



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, 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,
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 Fesenmaier
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 14, 2020 as prepared and distributed
9. **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.
 - a. 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

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

10. Items removed from the Consent Agenda

- 11. 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

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

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

- a. Discussion/Action Peller Assessment due in October 2020
- b. Discussion/Action regarding release/satisfaction of that certain mortgage and development agreement against real property at 323 Broad Street
- c. Discussion/Action regarding purchase of two (2) Cemetery mowers to be paid from the Equipment Replacement Fund
- d. Discussion/Action regarding a Shared Fire & EMS Services Agreement with the Town of Linn and Town of Lyons for the term of 2021-2023
- e. Discussion/Acceptance of September 15, 2020 Finance, Licensing, and Regulation Committee Payment Approval Reports

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

- a. 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
- b. 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 as a Bed & Breakfast land use in the Neighborhood Business (NB) zoning district. Tax Key No. ZOP00164
- c. 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

15. Mayoral Appointments

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

- 16. **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

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

18. 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.

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, SEPTEMBER 14, 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 6:07 p.m.

Aldersperson Yunker led the Council in the Pledge of Allegiance.

Roll Call

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

Absent None

Awards, Presentations, Proclamations, and Announcements

Announcement regarding Voting and the November 3, 2020 General Election

Clerk Kropf announced that in-person absentee voting will be conducted at City Hall in Council Chambers starting Tuesday, October 20, 2020 through Friday, October 30, 2020. She also added that there will be only one polling location (City Hall) due to the COVID-19 pandemic. More information is available on the City website and to watch for any updates regarding the election.

Re-consider business from previous meeting

None

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

Jim Strauss; N1556 Meadow Ridge Cir; Spoke in opposition of Ordinance 20-12.

Terry Johnson; 5141 Dailey Rd; Spoke in favor of Ordinance 20-12.

Acknowledgement of Correspondence

Clerk Kropf stated that she received one item of correspondence from Casey Schiche speaking in opposition of the proposed parking change on Wrigley Drive. All correspondence was forwarded to the members of the Common Council.

Approve the Regular Council Minutes of August 24, 2020 as prepared and distributed

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

CONSENT AGENDA– *Recommended by Finance, Licensing and Regulation on September 1, 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.

Temporary Class “B” / Class B” Retailer’s License for St. Francis De Sales Church Fall Irish Fest, to be held September 27, 2020, located at 148 W. Main St., Lake Geneva, WI

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

Items removed from the Consent Agenda

None

Discussion/Action regarding Resolution 20-R63 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 that she had brought this change forward due to the election. Currently the City Clerk is not able to use the Fire Department as a polling location due to the COVID-19 pandemic and that the only way to amend the election

plan is to have the Council approve the polling location change within the emergency proclamation. She noted that she listed the expiration date of the Resolution as November 23, 2020 as election related practices and laws are ever-changing.

Motion by Fesenmaier to amend the resolution to change the expiration date to November 9, 2020, second by Hedlund. Motion carried 7-1, with Howell voting no.

The original motion was read and carried 8-0.

Second Reading of Ordinance 20-12 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
Attorney Draper indicated that the Fire Chief has some safety issues with the ordinance as presented. He further advised that the Council motion to continue this item until all of the issues have been fully vetted.

Motion by Howell to continue, second by Halverson. Motion carried 8-0.

Discussion/Action regarding possibly implementing Special Assessment Powers for infrastructure work to be completed within the 2021 Street Improvement Project

Clerk Kropf explained that this agenda item had come from the Public Works Committee. It was the intent of the Committee to determine if Council was interested in pursuing Special Assessments for infrastructure work completed during a City Street Improvement Project. This discussion would not approve the City's ability to exercise Special Assessment powers, but rather would direct staff to explore it.

Motion by Flower to direct staff to research the Special Assessment process for future review, second by Hedlund. Attorney Draper stated that he would draft a memo outlining the process for Council consideration. Flower expressed desire to develop a policy as such. Motion carried 8-0.

Recommendation of the Finance, Licensing, and Regulation Committee of September 1, 2020- Ald. Howell

Discussion/Action regarding an Original "Class B" Reserve Intoxicating Liquor & Class "B" Fermented Malt Beverage License Application filed by Beachside Hospitality Inc d/b/a Barriquer Bistro & Wine Bar, agent, Nancy Trilla, located at 835 Wrigley Dr, Lake Geneva, WI

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

Discussion/ Action regarding renewal of Workers' Compensation and Property & Liability Insurance with R & R Insurance Services, Inc.

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

Discussion/Action regarding payment of invoices related to replacement of two-inch water service at the Library building (Finance, Licensing, and Regulation Committee approved payment of 50% of total to be paid from the contingency fund)

Motion by Howell to approve the half payment of total water service replacement to be paid from the contingency fund, second by Halverson.

Motion to amend by Howell to pay the water service replacement from the contingency fund and to transfer funds to the Library fund, second by Halverson. Motion carried 8-0.

Original motion as amended carried 8-0.

Discussion/Action Planning Commission Training Program in the amount of \$7,350 (Finance, Licensing, and Regulation Committee approved including this expenditure in the 2021 Budget)

Motion by Howell to approve adding the \$7,350 Training Program Cost to the 2021 Budget, second by Hedlund. The Council discussed reviewing other Planning Service firms for this training. Motion carried 8-0.

Discussion/Action regarding **Resolution 20-R62** authorizing the use of \$12,020 in Capital Projects unspent fund balance for the construction of a police storage building

Motion by Howell to approve, second by Yunker. Council discussion noted that the funds budgeted for this project was not sufficient for the bid amount. This resolution would authorize the additional funds needed to complete this project. Motion carried 8-0.

Discussion/Action regarding awarding the bid for the Police Department Storage Building to Gilbank Construction in an amount not to exceed \$181,000

Motion by Howell to approve, second by Hedlund. Flower indicated that she would like to wait until January 2021 to re-bid this, as the costs seem high. Lt. Gritzner explained that he would be fearful to wait in case costs increase. Hedlund added that the police Department need this building for winter storage and does not want to push back the project. Motion carried 8-0.

Discussion/Acceptance of September 1, 2020 Finance, Licensing, and Regulation Committee Payment Approval Reports

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

Mayoral Appointments

Appointment of Laura Thompson to the Downtown Business Improvement District with a term to expire January 1, 2021

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

Appointment of Sonya Dailey to the Tree Board with a term to expire May 1, 2023

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

Adjournment

Motion by Dunn to adjourn, second by Flower. Motion carried 8-0. The meeting adjourned at 7:13 p.m.

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:

BID DISTRICT SPYRO CANNOS REPRESENTING BID

NAME OF EVENT ORGANIZER/PRODUCER:

PRODUCTION COMPANY/ORGANIZATION:

OCTOBER FEST

FEDERAL TAX ID:

39-6005495

STREET ADDRESS:

626 GENEVA STREET

APT. UNIT OR SUITE #:

CITY:

LAKE GENEVA

STATE:

WI

ZIP CODE:

53147

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

EIN # (Tax Exempt Number):

TAX ID 39-6005495

*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: OCTOBER FEST OCT 10-11-12
 2. Date(s) of Event: 200 BL BROAD ST 700 & 800 BL Geneva ST.
 3. Location(s) of Event: FLAT IRON PARK - RIVERVIEW PARK (plaza)
 4. Hours: 5 AM - 8 PM - various downtown areas

Note: Start Time & End Time

5. Event Chair/Contact Person: Speedo Condos Phone: [REDACTED]
 6. Day of Event Contact Name: " " Phone: [REDACTED]

7. Is the event open to the public? Yes No
 8. Will you charge an admission fee? Yes No
 9. Estimated Attendance Number: 15,000
 10. Basis for estimate: PRIOR YEARS
 11. Will you be setting up a tent? Yes No

If yes, list the location, size, Rental Company, and proof of completion of locates.
Still waiting on vendor info - tent will be in Flat Iron Park

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:
STAFF will monitor receptacles discarded into Dumpster will be provided for event.

15. Description of plan for providing event security (if applicable):-
2 COUNTY SERVICE OFFICERS

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: N A
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: _____

Total Number of Parking Stalls Request: _____

Parking Stall Number(s) and Location: _____

3. Description of signage to be used during event: STREET POLES FOR BANNERS

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: FLUOR (RAN PARK) - POWER ON POLES ON BROWN STREET AND MAIN INTERSECTION
- Water Explain: _____
- Traffic Control Explain: _____
- Police Services Explain: _____
- Fire/EMS Services Explain: EMS ON SITE FOR FIRST AID
- 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.

Credit Card # (Required): _____

Expiration Date: _____ CVV #: _____

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

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: [Signature] Date: 9/7/20

For Office Use Only

Date Filed with Clerk: 9/9/20 Payment with Application: \$ _____ Receipt: _____

*Circulation required to the following Departments:

Department: Date: Circulated:

City Clerk/Administrator
Notes: _____

Police Chief
Notes: _____

Fire Chief
Notes: _____

Street Dept
Notes: _____

Parking Dept
Notes: _____

Piers, Harbors & Lakefront
Notes: _____

FL&R: Meeting Date: _____

Council: Meeting Date: _____

**will be sending a detailed list of vendor/entertainment placement*



CITY OF LAKE GENEVA MESSAGE ESTABLISHMENT APPLICATION

\$50.00 ANNUAL LICENSE FEE

EXPIRES JUNE 30TH EACH YEAR

Is Application: Original or Renewal

Application must be accompanied by the following documents:

1. \$50.00 License fee, payable to the City of Lake Geneva and due upon application
2. Copy of Applicant's Driver's License
3. A listing of the name and address of each Massage Technician employed or subcontracted by the establishment
4. Copy of each Massage Technician's Current and Valid State of Wisconsin Massage Therapist or Bodywork Therapist Certificate
5. Copy of each Massage Technician's Driver's License
6. If the applicant business is a corporation, include a report of the names and current addresses of all officers, directors, and stockholders owning more than 10% of stock in the corporation

BUSINESS INFORMATION

Trade Name: Aveda Jasmine Salon Spa Group

Corporate Name (if applicable): _____

Business Address (Physical): 251 COOK Street

Mailing Address (if different): _____

City, State, Zip: Lake Geneva WI 53147

Phone: 262 249 9800 Email: brittany@jasminesalonspa.com

Please explain the nature of services to be provided: full body massages

BUSINESS OWNER (APPLICANT) INFORMATION

Please include information for all business owners

Full Name: Brittany Harris

Address: 251 COOK street

City, State, Zip: Lake Geneva WI 53147

Copy of Driver's License Attached

RESOLUTION OF THE COMMON COUNCIL			
Resolution to ratify the Emergency Proclamation approved by the Chief Executive Officer Pertaining to the COVID-19 Pandemic and Declaration of Emergency			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	20-R64	Date:	September 28, 2020

WHEREAS, an emergency, namely the COVID-19 Pandemic, has impacted or is anticipated to impact the City of Lake Geneva, Wisconsin; and

WHEREAS, pursuant to sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes, the chief executive officer of the City of Lake Geneva, Wisconsin, proclaimed a state of emergency in effect from March 16, 2020 until the Council could meet; and

WHEREAS, there continues to be a public health emergency as a result of the COVID-19 Pandemic and continued measures must be taken to protect the public health and welfare of the citizens of the City of Lake Geneva, the employees of the City of Lake Geneva, and the many people who visit our city,

NOW, THEREFORE BE IT RESOLVED that pursuant to sections 323.11 and 323.14 of the Wisconsin Statutes hereby ratify Mayor Charlene Klein’s Proclamation of State of Emergency, dated July 27, 2020 and adopt as their own Proclamation of State of Emergency the following provisions to address the continuing public health emergency:

1. Daily business at City Hall will be conducted as follows: Clerk, Treasurer and Front Counter staff will provide service to the public via the counter in the City Hall vestibule. Building and Zoning Department will serve the public via their vestibule adjacent to their offices. Public access to the lobby of City Hall (with the exception for access to a public meeting as described below) will be prohibited.

2. With respect to Municipal Court proceedings, specific guidelines have not been determined as of the date of this proclamation, however, once the public is permitted to enter City Hall for municipal court proceedings, the following is expected: Individuals gaining access to the lobby and council chambers for municipal court purposes will have access to hand sanitizer and be required to wear a mask while in the building. Masks will be made available, free of charge, immediately inside the lobby of City Hall. Those attending court will be allowed to enter the west door of council chambers and instructed to exit using the east door of council chambers. Council Chamber capacity will not exceed twenty-five percent (25%) of full capacity as previously determined by the Lake Geneva Fire Department (25% capacity being 23 individuals.) Seating within council chambers will be arranged to maximize recommended social distancing. To maintain optimal social distancing; spectator chairs will not be allowed to be moved. Designated city staff will be present during court proceedings to insure all regulations are obeyed. Council

Chambers will be thoroughly sanitized after each day's proceedings are concluded.

3. It is recommended that whenever in person staff meetings are required, there be created a "socialization distance" of 6 feet, however in the alternative, staff is encouraged to utilize the technology available to conduct such meetings virtually.

4. With respect to all City Council, Committee, Boards, and Commissions, the following procedures will be adopted: All City Council, City Boards, City Committees and City Commission meetings will be conducted in the City Council chambers. City Hall lobby doors will be unlocked twenty (20) minutes prior to a scheduled meeting and locked twenty minutes after the conclusion of scheduled meetings. Individuals gaining access to the lobby and council chambers for public meeting purposes will have access to hand sanitizer and be required to wear a mask while in the building. Masks will be made available, free of charge, immediately inside the lobby of City Hall. Those attending meetings at City Hall will be allowed to enter the west door of council chambers and instructed to exit using the east door of council chambers. Council Chamber capacity will not exceed twenty-five percent (25%) of full capacity as previously determined by the Lake Geneva Fire Department (25% capacity being 23 individuals.) Seating within council chambers will be arranged to maximize recommended social distancing. To maintain optimal social distancing; spectator chairs will not be allowed to be moved. Designated city staff will be present during meetings to insure all regulations are obeyed (including limiting capacity in the council from exceeding twenty-five percent, insuring all those present wear masks, and that proper social distancing is maintained.) All members of the meeting body will have the option of attending and participating in the meeting in person at the council chambers or attending and participating remotely via the available applications such as zoom, go to meeting, etc. City Council, Committee of the Whole, Plan Commission, Public Works Committee, Piers, Harbors, and Lakefront Committee, and Utility Commission meetings will be televised. The presiding officers of the City Council, Plan Commission, and Committee of the Whole and chairs of all city committees, boards and commissions will be responsible for conducting their meetings, including operating remote meeting applications such as zoom, go to meeting, etc. Those individual who attend an in person meeting will be required to provide their name and phone number for contact tracing purposes. Those from the public who attend a meeting in person and who wish to provide "Public Comment" during the meeting will be required to "sign in" prior to the meeting and print their name, address, and telephone number, and provide a brief description of their public comment. The sign in sheets will be located inside the council chambers and available twenty minutes before the meeting begins. Council Chambers will be sanitized after the day's meeting(s) are concluded.

5. Riviera Beach will be open to resident beach pass holders only, every Wednesday from 9:00 a.m. to 1:00 p.m.

6. Because of the economic effects of various emergency orders put in place since, March 12th, 2020, and to provide economic relief for our downtown businesses as well as promote more social distancing in their facilities during the pendency of this Proclamation of State of Emergency (until it expires, is amended or is rescinded), the provisions of Section 98-206(8)(f) of the City of Lake Geneva Zoning Code are relaxed to allow the placement of merchandise for sale in those areas designated for "Sidewalk Furnishings" as set forth in Section 62-67(9), of the Municipal Code of the City of Lake Geneva, Wisconsin.

ORDINANCE No.

AN ORDINANCE CREATING SECTION 12
“FACE COVERING REQUIREMENTS DURING THE COVID-19 PANDEMIC,” new
ARTICLE VI
OF CHAPTER 50 “Offenses and Miscellaneous Provisions”
OF THE CITY OF LAKE GENEVA MUNICIPAL CODE.

Whereas, as of July 7, 2020, COVID-19 cases have been on the rise in Wisconsin and specifically Walworth County; and

Whereas, businesses in the City of Lake Geneva have closed due to employee positive cases of COVID-19; and

Whereas, public spaces and businesses are open for in-person operations in the City of Lake Geneva, increasing the potential for further community spread of COVID-19; and

Whereas, COVID-19 is primarily spread when people are in close proximity with each other including people showing symptoms or asymptomatic who are transmitting this virus through sneezes, coughs, etc.; and

Whereas, according to the Centers for Disease Control (CDC), there is emerging evidence from clinical and laboratory studies that demonstrates cloth face masks reduce the virus droplets; and

Whereas, wearing a face mask is one of the most effective ways to reduce person-to-person transmission of COVID-19. Face masks serve as a barrier to prevent droplets from entering the air, which is known as source control. When combined with other preventive measures, including physical distancing and especially proper hygiene practices such as soap and water handwashing, wearing face masks is a simple and effective way to reduce the risk of COVID-19 transmission; and

Whereas, according to the Centers for Disease Control (CDC), the effectiveness of cloth face coverings at reducing the spread of COVID-19 is highest when masks are widely used by people in public settings. In settings where physical distancing is difficult to maintain, everyone wearing a face mask reduces the risk of transmission;

Whereas, Secs. 323.11 and 323.14 of the Wisconsin Statutes authorize the governing body to order by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government during a declaration of emergency; (Alternative Provision)

NOW THEREFORE, at a regular meeting of the City of Lake Geneva, Walworth County, Wisconsin, held on this ____day of July, 2020, by a majority vote of the members being present, therefore said Council does ordain as follows:

SECTION 1

As used in this section, the following terms shall have the meaning indicated:

FACE COVERING

A protective mask covering the nose and mouth, including, but not limited to cloth face coverings or surgical masks.

BUILDING AREA OPEN TO THE PUBLIC.

An area in a public or privately-owned structure, including exterior parts of the building, such as a porch, exterior platform or steps providing means of ingress or egress that the public is invited or allowed to frequent.

An example of an area of a building open to the public would be the public reception lobby of a manufacturing building. That same building may have 200 employees working in areas not open to the public. Those 200 employees and others in that area of the building would not be required to wear masks under this ordinance. Also, private residences and residential apartment buildings are not considered to be buildings open to the public under this ordinance.

Section 2

MASK REQUIRED

Any person 4 years old or older who is present in the City of Lake Geneva shall have possession of a face covering when the person leaves home or other places of residence or temporary domicile. Visitors and residents shall wear the face covering in indoor and outdoor areas open to the public especially where 6-foot social distancing is not possible.

MASK REQUIRED INDOORS IN CERTAIN AREAS.

(a) Until further action by the Common Council amending or repealing this ordinance, any person 5 years old or older who is present in the City of Whitewater shall wear a face covering whenever the person is in a building open to the public and is in an area of the building open to the public, or in line inside or outside of the building to pick up food, drink or goods or waiting to enter such an area. (Alternate Provision)

(b) Masks shall be required for individuals who are attending the City of Lake Geneva Farmer's Market on Thursdays and located in the block area on the north side of Broad Street and bordered by Geneva Street and Wisconsin Street. (Alternate Provision)

(c) MASK REQUIRED FOR CITY FACILITIES AND EMPLOYEES. The City Administrator shall establish a face covering requirement policy for all city employees and other persons on the premises of any city facility. (Alternate Provision)

Section 3

EXCEPTIONS

Exceptions for face coverings will be made under the following circumstances:

- (a) Persons under the age of 4.
- (b) Persons who fall into the Center for Disease Control and Prevention's guidelines for those who should not wear face coverings due to medical condition, mental health condition, developmental disability, or are otherwise covered under the American with Disability Act.
- (c) Persons in settings where it is not practical or feasible to wear face coverings, including when obtaining goods or services such as the receipt of dental services, medical treatments, or eating food served at restaurants.
- (d) Persons in settings where it is not practical or feasible to wear face coverings when obtaining or rendering goods or services to the extent necessary to obtain or render such goods or services including, but not limited to, the receipt of dental services or medical treatments or consuming food or beverages. (Alternate Provision)
- (e) Persons who have a written note from a healthcare provider excusing mask use. (Alternate Provision)
- (f) Persons who have upper-respiratory chronic conditions or other conditions or disabilities that make wearing a mask inappropriate. If a person states that they have a medical condition that prevents them from wearing a mask it shall be assumed that it is true without further verification. (Alternate Provision)
- (g) Whenever federal, state, or local law otherwise prohibit wearing a face mask or where it is necessary to evaluate or verify an individual's identity. (Alternate Provision)
- (h) Persons whose religious beliefs prevent them from wearing a face covering. (Alternate Provision)
- (i) Public and private K through 12 schools that have a comprehensive safety plan in place. (Alternate Provision)
- (j) Childcare or youth facilities that have a comprehensive safety plan in place. (Alternate Provisions)
- (k) In private residences and residential apartment buildings. (Alternate Provision)

Section 4

OWNER/OPERATOR RESPONSIBILITIES. (Alternate Provision)

- (a) The owner (if the owner controls the day to day operations in the building) or operator of any building shall require that all persons present in the building area open to the public comply with **Section 2 Masks Required.** (Alternate Provision)

- (b) **RIGHT TO REFUSE SERVICE.** The owner or operator of any building open to the public has the right to refuse entry or service to any person for failure to comply with **Section 2 Masks Required.** (Alternate Provision)

Section 5

ENFORCEMENT. (Alternate Provision)

- (a) The Police Department shall enforce this chapter by issuing a warning for first offenses and shall only issue a citation for first offenses if an individual refuses to comply with the ordinance after receiving a warning or for second and subsequent offenses. (Alternate Provision)

Section 6

PENALTY

The City of Lake Geneva Police Department and other staff will provide social distancing and face covering education when feasible. Interactions with the Public will remain positive and polite and convey the message that the City of Lake Geneva believes health and safety are the primary concern for this community of residents and visitors during this global pandemic.

- (a) Any person violating this ordinance and any owner (if the owner controls day to day operations) or operator of a building open to the public that does not enforce **Section 2 Masks Required** in the building shall, upon conviction, forfeit not less than \$10.00 and not more than \$40.00 for a first offense and not less than \$50.00 and not more than \$150.00 for second and subsequent offenses. Each violation shall be considered a separate offense.

SECTION 7

That all Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby to such extent repealed.

SECTION 8

That this Ordinance shall take effect and be in force from and after its passage and posting, until January 25, 2020, unless extended or revoked by the City Council.

PASSED and ADOPTED

ORDINANCE No.

AN ORDINANCE CREATING SECTION 12 “FACE COVERING REQUIREMENTS DURING THE COVID-19 PANDEMIC,” new ARTICLE VI OF CHAPTER 50 “Offenses and Miscellaneous Provisions” OF THE CITY OF LAKE GENEVA MUNICIPAL CODE.

Whereas, as of July 7, 2020, COVID-19 cases have been on the rise in Wisconsin and specifically Walworth County; and

Whereas, businesses in the City of Lake Geneva have closed due to employee positive cases of COVID-19; and

Whereas, public spaces and businesses are open for in-person operations in the City of Lake Geneva, increasing the potential for further community spread of COVID-19; and

Whereas, COVID-19 is primarily spread when people are in close proximity with each other including people showing symptoms or asymptomatic who are transmitting this virus through sneezes, coughs, etc.; and

Whereas, according to the Centers for Disease Control (CDC), there is emerging evidence from clinical and laboratory studies that demonstrates cloth face masks reduce the virus droplets; and

Whereas, wearing a face mask is one of the most effective ways to reduce person-to-person transmission of COVID-19. Face masks serve as a barrier to prevent droplets from entering the air, which is known as source control. When combined with other preventive measures, including physical distancing and especially proper hygiene practices such as soap and water handwashing, wearing face masks is a simple and effective way to reduce the risk of COVID-19 transmission; and

Whereas, according to the Centers for Disease Control (CDC), the effectiveness of cloth face coverings at reducing the spread of COVID-19 is highest when masks are widely used by people in public settings. In settings where physical distancing is difficult to maintain, everyone wearing a face mask reduces the risk of transmission;

Whereas, Secs. 323.11 and 323.14 of the Wisconsin Statutes authorize the governing body to order by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government during a declaration of emergency; (Alternative Provision)

NOW THEREFORE, at a regular meeting of the City of Lake Geneva, Walworth County, Wisconsin, held on this ____ day of July, 2020, by a majority vote of the members being present, therefore said Council does ordain as follows:

1. DEFINITIONS.

- a. "Enclosed space" means a confined space open to the public where individuals congregate, including but not limited to outdoor bars, outdoor restaurants, taxis, public transit, ride-share vehicles, and outdoor park structures.
- b. "Face covering" means a piece of cloth or other material that is worn to cover the nose and mouth completely. A "face covering" includes but is not limited to a bandana, a cloth face mask, a disposable or paper mask, a neck gaiter, or a religious face covering. A "face covering" does not include face shields, mesh masks, masks with holes or openings, or masks with vents.
- c. "Physical distancing" means maintaining at least six feet of distance from other individuals who are not members of your household or living unit.

2. FACE COVERING REQUIRED. Every individual, age five and older, in Wisconsin shall wear a face covering if both of the following apply:

- a. The individual is indoors or in an enclosed space, other than at a private residence; and;
- b. Another person or persons who are not members of individual's household or living unit are present in the same room or enclosed space. Face coverings are strongly recommended in all other settings, including outdoors when it is not possible to maintain physical distancing.

3. EXCEPTIONS.

- a. Individuals who are otherwise required to wear a face covering may remove the face covering in the following situations:
 - i. While eating or drinking.
 - ii. When communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.
 - iii. While obtaining a service that requires the temporary removal of the face covering, such as dental services.
 - iv. While sleeping.
 - v. While swimming or on duty as a lifeguard.
 - vi. While a single individual is giving a religious, political, media, educational, artistic, cultural, musical, or theatrical presentation for an audience, the single speaker may remove the face covering when actively speaking. While the face covering is removed, the speaker must remain at least 6 feet away from all other individuals at all times.
 - vii. When engaging in work where wearing a face covering would create a risk to the individual, as determined by government safety guidelines.

viii. When necessary to confirm the individual's identity, including when entering a bank, credit union, or other financial institution.

ix. When federal or state law or regulations prohibit wearing a face covering.

b. In accordance with CDC guidance, the following individuals are exempt from the face covering requirement in Section 2:

i. Children between the ages of 2 and 5 are encouraged to wear a mask when physical distancing is not possible. The CDC does not recommend masks for children under the age of 2.

ii. Individuals who have trouble breathing.

iii. Individuals who are unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

iv. Individuals with medical conditions, intellectual or developmental disabilities, mental health conditions, or other sensory sensitivities that prevent the individual from wearing a face covering.

v. Incarcerated individuals. The Wisconsin Department of Corrections shall continue to comply with COVID-19 protocols to ensure the health and safety of its staff and individuals in its care. Local governments are strongly encouraged to continue or create COVID-19 protocols to ensure the health and safety of their staff and individuals in their care.

4. LEGISLATURE AND JUDICIARY. State facilities or offices under the control of the Wisconsin State Legislature or the Wisconsin Supreme Court are exempt from this Order. The Wisconsin State Legislature and the Wisconsin Supreme Court may establish guidelines for face coverings that are consistent with the specific needs of their respective branches of government.

5. PRESERVATION OF MEDICAL SUPPLIES. To conserve limited supplies of N95 masks and other medical-grade supplies, individuals are discouraged from using such supplies as face coverings.

6. LOCAL ORDERS. This Order supersedes any local order that is less restrictive. Local governments may issue orders more restrictive than this Order.

7. ENFORCEMENT. This order is enforceable by civil forfeiture of not more than \$200. Wis. Stat. § 323.28.

8. SEVERABILITY. If any provision of this Order or its application to any person or circumstances is held to be invalid, the remainder of the Order, including the application of such part or provision to other individuals or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

PASSED and ADOPTED

**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.

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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

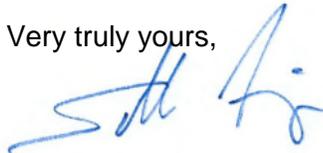
While Peller is confident in its position, Peller is open to reaching a mutually beneficial resolution with the City to avoid any further expense and uncertainty. Peller believes that the below proposal will significantly benefit the City because it will result in accelerated cash payments to the City. 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: *Jim Lounsbury*
Mayor

Attest: *Joseph Shee*
City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

On Sept 29, 2010 before me, Daniel S. Drape Notary Public, personally appeared Jim Lounsbury 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.

Daniel S. Drape
*
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:

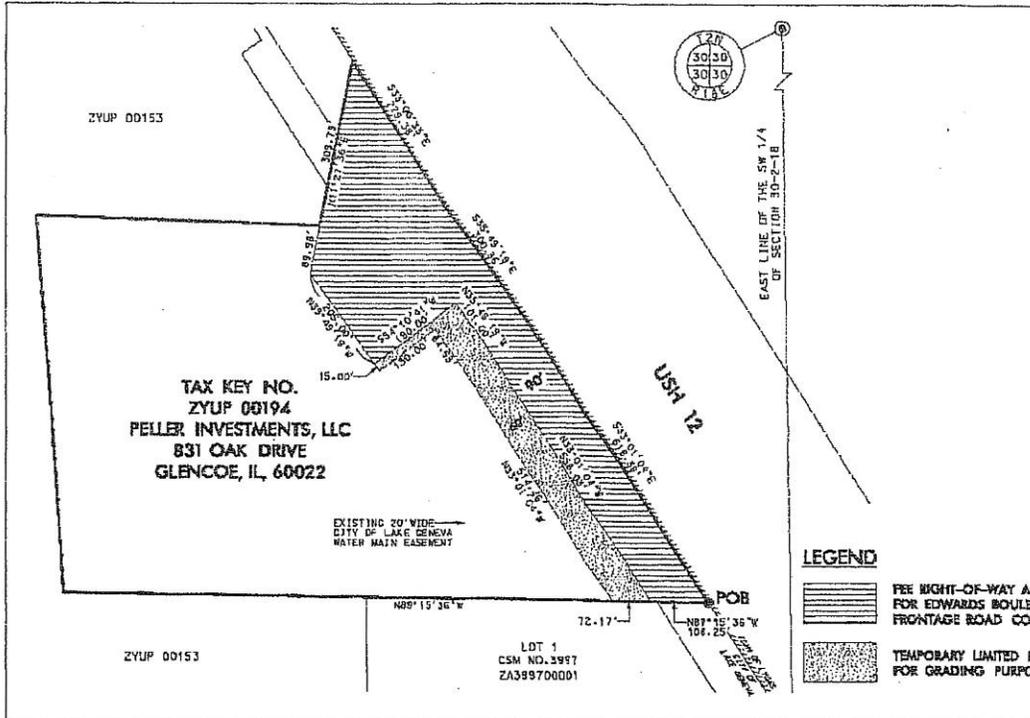
Located in the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 30, Town 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin, described as:

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

LOT 1
CSM NO. 2987
ZA399700001

 **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 Brynelson, 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 "D. 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”).

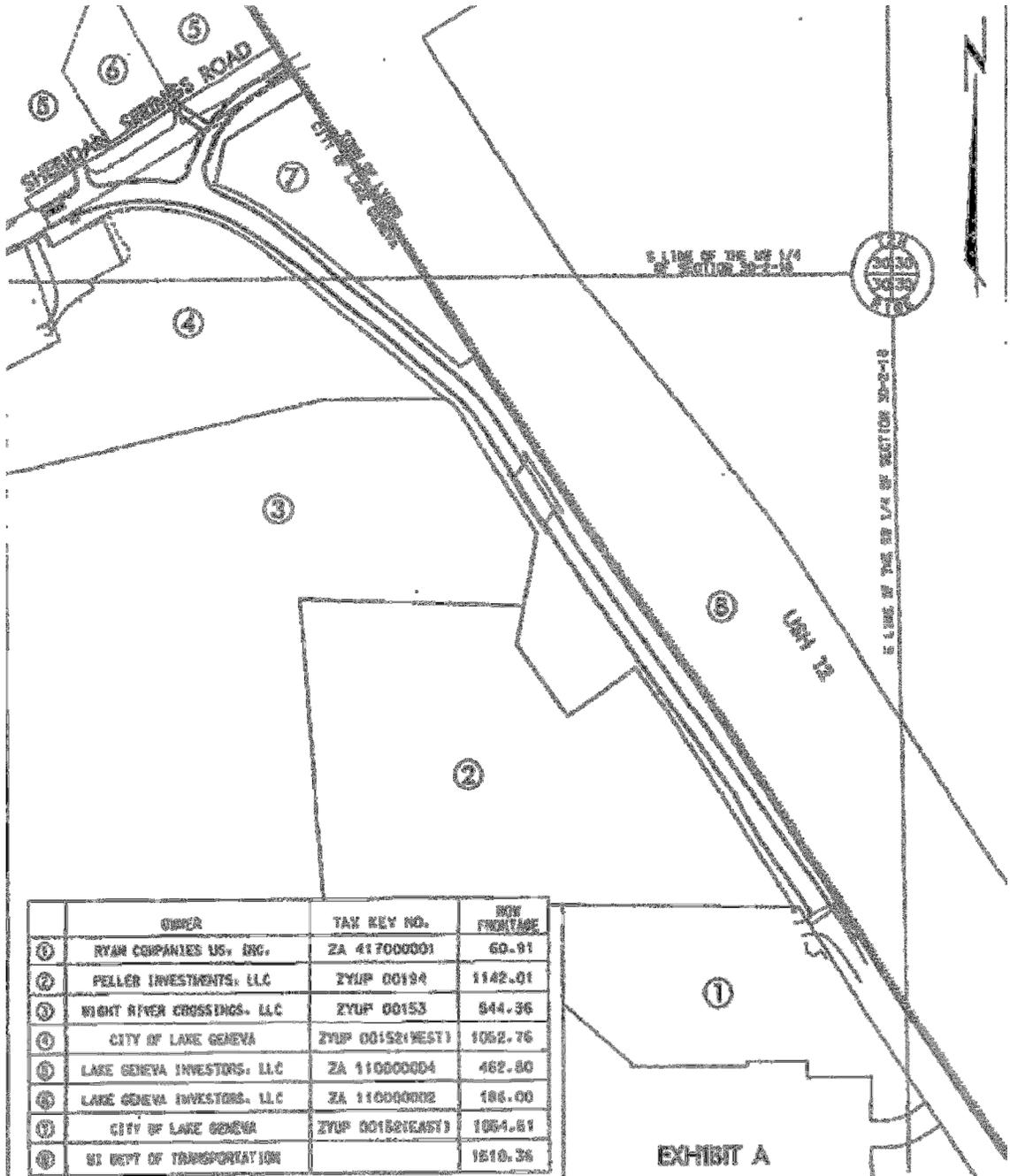
CONCLUSION

¶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

State Bar of Wisconsin Form 21-2003
MORTGAGE



Recorded
March 22, 2016 2:14 PM

DONNA R PRUESS
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: \$30.00
Total Pages: 4

Document Number

Document Name

Lake Geneva Economic Development Corporation

("Mortgagor," whether one or more) mortgages to City of Lake Geneva, a Body Politic

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$150,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated December 16, 2015, executed by Lake Geneva Economic Development Corporation

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Walworth

County, State of Wisconsin ("Property"):

The South 106 feet of Lot 6, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Together with the West 8 feet of the South 106 feet of Lot 5, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:
None

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

Recording Area

Name and Return Address

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

ZOP 00155

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

This is not _____ a purchase money mortgage.
(is) (is not)

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are N/A

(6) the state of organization and the organizational identification number of the debtor (if applicable) are N/A; and

(7) the address of the secured party is N/A

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated March 15, 2016

LAKE GENEVA ECONOMIC DEVELOPMENT CORPORATION

Michael R Ploch (SEAL) Richard W Torhorst (SEAL)
 *By: Michael R. Ploch, President *By: Richard W. Torhorst, Secretary

_____(SEAL) _____(SEAL)
 * _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

authenticated on _____

Walworth COUNTY) ss.

* _____

Personally came before me on March 15, 2016,
the above-named Michael R. Ploch and

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Richard W. Torhorst
I know to be the person(s) who executed the
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Attorney Richard W. Torhorst, SB#1015127

Michelle P. Schmetter
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: October 11, 2019)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

STATE BAR OF WISCONSIN

FORM NO. 21-2003

* Type name below signatures.

**FIRST AMENDMENT TO
DEVELOPMENT
AGREEMENT**

THIS FIRST AMENDEDMENT TO DEVELOPMENT AGREEMENT.(this "Agreement") is made and entered into as of this__day of April, 2016, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Lake Geneva Economic Development Corporation (the Developer").

RECITALS

WHEREAS, the City and the Developer entered into a development agreement dated December 16, 2015, and

WHEREAS, the City and Developer have determined that additional funds are necessary to complete the project contemplated by the original Development Agreement dated December 16, 2015, and

WHEREAS, Effective September , 11 1995 the City created City of Lake Geneva Tax Increment District No. 4 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law");

WHEREAS, the City desires to facilitate the further development of property within the District to eliminate blight, expand the tax base, and create jobs;

WHEREAS, the Developer has purchased additional property which had a building on it and said property has been added to the premises known as 323 Broad Street and Developer proposes to demolish the building, relocate tenants currently in the building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street; and

WHEREAS, Developer expended the sum of \$107,233 of the original grant of \$150,000.00 described in the original Development Agreement, and

WHEREAS, the Developer wishes to expend an additional \$25,000.00 to complete the additional work described above, and

WHEREAS, to facilitate the Project contemplated by this First Amendment to Development Agreement, the City wishes to provide a grant for the additional improvements set forth above and subject to this Agreement; and

WHEREAS, the City and the Developer intend to enter into this First Amendment to Development Agreement to ensure that the grant is used to fulfill the purposes of the Lake Geneva Tax Increment No. 4 and satisfy the requirements of the Tax Increment Law;

WHEREAS, all of the components of the Project are located within the District;

WHEREAS, the City finds and determines that unless the City provides the tax increment payments described in this Agreement the Developer will not undertake the Project and the City will not accomplish the objectives of the Project Plan for the District;

WHEREAS, in order to induce the Developer to undertake and complete the Project in the manner and timeframe described herein and to make the Project financially feasible and implement the Project Plan for the District, the City finds it appropriate to provide tax increment incentive payments to the Project as described in this Agreement subject to the reservations contained herein;

WHEREAS, the City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital best interests of the City and its residents by eliminating blight, expanding the tax base and creating commercial opportunities, all consistent with the purpose of a TIF district under the Tax Increment Law;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amended Development Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and The Developer agree as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. ARTICLE III, subsection 3.6 is hereby amended and restated to read as follows:

3.6. Demolition of Building at 323 Broad Street.

The Developer shall demolish, remove the existing building, remove the foundations of the existing building, fill, grade, and seed the property located at 323 Broad Street in the City of Lake Geneva, Wisconsin on or before June 1, 2016 at an estimated cost of \$150,000. The Developer shall also demolish the second building located at 323 Broad Street in the City of Lake Geneva, Wisconsin, relocate tenants currently in the second building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street on or before December 31, 2016.

3. ARTICLE IV, subsection 4.1 is hereby amended to read as follows:

4.1. Payment of Grant. Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the Project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$150,000 (the "Grant"), which shall be applied to demolition of the premises currently on the Property, and removal of the foundations, filling, grading, and reseeded of the property after demolition. The grant proceeds shall also be applied to demolish the second building now located at 323 Broad Street, Lake Geneva, Wisconsin, relocate tenants currently in the second building to be demolished, make other improvements to the property, including but not limited to removal of the existing parking lot removal of a tree or trees, restoration of the site, and make improvements to the streetscape along 323 Broad Street.

4. All other terms and conditions of the original Development Agreement dated December 16, 2015 between City and Developer not specifically amended herein remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date set forth above.

[SIGNATURE PAGES FOLLOW]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT.(this "Agreement") is made and entered into as of this 16 day of December, 2015, by and between the City of Lake Geneva, a Wisconsin municipal corporation (the "City"), and Lake Geneva Economic Development Corporation (the Developer").

RECITALS

WHEREAS, Effective September 11, 1995 the City created City of Lake Geneva Tax Increment District No. 4 (the "District") pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law");

WHEREAS, the City desires to facilitate the development of property within the District to eliminate blight, expand the tax base, and create jobs;

WHEREAS, to facilitate the Project contemplated by this Agreement, the City wishes to provide a grant for demolition of the property subject to this Agreement;

WHEREAS, the City and the Developer intend to enter into this Development Agreement to ensure that the grant is used to fulfill the purposes of the Lake Geneva Tax Increment No. 4 and satisfy the requirements of the Tax Increment Law;

WHEREAS, the Developer proposes to purchase the property at 323 Broad Street, Lake Geneva and then demolish said premises for future development;

WHEREAS, all of the components of the Project are located within the District;

WHEREAS, the City finds and determines that unless the City provides the tax increment payments described in this Agreement the Developer will not undertake the Project and the City will not accomplish the objectives of the Project Plan for the District;

WHEREAS, in order to induce the Developer to undertake and complete the Project in the manner and timeframe described herein and to make the Project financially feasible and implement the Project Plan for the District, the City finds it appropriate to provide tax increment incentive payments to the Project as described in this Agreement subject to the reservations contained herein;

WHEREAS, the City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement are in the vital best interests of the City and its residents by eliminating blight, expanding the tax base and creating commercial opportunities, all consistent with the purpose of a TIF district under the Tax Increment Law;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and The Developer agree as follows:

**ARTICLE I
PROPERTY DESCRIPTION**

The property subject to this Agreement is located within the District at 323 Broad Street in the City of Lake Geneva, and is more accurately described in Exhibit A, which is attached to this Agreement and incorporated by reference (the "Property").

**ARTICLE II
PROJECT DESCRIPTION**

Currently there are no concrete plans for redevelopment of the property, however the developer proposes to redevelop the property within the time frames set forth in this Development Agreement. The project contemplated by this Agreement shall be done in accordance with the City's Comprehensive Plan and consistent with City of Lake Geneva Zoning. The future development shall hereinafter be referred to as (the "Project").

**ARTICLE III
OBLIGATIONS OF THE DEVELOPER**

3.1. Execution of Purchase and Sale Agreement. Developer has entered into a Purchase and Sale Agreement a copy of which attached to this Agreement as Exhibit C and incorporated by reference. Said Purchase and Sale Agreement in contingent upon Developer receiving a grant from the City for the demolition and restoration of the existing improvements on the property.

3.2. Development of the Property. Subject to the terms of this Agreement, the Developer shall construct or cause to be constructed the Project on the Property within five (5) years from the date of this agreement..

3.3. Minimum Project Costs. The Developer shall incur costs in constructing the Project of not less than \$500,000.00.

3.4. Project Deadline. The Developer shall complete construction of the Project on or before January 1, 2021. For the purposes of this Agreement, construction shall be complete on the date a Certificate of Occupancy for the Project is issued by the state of Wisconsin Department of Safety and Professional Services. In the event weather conditions prevent the completing of Project exterior improvements and/or landscaping by the date prescribed above, construction shall be deemed complete on the date a temporary Certificate of Occupancy for the Project is issued by the state of Wisconsin Department of Safety and Professional Services, provided that such exterior and/or landscaping improvements shall be completed no later than six (6) months following the issuance of the temporary Certificate.

3.5. Cost Reimbursements. The Developer shall submit monthly written Request for Payment forms and related attachments to the City for any cost for which the Developer wishes to be reimbursed as provided in Article VII of this Agreement.

3.6. Demolition of Building at 323 Broad Street.

The Developer shall demolish, remove the existing building, remove the foundations of the existing building, fill, grade, and seed the property located at 323 Broad Street in the City of lake Geneva, Wisconsin on or before June 1, 2016 at an estimated cost of \$150,000.

3.7. Property Taxes. The Developer if not exempt from doing so, shall pay all property taxes on the Property in full each year when due and payable.

3.8. Compliance with Law. The Developer shall maintain the Property and all operations thereon in full compliance with all local, state and federal laws and regulations.

3.9. Record Keeping. The Developer shall maintain copies of all regulatory, contract, cost and reimbursement records related to the Project for seven years following the completion of the Project and shall make all such records available for inspection by the City and its duly authorized agents and contractors within two business days of the City's providing written notice to the Developer as provided in Article X of this Agreement.

**ARTICLE IV
OBLIGATIONS OF THE CITY**

4.1. Payment of Grant. Subject to the terms of this Agreement, in order to induce the Developer to undertake and complete the Project, the City shall provide a cash grant to the Developer, or its assigns, in an amount not to exceed \$150,000 (the "Grant"), which shall be applied to demolition of the premises currently on the Property, and removal of the foundations, filling, regarding, and reseedling of the property after demolition.

4.2. Cooperation with Developer. The City shall cooperate with the Developer throughout the construction of the Project and shall promptly review and/or process all submissions and applications in accordance with all applicable City ordinances.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

5.1. Legal Authority. The Developer represents and warrants to the City that it has approved this Agreement and that it authorized the appropriate officers in accordance with applicable law to negotiate and execute this Agreement on the Developer's behalf.

5.2. Necessity of Grant. The Developer represents and warrants to the City that but for the Grant to be provided by the City under this Agreement, the Developer would not proceed with the purchase of the property and demolition of the existing improvements thereon for future redevelopment of the Property.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE CITY**

6.1. Legal Authority. The City represents and warrants to the Developer that it has the authority to enter into this Agreement and to perform all the obligations under this Agreement.

6.2. City Council Approval. The City represents and warrants to the Developer that on December 14, 2015, the City Council approved this Agreement and authorized its execution by the proper City officers on the City's behalf.

**ARTICLE VII
GRANT PAYMENT PROCESS**

7.1. Construction Costs. For the purposes of this Agreement, all demolition costs of the current premises on the Property including all removal of hazardous material and grading and seeding of the property after demolition shall be considered eligible for reimbursement under this Article.

7.2. Request for Payment Forms.

(a) Developer shall be entitled to reimbursement for any demolition done on the property after demolition has commenced.

(b) Request for Payment forms and attachments shall be delivered in person to the City Clerk during the City's regularly scheduled business hours or by any of the other delivery methods described in Article X of this Agreement.

(c) If the City Clerk receives a completed Request for Payment form and attachments on or before the 20th day of a month, or the next business day following the 20th, the Clerk shall do all things necessary to schedule the Request for Payment for action by the City Council at the first regularly scheduled City Council meeting for the following month.

(d) Requests for Payment forms received by the City Clerk after the 20th of a month shall be scheduled for action by the City Council at the first regularly scheduled City Council meeting two months hence.

7.3. Approval of Request. Within seven (7) days of the City Council's approval of the Request for Payment, the City shall issue a check to the Developer for the approved amount.

7.4. Denial of Request. If the City Council denies all or a portion of the Request for Payment, the City Council shall indicate the grounds for so doing and indicate what, if any, additional actions the Developer must take to gain City Council approval of the request. The City Council may deny all or a portion of a Request for Payment based on either of the following grounds:

(a) All or a portion of the amount requested is not evidenced by a written receipt or invoice.

(b) The City Council reasonably believes that all or a portion of the amount

requested is not attributable to demolition of the premises on the Property or restoration after demolition.

7.5. Lien on the Property. Concurrent with payment of the retainage, the Developer shall execute a lien or mortgage document in favor of the City in the amount of the final amount of the Grant, which shall be recorded and act as security to insure performance of the obligations of the Developer under Section 3.2 and 3.3 of this Agreement. Upon the fulfillment of the obligations of the Developer under Section 3.2 and 3.3 of this Agreement, the City shall execute and record a document releasing the lien or mortgage on the Property.

7.6. Termination of Payments. The obligation of the City to make payments under this Agreement shall terminate once the aggregate total of all payments made to the Developer equals the maximum amount of the Grant specified in Article IV of this Agreement.

ARTICLE VIII ASSIGNMENT BY DEVELOPER

8.1. Permitted Assigns. The Developer may:

(a) Assign its rights and obligations under this Agreement to an entity that holds title to the Property and that is controlled by the Developer or by one or more of the principals of the Developer.

(b) Assign or collaterally assign the right to receive payments to any third party with written consent by the City Council, which written consent shall not be unreasonably withheld.

(c) Collaterally assign its rights hereunder to a first mortgage lender for the Project, if any.

8.2. Cooperation by the City. The City will cooperate with the execution of any assignment documents consistent with the provisions of this Article.

ARTICLE IX NO PARTNERSHIP OR VENTURE

The Developer and its contractors or subcontractors or its assignees shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or affect any partnership, venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

The intentions, affirmations, authorizations and agreements between the parties as expressed herein are approved solely by and between the parties and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person's detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties and each of them, whether real or alleged, is specifically disclaimed by the parties.

ARTICLE X WRITTEN

NOTICES

10.1. Method of Delivery. Any notice required or permitted under this Agreement shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- (a) Hand delivered to the party to whom the notice is addressed;
- (b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid;
- (c) Delivered by overnight courier delivery service (e.g., Federal Express, UPS, etc.), and addressed to the party at the address shown below; or
- (d) Delivered by email to the email address indicated, provided confirmation of receipt of any sent email is received .

10.2. Addresses. Notice shall be address to the respective parties as follows:

(a) **FOR THE CITY:**

City of Lake Geneva
City Hall
636 Geneva Street
Lake Geneva, WI 53147
Attention: Sabrina Waswo, City Clerk
Email: CityClerk@cityoflakegeneva.com

With a copy to:

Daniel S. Draper,
City Attorney
636 Geneva Street
Lake Geneva, WI 53147

(b) **FOR THE DEVELOPER:**

Lake Geneva Economic Development Corporation
500 Commercial Court
Lake Geneva, WI 53147

With a copy to:

Attorney Richard W. Torhorst
500 Commercial Court, Suite 300
Lake Geneva, WI 53147

ARTICLE XI DEFAULT, TERMINATION AND INDEMNITY

11.1. Events of Default. Any one or more of the following events constitutes an event of default ("Event of Default"):

(a) A party fails to perform any material obligation owing by such party under this Agreement within ten (10) days after receipt of written notice thereof from the party to whom such obligation is owing; or

(b) Any foreclosure action is filed against the Property, any petition is filed by or against a party to declare a party bankrupt or a debtor under any insolvency law or to delay, reduce or modify a party's debts or obligations, or a party is declared insolvent according to law, or any assignment of a party's property is made for the benefit of creditors, or a trustee or receiver is appointed for a party or its property provided, however, that none of the foregoing shall constitute an Event of Default if the party reasonably contests the action by appropriate proceedings.

11.2. Default by the Developer. Except as limited by this paragraph, if the Developer fails to fully perform its obligation under Section 3.2 and 3.3, said failure shall be deemed a default. .

11.3. Default in Obligation to Demolish 323 Broad Street. If the Developer fails to fully perform any of its obligations under Section 3.6 of this Agreement, then the City or the City's agents shall have the right to enter onto the Property to perform those obligations. The Developer shall reimburse the City for any cost incurred by the City in performing said obligations. If the Developer reimburses the City, then the City shall release any lien or mortgage against the Property as provided for under Section 7.6 of this Agreement. If the Developer fails to reimburse the City, then the City may seek to foreclose on the lien or mortgage or exercise any other remedy available at law or in equity.

Right to Cure. Either party shall have the right to cure an Event of Default within ten (10) days of its occurrence (or, if the act necessary to cure such Event of Default does not involve the payment of money and cannot reasonably be cured within such ten day period, if the defaulting party fails to commence such act within the ten day period and thereafter promptly, effectively and continuously proceed with such act, subject to the Force Majeure provisions of Article XII).

11.5. Remedies. Upon the failure of a party to cure an Event of Default, the party to whom such obligation is owing may at its sole option exercise any and all remedies available at law or in equity first to compel specific performance by the defaulting party of its obligations hereunder, or if appropriate, to recover damages incurred by the party seeking to pursue its remedies hereunder including, without limitation, all costs, taxes, filing fees, arbitration fees, witness expense and reasonable attorneys' fees and disbursements. Notwithstanding the foregoing, no party may initiate any action or proceeding to terminate this Agreement or its obligations hereunder, except as provided in Section 11.7 below. The termination of this Agreement shall not preclude either party from exercising its remedies under this Agreement to recover damages incurred by such party as a result of such termination.

11.6. Waiver. No failure or delay by a party to insist on specific performance of any term of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall constitute a waiver of such term or such breach.

11.7. Termination. This Agreement may be terminated only upon the occurrence of one or more of the following events:

- (a) The parties mutually agree in writing to such termination, in whole or in part;
- (b) Either party is relieved of or enjoined from performing its obligations, in whole or in part, by a judicial determination by any court of competent jurisdiction, and all appeals therefrom shall have been adjudicated or terminated;
- (c) An Event of Default shall have occurred and the non-defaulting party to this Agreement agrees to such termination;

11.8. Cumulative and Concurrent Powers. Each right, power and remedy of a party provided for under this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for under this Agreement. The exercise or beginning of the exercise by a party of any one or more of the rights, powers or remedies provided for under this Agreement shall not preclude the concurrent or later exercise by a party of any or all such other rights, powers or remedies

11.9. Indemnity. Developer hereby agrees to and shall at all times indemnify and hold harmless the City of Lake Geneva (the "Indemnitee") against all: (i) claims, demands, liabilities, actions and prosecutions which may be asserted, made or brought against the Indemnitee, or any and; (ii) losses, costs, damages and expenses, including reasonable attorney expenses and disbursements, which may be suffered, incurred or sustained by the Indemnitee, to the extent caused or contributed to by any breach of this Agreement by such Developer or any lien filed by any contractor or agent undertaking work or supplying services or materials for the Project or Infrastructure; provided in no event shall Developer be liable to the Indemnitee for any consequential or incidental damages, damages resulting from loss of profits or income, loss of use or property or other indirect damages.

ARTICLE XII TIME AND FORCE MAJEURE

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargos, acts caused directly or indirectly by the other party (or the party's agents, employees, or invitees), or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or any party shall claim that such an event shall have occurred, the other party shall investigate same and consult with the other and the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided, however, that failure of performance was reasonably caused by such Force Majeure.

**ARTICLE XIII
GENERAL
PROVISIONS**

13.1. Defined Terms. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

13.2. Entire Agreement. This Agreement, including any document expressly incorporated by reference into this Agreement, states the final and exclusive agreement between the parties. Any and all prior negotiations and agreements are merged into and superseded by this Agreement.

13.3. Binding Effect. This Agreement binds and benefits the parties and their respective heirs, legal representatives, successors, and permitted assigns.

13.4. Modification. This Agreement may be amended or modified only by a written agreement duly executed by all parties hereto.

13.5. Non-Discrimination. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any person or entity in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin, religion, or identity, color, gender, marital status, age, handicap, or national origin, and that the development of and construction and operations of the Project shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

13.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

13.7. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Walworth County, Wisconsin, or United States federal court located within the appropriate venue. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then that provision is severed from this Agreement and the other provisions remain in effect.

13.9. Execution of Supporting Documents. From time to time hereafter and without further consideration, the parties shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as either party may reasonably request in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

13.10. Headings and Titles. This Agreement is to be construed as a whole, without reference to any heading or title, which are inserted merely for the convenience of the parties.

13.11. Recording. The parties agree that this Agreement may be recorded to provide

notice to third parties of the ownership requirements contained in this Agreement.

13.12. Ambiguities. Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date set forth above.

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

CITY OF LAKE GENEVA

By: [Signature]
Jim Connors, Mayor

By: [Signature]
Sabrina Waswo, City Clerk

State of Wisconsin)
) ss.
Walworth County)

This instrument was acknowledged before me on the 14th day of December
2015, by Jim Connors.

[Seal]

[Signature]
Notary Public, State of Wisconsin
My commission ~~expires on~~ is permanent

State of Wisconsin)
) ss.
Walworth County)

This instrument was acknowledged before me on the 14th day of December, 2015
by Sabrina Waswo

[Seal]

[Signature]
Notary Public, State of Wisconsin
My commission ~~expires on~~ is permanent

LEGAL DESCRIPTION

The South 106 feet of Lot 6, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Together with the West 8 feet of the South 106 feet of Lot 5, Block 16 of the Plat of Geneva, now City of Lake Geneva, and being sometimes known as the Original Plat of the Village of Geneva, Walworth County, Wisconsin.

Tax Key No: ZOP 00155

Address: 323 Broad Street

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 19, 2015 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)
3 **GENERAL PROVISIONS** The Buyer, Lake Geneva Economic Development Corporation
4 _____, offers to purchase the Property known as [Street Address] 323 Broad St.
5 _____, in the _____ City _____
6 of Lake Geneva _____, County of Walworth _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 **PURCHASE PRICE:** Two Hundred Fifteen Thousand
9 _____ Dollars (\$ 215,000.00)
10 **EARNEST MONEY** of \$ 0 _____ accompanies this Offer and earnest money of \$ 10,000.00 _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: Contents of Building
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or N/A
19 _____
20 **NOT INCLUDED IN PURCHASE PRICE:** N/A
21 _____
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE:** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE:** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 August 21, 2015 _____ . Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS:** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Sal Dunicelli Sr. - Lake Geneva Area Realty, Inc.
39 Buyer's recipient for delivery (optional): Richard Torhorst
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 249-3001 Buyer: (262) 248-2595
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: 101 Broad St, Suite C3, Lake Geneva, WI 53147
48 Delivery address for Buyer: PO Box 1300, 500 Commercial Ct #300, Lake Geneva, WI 53147
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): Team@LakeGenevaAreaRealty.com
54 E-Mail address for Buyer (optional): torhorstlaw@genevaonline.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT:** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated June 25, 2015
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**
63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than December 19, 2015
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
77 Current assessment times current mill rate (current means as of the date of closing)
78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
80

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
95 are _____
96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367) If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____
106 _____ If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1. Buyer accepts property in "As-Is" condition.
110 2. This offer is contingent upon a grant from the city of Lake Geneva TIF to raze the building.
111 Upon approval, closing will take place within 10 days.
112 3. The Buyer and City of Lake Geneva to have access to premises for purpose of obtaining bids for
113 the razing, removal, site restoration and improvements.
114 * and improve site to meet City requirements
115 part

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____

118 _____ (insert proposed use and type and size of building, if applicable; e.g.
 119 restaurant/avern with capacity of 350 and 3 second floor dwelling units). The optional provisions checked on lines 123-139 shall be deemed
 120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
 121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
 124 (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
 125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
 126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense,
 128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
 129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
 130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
 132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
 134 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken)
 136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
 137 **CHECK ALL THAT APPLY**, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
 139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
 141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
 142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
 143 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
 145 the Property, the location of improvements, if any, and: _____

146 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
 147 which may be added include, but are not limited to: staking of all corners of the Property, identifying dedicated and apparent streets, lot
 148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
 149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
 151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
 153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
 154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
 155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
 156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
 158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
 161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
 163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____
 167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
 168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
 169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
 170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
 172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
 173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
 175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
 180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
 185 but not limited to gasoline and heating oil.
 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
 190 nonconforming structures or uses, conservation easements, rights-of-way.
 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
 192 assessments against the real property located within the district.
 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 194 or the present use of the Property.
 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
 202 conditions and which is enforceable by the county.
 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
 204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
 207 archeological artifacts on the Property.
 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
 209 of a use-value conversion charge has been deferred.
 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
 212 program.
 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
 222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
 225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

227

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written

229

[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this

230

Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years.

231

amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly

232

payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

233

premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount

234

not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall

235

be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to

236

maintain the term and amortization stated above.

237

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238

FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

239

ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be

240

fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

241

interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to

242

reflect interest changes

243

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286

244

or in an addendum attached per line 478.

245

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that

246

purpose.

247

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to

248

provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to

249

Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that

250

delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,

251

after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall

252

accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,

254

BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S

255

AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers

257

a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

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acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of

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lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days

261

to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain

262

in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer

263

authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's

265

funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written

266

verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage

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financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for

268

purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this

269

Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense

271

by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an

272

appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless

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Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not

274

equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide

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adequate time for performance.

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ADDITIONAL PROVISIONS/CONTINGENCIES: _____

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287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visit; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings,
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller, (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346

347 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 348 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

349 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 350 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 351 other than the current use.

352 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 353 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 354 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

355 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
 356 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 357 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 358 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 359 closing (see lines 365-371).

360 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 361 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
 362 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 363 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

364 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 365 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 366 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 367 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 369 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 370 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

371 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 372 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

373 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
 374 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 375 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 376 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 377 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

378 ~~N/A~~ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 379 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
 380 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 381 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 382 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 383 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 384 had actual knowledge or written notice before signing the Offer.

385 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 386 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 387 Assessment report to which Buyer objects (Notice of Defects).

388 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

389 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 390 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 391 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 392 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 393 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 394 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages, or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance, or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with item waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.wisconsin.gov/corrections> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. A
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
 445 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
 446 contingency.

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address: 323 Broad St., Lake Geneva, WI 53147

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ Sal Dimiceli Sr. - Lake Geneva Area Realty, Inc.
481 _____ on _____ 08/19/2015

482 Buyer Entity Name (if any) _____ Lake Geneva Economic Development Corporation

483 (X) _____
484 Buyer's/Authorized Signature Print Name/Title Here Richard Torhorst Secretary Date 8/20/2015

485 (X) _____
486 Buyer's/Authorized Signature Print Name/Title Here _____ Date _____

487 EARNEST MONEY RECEIPT: Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____ 323 Broad Property LLC

493 (X) _____
494 Seller's/Authorized Signature Print Name/Title Here _____ Date _____

495 (X) _____
496 Seller's/Authorized Signature Print Name/Title Here _____ Date _____

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials Date _____ Seller Initials Date 8-20-15

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer/Seller~~ **STRIKE ONE**

1 The Offer to Purchase dated 08/19/2015 and signed by Buyer Lake Geneva Economic Development Corp.,
2 for purchase of real estate at 323 Broad St., Lake Geneva WI 53147
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 1. Purchase Price Shall Be \$231,000 (Two-Hundred Thirty-One Thousand Dollars).
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before August 25, 2015 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Sal Dimiceli, Sr. - Lake Geneva Area Realty, Inc. on 08/20/2015

38		Licensee and Firm ▲		Date ▲
39				
40	Signature of Party Making Counter-Offer ▲	Date ▲	Signature of Party Making Counter-Offer ▲	Date ▲
41	Print name ▶ <u>323 Broad Property LLC</u>		Print name ▶ <u>Marc Klus / Eric Klus</u>	
42		<u>8/25/15</u>		
43	Signature of Party Accepting Counter-Offer ▲	Date ▲	Signature of Party Accepting Counter-Offer ▲	Date ▲
44	Print name ▶		Print name ▶	

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

Capital Improvement Plan **2020 thru 2024**
City of Lake Geneva, Wisconsin

Department DPW
 Contact Tom Earle
 Type _____
 Useful Life _____
 Category Cemetery's
 Priority _____
 Total Project Cost: \$12,000

Project # 2020 Cemetery equipment replacement
Project Name: Cemetery mower replacement. JD Z910a 2010

Description
Replacement of John Deere zero-turn mower Z910a for Cemetery use. 2010 model year.

Justification
Mower is beyond its useful life and is a major part of cemetery mowing operations.
Grass mowing in the cemetery is never ending and any breakdowns cause a severe disruption.
Current mower is showing signs of age by presenting with minor issues on a weekly basis.

Expenditures	2020	2021	2022	2023	2024	Total
Equip/Vehicles/Furnishings	\$12,000					
Total	<hr/>					

Funding Sources	2020	2021	2022	2023	2024	Total
Capital Budget						
Total	\$12,000.00					

Budget Impact / Other
\$12,000.00 from Cemetery Equipment Replacement Fund

Date this form was submitted: 15 Aug. 2019

Capital Improvement Plan **2020 thru 2024**
 City of Lake Geneva, Wisconsin

Department DPW/Cemetery
 Contact Tom Earle
 Type _____
 Useful Life 7 years
 Category _____
 Priority _____
 Total Project Cost: \$11000

Project # 2020 Equipment Replacement
 Project Name: JD X320 mower replacement

Description
Replacement of the Cemetery's John Deere X320 mower.

Justification
Mower is a 2011 model with 950 hours. This unit is used daily and is an important part of cemetery mowing operations. Unit shows signs of wear and use and presents issues weekly. The average homeowner uses their mower less than 28 hours/year. This is the equivalent of this mower being 34 years old in a residential setting. $950/28 = 33.9$ years

Expenditures	2020	2021	2022	2023	2024	Total
Equip/Vehicles/Furnishings	\$11,000					
Total	\$11,000.00					

Funding Sources	2020	2021	2022	2023	2024	Total
Capital Budget						
Total						

Budget Impact / Other
\$11,000.00 in 2020

Date this form was submitted: 20 Aug. 2019

TOPSOIL, MULCH
&
LANDSCAPE MATERIALS



COMPOST MANAGEMENT, INC.

3136 Theatre Road
Delavan, Wisconsin 53115

Ph: (262) 728-6123
Fax: (262) 728-6233

RECYCLING
OF
ORGANIC MATERIALS

Lake Geneva Cemetery Equipment Proposal

We are listing three models for consideration.

#1) Gravely Model 994150 Pro-Stance 48 Kaw.

Retail \$9,063.00 Municipal Price \$7,250.00

#2) Gravely Model 994151 Pro-Stance 52 Kaw. *carbureted*

Retail \$9232.00. Municipal Price \$7,385.00

#3) Gravely Model 994152 Pro-Stance 52["] Kaw. EFI

Retail \$9,682.00 Municipal Price \$7745.00

EFI 26hp

Dated Aug. 5, 2020

(Price good thru Oct. 2020)

\$ 7250⁻ each

\$ 14500⁻ total



Quote Summary

Prepared For:
City Of Lake Geneva, Street Dept.
Thomas Earle
1065 CAREY ST
LAKE GENEVA, WI 53147

Prepared By:
Robert Schmidt
Mid-State Equipment Salem
8841 Antioch Road
Salem, WI 53168
Phone: 262-843-2326
bschmidt@midstateequipment.com

Quote Id: 22497859
Created On: 05 August 2020
Last Modified On: 05 August 2020
Expiration Date: 28 August 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 648M 22.0HP* Commercial QuikTrak with 48 In. 7- Gauge Floating Deck	\$ 8,954.00	\$ 7,382.00 X	2 =	\$ 14,764.00
Equipment Total				\$ 14,764.00

Quote Summary	
Equipment Total	\$ 14,764.00
SubTotal	\$ 14,764.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,764.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,764.00

\$ 7382 - each
\$ 14764 - total

Salesperson : X _____

Accepted By : X _____

Quote

Sales Receipt



Larry's Towing & Recovery

Date 8/4/2020
Receipt # quote

MC of LG Inc.
1217 Grant Street
Lake Geneva, WI. 53147
Phone 262-249-8698

SOLD City of Lake Geneva
TO (Oak Hill Cemetery)

Payment Method	Check No.	Job
QUOTE ONLY		

Qty	Item #	Description	Unit Price	Discount	Line total
2		WSTX488FX730E2B	\$19840.00	15%	\$16864.00
1	98470106	TRIMMER HOLDER	\$96.00	15%	\$ 81.00
		Price includes first oil change & blade sharpening @ 8 hrs. Also complete check over of machines.			
		GOOD FOR 60 DAYS			
			Total Discount		
					Subtotal
					Sales Tax
					Total \$16,945.00

\$ 8432 - each
\$ 16864 - total

Thank you for your business!



Working Together for a Better Community

Shared Services Agreement Executive Overview

Lake Geneva Fire Department, Town of Linn Fire Department,
and Town of Lyons Fire Department have engaged in
researching the feasibility of Shared Services.

PREFACE AND ACKNOWLEDGEMENTS

This report is the result of numerous meetings with Chief Fire Officers from the Lake Geneva Fire Department, Town of Linn Fire Department, and Town of Lyons Fire Department. All of these departments have provided accurate and current data to illustrate the best possible results of a proposed shared services model as found within this report.

The results of this report will be utilized by administrators, board members, and citizen groups to better understand the possible benefits of the three departments sharing services resulting in an increased service delivery model to all. The group would like to thank everyone that assisted in facilitating this report and our community leaders for their consideration in moving forward with this shared services model.

Authors:

Fire Chief John Peters, Lake Geneva Fire Department

Fire Chief Pete Jones, Town Of Linn Fire Department

Fire Chief Neal Lara, Town Of Lyons Fire Department

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1. EXECUTIVE SUMMARY

The Lake Geneva Fire Department, Town of Linn Fire Department, and Town of Lyons Fire Department have shared services for many years. Mutual Aid, MABAS responses, combined trainings, and shared policies are just a few examples of this collaboration. Over the past few months, Chief Officers from all three departments have been meeting to discuss ways to better utilize our resources and improve protection to our communities and the areas we serve.

Lake Geneva currently provides both fire and EMS at the Paramedic level. Lake Geneva's response area consists of the City of Lake Geneva, and contracted portions of the Town of Geneva.

Linn provides fire and EMS services to the Advanced EMT level. Linn is responsible for service to the Town of Linn.

Lyons provides fire and EMS services to the Advanced EMT level. Lyons is responsible for service to the Town of Lyons, and portions of the Towns of Spring Prairie and La Fayette.

All three departments are current members of the Mutual Aid Box Alarm System (MABAS).

This report focuses on enhancing the departments' ability to work together and increases shared services that will occur within the existing departments' administrative and operational frameworks. This report illustrates that this process can be achieved utilizing the following model:

- An Operational model, which creates a unified operations framework under which the "closest unit" of the three departments would respond regardless of municipal boundaries. However, each of these three departments will remain separate entities with independent personnel, administration, vehicles, and governance.

The fiscal and operational analysis associated with this model suggests potential for improving service response times and efficiency of fire and EMS response, potential for increased recruitment and retention of personnel, and potential financial savings.

The following are additional findings from this analysis of this model being utilized in southcentral and southeastern Rock County:

- Increase in fire protection to the service areas
- Increase the service areas to a paramedic level of service
- Allows for EMS billing to the appropriate level
- Potential increase in EMS revenue
- Potential decrease in EMS billing expenses
- Increase in recruitment and retention of members

The report concludes that there is a substantial benefit to all three departments in pursuing a shared services agreement. The increase in service to the communities involved with little to no increased financial investment will allow all three communities the ability to better serve their residents.

2. INTRODUCTION

Project Overview

The communities served by Lake Geneva, Town of Linn, and Town of Lyons Fire Departments are all primarily rural communities with some urban area. The three departments would like to move forward with a Shared Services model of both fire and EMS services. This model will enhance our established response plans by allowing for a single, area-wide, department with “closest unit” responding to emergencies. This would provide the most rapid and efficient service to all communities.

The goal of this project is to improve service while reducing or containing costs, both now and into the future, through the following possible outcomes:

- Creating one all-encompassing emergency response department providing fire protections, rescue services, and EMS services.
- Provide Paramedic level service to the entire response area
- Allow current and future licensed EMS providers the ability to work at their current level of certification (EX: Currently Town of Linn and Lyons Fire Department are licensed as an AEMT service and have Paramedic members that can only work at the AEMT level).
- Increase recruitment and retention of Fire and EMS personnel for the entire area through the use of shared personnel.
- Allow for combined Fire Prevention programs to assist with public education and fire inspection duties.
- Potential savings in EMS billing utilizing economies of scale.

Department Characteristics

Lake Geneva Fire Department

- The Lake Geneva Fire Department is a combination fire department consisting of Paid-on-Premise and Paid-on-Call staff.
- The station is staffed with a three person crew 24 hours a day, seven days a week, and 365 days a year. Additionally additional staff are available as scheduled for administrative and Fire Prevention Bureau duties.
- Lake Geneva Fire Department operates a Paramedic EMS system with three ambulances.

In addition to the Fire Department, the City of Lake Geneva has its own Sewer Utility, Police Department, Communications Center (PSAP) and Department of Public Works. The City of Lake Geneva has seen a recent increase in commercial property, single family homes, and multi-unit developments. City of Lake Geneva supplies service to the entire city of Lake Geneva and areas of the Town of Geneva.

Town of Linn Fire Department

The Town of Linn Fire Department consists of Paid-on-Call staff and operates an Advanced EMT EMS system with one ambulances.

The majority of the Geneva lakeshore is within the Town of Linn and their jurisdiction lies on the north and south side of the lake.

Town of Lyons Fire Department

The Town of Lyons Fire Department consists of Paid-on-Call staff. The Town of Lyons Fire Department operates an Advanced EMT EMS system with one ambulances.

The Grand Geneva Resort and Spa is within the Town of Lyons.

3. OPERATIONAL OVERVIEW

General Geographic and Demographic Information

The Lake Geneva, Town of Linn, and Town of Lyons Fire Departments comprise approximately 75 square miles in southcentral to southeastern Walworth County. The three departments will protect a total estimated population of 14,000 residents within the combined response area.

Table 1 shows the geographic and demographic breakdown of each department's current response area. The Lake Geneva, Town of Linn, and Town of Lyons Fire Departments have many areas of adjoining borders and many roads and thoroughfares which make access to the entire response area practical and safe. Town of Linn shares its northern border with Lake Geneva's southern border, Lake Geneva shares its eastern border with Town of Lyons' western border, and Town of Linn and Town of Lyons share no mutual borders. All areas have excellent main roads joining the communities or direct access to these roads to enhance the response between departments. (Highways 36, 120, 50, and US Hwy 12)

Table 1

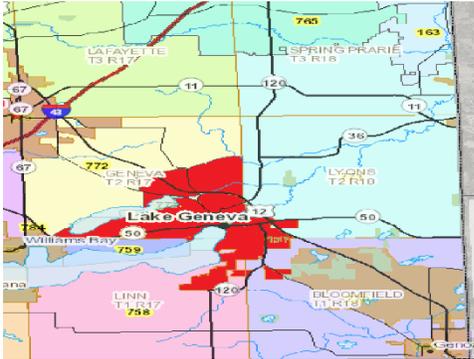
	Lake Geneva	Town of Linn	Town of Lyons	Total
Area (Sq. miles)	6.55 mi ²	28.7 mi ² (land) 5.1 mi ² (water)	34.7 mi ²	75.05 mi ²
Population	7,875(2017)	2,401 (2017)	3,722 (2017)	13,998 (2017)
Fire Inspections (total /year)	2,555	195	686	3,436

With the elimination of borders and the reassignment of response to the closest unit, there will be no increase in response times to any portion of this combined response area, many areas will see a decrease in initial unit response time and a larger area will see a decrease in secondary vehicle response times.

Current Service Areas

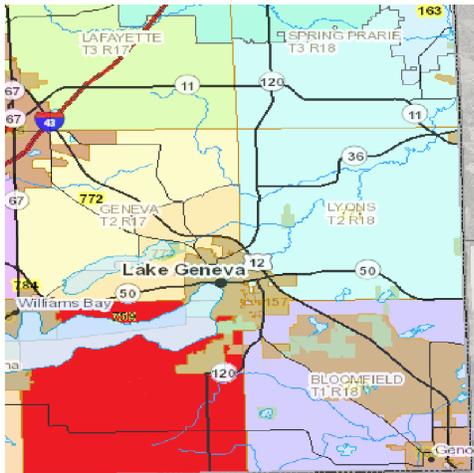
Map 1

Lake Geneva



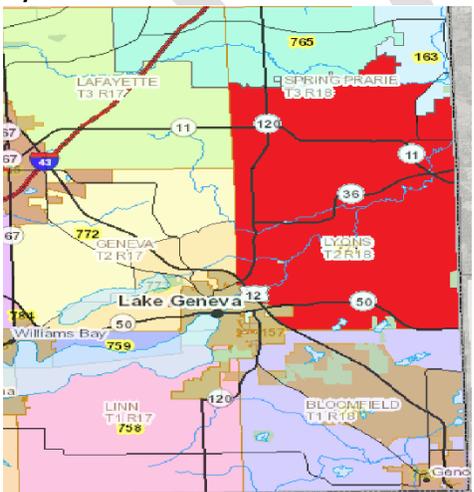
Map 2

Linn



Map 3

Lyons



Fire & EMS Response Information

The consolidated fire and EMS area would be responsible for emergency response to an estimated 2,263 calls per year. Currently 1,369 of these responses are EMS in nature and 894 are fire responses. Table 2 shows the current breakdown of calls by department. Fire runs, on the table, represent fire calls, rescue/EMS assistance, and mutual aid/MABAS calls. EMS runs are calls in which an ambulance responded for service.

Table 2

	Lake Geneva	Town of Linn	Town of Lyons	Totals
EMS Runs (2018)	905	142	322	1,369
Fire Runs (2018)	648	172	74	894
Total Runs (2018)	1,553	314	396	2,263

The departments should see a minimal increase in fire responses after implementation, due to the current agreements in place which will still require the same equipment to respond to the same types of emergencies. The group will not see a substantial increase in EMS runs caused, but will see a change in where those runs are allocated. Linn's runs per year will be divided between Linn and Lake Geneva (based on closest unit). Lyon's runs per year will be divided between Lyon's and Lake Geneva (based on closest unit).

Lake Geneva will see an increase in responses for paramedic level service in both Linn and Lyons.

EMS Billing/Collection Rates

This agreement would call for a standard fee structure providing everyone in the consolidated area "resident" status. Consideration will be made to contract with a single billing service to decrease the percentage of revenue lost through charges. An increase in revenue will be seen with the 1,369 EMS runs in the consolidated response area. Additionally, there are opportunities to split billing with added paramedic response ability.

Table 3 shows current collection rates and billing percentages for each department. Billing is completed by the transporting agency.

Table 3	Lake Geneva	Town of Linn	Town of Lyons
Billing Company Charge (%)	7.6	\$2,000.00	
BLS Resident	\$700.00	\$400.00	\$500.00
BLS Non-Resident	\$700.00	\$500.00	\$500.00
ALS 1 Resident	\$918.89	\$500.00	\$700.00
ALS 1 Non-Resident	\$918.89	\$600.00	\$700.00
ALS 2 Resident	\$1010.47	\$600.00	\$1,000.00
ALS 2 Non-Resident	\$1010.47	\$650.00	\$1,000.00
Mileage (per mile)	\$20.00	\$10.00	\$10.00
Response Fee (non-transport) Resident	\$150.00	\$200.00	\$0.00
Response Fee (non-transport) Non-Resident	\$200.00	\$250.00	\$0.00

- Note- there may be other charges in the fee schedule (i.e. medications and procedures) not listed above

Current Resources

The combined group would have 115 personnel, 71 of them with EMS training.

Table 4 represents the current staffing and level of certification for members of all departments.

Table 4	Lake Geneva	Town of Linn	Town of Lyons	Totals
Total Personnel	45	29	41	115
Fire Only	6	12	22	40
First Responders	0	6	2	8
Fire/EMT-Basic	14	3	3	20
EMT-Basic	0	3	4	7
FF/AEMT	7	3	8	18
FF/Paramedic	17	1	0	18
Drivers/Auxiliary	0	1	0	1
Probationary/No Training	1	0	2	3

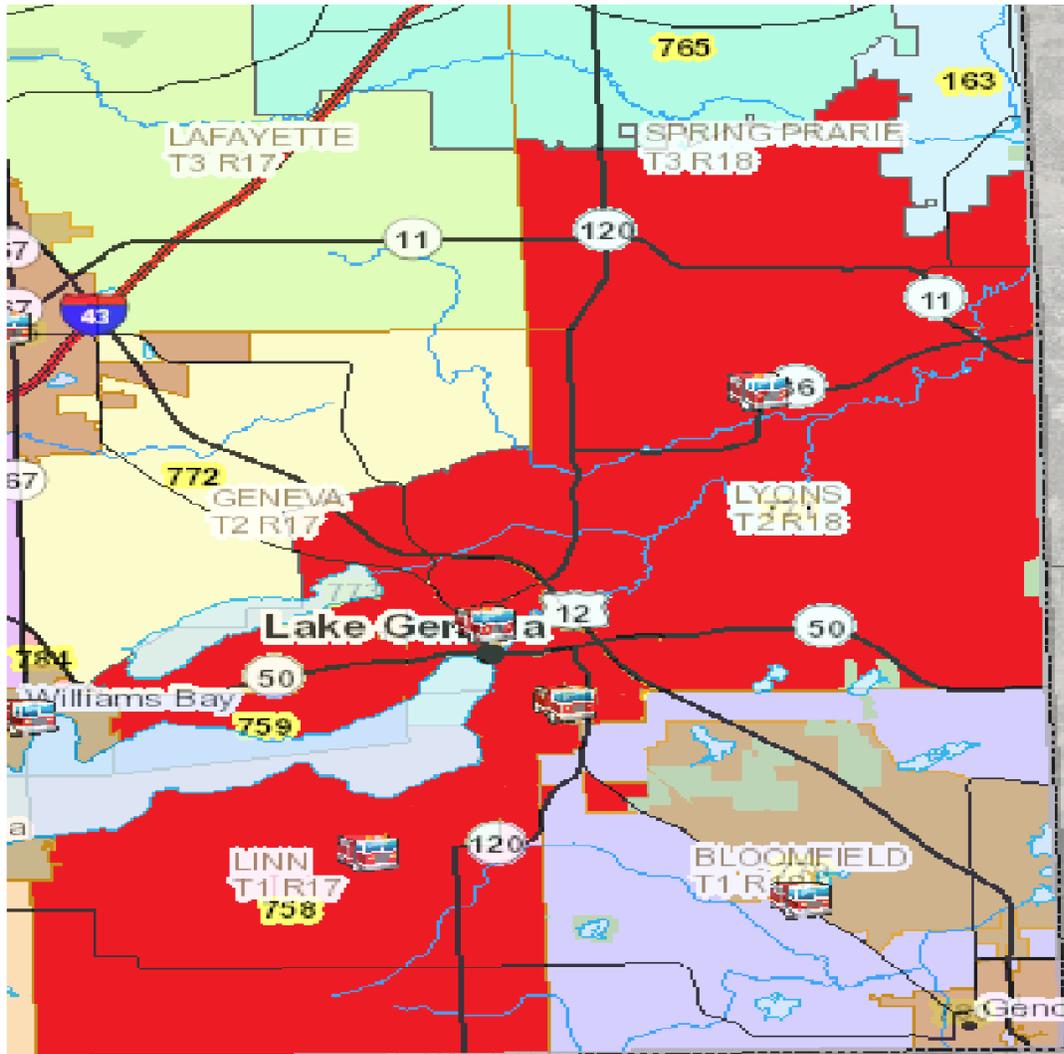
The current equipment list for all departments is found in Table 5. Each department has a full complement of equipment that adequately protects their respective community. During time of need, the MABAS system allows the departments to augment their staffing and equipment as the emergency requires. The group would operate out of 4 stations that are geographically located across the 75 mile service area.

Table 5	Lake Geneva	Town of Linn	Town of Lyons	Total
Stations	2	1	1	4
Engines	2	2	2	6
Ladder/Truck	1	0	0	1
Tender	0	3	2	4
Ambulance(Basic/AEMT)	0	1	1	2
Ambulance Paramedic	3	0	0	3
Squad (extrication)	1	1	0	2
Chief/Command Car	2	1	0	3
Staff Vehicles	2	0	0	2
Brush Truck	1	1	1	3
Utility	1	1	1	3
UTV w/Fire Skid	0	0	1	1
UTV w/EMS Skid	1	0	1	2
ATV	0	0	0	0
Snow Machine	0	0	0	0
Light Trailer	0	0	0	0
Boat	1	2	0	3
Rehab	0	0	0	0
MCI Trailer	1	0	0	1
Cascade Air	1	0	1	2

Map 4 shows the proposed service area. The locations of these fire stations are existing and permits personnel to respond to the closest fire station to pick up necessary equipment. Departments could move equipment for repair or maintenance coverage.

Proposed Service Map

Map 4



4. OPERATIONAL RECOMMENDATIONS

Recommendation

This report's recommendation is a Shared Services agreement between the Lake Geneva, Town of Linn, and Town of Lyons. Each department will maintain their current administrative, legal, and budgetary status, but function under an closest unit responds model to all fire or EMS calls regardless of municipal boundaries.

This model would operationally enhance the current MABAS concept in that individual departments would not simply receive assistance during high activity. This change would allow instant coverage for times of low personnel availability, multiple calls, equipment down time for repair or maintenance, and other times of need.

In addition, the departments would endeavor to work under one EMS operational plan allowing for an increase in service to the entire community. Additionally, this system would allow all approved members to work at the levels they are trained within the entire service area. This will bring the entire area to a paramedic level system and increase the number of EMT basics and AEMT's through the use of shared personnel.

Training would become more standardized with common drill plans and schedules. All three departments currently have training officers who could combine their efforts to become a much stronger program.

Fire prevention programs in the service area would receive inspection and prevention assistance from additional qualified personnel. These areas are critical in keeping 2% dues coming to the department and allow for a safer and more prepared community overall.

Timeline

1. Complete Report And Review By All Fire Chiefs

Meeting Date _____

2. Prepare Report For Administrative Boards

First Review _____

3. Request Approval To Move Forward With Plan

Approvals By _____

4. Address EMS Operational Plan –

Plan To State By _____

5. Set Response Areas

Completed By _____

6. Discuss Staffing And Cross Staffing Possibilities

Staffing Completed By _____

7. Discuss SOP And Training

On Going

8. Discuss Scheduling

On Going

9. Implementation

Planned Start _____

This agreement is a work product of mutual respect and coordination between departments, the ultimate goal being to provide the closest, most appropriate response to citizens in our respective communities, regardless of jurisdictional boundaries.

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this__ day of _____of __, 202_ by and between the City of Lake Geneva, Town of Linn, and Town of Lyons.

Definitions:

1. Automatic Aid means the automatic dispatch of aid by the Responding Party to a specific alarm type in the jurisdiction of the other Party.

Operational Expectations

1. Dual Response Area - Geographic Limits.

This Agreement applies to all Incidents requiring a Fire Department Response received by the Walworth County PSAP or Lake Geneva PSAP for addresses or occupancies within the Town of Linn , City of Lake Geneva, Town of Lyons and more specifically for addresses located within the boundaries defined by:

Town of Linn (ESN 758 & 759)

City of Lake Geneva (ESN 157)

Contracted area of the Town of Geneva (ESN 773)

Town of Lyons (ESN 771)

Contracted area of the Town of Spring Prairie (ESN 771)

Note: For purposes of this Agreement, the boundary will include both sides of the road way and any property contiguous to either side of the roadway. The area covered by this Agreement includes the contracted portions of the Town of Geneva.

2. Situations Where Aid is provided.
Each department will develop still/local and dual response areas, and identify the response and apparatus requested.

This automatic aid Agreement shall be in effect 24 hours a day, seven days a week. Include appendix with still maps

3. Communications and Dispatch
To accomplish this, the PSAP's shall dispatch the City of Lake Geneva, Town of Linn and Town of Lyons Fire Departments.

4. Reimbursement for Costs.

No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

Each department is encouraged to evaluate their direct and true cost of this agreement annually to ensure their cost efficiency and fiscal responsibility.

RESPONSE, PERSONNEL, AND EQUIPMENT

The Town of Linn, City of Lake Geneva and Town of Lyons Fire Chiefs shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement.

In virtually all cases, responses will be consistent with the established Mutual Aid Box Alarm System (MABAS) Division 103 response cards. Any other required personnel and/or equipment will be determined by the Incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

OTHER SHARED SERVICES

This agreement recognizes that the Town of Linn, City of Lake Geneva and Town of Lyons Fire Departments are actively working on other areas of shared services, which includes but is not limited to the potential for joint staffing, a shared station, equipment sharing, community risk analysis, standard operating guidelines, training, administration, and fire prevention and education.

LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary.

Provided, however, nothing contained herein shall diminish the immunity or limitations of liability of a party granted to it by law.

TERM

The term of this Agreement shall commence on the 1st day of January 2021, and shall be for a term of three (3) years to expire December 31, 2023. Provided, that on or before September 1st of each year of the term of this agreement, any party may opt out by delivery of notification in writing to all parties of the intent to so opt out of this agreement. In the event, such written notice is timely delivered, the opt out shall become effective as of December 31st, of the year in which the notice is delivered.

RENEGOTIATIONS

The terms of this agreement shall not change from agreement to agreement, without first notifying all parties in writing of any proposed change.

PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the all fire departments in this agreement.

Additions and Modifications

Additions (Including other Departments) or modifications may be made to this agreement with a written attachment agreed on by all signed parties.

Town of Linn, Wisconsin

By: _____

Fire Chief

City of Lake Geneva, Wisconsin

By: _____ PFC: _____ Mayor: _____

Fire Chief

Town of Lyons, Wisconsin

By: _____

Fire Chief

DRAFT

Report Criteria:

Report type: Summary
 [Report].Check Issue Date = 09/03/2020,09/09/2020
 Check.Type = {<>} "Adjustment"
 Bank.Bank account = "043230"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
09/03/2020	74333	2046	ALLIANT ENERGY	221.33
09/03/2020	74334	2138	BAKER & TAYLOR	5,695.83
09/03/2020	74335	2273	CHASE CARD SERVICES	3,446.02
09/03/2020	74336	2277	CHICAGO TRIBUNE	116.00
09/03/2020	74337	2424	DUNN LUMBER	25.27
09/03/2020	74338	2670	HOME DEPOT CREDIT	392.28
09/03/2020	74339	2977	MIDWEST TAPE	1,046.83
09/03/2020	74340	3024	MUTUAL OF OMAHA	2,607.44
09/03/2020	74341	5845	NETHERY, BETH	722.93
09/03/2020	74342	4918	TIME WARNER CABLE	144.98
09/03/2020	74343	4973	US BANK	1,231.33
09/09/2020	74344	2046	ALLIANT ENERGY	19,333.44
09/09/2020	74345	5850	AMIGOS LIBRARY SERVICES	99.00
09/09/2020	74346	5849	HARDEK, BARBARA	676.00
09/09/2020	74347	5851	LIBRARY JOURNAL	104.99
09/09/2020	74348	3232	RHYME BUSINESS PRODUCTS	26.00
09/09/2020	74349	5535	SPRINT	2,006.31
Grand Totals:				<u>37,895.98</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	.00	23,370.12-	23,370.12-
11-00-00-21555	1,396.05	.00	1,396.05
11-00-00-21562	858.48	.00	858.48
11-00-00-21564	352.91	.00	352.91
11-10-00-55000	127.58	.00	127.58
11-10-20-51110	722.93	.00	722.93
11-12-00-53610	26.00	.00	26.00
11-14-30-53110	169.61	.00	169.61
11-16-10-52220	3,684.68	.00	3,684.68
11-16-10-53500	57.96	.00	57.96
11-21-00-51380	125.23	.00	125.23
11-21-00-52210	144.98	.00	144.98
11-21-00-52220	20.03	.00	20.03
11-21-00-53100	26.96	.00	26.96
11-21-00-53420	8.90	.00	8.90
11-21-00-53990	108.97	.00	108.97
11-21-00-54110	51.70	.00	51.70
11-21-00-55000	937.58	.00	937.58
11-22-00-52220	1,046.29	.00	1,046.29
11-22-00-53200	1,222.00	.00	1,222.00
11-22-00-53410	43.66	.00	43.66

GL Account	Debit	Credit	Proof
11-22-00-53510	293.84	.00	293.84
11-22-00-53990	34.97	.00	34.97
11-22-00-55000	779.77	.00	779.77
11-22-00-58000	21.79	.00	21.79
11-22-00-58100	197.41	.00	197.41
11-29-00-52220	50.36	.00	50.36
11-32-10-52220	624.52	.00	624.52
11-32-10-53320	150.00	.00	150.00
11-32-10-55000	112.81	.00	112.81
11-34-10-52220	329.66	.00	329.66
11-34-10-52230	7,546.12	.00	7,546.12
11-51-10-52220	1,020.01	.00	1,020.01
11-51-10-52400	11.68	.00	11.68
11-52-00-52220	365.92	.00	365.92
11-52-00-59220	33.21	.00	33.21
11-52-01-52220	506.55	.00	506.55
11-52-01-53400	159.00	.00	159.00
40-00-00-21100	324.00	4,522.90-	4,198.90-
40-54-10-46730	8.00	.00	8.00
40-54-10-52220	482.02	.00	482.02
40-55-10-23530	1,000.00	.00	1,000.00
40-55-10-46740	.00	324.00-	324.00-
40-55-30-52220	3,032.88	.00	3,032.88
42-00-00-21100	.00	226.99-	226.99-
42-34-50-46330	5.00	.00	5.00
42-34-50-52500	30.97	.00	30.97
42-34-50-53990	191.02	.00	191.02
48-00-00-21100	.00	81.33-	81.33-
48-00-00-52220	81.33	.00	81.33
62-00-00-21100	.00	28.01-	28.01-
62-00-00-55000	28.01	.00	28.01
99-00-00-21100	7.64	9,998.27-	9,990.63-
99-00-00-52220	731.19	.00	731.19
99-00-00-53320	99.00	.00	99.00
99-00-00-53500	25.27	.00	25.27
99-00-00-54100	2,981.47	.00	2,981.47
99-00-00-54110	2,148.96	7.64-	2,141.32
99-00-00-54120	220.99	.00	220.99
99-00-00-54140	3,669.13	.00	3,669.13
99-00-00-54150	78.44	.00	78.44
99-00-00-55000	43.82	.00	43.82
Grand Totals:	38,559.26	38,559.26-	.00

Dated: 9/15/2020

Mayor: *Charana Klein*

City Council: *[Signature]*

Juan Yenchey

Ken Nowell

City Recorder: _____

Report Criteria:

Report type: Summary
[Report].Check Issue Date = 09/03/2020,09/09/2020
Check.Type = {<>} "Adjustment"
Bank.Bank account = "043230"

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Only unpaid invoices included.
Invoice.Batch = "09162020","09162020A"
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
ADVANCE AUTO PARTS				
719302525286	09/08/2020	WIPERS-CHEVY	48-00-00-52500 CEM EQUIP MAINT/REPAIRS	44.29
Total ADVANCE AUTO PARTS:				44.29
AURORA HEALTH CARE				
906362	08/30/2020	DOT DRUG SCREENS	11-32-10-52050 DRUG AND MEDICAL TESTING	74.00
Total AURORA HEALTH CARE:				74.00
BATZNER PEST CONTROL				
2965637	08/26/2020	PEST CONTROL-AUG	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	125.00
Total BATZNER PEST CONTROL:				125.00
BREEZY HILL NURSERY				
I-238248	08/26/2020	PLANTING MAINT-AUG	42-34-50-52200 PARKING LOT PLANTING/MAINT	221.00
I-238504	08/31/2020	PLANTING MAINT-AUG,SEP	42-34-50-52200 PARKING LOT PLANTING/MAINT	4,717.17
Total BREEZY HILL NURSERY:				4,938.17
CDW GOVERNMENT INC				
ZVZ4823	08/25/2020	COUNCIL TABLET COVERS	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	548.10
Total CDW GOVERNMENT INC:				548.10
CLIFTON LARSON ALLEN LLP				
2602951	08/31/2020	2019 AUDIT-FINAL	11-15-10-52130 INDEPENDENT AUDIT FEES	1,008.00
Total CLIFTON LARSON ALLEN LLP:				1,008.00
COPIES & PRINTS PLUS LLC				
325603	08/03/2020	ZONING CODE BK-COPIES-PC	11-69-30-52180 ZONING CODES	366.08
Total COPIES & PRINTS PLUS LLC:				366.08
DOWN TO EARTH CONTRACTORS INC				
7411	09/01/2020	STORM DRAIN REPAIR	43-32-10-17010 2019/2020 STREET IMP PROGRAM	4,635.00
7412	09/01/2020	STORM DRAIN REPAIR	43-32-10-17010 2019/2020 STREET IMP PROGRAM	3,782.00
Total DOWN TO EARTH CONTRACTORS INC:				8,417.00
DUNN LUMBER				
801870	09/01/2020	NUTS,BOLTS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	7.16
801899	09/01/2020	TP,PEST CONTROL	48-00-00-53500 CEM BLDG MAINT SUPPLIES	29.57
801899	09/01/2020	WIPER BLADES	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	15.99
801953	09/02/2020	CREDIT-TP RETURN	48-00-00-53500 CEM BLDG MAINT SUPPLIES	12.64
802066	09/03/2020	SPLIT RAIL FENCE-WEST/LIB	11-52-00-53520 GROUNDS MAINT SUPPLIES	74.95
802082	09/03/2020	EXTENSION CORD	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	29.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
802087	09/03/2020	TRASH CAN-DONIAN	11-52-00-53520 GROUNDS MAINT SUPPLIES	24.99
802110	09/03/2020	CEDAR FENCE-WEST/LIB	11-52-00-53520 GROUNDS MAINT SUPPLIES	38.97
802127	09/03/2020	NUMBER STICKERS-#56	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	9.82
802348	09/08/2020	GLUE-VAULT REPAIR	11-34-10-52610 STREET LIGHTS REPAIRS	7.49
802404	09/08/2020	PROPANE-FORK LIFT	11-32-10-53410 VEHICLE-FUEL & OIL	80.00
802408	09/08/2020	CREDIT-PROPANE RETURN	11-32-10-53410 VEHICLE-FUEL & OIL	40.00-
802423	09/08/2020	SIDE BOARDS	48-00-00-53990 CEM MISC EXP	35.98
802543	09/09/2020	RE-BAR-LEAF WAGON REPAIR	11-32-14-54300 COMPOSTING OPERATING SUPPLIES	7.59
Total DUNN LUMBER:				309.86
ELKHORN CHEMICAL CO INC				
625311	08/27/2020	HAND SOAP-RESTROOMS	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	1,074.00
625536	09/08/2020	BATH TISSUE	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	635.10
Total ELKHORN CHEMICAL CO INC:				1,709.10
ELKHORN NAPA AUTO PARTS				
202464	08/10/2020	FUEL FILTER	11-52-00-59510 EQUIP MAINT SUPPL-RECREATION	16.19
204317	08/27/2020	MOWER BELT-VETS PARK	11-52-00-52500 EQUIPMENT REPAIR SERVICES	14.29
Total ELKHORN NAPA AUTO PARTS:				30.48
FAIRWYN SB INC				
107 MURRAY	09/08/2020	107 MURRAY DR	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
109 MURRAY	09/08/2020	109 MURRAY DR	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
520 RIDGEVIE	08/26/2020	520 RIDGEVIEW CT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				10,500.00
FIRST SUPPLY LLC				
3024435-00	09/04/2020	ANTI-FREEZE-WOOD BURNER	48-00-00-53500 CEM BLDG MAINT SUPPLIES	456.00
Total FIRST SUPPLY LLC:				456.00
FORD OF LAKE GENEVA				
73434	09/01/2020	DOOR REPAIR-#15	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	804.71
73509	09/03/2020	BRAKE PADS,FILTER-PARKING	42-34-50-53510 VEHICLE/EQUIPMENT MAINT	833.04
Total FORD OF LAKE GENEVA:				1,637.75
GENEVA LAKE ARTS FOUNDATION				
REIMB 9/1/20	09/01/2020	ART IN THE PARK-REIMB	47-70-00-57150 PROMOTIONAL GRANT	6,448.07
REIMB 9/8/20	09/08/2020	REIMB-AITP BANNER	47-70-00-57150 PROMOTIONAL GRANT	142.42
Total GENEVA LAKE ARTS FOUNDATION:				6,590.49
GENEVA LAKE PLUMBING CO				
15922	09/02/2020	LEVER HANDLE FAUCET-INSTA	11-16-10-52400 CITY HALL BUILDING REPAIRS	339.69
Total GENEVA LAKE PLUMBING CO:				339.69
GENEVA ONLINE INC				
1103294	09/01/2020	EMAIL SVC-SEP	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
HE STARK AGENCY INC				
6089PARK-8/2	08/31/2020	COLLECTION FEES-AUG	42-34-50-52160 LUKE CC AND COLLECTION FEES	294.50
Total HE STARK AGENCY INC:				294.50
HEYER TRUE VALUE				
330537	09/03/2020	TRIMMER HEADS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	41.98
Total HEYER TRUE VALUE:				41.98
HUMPHREYS CONTRACTING				
08/20/20	08/20/2020	STORM DRAIN REPAIR	43-32-10-17010 2019/2020 STREET IMP PROGRAM	1,347.98
Total HUMPHREYS CONTRACTING:				1,347.98
ITU ABSORB TECH INC				
7541499	09/03/2020	MAPS,MOPS,FRAGRANCE	40-55-20-53500 BLDG MAINT SUPPLIES-LOWER RIV	95.31
Total ITU ABSORB TECH INC:				95.31
JERRY WILLKOMM INC				
273476	08/25/2020	1550.0 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	3,020.95
Total JERRY WILLKOMM INC:				3,020.95
JOHNS DISPOSAL SERVICE INC				
503637	08/19/2020	2 YD DUMPSTER	48-00-00-53600 CEM MAINT SERVICE EXP	159.00
514603	09/04/2020	SEP SVC	11-36-00-52940 SOLID WASTE-RESIDENTIAL	30,243.60
514603	09/04/2020	SEP SVC	11-36-00-52970 SOLID WASTE-RECYCLING	16,585.20
Total JOHNS DISPOSAL SERVICE INC:				46,987.80
KAESTNER AUTO ELECTRIC CO				
342766	09/02/2020	LIGHT BAR-#56	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	199.00
Total KAESTNER AUTO ELECTRIC CO:				199.00
LAKE GENEVA UTILITY				
324 GALLANT	08/28/2020	324 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
324 GALLANT	08/28/2020	324 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
333 GALLANT	08/20/2020	333 GALLANT DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
333 GALLANT	08/20/2020	333 GALLANT DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
520 RIDGEVIE	08/12/2020	520 RIDGEVIEW CT	45-00-00-24520 WATER IMPACT FEES	1,690.00
520 RIDGEVIE	08/12/2020	520 RIDGEVIEW CT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				10,665.00
LAKEWOOD FILTERS INC				
00121756	08/31/2020	FURNACE FILTERS CHANGED	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	271.50
Total LAKEWOOD FILTERS INC:				271.50
LARRY'S TOWING & RECOVERY				
4947894	09/01/2020	FILTERS,REPAIRS-WRIGHT MO	11-52-00-52500 EQUIPMENT REPAIR SERVICES	179.00
8/31/20	08/31/2020	BLADES-WRIGHT STANDER	11-52-00-52500 EQUIPMENT REPAIR SERVICES	117.36

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LARRY'S TOWING & RECOVERY:				296.36
LASER WORKS UNLIMITED LLC				
1621	08/19/2020	NAME PLATES-ZIMMER,FEURE	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	27.40
Total LASER WORKS UNLIMITED LLC:				27.40
MARED MECHANICAL				
119923	08/28/2020	HVAC REPAIRS	11-16-10-52400 CITY HALL BUILDING REPAIRS	253.00
Total MARED MECHANICAL:				253.00
MIKES AUTO REPAIR INC				
55839	09/08/2020	TIRES-CHEVY 1-TON	48-00-00-53510 CEM VEHICLE MAINT/REPAIR	879.90
55911	09/10/2020	TIRES-RANGER	42-34-50-53510 VEHICLE/EQUIPMENT MAINT	100.01
Total MIKES AUTO REPAIR INC:				979.91
OFFICE DEPOT				
116705615001	08/14/2020	WIPES,HAND SANITIZER,PAPE	11-12-00-53100 MUNICIPAL CT OFFICE SUPPLIES	133.18
117773166001	08/24/2020	3 RING BINDERS-BUDGET	11-15-10-53100 ACCTG OFFICE SUPPLIES	20.16
118147902201	08/19/2020	PENS,FILE FOLDERS	11-15-10-53100 ACCTG OFFICE SUPPLIES	15.81
118147902201	08/19/2020	POST-ITS,ADD MACH PAPER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	15.88
118298882001	08/26/2020	DISINFECT WIPES,HAND SANIT	11-10-00-55000 COVID-19 EXPENDITURES	31.44
118298882001	08/26/2020	TONER-TREASURER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	176.61
118298882001	08/26/2020	TAPE,STAPLES	11-16-10-53100 CITY HALL OFFICE SUPPLIES	18.51
120414632001	08/28/2020	DIVIDER TABS-BUDGET BOOK	11-15-10-53100 ACCTG OFFICE SUPPLIES	117.41
120414632001	08/28/2020	PACKING TAPE	11-16-10-53100 CITY HALL OFFICE SUPPLIES	1.90
Total OFFICE DEPOT:				530.90
OFFICE PRO INC				
0391991-001	09/02/2020	HAND SOAP	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	421.44
0398179-001	09/03/2020	LOCATE PAINT-ST LIGHTING	11-34-10-52610 STREET LIGHTS REPAIRS	180.30
Total OFFICE PRO INC:				601.74
OTTO JACOBS				
122323	08/10/2020	STORM DRN RPR-WRIGLEY/BA	43-32-10-17010 2019/2020 STREET IMP PROGRAM	702.00
Total OTTO JACOBS:				702.00
PFI FASHIONS INC				
4371	08/18/2020	UNIFORM-LAUNCH RAMP	40-52-11-53990 LAUNCH RAMP MISCELLANEOUS	72.15
Total PFI FASHIONS INC:				72.15
POMP'S TIRE SERVICE INC				
60217510	08/24/2020	TIRE REPAIR-JD5085M	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	412.26
Total POMP'S TIRE SERVICE INC:				412.26
PROVEN POWER INC				
02-340272	07/14/2020	WAM MOWER PARTS	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	540.34

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total PROVEN POWER INC:				540.34
RHYME BUSINESS PRODUCTS				
27727546	09/01/2020	TASKALFA 30111-AUG	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	137.89
AR406927	08/31/2020	SHARP-AUG B&W	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	38.10
AR406927	08/31/2020	SHARP-AUG COLOR	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	419.16
Total RHYME BUSINESS PRODUCTS:				595.15
ROBIN'S TRUCKING LLC				
385	09/08/2020	GRAVEL-BASE TRANSPORT	48-00-00-53620 CEM GROUNDS/LANDSCAPING	308.75
Total ROBIN'S TRUCKING LLC:				308.75
ROTE OIL COMPANY				
2024100813	08/28/2020	369.4 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	649.77
2024600214	09/02/2020	295.7 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	443.25
2024600215	09/02/2020	572.9 GALS CLEAR DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	1,036.38
2024800613	09/04/2020	565.8 GALS DYED DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	848.14
Total ROTE OIL COMPANY:				2,977.54
STATE OF WISCONSIN				
523980	08/25/2020	PERMIT OPERATE FEE-ELEVAT	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	100.00
INV-64-246 8/2	08/31/2020	COURT FINES-AUG 2020	11-12-00-24240 COURT FINES-STATE	2,757.14
Total STATE OF WISCONSIN:				2,857.14
T2 SYSTEMS CANADA INC				
IRIS000007558	08/26/2020	BEACH IRIS FEES-SEP	40-54-10-53400 LUKE OPERATING AND CC EXP	234.75
Total T2 SYSTEMS CANADA INC:				234.75
TRIEBOLD OUTDOOR POWER LLC				
IC40575	09/08/2020	PARTS,FILTERS-KUBOTA/VETS	11-52-00-52500 EQUIPMENT REPAIR SERVICES	274.01
Total TRIEBOLD OUTDOOR POWER LLC:				274.01
UNITED LABORATORIES				
INV296498	08/21/2020	WASP SPRAY	11-52-00-53400 PARKS OPERATING SUPPLIES	217.90
Total UNITED LABORATORIES:				217.90
UNITED PUBLIC SAFETY INC				
OL0236620	09/01/2020	AUTO OWNER LOOKUPS-AUG	42-34-50-54500 SUPPORT CONTRACTS	647.50
Total UNITED PUBLIC SAFETY INC:				647.50
VANDEWALLE & ASSOCIATES INC				
202008037	08/19/2020	PLANNING SVCS-COMP PLAN	11-69-30-52160 COMPREHENSIVE PLAN	1,127.50
202008037	08/19/2020	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	2,840.00
202008037	08/19/2020	PLANNING SVCS-AUG	11-69-30-52120 OUTSIDE PROFESSIONAL PLANNING	1,402.50
Total VANDEWALLE & ASSOCIATES INC:				5,370.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WALWORTH COUNTY TREASURER				
INV 64-246 8/2	08/31/2020	COURT FINES-AUG 2020	11-12-00-24200 COURT FINES-COUNTY	595.40
Total WALWORTH COUNTY TREASURER:				595.40
WHITEWATER LIMESTONE				
36471	09/08/2020	GROUND-SHOULDER RPAIRS	11-32-10-53700 ROAD MAINTENANCE SUPPLIES	162.11
36475	09/08/2020	CAPITOL CEMETERY-STONE R	43-32-10-17010 2019/2020 STREET IMP PROGRAM	161.46
Total WHITEWATER LIMESTONE:				323.57
WINDY CITY LINEN				
174968-9	09/04/2020	LINEN-HARDEK WEDDING 9/4/2	40-55-10-46760 UPPER RIVIERA MISC REVENUE	316.00
Total WINDY CITY LINEN:				316.00
WITTE SUPPLY COMPANY				
99761	09/02/2020	TOP SOIL-STONE REHAB	43-32-10-17010 2019/2020 STREET IMP PROGRAM	76.50
99766	09/02/2020	TOP SOIL-STONE REHAB	43-32-10-17010 2019/2020 STREET IMP PROGRAM	76.50
99776	09/02/2020	TOP SOIL-STONE REHAB	43-32-10-17010 2019/2020 STREET IMP PROGRAM	76.50
Total WITTE SUPPLY COMPANY:				229.50
Grand Totals:				119,383.30

Dated: 9/15/2020

Mayor: *Chasen Krueger*

City Council: *[Signature]*

Ken Hov...

Jon Yunker

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "09162020","09162020A"

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

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

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

Agenda Item: 7

Applicant:

Cory Englebert
d.b.a. EPTC LLC.
1500 Avenue of Champions
Lake Geneva

Request: Conditional Use Permit

801 Geneva Parkway
Indoor Commercial Entertainment land use in
the Planned Business Park (PBP)
Tax Key No. ZLGBP00003

Description:

The applicant is submitting a proposal for a Conditional Use Permit (CUP) that will allow for an Indoor Commercial Entertainment land use for the property located at 801 Geneva Pkwy which will allow for Sports Performance Training located in the Planned Business Park (PBP) zoning district Tax Key No. ZLGBP00003.

Project Details from CUP Submittal

The proposed project submittal meets or exceeds all requirements of the Zoning Ordinance.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Conditional Use Permit (CUP):

As part of the consideration of the requested CUP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed Limited CUP;
- Include *findings* required by the Zoning Ordinance for CUPs; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Required Plan Commission Findings on the CUP for Recommendation to the Common Council:

A proposed CUP must be reviewed by the standards, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be all of the following:
- a. In general, the proposed limited conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance,

and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

- b. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed conditional use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 - f. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.
- B. If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be one or more of the following:
- a. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

- d. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- e. The proposed conditional use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Staff Recommendation on the proposed Conditional Use Permit:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

ZLGBP0003

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

801 Geneva Parkway N. Lake Geneva, WI 53147
ZLGBP00003

Name and Address of Current Owner: Phil Johnson

Telephone No. with area code & Email of Current Owner: 262-581-5457

phil@foremost-electric.com

Owner Signature: [Signature]

Name and Address of Applicant:

Cory Englehart (EPTC LLC)
1500 Avenue of Champions Lake Geneva WI 53147

Telephone No. with area code & Email of Applicant:

262-374-2848 Cory@Evolveptc.com

Proposed Conditional Use: Sports Performance Training facility

Zoning District in which land is located: PBP

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

Short statement describing activities to take place on site:

Sports Performance Training for middle school, High School, College, + Professional athletes. Also offer Personal training Services to Adults.

Conditional Use Fee payable upon filing application: \$400.00 [\$100.00 for Application Under Sec. 98-407(3)]

8/6/20
Date

[Signature]
Signature of Applicant

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
CONDITIONAL USE REVIEW AND APPROVAL (Requirements per Section 98-905)**

This form should be used by the Applicant as a guide to submitting a complete application for a conditional use and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

___ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

___ Application form filed with Zoning Administrator: Date: _____ by: _____

___ Application fee of \$ _____ received by Zoning Administrator: Date: _____ by: _____

___ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ by: _____

⇓ *Draft Final Packet (1 Copy to Zoning Administrator)*

Date: _____ by: _____

⇓

___ (a) A map of the proposed conditional use:

- ___ Showing all lands for which the conditional use is proposed;
- ___ Showing all other lands within 300 feet of the boundaries of the subject property;
- ___ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);
- ___ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;
- ___ Map and all its parts are clearly reproducible with a photocopier;
- ___ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;
- ___ All lot dimensions of the subject property provided;
- ___ Graphic scale and north arrow provided.

___ (b) A map, such as the Land Use Plan Map, of the generalized location of the subject property in relation to the City as a whole:

- _____ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;
- _____ (d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.
- _____ (e) Written justification for the proposed conditional use:
 - _____ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (*See below*)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

2. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the City of Lake Geneva Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 98-905(4)(b)1.-5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

IV. FINAL APPLICATION PACKET INFORMATION

____ Receipt of 5 full scale copies in blue/line or black/line of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

____ A digital copy of Final Application Packet shall be emailed to the Building and Zoning Department upon submittal deadline. Date: _____ by: _____

____ Certification of complete Final Application Packet and required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice published on _____ and _____ by: _____

____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)**

This form should be used by the Applicant as a guide to submitting a complete application for a site plan review and by the City to process said application. Part II should be used by the Applicant to submit a complete application; Parts I - III should be used by the City as a guide when processing said application.

I. RECORDATION OF ADMINISTRATIVE PROCEDURES

- _____ Pre-submittal staff meeting scheduled:
 Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- _____ Follow-up pre-submittal staff meetings scheduled for:
 _____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 _____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 _____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
 _____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____
- _____ Application form filed with Zoning Administrator: _____ Date: _____ by: _____
- _____ Application fee of \$ _____ received by Zoning Administrator: _____ Date: _____ by: _____
- _____ Reimbursement of professional consultant costs agreement executed: _____ Date: _____ by: _____

II. APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

- _____ *Initial Packet (5 Copies to Zoning Administrator)* _____ Date: _____ by: _____
- ↓ _____ *Draft Final Packet (1 Copy to Zoning Administrator)* _____ Date: _____ by: _____
- ↓

- _____ (a) **A written description of the intended use describing in reasonable detail the:**
 - _____ Existing zoning district(s) (and proposed zoning district(s) if different);
 - _____ Land use plan map designation(s);
 - _____ Current land uses present on the subject property;
 - _____ Proposed land uses for the subject property (per Section 98-206);
 - _____ Projected number of residents, employees, and daily customers;
 - _____ Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;
 - _____ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

- ___ Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;
- ___ If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";
- ___ Exterior building and fencing materials (Sections 98-718 and 98-720);
- ___ Possible future expansion and related implications for points above;
- ___ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

___ (b) A **Small Location Map** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

___ (c) 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.

_____ (d) A **Detailed Landscaping Plan** of the subject property:

- _____ Scale same as main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing the location of all required buffer yard and landscaping areas
- _____ Showing existing and proposed Landscape Point fencing
- _____ Showing berm options for meeting said requirements
- _____ Demonstrating complete compliance with the requirements of Article VI
- _____ Providing individual plant locations and species, fencing types and heights, and berm heights;

_____ (e) A **Grading and Erosion Control Plan**:

- _____ Same scale as the main plan (> or equal to 1" equals 100')
- _____ Map reduction at 11" x 17"
- _____ Showing existing and proposed grades including retention walls and related devices, and erosion control measures.

_____ (f) **Elevation Drawings** of proposed buildings or remodeling of existing buildings:

- _____ Showing finished exterior treatment;
- _____ With adequate labels provided to clearly depict exterior materials, texture, color and overall appearance;
- _____ Perspective renderings of the proposed project and/or photos of similar structures may be submitted, but not in lieu of adequate drawings showing the actual intended appearance of the buildings.

NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law and shall be subject to all applicable enforcement mechanisms and penalties.

NOTE: Modification of an Approved Site Plan: Any and all variation between development and/or land use activity on the subject property and the approved site plan is a violation of law. An approved site plan shall be revised and approved via the procedures of Subsections 98-908(2) and (4) so as to clearly and completely depict any and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

III.FINAL APPLICATION PACKET INFORMATION

_____ Receipt of 5 full scale copies in blue line or black line of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ Receipt of 20 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

_____ A digital copy of Final Application Packet shall be emailed to the Building and Zoning Department upon submittal deadline. Date: _____ by: _____

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 801 Geneva Parkway Lake Geneva WI 53147
Applicant name Cory Englebert
Applicant email cory@evolveptc.com Phone Number 262-374-2848

Architect/Contractor/Designer Name _____
Architect/Contractor/Designer Email _____ Phone Number _____

Type of Construction: New _____ Addition _____ Remodel X
Type of Development: Single-family _____ Multi-family _____ Commercial X Industrial _____
Type of Business Sports Performance Training

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:

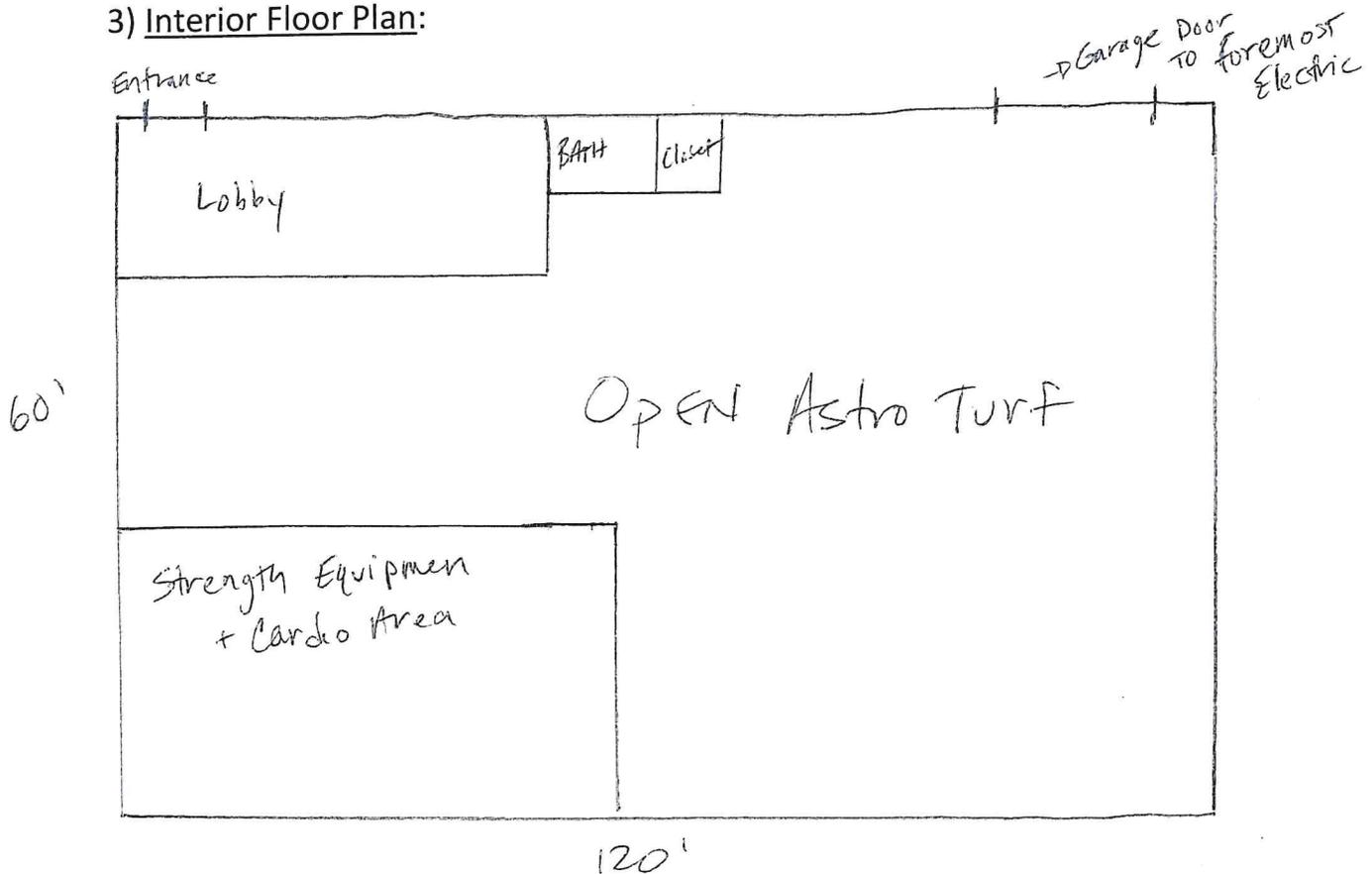
- Number of units _____
- Number of bedrooms in each unit _____
- Water service size requirement _____

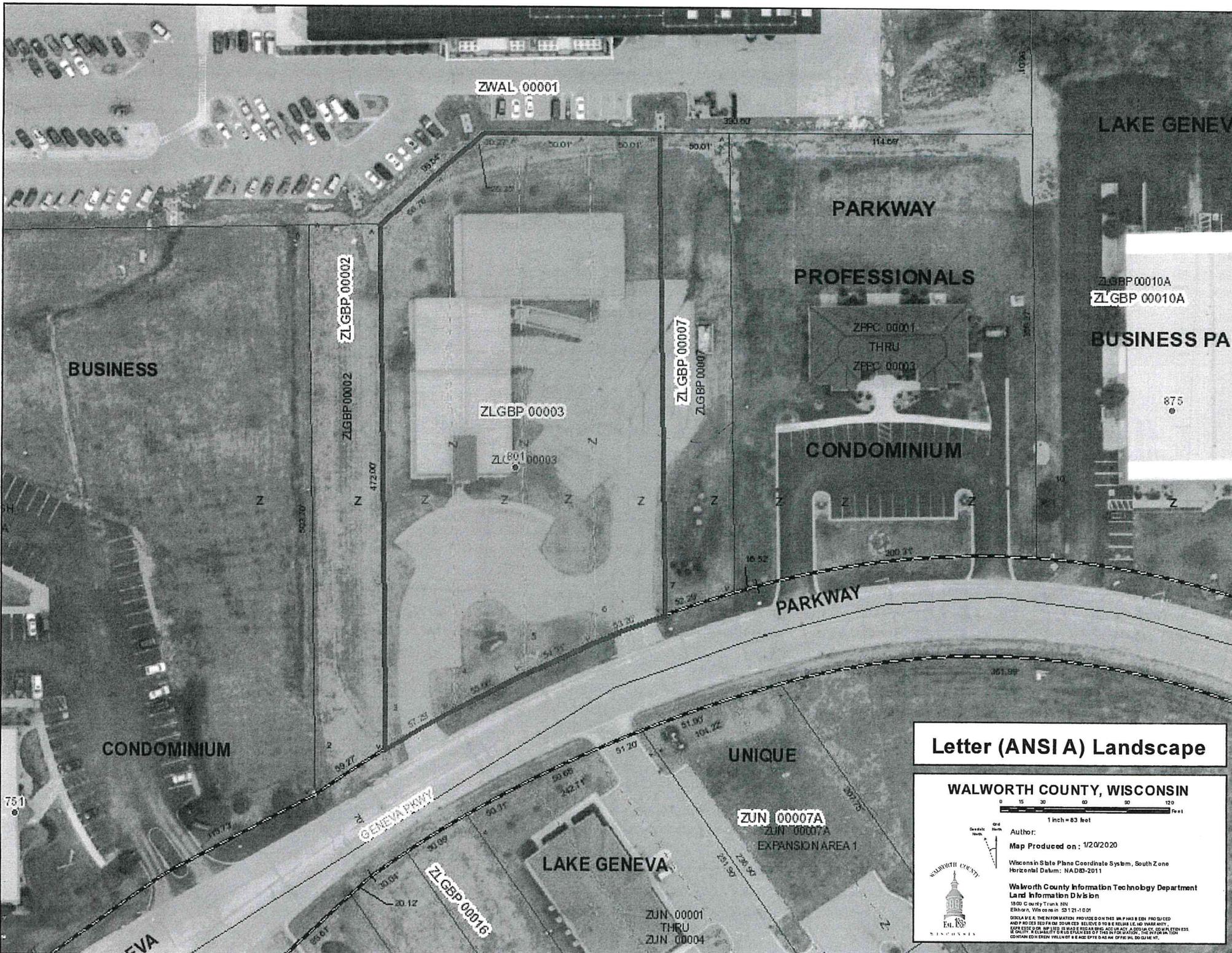


1) Parking Needs: Need 10 parking spots at most since our services are appointment only. A large portion of our clientele are young athletes under age 16 who get dropped off by parents. The Foremost property has plenty of parking for us!

2) Summary of Business Plan: We will provide sports performance training services for middle school, high school, college, and professional athletes. We will also offer personal fitness training to adults. Everything we do is by appointment and is individualized to the athlete/client. Programs are loaded into our App, and athletes will come in at a set time to perform them with our coaches!

3) Interior Floor Plan:





Letter (ANSI A) Landscape

WALWORTH COUNTY, WISCONSIN

0 15 30 60 90 120 Feet
1 inch = 63 feet

Author:
Map Produced on: 1/20/2020

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Landscape Information Division
1800 County Trunk Hwy
Elkhorn, Wisconsin 53121-1001

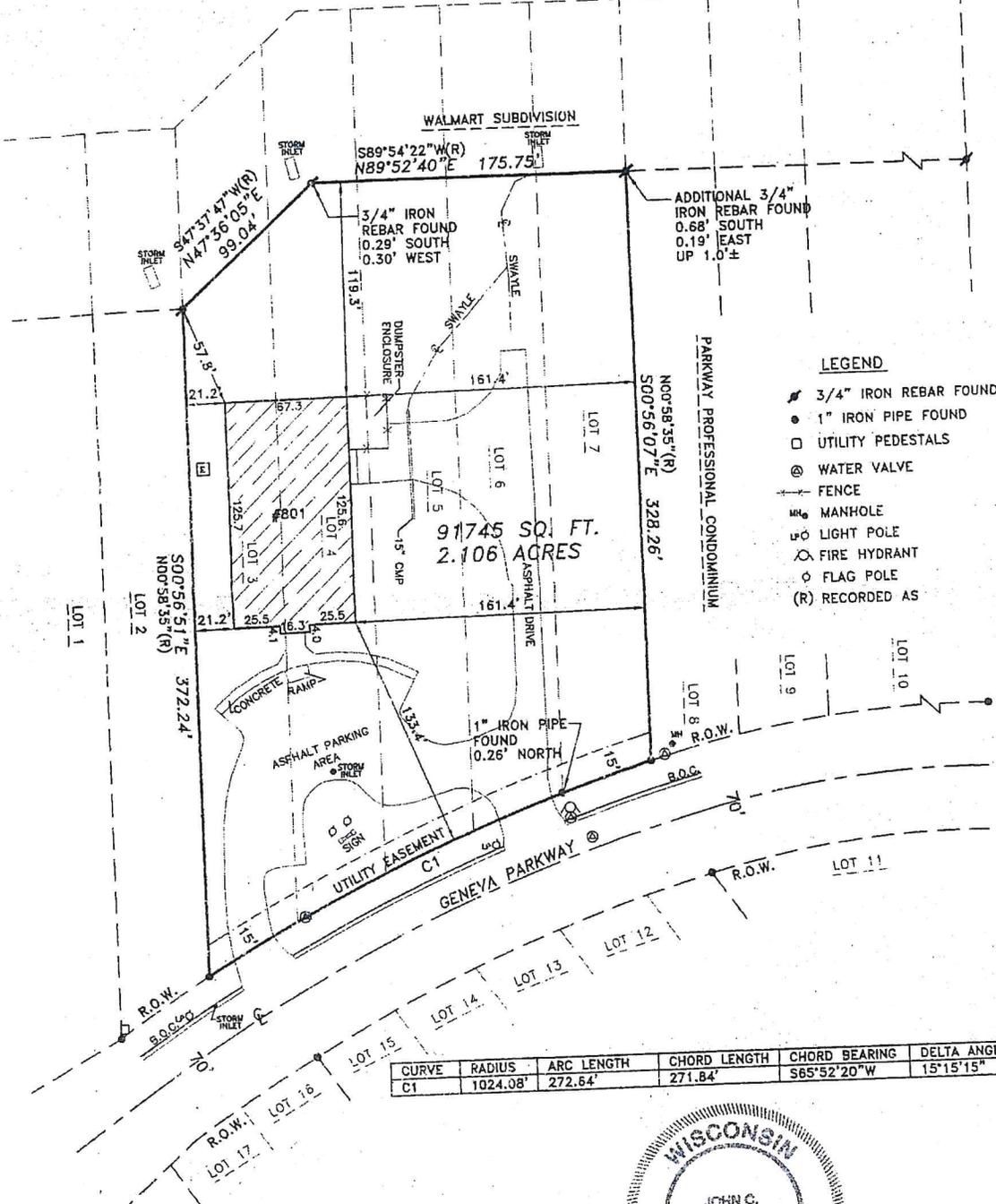
DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP WAS PROVIDED AS IS AND WITHOUT WARRANTY. WALWORTH COUNTY AND ITS EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR QUALITY OF ANY INFORMATION PROVIDED ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY INFORMATION PROVIDED ON THIS MAP. WALWORTH COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.

Plat of Survey

SURVEY FOR: MAREK 801, LLC, a Wisconsin limited liability company
 LOCATION: #801 GENEVA PARKWAY, CITY OF LAKE GENEVA, WALWORTH COUNTY
 DESCRIPTION: SEE SHEET 2 OF 2



SCALE: 1" = 60'



- LEGEND**
- ◆ 3/4" IRON REBAR FOUND
 - 1" IRON PIPE FOUND
 - UTILITY PEDESTALS
 - ⊙ WATER VALVE
 - FENCE
 - MH MANHOLE
 - ⊕ LIGHT POLE
 - ⊗ FIRE HYDRANT
 - ⊙ FLAG POLE
 - (R) RECORDED AS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1024.08'	272.64'	271.84'	S65°52'20"W	15°15'15"

RECEIVED
 AUG - 9 2007
 SMF

SOUTHWEST
 SURVEYING & ASSOCIATES, Inc.
 W 1065 HIGHWAY C1, P.O. BOX K
 PALMYRA, WI 53156
 262-495-4510



SHEET 1 OF 2
 DATE: JANUARY 8, 2007
 JOB NO: M-206146

ZLQBP-3
 21-20-7

007-2536

Plat of Survey

SURVEY FOR: MAREK 801, LLC, a Wisconsin limited liability company
LOCATION: #801 GENEVA PARKWAY, CITY OF LAKE GENEVA, WALWORTH COUNTY
DESCRIPTION:

PARCEL 1:

Lots 3, 4, 5, and 6 in Lake Geneva Business Park, a subdivision located in Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin, according to the plat thereof recorded February 28, 1992 as Document No. 227992. Excepting therefrom land conveyed by deed recorded as Document No. 537141.

PARCEL 2:

A tract of land being a part of Lot 7 Lake Geneva Business Park as per Plat recorded on February 28, 1992 in Cabinet B of Plats, Slide 117, as Document No. 227992, in the Office of the Register of Deeds for Walworth County, Wisconsin, all being in the North half of Section 31, Township 2 North, Range 18 East of the 4th P.M., City of Lake Geneva, Walworth County, Wisconsin, to wit:

Commencing at a found spike at the Northwest corner of said Geneva Business Centre Condominium (formally Lot 1 of Lake Geneva Business Park) also being the Southwest corner of Lot 2 Certified Survey Map 2973, also being in the North line of said Lot 1 also being the South line of said Certified Survey Map N88°54'19"E 563.58 ft. to a found iron rod at the northeast corner of Lot 2 of said Lake Geneva Business Park, thence along the North line of said Lake Geneva Business Park N47°37'47"E 93.11 ft. to a set iron rod, thence N89°54'22"E 130.11 ft. to the Northwest corner of said Lot 7; thence along the West line of said Lot 7 S00°57'08"E 96.01 ft. to a set iron rod at the point of beginning; thence N89°54'22"E 50.01 ft. to a set iron rod in the East line of said Lot 7; thence along said East line S00°57'08"E 328.34 ft. to a set iron rod at the Southeast corner of said Lot 7 also being in the North right-of-way line of Geneva Parkway; thence along the South line of said Lot 7 and said North right-of-way line along a curve deflecting to the left having a radius of 1024.08 ft., an arc length of 52.29 feet, a chord bearing of S72°02'18"W, a chord distance of 52.29 ft. to a set iron rod at the Southeast corner of said Lot 7; thence along the West line of said Lot 7 N00°57'08"W 344.38 ft. to the point of beginning.

SUBJECT TO ALL RIGHTS, RESERVATIONS, RESTRICTIVE COVENANTS, AND EASEMENTS RECORDED OR UNRECORDED.

Tax Key No. ZLGBP 00003 and ZLGBP 00007



SOUTHWEST
SURVEYING & ASSOCIATES, Inc.

W 1065 HIGHWAY C1, P.O. BOX K
PALMYRA, WI. 53156
262-495-4910

I, John C. Kannard, State of Wisconsin, do hereby certify that I have surveyed the above described (property) and the above map is a true and correct representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee title thereto within one (1) year hereof.

THIS IS A JOHN C. KANNARD AUTHORIZED
PRINT ONLY IF SIGNATURE APPEARS IN
RED INK ON BLACK LINE PRINT.

John C. Kannard
JOHN C. KANNARD, Registered Land Surveyor

SHEET 2 OF 2
DATE: JANUARY 8, 2007
JOB NO: M-206146

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

Agenda Item: 9

Applicant:

Thomas Keefe
d.b.a. Northern Waters LLC.
752 Geneva Parkway
Lake Geneva

Request:

816 Wisconsin St.
General Development Plan
Bed & Breakfast in the Neighborhood
Business (NB)
Tax Key No. ZOP00164

Description:

The applicant is submitting a proposal for a General Development Plan (CUP) that will allow for a Bed & Breakfast land use for the property located at 816 Wisconsin St., located in the Neighborhood Business (NB) zoning district.

Project Details from CUP Submittal

The proposed project submittal will need exceptions of the Zoning Ordinance.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed General Development Plan (GDP):

As part of the consideration of the requested GDP, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed GDP;
- Include *findings* required by the Zoning Ordinance for GDP's; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Required Plan Commission Findings on the GDP for Recommendation to the Common Council:

A proposed GDP 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 GDP use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

- b. Specific to this site, the proposed GDP use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed GDP use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed GDP use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
 - e. The proposed GDP use is located in an area that will be adequately served by, and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property.
 - f. The potential public benefits of the proposed GDP use outweigh all potential adverse impacts of the proposed GDP 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 GDP use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - b. Specific to this site, the proposed GDP use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 - c. The proposed GDP use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.
 - d. The proposed GDP use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

- e. The proposed GDP use is not located in an area that will be adequately served by, and will impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property.
- f. The potential public benefits of the proposed GDP use do not outweigh all potential adverse impacts of the proposed GDP 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 General Development Plan:

1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above.

APPLICATION FOR GENERAL DEVELOPMENT PLAN OR AMENDMENT

City of Lake Geneva

Site Address/Parcel No. and full Legal Description required (attach separate sheet if necessary):

816 WISCONSIN ST LG. WI 53147
ZDP 00164 LOTS 3 BLOCK 17, ORIG PLAT, CITY OF L.G.

Name and Address of Current Owner: NEWPORT PROP LLC (HAROLD & CAROL
THEESFELD) 6411 MADELINE LN CALEDONIA WI

Telephone No. with area code & Email of Current Owner: 414-881-0635
ctheesfeld@gmail.com

+ Owner Signature: Harold Theesfeld  07/06/2020 01:51 PM CDT

Carol Theesfeld  07/06/2020 01:52 PM CDT

Name and Address of Applicant:

NORTHERN WATERS LLC (THOMAS KEEFE ET AL)
751 GENEVA PKWY LG. WI 53147

Telephone No. with area code & Email of Applicant: 262.248.4492
gdunkani@keefe-realestate.com

Proposed Use: NEIGHBORHOOD BUSINESS

BED & BREAKFAST CONDITIONAL USE GRANT,
SURFACE AREA RATION OVERAGE

Zoning District in which land is located: NEIGHBORHOOD BUSINESS

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

MCCORMACK & ETTEN, KEN ETTEN
CARDINAL ENGINEERING, RYAN CARDINAL

Short statement describing activities to take place on site:

OPERATE BED/BREAKFAST IN A CURRENT
MULTI TENANT BLDG @ 816 WISCONSIN ST.
PROPERTY IN NEED OF SIGNIFICANT
REMODEL/ MAINTENANCE

GDP fee \$400.00, payable upon filing application

8/26/2020
Date

[Signature]
Signature of Applicant

Thomas Keefe 816 Wisc. Cost Recovery # _____
Petitioner Name Project Address LG WI

OFFICE USE ONLY Description of Request _____

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. The City Administrator at any time may require an applicant to submit an advance deposit of \$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** Surplus deposits shall be returned to the Applicant at the conclusion of the project.

Thomas Keefe FBO, as applicant/petitioner for
Project: Northern Waters LLC
NORTHERN WATERS BED/BREAKFAST
Project Address: 816 WISCONSIN ST LG WI
Parcel No. ZDP 00164
Name: Go Keefe Real Estate
Address: 751 Geneva Pkwy
LG WI 53147

Cell Phone: () - - Phone: (262) - 248 - 4492

Email: gkeefe@keefe realestate.com

Dated this 26th Day of August, 2020

Thomas H. Keefe
Printed Name of Applicant / Petitioner

[Signature]
Signature of Applicant/Petitioner

**APPLICATION SUBMITTAL REQUIREMENTS
PD STEP 3: GENERAL DEVELOPMENT PLAN (GDP)**

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. Provide Zoning Administrator with a draft GDP Submittal Packet for determination of completeness prior to placing the proposed PD on the Plan Commission agenda for GDP review. The submittal packet shall contain all of the following items:

(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" x 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 PD including:

- General project themes and images;
- The general mix of dwelling unit types and/or land uses;
- Approximate residential densities and non-residential intensities as described by dwelling units per acre, floor area ratio and impervious surface area ratio;
- The general treatment of natural features;
- The general relationship to nearby properties and public streets;
- The general relationship of the project to the Master Plan;
- A statement of Rationale as to why PD zoning is proposed. This shall identify barriers that the Applicant perceives in the form of requirements of standard zoning districts and opportunities for community betterment the Applicant suggests are available through the proposed PD zoning.

- _____ A complete list of zoning standards which will not be met by the proposed PD and the location(s) in which they apply and a complete list of zoning standards which will be more than met by the proposed PD 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.
- _____ A written description of potentially requested exemption from the requirements of the underlying zoning district, in the following order:
 1. Land Use Exemptions;
 2. Density and Intensity Exemptions;
 3. Bulk Exemptions;
 4. Landscaping Exceptions;
 5. Parking and Loading Requirements Exceptions.

✓ (4) **A General Development Plan Drawing** at a minimum scale of 1"=100' (11" x 17" reduction shall also be provided by Applicant) of the proposed project showing at least the following information in sufficient detail to make an evaluation against criteria for approval:

- ✓ _____ A conceptual plan drawing (at 11" x 17") of the general land use layout and the general location of major public streets and/or private drives. The Applicant may submit copies of a larger version of the plan in addition to the 11" x 17" reduction;
- ✓ _____ Location of recreational and open space areas and facilities and 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 approximate areas of large 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 provided in (3), above to specific areas on the GDP Drawing.

✓ _____ (5) **General conceptual landscaping plan** for subject property, noting approximate locations of foundation, street, yard and paving, landscaping, and the compliance of development with all landscaping requirements of this Ordinance (except as noted in the listing of exceptions) and the use of extra landscaping and bufferyards;

_____ (6) **A general signage plan** for the project, including all:

- _____ Project identification signs;
- _____ Concepts for public fixtures and signs (street light fixtures and/or poles or street sign faces and/or poles) which are proposed to vary from City standards or common practices;

_____ (7) **Written justification** for the proposed Planned Development. *(See Section 98-905 for requirements of the conditional use procedure.)*

**FINAL APPLICATION PACKET INFORMATION
PD STEP 3: GENERAL DEVELOPMENT PLAN (GDP)**

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/GDP 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 816 Wisconsin
Applicant name Thomas H. Keefe
Applicant email johnham@keefeval Phone Number 262.248.4492
estate.com
Architect/Contractor/Designer Name Ken Ellen, McCormick & Ellen
Architect/Contractor/Designer Email _____ Phone Number _____

Type of Construction: New _____ Addition _____ Remodel
Type of Development: Single-family _____ Multi-family _____ Commercial Industrial _____
Type of Business Bed & Breakfast

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 TBD
- Estimated daily water usage in gallons per day _____
- Estimated maximum water flow in gallons per minute _____
- Number of bathrooms 5
- 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 FRONT 5 BACK 3
- Water service size requirement _____

August 24, 2020

II Application Submittal

Written Description of the General Development describing the activities, buildings and structures

The applicant would like to operate a Bed and Breakfast at the property located at 816 Wisconsin Street in Lake Geneva, WI. Northern Waters, LLC, currently has an Offer to Purchase the land and buildings located on Wisconsin Street subject to approval of the General Development Plan for this location.

The land has 2 buildings at this time, both currently operated as multi-family rentals. The front home has both an upper and lower rental, and the rear building is also used as a current rental. The applicant would operate the entire property as a bed and breakfast, subject to all limitations of the current City of Lake Geneva Code and State Administrative Rules and Regulations. The applicant has requested the General Development Plan as the surface area ratio of the property will be exceeded based upon the number of parking stall which are needed for the bedroom count of the existing structure(s). However, we note that the parking already exists on the lot, it is currently gravel as opposed to the asphalt structure which we intend to use in the redevelopment.

Should the applicant receive approval for the General Development Plan, our architects, engineer and contractor would submit full plans for a restoration of the structure in excess of the current purchase price.

Site Plan

Attached herewith is a copy of the most recent survey for the property. Buyer does not ask for addition to the current site plan, and will exist within the building layouts as currently described on the survey. In fact, in order to accomplish the necessary parking, we will need to remove a portion of an old lean to porch in the rear structure which is currently in need of restoration/extensive repair.

Proposed General Development Plan

The current zoning for the land is Neighborhood Business, and Bed and Breakfast use is a conditional use within that district. Within 3 to 4 blocks of this location, there are 3 bed and breakfast locations further into local residential neighborhoods (Madison, Dodge and Center Street). Additionally, there are a number of Commercial Indoor Lodging uses which are operated as AirBnb style properties which are also within that same 3 to 4 blocks. They exist on Geneva St, Center St, Wisconsin St and Cook St.

The proximity to commercial zoning (contiguous and or north of 3 of the 4 sides) makes this use in conjunction with the current neighboring properties. The neighborhood has a high incidence of absentee owners/multi unit properties which will most likely benefit from this proposed use due to the large investment to be made.

III Justification

Comprehensive Plan Justification

I, II, III and IV

The General Development Plan use is in keeping with the desire to keep the neighborhood residential. Within that residential classification is the allowance for properties to be used as long term or short term rentals based upon approval of both the Plan Commission and the City Council.

The property is bordered by the east with Horticultural Hall, a historic venue operated by an Independent Board of Directors. Horticultural Hall is one of the most booked locations in Lake Geneva for weddings and special events. We believe the property's contiguous location would lend itself to our desired conditional use, being used as a family staging location for those special events.

The property is also bordered on the south and the north (albeit across the street) by Central Business District zoning. This may help to explain why no one has made the necessary investment to bring the property up to current standards as many renters do not choose to live full time directly surrounded by commercial business uses.

Removing the multi-family rental stock in Lake Geneva is not ideal. However, this home would require substantial upgrades to bring it up to par with other rentals within the area, and the costs would be prohibitive thereby making the finished rental prices also quite prohibitive. Based upon an approximate \$400,000 budget to completely renovate the 4000+ SF, the rents necessary to carry the assumed debt load would be in excess of \$2250/Unit and would not be considered affordable housing stock.

To approve the General Development Plan will allow the potential buyers to invest heavily in the property and expect that the Bed and Breakfast use will bring in sufficient cash flow to carry the debt level necessary for the purchase and renovations. Additionally, such a large investment will induce other neighboring properties to consider improvements which may also have gone unattended.

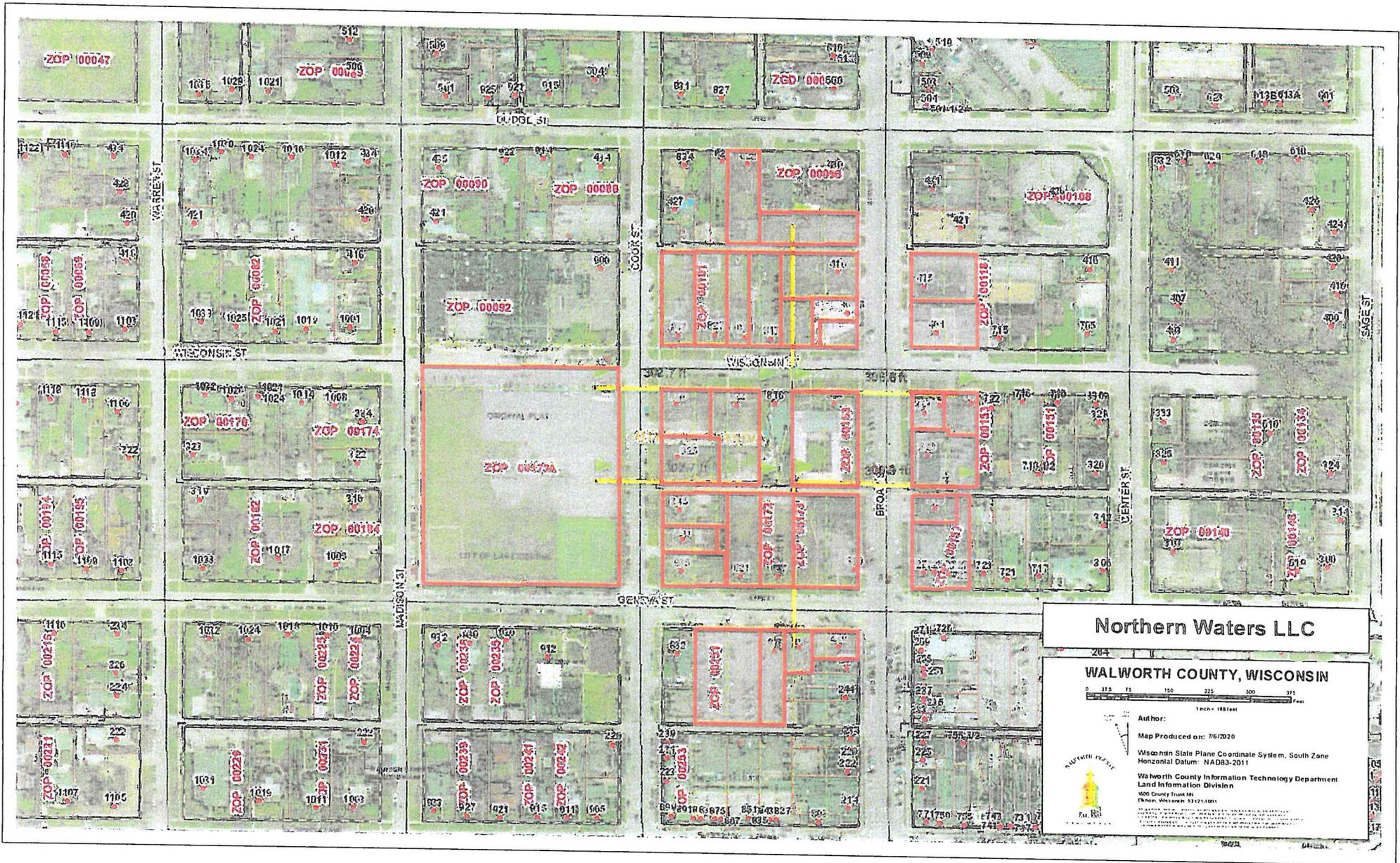
The entire block is largely populated with both Multi Unit residential (both of the buildings to the west are currently multi-use) and the remainder of the block is either owner occupied (both residential homes across the street are occupied as primary or second homes) or utilized as a rental by owners whose tax bills go to out of City locations.

The General Development Plans requirement of Conditional Use Approval of Bed and Breakfast does not have an adverse impact on the neighborhood. Where Bed and Breakfast locations have occurred in the City of Lake Geneva, the neighborhoods have not been adversely impacted in real estate valuations. There is not a general record of increased calls to City Departments because of the properly licensed establishments. Also, the State will require that they conform to all guidelines, rules and regulations of the proper State licensing authorities.

The General Development Plan and its required Conditional Use allows for the property to continue its residential zoning nature while keeping the current Neighborhood Business zoning classification. The Surface Area ratio coverage violation does not significantly change what is already existing on the property in the way of parking.

The GDP and Conditional Use approval will not put undue burden on the land nor the neighborhood. The site plan has been drawn up and is attached which provides all of the necessary off street parking for the property. The owners will comply with all Zoning requirements with the exception of SAR. No additional utilities not currently on site will be needed. The Use should not cause an increase in public agencies serving the property.

The potential benefits to the Use include additional property tax revenues for the City and other taxing authorities due to the purchase and improvements, and the additional room taxes collected to benefit both the City and the local tourism bureaus.



Northern Waters LLC

WALWORTH COUNTY, WISCONSIN

0 75 150 225 300 375
1 inch = 188 feet

Author:
Map Produced on: 7/6/2020

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Land Information Division
400 County Trunk Rd
Elkhart, Wisconsin 53121-1001



GAINES LIVING TRUST
111 W MONROE ST
CHICAGO, IL 60603-0300

SARAH B BROWN TRUST
442 BRIAR PL
LIBERTYVILLE, IL 60048

MICHAEL D SEBASTIAN
KATHLEEN M SEBASTIAN
6 VILLA VERDE DR, APT 209
BUFFALO GROVE, IL 60089

HANNA OLIVIA NELLIGAN
MICHAEL JOHN DURKAN
W3314 LAKE FOREST LN
LAKE GENEVA, WI 53147-4700

MARK C IMMER
JODEEN L IMMER
1423 S ROBERT DR
MT PROSPECT, IL 60056-5600

CHARLENE A KLEIN TRUST
PO BOX 912
LAKE GENEVA, WI 53147

GAINES LIVING TRUST
111 W MONROE ST
CHICAGO, IL 60603-0300

CITIZENS SQUARE LLC
W3567 700 CLUB DR
LAKE GENEVA, WI 53147

CITIZENS SQUARE LLC
W3567 700 CLUB DR
LAKE GENEVA, WI 53147

GAINES LIVING TRUST
111 W MONROE ST
CHICAGO, IL 60603-0300

STAZ INVESTMENTS LLC
PO BOX 1301
LAKE GENEVA, WI 53147-4700

ST FRANCIS BANK
C/O NATIONAL TAX SEARCH LLC
130 S JEFFERSON ST, STE 300
CHICAGO, IL 60661-6100

FIRST CHURCH OF CHRIST SCIENTIST
333 BROAD ST
LAKE GENEVA, WI 53147

FONTANA HOLDINGS LLC
281 KEYES AV
HAMPSHIRE, IL 60140-4000

LEE ENTERPRISES INC
4600 E 53RD ST
DAVENPORT, IA 52807-0700

GENEVA AREA FOUNDATION HORTICULT
330 BROAD ST
LAKE GENEVA, WI 53147

MDNG LLC
5229 S LAKESHORE DR
RACINE, WI 53403

VIRGIL WUTTKE
W3954 BRAY RD
ELKHORN, WI 53121

LESLIE HAGEN
DAVID MCCLENAHAN
1622 RAVINE DR
WINTHROP HARBOR, IL 60096-9600

DAWNA L FAIRBANKS TRUST
315 COOK ST
LAKE GENEVA, WI 53147-4700

BRIAN G YUNKER
311 COOK ST
LAKE GENEVA, WI 53147

BRIAN G YUNKER
311 COOK ST
LAKE GENEVA, WI 53147

TNT LLC
6597 DEERPATH RD
LAKE GENEVA, WI 53147-4700

CHURCH OF THE HOLY COMMUNION
320 BROAD ST
LAKE GENEVA, WI 53147

EPISCOPAL CHURCH
320 BROAD ST
LAKE GENEVA, WI 53147

MAPLE PARK
C/O CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147

KOCOUREK PROPERTY HOLDINGS LLC
PO BOX 126
LAKE GENEVA, WI 53147-4700

STEVENS HAMILTON LLC
W4257 CRESCENT DR
LAKE GENEVA, WI 53147-4700

CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147

CITY OF LAKE GENEVA
626 GENEVA ST
LAKE GENEVA, WI 53147

WISCONSIN STREET LLC
728 WISCONSIN ST
LAKE GENEVA, WI 53147-4700

323 BROAD LLC
PO BOX 901
WILLIAMS BAY, WI 53191-9100

	Property Record Card	 <small>COMPREHENSIVE ASSESSMENT SOFTWARE</small>
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Parcel Number: ZOP 00164	Property Address: 816 WISCONSIN ST	Municipality: Lake Geneva City of
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Owner Name: NEWPORT PROPERTIES LLC 6411 MADELINE LN CALEDONIA WI 53108	Zoning: 2-Commercial	Land Use: Commercial	Date of Inspection
--	--------------------------------	--------------------------------	---------------------------

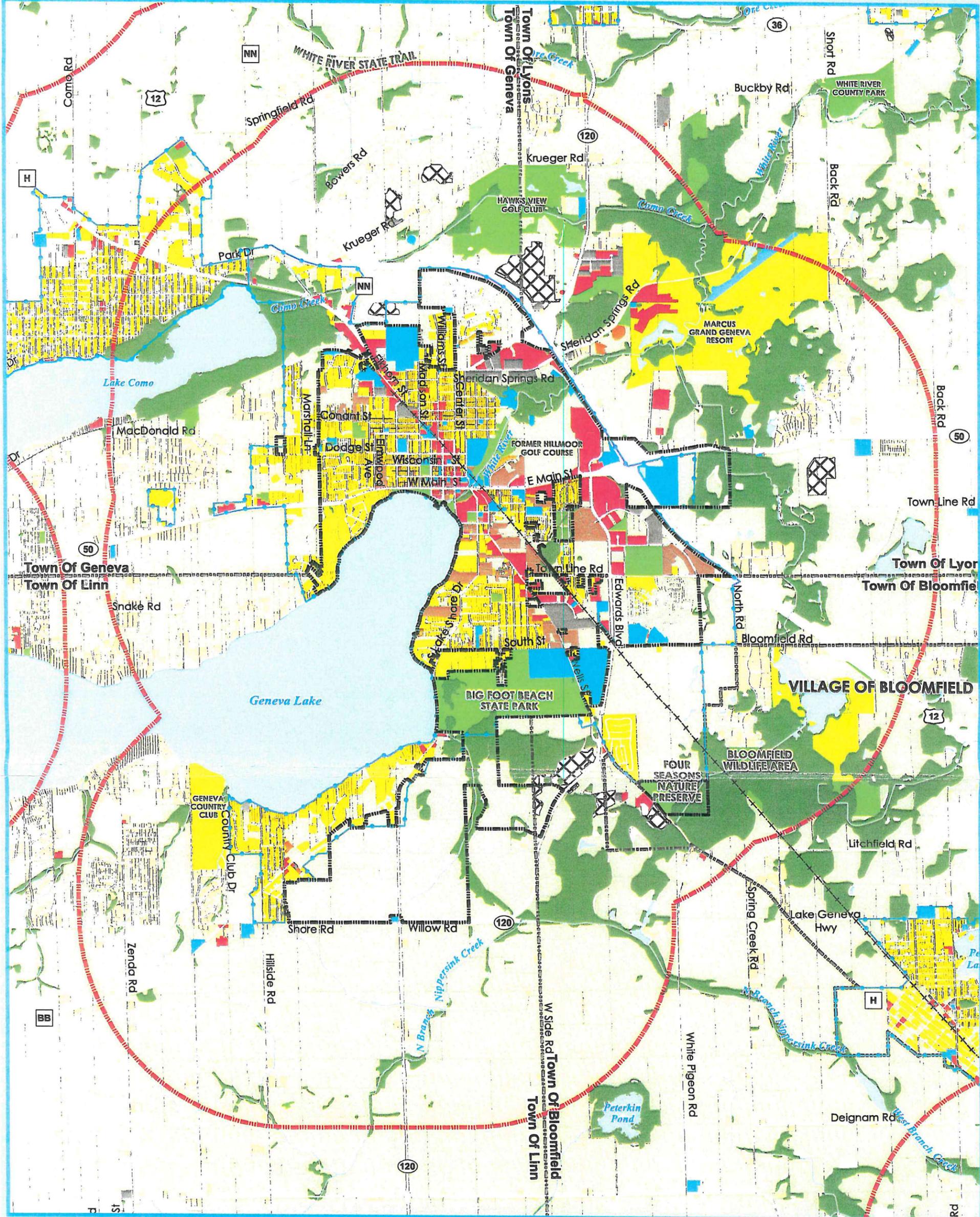
Property Photograph:	Legal Description: LOT 3 BLK 17 ORIGINAL PLAT CITY OF LAKE GENEVA
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Building Description	
Year Built: Building Type/Style: Story: Grade: CDU/Overall Condition: Interior Condition: Kitchen Condition: Bath Condition:	Exterior Wall: Bedrooms: Full Baths: Half Baths: Room Count: Basement Description: Heating: Type of Fuel: Type of System:

Commercial Information		
Business Name: MULTI RES/ Bldg 2 MULTI RES/ Bldg 2 Square Footage: 1132 2917	Occupancy: 352-Apts under 3 Story 352-Apts under 3 Story	Year Built: 1910 1900

Square Footage / Attachments			
			Total Square Footage: 0
<u>Attachment Description(s):</u>		<u>Area:</u>	
<u>Feature Description(s):</u>		<u>Units:</u>	
Other Building Improvements			
<u>Structure Type:</u>	<u>Year Built:</u>	<u>Area:</u>	<u>Condition:</u> NA

Permit / Construction History						
<u>Date of Permit:</u> 2019-04-06	<u>Permit Number:</u> 20190512	<u>Permit Amount:</u> 1400	<u>Details of Permit:</u> 16-Other			
Ownership / Sales History						
<u>Date of Sale:</u> 1900-00-01	<u>Sale Amount:</u> 0	<u>Conveyance Type:</u>				
Land Data & Computations						
<u>Land Class</u>	<u>Total Square Footage:</u>	<u>Total Acreage:</u>	<u>Depth:</u>	<u>Actual Frontage:</u>	<u>Assessed Land Value:</u>	<u>Assessed Improvement</u>
Commercial	10454.4	0.24	0	0	\$108400	\$218200
Total Improvement Value					\$218200	
Total Land Value					\$108400	
Total Assessed Value					\$326600	



Map 4: Existing Land Use - City of Lake Geneva Comprehensive Plan

<ul style="list-style-type: none">  City of Lake Geneva  Other Municipal Boundaries  Urban Service Area Boundary  Extraterritorial Jurisdiction Boundary  Parcels  Surface Water  Abandoned Railroads 	<p>Land Use Categories</p> <ul style="list-style-type: none">  Agricultural, Open Lands, & Vacant  Single Family Residential (Unsewered)  Single Family Residential (Sewered)  Two-Family/Townhouse Residential  Multi-Family Residential  Commercial  Government & Institutional  Airport 	<ul style="list-style-type: none">  Private Recreation Facilities  Public Park & Recreation  Industrial  Extraction  Wetland  Right of Way
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VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

Date: January 8, 2020
Source: SEWRPC, Walworth County LIO, WisDNR, V&A



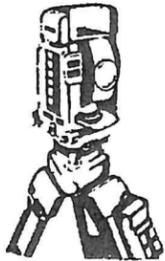
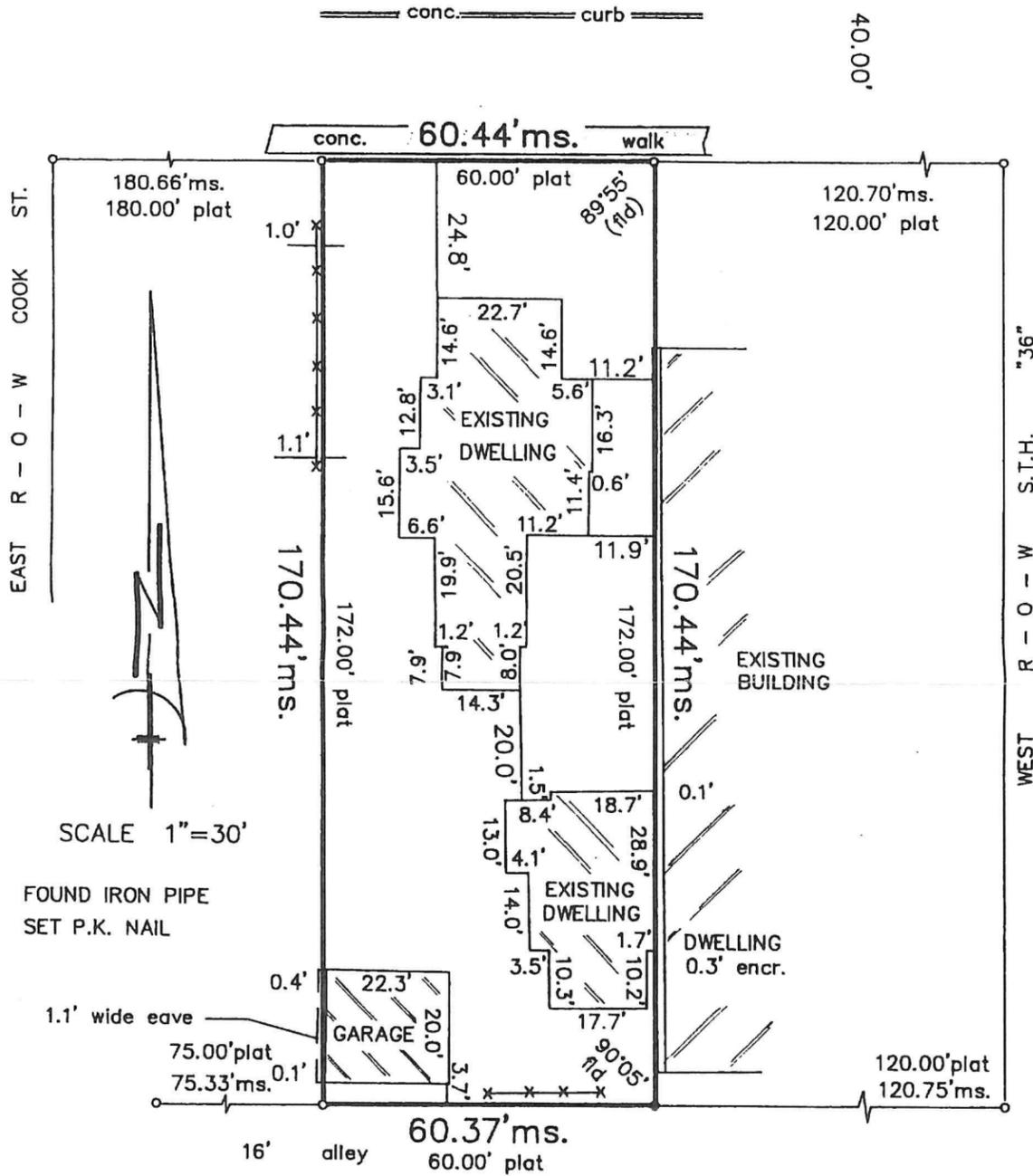


PLAT OF SURVEY
-OF-

LOT 3, BLOCK 17, ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF LAKE GENEVA, being a part of Section 36, Township 2 North, Range 17 East in the City of Lake Geneva, Walworth County, Wisconsin.

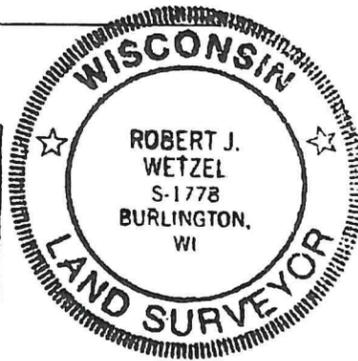
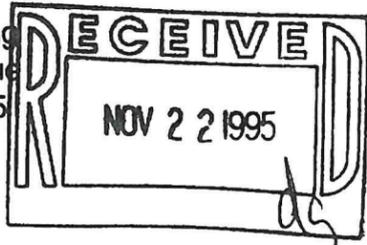
Survey For: Janie Larson Realty
Survey Location: 816 & 816 1/2 Wisconsin Street
Owner: Catherine Jeffers

— WISCONSIN — STREET —



B.W. SURVEYING

Land Surveys
Mapping And Planning
425 Milwaukee Avenue
Burlington, WI 53105
(414) 767-0225



"I hereby certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and encroachments, if any."

"This survey is made for the use of the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto within one year from the date hereof."

THIS IS NOT AN ORIGINAL PRINT
UNLESS THIS SEAL IS RED

Robert J. Wetzel
ROBERT J. WETZEL
REGISTERED LAND SURVEYOR - 1778

10/6/95
DATE

2234
JOB NUMBER

ZOP-164

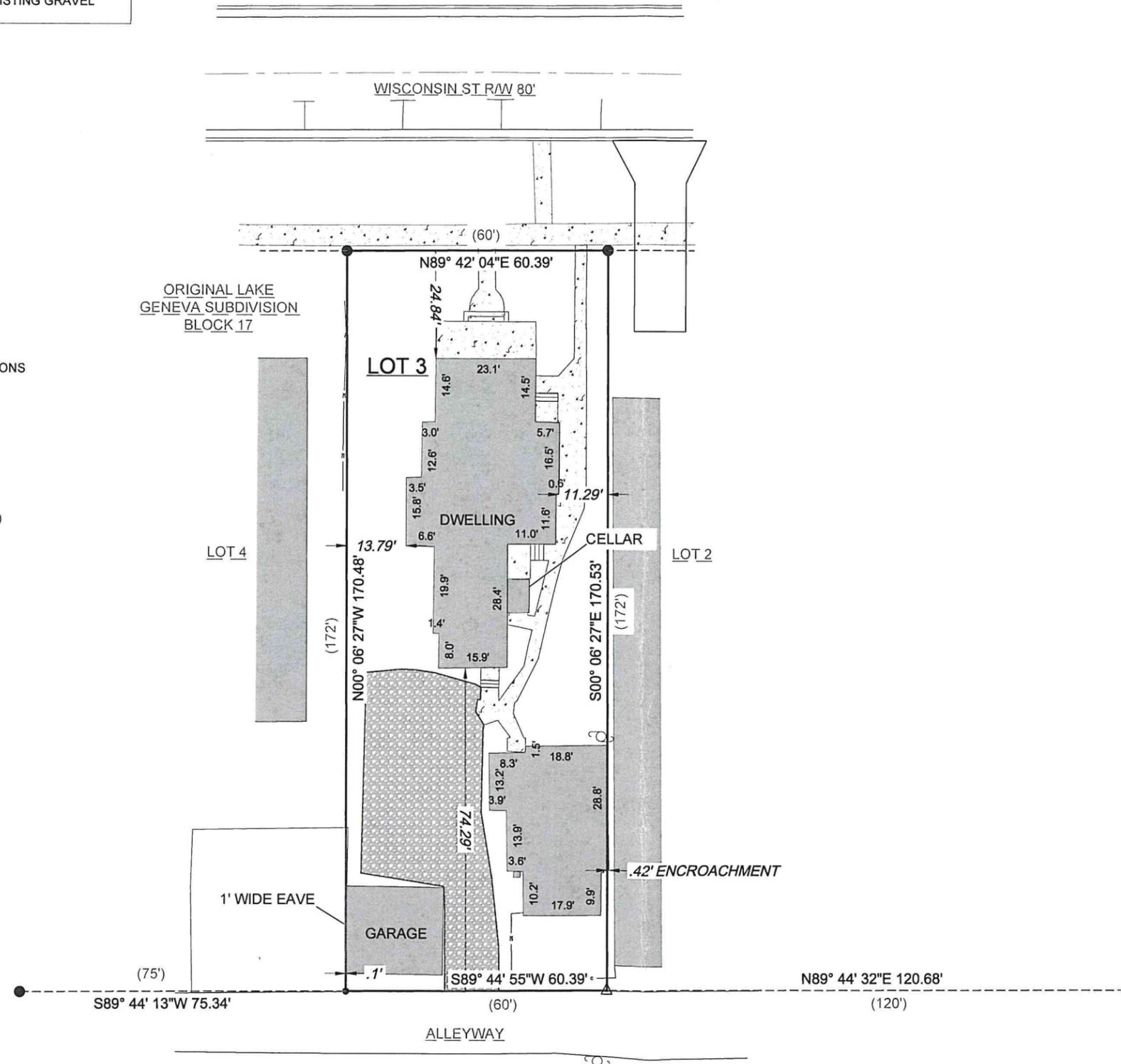
007-1615

PLAT OF SURVEY

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 IN TOWNSHIP 2 NORTH, RANGE 17 EAST, IN THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

LEGEND

●	FOUND 1" IRON PIPE		EXISTING CONCRETE
●	FOUND .5" IRON PIPE		EXISTING ASPHALT
△	SET MAG NAIL		EXISTING BUILDING
(XX)	RECORDED AS		EXISTING GRAVEL
—	FENCE		
⊙	POWER POLE		



EXISTING IMPERVIOUS SURFACE CALCULATIONS

LOT: 10296.28 SF

NORTH STRUCTURE: 1760.87 SF

SOUTH STRUCTURE: 904.14 SF

GARAGE: 453.16 SF

WALKWAYS/PORCHES: 960.36 SF

GRAVEL SURFACE: 1617.93 SF

TOTAL IMPERVIOUS: 4746.46 SF (46% OF LOT)



NOTE:

1. BASIS OF BEARING: THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NAD-83, SOUTH ZONE.
2. FIELD WORK COMPLETED AUGUST 6, 2020
3. BUILDING SURVEYED TO THE EXTERIOR OF SIDING.
4. FIELD CREW CHIEF: ERIK OLDENBURGER

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 IN TOWNSHIP 2 NORTH, RANGE 17 EAST, IN THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

LOT 3 OF BLOCK 17 OF THE ORIGINAL LAKE GENEVA SUBDIVISION AS RECORDED IN DOCUMENT C001S04A AS PER THE WALWORTH COUNTY REGISTER OF DEEDS.

SURVEY ORDERED BY:

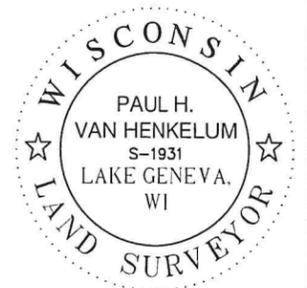
KEEFE REAL ESTATE

PROPERTY ADDRESS:

816 WISCONSIN STREET
LAKE GENEVA WI, 53147

SURVEYOR:

PAUL H. VAN HENKELUM, PLS
CARDINAL ENGINEERING LLC



"I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP IS A TRUE AND CORRECT REPRESENTATION OF ITS EXTERIOR BOUNDARIES AND SHOWS THE SIZE AND LOCATION OF ALL VISIBLE STRUCTURES, APPARENT EASEMENTS AND ENCROACHMENTS, IF ANY."

PAUL H VAN HENKELUM, PLS #1931

DATE



CARDINAL ENGINEERING LLC
DESIGNING IN TRUE DIRECTIONS

PO BOX 281 - 1200 LA SALLE ST.
LAKE GENEVA, WI 53147
262-757-8776
CARDINALENGINEERINGWI.COM

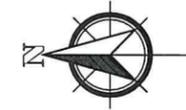
DATE: 08/07/2020 JOB No. 20425
SHEET 1 OF 1

LEGEND
 — FENCE
 Ⓞ POWER POLE

INSTALL SILT FENCE PRIOR TO ANY GROUND DISTURBING ACTIVITIES

ALL EQUIPMENT SHALL STAY ON HARD SURFACES. IF OFFSITE TRACKING OCCURS, IT MUST BE IMMEDIATELY SWEEPED AND PROPERLY DISPOSED OFF. CONSULT WITH ENGINEER AND CITY ZONING OFFICE IF TRACKING PAD WILL BE REQUIRED

RESTORE LAWN AREAS PER LANDSCAPING PLAN



WISCONSIN STREET

EXISTING PUBLIC PARKING STALLS

EXISTING WALKWAY

EXISTING WALKWAY

EXISTING STRUCTURE

EXISTING ADJACENT STRUCTURE

DEMO EXISTING SIDEWALK

SILT FENCE AROUND PERIMETER OF WORK AREA

EXISTING STRUCTURE

DEMO EXISTING PORCH AND FENCE

DEMO EXISTING GRAVEL

EXISTING ALLEY

DEMO GARAGE

EXISTING ADJACENT STRUCTURE

EXISTING ADJACENT PARKING

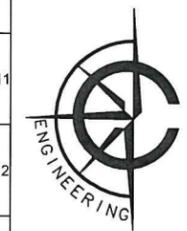
CLIENT



816 WISCONSIN STREET
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WI

SITE DEMO

SCHEMATIC



CARDINAL ENGINEERING LLC
 DESIGNING IN TRUE DIRECTIONS

1200 LASALLE STREET
 LAKE GENEVA, WI 53147
 262-757-8776
 CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE

SCALE 1 IN 20 FT
 PROJECT NUMBER 20425
 DATE 8/7/2020
 PROJECT MGR RYAN CARDINAL, PE
 DRAWN BY RWC
 DESIGNED BY RWC

SHEET NUMBER

1 OF 3

LEGEND

	FENCE
	POWER POLE

IMPERVIOUS SURFACE CALCULATIONS:

EXISTING SITE:

LOT: 10,296.28 SF
 NORTH STRUCTURE: 1,760.87 SF
 SOUTH STRUCTURE: 904.14 SF
 GARAGE: 453.16 SF
 WALKWAYS/PORCHES: 960.36 SF
 GRAVEL SURFACE: 1,617.93 SF

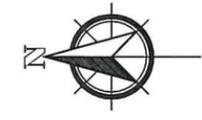
TOTAL IMPERVIOUS: 4,746.46 SF (46% OF LOT)

PROPOSED SITE:

LOT: 10296.28 SF
 NORTH STRUCTURE: 1,760.87 SF
 SOUTH STRUCTURE: 716.89 SF
 WALKWAYS/PORCHES: 843.16 SF
 PROPOSED PARKING AREA: 2,778.34 SF

TOTAL IMPERVIOUS: 6,099.26 SF (59% OF LOT)

MINIMUM LANDSCAPE RATIO PER 98-304: 50%



WISCONSIN STREET

EXISTING PUBLIC PARKING STALLS

EXISTING WALKWAY

EXISTING WALKWAY

EXISTING STRUCTURE

RECONFIGURE STOOP AND STEPS AS NECESSARY

EXISTING STRUCTURE

PROPOSED PARKING

EXISTING ALLEY

EXISTING ADJACENT STRUCTURE

EXISTING ADJACENT STRUCTURE

EXISTING ADJACENT PARKING

PARKING STALL STANDARDS

DIMENSIONS 98-704(6)(j)

90 DEGREE STALLS ORDINANCE PROPOSED

STALL WIDTH:	9'	9'
STALL DEPTH:	18.5'	18.5'
AISLE WIDTH:	26'	21.8'
WALL TO WALL:	44.5'	40.3'

45 DEGREE STALLS

STALL WIDTH:	9'	9'
PARALLEL TO AISLE:	12.7'	12.7'
STALL DEPTH:	18.5'	18.5'
AISLE WIDTH:	12'	16.4'
WALL TO WALL:	29.5'	29.5'

THROAT 98-704(7)(f): 25' 1' & 5'

PAVEMENT SETBACK 98-403 5' 2' & 5'

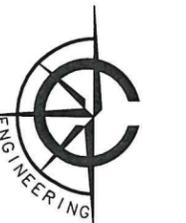
CLIENT



816 WISCONSIN STREET
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WI

SITE LAYOUT

SCHEMATIC



CARDINAL ENGINEERING LLC
 DESIGNING IN TRUE DIRECTIONS

1200 LASALLE STREET
 LAKE GENEVA, WI 53147
 262-757-8776
 CARDINALENGINEERINGWI.COM

NO.	REVISION DESCRIPTION	REV DATE

SCALE	1 IN=20 FT
PROJECT NUMBER	20425
DATE	8/7/2020
PROJECT MGR	RYAN CARDINAL, PE
DRAWN BY	RWC
DESIGNED BY	RWC

SHEET NUMBER

2 OF 3

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:

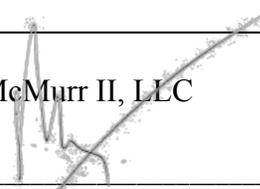
See Narrative.

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 GPD 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;

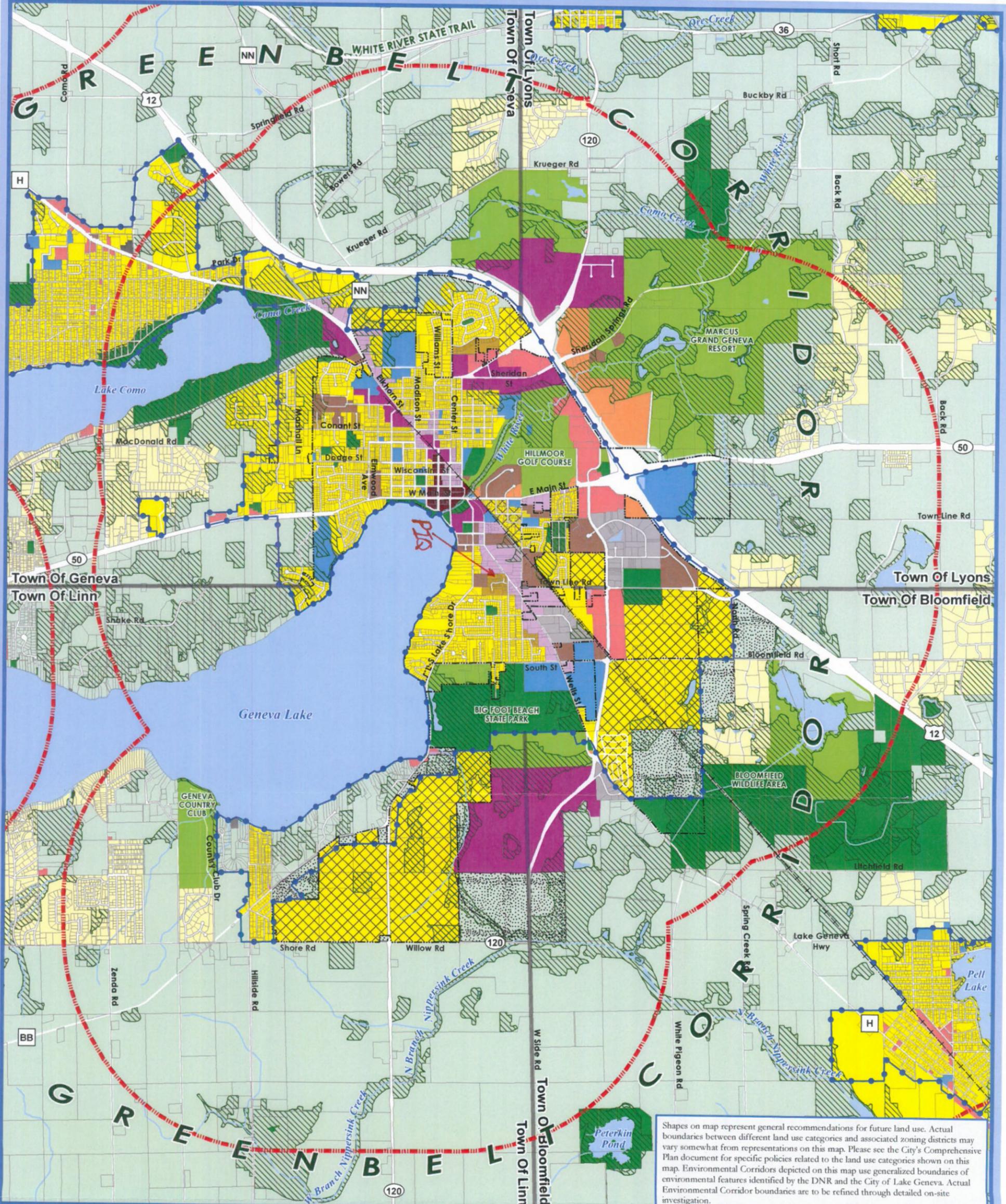
Property Index Number: ZA 75400001

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
	1. Single Family - Urban (predominate land use)		Planned Industrial
	2. Two-Family/Townhouse		General Industrial
	3. Multi-Family Residential		Institutional & Community Services
	4. Institutional & Community Services		Private Recreation Facilities
	5. Neighborhood Mixed Use		Public Park & Recreation
	6. Public Park & Recreation		Environmental Corridor
	Neighborhood Mixed Use		Long Range Exurban Growth Area
	Planned Office		
	Planned Business		City of Lake Geneva
			Township Boundary
			Urban Service Area Boundary
			Extraterritorial Jurisdiction Boundary
			Parcels
			Surface Water
			Abandoned Railroad

0 0.25 0.5 1 Miles

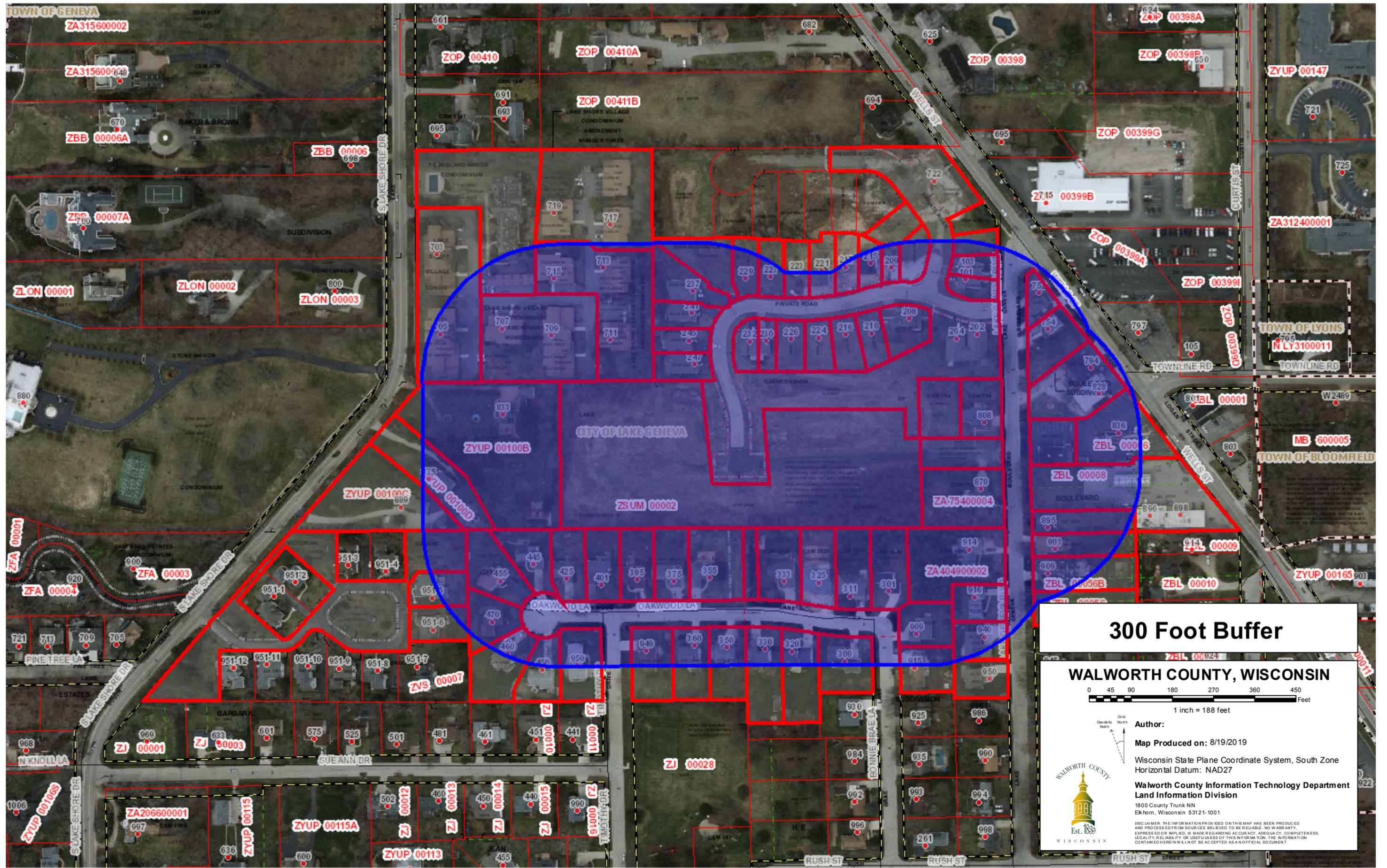
Adopted: October 24, 2014

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

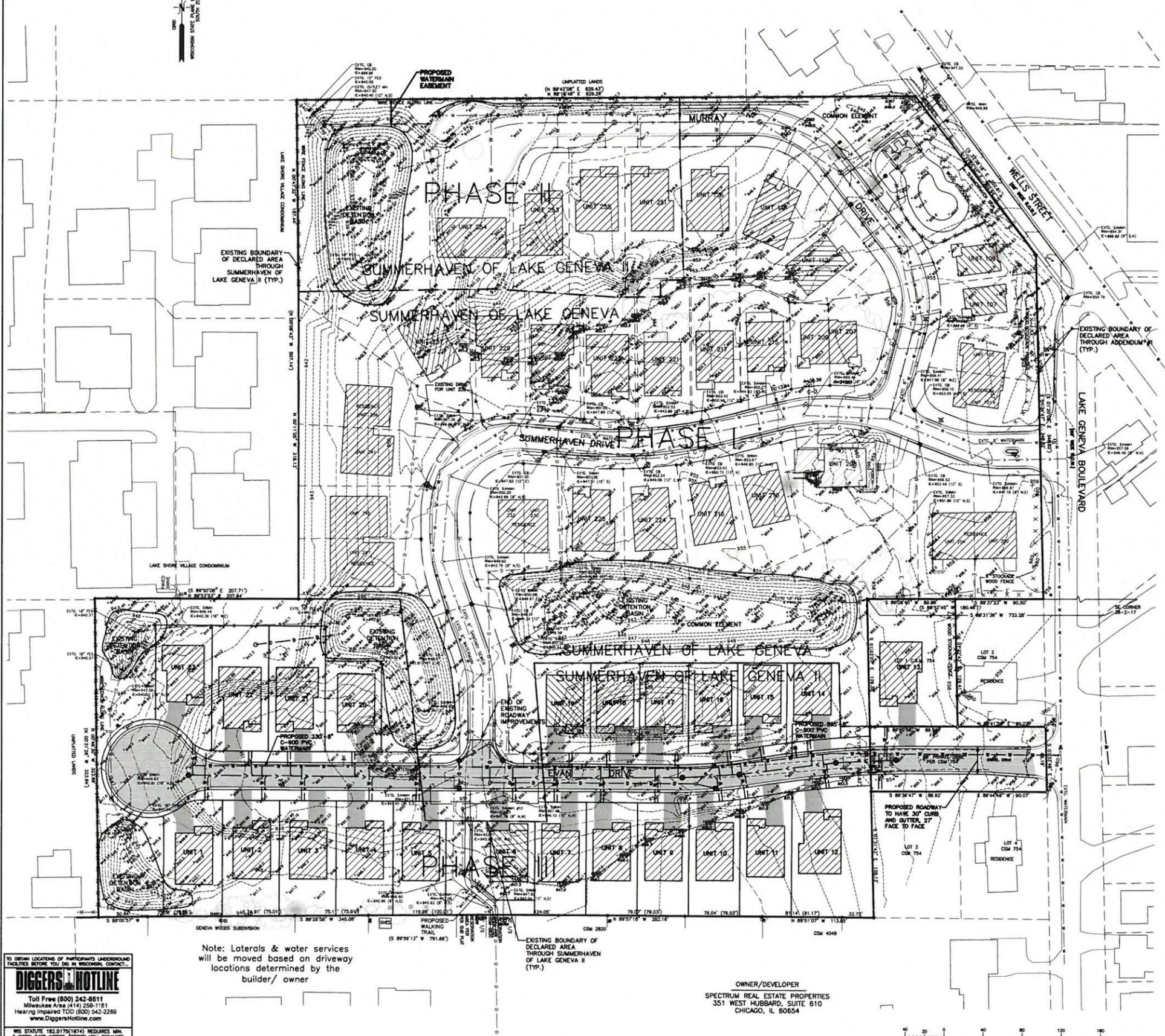
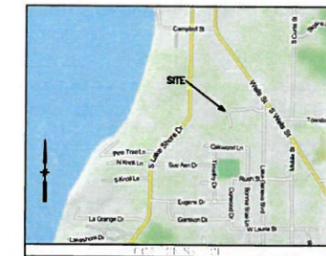
ZYO 00002	MARTIN A HAEGER TRUST	PEGGY A HAEGER TRUST	1209 BEAVER CREEK RD	CHESTERFIELD	MT	63017
ZYO 00003	THERESE M BOYLE		10356 S SAWYER AVE	CHICAGO	IL	60655
ZYO 00004	MARTIN K LAPOINTE	PATRICIA A LAPOINTE	305 ANNE CT	PROSPECT HEIGHTS	IL	60070
ZYO 00005	DANIEL T O'CARROLL	GAIL A O'CARROLL	439 ARLINGTON 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 LAWNDAL	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 01D60 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 01D60 33MIN 48SEC, E 68.14 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF CERTIFIED SURVEY MAP NO. 754; THENCE S 01D60 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 8D60 01MIN 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 8D60 01MIN 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 8D60 29MIN 58SEC, W, 345.08 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID SUBDIVISION, S 8D60 01MIN 07SEC, W, 50.84 FEET; THENCE N 0D00 44MIN 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 8D60 33MIN 53SEC, E, 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 0D00 11MIN 00SEC, W, 218.13 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID CONDOMINIUM, N 0D00 47MIN 32SEC, W, 187.44 FEET TO AN IRON PIPE STAKE FOUND MARKING THE WEST CORNER OF SAID CONDOMINIUM; THENCE ALONG SAID CONDOMINIUM, S 8D60 29MIN 58SEC, E, 629.28 FEET TO A CONCRETE MONUMENT FOUND MARKING A POINT ALONG THE SOUTHWEST RIGHT OF WAY BOUNDARY OF WELLS STREET; THENCE S 01D60 33MIN 48SEC, E, ALONG WELLS STREET, 202.84 FEET TO THE WEST RIGHT OF WAY BOUNDARY OF LAKE GENEVA BOULEVARD; THENCE S 01D60 34MIN 47SEC, E, ALONG SAID BOULEVARD, 348.62 FEET TO THE NORTH LINE OF SAID CERTIFIED SURVEY MAP NO. 754; THENCE CONTINUE ALONG SAID CERTIFIED SURVEY MAP NO. 754, N 8D60 01MIN 07SEC, W, 88 FEET TO THE POINT OF BEGINNING, CONTAINING 827,819 SQUARE FEET (14.41 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 (14.85 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

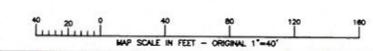
	FOUND IRON PIPE STAKE		FOUND CONCRETE COUNTY MONUMENT
	FOUND IRON REBAR STAKE		RECORDED AS
	SET IRON REBAR STAKE		SANITARY MANHOLE
	SANITARY MANHOLE		DRAINAGE MANHOLE
	CATCH BASIN		WATER VALVE IN BOX
	FIRE HYDRANT		UTILITY POLE
	LIGHT POLE		DECIDUOUS TREE
	CONIFEROUS TREE		TREE LINE
	WOOD STAKE FENCE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

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

WE 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



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

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)

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

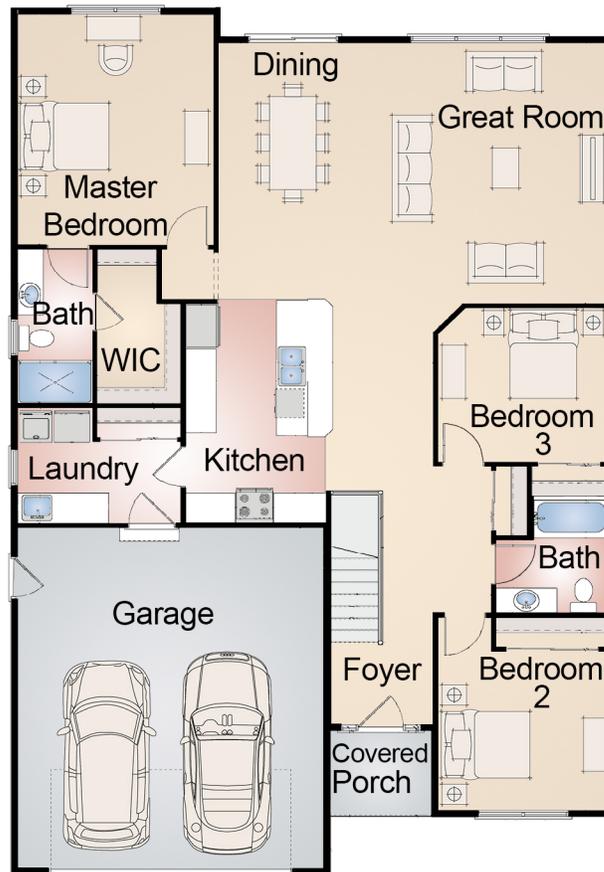


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



Cottage

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

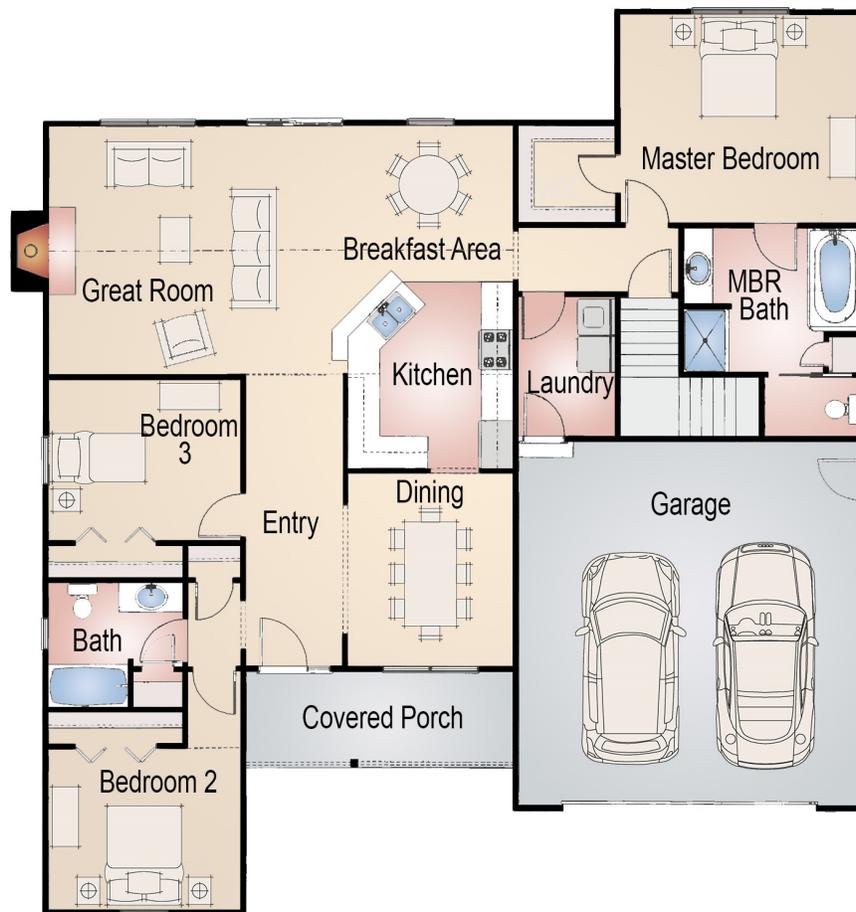


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Email: info@bassobuilders.com
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Glendale

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

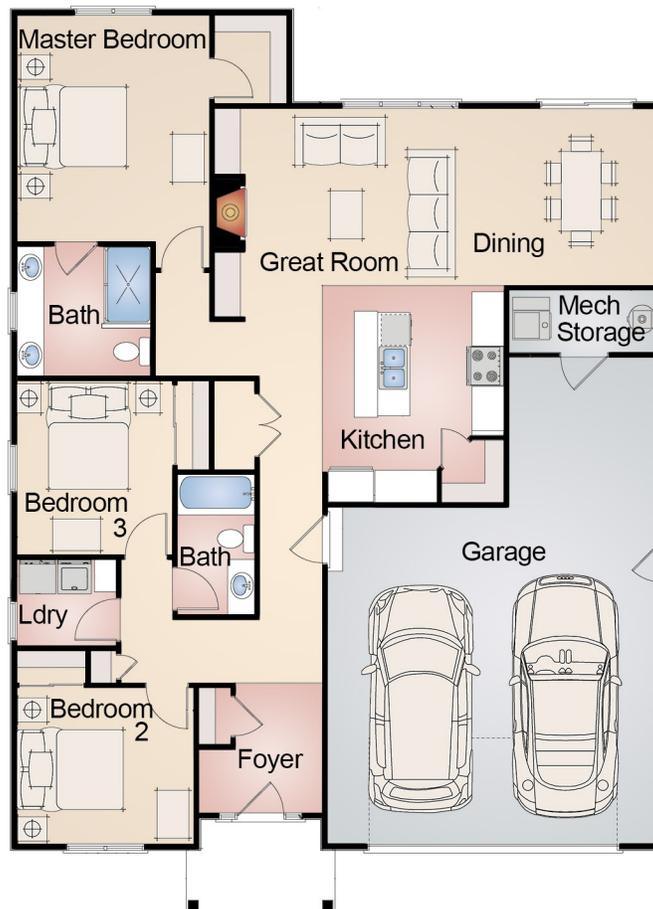


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www.bassobuilders.com



Haven

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

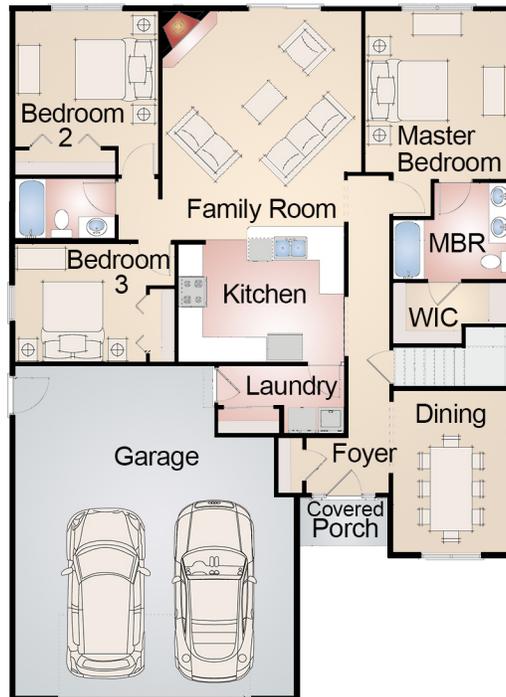


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Pine Ridge

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

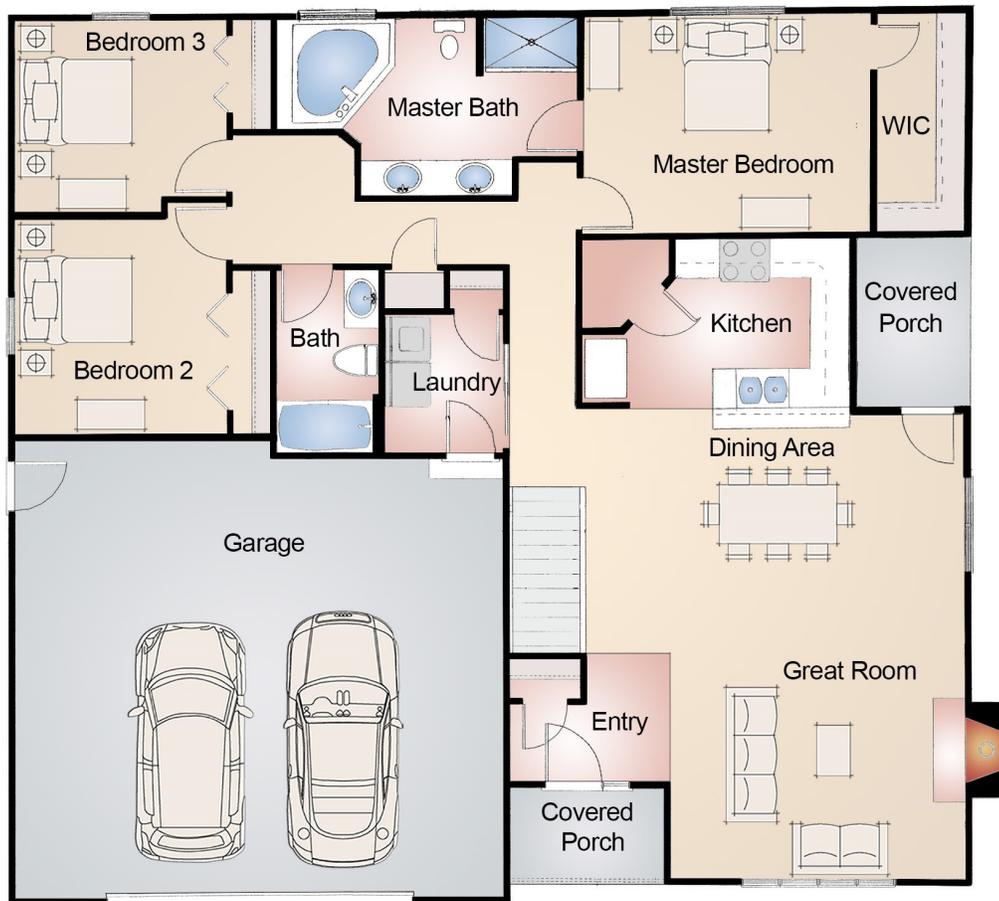


405 Skyline Drive - Lake Geneva, WI 53147
Phone: (262) 248-3378 - Fax: (262) 248-3899
Email: info@bassobuilders.com
www.bassobuilders.com



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.

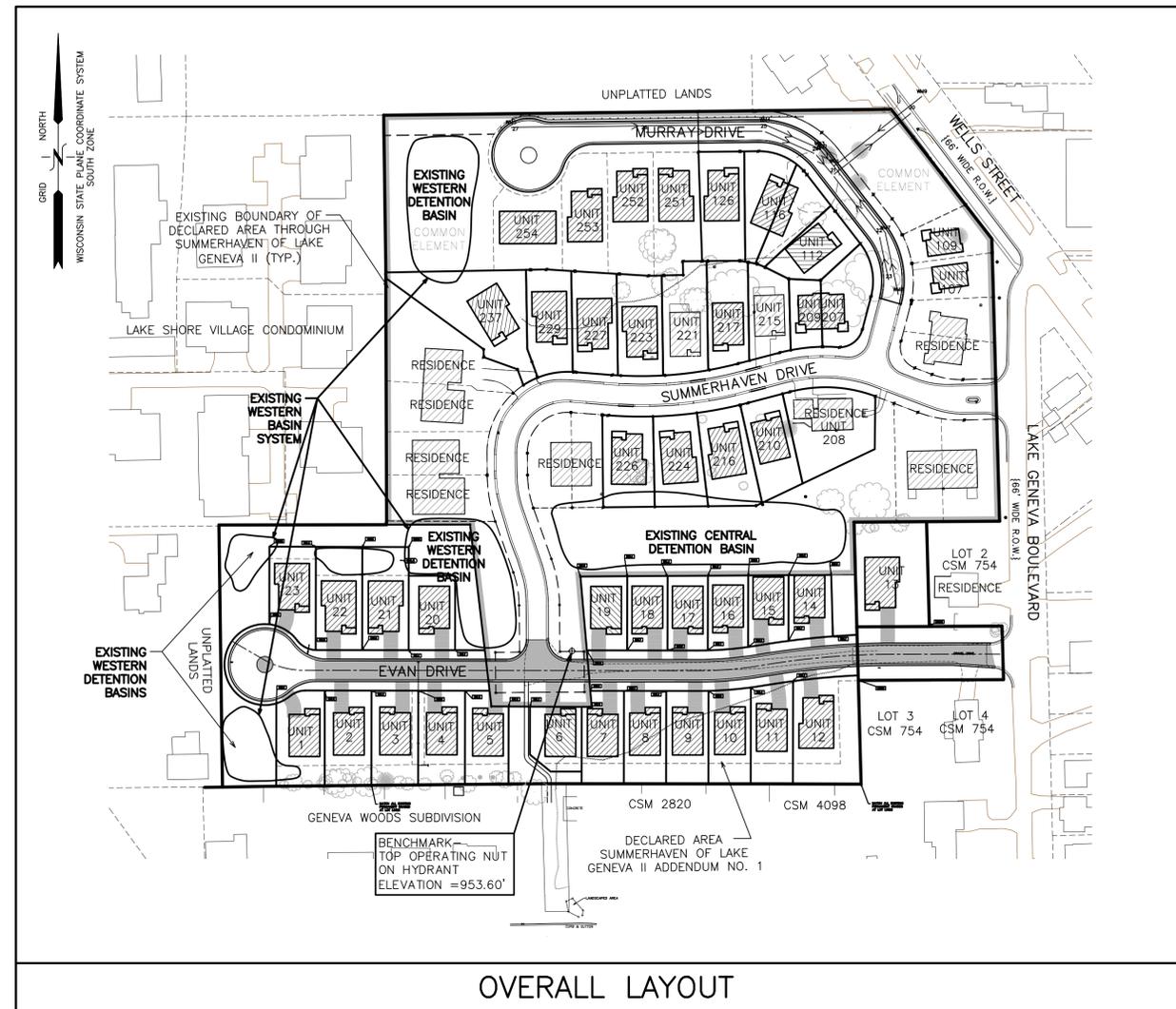
SUMMERHAVEN OF LAKE GENEVA – PHASE 3 FINAL ENGINEERING PIP PLANS

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

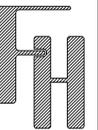
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

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



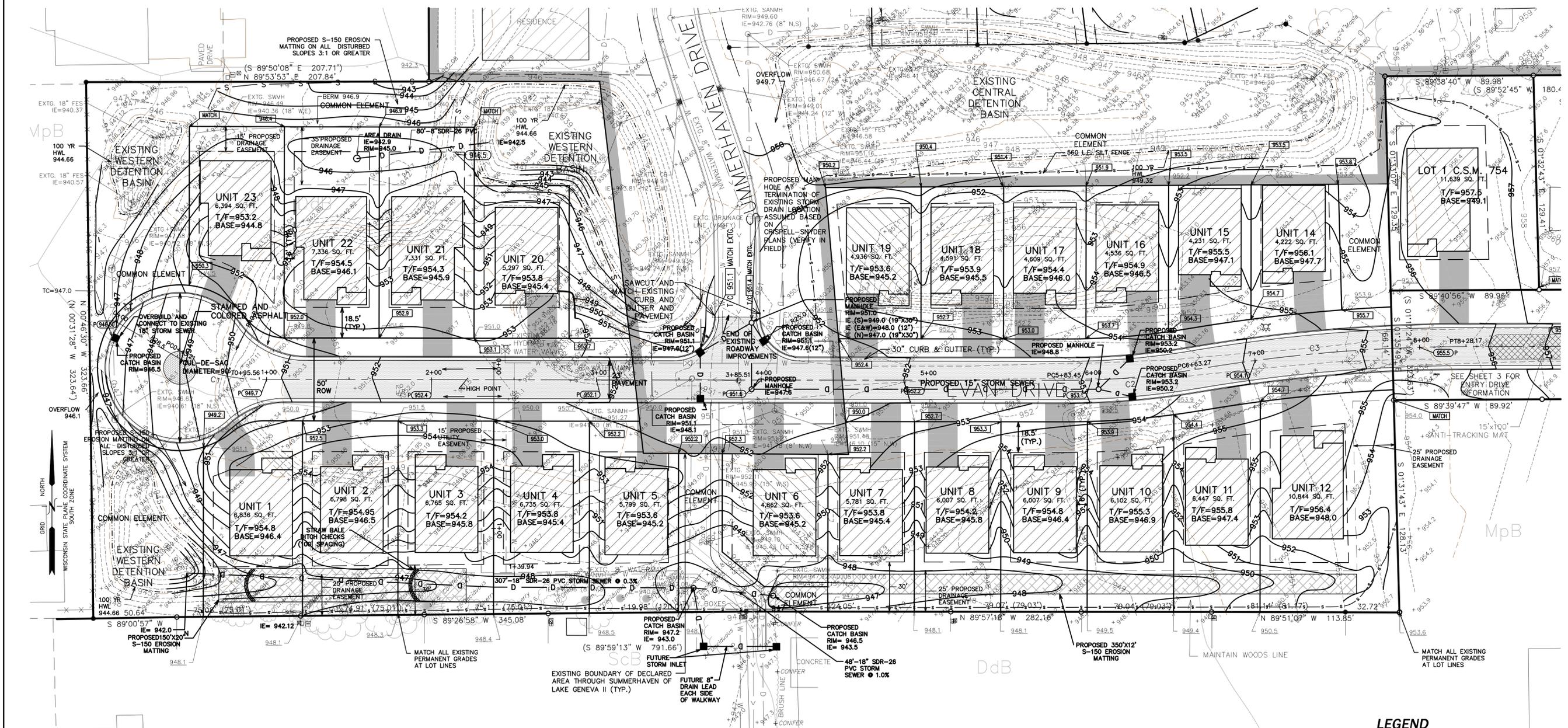
**SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS**
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

**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

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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.

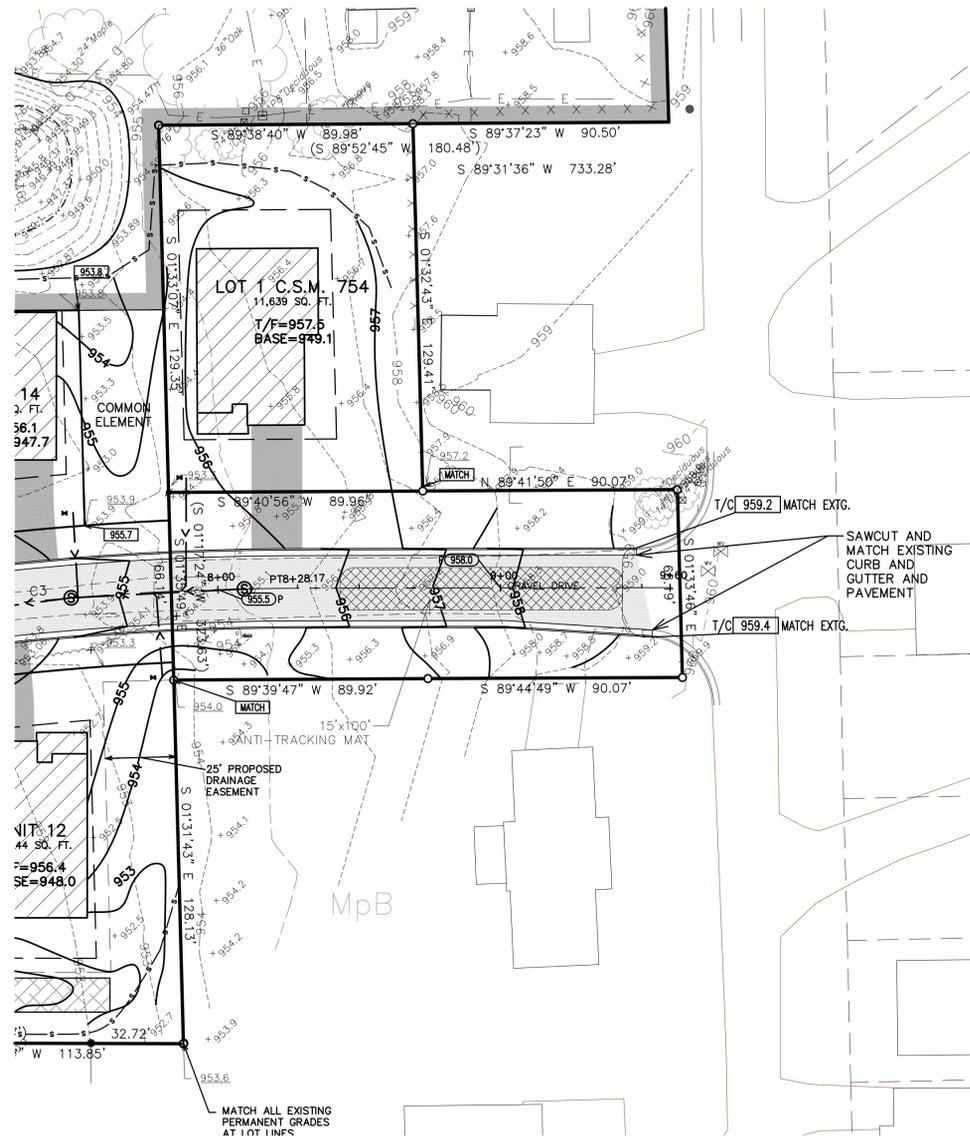
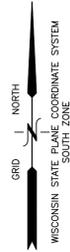
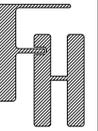
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- EROSION CONTROL NOTES**
1. INLET PROTECTION TO BE INSTALLED IN EXISTING CURB INLET STRUCTURES AND MAINTAINED THROUGHOUT DURATION OF CONSTRUCTION ACTIVITIES.
 2. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LOCAL EROSION CONTROL PLANS AND/OR ORDINANCES.
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 6. 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.
 7. ALL DISTURBED SLOPES 3:1 OR GREATER TO BE STABILIZED WITH NORTH AMERICAN GREEN S-150 EROSION CONTROL BLANKET.

- GENERAL NOTES**
1. REMOVE ALL BRUSH AND SCRUB TREES PRIOR TO STRIPPING OF TOPSOIL.
 2. TOPSOIL STOCKPILE SHALL BE LOCATED 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.
 3. ALL FILL PLACED SHALL BE ON PREPARED LEVELED SUBSOIL WITH FILL PLACED IN COMPACTED 8" TO 12" LIFTS BY DOZER AND SHEEPSFOOT COMPACTOR.
 4. ANY DISTURBED OR DAMAGED ROADWAY OR SIDEWALK SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
 5. WELLS STREET TO BE KEPT FREE OF DIRT, MUD, DEBRIS, ETC. AT ALL TIMES.
 6. ALL SITE CLEANING, EXCAVATION, GRADING, COMPACTION, SUBGRADE PREPARATION, SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF "STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION," 2016 EDITION, STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES.

LEGEND

- - - - - = EXISTING CONTOURS
- 954.9 953 = EXISTING SPOT ELEVATION
- - - - - = PROPOSED CONTOURS
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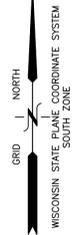
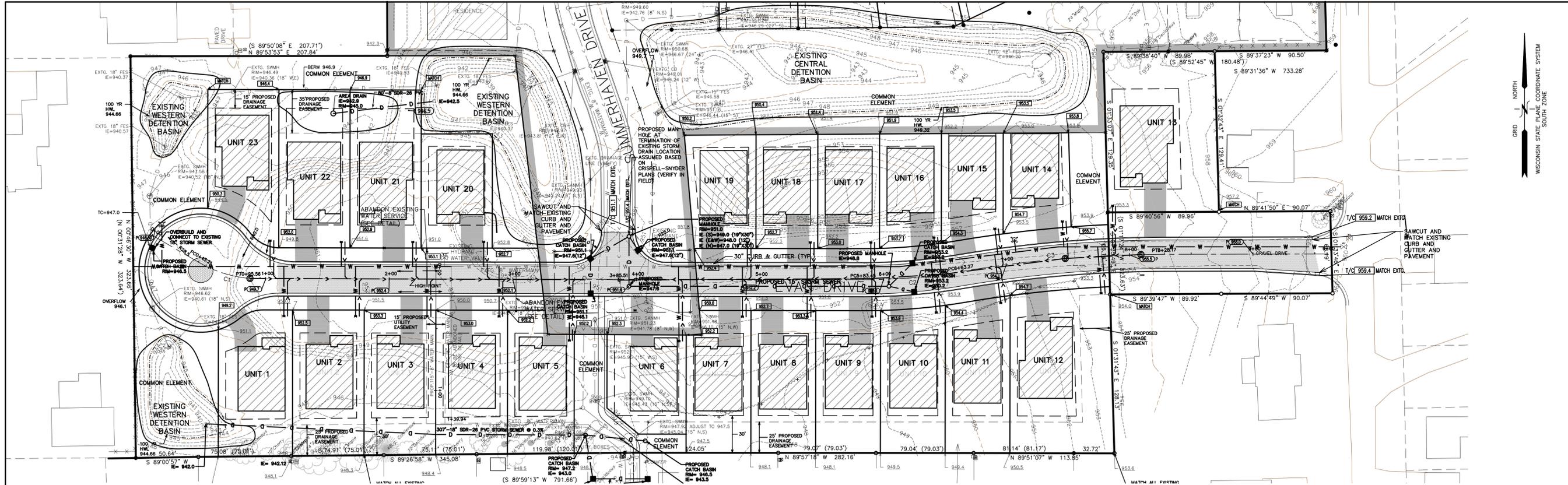
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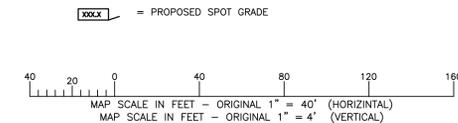
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GENERAL NOTES:

- 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.

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"



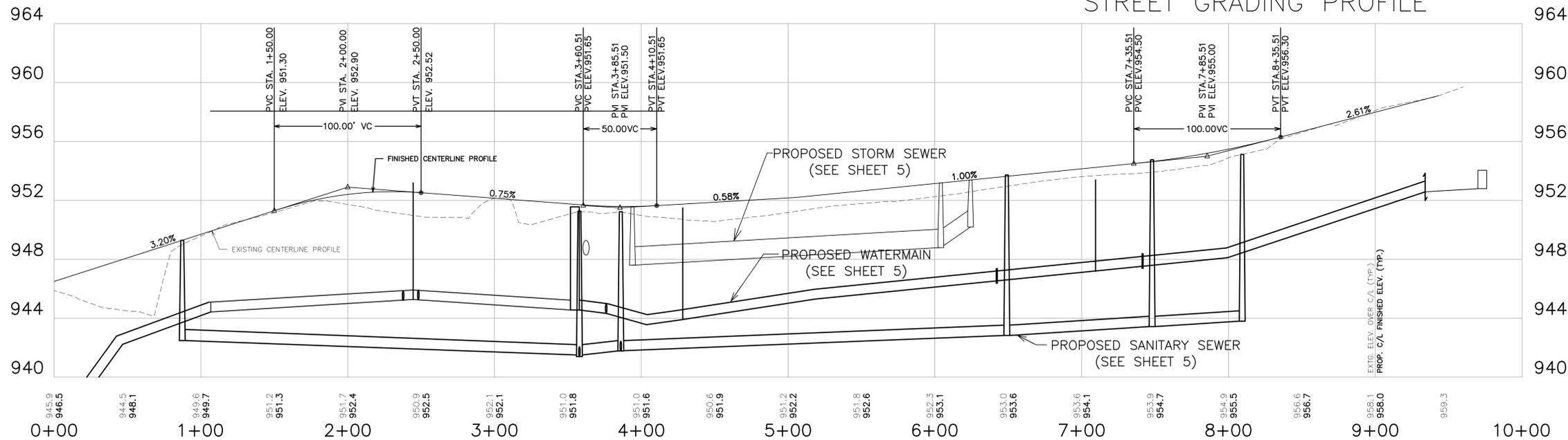
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EVAN DRIVE
STREET GRADING PROFILE



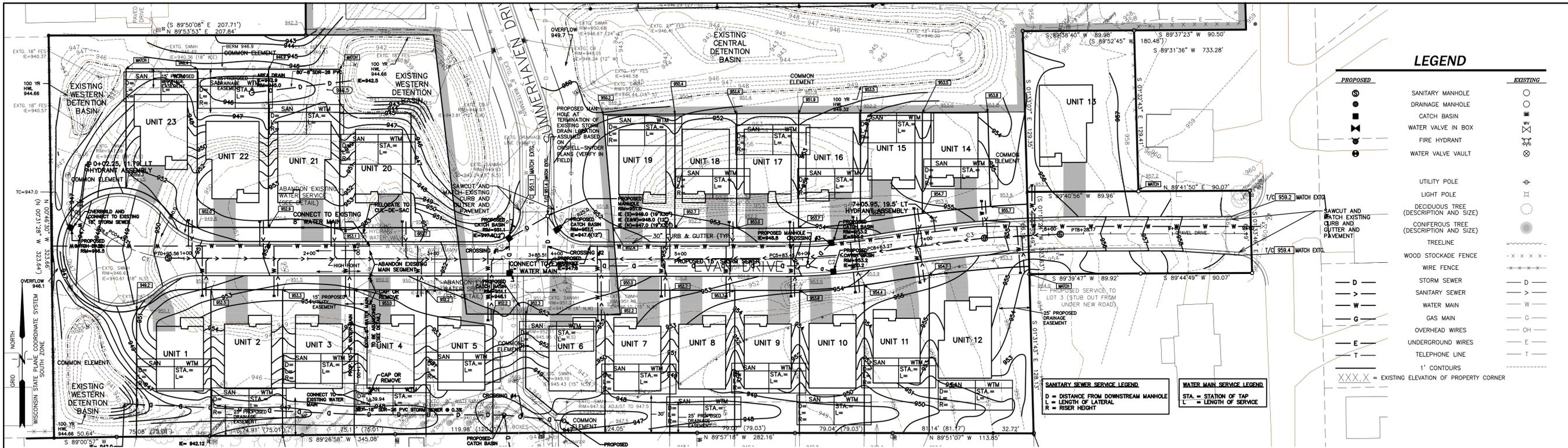
FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT P.O. BOX 437
 ELKHORN, WISCONSIN 53121
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**SUMMERHAVEN OF LAKE GENEVA
 PHASE 3
 FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN**

**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
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4 OF 11



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

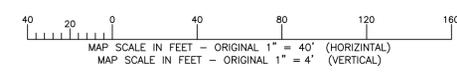
PROJECT NO.	8868
DATE	08/19/2019
SHEET NO.	6 OF 11

- 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.

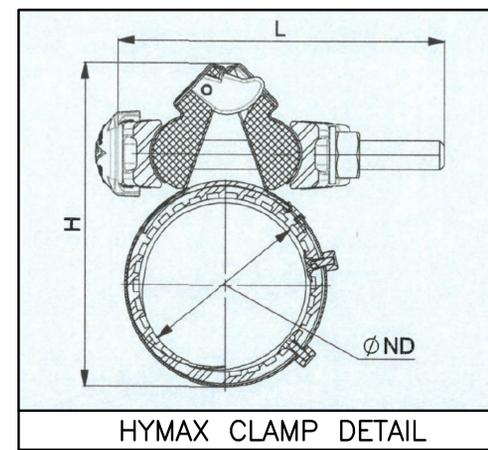
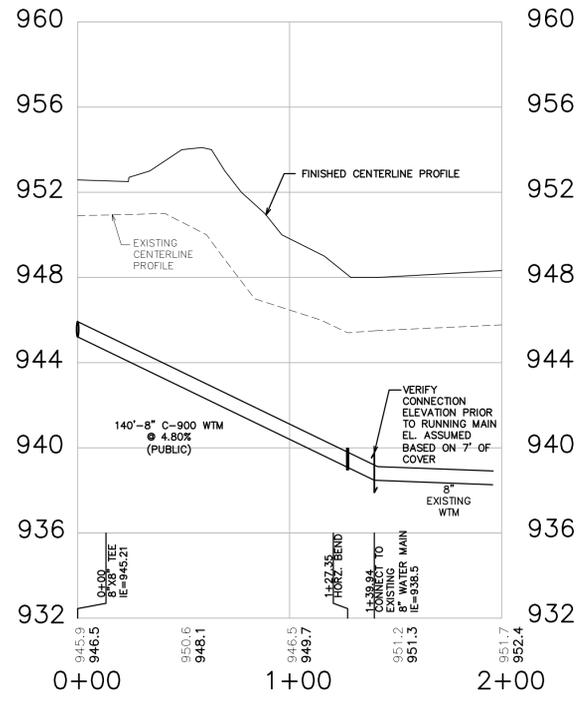
ROAD CENTERLINE CURVE DATA

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"



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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.

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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 Pb200NFG12W2T 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 21.51), 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 methods of providing electrical conductivity on valves, hydrants and fittings located within sections of water main constructed with PVC pipe.

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

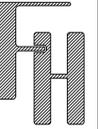
- A. General Requirements
 - 1. All tests shall be performed as specified in Chapter 4.15.0 of the "Standard Specifications", except that the water main shall pass three consecutive one-hour leakage tests. The City Utility Engineer or his Representative shall be present at all times during testing.
 - 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 brocing 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 placed 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.

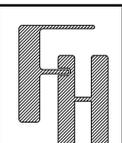
25. DEWATERING

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

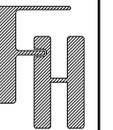
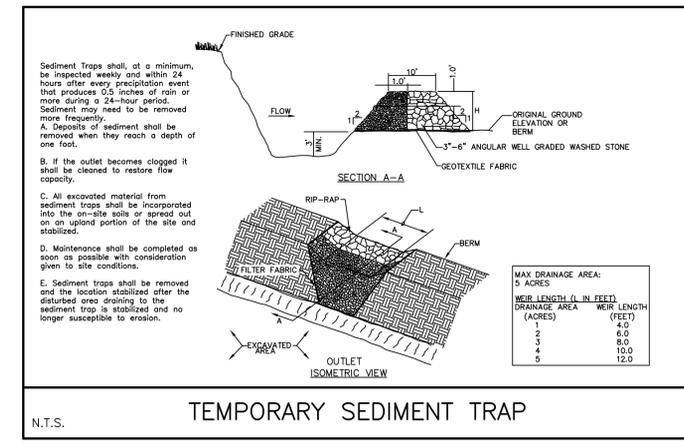
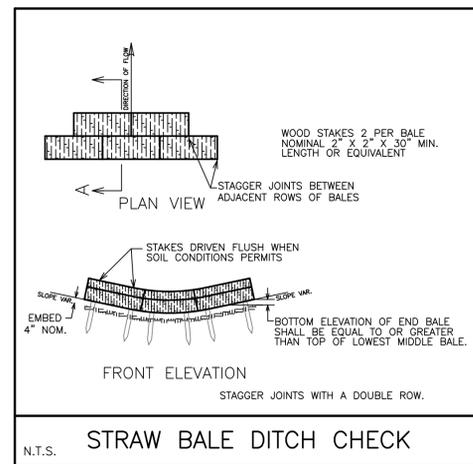
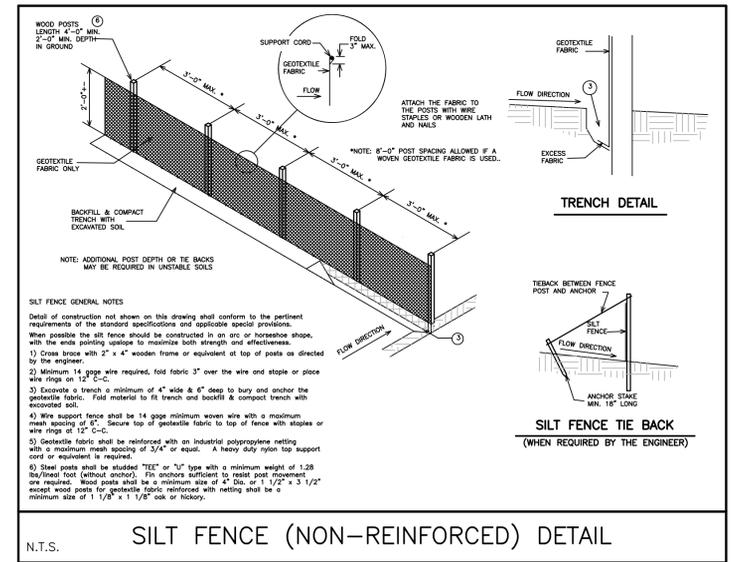
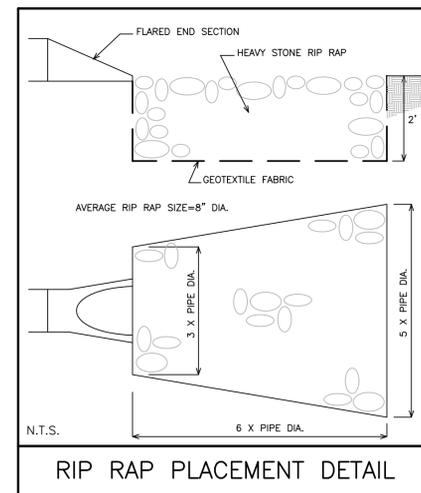
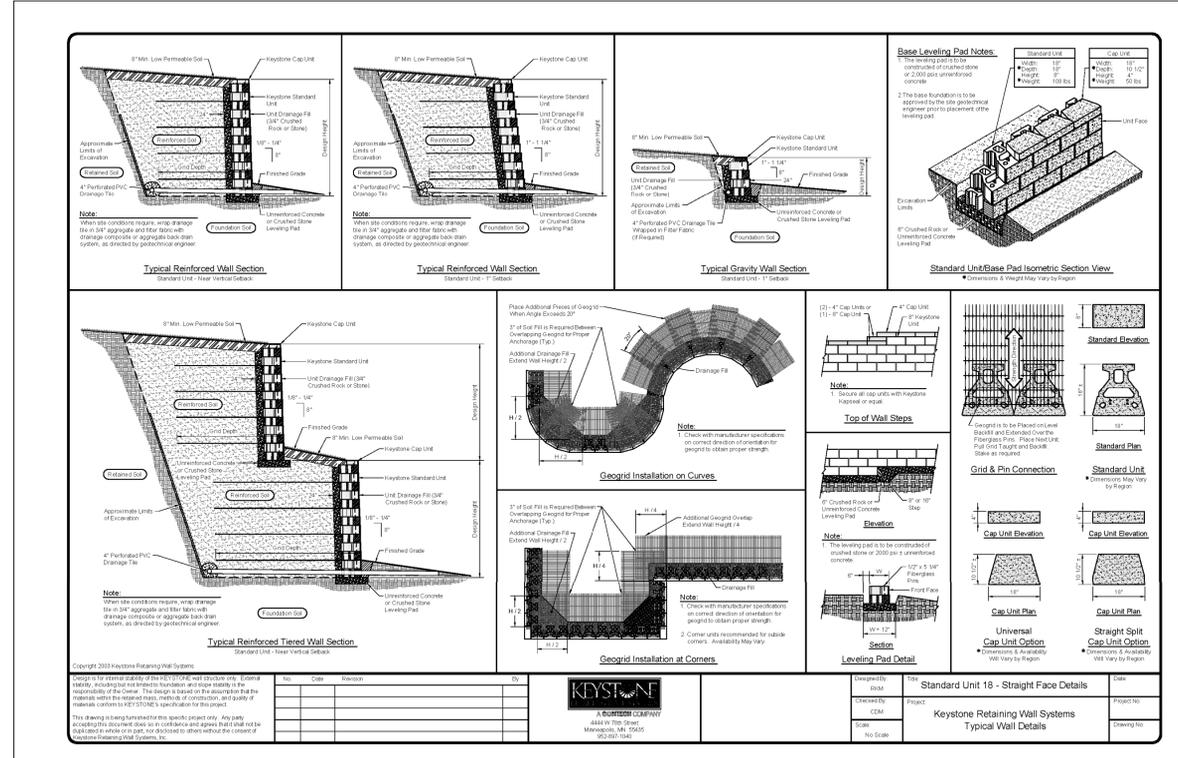
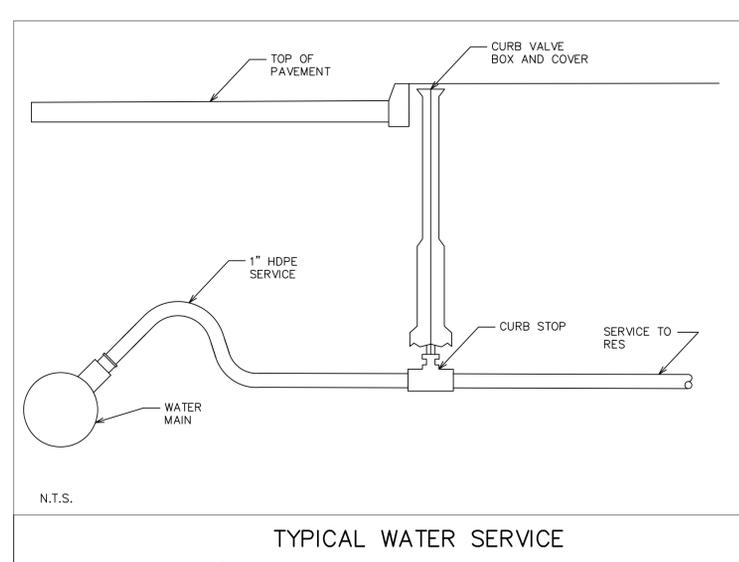
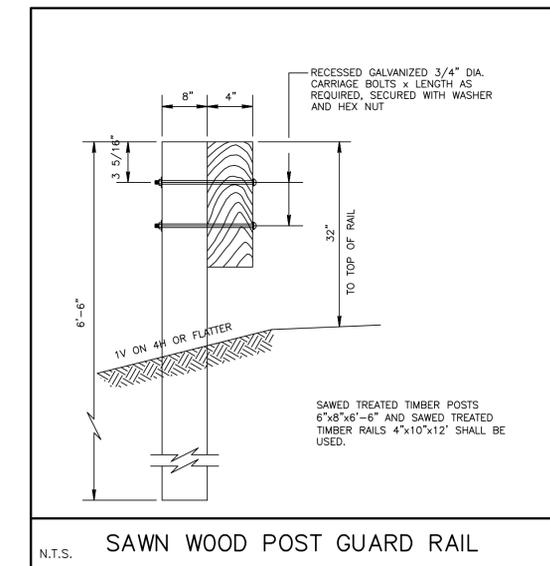
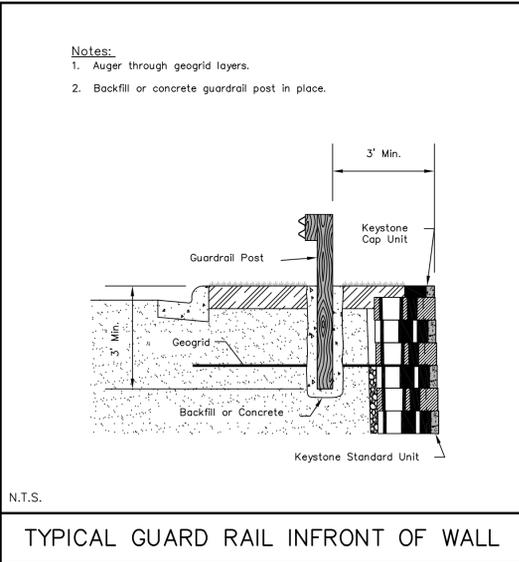
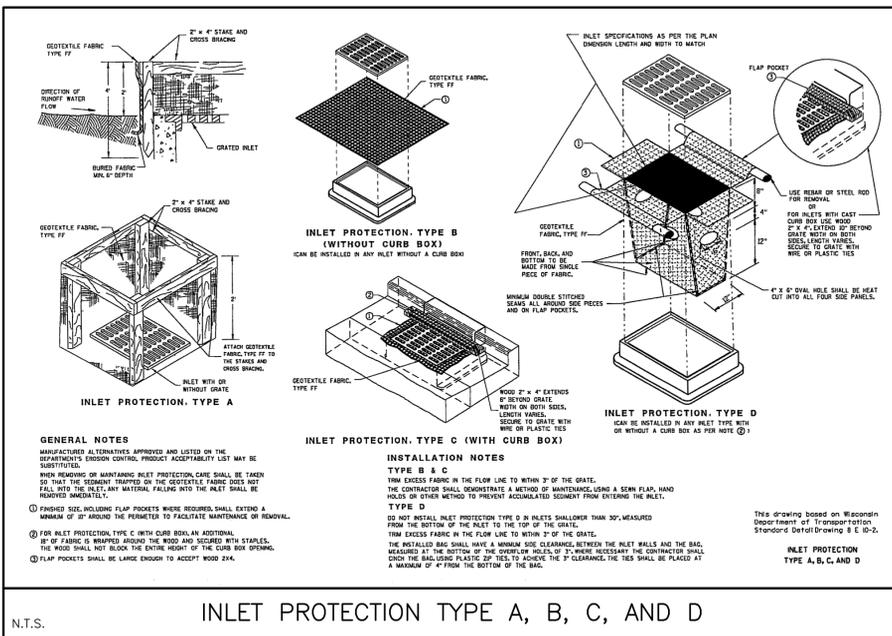
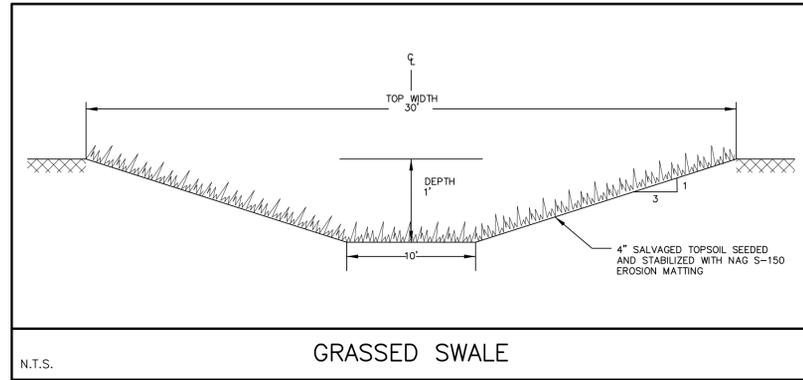
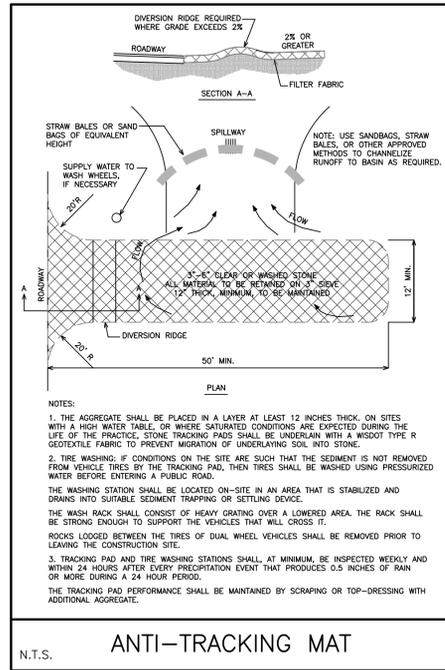
SITE SPECIFICATIONS

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

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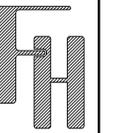
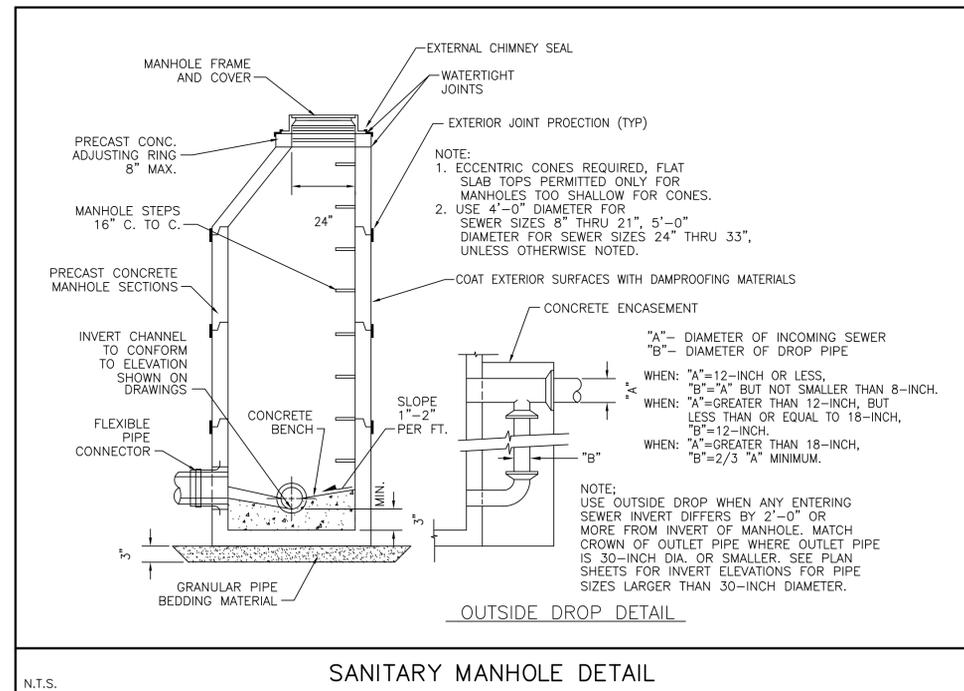
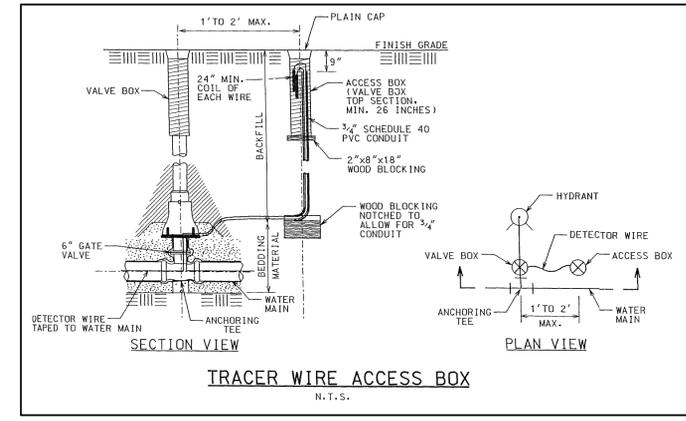
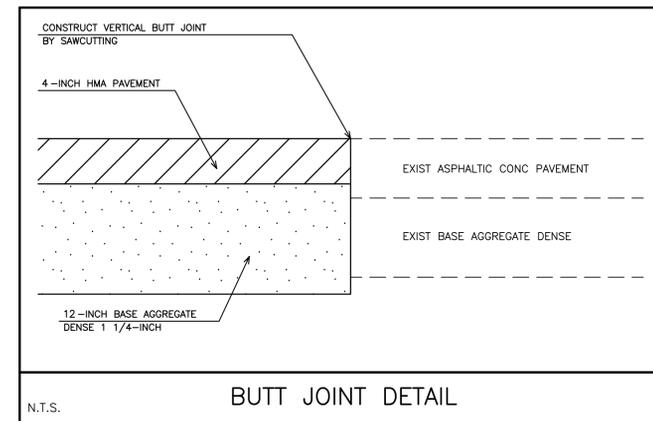
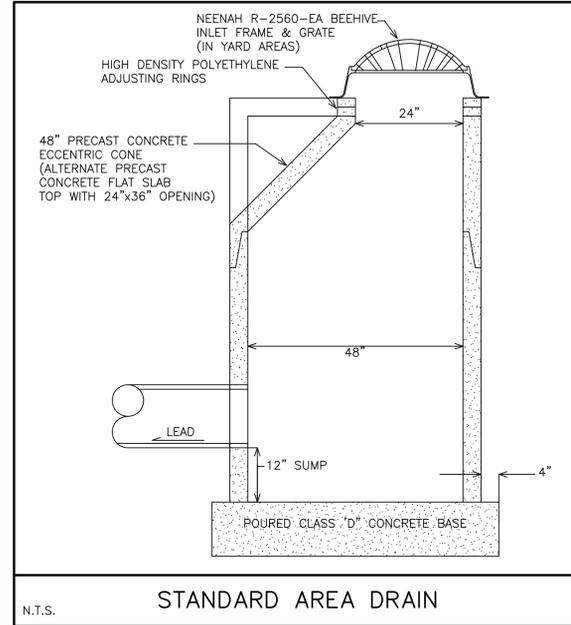
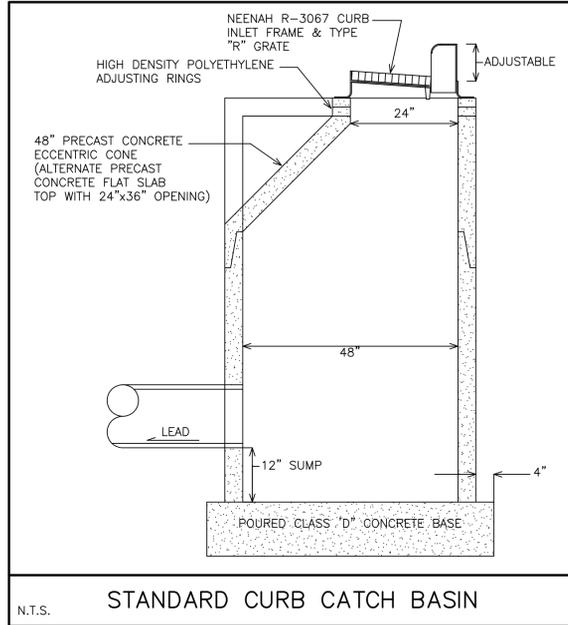
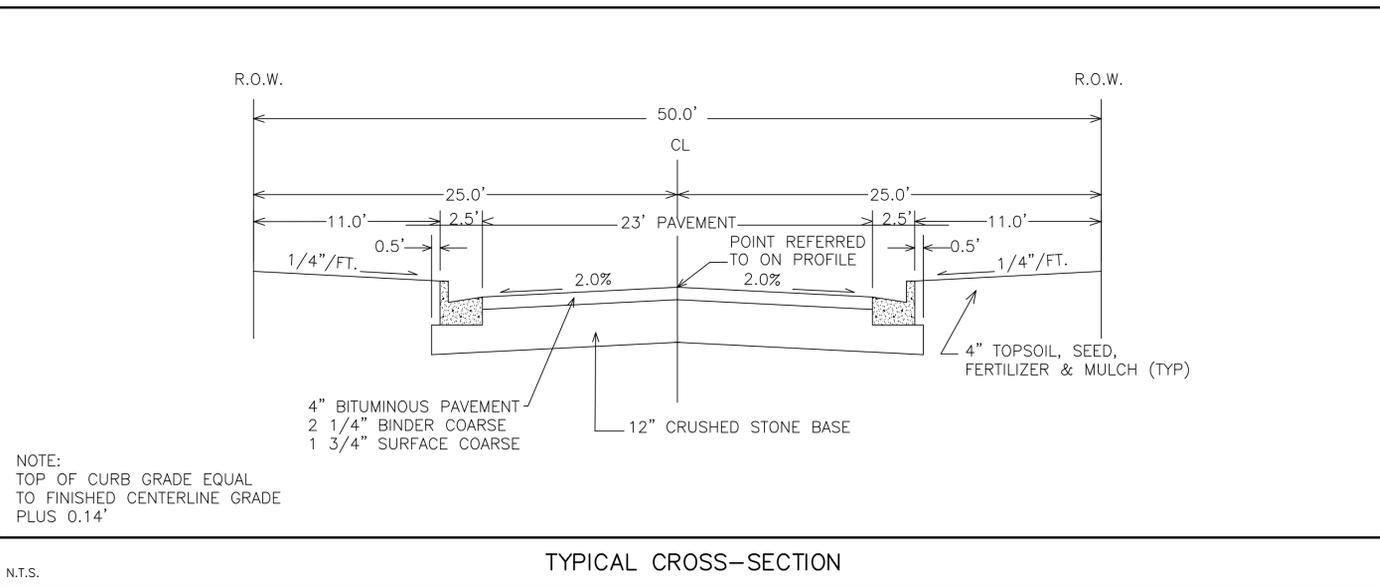
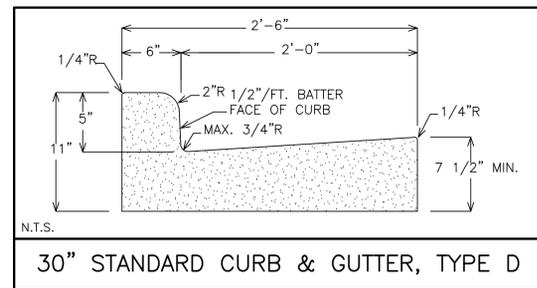
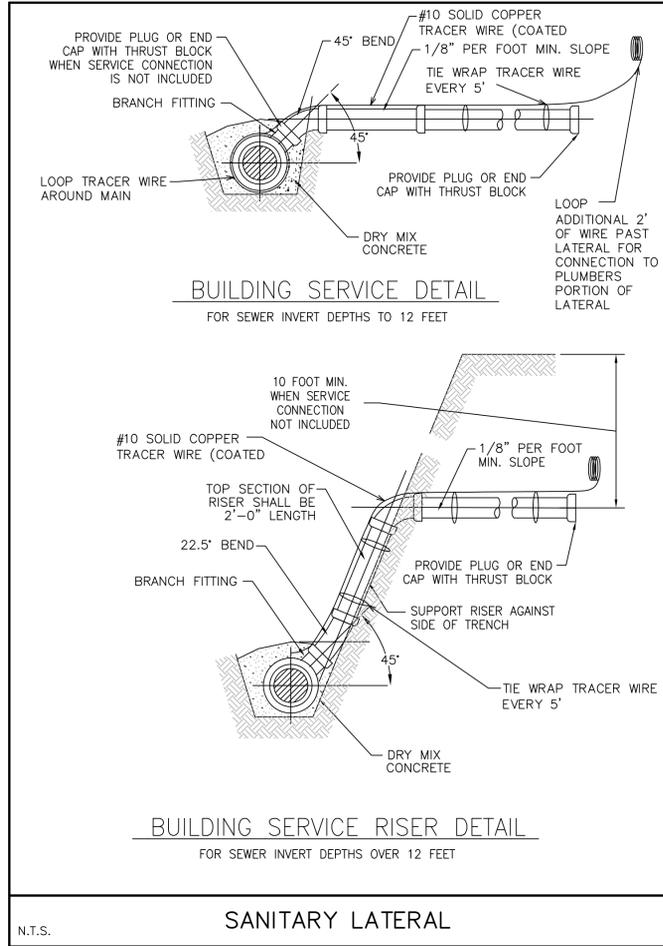
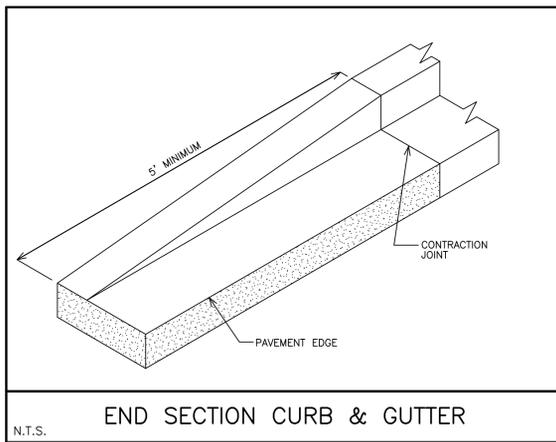
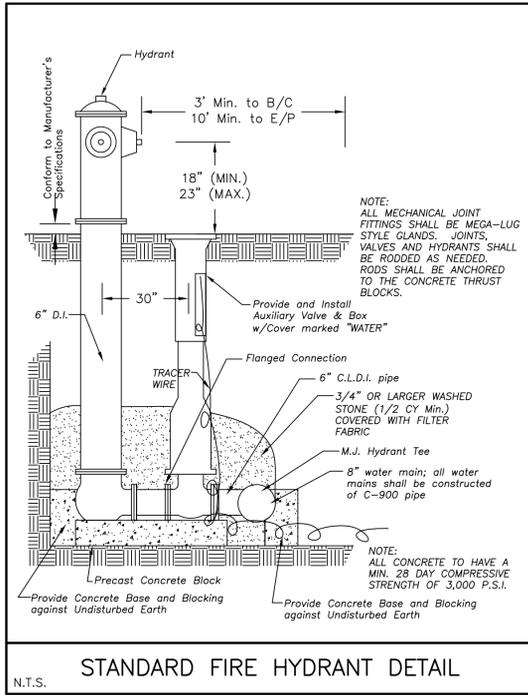
SUMMERHAVEN OF LAKE GENEVA
PHASE 3
FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

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.
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SUMMERHAVEN OF LAKE GENEVA
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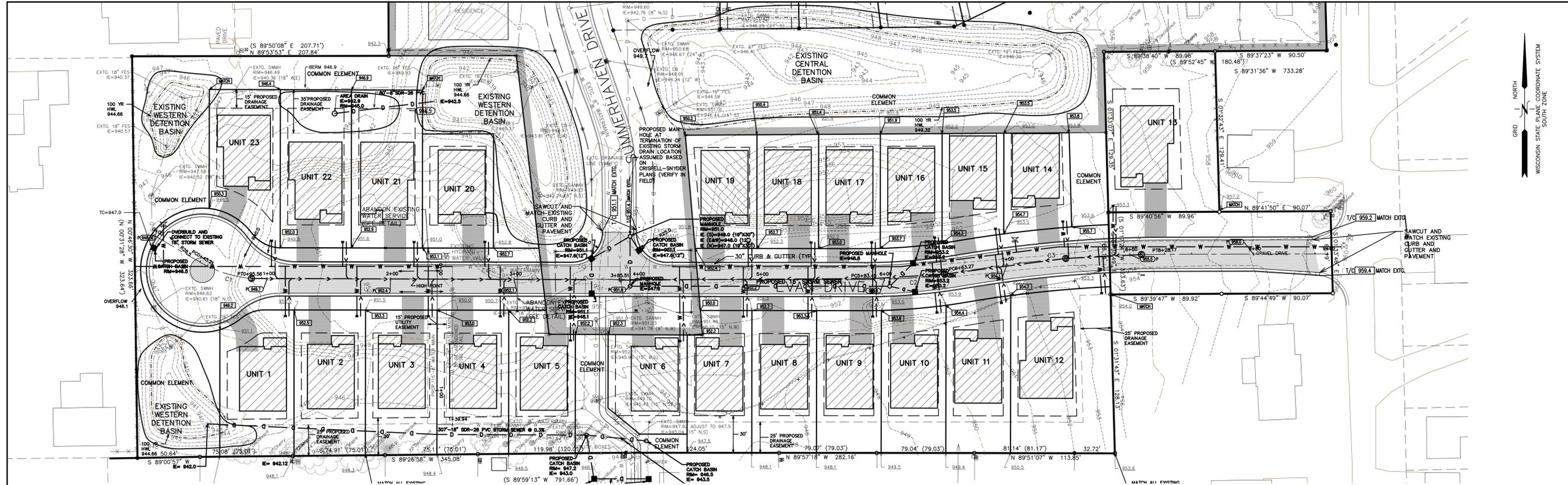
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08/19/2019
SHEET NO.
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EXHIBIT G
SUMMERHAVEN – PHASE III
PRECISE IMPLEMENTATION PLAN

PRECISE IMPLEMENTATION PLAN DRAWING

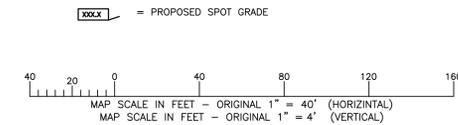
See attached.



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.

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"



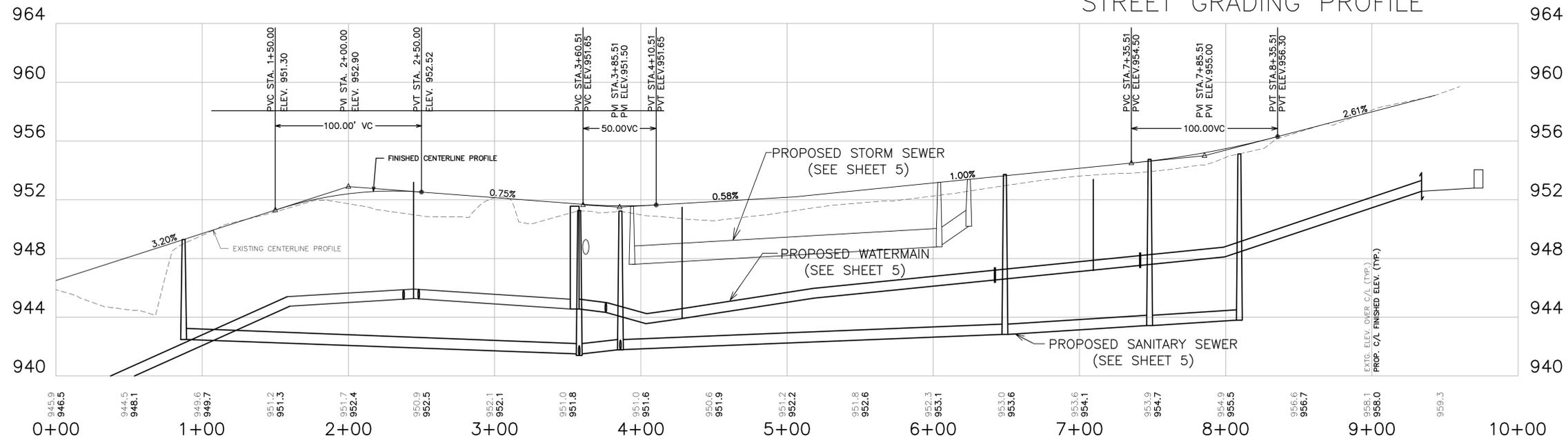
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CONTACT...

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



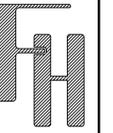
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 ENGINEERING - ARCHITECTURE - SURVEYING
 7 RIDGWAY COURT P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 OFFICE: (262) 723-2098 FAX: (262) 723-5886

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

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8868
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08/19/2019
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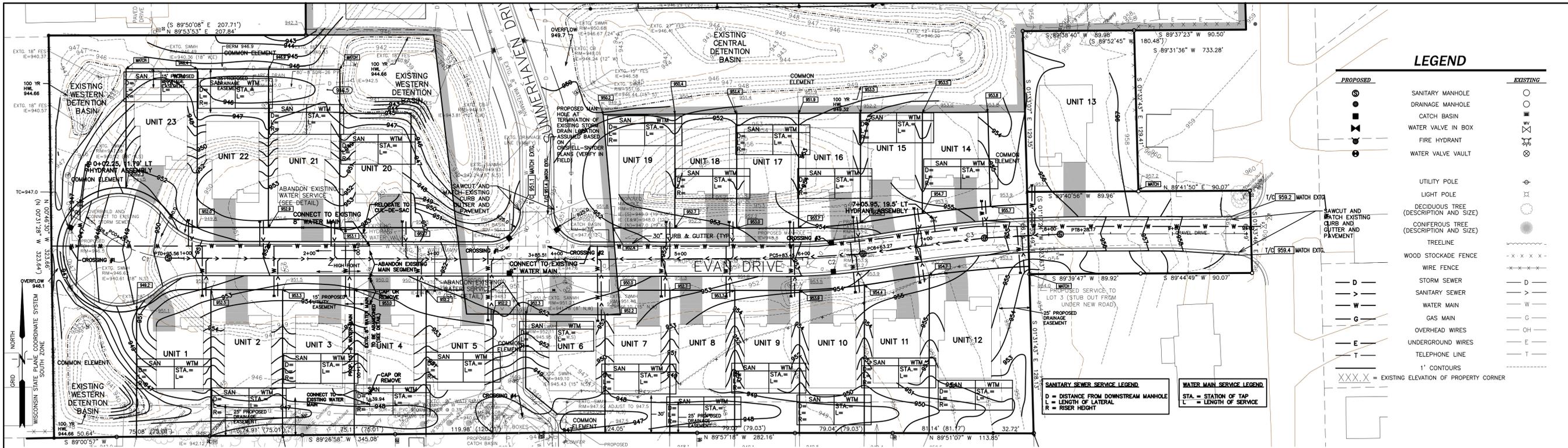
SUMMERHAVEN OF LAKE GENEVA
 PHASE 3
 FINAL ENGINEERING PLANS
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

PAVING & STORM SEWER
 PLAN & PROFILE



REVISIONS

12/23/2020 - TS	ADJUST LATERALS
04/13/20 - 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
07/02/2020 - TS	ADVANCE
07/24/2020 - TS	ADVANCE



UTILITY NOTES

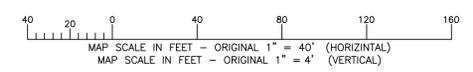
- LOCATIONS OF EXISTING UNDERGROUND UTILITIES OR STRUCTURES SHOWN ANYWHERE WITHIN THESE PLANS ARE BASED UPON RECORDS AVAILABLE AT THE TIME THE PLANS WERE PREPARED AND SHOULD NOT BE ASSUMED TO BE COMPLETE OR CORRECT IN ALL INSTANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PUBLIC AND/OR 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

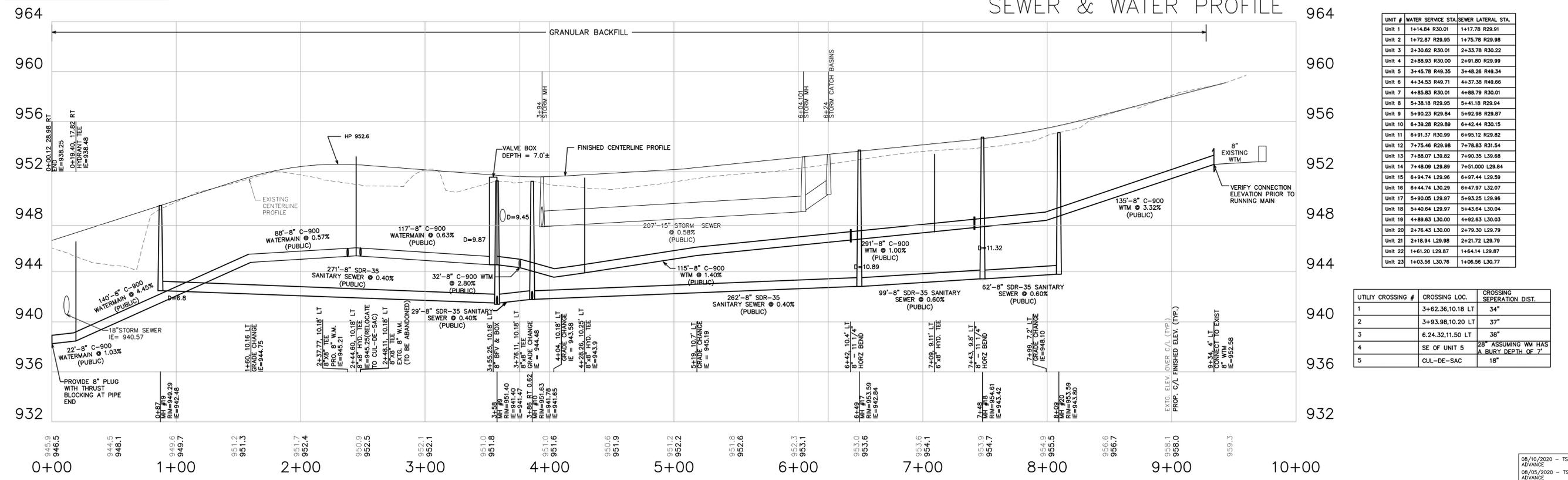
- NO CONSTRUCTION, OR INSTALLATION OR IMPROVEMENTS SHALL COMMENCE UNTIL ARRANGEMENTS FOR INSPECTION BY THE CITY ENGINEER HAVE BEEN MADE AND THE CITY ENGINEER HAS GIVEN WRITTEN AUTHORIZATION TO COMMENCE SAID CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE CITY ENGINEER AT LEAST 72 HOURS PRIOR TO THE NEED 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"



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08/10/2020 - TS ADVANCE
08/05/2020 - TS ADVANCE

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

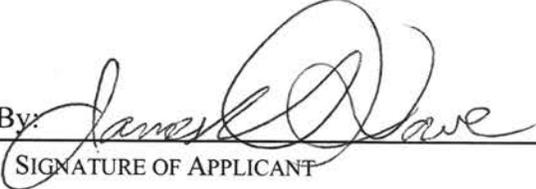
- X LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
- X SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF 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