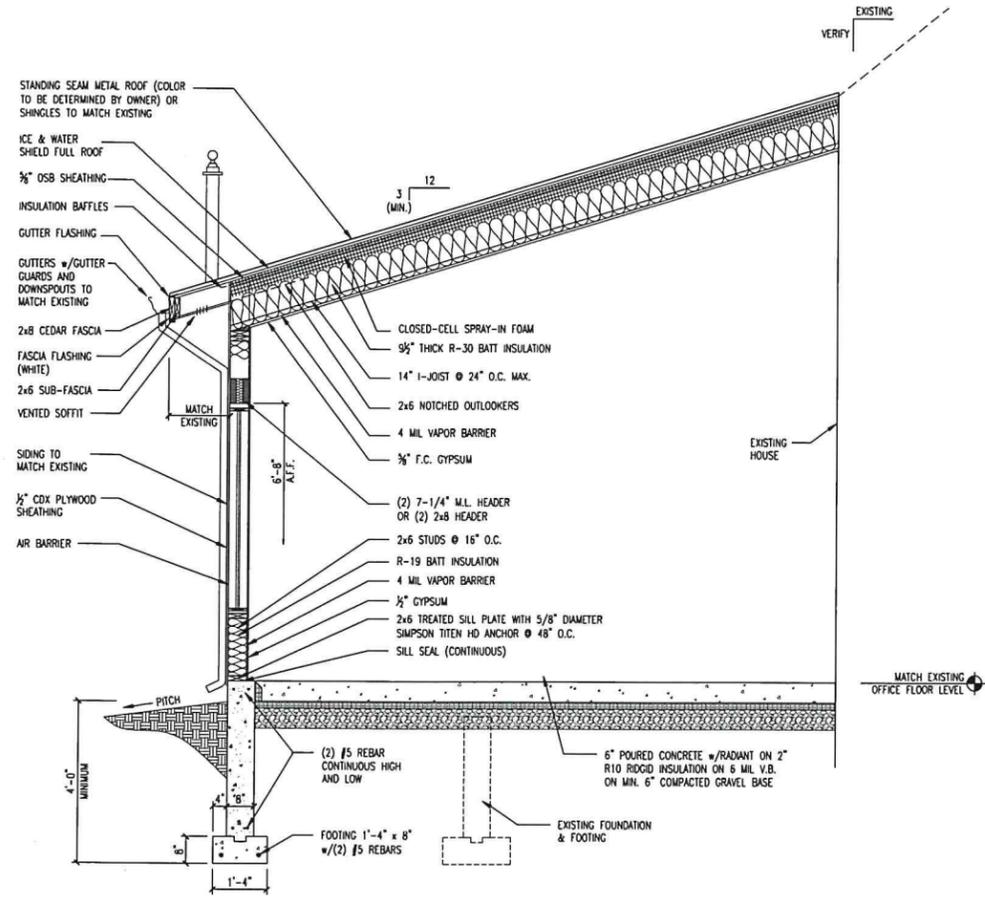
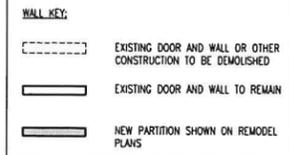
PROJECT NO.
 5136.19

DATE:
 10/20/1998

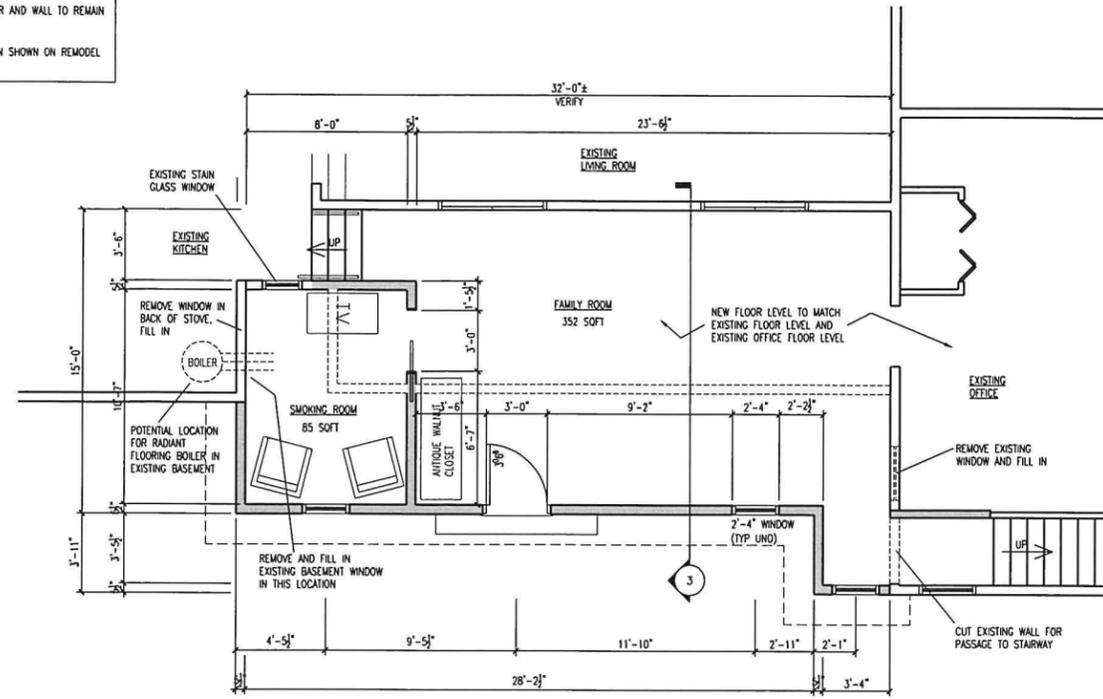
SHEET NO.
 1 OF 1

NOTE
GENERAL CONTRACTOR TO CONFIRM ALL EXISTING CONDITIONS AND REVIEW RESIDENCE. IF QUESTIONS ARISE, CONTACT ARCHITECT/OWNER PRIOR TO CONSTRUCTION

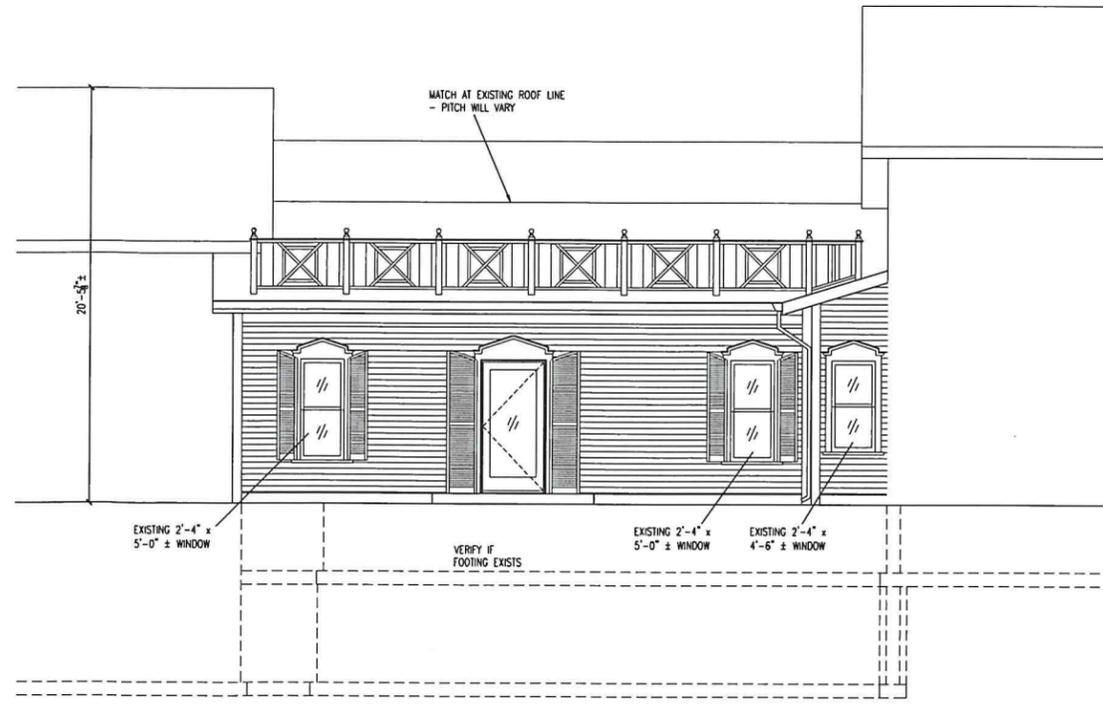
NOTE
CONTRACTOR TO VERIFY WINDOW SIZES WITH OWNER AND UDC EGRESS AND LIGHT REQUIREMENTS



3 SECTION
1/2" = 1'-0"

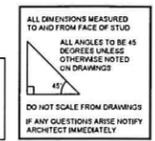


1 FIRST FLOOR PLAN
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

NOTE
GENERAL CONTRACTOR TO DISTRIBUTE ALL SHEETS IN SET TO SUBCONTRACTORS! DO NOT DISTRIBUTE PARTIAL SETS



STELLING & ASSOCIATES ARCHITECTS, LTD.
181 W. CHESTNUT STREET P.O. BOX 506
BURLINGTON, WI 53105
TELEPHONE: (262) 763-8725 FAX: (262) 763-1971

BOHDAN & PAT KACHUR
988 SOUTH LAKE SHORE DRIVE
LAKE GENEVA, WI 53147

FIRST FLOOR PLAN, NORTH ELEVATION AND SECTION

OWNERSHIP OF DOCUMENTS:
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE SOLE PROPERTY OF STELLING & ASSOCIATES ARCHITECTS, LTD. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION OF STELLING & ASSOCIATES ARCHITECTS, LTD.

REVISIONS	
APPROVED	
DRAWN BY:	JB
DATE:	10-7-19
ARCHITECTS PROJECT NUMBER:	19015
SHEET NUMBER:	A100

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: November 18, 2019

Agenda Item: 7

Applicant:
Patrick & Rachel Lynch
30715 Cedar Dr.
Burlington, WI 53105

Request:
Amend - Precise Implementation Plan (PIP)
Home closer than previously approved to the
lakeshore at 940 Maytag Rd.
Tax Key No. ZCE00005

Description:

The applicant is submitting a request to amend Precise Implementation Plan (PIP) that would allow for the candidate to rebuild the home closer to the lake.

The original dwelling location was to be in-line with the neighboring properties, however the current foundation location exceeds the May 27, 2019 approval.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Precise Implementation Plan (PIP):

As part of the consideration of the requested PIP, the Plan Commission is required to:

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

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

A proposed PIP must be reviewed by the standards, below:

A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:

1. In general, the proposed Precise Implementation Plan (PIP) is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed Precise Implementation Plan (PIP) is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed Precise Implementation Plan (PIP) in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed Precise Implementation Plan (PIP) maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed Precise Implementation Plan (PIP) is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Precise Implementation Plan (PIP) outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
1. In general, the proposed Precise Implementation Plan (PIP) is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. Specific to this site, the proposed Precise Implementation Plan (PIP) is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 3. The proposed Precise Implementation Plan (PIP) in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 4. The proposed Precise Implementation Plan (PIP) does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 5. The proposed Precise Implementation Plan (PIP) is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
 6. The potential public benefits of the proposed Precise Implementation Plan (PIP) do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the

Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the Proposed Precise Implementation Plan (PIP):

If the Plan Commission members feel the submittal is acceptable -

1. Staff recommends that the Plan Commission recommend *approval* of the proposed Precise Implementation Plan (PIP) as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

AMENDMENT

ZCE00005

9

APPLICATION FOR GENERAL DEVELOPMENT PLAN OR AMENDMENT

City of Lake Geneva

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

940 Maytag Rd.
(see attached survey for full legal description.)

Name and Address of Current Owner:

Patrick and Rachel Lynch
30715 cedar drive. Burlington, WI. 53105

Telephone No. with area code & Email of Current Owner: _____

Name and Address of Applicant:

Jason R. Bernard. Lake Geneva Architects.
201 Broad St. Lake Geneva, WI. 53147

Telephone No. with area code & Email of Applicant: Jason@lakegenevaarchitects.com

262. 248. 1400 x11

Proposed Use: Single family residence.

Zoning District in which land is located: ER1

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

Lake Geneva Architects.

Short statement describing activities to take place on site:

Raze existing house. construct new house using SR4
sideyard setbacks and averaging lake shore setback.

GDP fee \$400.00, payable upon filing application

3/8/19
Date

Jason R. Bernard
Signature of Applicant



Date: October 24, 2019
To: City of Lake Geneva -Building and Community Development
From: Timothy C. Lynch, P.E.
Copy: Jason Bernard, Frank Guido, Patrick & Rachel Lynch
Subject: 940 Maytag Road
Precise Implementation Plan (PIP) Amendment

Dear City Plan Commission Members:

Lynch & Associates is working with Patrick and Rachel Lynch on their new primary residence at 940 Maytag Road and a question from staff regarding the location of a building setback line has arisen. As you may be aware, this project has been before the plan commission previously for a General Development Plan (GPD) on April 15, 2019 and for a Precise Implementation Plan (PIP) on May 20, 2019. Both of these items were approved and construction has commenced.

The PIP request dated April 1st, 2019 requested to use the shore-yard averaging, and more specifically “to use SR-4 side-yard setbacks, average adjacent residence shore-yard setbacks...” When Lake Geneva Architects submitted the request, they included a General Development plan and some hand sketches. The setback line on the General Development plan was drawn to the near corner of the neighboring residence to the southeast. When the property was surveyed, the document showed that the southwest corner of the foundation of the southeast residence was not the closest to the shoreline. The closest corner of this house was used to determine the setback line, which is consistent with the approved “average residence shore-yard setbacks” and established in current zoning practices.

The request is consistent with our meeting with City staff, where we discussed the location of the newly built Patrick and Rachel Lynch foundation in proximity to the setback line. Staff requested that we draw the setback line from the near foundation corners of the adjacent residences, which results in the foundation of the Lynch residence being beyond the setback line by 1.04 feet. Given the inconsistencies of the PIP text and exhibit, the City of Lake Geneva staff has suggested two possible remedies:

1. Remove the foundation from the line extending from the outside corners of the adjacent residences.
2. Request approval from Plan Commission for an amendment of the PIP to meet the definition of shore-yard averaging.

We are requesting that you review the matter and confirm that the use of the average shore-yard setbacks as written and as shown on the attached exhibit.

Additionally, the second story of the residence southeast of the subject property has a 2' cantilevered upper story that encroaches further towards the lake than the foundation. The use of the cantilevered corner would be consistent with the average the average adjacent shore-yard setback methods. The exhibit includes both the first floor and second floor locations of the house southeast of the subject property. The foundation is within the front yard setback in both of these scenarios. The more conservative line (further from the lake) was utilized. The neighboring house is shown below for reference:



For Reference from the approved PIP:

1. Section 98-404 Yard Setback Adjustments: (1) b Averaging of the front yard setbacks is allowed if greater than 50% of the adjacent principal structures on the same block or street face do not follow the required front setback. In a similar spirit to this rule, as the existing neighboring properties do not meet the 100 foot setback allowing setback averaging between the adjacent properties would allow a larger front setback and would help unify the appearance of the buildings along the lake at this area. included in the next submittal.

Request:

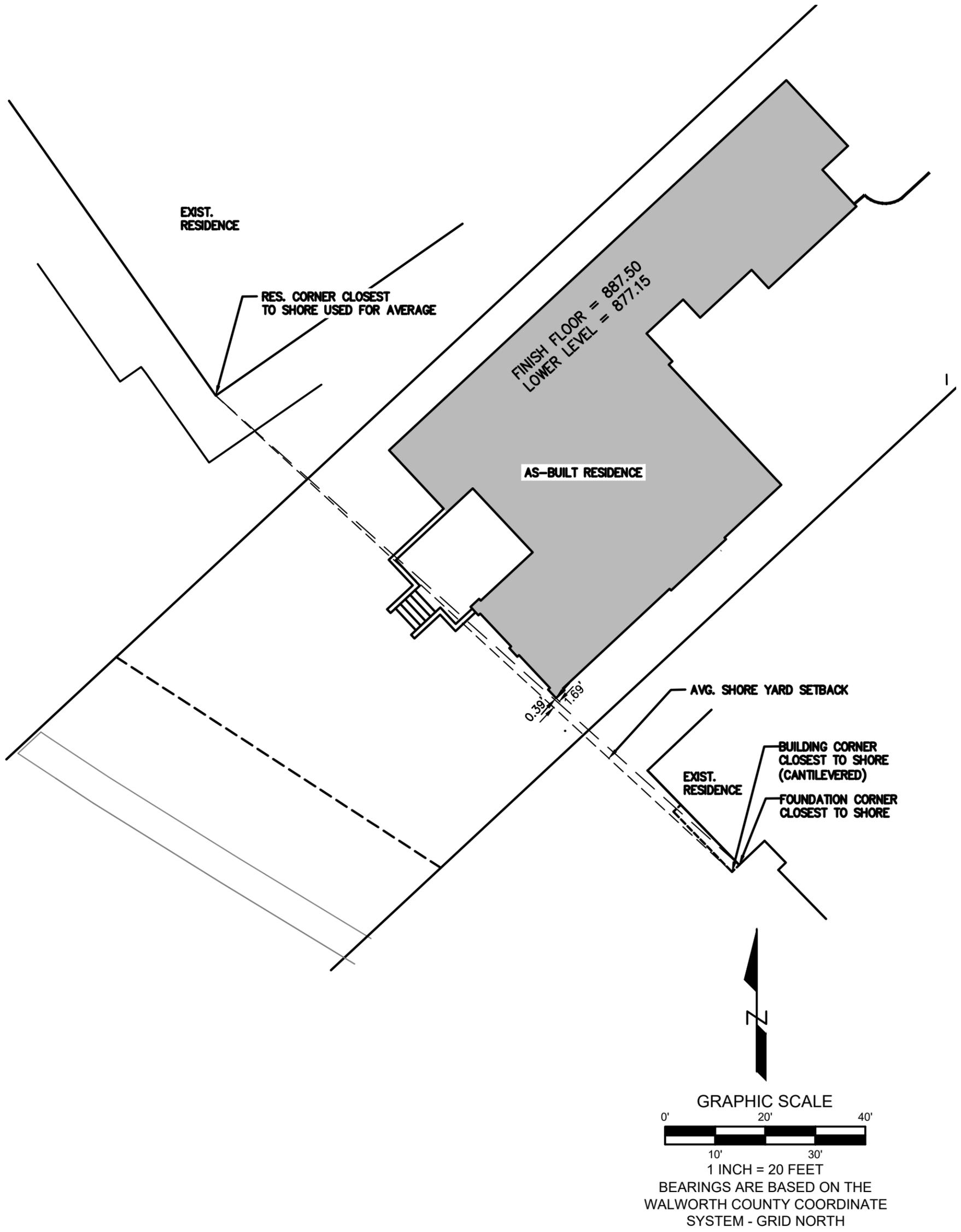
In our professional opinion the location of the foundation meets shore-yard average setback and the intent of the PIP. We are requesting approval of the PIP amendment at staff direction in order to continue construction of the residence in the current location.

AVERAGE SHORE YARD SETBACK EXHIBIT

Survey No. 18.5057

October 25, 2019

LOCATION: 940 Maytag Road, Lake Geneva, Wisconsin
PREPARED FOR: Patrick & Rachel Lynch



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5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

440 MILWAUKEE AVENUE
BURLINGTON, WI 53185
(262) 248-3697

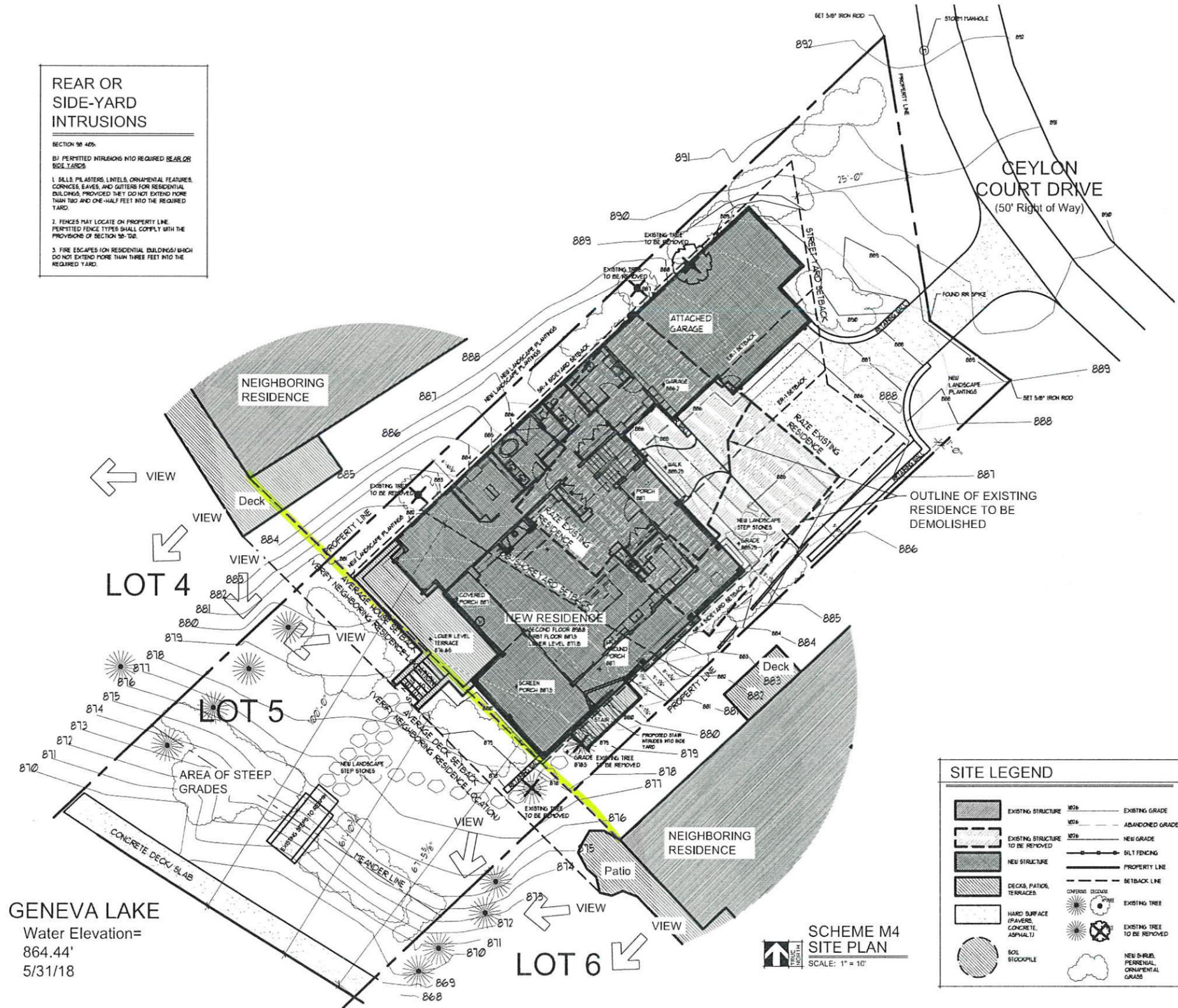
GENERAL DEVELOPMENT PLAN

REAR OR SIDE-YARD INTRUSIONS

SECTION 58.405.

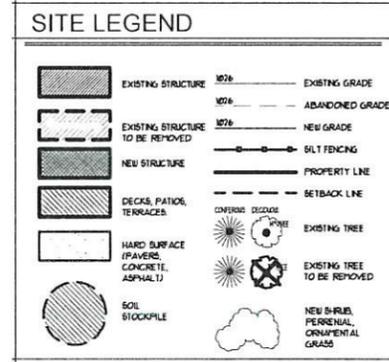
B) PERMITTED INTRUSIONS INTO REQUIRED REAR OR SIDE YARDS:

1. SILLS, PLASTERS, LINTELS, ORNAMENTAL FEATURES, CORNICES, EAVES, AND GUTTERS FOR RESIDENTIAL BUILDINGS, PROVIDED THEY DO NOT EXTEND MORE THAN TWO AND ONE-HALF FEET INTO THE REQUIRED YARD.
2. FENCES MAY LOCATE ON PROPERTY LINE. PERMITTED FENCE TYPES SHALL COMPLY WITH THE PROVISIONS OF SECTION 58.50.
3. FIRE ESCAPES (ON RESIDENTIAL BUILDINGS) WHICH DO NOT EXTEND MORE THAN THREE FEET INTO THE REQUIRED YARD.



GENEVA LAKE
 Water Elevation=
 864.44'
 5/31/18

**SCHEME M4
 SITE PLAN**
 SCALE: 1" = 10'



ZONING RESEARCH

CURRENT ZONING: SR-4 (LAKESHORE OVERLAY) IN WASHINGTON COUNTY, CITY OF LAKE GENEVA. THIS PROPERTY IS NON-CONFORMING DUE TO LOT WIDTH.

AREA / HEIGHT / YARD REQUIREMENTS

LOT AREA: MIN 40,000 SF (16,532 SF ACTUAL)
 LOT WIDTH: MIN 50'-0" (32'-0" AVERAGE)
 HEIGHT (DWELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MAX BUILDING COVERAGE: 30%

SETBACKS

STREET: 15'-0"
 SIDE: 30'-0" OR 60'-0" TOTAL
 REAR: 30'-0"
 PAVEMENT: 5'-0"

THIS PROPERTY MEETS REQUIREMENTS SET FORTH IN SEC. 58.405 FOR EXISTING NON-CONFORMING LOTS.

CONDITIONAL USE:
 PER SEC. 58.401 SUBSTANDARD LOT REGULATIONS

ZONING: SR-4 (LAKESHORE OVERLAY) IN WASHINGTON COUNTY, CITY OF LAKE GENEVA.

AREA / HEIGHT / YARD REQUIREMENTS

LOT WIDTH: MIN 15'-0" (15'-0" AVERAGE ACTUAL)
 HEIGHT (DWELLING): 35'-0"
 HEIGHT (ACCESSORY): 15'-0"
 MIN ZONING DISTRICT AREA: 9,000 SF.
 MIN LOT AREA: 3,000 SF.
 MAX BUILDING COVERAGE: 40%
 MAX ACCESSORY BUILDING COVERAGE: 10%
 MIN LANDSCAPE SURFACE RATIO (LSR): 30%
 MIN STREET FRONTAGE: 50 FEET
 MIN # OF OFF STREET PARKING SPACES: 3 (GARAGE)

SETBACKS

STREET YARD: 75'-0"
 SIDE YARD: 8'-0" LEAST SIDE (15'-0" SUM OF BOTH)
 LAKE FRONT: 100'-0"
 PAVEMENT: 5'-0" FROM SIDE OR REAR, 10' FROM STREET
 ACCESSORY: REAR: 3'-0"
 SIDE: 5'-0"

ER-1 TO SR-4 ZONING

SECTION 58.401.

(1) EXISTING LEGAL LOTS OF RECORD THAT ARE NOW SUBSTANDARD IN ANY WAY, AND THAT ARE ZONED ER-1 SHALL BE CONSIDERED AS LEGAL SUBSTANDARD LOTS FOR NEW DWELLINGS OR BUILDING ADDITIONS ON SUCH LOTS. A CONDITIONAL USE PERMIT MAY BE SOUGHT TO ENABLE THE GRANTING OF PERMISSION TO USE THE LOT WIDTH, LOT FRONTAGE, LOT AREA AND SETBACK REQUIREMENTS OF THE ER-4 DISTRICT (SECTION 58.505) FOR CONDITIONAL USE (PERMIT REQUEST) FOR THIS PARTICULAR TYPE OF CONDITIONAL USE (PERMIT REQUEST). A FEE OF 100.00 SHALL BE IMPOSED. (ORD. NO. 58-1795B)

IMPERVIOUS CALCULATIONS

TOTAL LOT AREA: 16,521 SF.

DRIVEWAY / WALKS: 1754 SF.
 RESIDENCE / COVERED PORCHES AND DECKS: 4884 SF.
 NEW TERRACE/RETI WALLS/PAVED STAIRS: 485 SF.
 EXISTING LAWN/DECK STAIRS AND WALK: 05 + 354 SF.

TOTAL IMPERVIOUS: 1371 SF. (45.5%) OK IS LESS THAN 50%
 PROPOSED LSR: 54.5% OK, PER GRM IS GREATER THAN 50%
 BUILDING AREA UNDER ROOFS: 4664 SF.
 TOTAL BUILDING COVERAGE: 28.2% OK IS LESS THAN 40%

SURVEYOR

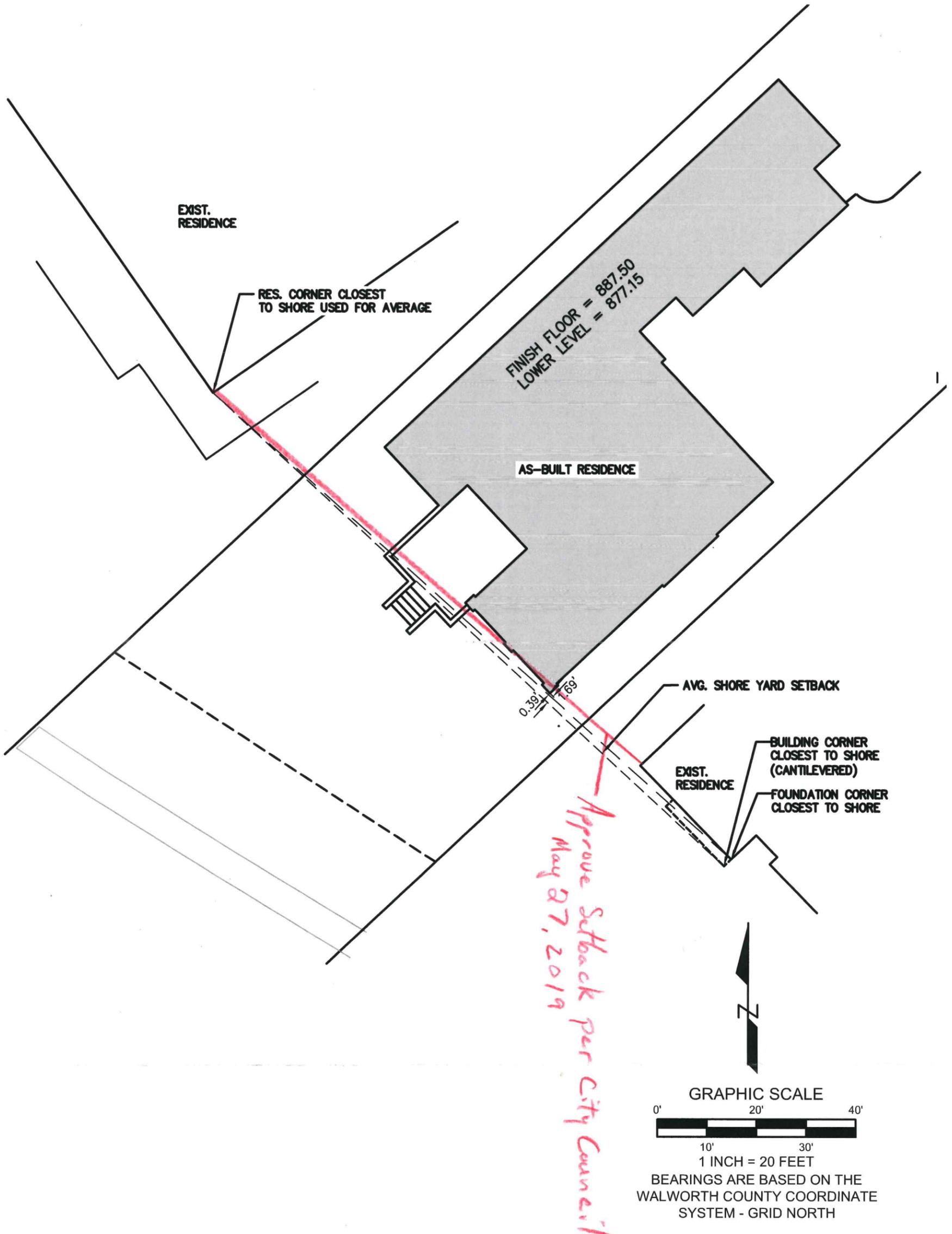
LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
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 PHONE (262) 248-3697

AVERAGE SHORE YARD SETBACK EXHIBIT

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October 25, 2019

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Plot Title: Average Shore Yard Setback Exhibit - 940 Maytag Road, Lake Geneva, WI - 10/25/19 - 18.5057 - 10/25/19



