



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, OCTOBER 12, 2020 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson,
Alderspersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. IN-PERSON ATTENDANCE WILL BE LIMITED TO NO MORE THAN THIRTEEN PEOPLE, ON A FIRST COME FIRST SERVED BASIS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Livestream at the City of Lake Geneva Vimeo Channel found here www.vimeo.com/lakegeneva
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153
4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 5:00 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Flower
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. Announcement regarding Voting and the November 3, 2020 General Election
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of September 28, 2020 as prepared and distributed
9. **CONSENT AGENDA**– *Recommended by Finance, Licensing and Regulation on October 6, 2020.* 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. Agent Change for Mama Ciminis, LLC, d/b/a Mama Ciminis, located at 131 S Wells St, Lake Geneva to Kerry Kerros

- b. Premise transfer of a Class “B” Fermented Malt Beverage License filed by The Farmstand LLC, agent Daniel Robers, from 830 W Main St Unit C, Lake Geneva to 707 W Main St, Lake Geneva
- c. Reserving parking stalls (stall #'s: 352-371, 429-438, and 1117-1132) for electors for the November 3, 2020 Fall General Election

10. Items removed from the Consent Agenda

- 11. First Reading of **Ordinance 20-14** an ordinance amending subsection (a)(1), No parking, standing or stopping zones, of Section 210, Parking Regulations, of Article VI, Traffic Code, of Chapter 74, Traffic and Vehicles of the City of Lake Geneva Municipal Code; relating to parking regulations on Conant Street
- 12. First Reading of **Ordinance 20-15** an ordinance repealing Chapter 74, Traffic and Vehicles, Section 74-221 Parking Meters, subsection (e)(1) Exceptions, of the Lake Geneva Municipal Code, Lake Geneva; as it relates to the period of non-enforcement
- 13. First Reading of **Ordinance 20-16** an ordinance amending sub-subsections within subsection (6) of Section 62-67; Exceptions, of Article III; Obstructions and Encroachments, of Chapter 62; Streets, Sidewalks, and Other Public Places, of the City of Lake Geneva Municipal Code, Lake Geneva, Wisconsin; as it relates to heating devices within Sidewalk Cafes as permitted by the City

14. Recommendation of the Finance, Licensing, and Regulation Committee of October 6, 2020- Ald. Howell

- a. Discussion/Action Peller Assessment due in October 2020
- b. Discussion/Action regarding hiring Ehlers Public Finance Advisors regarding services for 2021 City borrowing options
- c. Discussion/Action regarding **Resolution 20-R68** a resolution authorizing the transfer of funds for Events Coordinator-Riviera from Tourism Municipal Development in the amount of \$32,000
- d. Discussion/Action regarding **Resolution 20-R69** a resolution authorizing the transfer of funds for Room Tax-Marketplace Providers from Room Tax for reporting purposes in the amount of \$111,880
- e. Discussion/Action regarding **Resolution 20-R70** a resolution authorizing the use of Contingency funds for a service repair project at the Library in an amount not to exceed \$2,932
- f. Discussion/Action regarding approval of Landscape Maintenance Contract for 2021-2023 with Breezy Hill Nursery
- g. Discussion/Action regarding approval of an agreement with the Wisconsin DOT and the City of Lake Geneva for the resurfacing of Highway 50 between Forest Street and Grand Geneva Way
- h. Discussion/Action regarding a request by First Lutheran Church for Waiver of Parking Stall Fees (10 total stalls) for the event of Church Service at Flat Iron Park to be held October 18, 2020; total fee is \$210.00
- i. Discussion/Acceptance of October 6, 2020 Finance, Licensing, and Regulation Committee Payment Approval Reports

15. Recommendation of the Planning Commission of September 21, 2020- Ald. Dunn

- a. Discussion/Action regarding **Resolution 20-R67** Resolution authorizing the issuance of the Precise Implementation Plan (PIP) filed by McMurr II, LLC. 351 Hubbard, Suite 610, Chicago, IL 60654. for a request to construct 23 Single Family Homes to the property located at Summerhaven Subdivision Phase III. located in the Planned Development (PD) zoning district. Tax Key Nos. ZSUM00002 & ZA75400001
(Continued by the Council on September 28, 2020)

16. Mayoral Appointments

- a. Appointment of Christine Quinn to replace Scott Gelzer on the Communications Ad Hoc Committee

17. Motion to go into Closed Session pursuant to Wisconsin Statutes 19.85(1)(g) for the purpose of 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, RE: Notice of Claim by White River Holdings

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

19. Adjournment

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

November 3, 2020 Fall General Election Information

CITY OF LAKE GENEVA

CITY CLERK, LANA KROPP

When and Where?

The Fall General Election will take place on Tuesday, November 3, 2020; the polls are open from 7:00 a.m. to 8:00 p.m.

The ONLY polling location for the City of Lake Geneva is City Hall; located at 626 Geneva St

Registering to Vote

The Clerk's Office is encouraging all electors to register in advance of Election Day, especially if you have recently moved.

Voter registration can be done through the mail or online through Wednesday, October 14

Registering to Vote

Starting October 15, electors will need to register in person at City Hall

At the time of registration, electors will need to provide a document that shows proof of residency; this document will need to show your name and current address

Registering to Vote- Proof of Residency

All proof of residence documents must contain voter's current name and address.

- A WI Driver License/ID Card, if not expired or canceled; may be used even if driving privileges have been revoked
- Any other official identification card or license issued by a Wisconsin governmental body or unit
- An employee ID card with a photograph, but not a business card
- A real property tax bill or receipt for the current year or the year preceding the date of the election
- A residential lease (does not count as proof of residence if elector submits form by mail)
- A picture ID from a university, college or technical college coupled with a fee receipt or an on-campus housing listing provided by the university, college or technical college
- A utility bill for the period commencing not earlier than 90 days before the day registration is made
- (Homeless voters only) A letter from an organization that provides services to the homeless that identifies the voter and describes the location designated as the person's residence for voting purposes
- A contract/intake document prepared by a residential care facility indicating that the occupant resides in the facility
- A bank/credit card statement
- A paycheck or pay stub
- A check or other document issued by a unit of government

Proof of residence documents may be provided in an electronic format.

Absentee Voting

Requests for Absentee Ballots must be made in writing to the City Clerk

You can request an absentee ballot online through myvote.wi.gov or you can make the request in person at City Hall

Absentee Ballot requests must include a copy of a Photo ID

Absentee Voting

Requests for an absentee ballot to be mailed must be made by 5:00 p.m. on Thursday, October 29

Absentee ballots do not have to be returned to the City Clerk via USPS; you may utilize the drop box on Geneva Street or the drop box in the vestibule of City Hall

In-Person Absentee Voting

Often referred to as “Early Voting”

In-Person Absentee voting is the process of voting an absentee ballot without it being mailed

In-Person Absentee Voting

Will be available Tuesday, October 20 through Friday, October 30; 8:30 a.m. to 5:00 p.m.

Conducted in Council Chambers of Lake Geneva City Hall

Have Questions?

Check out www.myvote.wi.gov or
www.cityoflakegeneva.com

OR

Contact City Clerk, Lana Kropf at 262-249-4092 or
cityclerk@cityoflakegeneva.com



Memorandum

To: Council Members & Mayor

From: Dave Nord

Re: Financial Advisor Selection / Ehlers

Date: October 5, 2020

In an attempt to move along the discussion at this week's FLR meeting, I am providing this memo and strongly recommending you select Ehlers as the City's Financial Advisor for our upcoming needs including the proposed borrowing. My reasons are as follow:

- Ehlers comes highly recommended by other communities and is located within the region. (To be clear I have no past relationship with anyone at Ehlers so there is no conflict of interest on my part). I see no advantage in going with a larger / national firm.
- The City could issue an RFP for additional advisors to submit their credentials and present to the City however, these presentations are strictly addressing their skill sets and will NOT provide an estimate of what their services will cost the City. Financial Advisors are paid based on the City agreeing to borrowing funds and that payment is based upon the borrowed amount. With that in mind, it would be impossible to obtain a RFP that contains actual costs as the City is still in discussions on how much money may need to be borrowed for upcoming projects.
- The time spent sending out an RFP, waiting for responses, and possibly arranging for additional presentations at meetings, will only further delay the process of determining how much money needs to be borrowed, delaying when the City would receive the money and potentially pushing out project dates further into the future.
- The City is working within time constraints that are only going to get more difficult if it chooses to delay making a decision on a financial advisor.
- Again, this is ultimately your decision, but I strongly urge you to consider what it is you are gaining by delaying. Ehlers is a very good firm. Ehlers is very much a leader within the Wisconsin municipal market and can provide the services we need in a timely manner.

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, SEPTEMBER 28, 2020 6:00 P.M.
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Charlene Klein, Council President, Rich Hedlund, Council Vice President, John Halverson, Alderpersons: Tim Dunn, Mary Jo Fesenmaier, Cindy Flower, Ken Howell, Shari Straube, and Joan Yunker

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

Aldersperson Fesenmaier led the Council in the Pledge of Allegiance.

Roll Call

Present: Hedlund, Howell, Halverson, Flower, Fesenmaier, Dunn and Yunker

Absent: Straube

Awards, Presentations, Proclamations, and Announcements

Announcement regarding Voting and the November 3, 2020 General Election

City Clerk Kropf addressed the Council regarding the upcoming Fall General Election. She explained that this election is slated to be held Tuesday, November 3, 2020. The polls will be open from 7:00 a.m. to 8:00 p.m. and that due to the COVID-19 pandemic there will only be one polling location; all voters will need to come to City Hall on election day.

Flower added that the Walworth County

Re-consider business from previous meeting

None

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

Sherri Ames; 603 Center St; Spoke in regards to the proposed mask ordinance.

Spyro Condos 1760 Hillcrest Drive; Spoke to several changes regarding the upcoming Oktoberfest event related to Flat Iron Park and an evacuate plan.

Scott Fanning; Represents Peller Investments; Spoke in regards to the special assessment in relation to the Peller Property.

Straube joined the meeting at 6:20 p.m.

Acknowledgement of Correspondence

Clerk Kropf noted that she received three items of correspondence all regarding th

Approve the Regular Council Minutes of September 14, 2020 as prepared and distributed

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

CONSENT AGENDA– Recommended by Finance, Licensing and Regulation on September 15, 2020. 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.

-Tier 2 Event permit Application filed by the Downtown Business Improvement District for the event of Oktoberfest to be held October 10, 11, and 12, 2020 located in Flat Iron Park, Riviera Plaza, and various downtown areas

-Massage Establishment License for Aveda Jasmine Salon and Spa Group, located at 251 Cook Street

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

Items removed from the Consent Agenda

None

Discussion/Action regarding Resolution 20-R64 a resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency

Clerk Kropf explained

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

Discussion/Action regarding possible creation of a mask ordinance in anticipation of the expiration of Governor Evers' Order

Motion by Howell to direct the City Attorney to draft a mask ordinance to follow Governor Evers order, second by Halverson. Flower stated that perhaps the masks aren't working as the numbers keep increasing. Halverson and Fesenmaier stated that the numbers may have been higher had it not been for the masks. Mayor Klein noted that she is in favor of wearing masks but fears a mandate will cause undue stress on the Police Department from an enforcement standpoint. Dunn expressed concerns with fining people for not wearing their masks and how that can be enforced by the Police Department. Motion failed 4-5, with Hedlund, Dunn, Flower, and Yunker voting no. The Mayor voted no to break the tie

Recommendation of the Finance, Licensing, and Regulation Committee of September 15, 2020- Ald. Howell

Discussion/Action Peller Assessment due in October 2020

Motion by Howell to continue, second by Hedlund. Attorney Draper noted that there is information that is still needed by the City to move forward. Motion carried 8-0.

Discussion/Action regarding release/satisfaction of that certain mortgage and development agreement against real property at 323 Broad Street

Attorney Draper stated that an occupancy permit needs to be obtained before this can be released/satisfied.

Motion by Howell to not release the mortgage, second by Hedlund. Motion carried 8-0 on a roll call vote.

Discussion/Action regarding purchase of two (2) Cemetery mowers to be paid from the Equipment Replacement Fund

Motion by Howell to approve, second by Hedlund. No discussion. Motion carried 8-0 on a roll call vote.

Discussion/Action regarding a Shared Fire & EMS Services Agreement with the Town of Linn and Town of Lyons for the term of 2021-2023

Motion by Howell to approve, second by Yunker. Chief Peters noted that this would allow for aid from which ever jurisdiction is closest and would not cost the City any additional funds. Motion carried 8-0 on a roll call vote.

Discussion/Acceptance of September 15, 2020 Finance, Licensing, and Regulation Committee Payment Approval Reports

Motion by Howell to accept, second by Halverson. No discussion. Motion carried 8-0 on a roll call vote.

Recommendation of the Planning Commission of September 21, 2020- Ald. Dunn

Discussion/Action regarding Resolution 20-R65 a resolution authorizing the issuance of a Conditional Use Permit (CUP) filed by Cory Englebert d.b.a. EPTC LLC., 1500 Avenue of Champions to utilize the property located at 801 Geneva Pkwy. for a Physical Activity Studio land use in the Planned Business Park (PBP) zoning district. Tax Key No. ZLGB00003

Motion by Dunn to approve, second by Yunker. No discussion. Motion carried 7-0, with Flower abstaining.

Discussion/Action regarding Resolution 20-R66 a resolution authorizing the issuance of a General Development Plan (GDP) filed by Thomas Keefe, d.b.a. Northern Waters LLC., 752 Geneva Pkwy. for a request to utilize the property located at 816 Wisconsin Street as a Bed & Breakfast land use in the Neighborhood Business (NB) zoning district. Tax Key No. ZOP00164

Motion by Dunn to approve, second by Howell. Dunn noted that the property is in disrepair and that they would work to restore it to its historical state. Motion carried 8-0.

Discussion/Action regarding Resolution 20-R67 Resolution authorizing the issuance of the Precise Implementation Plan (PIP) filed by McMurr II, LLC. 351 Hubbard, Suite 610, Chicago, IL 60654. for a request to construct 23 Single Family Homes to the property located at Summerhaven Subdivision Phase III. located in the Planned Development (PD) zoning district. Tax Key Nos. ZSUM00002 & ZA75400001

Motion by Dunn to approve, second by Howell. Halverson inquired about the trees on the rear property line for infrastructure placement. Flower noted that there is a lack of sidewalk in this development and wondered why this isn't being requiring. Dunn and Howell inquired if this could be referred to the Plan Commission without major delays in the project. Attorney Draper noted that if there are major changes made to the plan, then the Plan Commission and applicant will have to go through the public hearing process again. Council discussion included directing staff to gather information regarding the sidewalks, trees, and drainage in this development prior to making a final decision. Halverson inquired if this could be tabled to the next Council meeting to obtain more information regarding this development.

Motion by Halverson to continue the October 12, 2020 Council meeting, second by Fesenmaier.

Flower questioned why the road to Oakwood is not being connected. Attorney Draper noted that the City cannot put a connecting road in there due to the lack of right of way easement. Motion to continue carried 8-0.

Mayoral Appointments

Appointment of Beth Tumas and T.R. Remke to the Downtown Business Improvement District with terms to expire January 1, 2022

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

Motion to go into Closed Session pursuant to Wis. Stat. 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: Appointing Vanessa Jahns to a higher classification to serve as Assistant City Clerk on a temporary basis until a permanent Assistant City Clerk can be hired

Motion by Hedlund to convene the Council into Closed Session and to include City Staff, second by Yunker. Motion carried 8-0 on a roll call vote. The Council convened into Closed Session at 7:21 p.m.

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

Motion by Hedlund to reconvene the Council into Open Session, second by Flower. Motion carried on a roll call vote 8-0. The Council reconvened into Open Session at 7:30pm.

Motion by Hedlund to appoint Vanessa Jahns as interim Assistant City Clerk, second by Halverson. Motion carried 8-0.

Adjournment

Motion by Straube to adjourn, second by Hedlund. Motion carried 8-0. The meeting adjourned at 7:32 p.m.

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of LAKE GENEVA County of WALWORTH

The undersigned duly authorized officer/member/manager of MAMA CIMINOS LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as MAMA CIMINOS
(Trade Name)

located at 131 S. WELLS ST, LAKE GENEVA, WI

appoints KERRY J. KERROS
(Name of Appointed Agent)

[Redacted Home Address of Appointed Agent]

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 27 YEARS

Place of residence last year [Redacted]

For: MAMA CIMINOS LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, KERRY J. KERROS, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 09/14/20
(Date)

[Redacted Home Address of Agent]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 9.16.2020 by [Signature] Title Police Chief
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
KERRROS	KERRY	JOHN
State	Zip Code	

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an **individual**.

A member of a **partnership** which is making application for an alcohol beverage license.

Agent of Mama Ciminis LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 27 YEARS

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.

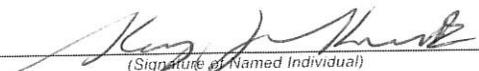
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
LAVELLE, INC.	WHITEWATER, WI	2/19	5/20
HOME DEPOT, INC.	550 EDWARDS BLVD. LAKE GENEVA	6/2015	11/2018

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

Section 1: Licensee Information and Acknowledgement

Licensee Name

MAMA CIMINOS LLC

Reason for Cancellation of Appointed Agent

MANAGER RESIGNED

The undersigned appoints KERRY J. KERROS as agent in accordance with sec. 125.04(6), Wis. Stats.

Ned Cimini
Signature of President / Member

9/14/2020
Date

Section 2: Agent Information and Acknowledgement

Agent Name

KERRY J. KERROS

Agent Questions

Agent Questions	Yes	No
1. Are you of legal drinking age?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been convicted of a federal law violation?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Have you ever been convicted of a state law violation?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Have you ever been convicted of a local ordinance violation?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ...	<input checked="" type="checkbox"/>	<input type="checkbox"/>

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for MAMA CIMINOS LLC and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Kerry J. Kerros
Signature of Agent

9/14/2020
Date

Section 3: Licensing Authority Approval

Municipality Name

Signature of Official

Date

Title of Official



CERTIFICATE OF COMPLETION

This certifies that
kerry J kerros
is awarded this certificate for

Wisconsin Responsible Beverage Server Training

 Completion Date
09/13/2020

 Expiration Date
09/13/2022

 Certificate #
WI-114506


Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Application for Transfer of Retail Licenses for Sale of Fermented Malt Beverages and/or Intoxicating Liquor From One Premises to Another

FEE \$ N/A

LAKE GENEVA, Wisconsin
OCT 1, 2020

To the governing body of the City Village Town of LAKE GENEVA
County of WALWORTH Wisconsin.

The undersigned hereby applies for a transfer of Class RS BEER license from 830 W MAIN ST LAKE GENEVA, WI to 707 W MAIN ST, LAKE GENEVA
(Present Location) (Proposed Location)
on or about SEPT. 29, 2020.
(Date)

1. APPLICANT: (print name and address plainly)

(a) Full name of applicant ROBERTA L. ROBERS

(b) Address 

2. LOCATION AND DESCRIPTION OF PREMISES TO WHICH APPLICATION FOR TRANSFER IS MADE:
Describe building or buildings where alcohol beverages are to be sold, served, consumed, and stored.

(a) Street number 707 W. MAIN ST, LAKE GENEVA, WI 53147

(b) Trade name of establishment THE FARM STAND

(c) Physical description of building, buildings and/or land area comprising licensed premises.
19.5' STORE FRONT ON MAIN ST. BAR LOCATED IN BACK RIGHT CORNER OF BUILDING. BEER TO BE STORED & SERVED FROM BAR LOCATION.

(d) Legal description (omit if street address is given above.) _____

(e) Is any other business conducted on same premises? Yes No If so, what?

(f) Was this location licensed for beer or liquor during the past year? Yes No

(g) Give name and address of previous licensee. N/A

(h) Will the previous licensee surrender its license? Yes No N/A

ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

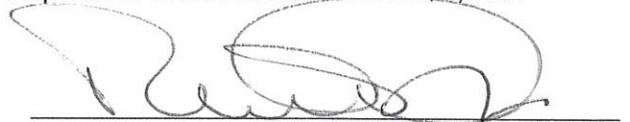
NONE

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held

N/A

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 applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature)

CLASS OF BUSINESS

Name THE FARMSTAND

Original Location 830 W. main LAKE Geneva (FANCY FAIR mall)

Ward N/A

Proposed Location 707 W Main St

Ward N/A

License No. _____

Treasurer's Receipt No. N/A

Filed sept 15, 2020

Submitted to Council or Board

Approved _____ Date _____

Denied _____ Date _____

CITY OF LAKE GENEVA - EVENT PERMIT APPLICATION

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

Applications must be submitted **AT LEAST 4 WEEKS** prior to the proposed event date(s).

Section I. APPLICANT INFORMATION

NAME OF APPLICANT: **FIRST LUTHERAN CHURCH**

NAME OF EVENT ORGANIZER/PRODUCER: **CHURCH SERVICE AT FLAT IRON PARK**

PRODUCTION COMPANY/ORGANIZATION: **FIRST LUTHERAN CHURCH** FEDERAL TAX ID: **39-1232506**

STREET ADDRESS: **1101 LOGAN STREET** APT. UNIT OR SUITE #:

CITY: **LAKE GENEVA** STATE: **WI** ZIP CODE: **53147**

E-MAIL ADDRESS: **CHURCH@FIRSTLUTHERANWELS.ORG**

DAYTIME PHONE: **262-248-3374** CELL PHONE:

Are you a For Profit or Non-profit Organization 501(c) ___?

EIN # (Tax Exempt Number): **ES1683**

*ALL non-profits must present a copy of their current Tax ID - EIN #.

Section II. EVENT INFORMATION

Public Assembly Permit – * Non-profit (No Charge), Otherwise FEE \$60 per day

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit (No Charge), Otherwise FEE \$75.00

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

Tier 1 Events: * Non-profit (No Charge), Otherwise FEE \$250 for an event up to seven days, additional \$50 per day thereafter

(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

Tier 2 Events: * Non-profit (No Charge), Otherwise FEE \$500 for an event up to seven days, additional \$100 per day thereafter

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: CHURCH IN THE PARK

2. Date(s) of Event: SUNDAY OCTOBER 18, 2020

3. Location(s) of Event: FLAT IRON PARK

4. Hours: SERVICE HELD FROM 10:30AM - 11:30AM WITH A MEAL. AFTER until 12:30 (OPEN TO PUBLIC)

Note: Start Time & End Time

5. Event Chair/Contact Person: TOM JAKOB Phone 

6. Day of Event Contact Name: TOM JAKOB Phone 

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

8. Will you charge an admission fee? Yes No

9. Estimated Attendance Number: 80-100

10. Basis for estimate: RECENT CHURCH SERVICE ATTENDANCE

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

If yes, list the location, size, Rental Company, and proof of completion of locates.
ONLY SETTING UP A TENT IF WEATHER LOOKS BAD

12. Will there be any animals? Yes No

If yes, what type and how many: _____

13. Attach a detailed description of proposed event with map of the exact location of the event and/or route.

14. Description of plan for handling refuse collection and after-event clean-up:
WE WILL HAVE GARBAGE CANS AND VOLUNTEERS PICKING UP AFTER EVENT

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

16. Will there be fireworks or pyrotechnics at your event? Yes No
If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? Yes No
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? Yes No
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? Yes No

Section III. STREET USE

Check if this section does not apply.

Required for any event using a public street. Per Sec. 62-243 of the municipal code, this application must include the following attachments:

Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.

Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

1. Description of the portion(s) of road(s) to be used:
Road closures must include rental of barricades, please work with our Street Dept.
2. Will any parking stalls be used or blocked during the event? Yes No

Date(s) of use: MORNING OF OCTOBER 18, 2020
 Total Number of Parking Stalls Request: 10 SPACES
 Parking Stall Number(s) and Location: 10 SPACES IN FRONT OF FLAT IRON PARK RESERVED FOR PARKING OF OUR ELDERLY MEMBERS

3. Description of signage to be used during event:

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

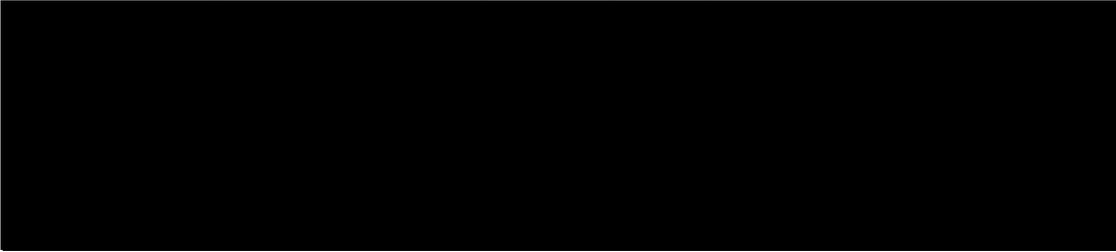
Anticipated Services

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

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

***Please note:** The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

ALL PARKS & PUBLIC SPACES: *must be left the way they were originally found. A credit card is required to be held should the park/public space incur damage or not be picked up.*



The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF LAKE GENEVA, a Wisconsin Municipal Corporation located in the Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF LAKE GENEVA, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Applicant's Signature:  Date: 9/16/2020

For Office Use Only

Date Filed with Clerk: 9/17/20 Payment with Application: \$ N/A Receipt: —

*Circulation required to the following Departments:

Department: Date: Circulated:

City Clerk/Administrator [Signature] 9/17/2020
Notes: _____

Police Chief
Notes: _____

Fire Chief
Notes: _____

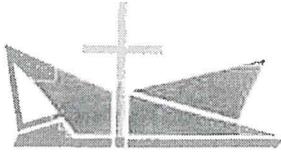
Street Dept
Notes: _____

Parking Dept
Notes: _____

Piers, Harbors & Lakefront
Notes: _____

FL&R: Meeting Date: _____
Council: Meeting Date: _____

$\$20 \times 10 = \$200 + \$10 = \boxed{\$210.00 \text{ DONATION}}$
CALLED AND THE CHURCH WOULD LIKE THE
FEES WAIVED. NEEDS FLR + COUNCIL
APPROVAL - S.E.



FIRST LUTHERAN
CHURCH AND SCHOOL

CERTIFICATE OF EXEMPT STATUS

(Religious, Charitable, Scientific or
Educational Organization)

FORM ST-4

Sales to the below named organization are exempt from taxation under the Wisconsin Sales and Use Tax Law pursuant to Section 77.54(9a) of the Wisconsin Statutes.

This certificate is valid until revoked by the Wisconsin Department of Taxation.

STATE OF WISCONSIN
DEPARTMENT OF TAXATION
SALES AND USE TAX DIVISION
MADISON 2, WISCONSIN

EXEMPTION CERTIFICATE NUMBER
ES 1683
DATE
FEB 28 62

First Evangelical Lutheran Church

128 Walworth Street

Lake Geneva, Wisconsin

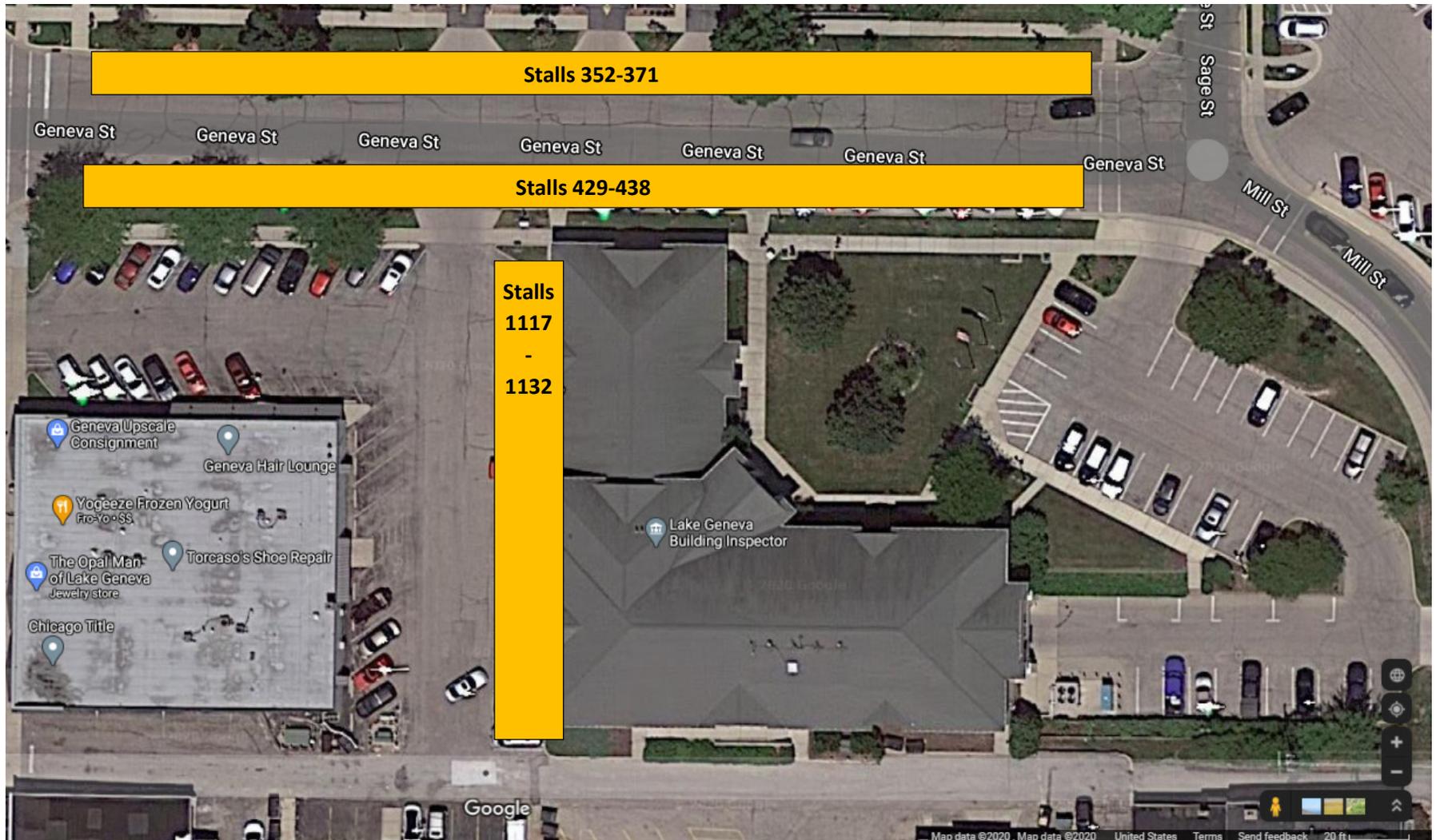
L

COMMISSIONER

IMPORTANT:

Sales to Your Organization Are Taxable Unless
You Furnish Your Supplier With the Certificate,
Number Shown Above.

Possible Stalls to be blocked for the November 3, 2020 General Election



ORDINANCE OF THE COMMON COUNCIL

An ordinance amending subsection (a)(1), No parking, standing or stopping zones, of Section 210, Parking Regulations, of Article VI, Traffic Code, of Chapter 74, Traffic and Vehicles of the City of Lake Geneva Municipal Code; relating to parking regulations on Conant Street

Committee	N/A		
Fiscal Impact:	N/A		
File Number:	20-14	First Reading :	October 12, 2020
		Second Reading :	October 26, 2020

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

(a) No parking, standing or stopping zones.

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

- Alley, between Marshall Street and Ann Street, running from Center Street to Williams Street, behind Fire Department
- Baker Street, south side, easterly from east curblin e of Wrigley Drive to west curblin e of South Lake Shore Drive from hours of 10:00 p.m. to 6:00 a.m.
- Broad Street, west side, from Dodge Street 50 feet north
- Broad Street, west side, from north curb of alley between Main Street and Geneva Street to a point 74 feet north
- Broad Street, west side, 65 feet south of North Street
- Campbell Street, south side, from South Lake Shore Drive to Wells Street
- Campbell Street, south side, from Wrigley Drive to South Lake Shore Drive
- Center Street, east side, from the north curblin e of Wisconsin Street to the south curblin e of Sheridan Street
- Clover Street, east side, from Park Row to LaSalle Street
- Conant Street, ~~both sides, from Badger Lane 1,600 feet west to City limit~~ **north side, from Badger Lane to Platt Ave**
- Cook Street, west side, from the north curblin e of Wisconsin Street to the south curblin e of North Street
- Curtis Street, east side, from a point 807 feet south of the curb of Main Street to a point 950 feet south of the south curb of Main Street
- Dodge Street, north side, from Broad Street to Forrest Street
- Dodge Street, north side, from Sage Street to Center Street
- Dodge Street, south side, from the intersection of Elmwood Avenue and Dodge Street to a point 450 feet east
- Edwards Boulevard, in its entirety
- Elm Street, west side, from South Street to South Lake Shore Drive
- Elmwood Avenue, both sides, from the north line of the intersection with Main Street, 160 feet north
- Elmwood Avenue, east side, from Dodge Street, 60 feet south
- Elmwood Avenue, west side, from Linda Lane to Dodge Street
- Fremont Street, east side

Hillside Drive, east side
 Interchange North, both sides, north of Center Street to the City limits
 Lake Shore Drive, south side
 Madison Street, east side, from Wisconsin Street to Dodge Street
 Maxwell Street, west side, from Geneva Street to Dodge Street
 Mill Street, both sides, from south curblin of Geneva Street to north curblin of Main Street
 North Street, both sides, from the west curblin of Center Street to the east curblin of Cook Street except for the south side of the 700 block of North Street
 Pleasant Street, south side
 Rogers Court, north side, from Center to William Street
 Sage Street, east side, from easterly extension of the south curblin of Dodge Street to the north curblin of Mill Street
 Sage Street, east side, north of the fire hydrant at Sage and Grove Streets, a distance of 121 feet
 Sage Street, east side, from the south curblin of Water Street to a point 155 feet north to the easterly extension of the north curblin of Dodge Street
 Sage Street, west side, from south curblin of Highway 120 to north curblin of Grove Street, distance of 389 feet
 Sheridan Road, both sides, from Minahan Road east to City limits
 South Lake Shore Drive, east side, from the south curblin of Baker Street to the north curblin of Cass Street
 South Lake Shore Drive, east side, from the south curblin of Main Street 154 feet south
 South Lake Shore Drive, west side, from the north curblin of Cass Street to Main Street
 South Lake Shore Drive, west side, from the south curblin of Main Street 220 feet south
 Tolman Street, west side, from George Street to Wheeler Street
 Townline Road, north side of the road, in the indented area that is painted yellow and posted "no parking" at Veterans Park
 Townline Road, south side of the road eastbound from Veterans Parkway, to area across from service driveway to Veterans Park
 Walker Street, north side, from Center Street to William Street
 Warren Street, east side, from Geneva Street to Main Street
 Water Street, south side, from Center Street to Sage Street
 Williams Street, east side, from the north curblin of Henry Street to the south curblin of Gardner Avenue
 Wisconsin Avenue, north side, from Center Street to Elmwood Avenue, except 130 feet east of the east curblin of Broad Street
 Wisconsin Street, south side, from the east curblin of Broad Street to 75 feet east
 Wrigley Drive, southwesterly side, from the southernmost point of the bridge existing thereon southeasterly to a point 406 feet of the southwesternmost point of intersection of Wrigley Drive and Center Street

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

- 1. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and publication/posting as required by law.**

Approved by the City of Lake Geneva Common Council on this 26th day of October, 2020.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

ORDINANCE OF THE COMMON COUNCIL

An ordinance ~~adding subsection (i)(1) and (i)(2), Boat Launching Staging and Launching Area, of Section 210, Parking Regulations, of Article VI, Traffic Code, of Chapter 74, Traffic and Vehicles of the City of Lake Geneva Municipal Code; relating to Boat Launching Staging and Launching Area on Wrigley Drive amending sub-subsections within subsection (6) of Section 62-67; Exceptions, of Article III; Obstructions and Encroachments, of Chapter 62; Streets, Sidewalks, and Other Public Places, of the City of Lake Geneva Municipal Code, Lake Geneva, Wisconsin; as it relates to heating devices within Sidewalk Cafes as permitted by the City~~

Committee	N/A		
Fiscal Impact:	N/A		
File Number:	20-16	First Reading :	October 12, 2020
		Second Reading :	October 12 ²² , 2020

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

(6) Restaurants issued sidewalk cafe permits by the City Clerk for restaurant tables subject to the following conditions:

- a. "Restaurant" means an establishment defined in § 254.61(5) Wis. Stats.
- b. The use of sidewalks for restaurant tables shall only be permitted incidental to the operation of a restaurant which is contiguous to the sidewalk and within the side property lines of the contiguous restaurant under the following conditions:
 - 1. The restaurant tables and seats shall not be located closer than two feet from the curb of the street as measured by the closest edge of the table or seat with an occupant seated therein to the street.
 - 2. Bollards shall be strategically located at either end, and along the street edge of the outdoor restaurant seating area. Said bollards shall be temporary and not affixed to the sidewalks. From November 1 to April 30 said bollards, tables, ~~and seats, and heaters~~ shall be removed each night when the restaurant closes.
 - 3. All permittees shall ensure that all tables, chairs, ~~and bollards, and heaters~~ are properly secured during closing hours. Permittees shall be responsible for damage caused by their unsecured tables, chairs, ~~and bollards, and heaters~~, regardless of fault. Damage caused by improperly secured tables, chairs, ~~and bollards, and heaters~~ on more than one occasion may be grounds for revocation of the permit.
 - 4. The restaurant applicant is able to meet all other existing requirements for the issuance of a permit to place restaurant tables on the public sidewalk.
 - 5. Signs or other equipment shall not be attached to public amenities such as light poles, trees, planters, benches, street signs, etc.

~~6.~~ All forms of heating devices are prohibited within the sidewalk cafe area. Propane heaters may be used within the confines of the permitted Sidewalk Café area. All heaters and placement of heaters must comply with the with the most current edition of the applicable fire code (National Fire Protection Association 1)

~~7.6.~~ All furnishings such as, but not limited to, bollards, umbrellas, tables, ~~and chairs,~~ and heaters shall not include signage, logos, or text.

~~8.7.~~ Primary (red, blue, and yellow) colors and fluorescent day glow and/or neon colors shall not be permitted. Where such colors constitute a component of a standardized corporate theme or identity, muted versions of such colors shall be used.

~~9.8.~~ A minimum of one table shall be handicap/wheelchair accessible

1. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and publication/posting as required by law.

Approved by the City of Lake Geneva Common Council on this ~~12th~~26th day of October, 2020.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

guidelines for safe burning and can require fire apparatus to be present where the situation warrants.

10.11.5.2 This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.

10.11.6 Cooking Equipment.

10.11.6.1 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

10.11.6.2 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

10.11.6.3* Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

A.10.11.6.3 It is not the intent of this paragraph to allow the permanent installation of portable equipment unless it is permitted by its listing.

For all occupancies other than one- and two-family dwellings, the use of gas grills, charcoal grills, fireplaces, and other heat-producing devices is prohibited on balconies and patios, under any overhang, and within 10 ft (3 m) of any structure, unless such cooking equipment is permanently installed in accordance with its listing. In addition, 10.11.6.2, which is new to the 2012 edition of the *Code*, prohibits the storage of such cooking equipment on balconies of other than one- and two-family dwellings; where grills are stored on balconies, the probability is high they will be used there as well.

The inspection of every balcony of every multifamily dwelling is an impractical enforcement task. Compliance through public education is more readily achievable. The AHJ can provide written notification of these requirements to condominium associations, property management agencies, and others who are affected. When the potential danger posed by grills is understood, voluntary compliance is easier to obtain. Landlords can also include this prohibition in leases to ensure that tenants are aware of the restrictions.

10.11.7 Installation of Patio Heaters.

10.11.7.1 Patio heaters utilizing an integral LP-Gas container greater than 1.08 lb (0.49 kg) propane capacity shall comply with 10.11.7.2 and 10.11.7.3. [58:6.20.2.1]

10.11.7.2 Patio heaters shall be listed and used in accordance with their listing and the manufacturer's instructions. [58:6.20.2.2]

10.11.7.3 Patio heaters shall not be located within 5 ft (1.5 m) of exits from an assembly occupancy. [58:6.20.2.3]

The requirements addressing patio heaters in 10.11.7 recognize the growing use of these portable outdoor appliances used to heat outdoor areas when the climate is too cool to comfortably sit or stand outdoors. They are used extensively in restaurants with outdoor seating areas to enable the areas to be used for a greater number of weeks each year. They are also used where attendants, such as those working for a valet parking service, wait outdoors. Exhibit 10.2 depicts typical patio heaters.

The requirement for a 5 ft (1.5 m) separation between patio heaters and exits in assembly occupancies was new to the 2009 edition and recognizes that patio heaters are commonly used in restaurants. The term *assembly occupancy* is defined in Chapters 3 and 6. While restaurants are the most likely assembly occupancies to use patio heaters in outdoor areas, other assembly occupancies might use them as well.



EXHIBIT 10.2 Patio heaters. (Courtesy of Richard Fredenberg, North Carolina Department of Agriculture and Consumer Services)

10.11.8 Incinerators and Fireplaces.

10.11.8.1 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall not be built, installed, or maintained without prior approval of the AHJ.

10.11.8.2 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall be maintained in good repair and in a safe condition at all times.

10.11.8.3 Openings in incinerators, outdoor fireplaces, permanent barbecues, and grills shall be provided with an approved spark arrester, screen, or door.

**CITY OF LAKE GENEVA
DEFERRED SPECIAL ASSESSMENTS**

OWNER

PRINCIPAL COMMENTS

**CITY OF LAKE GENEVA
DEFERRED SPECIAL ASSESSMENTS**

OWNER

PRINCIPAL

COMMENTS

Project: Edwards Blvd (approved June, 2010)

ZYUP 00194

Peller Investments LLC

\$ 233,340.44

Deferred for 10 yrs or until developed

Spec Assmt was reduced by \$80,963 from \$314,303.44 to \$233,340.44 from lawsuit settlement July, 2013.



fisherphillips.com

September 10, 2020

VIA E-MAIL

Finance, Licensing, and Regulation Committee
City of Lake Geneva City Hall
626 Geneva Street
Lake Geneva, WI 53147
cityclerk@cityoflakegeneva.com

Re: Peller Investments, LLC – Assessment Proposal

Dear Committee Members:

I represent Peller Investments, LLC (“Peller”) in connection with the above referenced proposal. I hope you are doing well in this difficult time in our Country. I bring before you the repayment schedule regarding the \$233,304.44 special assessment related to certain improvements on Edwards Boulevard (the “Assessment”) issued by the City of Lake Geneva (“City”). It appears that Peller and the City have different interpretations of when the Assessment becomes due and Peller’s payment options. Peller seeks to reach an agreement with the City on a mutually beneficial payment schedule for the Assessment that will provide the City with additional cash payments sooner than it would otherwise be entitled to receive them. Indeed, Peller’s proposals would accelerate the City’s reimbursement of the full value of the Assessment by up to eight years.

Background

On or about September 29, 2010, Peller and the City entered into an Assessment Agreement in relation to certain improvements to North Edwards Boulevard that provided access to Peller’s property. See *Assessment Agreement*, attached hereto as Exhibit 1.

The Agreement provided that “when the City has completed the North Edwards Boulevard Improvements ..., the City shall assess [Peller] for its share of the Improvements.” Ex. 1, § 4.01. The payment of the Assessment was deferred pursuant to Wis. Stats. Sec. 66.0715(2) and not due until “the earlier of i) 10 years after the date of assessment;¹ or ii) issuance of an Occupancy Permit for some or all of the Property, as detailed below (the “Due Date”). The Agreement further provided Peller with the right to “elect on the Due Date to pay the Assessment in installments

¹ The date of the Assessment is the date the Improvements were completed on North Edwards Boulevard in 2011.

Chicago
10 South Wacker Drive
Suite 3450
Chicago, IL 60606

(312) 346-8061 Tel
(312) 346-3179 Fax

Writer's Direct Dial:
312.346.8061

Writer's E-mail:
sfanning@fisherphillips.com

equivalent to the most recent installment payment schedule for any Special Assessment in the City.” Ex. 1, § 4.01.

On October 25, 2010, prior to the completion of the Improvements, the City Council of Lake Geneva approved the estimated assessment amount against Peller. However, the final Assessment amount of \$233,304.44 was not determined until April 3, 2013, based on the judgment entered Walworth County Circuit Court in Case No. 2011-CV-00030. See *10/29/2013 Letter from Dan Draper*, attached hereto as Exhibit 2. While our firm was not involved in the litigation, it is our understanding that the matter settled amicably pursuant to a written settlement agreement.

Additionally, since 2010, Peller believed that the Assessment would not be due until the property was sold or an occupancy permit was issued. This was, in part, due to Sr. Project Engineer, Kurt Davidsen’s testimony that “the City would typically defer payment until the property was either improved [an occupancy permit issued] or sold.” *Peller Investments, LLC v. Lake Geneva*, 2012AP10002, ¶ 9 (Jan. 31, 2013), attached hereto as Ex. 3. Peller had relied on this statement and others and did not plan for or anticipate the entire Assessment being due in 2020.

On June 4, 2020, Peller’s counsel reached out to the City Attorney Dan Draper to obtain clarity on the due date of the payment and to fully cooperate with the City. On August 4, 2020, the City Attorney informed Peller that the Assessment was due on October 25, 2020 – ten years after the date of the Resolution and not the completion of the project.

For the reasons set forth above, Peller was surprised by the City’s position. Due to the unanticipated timing of the Assessment payment and the financial uncertainties caused by the COVID-19 Pandemic, Peller is unable to pay the Assessment in full in October and does not believe that it is required to do so.

Pellers’ Position

As stated above, it was Peller’s belief and understanding that the Assessment would not be due until the property was sold or an occupancy permit was issued. Nevertheless, even if Peller accepts the City’s position regarding the timing of the Assessment, it is our view based on a fair reading of the documents that the Assessment would not be due until April 3, 2023, ten years after the date the Assessment was finalized. At that time, on April 3, 2023, Peller would be entitled to elect to pay the Assessment “in installments equivalent to the most recent installment payment schedule for any Special Assessment in the City.” Ex. 1, § 4.01. Based on representations from the City Attorney, the most recent Special Assessment payment schedule is a 10-year plan at a 5% annual interest rate.

Pellers’ Proposed Resolution

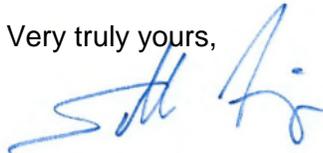
While Peller is confident in its position, Peller is open to reaching a mutually beneficial resolution with the City to avoid any further expense and uncertainty. Peller believes that the below proposal will significantly benefit the City because it will result in accelerated cash payments to the City. Rather than wait until 2033 to receive the full Assessment, the City will be fully reimbursed for the Assessment by 2025.

Finance, Licensing, and Regulation Committee
September 10, 2020
Page 3

As such, Peller respectfully proposes that it pay the Assessment pursuant to a 5-year installment plan (the first installment being due later this year) with an annual interest rate on the unpaid principal of 2%.

If you have any questions regarding the proposal, please let me know. Thank you for your thoughtful consideration of this important matter.

Very truly yours,



Scott C. Fanning
Attorney
For FISHER & PHILLIPS LLP

SCF:fs
Attachments

cc: Dan Draper (via e-mail)

PELLER ASSESSMENT
AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address:

Nancy L. Haggerty, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

PIN: See Exhibit A

EXHIBIT 1

PELLER ASSESSMENT AGREEMENT

THIS PELLER ASSESSMENT AGREEMENT ("Agreement") is made as of the 4th day of May, 2010, between the CITY OF LAKE GENEVA, a Wisconsin municipal corporation ("City"), and Peller Investments, LLC, a Wisconsin limited liability company ("Owner").

RECITALS:

WHEREAS, Owner is the owner of certain real property in the City, situated west of U.S. Highway 12, consisting of approximately 13.02 acres, and more particularly described as the "Property" in the attached Exhibit A incorporated herein; and

WHEREAS, the City is a Wisconsin municipal corporation organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under Wisconsin law; and

WHEREAS, the City is taking by condemnation, the ownership of a 3.61 acre parcel of land, immediately adjacent to the Property, and plans to improve on it North Edwards Boulevard including that portion of the right of way extending from the south line of the Property as extended east to the right of way of U.S. Highway 12, to the north line of the Property as extended east to the right of way of U.S. Highway 12, and as described on Exhibit A as the Peller Segment, ("Peller Segment") in accordance with the plan attached hereto as Exhibit B ("Plan") to facilitate development north and south of the Property; and

WHEREAS, the Property is currently contiguous to a public road known as North Edwards Boulevard, which when improved in accordance with the Plan, will provide access to the Property; and

WHEREAS, the cost of improving North Edwards Boulevard in accordance with the Plan is assessable to Owner and others pursuant to sec. 66.0701, Wis. Stats.; and

WHEREAS, the parties desire to set and determine the payment of the assessment on the Property, pursuant to Secs. 66.0703(7)(b) and 66.0715(2), Wis. Stats.

NOW, THEREFORE, the City and the Owner agree as follows:

SECTION 1 RESTATEMENT OF RECITALS

1.01 Recitals. The recitals above are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements between the parties made part and parcel of this Agreement.

**SECTION 2
CONFIRMATION OF ZONING**

2.01 Zoning. The City confirms that the Zoning of the Property is Rural Holding.

**SECTION 3
CITY'S WORK**

3.01 City's Construction of Improvements. In consideration of the Owner agreeing to pay the Assessment defined below, the City agrees to furnish, or cause to be furnished, all labor and services, material and work for the construction and completion of the Improvements, which Improvements are more fully described on Exhibit C, attached hereto and incorporated herein, on or before December 31, 2011. The plans and specifications for the Improvements, referenced on Exhibit C shall be identified as the "Plans."

3.02 Access by Owner. The Property shall have permanent access to North Edwards Boulevard, by at least two commercial-width driveways. During the period of construction, City agrees to allow vehicular and pedestrian access from North Edwards Boulevard south of this Property, for any reasonable and safe access Owner requires.

3.03. Moving Water Main. The City hereby grants to Owner the right to move into the right of way of North Edwards Boulevard, the existing water mains which cross the Property, at Owner's expense, and if Owner does so, the City agrees to vacate the City's existing water main easement across the Property recorded as Document Numbers 98062 and 98063 in the Office of the Walworth County Register of Deeds (collectively, the "Old Easement"). Upon the completion of the construction of the Improvements, sanitary sewer mains and municipal water mains, the Property shall have the right to tap into such water and sanitary sewer mains, on the usual and customary terms and conditions of the City of Lake Geneva, but subject to the limitations contained herein on additional charges and costs.

3.04. Temporary Limited Easement for Grading Purposes. Owner hereby grants to City a temporary limited easement ("Grading Easement"), across that portion of the Property shown on Exhibit B as "Temporary Limited Easement," (the "Grading Easement Area") for purposes of grading the existing soil to meet the grade of the Improvements, as such grading work is detailed in the Plans. This easement shall terminate on the earlier of completion of the Improvements, or December 31, 2010, and is subject to the provisions herein about City's work on that Grading Easement Area.

**SECTION 4
FEES AND ADDITIONAL CHARGES AND IMPROVEMENTS**

4.01 Assessment. When the City has completed the North Edwards Boulevard Improvements in accordance with the Plans, the City shall assess Owner for its share of the Improvements, in accordance with the requirements of Section 66.0703 and 66.0715 Wis. Stats. ("Assessment"), in full and complete satisfaction of all municipal charges of any nature related to the roadway, sidewalk, curb and gutter, bike path, stormwater management fees related to the pond on the Peller Segment, maintenance costs of the stormwater pond, connection of the

Property to North Edwards Boulevard, and related in any way to the Property, of whatever name and nature, except for normal and customary hookup and connection fees, based on the City's then current fee schedule. This Assessment shall be deferred pursuant to sec. 66.0715(2), Wis. Stats and shall not become due until the earlier of i) 10 years after the date of assessment; or ii) issuance of an Occupancy Permit for some or all of the Property, as detailed below (the "Due Date"). Owner may elect on the Due Date to pay the Assessment in installments equivalent to the most recent installment payment schedule for any Special Assessment in the City. The Assessment will not accrue interest. This Assessment shall run with the Property, and be a lien on the Property, and shall not be due and payable until the Due Date, notwithstanding any sale or transfer of the Property to a third party. If the first Occupancy Permit for the Property is for a building or improvement which occupies less than the full Property (taking into consideration setbacks and coverage ratios then in existence for the zoning of the Property), then only a portion of the Assessment shall become due, prorated over the total building capacity of the Property. For example, if the full building capacity of the Property is for 1000 square feet of building, at the time an Occupancy Permit is issued for a building of 500 square feet, or 50% of the building capacity of the Property, then the date of issuance of that Occupancy Permit will be considered the Due Date for 50% of the Assessment, and the remaining Assessment shall remain deferred, without interest, until the next Occupancy Permit is requested.

4.02 Edwards Extension. The City agrees to acquire all necessary rights-of-way and temporary construction easements for the extension of North Edwards Boulevard from the north terminus of the Peller Segment to an intersection with Sheridan Springs Road, as a three lane asphalt road, and to build the Improvements identified on Exhibit C ("Edwards Extension").

4.03 Survey. The City shall provide to the Owner, upon completion of the Improvements, with a copy of the final survey, showing the exact location of the Improvements in the Peller Segment, and all utilities in the Peller Segment, for purposes of its planning the development of the Property.

4.04 Fill. The City has determined that, in connection with constructing the Improvements, the City will have a large quantity of excess fill to dispose of which is currently located in the Peller Segment (the "Fill"). In consideration of the City saving the cost of moving the Fill offsite, the City hereby offers to give the Fill to Owner, at no cost, provided however that Owner must secure whatever permits are needed from the WDNR and any other applicable governmental entity, to use the Fill on the Property. Owner will also need to submit to the City, and to have the City approve, a grading plan, to perform fill activities on the Property. If Owner elects to receive the Fill, and secures the needed permits, City agrees to deliver, or to instruct its employees and contractors to deliver, to Owner, on the Property, the Fill, in the general locations of Owner's choosing on the Property, and in the manner identified in the final grading plan submitted to the City (the "Fill Work"). Owner agrees to promptly hire a contractor to draw up a grading plan, and to promptly apply for and diligently pursue the City grading plan approval, and the WDNR fill plan approval, and the City agrees to cooperate and assist the Owner in securing those permits.

SECTION 5 OWNER WORK

5.01 Connection Fees. The Owner acknowledges that it, or its successor and assigns who develop the Property, shall be obligated to pay all water and sanitary sewer consumption fees, any nominal connection fees, and any usual and permit fees in connection with development of the Property, but that the Assessment is intended to be the Property's entire contribution to all costs of roadway and utility improvements and to give the Property the right to connect to the water, sanitary and storm systems on the Peller Segment.

5.02 East Land. [Deleted].

SECTION 6 RISK OF LOSS

6.01 Risk of Loss. The risk of loss, damages and liability of the Peller Segment, shall at all times be with the City, and the risk of damage or destruction to the Improvements or any part thereof, or to any person, at any time prior to the completion and acceptance of the Improvements to be performed under this Agreement, is assumed by the City, except for that which is caused by Owner or Owner's agent.

SECTION 7 CITY'S INSURANCE

7.01 Insurance. The City shall not enter onto the Property or perform any work on the Property, other than the Fill Work, and the rights under the Grading Easement, in the manner required herein, and hereby indemnifies Owner against all costs and liability of the City's entry onto the Property. The City shall not commence or cause to be commenced, the Fill Work, or work in the Grading Easement Area under this Agreement until the City has obtained all insurance required under this section and such insurance has been approved by Owner.

(1) Compensation Insurance. The City shall take out and maintain during the life of this Agreement Workmen Compensation Insurance for any of its employees who are working on the Property, and, if any work is sublet, the City shall require all contractors and subcontractors to similarly provide Workman Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the City, or the equivalent municipal insurance. If any class of employees on the Property engaged in hazardous work under this Agreement is not protected under the Workmen Compensation Statute, the City shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of its employees not otherwise protected.

(2) Public Liability and Property Damage Insurance. The City shall take out and maintain, during the life of this Agreement, such public liability and property damage insurance as shall protect it, and any contractor or subcontractor performing work covered by this Agreement, from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by it or by any contractor or subcontractor or anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public liability insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death to anyone person, and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one accident, and property damage insurance in an amount of not less than \$500,000.00.

7.02 Contractor and Subcontractor Policies. The City shall require every contractor and subcontractor performing work on the Property to obtain and maintain similar policies with the same limits stipulated above, construed as including contractor's contingent or protective insurance, if necessary to protect the Owner from damage claims arising from operations under this Agreement.

7.03 Insurance Covering Special Hazards. The following special hazards shall be covered by rider or riders to the public liability and/or property damage insurance policy or policies hereinbefore required to be furnished by the City to Owner or by separate policies of insurance, in amounts not less than \$300,000.00 to cover injury to underground structures, such as wires, conduits, and sewers, and explosions of any kind, including blasting, and public liability insurance of \$500,000 with property damage not less than \$100,000 for every truck or other motor vehicle used in hauling materials to or from the Property.

7.04 Proof of insurance. Prior to commencement of work on the Property, the City shall furnish to, and obtain approval from, the Owner of certificates of insurance relating to all coverages required herein.

7.05 Cancellation of Insurance. Each policy shall provide that it is non-cancellable for a period of thirty (30) days following written notice of intent to cancel given by the policy owner via certified mail.

7.06 Endorsements. The City shall secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 8, below.

SECTION 8 HOLD HARMLESS AND INDEMNITY AGREEMENT

8.01 Indemnity. The City shall indemnify and hold harmless the Owner, its members, agents and employees, from all claims of all persons, entities, or the like, for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the work performed or to be performed by the City under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of the City, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties or person performing any work which is the subject of this Agreement or is in connection with any work which is the subject of this Agreement, except for that which is caused by Owner or Owner's agent.

8.02 Defense. The City shall assume the defense of any action filed to which this hold harmless agreement applies, and pay all costs and attorney fees incurred in connection therewith, and pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

SECTION 9 MISCELLANEOUS

9.01 Complete Agreement. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Owner, other than as set forth herein, and in the exhibits hereto, including the Plans, which are to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City and the Owner, and signed by them, but the City, by adopting this Agreement, hereby authorizes the City Administrator to execute amendments to this Agreement which do not materially change the nature of the Agreement itself.

9.02 Easements. The City shall cooperate with the Owner in the Owner obtaining all necessary easements and shall grant the Owner access to all City owned rights-of-way to enable the Owner's provision of sanitary sewer, municipal water, stormwater management, electrical, and all other utility service to the Property.

9.03 Other Standard Fees. It is understood that the Owner, and the Owner's successors and assigns, shall be required to pay the then-current fees, in accordance with City Codes, at such time as each future building connection is made, except for fees waived herein. Fees for building connections within the Property shall be in accordance with the schedules used throughout the City, except as otherwise defined herein.

9.04 No Partnership. The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Owner.

9.05 Headings. This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

9.06 Successors and Assigns. This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Owner shall be permitted to assign its rights and obligations hereunder in whole or in part to a purchaser of the Property or any part of the Property, provided, however, that the City shall be notified, in writing, of any such assignment, and such written notice shall include the name, address, and telephone number of the assignee.

9.07 Construction. This Agreement shall be construed under the laws of the State of Wisconsin.

9.08 Counterparts. This Agreement, and all other documents or instruments that maybe required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though

one, and shall have the same force and effect as though all of the signers had signed a single signature page.

9.09 Edwards Boulevard Extension As Public Road. City confirms that the City has recorded a Relocation Order for the Peller Segment, incorporating the engineering maps of the Project, which is sufficient to cause the Peller Segment to be laid out as a public street. If for any reason this is not the case, then the City hereby grants to the Property an easement across the Peller Segment, from the date the City takes title to the Peller Segment, until the Peller Segment legally becomes a public road, and City has the right to set forth reasonable rules about the use of this easement for safety purposes during the construction of the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER:

PELLER INVESTMENTS, LLC, a Wisconsin limited liability company

By



Robert Price, its Manager

STATE OF ILLINOIS

)

) ss.

COUNTY OF LAKE

)

On 05/03/2010 before me, R. ZUNIGA, Notary Public, personally appeared Robert Price, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.




*
Notary Public, State of Illinois
My Commission expires 12/05/2012

CITY OF LAKE GENEVA, a Wisconsin municipal corporation

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

On Sept 29, 2010 before me, Daniel S. Drape Notary Public, personally appeared Jim Louwer and Jeremy Peake to be known to be the Mayor and City Clerk of the City of Lake Geneva, Wisconsin, and to me known to be the persons who executed the above instrument, and acknowledge the same.

Witness my hand and official seal.

[Signature]
*
Notary Public, State of Wisconsin
My Commission expires: 12/31/2011

The terms and provisions of this Agreement and the engineering plans and specifications referenced herein are approved.

By: _____
City Engineer

EXHIBIT A
LEGAL DESCRIPTIONS

The "Property" shall be defined as follows:

All that part of the following described lands lying Westerly of US Hwy. 12:
A parcel of land located in the SE ¼ and SW ¼ of Section 30, T2N, R18E, more fully described as: Beginning at mid ¼ corner Section 30, Township 2 North, Range 18 East, Walworth County, Wisconsin; thence West on ¼ line to White River; thence Southwesterly along river to a point 8 rods South of East and West ¼ line; South 88°15' East 27.19 chains to point 25 rods East of the North and South ¼ line; thence North 8 rods; thence East 28.8 rods along ¼ line; thence North 80 rods to East and West ¼ line; thence West on ¼ line to point of beginning.

Tax Key No.: ZYUP 00194

But excluding therefrom, the following land which was taken by the City in lieu of condemnation:

Located in the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 30, Town 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin, described as:

Beginning at the Northeast corner of Certified Survey Map No. 3997, said corner being on the Westerly right-of-way of USH 12 and also being the Southeast corner of Grantor's property; thence North 89°15'36" West, along the North line of said Certified Survey Map, (said North line also being the South line of Grantor's property) 108.25 feet; thence North 33°01'04" West, 556.03 feet; thence North 35°49'19" West, 101.00 feet; thence South 54°10'41" West, 190.00 feet; thence North 35°49'19" West, 205.00 feet; thence North 11°27'36" East, 89.98 feet to the Northerly line of Grantor's property; thence continue North 11°27'36" East, along said Northerly line, 309.79 feet to the Westerly right-of-way line of USH 12; thence South 33°00'33" East, along said Westerly right-of-way line, 279.38 feet; thence South 35°49'19" East, along said Westerly right-of-way line, 300.36 feet; thence South 33°01'04" East, along said Westerly right-of-way line, 618.38 feet to the point of beginning.

The "Grading Easement Area" referenced herein shall be the following land:

Land located in the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 30, Town 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin described as:

Commencing at the Northeast corner of Certified Survey Map No. 3997, said corner being on the Westerly right-of-way line of USH 12 and also being the Southeast corner of grantor's property; thence North 89°15'36" West, along the North line of said Certified Survey Map (said North line also being the South line of grantor's property) 108.25 feet to the point of beginning; thence continue North 89°15'36" West, along said line, 72.17 feet; thence North 33°01'04" West, 514.46 feet; thence North 35°49'19" West, 84.53 feet; thence South 54°10'41" West, 130.00 feet; thence North 35°49'19" West, 15.00 feet; thence North 54°10'41" East, 190.00 feet; thence South 35°49'19" East, 101.00 feet; thence South 33°01'04" East, 556.03 to the point of beginning.

The above-described temporary limited easement contains 40,080 square feet (0.92 acres) of land, more or less, and shall automatically be released when the adjacent segment of Edwards Boulevard is completed.

Both are part of Tax Key No.: ZYUP 00194

The "Peller Segment" shall be the following:

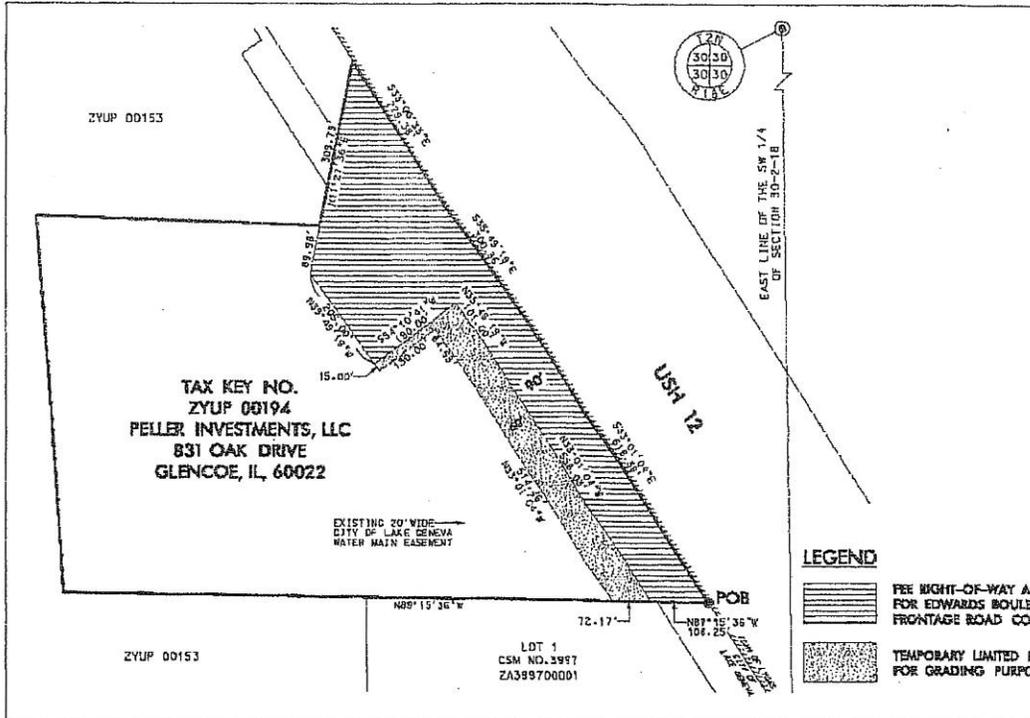
Located in the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 30, Town 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin, described as:

Beginning at the Northeast corner of Certified Survey Map No. 3997, said corner being on the Westerly right-of-way of USH 12 and also being the Southeast corner of Grantor's property; thence North 89°15'36" West, along the North line of said Certified Survey Map, (said North line also being the South line of Grantor's property) 108.25 feet; thence North 33°01'04" West, 556.03 feet; thence North 35°49'19" West, 101.00 feet; thence South 54°10'41" West, 190.00 feet; thence North 35°49'19" West, 205.00 feet; thence North 11°27'36" East, 89.98 feet to the Northerly line of Grantor's property; thence continue North 11°27'36" East, along said Northerly line, 309.79 feet to the Westerly right-of-way line of USH 12; thence South 33°00'33" East, along said Westerly right-of-way line, 279.38 feet; thence South 35°49'19" East, along said Westerly right-of-way line, 300.36 feet; thence South 33°01'04" East, along said Westerly right-of-way line, 618.38 feet to the point of beginning; and

Part of Tax Key No.: ZYUP 00194

EXHIBIT B SITE PLAN

REVISION/PLOT DATE Exhibit Peller Acquisition.dgn 1/22/10 MRR



TAX KEY NO.
ZYUP 00194
PELLER INVESTMENTS, LLC
831 OAK DRIVE
GLENCOE, IL, 60022

- LEGEND**
-  FREE RIGHT-OF-WAY AC FOR EDWARDS BOULEVARD FRONTAGE ROAD COV
 -  TEMPORARY LIMITED E FOR GRADING PURPOSE

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

EDWARDS BOULEVARD FRONTAGE ROAD CONNECTION PELLER INVESTMENTS, LLC - ACQUISITION EXHIBIT	RDS-
LOCATION: CITY OF LAKE GENEVA WAIWORTH COUNTY WISCONSIN	

EXHIBIT C

IMPROVEMENTS

The "Improvements" shall be defined as the improvements shown in the Plans and Specifications entitled "Edwards Boulevard Frontage Road Connection," as identified in the "Released for Construction 12/10/09" set of plans, Project No. R08-0014-101, Sheets 1 through 55, File No. F-27318, drawn by Crispell-Snyder, Inc., but modified to be consistent with the drawing on Exhibit B of this document. It is clarified that the definition of "Improvements" includes the completion of the roadway and other improvements in these Plans and Specification, to the Right of Way of Sheridan Springs Road. These shall all be known as the "Plans."

Stormwater Drainage Facility. The City shall construct stormwater drainage facilities, which include storm sewers, and a detention/retention ponds on the Peller Segment, in compliance with the Plans and specifically capable of handling all stormwater from the Peller Segment. City covenants that no properties shall ever be allowed to drain into the stormwater pond on the Peller Segment, other than the Peller Segment, and, to the extent that pond is capable of accepting more runoff, the Property. City agrees to grant to Owner, for the benefit of the Property and all future owners of the Property, a perpetual easement to drain surface water from the Property to this pond, at no cost to Owner, to the extent the pond is capable of accepting stormwater from the Property. The stormwater drainage facilities shall be so designed as to present no hazard to life or property.

Other Utilities. City covenants that all utility service in the Peller Segment shall be located underground.

Landscaping. City shall landscape any unpaved areas of the Peller Segment in the manner required in the Plans.

Version dated April 29, 2010

X:\CLIENT\B\074386\0015\A3867556.3

EXHIBIT 2

CITY OF LAKE GENEVA



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

October 29, 2013

Attorney Timothy D. Fenner
Axley Brynerson, LLP
P.O. Box 1767
Madison, WI 53701-1767

Re: Peller Investments, LLC v. City of Lake Geneva
Case No. 11-CV00030

Dear Attorney Fenner:

Pursuant to your request, this is to confirm that the Special Assessments against property owned by Peller Investments, LLC, specifically Tax Parcel No. ZYUP00194 (as shown on the Special Assessment books for the City) reflect a special assessment in the amount of \$233,304.44. This is the amount shown in the amended judgment dated April 3rd, 2013 in Walworth County Circuit Court Case No. 2011-CV-00030.

If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Draper".

Daniel S. Draper
City Attorney
ddraper@cityoflakegeneva.com

DSD:sb

EXHIBIT 3

**COURT OF APPEALS
DECISION
DATED AND FILED**

January 31, 2013

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2012AP1002

Cir. Ct. No. 2011CV30

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT II**

PELLER INVESTMENTS, LLC,

PLAINTIFF-RESPONDENT,

V.

CITY OF LAKE GENEVA,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for Walworth County:
JAMES L. CARLSON, Judge. *Reversed and modified in part, affirmed as
modified, and cause remanded with directions.*

Before Lundsten, P.J., Sherman and Kloppenburg, JJ.

¶1 KLOPPENBURG, J. This case arises out of a special assessment levied by the City of Lake Geneva against Peller Investments, LLC for a road-improvement project pursuant to the City's police power. Peller challenged the

special assessment, arguing it was unreasonable as a matter of law. The circuit court granted summary judgment in favor of Peller and denied the City's motion for summary judgment. We conclude that the City's disparate treatment of similarly-situated properties was unreasonable. We also conclude, however, that the City reasonably allocated excess funds received from a property owner pursuant to a development agreement. As to that matter, we reverse the circuit court and modify the judgment accordingly. Therefore, we reverse and modify in part, affirm the judgment as modified, and remand to the circuit court to enter judgment consistent with our modification.

BACKGROUND

¶2 The special assessment at issue involves a project on Edwards Boulevard, which runs north and south in the City of Lake Geneva, with its northern-most point intersecting Sheridan Springs Road and its southern-most point intersecting State Highway 50 (Main Street). Prior to 2010, Edwards Boulevard was not a through street to Sheridan Springs Road. Rather, it ended at the northern edge of a property on which a Target store is located. In 2010, the City undertook a road-improvement project to extend Edwards Boulevard to Sheridan Springs Road. The project also included the construction of a bridge, storm sewers, water mains, sewer mains, stormwater detention ponds, a sidewalk, and a bike path.

¶3 The Peller property is located to the north of the Target property and has frontage on Edwards Boulevard as extended. The Peller property was originally 16.63 acres in size. On May 3, 2010, Peller executed a quit-claim deed to the City for a 3.61-acre portion of the Peller property. The City had planned to place a detention pond via a stormwater easement on the 3.61-acre parcel, as a

necessary component to the project. Peller deeded the parcel to the City in lieu of condemnation. The parties refer to the 3.61-acre parcel as the “trapezoid parcel” and Peller’s remaining 13.02 acres as “the Peller property.” We will refer to the properties in the same manner.

¶4 On September 27, 2010, pursuant to WIS. STAT. § 66.0703 (2011-12),¹ the City’s Common Council adopted Resolution No. 10-R56, a preliminary resolution directing the City’s engineer to prepare a report consisting of plans, specifications and costs for the improvements, a schedule of the proposed assessments, and the properties to be benefited (and therefore assessed). The engineering firm Crispell-Snyder, Inc., served as the City’s engineer.

¶5 Kurt Davidsen, an engineer for Crispell-Snyder, drafted a preliminary assessment report, in which he calculated the proposed assessments using the straight-line method. Under the straight-line method, Davidsen calculated assessments based on the length of each property running parallel to Edwards Boulevard. The preliminary assessment report listed the Peller property as a benefited, assessable property, and assessed the Peller property for 916.52 lineal feet running parallel to Edwards Boulevard, at a rate of \$377.36 per foot. Had the preliminary assessment report become final, the Peller property assessment would have been \$345,857.99. The preliminary assessment report estimated the total cost of the project to be \$2,629,981.50.

¶6 After receiving the preliminary assessment report, the City’s Public Works Director, Dan Winkler, and the City Administrator, Dennis Jordan,

¹ All references to the Wisconsin Statutes are to the 2011-12 version unless otherwise noted.

reviewed the report and consulted with Sue Barker, another engineer with Crispell-Snyder, regarding the method used and the costs included. Winkler and Jordan believed that the straight-line method inadequately reflected the relative benefits received by the properties. Specifically, Winkler and Jordan believed that the Peller property received a “unique special benefit” because it was the only property that became developable as a result of the project.²

¶7 Pursuant to these discussions, the City asked Crispell-Snyder to draft a second report applying an alternative assessment method referred to as the right-of-way method (also known as front-foot method or lineal-footage method). Unlike the straight-line method, which calculated assessable frontage based on the actual curb frontage of a property, the right-of-way method calculated the assessment based on the length of the road right-of-way abutting each property. The City’s personnel knew that the right-of-way method would result in a greater amount of the project cost being assessed to the Peller property.

¶8 On October 25, 2010, the City’s Common Council held a public hearing on the proposed special assessment during its regular meeting. After holding the hearing, the City adopted Resolution No. 10-R60, the final resolution declaring the City’s intent to exercise its special assessment powers. The final resolution adopted and approved of the engineer’s second report employing the right-of-way method.

² Peller disputes this fact, arguing that the Wight River Crossings, LLC property also benefited because it did not have any direct access to Edwards Boulevard before the extension project, and thus the project enhanced its developability. Given our conclusion that the assessment was unreasonable due to its disparate treatment of similarly-situated properties, any factual disputes regarding Wight River’s developability are not material.

¶9 In addition to the change in assessment method, the second report increased the cost of the project by \$116,378.10, resulting in a total cost of \$2,746,359.60. The second report contained a schedule of eight properties benefited and therefore subject to assessment. The schedule noted whether a property's assessment amount was assessable, deferred, or exempt. A *deferred* assessment meant that payment of the assessment was deferred while no use of the improvement was made in connection with the property. See WIS. STAT. § 66.0715(2)(a). Kurt Davidsen opined at his deposition that the City would typically defer payment until the property was "either improved or sold." If a benefited property was *exempt* from a special assessment, the share of the assessment was not distributed among the remaining properties, but rather had to be computed and paid by the City. See WIS. STAT. § 66.0703(1)(c).

¶10 In the second report, the City issued a deferred assessment on the Peller property for 1,142.01 feet of right-of-way frontage, an increase of 225.49 feet from the first report's straight-line method. When calculating the total assessable lineal feet of the Peller property (1,142.01 feet), the City measured Peller's curb frontage on Edwards Boulevard (657.03 feet) plus the boundary line between the Peller property and the trapezoid parcel (484.98 feet). The City treated its trapezoid parcel as part of the road right-of-way. Thus, while the trapezoid parcel abuts Edwards Boulevard for a distance of 379.36 feet, the City considered the boundary between the Peller property and the trapezoid parcel to be the road right-of-way for purposes of calculating the Peller property's lineal footage under the right-of-way method. The Peller property is labeled as parcel 2 on the map appended to this opinion. The trapezoid parcel abuts Peller's property at its northeast corner.

¶11 The following presents a summary of the remaining seven assessed properties listed in the second report and the label assigned to each property on the appended map:

- Parcel 1: Ryan Companies US, Inc., owns the parcel on which the Target store was already located. The City assessed this parcel for \$20,509.50 (44.91 feet) and exempted \$7,306.88 (16 feet). Pursuant to a 2006 development agreement between Ryan Companies and the City, Ryan Companies paid the City \$600,000.00 for the extension of Edwards Boulevard, which was Ryan Companies' sole obligation with respect to "the design, and the construction of the Edwards Extension, including, without limitation, any special assessment" The City used part of the \$600,000.00 to cover the Ryan Companies' total assessment of \$27,816.38 (the total of both its assessable and exempt amounts).
- Parcel 3: Wight River Crossings, LLC owns this parcel, which borders the Peller property to the north and west. The City assessed the parcel for \$248,598.32 (544.36 feet). The City used part of the \$600,000 paid by Ryan Companies to cover Wight River's entire assessable amount. Dennis Jordan testified in his affidavit dated December 12, 2011, that the City and Ryan Companies had an understanding at the time of their 2006 development agreement that "the \$600,000 would also be used to offset any special assessment of the Wight River property because Wight River had provided property for storm water management."

- Parcels 4 and 7: The City owns these two parcels. The City acquired the two parcels as a single parcel from We Energies in order to construct the Edwards Boulevard extension. The extension of Edwards Boulevard to Sheridan Springs Road bisected the parcel, resulting in two separate properties now owned by the City. The City placed a second stormwater detention pond on parcel 4, in addition to the stormwater detention pond located on the trapezoid parcel. In the second report, the City assessed parcels 4 and 7 based on the amount of curb frontage each had abutting Edwards Boulevard.
- Parcels 5 and 6: These parcels are located on the north side of Sheridan Springs Road and are owned by Lake Geneva Investors, LLC. The City exempted the parcels' assessments of \$211,351.50 (462.80 feet) and \$84,942.48 (186.00 feet), because, according to Sue Barker, "there was already an existing road in front of them."
- Parcel 8: U.S. Highway 12 comprises the entirety of this parcel and is owned by the Wisconsin Department of Transportation. The City exempted the parcel's assessment of \$689,751.20 (1,510.36 feet) because, according to Kurt Davidsen, "State Highway 12 is not developable." After first applying a portion of the \$600,000 contribution to Ryan Companies and Wight River, the City used the remaining balance of \$323,585.30 to offset the DOT's exempt assessment.

¶12 Following adoption of the final resolution, the City sent Peller a letter on October 28, 2010, notifying Peller that the City adopted the final

resolution and providing Peller with an assessment installment notice. The letter included the eight-property schedule, which reflected a proposed special assessment levy of \$521,533.13 against the Peller property, based on a frontage of 1,142.01 feet on Edwards Boulevard.

¶13 Peller filed a complaint against the City pursuant to WIS. STAT. § 66.0703(12)(a), which authorizes property owners to challenge special assessments in circuit court. Both parties moved for summary judgment. In its motion, Peller argued that the City's special assessment method was unreasonable because: (1) the City did not treat uniformly its parcel 4 and the trapezoid parcel, the two properties on which it placed detention ponds, because, unlike parcel 4, the City did not assess the road frontage of the trapezoid parcel, but rather treated it as part of the road right-of-way; and (2) the City's use of the right-of-way method resulted in Peller paying a disproportionate share of the cost of the project. Peller also argued that the City unreasonably allocated a portion of the Ryan Companies' \$600,000 payment to cover part of the assessments for which the City was responsible, rather than using the funds to offset the total cost of the project.

¶14 In contrast, the City in its summary judgment motion argued that the Peller property was the only property that became developable as a result of the Edwards Boulevard extension and because of "the enormity of the unique benefit," it imposed an assessment against Peller in proportion to the benefit accrued. The City asserted that as a matter of law, the assessment was reasonable.

¶15 On January 11, 2012, the circuit court held a hearing and orally granted Peller's motion and denied the City's. Specifically, the court found unreasonable the City's disparate treatment of similarly-situated properties: the City categorized the City-owned, former We Energies parcels (parcels 4 and 7) as

lots, but categorized the City-owned trapezoid parcel (unnumbered parcel) as right-of-way, thereby “artificially and unreasonably [increasing] the Peller Property’s assessable frontage” The court further found that the City unreasonably applied the balance of the \$600,000 payment to the DOT’s exempt assessment amount. The parties subsequently submitted an agreed-upon assessment calculation for Peller’s property and incorporated this assessment into a proposed Findings of Fact, Conclusions of Law and Order for Judgment, which the circuit court signed on March 28, 2012. The City now appeals.

DISCUSSION

¶16 We review a circuit court’s grant of summary judgment de novo. *Umansky v. ABC Ins. Co.*, 2009 WI 82, ¶8, 319 Wis. 2d 622, 769 N.W.2d 1. In other words, we review the grant of summary judgment independently, employing the same methodology as the circuit court. *See Green Spring Farms v. Kersten*, 136 Wis. 2d 304, 315, 401 N.W.2d 816 (1987). Summary judgment is appropriate in cases in which there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. WIS. STAT. § 802.08(2).

¶17 Pursuant to statute, a municipality may, by resolution of its governing body, “levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon the property by any municipal work or improvement” WIS. STAT. § 66.0703(1)(a). When a municipality imposes assessments by an exercise of its police power, the statute mandates the existence of two requirements: “that the property be benefited and that the assessment be made upon a reasonable basis.” *Peterson v. City of New Berlin*, 154 Wis. 2d 365, 371, 453 N.W.2d 177 (Ct. App. 1990); *see* WIS. STAT. § 66.0703(1)(b).

¶18 The parties do not dispute that the Edwards Boulevard extension project benefited all eight properties in the assessment district. Thus, our focus is on the reasonableness of the assessment. The police power of a municipality is broad and, in general, the courts may intercede only when the exercise of that power is clearly unreasonable. *CIT Group/Equip. Fin., Inc. v. Village of Germantown*, 163 Wis. 2d 426, 433, 471 N.W.2d 610 (Ct. App. 1991). Whether an assessment fulfills the legal standard of reasonableness is a question of law. *Id.* at 434.

¶19 There is no single formula or methodology for apportioning assessments. *Park Ave. Plaza v. City of Mequon*, 2008 WI App 39, ¶27, 308 Wis. 2d 439, 747 N.W.2d 703. Generally speaking, an assessment is made upon a reasonable basis if it is “fair and equitable” and “in proportion to the benefits accruing.” *Gelhaus & Brost, Inc. v. City of Medford*, 144 Wis. 2d 48, 52, 423 N.W.2d 180 (Ct. App. 1988) (quoting *Berkvam v. City of Glendale*, 79 Wis. 2d 279, 287, 255 N.W.2d 521 (1977)).

¶20 The law presumes that the municipality proceeded reasonably in making the assessment. *Lac La Belle Golf Club v. Village of Lac La Belle*, 187 Wis. 2d 274, 281, 522 N.W.2d 277 (Ct. App. 1994) (citing *Peterson*, 154 Wis. 2d at 371). The challenger to the assessment bears the burden to establish prima facie evidence that the assessment was not reasonable. *Steinbach v. Green Lake Sanitary Dist.*, 2006 WI 63, ¶11, 291 Wis. 2d 11, 715 N.W.2d 195. Once a challenger establishes such, the burden shifts to the municipality “to show that the chosen assessment method comported with the statutory requirement that it produce a reasonable assessment.” *Id.* (quoting *Lac La Belle*, 187 Wis. 2d at 281).

¶21 The term “reasonable basis” as used in WIS. STAT. § 66.0703 is not statutorily defined. Rather, “[t]he facts of the particular situation must govern the determination of whether the assessment is made ‘upon a reasonable basis.’” *Peterson*, 154 Wis. 2d at 374. The Wisconsin Supreme Court has observed that “[t]he analysis for whether a special assessment is ‘reasonable’ has been articulated in a number of ways, depending on the facts of the particular case.” *Steinbach*, 291 Wis. 2d 11, ¶20.

¶22 For example, the facts in *Peterson* prompted articulation of the following rule: “[A]n assessment is unfair when property owners in comparable positions face a marked disparity in cost for the receipt of equal benefits when an alternate, more equitable, method of assessment is feasible.” 154 Wis. 2d at 373. In *Peterson*, a property owner challenged an assessment for water and sewer improvements calculated using the “front foot” method. *Id.* at 369. The assessment amounts varied in that some of the properties were “pie-shaped,” meaning that some properties had substantially more front-footage than others. *Id.* at 368. While the assessment utilized a uniform method and all properties in the assessment district were approximately the same size, properties with more front footage incurred a disproportionate share of the assessment compared to those properties with less front footage. *Id.* at 368-69. Concluding the assessment was unreasonable, the *Peterson* court explained that “not only must the *exercise* of the police power be reasonable; its *result* must be reasonable as well.” *Id.* at 371 (emphasis in original).

¶23 More recently, Wisconsin appellate courts have addressed the question of reasonableness in terms of a two-part test: first, the assessment must be uniform, in that it is fairly and equitably apportioned among property owners in comparable situations; and second, the assessment must not affect a unique

property in a manner disproportionate to the benefit conferred. *See Park Ave. Plaza*, 308 Wis. 2d 439, ¶¶29-31; *Steinbach*, 291 Wis. 2d 11, ¶23; *Genrich v. City of Rice Lake*, 2003 WI App 255, ¶¶20-22, 268 Wis. 2d 233, 673 N.W.2d 361; *Lac La Belle*, 187 Wis. 2d at 285-86.

¶24 In *Steinbach*, the Wisconsin Supreme Court applied this two-part analysis to a challenge by eighteen condominium owners against an assessment financing a sanitary sewer system. 291 Wis. 2d 11, ¶2. The sanitary district had levied charges against each tax parcel of record receiving sewer service in the assessment district. *Id.*, ¶5. The assessment costs included the installation of one four-inch pipe stub to the sewer main of each property lot. *Id.* Because each condominium unit in the challengers' building was a separate tax parcel, each unit owner was assessed a full "availability charge," even though the single lot on which all of the condominiums stood was provided with only one four-inch stub. *Id.* The Wisconsin Supreme Court observed that "other lots that [had] multiple habitable units and were provided access to the sewer main through one four-inch stub to the lot were charged only one availability charge. Yet the Petitioners' lot was assessed an availability charge 18 times higher for the same, single four-inch stub." *Id.*, ¶26. Thus, the *Steinbach* court determined that the petitioners had provided prima facie evidence that the assessment was not levied uniformly, because the condominiums were not treated the same as comparable property with multiple habitable units. *Id.* With this evidence shifting the burden to the district to demonstrate reasonableness, the court found that the district failed to show that the disparate treatment was fair or equitable, "except to assert it applied the same method of assessment to everyone." *Id.*, ¶27. The court noted that "as part of the District's method of assessment, it created a definition for the term, 'lot,' that

caused the method of assessment to have dissimilar effects on the properties within the District.” *Id.*

¶25 We now apply these legal principles to the present case, recognizing again that “[t]he facts of the particular situation must govern the determination of whether the assessment is made ‘upon a reasonable basis.’” *Peterson*, 154 Wis. 2d at 374. Because the law presumes that the City proceeded reasonably in making the assessment, our first task is to determine whether Peller has provided prima facie evidence that the assessment was not reasonable.

¶26 Peller’s first reasonableness challenge concerns whether the right-of-way method treated comparable properties uniformly. Specifically, Peller asserts that the City treated parcel 4 (one of the parcels it acquired from We Energies and on which it constructed a stormwater detention pond) as an assessable lot, but did not treat the similarly-situated trapezoid parcel as an assessable lot. Rather, the City characterized the trapezoid parcel (which the City acquired from Peller and on which it constructed a stormwater detention pond) as part of the road right-of-way, thereby increasing the frontage assessable to the Peller property.

¶27 Uniformity is required among comparable properties. *See Park Ave. Plaza*, 308 Wis. 2d 439, ¶30. It is true that the right-of-way method, in theory, is uniform because it calculates assessments based on length of the road right-of-way abutting each property. However, it is not the general method used but rather the particular application of that method here in which the City defined road right-of-way that resulted in disparate treatment of similarly-situated properties. Parcel 4 and the trapezoid parcel were characterized in different manners, yet both properties contained stormwater detention ponds and both abutted Edwards Boulevard. By characterizing the trapezoid parcel as right-of-way and parcel 4 as

an assessable lot, the City did not treat comparable properties uniformly and shifted the cost of the trapezoid parcel's curb frontage to Peller. This disparate treatment was unreasonable.

¶28 Because Peller has produced prima facie evidence that the assessment was not reasonable, the burden shifts to the City to show that the chosen method produced a reasonable assessment. *See Steinbach*, 291 Wis. 2d 11, ¶11. The City argues that under the right-of-way method, all properties were treated the same: the assessments were all based on the amount of lineal feet abutting the Edwards Boulevard right-of-way. However, this does not explain the City's disparate treatment with regard to the characterization of the trapezoid parcel as right-of-way and parcel 4 as a lot. The City offers the distinction that the pond on the trapezoid parcel abutted private property and the pond on parcel 4 did not, and therefore, "[t]here was no reason to make the We Energies detention pond part of the right-of-way." This distinction is inaccurate, because the only difference was the amount of land separating the ponds from neighboring private property, and the City does not explain why this difference should matter. Moreover, the City fails to explain why it did not characterize the trapezoid parcel as an independent lot. Thus, we conclude that the City has not met its burden to show the chosen method produced a reasonable assessment.

¶29 We note that the City posits that Peller had "no right to challenge the fairness of [the assessment method with respect to parcel 4 and the trapezoid parcel] assessments on their behalf." However, regardless whether Peller could challenge the fairness of the assessments of other properties on behalf of the owners of those properties, that is not what Peller did here. Peller's argument is directed at the effect that this disparate treatment had on the Peller property assessment. While Peller's argument might affect the assessment of these other

properties, that is an unavoidable consequence of Peller's proper argument about the effect of the treatment of the other parcels on the Peller parcel assessment.

¶30 Because the assessment failed the uniformity prong of the analysis, we need not continue to the second uniqueness prong.³ Furthermore, because we agree with Peller's argument on this topic, we need not address Peller's alternative argument that the method used was improper because it resulted in Peller paying a disproportionate share of the cost of the project.

¶31 Finally, we must address Peller's assertion that it was also unreasonable for the City to allocate the balance of the Ryan Companies' \$600,000 payment to the exempt DOT parcel (parcel 8) rather than use the funds to offset the total cost of the project for all affected properties. So far as we can tell from the briefing before us, it is true that the City could have opted to reduce the total cost of the project with the remaining balance. At the same time, it is not apparent why the City could not do what it did do, that is, apply the remainder to assessment amounts for which the City was responsible. Nothing in the development agreement with Ryan Companies required the City to apply the remainder in any particular way. And, Peller does not cite any legal authority that would obligate the City to allocate the funds in a particular way. Therefore, Peller

³ In apparent reference to this prong, the City asserts that the end result of the assessment method was more than fair to Peller because the Peller property was the primary beneficiary of the road extension and the City "could have assessed the Peller property for all of the cost of the Edwards Boulevard construction." We understand the City to be arguing that the Peller property was unique and that the assessment was more than proportionate to the benefit conferred. Some facts in the record and common sense suggest that this may be true, but as we have already concluded, the method that the City used to calculate the assessment of the Peller property failed the first prong of the test. Moreover, the City does not provide legal authority for its proposition that it could have assessed Peller the total cost of the project involving eight benefited parcels. Therefore, we discuss the matter no further.

did not meet its burden in establishing that the City's allocation of the Ryan Companies' \$600,000 payment was unreasonable. *See Steinbach*, 291 Wis. 2d 11, ¶11 (“the challenger [to the assessment] bears the burden of going forward to establish prima facie evidence that the assessment was not reasonable”).

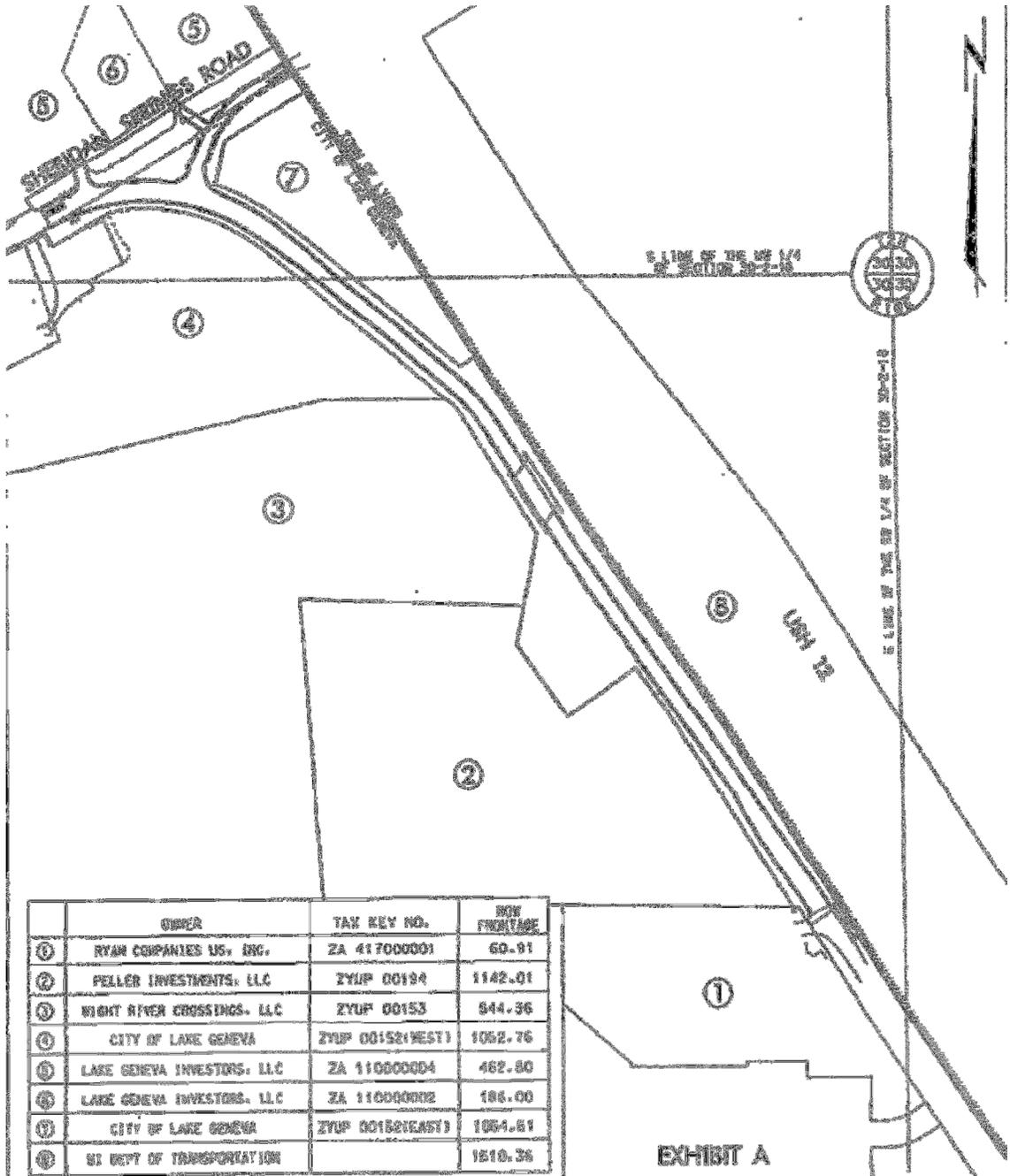
CONCLUSION

¶32 In sum, we affirm that part of the circuit court's grant of summary judgment to Peller Investments, LLC which finds that the City did not treat comparable properties uniformly and that the special assessment against Peller's property was unreasonable. We reverse that part of the circuit court's judgment which finds that the City unreasonably allocated the balance of the \$600,000 contribution from Ryan Companies, and modify the judgment, after restoring the City's original allocation of the \$600,000 payment, as follows (using uncontested numbers in the circuit court's judgment). The total cost of the project was \$2,746,359.60. The project involved a total of 5,741.05 lineal feet in the special assessment district. Dividing the \$2,746,359.60 project cost by 5,741.05 lineal feet provides an assessment rate of \$478.37 per lineal foot. The Peller property had 657.03 lineal feet of assessable frontage. Multiplying Peller's 657.03 lineal feet of assessable frontage by the assessment rate of \$478.37 per foot, the special assessment levy against the Peller property shall be \$314,303.44.

¶33 Our directions on remand are that the circuit court enter judgment consistent with this modification.

By the Court.—Judgment reversed and modified in part, affirmed as modified, and cause remanded with directions.

Not recommended for publication in the official reports.



	OWNER	TAX KEY NO.	ROW FRONTAGE
①	RYAN COMPANIES US, INC.	ZA 417000001	60.91
②	PELLER INVESTMENTS, LLC	ZYUP 00194	1142.01
③	NIGHT RIVER CROSSINGS, LLC	ZYUP 00153	944.36
④	CITY OF LAKE GENEVA	ZYUP 00152(WEST)	1062.76
⑤	LAKE GENEVA INVESTORS, LLC	ZA 110000004	462.80
⑥	LAKE GENEVA INVESTORS, LLC	ZA 110000002	186.00
⑦	CITY OF LAKE GENEVA	ZYUP 00152(EAST)	1064.61
⑧	WI DEPT OF TRANSPORTATION		1210.36

EXHIBIT A

TOURISM FUND

12/31/2018 BUDGET	12/31/2018 ACTUAL	% BUDGET	12/31/2019 BUDGET	9/30/2019 ACTUAL	% BUDGET	2019 PROJECTED	DEPT REQUESTED	APPROVED 2020 BUDGET

REVENUES

47-00-00-41210 ROOM TAX
 47-00-00-48110 INTEREST INCOME
 47-00-00-49100 APPL. PRIOR YR APPROPRIATIONS

225,000	332,780	148%	270,278	154,358	57%	350,000	447,765	447,765
-	-	-	-	3,592	-	4,000	3,500	3,500
-	-	-	-	-	-	-	-	75,136
225,000	332,780	148%	270,278	157,950	57%	354,000	451,265	526,401

EXPENDITURES

47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM
 47-00-00-57210 EVENTS COORDINATOR
 47-00-00-57212 EVENTS COORDINATOR-RIVIERA
 47-70-00-57150 PROMOTIONAL GRANT
 47-70-00-57155 TOURISM MUNICIPAL DEVELOPMENT
 47-70-00-59400 TRANSFER TO CAPITAL PROJECTS

225,000	164,615	73%	154,443	75,000	49%	166,250	190,625	190,625
-	-	-	32,000	23,994	75%	32,000	32,000	32,000
-	-	-	-	12,642	-	20,640	32,000	-
-	13,004	-	83,835	10,332	12%	32,916	85,000	85,000
-	34,675	-	-	10,792	-	15,000	111,640	143,640
-	-	-	-	-	-	-	-	75,136
225,000	212,294	73%	270,278	132,760	136%	266,806	451,265	526,401

FUND SURPLUS (DEFICIT)

-	120,486	75%	-	25,190	-79%	87,194	-	-
---	---------	-----	---	--------	------	--------	---	---

City of Lake Geneva

Landscaping Maintenance Agreement Proposal

2021-2022-2023 Seasons

pg 1/9

To provide maintenance, care and housekeeping of all exterior landscaped areas *excluding* paved areas, lights, signs, fences and irrigation systems in accordance with the City of Lake Geneva's specifications and planting list. To include Addendum #1.

AGREEMENT

This agreement, made this 9th day of September 2020 by and between Breezy Hill Nursery, Inc. party of the first part, hereinafter called the Contractor, and the City of Lake Geneva WI, party of the second part, hereinafter called the City

Article 1. SCOPE OF WORK

The Contractor shall furnish all the materials, tools, equipment, labor and everything necessary to perform, and shall perform in accordance with the plans and specifications and terms of this contract the work of maintaining designated landscaping areas in the City.

Article 2. PERIOD OF COVERAGE

This proposal shall provide for maintenance services for the 2021, 2022 and 2023 seasons, approximately April 1st through November 30th of each year. Work shall begin within 15 days of acceptance of this contract as evidenced by the contractor's signature to said contract. The City may at its

sole discretion, terminate either or both of years two and three of this agreement by providing written notice to contractor by 31 January in the years 2022 and 2023.

Article 3. DEDUCTIONS

If the contract is not fully completed according to the terms of the contract within the time limits herein stipulated, the contractor shall be notified by the City in writing. Contractor shall have 5 working days from receipt of notice to correct deficiencies in performance. Failure by the contractor to remedy deficiencies may result in termination of the contract. The City may, at its option, seek liquidated damages. Where any deductions from or forfeitures of payment in connection with the work of this contract are duly and properly declared or imposed against the contractor, in accordance with the terms of this contract, State Laws or City Ordinance, the total amount thereof may be withheld from any money whatsoever due or to become due the contractor under the contract, and when deducted shall be deemed and taken as payment in such amount.

ARTICLE 4. PAYMENTS.

Invoices by the contractor shall be received and paid by the City in four (4) equal bi-monthly payments on 01 May, 01 July, 01 September and 01 December of each year.

ARTICLE 5. INSURANCE and LIABILITIES.

Contractor agrees to save, defend, indemnify and hold harmless the City against all demands, liabilities, costs and expenses connected with the furnishing of any material or labor, or because of any injury to persons or property, or from the violation of law and infringement of patents. The City in consideration for the contractor complying with the contract as provided for by the specifications, agrees to pay the contractor at the times and in the manner and in the conditions set forth in said specifications the sum and amounts set forth in said proposal, pursuant hereof the contract was awarded to him, it being understood that such payment shall be upon invoices furnished by the contractor. The material and workmanship shall be free from all defects which might be caused by the use of poor materials, or improperly done. If during that period, it is found that workmanship is defective, or that there has been work improperly performed, the contractor shall at his own cost and expense upon written order from the City, entirely remove any defective portion of the work or repair the same under City direction.

The contractor shall provide the City with a Pre-Approval packet available from the City Clerk's Office with evidence of Workers Comp, public liability and property damage insurance. Limits of insurance shall be as follows; minimum amounts of \$1 million bodily injury and \$1 million property damage including both injury and property damage caused by vehicles and machinery. Said packet shall accompany this contract and/or be on file with the City Clerk at 626 Geneva St., Lake Geneva WI 53147 prior to award of contract.

contract and/or be on file with the City Clerk at 626 Geneva St., Lake Geneva WI 53147 prior to award of contract.

ARTICLE 6. CONTRACT DOCUMENTS.

The specifications together with any plans, advertisement, Addendum #1 and this agreement shall form the contract.

ARTICLE 7. SPECIFICATIONS.

SHRUB, EVERGREEN AND GROUND BEDS (MINIMUM REQUIREMENTS)

1. All beds shall be edged two times per season at least 2 months apart.
2. Fertilizer shall be applied to the beds one time a season.
3. A pre-emergent herbicide shall be applied to the beds one time a season and *as required*.
4. All beds shall receive a 2" - 3" layer of shredded bark at the beginning of the season.
5. All beds shall be weeded weekly to present a neat and weed-free appearance.
6. All shrub and evergreen beds shall be pruned a minimum of four times a season in staggered intervals.
7. All groundcover beds shall be pruned as needed.
8. A post-emergent herbicide shall be applied to all beds three times a season at staggered intervals.
9. All Perennials that do not have an ornamental value in winter will be cut down in fall and cuttings removed.

ORNAMENTAL TREES

1. All tree rings in planting/landscape areas shall be edged two times a season at staggered intervals.
2. Ornamental trees shall be spot pruned once a season to remove dead or damaged branches and to develop the natural form of the plant.

MISCELLANEOUS

1. A general spring clean-up will be performed at the beginning of the season.
2. A fall clean-up will be performed at the end of the season.

3. All perennials shall be deadheaded as needed to permute new flowers and keep a neat compact appearance.
4. All beds and trees shall be mulched with a 2" to 3" layer of shredded bark in the spring.
5. Work not included in this proposal shall be done when requested in writing on a time and material basis at current rates and material at retail less 10%. Equipment will be billed at current rates. Contractor shall provide his annual hourly rate sheet to the City each year prior to 01 May.

GENERAL

1. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals will be applied by licensed personnel.
2. Materials shall be applied in accordance with manufacturers' directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
3. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
4. Landscape debris shall be removed from the site at the end of each day at no additional charge.
5. Certificate of Insurance will be provided to the City after execution of contract and prior to any work.
6. Contractor's pesticide license shall be current and made available to the City for inspection upon request.
7. The Contractor will be responsible for contacting the local utility location services, (Digger's Hotline), for underground line locations. The Contractor shall not be held responsible for any sub-surface lines, which are not normally located and marked by the local utility location services unless so identified by the City. These would include, but are not limited to, invisible dog fences, cable, TV, security lines, irrigation, lighting systems, gas barbecue lines and pool equipment lines.
8. Monthly progress reports of completed tasks shall be submitted to the City Superintendent of Public Works outlining current conditions. Payment shall not be made if there are any outstanding reports.
9. Prior to work being performed the Contractor shall supply a monthly schedule to the Superintendent.

Unforeseen and unpredictable items occur and shall be responded to during the course of the year. Because of the unpredictable nature of such events, it is the Contractor's responsibility to promptly bring these concerns to the attention of the City when discovered. In these instances the City may provide written and/or verbal authorization to the Contractor to cure the event on a time and material basis.

The following operations are a partial list of the types of work not included in this proposal which would be reimbursed to the Contractor on a time and material basis:

1. Repairs/replacement of turf, shrubs and trees due to snow damage.
2. Repairs to turf, shrubs and trees due to damage by those other than the Contractor.
3. Watering of turf, shrubs, flowers and trees.
4. The application of any pesticide not covered within the body of this proposal.
5. The pruning of trees having a trunk diameter of greater than 8" inches.
6. Insect and disease problems in the lawn.
7. Removal of dead shrubbery and trees.

Rates for labor, material and equipment costs per/hr shall be given to the Street Superintendent prior to 01 May of each contract year. To include but not limited to; Topsoil delivered and placed, grass seeding, mulch delivered and placed, skid-steer loader, removal per cu/yd of spoil. Any other vegetation/shrubs/trees shall be at current market rates. In these instances the Contractor may not proceed to cure such items unless Contractor is provided written authorization from the City to cure the issue on a time and material basis at the rates and costs provided to the Street Superintendent on May 1 of each contract year.

PROPOSAL.

Proposals shall be placed in a sealed envelope clearly marked 'City of Lake Geneva 2021 Landscape Maintenance Proposal' labeled with name of submitter on the outside of envelope and returned to the City Clerk, City of Lake Geneva, 626 Geneva St, Lake Geneva WI 53147 by 10:00 A.M., on Wednesday, 09 September 2020 to provide maintenance, care and housekeeping of all exterior landscaped areas per the Exhibit plans and maintenance pricing, excluding plantings, paved areas, lights, signs, fences, and irrigation systems, in accordance with the City of Lake Geneva specifications and planting list. Absolutely no late, unsealed, unsigned or unlabeled proposals shall be accepted. The City shall not be responsible for late and/or misdirected mail or cartage therefor hand delivery is encouraged.

Planting Location

Bid Price ²⁰²¹~~2018~~

1. East Main Street STH 50 City sign area (By BP Gas Station, Peller Road)

\$ 585.23

2. Sailboat Entryway (361 West Main Street)

\$ 1421.18

3. Donian Park Entrances (Two) – Main Street (North) and Center Street (West) & Planting Strip along the Mill Race Adjacent to walkway, Street to Street

\$ 3236.10

4. City Hall Front Yard Beds & Building Foundation Plantings Front & West Side

\$ 3975.06

5. Parking Lot A – Geneva Street and Cook Street (Islands & Entryways)

\$ 1057.01

6. Parking Lot D– Geneva Street and Sage Street (Shrubbery & Entryways)

\$ 857.20

7. Parking Lot G – Geneva Street (Islands & Entryways)

\$ 1355.45

8. American Legion Vets Memorial on lakefront in Library Park

\$ 821.74

9. Riviera on the Lakefront, Driehaus Plaza mulch beds/shrubs

\$ 3517.30

10. West Main Street (Library Park by Maxwell Street)

\$ 624.28

11. Longland Park, around sign. (Williams St., north end.)

\$ 637.29

12. Paul Molitor Field Entrance Bed (West Parking Lot Veterans Park)

\$ 490.67

13. Mulch beds surrounding Andy Gump statue in Flat Iron Park

\$ 572.25

14. Landscape areas around Brunk Pavilion in Flat Iron Park.

\$ 572.24

2021 Base Bid Total; \$ 19,1023.42

2021 Base Bid Total in words; nineteen thousand six hundred twenty three dollars and forty two cents

2ND & 3RD YEARS OF CONTRACT

% INCREASE/DECREASE FOR 2022 0 % (IN ADDITION TO 2021 RATES)

% INCREASE/DECREASE FOR 2023 2 % (IN ADDITION TO 2022 RATES)

I hereby certify that all statements herein are made on behalf of _____ (Name of Corporation, partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Name _____ Signature _____

Title; _____ Email _____

Phone; _____

Name _____ Signature _____

Title _____ Email _____

IN WITNESS WHEREOF, the undersigned agreeing to be bound by the terms hereof have set their hand and seals this ____ day of October, 2020.

BREEZY HILL NURSERY, INC.

By: _____

James Epping, President

Attest: _____

Colleen Epping, Secretary

CITY OF LAKE GENEVA

By: _____

Charlene Klein, Mayor

Attest: _____

Lana Kropf, City Clerk

City of Lake Geneva
Landscaping Maintenance Agreement Proposal
2021-2022-2023 Seasons
Addendum #1

REQUIRED

1. Pond/waterfall/landscape area located just west of 529 W Main St on lot ZOP00300.

To include; Spring startup and pump (2) installation.

Monthly Checkup including mulch if needed.

Weed and trash removal/disposal.

Algae Buster Bacteria, or approved equivalent applications to keep pond algae free through each season.

Monitor and adjust water level.

Fall shut down, winterizing, pump removal (2). Pumps to be delivered to DPW office.

All supplies and manpower needed to fulfill contract.

Aquatic plant upkeep. Replanting by additional agreement.

Destructive species abatement. I.e.; turtles, muskrats, etc.

Pump maintenance/replacement shall be the responsibility of City.

Monthly charge \$ 230.⁰⁰ x 8 months 2021
\$ 230.⁰⁰ x 8 months 2022
\$ 235.⁰⁰ x 8 months 2023

ADDENDUM #1 to the
City of Lake Geneva
Landscaping Maintenance Agreement Proposal
2021-2022-2023 Seasons

I hereby certify that all statements herein are made on behalf of Breezy Hill Nursery, Inc. (Name of Corporation, partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Name Mark Bodle
Signature [Signature]
Title: Account Manager - Landscape Maintenance
Email mbodle@breezyhillnursery.com Phone: (262) 945-7187

Name Brad Eppig Signature [Signature]
Title General Manager Email beppig@breezyhillnursery.com

IN WITNESS WHEREOF, the said Contractor has caused these presents to be signed by [Signature] its president or authorized officer, and countersigned by [Signature] its secretary, and the City of Lake Geneva has caused these present to be executed in its behalf by the Mayor and City Clerk of said City, the day and year first written.

Dated: _____

Mayor of City of Lake Geneva; _____

City Clerk _____



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: September 16, 2020
 I.D.: 3170-09-00/20/70
 Road Name: STH 50
 Limits: FOREST ST TO GRAND GEVEVA WAY
 County: Walworth
 Roadway Length: 2.53 Miles

The signatory City of Lake Geneva, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of Connecting Highway

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 472,000	\$ 354,000	75%	\$ 118,000	25%
Real Estate Acquisition: Acquisition		\$ -	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	1	\$ -	100%	\$ -	0%
Parking (angled)	\$ -	\$ -	0%	\$ -	100%
Non-Participating		\$ -	0%	\$ -	100%

Total Cost Distribution \$ **472,000** \$ **354,000** \$ **118,000**

* See Item 9 Basis for local participation in Terms and Conditions plans are complete.

1 This agreement is an active agreement that will need to be amended as the project is designed as some issues have not fully been evaluated.

A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way or participate in construction of a project that merits local involvement

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or

terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Lake Geneva (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (d) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (e) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (f) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (g) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (h) Replacement of existing driveways, in kind, necessitated by the project.
 - (i) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) Roadway and Bridge width in excess of standards.
 - (e) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (i) Conditioning, if required and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions(CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (g) Maintain all Community Sensitive Solutions(CSS) and/or enhancement funded items.
 - (h) Coordinate with the state on changes to highway access within the project limits.
 - (i) Assume general responsibility for all public information and public relations for the project and to make

fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.

(a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal

[END]

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 09/18/2020,09/25/2020,09/30/2020

Check.Type = {<->} "Adjustment"

Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
09/18/2020	74458	5594	AMERICAN GHOST WALKS	225.00
09/18/2020	74459	5770	AT & T TELECONFERENCE SERVICES	55.96
09/18/2020	74460	2108	AT&T LONG DISTANCE	188.62
09/18/2020	74461	2138	BAKER & TAYLOR	10,294.53
09/18/2020	74462	2289	CINTAS FIRE PROTECTION	789.31
09/18/2020	74463	2294	CITY OF BURLINGTON	250.00
09/18/2020	74464	5839	COLE, ALISHA	779.75
09/18/2020	74465	2424	DUNN LUMBER	16.58
09/18/2020	74466	5859	EDMONDS, MICHAEL	150.00
09/18/2020	74467	2474	EWALD HARTFORD LLC	72,042.00
09/18/2020	74468	5860	KOTHRAD, KEVIN	250.00
09/18/2020	74469	2977	MIDWEST TAPE	88.40
09/18/2020	74470	5863	MURPHY, MARYELLEN	1,000.00
09/18/2020	74471	3062	NORTHWIND PERENNIAL FARM	425.00
09/18/2020	74472	5861	PARANORMAL INVESTIGATORS OF MILWAUKEE	250.00
09/18/2020	74473	5858	PARI, DUSTIN	500.00
09/18/2020	74474	241	REGISTRATION FEE TRUST	339.00
09/18/2020	74475	3233	RHYME BUSINESS PRODUCTS	518.05
09/18/2020	74476	3001	SECURIAN FINANCIAL GROUP	2,475.69
09/18/2020	74477	4918	TIME WARNER CABLE	104.98
09/18/2020	74478	5001	VERIZON WIRELESS	1,184.67
09/18/2020	74479	5071	WE ENERGIES	438.07
09/18/2020	74480	5862	WI LIGHTENING ATHLETICS	3,000.00
09/18/2020	74481	5336	WT COX INFORMATION SERVICES	810.69
09/25/2020	74506	2056	AMAZON	3,188.55
09/25/2020	74507	2104	AT&T	2,963.78
09/25/2020	74508	5868	BASIL, MARK	19.20
09/25/2020	74509	5870	BATES, JEREMEY	1,000.00
09/25/2020	74510	5865	GOETZ, CHRIS	702.37
09/25/2020	74511	3199	R&R INSURANCE SERVICES INC	125,965.00
09/25/2020	74512	5866	RICE, JAMES J	300.00
09/25/2020	74513	4915	TIETZ, KATIE	1,933.68
09/25/2020	74514	4918	TIME WARNER CABLE	214.98
09/25/2020	74515	4718	TOWN OF GENEVA MUNICIPAL COURT	124.00
09/25/2020	74516	4973	US BANK	1,704.83
09/25/2020	74517	4975	US CELLULAR	801.66
09/25/2020	74518	4602	VEOLIA ENVIRONMENTAL SERVICE	81.10
09/25/2020	74519	5071	WE ENERGIES	296.00
09/30/2020	74520	2046	ALLIANT ENERGY	64.00
09/30/2020	74521	2104	AT&T	571.19
09/30/2020	74522	5709	FEH DESIGN	1,982.50
09/30/2020	74523	2613	GREAT AMERICA FINANCIAL SERVICES	202.92
09/30/2020	74524	2670	HOME DEPOT CREDIT	549.65
09/30/2020	74525	5872	IMPERIAL SERVICE SYSTEMS INC	894.00
09/30/2020	74526	3159	PNC BANK	20,448.75
09/30/2020	74527	5326	STEPHANIE LYNN LAKE GENEVA LLC	5,332.00
09/30/2020	74528	5762	THE LAKE GENEVA ROTARY CLUB	65.00

Check Issue Date	Check Number	Vendor Number	Payee	Amount
09/30/2020	74529	4918	TIME WARNER CABLE	249.96
09/30/2020	74530	5001	VERIZON WIRELESS	586.78
Grand Totals:				<u>266,418.20</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-13910	57.28	.00	57.28
11-00-00-16250	63,356.50	.00	63,356.50
11-00-00-21100	220.34	143,337.04-	143,116.70-
11-00-00-21340	2,279.69	.00	2,279.69
11-10-00-51330	171.04	.00	171.04
11-10-00-55000	55.96	.00	55.96
11-10-10-55120	33,373.00	.00	33,373.00
11-10-10-55160	29,235.50	.00	29,235.50
11-12-00-24280	374.00	.00	374.00
11-12-00-52210	138.38	.00	138.38
11-16-10-52210	1,610.94	.00	1,610.94
11-16-10-52240	291.68	.00	291.68
11-21-00-46210	19.20	.00	19.20
11-21-00-51380	24.88	.00	24.88
11-21-00-52210	2,873.18	.00	2,873.18
11-21-00-53100	875.60	45.65-	829.95
11-21-00-53420	99.52	49.76-	49.76
11-21-00-53610	339.00	.00	339.00
11-21-00-53800	99.94	.00	99.94
11-21-00-53990	236.30	.00	236.30
11-21-00-54100	464.00	.00	464.00
11-21-00-54150	1,933.68	.00	1,933.68
11-22-00-52210	934.62	.00	934.62
11-22-00-52240	23.95	124.93-	100.98-
11-22-00-53400	202.92	.00	202.92
11-24-00-52620	68.75	.00	68.75
11-29-00-52210	38.01	.00	38.01
11-32-10-52210	366.57	.00	366.57
11-32-10-52240	118.93	.00	118.93
11-32-10-53510	2.57	.00	2.57
11-36-00-52970	81.10	.00	81.10
11-51-10-52240	23.80	.00	23.80
11-52-00-46740	3,000.00	.00	3,000.00
11-52-00-53400	467.99	.00	467.99
11-52-00-53620	79.09	.00	79.09
11-52-01-52240	19.47	.00	19.47
20-00-00-21100	.00	20,448.75-	20,448.75-
20-81-00-56580	20,448.75	.00	20,448.75
40-00-00-21100	517.88	4,276.38-	3,758.50-
40-54-10-52210	67.65	.00	67.65
40-55-10-23530	4,000.00	.00	4,000.00
40-55-10-46740	.00	517.88-	517.88-

GL Account	Debit	Credit	Proof
40-55-10-52210	117.25	.00	117.25
40-55-10-52240	59.75	.00	59.75
40-55-20-52210	31.73	.00	31.73
42-00-00-21100	.00	258.15-	258.15-
42-34-50-52210	258.15	.00	258.15
47-00-00-21100	.00	5,332.00-	5,332.00-
47-00-00-57210	2,666.00	.00	2,666.00
47-00-00-57212	2,666.00	.00	2,666.00
48-00-00-21100	.00	186.70-	186.70-
48-00-00-52210	97.28	.00	97.28
48-00-00-52220	64.00	.00	64.00
48-00-00-52240	25.42	.00	25.42
50-00-00-21100	.00	72,042.00-	72,042.00-
50-21-00-58000	72,042.00	.00	72,042.00
61-00-00-21100	.00	9.42-	9.42-
61-00-00-53110	2.66	.00	2.66
61-00-00-92630	6.76	.00	6.76
62-00-00-21100	.00	26.79-	26.79-
62-00-00-92100	8.59	.00	8.59
62-00-00-92630	18.20	.00	18.20
99-00-00-21100	1,088.11	22,327.30-	21,239.19-
99-00-00-52110	75.99	.00	75.99
99-00-00-52160	1,982.50	.00	1,982.50
99-00-00-52210	195.58	.00	195.58
99-00-00-52220	296.00	.00	296.00
99-00-00-53100	20.79	.00	20.79
99-00-00-53500	68.48	.00	68.48
99-00-00-53600	2,108.31	.00	2,108.31
99-00-00-54100	7,822.01	.49-	7,821.52
99-00-00-54110	2,767.78	.00	2,767.78
99-00-00-54120	1,948.42	1,082.78-	865.64
99-00-00-54140	2,058.58	4.84-	2,053.74
99-00-00-54150	2,352.46	.00	2,352.46
99-00-00-55000	83.75	.00	83.75
99-00-00-55120	28.60	.00	28.60
99-00-00-55320	518.05	.00	518.05
Grand Totals:	270,070.86	270,070.86-	.00

Dated: 10/6/2020

Mayor: Cherene Klein

City Council: Ken Howell

City Recorder: _____

Report Criteria:

Report type: Summary

[Report].Check Issue Date = 09/18/2020,09/25/2020,09/30/2020

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"L10092020","P10092020","P10092020A","P10092020B","F10092020","F10092020A","F10092020B","F10092020C","10092020","10092020A","10092020B"

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				
28779	08/03/2020	BIZ CARDS-GOORSKEY	11-22-00-53100 OFFICE SUPPLIES	15.00
Total A+ GRAPHICS & PRINTING:				15.00
ADVANCED DISPOSAL SERVICES				
A40000011630	08/31/2020	LANDFILL USE	11-36-00-52960 SOLID WASTE-STREET DEPT	441.88
A40000011675	09/15/2020	LANDFILL USE-BULK	11-36-00-52960 SOLID WASTE-STREET DEPT	485.08
Total ADVANCED DISPOSAL SERVICES:				926.96
AURORA HEALTH CARE				
706	09/15/2020	EMP CLINIC-AUG	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,700.00
718655	08/09/2020	PRE-EMPLOYMENT EXAMS	11-22-00-58400 PRE-EMPLOYMENT TESTING	629.00
Total AURORA HEALTH CARE:				3,329.00
BATTERIES PLUS LLC				
P29533414	08/03/2020	BATTERIES	11-21-00-53990 PD MISCELLANEOUS EXP	57.60
Total BATTERIES PLUS LLC:				57.60
BELLE CITY FIRE & SAFETY				
7617707	09/09/2020	SQD FIRE EXTINGUISHER REC	11-21-00-53420 PD SPECIAL EQUIPMENT	301.70
Total BELLE CITY FIRE & SAFETY:				301.70
BLUE CROSS BLUE SHIELD OF ILLINOIS				
19-43397	08/03/2020	OVERPAYMENT FEE-TROVATO	11-22-00-46240 FIRE/EMS BILLING REVENUE	865.00
Total BLUE CROSS BLUE SHIELD OF ILLINOIS:				865.00
BOUND TREE MEDICAL LLC				
83728219	08/10/2020	FILTERS-COVID	11-22-00-55000 COVID-19 EXPENDITURES	56.90
83728220	08/10/2020	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	213.98
83738760	08/18/2020	LARYNGOSCOPE,BLADES-COV	11-22-00-55000 COVID-19 EXPENDITURES	7,214.25
83740361	08/19/2020	PEDIATRIC BLADE-COVID	11-22-00-55000 COVID-19 EXPENDITURES	14.79
83745148	08/24/2020	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	69.98
83747170	08/25/2020	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	3,158.25
83753566	08/31/2020	EMS SUPPLIES-COVID	11-22-00-55000 COVID-19 EXPENDITURES	183.56
83759012	09/03/2020	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	237.83
Total BOUND TREE MEDICAL LLC:				11,149.54
BREWER, AMY S.				
RFD 9/17/20	09/17/2020	RFD-CIT #CN80F7HWT2	11-12-00-45100 COURT PENALTIES & FINES	98.80

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total BREWER, AMY S.:				98.80
BROCHOCKI, ELAINE				
19-137032	07/30/2020	OVERPAYMENT FEE-BROCHOC	11-22-00-46240 FIRE/EMS BILLING REVENUE	225.00
Total BROCHOCKI, ELAINE:				225.00
BUMPER TO BUMPER AUTO PARTS				
662-430814	09/10/2020	TRUFUEL 4 CYCLE	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	34.45
662-431215	09/21/2020	LIGHT BULB-SWEEPER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	8.69
662-431251	09/21/2020	OIL	11-21-00-53420 PD SPECIAL EQUIPMENT	22.17
Total BUMPER TO BUMPER AUTO PARTS:				65.31
CDW GOVERNMENT INC				
1558126	09/17/2020	(2) INSPECTION IPADS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	1,558.00
1937172	09/25/2020	EMAIL SERVER MIGRATION	11-21-00-53050 DATA PROCESSING	3,131.00
ZWQ6361	08/27/2020	PRINTER PAPER-SQUADS	11-21-00-53420 PD SPECIAL EQUIPMENT	75.62
Total CDW GOVERNMENT INC:				4,764.62
CES				
LKG/065837	09/21/2020	LIGHT BULBS-1070 LOT	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	187.92
Total CES:				187.92
CHINOS, JORGE				
REFD 9/24/20	09/25/2020	CHINOS-SEC DEP 9/24/20	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
REFD 9/24/20	09/25/2020	CHINOS-SEC GRD,SETUP-9/24/	40-55-10-46740 UPPER RIVIERA REVENUE	212.00
Total CHINOS, JORGE:				788.00
CITIES DIGITAL				
49812	09/28/2020	LASERFICHE SUPPORT-2021	11-00-00-16100 PREPAID EXPENSES	833.00
Total CITIES DIGITAL:				833.00
CLEAN AIR CONCEPTS				
PS120-1131	08/12/2020	TRANSMITTERS	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	639.51
SCM20-0069	08/12/2020	TRANSMITTERS-RETURN	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	639.51
Total CLEAN AIR CONCEPTS:				.00
COLLINS, JAMIE				
RFD 9/15/20	09/15/2020	PARKING TICKET REFUND	42-34-50-46320 PARKING TICKET PENALTIES	20.00
RFD 9/15/20	09/15/2020	PARKING TICKET REFUND	42-34-50-46340 PARKING STALL TICKETS	20.00
Total COLLINS, JAMIE:				40.00
COMPLETE OFFICE OF WISCONSIN				
762798	09/23/2020	REPORT COVERS	11-21-00-53100 PD OFFICE SUPPLIES	30.30
Total COMPLETE OFFICE OF WISCONSIN:				30.30
CRAIG D CHILDS, PHD SC				
2701	09/11/2020	NEW HIRE PSYCH EVAL	11-21-00-54110 PD APPLICATION PROCESS	500.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total CRAIG D CHILDS, PHD SC:				500.00
DATA EQUIPMENT SERVICES				
1428	05/18/2020	MODEM SVC-APR	42-34-50-54500 SUPPORT CONTRACTS	1,035.00
1451	06/15/2020	MODEM SVC-MAY	42-34-50-54500 SUPPORT CONTRACTS	1,035.00
1476	08/15/2020	MODEM SVC-BEACH	42-34-50-54500 SUPPORT CONTRACTS	60.00
1501	09/30/2020	MODEM SVC-BEACH	40-54-10-53400 LUKE/CALE OPERATING AND CC EXP	60.00
Total DATA EQUIPMENT SERVICES:				2,190.00
DINGES FIRE COMPANY				
12847	08/31/2020	DECON ITEMS,FILTERS-COVID	11-22-00-55000 COVID-19 EXPENDITURES	638.80
13031	09/08/2020	LED VEHICLE MOUNT SYSTEM	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	197.24
Total DINGES FIRE COMPANY:				836.04
DOWN TO EARTH CONTRACTORS INC				
7394	08/05/2020	WATER MAIN REPAIR	99-00-00-52500 LIBRARY BLDG REPAIR	2,762.72
Total DOWN TO EARTH CONTRACTORS INC:				2,762.72
DUNN LUMBER				
801794	08/31/2020	NUTS,BOLTS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	5.16
802386	09/08/2020	FUEL	11-22-00-53510 EQUIP MAINT SUPPLIES-FIRE DEPT	32.98
802387	09/08/2020	SOFTENER SALT	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	89.88
802686	09/11/2020	WOOD LATH-TREES	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	28.98
802692	09/11/2020	SHARPIE	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	3.99
802742	09/11/2020	SUPER GLUE	48-00-00-53400 CEM OPERATING SUPPLIES	5.99
802930	09/14/2020	NUTS,BOLTS-RETURN	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	3.87
802975	09/15/2020	GREASE GUN	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	184.99
803032	09/15/2020	CHAINSAW BAR	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	49.99
803048	09/15/2020	PAINT-WAGONS	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	14.97
803050	09/15/2020	PRIMER,GLUE	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	18.98
803087	09/16/2020	GREASE	11-32-10-53410 VEHICLE-FUEL & OIL	2.79
803144	09/16/2020	GREASE,CHLORINE	40-55-20-53550 FOUNTAIN MAINT EXP	40.90
803518	09/21/2020	TABLE TOP MAP REPAIR	42-34-50-52200 PARKING LOT PLANTING/MAINT	3.99
803550	09/21/2020	COTTON BOWL SWABS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	4.18
803550	09/21/2020	FILTERS	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	15.27
803564	09/22/2020	SAND MIX-STORM DRAIN REPA	43-32-10-17010 2020/2021 STREET IMP PROGRAM	29.96
803564	09/22/2020	GRINDER BLADE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	14.76
803565	09/22/2020	SAW BLADES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	24.99
803716	09/23/2020	EAR MUFF HEAR PROTECTOR	48-00-00-53400 CEM OPERATING SUPPLIES	53.97
803745	09/23/2020	NUTS,BOLTS-DUNN TABLE MAP	42-34-50-52500 KIOSK REPAIRS/SUPPLIES	.84
K03463	09/17/2020	FLYWHEEL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	82.65
Total DUNN LUMBER:				706.34
ELKHORN CHEMICAL CO INC				
623644-1	09/18/2020	GLOVES	11-32-10-55000 COVID-19 EXPENDITURES	119.60
625706	09/09/2020	MOP BUCKET WRINGER	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	69.48
Total ELKHORN CHEMICAL CO INC:				189.08
ELKHORN NAPA AUTO PARTS				
205428	09/09/2020	FILTERS-JD TRACTOR	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	38.26
206301	09/17/2020	OIL FILTERS-LEAF WAGON	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	52.51

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
206302	09/17/2020	PARTS-LEAF WAGON	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	94.32
206340	09/17/2020	BATTERY-MAIN LIFT	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	97.35
206714	09/21/2020	SHOP SUPPLIES	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	119.36
206837	09/22/2020	BATTERIES-LOADER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	242.42
206838	09/22/2020	BATTERY BOLTS-LOADER	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	13.74
Total ELKHORN NAPA AUTO PARTS:				657.96
EMERGENCY APPARATUS MAINT				
113399	08/13/2020	SQUAD REPAIR-#2861	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	2,065.97
Total EMERGENCY APPARATUS MAINT:				2,065.97
EMERGENCY COMMUNICATION SYS				
2880	08/09/2020	ANNUAL SIREN MAINT	11-29-00-52500 FIRE SIREN REPAIRS	2,752.58
3204	09/19/2020	ANNUAL TONADO SIREN MAINT	11-29-00-52100 SIREN REPAIRS	7,490.47
Total EMERGENCY COMMUNICATION SYS:				10,243.05
EMS MEDICAL BILLING ASSOCIATES				
AUG 2020	09/14/2020	COMMISSIONS-AUG	11-22-00-52140 OUTSIDE BILLING SERVICES	4,259.90
JUL 2020	08/20/2020	COMMISSIONS-JUL	11-22-00-52140 OUTSIDE BILLING SERVICES	2,621.58
Total EMS MEDICAL BILLING ASSOCIATES:				6,881.48
FIRST CARE TACTICAL LLC				
1273	09/05/2020	TREAT & GO KIT	11-29-00-54140 MEDICAL RESERVE CORPS	279.98
Total FIRST CARE TACTICAL LLC:				279.98
FORD OF LAKE GENEVA				
73373	08/21/2020	OIL CHANGE, TIRE MOUNT-#205	11-21-00-53610 PD EQUIP MAINT SERV COSTS	66.00
73411	08/25/2020	TIRE REPAIR-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	30.95
73603	09/12/2020	TIRE REPAIR-#204	11-21-00-53610 PD EQUIP MAINT SERV COSTS	30.95
Total FORD OF LAKE GENEVA:				127.90
GALLS LLC				
016352654	08/26/2020	UNIFORM-HINZPETER	11-21-00-51380 PD UNIFORM ALLOWANCE	35.93
Total GALLS LLC:				35.93
GAPPA SECURITY SOLUTIONS LLC				
21845	09/02/2020	DOOR LOCK PARTS	40-54-10-53520 BEACH MAINTENANCE SUPPLIES	117.50
Total GAPPA SECURITY SOLUTIONS LLC:				117.50
GENEVA LAKE MUSEUM				
2020 PYMT 2	10/01/2020	2020 PAYMENT 2 OF 2	11-51-10-57350 MUSEUM-OPERATIONS SUBSIDY	6,500.00
Total GENEVA LAKE MUSEUM:				6,500.00
GENEVA ONLINE INC				
1104661	10/01/2020	EMAIL SVC-OCT	11-12-00-52210 MUNICIPAL CT TELEPHONE	2.00
Total GENEVA ONLINE INC:				2.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
GIRAFFE ELECTRIC II INC				
S2604	09/08/2020	REWIRED GATE-GEN TO DOOR	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	207.50
Total GIRAFFE ELECTRIC II INC:				207.50
GRAINGER				
9661165861	09/22/2020	(12) FURNACE FILTERS	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	104.88
Total GRAINGER:				104.88
HARRISON, WILLIAMS & MCDONELL, LLP				
00118	09/01/2020	OUTSIDE ATTY FEES-CONFLIC	11-13-10-52140 OUTSIDE ATTORNEYS FEES	1,070.00
Total HARRISON, WILLIAMS & MCDONELL, LLP:				1,070.00
HENRY SCHEIN INC				
81453145	08/17/2020	LARYNGOSCOPE BLADE-COVI	11-22-00-55000 COVID-19 EXPENDITURES	7.70
82178441	08/31/2020	GLOVES,CLEANING SUPPLIES	11-22-00-55000 COVID-19 EXPENDITURES	332.56
Total HENRY SCHEIN INC:				340.26
HUMPHREYS CONTRACTING				
8/11/20	08/11/2020	WATER MAIN REPAIR	99-00-00-52500 LIBRARY BLDG REPAIR	2,092.19
Total HUMPHREYS CONTRACTING:				2,092.19
IDVILLE				
3683742	09/09/2020	BADGE CARD STOCK	11-21-00-53100 PD OFFICE SUPPLIES	40.45
Total IDVILLE:				40.45
ITU ABSORB TECH INC				
7550210	09/18/2020	MATS,RAGS,COVERALLS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	87.29
7550211	09/18/2020	MATS	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	83.36
Total ITU ABSORB TECH INC:				170.65
JAMES IMAGING SYSTEMS INC				
1018928	09/23/2020	TOSH ES3555C-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	204.19
1018929	09/23/2020	TOSH ES357-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	41.80
Total JAMES IMAGING SYSTEMS INC:				245.99
JERRY WILLKOMM INC				
397463	08/03/2020	DEF-DIESEL EQUIP	11-32-10-53410 VEHICLE-FUEL & OIL	1,014.20
Total JERRY WILLKOMM INC:				1,014.20
KAPUR & ASSOCIATES INC				
104313	09/16/2020	2021 LG STREETS PROGRAM	43-32-10-17010 2020/2021 STREET IMP PROGRAM	35,091.50
104328	09/16/2020	ENG SVCS-SUMMERHAVEN III	11-00-00-13910 A/R BILL OUTS	690.00
104329	09/16/2020	ENG SVCS-300 PELLER RD/BP	11-00-00-13910 A/R BILL OUTS	147.00
104330	09/16/2020	GIS REQUESTS	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	249.00
104331	09/16/2020	2020 LG PAVING PROGRAM	43-32-10-17010 2020/2021 STREET IMP PROGRAM	7,104.00
104332	09/16/2020	SCANNING FILES	11-24-00-53350 OTHER PROFESSIONAL FEES	3,510.00
609715	08/06/2020	EDWARDS/50	43-32-10-17010 2020/2021 STREET IMP PROGRAM	350.00
609718	08/06/2020	351 EDWARDS	43-32-10-17010 2020/2021 STREET IMP PROGRAM	395.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total KAPUR & ASSOCIATES INC:				47,536.50
KINSEY, MARIA				
20-24566	08/03/2020	OVERPAYMENT FEE-KINSEY	11-22-00-46240 FIRE/EMS BILLING REVENUE	116.87
Total KINSEY, MARIA:				116.87
LAKE GENEVA UTILITY				
15460	08/26/2020	WATER MAIN REPAIR	99-00-00-52500 LIBRARY BLDG REPAIR	228.70
308 GALLANT	09/14/2020	308 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
308 GALLANT	09/14/2020	308 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
313 GALLANT	09/05/2020	313 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
313 GALLANT	09/05/2020	313 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
315 GALLANT	09/14/2020	315 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
315 GALLANT	09/14/2020	315 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
319 GALLANT	09/16/2020	319 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
319 GALLANT	09/16/2020	319 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
354 BOWING	09/04/2020	354 BOWING WAY	45-00-00-24520 WATER IMPACT FEES	1,690.00
354 BOWING	09/04/2020	354 BOWING WAY	45-00-00-24530 SEWER IMPACT FEES	1,865.00
420 GALLANT	09/04/2020	420 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
420 GALLANT	09/04/2020	420 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				21,558.70
LANGE ENTERPRISES INC				
73916	09/15/2020	(2) WALK SIGNS-REPLACE	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	720.48
73928	09/16/2020	(16) "NO PARKING" SIGNS	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	288.00
Total LANGE ENTERPRISES INC:				1,008.48
LARRY'S TOWING & RECOVERY				
26541	09/17/2020	TOWING-ISUZU	11-34-10-52900 CAR TOWING	280.00
4768	09/11/2020	TOWING-DODGE PT CRUISER	11-34-10-52900 CAR TOWING	240.00
4862	09/17/2020	TOWING-CADILLAC	11-34-10-52900 CAR TOWING	390.00
4863	09/17/2020	TOWING-MERCEDES	11-34-10-52900 CAR TOWING	390.00
4864	09/17/2020	TOWING-MERCEDES	11-34-10-52900 CAR TOWING	390.00
Total LARRY'S TOWING & RECOVERY:				1,690.00
LASER ELECTRIC SUPPLY				
1478734-00	09/10/2020	EXIT LIGHTS	11-32-10-53500 BLDG MAINT SUPPLIES-STR DEPT	300.00
Total LASER ELECTRIC SUPPLY:				300.00
MARTIN GROUP				
1267484	09/21/2020	KONICA 20-SEP	11-21-00-55310 COPY MACHINE & SHREDDING SVC	20.09
Total MARTIN GROUP:				20.09
MERCY HEALTH SYSTEM				
400010070-9/9	09/20/2020	BLOOD DRAW	11-21-00-53800 PD SPECIAL INVESTIGATIONS	18.00
Total MERCY HEALTH SYSTEM:				18.00
MIDWEST DOOR COMPANY				
3464	08/26/2020	GARAGE DOOR REPAIR	11-21-00-53420 PD SPECIAL EQUIPMENT	75.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total MIDWEST DOOR COMPANY:				75.00
MIKES AUTO REPAIR INC				
55781	09/08/2020	OIL & FILTER CHANGE-EXPLOR	11-29-00-53610 EMER MGMT VEHICLE MAINT/SVC	168.34
Total MIKES AUTO REPAIR INC:				168.34
MILLER MOTOR SALES INC				
30346	08/27/2020	AC REPAIR-MED #3	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	1,056.40
Total MILLER MOTOR SALES INC:				1,056.40
MKCELLULAR INC				
MKCLGIN1593	09/21/2020	PHONE CASE,SCREEN	11-15-10-53990 ACCTG MISC EXPENSE	99.98
Total MKCELLULAR INC:				99.98
OFFICE DEPOT				
123016246001	09/20/2020	TONER	11-14-30-53100 CITY CLERK OFFICE SUPPLIES	89.98
123016246001	09/20/2020	ADDRESS LABELS	11-16-10-53100 CITY HALL OFFICE SUPPLIES	21.78
123016246001	09/20/2020	ADDRESS LABELS	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	21.78
Total OFFICE DEPOT:				133.54
OFFICE PRO INC				
0391294-001	06/19/2020	HAND SOAP	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	105.36
0395269-003	08/11/2020	HAND SOAP	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	263.48
0400973-001	09/24/2020	GARBAGE BAGS	11-52-00-53520 GROUNDS MAINT SUPPLIES	717.30
Total OFFICE PRO INC:				1,086.14
OTIS ELEVATOR COMPANY				
CMM17897001	09/22/2020	FIRE ALARM PANEL CHIP	50-00-00-58000 MISC/COMP EQUIP PURCHASES	1,282.50
Total OTIS ELEVATOR COMPANY:				1,282.50
PAL STEEL COMPANY INC				
15842	09/14/2020	16" PIPE-LEAF WAGON	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	81.50
Total PAL STEEL COMPANY INC:				81.50
PATS SERVICES INC				
A-202644	09/04/2020	PORT A POTTY SVC-AUG	48-00-00-52260 CEM WATER/SEWER EXP	220.00
Total PATS SERVICES INC:				220.00
POMP'S TIRE SERVICE INC				
60219638	08/28/2020	TIRES-BRUSH TRK #30	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	1,100.00
Total POMP'S TIRE SERVICE INC:				1,100.00
PROVEN POWER INC				
02-345883	09/10/2020	DRIVE REPAIR	11-52-00-52500 EQUIPMENT REPAIR SERVICES	1,049.01
Total PROVEN POWER INC:				1,049.01

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
QUILL CORPORATION				
10011447	08/28/2020	CLOREX WIPES-FRONT COUNT	11-10-00-55000 COVID-19 EXPENDITURES	23.16
10209587	09/04/2020	CLOREX WIPES-COVID	11-21-00-55000 COVID-19 EXPENDITURES	17.56
10249654	09/08/2020	COPY PAPER,TONER	11-21-00-53100 PD OFFICE SUPPLIES	214.39
10605588	09/18/2020	OFFICE SUPPLIES	11-21-00-53100 PD OFFICE SUPPLIES	39.99
10781615	09/24/2020	CLOREX WIPES-COVID	11-21-00-55000 COVID-19 EXPENDITURES	15.93
Total QUILL CORPORATION:				311.03
ROTE OIL COMPANY				
2024800614	09/04/2020	267.4 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	483.73
2026200405	09/18/2020	234.7 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	340.07
2026200406	09/18/2020	340.7 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	599.29
Total ROTE OIL COMPANY:				1,423.09
SALAMANDER TECHNOLOGIES INC				
16176	08/07/2020	ID CARD-SUBSCR RENEWAL	11-29-00-53990 EMER MGMT MISC EXP	500.00
Total SALAMANDER TECHNOLOGIES INC:				500.00
SHADE TREE WINDOW TINTING				
176503	08/26/2020	GARAGE WINDOW TINT	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	1,300.00
Total SHADE TREE WINDOW TINTING:				1,300.00
SROKA, MACIEJ				
RFD 9/4/20	09/04/2020	REFUND BOND-CN80F3STG8	11-12-00-45100 COURT PENALTIES & FINES	489.40
Total SROKA, MACIEJ:				489.40
STANARD & ASSOCIATES INC				
SA000044920	09/24/2020	FRONT OFFICE HIRING	11-21-00-54110 PD APPLICATION PROCESS	422.50
Total STANARD & ASSOCIATES INC:				422.50
STATE OF WISCONSIN				
INV 64-246 9/2	09/30/2020	COURT FINES-SEP 2020	11-12-00-24240 COURT FINES-STATE	3,917.25
Total STATE OF WISCONSIN:				3,917.25
SWITS LTD				
16680	09/24/2020	INTERPRETING SVCS	11-21-00-51400 PD INTERPRETERS FEES	210.00
Total SWITS LTD:				210.00
SWWBIA C/O JIM DELUCA				
2020 CONF	09/21/2020	SWWBIA-CODE UPDATE CONF	11-24-00-53320 CONFERENCES & SCHOOL	395.00
Total SWWBIA C/O JIM DELUCA:				395.00
SYSTEMS DESIGN				
19384	09/01/2020	IRRIGATION REPAIRS-RIV	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	154.76
19425	09/14/2020	IRRIGATION START UP-CH	11-52-00-52410 BLDG MAINT&REPAIR-PARKS	1,554.11
Total SYSTEMS DESIGN:				1,708.87

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TETRA PAK INC.				
10/1/20	10/01/2020	SEC DEPO-TETRA PAK 12/11/20	40-55-10-23530 SECURITY DEPOSITS-UPPER RIV	1,000.00
Total TETRA PAK INC.:				1,000.00
TOM DEBAERE				
REIMB 9/16	09/16/2020	VINEGAR-REIMB	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	3.98
Total TOM DEBAERE:				3.98
TOP PACK DEFENSE LLC				
4680	08/31/2020	INITIAL ISSUE-RODRIGUEZ	11-21-00-51380 PD UNIFORM ALLOWANCE	506.80
4750	09/01/2020	HOLSTERS-TRAINING GUNS	11-21-00-54100 PD TRAINING EXPENSES	441.45
4751	09/15/2020	UNIFORM-SPRINGHORN	11-21-00-51380 PD UNIFORM ALLOWANCE	322.00
4752	09/15/2020	SWAT GEAR-MCNEIL	11-21-00-53420 PD SPECIAL EQUIPMENT	110.69
4753	09/15/2020	UNIFORM-MCNEIL	11-21-00-51380 PD UNIFORM ALLOWANCE	188.00
Total TOP PACK DEFENSE LLC:				1,568.94
TOTAL PARKING SOLUTIONS INC				
105069	09/17/2010	(3) COMPACT KEY	42-34-50-53990 PARKING MISC EXPENSES	96.00
105070	09/17/2020	KIOSK REPAIR	42-34-50-52500 KIOSK REPAIRS/SUPPLIES	1,836.00
105096	09/17/2020	CMS MONITORING-OCT	42-34-50-54500 SUPPORT CONTRACTS	3,250.00
TOTAL PARKING SOLUTIONS INC:				5,182.00
TRANS UNION LLC				
08017509	08/27/2020	BACKGROUND CHECKS	11-21-00-54110 PD APPLICATION PROCESS	62.88
09017478	09/27/2020	BACKGROUND CHECKS	11-21-00-54110 PD APPLICATION PROCESS	62.88
Total TRANS UNION LLC:				125.76
TRITECH FORENSICS INC				
319697	09/15/2020	EVIDENCE COLLECTION	11-21-00-53800 PD SPECIAL INVESTIGATIONS	301.51
Total TRITECH FORENSICS INC:				301.51
TRUGREEN PROCESSING CTR				
128015050	08/31/2020	TURF TREATMENT-CITY HALL	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	59.86
Total TRUGREEN PROCESSING CTR:				59.86
UNIQUE				
594382	04/01/2020	COLLECTION FEES	99-00-00-55100 LIBRARY SIRSI	8.95
Total UNIQUE:				8.95
UNITED LABORATORIES				
INV298300	09/16/2020	SALT-SNOW EQUIP	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	1,218.00
Total UNITED LABORATORIES:				1,218.00
UNITED PUBLIC SAFETY INC				
OL0254620	10/01/2020	AUTO OWNER LOOKUPS-SEP 2	42-34-50-54500 SUPPORT CONTRACTS	427.50
Total UNITED PUBLIC SAFETY INC:				427.50

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
VANDEWALLE & ASSOCIATES INC				
202009043	09/18/2020	PLANNING SVCS-AUG	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	1,314.64
202009043	09/18/2020	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	437.50
Total VANDEWALLE & ASSOCIATES INC:				1,752.14
VILLAGE OF GENOA CITY				
277	09/18/2020	BEACH TESTING-AUG	40-54-10-53620 BEACH MAINTENANCE SERVICE COS	375.00
Total VILLAGE OF GENOA CITY:				375.00
WALWORTH COUNTY SHERIFF				
SEPT 2020	09/10/2020	RANGE USE FEES-2020	11-21-00-54100 PD TRAINING EXPENSES	150.00
Total WALWORTH COUNTY SHERIFF:				150.00
WALWORTH COUNTY TREASURER				
INV 64-246 9/2	09/30/2020	COURT FINES-SEP 2020	11-12-00-24200 COURT FINES-COUNTY	1,401.00
Total WALWORTH COUNTY TREASURER:				1,401.00
WELDERS SUPPLY CO				
10161457	08/31/2020	TORCH KIT,WORKBENCH	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	273.89
10164229	09/10/2020	OXYGEN,PROPANE-SHOP	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	72.81
Total WELDERS SUPPLY CO:				346.70
WHITEWATER LIMESTONE				
19705	09/08/2020	CEMETRY STONES	43-32-10-17010 2020/2021 STREET IMP PROGRAM	341.37
Total WHITEWATER LIMESTONE:				341.37
WINDY CITY LINEN				
178337-1	09/14/2020	LINEN-CHINO WEDDING 9/24/20	40-55-10-46760 UPPER RIVIERA MISC REVENUE	362.80
Total WINDY CITY LINEN:				362.80
WINTERGREEN RESORT				
2020 CONF	09/21/2020	SWWBIA 2020 CONF LODGING	11-24-00-53320 CONFERENCES & SCHOOL	246.00
Total WINTERGREEN RESORT:				246.00
WISHING WELL FLORIST				
009642	08/27/2020	FLOWERS-OFC KURKPATRICK	11-21-00-53990 PD MISCELLANEOUS EXP	90.00
Total WISHING WELL FLORIST:				90.00
WORD SYSTEMS INC				
IN29321	07/31/2020	ANNUAL CONTRACT-DICTAPHO	11-21-00-53050 DATA PROCESSING	1,894.60
Total WORD SYSTEMS INC:				1,894.60
Grand Totals:				169,194.12

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
----------------	--------------	-------------	----------------------	--------------------

Dated: 10/6/2020

Mayor: Charles Klein

City Council: Ken Howard

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"L10092020","P10092020","P10092020A","P10092020B","F10092020","F10092020A","F10092020B","F10092020C","10092020","10092020A",
"10092020B"

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

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



OFFICE OF THE CITY ZONING ADMINISTRATOR & BUILDING INSPECTOR

FRED WALLING
626 Geneva Street
Lake Geneva, WI 53147
262.248.3911 • bzadmin@cityoflakegeneva.com

Date: October 1, 2020
To: Lake Geneva Common Council
From: Fred Walling, Zoning Administrator & Building Inspector
Re: Summerhaven Phase III PIP

Common Council Members;

A request from the Common Council meeting held on September 28th wishing to have further clarification on items the Phase III request for Summerhaven specific to the development.

1. Wells St. sidewalk repair at the Construction Vehicle Access:
 - a. The developer has identified this will be replaced and repaired in the spring when the construction access is removed and the second lift of pavement has been installed in the phase II completion. The last 2 homes in phase II are under construction at this time and the construction vehicles are still utilizing this access.
2. Sidewalks 66.11(4)(g) of the municipal code:
 - a. Sidewalks. Sidewalks shall be installed by the subdivider in accordance with city standards in business or manufacturing subdivisions and **when required by the city council**, in residential subdivisions or arrangements made by the subdivider for completion of such improvement in accordance with other applicable ordinances of the city. When sidewalks are required in residential subdivisions they shall be not less than four feet wide in minor or cul-de-sac streets and not less than five feet in collector streets or thoroughfares.
 - b. Note - This is a private subdivision; the earlier phases did not require sidewalks and for the most part this side of the City currently don't have sidewalks.
3. Summerhaven to Oakwood Lane access:
 - a. The question of the access between lots 5 & 6 to Oakwood Ln. was identified as a utility easement only - not for public improvements and access.
 - b. The road ROW was dissolved years prior.
4. Engineering: 66-11(C)(3) of the municipal code Determination of Adequacy of public facilities and services.

- a. The City Engineer identified and accepted the adequacy of public facilities and service for Phase III.
- b. The city engineer and public works committee recommend to the plan commission and the common council that **adequate facilities are available to insure the proper storm water management.**
- c. The location for the storm water management ponds is on the low end of the development therefore the logical location to capture/detain storm waters.

Thank you,

Fred Walling
Lake Geneva Building and Zoning Administrator
bzadmin@cityoflakegeneva.com



RESOLUTION OF THE COMMON COUNCIL

Resolution authorizing the issuance of the Precise Implementation Plan (PIP) filed by McMurr II, LLC. 351 Hubbard, Suite 610, Chicago, IL 60654. for a request to construct 23 Single Family Homes to the property located at Summerhaven Subdivision Phase III. located in the Planned Development (PD) zoning district. Tax Key Nos. ZSUM00002 & ZA75400001.

Committee:	Plan Commission approved September 21, 2020		
Fiscal Impact:	N/A		
File Number:	20-R67	Date:	September 28, 2020

WHEREAS, the City Plan Commission has considered the application of, McMurr II, LLC. 351 Hubbard, Suite 610, Chicago, IL 60654. For a request to construct 23 Single Family Homes to the property located at Summerhaven Subdivision Phase III. Located in the Planned Development (PD) zoning district, Tax Key Nos. ZSUM00002 & ZA75400001.

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on September 10, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to construct 23 Single Family Homes to the property located at Summerhaven Subdivision Phase III. Located in the Planned Development (PD) zoning district.

Tax Key Nos. ZSUM00002 & ZA7540001

to include all affirmative findings of fact and note staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 28th day of September, 2020.

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

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

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: September 21, 2020

Agenda Item: 8

Applicant:

Dan Mclean
d.b.a. McMurr III LLC.
351 W. Hubbard Suite 610
Chicago IL 60654

Request:

Summerhaven Subdivision Phase III
Precise Implementation Plan (PIP)
Planned Development (PD)
Tax Key No. ZSUM00002

Description:

The applicant is submitting a proposal for the Precise Implementation Plan (PIP) request that will allow for the development of Phase III and the construction of 23 single family residences located in the Planned Development (PD) zoning district.

Project Details from (PIP) 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 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 PIPs; 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:
- a. In general, the proposed 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.
 - b. Specific to this site, the proposed 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.

- c. The proposed 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.
 - d. The proposed PIP 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 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.
 - f. The potential public benefits of the proposed 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:
- a. In general, the proposed 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.
 - b. Specific to this site, the proposed 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.
 - c. The proposed 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.
 - d. The proposed 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.
 - e. The proposed 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.

- f. The potential public benefits of the proposed 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):

1. Staff recommends that the Plan Commission recommend approval of the proposed 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.

APPLICATION FOR PRECISE IMPLEMENTATION PLAN OR AMENDMENT

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):
Summerhaven of Lake Geneva II - Phase III - See attached Narrative Exhibit A incorporated herein.

Name and Address of Current Owner:

McMurr II, LLC, 351 W. Hubbard, Suite 610, Chicago, IL 60654, Attn: Murray S. Peretz

Telephone No. with area code & Email of Current Owner: 312-527-3600 X 1;
dem@mclcompanies.com

Name and Address of Applicant: Same as Owner.

Telephone No. with area code & Email of Applicant: _____

Proposed Use: See attached Summerhaven Phase III - Narrative to PIP Application incorporated herein.

Zoning District in which land is located: Planned Development - General Development Plan

Names and Addresses of architect, professional engineer and contractor of project:

FARRIS, HANSEN & ASSOCIATES, INC., 7 Ridgway Court, Elkhorn, WI 53121

Short statement describing activities to take place on site:

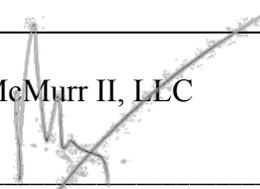
See Narrative.

PIP fee \$400.00, payable upon filing application. McMurr II, LLC

12/5/2019

October, 2019.

Date

By: 

Signature of Applicant - Murray S. Peretz,
Its Manager

APPLICATION SUBMITTAL REQUIREMENTS
PD STEP 4: PRECISE IMPLEMENTATION PLAN (PIP)

Prior to submitting the 20 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. After the effective date of the rezoning to PD/GDP, the Applicant may file an application for the proposed PIP with the Plan Commission. This submittal packet shall contain the following items, prior to its acceptance by the Zoning Administrator and placing the item on the Plan Commission agenda for PIP review.

_____ (1) **A location map** of the subject property and its vicinity at 11" x 17", as depicted on a copy of the City of Lake Geneva Land Use Plan Map;

_____ (2) **A map of the subject property** for which the PD is proposed:

_____ Showing all lands within 300 feet of the boundaries of the subject property;

_____ Referenced to a list of the names and addresses of the owners of all lands on said map as the same 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 clearly reproducible with a photocopier;

_____ Map size of 11" by 17" and map scale not less than one inch equals 800 feet;

_____ All lot dimensions of the subject property provided;

_____ Graphic scale and north arrow provided.

_____ (3) **A general written description** of proposed PIP including:

_____ Specific project themes and images;

_____ The specific mix of dwelling unit types and/or land uses;

_____ Specific residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;

_____ The specific treatment of natural features;

_____ The specific relationship to nearby properties and public streets.

_____ A Statement of Rationale as to why PD zoning is proposed identifying perceived barriers in the form of requirements of standard zoning districts and opportunities for community betterment through the proposed PD zoning.

_____ A complete list of zoning standards which will not be met by the proposed PIP and the location(s) in which they apply and a complete list of zoning standards which will be more than met by the proposed PIP and the location(s) in which they apply shall be identified. Essentially, the purpose of this listing shall

be to provide the Plan Commission with information necessary to determine the relative merits of the project in regard to private benefit versus public benefit, and in regard to the mitigation of potential adverse impacts created by design flexibility.

_____ (4) **A Precise Implementation Plan Drawing** at a minimum scale of 1"=100' (and reduced to 11" x 17") of the proposed project showing at least the following information in sufficient detail: *(See following page)*

_____ A PIP site plan conforming to all requirements of Section 98-908(3). If the proposed PD is a group development (per Section 98-208) also provide a proposed preliminary plat or conceptual plat;

_____ Location of recreational and open space areas and facilities specifically describing those that are to be reserved or dedicated for public acquisition and use;

_____ Statistical data on minimum lot sizes in the development, the precise areas of all development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or City Council; and

_____ Notations relating the written information (3), above to specific areas on the GDP Drawing.

_____ (5) **A Property Site Plan drawing which includes:**

_____ A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;

_____ The date of the original plan and the latest date of revision to the plan;

_____ A north arrow and a graphic scale (not smaller than one inch equals 100 feet);

_____ A reduction of the drawing at 11" x 17";

_____ A legal description of the subject property;

_____ All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;

_____ All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;

_____ All required building setback lines;

_____ All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;

_____ The location and dimension (cross-section and entry throat) of all access points onto public streets;

_____ The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;

- _____ The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;
- _____ The location of all outdoor storage areas and the design of all screening devices;
- _____ The location, type, height, size and lighting of all signage on the subject property to include a photometric plan;
- _____ The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property – including the clear demonstration of compliance with Section 98-707;
- _____ All engineering requirements for utilities, site designs, etc;
- _____ The location and type of any permanently protected green space areas;
- _____ The location of existing and proposed drainage facilities for storm water;
- _____ In the legend, data for the subject property on:
 - _____ Lot Area;
 - _____ Floor Area;
 - _____ Floor Area Ratio (b/a);
 - _____ Impervious Surface Area;
 - _____ Impervious Surface Ratio (d/a);
 - _____ Building Height.

- _____ (6) **A landscaping plan for subject property**, specifying the location, species, and installed size of all trees and shrubs. Include a chart which provides a cumulative total for each species, type and required location (foundation, yard, street, paved area or bufferyard) of all trees and shrubs.
- _____ (7) **A series of building elevations** for the entire exterior of all buildings in the PD, including detailed notes as to the materials and colors proposed.
- _____ (8) **A general signage plan** including all project identification signs, concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles), and group development signage themes which are proposed to vary from City standards or common practices.
- _____ (9) **A general outline of the intended organizational structure** for a property owners association, if any; deed restrictions and provisions for private provision of common services, if any.
- _____ (10) **A written description** which demonstrates the full consistency of the proposed PIP with the approved GDP.
- _____ (11) **A written description** of any and all variations between the requirements of the applicable PD/GDP zoning district and the proposed PIP development; and,

- _____ (12) **Proof of financing capability** pertaining to construction and maintenance and operation of public works elements of the proposed development.

FINAL APPLICATION PACKET INFORMATION
PD STEP 4: PRECISE IMPLEMENTATION PLAN (PIP)

The process for review and approval of the PD shall be identical to that for conditional use permits per Section 98-905 of the Zoning Ordinance and (if land is to be divided) to that for preliminary and final plats of subdivision per the Municipal Code. All portions of an approved PD/PIP not fully developed within five years of final City Council approval shall expire, and no additional PD-based development shall be permitted. The City Council may extend this five years period by up to five additional years via a majority vote following a public hearing.

- _____ **Receipt of 5 full scale copies in blueline or blackline 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:** _____

Development Review Committee (DRC) Application

Complete as much detailed information as possible to allow for a comprehensive departmental review prior to a Development Review Committee meeting. This application must be returned to the Building Inspector, with all conceptual plans, designs and other information prior to the scheduling a DRC meeting.

Applicant Information

Property Address _____

Applicant name _____

Applicant email _____ Phone Number _____

Architect/Contractor/Designer Name _____

Architect/Contractor/Designer Email _____ Phone Number _____

Type of Construction: New _____ Addition _____ Remodel _____

Type of Development: Single-family _____ Multi-family _____ Commercial _____ Industrial _____

Type of Business _____

Engineering

Site Plans should include the following: Project title and owner's/developer's name and address noted, architect's and/or engineer's name and address noted, property boundaries and dimensions, abutting property zoning classifications, general description of building materials, façade and roof detail, setback lines indicated, easements for access, if any, 100-year floodplain identification, existing and proposed topography shown at a contour interval of one foot, indicating proposed grade and location of improvements, signage and outdoor lighting, number of parking spaces provided, type, size and location of all structures with all building dimensions shown, location of existing and general location of proposed sanitary sewers, storm sewers, water-mains, and any proposed stormwater management facilities, location, extent and type of proposed landscaping and landscaping plantings and buffers to adjacent property, including fencing or other screening, location of pedestrian sidewalks and walkways, graphic outline of any development staging that is planned, driveway locations and sizes, handicap accessibility, environmental concerns (odor, smoke, noise, graphic scale and north arrow.

- Storm water management provisions provided? YES / NO
 - As-built/certification notification
- Erosion control plan provided? YES / NO
- Wetlands, floodplains, environmental corridors, groundwater Identified. YES / NO
- Utility Plans Provided
 - Watermain
 - Sanitary Sewer
 - Storm Water
- Is a Land Division required? YES / NO
- Access points and dimensions shown? YES / NO
 - WISDOT Right-of-way?
 - County Right-of-way?

- Estimated Traffic impacts _____
 - Traffic Study Required YES/NO
 - Traffic Control Plan Required YES/NO
 - Will construction affect street parking or intersections? YES / NO
- Paving Materials, Typical Sections? YES / NO
- WDNR Notice of Intent required? (Land disturbance more than 1 acre)? YES / NO
- Watermain extension required? YES / NO
- Sanitary sewer extension required? YES / NO
- SEWRPC Service Area Amendment needed? YES / NO
- Is a Chapter 30 Permit (wetland/waterway) required? YES / NO
- Proposed building/expansion dimensions _____
- Will there be signage? YES / NO type (mounted, freestanding) _____
- Exterior lighting plans? YES / NO
- What kind of noise or level of noise will the business have? _____
- Detailed property Site Plan? YES / NO Date of Plan: _____
- Green Space Calculations (Existing vs. Proposed) YES / NO
- Are landscape plans provided? YES / NO
- Is a Land Division required? YES / NO

Water/Sewer Utilities

If an existing structure please circle the following:

- Will existing sewer & water connections be used? YES / NO
- Will your project require the installation of a grease interceptor? YES / NO

If the development is Commercial or Industrial, please provide the following:

- Water service size requirement _____
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms _____
- Brief description of process (if Industrial) _____

If the development is a multi-family dwelling, please provide the following:

- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____

**SUMMERHAVEN
OF
LAKE GENEVA PHASE III**

**PLANNED DEVELOPMENT –
PRECISE IMPLEMENTATION PLAN
Applicant: McMurr II, LLC,
an Illinois limited liability company**

May 8, 2020

**SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN
NARRATIVE**

PRECISE IMPLEMENTATION PLAN INTRODUCTION:

McMurr II, LLC, an Illinois limited liability company (“McMurr II”), is the Successor Declarant of the Summerhaven development (“Summerhaven”), and the owner of all the lands composing the third phase of Summerhaven, more particularly described in the attached Exhibit A incorporated herein (sometimes, “Phase III,” or “Site”). McMurr II has promoted considerable single-family construction in Summerhaven, by clearing it of piles of broken asphalt, restoring the capacity of the storm water management ponds, altering the storm water drainage to prevent the flooding of neighboring property, paving a private drive to Lake Geneva Boulevard for emergency vehicles, and selling most of its units in the first phase of Summerhaven, approximately 8.04 acres (“Phase I”). McMurr II has rezoned the second phase of Summerhaven, approximately 1.75 acres (“Phase II”), as PD, Planned Development Zoning District – Precise Implementation Plan, and platted it with four site condominium units, designating Phase III as expansion area for up to 23 additional site condominium units, and has rezoned Phase III to PD, Planned Development Zoning District – General Development Plan. Both Phase II and Phase III use the TR-6, Two-family Zoning District, as the base district.

Phase I is under condominium ownership, subject to the Declaration of Condominium and the Plat of Condominium of Summerhaven of Lake Geneva Condominium, as amended by recorded amendments and addenda thereto (collectively, “Summerhaven of Lake Geneva Condominium”). McMurr II has installed and repaired the incomplete public and private infrastructure for the balance of Phase I, agreed to repair a sanitary sewer service lateral partially obstructing the sanitary sewer main in Phase I and to seal 17 unused sanitary sewer service laterals that access such sanitary sewer main, constructed the pool promised by the original developer of Summerhaven, as well as a pool house, and installed the final lift of asphalt for the Phase I private streets.

The public infrastructure (e.g., municipal water and sanitary sewer mains) and the private infrastructure (e.g., storm water management system, force main sewer, private streets, and public utilities) for Summerhaven have been designed and installed with sufficient capacity to accommodate not only the 37 units originally approved for Phase I, now reduced to 28 dwelling units, but also to accommodate an additional 47 units originally approved for Phase II and Phase III, now reduced to not more than a total of 27 single-family units in the two phases.

To restore the original vision for Summerhaven, to broaden the base of financial support for Summerhaven’s extensive private infrastructure, including, without limitation, the streets, the storm water management facilities, the pool and the pool house, and to provide quality infill development, McMurr II proposes this PD, Planned Development Zoning District - Precise Implementation Plan, for Phase III (“PIP”).

The ten-year period during which Phase II and Phase III could be added to the Summerhaven of Lake Geneva Condominium as expansion units under the Wisconsin Condominium Ownership Act has expired.

Phase II is under condominium ownership, pursuant to a recorded Declaration of Condominium and Plat of Condominium of Summerhaven of Lake Geneva II, consisting of four (4) platted single-family site condominium units in Phase II, with Phase III designated as Expansion Area for up to 23 additional single-family site condominium units. Contemporaneously with this PIP application, McMurr II has filed with the City an Application for Land Division Review for a First Amendment to Declaration of Condominium for Phase III to the recorded declaration (“First Amendment to Declaration”) and an Addendum No. 1 to Plat of Condominium to the recorded plat (“Addendum No. 1”) to add and plat the expansion area Phase III units and an adjacent 66-foot-wide private drive to serve as part of the access for Phase III to Lake Geneva Boulevard.

McMurr II, through Summerhaven II Condominium Owners Association, Inc., has entered into a Cross-Easement & Cost-Sharing Agreement with Summerhaven Condominium Owners Association, Inc., recorded in the office of the Walworth County Register of Deeds on November 14, 2019, as Document Number 998242 (“Easement Agreement”), to share the use of and the cost to maintain, repair and replace the private streets, the storm water management facilities, the pool and pool house, and other common amenities and private infrastructure used by both condominiums.

All storm water from the western portion of Phase III, including from the cul-de-sac at the west terminus of Evan Drive, will drain into the drainage basins near the west boundary of Phase III and from them into the large shared drainage basin in Phase I. No storm water from Phase III will drain onto properties to the north or west of the western portion of Phase III.

With respect to storm water from Phase I, it is McMurr’s understanding that the storm water management system was designed by the former City Engineer and that the grading within Phase I, particularly along its western boundary, has been done in accordance with the grading plan for Phase I and the subsequent grading plan for each unit of Phase I approved by the City.

The properties surrounding Phase III are zoned PB, Planned Business Zoning District, principally along Wells Street, and PD-PIP (i.e., Phase I and Phase II), to the north and east; MR-8, Multi-family Residential-8 Zoning District, to the west; and SR-4, Single-family Residential-4 Zoning District, to the south. The single-family use and the proposed density should fit well with the neighboring properties.

PRECISE IMPLEMENTATION PLAN REQUIREMENTS:

1. Location Map: *See the Location Map, showing the location of Phase III on the City’s Land Use Plan Map, attached as Exhibit B and incorporated herein.*

2. Map of Site with Zoning and Names and Addresses of Owners within 300 feet of the Site:
See Group Exhibit C incorporated herein.

3. General written description of the proposed PIP:

a. Specific project themes and images: *A Site Plan of Phase II and Phase III is attached as Exhibit D and incorporated herein. Sample elevations and floor plans for one-story residences for Phase III are attached as Group Exhibit E and incorporated herein. Two-story residences may be used, as well, for Phase III. The Final Engineering Plans for Phase III are attached as Group Exhibit F and incorporated herein. Sanitary sewer laterals and water services as depicted on Exhibit F may be relocated on units to avoid driveways on such units. The landscaping, signage, lighting, organizational structure, and consistency of the GDP and the PIP for Phase III will be substantially similar to those of Phase I and Phase II, to make an integrated community.*

b. Specific mix of dwelling unit types and/or land uses: *Only single-family residences are proposed for Phase III.*

c. Specific residential densities: *(i) Dwelling units per gross acre: Phase III, approximately 4.7 units/acre; (ii) floor area ratio: 22.6%; (iii) impervious surface area ratio: 40%.*

d. Specific treatment of natural features: *Phase III includes detention ponds that will serve not only Phase III improvements, but the Phase I improvements, as well. Open space in Phase III will be treated much as open space is treated in Phase I and Phase II.*

e. Specific relationship to nearby properties and public streets: *Access to Phase III will be through the existing Summerhaven Drive from Lake Geneva Boulevard and Evan Drive, a private drive to be constructed from Lake Geneva Boulevard at its eastern terminus, intersecting the south terminus of Summerhaven Drive, and ending in a cul-de-sac at the western end of Phase III, in part extending over an existing 66 foot-wide private drive intersecting with Lake Geneva Boulevard owned by McMurr II, pursuant to an easement granted by McMurr to the unit owners of Summerhaven under the First Amendment to Declaration and the Easement Agreement. The Evan Drive access has been used as emergency access for Phase I under the original PD. The single-family residences of Phase III will relate well to the Phase I and Phase II development.*

f. Statement of Rationale - why PD zoning proposed: *McMurr II requests PD zoning to obtain flexibilities from land use and bulk regulations for Phase III, the most significant of which have been granted in Phase I and Phase II, modified in part by a First Amendment to the General Development Plan for Phase III filed concurrently by McMurr II with this application ("First Amendment to GDP"), to promote uniformity of development with Phase I and Phase II, and to accommodate the number of single-family units sufficient to support the private infrastructure of Summerhaven, which has been planned for more multi-family units under the original PD. Despite the flexibilities sought under the requested PD zoning, permitted density in Phase III's underlying base district zoning of Two-Family Residential District (TR-6) is up to six dwelling units per acre, while Phase III is approximately 4.7 dwelling units per acre.*

g. Complete list of zoning standards not met by proposed PD and location(s) in which they apply, and complete list of zoning standards more than met by the proposed PD and location(s) in which they apply:

McMurr II reiterates the following flexibilities from bulk regulations for Phase III, which have been granted under the approved General Development Plan for Phase II and Phase III or proposed under the First Amendment to GDP:

- i. Easements for the private streets of 50 feet in width (Ordinance: minimum 66- foot width);*

- ii. *Cul-de-sac length of 720 feet (Ordinance maximum: 400 feet) – N/A - applies to Phase II only;*
- iii. *Minimum front and rear eave width of 6 inches for side of gables (Ordinance: 18 inches);*
- iv. *Side of front porch to side of adjacent front porch of 12 feet, minimum side yard of 5 feet to 10 feet for proposed unit 6 along boundary with common element, and 5 feet for proposed unit 5 along boundary with common element; side of front porch to side of adjacent front porch of 12 feet, minimum side yard of 6 feet under the GDP (Ordinance: minimum dwelling unit separation of 12 feet, minimum side yard of 6 feet);*
- v. *Units in Phase III will range in size from approximately 4,222 square feet to approximately 11,638 square feet, to accommodate single-family dwellings in place of the duplex structures permitted under the TR-6, Two-family Zoning District. By comparison, some units in Phase I are below 7,000 square feet in size. (Ordinance: 9,000 square foot minimum);*
- vi. *Minimum Landscape Surface Ratio (LSR): 45% (Ordinance: 50%);*
- vii. *Maximum Building Coverage: 45% (Ordinance: 40%);*
- viii. *Minimum Lot Width: 50 feet (Ordinance: 75 feet);*
- ix. *Total of Both Sides, Lot Lines to House/Garage: 12 feet (Ordinance: 15 feet);*
- x. *Rear Lot Line to House or Garage: for proposed units 16, 17, 18, 19, and 20, 10 feet, for proposed units 14 and 15, 0 feet (modified rear yards of all proposed units abut Phase I drainage basin common element), for proposed unit 6, 5 feet to 14 feet; reduced from 15 feet under the GDP (Ordinance: 30 feet); and*
- xi. *Front or Street Lot Line to House: for proposed units 5, 6, and 7, 0 feet for portions of such units; for all other proposed units, 17 feet (Ordinance: 25 feet).*

Phase III will meet the following bulk regulations:

Residential Density and Intensity Requirements: Conventional Development

- i. *Maximum Gross Density (MGD): 6 dwelling units/acre - Phase III totals approximately 4.7 dwelling units per acre.*
- ii. *Maximum Accessory Building Coverage: 10%*
- iii. *Residential Bulk Requirements:*
 - 1. *Minimum Street Frontage: 50 feet*
 - 2. *Minimum Setbacks:*
 - Front or Street Lot Line to House: as modified under (xi) above*
 - Front or Street Lot Line to Garage: as modified under (xi) above*
 - Side Lot Line to House or Garage: as modified under (iv) above*
 - Side Lot Line to Accessory Structure: three feet from property line*
 - Rear Lot Line to Accessory Structure: as modified under (x) above*
 - Minimum Paved Surface Setback: as modified under (iv), (x) and (xi) above*

Minimum Dwelling Unit Separation: 12 feet
Maximum Height of Dwelling Unit: 35 feet
Maximum Height of Accessory Structure: 15 feet
Minimum Number of Off-Street Parking Spaces Required on the Lot (Includes garage, drives, and all designated parking surfaces): 3
Minimum Dwelling Core Dimensions: 24 feet by 40 feet
Minimum Roof Pitch: 3 : 12

3. **Residential Landscaping Requirements:** Not applicable for single-family.

4. **Precise Implementation Plan Drawing** showing at least the following information:

1. a. **PIP Site Plan conforming to §98-908(3).** *See attached Exhibit G incorporated herein and McMurr II's proposed First Amendment to Declaration and Addendum No. 1 submitted concurrently.*

b. **Location of public recreational and open space areas and facilities.** *None on Site. All amenities, including the pool and pool house in Phase I, are intended for the use of Summerhaven residents and their guests. The unit owners of Phase I have rejected McMurr II's offer to construct a small children's playground facility in the common elements containing the pool and pool house. As an alternative, McMurr II proposes a paved pedestrian and bicycle path across a 33 foot-wide strip of property in Phase III owned by the City and containing underground public utilities, which runs south from the intersection of Summerhaven Drive and Evan Drive to Oakwood Lane, creating a short cut for Summerhaven residents and their guests to a nearby City park and its extensive playground facilities. The path will limit public street crossings between Summerhaven and the park to one, across the lightly-trafficked Oakwood Lane, at its intersection with Timothy Drive. The path will be maintained under the Easement Agreement.*

c. **Statistical data** on minimum lot sizes in the development, the precise areas of all development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the City. *See 3(g), above.*

d. **Notations** relating (3) (a) 3.a.-f., above to specific area. *See Exhibit G.*

5. **Landscaping Plan**, noting approximate locations of foundation, street, yard and paving, landscaping, and compliance with landscaping requirements, and the use of extra landscaping and bufferyards. *There are no residential landscaping requirements for single-family residences in the base district TR-6, Two-family Zoning District. Each owner in Phase II will landscape his or her yard as he or she sees fit.*

6. **Building Elevations** of exteriors of all buildings: *See Group Exhibit E.*

7. **General Signage Plan**, including all project identification signs and concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles) which vary from City standards or common practices. *Signage and light fixtures and poles for Phase III shall be substantially similar in appearance and location to the signage and light fixtures and poles for Phase I and Phase II, to preserve continuity with Phase I and Phase II. Only directional and street signage is planned for Phase III; no project identification signage is needed.*

8. General Outline of Intended Organizational Structure: Phase III will be under condominium ownership as a part of Summerhaven of Lake Geneva II Condominium, pursuant to the First Amendment to Declaration and Addendum No. 1, consisting of up to 23 additional single-family site condominium units.

The cost of the maintenance, repair and replacement of the private streets, the storm water management facilities, the pool and the pool house, the pedestrian path to Oakwood Lane, and other common amenities and private infrastructure used by all unit owners in Summerhaven are shared under the Easement Agreement.

9. Consistency of Proposed PIP with Approved GDP: The proposed PIP for Phase III is fully consistent with the approved GDP for Phase II and Phase III (as amended), and with the approved PIP for Phase I, using many of the same flexibilities from bulk and other zoning standards in all phases and implementing varied but complementary design themes, to create a phased, seamless, predominantly single-family development throughout Summerhaven.

10. All Variations between Requirements of GDP and PIP: None, as the GDP for Phase III is being amended concurrently.

11. Proof of Financing Capability: McMurr II will enter into a development agreement with the City for the Phase III improvements and the Phase I sanitary sewer repairs and submit a performance bond thereunder in the amount of 120% of the value of the public improvements, as determined by the City Engineer and McMurr II.

McMurr II respectfully requests that the City grant the PIP pursuant to this Application, to complete this infill development in the City, subject to such reasonable conditions as the City may impose.

EXHIBIT A
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN

LEGAL DESCRIPTION OF PHASE III

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, SAID POINT LOCATED S 89DEG 31MIN 36SEC W, 733.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 36 (T2N, R17E); THENCE S 01DEG 33MIN 07SEC E, ALONG THE WEST LINE OF SAID LOT 1 CSM 754, 129.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE S 01DEG 35MIN 49SEC E, 66.14 FEET ALONG SAID CSM 754 TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF SAID CSM 754; THENCE S 01DEG 31MIN 43SEC E, TO AN IRON PIPE STAKE FOUND AT THE SOUTHWEST CORNER OF SAID CSM 754, 128.13 FEET, SAID POINT BEING ON THE NORTH LINE OF CERTIFIED SURVEY MAP NUMBER 4098; THENCE ALONG THE NORTH LINE OF SAID CSM 4098, N 89DEG 51MIN 07SEC W, 113.85 FEET TO AN IRON PIPE STAKE AT THE NORTHWEST CORNER OF SAID CSM 4098 AND THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 2820; THENCE ALONG THE NORTH LINE OF SAID CSM 2820, N 89DEG 57MIN 18SEC W, 282.16 FEET TO THE NORTHWEST CORNER OF SAID CSM 2820 AND THE NORTHEAST CORNER OF LOT 14 OF GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTH LINE OF GENEVA WOODS SUBDIVISION, S 89DEG 26MIN 58SEC W, 345.08 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 11 OF SAID GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTH LINE OF GENEVA WOODS SUBDIVISION, S 89DEG 00MIN 57SEC W, 50.64 FEET TO A FOUND IRON REBAR STAKE; THENCE N 00DEG 46MIN 30SEC W, 323.66 FEET TO A FOUND IRON REBAR STAKE ON THE SOUTH LINE OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 53MIN 53SEC E, 207.84 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LAKE SHORE VILLAGE CONDOMINIUM; THENCE N 89DEG 55MIN 25SEC E, 103.47 FEET; THENCE S 06DEG 43MIN 55SEC E, 226.04 FEET; THENCE S 89DEG 41MIN 51SEC E, 124.31 FEET; THENCE N 04DEG 56MIN 22SEC W, 161.61 FEET; THENCE N89DEG 38MIN 02SEC E, 310.88 FEET; THENCE S 01DEG 33MIN 07SEC E, 64.31 FEET; THENCE N 89DEG 40MIN 56SEC E, 30.01 FEET TO THE POINT OF BEGINNING. CONTAINING 201,115 SQUARE FEET (4.62 ACRES) OF LAND, MORE OR LESS;

Property Index Number: ZSUM 00002

AND

LOT 1 OF CERTIFIED SURVEY MAP NO. 754, SAID SURVEY BEING A PART OF THE NORTHEAST ¼ OF SECTION 1, T1N, R17E, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, AND RECORDED IN VOL. 3 OF CERTIFIED SURVEYS AT PAGE 275 AS DOCUMENT NO. 28944 WALWORTH COUNTY RECORDS;

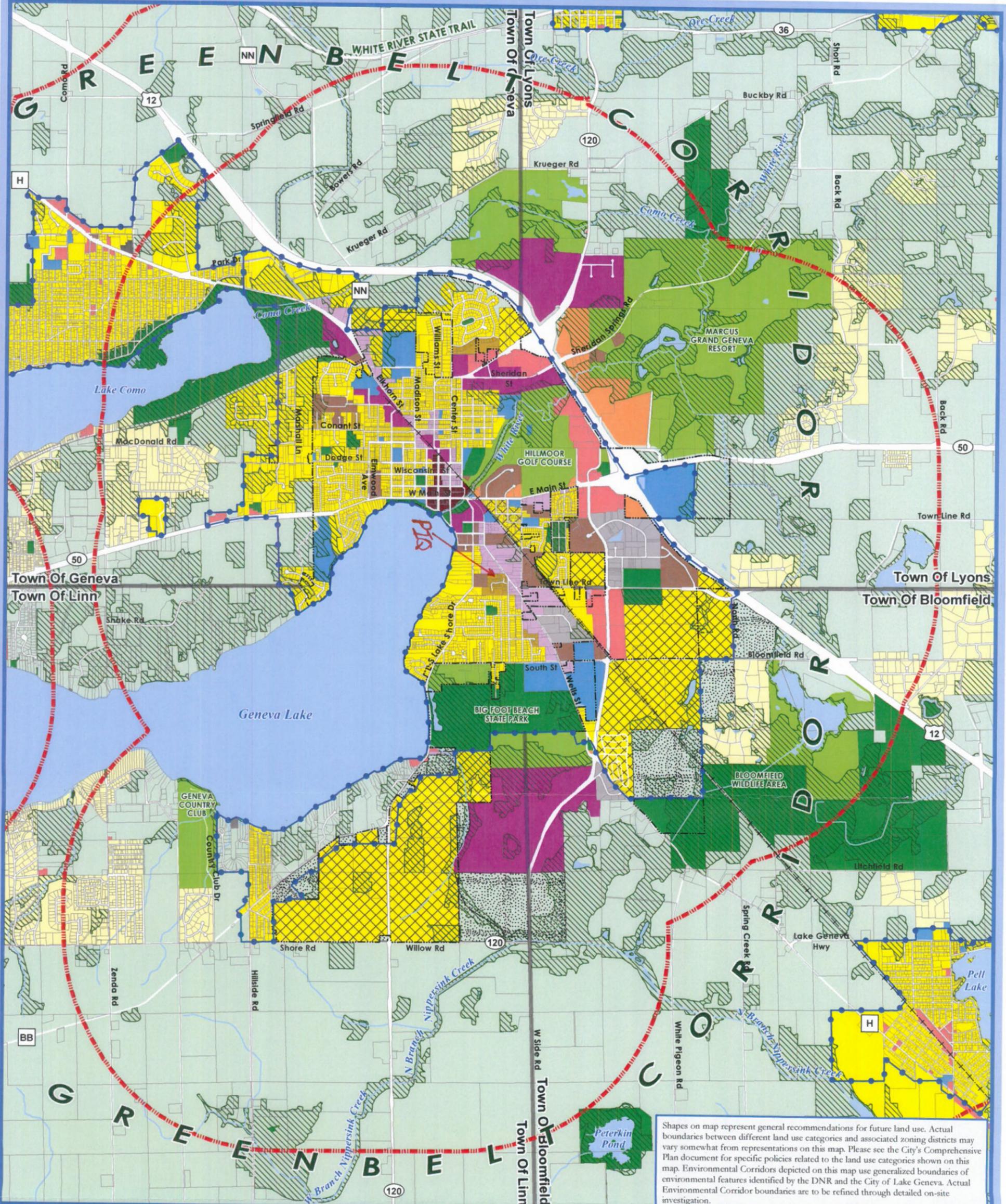
Property Index Number: ZA 75400001

AND

THE 66 FOOT-WIDE PRIVATE DRIVE AS PLATTED ON CERTIFIED SURVEY MAP NO. 754, RECORDED IN VOLUME NO. 3 ON PAGE 275 OF WALWORTH COUNTY CERTIFIED SURVEYS AS DOCUMENT NO. 28944 (end of legal description).

EXHIBIT B
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN
LOCATION MAP

See attached.



Shapes on map represent general recommendations for future land use. Actual boundaries between different land use categories and associated zoning districts may vary somewhat from representations on this map. Please see the City's Comprehensive Plan document for specific policies related to the land use categories shown on this map. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR and the City of Lake Geneva. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

Map 5a: Future Land Use - City of Lake Geneva Comprehensive Plan

Land Use Categories				
	Agricultural & Rural		Central Business District	
	Single Family Residential - Exurban		Planned Mixed Use	
	Single Family Residential - Urban	*Each "Planned Mixed Use Area" may include mix of:		
	Two-Family/Townhouse Residential		1. Planned Office	
	Multi-Family Residential		2. Multi-Family Residential	
	Planned Neighborhood		3. Institutional & Community Services	
*Each "Planned Neighborhood" may include a mix of:			4. Planned Business	
	Neighborhood Mixed Use		Planned Industrial	
	Planned Office		General Industrial	
	Planned Business		Institutional & Community Services	
			Private Recreation Facilities	
			Public Park & Recreation	
			Environmental Corridor	
			Long Range Exurban Growth Area	

0 0.25 0.5 1 Miles

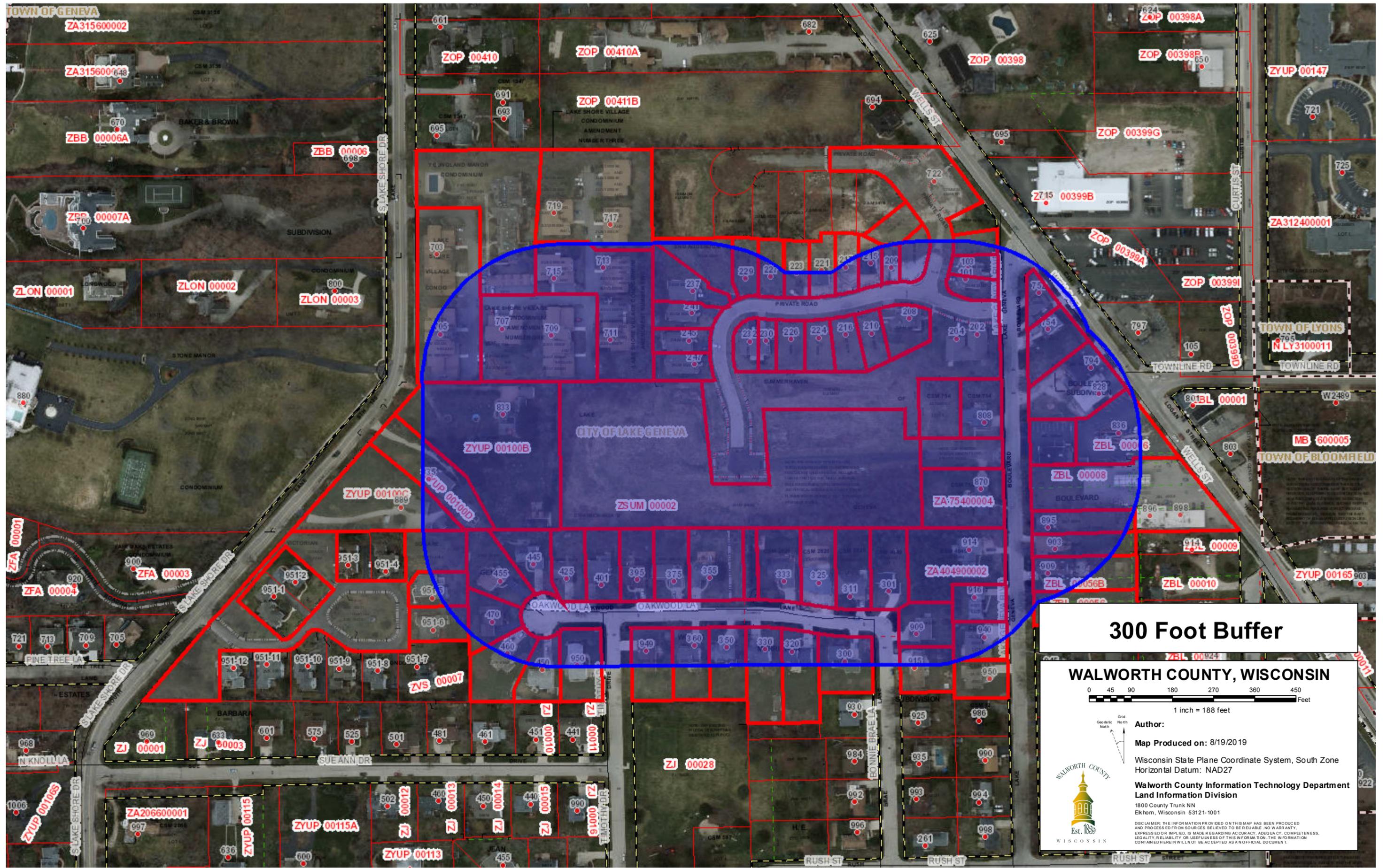
Adopted: October 24, 2014

Source: SEWRPC, WIDNR, Walworth County LIO, V&A

**GROUP EXHIBIT C
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN**

MAP OF SITE AND LIST OF OWNERS WITHIN 300 FEET

See attached.



300 Foot Buffer

WALWORTH COUNTY, WISCONSIN

0 45 90 180 270 360 450
Feet

1 inch = 188 feet

Author:
Map Produced on: 8/19/2019
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD27

**Walworth County Information Technology Department
Land Information Division**
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

300 FOOT BUFFER
 NAMES AND ADDRESSES

TaxKey	Owner1	Owner2	Address1	City	State	Zip
ZA 1200001	MARILYN J MCLAUGHLIN		PO BOX 1334	LAKE GENEVA	WI	531470000
ZA 1200002	LINDA L FRAME		940 LAKE GENEVA BLVD	LAKE GENEVA	WI	531470000
ZA 1200003	ELMER HANSEN		950 LAKE GENEVA BLVD	LAKE GENVA	WI	531470000
ZA 75400001	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZA 75400002	JOHN P BILLINGS		808 LAKE GENEVA BLVD	LAKE GENEVA	WI	531470000
ZA 75400004	BRUCE N JALOSZYNSKI	JOYCE A JALOSZYNSKI	870 LAKE GENEVA BLVD	LAKE GENEVA	WI	531470000
ZA282000001	JEFFERSON KILLIAN	MADLINE KILLIAN	333 OAKWOOD DR	LAKE GENEVA	WI	531470000
ZA282000002	MARK R MOLLER-GUNDERSON TRUST	MARY ANN MOLLER-GUNDERSON TRUST	325 OAKWOOD LA	LAKE GENEVA	WI	53147
ZA282000003	JAMES P HANNY	GRACE L HANNY	311 OAKWOOD LA	LAKE GENEVA	WI	53147
ZA404900001	ANDREW WISNIEWSKI	CHRISTINE WISNIEWSKI	301 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZA404900002	COYA W STINNETT	JENNIFER M STINNETT	914 LAKE GENEVA BLVD	LAKE GENEVA	WI	53147
ZBL 00003	MOLLY M FINE	FREDERICK MICHAELIS	204 LOOKOUT DR	LAKE GENEVA	WI	53147
ZBL 00004	JOHN MANNA TRUST	ROSA MANNA TRUST	61 ARLINGTON HEIGHTS RD	ELK GROVE VILLAGE	IL	600070000
ZBL 00005	DAVID HEIDENREICH	PATRICIA L HEIDENREICH	794 S WELLS ST	LAKE GENEVA	WI	531470000
ZBL 00006	BOWMAN FARMS INC		2934 FISH HATCHERY RD,, STE 222	FITCHBURG	WI	53713
ZBL 00006A	RITA M POPELKA		1075 LAKE GENEVA BLVD	LAKE GENEVA	WI	531470000
ZBL 00008	BOWMAN FARMS INC		2934 FISH HATCHERY RD	MADISON	WI	53713
ZBL 00056	JEAN-PAUL MEYER		2319 S. HIDDEN TRAIL BLVD	SPRING GROVE	IL	600810000
ZBL 00056B	CHRISTOPHER J WINTERS	HEATHER N WINTERS	909 LAKE GENEVA BLVD	LAKE GENEVA	WI	531470000
ZBL 00057	CHRISTOPHER J KLOCKAU	KAREN A KLOCKAU	4310 83RD AVE CT	MILAN	IL	612640000
ZBL 00058	BOWMAN FARMS INC		2934 FISH HATCHERY RD	MADISON	WI	53713
ZGW 00001	DALIA RUZGA		350 OAKWOOD LA	LAKE GENEVA	WI	53147
ZGW 00002	RANDALL W SIMS	DEBORAH K SIMS	360 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00003	MICHAEL A WOODS	RUTH A WOODS	949 TIMOTHY DR	LAKE GENEVA	WI	531470000
ZGW 00004	JANE I TULLY		950 TIMOTHY DR	LAKE GENEVA	WI	531470000
ZGW 00005	JOHN E BALDWIN		450 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00006	MICHAEL D KRAMP	JENNIFER S KRAMP	460 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00007	GABRIEL J HAMMERSTROM		470 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00008	ROBERT ROBINSON	LORI ROBINSON	455 OAKWOOD LN	LAKE GENEVA	WI	53147
ZGW 00009	DAVID V HETTIGER	GEORGETTE P HETTIGER	445 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00010	ARVANITAKIS TRUST		425 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00011	MARION ROSIAK	LILIJA E ROSIAK	401 OAKWOOD LN	LAKE GENEVA	WI	531472348
ZGW 00012	DUSTIN A DEAN	MARIA J DEAN	395 OAKWOOD LN	LAKE GENEVA	WI	53147

300 FOOT BUFFER
 NAMES AND ADDRESSES

ZGW 00013	RAJ HANDA	KULWINDER HANDA	375 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZGW 00014	JEFFREY M ZUKOWSKI		355 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZLSV 00001A	MARK S JOHNSON	REBECCA L JOHNSON	703 SOUTH LAKE SHORE DR	LAKE GENEVA	WI	531470000
ZLSV 00001B	JOHN J MALCOLM TRUST	DENISE R MALCOLM TRUST	6 LANCELOT LA	HAWTHORN WOODS	IL	60047
ZLSV 00001C	JOSEPH D ORI	ELIZABETH A ORI	317 W KATHLEEN DR	PARK RIDGE	IL	60068
ZLSV 00001D	IRVING SEGAL		8787 E MOUNTAIN VIEW RD. #1066	SCOTTSDALE	AZ	85258
ZLSV 00001E	MARISA SERRATO		750 N NOBLE ST APT D	CHICAGO	IL	60642
ZLSV 00001F	PATRICIA L WOLTER		703 S LAKESHORE DR UNIT 1F	LAKE GENEVA	WI	531470000
ZLSV 00001G	DONNA JEAN SIMON	BRYAN W SIMON	453 RAINTREE CT #1F	GLEN ELLYN	IL	601370000
ZLSV 00001H	TRACI MARNUL		703 S LAKE SHORE DR	LAKE GENEVA	WI	53147
ZLSV 00002A	DONNA G TABROSKY TRUST		705 S LAKE DR UNIT 2A	LAKE GENEVA	WI	53147
ZLSV 00002B	MARY LYNN BRENNAN		705 S LAKE SHORE DR UNIT B	LAKE GENEVA	WI	531470000
ZLSV 00002C	DEBORAH R HAWKINS		122 E VALLETTE ST	ELMHURST	IL	60126
ZLSV 00002D	CONRAD ROHATSCH	ROBERTA ROHATSCH	170 NORTHWEST HWY	PARK RIDGE	IL	60068
ZLSV 00002E	JOHN KOLAKOWSKI		8029 W CATHERINE AVE	CHICAGO	IL	60656
ZLSV 00002F	WILLIAM B ITTNER		705 S LAKE SHORE DR, #2F	LAKE GENEVA	WI	531470000
ZLSV 00002G	RICHARD F CORN	PATRICIA J CORN	2217 CREEK RIDGE DR	CARROLLTON	TX	750070000
ZLSV 00002H	BARBARA A HARTKE TRUST		705 S LAKE SHORE DR, 2H	LAKE GENEVA	WI	53147
ZLSV1 00003A	DIANA L WILSON		707 S LAKESHORE DR UNIT 3A	LAKE GENEVA	WI	531470000
ZLSV1 00003B	JOAN A FAHERTY TRUST		707 S LAKE SHORE DR UT 3B	LAKE GENEVA	WI	53147
ZLSV1 00003E	VALENTINA GURAN TRUST		6161 N HOYNE APT 402	CHICAGO	IL	606594205
ZLSV1 00003F	MARIE L KRUTWIG		707 S LAKE SHORE DRIVE UT 3F	LAKE GENEVA	WI	53147
ZLSV1 00004A	MARILYN I ELLMAN		709 S LAKE SHORE DR #4A	LAKE GENEVA	WI	53147
ZLSV1 00004B	MARILYN I ELLMAN		709 S LAKE SHORE DR #4A	LAKE GENEVA	WI	53147
ZLSV1 00004C	RICHARD J FREIBERG TRUST	KERRY J FREIBERG TRUST	11980 W PALLOTTINE DR	GREENFIELD	WI	53228
ZLSV1 00004D	KENNETH F MILICI		5919 48TH AVE SW	SEATTLE	WA	98136
ZLSV1 00004E	WAYNE JAMES TOBIASZ		709 S LAKE SHORE DR #4E	LAKE GENEVA	WI	53147
ZLSV1 00004F	LOUISE E ZAPFE		709 LAKE SHORE DR UNIT #4-F	LAKE GENEVA	WI	531470000
ZLSV1 00004G	HELEN M RADLOFF		709 S LAKESHORE DRIVE, 4G	LAKE GENEVA	WI	53147
ZLSV1 00004H	BERNADINE F PELETZ FOX		709 SOUTH LAKE SHORE DR UT H	LAKE GENVA	WI	53147
ZLSV2 00005A	LEIGH A CROWLEY TRUST		0N413 TAYLOR DR	GENEVA	IL	60134
ZLSV2 00005B	GREGORY D HOWSE	KAREN C HOWSE	18655 FOREST VIEW LA	LANSING	IL	604380000
ZLSV2 00005E	MARILYN HEDBERG TRUST		1500 LANDS END RD	LANTANA	FL	33462
ZLSV2 00005F	JAMES J POLEK	VICKIE POLEK	4901 DRENDAL RD	DOWNERS GROVE	IL	60515

300 FOOT BUFFER
 NAMES AND ADDRESSES

ZLSV2 00006A	MARGARITA P SANDOVAL		739 WILLOW ST	SAN JOSE	CA	95125
ZLSV2 00006B	MARK BUTITTA	MARY BUTITTA	2429 S ALPINE RD	ROCKFORD	IL	611080000
ZLSV2 00006E	JOHN S RITCHIE JR		728 N BRIAR HILL LA, UT 2	ADDISON	IL	60101
ZLSV2 00006F	LOUIS M LOBIANCO	TERRI L LOBIANCO	821 FOREST VIEW	PARK RIDGE	IL	600680000
ZLSV2 00007A	JOHN T PYTEL	JACQUELINE M PYTEL	908 JEREMY LN	LIBERTYVILLE	IL	600480000
ZLSV2 00007B	NARDA F AGUILERA LAND TRUST		1125 STARWOOD PASS	LAKE IN THE HILLS	IL	60156
ZLSV2 00007E	SHARON M DVORAK		715 S LAKE SHORE DR UT 7E	LAKE GENEVA	WI	53147
ZLSV2 00007F	ELLEN M LIEBNER TRUST	MARY ANN TANQUARY TRUST	411 ASHLAND AVE	RIVER FOREST	IL	603050000
ZLSV3 00008A	SCHILLACI FAMILY TRUST		17811 BERNARD DR	ORLAND PARK	IL	604670000
ZLSV3 00008B	ALAN KUPSİK	CHRISTINE KUPSİK	717 S LAKE SHORE DR - #8B	LAKE GENEVA	WI	531470000
ZLSV3 00008E	LINDA ISER TRUST		717 S LAKE SHORE DR UNIT 8E	LAKE GENEVA	WI	531470000
ZLSV3 00008F	CAROL T WILCOX TRUST	CHRISTOPHER P BEARDSLEY TRUST	717 S LAKESHORE DR	LAKE GENEVA	WI	53147
ZLSV3 00009A	LOUIS A IMBURGIA	ROSEMARY A IMBURGIA	205 THIERRY LA	PROSPECT HEIGHTS	IL	60070
ZLSV3 00009B	RUSSELL D SABAC		719 S LAKE SHORE DR UT B	LAKE GENEVA	WI	53147
ZLSV3 00009E	VICTORIA D KUK TRUST		8340 W BERWYN AVE APT 1	CHICAGO	IL	606561980
ZLSV3 00009F	JOHN W WHITTINGTON	CHARLOTTE A WHITTINGTON	452 WINSOR DR	ANTIOCH	IL	600020000
ZLSV3 00010A	LAWRENCE B WIELAND TRUST	DEANNA L WIELAND TRUST	PO BOX 5905	SUN CITY WEST	AZ	85376
ZLSV3 00010B	KENNETH A WIESS		W3276 HUNT RIDGE DR	ELKHORN	WI	531210000
ZLSV3 00010E	SUZETTE TOIA		721 S LAKESHORE DR, UT 10E	LAKE GENEVA	WI	53147
ZLSV3 00010F	GARY S PIPER	JADWIGA PIPER	12 OXFORD DR	LINCOLNSHIRE	IL	600690000
ZMERR 00001	DOROTHY M PHILIP		909 BONNIE BRAE LN	LAKE GENEVA	WI	531470000
ZMERR 00002	JEFFREY D LEVATO	ERICA R LEVATO	915 BONNIE BRAE LN	LAKE GENEVA	WI	531472325
ZMERR 00005	JOSEPH ESPOSITO		300 OAKWOOD LN	LAKE GENEVA	WI	531470000
ZMERR 00006	JAMES R CONNORS	LYNN Y CONNORS	320 OAKWOOD LA	LAKE GENEVA	WI	531470000
ZMERR 00007	RICHARD J ANCHONDO	CHRISTINA K ANCHONDO	330 OAKWOOD LA	LAKE GENEVA	WI	53147
ZSUM 00002	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZSUM 00101	DEMETRA C CONDOS		101 SUMMERHAVEN LN	LAKE GENEVA	WI	531470000
ZSUM 00103	JAMES B LARSON	JULIE SCHAUER LARSON	103 SUMMERHAVEN LN	LAKE GENEVA	WI	53147
ZSUM 00107	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZSUM 00109	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZSUM 00112	KATIE MCMILLAN		2433 TANAGER CT	WAUKESHA	WI	53189
ZSUM 00116	GREGORY JOHN ZASKOWSKI	JACLYN ANN ZASKOWSKI	100 SKYLINE DR #25	LAKE GENEVA	WI	53147
ZSUM 00126	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZSUM 00202	JOSEPH R FUSINATO		202 SUMMERHAVEN LN	LAKE GENEVA	WI	531470000

300 FOOT BUFFER
 NAMES AND ADDRESSES

ZSUM 00204	IRMA GRONAU TRUST		204 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00207	MCMURR II LLC		414 N ORLEANS ST, STE 610	CHICAGO	IL	60610
ZSUM 00208	LAURA M MCGOUGH	GABRIEL A DIFRANCO	5030 N MOZART ST	CHICAGO	IL	60625
ZSUM 00209	MARK PINNER	DONNA PINNER	2917 BRIDLEPATH CT	LAKE GENEVA	WI	53147
ZSUM 00210	ROBERT HECHT TRUST	SHELLY HECHT TRUST	500 S EDWARDS BLVD	LAKE GENEVA	WI	53147
ZSUM 00215	MARK PINNER	DONNA PINNER	215 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00216	CATHY A POMARANSKI		640 SOUTHWIND DR UT 104	LAKE GENEVA	WI	53147
ZSUM 00217	SUSAN SPANBAUER		PO BOX 517	LAKE GENEVA	WI	53147
ZSUM 00221	PETER STEIN	KAREN STEIN	221 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00223	THOMAS KARKHOFF	LORETTA KARKHOFF	223 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00224	TINA E JOHNSON		224 SUMMERHAVEN LN	LAKE GENEVA	WI	53147
ZSUM 00226	HENRICKSON TRUST		226 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00227	KATHERINE POHOLIK-CATUARA		227 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00229	EDMUND J JUNG	ELIZABETH A JUNG	229 SUMMERHAVEN LANE	LAKE GENEVA	WI	53147
ZSUM 00230	JOHN HALFORD	SUSAN HALFORD	230 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00232	OHANNES J ARAKELIAN	DIRUHI ARAKELIAN	999 SHERMER RD	NORTHBROOK	IL	600620000
ZSUM 00237	ALBERT E DURKIN	KATHLEEN DURKIN	237 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00239	JAMES A FUHRER		239 SUMMERHAVEN LA	LAKE GENEVA	WI	53147
ZSUM 00241	KENNETH F LOCHOWICZ	JANE D LOCHOWICZ	241 SUMMERHAVEN LN	LAKE GENEVA	WI	531470000
ZSUM 00245	DAVID A WALL	LARA LAIDLEY WALL	245 SUMMERHAVEN LN	LAKE GENEVA	WI	531470000
ZSUM 00247	LYNN M MILLER TRUST		9136 WINDSOR DR	ORLAND PARK	IL	60462
ZVS 00001	PENELOPE ROEHRER		951 S LAKE SHORE DR UT 1	LAKE GENEVA	WI	531470000
ZVS 00002	ALICIA M LANZITO		951 S LAKE SHORE DR, UT 2	LAKE GENEVA	WI	53147
ZVS 00003	FRANK R SERRECCHIA	JULIE A SERRECCHIA	1423 VINEYARD LN	LIBERTYVILLE	IL	600480000
ZVS 00004	4SQUARE LLC		951-4 S LAKESHORE DR	LAKE GENEVA	WI	531470000
ZVS 00005	LAURA L SELBY		195 N HARBOR DR, UT 2705	CHICAGO	IL	60601
ZVS 00006	RAYMOND ALOIS RING	PAMELA ANN RING	951 S LAKESHORE DR UT 6	LAKE GENEVA	WI	531470000
ZVS 00007	GARRETT C SCHULTZ		951 S LAKE SHORE DR UT 7	LAKE GENEVA	WI	53147
ZVS 00008	TIMOTHY J GOBAT	CHRISTINE SCHMAUS	1331 N RIDGE AVE	ARLINGTON HEIGHTS	IL	60004
ZVS 00009	IRWIN ABRAMS	LISA ABRAMS	101 WESTMORELAND DR	WILMETTE	IL	600910000
ZVS 00010	GARY L KAGY	NATALIE J KAGY	951 S LAKE SHORE DR, UT 10	LAKE GENEVA	WI	53147
ZVS 00011	ELAINE VLAHAKIS	DAVID LOOMOS	222 N WASHINGTON	PARK RIDGE	IL	600680000
ZVS 00012	JOE PORTER MCLEAN	LINDA S MCLEAN	951 S LAKE SHORE DR UT 12	LAKE GENEVA	WI	531470000
ZYO 00001	MARY KRAL		403 W HILLGROVE	LAGRANGE	IL	60925

300 FOOT BUFFER
 NAMES AND ADDRESSES

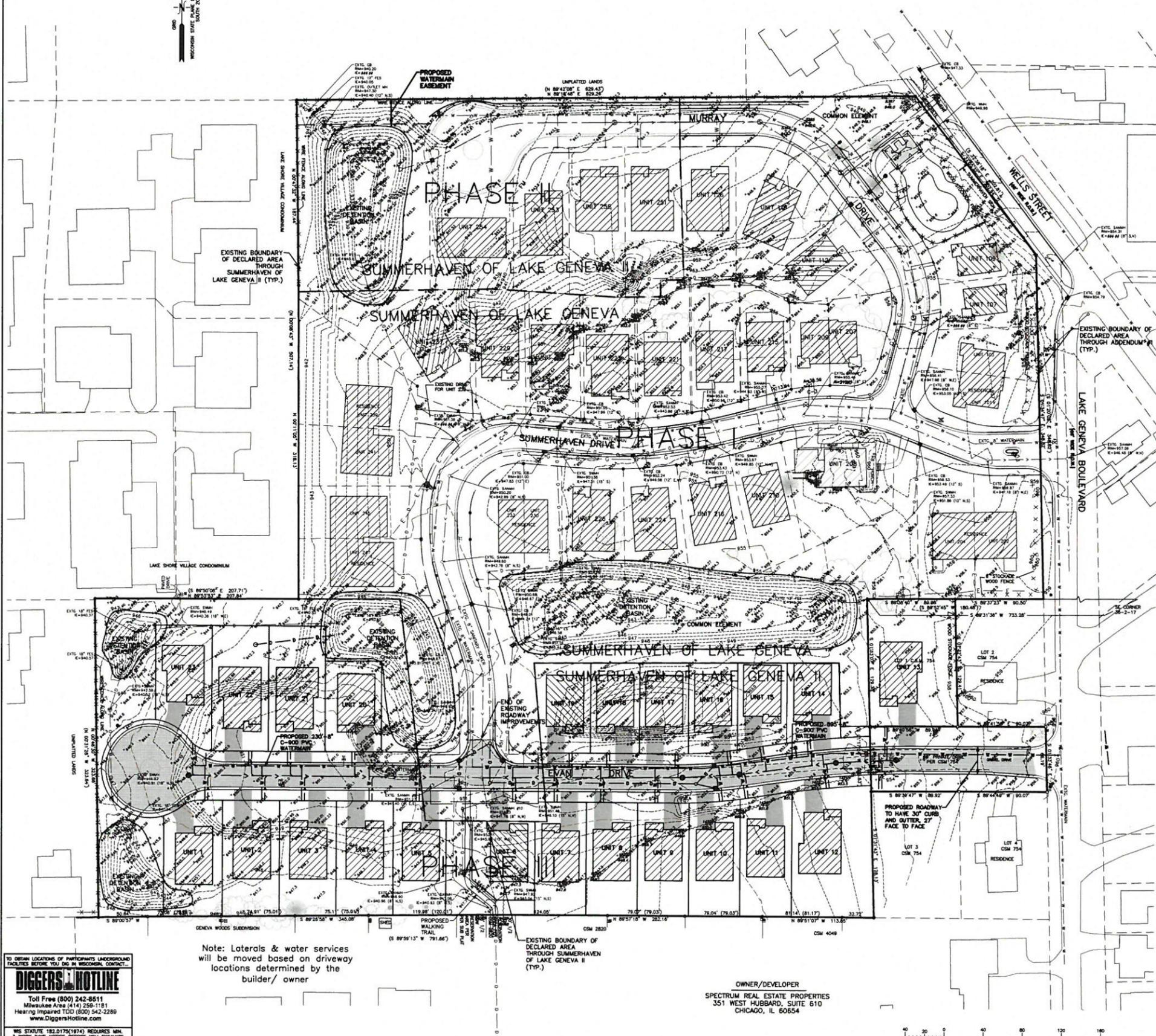
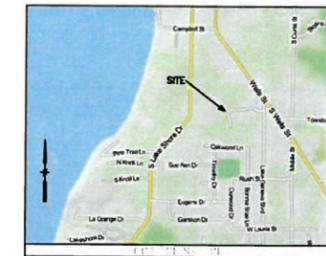
ZYO 00002	MARTIN A HAEGER TRUST	PEGGY A HAEGER TRUST	1209 BEAVER CREEK RD	CHESTERFIELD	MT	63017
ZYO 00003	THERESE M BOYLE		10356 S SAWYER AVE	CHICAGO	IL	60655
ZYO 00004	MARTIN K LAPOINTE	PATRICIA A LAPOINTE	305 ANNE CT	PROSPECT HEIGHTS	IL	60070
ZYO 00005	DANIEL T O'CARROLL	GAIL A O'CARROLL	439 ARLINGTON AVE	GLEN ELLYN	IL	601370000
ZYO 00006	MARK L WASHACK	KAREN A WASHACK	11030 S KEELER	OAK LAWN	IL	604530000
ZYO 00007	MYRA P ZENKE TRUST		130 COMMONS DR	PALOS PARK	IL	60464
ZYO 00008	ANNE M SAMYN TRUST		612 N HIGHLAND AV	ARLINGTON HTS	IL	600040000
ZYO 00009	NANCY C NEWBOURNE		701 S LAKESHORE DR 2B	LAKE GENEVA	WI	53147
ZYO 00010	KERRY TRUNKETT	CAMILLE TRUNKETT	3936 BORDEAUX DR	NORTHBROOK	IL	60062
ZYO 00011	KRISTIAN KIELHOFNER		701 S LAKE SHORE DR #2D	LAKE GENEVA	WI	531470000
ZYO 00012	LAUREL K STEWART		9048 SHERI CT	ORLAND PARK	IL	60462
ZYO 00013	JEFFREY A NEWMAN	EDITH F NEWMAN	2180 OAK HILL DR	LISLE	IL	60532
ZYO 00014	ANTHONY J RUCCI TRUST		7800 TILLINGHAST DR	DUBLIN	OH	430170000
ZYO 00015	RICHARD G SCHMIDT	NANCY E SCHMIDT	1205 MONTGOMERY AVE	ROSEMONT	PA	19010
ZYO 00016	JILL RODRIGUEZ TRUST		701 S LAKESHORE DR 3C	LAKE GENEVA	WI	53147
ZYUP 00100B	EVANGELIA TRAVLOS		6335 N LAWNSDALE	CHICAGO	IL	606450000
ZYUP 00100C	ALBERT J HINTON TRUST	GERALDINE L HINTON TRUST	5701 LONGVIEW DR	COUNTRYWIDE	IL	605253553
ZYUP 00100D	ALBERT J HINTON TRUST	GERALDINE L HINTON TRUST	5701 LONGVIEW DR	COUNTRYSIDE	IL	605250000

EXHIBIT D
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN
SITE PLAN

See attached.

AMENDMENT NO. 4 TO THE PRECISE IMPLEMENTATION PLAN (FOR PHASE III) "SUMMERHAVEN OF LAKE GENEVA II ADDENDUM NO. 1"

LOCATED IN NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



LEGAL DESCRIPTION - SUMMERHAVEN OF LAKE GENEVA, SUMMERHAVEN OF LAKE GENEVA II, AND 66' WIDE PRIVATE DRIVE

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 36 (T24, R17E); THENCE S 01D50 33MIN 07SEC, E ALONG THE WEST LINE OF SAID LOT 1, CS# 754, 150.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 01D50 33MIN 48SEC, E 86.14 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF CERTIFIED SURVEY MAP NO. 754; THENCE S 01D50 31MIN 43SEC, E, 128.13 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 3; AND THE NORTHERLY BOUNDARY OF CERTIFIED SURVEY MAP NO. 4049; THENCE ALONG THE NORTHERLY BOUNDARY OF CERTIFIED SURVEY MAP NO. 4049, N 80D51 07SEC, W, 113.85 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 2822; THENCE ALONG THE NORTHERLY BOUNDARY OF CERTIFIED SURVEY MAP NO. 2822, N 80D51 07SEC, W, 282.18 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHEAST CORNER OF GENEVA WOODS SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, S 80D51 07SEC, W, 345.06 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID SUBDIVISION, S 80D51 07SEC, W, 50.84 FEET; THENCE N 00D51 40MIN 30SEC, W, 323.88 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ALONG THE SOUTHERLY BOUNDARY OF LAKE SHORE VILLAGE CONDOMINIUM; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CONDOMINIUM, N 80D51 07SEC, W, 207.84 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF SAID CONDOMINIUM; THENCE ALONG THE EASTERLY BOUNDARY OF SAID CONDOMINIUM, N 00D51 11MIN 00SEC, W, 218.13 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID CONDOMINIUM, N 00D51 11MIN 00SEC, W, 187.44 FEET TO AN IRON PIPE STAKE FOUND MARKING THE WEST CORNER OF SAID CONDOMINIUM; THENCE ALONG THE SOUTHWEST RIGHT OF WAY BOUNDARY OF WELLS STREET, S 80D51 07SEC, W, 60.20 FEET TO AN IRON PIPE STAKE; THENCE S 80D51 07SEC, W, 202.84 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT ALONG THE SOUTHWEST RIGHT OF WAY BOUNDARY OF LAKE GENEVA BOULEVARD; THENCE S 01D50 34MIN 47SEC, E ALONG SAID BOULEVARD, 348.62 FEET TO THE NORTH LINE OF SAID CERTIFIED SURVEY MAP NO. 754; THENCE S 01D50 34MIN 47SEC, E, 88.14 FEET TO THE POINT OF BEGINNING. CONTAINING 14.95 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH SAID LOT 1 OF CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, CONTAINING 11,638 SQUARE FEET (0.27 ACRES) OF LAND, MORE OR LESS.

TOGETHER WITH THE 66' WIDE PRIVATE DRIVE DESCRIBED ON CERTIFIED SURVEY MAP NO. 754, RECORDED AS DOCUMENT NO. 28944 OF WALWORTH COUNTY CERTIFIED SURVEYS, CONTAINING 11,602 SQUARE FEET (0.27 ACRES) OF LAND, MORE OR LESS.

TOTAL AREA: 651,156 SQUARE FEET (14.95 ACRES) OF LAND, MORE OR LESS.

SITE SUMMARY

TOTAL LAND AREA TOTAL	-	14.95 ACRES
TOTAL LAND AREA PHASE I	-	8.04 ACRES
TOTAL LAND AREA PHASE II	-	1.75 ACRES
TOTAL LAND AREA PHASE III	-	4.88 ACRES
66' WIDE PRIVATE DRIVE	-	0.28 ACRES
EXISTING ZONING	-	PLANNED DEVELOPMENT
EXISTING DUPLEX	-	10 UNITS
EXISTING SINGLE FAMILY	-	1 UNIT
PROPOSED SINGLE FAMILY	-	18 UNITS
TOTAL UNITS FOR PHASE I	-	29 UNITS
TOTAL UNITS FOR PHASE II	-	4 UNITS
TOTAL UNITS FOR PHASE III	-	23 UNITS
TOTAL UNITS	-	56 UNITS
OVERALL DENSITY	-	0.27 ACRES PER UNIT
IMPERVIOUS AREA	-	5.73 ACRES (38.3%)
GREEN SPACE	-	9.22 ACRES (61.7%)

NOTE: MINIMUM RESIDENTIAL BUILDING SEPARATION IS 12 FEET.

THERE IS A CROSS-EASEMENT & COST-SHARING AGREEMENT IN PLACE BETWEEN SUMMERHAVEN CONDOMINIUM ASSOCIATION AND SUMMERHAVEN II CONDOMINIUM OWNERS ASSOCIATION PER DOCUMENT NO. 998242.

BUILDING FOOTPRINT SIZES RANGE FROM 1,900 SQ. FT. TO 2,520 SQ. FT. INCLUDING GARAGES (UNITS 1 THROUGH 23).

LEGEND

PROPOSED	EXISTING
FOUND IRON PIPE STAKE	FOUND IRON PIPE STAKE
FOUND IRON REBAR STAKE	FOUND IRON REBAR STAKE
FOUND CONCRETE COUNTY MONUMENT	FOUND CONCRETE COUNTY MONUMENT
RECORDED AS	RECORDED AS
SET IRON REBAR STAKE	SET IRON REBAR STAKE
SANITARY MANHOLE	SANITARY MANHOLE
DRAINAGE MANHOLE	DRAINAGE MANHOLE
CATCH BASIN	CATCH BASIN
WATER VALVE IN BOX	WATER VALVE IN BOX
FIRE HYDRANT	FIRE HYDRANT
UTILITY POLE	UTILITY POLE
LIGHT POLE	LIGHT POLE
DECIDUOUS TREE	DECIDUOUS TREE
CONIFEROUS TREE	CONIFEROUS TREE
TRAILLINE	TRAILLINE
WOOD STOCKADE FENCE	WOOD STOCKADE FENCE
WIRE FENCE	WIRE FENCE
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
GAS MAIN	GAS MAIN
OVERHEAD WIRES	OVERHEAD WIRES
UNDERGROUND WIRES	UNDERGROUND WIRES
TELEPHONE LINE	TELEPHONE LINE
1' CONTOURS	1' CONTOURS
SPOT ELEVATION	SPOT ELEVATION
PAVEMENT	PAVEMENT
BUILDING BOX	BUILDING BOX
CONCEPT DRIVEWAY LOCATIONS	CONCEPT DRIVEWAY LOCATIONS

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT:

DIGGERS HOTLINE

Toll Free (800) 242-8611
Milwaukee Area (414) 256-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

WI STATUTE 182.0175(1874) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU DIGGERS!

Note: Laterals & water services will be moved based on driveway locations determined by the builder/owner

OWNER/DEVELOPER
SPECTRUM REAL ESTATE PROPERTIES
351 WEST HUBBARD, SUITE 610
CHICAGO, IL 60654



PRECISE IMPLEMENTATION PLAN
SUMMERHAVEN OF LAKE GENEVA
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

AMENDMENT NO. 4 TO THE
PRECISE IMPLEMENTATION PLAN
(FOR PHASE 3)

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS
PROJECT NO. 8868
DATE 12/06/2019
SHEET NO. 1 OF 1

GROUP EXHIBIT E
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN
SAMPLE ELEVATIONS & FLOOR PLANS

See attached.



Bombay

Home Style: Ranch
1850 Square Feet
63'-8" Depth
43'-8" Width

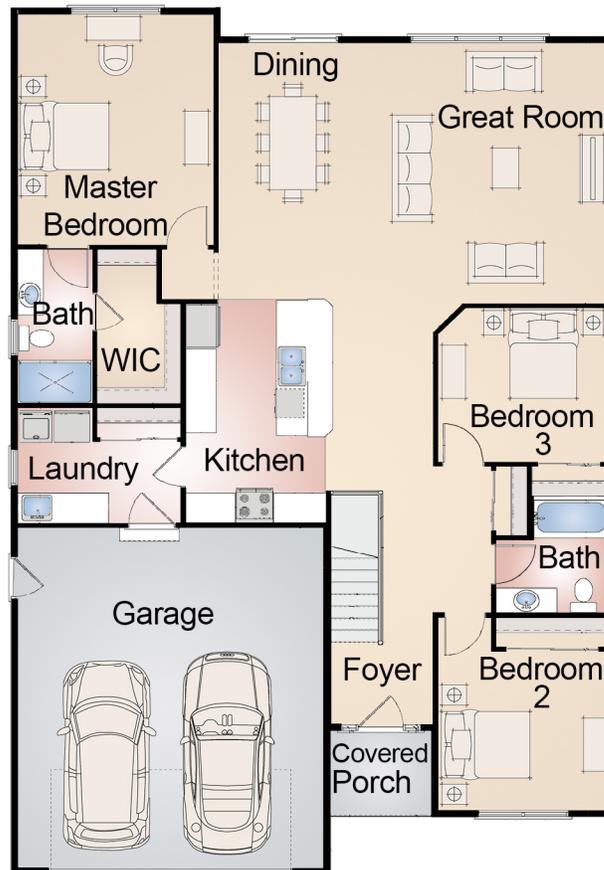


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Cottage

Home Style: Ranch
1730 Square Feet
60'-0" Depth
40'-0" Width

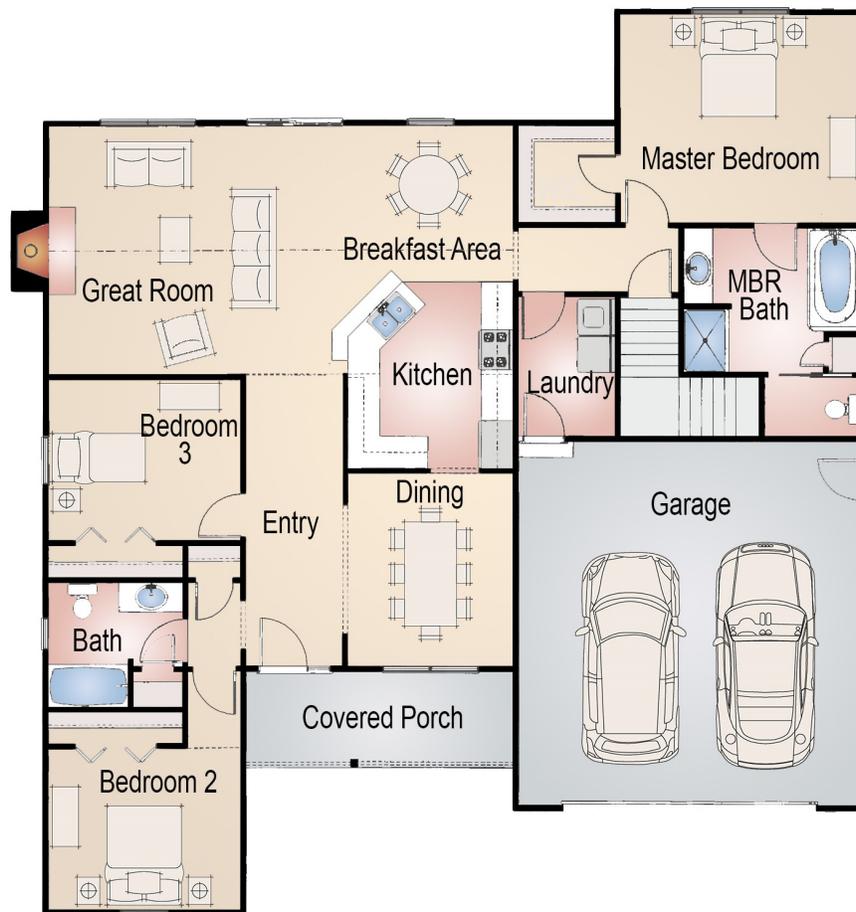


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Glendale

Home Style: Ranch
1754 Square Feet
49'-6" Depth
51'-4" Width

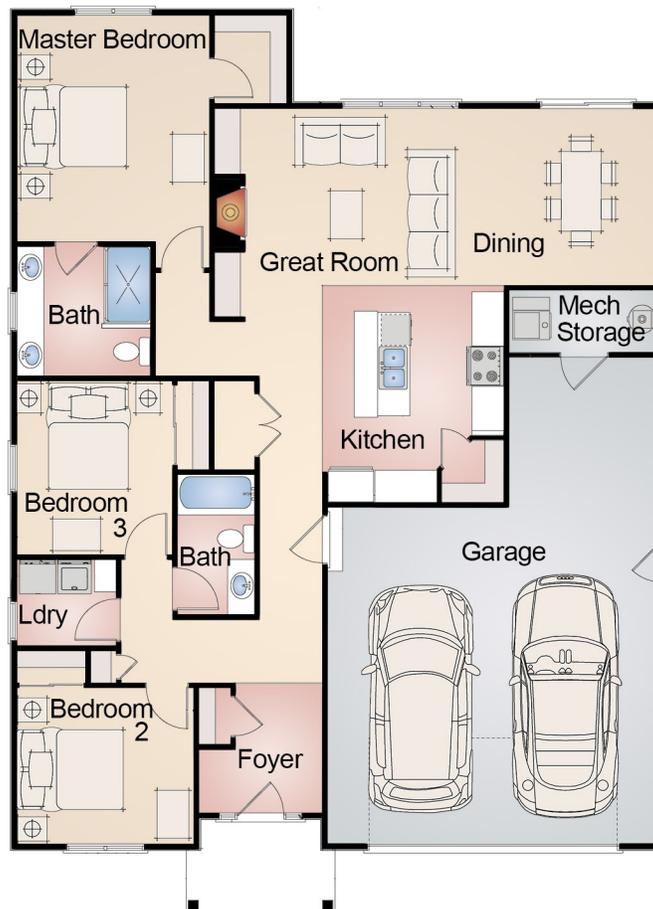


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Haven

Home Style: Ranch
1534 Square Feet
58'-0" Depth
42'-0" Width

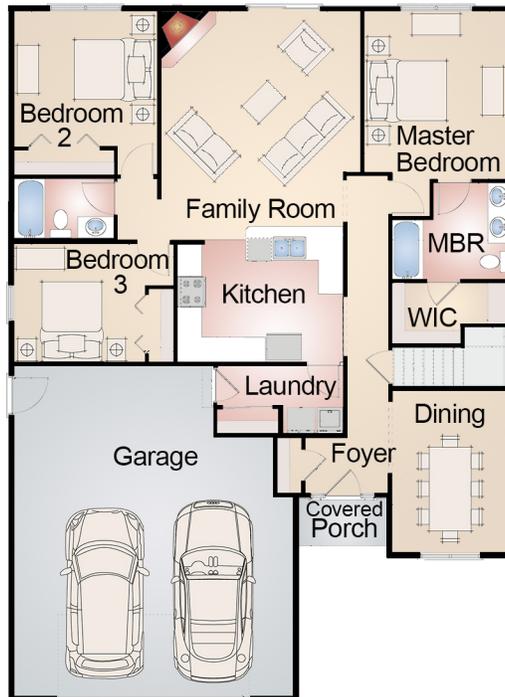


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Pine Ridge

Home Style: Ranch
1542 Square Feet
58'-0" Depth
42'-0" Width

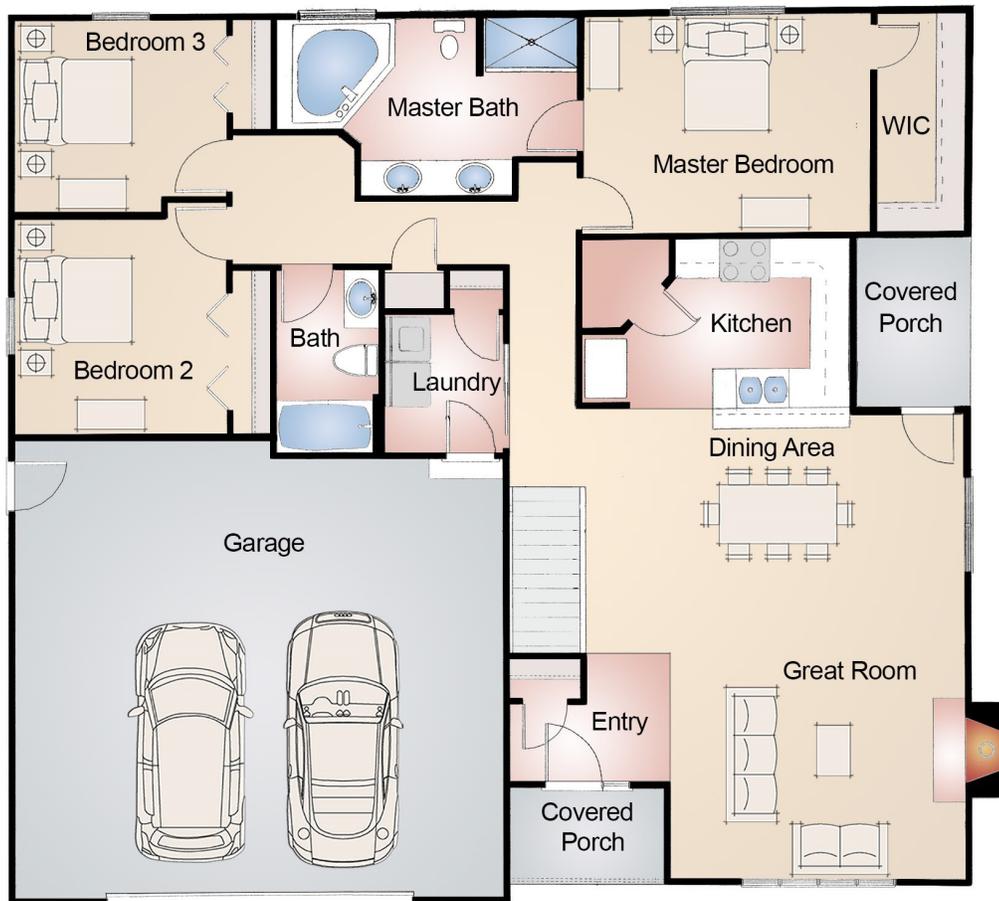


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Teton

Home Style: Ranch
1586 Square Feet
46'-0" Depth
50'-0" Width



405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com

GROUP EXHIBIT F
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN
FINAL ENGINEERING PLANS FOR PHASE III

See attached.

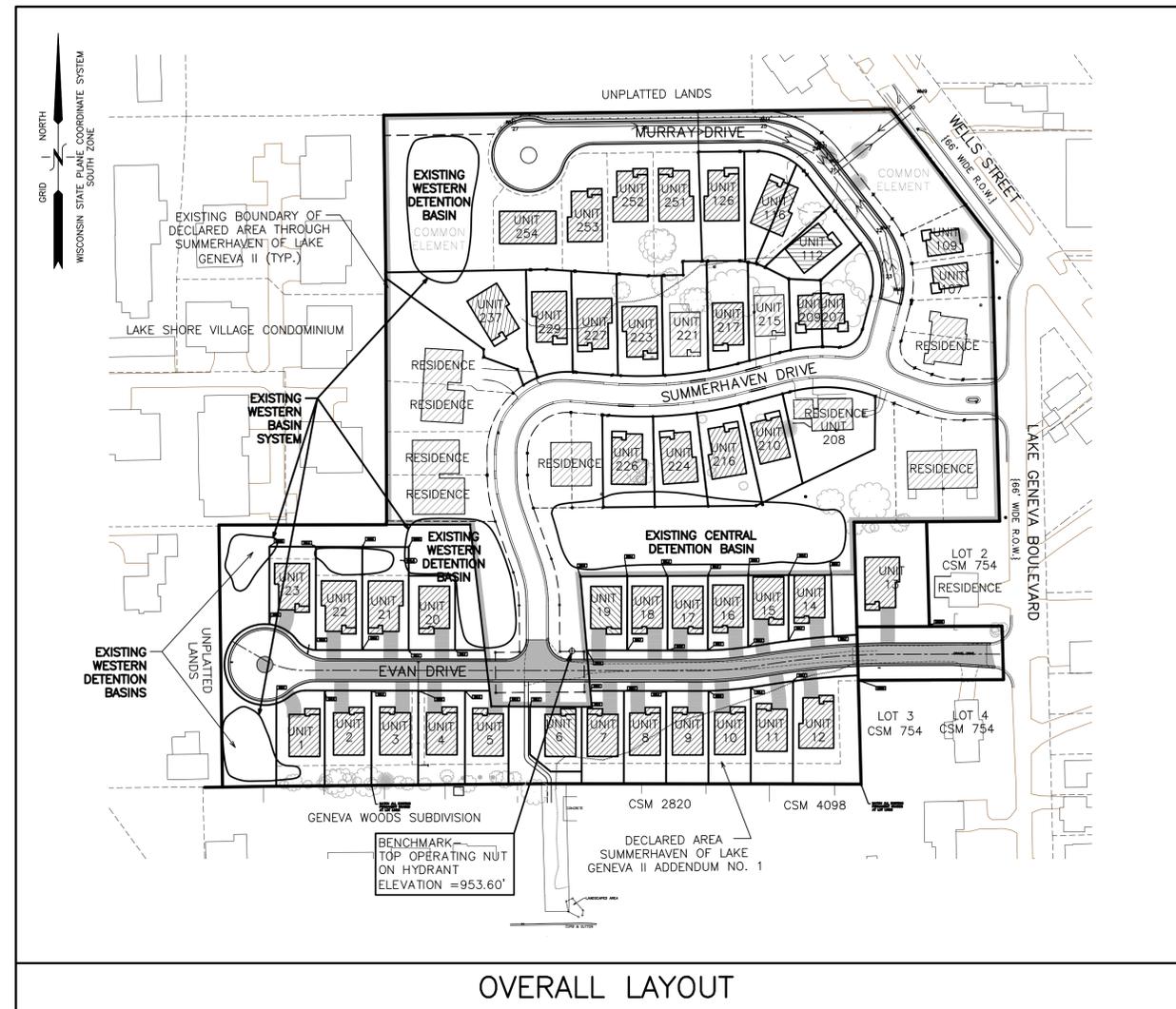
SUMMERHAVEN OF LAKE GENEVA – PHASE 3 FINAL ENGINEERING PIP PLANS

LOCATED IN NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWN 1 NORTH,
RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

SEQUENCE OF CONSTRUCTION

- OBTAIN REQUIRED NR 216 PERMIT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEFORE START OF ANY LAND DISTURBING ACTIVITY ON SITE.
- HOLD PRE-CON TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE.
- INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON SITE INCLUDING TEMPORARY SILT FENCE, STONE TRACKING PAD PER WDNR TECHNICAL STANDARDS.
- CLEAR AND GRUB ON SITE (SEE SPECIFICATIONS).
- STRIP TOPSOIL FROM ACCESS ROADS AND IN PLANNED WORK AREA OF TEMPORARY SEDIMENT TRAP AND STOCKPILE WHERE SHOWN ON PLAN. INSTALL TEMPORARY SILT FENCE AROUND ENTIRE PERIMETER OF STOCKPILE PER WDNR TECHNICAL STANDARDS. SOIL LEFT UNDISTURBED FOR 14 DAYS MUST BE SEEDED AND STABILIZED.
- COMPLETE FINAL GRADING OF DRAINAGE SWALES. INSPECT SWALES TO MEET SPECIFICATIONS ON PLAN AND WDNR TECHNICAL STANDARDS INCLUDING IMPORT OF OFF-SITE FILL.
- SEEDING AND EROSION MATTING AS SPECIFIED ON PLAN FOR TEMPORARY SEDIMENT TRAP & DRAINAGE SWALES SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
- STABILIZE ALL OTHER EXPOSED SOIL AREAS WITH PROPER SEEDING AND EROSION MATTING PER WDNR TECHNICAL STANDARDS.
- ROUGH GRADE PROPOSED ROAD.
- INSTALL WATER, SANITARY AND STORM UTILITIES.
- CONSTRUCT RETAINING WALLS.
- FINE GRADE ROAD SUBGRADES.
- INSTALL ROAD BASE COURSE.
- COMPLETE CONSTRUCTION OF ALL ROADS BY INSTALLING BINDER PAVEMENT. SURFACE COURSE MAY BE DELAYED UP TO 12 MONTHS.
- RESTORE ALL REMAINING DISTURBED AREAS.
- IF SEDIMENT HAS ACCUMULATED WITHIN TEMPORARY SEDIMENT TRAPS DURING CONSTRUCTION IT SHALL BE REMOVED AND TRAPS SHALL BE RESTORED TO PROPOSED FINISHED GRADE.
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION.

NOTE: ANY CHANGES TO OR VARIANCE OF SITE PLAN AND/OR CONSTRUCTION SEQUENCE DUE TO CONSTRUCTION MEANS AND METHODS SHOULD BE APPROVED BY THE ENGINEER AND OWNER PRIOR TO IMPLEMENTATION. THE ENGINEER SHALL NOTIFY THE DEPARTMENT OF NATURAL RESOURCES OF ANY CHANGES TO THE PLANS AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION. IT IS ANTICIPATED THAT WORK WILL NOT START UNTIL EARLY SPRING 2017 AND EXTEND THROUGH SUMMER WITH ALL WORK DONE BY OCTOBER 1, 2017. ACTUAL TIME LINES FOR VARIOUS WORK MAY VARY DEPENDING ON OWNERS OPERATIONS BUT EROSION CONTROL IS TO BE CONTINUOUSLY MAINTAINED.



SHEET 1	- COVER SHEET
SHEETS 2 & 3	- SITE, GRADING, DRAINAGE EROSION CONTROL PLAN
SHEET 4	- PAVING & STORM SEWER PLAN & PROFILE
SHEET 5	- PUBLIC SEWER & WATER PLAN & PROFILE
SHEETS 6 & 7	- PUBLIC SEWER AND WATER SPECIFICATIONS
SHEET 8	- SITE SPECIFICATIONS
SHEET 9 & 10	- CONSTRUCTION DETAILS

INDEX OF SHEETS

PHASE 3
UNITS 1 THROUGH 23 INCLUDING LOT 1 OF C.S.M. 754 AS UNIT 13; EVAN DRIVE, INCLUDING CONNECTIONS TO SUMMERHAVEN DRIVE AND LAKE GENEVA BOULEVARD; REMAINING PUBLIC UTILITIES WITHIN THE BOUNDARY OF THE DECLARED AREA OF SUMMERHAVEN OF LAKE GENEVA II, ADDENDUM NO. 1.

PHASING SUMMARY

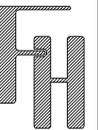
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

OWNER/DEVELOPER
SPECTRUM REAL ESTATE PROPERTIES
351 WEST HUBBARD, SUITE 610
CHICAGO, IL 60654

SOURCE BENCHMARK
R.B.M. AS SHOWN ON THE WALWORTH COUNTY SURVEYOR'S TIE SHEET, DATED 5-1-97
ELEVATION = 949.35'



SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

COVER SHEET

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS
12/23/2019 - TS ADJUST LATERALS
04/13/2020 - TS ADD DRAINAGE EASEMENTS
05/11/2020 - TS ADVANCE
06/15/2020 - TS ADVANCE
07/02/2020 - TS ADVANCE
07/24/2020 - TS ADVANCE
08/05/2020 - TS ADVANCE

PROJECT NO. 8868
DATE 08/19/2019
SHEET NO. 1 OF 11



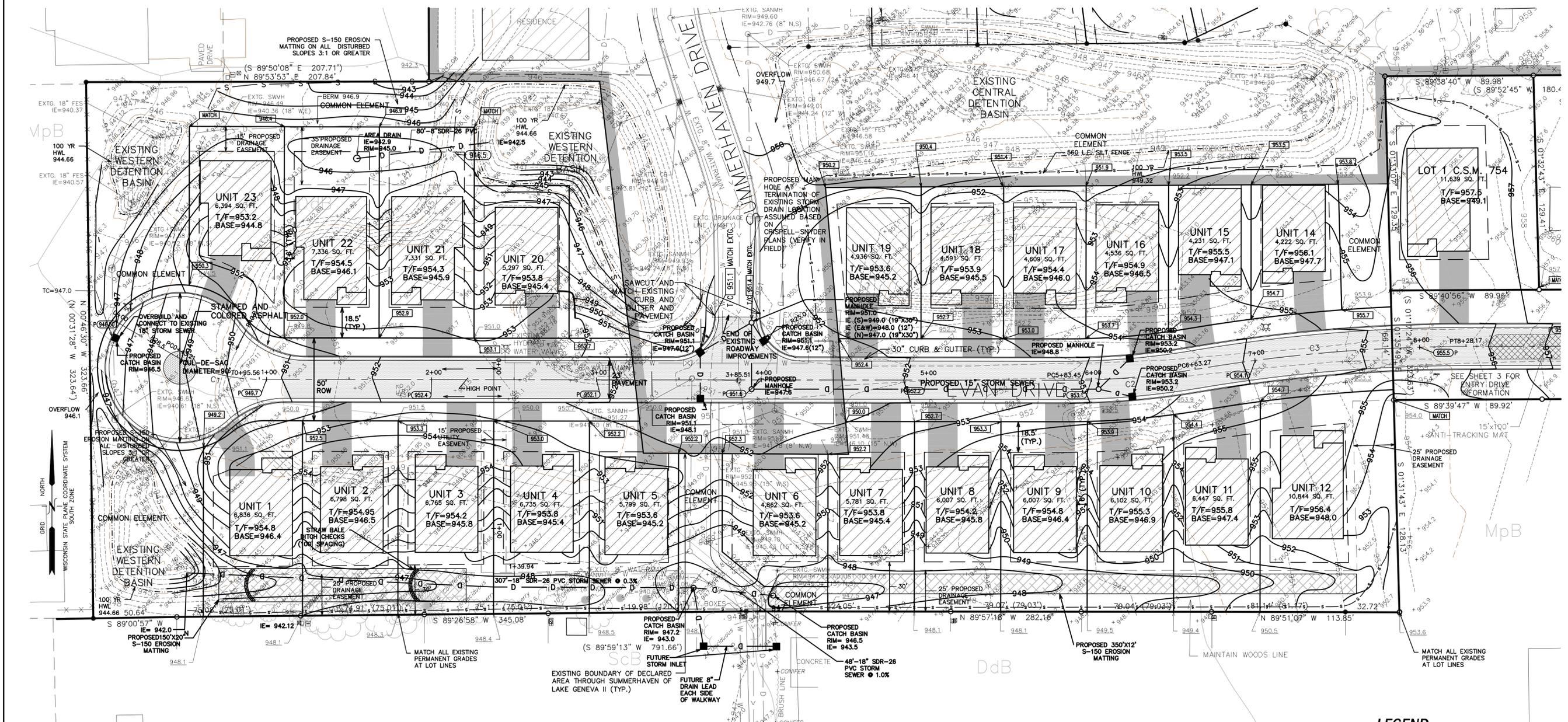
**SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS**
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

**SITE, GRADING, DRAINAGE
&
EROSION CONTROL PLAN**

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS	
12/23/2020 - TS	ADJUST LATERALS
04/13/2020 - TS	ADD DRAINAGE EASEMENTS
05/06/2020 - TS	ADJUST GRADING
05/11/2020 - TS	ADVANCE
06/15/2020 - TS	ADVANCE
07/02/2020 - TS	ADVANCE
07/24/2020 - TS	ADVANCE

PROJECT NO.
8868
DATE
08/19/2019
SHEET NO.
2 OF 11



- EROSION CONTROL NOTES**
1. INLET PROTECTION TO BE INSTALLED IN EXISTING CURB INLET STRUCTURES AND MAINTAINED THROUGHOUT DURATION OF CONSTRUCTION ACTIVITIES.
 2. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LOCAL EROSION CONTROL PLANS AND/OR ORDINANCES.
 3. INSPECT SWALES TO MEET SPECIFICATIONS ON PLAN AND WDNR TECHNICAL STANDARDS ON AN ON-GOING BASIS.
 4. SEEDING AND EROSION CONTROL MATTING AS SPECIFIED ON PLAN FOR TEMPORARY SEDIMENT TRAP AND SWALES SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
 5. SILT FENCE TO ACT AS A SEDIMENT BARRIER/TRAP AND SHALL BE CLEANED AND MAINTAINED IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS.
 6. PROVIDE INLET PROTECTION AT ALL CATCH BASINS AS EACH IS INSTALLED. INLET PROTECTION TO INCLUDE FABRIC BARRIERS UNDER CASTINGS.
 7. INSPECT EROSION CONTROL ON SITE AND DOCUMENT FINDINGS IN AN INSPECTION REPORT. MAINTAIN WEEKLY INSPECTION SCHEDULE AND INSPECT SITE 24 HOURS AFTER EVERY RAINFALL EVENT FOR RUNOFF MANAGEMENT.
 8. ALL DISTURBED SLOPES 3:1 OR GREATER TO BE STABILIZED WITH NORTH AMERICAN GREEN S-150 EROSION CONTROL BLANKET.

- GENERAL NOTES**
1. ALL ELEVATIONS ARE IN RELATION TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.
SOURCE BENCHMARK - R.B.M. AS SHOWN ON THE WALWORTH COUNTY SURVEYOR'S TIE SHEET, DATED 5-1-97, ELEVATION = 949.35'
 2. PROPOSED PAVED ROADWAYS SHOWN ARE 27' WIDE BETWEEN FACE OF CURB WITH 30" CURB AND GUTTER AND SHALL BE BUILT TO CITY STANDARDS.
 3. ALL UNITS ARE TO BE SERVED WITH PUBLIC SEWER AND WATER.
 4. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE CITY HALL. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.
 5. TEMPORARY TOPSOIL STOCKPILES TO BE DETERMINED BY ENGINEER IN FIELD AFTER ALL CLEARING AND GRUBBING OPERATIONS ARE COMPLETED TO DETERMINE THE BEST SUITABLE SITE.
 6. TOP OF FOUNDATION ELEVATIONS (T/F=) SHOWN ON THE PLAN ARE SUGGESTED GRADES ONLY FOR A TYPICAL HOME SITE LOCATED AT WHAT IS FELT TO BE THE BEST SITE LOCATION. OWNERS SHALL BE REQUIRED TO HAVE THE ENGINEER OF RECORD PREPARE A DETAILED SITE AND GRADING PLAN WITH EROSION CONTROL DETAILS FOR THE HOME SITES. THE PLAN IS TO BE USED FOR SUBMITTAL TO THE CITY FOR ZONING AND BUILDING PERMITS.

STORM WATER MODELING

STORM EVENT	CENTRAL BASIN (STAGE)	WESTERN BASIN SYSTEM (STAGE)
2-YEAR	947.50	942.01
10-YEAR	948.31	943.19
100-YEAR	949.32	944.66

PUD ZONING BUILDING SETBACK REQUIREMENTS

STREET YARD - 18.5' ALONG PRIVATE ROADWAYS
SIDE YARD - 6' FOR DETACHED SINGLE-FAMILY UNITS
REAR YARD - VARIABLE

NOTE: CLEARING OF UNITS 8-12 TO BE ONLY AFTER ALL OTHER WORK IS COMPLETED AND HOMES ARE PLANNED TO BE BUILT AS MUCH OF THE WOODED BORDER ON THE REAR YARDS IS TO BE MAINTAINED



LEGEND

- = EXISTING CONTOURS
- = EXISTING SPOT ELEVATION
- - - = PROPOSED CONTOURS
- T/F = TOP OF FOUNDATION
- BSMT = BASEMENT FLOOR ELEVATION
- G = FINISHED GROUND
- P = FINISHED PAVEMENT
- XXXX = PROPOSED CL ROAD GRADE
- XXXX = PROPOSED SPOT GRADE
- - - = SILT FENCE
- - - = EASEMENT LINE
- = PROPOSED PAVEMENT
- = EROSION MAT OR EQUIVALENT
- = PROPOSED BUILDING BOX HOME SITE
- = PROPOSED DRIVE LOCATIONS
- XXX.X = EXISTING ELEVATION OF PROPERTY CORNER

SITE SUMMARY

- EXISTING ZONING - PUD
- OVERALL AREA (Phases 1 & 2) - 10.06 ACRES
- PROPOSED RIGHT OF WAY - 2.07 ACRES
- NET DEVELOPMENT AREA - 7.99 ACRES
- EXISTING DUPLEX UNITS - 10 UNITS
- PROPOSED SINGLE-FAMILY - 23 UNITS
- DENSITY - 4.13 UNITS PER ACRE

NOTE: COMMON ELEMENT TO BE PRESERVED AS PRIVATE ROADWAY OR OPEN SPACE.

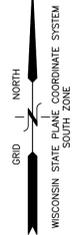
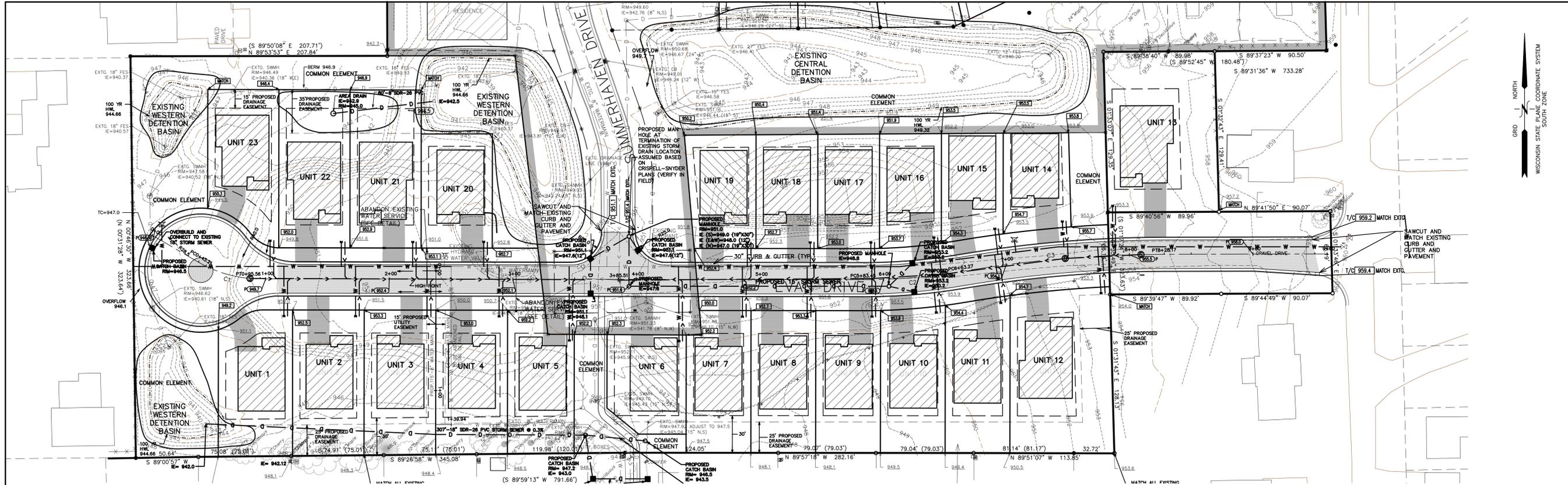
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERS HOTLINE

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

X:\Projects\8868\ACAD\Phase 3\8868_P3.dwg



GENERAL NOTES:

- LOCATIONS OF EXISTING UNDERGROUND UTILITIES OR STRUCTURES SHOWN ANYWHERE WITHIN THESE PLANS ARE BASED UPON RECORDS AVAILABLE AT THE TIME THE PLANS WERE PREPARED AND SHOULD NOT BE ASSUMED TO BE COMPLETE OR CORRECT IN ALL INSTANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE FOR HIMSELF THE EXACT LOCATIONS AND TYPES OF THEIR FACILITIES BEFORE EXCAVATING. THE CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND WORK DURING THE COURSE OF HIS CONSTRUCTION ACTIVITY.
- PROPOSED PAVED ROADWAYS SHOWN ARE 27' WIDE BETWEEN FACE OF CURB WITH 30" CURB AND GUTTER AND SHALL BE BUILT TO CITY STANDARDS.
- ALL WORK DONE WITHIN THE ROAD RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.

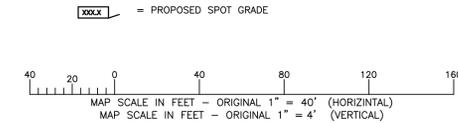
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERSHOTLINE

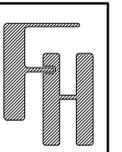
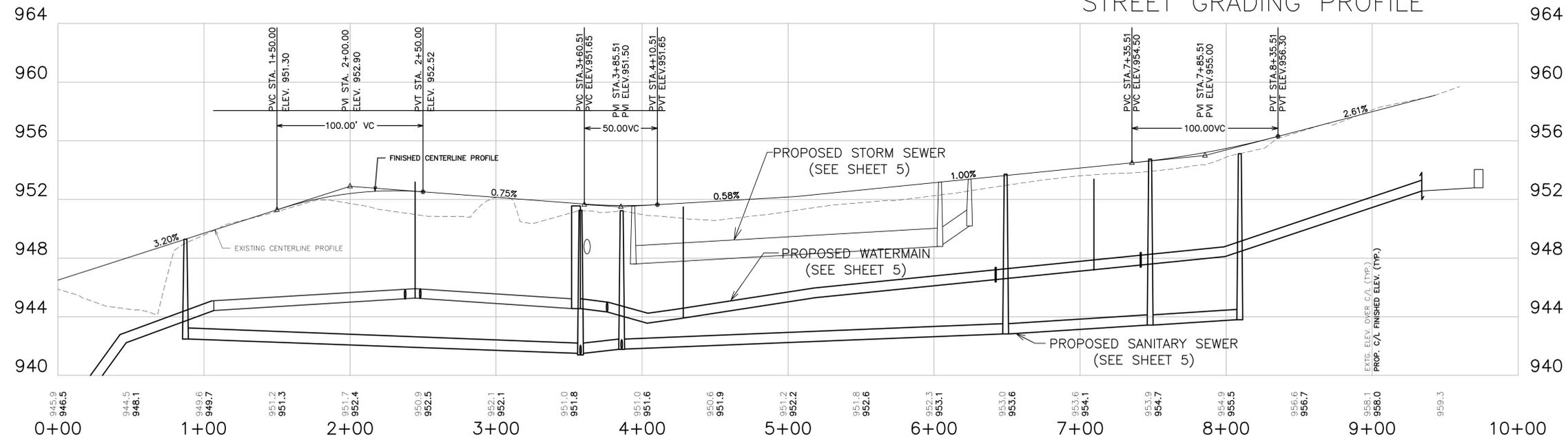
Toll Free (800) 242-8511
 Milwaukee Area (414) 259-1181
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	52.36'	51.76'	S 74°55'27" E	60°00'05"
C2	494.88'	79.82'	79.73'	N 85°15'45" E	80°43'33"
C3	1000.00'	164.90'	164.71'	N 85°10'20" E	80°33'08"



EVAN DRIVE
STREET GRADING PROFILE



**SUMMERHAVEN OF LAKE GENEVA
PHASE 3**
FINAL ENGINEERING PLANS
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

**PAVING & STORM SEWER
PLAN & PROFILE**

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS

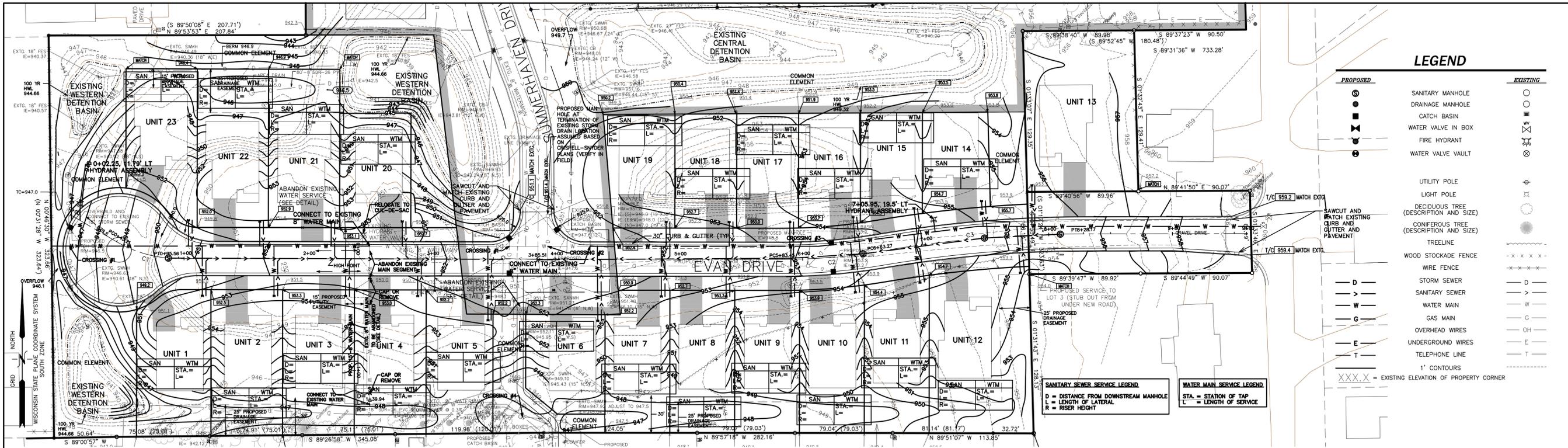
12/23/2020	- TS ADJUST LATERALS
04/13/2020	- TS ADD STORM SEWER PROFILE
05/11/2020	- TS ADVANCE
06/15/2020	- TS ADVANCE
07/02/2020	- TS ADVANCE
07/24/2020	- TS ADVANCE
08/05/2020	- TS ADVANCE

PROJECT NO.	8868
DATE	08/19/2019
SHEET NO.	4 OF 11



REVISIONS

12/23/2020	- TS ADJUST LATERALS
04/13/2021	- TS ADD STORM SEWER PROFILE
05/06/2020	- TS ADJUST GRADING
05/11/2020	- TS ADVANCE
06/15/2020	- TS ADVANCE
06/29/2020	- TS ADVANCE
07/02/2020	- TS ADVANCE
07/24/2020	- TS ADVANCE



LEGEND

PROPOSED	EXISTING

SANITARY SEWER SERVICE LEGEND

D = DISTANCE FROM DOWNSTREAM MANHOLE
L = LENGTH OF LATERAL
R = RISER HEIGHT

WATER MAIN SERVICE LEGEND

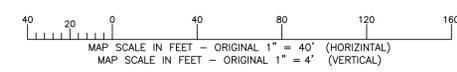
STA. = STATION OF TAP
L = LENGTH OF SERVICE

- UTILITY NOTES**
- LOCATIONS OF EXISTING UNDERGROUND UTILITIES OR STRUCTURES SHOWN ANYWHERE WITHIN THESE PLANS ARE BASED UPON RECORDS AVAILABLE AT THE TIME THE PLANS WERE PREPARED AND SHOULD NOT BE ASSUMED TO BE COMPLETE OR CORRECT IN ALL INSTANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE FOR HIMSELF THE EXACT LOCATIONS AND TYPES OF THEIR FACILITIES BEFORE EXCAVATING. THE CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND WORK DURING THE COURSE OF HIS CONSTRUCTION ACTIVITY.
 - CONTRACTOR SHALL CONTACT THE CITY OF LAKE GENEVA DEPARTMENT OF PUBLIC WORKS TO COORDINATE CONNECTION TO EXISTING MUNICIPAL SERVICES.
 - ALL WORK DONE WITHIN THE ROAD RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
 - MANHOLE CASTINGS WITHIN PAVEMENT SHALL INITIALLY BE CONSTRUCTED TO 1/4" BELOW THE TOP OF THE FIRST LAYER OF ASPHALT & ADJUSTED AT THE TIME THE FINAL ASPHALT LAYER IS PLACED.
 - A TEMPORARY PLUG MUST BE INSTALLED IN THE DOWNSTREAM MANHOLE DURING CONSTRUCTION TO PREVENT SEDIMENT/DEBRIS FROM ENTERING THE DOWNSTREAM SEWER. ALL PLUGS MUST BE REMOVED PRIOR TO CITY ACCEPTANCE OF THE NEW SERVICES.

- CONSTRUCTION & INSPECTION NOTES**
- NO CONSTRUCTION, OR INSTALLATION OR IMPROVEMENTS SHALL COMMENCE UNTIL ARRANGEMENTS FOR INSPECTION BY THE CITY ENGINEER HAVE BEEN MADE AND THE CITY ENGINEER HAS GIVEN WRITTEN AUTHORIZATION TO COMMENCE SAID CONSTRUCTION.
 - CONTRACTOR SHALL CONTACT THE CITY ENGINEER AT LEAST 72 HOURS PRIOR TO THE NEED FOR AS REQUIRED BY THE SPECIAL PROVISIONS ON SHEETS 6 & 7.
 - NO MATERIAL OF ANY KIND SHALL BE USED IN THE WORK UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY THE CITY ENGINEER OR HIS INSPECTOR. THE CITY ENGINEER MAY WAIVE THIS INSPECTION REQUIREMENT IN HIS SOLE DISCRETION. ALL REJECTED MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES. ANY MATERIALS OR WORKMANSHIP FOUND AT ANY TIME TO BE DEFECTIVE SHALL BE REPLACED OR REMEDIATED AT ONCE REGARDLESS OF PREVIOUS INSPECTION. INSPECTION OF MATERIALS SHALL BE PROMPTLY MADE, AND WHERE PRACTICABLE, AT THE SOURCE OF SUPPLY.
 - THE CITY ENGINEER, HIS INSPECTORS, REPRESENTATIVES OR AGENTS SHALL, AT ALL TIMES, HAVE UNRESTRICTED ACCESS TO ALL PARTS OF THE WORK AND TO OTHER PLACES WHERE OR IN WHICH THE PREPARATION OF MATERIALS AND OTHER INTEGRAL PARTS OF THE WORK ARE BEING CARRIED ON AND CONDUCTED.

ROAD CENTERLINE CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	52.36'	51.76'	S 74°55'27" E	60°00'05"
C2	494.88'	79.82'	79.73'	N 85°15'45" E	80°43'33"
C3	1000.00'	164.90'	164.71'	N 85°10'20" E	80°33'08"

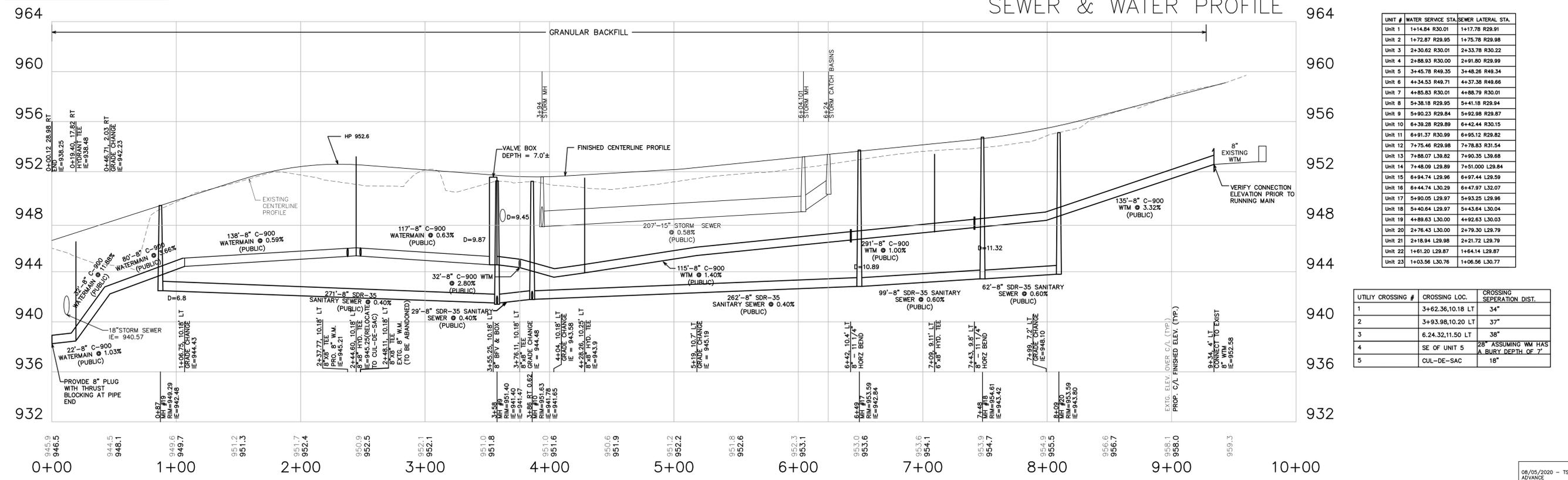


TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERS HOTLINE

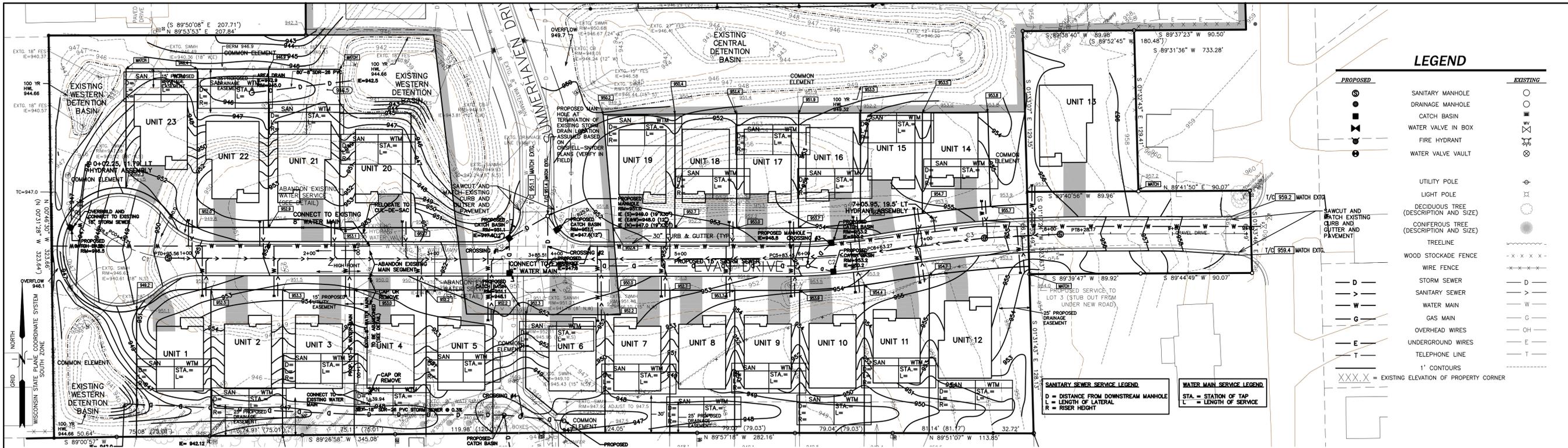
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



UNIT #	WATER SERVICE STA.	SEWER LATERAL STA.
Unit 1	1+14.84 R30.01	1+17.78 R29.91
Unit 2	1+72.87 R29.95	1+75.78 R29.98
Unit 3	2+30.62 R30.01	2+33.78 R30.22
Unit 4	2+88.93 R30.00	2+91.80 R29.99
Unit 5	3+45.78 R49.35	3+48.26 R49.34
Unit 6	4+34.53 R49.71	4+37.38 R49.66
Unit 7	4+85.83 R30.01	4+88.79 R30.01
Unit 8	5+38.18 R29.95	5+41.18 R29.94
Unit 9	5+90.23 R29.84	5+92.98 R29.87
Unit 10	6+39.28 R29.89	6+42.44 R30.15
Unit 11	6+91.37 R30.99	6+95.12 R29.82
Unit 12	7+75.46 R29.98	7+78.83 R31.54
Unit 13	7+88.07 L39.82	7+90.35 L39.68
Unit 14	7+48.09 L29.89	7+51.00 L29.84
Unit 15	6+94.74 L29.96	6+97.44 L29.59
Unit 16	6+44.74 L30.29	6+47.97 L32.07
Unit 17	5+90.05 L29.97	5+93.25 L29.96
Unit 18	5+40.64 L29.97	5+43.64 L30.04
Unit 19	4+88.63 L30.00	4+92.63 L30.03
Unit 20	2+78.43 L30.00	2+79.50 L29.79
Unit 21	2+18.94 L29.87	2+21.72 L29.79
Unit 22	1+61.20 L29.87	1+64.14 L29.87
Unit 23	1+03.56 L30.76	1+06.56 L30.77

UTILITY CROSSING #	CROSSING LOC.	CROSSING SEPARATION DIST.
1	3+62.36, 10.18 LT	34"
2	3+93.98, 10.20 LT	37"
3	6.24, 32.11, 50.17	38"
4	SE OF UNIT 5	28" ASSUMING WM HAS A BURIED DEPTH OF 7"
5	CUL-DE-SAC	18"



LEGEND

PROPOSED	EXISTING

SANITARY SEWER SERVICE LEGEND
 D = DISTANCE FROM DOWNSTREAM MANHOLE
 L = LENGTH OF LATERAL
 R = RISER HEIGHT

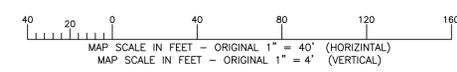
WATER MAIN SERVICE LEGEND
 STA. = STATION OF TAP
 L = LENGTH OF SERVICE

- ### UTILITY NOTES
- LOCATIONS OF EXISTING UNDERGROUND UTILITIES OR STRUCTURES SHOWN ANYWHERE WITHIN THESE PLANS ARE BASED UPON RECORDS AVAILABLE AT THE TIME THE PLANS WERE PREPARED AND SHOULD NOT BE ASSUMED TO BE COMPLETE OR CORRECT IN ALL INSTANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE FOR HIMSELF THE EXACT LOCATIONS AND TYPES OF THEIR FACILITIES BEFORE EXCAVATING. THE CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND WORK DURING THE COURSE OF HIS CONSTRUCTION ACTIVITY.
 - CONTRACTOR SHALL CONTACT THE CITY OF LAKE GENEVA DEPARTMENT OF PUBLIC WORKS TO COORDINATE CONNECTION TO EXISTING MUNICIPAL SERVICES.
 - ALL WORK DONE WITHIN THE ROAD RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
 - MANHOLE CASTINGS WITHIN PAVEMENT SHALL INITIALLY BE CONSTRUCTED TO 1/4" BELOW THE TOP OF THE FIRST LAYER OF ASPHALT & ADJUSTED AT THE TIME THE FINAL ASPHALT LAYER IS PLACED.
 - A TEMPORARY PLUG MUST BE INSTALLED IN THE DOWNSTREAM MANHOLE DURING CONSTRUCTION TO PREVENT SEDIMENT/DEBRIS FROM ENTERING THE DOWNSTREAM SEWER. ALL PLUGS MUST BE REMOVED PRIOR TO CITY ACCEPTANCE OF THE NEW SERVICES.

- ### CONSTRUCTION & INSPECTION NOTES
- NO CONSTRUCTION, OR INSTALLATION OR IMPROVEMENTS SHALL COMMENCE UNTIL ARRANGEMENTS FOR INSPECTION BY THE CITY ENGINEER HAVE BEEN MADE AND THE CITY ENGINEER HAS GIVEN WRITTEN AUTHORIZATION TO COMMENCE SAID CONSTRUCTION.
 - CONTRACTOR SHALL CONTACT THE CITY ENGINEER AT LEAST 72 HOURS PRIOR TO THE NEED FOR AS REQUIRED BY THE SPECIAL PROVISIONS ON SHEETS 6 & 7.
 - NO MATERIAL OF ANY KIND SHALL BE USED IN THE WORK UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY THE CITY ENGINEER OR HIS INSPECTOR. THE CITY ENGINEER MAY WAIVE THIS INSPECTION REQUIREMENT IN HIS SOLE DISCRETION. ALL REJECTED MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES. ANY MATERIALS OR WORKMANSHIP FOUND AT ANY TIME TO BE DEFECTIVE SHALL BE REPLACED OR REMEDIATED AT ONCE REGARDLESS OF PREVIOUS INSPECTION. INSPECTION OF MATERIALS SHALL BE PROMPTLY MADE, AND WHERE PRACTICABLE, AT THE SOURCE OF SUPPLY.
 - THE CITY ENGINEER, HIS INSPECTORS, REPRESENTATIVES OR AGENTS SHALL, AT ALL TIMES, HAVE UNRESTRICTED ACCESS TO ALL PARTS OF THE WORK AND TO OTHER PLACES WHERE OR IN WHICH THE PREPARATION OF MATERIALS AND OTHER INTEGRAL PARTS OF THE WORK ARE BEING CARRIED ON AND CONDUCTED.

ROAD CENTERLINE CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	52.36'	51.76'	S 74°55'27" E	60°00'05"
C2	494.88'	79.82'	79.73'	N 85°15'45" E	80°43'33"
C3	1000.00'	164.90'	164.71'	N 85°10'20" E	80°33'08"



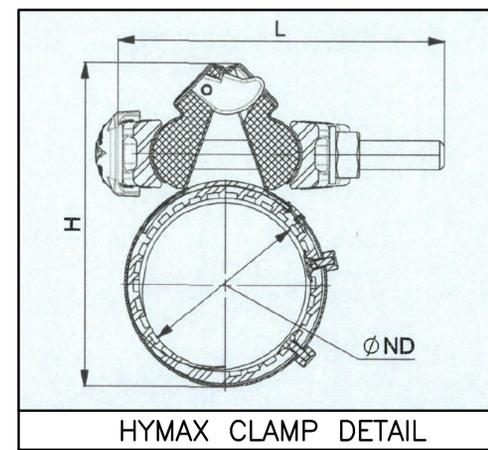
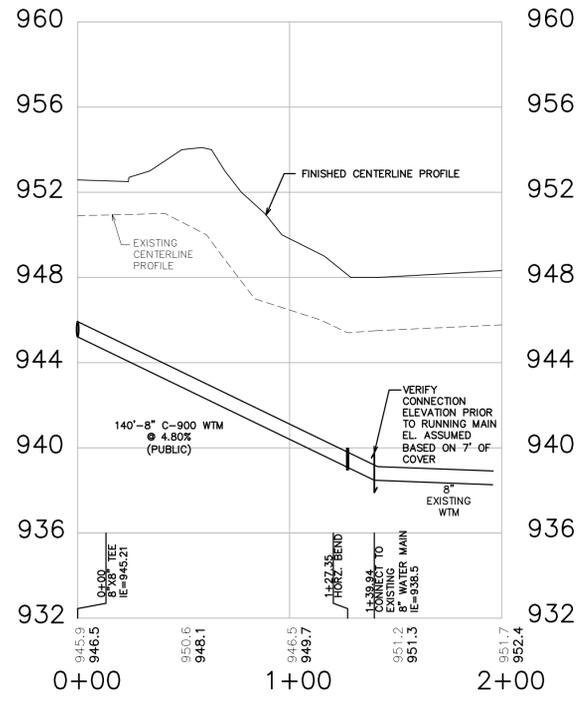
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERS HOTLINE

Toll Free (800) 242-8511
 Milwaukee Area (414) 259-1181
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

UNIT 3-4 WATER MAIN PROFILE



NOTE: HYMAX CLAMP IS TO BE USED FOR WATER SERVICE ABANDONMENT. CLAMPS ARE TO BE 12" IN LENGTH AND SIZED TO THE NOMINAL DIAMETER OF THE WATER SERVICE. ABANDONED WATERMAIN IS TO BE CAPPED AT BOTH NORTHERN AND SOUTHERN EXTENTS OF SEGMENT.

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 OFFICE: (262) 723-2098 FAX: (262) 723-5886

SUMMERHAVEN OF LAKE GENEVA
 PHASE 3
 FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

PUBLIC WATER PLAN & PROFILE

REVISIONS
12/23/2020 - TS ADJUST LATERALS
04/13/20 - TS ADD STORM SEWER PROFILE
05/06/2020 - TS ADJUST GRADING
05/11/2020 - TS ADVANCE
06/15/2020 - TS ADVANCE
06/29/2020 - TS ADVANCE

PROJECT NO. 8868
 DATE 08/19/2019
 SHEET NO. 6 OF 11

PUBLIC SANITARY SEWER AND WATER MAIN
101. STANDARD SPECIFICATIONS

The "Standard Specifications for Sewer and Water Construction in Wisconsin", Sixth Edition, December 22, 2003, with Addendum No. 1, "Standard Specifications" and The City of Lake Geneva Special Provisions Development Standards for Private Developments, "Special Provisions" will govern all public sanitary sewer and water main utility work performed on this project. Below are the relevant sections of the "Special Provisions".

In the event of a discrepancy between the "Special Provisions" and the "Standard Specifications" the "Special Provisions" shall govern.

Copies of the "Standard Specifications" may be obtained by contacting:

Public Works Industry Improvement Program
Kapir & Associates
2835 N. Mayfair Road, Suite 35
Milwaukee, WI 53222
Phone: (414) 778-1050

Copies of The City of Lake Geneva Special Provisions Development Standards for Private Developments may be obtained by contacting the City Water and Sewer Utility Engineer (City Utility Engineer):
Kapir & Associates
1224 S. Pine St.
Burlington, WI 53105
Phone: (262) 767-2747

201. SANITARY SEWER CONSTRUCTION

A. Bedding and Cover Material

1. Sanitary sewer bedding and cover material shall conform to the appropriate sections of the "Standard Specifications", as specified and/or modified below:

a. PVC Pipe - Section 3.2.6(i), as modified below (Note that the bedding section is essentially Class "B" Bedding including placing a minimum of 12 inches of cover material over the top of the pipe):

(1) Bedding material used for 18" diameter or smaller sewer pipes shall conform to either Table 32 (3/8" crushed stone chips containing at least 85% machine fractured particles) or Table 33 (3/4" crushed stone chips containing at least 65% machine fractured particles) of Section 8.43.2(a). Crushed pea gravel will not be allowed for use as bedding material. Cover material shall be the same material as used for bedding.

(2) Delete the following sentence from Paragraphs 3.2.6(b)2 and 3.2.6(j):

"If crushed stone chips or other materials conforming to Section 8.43.2(a) are used as cover material, no compaction or staging is required."

(3) Placement and Compaction.

(a) Place bedding material to the springline of the pipe and compact prior to placing cover material. Compaction of bedding material at the level of the pipe springline shall include working bedding material under the haunches of the pipe using shovels or other suitable methods. The Contractor shall take care to completely work bedding material under the haunches of the pipe to provide adequate side support.

(b) Place and compact cover material in one or more lifts after compacting bedding material. Place a minimum of 12 inches of cover material over the pipe.

(c) Refer to Subsection 607.B. of the "Special Provisions" for requirements for recompacting Class "B" bedding disturbed by trench boxes.

B. Laterals

1. Connections to the Main Sewer

a. Building sewer (lateral) connections to the main sewer 18" in diameter or less shall be made with wyes except as noted below. The ends of laterals shall be plugged in accordance with Paragraph 3.2.5(f) of the "Standard Specifications".

(1) All lateral connections to new flexible pipe shall be made with factory fabricated or injection molded in-line wyes unless otherwise approved by the Engineer.

b. Place wyes at a typical vertical angle of 45° to the horizontal except install wyes flat or level when the Plans state to install laterals as low as possible.

2. Grade

a. Install sewer laterals at a minimum 2.08% (1/4"/ft.) grade unless shown otherwise on the Plans.

3. Marker Stakes

a. The Contractor shall furnish and install a marker stake over the end of each lateral installed. The marker shall be a minimum 2" x 4" x 4" wooden plank or as approved by the Engineer. The marker shall be placed vertically with its top flush with the surface grade. Place a spike or other durable magnetic material in the top of the marker stake to aid in future relocation.

4. Risers

a. Risers on shallow flexible gravity sewer mains shall be constructed of flexible gravity sewer pipe in accordance with File No. 10E of the "Standard Specifications". Use File No. 10E for risers up to 6 feet in height and for mains not exceeding 16 feet in depth measured from the flowline of the sewer.

b. Riser connections shall be made with factory fabricated or injection molded in-line tees. Do not use saddles for riser connections.

5. Cleanouts

a. All laterals exceeding 100 feet in length shall have cleanouts installed on them. Cleanouts shall be placed at 100 foot maximum spacings as shown on the Plans or as directed by the Engineer. They shall be constructed in accordance with the details shown on the Plans.

C. Connections to Existing Manhole

1. Sewer connections to existing manholes shall be made in accordance with Section 3.5.7 of the "Standard Specifications". Field tapped holes for connecting sewer pipe to manholes shall be made by coring the manhole except that connections to brick or block manholes may be made by punching out the opening. Flexible pipe connections shall be made with flexible watertight connectors, Kor-N-Seal, Link-Seal or equal. All clamps, bolts, etc. of pipe to manhole seals shall be stainless steel. If Link-Seal connectors are used, the bolt heads shall be placed on the inside of manholes.

2. Form a new flow line(s) in the existing manhole(s) in accordance with File No. 13 of the "Standard Specifications".

3. For outside drop connection to existing manhole follow section 3.5.8(d)4, File 22 of the "Standard Specifications".

4. Plug Downstream Manhole

a. Place temporary plugs in all downstream (receiving) manholes to prevent groundwater and debris from entering the existing sewer system.

D. Pipe Flotation

1. Pipes installed below the groundwater elevation shall be protected against flotation. The Contractor shall lower the groundwater elevation until after adequate cover has been placed to secure pipes.

E. Insulation

1. Sewer lines shall be insulated where noted on the Plans and wherever the depth of cover is less than five (5) feet when so ordered by the Engineer. Insulation shall be in accordance with Chapter 4.17.0 of the "Standard Specifications" and the details in the Appendix of the "Special Provisions".

F. Deflection Testing

1. Polyvinyl chloride (PVC) sewer pipe shall be deflection tested with an approved go-no-go acceptance testing device. The test shall not be conducted until after all backfill has been placed and consolidated and after riser pipes and sewer laterals have been installed. The entire length of sewer pipe shall be tested.

a. PVC pipe shall be deflection tested in accordance with Paragraph 3.2.6(i)4. of the "Standard Specifications", as amended below:

(1) PVC pipe shall not be deflection tested until at least 14 days after all backfill has been placed, including backfilling of laterals and risers. Initial deflection testing shall be done using a 95% mandrel. The use of a 92.5% testing device will not be allowed for initial testing regardless of the time elapsed after backfilling.

(2) All sections failing to pass the test shall be repaired and retested, however, if at least 30 days have elapsed since the pipe was placed and backfilled, the Contractor will be allowed to retest the sewer line using a 92.5% mandrel.

2. Mandrels

a. Go-no go mandrels shall conform to the requirements of File No. 30 and 30A of the "Standard Specifications".

G. Leakage Testing

1. Low Pressure Air Test

a. Amend Paragraph 3.7.1 of the "Standard Specifications" to read in part: "Sanitary sewers less than or equal to 36 inches in diameter shall be tested for leakage using the low pressure air test. The length of laterals included in the test section shall be included in determining the test time."

H. Televising Sewers

1. The Contractor shall televise all sewers after successfully completing deflection and leakage testing.

2. The Contractor shall provide the Owner with a copy of the videotape and a written report by the video contractor. The report shall indicate all defects (i.e.: bad joints, cracked pipe, infiltration, standing water, etc.) and shall list locations of all laterals.

3. All defects shall be corrected and any dirt, gravel or foreign material removed from the sewer prior to acceptance by the Owner.

205. SANITARY SEWER MATERIALS

A. Sanitary sewer pipe material shall be polyvinyl chloride (PVC) pipe conforming to the following:

1. Polyvinyl chloride (PVC) sewer pipe (4 inch through 15 inch diameter) meeting the requirements of ASTM D3034, SDR 35, with a minimum pipe stiffness of 46 psi and having integral bell type flexible elastomeric joints meeting the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. PVC material shall have a cell classification of 12454B, 12454C, 12364C or 13364B, except that 12364C and 13364B shall have a minimum modulus of elasticity of 500,000 psi. (Option: SDR 26 with a minimum pipe stiffness of 115 psi.)

2. Polyvinyl chloride (PVC) small diameter profile wall sewer pipe (8 inch and 10 inch diameter) meeting the requirements of ASTM F949, open profile, core type pipe (CONTECH A-2026). Pipe shall have a minimum pipe stiffness of 115 PSI and have integral bell type flexible elastomeric joints meeting the requirements of ASTM D3212. Joint gaskets shall meet the requirements of ASTM F477. PVC material shall have a cell classification of 12454B or 12454C and a minimum modulus of elasticity of 500,000 psi.

a. Lateral pipe material shall conform to the requirements of ASTM D3034, SDR 26.

210. SANITARY MANHOLES

A. Standard Manhole

1. Sanitary manholes shall be constructed in accordance with Chapter 3.5.0 and File Nos. 12, 12A, 13, and 15 of the "Standard Specifications" and these Special Provisions.

a. Paired Manhole Base

(1) All manhole bases (benches) shall be poured in place in accordance with Subsection 3.5.5(b) of the "Standard Specifications". Precast manhole bases or precast integral base units will be allowed in accordance with Subsection 3.5.5(c), however, no precast base units with preformed benches are allowed. All manhole benches shall be poured in place.

2. Manholes shall be precast 48 inch inside diameter with concentric cones.

a. Adjusting Rings

(1) A minimum of 4 inches to a maximum of 19 inches of adjusting rings shall be furnished for each manhole, unless shown otherwise on the Plans. (Note: Type II Manholes - 3 inches minimum of rings is acceptable.)

(2) Furnish manholes to minimize the chimney height required, so that chimney seal extensions will not be required. Note that a standard 9 inch seal covers a 6-1/2 inch chimney height.

(3) Material

(a) Adjusting rings shall be concrete, unless specified otherwise below, meeting the requirements of Subsection 8.39.11 of the "Standard Specifications".

(b) Rubber Adjusting Rings

(1) The top adjusting ring on manholes subject to traffic loadings shall be rubber as manufactured by Infra-Risers, Adaptor, Inc., or equal. Use tapered adjusting rings alone or in combination to place the manhole casting truly parallel with the plane of the pavement. Install adjusting rings in accordance with the manufacturer's instructions using the recommended adhesive.

b. Manhole depths shown on the Plans are approximate only, unless the cover elevation is indicated. Manhole covers shall be placed to match the existing grade unless the finished elevation is shown on the Plans.

(1) Place manhole covers 1/4 inch below the pavement grade in roadways.

3. Manhole Frames and Covers

a. Manhole frames and covers shall be Neenah R-1580 with Type "B" self-sealing lids, non-rocking, or equal.

B. Frame/Chimney Joints

1. Type I - Modified

a. All sanitary manholes shall be constructed with Type I frame/chimney joints. Type I joints shall consist of the following:

(1) Adjusting rings shall be set with butyl rubber sealant troweled into a 1/4 inch thick layer over the entire surface area of all adjusting rings. The butyl rubber sealant shall be EZ-Stik or Kent-Seal butyl base sealant in trowelable grade or equal.

(2) Internal/External Chimney Seal

Type I joints shall be provided with an external manhole chimney seal (internal/external adaptor seal) as manufactured by Adaptor Inc., West Allis, Wisconsin. The internal/external manhole seal shall be installed in accordance with the manufacturer's instructions.

(a) Furnish and install manhole seals to span (cover) the entire chimney height. Provide extensions as required.

2. Cone/Ring Dimensions

a. Manhole Cone Sections

(1) The top dimensions of cone sections shall be either 24 inches inside diameter by 36 inches outside diameter or 26 inches inside diameter by 36 inches outside diameter.

(2) The outside diameter of the top of the cone section shall be as large as or larger than the base flange of the manhole casting.

b. Adjusting Rings

(1) Adjusting ring dimensions shall match the dimensions of the top of the cone section; either 24" x 36" or 26" x 38".

(2) Adjusting rings shall have flat or even bearing surfaces providing bearing contact over the entire contact surfaces.

(3) Adjusting rings shall be as specified in Section 8.39.11 of the "Standard Specifications" or Subsection 210.A.2.a(3) of the "Special Provisions", except the dimensions shall be as specified above.

c. Center adjusting rings on manhole cones and center manhole castings on adjusting rings so that their surfaces will be flush whenever possible.

C. Manhole Riser Joints

1. Joints for precast manhole riser sections shall be made with rubber "O"-ring gaskets, a continuous ring of butyl rubber sealant (EZ-Stik or Kent-Seal in rope form) or equal. The butyl sealant shall be 1 inch diameter equivalent or as recommended by the manhole manufacturer.

2. Joints for precast manhole barrel sections including the joint with the bottom of the cone shall be wrapped with an external joint seal as manufactured by Mar Mac Construction Products Company, Cretek Specialty Products, COI Pipeline Systems, LLC, or equal. The external manhole seal shall be installed in accordance with the manufacturer's instructions.

a. If external joint seals require steel strapping, it shall be a minimum 5/8" - 316 stainless steel with stainless steel "strap lock" fasteners.

D. Manhole Lifting Holes

1. All lifting holes in precast manhole sections shall be lagged using rubber plugs supplied by the manhole supplier, non-shrink grout or other approved method. Non-shrink grout shall fill the entire void and shall be troweled at each face to provide smooth surfaces. Cement mortar shall not be used to plug lifting holes.

E. Manhole Pipe Connections

1. Connections of pipes to manholes shall be made in accordance with Section 3.5.7 of the "Standard Specifications". All field tapped holes for connecting sewer pipe to manholes shall be made by coring.

2. All plastic pipe shall be connected to manholes by means of flexible watertight pipe to manhole seals in accordance with Subsection 3.5.7(c). Manhole seals shall be Kor-N-Seal, Link Seal or equal. All clamps, bolts, etc. of pipe to manhole seals shall be stainless steel. If Link Seal connectors are used, the bolt heads shall be placed on the inside of manholes.

F. Drop Manholes

1. All drop manholes, unless shown otherwise on the Plans, shall be constructed as "outside" drop manholes in accordance with Section 3.5.8(d) and File No. 19 or 20 of the "Standard Specifications" and the requirements of these Special Provisions.

a. Heights of manhole drops shown on the Plans are figured from the invert of the outgoing sewer to the invert of the incoming sewer.

G. Manhole Air Vents

1. The Contractor shall construct manhole air vents at the locations shown on the Plans and/or as directed by the Engineer. Manhole air vents shall be constructed in accordance with the details shown on the Plans or included in the Appendix of the "Special Provisions".

H. Manhole Vacuum Testing

1. Delete Section 3.7.6 of the "Standard Specifications" in its entirety and replace it with the following.

2. The Contractor shall vacuum test all sanitary sewer manholes for leakage, regardless of the sewer diameter, in accordance with the following:

a. The chimney and casting shall be in place prior to vacuum testing manholes.

b. All testing shall be done in the presence of the City Utility Engineer or his representative.

3. Isolate the manhole to be tested by plugging the inlet and outlet pipes with inflatable stoppers or other suitable test plugs. The plugs shall be securely braced to prevent the plugs from being drawn into the manhole.

4. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.

a. Prior to starting the vacuum pump, determine the hydrostatic head on the lowest pipe connection to the manhole being tested.

b. If the hydrostatic head on the lowest pipe connection to the manhole is 12 feet or less, a vacuum pressure equal to 10 inches Hg (mercury) shall be applied to the manhole utilizing the vacuum pump.

c. When the pressure gage indicates 10 inches Hg, close the control valve, shut off the vacuum pump, and begin counting the seconds for the indicated pressure to drop one inch Hg. If the elapsed time is longer than the minimum time indicated in the following Table J, the manhole passes the test.

d. In the event the hydrostatic head is between 12 feet and 21 feet above the lowest connection to the manhole, the test vacuum pressure shall be greater one inch Hg for each foot of hydrostatic head in accordance with the following Table II. If the hydrostatic head is reduced than 22 feet, no vacuum test shall be performed.

e. If the test fails, repair or seal the manhole using non-shrink grout or other approved materials. Retest until an acceptable test is obtained.

f. Tests may be conducted before or after backfilling.

501. WATER MAIN CONSTRUCTION

A. Bedding and Cover Material

1. Polyvinyl Chloride (PVC) Pipe

a. Bedding and cover material shall be crushed stone chips conforming to either Table 32 (3/8" crushed stone chips containing at least 85% machine fractured particles) or Table 33 (3/4" crushed stone chips containing at least 65% machine fractured particles) of Section 8.43.2(a) of the "Standard Specifications". Crushed pea gravel will not be allowed for use as bedding or cover material.

2. Trench Section

a. The trench section shall conform to Section 4.3.3 and File No. 36 of the "Standard Specifications", as amended below:

(1) Bedding and cover shall be placed in a minimum of three separate lifts to ensure adequate compaction of these materials, with one lift of bedding material ending at or near the springline of the pipe. The Contractor shall take care to completely work bedding material under the haunch of the pipe to provide adequate side support.

(2) Amend Section 4.3.3 and File No. 36 of the "Standard Specifications" to require a minimum of 12 inches of cover material over the top of the pipe.

B. Polyethylene Wrap

1. Delete Section 4.4.4 and all references to polyethylene wrap from the "Standard Specifications". Polyethylene wrap is not required along the trunk water main unless the Engineer orders it to be installed.

2. Water mains installed within organic soil layers, former landfill areas or crossing cathodically protected pipe lines shall be wrapped as ordered by the Engineer.

a. Polyethylene wrap, if required, shall meet the requirements of AWWA Standard C-105 (ANSI A21.5) using Class C (black) polyethylene material and shall be installed as specified in Section 4.4.4 of the "Standard Specifications".

3. All fittings and valves are to be polyethylene wrapped. Polyethylene wrap shall meet the requirements of AWWA Standard C-105 (ANSI A21.5) using Class C (black) polyethylene material and shall be installed as specified in Section 4.4.4 of the "Standard Specifications".

C. Disinfecting Water Mains

1. Water mains shall be cleaned and disinfected in accordance with Sections 4.3.11 and 4.3.12 and Chapter 4.16.0 of the "Standard Specifications" and AWWA Standard C651. Place calcium hypochlorite tablets in the water main as specified in Section 4.3.12.

2. See Section 555 of the "Special Provisions" for water main flushing and sampling requirements.

D. Sewer Crossings

1. Center one full length of water main pipe on sewers wherever water main crosses over or under a sanitary or storm sewer so that both water main joints will be as far from the sewer as possible.

E. High Points in Water Main

1. The Contractor shall install water main at the grades shown on the Plans with no high points constructed in the main except at hydrants and as indicated on the Plans. If a high point which could trap air cannot be prevented, then an air release assembly shall be constructed at that point, if so ordered by the Engineer.

a. The Engineer reserves the right to order the Contractor to relay water main placed at the wrong grade. The cost of such relay work shall be paid for by the Contractor.

F. Joint Restraint

1. Restraining Fittings, Valves and Sleeves

a. MEGALUG Restrained Joints

(1) Restrain all fittings (bends, tees, caps and plugs), valves and sleeves using MEGALUG restrained joints as manufactured by EBAA Iron Sales, Inc. of Eastland, Texas.

(2) Buttress all fittings, as provided for in Paragraph G.1 below, in addition to joint restraint.

2. Restraining Vertical Bends and Offsets

a. Changes in the grade of the water main made by vertical bends or offsets shall be restrained as provided for in Subsection F.1 above.

3. Restrained Joint Pipe Sections

a. All water main pipe and fittings, within sections shown on the Plans as "Joint Restraint" or "Restrained", shall be restrained as specified in Subsection F. above and fittings shall be buttressed as specified in Subsection G. below.

b. Restrained Joints in Casings

(1) The joints of restrained joint pipe installed in casings shall be fully extended to take up the joint slack prior to making the end connections.

4. Restrain Valves on PVC Pipe in Valve Manholes

a. All valves placed in valve manholes and installed on PVC pipe shall be restrained using PVC joint restraint systems as manufactured by EBAA Iron Sales, Inc.

5. Restrained Hydrant Leads

a. Hydrant leads shall be restrained in accordance with Subsection 530.D. of the "Special Provisions".

G. Concrete Blocking (Buttresses)

1. All horizontal bends, tees, caps and plugs shall be provided with concrete buttresses, in addition to joint restraint as specified in Paragraph F.1.a(1) above, in accordance with Section 4.3.13 and File Nos. 44, 44A, 45 and 46 of the "Standard Specifications".

H. Insulation

1. Water mains shall be insulated where noted on the Plans and wherever the depth of cover is less than five (5) feet when so ordered by the Engineer. Insulation shall be in accordance with Chapter 4.17.0 of the "Standard Specifications" and the details in the Appendix of the "Special Provisions".

I. Operation of Existing Valves

1. All existing valves will be operated by or under the supervision of the Lake Geneva Utility Commission. Contact Josh Gajewski at (262) 248-2311, ext. 6115.

J. Water Service Disruption

1. The Contractor shall coordinate his work schedule with the Owner when connecting intersecting streets to the new water main in order to minimize inconvenience and disruption caused by the temporary discontinuance of water service. Water service to residences shall not be shut down for a period longer than eight (8) hours, nor after 4:30 p.m., or on weekends without approval of the Owner. Residential water service may only be shut down between the hours of 8:30 a.m. to 4:30 p.m., except that residential water services may be shut down outside of these hours with the Owner's permission.

Water service to businesses shall not be shut down for a period longer than two (2) hours unless satisfactory arrangements are made with the businesses affected. The Contractor shall take whatever measures are necessary to return service to the end of each working day, including the use of temporary valves or plugs.

a. The Contractor shall notify homeowners and businesses at least 24 hours prior to shutting off any water service.

K. Water Main Offsets

1. Water main shall be offset as shown on the Plans or as directed by the Engineer. Water main offsets shall be in accordance with File No. 47 of the "Standard Specifications" as modified below.

a. Place offsets to provide a minimum of six (6) feet of cover.

(1) Water main shall be offset down only (under the conducting utility) to prevent high points being created in the offset.

b. Offset castings may be used when the change in grade is 24 inches or less.

c. Concrete buttresses shall be constructed as shown, however, optional restraining methods as specified in the section on Joint Restraint of this article shall be used in lieu of strapping.

L. Tracer Wire

a. PVC water main shall be provided with tracer wire, including stubs and nonmetallic services and dead-end mains.

b. Material. Tracer wire shall be single strand, single conductor, insulated copper wire, minimum thickness No. 10 AWG.

c. Installation. Place tracer wire at the springline of the main and tape to the pipe at five-foot intervals. Extend wire up all valve boxes and hydrants terminated in a Bingham & Taylor Pb200NF612W2T box set behind each hydrant.

d. Testing. The contractor shall test tracer wire for electrical continuity prior to acceptance of the main.

505. WATER MAIN MATERIALS

A. Water main pipe material shall be ductile iron (DI) or polyvinyl chloride (PVC) pipe conforming to the following:

B. Tests

1. Pipe material delivered for use on this project shall conform to the requirements of the appropriate AWWA and ASTM Specifications noted herein. All pipe shall be marked in accordance with the requirements of the cited Specifications and each load delivered to the job site shall be accompanied by the manufacturer's certification of such compliance. Said certification to be delivered to the Engineer or his representative.

505.1. DUCTILE IRON PIPE

A. Ductile iron pipe meeting the requirements of AWWA Standard C151 (ANSI 21.5.1), cement mortar lined with internal and external bituminous coating and furnished with either push-on or mechanical joints with rubber gaskets. Do not furnish cable bonding or other methods of providing electrical conductivity.

1. Ductile iron pipe shall be furnished for the following minimum thickness classes:

a. Six (6) inch hydrant lead and 8 inch pipe shall be Class 53.

505.2. POLYVINYL CHLORIDE PIPE

A. Polyvinyl chloride (PVC) pipe (4 inch through 12 inch diameter) meeting the requirements of AWWA Standard C900, DR18, with cast iron O.D. and integral elastomeric bell and spigot joints.

1. Hydrant leads shall be ductile iron pipe.

2. Do not furnish cable bonding or other

505.4. FITTINGS (USED WITH DUCTILE IRON AND PVC PIPE)

- A. Fittings shall be ductile iron or cast iron, cement mortar lined with internal and external bituminous coating and meeting the requirements of AWWA Standard C110 (ANSI Z1.10). Fittings shall be supplied with mechanical joints with rubber gaskets.
1. Ductile iron mechanical joint fittings meeting the requirements of AWWA Standard C153 for "compact fittings", 3" through 24" size, may be used in place of the fittings specified above.
2. All fittings shall be North American made; Star Pipe Products, Tyler/Union and Sigma Corp. ONLY.
- B. Bolts
1. All water main nuts and bolts, including connections to mains, fittings, valves and hydrants, shall be stainless steel or Cor-Blue T-Bolts as manufactured by NSS Industries or equal.

510. VALVES AND VALVE BOXES

- A. Resilient-Seated Gate Valves
1. Resilient-seated gate valves shall meet the requirements of AWWA C-509 or AWWA C-515.
- a. Resilient-seated gate valves shall be furnished with mechanical joints with rubber gaskets, cast iron or ductile iron body, bronze mounted, resilient wedge, non-rising stem, "O"-ring stem seals, 2 inch square operating nut opening to the left (counterclockwise) and rated at 200 psi working pressure.
- (1) Furnish valves with "Everdur" or "NDZ" heavy-duty brass stem.
- b. All 4, 6, and 8 inch valves shall be resilient-seated gate valves unless shown otherwise on the Plans.
- c. Resilient-seated gate valves shall be Waterous, American Flow Control 2500 series valve C515.
- B. Valve Boxes
1. Valve boxes shall be three (3) piece cast iron valve boxes consisting of bottom (5-1/4" shaft diameter) and screw type top section with cover marked "WATER".
- a. Place valve box covers at the existing grade or to the elevation shown on the Plans or as specified in the "Special Provisions". Furnish extension sections as required. Turn the top section down, where covers are set below the finished grade, to allow for future final adjustment (raising) to finish grade.
- b. Valve boxes shall be North American made; Tyler/Union, East Jordan Iron Works, Bingham & Taylor.
2. Valve Box Adaptors
- a. Valve boxes for both gate and butterfly valves shall be installed by mounting on valve box adaptors. Valve box adaptors shall be Adaptor, Inc.#6 Series Valve Box Adaptor.
3. Valve Box Depth
- a. Valve box depths shown on the Plans are approximate only, unless the cover elevation is indicated. Valve box covers shall be placed to match the existing grade (1/4 inch below pavement surface) unless the finished elevation is shown on the Plans.

C. Tapping Valves and Sleeves

1. Tapping valves shall be similar to the AWWA gate valves specified in Subsection 510.A. of the "Special Provisions" except for the end connection (usually flanged) to the tapping sleeve and oversized seat rings to permit entry of the tapping machine cutters.
2. Tapping sleeves shall be supplied by the manufacturer of the tapping valves.
- D. Cutting-In Valves and Sleeves
1. Cutting-in valves shall be similar to the AWWA gate valves specified in Subsection 510.A of the "Special Provisions" except that they shall be provided with special gaskets allowing assembly on various types of pipe.
2. Cutting-in sleeves shall be supplied by the manufacturer of the cutting-in valves.

530. HYDRANTS

- A. Standard Hydrant
1. Hydrants shall be Waterous "Pacer" Model WB-67, conforming to the following specifications:
- a. Hydrants shall be compression type, with 5-1/4 inch bottom valve and 6 inch mechanical joint inlet connection equipped with cable bonding, "O"-ring packing, safety flange construction, meeting the requirements of AWWA Standard C502 and meeting specifications for 300 PSI test pressure and 150 PSI working pressure.
- b. Hydrants shall have two 2-1/2 inch hose nozzles with National Standard fire hose coupling screw threads and nut type nozzle caps with gaskets and chains and one 4-1/2 inch pumper nozzle with STORZ-LOK 125 quick-connect fitting.
- c. Hydrants shall have 1-1/2 inch pentagon operating nut opening to the left (counter-clockwise).
- d. Hydrants, including barrel extensions, shall be painted federal safety yellow.
2. Air-Release Hydrants
- a. Air-release hydrants shall be installed in accordance with the details shown in the Appendix of the "Special Provisions".
- B. Barrel Extensions
1. Hydrants shall be furnished for 6-1/2 feet of bury unless the Plans show greater burial depths. Use bends in the hydrant lead to bring the hydrant to the proper burial depth. The distance from the ground line to the centerline of the lowest nozzle shall be from 18 to 23 inches.
2. Extensions
- a. Hydrant extensions may be used only where bends cannot be utilized to bring the hydrant to the desired depth and only with the Owner's approval. Hydrant extensions shall be compatible with hydrant barrel and stem sections and shall be installed at the top of the barrel section.
- C. Valves and Valve Boxes
1. Hydrant valves and valve boxes shall conform to the requirements for gate valves and valve boxes of the "Special Provisions".
- D. Hydrant Leads
1. Hydrant leads shall be six (6) inch, Class 53, ductile iron pipe.
2. Restrain hydrants with thrust blocking and by anchoring to the main. Restrain all joints with MEGALUG restrained joints or anchoring pipe and anchoring fittings. Provide concrete thrust blocks for both hydrant and hydrant tee.
3. Restrain one full length of pipe on both sides of the hydrant tee.
- E. Hydrant and Auxiliary Valve Locations
1. Place hydrants 5 feet behind the back of curb or as shown on the Plans.
2. Place hydrant valves within 30 inches of the main.
- F. Temporary Hydrant Cover
1. Temporarily cover new hydrants during construction with polyethylene bags, securely fastened in place, until after the water main has been tested and placed in service.

540. WATER SERVICES

- A. Installation
1. Water service piping shall be installed in accordance with Chapter 5.5.0 of the "Standard Specifications" and the following provisions:
- a. Do not connect services to the water main until after the main has been tested and a safe water sample obtained.
- b. Insert the corporation stop into the water main while the main is in service and under pressure.
- c. Don't backfill the water service trench until after the service has been checked for leaks and the service piping thoroughly flushed.
2. Cover
- a. Install water service piping with 6-1/2 feet minimum cover except provide 5 feet minimum cover at ditches.
3. Tapping PVC Water Main
- a. PVC water main shall be tapped using double strap service clamps. Corporation stops installed on PVC pipe shall be furnished with AWWA tapered threads conforming to AWWA C-800.
- (1) Service clamps shall have the following minimum total widths:
- (a) 3/4" and 1" services - 2" minimum width.
- (b) 1-1/4", 1-1/2" and 2" services - 3" minimum width.
- b. Taps shall be located at least 2 feet from the ends of pipe sections and at least 18 inches apart measured in a horizontal direction.
- c. Tap PVC pipe using a shell cutter with internal teeth. Do not use a standard drill and tap for direct tapping under pressure.
- d. Place teflon tape on corporation stop threads prior to installation. Corporation stops shall be torqued to a maximum of 35 ft.-lb. or as recommended by the manufacturer.
- B. Curb Valve Location
1. Curb valves shall be placed six (6) inches to one (1) foot from the right-of-way line, unless shown otherwise on the Plans; with the residence side of the curb valve capped or plugged.
- a. Valve placement in sidewalk is NOT acceptable.

C. Water Service/Sanitary Sewer (Lateral) Separation

1. Horizontal Separation
- a. Install water services 2-1/2 inches or larger in diameter at least 8 feet horizontally from sanitary sewer laterals.
- b. Install water services 2 inches or less in diameter at least 30 inches horizontally from sanitary sewer laterals.
- (1) Water services may be installed closer than 30 inches from a sewer lateral if the bottom of the water piping is at least 12 inches above the sewer.
- c. No water service may be installed within 6 inches of a storm sewer.
2. Vertical Separation
- a. Water main and water service piping crossing a sanitary sewer, including laterals, and located within 10 feet of the point of crossing shall be installed:
- (1) At least 12 inches above the top of the sewer, or
- (2) At least 18 inches below the bottom of the sewer from the top of the water piping, or
- (3) Within a waterproof sleeve, made of PVC (ASTM D3034 or ASTM D1785) or other acceptable material per Table 84.30-3 of the Plumbing Code - Department of Commerce.
- B. Water Service Piping
1. Copper Tubing
- a. Water service piping for shall be CTS SDR9 poly tubing.
- C. Water Service Materials
1. The cost of water services shall include furnishing and installing corporation stop, service clamps if required, curb valve, valve box, and stationary rod as specified herein and as shown on the Plans.
- a. Corporation stops shall be Mueller B2500B compression fittings.
- (1) Install all stops on PVC pipe with double strap service clamps. Furnish saddles for PVC OD pipe.
- b. Curb valves shall be Mueller B25155.
- c. Curb boxes shall be extension type with Minneapolis pattern base; Mueller H-10300 (1-1/4" upper section) with stationary rod #84261.
- (1) Furnish curb boxes with stationary rod for 6-1/2 feet of bury. Stationary rods shall be 51" in length.
- d. All water service fittings shall be compression type.

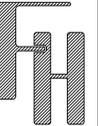
550. HYDROSTATIC TESTS

- A. General Requirements
1. All tests shall be performed as specified in Chapter 4.15.0 of the "Standard Specifications", except that the water main shall pass three consecutive one-hour leakage tests. The City Utility Engineer or his Representative shall be present at all times during testing.
2. The Contractor shall furnish all labor, equipment and material to complete all testing.
3. Temporary Air-Release
- a. Trapped air shall be bled off (by tapping the main) when filling the main with water and/or removed by flushing through hydrants.
- b. Temporary air-release may be provided by tapping 1 inch corporation stops into the high points of pipe or into the plug on dead end lines. After flushing and testing is completed, the temporary taps shall be abandoned in place.
- c. The Contractor shall provide temporary flushing hydrants if required to flush dead end lines.
- B. Test Sections
1. The Contractor has the option to test the entire new water main as one continuous test section or in segments per his discretion.
2. Connections to intersecting streets need not be tested, however, the Contractor shall sterilize and flush all connecting mains. The intersecting main(s) shall be subjected to line pressure and any visible defects repaired prior to backfilling.
555. DISINFECTION
- A. General Requirements
1. The water main shall be disinfected in accordance with Section 4.3.12 and Chapter 4.16.0 of the "Standard Specifications"
- a. Amend paragraph 4.16.5 of the "Standard Specifications" to read:
- 4.16.5 SAMPLING. The Contractor shall take all necessary samples of the water and provide any equipment necessary to take these samples at no cost to the Owner. The Contractor, accompanied by the Engineer or his representative, shall deliver the samples to an approved laboratory for testing.
- B. Safe Samples
1. At least one (1) safe sample must be obtained from each of the segments hydrostatically tested as listed under Subsection 550.B. (Test Sections) of these Special Provisions. Additional samples may also be required from:
- a. Representative locations from each of the test sections to establish that all of the mains are free of contamination.
- b. Dead end lines.
- c. Connections to existing mains (see Subsection 555.C. of the "Special Provisions").
2. Water main segment(s) shall not be placed in service until after safe water sample(s) have been obtained.

- C. Procedures for Disinfecting Connections to Existing Mains
- The following procedures apply when existing mains are wholly or partially dewatered. Existing mains that are isolated by an existing valve require no disinfection. After the appropriate procedures have been completed, the existing main may be returned to service prior to completion of bacteriological testing to minimize disruption to service.
1. Apply liberal quantities of hypochlorite to wet trenches at or near the connection to the existing main. Use hypochlorite tablets if water is being pumped from the trench to prolong protection as hypochlorite is slowly released as the tablets dissolve.
2. Swab the interior of all pipe and fittings located between the connection to the existing main and the closest new valve (including connection pipe and fittings) with a one percent hypochlorite solution in accordance with Subsection 555.F. of the "Special Provisions".
3. Flush the connection to the existing main, from both directions toward the connection if valve and locations permit, as soon as the connection has been completed and the nearest new valve installed and secured. Flush through the new main until all discolored water is eliminated.
4. Should the water main connection be severely contaminated by dirty water or other means, the existing main and connection shall be disinfected by slug chlorination in accordance with the procedure specified below:
- a. Continue to isolate the section of contaminated main.
- b. Shut off all service connections.
- c. Place hypochlorite tablets in the connection to the new main.
- d. Flush the main to remove particulates.
- e. Slowly dose the contaminated main with a 300 mg/l free chlorine concentration for a period of at least 15 minutes.
- f. Flush the main until the water is free of noticeable chlorine odor.
- g. Open service connections and return the main to service.
5. Take bacteriological samples to provide a record for determining the effectiveness of the procedure. Samples may be required from both sides of the connection.
- If unsatisfactory tests are recorded, the City Utility Engineer will determine the necessary corrective action. Take daily samples until two consecutive safe samples have been recorded.
- D. Rechlorination
1. Should any test prove unsatisfactory, the water main shall be sterilized by the Contractor by such methods as he deems necessary and samples taken until acceptable results are obtained.
- E. Flushing
1. All water mains, including dead end mains and all hydrants, and all water services shall be flushed. Water services shall be flushed, with a minimum amount of water equivalent to the volume of the service pipe, until the water is visibly clean.
- a. Provisions shall be made to convey water used for flushing or testing to a suitable discharge point without damage to crops or cropland and without disruption of farming operations. No flushing water may be discharged on farmlands.
- b. The Contractor shall use suitable methods for disposing of flushing water to prevent surface erosion.
- c. The Contractor shall provide temporary flushing hydrants as required.
2. Water Furnished By the City of Lake Geneva
- a. Water for testing and flushing will be furnished by the City of Lake Geneva. The Contractor shall notify the City prior to commencing flushing and shall coordinate his operations with the City in order not to deplete the water supply. Water usage may be restricted to periods of flow demand (night time or weekend hours) if water usage is high during normal working hours. All flushing of new mains and services shall be done under the direct supervision of the Engineer or his representative.

B. Swabbing Water Main.

1. All piping installed outside of water main test segments shall be disinfected by swabbing with a 1% hypochlorite solution and thoroughly flushed. The entire interior surfaces of all pipes and fittings shall be thoroughly swabbed. The diameter of swabs used in pipes shall match the interior pipe diameter and provide resistance when swabbing the pipes. Pipes shall be swabbed with a pumping motion with all surfaces wiped several times. The Contractor shall use extreme care to insure the cleanliness of all water main materials used.



SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

PUBLIC SEWER & WATER
SPECIFICATIONS

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS

PROJECT NO.

8868

DATE

08/19/2019

SHEET NO.

8 OF 11

SPECIFICATIONS FOR
ROADWAY, GRADING,
STORM SEWER CONSTRUCTION
SITE PREPARATION, DRAINAGE
AND EROSION CONTROL
SUMMERHAVEN OF LAKE GENEVA, PHASE 3
CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

GENERAL DESCRIPTION

Spectrum Real Estate Properties, defined as OWNER, will receive bids for all work as shown on the plans, indicated within the bid Proposal, and further described in the following Specifications complete, and in accordance with the "Standard Specifications for Sewer and Water Construction in Wisconsin" sixth edition, December 22, 2003 with Addendum No. 1, December 22, 2004, except Part I thereof, and its Addendums and the "Standard Specifications for Highway and Structure Construction," 2016 Edition, State of Wisconsin Department of Transportation, except Part I thereof.

The project consists of all the roadways, storm sewer construction, site grading, and erosion control. The project and roadways are to be privately owned and maintained.

The work that shall be done under this Contract consists of furnishing all labor, tools, equipment, machinery and appliances, and all materials, except where definitely specified to the contrary, and construction complete, in working order, ready for use.

The ENGINEER, Farris, Hansen & Associates, Inc., will stake the work once at no expense to the CONTRACTOR; however, if the CONTRACTOR shall request re-staking, this work will be done at the expense of the CONTRACTOR. CONTRACTOR should make every attempt to notify ENGINEER a minimum of two (2) days prior to his commencing work requiring either line and/or grade stakes. Requests shall be made periodically as work proceeds.

PART 1 – STORM SEWER (TO BE PRIVATELY OWNED)

1. STANDARD SPECIFICATIONS

All work under this project shall be done in accordance with the "Standard Specifications for the Sewer and Water Construction in Wisconsin," Sixth Edition, December 22, 2003, and its Addendums, hereinafter referred to as the "Standard Specifications," and its amendments and corrections. Specifications contained herein shall supersede these standard specifications as indicated only to modify, alter or extend them.

2. EXISTING UTILITIES

It shall be the responsibility of the CONTRACTOR to notify all public utilities such as telephone, power, gas, etc., prior to excavating to determine for himself the extent of existing underground utilities. In addition the CONTRACTOR shall be responsible for any costs involved with relocating or broying any above ground utility poles or structures which may be weakened or on line of any proposed sewer construction.

3. ABOVE GROUND UTILITIES

It shall be the responsibility of the CONTRACTOR to notify any above ground utilities such as electric power utilities, phone companies, and telegraph companies to relocate or reinforce any poles, ties, or anchors, which may be on the line of the proposed sewer line, or weakened by excavation for the sewer line at no extra cost to the OWNER.

4. UNDERGROUND UTILITIES

The CONTRACTOR shall have located or verify all known underground utilities such as existing gas line, telephone lines, underground power lines, storm sewer, sanitary sewers or water mains, prior to requesting grades for any sewer line. If any other utility is on line or grade, the location of the sewer line will be relocated to clear such utility, if possible, or the underground utility will be relocated.

5. UTILITY CROSSINGS

The CONTRACTOR shall carefully expose, with hand tools, all utilities which cross the proposed storm sewer prior to construction in the immediate area of same, to allow the ENGINEER to check for conflicts. All utilities shall be protected from any disturbance throughout the project work and supported in accordance with Section 2.6.5 of the "Standard Specifications."

6. INTERFERENCE OF UNDERGROUND STRUCTURES

Section 2.1.1 of the "Standard Specifications" shall govern except as modified hereafter: All altered work shall be either negotiated between CONTRACTOR and OWNER or payment made by increasing or decreasing the bid item involved. Concrete encasement or capping of sewer when ordered shall be negotiated as an extra.

7. SURFACE REPLACEMENT

Sections 2.6.11, 2.6.12, 2.7.1 and 2.7.2 of the "Standard Specifications" shall be deleted and the following shall apply: The CONTRACTOR shall include within his unit price bid for utilities the cost of replacing all damaged or disturbed driveways, pavements, or other existing surface improvements. Replacement of all existing surface improvements shall meet or exceed the quality of the original materials or workmanship. Existing bituminous or concrete pavements shall be sawcut prior to excavating.

8. SEWER CONSTRUCTION

The appropriate provisions of Parts II and III of the "Standard Specifications" shall apply except as modified or amended hereinafter. Construction shall be in accordance with requirements contained within all permits obtained for the project, copies of which shall be furnished to the CONTRACTOR and made a part of these specifications.

All excavations within established roadways, shoulders or new roadways shall be backfilled with granular material conforming to Section 8.4.3.4. Consolidation of backfill within these established areas shall be by mechanical compaction as defined in Section 2.6.14, granular material in established roadways.

All excavations outside of existing pavement or shoulder areas may be backfilled with excavated material conforming to Section 8.4.5 unless the material is determined to be unsuitable. If determined unsuitable at the time of construction, granular material conforming to Section 8.4.3.4 shall be substituted and paid for as an extra cost. Extra cost shall include wasting the unsuitable soils on site outside of building pad areas in designated fill areas as shown on the plans which have been stripped of topsoil preceding its placement. Cubic yard quantities shall be determined by using the factor 0.15 cubic yards per foot of trench depth per foot of trench length.

All bedding and cover materials used for sewer construction shall conform to materials as defined under Section 8.4.3.0 of the "Standard Specifications".

9. COMPACTION

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D1557; and not less than the following percentages of relative density, determined in accordance with ASTM D2049; for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils):

- Under Paving Areas: Compact top eight inches of existing ground surface and each layer of backfill or fill material to 98 percent maximum density for cohesive soils for 95 percent relative density for cohesionless soils.
- Other Areas: Compact top eight inches of existing ground surface and each layer of backfill for fill material to 95 percent maximum density for cohesive soils or 90 percent relative density for cohesionless soils.

Compact the soil materials around piping and conduit with hand-operated tampers.

Do not allow heavy vehicles, equipment, or machinery to operate directly over piping and conduit until a minimum of 24 inches of backfill has been placed and compacted over it.

10. STORM SEWER PIPE MATERIALS

The CONTRACTOR shall furnish all new materials required to complete work as called for within these specifications and shown on the drawings. Reinforced concrete pipe shall be used throughout entire project unless specifically noted on the plans.

Reinforced concrete pipe used for storm sewers shall meet the requirements of ASTM C-76 with rubber gasket joints conforming to ASTM C-443 or Section 3.2.15 of the "Standard Specifications".

11. CATCH BASINS AND AREA DRAINS

The provisions of Section 3.6.1 of the "Standard Specifications" shall govern except as modified hereafter. Catch basins in gutter line of pavement shall be 48" I.D., unless otherwise shown, and conform to details shown on this plan, castings shall be Neenah R-3067 with Type R grate. Catch basins shall be bid to include all costs associated with their construction complete including inlet castings and grates.

Backfill trenches within new roadways with granular material.

Area drains shall be 48 inches diameter precast concrete section with a top opening to accommodate the Neenah R-2560-E1 frame and grate.

It should be noted that placement of catch basins and area drains may be modified by Engineer prior to construction if conflicts or other conditions occur.

12. CLEANING OF SEWERS AND APPURTENANCES

The interior of all sewers and appurtenances shall be kept clean throughout construction. The Work shall be freed from all dirt and extraneous materials of all types as the work progresses and left clean at the completion of work.

13. COORDINATION OF WORK

The CONTRACTOR shall coordinate his work effort with that of the Contractor for the site, grading and roadway construction. Stripping and stockpiling of topsoil and rough grading of roadway sub-grade shall be done by others ahead of installation of the underground utilities by this CONTRACTOR. After all sewer and construction for a given street or area is complete the CONTRACTOR for the roadway construction shall be responsible for the protection of all surface protruding appurtenances such as manhole frames and lids, area drains, catch basins, etc.

14. SURPLUS EXCAVATED MATERIALS

The provisions of Section 2.2.11 of the "Standard Specifications" shall be deleted and the following shall apply: The CONTRACTOR shall haul and dispose of surplus excavated material to designated fill areas on site. The cost of placing such surplus or disposing of material to the designated fill area shall be included in the bid for the work.

15. ADJUSTMENT OF SURFACE PROTRUSIONS

All catch basins, area drains, and other surface protrusions shall be adjusted at the request of the CONTRACTOR for Street Construction if found to be unreasonably high or low at the time of paving or doing other work which must meet elevations of the surface protrusions. This work shall be done promptly or the OWNER may cause others to do the work and charge this CONTRACTOR for the costs.

16. STAKING, STAKES AND LATH

Necessary stakes and lath shall be furnished by the ENGINEER for staking of line and grade. All line and grade shall be provided as required by the Project Engineer.

17. SURVEY POINTS

All reference stakes, horizontal and vertical control points, survey monuments and other points which are marked by lath crossed over the point and heavily ribboned shall be protected by the CONTRACTOR against being destroyed. If these points are destroyed by the CONTRACTOR's work activity, they shall be replaced at the CONTRACTOR's cost by the ENGINEER.

18. SUBSURFACE SOIL INVESTIGATION

Subsurface soil investigations have not been made. All CONTRACTORS who review shall make his own judgment pertaining to the character of existing subsurface materials of the site. The CONTRACTOR shall be responsible in formulating his own opinion of the soils to be encountered and to what extent testing or investigation is required for him to formulate his bid. The CONTRACTOR shall assume the responsibility of constructing all improvements for the bid prices. The only exception to this shall be as specified for ordering undercut and other specified extras or changes to work.

19. SCHEDULE OF WORK

It shall be the intent of the Owner to complete all grading for the sub-base of the roadways, drainage swales and underground pipe work as soon as possible. The CONTRACTOR shall submit a schedule for his work completion with his bid as contained within the proposal of the Contract Document.

20. TRAFFIC CONTROL

The Contractor shall maintain access to the existing residences at all times. Roads shall be maintained in a safe condition throughout the duration of the project. The Contractor shall take all precautions necessary to safely warn the public of the probable increased danger to travel due to construction of the work.

Whenever the Contractor's activities obstruct through traffic, there shall be sufficient flagmen on duty to guide the traffic, and the Contractor shall furnish and install all temporary signing and barricades required to safely direct the traveling public around the obstructed area. Traffic control shall be provided in accordance with the "Manual on Uniform Traffic Control Devices".

PART 2 – ROADWAY AND SITE WORK

1. STANDARD SPECIFICATIONS

All work as shown on the plans, indicated within the bid proposal, and further described in the following specifications, complete, and in accordance with "Standard Specifications for Highway and Structure Construction", Edition of 2016, State of Wisconsin Department of Transportation, except Part I thereof.

The ENGINEER will stake the work once at no expense to the CONTRACTOR; however, if CONTRACTOR shall request re-staking, this work will be done at the expense of the CONTRACTOR. CONTRACTOR should make every attempt to notify ENGINEER a minimum of two (2) days prior to his commencing work requiring either line and/or grade stakes. Requests shall be made periodically as work proceeds. All project areas shall be stripped, rough graded and brought to subgrades, as shown on the plans.

2. CLEARING AND GRUBBING

All clearing and grubbing will be in accordance with plan requirements and as directed by Engineer.

The CONTRACTOR shall clear, grub and dispose of all brush, trees, stumps, logs, etc. within all excavation limits in accordance with Section 201 of the "Standard Specifications". Clearing and grubbing shall be paid for on a lump sum basis. All brushy vegetation and limbs shall be chipped and blown over existing vegetated site in a maximum of one to two inches depth. Stumps are to be ground and logs to be hauled offsite.

3. UNCLASSIFIED EXCAVATION

Unclassified excavation shall consist of all excavations necessary to provide a subgrade at suitable elevations such that roadways, curb and gutter, and lands adjacent thereto can be constructed to finished elevations shown on the plans by application of stone base course and pavement or topsoil replacement as applicable.

Payment for the unclassified excavation shall be lump sum which shall include all required transportation and disposal costs of excess materials. All excess excavated materials shall be disposed of on site in designated areas shown on the plans as directed by either OWNER or ENGINEER.

5. CUTS

All areas of grading work, particularly cut areas, shall be kept shaped and drained during construction. All roadway and drainage swales, pockets, depressions and, low areas shall drain effectively at all times. Graded areas shall be protected against erosion prior to the completion of the work by use of temporary traps, diversions, checks and other methods.

5. COMPACTION

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D1557; and not less than the following percentages of relative density, determined in accordance with ASTM D2049; for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils):

A. Under Paving Areas: Compact top eight inches of existing ground surface and each layer of backfill or fill material to 98 percent maximum density for cohesive soils and 90 percent relative density for cohesionless soils may be adjusted by building designer).

B. Other Areas: Compact top eight inches if existing ground surface and each layer of backfill for fill material to 95 percent maximum density for cohesive soils or 90 percent relative density for cohesionless soils.

Where soil materials must be moisture conditioned before compaction, uniformly apply water to the surface. Prevent free water from appearing on the surface of soil materials during or subsequent to compaction operations.

Remove, replace, or scarify all dry air soil materials that are too wet to permit compaction to the specified density.

All compaction tests and inspections shall be made by an independent testing laboratory acceptable to Engineer. Site contractor will assist the testing firm in the performance of their tests and inspections and be responsible for coordinating the tests and inspections. Soil testing reports and procedures shall be completed and followed. Copies are to be provided to the OWNER.

No fill shall be placed without inspection and approval of the subgrade and fill material composition by a representative of the testing laboratory or Engineer.

Method of test for density of soil in place shall be the Sand-Cone Method, ASTM D1556 or Nuclear Densometer. Method of test for moisture-density relations of soils shall be Modified Proctor, ASTM D-1557-78. Relative density of cohesionless soils shall be established by ASTM D-2049-69, 90 percent relative density.

Excavated materials may be used for backfill provided all wood, roots and other deleterious materials are removed and subject to approval by the Construction Manager. Excavated material shall be placed into fill areas once dried to proper moisture content or determined to be suitable by site Engineer. Excavated site materials shall be inspected, placed and compacted in lifts as recommended by the testing firm.

6. FILL

Place the fill under finish graded and compacted subgrade surfaces to the thickness indicated. Maintain optimum moisture content for compacting material during placement operations.

Provide, place and compact off site pit run granular material to supplement any site shortage of suitable material to bring to the site to upgrade or order by owner at unit price per ton. Borrow site within the existing pond areas will be considered if suitable materials are found there. Otherwise the material will be hauled in form off-site from an appropriate location.

7. SUBGRADE INSPECTION

Upon completion of final subgrade work and prior to the placement of crushed aggregate base material, the roadway areas will be inspected by the Engineer to check that conformance to the proposed grades is maintained. In addition, all subgrade shall be test rolled with a loaded quad-axle truck with the CITY ENGINEER present before base course placement is started.

8. CRUSHED AGGREGATE BASE COURSE

Crushed aggregate base course shall be twelve inches (12") thick and placed in a minimum of two lifts and shall conform to Gradation No. 2 as specified in accordance with the "State Specifications" Section 305.2. All crushed aggregate base course shall be compacted with water truck, grader and vibrator roller.

The base course shall be crushed stone and shall be constructed in accordance with the requirements of Section 305 of the "State Specifications". Payment shall be by the ton hauled.

If undercut and compacted granular fill is ordered by the ENGINEER at the time of excavating for the subgrade, payment shall be made as an extra at the supplemental price bid per cubic yard. All subgrade shall be test rolled with loaded quad-axle truck with CITY ENGINEER present before base course placement is started.

9. BITUMINOUS CONCRETE PAVEMENT

Bituminous concrete pavement shall be 4 LT 58-28 S - 2.25 inch thickness of binder course and a 5 LT 58-28 S - 1.75 inch thickness of surface course materials. The materials and methods used in application of the bituminous concrete pavement shall comply with the general requirements of Section 450 of the "State Specifications". Asphalt shall be Type MC complying with AASHTO M82 and aggregates to Sub-section 460.2.2 of the "State Specifications". No recycle.

All bituminous concrete paving operations shall be done under the observation of the City Engineer.

10. TACK COAT

All existing paved surfaces which call for a surface lift of pavement shall be thoroughly cleaned and dry prior to paving with an emulsified asphalt tack coat applied at a rate of 0.05 - 0.15 gallons per square yard. For new pavements when a time delay between binder course and surface course is specified or ordered by the ENGINEER the first binder lift shall be thoroughly cleaned and dry with an emulsified asphalt tack coat applied at 0.04 - 0.08 gallons per square yard.

11. CONCRETE

All concrete used on this project, except for pavement, shall be air-entraining, 6-bag mix with a minimum 28 day compressive strength of 4,000 psi. All requirements of Section 501 of the "State Specifications" shall apply unless otherwise modified herein or waived by the ENGINEER. Course aggregate shall be proportioned between Size No. 1 and No. 2 to provide suitable workability with a 6 percent air content plus or minus 1.5 percent.

12. CURB & GUTTER

Curb and gutter shall be constructed in accordance with the requirements of Sections 501 and 601 of the "State Specifications" and the typical section and requirements shown on the plans unless otherwise modified herein.

Reinforcement shall be placed in the curb and gutter at all points where open cut trenches for sewer laterals and water services cross the curb and gutter. Reinforcement shall consist of 3 - #5 bars 15 feet long placed as shown on the drawings and centered over the previously open cut trenches.

Expansion joints for curb and gutter shall be provided at all street intersections where the tangent and radial curb and gutter meet, at all other points of curvature, and on tangent sections at a maximum spacing of 300 feet. The expansion joints shall be 3/4 in. with an approved type bituminous filler and elastomeric sealer. Contraction joints shall be placed every 10 feet along the length of the curb and gutter with a minimum of 8 feet at terminations. Place expansion joints 3 feet from each side of drainage extensions.

Finished surfaces of the curb and gutter shall be troweled and brushed and an impervious curing compound applied conforming to Subsections 415.2.4 and 415.2.5 of the "State Specifications".

Traffic shall not be allowed on curb and gutter for a period of at least 7 days after placing or until the concrete has attained a compressive strength of at least 3,000 pounds per square inch.

13. TRAFFIC CONTROL

The Contractor shall maintain access to the existing residence at all times. Roads shall be maintained in a safe condition throughout the duration of the project. The Contractor shall take all precautions necessary to safely warn the public of the probable increased danger to travel due to construction of the work.

Whenever the Contractor's activities obstruct through traffic, there shall be sufficient flagmen on duty to guide the traffic, and the Contractor shall furnish and install all temporary signing and barricades required to safely direct the traveling public around the obstructed area. Traffic control shall be provided in accordance with the "Manual on Uniform Traffic Control Devices".

14. DRAINAGE SWALES & OFF STREET GRADING

Drainage swales and off street grading shall be constructed in accordance with details of line, grade and configuration shown on the plans and as specified under Sub-section 205.3.6 of the "State Specifications". Temporary bale ditch checks, sediment basins, diversions, silt fence, etc., shall be used to minimize erosion throughout construction.

All swales and off pavement grading shall be graded smooth to inlets of the storm sewer provided. If erosion control is found necessary, fabric, silt fencing, or other materials shall be provided as directed by the ENGINEER for the costs as listed in the Supplementary Prices.

15. DELIVERY TICKETS

Delivery tickets for all items paid for on a unit price basis shall be provided by the CONTRACTOR at the time of delivery to the site. Tickets shall be dated, numbered and include all applicable pay quantities thereon with signature of scale operator as applicable. Provisions for required scale operations shall be provided by the CONTRACTOR. All items to be paid by weight shall be signed by the scale operator and all other quantities of volume or number shall be monitored by the Project Inspector.

16. SALVAGE, STOCKPILE & REPLACEMENT OF TOPSOIL

All topsoil on areas to be disturbed shall be stripped and stockpiled in areas as indicated on the plans or otherwise approved by the ENGINEER.

After excavating and rough grading of all required areas a minimum 6" topsoil shall be replaced and graded. All work shall be performed in accordance with the requirements of Section 625 of the "State Specifications". All excess topsoil shall remain the property of the OWNER and be placed in fill locations outside building site areas.

17. REMOVING MISCELLANEOUS MATERIALS

The CONTRACTOR shall remove and dispose of any old curb and gutter, bituminous pavement, masonry and manholes in accordance with the requirements of Subsection 204 of the "State Specifications". Payment for removal of miscellaneous structures shall be included in the Proposal for the work.

18. WASTE MATERIALS OR EXCESS EXCAVATION

All excess excavated materials resulting from construction of roadways and drainage courses shall be moved offsite or to designated fill areas on the site and there deposited in compacted 12 in. lifts as staked by the ENGINEER. This work shall be done only after stripping topsoil. All material shall be used on site. (See requirements for engineered fill under buildings and roadways.)

19. TIME PERIOD FOR PAVING

Installation of the binder course shall be done at as early a date as possible after initial start of work. The surface course shall not be constructed until one (1) year after installation of the binder course unless an earlier or later installation is approved by the Owner. The CONTRACTOR shall provide for any tack oil coat required. The delayed installation of the surface course shall not interfere with finalizing the Contract and payments for all other work. In addition the paving shall be disregarded in determining the time of completion.

Prior to the paving operation streets shall be regraded and additional crushed gravel provided and compacted to bring the base course to grades as shown on the plans. The ENGINEER shall stake centerline base course grades (red tops) once for CONTRACTORS use prior to the paving work as required. The base course shall be proof rolled before paving.

20. SEEDING, MULCHING & FERTILIZER

Preparation of all seed beds, sowing, and other requirements shall be in accordance with Section 630 of the "State Specifications". Seed Mixture shall be Seed Mixture No. 40, applied at a rate of 4 pounds per 1000 square feet of area. All seeded areas shall be mulched in accordance with Section 627 of the "State Specifications".

Fertilizer to be used shall be as defined under Sub-section 629.2.1 and applied at a rate of 7 pounds per 1000 square feet of area following procedures conforming to Sub-section 629.3 of the "State Specifications" for all areas seeded or sodded.

The street terraces, finished areas along boundary and sewer easements shall be seeded, mulched and fertilized except as may be otherwise noted on the plans. CONTRACTOR will provide a perennial rye cover crop over other disturbed or open lands. These disturbed areas on slopes shall be prepared and seeded with Seed Mixture No. 20 applied a rate of 5 pounds per 1000 square feet area or approved turf mix.

Following any initial soil disturbance, permanent or temporary stabilization shall be completed within seven calendar days as to the surface of all slopes greater than 3:1. In addition, all other disturbed or graded areas shall be stabilized within fourteen calendar days.

21. DUST PALLIATIVE

The CONTRACTOR shall minimize the dispersion of dust from the sub-base, basecourse, drainage swales and other surface areas disturbed throughout construction until acceptance of work, by the applications of water or other approved dust control materials when surfaces are dry and travel over unfinished surfaces is required. No extra for water trucks and control will be paid. Calcium chloride, if used, shall be applied at a rate of 2 lbs. per square yard.

22. EROSION CONTROL

The Contractor shall use the current Wisconsin Department of National Resources Construction Site Erosion & Sediment Control Standards as a reference and guide for erosion control practices.

The Contractor shall comply with the provisions of local erosion control plans and/or ordinances.

All erosion and sediment control measures should be constructed and maintained in accordance with these Standards. Sediment control measures should be adjusted to meet field conditions at the time of construction or installed prior to any grading or disturbance of exposed surface materials. Periodic inspection and maintenance of all sediment control structures should be provided to ensure intended purpose is accomplished. Sediment control measures are to be in working condition at the end of each working day. After any significant rainfall, sediment control structures should be inspected for integrity. Any damaged structures should be corrected for integrity. Sediment control measures should not be removed until the areas served have established vegetative cover. Stone and gravel mats should be installed at all construction site exits to prevent tracking of soil. Any tracked soil should be collected from paved roads located near the construction site. Overland flow should be prevented from directly leaving the work site by routing through proposed sediment traps. Following the cessation of initial soil disturbance and work activities in the area, permanent or temporary stabilization shall be completed and stabilized within fourteen calendar days of work completion.

All disturbed areas shall be seeded with temporary dormant seed mix (oats, winter wheat, annual rye) if permanent seed cannot be completed by September 15, 2017, with appropriate follow-up to address erosion problems, wash-out, etc. Permanent seed mix must then be made by June 1, 2018. Seeding rates and mixes shall conform to Section 630 of the "State Specification". If lands are disturbed after October 30 additional stabilization may be required with anionic polymer over a cover crop of winter wheat, oats, or annual rye on all slopes 4:1 or greater.

23. EROSION MAT

The CONTRACTOR shall place erosion mat over all seeded areas with slopes over 4:1 as required to control erosion, including at the locations shown on the plans and/or as directed by the ENGINEER. Erosion mat shall be placed in accordance with the procedure recommended by the manufacturer and Section 628.3.2 of the "State Specification" or as directed by the engineer.

Erosion mat material shall be North American Green S-150 double net straw blanket or equal, as indicated on the plans.

24. SEDIMENT TRAPS

Sediment traps shall be constructed as indicated on the plans and shall be constructed as part of the initial BMPs whenever practical. An overflow weir is incorporated at the outlet to discharge flow from the trap. Sediment traps shall be phased with the earthwork activity where practical. If sediment trap sizes shown on the grading plan cannot be constructed due to terrain, CONTRACTOR shall incorporate a "Best Fit" sediment trap.

25. DEWATERING

All site or trench dewatering shall be done by acceptable methods in strict accordance with technical standards (Code No. 1061) WI DNR. Discharge shall be into storm water basins and sediment containment areas at rates that can be accommodated (ENGINEER to approve).

Any dewatering being pumped directly to storm sewer or offsite shall be done through geotextile bags. In general, dewatering shall be pumped to the storm water basin area for containment.

26. PERMITS

Contractor shall be responsible for all permit conditions concerning erosion control and City site permit conditions along with the State NOI permits. Drainage that leaves the site must be controlled and erosion prevented. It will be very important to prevent tracking of mud or other materials off site onto the roadways. If this occurs it must be immediately cleaned by power brush or other acceptable means. Anti-tracking mats are to be created and maintained as shown.



SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

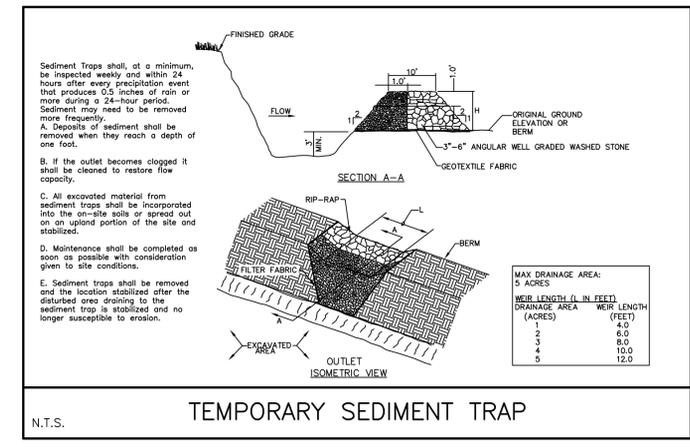
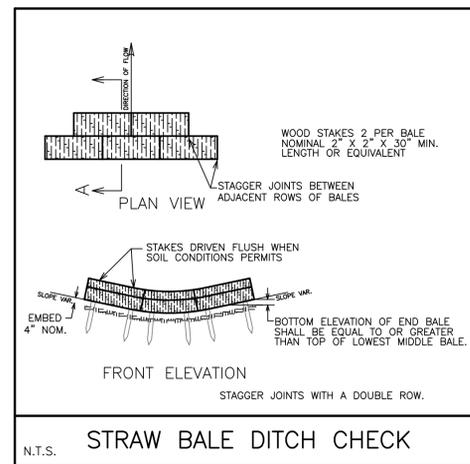
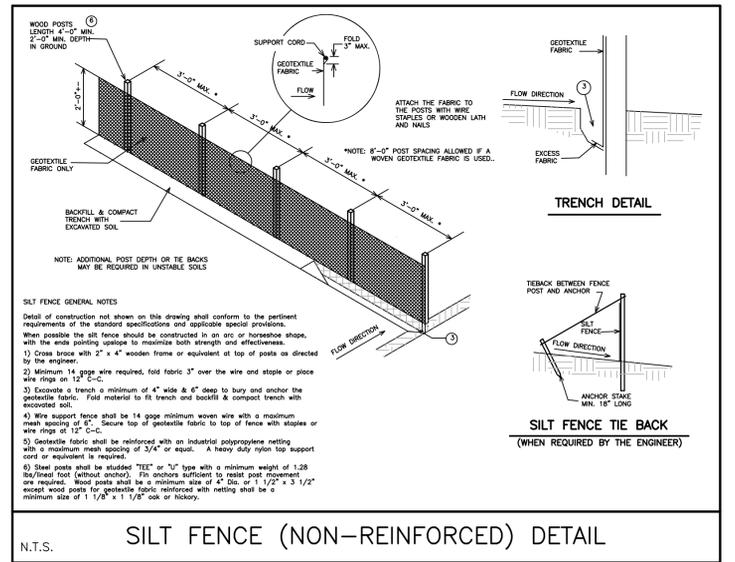
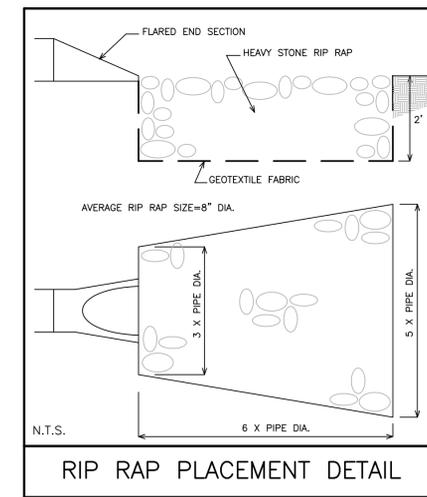
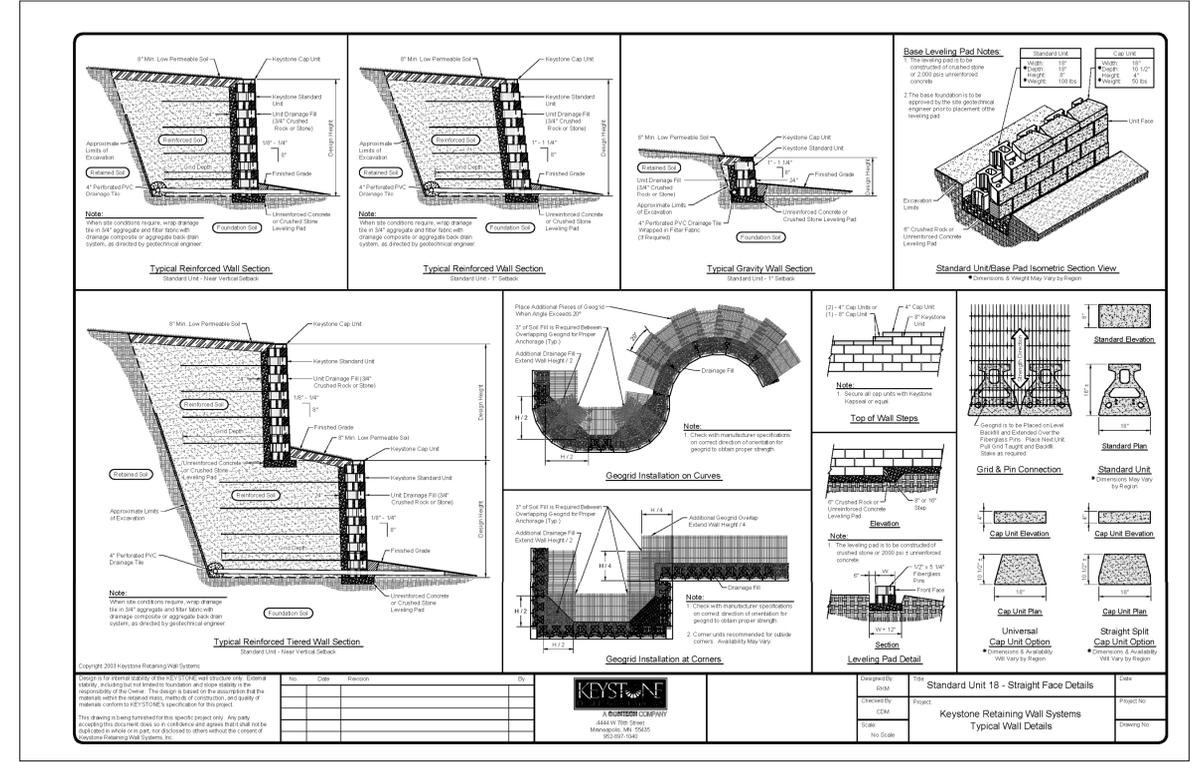
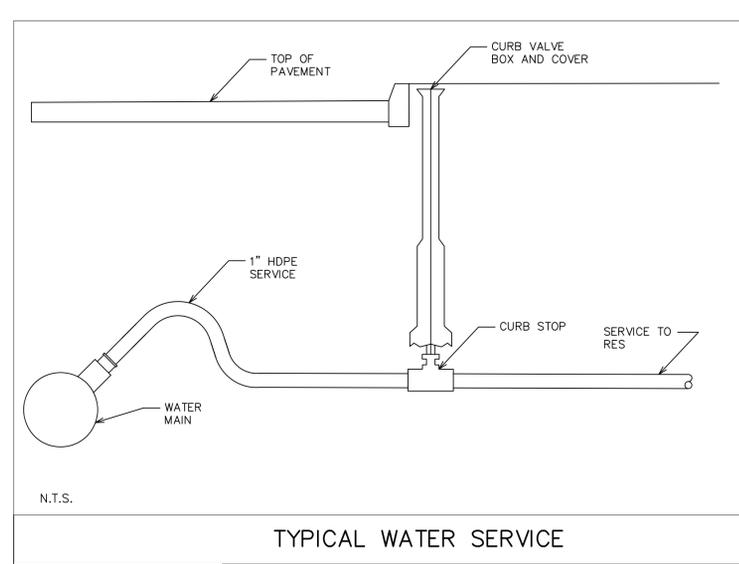
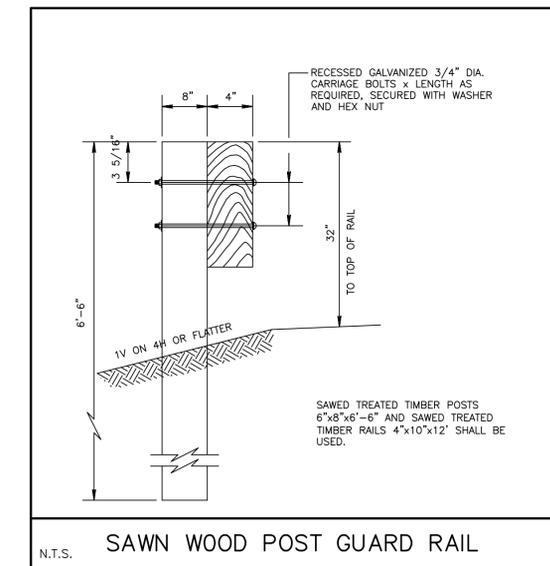
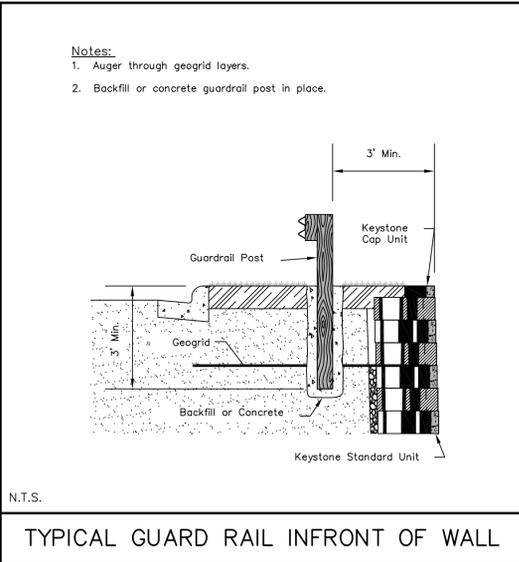
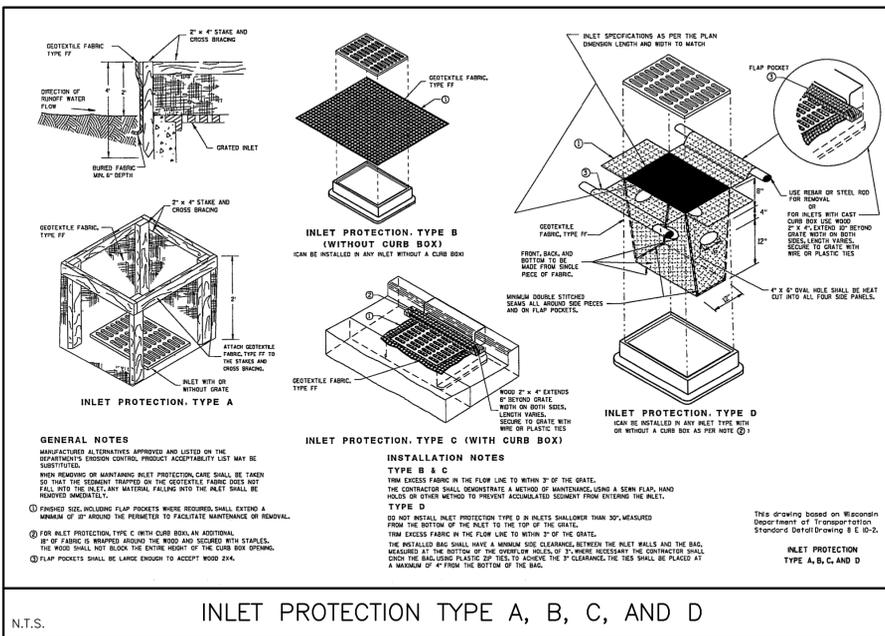
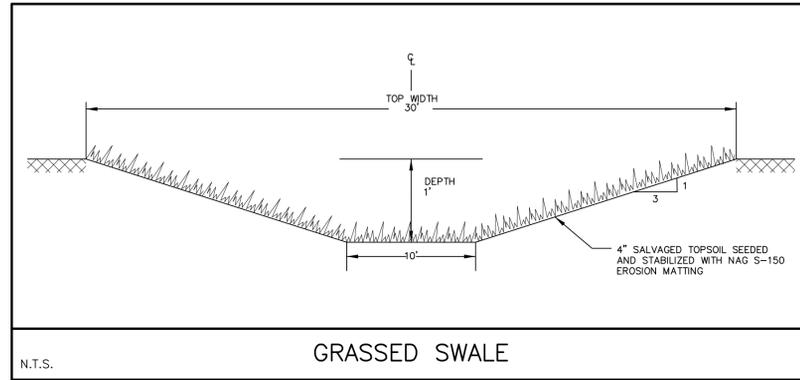
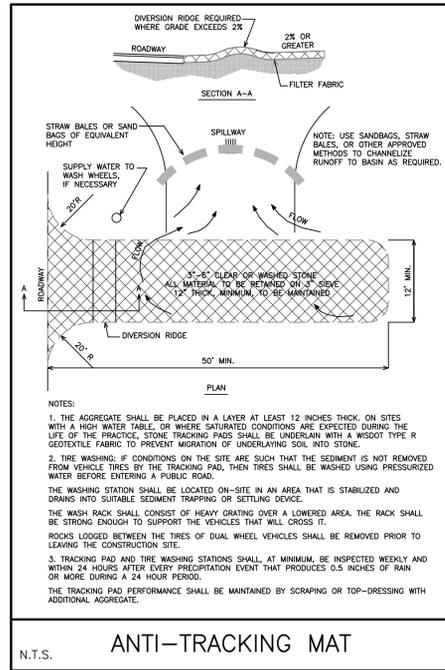
SITE SPECIFICATIONS

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS

PROJECT NO.
8868
DATE
08/19/2019
SHEET NO.
9 OF 11

X:\Projects\8868\ACAD\Phase 3\8868_PPhase 3.dwg



SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

CONSTRUCTION DETAILS

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT
 ELKHORN, WISCONSIN 53121
 OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS
 06/15/2020 - TS
 ADD DETAILS

PROJECT NO.
 8868
 DATE
 08/19/2019
 SHEET NO.
 10 OF 11

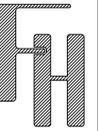
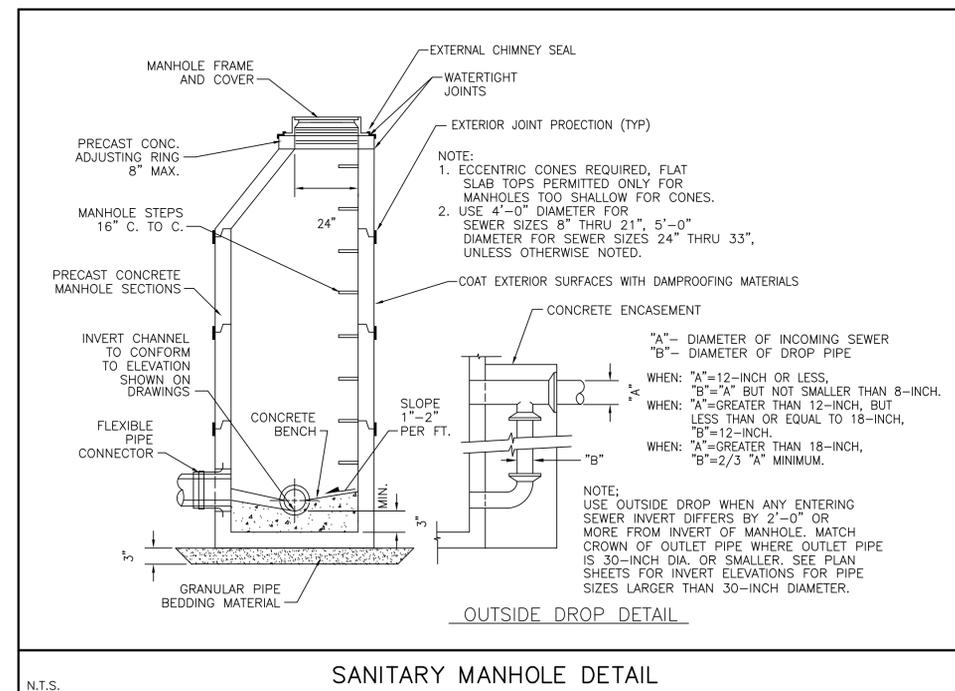
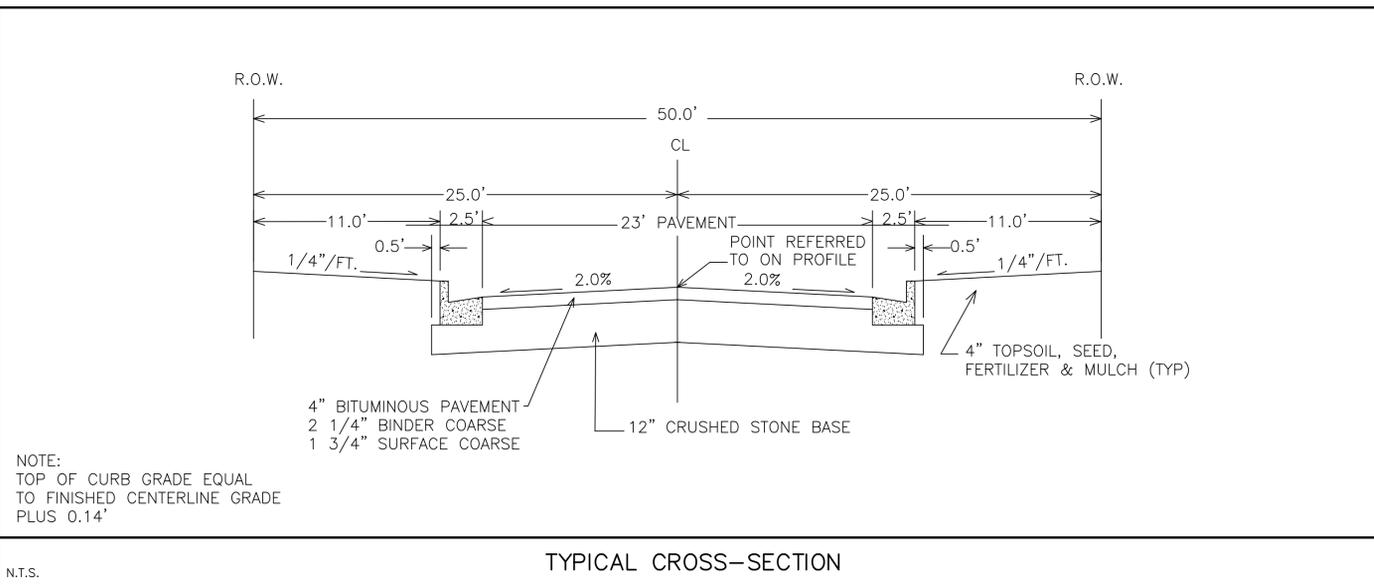
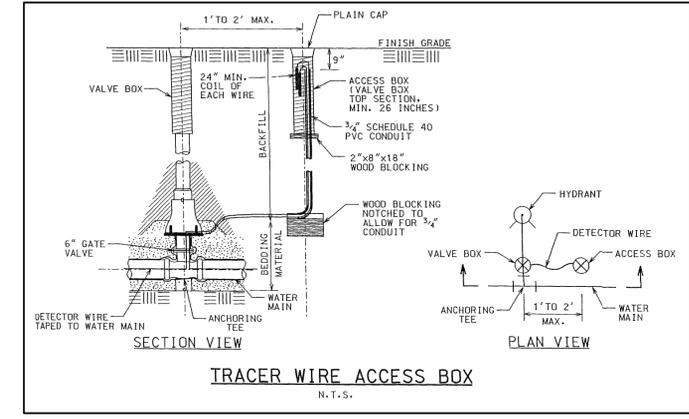
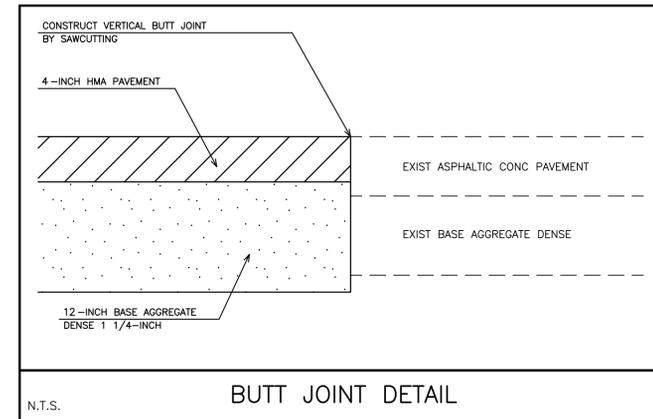
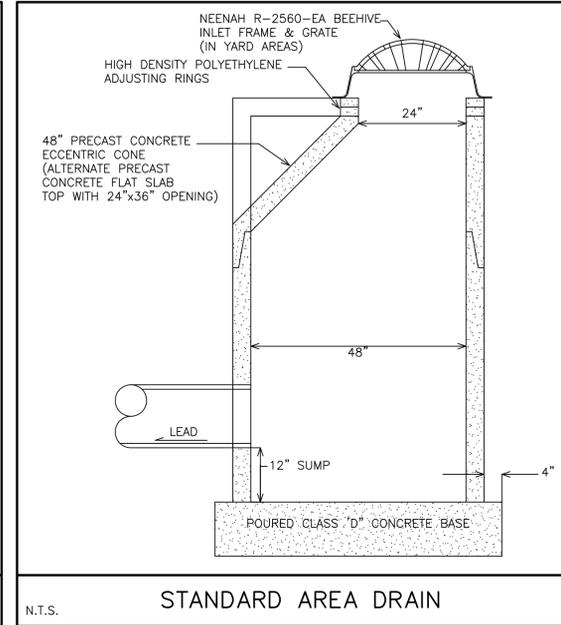
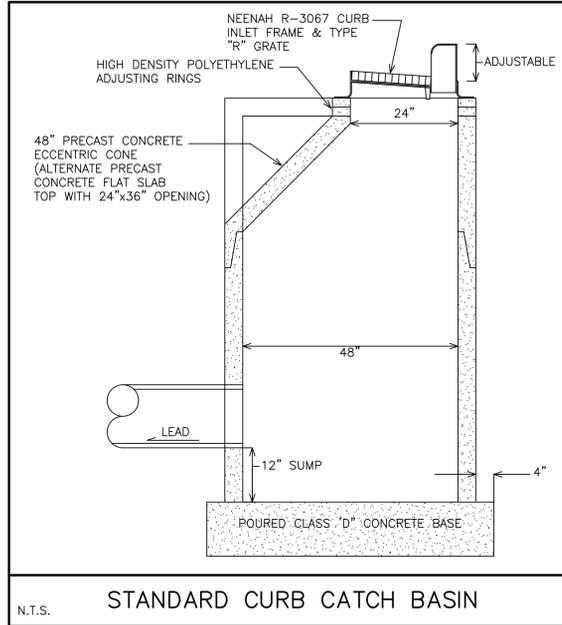
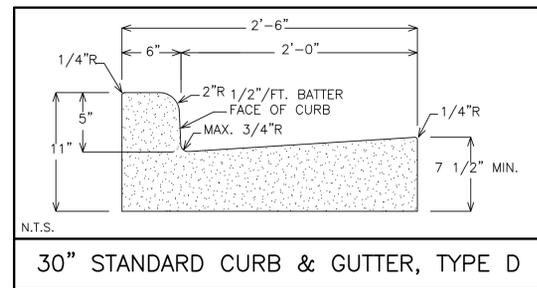
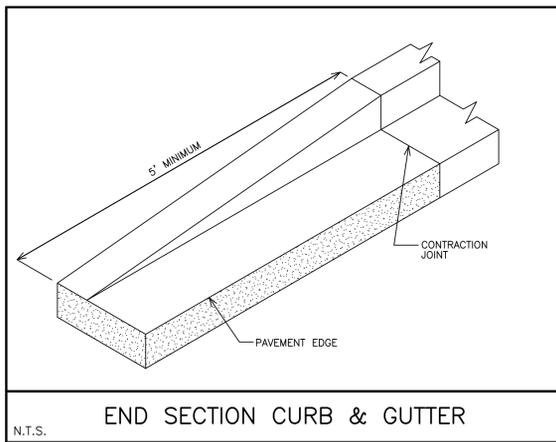
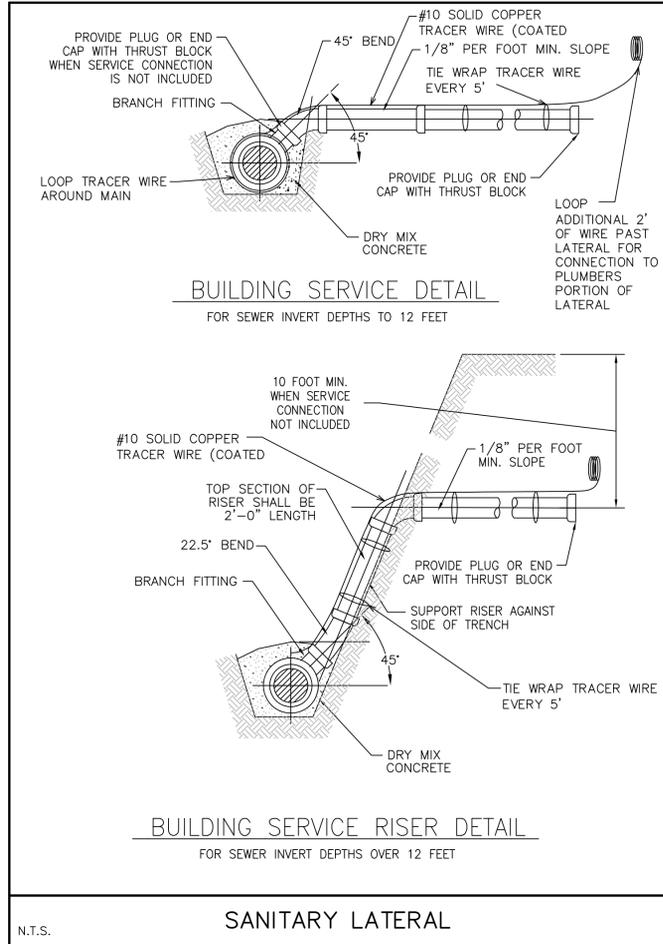
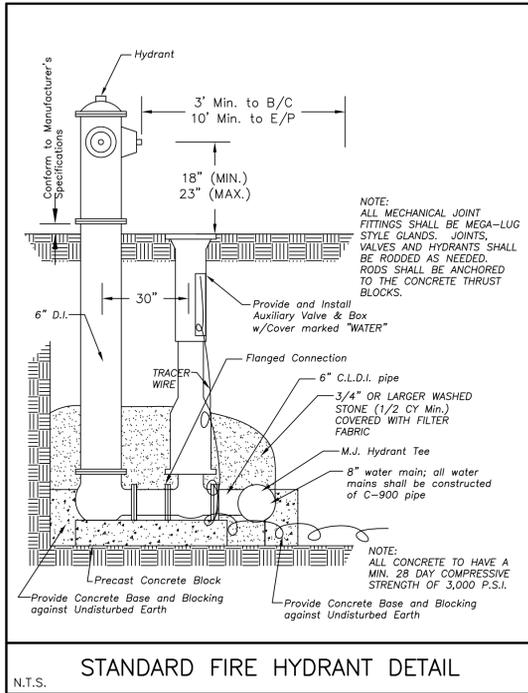
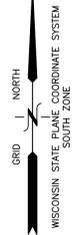
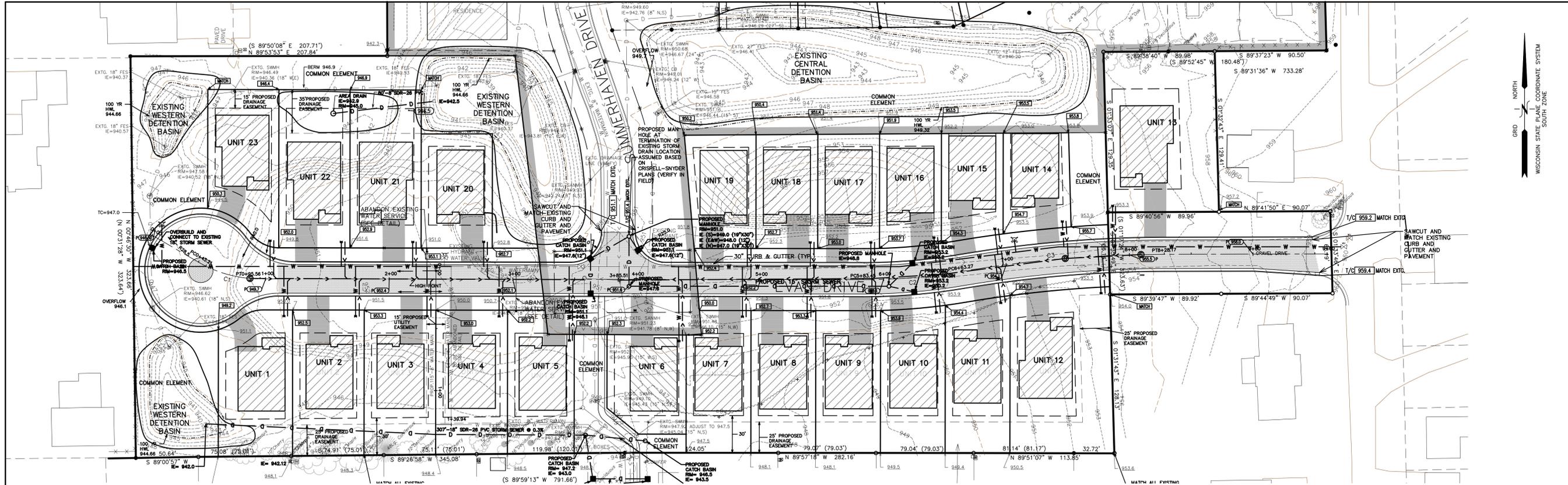


EXHIBIT G
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN

PRECISE IMPLEMENTATION PLAN DRAWING

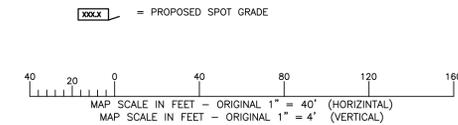
See attached.



GENERAL NOTES:

1. LOCATIONS OF EXISTING UNDERGROUND UTILITIES OR STRUCTURES SHOWN ANYWHERE WITHIN THESE PLANS ARE BASED UPON RECORDS AVAILABLE AT THE TIME THE PLANS WERE PREPARED AND SHOULD NOT BE ASSUMED TO BE COMPLETE OR CORRECT IN ALL INSTANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE FOR HIMSELF THE EXACT LOCATIONS AND TYPES OF THEIR FACILITIES BEFORE EXCAVATING. THE CONTRACTOR SHALL PROTECT ALL EXISTING UNDERGROUND WORK DURING THE COURSE OF HIS CONSTRUCTION ACTIVITY.
2. PROPOSED PAVED ROADWAYS SHOWN ARE 27' WIDE BETWEEN FACE OF CURB WITH 30" CURB AND GUTTER AND SHALL BE BUILT TO CITY STANDARDS.
3. ALL WORK DONE WITHIN THE ROAD RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	52.36'	51.76'	S 74°55'27" E	60°00'05"
C2	494.88'	79.82'	79.73'	N 85°15'45" E	80°43'33"
C3	1000.00'	164.90'	164.71'	N 85°10'20" E	80°33'08"



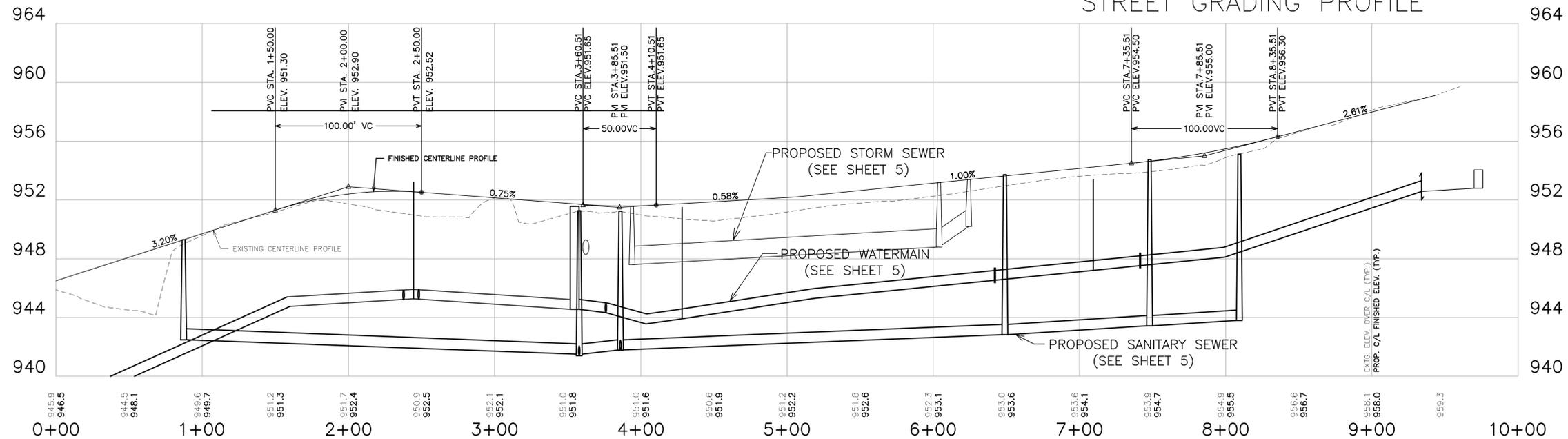
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

DIGGERS HOTLINE

Toll Free (800) 242-8511
 Milwaukee Area (414) 259-1181
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

EVAN DRIVE STREET GRADING PROFILE



FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 OFFICE: (262) 723-2098 FAX: (262) 723-5886

SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

PAVING & STORM SEWER
PLAN & PROFILE

REVISIONS

12/23/2020	- TS	ADJUST LATERALS
04/13/2020	- TS	ADD STORM SEWER PROFILE
05/11/2020	- TS	ADVANCE
06/15/2020	- TS	ADVANCE
07/02/2020	- TS	ADVANCE
07/24/2020	- TS	ADVANCE
08/05/2020	- TS	ADVANCE

PROJECT NO.
8868

DATE
08/19/2019

SHEET NO.
4 OF 11

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or SUBDIVISION PLAT - Addendum to Plat of Condominium

NAME AND ADDRESS OF CURRENT OWNER:

McMurr II, LLC, 351 W. Hubbard, Suite 610, Chicago, IL 60654, Attn: Murray S. Peretz

TELEPHONE NUMBER OF CURRENT OWNER:

(312) 527-3600 X 1

EMAIL ADDRESS: dem@mclcompanies.com

PROJECT ADDRESS Summerhaven Phase III

TAX KEY NUMBER: ZSUM 00002 & ZA 75400001

NAME AND ADDRESS OF APPLICANT:

Same as Owner

TELEPHONE NUMBER OF APPLICANT:

()

EMAIL ADDRESS:

NAME AND ADDRESS OF SURVEYOR:

FARRIS, HANSEN & ASSOCIATES, INC., 7 Ridgway Court, Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR:

(262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Summerhaven of Lake Geneva II Condominium permits the addition of up to 23 single-family site condominium units in its expansion area, Phase III of the Summerhaven development. McMurr II files the ~~First Addendum to Plat and the First Amendment to Declaration of Condominium for Summerhaven II~~ to add such units. Concurrently herewith, McMurr II files the First Amendment to the GDP and the Precise Implementation Plan for Phase III of Summerhaven.

SUBMITTAL CHECKLIST

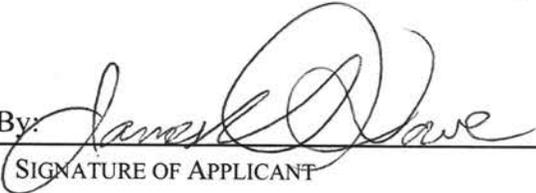
- X LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- X SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
- X CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
- X PROVIDE 5 FULL SETS AND 20 - 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.
- X PROVIDE AN ELECTRONIC COPY OF THE FULL APPLICATION PACKET TO THE LAKE GENEVA BUILDING AND ZONING DEPARTMENT AT BZADMIN@CITYOFLAKEGENEVA.COM OR BZCLERK@CITYOFLAKEGENEVA.COM

I AM AWARE THAT THE CITY OF LAKE GENEVA IS ACTIVELY ENGAGED IN THE REVIEW, APPROVAL OR DENIAL OF LAND DIVISIONS WITHIN ITS EXTRATERRITORIAL LAND DIVISION REVIEW AREA.

I UNDERSTAND THAT THE CITY OF LAKE GENEVA LAND DIVISION ORDINANCE REQUIRES THE CITY TO DENY LAND DIVISIONS WHICH CREATE NEW, BUILDABLE PARCELS OR LOTS WITHIN THE EXTRATERRITORIAL AREA WITH OVERALL DENSITY THAT EXCEEDS MORE THAN ONE DWELLING UNIT PER THIRTY-FIVE ACRES UNLESS THE CITY DETERMINES THAT THE LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

McMurr II, LLC, an Illinois limited liability company

 April 22, 2020
DATE

By: 
SIGNATURE OF APPLICANT
James P. Howe, as attorney-in-fact

Bio for Christine J. Quinn –

Christine is a native of Wisconsin and grew up near LaCrosse. She has lived full-time in Lake Geneva since 2014.

Dr. Quinn is a higher education leader, with over 26 years of university experience holding positions of Provost, Dean, Associate Vice President, Department Chair, and faculty member. She worked within the University of Wisconsin System, New Mexico State, and National Louis University in Chicago. Quinn holds a Ph.D. in Tourism Development from the University of Minnesota. Prior to her career in higher education, she was part of a family business that owned and operated hotels.

Christine launched her own business six years ago. She coaches executives and teams to navigate change and become high performers. Christine also consults with Universities on strategy, planning, academic leadership, and overall team performance. She has collaboratively repositioned multiple institutions after significant revenue declines.

In her spare time, you will find Christine hiking or camping with her husband and two doodle puppies. Spending time with her three adult children and three grandchildren is a highlight even if it is now via zoom. Additionally, she is launching a non-profit – Living Kindness that inspires kindness in our work and everyday lives. She is also learning pottery, yes, she throws pots for fun! 😊