



Section 6

Maintenance Agreement



262-757-8776
WALWORTH COUNTY, WISCONSIN
WWW.CARDINALENGINEERINGWI.COM

STORM WATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this _____ day of _____, by and between *Core Commercial, Inc.* (the "Owner"), and CITY OF LAKE GENEVA a Wisconsin Municipal Corporation (the "City"), collectively, the “Parties”.

RECITALS

A. The Owner is *developing* certain real property located in the City of Lake Geneva legally described in paragraph 2 herein (the “Property”).

B. The WI DNR requires owner to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the Stormwater Management Measures and to grant to the City the rights set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Sole Agreement. This agreement is the sole applicable agreement pertaining to storm water management for the described Property.

2. Site Legal Description. The Property subject to this agreement is legally described as follows: *Lot 2 & Lot 3 of CSM _____ being a part of the Lake Geneva Business Park, a subdivision located in the SE ¼ of the NW ¼, the SW ¼ of the NE ¼, the NW¼ of the SE ¼, the NE ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 31 Township 2N Range 18E, the “Site.”*

3. Responsible Party.

a. **CONSTRUCTION PHASE MAINTENANCE**. The Owner is responsible for satisfying the provisions of this agreement throughout the Property for the duration of the construction and warranty period.

b. **POST-CONSTRUCTION PERPETUAL MAINTENANCE**. Upon completion of all construction phases and expiration of the warranty period, the *Owner* shall assume responsibility for maintaining the storm water management system in perpetuity.

4. Permanent Components Of The Storm Water Management System.

a. The storm water management system for the property consists of the following management practices or components:

- + *Storm Sewer Pipes and Structures* + *Underground Storm water detention facility*
- + *Detention pond outfall control structures*

b. The drainage areas served by the storm water management practices components on this site *Include Structures and Infrastructure on Lots 1 & 2.*

Recording area (Walworth Co. Register of Deeds)

Send To: City Clerk
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

Lot 2 & 3 of CSM _____

Parcel Identification Number

5. Inspection And Maintenance Schedule.

- a. All components of the storm water management system shall be inspected by the Responsible Party:
- at least semiannually in early Spring and early Autumn; and
 - within 72 hours following any major storm or flood event of sufficient intensity or duration to pose significant risk of damage to the system.
- b. Components to be more frequently inspected by the Responsible Party are listed in the attached table for Maintenance Tasks and Scheduled During Construction, if any.
- c. The Responsible Party shall make the appropriate repairs whenever the performance of a storm water management practice or component is compromised due to sediment or debris.

6. Regulations.

- a. Mowing in areas of underground storage facility, and drainage ways shall be minimized to the greatest extent possible in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height shall be no shorter than six inches.
- b. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, over detention facility and along drainage ways, unless specifically authorized by the City Engineer on an individual event basis, and provided that the application is performed by professional personnel certified for that purpose.
- c. Snow shall not be dumped directly onto conditioned planting beds designed for infiltration or for bioretention, or on sites designated as buffer areas.

7. Maintenance Of Inspection Records and Reporting.

The Owner shall maintain records of the results of all site inspections and any enforcement actions, correction actions or other documented contacts and any follow-up actions taken by or at the direction of Owner or Responsible Party for seven years after such action.

8. Default by Responsible Party

If Owner fails to maintain the Stormwater Management Measures as required in Section 5, the City shall have the right, if deemed necessary, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the City's Maintenance Notice, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. No such Maintenance Notice need be given by the City to Owner for such maintenance or repair work, however, in the event emergency maintenance or repairs are needed. The City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to the Owner of the Property by placing the amount on the tax roll for the Property as a special charge under the provisions of Section 66.0627, Wisconsin Statutes (or similar statutes or City of Burlington ordinances). Owner hereby waives any and all rights to any condition precedents, procedures, notices, and/or public hearings otherwise normally required under the laws of the State of Wisconsin for the placement of the said special charge on the tax roll of the Property.

9. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

10. Binding Agreement. All provisions of this Agreement, including the benefits and burdens hereunder, run with the property and are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

11. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Owner and the City.

12. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Walworth County Register of Deeds.

13. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.

14. Assignment. A Responsible Party's obligations may not be assigned to another party without the prior written consent of City except that such consent is not required when a Responsible Party as property owner transfers fee simple title to a buyer who will assume the maintenance responsibilities of the owner / responsible party.

15. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 5314
262-248-3673

FOR THE OWNER:

Core Commercial, Inc.
4004 E Appleseed Drive
Appleton, WI 54913
920-882-0759

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

FOR THE OWNER:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

CITY OF LAKE GENEVA

By: _____

By: _____

Name: _____

Name: _____

Title: City Manager _____

Title: City Clerk _____

Date: _____

Date: _____

AMENDMENT ACCESS EASEMENT AGREEMENT

THIS AMENDMENT (“Amendment”) to the Access Easement Agreement is made and entered into as of the _____ day of _____, 2017 (the “Effective Date”) by and among **LAKE GENEVA SHOPPING CENTER L.L.C.**, a Missouri limited liability company, (a/k/a Geneva Shopping Center L.L.C.) the address of which is c/o Raul Walters Properties, 2101 West Broadway, Suite 200, Columbia, Missouri 65203 (“**GSC**”), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, the address of which is 702 S.W. Eighth Street, Bentonville, Arkansas 72716-0550, Attention: Realty Management – Wisconsin (“**Wal-Mart**”) and **GENEVA BUSINESS CENTER, LLC**, a Wisconsin limited liability company, the address of which is 751 Geneva Parkway, Lake Geneva, Wisconsin 53147 (“**GBC**”) (referred to collectively as the “Parties”).

RECITALS:

WHEREAS, GSC is the owner of a certain tract of land situated in the City of Lake Geneva, Walworth County, Wisconsin, the legal description of which is attached as **Exhibit A** (the “GSC Property”);

WHEREAS, Wal-Mart leases the GSC Property from GSC pursuant to that certain Ground Lease dated November 12, 2002;

WHEREAS, GBC is the owner of a certain tract of land adjacent to the GSC Property situated in the City of Lake Geneva, Walworth County, Wisconsin, the legal description of which is attached as **Exhibit B** (the “GBC Property”).

WHEREAS, the GSC Property and the GBC Property are depicted on the Exhibit C (the “Site Plan”) as set forth in the original Access Easement Agreement described below;

WHEREAS, GSC, Wal-Mart and GBC entered into an Access Easement Agreement (“Original Access Easement”), dated December 10, 2002 and recorded as Document Number 0537148 in the Walworth County Register of Deeds Office for the purposes of granting an easement for ingress and egress over the GSC Property to benefit the GBC Property;

WHEREAS, Pursuant to paragraph 13 (g) of the Original Access Easement, the Original Access Easement shall only be amended by the mutual written agreement of the Parties;

WHEREAS, GBC requires that the location of the Original Access Easement area be moved in order to provide better traffic flow between the GSC Property and GBC Property, and GSC and Wal-Mart have agreed to modify the easement area and amend the Original Access Easement in accordance with the terms and provisions of this Amendment;

WHEREAS, GBC desires to provide additional cross-access for parking as identified on **Exhibit D-1** as consideration for removal of parking stalls on the GSC Property as necessitated by the relocation of the Original Access Easement; and

WHEREAS, the Parties desire to amend the Original Access Easement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GSC, Wal-Mart and GBC hereby agree as follows:

1. Incorporation. The Recitals above are hereby incorporated into the terms of this Amendment by reference as if fully stated herein. Any capitalized terms not specifically defined herein shall have the same meaning as set forth in the Original Access Easement.

2. Amendment. Paragraph 2 of the Original Access Easement is hereby amended to read as follows:

GSC and Wal-Mart hereby grant and convey for the benefit of GBC, its successors and assigns, and the GBC Property a non-exclusive perpetual easement and right to the use of the easement area located on the GSC Property identified on **Exhibit D-1** and more particularly described on **Exhibit E-1** attached hereto (hereinafter referred to as the "Cross-Easement Area"). GBC hereby grants and conveys for the benefit of GSC, Wal-Mart and the GSC Property a non-exclusive perpetual easement and right to the use of the Cross Easement Area located on the GBC Property identified on **Exhibit D-1** and more particularly described on **Exhibit E-1**. The perpetual easements are for the purpose of ingress, egress, parking and passage and delivery by vehicles and pedestrians. The perpetual easements granted in this Agreement, shall be for the benefit of, and restricted solely to, GBC, GSC, Wal-Mart, and each of their customers, employees, agents, business invitees as the same may use the GBC Property or the GSC Property. GSC and Wal-Mart may grant the benefit of such easement to other parties, and to the customers, employees, agents and business invitees thereof, in other documents but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

3. Temporary Construction Easement. In connection with the additional construction work to be performed by GBC, its successors and assigns, in the Cross Easement Area required as a result of the relocation of the easement area, GSC and Wal-Mart hereby grant to GBC, its successors and assigns, temporary construction easements for incidental encroachments upon the GSC Property which may occur as a result of construction consistent with the provisions of Paragraph 3 as set forth in the original Access Easement Agreement, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and customary insurance is maintained protecting GSC and Wal-Mart from the risks involved. GBC. GBC shall not interfere with or disturb Wal-Mart's business on the GSC Property and shall promptly restore the GSC Property affected by such work to the condition existing prior to entry by GBC upon the GSC Property with such modifications as agreed to by the Parties hereto and as identified on **Exhibit D-1** and described on **Exhibit E-1**.

4. Construction, Maintenance and Repair. GBC, its successors and assigns, shall be responsible, at its sole cost and expense, for the construction and/or modification of the paved portion of the Cross Easement Area as identified on **Exhibit D-1**. GBC, its successors and assigns, shall be responsible for obtaining all necessary permits, approvals and for all costs associated with the construction and/or modification of the Cross Easement Area as identified on the Exhibit D-1. *Prior to any such construction by GBC, its successors and assigns, GBC shall submit its plans and specifications (the "Plans") to Wal-Mart for Wal-Mart's review and approval. Wal-Mart shall provide GBC with written approval or disapproval of the Plans within ninety (90) days after Wal-Mart's receipt of the same from GBC. GBC shall not commence any such work in the Cross Easement Area until Wal-Mart has provided its written approval to the Plans. GBC shall send GSC and Wal-Mart notice upon completion of construction related to the Cross Easement Area. After completion of construction, Wal-Mart and GSC shall maintain, repair and replace the Cross Easement Area solely on its property and GBC shall maintain, repair and replace all other areas in the Cross Easement Area.*

5. Miscellaneous.

(a) If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected, and each and every remaining term, covenant or condition of this Amendment shall be valid and enforced to the fullest extent permitted by law.

(b) All terms and conditions of the Original Access Easement not amended pursuant to this Amendment are hereby ratified and confirmed and shall remain in full force and effect. In the event of any inconsistency between this Amendment and the Original Access Easement, the terms of this Amendment shall control.

(c) This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Amendment. Facsimile and email signatures shall be deemed valid on all documents related to this Amendment.

(e) The Parties represent and warrant that each has the authority and right to enter into this Amendment without the consent, approval or joinder of any party, and, if such consent is required, such consent has been obtained. Each person executing this Amendment is fully authorized and empowered to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

GSC:

LAKE GENEVA SHOPPING CENTER, L.L.C.
a Missouri limited liability company

By: _____

Print Name: _____

One of its Managers authorized to sign for the company

Dated: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

This document was acknowledged before me this _____ day of _____, 2017 by _____, the _____ of **LAKE GENEVA SHOPPING CENTER L.L.C.**, a Missouri limited liability company, on behalf of the company.

Printed: _____
Notary Public, _____ County, Missouri
My Commission Expires: _____

GBC:

GENEVA BUSINESS CENTRE, LLC
a Wisconsin limited liability company

By: _____
Printed _____
Its: _____
Dated: _____,

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

This document was acknowledged before me this _____ day of _____,
2017 by _____, the _____ of **GENEVA BUSINESS
CENTRE, LLC**, a Wisconsin limited liability company, on behalf of the company.

Printed: _____
Notary Public, _____ County, Wisconsin
My Commission Expires: _____

This Instrument Drafted By:
Atty. Jennifer W. Koeppl
Koeppl Law Offices, S.C.
P.O. Box 270
Wild Rose WI 54984

EXHIBIT A

Legal Description of GSC Property

A tract of land being Lots 2 thru 10 of Lake Geneva Business Park as per Plat recorded on February 28, 1992 in Cabinet B of Plats, Slide 117, Document No. 227992, part of Geneva Business Centre Condominium (formally Lot 1 of said Lake Geneva Business Park) as per Plat recorded on September 20, 1995, in Volume 636, Page 9119, Document No. 313696, all of Lots 2 and 3 of Certified Survey Map No. 2973 as recorded in Volume 15, Page 293, all in the Office the Register of Dees for Walworth County, Wisconsin, 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:

Beginning at a found spike in the southwest corner of said Lot 2, also being the northwest corner Geneva Business Centre Condominium (formally Lot 1 of said Lake Geneva Business Park), also being in the east right-of way line of Edwards Boulevard (State Route 120); thence along the west line of said Lot 2 and said east right-of-way line N01°-05'-02"W 659.96 ft. to a found spike at the northwest corner of said Lot 2; thence leaving said east right-of-way line along the north line of said Lot 2 N88°-56'-20"E 218.03 ft. to a found spike, thence N01°-06'-25"W 245.19 ft. to a set iron rod, in the south right-of-way line of State Route 50; thence along said north line and the north line of Lot 3 of said Certified Survey Map and said south right-of-way line N87°-34'-51"E 483.18 ft. to a set rod at the northeast corner of said Lot 3 also being at the intersection of said south right-of-way line and the west right-of-way line of State Highway No. 12; thence leaving said south right-of-way line along the east line of said Lot 3 and the west right-of-way line S45°-53'-17"E 425.47 ft. to a set iron rod, thence S82°-31'-45"E 72.18 ft. to a round iron rod, thence leaving said south right-of-way line along the east line of said Lot 3 S01°-00'-57"E 549.74 ft. to a set iron rod at the southeast corner of said Lot 3 also being the north line of said Lot 10; thence along said south line S89°-54'-22"W 42.99 ft. to a set iron rod; thence leaving said south line S00°-57'-08"E 96.01 ft. to a set iron rod; thence S89°-54'-22"W 390.60 ft. to a set iron rod; thence S47°-37'-47"W 99.04 ft. to a set iron rod in the east line of said Lot 2; thence S 88°-54'-19"W 563.35 ft. to a set iron rod in the west line of said Geneva Business Centre Condominium also being in said east right-of-way line of State Route 120 (Edwards Boulevard); thence along said line N01°-05'-02"W 100.00 ft. to the point of beginning, containing 21.35 acres. A Subdivision Plat or Certified Survey Map might be required by the City of Lake Geneva before the property can be transferred.

EXHIBIT B

Legal Description of GBC Property

PARCEL I: Geneva Business Centre Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin on September 20, 1995 in Volume 636 of Records, page 9119 to 9128, inclusive, as Document No. 313696, and First Amendment to Declaration for Geneva Business Centre Condominium, dated March 4, 1996 and recorded on March 4, 1996 in Volume 639 of Records, Page 4846, as Document No. 324084, said condominium being located in the City of Lake Geneva, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto, excepting the North 100 feet thereof. (End of legal description).

PARCEL II: Lot 2 of the Lake Geneva Business Park, a Subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, including a replat of Lot 2 of Certified Survey Map No. 2010, City of Lake Geneva, Walworth County, Wisconsin, excepting the North 100 feet thereof. (End of legal description).

EXHIBIT C

The Site Plan

Exhibit C remains the same as recorded in the original Access Easement Agreement dated December 10, 2002 and recorded as Document Number 0537148 in the Walworth County Register of Deeds Office.

EXHIBIT D-1

Cross Easement Area Depiction

EXHIBIT E-1

Legal Description – Cross Easement Area

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“Agreement”) is made and entered into as of the _____ day of _____, 2018 (“Effective Date”), by and between **Geneva Business Centre, LLC**, a Wisconsin limited liability company (“**GBC**”) and **Core Commercial, Inc.**, a Wisconsin corporation (“**Core**”).

RECITALS

- A. GBC is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel A”).
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel B”).
- C. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit C, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel C”).
- D. GBC and Core propose to grant reciprocal easements to share the right of ingress, egress and parking over and across all paved portions of Parcel A, Parcel B and Parcel C as set forth on the site plan attached hereto and incorporated by reference as Exhibit D (“Site Plan”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GBC and Core hereby agree as follows:

1. **Incorporation**. Recitals A through D above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions**. For purposes herof:

(a) The term "Owner" shall mean GBC and Core, in respect to their individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale,

Return to:

Attorney Jennifer W. Koepl
Koepl Law Offices, S.C.
P.O. Box 270
Wild Rose WI 54984-0270

Tax Parcel No.: _____

assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit D and by reference made a part hereof. The Site Plan shown on the Site Plan has been approved by GBC and Core.

(e) The term "Paved Areas" shall mean any area on Parcel A, Parcel B or Parcel C, identified as paved areas, whether presently existing or to be constructed upon any Parcel, as indicated on the Site Plan, including without limitation all parking areas and driveways.

2. **Temporary Construction Easement and Construction of Paved Areas.** In connection with any construction of proposed Paved Areas as identified on the Site Plan, to be performed by and at the sole cost of Core on Parcel A, GBC hereby grants to Core temporary easements for incidental encroachments upon Parcel A which may occur as a result of such construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting GBC from the risks involved. In connection with any work performed by Core related to the foregoing, Core shall not interfere with or disturb GBC's business on Parcel A and shall promptly restore the GBC Property affected by such work to the condition existing prior to entry by GBC upon Parcel A. Core shall be responsible for obtaining all necessary permits, approvals and for all costs to Core to construct and connect the Paved Areas and any other improvements on Parcel A as identified on the Site Plan.

3. **Grants of Easement.** GBC and Core hereby grant, establish, covenant and agree that the Parcels, all Owners and Permittees of the Parcels and their respective employees, agents, contractors, customers, invitees and licensees, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which are hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels:

(a) An easement for (i) reasonable access, ingress and egress over all Paved Areas constituting a part of any of the Parcels as indicated on the Site Plan; and (ii) parking of pedestrian vehicles on and over areas designated as parking as presently or hereafter constructed and constituting a part of any of the Parcels, so as to provide for the passage of motor vehicles and pedestrians between all portions of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels. Notwithstanding that all parking shall be used on a nonexclusive basis

in common with all Owners and Permittees of the Parcels, each individual Parcel shall be developed and utilized such that any building located on each Parcel shall comply with the number of parking stalls required by local codes.

4. **Maintenance and Repair.** Throughout the term of this Agreement each Parcel Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Paved Areas and any other improvements on each owner's respective Parcel. Notwithstanding the foregoing, the Parcel B Owner shall be solely responsible for the clearing of snow and removal of debris from all Paved Areas identified on the Site Plan. Each Parcel Owner shall proportionately share in the cost of the clearing of snow and removal of debris from the paved areas, which share shall be determined by taking the total acreage of said Owner's Parcel, as set forth on the Site Plan, divided by the total acreage of all Parcels. The Parcel B Owner, at least quarterly basis but more often as necessary in Parcel B Owner's discretion, shall provide the Owners of Parcel A and Parcel C with a statement of shared expenses, including an administrative fee equal to 15% of the shared expenses, which statement identifies the costs incurred by the Owner of Parcel B and identifies the proportionate share of each Parcel Owner. The Owners of Parcel A and Parcel C agree to pay their proportionate share directly to the Owner of Parcel B within thirty (30) days of receipt of said statement.

5. **Indemnification and Insurance.**

(a) **Indemnification.** All Owners shall indemnify and save harmless the other Owners from all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death, or property damage occurring or arising from the use of the Paved Areas within the Owner's Parcel, except if caused by the act or negligence of the indemnified Owner its Permittees.

(b) **Insurance.** Each Owner shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon in or about the Paved Areas on said Owner's Parcel, such insurance to afford protection to the limit of not less than Three Million Dollars (\$3,000,000.00) for injury or death of a single person, and to the limit of not less than Three Million Dollars (\$3,000,000.00) for property damage. The indemnifying Owner shall provide the indemnified Owners with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the indemnifying Owner which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the indemnified Owners.

6. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law, remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A, Parcel B and Parcel C in accordance with the terms of this Agreement.

7. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

8. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Paved Area to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Agreement.

9. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) **Lien Rights.** Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice

of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

10. Miscellaneous.

(a) Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C. No consent or approval of any Owner or Permittee other than the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C shall be required in order to modify or amend any provisions of this Agreement.

(c) Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) No Wavier. No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner, the Parcel B Owner and the Parcel C Owner are as follows:

Parcel A Owner: Geneva Business Centre LLC

c/o Keefe & Associates, Inc.
751 Geneva Parkway N
Lake Geneva WI 53147-4579

Parcel B Owner: Core Commercial, Inc.
4004 E. Appleseed Drive
Appleton WI 54913

Parcel C Owner: Core Commercial, Inc.
4004 E. Appleseed Drive
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

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

Signature Pages of Owners to follow

EXHIBIT A

LEGAL DESCRIPTION – PARCEL A

Lot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION – PARCEL B

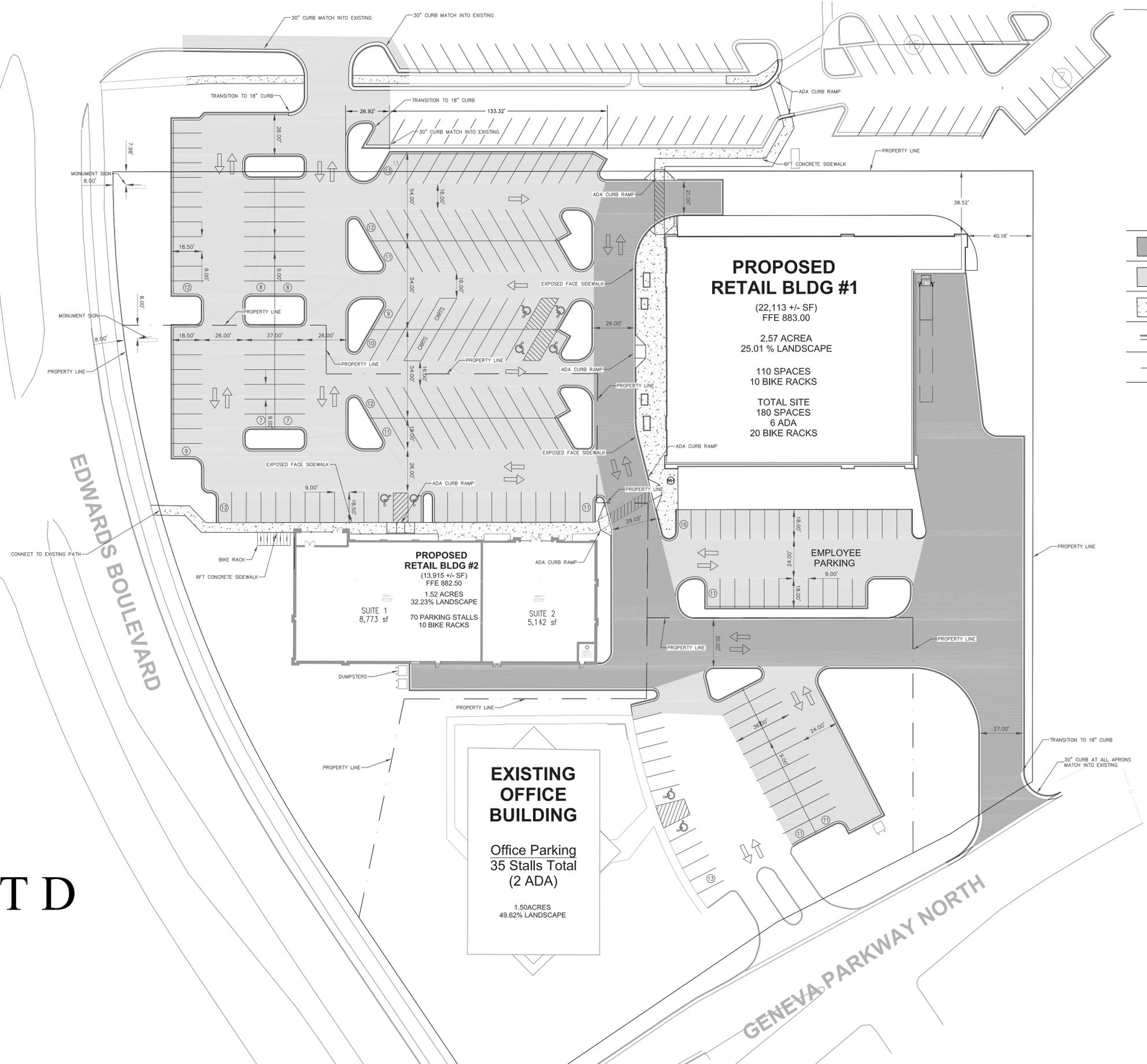
Lot 2 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION – PARCEL C

Lot 3 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT D



LEGEND

	PROPOSED HEAVY PAVEMENT
	PROPOSED STANDARD PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED 18" CURB & GUTTER UNLESS NOTED AS 30"
	PROPOSED PROPERTY LINE

PROPOSED RETAIL BLDG #1
 (22,113 +/- SF)
 FFE 883.00
 2.57 ACREA
 25.01 % LANDSCAPE
 110 SPACES
 10 BIKE RACKS
 TOTAL SITE
 180 SPACES
 6 ADA
 20 BIKE RACKS

PROPOSED RETAIL BLDG #2
 (13,915 +/- SF)
 FFE 882.50
 1.52 ACRES
 32.23% LANDSCAPE
 SUITE 1
 8,773 sf
 SUITE 2
 5,142 sf
 70 PARKING STALLS
 10 BIKE RACKS

EXISTING OFFICE BUILDING
 Office Parking
 35 Stalls Total
 (2 ADA)
 1.50ACRES
 49.62% LANDSCAPE



STORMWATER DRAINAGE EASEMENT

THIS EASEMENT (the "Agreement") is made and entered into this ____ day of _____, 2018, ("Effective Date") by **Core Commercial Inc.**, Wisconsin corporation ("**Core**").

RECITALS

- A. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel B").
- C. Core proposes to provide a nonexclusive easement for the drainage of storm water through underground drainage lines and into an underground detention pond ("Detention Area") and related facilities which are used for the holding of storm water from Parcel A and Parcel B. The location of the storm water lines, facilities and Detention Area are set forth on the site plan, attached hereto and incorporated herein by reference as "Exhibit C" ("Site Plan").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Core hereby agrees as follows:

1. **Incorporation**. Recitals A through C above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions**. For purposes hereof:

(a) The term "Owner" shall mean Core, in respect to its individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as

Return to:

Attorney Jennifer W. Koepl
Koepl Law Offices, S.C.
P.O. Box 270
Wild Rose WI 54984-0270

Tax Parcel No.: _____

described on Exhibit A and Exhibit B, that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit C and by reference made a part hereof.

2. **Grants of Easement.** Core hereby grants, establishes, covenants and agrees that the Parcels, all Owners, their heirs, successors and assigns shall be benefited and burdened by the following nonexclusive, private easement to discharge storm water into the Detention Area which is hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels. The purpose of this easement grant is to provide for the drainage of storm water collected on Parcel A and Parcel B through the storm water lines and facilities installed by Core, and as identified on the Site Plan, and the discharge of such collected storm water into the Detention Area located on Parcel A. The Parcel A Owner hereby reserves and retains all of the property rights in and to Parcel A, including without limitation, the right to use such areas for any purpose whatsoever, so long as such use does not unreasonably interfere with any rights as created herein.

3. **Maintenance and Repair.** The Parcel A Owner and the Parcel B Owner shall proportionately share the cost of maintenance, repair and replacement of any of the facilities and Detention Area shown on the Site Plan, which maintenance, repair and replacement shall be performed in a timely manner by the Owner on whose Parcel such improvements are located ("Responsible Owner"). Each Owner's proportionate share of such costs shall be determined by dividing the total acreage of the Owner's Parcel by the total acreage contained in Parcel A and Parcel B. The Owner not responsible for the work as identified above ("Nonresponsible Owner") agrees to pay the Responsible Owner said Nonresponsible Owner's proportionate share of costs within thirty (30) days of receipt of a statement for costs of such maintenance, repair or replacement from the Responsible Owner.

4. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law, remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A and Parcel B in accordance with the terms of this Agreement.

5. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

6. **Remedies and Enforcement.**

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A and the Owner of Parcel B. No consent or approval of any Owner or Permittee other than the Owner of Parcel A and the Owner of Parcel B shall be required in order to modify or amend any provisions of this Agreement.

(c) **Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) **No Wavier.** No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) **Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such

grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner: Core Commercial, Inc.
4004 E. Appleseed Drive
Appleton WI 54913

Parcel B Owner: Core Commercial, Inc.
4004 E. Appleseed Drive
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force

and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

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

Signature Pages of Owners to follow

EXHIBIT A

LEGAL DESCRIPTION – PARCEL A

Lot 3 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION – PARCEL B

Lot 2 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

**EASEMENT AGREEMENT
FOR SANITARY SEWER SYSTEM
AND WATERMAIN SYSTEM**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2018, ("Effective Date") by and between **Geneva Business Centre, LLC**, a Wisconsin limited liability company ("GBC") and **Core Commercial Inc.**, Wisconsin corporation ("**Core**").

RECITALS

- A. GBC is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel B").
- C. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit C, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel C").
- D. GBC and Core propose to provide a nonexclusive easements for the tapping into and drainage of sanitary sewerage and for tapping into and obtaining water from the existing lines and lines to be constructed on Parcel A, Parcel B and Parcel as set forth on the site plan attached hereto an incorporated by reference as "Exhibit D" ("Site Plan").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GBC and Core hereby agree as follows:

1. **Incorporation.** Recitals A through D above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions.** For purposes hereof:

(a) The term "Owner" shall mean GBC and Core, in respect to their individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale,

Return to:

Attorney Jennifer W. Koepl
Koepl Law Offices, S.C.
P.O. Box 270
Wild Rose WI 54984-0270

Tax Parcel No.: _____

assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit D and by reference made a part hereof. The Site Plan shown on the Site Plan has been approved by GBC and Core.

(e) The term "Sanitary Sewer Easement Area" shall mean a fifteen foot (15') wide area as identified on the Site Plan, and legally described on "Exhibit E" attached hereto and incorporated herein by reference.

(f) The term "Watermain Easement Area" shall mean a twenty foot (20') wide area as identified on the Site Plan, and legally described on "Exhibit F" attached hereto and incorporated herein by reference.

2. **Grants of Easement.** GBC and Core hereby grant, establish, covenant and agree that the Parcels, all Owners and Permittees of the Parcels and their respective employees, agents, contractors, customers, invitees and licensees, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which are hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels:

(a) **Sanitary Sewer Easement.** A fifteen foot (15') wide permanent nonexclusive easement within the Sanitary Sewer Easement Area, including the right and authority to allow Core, its heirs, successors and assigns, at its cost, to tap into and drain sanitary sewage from Parcel B and Parcel C through the existing private sanitary sewer pipe located on Parcel A. Core hereby represents, agrees and warrants that Core's connection to the present underground sanitary sewer system located on Parcel A shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of the City of Lake Geneva, Walworth County and the State of Wisconsin. Core further represents that all inspections necessary for the completion of such installation will be undertaken as required. Notwithstanding anything else set forth herein, except as otherwise specifically agreed to in writing between the Parties and recorded in the records of Walworth County, no portion of the sanitary sewer system shall be located above the surface of the ground.

(b) **Watermain Easement.** A twenty foot (20') wide permanent nonexclusive easement within the Watermain Easement Area, including the right and authority to allow Core, its heirs, successors and assigns, at its cost, to tap into and access water for Parcel B and Parcel C through the existing water line pipe located on Parcel A, and the right of GBC, its heirs, successors and assigns to access water for Parcel A through the water line loop to be constructed on Parcel B and Parcel C, as identified on the Site Plan. Core hereby represents, agrees and warrants that Core's connection to the present watermain system located on Parcel A shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of the City of Lake Geneva, Walworth County and the State of Wisconsin. Core further represents that all inspections necessary for the completion of such installation will be undertaken as required. Notwithstanding anything else set forth herein, except as otherwise specifically agreed to in writing between the Parties and recorded in the records of Walworth County, no portion of the sanitary sewer system shall be located above the surface of the ground.

3. **Maintenance and Repair.**

(a) Core will, at its sole cost and expense and promptly after completion of its work replace the surface (including, without limitation, the surface paving) and subsurface of the soil as may be disturbed in tapping into the present sanitary sewer pipe and watermain line located within the Sanitary Sewer Easement Area and Watermain Easement Area, respectively. Core covenants and agree that it shall be responsible for initiating, maintaining, and providing supervisions of safety precautions and programs in connection with the location, construction, installation, inspection, maintenance, relocation and replacement of Core's facilities within the easement. Core shall erect and maintain, as required by existing conditions and the work being undertaken by Core, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent property and utilities. Core shall also be responsible for all measures reasonably necessary to protect any property adjacent to the easement and the Parcel A property and Parcel A improvements therein from damage due to the activities of Core and Core's contractors and agents under this easement. Any damage to such property or improvements shall be promptly repaired by Core. In the event Core fails to take any action required by this Paragraph, GBC shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be payable on demand by the Core.

(b) Upon completion of the connection to the private sanitary sewer and watermain loop, GBC, Core, and their heirs, successors and assigns, shall thereafter share proportionately in all expenses necessary for the maintenance and repair of the private sanitary sewer and watermain loop. Proportionate share shall be determined by a fraction, the numerator of which is square footage of the completed improvements on each Owner's respective Parcel(s) and the denominator of which is the square footage of all Parcels.

4. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law,

remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A, Parcel B and Parcel C in accordance with the terms of this Agreement.

5. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

6. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) **Lien Rights.** Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior

to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7. **Miscellaneous.**

(a) Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C. No consent or approval of any Owner or Permittee other than the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C shall be required in order to modify or amend any provisions of this Agreement.

(c) Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) No Wavier. No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner, the Parcel B Owner and the Parcel C Owner are as follows:

Parcel A Owner: Geneva Business Centre LLC
c/o Keefe & Associates, Inc.
751 Geneva Parkway N
Lake Geneva WI 53147-4579

Parcel B Owner: Core Commercial, Inc.

4004 E. Appleseed Drive
Appleton WI 54913

Parcel C Owner: Core Commercial, Inc.
4004 E. Appleseed Drive
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

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

Signature Pages of Owners to follow

**PARCEL A OWNER:
Geneva Business Centre, LLC**

By: _____
Thomas Keefe, Member

By: _____
Roger Wolff, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Thomas Keefe and Roger Wolff, known to me to be the only Members of Geneva Business Center, LLC, on behalf of the limited liability company.

Printed: _____
Notary Public, State of Wisconsin
My commission expires/is _____

EXHIBIT A

LEGAL DESCRIPTION – PARCEL A

Lot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT B

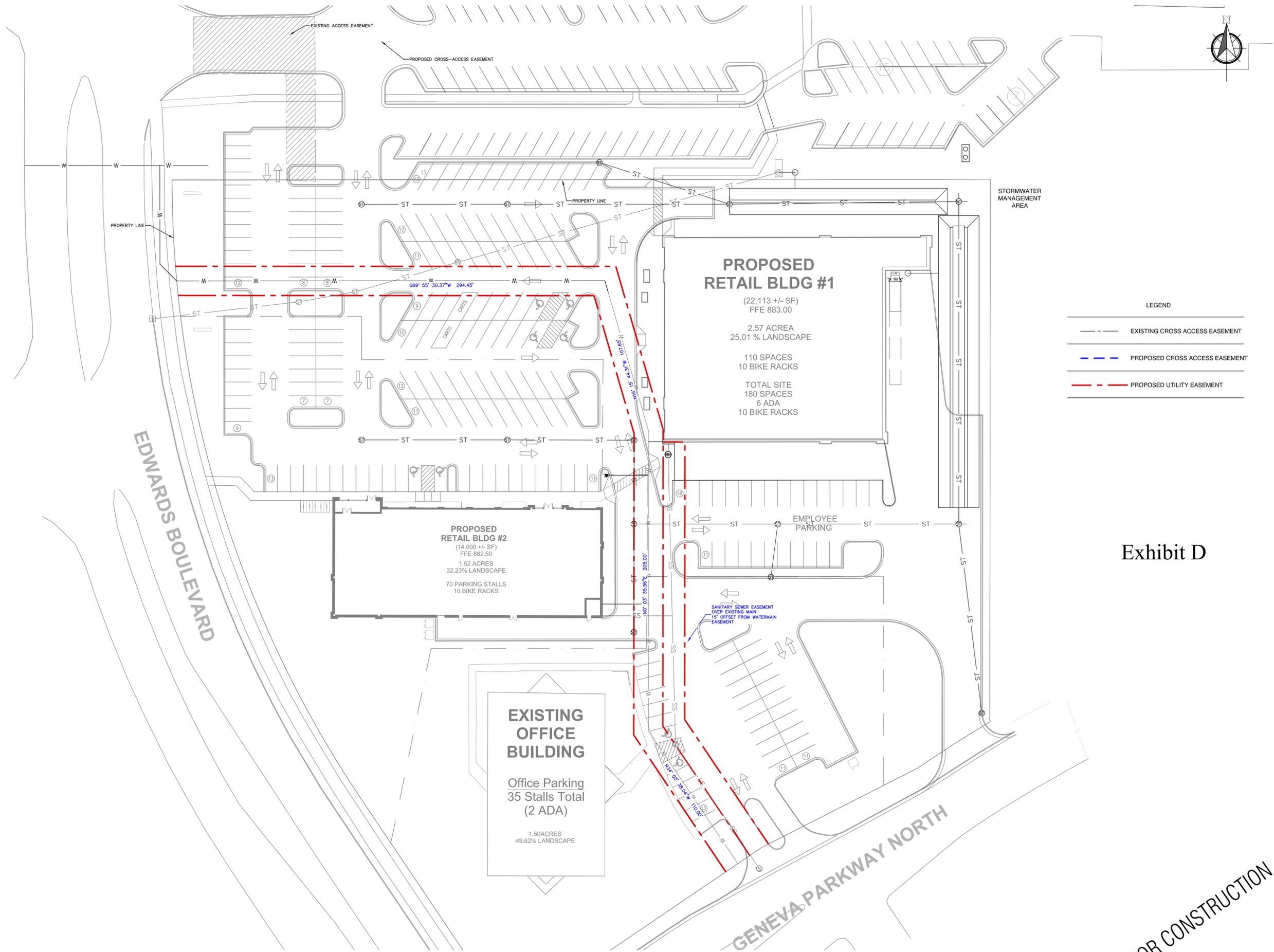
LEGAL DESCRIPTION – PARCEL B

Lot 2 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION – PARCEL C

Lot 3 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on _____, 2018, as Document No. _____, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.



**PROPOSED
RETAIL BLDG #1**

(22,113 +/- SF)
FFE 883.00
2.57 ACREA
25.01 % LANDSCAPE
110 SPACES
10 BIKE RACKS
TOTAL SITE
180 SPACES
6 ADA
10 BIKE RACKS

**PROPOSED
RETAIL BLDG #2**

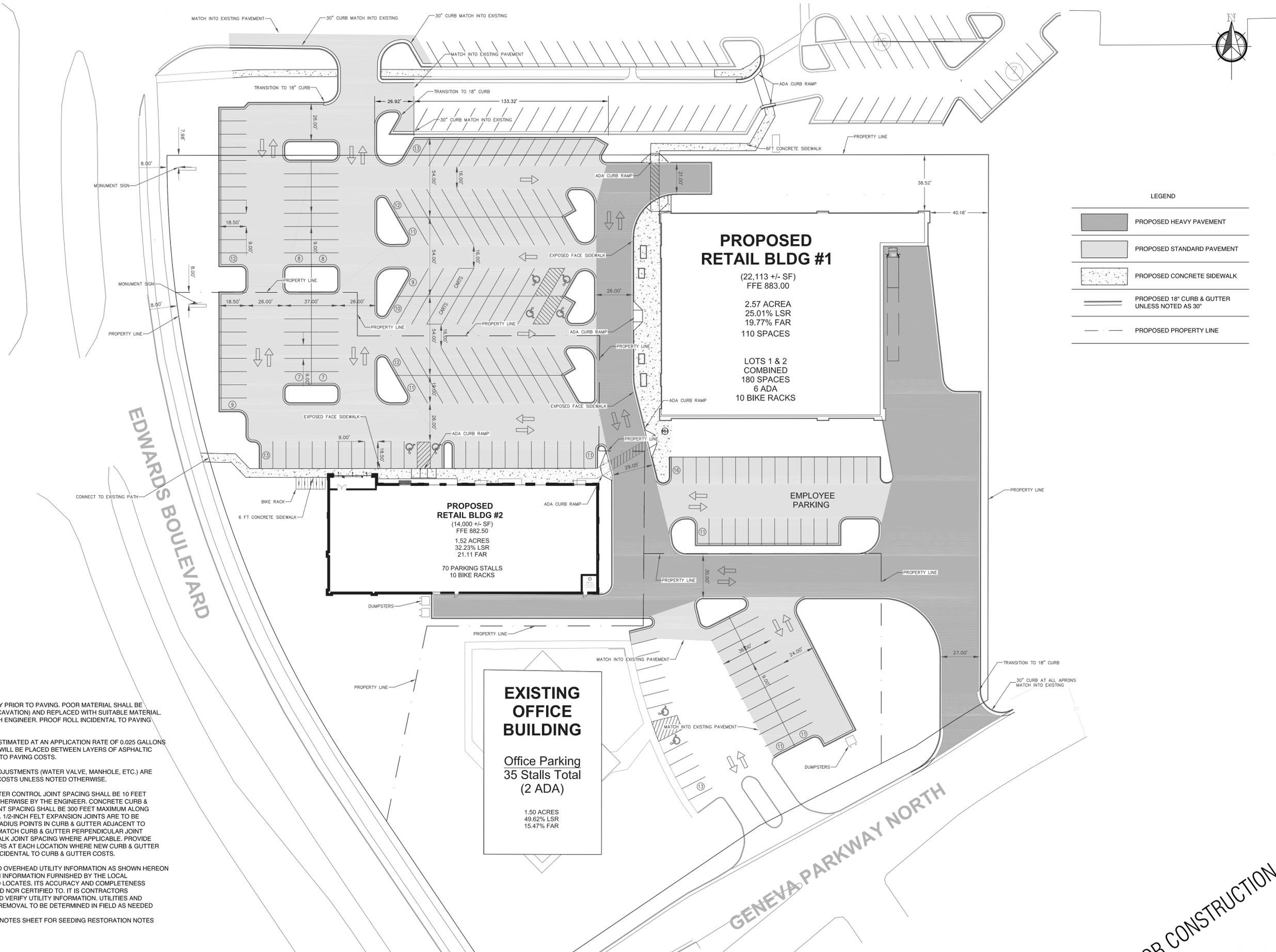
(14,000 +/- SF)
FFE 882.50
1.52 ACRES
32.23% LANDSCAPE
70 PARKING STALLS
10 BIKE RACKS

**EXISTING
OFFICE
BUILDING**

Office Parking
35 Stalls Total
(2 ADA)
1.50ACRES
49.62% LANDSCAPE

Exhibit D





LEGEND

	PROPOSED HEAVY PAVEMENT
	PROPOSED STANDARD PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED 18" CURB & GUTTER UNLESS NOTED AS 30"
	PROPOSED PROPERTY LINE

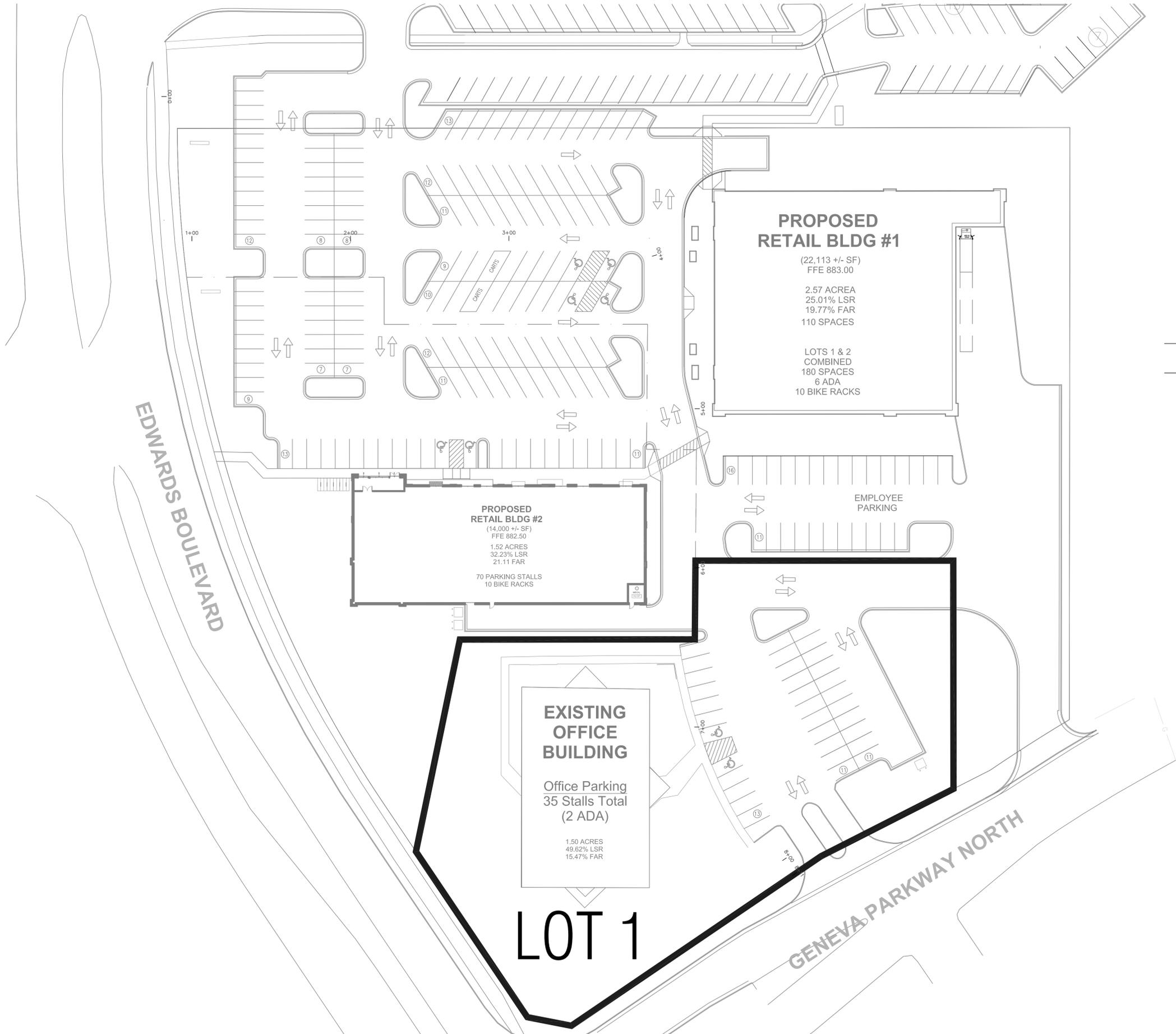
PROPOSED RETAIL BLDG #1
 (22,113 +/- SF)
 FFE 883.00
 2.57 ACREA
 25.01% LSR
 19.77% FAR
 110 SPACES
 LOTS 1 & 2 COMBINED
 180 SPACES
 6 ADA
 10 BIKE RACKS

PROPOSED RETAIL BLDG #2
 (14,000 +/- SF)
 FFE 882.50
 1.52 ACRES
 32.23% LSR
 21.11 FAR
 70 PARKING STALLS
 10 BIKE RACKS

EXISTING OFFICE BUILDING
 Office Parking
 35 Stalls Total
 (2 ADA)
 1.50 ACRES
 49.62% LSR
 15.47% FAR

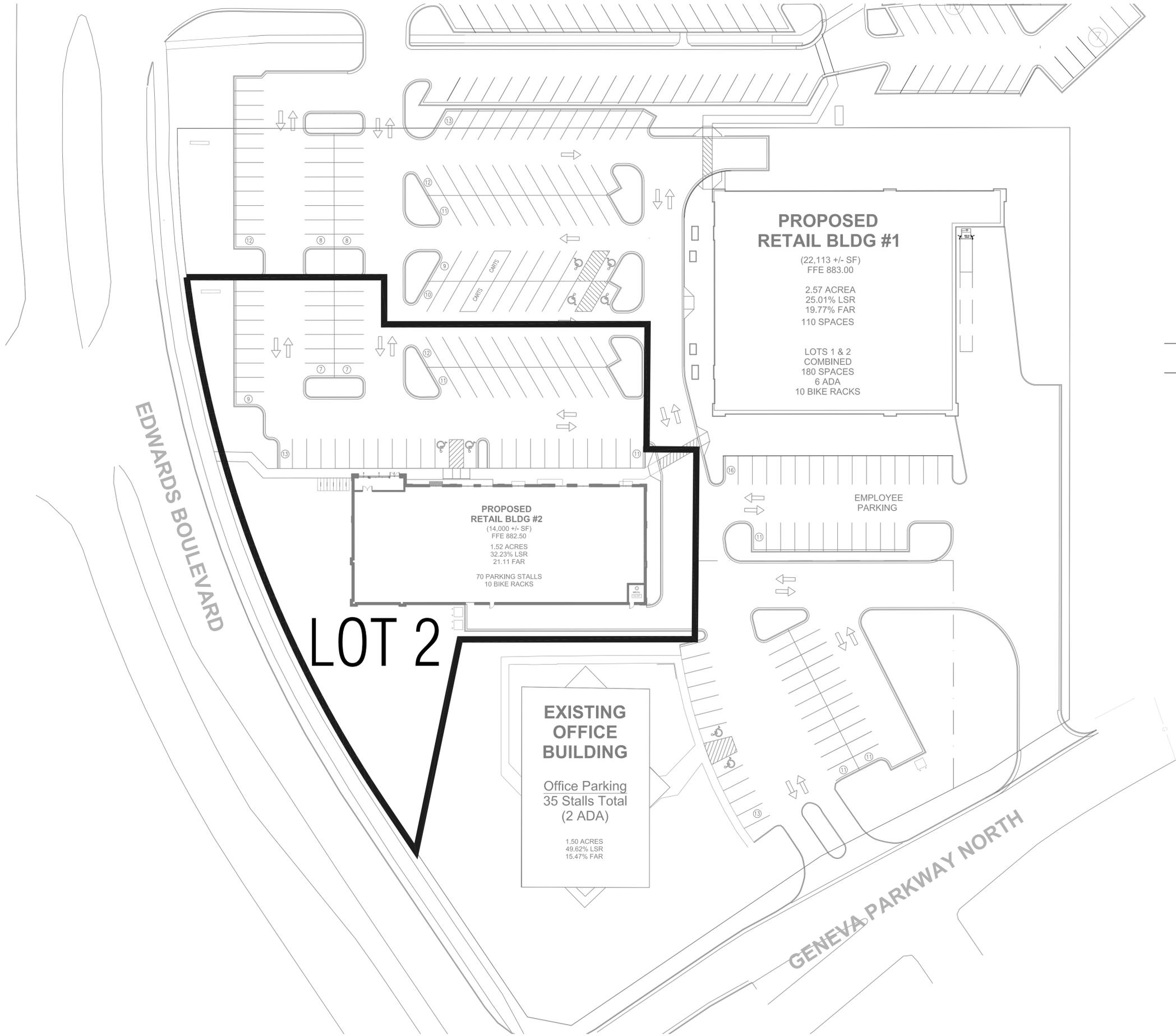
- SITE PLAN NOTES**
1. PROOF ROLL NECESSARY PRIOR TO PAVING. POOR MATERIAL SHALL BE REMOVED (COMMON EXCAVATION) AND REPLACED WITH SUITABLE MATERIAL. CONFIRM MATERIAL WITH ENGINEER. PROOF ROLL INCIDENTAL TO PAVING COSTS.
 2. TACK COAT HAS BEEN ESTIMATED AT AN APPLICATION RATE OF 0.025 GALLONS PER SQUARE YARD AND WILL BE PLACED BETWEEN LAYERS OF ASPHALTIC PAVEMENT, INCIDENTAL TO PAVING COSTS.
 3. ANY EXISTING UTILITY ADJUSTMENTS (WATER VALVE, MANHOLE, ETC.) ARE INCIDENTAL TO PAVING COSTS UNLESS NOTED OTHERWISE.
 4. CONCRETE CURB & GUTTER CONTROL JOINT SPACING SHALL BE 10 FEET UNLESS AUTHORIZED OTHERWISE BY THE ENGINEER. CONCRETE CURB & GUTTER EXPANSION JOINT SPACING SHALL BE 300 FEET MAXIMUM ALONG TANGENTS AND CURVES. 1/2-INCH FELT EXPANSION JOINTS ARE TO BE CONSTRUCTED AT ALL RADIUS POINTS IN CURB & GUTTER ADJACENT TO ASPHALTIC PAVEMENT. MATCH CURB & GUTTER PERPENDICULAR JOINT SPACING TO THE SIDEWALK JOINT SPACING WHERE APPLICABLE. PROVIDE COATED DRILLED TIE BARS AT EACH LOCATION WHERE NEW CURB & GUTTER JOINS WITH EXISTING, INCIDENTAL TO CURB & GUTTER COSTS.
 5. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY THE LOCAL MUNICIPALITY AND FIELD LOCATES. ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO. IT IS CONTRACTORS RESPONSIBILITY TO FIELD VERIFY UTILITY INFORMATION. UTILITIES AND ADDITIONAL ITEMS FOR REMOVAL TO BE DETERMINED IN FIELD AS NEEDED.
 6. SEE EROSION CONTROL NOTES SHEET FOR SEEDING RESTORATION NOTES.





LEGEND





**PROPOSED
RETAIL BLDG #1**

(22,113 +/- SF)
FFE 883.00

2.57 ACREA
25.01% LSR
19.77% FAR
110 SPACES

LOTS 1 & 2
COMBINED
180 SPACES
6 ADA
10 BIKE RACKS

**PROPOSED
RETAIL BLDG #2**

(14,000 +/- SF)
FFE 882.50

1.52 ACRES
32.23% LSR
21.11 FAR
70 PARKING STALLS
10 BIKE RACKS

**EXISTING
OFFICE
BUILDING**

Office Parking
35 Stalls Total
(2 ADA)

1.50 ACRES
49.62% LSR
15.47% FAR

LOT 2

EDWARDS BOULEVARD

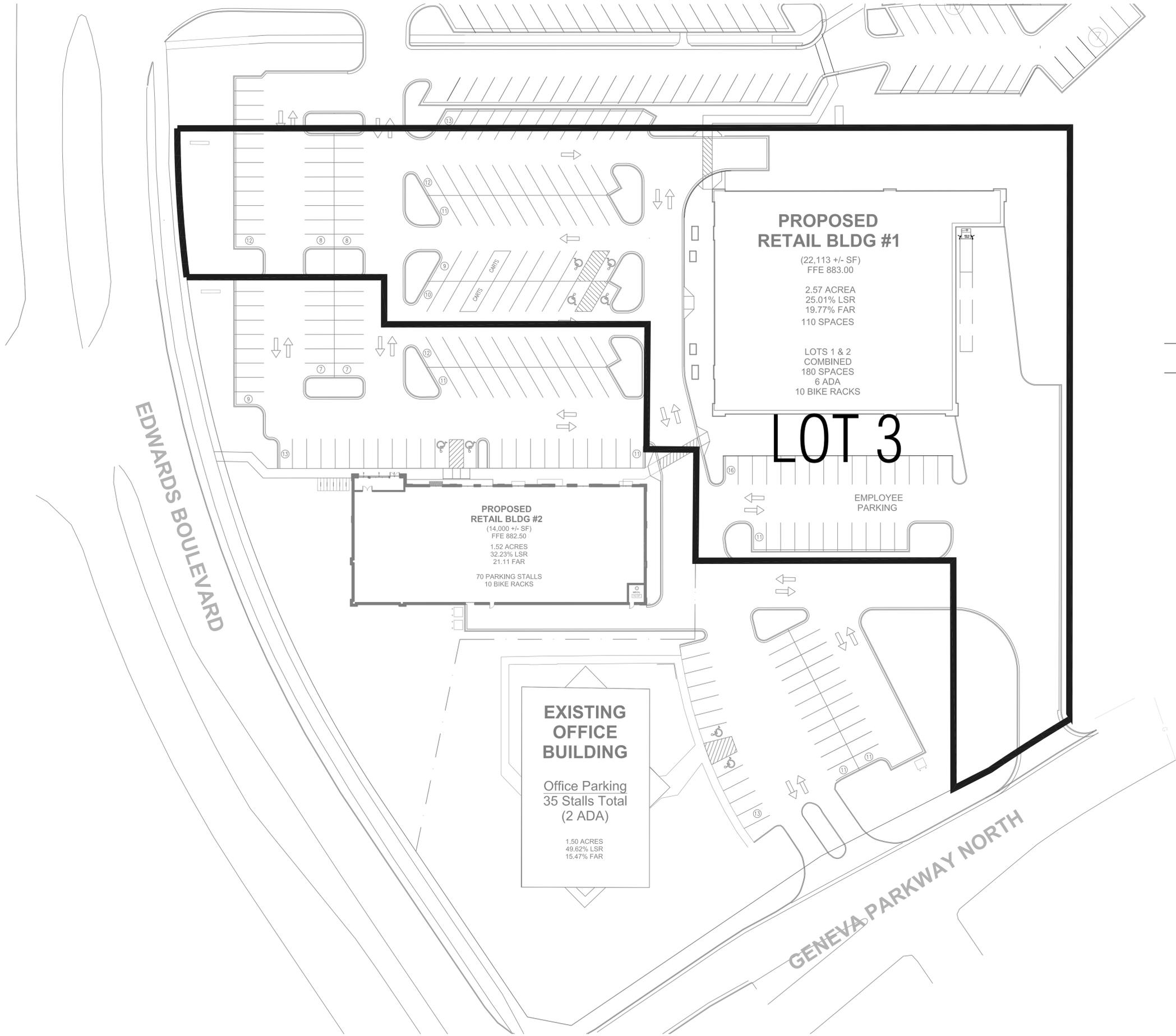
GENEVA PARKWAY NORTH



LEGEND

--- PROPOSED PROPERTY LINE





**PROPOSED
RETAIL BLDG #1**

(22,113 +/- SF)
FFE 883.00

2.57 ACRES
25.01% LSR
19.77% FAR
110 SPACES

LOTS 1 & 2
COMBINED
180 SPACES
6 ADA
10 BIKE RACKS

LOT 3

**PROPOSED
RETAIL BLDG #2**

(14,000 +/- SF)
FFE 882.50

1.52 ACRES
32.23% LSR
21.11 FAR

70 PARKING STALLS
10 BIKE RACKS

**EXISTING
OFFICE
BUILDING**

Office Parking
35 Stalls Total
(2 ADA)

1.50 ACRES
49.62% LSR
15.47% FAR



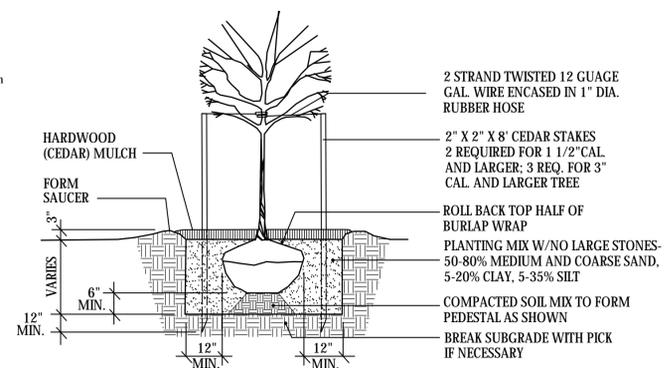
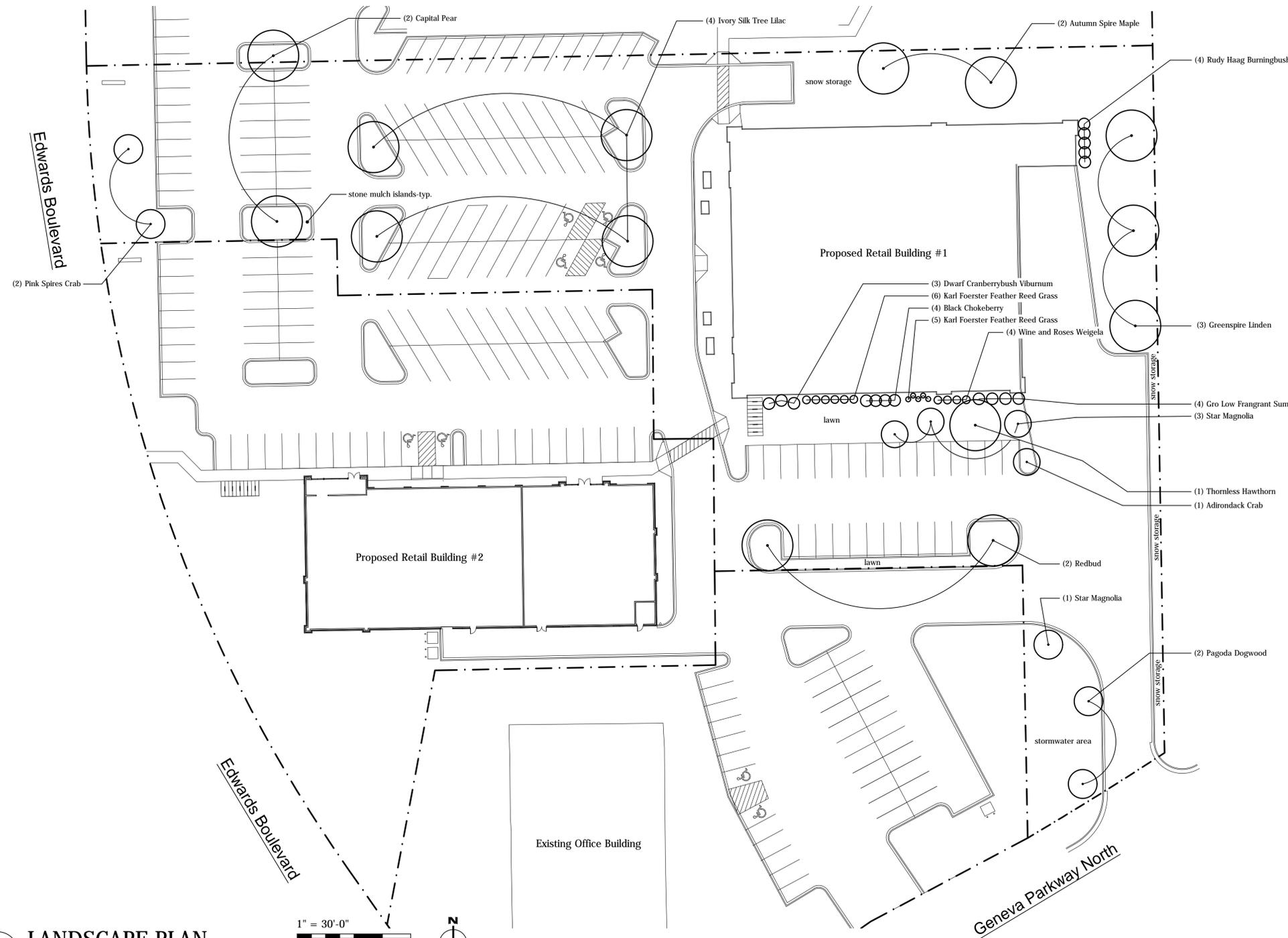
LEGEND

--- PROPOSED PROPERTY LINE

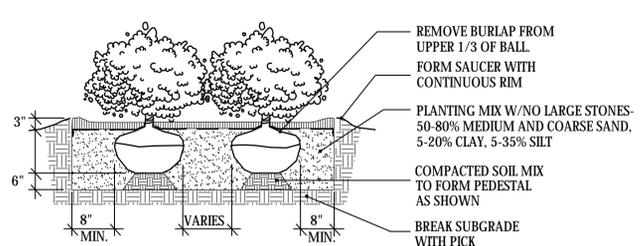
EDWARDS BOULEVARD

GENEVA PARKWAY NORTH

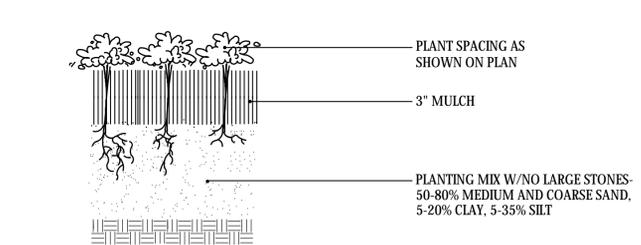




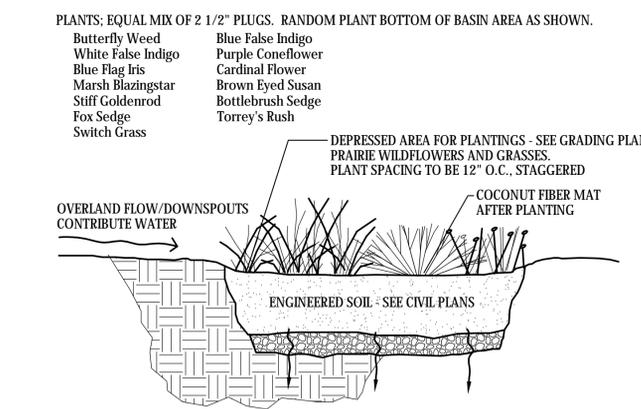
2 TREE PLANTING
NTS



3 SHRUB PLANTING
NTS

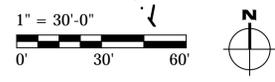


4 PERENNIAL PLANTING
NTS



5 BIOINFILTRATION AREA PLANTS
NTS

1 LANDSCAPE PLAN



- Notes:**
- Individual tree and shrub groupings found within lawn areas are to receive wood mulch rings and/or wood mulch beds consisting of a mixture of recycled brown dyed wood mulch spread to a 3" min. depth over a pre-emergent herbicide.
 - "Edging" to be professional grade polyethylene lawn edging available in 20' flat strips. Basis of Design: Valley View Black Diamond. Valley View Industries. (www.valleyviewintl.com/professionals/)
 - "Lawn" areas shall be finish graded and seeded at a rate of 4 lbs. per 1,000 sq. ft. Basis of Design: Madison Parks Lawn Seed Mix. EarthCarpet Corporation. (www.seedsolutions.com)
 - Unless otherwise indicated, plant beds to receive locally available, clean washed 1 1/2" - 2 1/2" durable landscape stone spread to a 3" min. depth over a commercial grade weed barrier fabric.
 - Maintenance, watering and warranty of plants to extend for 12 months after project completion/acceptance. Maintenance, watering and warranty period for seed to extend 60 days from project completion/acceptance of installation.

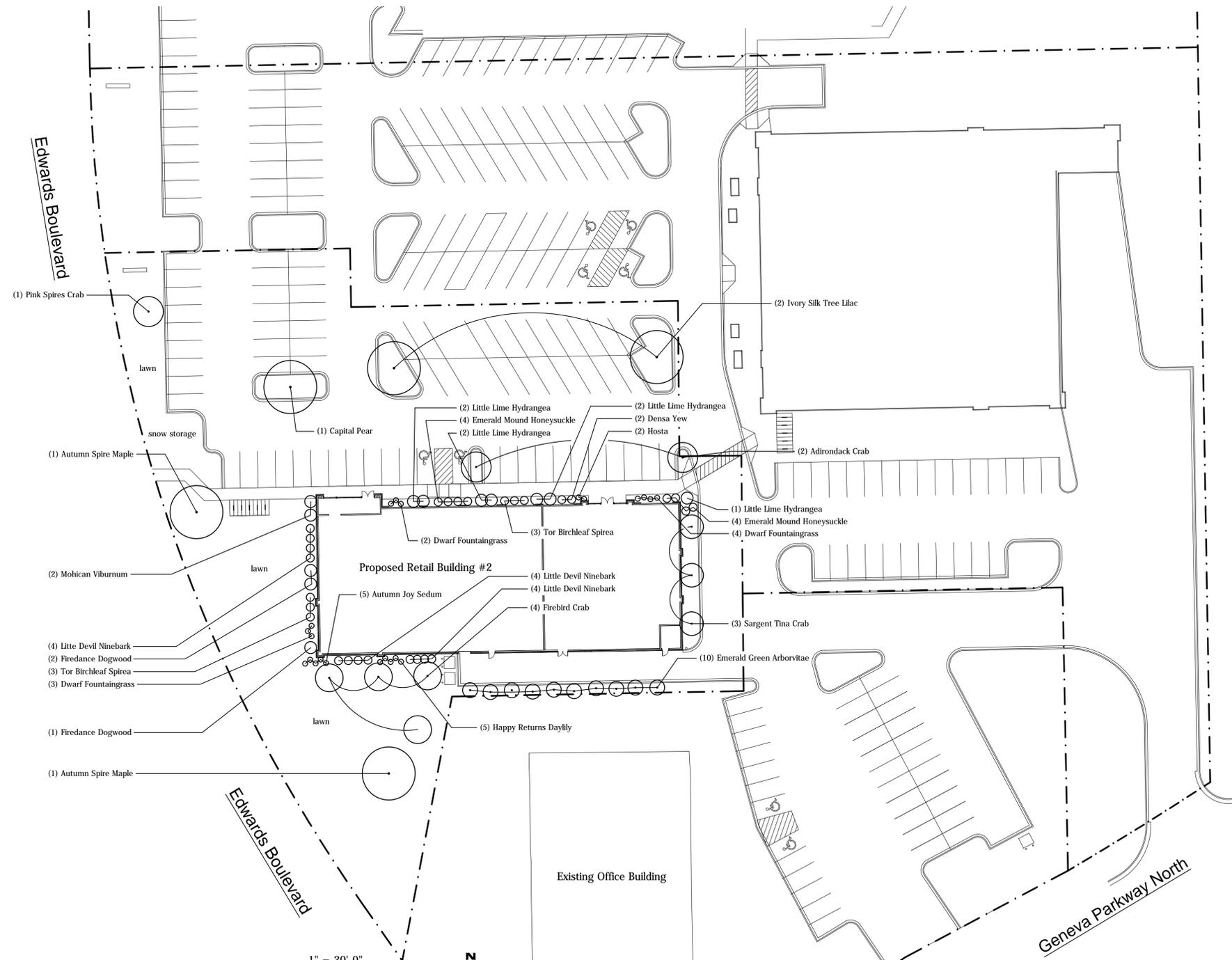
Article VI: Landscaping and Bufferyard Regulations
Zoning: Planned Business Development
Landscape Requirement Measurements

Building Foundations:	40 landscape points per 100 lf	Site	Min. Required Points
Developed Lot:	10 landscape points per 1,000 gross floor area	656 lf	263
Street Frontage:	40 landscape points per 100 lf	22,450 sf	225
Area of Paved Areas:	80 landscape points per 10,000 sf	179 lf	72
Total Points Required		58,840 sf	471
			1,031

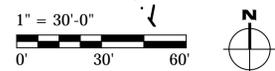
Landscaping Points and Min. Installation Sizes:

Plant Category	Min. size	Points	Proposed Qty.	Points
Climax Tree	2" cal.	75	14	1,050
Tall Deciduous Tree	1 1/2" cal.	30	5	150
Med. Deciduous Tree	6" tall	15	-	-
Tall Evergreen Tree	5" tall	40	-	-
Tall Deciduous Shrub	36" tall	5	3	15
Low Deciduous Shrub	18" tall	1	15	15
Total Points Proposed				1,230

TREES		
Redbud	<i>Cercis canadensis</i> 'Columbus Strain'	2" cal.
Pink Spires Crab	<i>Malus Pink Spires</i>	6" ht.
Pagoda Dogwood	<i>Cornus alternifolia</i>	1 1/2" cal.
Capital Pear	<i>Pyrus calleryana</i> 'Capital'	2" cal.
Ivory Silk Tree Lilac	<i>Syringa reticulata</i> 'Ivory Silk'	2" cal.
Autumn Spire Maple	<i>Acer rubrum</i> 'Autumn Spire'	2" cal.
Greenspire Littleleaf Linden	<i>Tilia cordata</i> 'Greenspire'	2" cal.
Thornless Cocksbur Hawthorn	<i>Crataegus crus-galli</i> 'inermis'	1 1/2" cal.
Adirondack Crab	<i>Malus 'Adirondack'</i>	6" ht.
SHRUBS		
Dwarf Cranberrybush Viburnum	<i>Viburnum trilobum</i> 'Compactum'	18" ht.
Rudy Haag Burningbush	<i>Euonymus alatus</i> 'Rudy Haag'	18" ht.
Wine and Roses Weigela	<i>Weigela florida</i> 'Alexandra'	18" ht.
Gro low Frangrant Sumac	<i>Rhus aromatica</i>	18" ht.
Star Magnolia	<i>Magnolia stellata</i>	36" ht.
Black Chokeberry	<i>Aronia melanocarpa</i>	18" ht.
PERENNIALS		
Karl Foerster Feather Reed Grass	<i>Calamagrostis acutiflora</i> 'Karl Foerster'	1 gal.



1 LANDSCAPE PLAN



- Notes:**
- Individual tree and shrub groupings found within lawn areas are to receive wood mulch rings and/or wood mulch beds consisting of a mixture of recycled brown dyed wood mulch spread to a 3" min. depth over a pre-emergent herbicide.
 - "Edging" to be professional grade polyethylene lawn edging available in 20' flat strips. Basis of Design: Valley View Black Diamond. Valley View Industries. (www.valleyviewind.com/professionals/)
 - "Lawn" areas shall be finish graded and seeded at a rate of 4 lbs. per 1,000 sq. ft. Basis of Design: Madison Parks Lawn Seed Mix. EarthCarpet Corporation. (www.seedsolutions.com)
 - Unless otherwise indicated, plant beds to receive locally available, clean washed 1 1/2" - 2 1/2" durable landscape stone spread to a 3" min. depth over a commercial grade weed barrier fabric.
 - Maintenance, watering and warranty of plants to extend for 12 months after project completion/acceptance. Maintenance, watering and warranty period for seed to extend 60 days from project completion/acceptance of installation.

Article VI: Landscaping and Bufferyard Regulations
Zoning: Planned Business Development
Landscape Requirement Measurements

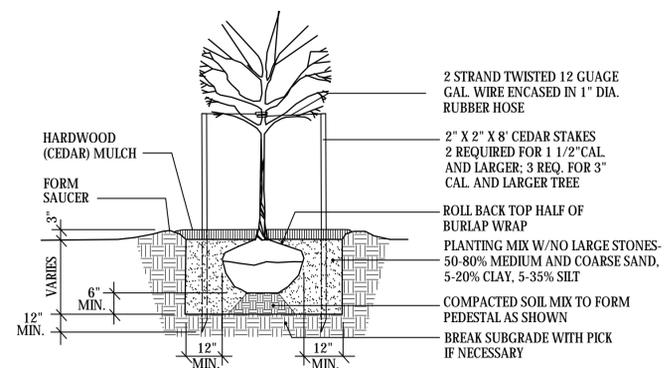
Building Foundations:	40 landscape points per 100 lf
Developed Lot:	10 landscape points per 1,000 gross floor area
Street Frontage:	40 landscape points per 100 lf
Area of Paved Areas:	80 landscape points per 10,000 sf
Total Points Required	712

Landscaping Points and Min. Installation Sizes:		Proposed	
Plant Category	Min. size	Points	Qty. Points
Climax Tree	2' cal.	75	5 375
Tall Deciduous Tree	1 1/2' cal.	30	-
Med. Deciduous Tree	6' tall	15	7 105
Tall Evergreen Tree	5' tall	40	10 400
Tall Deciduous Shrub	36" tall	5	11 55
Low Deciduous Shrub	18" tall	1	27 27
Total Points Proposed			962

TREES		
Pink Spires Crab	Malus Pink Spires	6' ht.
Fire Bird Crab	Malus sergentii 'Select A'	6' ht.
Emerald Green Arborvitae	Thuja emerald	6' ht.
Capital Pear	Pyrus calleryana 'Capital'	2" cal.
Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'	2" cal.
Autumn Spire Maple	Acer rubrum 'Autumn Spire'	2" cal.
Adirondack Crab	Malus 'Adirondack'	6' ht.
Sargent Tina Crab	Malus sergentii 'Tina'	6' ht.

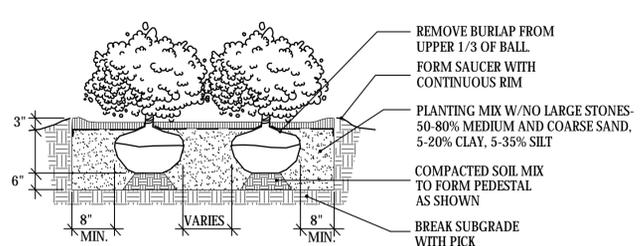
SHRUBS		
Little Devil Ninebark	Physocarpus opulifolius 'Little Devil'	18" ht.
Little Lime Hydrangea	Hydrangea paniculata 'Little Lime'	18" ht.
Emerald Mound Honeysuckle	Lonicera xylosteum 'Emerald Mound'	18" ht.
Mohican Viburnum	Viburnum lantana 'Mohican'	18" ht.
Tor Birchleaf Spirea	Spiraea betulifolia 'Tor'	18" ht.
Firedance Dogwood	Cornus sericea 'Bailadeline'	18" ht.
Densa Yew	Taxus cuspidata 'Densata'	18" ht.

PERENNIALS		
Autumn Joy Sedum	Sedum spectabile 'Autumn Joy'	1 gal.
Dwarf Fountaingrass	Pennisetum alopecuroides 'Hameln'	1 gal.
Happy Returns Daylily	Hemerocallis 'Happy Returns'	1 gal.
Varieted Hosta	Hosta sieboldiana 'Elegans'	1 gal.



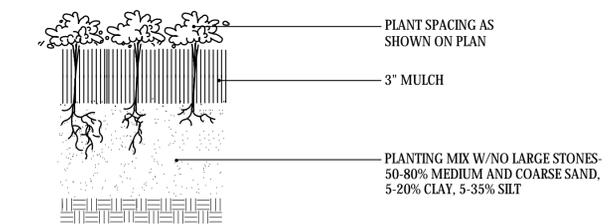
2 TREE PLANTING

NTS



3 SHRUB PLANTING

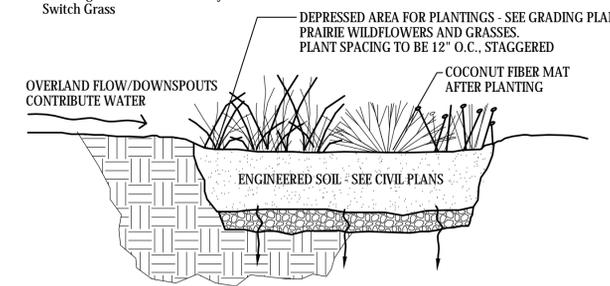
NTS



4 PERENNIAL PLANTING

NTS

- PLANTS: EQUAL MIX OF 2 1/2" PLUGS. RANDOM PLANT BOTTOM OF BASIN AREA AS SHOWN.
- Butterfly Weed
 - White False Indigo
 - Blue Flag Iris
 - Marsh Blazingstar
 - Stiff Goldenrod
 - Fox Sedge
 - Switch Grass
 - Blue False Indigo
 - Purple Coneflower
 - Cardinal Flower
 - Brown Eyed Susan
 - Bottlebrush Sedge
 - Torrey's Rush



5 BIOINFILTRATION AREA PLANTS

NTS

CONTRACTOR:
 MILLER ELECT. CO
 INC
 313 WEST VINE
 STREET
 MILWAUKEE WI
 53212
 414-265-2521
 DEL McCLURE

**ROSS ANCHORED SITE - LAKE GENEVA
 RAB - LITHONIA VE OPTIONS**

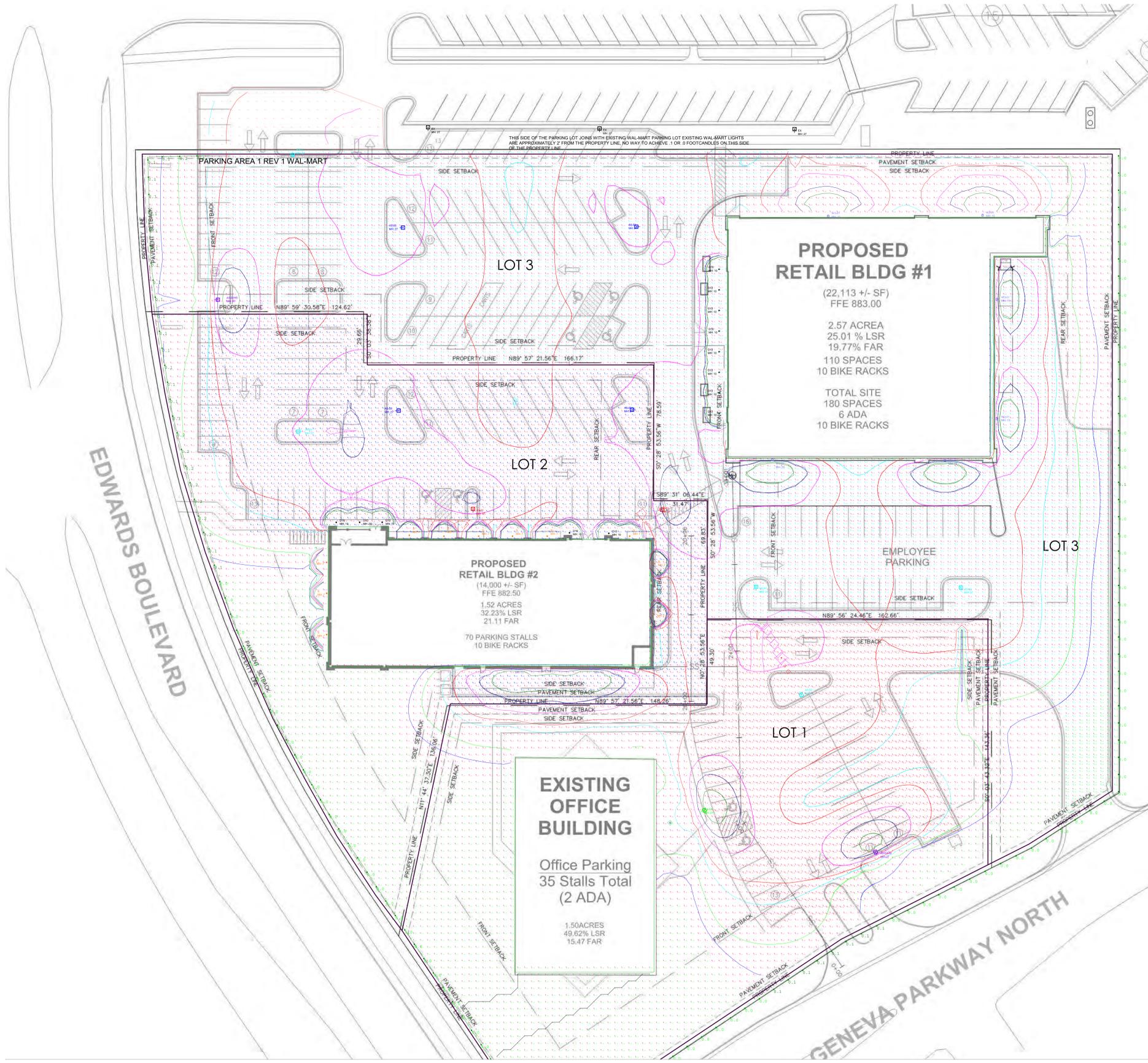
Scale: Feet

Date: 3/28/2018

Drawn By
 Eric Svobda
 Lighting Designer
 Viking Electric Supply
 Phone: 414-773-4451
 Email: eric.svobda@vikingelectric.com

FLOOR PLAN

Revisions:
 1. REVISED LAYOUT
 2. REVISED ZONES
 3.



ROSS PARKING
 Scale: 1 inch= 25 Ft.

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERALL SITE REV 1	Illuminance	Fc	1.18	52.9	0.0	N.A.	N.A.
PARKING AREA 1 REV 1 WAL-MART	Illuminance	Fc	1.51	2.4	0.4	3.78	6.00
PARKING AREA LOT 1	Illuminance	Fc	1.39	4.8	0.1	13.90	48.00
PARKING AREA LOT 2	Illuminance	Fc	2.41	54.0	0.2	12.05	270.00
PARKING AREA LOT 3	Illuminance	Fc	1.51	15.0	0.0	N.A.	N.A.
PROPERTY LINE REV 1	Illuminance	Fc	0.03	0.4	0.0	N.A.	N.A.

Tag	Symbol	Qty	Lum. Lumens	Total Watts	LLF	Description
A3-01	[Symbol]	2	7264	131.2	0.980	RAB - LOT3T65_D10
A3-02	[Symbol]	1	12807	110.3	0.980	RAB - LOT3T110_D10
A3-02HS	[Symbol]	2	8959	221.4	0.900	LOT3T110_D10_HS
A5-02	[Symbol]	5	12876	554	0.980	RAB - LOT5T110_D10
A5-03	[Symbol]	4	18324	645.2	0.980	RAB - LOT5T160_D10
W3-01	[Symbol]	8	6855	441.6	0.900	RAB - ALED3T50 - RWLED3T50SF - WPLED3T50 (TYPE III)
D10	[Symbol]	13	1677	260	0.900	RAB - ND6R20D-NDLED6RD-60N-W-W
S	[Symbol]	11	2789	381.59	1.000	LITHONIA - LDN6CYL 50/10 LOGAR LS MVOLT EZ10 WM DDB WL
EX	[Symbol]	3	12807	330.9	0.900	EXISTING WAL-MART FIXTURE ESTIMATED 12000 LUMEN

CONTRACTOR:
MILLER ELECT. CO
INC
313 WEST VINE
STREET
MILWAUKEE WI
53212
414-265-2521
DELT McCLURE

ROSS ANCHORED SITE - LAKE GENEVA
RAB - LITHONIA VE OPTIONS

Scale: Feet

Date: 3/28/2018

Drawn By
Eric Svobda
Lighting Designer
Viking Electric Supply
Phone: 414-773-4451
Email: eric.svobda@vikingelectric.com

CUTSHEETS

Revisions:
1. REVISED LAYOUT
2. REVISED ZONES

PS4-11-25D2 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Lamp Info **Ballast Info**

Type:	N/A	Type:	N/A
Watts:	0W	Watts:	120W
Ballast:	N/A	Ballast:	N/A
Base:	N/A	Base:	N/A
Hours:	N/A	Hours:	N/A
Input Voltage:	N/A	Input Voltage:	0W
Lamp Lifetime:	N/A	Lamp Lifetime:	N/A
Efficiency:	N/A	Efficiency:	N/A

Weight: 18.0 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 6.7% at 120, 8.1% at 277V

Power Factor: 98.3% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : TYPE A3-01 POLE - PS4-11-25D2

LOT3T65/D10 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	65W
Watts:	208V	0.85A	Color Temp:	5000K
Ballast:	240V	0.85A	Color Accuracy:	72 CRI
Base:	240V	0.85A	L70 lifespan:	100000
Hours:	277V	0.85A	Lumens:	7264
Input Voltage:	277V	0.85A	Input Voltage:	110V
Lamp Lifetime:	Efficiency:	99%	Efficiency:	111 LPW

Weight: 20.9 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 7.3% at 120, 10.7% at 277V

Power Factor: 98.2% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : type c3-01 - LOT3T65_D10

LOT3T110/D10 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	110W
Watts:	208V	0.85A	Color Temp:	5000K
Ballast:	240V	0.85A	Color Accuracy:	72 CRI
Base:	240V	0.85A	L70 lifespan:	100000
Hours:	277V	0.85A	Lumens:	13817
Input Voltage:	277V	0.85A	Input Voltage:	110V
Lamp Lifetime:	Efficiency:	99%	Efficiency:	111 LPW

Weight: 20.9 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 6.7% at 120, 9.1% at 277V

Power Factor: 98.2% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : type c3-02 - LOT3T110_D10

LOT3T65/D10/HS **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	65W
Watts:	208V	0.85A	Color Temp:	5000K
Ballast:	240V	0.85A	Color Accuracy:	72 CRI
Base:	240V	0.85A	L70 lifespan:	100000
Hours:	277V	0.85A	Lumens:	6982
Input Voltage:	277V	0.85A	Input Voltage:	110V
Lamp Lifetime:	Efficiency:	99%	Efficiency:	77 LPW

Weight: 20.9 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 7.3% at 120, 10.7% at 277V

Power Factor: 98.3% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : TYPE A3-02HS - LOT3T65_D10_HS

LOT5T110/D10 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	110W
Watts:	208V	0.85A	Color Temp:	5000K
Ballast:	240V	0.85A	Color Accuracy:	72 CRI
Base:	240V	0.85A	L70 lifespan:	100000
Hours:	277V	0.85A	Lumens:	13817
Input Voltage:	277V	0.85A	Input Voltage:	110V
Lamp Lifetime:	Efficiency:	99%	Efficiency:	116 LPW

Weight: 20.9 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 6.7% at 120, 8.1% at 277V

Power Factor: 98.3% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : type a5-02 - LOT5T110_D10

LOT5T160/D10 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	160W
Watts:	208V	0.85A	Color Temp:	5000K
Ballast:	240V	0.85A	Color Accuracy:	72 CRI
Base:	240V	0.85A	L70 lifespan:	100000
Hours:	277V	0.85A	Lumens:	16321
Input Voltage:	277V	0.85A	Input Voltage:	110V
Lamp Lifetime:	Efficiency:	99%	Efficiency:	114 LPW

Weight: 20.9 lbs

Technical Specifications

UL Listing: Suitable for wet locations.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 7.8% at 120, 14.3% at 277V

Power Factor: 98.2% at 120V, 98.3% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : type a5-03 - LOT5T160_D10

NDLED6RD-50N-W-W **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	See Rough-in*	Watts:	N/A
Watts:	208V	See Rough-in*	Color Temp:	4000K
Ballast:	240V	See Rough-in*	Color Accuracy:	90 CRI
Base:	240V	See Rough-in*	L70 lifespan:	100000
Hours:	277V	See Rough-in*	Lumens:	20000
Input Voltage:	277V	See Rough-in*	Input Voltage:	200V/240V
Lamp Lifetime:	Efficiency:	N/A	Efficiency:	N/A

Weight: 2.0 lbs

Technical Specifications

UL Listing: Suitable for wet locations, covered ceiling.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 6.7% at 120, 8.1% at 277V

Power Factor: 98.3% at 120V, 98.4% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Image File : TYPE D10 - NDLED6RD-50N-W-W

WPLED3T50 **RAB**

Project: _____ Type: _____
Prepared By: _____ Date: _____

Driver Info **LED Info**

Type:	120V	Constant Current	Watts:	50W
Watts:	208V	0.65A	Color Temp:	5000K
Ballast:	240V	0.65A	Color Accuracy:	71 CRI
Base:	240V	0.65A	L70 lifespan:	100000
Hours:	277V	0.65A	Lumens:	6885
Input Voltage:	277V	0.65A	Input Voltage:	124 LPW
Lamp Lifetime:	Efficiency:	97%	Efficiency:	124 LPW

Weight: 34.8 lbs

Technical Specifications

UL Listing: Suitable for wet locations as a downlight.

Color Stability: LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity: RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

IESNA LM-79 & IESNA LM-80 Testing: RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Electrical: Driver: Constant Current, Class 2, 105-277V, 5080 Hz, 120V: 0.5A, 208V: 0.26A, 240V: 0.28A, 277V: 0.25A

THD: 5.1% at 120V, 9.4% at 277V

Power Factor: 98.2% at 120V, 98.3% at 277V

Dimming Driver: Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dimm as low as 10%.

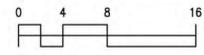
Surge Protection: L-N and L-GND MOV

LED Characteristics: Lifespan: 100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

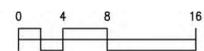
Image File : type W3-01 - WPLED3T50



1 WEST EXTERIOR ELEVATION
1/8"=1'-0"



2 EAST EXTERIOR ELEVATION
1/8"=1'-0"



COLOR LEGEND BY LRV% (LRV % = LIGHT REFLECTIVE VALUE)

THESE COLORS ARE BASED ON THE SHERWIN-WILLIAMS INTERIOR COLOR DECK. THEY REPRESENT TONE AND VALUE BY LRV % ONLY. ACTUAL LRV IS AFFECTED BY THE SURFACE APPLICATION AND TEXTURE. HEAVY TEXTURE SURFACES MUST BE LIGHTENED TO GIVE EQUIVALENT LRV LEVELS. EFS TEXTURE TO MATCH 130 STOLTIT 1.0 UNLESS OTHERWISE NOTED.

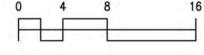
NO.	COLOR NAME	SW NUMBER	STRIP	LRV%
1	DOVER WHITE	SW 6385	C	83%
2	TATAMI TAN	SW 6116	17	30%

DETAILS:

- R1 BLUE IDENTITY BANDS: TK PRODUCTS "TK 6010-40" COLOR PMS 300 "ROSS BLUE" MATTE FINISH LATEX PAINT OVER SMOOTH SURFACE EFS SUBSTRATE TO PROVIDE A SMOOTH AND UNIFORM APPEARANCE; RECESSED 1"; SOURCE: TK PRODUCTS; ATTENTION: MIKE BOULKA; PHONE: 1-800-441-2129; EMAIL: MBOULKA@TKPRODUCTS.COM
- R3 LOWER WALL & BASE ARCHITECTURAL SPLIT FACE CMU
- R4 CAST STONE CAP



1 SOUTH EXTERIOR ELEVATION
1/8"=1'-0"

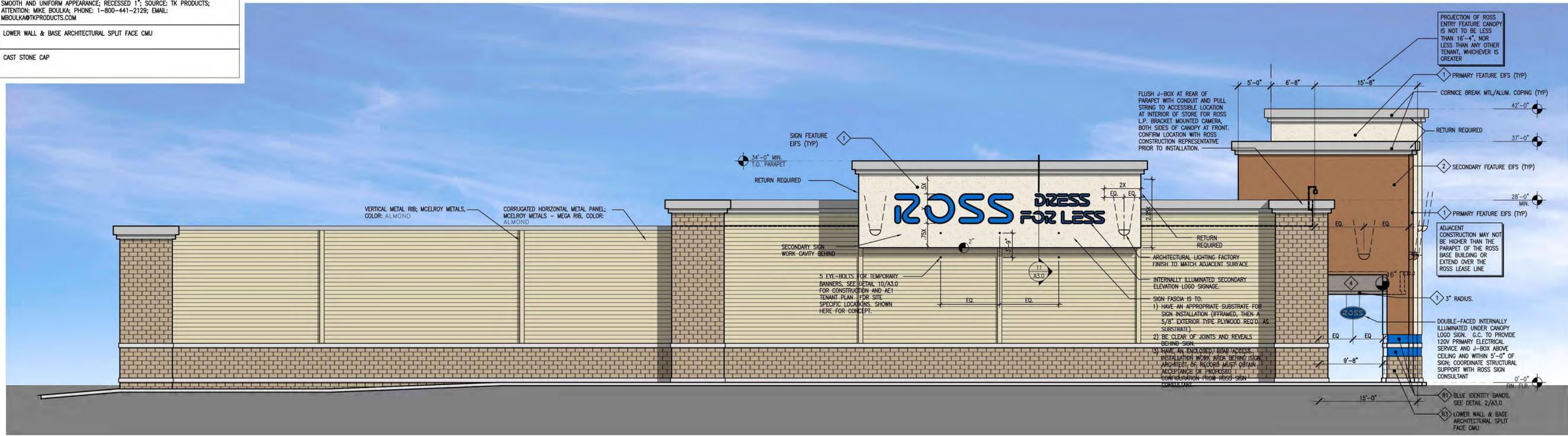


COLOR LEGEND BY LRV% (LRV% = LIGHT REFLECTIVE VALUE)

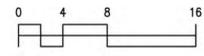
THESE COLORS ARE BASED ON THE SHERWIN-WILLIAMS INTERIOR COLOR DECK. THEY REPRESENT TONE AND VALUE BY LRV% ONLY. ACTUAL LRV IS AFFECTED BY THE SURFACE APPLICATION AND TEXTURE. HEAVY TEXTURE SURFACES MUST BE LIGHTENED TO GIVE EQUIVALENT LRV LEVELS. EFS TEXTURE TO MATCH 130 STOLTJ 1.0 UNLESS OTHERWISE NOTED

COLORS:

NO.	COLOR NAME	SW NUMBER	STRIP	LRV%
1	DOVER WHITE	SW 6385	C	83%
2	TATAMI TAN	SW 6116	17	30%
R1	BLUE IDENTITY BANDS: TK PRODUCTS "TK 6010-40" COLOR PMS 300 "ROSS BLUE" MATTE FINISH LATEX PAINT OVER SMOOTH SURFACE EFS SUBSTRATE TO PROVIDE A SMOOTH AND UNIFORM APPEARANCE; RECESSED 1"; SOURCE: TK PRODUCTS; ATTENTION: MIKE BOULKA; PHONE: 1-800-441-2129; EMAIL: MBOULKA@TKPRODUCTS.COM			
R3	LOWER WALL & BASE ARCHITECTURAL SPLIT FACE CMU			
R4	CAST STONE CAP			



2 NORTH EXTERIOR ELEVATION
1/8"=1'-0"



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item:12

Applicant:

Serendipity and Sunsets LLC
P.O. Box 649
Cary, IL 60013

Request:

962 Mariane Terrace
Certified Survey Map CSM Land Division on
Mariane Terrace for Tax Key No. ZSY00016.

Description of Proposed Certified Survey Map (CSM) land division:

The applicant is submitting a Certified Survey Map (CSM) land division for a proposed new land division to combine 2 parcels to construct a Single Family Residence at 962 Mariane Terrace.

As proposed, the newly created lot will be located within the Estate Residential – 1 zoning district, the proposed lot size is .34 acres.

The following agenda item will discuss the Conditional Use Permit request to raze and rebuild a single family residence on the newly created Tax Key No. ZSY00016.

Action by the Plan Commission:

Review the on the proposed Certified Survey Map (CSM) as it complies with the Comprehensive Plan as identified.

Staff Recommendation on the proposed

1. Staff recommends that the Plan Commission recommend *approval* of the Certified Survey Map (CSM): as submitted for the property as Tax Key No. ZSY00016

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or

SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Serendipity and Sunsets LLC

PO Box 649

Cary, IL 60013

TELEPHONE NUMBER OF CURRENT OWNER: (847) 565-3791

EMAIL ADDRESS: creativelr@gmail.com

PROJECT ADDRESS 962 Mariane Terrace

TAX KEY NUMBER: ZSY 00016

NAME AND ADDRESS OF APPLICANT:

Serendipity and Sunsets LLC

c/o Attorney Richard W. Torhorst

PO Box 1300, Lake Geneva WI 53147

TELEPHONE NUMBER OF APPLICANT: (262) 248-3333

EMAIL ADDRESS: torhorstlaw@genevaonline.com

NAME AND ADDRESS OF SURVEYOR:

Brian M. Carlson

7 Ridgway Court, PO Box 437

Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR: (262) 723-2098

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

CSM to combine unplatted lands to platted lot in Syverstad Subdivision to allow lot line adjustment.

SUBMITTAL CHECKLIST

- 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.

- 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.

- CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.

- PROVIDE 5 FULL SETS AND 20 - 11" x 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.

- 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.

March 27, 2018

DATE



SIGNATURE OF APPLICANT

FARRIS, HANSEN & ASSOC. INC.

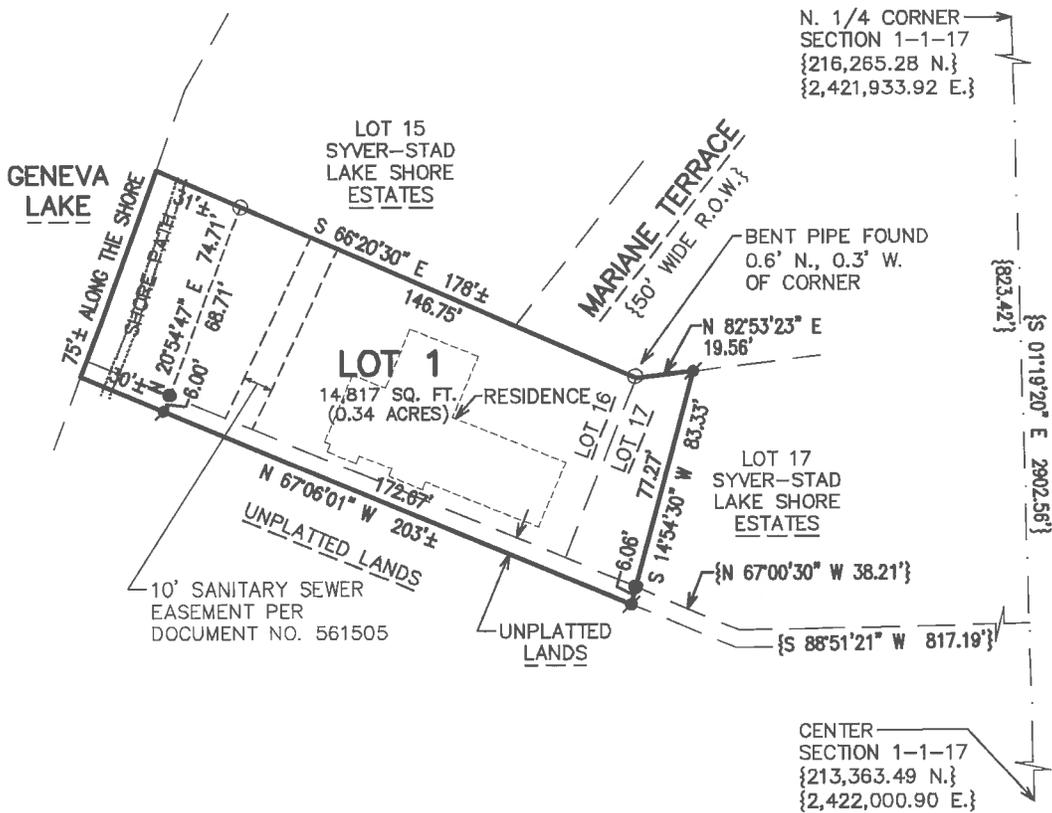
CERTIFIED SURVEY MAP NO. _____

7 RIDGWAY COURT— P.O. BOX 437
 ELKHORN, WISCONSIN 53121
 PHONE (262) 723-2098
 FAX (262) 723-5886

OWNER: SERENDIPITY & SUNSETS LLC
 P.O. BOX 649
 CARY, IL 60013

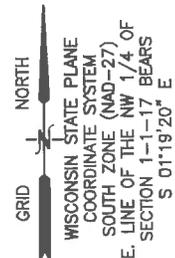
ZONING: ER-1

LOT 16 & PART OF LOT 17 OF SYVER-STAD LAKE SHORE ESTATES AND UNPLATTED LANDS, ALL LOCATED IN PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



LEGEND

- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- = FOUND IRON REBAR STAKE, 3/4" DIA.
- ⦿ = SET IRON REBAR STAKE, 3/4" x 18" x 1.13 lbs./ft.
- {XXX} = RECORDED AS



THIS INSTRUMENT DRAFTED BY BRIAN M. CARLSON
 PROJECT: 9833.18
 DATE: 03/26/2018
 SHEET 1 OF 3 SHEETS



LOT 16 & PART OF LOT 17 OF SYVER-STAD LAKE SHORE ESTATES AND UNPLATTED LANDS, ALL LOCATED IN PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF SERENDIPITY & SUNSETS LLC, OWNER, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCE FOR THE CITY OF LAKE GENEVA, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:
PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 1, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EASTERLY BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 1, S 01DEG 19MIN 20SEC E, 823.42 FEET; THENCE S 88DEG 51MIN 21SEC W, 817.19 FEET; THENCE N 67DEG 00MIN 30SEC W, 38.21 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE SOUTHERLY BOUNDARY OF LOT 17 OF SYVER-STAD LAKE SHORE ESTATES AND THE POINT OF BEGINNING; THENCE S 14DEG 54MIN 30SEC W, 6.06 FEET TO A POINT ALONG A LINE PARALLEL TO AND OFFSET 6.00 FEET FROM THE SOUTHERLY BOUNDARIES OF LOT 17 AND LOT 16 OF SYVER-STAD LAKE SHORE ESTATES; THENCE ALONG THAT LINE PARALLEL TO AND OFFSET 6.00 FEET FROM THE SOUTHERLY BOUNDARIES OF LOT 17 AND LOT 16 OF SYVER-STAD LAKE SHORE ESTATES, N 67DEG 06MIN 01SEC W, 203 FEET, MORE OR LESS, TO THE EASTERLY SHORE LINE OF GENEVA LAKE; THENCE NORTHEASTERLY, 75 FEET, MORE OR LESS, ALONG SAID SHORE LINE TO THE NORTHWEST CORNER OF LOT 16 OF SYVER-STAD LAKE SHORE ESTATES; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 16, S 66DEG 20MIN 30SEC E, 178 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 17 OF SYVER-STAD LAKE SHORE ESTATES; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 17, N 82DEG 53MIN 23SEC E, 19.56 FEET; THENCE S 14DEG 54MIN 30SEC W, 77.27 FEET TO THE POINT OF BEGINNING. CONTAINING 14,817 SQUARE FEET (0.34 ACRES) OF LAND, MORE OR LESS.

DATED: MARCH 26, 2018

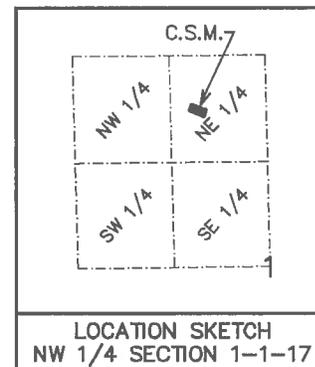
BRIAN M. CARLSON, PLS 2039

CITY OF LAKE GENEVA APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE CITY OF LAKE GENEVA, WISCONSIN ON THIS _____ DAY OF _____, 2018.

AUTHORIZED SIGNATURE FOR THE CITY OF LAKE GENEVA

THIS INSTRUMENT DRAFTED
BY BRIAN M. CARLSON
PROJECT: 9833.18
DATE: 03/26/2018
SHEET 2 OF 3 SHEETS



LOT 16 & PART OF LOT 17 OF SYVER-STAD LAKE
SHORE ESTATES AND UNPLATTED LANDS, ALL LOCATED
IN PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION
1, TOWN 1 NORTH, RANGE 17 EAST, CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

CONSENT OF OWNER

SERENDIPITY & SUNSETS LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, OWNER OF THE ABOVE DESCRIBED LANDS, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP. THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE CITY OF LAKE GENEVA FOR APPROVAL.

IN WITNESS WHEREOF, SAID SERENDIPITY & SUNSETS LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY
KIETH F. ROZOLIS AND LINDA J. ROZOLIS, IT'S MEMBERS AT LAKE GENEVA, WISCONSIN THIS _____ DAY OF
_____, 2018.

KIETH F. ROZOLIS

LINDA J. ROZOLIS

STATE OF WISCONSIN)
COUNTY OF WALWORTH) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2018, KIETH F. ROZOLIS AND LINDA J. ROZOLIS, MEMBERS OF THE ABOVE NAMED LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBERS OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE DEED OF SAID LIMITED LIABILITY COMPANY BY ITS AUTHORITY.

RICHARD W. TORHORST

MY COMMISSION IS PERMANENT

NOTARY PUBLIC, STATE OF WISCONSIN

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item: 13

Applicant:

Serendipity and Sunsets LLC.
P.O. Box 649
Cary, IL 60013

Request:

962 Mariane Terrace
Conditional Use Permit
SR-4 Setbacks in ER-1 Zoning District
Tax Key No. ZSY00016

Description:

The applicant is submitting a proposal for a Conditional Use Permit (CUP) for a new residence for the Serendipity and Sunsets LLC. located at 962 Mariane Terrace. The project would begin with the Razing of the existing residence. The applicants have carefully designed the proposed residence to maintain building setbacks and to maintain impervious surface coverage on the property.

The second story elevation will meet the maximum allowances for building elevations this proposed residence as designed will be a maximum of 33'4". This compares to a maximum permitted height of 35 feet in both the SR-4 and ER-1 zoning districts Tax Key No. ZSY00016.

Project Details from CUP Submittal

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

Proposed Site Plans:(Sheet S-1) (dated 03/02/2018 respectively)

The Site Plan demonstrates that the proposed home maintains all existing setback distances provided by the existing home. The proposed home provides the following setback measurements:

	<u>Required in SR-4</u>	<u>Existing Home</u>	<u>Proposed Home</u>
Min Street Yard Setback	25 feet	12.6 feet to front of home	same 12.6 feet
Minside Setback	no closer than now	12.4 feet to nearest point	same 12.4feet

Southeast Elevation Plan: Sheet A-4:

The upper elevation provided on Sheet A-7 depicts the proposed building's tallest height. The Zoning Ordinance measures building height from the lowest exposed grade to the mid-point height of the tallest roof plane. This elevation depicts a maximum height of about 33'4" feet, which complies with the height limit of 35 feet for both the ER-1 and the SR-4 zoning districts.

Action by the Plan Commission:

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

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

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

Staff Review Comments:

The proposed conditional use includes all existing setbacks provided on all four sides of the proposed home. The proposed maximum height of the home, at about 35 feet, is lower than the permitted height of the zoning district.

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

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

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

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

Staff Recommendation on the proposed Conditional Use Permit:

- 1. Staff recommends that the Plan Commission recommend approval of the proposed conditional use as submitted, with the findings under A.1-6., above.
- 2. Staff recommends the Plan Commission adopt the *affirmative set of findings* provided above, noting that the proposal is a fully consistent with the setback requirements of the SR-4 zoning district, and results in the same setbacks on all four sides of the building over the current home.
- 3. Finally, staff recommends that *the following additional condition of approval* be attached to the approval:
 - a. That the location of all approved building setbacks be verified by an on-site inspection by the Building Administrator prior to pouring building foundation walls.

APPLICATION FOR CONDITIONAL USE
City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

962 Mariane Ter, Lake Geneva, WI 53147; Parcel No.: ZSY 00016

Full legal description attached

NAME AND ADDRESS OF CURRENT OWNER:

Serendipity & Sunsets, LLC, PO Box 649, Cary, IL 60013

TELEPHONE NUMBER OF CURRENT OWNER: (847) 516-0740

NAME AND ADDRESS OF APPLICANT:

Keith & Linda Rosolis, 22 Saint Cronan Ct., Cary, IL 60013

TELEPHONE NUMBER OF APPLICANT: (847) 516-0740

PROPOSED CONDITIONAL USE:

Home rebuild in ER-1 Zoning District.

Lot: 13,604 SF (Req'd: 40,000 SF); Landscape Ratio: 52.1%(Req'd: 60%)

Side Setback:12',6'6", 20'6"(Req'd: 15' each)

ZONING DISTRICT IN WHICH LAND IS LOCATED: ER-1

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

Lowell Custom Homes, 401 Geneva National Ave S, Lake Geneva, WI 53147

Todd Cauffman, Architect

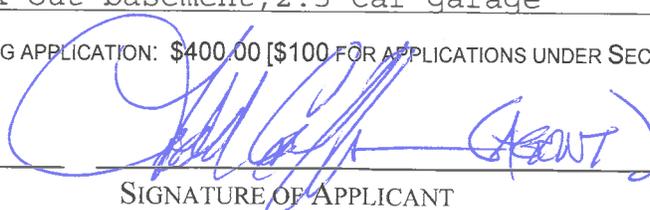
SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Teardown of old home; New construction of 2 story home, approx.8,745 SF,
4 bedrooms,6 baths, wlk-out basement,2.5 car garage

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

1/26/2018

DATE


SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

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

Lowell Custom Homes, as applicant/petitioner for:

Name: Keith & Linda Rosolis

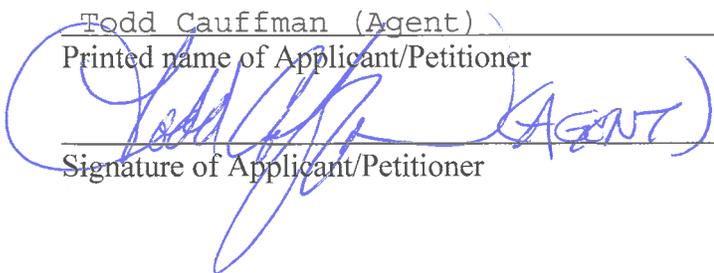
Address: 22 St. Cronan Ct., Cary, IL 60013

Phone: (847) 516-0740

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

Dated this 26th day of January, 2018.

Todd Cauffman (Agent)
Printed name of Applicant/Petitioner


Signature of Applicant/Petitioner

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

Initial Packet (5 Copies to Zoning Administrator)

Date: _____ *by:* _____

↓
Draft Final Packet (1 Copy to Zoning Administrator)

Date: _____ *by:* _____

↓

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

___ Showing all lands for which the conditional use is proposed;

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

___ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Walworth County (as provided by the City of Lake Geneva);

___ Clearly indicating the current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control;

___ Map and all its parts are clearly reproducible with a photocopier;

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

___ All lot dimensions of the subject property provided;

___ Graphic scale and north arrow provided.

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

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

The proposed structure conforms to SR-4 Zoning under the Lake Geneva Zoning Ordinance, with Lot: 13,604 SF (Req'd: 9,000 SF); Landscape Ratio: 52.1% (Req'd: 50%); Side Setbacks: 12', 6'6" and 20'6" (Req'd: 6' each)

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

The proposed structure conforms to SR-4 Zoning under the Lake Geneva Zoning Ordinance.

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?

The proposed structure replaces an existing structure, within 5.5' of existing side setback. No change in lot size, street or lakeside setbacks. No change to public property or rights-of-way.

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?

Lot size is currently non-conforming for ER-1 Zoning District. Lot: 13,604 SF (Req'd for ER-1: 40,000 SF). To remain within policies & standards of the City of Lake Geneva Comprehensive Plan, proposed structure conforms to SR-4 Zoning Lot: 13,604 SF (Req'd for SR-4: 9,000 SF); Side Setbacks: 12', 6'6" and 20'6" (Req'd for SR-4: 6' each).

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?

The improvements, facilities, utilities and services provided by public agencies serving the subject property will remain unchanged. The subject property is a single-family residence replacing an existing single-family residence with a similar footprint.

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

The proposed structure is an improvement on the current structure and thus improves the look of the neighborhood. There are no known adverse impacts of the proposed conditional use.

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 25 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: 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 25 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;
- ___ 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;
- ___ The location and type of any permanently protected green space areas;
- ___ The location of existing and proposed drainage facilities;
- ___ 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 bufferyard 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.

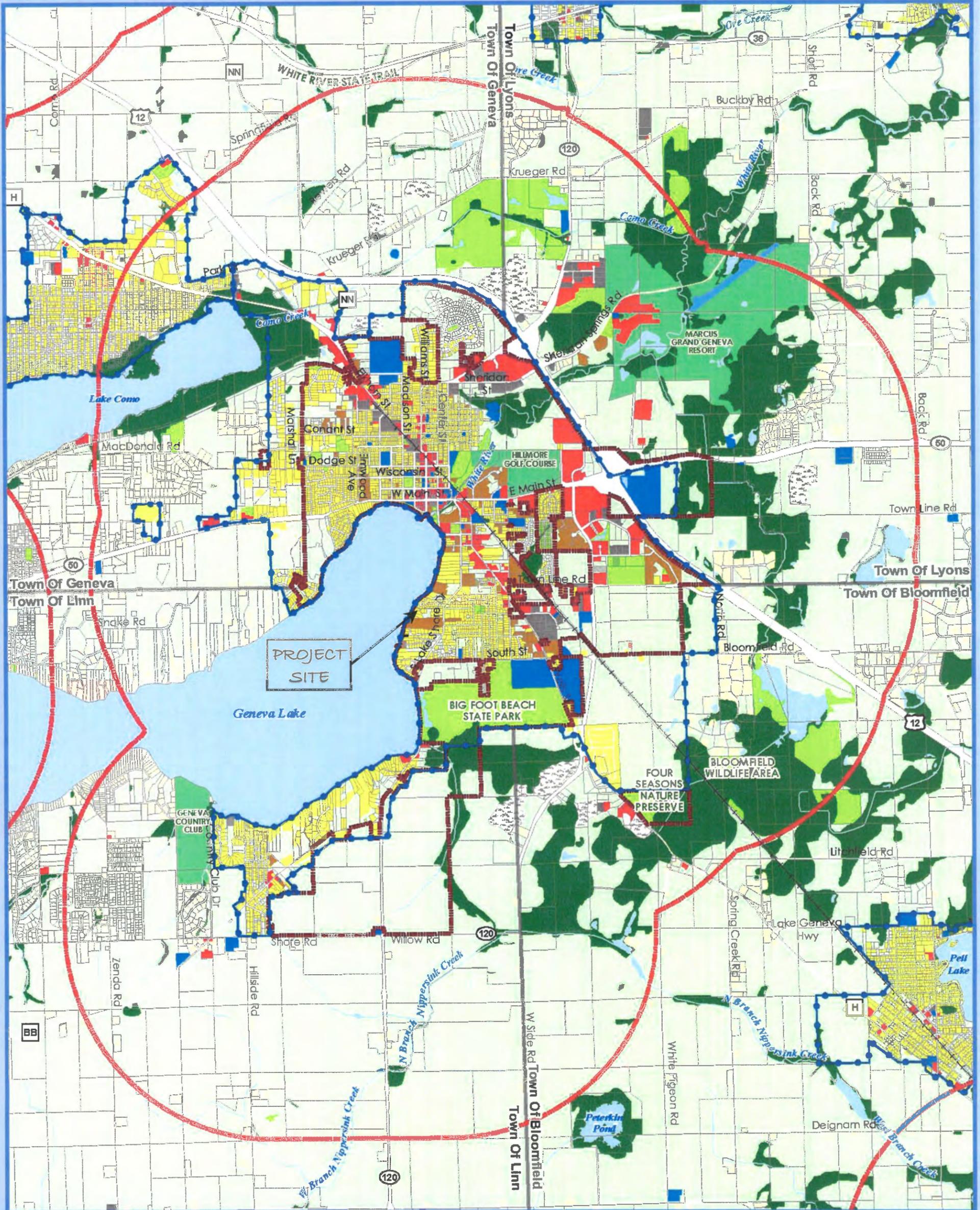
NOTE: Initiation of Land Use or Development Activity: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law 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 blackline of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

- ___ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics) copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____



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

- City of Lake Geneva
- Township Boundary
- Urban Service Area Boundary
- Extraterritorial Jurisdiction Boundary
- Parcels
- Surface Water
- Abandoned Railroads

- Land Use Categories**
- Agricultural, Open Lands, & Vacant
 - Single Family Residential (Unsewered)
 - Single Family Residential (Sewered)
 - Two-Family/Townhouse Residential
 - Multi-Family Residential
 - Commercial
 - Government & Institutional
 - Airport

- Private Recreation Facilities
- Public Park & Open Space
- Industrial
- Extraction
- Wetland
- Right of Way

0 0.25 0.5 1 Miles

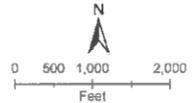


VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

Date: December 14, 2009
Source: SEWRPC, WIDNR,
Walworth County LIO, V&A

City of Lake Geneva Zoning Map

December 10, 2008



CRISPELL-SNYDER, INC.
PLANNING CONSULTANTS

PROJECT SITE
ER-1 ZONING
LAKE

- RH** Rural Housing
Areas for agricultural uses; agricultural support businesses; schools, parks, churches or very low-density single-family residential at a density of less than one dwelling unit per 35 acres
- CR-5** **Conventional Residential - SAC**
Areas for very low density single-family development at maximum densities of one dwelling unit for every five gross acres, and support institutional uses such as schools, parks, and churches
- ER-1** **Executive Residential-1**
Areas for low density single-family development at maximum densities of one dwelling unit per acre, and support institutional uses such as schools, parks, and churches
- SR-3** **Single-Family Residential-3**
Areas for moderate density single-family development at maximum densities of three dwelling units per acre, and support institutional uses such as schools, parks, and churches
- SR-4** **Single-Family Residential-4**
Areas for moderate density single-family development at maximum densities of four dwelling units per acre, and support institutional uses such as schools, parks, and churches
- PD** **Planned Residential-4**
Areas approved for planned development zoning unique to the subject property
- TR-6** **Two-Family Residential-6**
Areas for single-family detached and two-family residential development at densities up to six dwelling units per acre, and support institutional uses such as schools, parks, and churches
- MR-8** **Two-Family Residential-8**
Areas for mixed single-family attached and two-family residential development at densities up to eight dwelling units per acre and support institutional uses
- C-2** **Resource Conservation**
Areas for filling, floodwater overflow and storage; pollution treatment; preservation of scenic, historic and scientific areas; soil and water preservation; stream bank and shoreline protection; water retention ponds and wetland areas
- NO** **Neighborhood Office**
Areas for high-quality office and office-support commercial uses in older, transitioning residential areas of the community. Residential qualities set an attractive, high quality character
- PO** **Planned Office**
Areas for office and office-support commercial and service uses. Generous landscaping and limited signage set an attractive, high quality character
- NB** **Neighborhood Business**
Areas for small scale, neighborhood-oriented service and retail uses, which shall not spread into adjacent residential areas. Generous landscaping and limited signage
- PB** **Planned Business**
Newly developing areas for a full complement of commercial, office, and recreational uses. Generous landscaping and limited signage
- GB** **General Business**
Existing areas for a full complement of commercial, office, and institutional uses. Moderate amounts of landscaping and signage
- CB** **Central Business**
Areas for a full complement of downtown and high density neighborhood character commercial, office and institutional uses. Pedestrian-oriented landscaping and signage
- PI** **Planned Industrial**
Areas for a full complement of light or office, manufacturing, assembly and storage uses. Generous landscaping and limited signage set an attractive, high-quality character
- GI** **General Industrial**
Areas for a full complement of auto light and heavy industrial land uses, and quality controlled outdoor storage uses. Moderate amounts of landscaping and signage set an attractive character
- HI** **Heavy Industrial**
Areas for primarily outdoor and/or heavy industrial production, storage activities and special uses
- PBP** **Planned Business Park**
Areas approved for planned development zoning unique to the subject property

- Primary Environmental Corridor
- Woodlands Overlay
- Lakeshore Overlay
- City Boundary
- Downtown Design Review
- Drainage Way
- Slopes (12% or greater)
- Shorelines, Ponds and Streams



Geneva Lake

ZSY 00010

ZSY 00011

ZSY 00012

ZSY 00013

ZSY 00014

ZSY 00015

23.0' SETBACK

1.5' SETBACK

17.0' SETBACK

16.8' SETBACK

8.1' SETBACK

8.1' SETBACK

Mariane Terrace

Pine Tree Lane



Proposed Residence

Project 9833.18

**FARRIS, HANSEN
& ASSOCIATES**



7 RIDGWAY COURT - P.O. BOX 437
ELKHORN, WI 53121
(262) 723-2098
FAX: (262) 723-5886

Note: Orthophotography (2015 flight) provided by South Eastern Wisconsin Regional Planning Commission. For reference only.

Parcel boundaries provided by Walworth County Information Technology Department, Land Information Division. For reference only.



Todd Cauffman

From: Warren E Hansen <office@farrishansen.com>
Sent: Wednesday, February 28, 2018 11:19 AM
To: Scott Lowell
Cc: Todd Cauffman
Subject: Rozolis Residence - 962 Mariane Terr, Lake Geneva - F/H Project No. 9833.18
Attachments: 20180228113355327.pdf

Scott,

At your request, we have further researched and documented existing building setbacks along Mariane Terrace for the following tax parcels. These were done for the purpose of averaging and included all lots fronting the lake.

Tax Parcel:

ZSY 00015 - 8.1 feet
ZSY 00014 - 8.1 feet
ZSY 00013 - 16.8 feet
ZSY 00012 - 17.0 feet
ZSY 00011 - 1.5 feet
ZSY 00010 - 23.0 feet

Total 6 – Lots = $74.5/6 = 12.4$ Average Setback

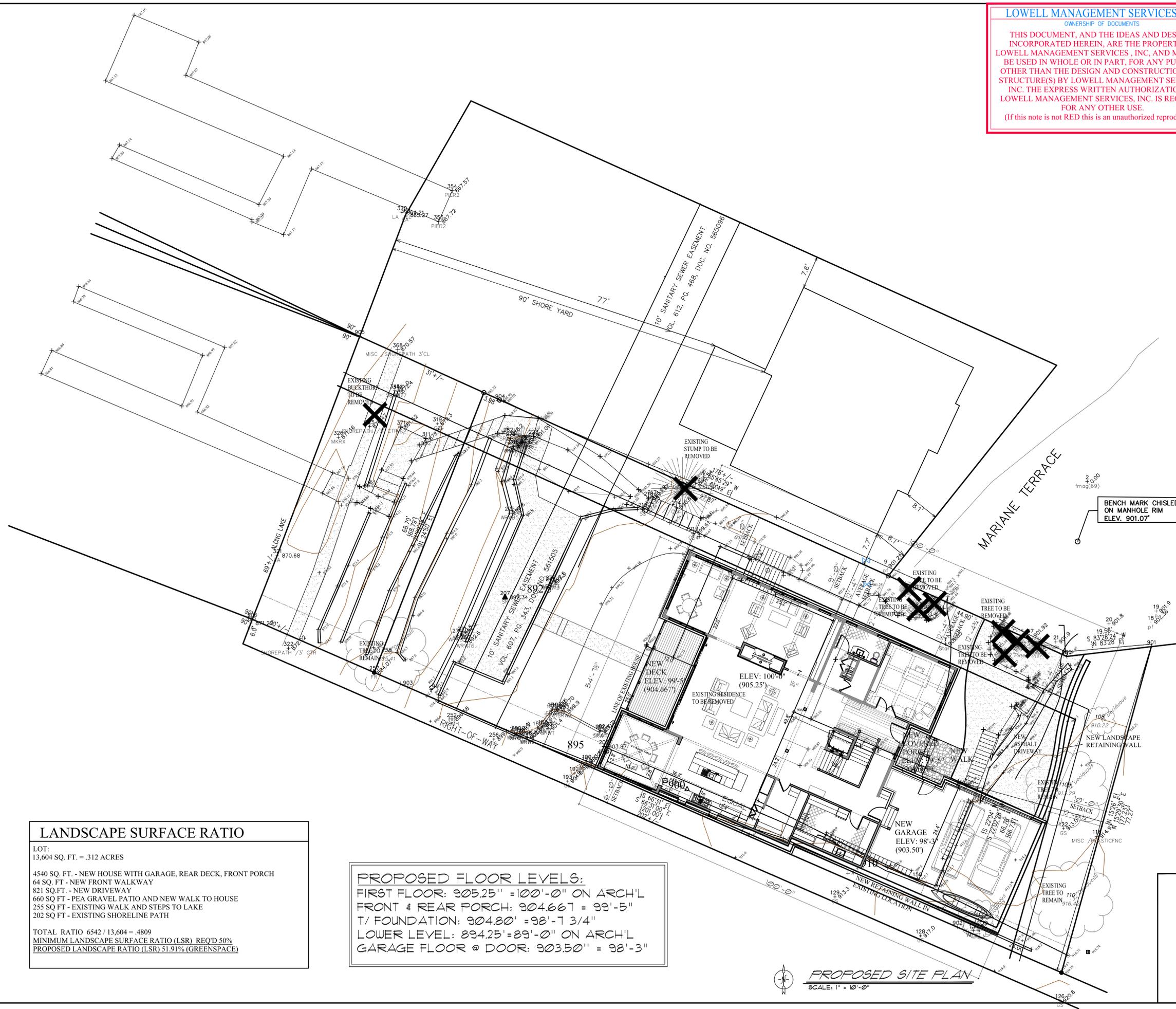
If you have further questions regarding this matter, please call. Warren is out of the office until Friday 3/2/18 morning. Is this what you need?

Cindy
For Warren

Warren E. Hansen, P.E.
Farris, Hansen & Associates, Inc.
P.O. Box 437
Elkhorn, WI 53121
Phone (262)723-2098
Fax (262)723-5886
office@farrishansen.com
Engineers, Architects, and Surveyors
Hours 8 – 4:30

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 WWW.LOWELLMANAGEMENT.COM



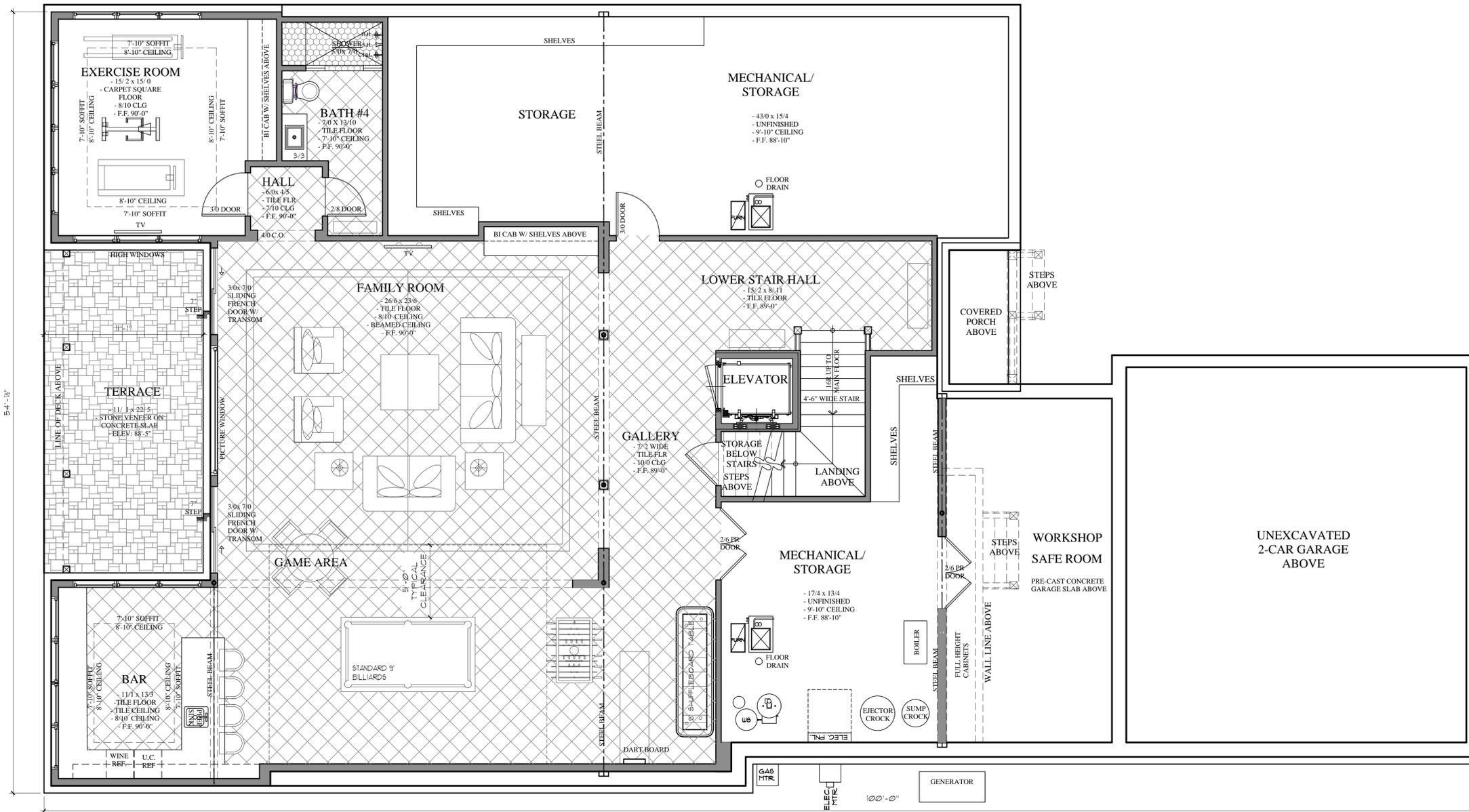
LANDSCAPE SURFACE RATIO
 LOT:
 13,604 SQ. FT. = .312 ACRES
 4540 SQ. FT. - NEW HOUSE WITH GARAGE, REAR DECK, FRONT PORCH
 64 SQ. FT. - NEW FRONT WALKWAY
 821 SQ. FT. - NEW DRIVEWAY
 660 SQ. FT. - PEA GRAVEL PATIO AND NEW WALK TO HOUSE
 255 SQ. FT. - EXISTING WALK AND STEPS TO LAKE
 202 SQ. FT. - EXISTING SHORELINE PATH
 TOTAL RATIO 6542 / 13,604 = .4809
 MINIMUM LANDSCAPE SURFACE RATIO (LSR) REQ'D 50%
 PROPOSED LANDSCAPE RATIO (LSR) 51.91% (GREENSPACE)

PROPOSED FLOOR LEVELS:
 FIRST FLOOR: 905.25" = 100'-0" ON ARCH'L
 FRONT & REAR PORCH: 904.667' = 99'-5"
 T/ FOUNDATION: 904.80' = 98'-7 3/4"
 LOWER LEVEL: 894.25' = 89'-0" ON ARCH'L
 GARAGE FLOOR @ DOOR: 903.50" = 98'-3"

BENCH MARK CHISLED "X"
 ON MANHOLE RIM
 ELEV. 901.07'

the ROZOLIS RESIDENCE
 962 Mariane Terrace
 LAKE GENEVA, WI 53147

PROJECT NUMBER	
DATE	03-02-18
	G-1

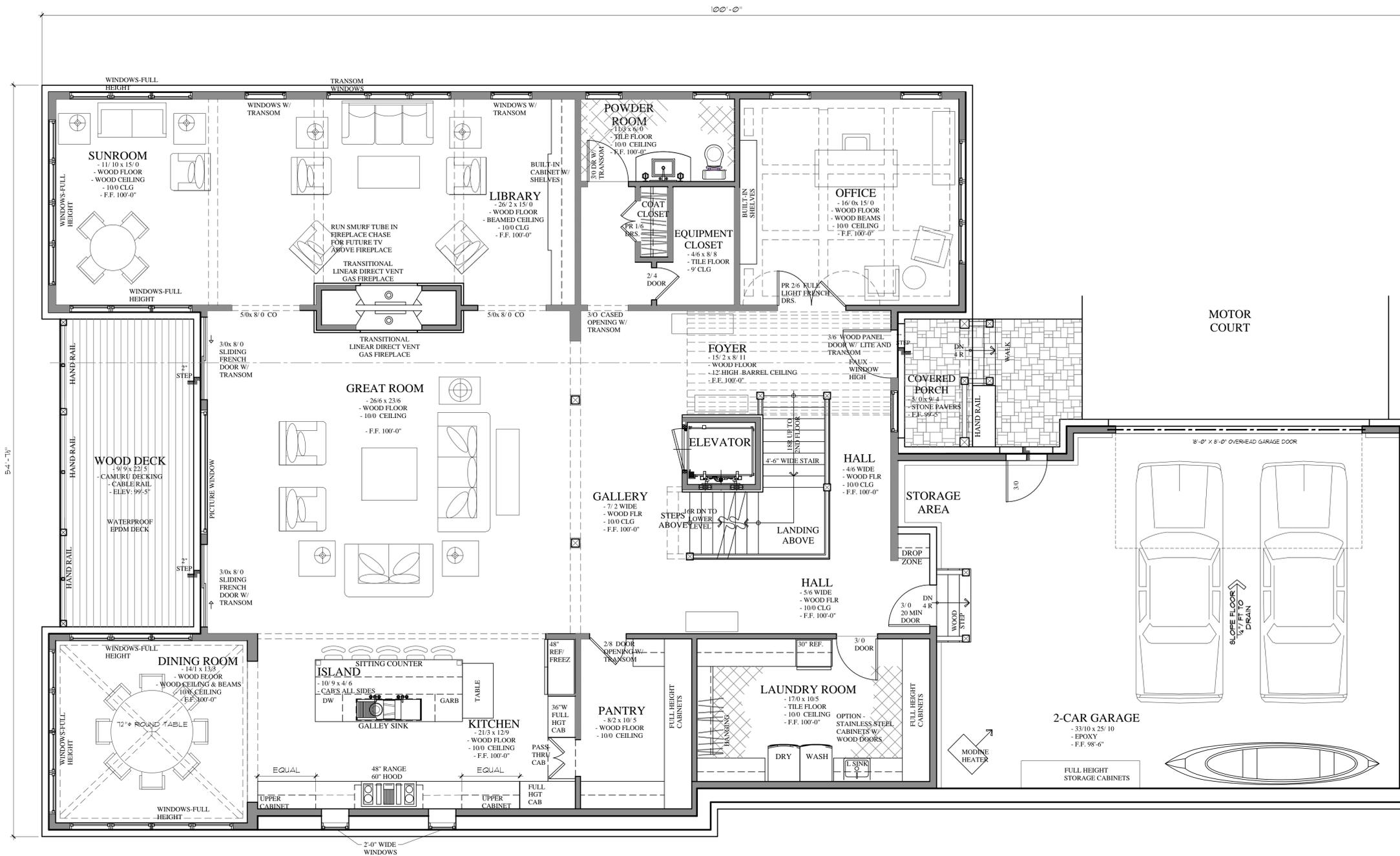


LOWER LEVEL PLAN
 SCALE: 1/4" = 1'-0" 2,089 SQ. FT. FINISHED

SQUARE FOOTAGE TABULATION	
LOWER LEVEL	2,089 SF
FIRST FLOOR:	3,123 SF
SECOND FLOOR:	3,460 SF
TOTAL:	8,672 SF

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3/4" = 1'-0"

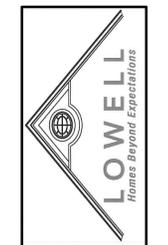


FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0" 3,123 SQ. FT. FINISHED

SQUARE FOOTAGE TABULATION	
LOWER LEVEL	2,089 SF
FIRST FLOOR:	3,123 SF
SECOND FLOOR:	3,460 SF
TOTAL:	8,672 SF

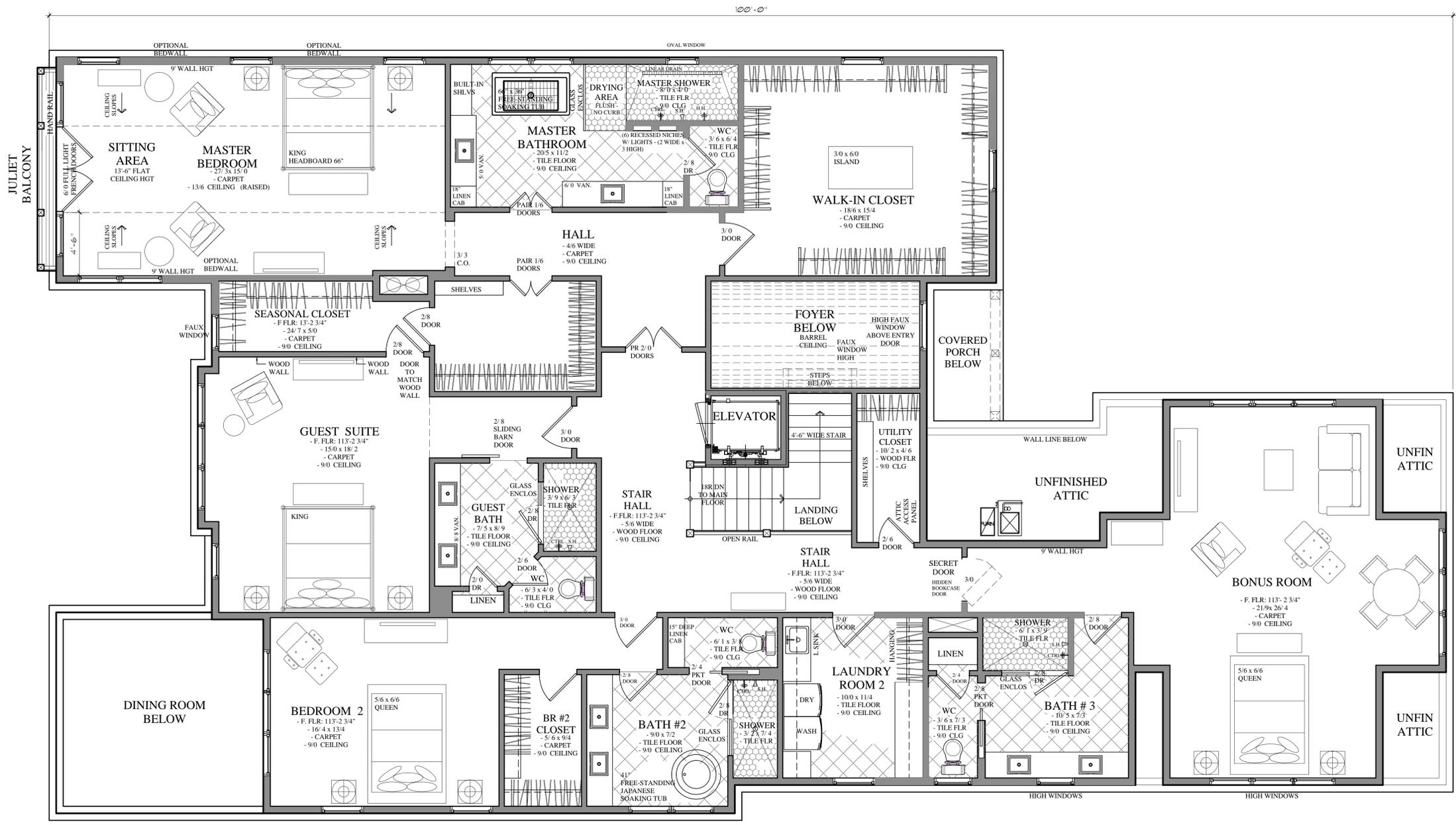
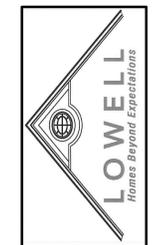
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the ROZOLIS RESIDENCE
 962 MARIANNE TERRACE
 LAKE GENEVA, WI 53147

PROJECT NUMBER	0000
DATE	01-26-18
A-3	



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0" 3,460 SQ. FT. FINISHED

APPROXIMATE

SQUARE FOOTAGE TABULATION	
LOWER LEVEL	2,089 SF
FIRST FLOOR:	3,123 SF
SECOND FLOOR:	3,460 SF
TOTAL:	8,672 SF

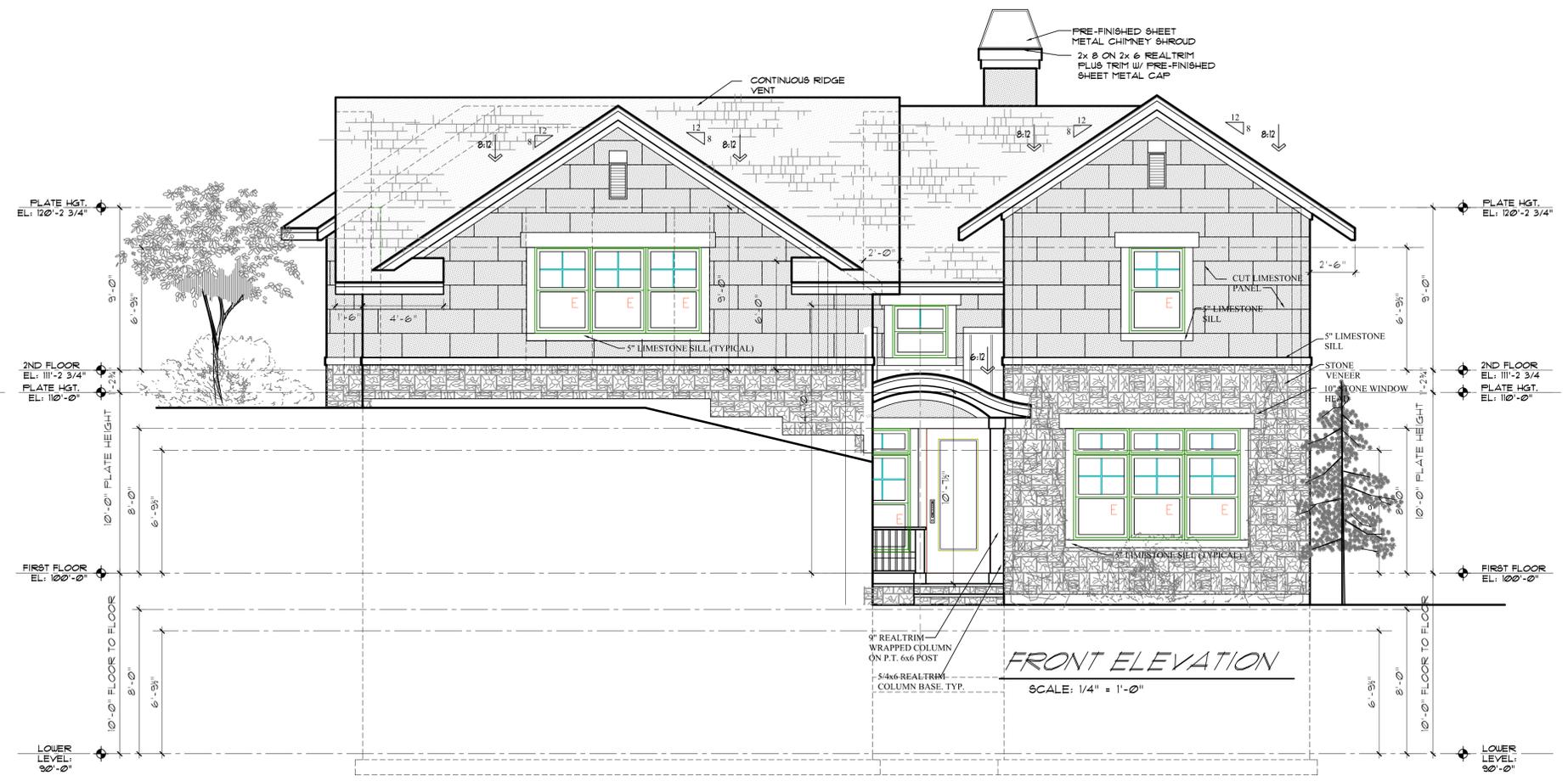
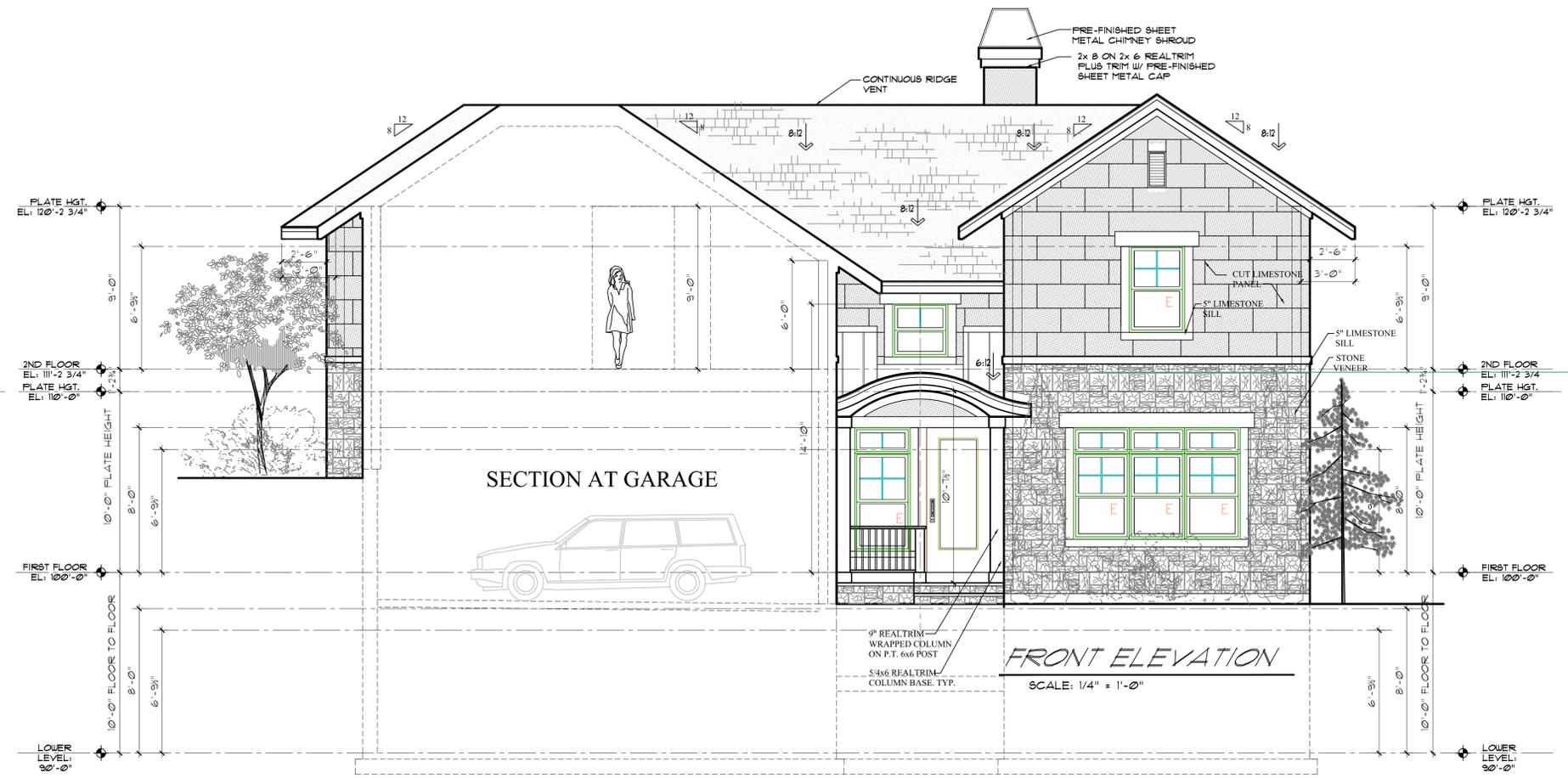
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01-26-18

A-4



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the ROZOLIS RESIDENCE
 962 MARIANNE TERRACE
 LAKE GENEVA, WI, 53147

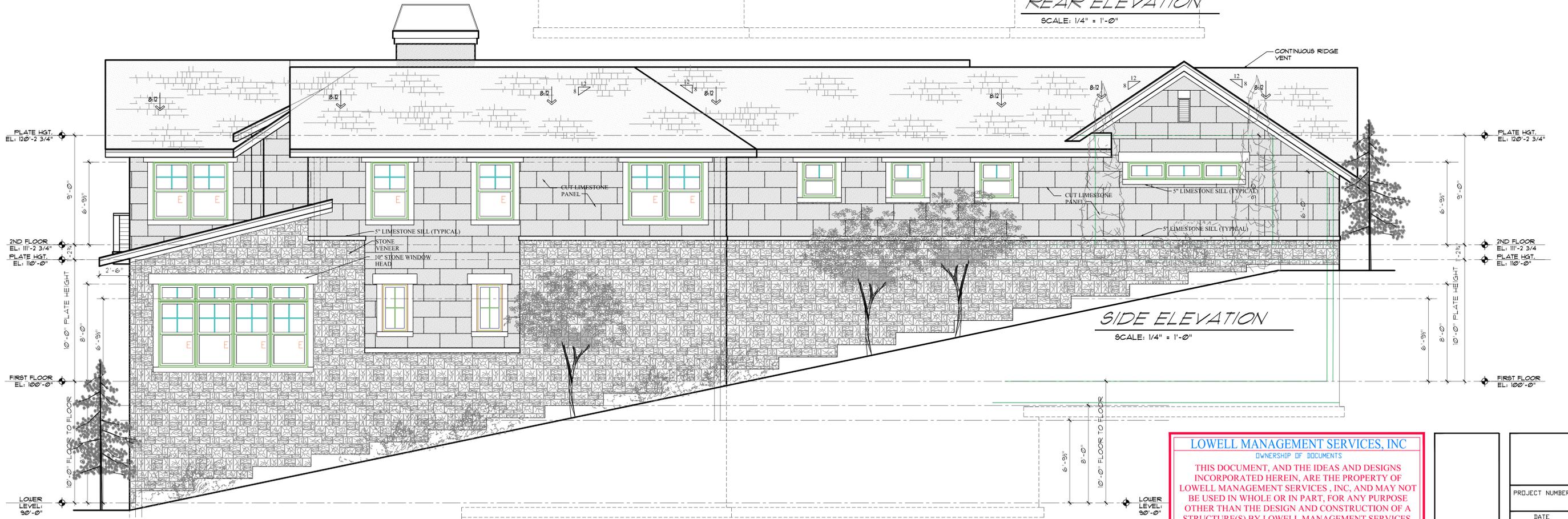
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A-6



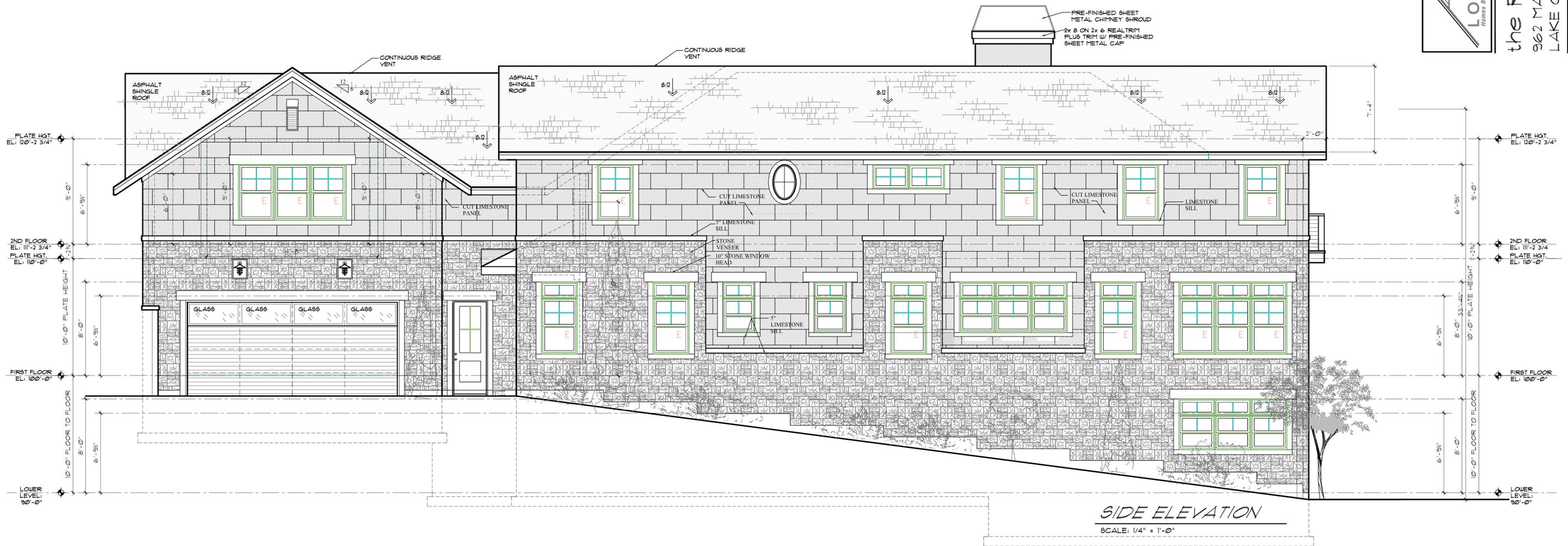
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01-26-18



SIDE ELEVATION

SCALE: 1/4" = 1'-0"

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PROJECT NUMBER

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A-8

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item: 14

Applicant:

Shad Branen
1464 Devon Rd.
Burlington , WI 53105

Request:

Geneva Theater to Amend Precise Implementation Plan (PIP) to allow for the exterior window installation for sales.

Description:

The applicant is submitting to amend the Precise Implementation Plan (PIP) to install an exterior window that would allow expediting of the ticket sales and concessions.

The applicant is also requesting additional signage in conjunction to the exterior sales request

- Hanging “Concessions to Go” sign located under the marquee and above the public sidewalk with adequate elevation in accordance to the required sign clearances.
- Movable Sandwich board sign (which currently is not permitted as a standard request) albeit, with the allowances of the (PIP) Plan Commission & Common Council can choose to allow.

The change will require the recommendation for or against the amendment on a site plan review.

The proposed request does not require additional parking spaces.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments (including Precise Implementation Plan (PIP) be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. This map recommends the land use category for the subject property. This category allows for neighborhood-scale mixed use development. The proposed PIP zoning *is consistent* with the Comprehensive Plan.

Relation to Base Zoning Standards:

All Planned Developments must explicitly identify any flexibilities being requested from base zoning standards in the most comparable regular zoning district. In this instance, the Planned Development (PD), the current zoning of the property, provides that comparison zoning district. The project is requesting the following:

As no other changes are proposed to the site that would change existing conditions, no other flexibilities are requested.

Approved Land Uses:

The PIP enables the following land uses as permitted:

- Planned Development (PD)

Zoning Map Amendment / PIP - Action by the Plan Commission:

Recommendation to the Common Council on the Proposed Zoning Map Amendment / PIP

As part of the consideration of a requested Planned Development / Precise Implementation Plan (PIP) step, the Plan Commission is required to:

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

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

A proposed PIP must be reviewed by the standards for all Zoning Map Amendments, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Items 1 and 3, and one or more factors of Item 2, of the following.
1. The proposed PIP furthers the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed GDP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 3. The proposed PIP amendment to the Official Zoning Map maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Items 1, 2, or 3 of the following:

1. The proposed PIP does not further the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
2. One or more of the following factors have not arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed PIP zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
3. The proposed PIP amendment to the Official Zoning Map 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.

Staff Recommendation on the Precise Implementation Plan (PIP):

1. Staff recommends that the Plan Commission recommend *approval* of the Precise Implementation Plan (PIP) as submitted, all other zoning requirements have been met.
2. Reject the request for the sandwich board sign.

APPLICATION FOR PRECISE IMPLEMENTATION PLAN AMENDMENT
City of Lake Geneva

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

244 Broad St., Lake Geneva ZOP00246, ZOP00247, ZOP00248
dba Geneva Theater

Name and Address of Current Owner:

Shad Brunen, 1464 Devon Rd., Burlington, WI
53105

Telephone No. with area code & Email of Current Owner: 262-210-1362

Name and Address of Applicant:

Shad Brunen, 1464 Devon Rd., Burlington, WI
53105

Telephone No. with area code & Email of Current Owner: 262-210-1362

Proposed Use:

Sales and service of concessions and/or
tickets, along with promotion of movies
and events at theater.

Zoning District in which land is located: 1

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

Geneva Bay Construction, Pete Tvergens
2689 Sunset Blvd, Lake Geneva, WI 53147

Short statement describing activities to take place on site:

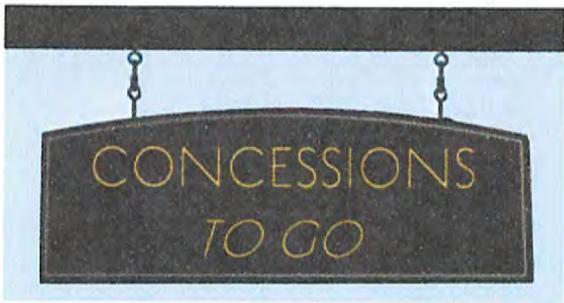
Replacement of an existing video monitor
window with a walk-up service window for
sale of concessions and/or tickets, with a small
sign above. Also, installation of a similar size
display case and placement of a sandwich board
for display of movie listings and events.

PIP Amendment fee \$400.00, payable upon filing application.

3/23/18
Date


Signature of Applicant

GENEVA THEATER WALK-UP WINDOW



Sample Sidewalk Sign



STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item: 15

Applicant:

George & Peggy Roth
Peggy Roth Trust
837 Bayview Dr.
Lake Geneva, WI 53147

Request:

Peggy Roth Trust
837 Bayview Dr.
Lake Geneva, WI53147
Proposed Conditional Use Permit for a Boat Pier

Description of Proposed Conditional Uses:

The applicant is submitting a Conditional Use Permit (CUP) to propose a new boat pier at 837 Bayview Drive. The pier would involve a wood pier with 9 wood cribs filled with rock. Detailed crib and decking designs are included in the submittal. The 2 covered slips are proposed to be 13' x 31 feet. The boat slip would be parallel to the main pier and would be used for private boat docking and summer boat storage.

The City conditions all Conditional Use Permits for boat slips and piers on approval from the DNR. A copy of the Wisconsin DNR Water Resources permit application is included in the submittal.

As proposed, the new boat slip meets the 100-foot maximum length for piers (per Section 90-142 of the Lake Geneva Municipal Code). The pier meets the 12.5-foot setback from the adjacent riparian zone boundary (Section 90-143(e)). The pier does not seem to create an unlawful obstruction, although this will be confirmed by the required review by Wisconsin DNR.

Action by the Plan Commission:

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

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

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

Staff Review:

The proposed conditional use is fully consistent with the requirements of the Municipal Ordinance.

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:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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:

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.
3. Staff recommends the following *additional condition of approval* be attached.
 - a. Conditional Use Permit approval is contingent on review and approval of the proposed slip by the Wisconsin DNR.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

837 Bayview Dr. Lake Geneva ZGR00007 Lot 7 Block 1 of Geneva Bay Estates
Located in the NW 1/4 of the NE 1/4 section 2, Town 1 North, Range 17 East & The SW 1/4 of the
SE 1/4 section 35, Town 2 North Range 17 East City of Lake Geneva, Walworth County WI

NAME AND ADDRESS OF CURRENT OWNER:

George and Peggy Roth (Peggy A Roth Trust) 837 Bayview Drive Lake Geneva WI

TELEPHONE NUMBER & EMAIL OF CURRENT OWNER: 312-656-6327 iamgrocks25@yahoo.com

NAME AND ADDRESS OF APPLICANT:

Austin Pier Service Inc. Darrell Frederick
N1398 Hwy 14 Walworth WI 53184

TELEPHONE NUMBER & EMAIL OF APPLICANT: 262-275-2615 Darrell@austinpier.com

PROPOSED CONDITIONAL USE:

New 2-Slip Pier to replace existing pier.

ZONING DISTRICT IN WHICH LAND IS LOCATED: City of Lake Geneva

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

Austin Pier Service Inc. Darrell Frederick
N1398 Hwy 14 Walworth WI 53184

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Construct New 2 Slip 6x6 style pier with rooves. 9-Rock filled Crib

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

3/6/18

DATE

Darrell Frederick

SIGNATURE OF APPLICANT

- _____ (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?

Replacing existing Pier to accommodate 2nd boat.

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?

It will be similar in size to all neighbors as not to create a navigable hazard.

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?

The project will have no additional impact on surrounding area or neighbors.

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?

No work to be done on shore.

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?

Project is all done waterward of Shoreline.

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?

This is aprivate pier that will not affect the public.

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: _____



N1398 Hwy. 14 West of Walworth
Walworth, WI 53184-5704
(262) 275-2615 • Fax (262) 275-3301

March 5th, 2018

To Whom it May Concern,

We are applying for a Conditional Use permit for a new pier to replace an old pier, for the Peggy A Roth Trust in the City of Lake Geneva, WI on Geneva Lake. This new pier will replace and relocate from the existing pier on the property. The new pier will be constructed of 6x6, 2x6, and 2x10 Douglass Fir with 9 rock filled cribs placed on the bottom of the lake. The cribs will cover a total of 748 square feet of Lake Bottom. The pier will have 2 covered slips 13'x31' with a 220 square foot loading platform off the end of the pier facing North East.

The purpose of this construction is to locate the pier to the center of the property, moor 2 boats and 2 PWC units, a boat landing 12' x 16' at shore for launching Kayaks and such, along with a loading platform to be used for loading boats, swimming and fishing.

The pier construction will all be from the water with a barge crane so no shoreline will be disturbed for this project.

The neighbors to the East are Bill and Carla Young, 1119 Sheridan Road, Winnetka, IL 60093. The neighbors to the West are Mary Deborah Somerville Trust, 4901 Gulf Shore BLVD N Apt. 401, Naples, FL, 34103.

If should have any questions I can be reached at 262-275-2615 or darrell@austinpier-service.com.

Sincerely,

Darrell Frederick

Austin Pier Service Inc.



ePermitting

Waterway and Wetland Individual Permit Application General Information

Applications are completed in a series of steps, identified by the tabs below (e.g. Application, Fee Schedule, etc.) Click on a tab, follow the instructions and complete the following steps:

Complete all sections, **Save** your work, **Move** between tabs, **Pay** by credit card or check. (You must use this system to pay all application fees), **Include** your digital signature, **Submit** the Permit Application to the DNR.

Large Format Documents: If you submitted an application in hard copy with documents that are larger than 11x17, WDNR staff may request that you submit a copy of the document in electronic format, either as an email attachment, or on digital media, such as a CD

Note: If you have wetland impacts associated with your activity, you will need to apply for a wetland permit in addition to your project activities.

Please review the following links for additional county and Corps of Engineering requirements:

Army Corps of Engineers: <http://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

County Zoning: <http://dnr.wi.gov/topic/shorelandzoning/contacts/county.html>

Application

Attachments

Payment

Sign & Submit

Basic Permit Info

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. If there are no updates in 90 days, your draft is deleted.

Permit Name

Peggy A Roth Trust

You must enter a project name and select an activity to begin an application.

Please select your project activities below. A detailed project checklist will display for all selected activities. The information included in these checklists is necessary for a complete application. A complete submittal with detailed drawings will help us make a decision about your permit application. Any applicable statutory review times do not begin until the application is received by the Department and is determined to be complete.

Waterway Activity:

- Boat House Repair Certification
- Boat Shelter
- Boat Ramp
- Bridges
- Culvert
- Dam- New Construction
- Dam - Repair or Reconstruction
- Dam - Transfer of Ownership
- Dam - Abandonment and Removal

- Dredging - Lake
- Dredging - Stream
- Dry fire hydrant
- Ford crossing of stream
- Grading
- Habitat structures - Lake
- Habitat structures - Stream
- Intake outfall structure
- Lake shore erosion control
- Lake shore erosion control- Great Lakes
- Miscellaneous structures
- Non-metallic mining
- Pea gravel blanket
- Pilings
- Piers, docks and wharves
 1. Review the following links for more information: [Instructions](#)
 2. Attach a copy of your deed or similar proof of ownership.
 3. Attach a good photo that clearly shows the existing project area.
 4. Attach a narrative description of your proposal.
 5. Attach a site map based on the following format: [Blank Site Map](#).
 6. Complete all displayed forms and fee sheets.
 7. Pay fee online
 8. Sign and Submit form.
- Pond - Landscape
- Pond - Storm water pond
- Pond - Wildlife pond
- Stream bank erosion control
- Stream realignment
- Swim raft
- Temporary in-stream crossing
- Water withdrawal and irrigation
- Waterski platform
- Weed rake
- Wetland conservation
- Wetland disturbance

Wetland Activity:

Continue



ePermitting



Save



Do not close your work until you **SAVE**. Close

- Home
- Attachments

State of Wisconsin
 Department of Natural Resources
 dnr.wi.gov

Water Resources Application for Project Permits

Form 3500-053 (R 8/16)

Page 1 of 2

Notice: Pursuant to chs. 30 and 31, Wis. Stats., ch. 281, Wis. Stats., and s. 283.33, Wis. Stats., this form is used to apply for coverage under the state construction site storm water runoff general permit, and to apply for a state or federal permit or certification for waterway and wetland projects or dam projects. This form and any required attachments constitute the permit application. Failure to complete and submit this application form may result in a fine and/or imprisonment or forfeiture under the provisions of applicable laws including s. 283.91, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Laws (ss. 19.31-19.39, Wis. Stats.). This form is required for U.S. Army Corps of Engineers (ACOE) regulatory purposes pursuant to 33 CF 325.

Read all instructions provided before completing

Organization, Entity or Name Peggy A Roth Trust	Authorized Representative (Last Name, First Name) Roth, George		
Mailing Address 837 Bayview Drive	City Lake Geneva	State WI ▾	Zip Code 53147
Email iamgrock25@yahoo.com	Phone Number (xxx-xxx-xxxx format) 312-656-6327	Alternative Phone Number	

Organization, Entity or Name Peggy A Roth Trust	Contact Person (Last Name, First Name) Roth, George		
Mailing Address 837 Bayview Drive	City Lake Geneva	State WI ▾	Zip Code 53147
Email iamgrock25@yahoo.com	Phone Number (xxx-xxx-xxxx format) 312-656-6327	Alternative Phone Number	

Consultant or Plan Preparer Contractor Agent Other - specify: _____

Name (Organization or Entity) Austin Pier Service Inc	Contact Person (Last Name, First Name) Frederick, Darrell		
Mailing Address N1398 Hwy 14	City Walworth	State WI ▾	Zip Code 53184
Email Darrell@austinpier.com	Phone Number (xxx-xxx-xxxx format) 262-275-2615	Alternative Phone Number	

Project Name Peggy A Roth Trust	County Walworth ▾	<input checked="" type="radio"/> City <input type="radio"/> Township <input type="radio"/> Village of City of LAKE GENEVA ▾
Location Address / Description 837 Bayview Drive Lake Geneva, WI 53147		

Management, etc.): _____

d. Other: _____

Section 7: Project Information (Attach additional sheets or messages)	
Anticipated Project Start Date: 6/1/2018	Projected Project End Date: 8/1/2018
Photos: Provide photographs of the "before" condition.	Date of Photographs: 8/14/2017
Narrative of the Project: Provide a one to two paragraph description of the proposed project, including land and water alterations and intended use(s) of the project. Include this in the attachment section.	

Press to Refresh Missing Items

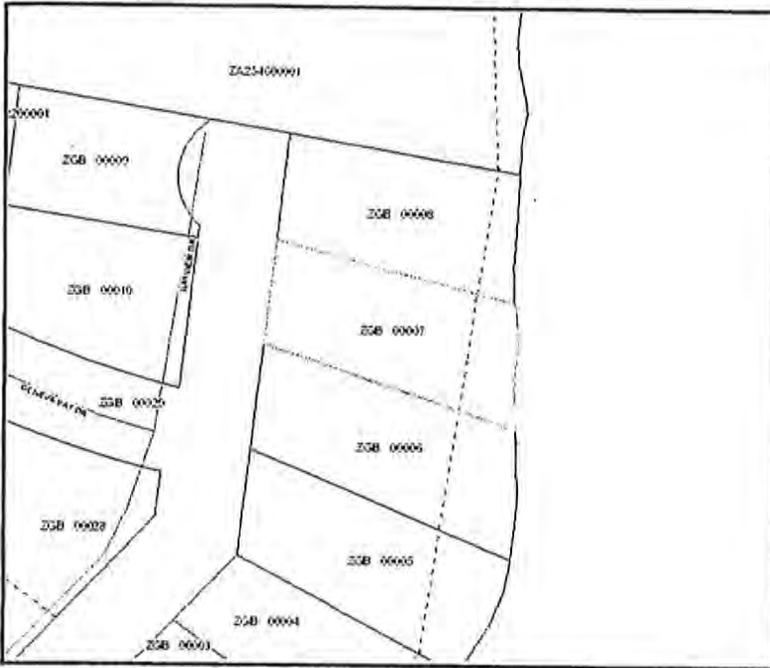
Validation Summary:

Section 1 & 2:

Section 4 & 5

Other errors:

Save	Home	Attachments
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**Walworth County, WI
Land Information Division**

Property Details

Municipality: CITY OF LAKE GENEVA
 Parcel Number: ZGB 00007
 School District: 2884-LAKE GENEVA-GENOA CITY U
 Zoning District:

Owner Information

Owner Name: PEGGY A ROTH TRUST
 Owner Name 2:
 Mailing Address: 837 BAYVIEW DR

LAKE GENEVA WI, 53147

2017 Valuation Information

Land: \$1,660,000.00
 Improvements: \$580,000.00
 Total: \$2,240,000.00
 Acres: 0.4500
 Fair Market Value: \$2,284,800.00
 Assessment Ratio: 0.9803720040
 Mill Rate: 0.0207988980

Tax Information

First Dollar Credit: \$80.27	School Credit: \$5,171.99
Special Assessment: \$0.00	Lottery Credit: \$0.00
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$46,509.25	Woodland Tax Law Taxes: \$0.00
Net Tax: \$46,509.25	

Tax Jurisdictions

CITY OF LAKE GENEVA \$13086.25
 GATEWAY TECHNICAL \$1863.93
 LAKE GENEVA J1 SCHOOL DIST \$13747.13
 WALWORTH COUNTY \$9709.34
 STATE OF WISCONSIN \$0.00
 LAKE GENEVA-GENOA CITY UHS \$8182.87

Elected Officials / Voting Districts

Supervisory District: Nancy Russell (D11)
 State Representative: Tyler August(R) (32nd District)
 State Senator: Stephen Nass(R) (11th District)
 US Representative: Paul Ryan(R) (1st District)
 US Senator: Ron Johnson (R) & Tammy Baldwin (D)

Special Assessments / Charges

Soil Classification

Soil Type	Soil Name	Acres
MyB	MIAMI SILT LOAM, 2 TO 6 PERCENT SLOPES	0.2406
ScB	ST. CHARLES SILT LOAM, 2 TO 6 PERCENT SLOPES	0.1550

Property Address

837 BAYVIEW DR LAKE GENEVA

Legal Description

LOT 7 BLK 1 GENEVA BAY EST. CITY OF LAKE GENEVA

Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.



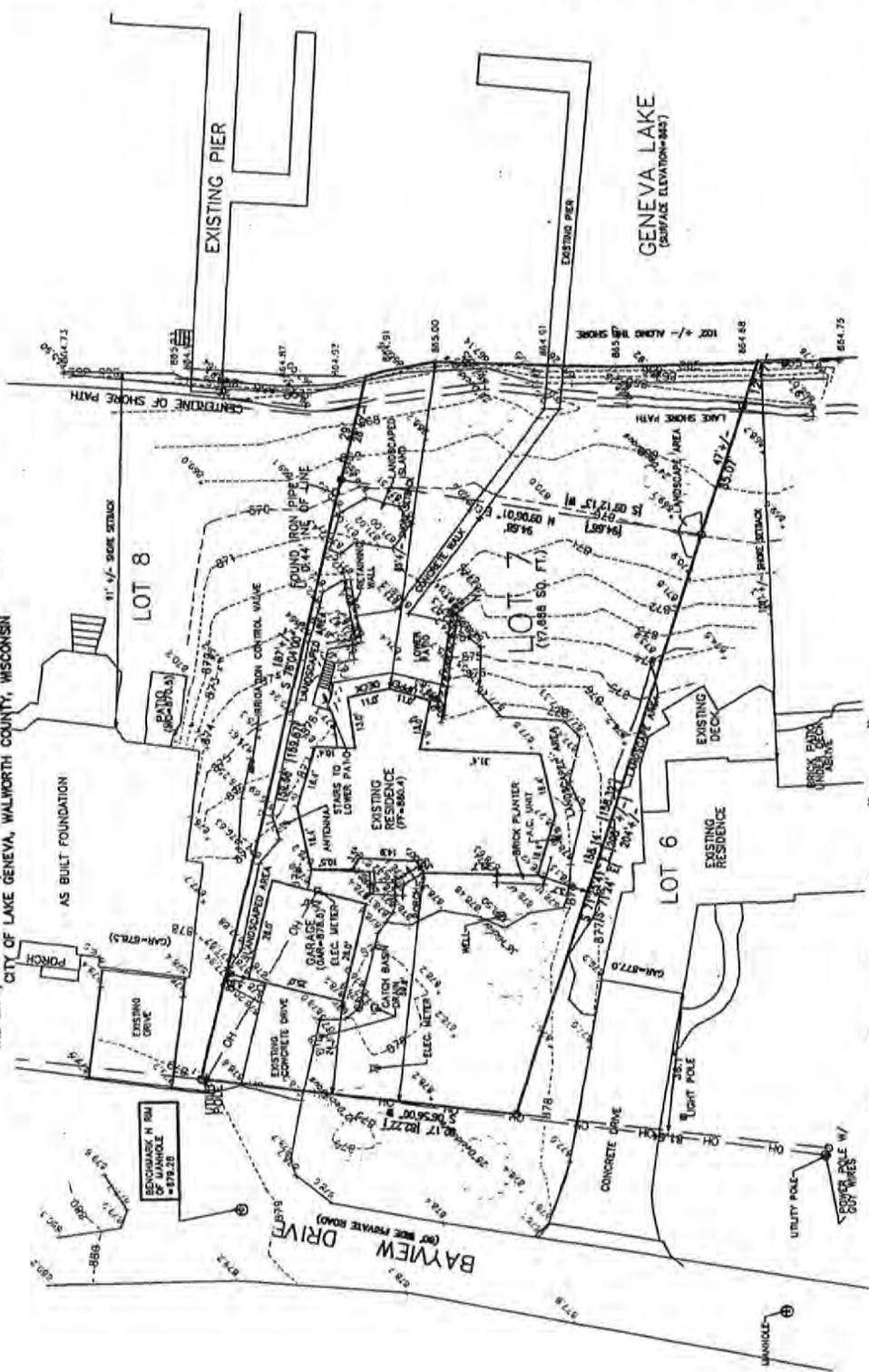
WORK ORDERED BY -
 LAND DEVELOPMENT CO.,
 613 EAGLETON DRIVE,
 LAKE GENEVA, WI 53147

FARRIS, HANSEN & ASSOCIATES, INC.
 ENGINEERING - ARCHITECTURE - SURVEYING
 P.O. BOX 437
 7 HICKORY WISCONSIN 53171
 PHONE (262) 723-2000 FAX (262) 723-2886

PROJECT NO. B740
 DATE: 04/27/2017
 SHEET NO. 1 OF 1

PLAT OF SURVEY LOT 7 BLOCK ONE OF GENEVA BAY ESTATES

LOCATED IN THE NW 1/4 OF THE NE 1/4 SECTION 2, TOWN 1 NORTH, RANGE 17 EAST &
 THE SE 1/4 OF THE SE 1/4 SECTION 35, TOWN 2 NORTH, RANGE 17 EAST
 CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK PRODUCT.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND ITS EXTERIOR BOUNDARIES. THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, EXCHANGE, OR GUARANTEE THE TITLE THEREIN WITHIN ONE YEAR FROM THE DATE HEREOF.

DATE: 04/28/2017

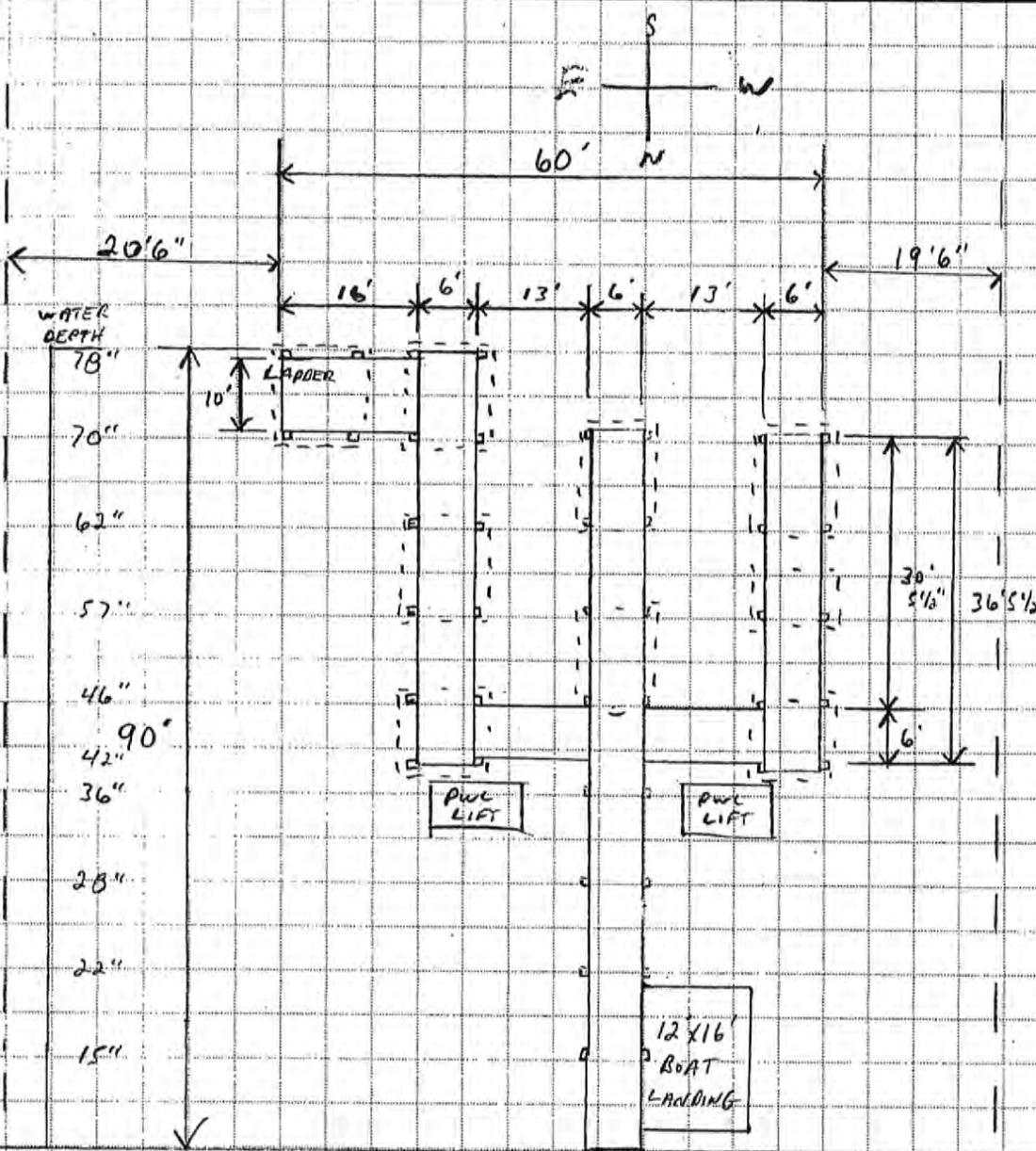
PETER S. GORDON P.L.S. 201

- LEGEND**
- FOUND IRON PIPE STAKE
 - FOUND IRON REBAR STAKE
 - FOUND CONCRETE COUNTY MONUMENT
 - SET IRON REBAR STAKE
 - ▲ SET "MAG NAIL" IN PAVEMENT
 - (XXX) RECORDED AS
 - (FT) FINISHED FLOOR ELEVATION
 - (GAR) GARAGE FLOOR ELEVATION
 - (W) WALKOUT FLOOR ELEVATION

ASSIGNED SOUTH LINE LIT 7
 S 87° 18' 12" E
 PER ORIGINAL SEAL MAP

MAY 01 2017

IGD-7 067-2017



100' SHORELINE

PIER # 33

837 Bayview Drive Lake Geneva

AUSTIN PIER SERVICE, INC.
 North 1398 Highway 14
 WALWORTH, WISCONSIN 53184
 (262) 275-2615

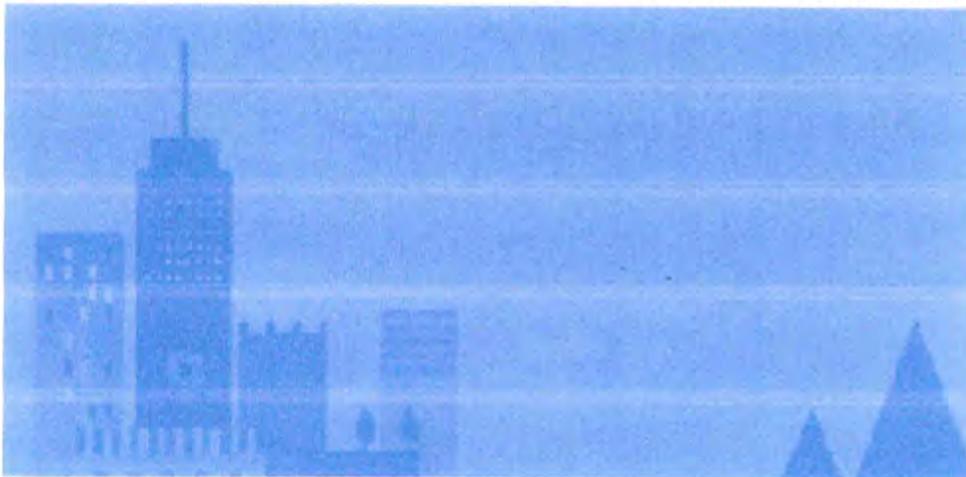
JOB GEORGE & PEGGY ROTH
 SHEET NO. 1 OF 1
 CALCULATED BY DARRELL FREDERICK DATE 8/4/17
 CHECKED BY _____ DATE _____
 SCALE 1" = 20'



837 Bayview Dr
Peggy A Roth Trust



Imagery ©2018 Google, Map data ©2018 Google 50 ft



837 Bayview Dr
Lake Geneva, WI 53147



8-14-17

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item: 16

Applicant:

Geneva Area Foundation
Sean Payne
330 Broad Street
Lake Geneva, WI 53147

Request:

Geneva Area Foundation - Farmers Market
330 Broad Street
Lake Geneva, WI53147
Proposed Conditional Use Permit

Description of Proposed Conditional Uses:

The applicant is submitting a Conditional Use Permit (CUP) to propose a newsite plan for the Farmers Market located at 330 Broad Street. The applicant is looking are utilizing the public alley way in addition removing the vendors from the public Right of Way (ROW) adjacent to the parking stalls on Broad St.

The use of the public alley was identified and discussed at the public works committee without opposition of the proposed use.

The applicant is also expanding the original request of vendors to have for sale to be identified as –
“Sales of Homemade / Home Grown Products: cheese, vegetables, bread, fruit, flowers, hummus, oils, coffee, crepes, empanadas, sauces, desserts, popcorn, seafood, and crafts”.

Action by the Plan Commission:

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

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

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

Staff Review:

The proposed conditional use is fully consistent with the requirements of the Municipal Ordinance.

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:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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:

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

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

330 Broad St / #ZOP 00163
Lots 1 and 2, Block 17, original plat, city of Lake Geneva

NAME AND ADDRESS OF CURRENT OWNER:

Geneva Area Foundation 330 Broad St / P.O. Box 71
Lake Geneva WI 53147

TELEPHONE NUMBER & EMAIL OF CURRENT OWNER: 262-248-4382 director @

horticulturalhall.com

NAME AND ADDRESS OF APPLICANT:

Sean Payne (on behalf of Horticultural Hall)
127 Sumner St. Genoa City WI 53128

TELEPHONE NUMBER & EMAIL OF APPLICANT: 262 745-9341 Spayne3737@gmail.com

PROPOSED CONDITIONAL USE:

Farmers Market, Thursdays, April through October

ZONING DISTRICT IN WHICH LAND IS LOCATED: Central Business

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

N/A

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Sales of homemade/home grown products: cheese, vegetables, bread, fruit, flowers, hummize, oils, crepes, empanadas, sauces, desserts, popcorn, seafood + crafts.

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

2/6/2018



DATE

SIGNATURE OF APPLICANT

ME-Copy

City Plan Commission Meeting
Monday, March 15, 1999 – 6:30 P. M.
Council Chambers, City Hall

Meeting called to order by Mayor Condos.

Roll Call: Present: Commissioners Etten, Waldeck, Gleason, Dunham, Condos, Schiche and Huston.

Motion made by Commissioner Waldeck, seconded by Commissioner Schiche to approve the minutes of the City Plan Commission Meeting of February 15, 1999 as distributed. Unanimously carried.

Comments from the public:

Attorney Tim Swatek, representing Lake Geneva Woodlands Owners Association, requested direction from the Commission on how to procedure, if he had to request an extension of time under the original developer's agreement. Attorney Swatek was informed that he would have to formally appear with a public hearing on the matter.

Attorney Pete Wilson appeared in behalf of Dr. Dermot Fleming, 7273 Highway 50 East, Town of Lyons, requesting a change of zoning before the Walworth County Zoning Office on that property. He was informed that the County has not notified the City of the proposed rezone, so that is the reason it is not on the agenda.

Correspondence: none.

Public Hearing on site plan review filed by Geneva Lake Foundation AKA Horticultural Hall, proposed use, to operate a Farmer's Market, April through November of each year, one day per week, tax key #ZOP 00163, 330 Broad Street was the first hearing before the Commission. Mr. Don McGuff, Director of the Horticultural Hall appeared in behalf of the petition, one day a week during the summer months, sales inside the hall, inside the courtyard, and area at Broad and Wisconsin Streets, inside the sidewalk. The reason for the site plan review is just for the area between the sidewalk and the building. David C. Williams, 325 Cook Street, would be opposed if a flea market was allowed. After all was heard, a motion was made by Commissioner Waldeck, seconded by Commissioner Dunham and unanimously carried. Motion was made by Commissioner Dunham, seconded by Commissioner Gleason to recommend approval to the City Council for a Farmer's Market, April through November, one day per week, tax key ZOP 00163, 330 Broad Street with the conditions that the display tables be kept back 5 feet from the sidewalks and that the sales be limited to fruits, vegetables, flowers and bake goods. Unanimously carried.

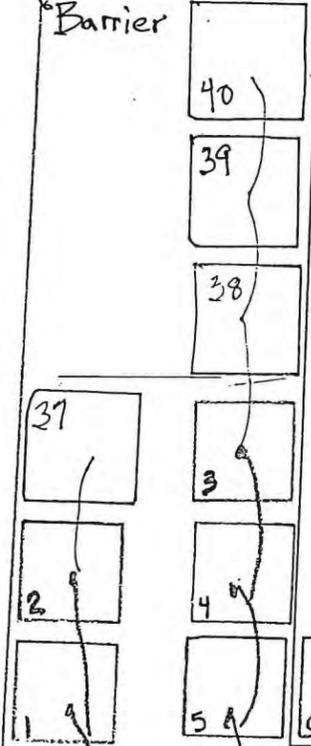
Public Hearing on conditional use application filed by A. Campbell Perks, proposed use, addition of 8 x 16 foot section onto main pier; addition of 8 x 30 foot L to north and addition of 4 x 30 foot slip to the north, tax key #ZA 1240 00002, 946 Ceylon Court. Mr. Jeff Reed of Reed's Construction appeared in behalf of the petitioner to explain the proposed use. Closest pier to the Perks' pier is 78 feet as they touch the shoreline and additions would be going away from the 78 feet. Total length of Perks pier will be 100 feet. No one else appeared in favor or in opposition. A motion was made by Commissioner Gleason, seconded by Commissioner Dunham to close the Public Hearing. Unanimously carried. Motion was made by Commissioner Dunham, seconded by Commissioner Gleason to recommend approval to the City Council of the conditional use filed by Mr. A. Campbell Perks with the condition that there be no additional moorings on buoys. Unanimously carried.

Public Hearing on conditional use application filed by State of Wisconsin/Department of Natural Resources, proposed use, to install a fishing pier near the southeast corner of the Ceylon Lagoon, tax key #ZYUP 00146, Big Foot State Park. Mr. Doug Welch of the DNR appeared in behalf of the petition stating that the weedy condition along the shoreline of the lagoon starting in June is an impediment for the fisherman in that area and with the installation of the pier they will be able to get beyond the weedy area. No one else appeared in favor or in opposition. Motion was made by Commissioner Dunham, seconded by Commissioner Gleason to close the Public Hearing. Unanimously carried. Motion was made by Commissioner Gleason, seconded by Commissioner Etten to recommend approval to the City Council on

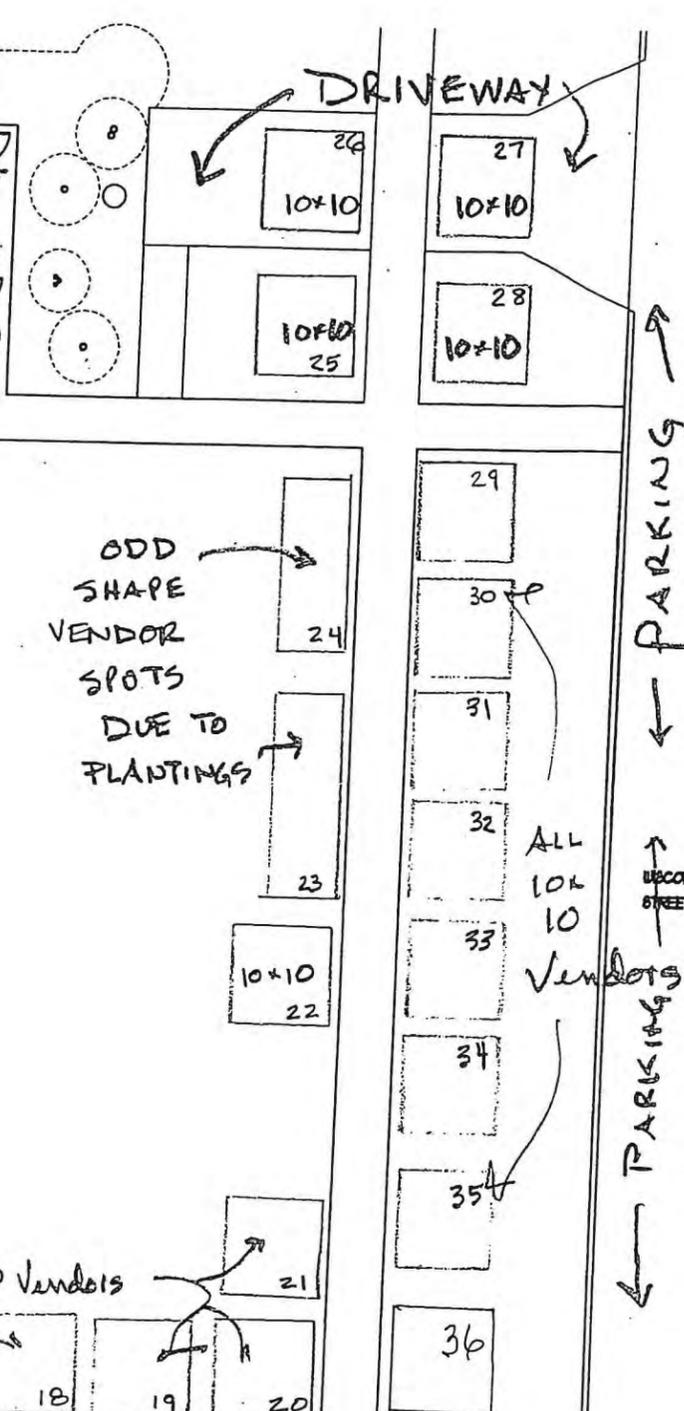
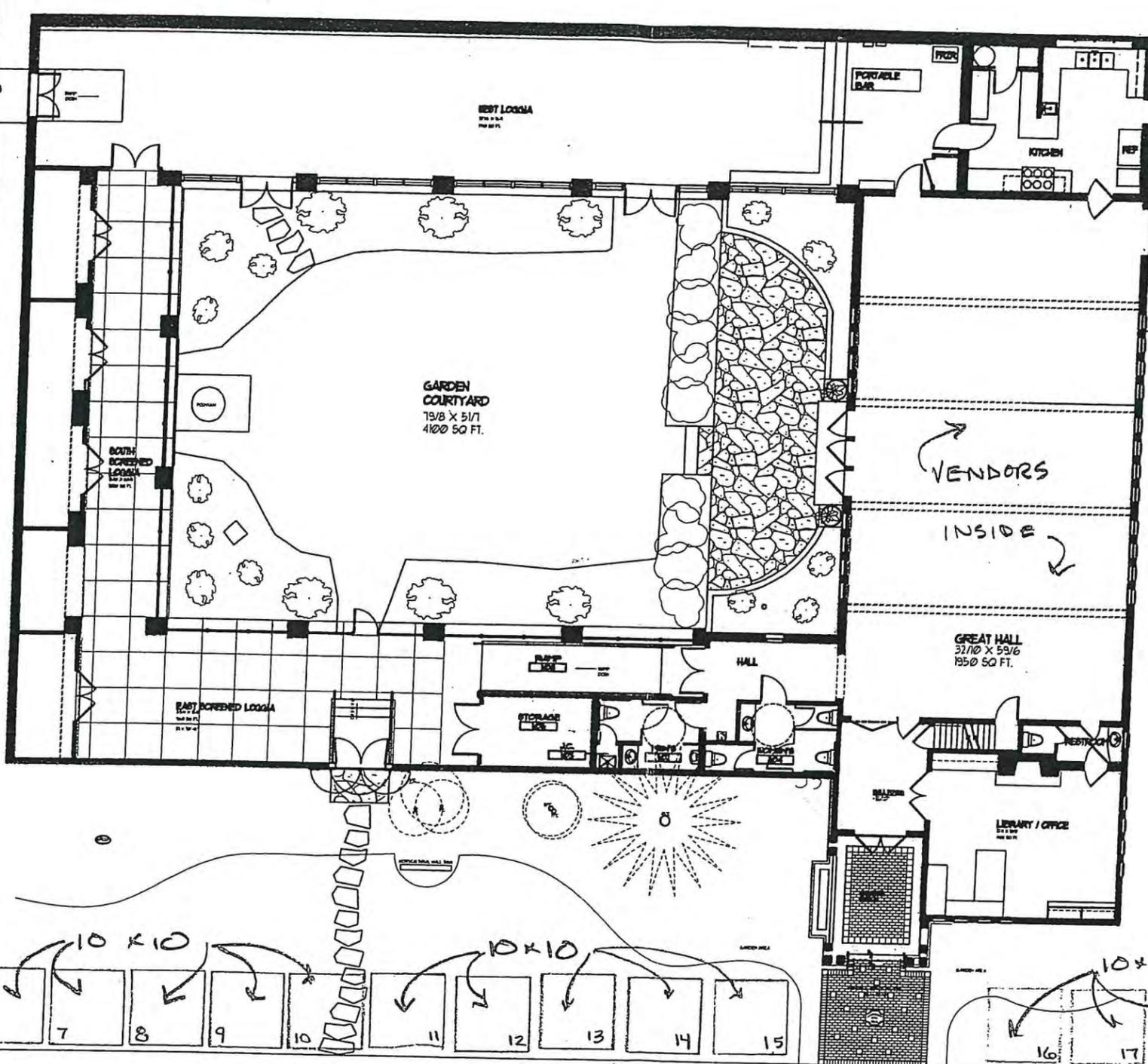
SIGN AT ALLEY ACCESS
 COOK ST.
 ALLEY ENTRY
 "DEAD END"

ALLEY

Barrier



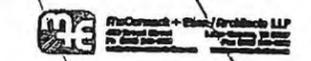
(9) 10x10 Spaces



ODD SHAPE
 VENDOR SPOTS
 DUE TO PLANTINGS

PARKING

- spots 1-22 10x10
- 23-24 ODD shape
- 25-36 10x10
- 37-40 10x10



BROAD STREET
 STREET PARKING

HORTICULTURAL HALL FLOOR PLAN



CROSSWALK
 SIGN W/ FLAGS
 "PEDESTRIAN CROSSING"

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item: 17

Applicant:

TC Productions LLC.
100 N. Edwards Blvd.
Lake Geneva, WI 53147

Request:

Zoning Map Amendment to change the existing zoning of lot, Tax Key No. ZA196100004

- from Planned Development (PD)
- to Planned Business (PB)

Description:

This request is to amend the Official Zoning Map for the parcel located on the West side of Edwards Blvd., immediately south of the Aldi Store, to accommodate potential Magic Studio, for an Indoor Commercial Entertainment land use. The request is to change the zoning of the parcel from Planned Development (PD) to Planned Business (PB) zoning district, as identified as an allowable land use in the City's Future Land Use Map of the City's Comprehensive Plan.

The parcel included in this Zoning Map Amendment request is:

- Parcel ZA196100004 located at 101 N. Edwards Blvd.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments to be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. This map recommends the Planned Business Use land use involved in this request. This land use category allows for Planned Business (PB) zoning and land uses-- such as the proposed Magic Studio which has a Commercial Indoor Entertainment land use.

The proposed Planned Business (PB) zoning *is consistent* with the Comprehensive Plan's recommended land use category recommended by the Future Land Use Map.

Action by the Plan Commission:

Recommendation to the Common Council on the proposed Zoning Map Amendment from Planned Development (PD):

As part of the consideration of a requested Zoning Map Amendment, the Plan Commission is required to:

- Provide the Common Council with a *recommendation* regarding the proposed Zoning Map amendment to the Neighborhood Business (NB) zoning district; and,
- Include *findings* required by the Zoning Ordinance for Zoning Map amendments.
-

Staff Review Comments:

The request zoning map amendment would enable the consideration of the proposed Magic Studio for a Conditional Use Permit. The Planned Business (PB) zoning district is intended for large & small-scale commercial development which is compatible with the desired overall community character of the area in general

Required Plan Commission Findings on the proposed Zoning Map Amendment for Recommendation to Common Council:

A proposed Zoning Map Amendment must be reviewed in relation to the following criteria, below:

- A. If, after the public hearing, the Commission wishes to recommend *approval*, then the appropriate fact finding would be in agreement with Items 1 and 3, and one or more factors of Item 2, of the following.
1. The proposed Zoning Map Amendment furthers the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA)
 2. One or more of the following factors have arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
 3. The proposed amendment to the Official Zoning Map maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
- B. If, after the public hearing, the Commission wishes to recommend *denial*, then the appropriate fact finding would be in disagreement with at least one of Items 1, 2, or 3 of the following:
1. The proposed Zoning Map Amendment does not further the purposes of the Zoning Ordinance as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA).
 2. One or more of the following factors have not arisen that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
 - b. A mistake was made in mapping on the Official Zoning Map;
 - c. Factors have changed, making the subject property more appropriate for the proposed zoning;
 - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

3. The proposed amendment to the Official Zoning Map 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.

Staff Recommendation on the proposed Zoning Map Amendment:

1. Staff recommends that the Plan Commission recommend *approval* of the Zoning Map Amendment as proposed.
2. Staff recommends the *affirmative set of findings* provided above, noting that the proposal meets factors 1, 2a, and 3. Specifically:
 - In regard to Factor 1: the proposal will be consistent with all FEMA requirements;
 - In regard to Factor 2c: the proposal implements the Comprehensive Plan's Future Land Use Map recommendation for Planned Business development on the subject property; and,
 - In regard to Factor 3: the proposal maintains the desired consistency of land uses, land use intensities, and land use impacts as a transition between commercial development to the east and south along Edwards Blvd.

APPLICATION FOR ZONING MAP AMENDMENT FOR PLANNED DEVELOPMENT
ZONING INCLUDING GENERAL DEVELOPMENT PLAN APPROVAL (PD/GDP) AND
ONE PRECISE IMPLEMENTATION PLAN APPROVAL (PD/PIP)

Name of Applicant: TC Productions LLC

Address of Applicant: _____

Telephone No. (608) 477-1447

~~Fax~~ and/or email: () Tristancrist@gmail.com

Name of Owner: R.ter Enterprise

Address of Owner: _____

Telephone No. () _____

Fax and/or email: () _____

Subject property address and/or complete legal description (use attached sheet if necessary):

100 N. Edwards Blvd outlot 3 CSM 1961
Requesting zoning map change to
Planned Business

Current Zoning District: Planned Development

Fee of \$750.00 payable upon filing application.

Date

Signature of Applicant

STAFF REPORT
To Lake Geneva Plan Commission
Meeting Date: April 16, 2018

Agenda Item #18

Applicant:

TC Productions LLC
100 N. Edwards Blvd.
Lake Geneva, WI 53147

Request:

Public Hearing & Recommendation for a
Proposed Conditional Use Permit for Indoor
Commercial Entertainment for a
Magic Theater at 100 North Edwards Blvd.
Tax Key No: ZA196100004.

Description of Proposed Conditional Uses:

The applicant is submitting a Conditional Use Permit (CUP) to propose a new commercial building for the Tristan Crist Magic Theater. The subject property is located south of the Aldi's grocery store and north of The Ridges multi-family development on the west side of North Edwards Boulevard – across the street from Walmart. The property is located in an area with expired Planned Development zoning, with Planned Business (PB) as the baseline zoning district. The proposed theater is regulated as an Indoor Commercial Entertainment land use by the Zoning Ordinance, which requires a CUP in the PB District. A request to amend the Zoning Map from the old Planned Development back to the PB District was considered by the Plan Commission tonight, on the immediately preceding agenda item.

The proposed theater would provide 150 seats, to be served by a parking lot with 52 stalls. This slightly exceeds the zoning ordinance requirement of 1 parking stall for every 3 seats.

The proposed Building Elevations depict a main entrance with wall signage over the doors, at the northwest corner of the building. The building will be dominated by windows on its north (front) side and will include metal siding with concealed fasteners (per the Zoning Ordinance), and stone veneer. The look of the front elevation will wrap around to the east side of the building, which faces Edwards Boulevard. The metal and stone exterior materials will also be continued on the south and west sides of the building.

The proposed Landscaping Plan exceeds the requirements of the Zoning Ordinance. In addition to significant new landscaping, the Plan depicts the preservation of the existing plants located along the south property line. The depicted monument sign and wall sign also meet all requirements.

The proposed Grading and Erosion Control Plan accommodates on-site stormwater management and also provides for the management of overland stormwater flows coming through the site from the southwest to the northeast. These plans have been carefully reviewed by City Staff and the City's Engineering Consultant.

Finally, in several of the submittal materials, the term "Phase 1" is used. This notation refers to the ability of the site to provide for expansion of the proposed building – most likely to the north. Such potential future expansion is not being proposed or reviewed at this time.

Action by the Plan Commission:

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

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

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

Staff Review:

The proposed conditional use is fully consistent with the requirements of the Zoning Ordinance. The project has been carefully designed to address the current state of rough grading on the property and existing overland stormwater flows, as well as proposed additional flow from this project.

Staff notes that potential building expansion will be subject in any and all instances to Site Plan review by the Plan Commission. If said expansion involves an expansion of the Theater indoor commercial entertainment land use, a revised Conditional Use Permit will be required. If said expansion involves one or more separate businesses, a new Conditional Use Permit will be required for a multi-tenant Group Development project.

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:
1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
 2. 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.
 3. 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.
 4. 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.
 5. 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.

6. 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:
1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. 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:

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.
3. Staff recommends that no additional conditions of approval be attached.

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

SITE ADDRESS/PARCEL NO. AND FULL LEGAL DESCRIPTION REQUIRED (ATTACH SEPARATE SHEET IF NECESSARY):

100 North Edwards Blvd, Lake Geneva WI
outlot 3 - CSM 1961

NAME AND ADDRESS OF CURRENT OWNER:

Rick Ter Enterprise / TC Productions LLC

TELEPHONE NUMBER & EMAIL OF CURRENT OWNER: T/C Prod. 608-477-1447

Tristan Crist @ gmail.com

NAME AND ADDRESS OF APPLICANT:

Peter Juergens

N 2689 Sunset Blvd. Lake Geneva WI

TELEPHONE NUMBER & EMAIL OF APPLICANT: 414-588-2909 / peter.juergens@hotmail.com

PROPOSED CONDITIONAL USE:

To Allow 150 Seat Magic Theatre

ZONING DISTRICT IN WHICH LAND IS LOCATED:

Plan Business

NAMES AND ADDRESSES OF ARCHITECT, PROFESSIONAL ENGINEER AND CONTRACTOR OF PROJECT:

Architect - Peter Juergens 2601 S. Sunny Slope Rd. New Berlin WI

Engineer - Farris, Hansen and Asso. 7 Ridgway Ct. Elkhorst WI

Contractor - Geneva Bay Const. 2689 Sunset Blvd Lake Geneva

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

One Hundred Fifty Seat Magic Theatre

CONDITIONAL USE FEE PAYABLE UPON FILING APPLICATION: \$400.00 [\$100 FOR APPLICATIONS UNDER SEC. 98-407(3)]

3-9-18

DATE

SIGNATURE OF APPLICANT



APPLICATION FOR CONDITIONAL USE - Justification of Proposed Use and Plan of Operation

TRISTAN CRIST MAGIC THEATRE

100 N. Edwards Blvd. Lake Geneva, WI

Proposed use:

The proposed development is to be used for the purposes of operating a live performance theatre and related services and sales. Specifically, year-round performances of the Tristan Crist Illusion Show – a live magic, comedy and illusion performance geared towards family audiences that has been in operation in Lake Geneva since December 2015. The Tristan Crist Magic Theatre has a proven track record of professionalism and quality that has attracted over 27,000 audience members in the last 2.5 years. The Tristan Crist Magic Theatre is currently the #1 rated Lake Geneva attraction on TripAdvisor and consistently sells out.

The proposed move to the new building will allow for an improved audience experience including: a dedicated parking lot, more spacious lobby, increased number of restrooms, larger stage, modern updated seating and better wheelchair accessibility.

100 N Edwards Blvd. is currently an undeveloped lot behind Aldi and across from Walmart. The proposed 5,000 square foot building will be an intimate 150 seat venue that will showcase the Tristan Crist Illusion Show. This destination attraction will draw tourists to Lake Geneva while continuing to provide a professional evening entertainment event for families and contributing to the economic vitality of the area.

Projected employees and customers:

The theatre will be run by one full time employee and 3 part-time contractors. On show days with one performance, the maximum number of audience members will be 150. On rare occasions with two performances (peak tourist season), the maximum number is 300 per day at separate times. Audiences are typically made up of 75 percent adults and 25 percent kids. Tourist season sees an influx in family audiences and off season sees more adults going out for evening entertainment.

Operational considerations:

During peak summer months, (July / August) the venue will operate 7 days a week with evening performances at 7:30 pm and occasional added shows between 12-7 pm based on demand.

(Operational considerations continued)

During off-season, the venue will operate on Saturdays with shows at 7:00 pm and occasional added shows between 12-7 pm based on demand. Additional performances including matinees will be held on busier holiday weeks. (winter break, spring break, Winterfest, etc.) The venue will also be available for private corporate shows, bus tour groups, or community events. These types of private rental events happen approximately once a month at the current theatre location at various times.

Signage:

A monument sign adhering to city codes and guidelines will be installed on the frontage of the land. A theatre marquee sign with the "Tristan Crist Magic Theatre" logo will be installed over the entrance and adjoining wall of the building. (See attached rendering.) Frosted non-blinking lightbulbs will be installed under the marquee.

Additional notes:

An application will be made for a license to sell beer and wine on premise due to feedback from current customers asking for it. The concession counter will be open prior to the performance but not during the performance essentially limiting the consumption of alcohol to one drink for the duration of the show.

From time to time contractors may be removing excess soil from the site in preparation of phase 2 of future site development.

TRISTAN CRIST MAGIC THEATRE

100 N. EDWARDS BLVD. LAKE GENEVA, WI



PLANT IMAGES FOR THE
TRISTAN CRIST MAGIC THEATER



INCREDIBALL HYDRANGEA



NORWAY SPRUCE



MISS KIM LILAC



AUTUMN JAZZ VIBURNUM



JUDD VIBURNUM



FINE WINE WEIGELA

PLANT IMAGES FOR THE
TRISTAN CRIST MAGIC THEATER



MARMO RED MAPLE



LEGACY SUGAR MAPLE



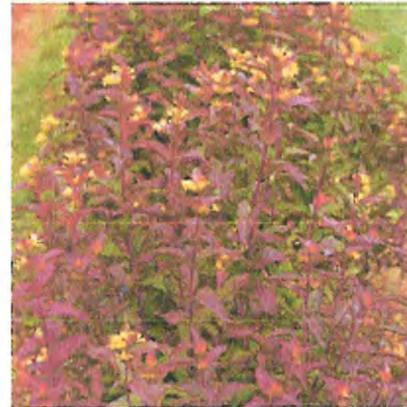
RIVER BIRCH



BOXWOOD



HACKBERRY



KODIAK RED DIERVILLA



DWARF BURNING BUSH



DAWYCK PURPLE BEECH

PERENNIAL IMAGES FOR THE
TRISTAN CRIST MAGIC THEATER



DAISY MAY DAISY



STRAWBERRY SEDUCTION YARROW



PRAIRIE DROPSEED



CHEYENNE SKY SWITCH GRASS



KIM'S KNEE HIGH CONEFLOWER



LITTLE GOLD STAR BLACKEYED SUSAN



BROWN FOX SEDGE

PERENNIAL IMAGES FOR THE
TRISTAN CRIST MAGIC THEATER



CINNAMON FERN



MIDNIGHT ROSE CORAL BELLS



BIG DADDY HOSTA



JETHRO TULL COREOPSIS



KOREAN FEATHER REED GRASS



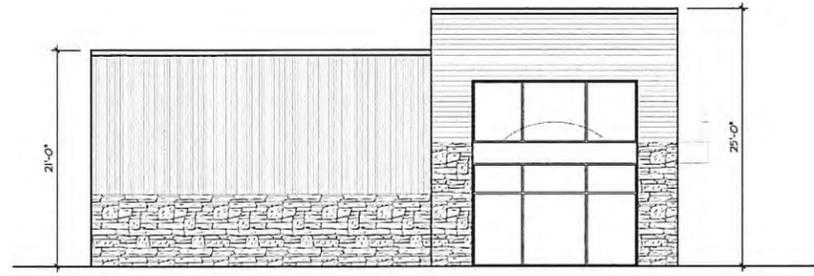
KNOCK OUT PINK SHRUB ROSE



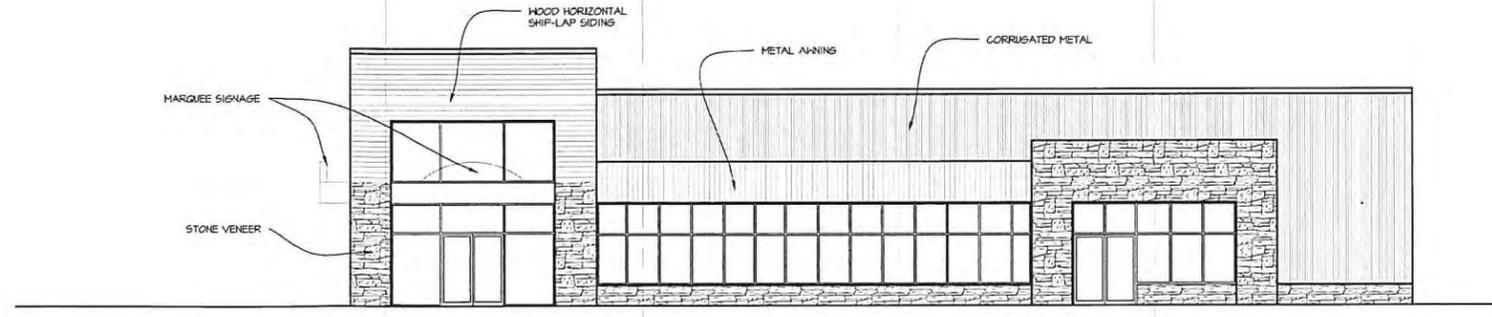
DWARF RUSSIAN SAGE



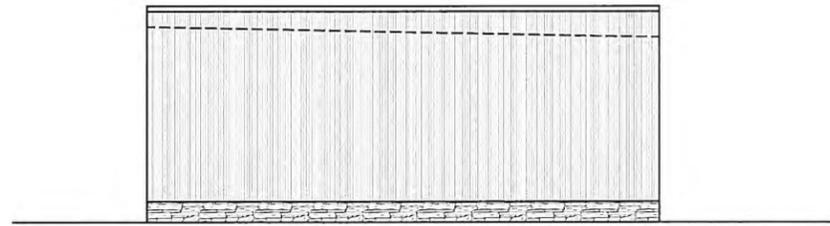
PERENNIAL GERANIUM



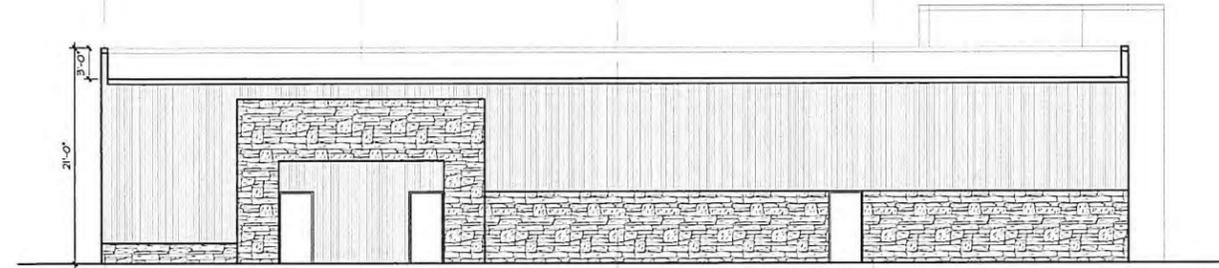
EAST ELEVATION
1/8" = 1'-0"



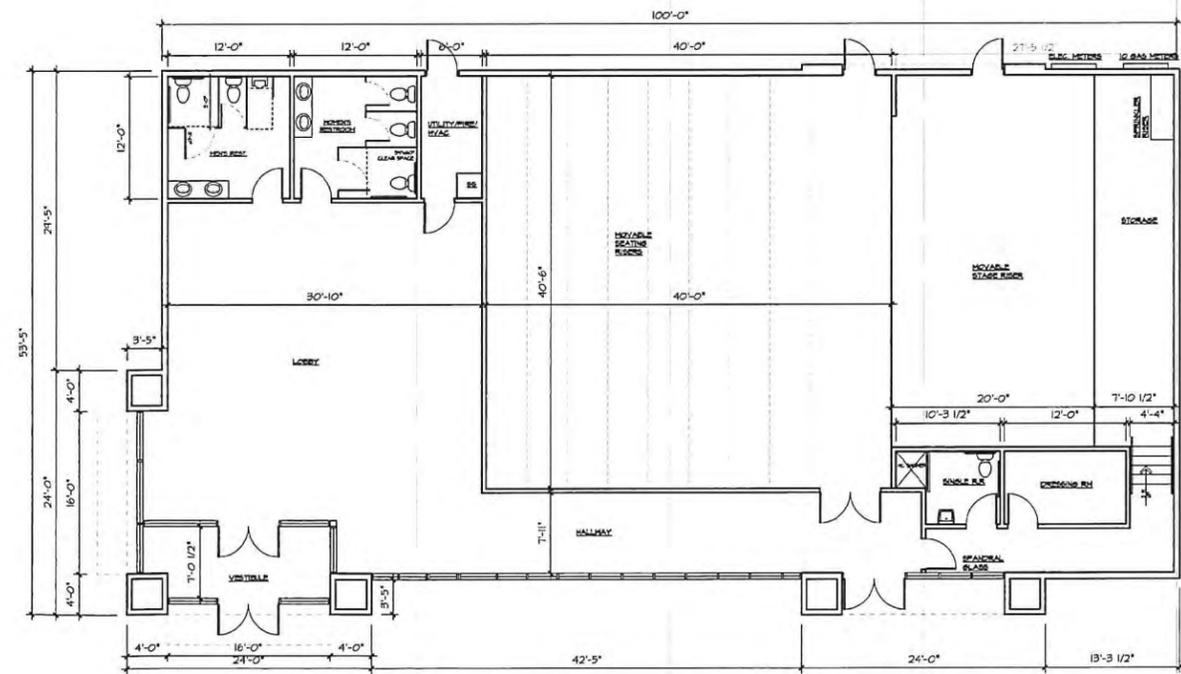
NORTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



PROPOSED FLOOR PLAN
1/8" = 1'-0"

REVISIONS:

-2-2-18	-2-13-18
-3-8-18	-3-23-18

TRISTAN CRIST MAGIC THEATER

EDWARDS BLVD
LAKE GENEVA, WI

SHEET TITLE:
PROPOSED ELEVATIONS & FLOOR PLAN

A-1

DATE: FEBRUARY 2, 2018
PROJECT NUMBER: 18-131

PATERA LLC
Excellence in Architecture
2601 S. Sunny Slope Rd. • New Berlin, WI 53151
262-786-6776 FAX 262-786-7036

COPYRIGHT: PATERA LLC...IT IS UNLAWFUL FOR ANYONE TO USE OR REPRODUCE BY ANY MEANS ALL OR ANY PORTION OF THESE CONSTRUCTION DOCUMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PATERA LLC.

PERENNIAL SCHEDULE

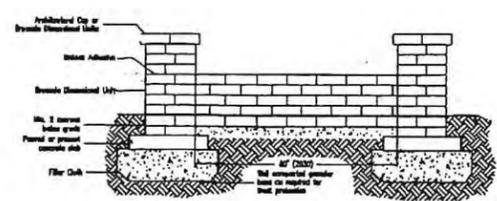
#	BOTANICAL NAME	COMMON NAME	QTY	SIZE
1	OSMUNDA CINNAMOMEA	CINNAMON FERN	8	1 GAL
2	HEUCHERA SP. 'MIDNIGHT ROSE'	CORAL BELLS	15	1 GAL
3	OSMUNDA CINNAMOMEA	CINNAMON FERN	8	1 GAL
4	OSMUNDA CINNAMOMEA	CINNAMON FERN	3	1 GAL
5	HOSTA SP. 'BIG DADDY'	BIG DADDY HOSTA	1	1 GAL
6	COREOPSIS 'ETHRO TULL'	COREOPSIS	25	1 GAL
7	CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	8	2 GAL
8	ROSA SP. 'KNOCK OUT PINK DOUBLE'	SHRUB ROSE	4	POTTED
9	CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	8	2 GAL
10	PEROVSKIA 'LITTLE SPIRE'	DWARF RUSSIAN SAGE	5	1 GAL
11	GERANIUM SANG. 'MAX FREI'	PERENNIAL GERANIUM	10	1 GAL
12	LEUCANTHEMUM 'DAISY MAY'	DAISY	8	1 GAL
13	ACHILLEA 'STRAWBERRY SEDUCTION' YARROW	YARROW	10	1 GAL
14	CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	8	2 GAL
15	ACHILLEA 'STRAWBERRY SEDUCTION' YARROW	YARROW	10	1 GAL
16	GERANIUM SANG. 'MAX FREI'	PERENNIAL GERANIUM	8	1 GAL
16A	SPOROBOLUS HETEROLEPIS	PRAIRIE DROP SEED	5	2 GAL
17	PANICUM VIRGATUM 'CHEYENNE SKY' SWITCH GRASS	SWITCH GRASS	5	2 GAL
18	RUDBECKIA 'LITTLE GOLD STAR' (15) ECHINACEA 'KIMS KNEE HIGH' (15)	PURPLE CONEFLOWER	30	TOTAL
19	PANICUM VIRGATUM 'CHEYENNE SKY' SWITCH GRASS	SWITCH GRASS	5	2 GAL

PLANT SCHEDULE

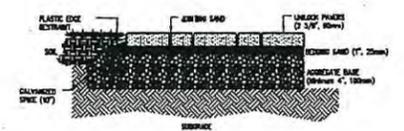
QTY	BOTANICAL NAME	COMMON NAME	SIZE
4	ACER FREEMANTII 'MARMO'	MARMO RED MAPLE	2"
2	ACER SACCHARUM 'LEGACY'	SUGAR MAPLE	2"
2	BETULA NIGRA	RIVER BIRCH-CLUMP	6-8"
7	BUXUS CHICAGOGLAND GREEN	BOXWOOD	24"
2	CELTIS OCCIDENTALIS	HACKBERRY	2"
4	DIERVILLA 'KODIAK RED'	KODIAK RED DIERVILLA	24"
2	EUONYMUS ALATUS 'COMPACTUS'	DWARF BURNING BUSH	30"
6	FAGUS SYLVATICA 'DAWYCK PURPLE'	DAWYCK PURPLE BEECH	2"
4	HYDRANGEA 'INCREDIBALL'	INCREDIBALL HYDRANGEA	24"
3	PICEA ABIES	NORWAY SPRUCE	6"
7	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	48"
3	VIBURNUM DENTATUM 'AUTUMN JAZZ'	AUTUMN JAZZ VIBURNUM	3"
1	VIBURNUM X JUDDII	JUDD VIBURNUM	30"
8	WEIGELA FLORIDA 'FINE WINE'	FINE WINE WEIGELA	24"

CITY OF LAKE GENEVA LANDSCAPE POINT SCHEDULE FOR PLANNED BUSINESS ZONING DISTRICT

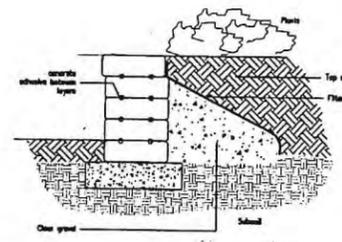
FOUNDATION REQUIRED POINTS	FOUNDATION DESIGNED POINTS
300 LF FOUNDATION + 100 = 3 X 40 = 120 POINTS	122 POINTS
DEVELOPED LOT REQUIRED POINTS	DEVELOPED LOT DESIGNED POINTS
5000 SF + 1000 = 5 X 10 = 50 POINTS	105 POINTS
STREET FRONTAGE REQUIRED POINTS	STREET FRONTAGE DESIGNED POINTS
236 LF + 100 = 2.36 X 40 = 95 POINTS	120 POINTS
PARKING LOT REQUIRED POINTS	PARKING LOT DESIGNED POINTS
20841 SF + 10000 = 2 X 80 = 167 POINTS	210 POINTS



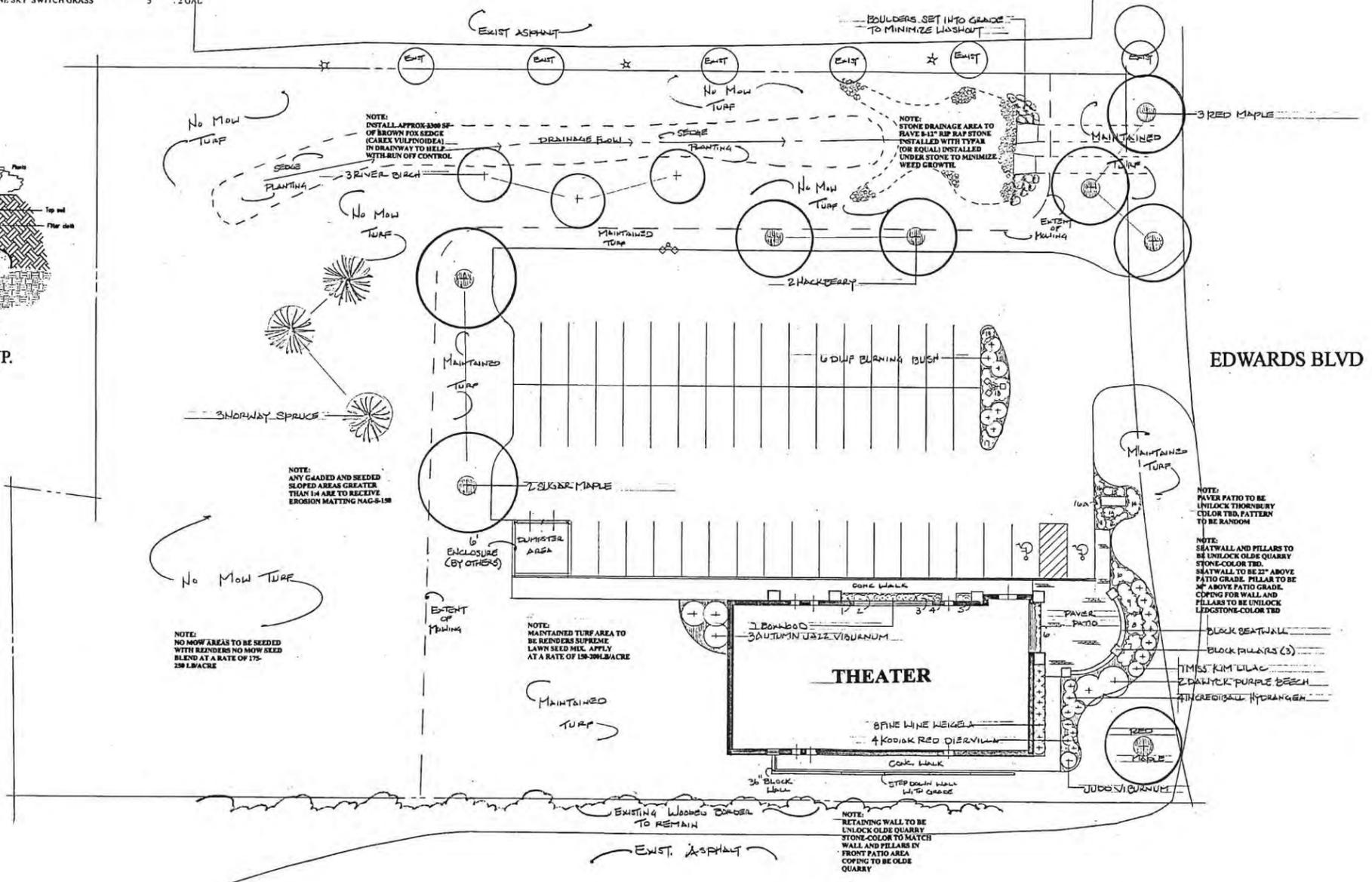
PILLAR AND SEATWALL DETAIL (NTS)



PATIO PAVER DETAIL (NTS)

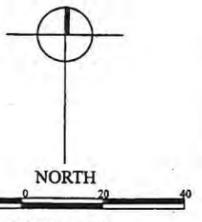


WALL SECTION TYP. (NTS)



NOTES AND SPECIFICATIONS

- ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH CITY, VILLAGE OR OTHER LOCAL LANDSCAPING OR CONSTRUCTION SPECIFICATIONS
- ALL INDIVIDUAL TREES TO RECEIVE 2" CLEAN SHREDDED HARDWOOD BARK MULCH IN A 5' DIAMETER MOW RING.
- ALL PLANTING BEDS TO RECEIVE 3" MIX SHREDDED BARK MULCH. ALL PLANTING BEDS TO BE SPADE EDGED.
- ALL PLANT MATERIAL TO BE OF SPECIMEN QUALITY AND MEET THE AMERICAN STANDARDS FOR NURSERY STOCK, WHICH IS PUBLISHED BY THE ANA (AMERICAN ASSOCIATION OF NURSEYMEN).
- ALL PLANTS (UNLESS OTHERWISE SPECIFIED) ARE TO BE BALLED & BURLAPPED OR APPROVED CONTAINER STOCK
- ALL TREE SHRUB BACK FILL MIX TO BE: 4 PARTS CLEAN FULVERIZED TOPSOIL 1 PART MUSHROOM COMPOST
- ALL PERENNIAL PLANTING MIX TO BE: 3 PARTS CLEAN FULVERIZED TOP SOIL 1 PART MUSHROOM COMPOST 1 PART SAND 40 # / 100 SF GYPSUM (FILL 1" OF THIS MIX IN 6" DEEP)
- CONTRACTOR TO SUBMIT IN WRITING TO PROPERTY OWNERS, A ONE YEAR-100% PLANT GUARANTEE TO COMMENCE ON THE DAY OF PROJECT COMPLETION.
- CONTRACTOR RESPONSIBLE FOR CALLING DIGGERS HOTLINE 1-800-342-8511 TO LOCATE ALL UTILITIES PRIOR TO STARTING PROJECT. ALL UTILITIES PRIOR TO STARTING PROJECT.
- CONTRACTOR RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS REQUIRED FOR PROJECT INSTALLATION.
- CONTRACTOR TO ADJUST PLANTINGS FOR UNDERGROUND UTILITY LINES, ESCAPE WINDOWS, CONDENSER UNITS AND UTILITY METERS AND OVERHEAD UTILITY LINES.



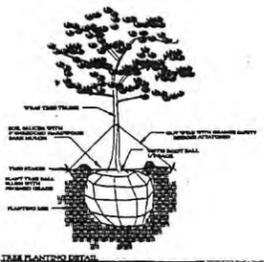
REVISION	DATE	REVISION



SHRUB PLANTING DETAIL (NTS)



PERENNIAL PLANTING DETAIL (NTS)



TREE PLANTING DETAIL (NTS)



EVERGREEN PLANTING DETAIL (NTS)

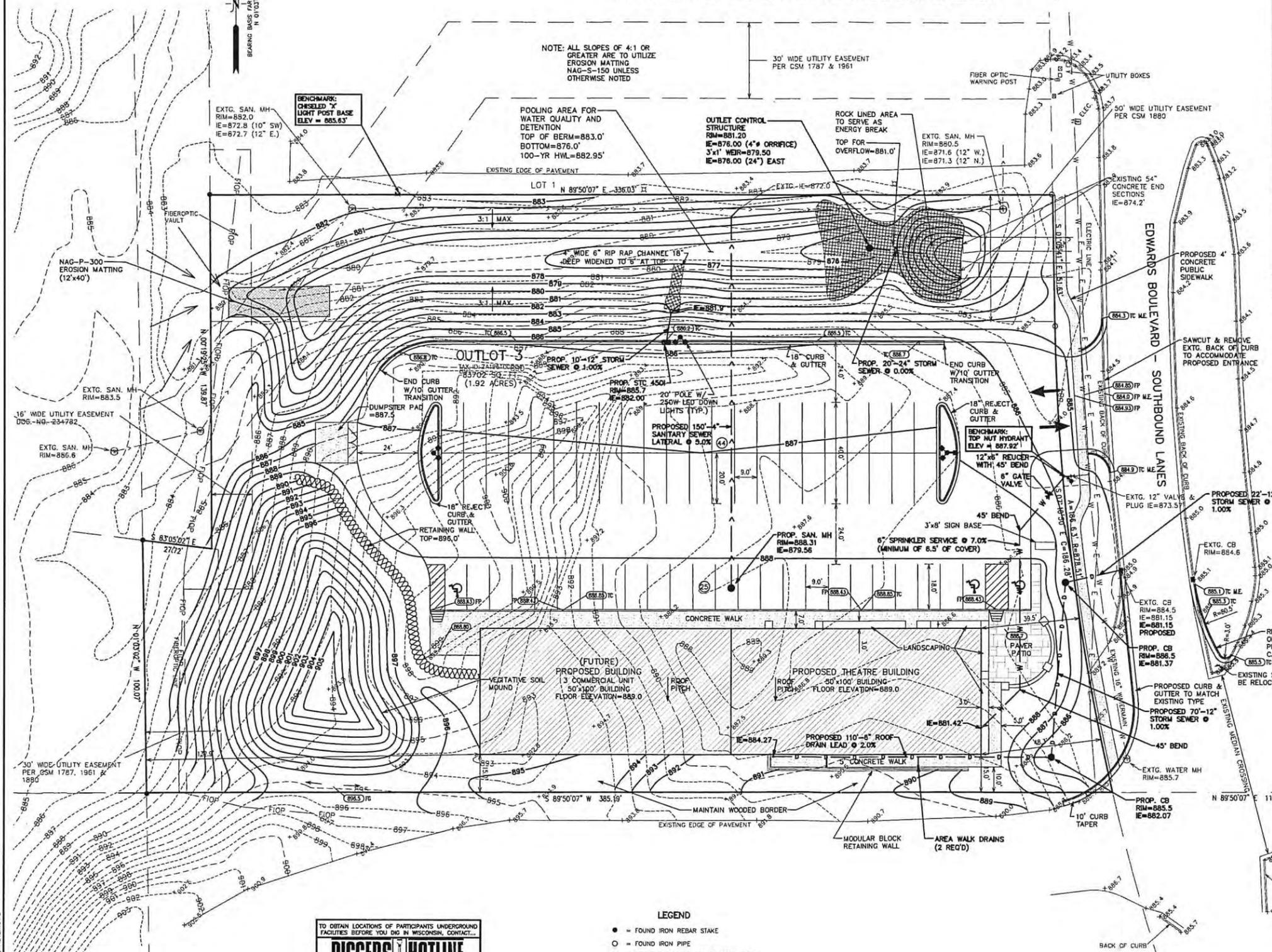
TRISTAN CRIST MAGIC THEATER
 EDWARDS BLVD
 LAKE GENEVA, WI 53147
 MARCH 8, 2018

BY: **S** **CHEEL & ASSOCIATES**

LANDSCAPE DESIGN
 RESIDENTIAL AND COMMERCIAL
 LOW VOLTAGE OUTDOOR LANDSCAPE LIGHTING
 DESIGN/INSTALLATION/MAINTENANCE
 N2020 CITY RD H #561
 LAKE GENEVA WI 53147
 Phone: (262) 348-1315
 E-mail: scheelandassociates@gmail.com
 © Scheel and Associates 2018

SITE, GRADING DRAINAGE AND EROSION CONTROL PLAN THE MAGIC THEATRE

OUTLOT 3 OF CERTIFIED SURVEY MAP NO. 1961 LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 31,
TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



- OBTAIN REQUIRED NR 216 PERMIT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEFORE START OF ANY LAND DISTURBING ACTIVITY ON SITE.
- HOLD PRE-CONSTRUCTION MEETING TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE.
- INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON SITE INCLUDING TEMPORARY SILT FENCE, STONE TRACKING PAD PER WDMR TECHNICAL STANDARDS.
- DETENTION BASIN SHALL BE DUG AND USED AS TEMPORARY SEDIMENT TRAP. TEMPORARY SWALES FROM SITE GRADING AREAS SHALL BE CREATED TO DIVERT RUNOFF WATERS AS POSSIBLE TO THE TRAP DURING EXCAVATION AND GRADING.
- CLEAR AND REMOVE VEGETATION OVER SITE GRADING AREAS (SEE SPECIFICATIONS).
- STRIP TOPSOIL FROM ACCESS ROAD AND IN PLANNED WORK AREA OF THE SITE AND STOCKPILE WHERE SHOWN ON PLAN OR AS FIELD ADJUSTED. INSTALL TEMPORARY SILT FENCE AROUND ENTIRE PERIMETER OF STOCKPILE PER WDMR TECHNICAL STANDARDS. SOIL LEFT UNDISTURBED FOR 7 DAYS MUST BE SEEDED AND STABILIZED.
- STABILIZE ALL OTHER EXPOSED SOIL AREAS OUTSIDE OF WORK AREAS OF PAVEMENT/BUILDING WITH TOPSOIL, PROPER SEEDING AND EROSION MATTING PER WDMR TECHNICAL STANDARDS.
- COMPLETE EXCAVATION OF DETENTION BASIN. STABILIZE AS GRADES ARE FINALIZED.
- AREA NORTH OF PROPOSED BUILDING SHALL BE GRADED & GRAVELED AND IS TO BE USED AS A STAGING AREA FOR THE BUILDING CONSTRUCTION.
- PROVIDE FOR FILL AND COMPACTION OF BASE MATERIALS FOR BUILDING AREAS FOLLOWED WITH FOUNDATION EXCAVATIONS IN A MANNER SUITABLE TO THE OWNER'S NEED.
- ROUGH GRADE PROPOSED DRIVES AND PARKING AREAS.
- INSTALL WATER AND SANITARY SERVICES AS SHOWN ON PLAN.
- INSTALL STORM SEWER, CATCH BASINS WITH END SECTIONS AS SHOWN ON PLAN.
- FINE GRADE DRIVES AND PARKING SUBGRADES.
- INSTALL GRAVEL BASE COURSE.
- CONSTRUCT ALL SIDEWALKS, CURB & GUTTER, OTHER CONCRETE FLATWORK S.
- RESTORE ALL REMAINING DISTURBED AREAS BY SEEDING WITH MULCH OR MATTING AS SHOWN ALONG WITH LANDSCAPING FEATURES.
- COMPLETE CONSTRUCTION OF ALL PAVEMENT AREAS BY INSTALLING LINDER LIFT AND MILLING FOR ABUTTING PAVEMENT PRIOR TO SURFACE PAVEMENT LIFT AS SHOWN ON THE PLAN.
- RESTORE ALL REMAINING DISTURBED AREAS BY SEEDING WITH MULCH OR MATTING AS SHOWN.
- IF SEDIMENT HAS ACCUMULATED WITHIN BASIN DURING CONSTRUCTION IT SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE.
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION OF DISTURBED SURFACES ONLY AFTER VEGETATION HAS 70% GROW-IN COVERAGE.

SEQUENCE OF CONSTRUCTION

SITE AREA	- 1.93 ACRES (84,070 S.F.)
TOTAL IMPERVIOUS AREA	- 41,700 S.F. (49.6%)
PARKING LOT AREA	- 27,518 S.F. (32.7%)
MISC. CONCRETE (WALKS, ETC.)	- 4,182 S.F. (5.0%)
BUILDING AREA	- 10,000 S.F. (11.9%)
GREEN SPACE	- 42,370 S.F. (50.4%)
EXISTING ZONING	- PD PLANNED DEVELOPMENT
PROPOSED ZONING	- PB PLANNED BUSINESS
TOTAL PARKING	- 69 STALLS (INCLUDING 3 HANDICAP)

SITE SUMMARY



**THE MAGIC THEATRE
CONDITIONAL USE PLAN**
OUTLOT 3 OF CSM NO. 1961
LAKE GENEVA, WI 53147

MASTER SITE PLAN

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

REVISIONS
02/13/2018 - SB ADD SDCPP
03/06/2018 - SB ADVANCEMENT
03/13/2018 - LK ADVANCEMENT
03/16/2018 - LK ADVANCEMENT
03/22/2018 - DSR CONVERT TO SDCPP SET

SHEET 1	- MASTER SITE PLAN
SHEET 2	- PHASE 1 SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN
SHEET 3	- CONSTRUCTION SPECIFICATIONS
SHEETS 4 & 5	- CONSTRUCTION DETAILS

INDEX OF SHEETS

PROJECT NO.	9898
DATE	02/06/2018
SHEET NO.	1 OF 5

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

DIGGERS HOTLINE

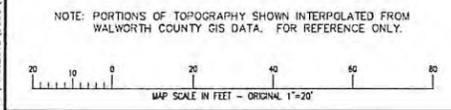
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2269
www.DiggersHotline.com

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

- LEGEND**
- = FOUND IRON REBAR STAKE
 - = FOUND IRON PIPE
 - = FOUND CONCRETE COUNTY MONUMENT
 - ⊙ = LIGHT POST, LOCATED
 - ⊞ = CATCH BASIN, LOCATED
 - ⊕ = SANITARY SEWER MANHOLE, LOCATED
 - (xxx) = RECORDED AS
 - TC = PROPOSED TOP OF CURB GRADE
 - FP = PROPOSED FINISHED PAVEMENT GRADE
 - FG = PROPOSED FINISHED GROUND GRADE
 - M.E. = MATCH EXISTING

- WORK ORDERED BY -
GENEVA BAY CONSTRUCTION
N2689 SUNSET BLVD
LAKE GENEVA, WI 53147

- OWNER -
T.C. PRODUCTIONS, LLC
609 WEST MAIN STREET
LAKE GENEVA, WI 53147



PHASE 1 THE MAGIC THEATRE

OUTLOT 3 OF CERTIFIED SURVEY MAP NO. 1961 LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 31,
TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

NOTE: ALL SLOPES OF 4:1 OR
GREATER ARE TO UTILIZE
EROSION MATTING
MAG-5-150 UNLESS
OTHERWISE NOTED

30' WIDE UTILITY EASEMENT
PER CSM 1787 & 1961

SITE SUMMARY (PHASE 1)	
SITE AREA	- 1.93 ACRES (84,070 S.F.)
TOTAL IMPERVIOUS AREA	- 30,934 S.F. (36.8%)
PARKING LOT AREA	- 22,934 S.F. (27.3%)
MISC. CONCRETE (WALKS, ETC.)	- 3,000 S.F. (3.6%)
BUILDING AREA	- 5,000 S.F. (5.9%)
GREEN SPACE	- 53,136 S.F. (63.2%)
EXISTING ZONING	- PD PLANNED DEVELOPMENT
PROPOSED ZONING	- PB PLANNED BUSINESS
TOTAL PARKING	- 52 STALLS (INCLUDING 2 HANDICAP)

- ALL DIMENSIONS ARE TO EDGE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
- MAINTAIN 24' 2-WAY DRIVE WIDTHS UNLESS NOTED DIFFERENTLY.
- CONTRACTOR SHALL MAINTAIN A MAXIMUM SLOPE OF 2.00% ACROSS HANDICAP SPACES AS PER ADA REQUIREMENTS.
- CONTRACTOR SHALL MAINTAIN A MINIMUM SLOPE OF 1.00% ACROSS PAVED AREAS.
- SHEET DRAINAGE ACROSS PARKING AND DRIVE SURFACES EXPECTED, POINT TO POINT STRAIGHT LINE GRADES.
- SIDEWALK TO HAVE A 5-INCH CURBED EDGE IN MOST LOCATIONS. CONTRACTOR SHALL DEPRESS SIDEWALK AT ALL STRIPED HANDICAP ACCESS AISLES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATION OF EXISTING UTILITIES.
- CONTRACTOR SHALL CONTACT THE CITY OF LAKE GENEVA UTILITY COMMISSION TO COORDINATE CONNECTION TO EXISTING MUNICIPAL SERVICES.
- ALL WORK DONE WITHIN THE ROAD RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH THE CITY STANDARDS AND SPECIFICATIONS.
- FIELD VERIFY ELEVATIONS AND LOCATION OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.

GENERAL NOTES



THE MAGIC THEATRE
CONDITIONAL USE PLAN
OUTLOT 3 OF C.S.M. NO. 1961
LAKE GENEVA, WI 53147

PHASE 1
SITE, GRADING, DRAINAGE &
EROSION CONTROL PLAN

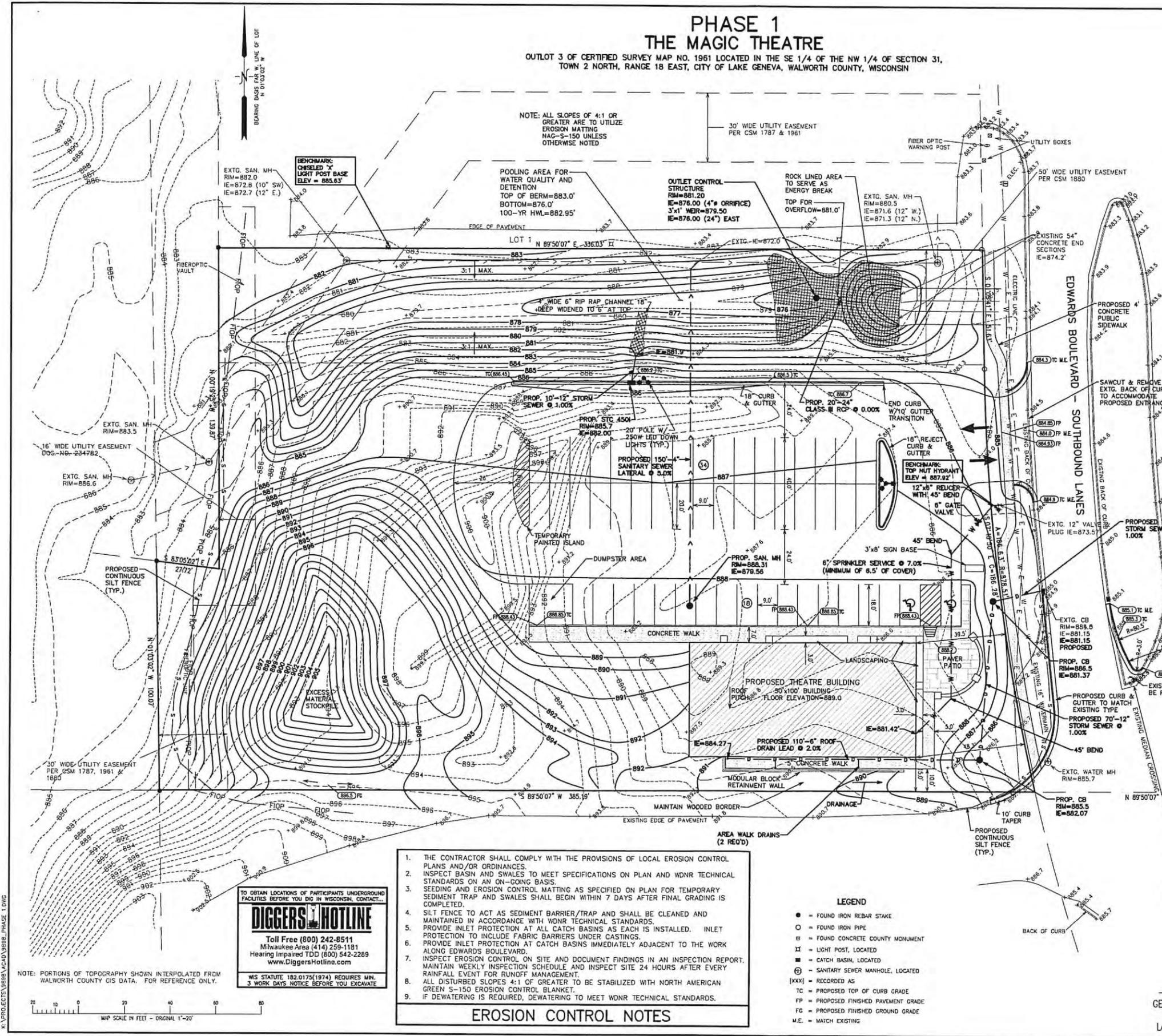
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE (262) 723-2098 FAX: (262) 723-5886

REVISIONS	
02/13/2018 - SB	ADDED SLOPE
03/06/2018 - SB	ADVANCEMENT
03/12/2018 - LK	ADVANCEMENT
03/16/2018 - LK	ADVANCEMENT
03/22/2018 - LK	CONVERT TO SDC&CP SET

PROJECT NO.	9898
DATE	02/06/2018
SHEET NO.	2 OF 5

- WORK ORDERED BY -
GENEVA BAY CONSTRUCTION
N2689 SUNSET BLVD
LAKE GENEVA, WI 53147

- OWNER -
T.C. PRODUCTIONS, LLC
609 WEST MAIN STREET
LAKE GENEVA, WI 53147



- THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF LOCAL EROSION CONTROL PLANS AND/OR ORDINANCES.
- INSPECT BASIN AND SWALES TO MEET SPECIFICATIONS ON PLAN AND WDR TECHNICAL STANDARDS ON AN ON-GOING BASIS.
- 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.
- SILT FENCE TO ACT AS SEDIMENT BARRIER/TRAP AND SHALL BE CLEANED AND MAINTAINED IN ACCORDANCE WITH WDR TECHNICAL STANDARDS.
- PROVIDE INLET PROTECTION AT ALL CATCH BASINS AS EACH IS INSTALLED. INLET PROTECTION TO INCLUDE FABRIC BARRIERS UNDER CASTINGS.
- PROVIDE INLET PROTECTION AT CATCH BASINS IMMEDIATELY ADJACENT TO THE WORK ALONG EDWARDS BOULEVARD.
- 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.
- ALL DISTURBED SLOPES 4:1 OF GREATER TO BE STABILIZED WITH NORTH AMERICAN GREEN S-150 EROSION CONTROL BLANKET.
- IF DEWATERING IS REQUIRED, DEWATERING TO MEET WDR TECHNICAL STANDARDS.

EROSION CONTROL NOTES

LEGEND

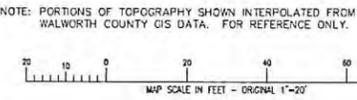
- = FOUND IRON REBAR STAKE
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DIGGERS HOTLINE

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

WS STATUTE 182.0175(1974) REQUIRES MN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE



K:\PROJECTS\9898\VCAD\9898_PHASE 1.DWG

**SPECIFICATIONS FOR
SITE WORK, PARKING LOTS, SANITARY SEWER SERVICE,
WATER SERVICE, STORM SEWER CONSTRUCTION,
SITE PREPARATION, DRAINAGE AND EROSION CONTROL,
THE MAGIC THEATER
CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN**

GENERAL DESCRIPTION

The OWNER/BUILDER, will act as general contractor for all work as shown on the plans 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, 2003, except Part I thereof, and its Addendums hereinafter referred to as the "Standard Specifications", and the "Standard Specifications for Highway and Structure Construction", 2017 Edition, State of Wisconsin Department of Transportation, except Part I thereof, hereinafter referred to as the "State Specifications".

The project consists of all the drives, sanitary sewer service, water service, storm sewer, detention basin, site grading, drainage, building pads, and erosion control.

The work that shall be done includes 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 SUBCONTRACTOR requesting stakes; however, if the SUBCONTRACTOR shall request re-staking, this work will be done at the expense of the SUBCONTRACTOR.

1. UNCLASSIFIED EXCAVATION

Unclassified excavation shall consist of all excavations necessary to provide a subgrade at suitable elevations such that roadways, drives, parking, storm basin, building sites 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 as directed by either OWNER or ENGINEER.

2. SUBSURFACE SOIL INVESTIGATION

No subsurface soil investigations have been made and are summarized on the plans. The grading SUBCONTRACTOR 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.

3. SCHEDULE OF WORK

It shall be the intent of the Owner to complete all grading for the building subgrade as soon as possible to allow the building work to proceed as soon as possible. The SUBCONTRACTOR shall submit schedules for their work completion with their bids. Plans are for the work to be done in early spring of 2018.

4. TRAFFIC CONTROL

Edwards Boulevard shall be maintained in a safe condition throughout the duration of the project. The SUBCONTRACTOR shall take all precautions necessary to safely warn the public of any possible danger to travel.

Whenever the SUBCONTRACTOR'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.

5. EXCAVATION AND BACK FILL

Excavate to elevations and dimensions required for performance of the work. Placement of backfill, excavations and base for floor slabs shall be coordinated with the concrete SUBCONTRACTOR.

Frozen material shall not be used as backfill nor shall backfill be permitted on frozen ground. No construction of any kind shall bear on frozen ground.

There is mixed fill material on-site that will not be suitable for use under new pavement or building areas and must be exported from off-site as directed by the OWNER'S representative.

6. COMPACTION

All fill material placed in embankment and under buildings and drives shall be compacted in lifts with suitable material. A geological engineer may be employed by the OWNER to do inspections and provide for testing.

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 Building and 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. Compact the soil materials around piping and conduit with non-operated tampers. Do not allow heavy vehicles, equipment, or machinery to operate directly over piping and conduit until a minimum of 36 inches of backfill has been placed and compacted over it.

No fill shall be placed without inspection and approval of the subgrade and fill material composition by a representative of the ENGINEER.

Method of test for density of soil in place shall be with 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 outside of pavement and building areas, provided all wood, roots and other deleterious materials are removed and subject to approval by the OWNER. 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 ENGINEER. All fill placed inside the building area shall be select granular imported material under slabs. Engineer may allow granular material from site excavations to be used for fill so long as required compaction can be achieved.

7. FILL

Place only select granular fill under the interior floor slab-on-grade and finish graded and compacted subgrade surfaces to the depth indicated. Maintain optimum moisture content for compacting material during placement operations.

B. SANITARY SEWER LATERAL AND WATER SERVICE

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 bracing any above ground utility poles or structures which may be weakened or on line of any proposed sewer or watermain construction.

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.

The CONTRACTOR shall carefully expose, with hand tools, all utilities which cross the proposed sanitary, storm sewer or watermain 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".

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 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 saw-cut prior to excavating. The CONTRACTOR shall saw-cut the full depth of all pavement to be removed for connections. Where an open cut trench crosses an improved street, driveway, parking area or traveled way, such a crossing shall have granular backfill. The top 12" shall be crushed stone or road gravel with a surface material restorative patch corresponding to the existing surfacing but not less than 6" of hot mix bituminous material.

All excavations within established roadways, proposed parking, or driveways 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(b). All other trenches shall be backfilled in maximum 18-inch lifts with excavated material and mechanically compacted with heavy-duty backhoes or other heavy equipment mounted compactors up to subgrade of street. Granular materials from the site, if approved, may be used for trench backfill.

All excavations outside of existing pavement or proposed pavement or walk areas may be backfilled with excavated material conforming to Section 8.4.3.5 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. Supplemental Bid prices shall include wasting the unsuitable soils off site along with import of granular backfill. 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".

The CONTRACTOR shall furnish all new materials required to complete work as called for within these specifications and shown on the drawings. Sanitary lateral pipe shall conform to the following:

PVC Pipe - PVC Pipe meeting the requirements of ASTM D-3034, SDR-35 with rubber or elastomeric gasket joints. Installed piping shall be air tested prior to backfill. See sanitary sewer riser detail for connections to public sewer.

Service fittings - Gasket joint wye fittings with 45 degree bends (ASTM D-3034).

All new water service pipe shall be C-900 PVC watermain PVC water service pipe shall meet AWWA C-900, Class 150, DR-18, hydrotested to 600 psi with a service pressure of 150 psi and 35 psi surge allowance. The pipe bell shall consist of an integral wall section with a solid cross-section elastomeric ring which meets the requirements of ASTM D-1869 and/or ASTM D-3139. The cover material or bedding required above the pipe for PVC, shall be 12" of limestone 1/2" chips. Water service pipe shall be furnished in sizes as shown on plans with all fittings as required to complete installation in accord with the intent of the plans whether or not specifically shown. All fittings shall be North American made.

All 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 8.4.3.2(a) of the "Standard Specifications". Crushed pea gravel will not be allowed for use as bedding or cover material. Where pipe, fittings and valves installed at connections to existing mains cannot be sterilized and flushed similar to new main installation, existing mains and appurtenances shall be washed clean with not less than two coats of a 25% solution of hypochlorite.

Connection to existing water main shall be made at the location as shown on the Plans and in accordance with Section 4.14.1, 4.14.2 and 4.14.3 of the "Standard Specifications". The new water service shall be installed with a minimum amount of service interruption. CONTRACTOR shall schedule all connections between new and existing water main with City personnel. A minimum of 48 hours advance notice shall be given if service interruption is anticipated. Existing valves and hydrants are to be opened and closed by the City personnel only.

Disinfection of water service shall be done in accordance with Chapter 4.16.0 of the "Standard Specifications" and as modified herein. Should any test prove unsatisfactory, the water service shall be re-sterilized by CONTRACTOR using methods approved by ENGINEER and samples tested until acceptable results are obtained. The cost of all work of sterilization, flushing, sampling and processing of bacteriological samples shall be paid for by CONTRACTOR.

Water service pipe shall be tested in conformance with Chapter 4.15.0 of the "Standard Specifications" and all labor, equipment and material to complete testing shall be provided by the CONTRACTOR. If a leakage test is found necessary it shall be run for a period of 3 hours. All water needed for flushing and testing will be provided by CONTRACTOR.

The interior of all sewers, water service piping 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.

9. 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. Advanced Drainage System N-12 (ADS N-12) pipe shall be used throughout entire project unless specifically noted on the plans. The outlet pipe from the basin shall be Class II RCP.

10. CATCH BASINS & DROP OUTLET STRUCTURE

The provisions of Section 3.6.1 of the "Standard Specifications" shall govern except as modified hereafter. Catch basins shall be 48" I.D., unless otherwise shown, and conform to details shown on this plan, castings shall be Neenah R-2502 with Type 'B' non-rocking lid. Provide a minimum of 3 in. adjusting rings. Adjust frames and inlets as required to finish grade.

Outlet Structure shall be 48 in. I.D. minimum, precast, with flat top, constructed in accordance with Chapter 3.5.0 and in accordance with file numbers 12, 12a, 13, and 15 of the "Standard Specifications". Steps shall be OSHA approved 1/2 in. minimum diameter steel reinforcing rod molded in plastic. Casting shall be Neenah R-2565-F.

It should be noted that placement of drop outlet structure and catch basins may be modified by Engineer prior to construction if conflicts or other conditions occur.

11. PROPRIETARY STORMWATER DEVICE (STORMCEPTOR)

Device shall be a Stormceptor STC 4501 and conform to the details shown on this plan or approved equal. This unit was selected by US EPA SWMM modeling with the results available for input to WinSLAMM. This method includes volumetric and depth calculations that do not allow substitution under Tech Standard 1006 by simple equivalent square foot area.

12. SUBGRADE INSPECTION

Upon completion of final subgrade work and prior to the placement of crushed aggregate base material, the roadways and building pad 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 ENGINEER present before base course placement is started. At least 48 hours notice shall be given.

13. CRUSHED AGGREGATE BASE COURSE

Crushed aggregate base course shall be ten inches (10") thick for drives 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 road gravel and shall be constructed in accordance with the requirements of Section 305 of the "State Specifications".

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 cost. All subgrade shall be test rolled with loaded quad-axle truck with ENGINEER present before base course placement is started.

14. BITUMINOUS CONCRETE PAVEMENT

Bituminous concrete pavement shall be 4 LT 58-28 S - 2.5 inch thickness of binder course and a 5 LT 58-28 S - 1.5 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". All pavement in parking areas to have a minimum 1% slope. Notify ENGINEER if any pavement is less than 1% slope before paving operations begin.

15. CONCRETE

All concrete used on this project 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. Concrete 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.

16. CURB & GUTTER

Curb and gutter shall be constructed in accordance with the requirements of Section 601 of the "State Specifications" and the typical section and requirements shown on the plans unless otherwise modified herein.

Expansion joints for curb and gutter shall be provided at points where tangent and radial curb and gutter meet, and on tangent sections at a maximum spacing of 300 feet. The expansion joints shall be 1/2 in. with an approved type bituminous filler and elastomeric sealers. 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.

A tapered curb section shall be constructed at the ends of the curb and gutter where shown on the plans. The tapered curb sections shall be 10 feet long and end with a 2-inch-high curb. A contraction joint shall be placed at the end of the tapered section.

Finished surfaces of the curb and gutter shall be troweled and brushed and an impervious curing compound applied conforming with 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 2,500 pounds per square inch.

17. SIDEWALK

Sidewalk shall be constructed in accordance with the requirements of Section 602 of the "State Specifications." The sidewalk shall be 5 in. constructed over a minimum 6 in. of compacted sand. Some of the sidewalk shall have an integral curbed edge of 5" as shown in the plan with broom finish, tooled joints and 3" fine finished accent edges.

Joints shall conform, in general, to the requirements of Sub-section 602.3.2.5 of the "State Specifications." Contraction joints shall be placed at uniform intervals of 5 feet. Expansion joints shall be constructed at right angles to the centerline of the sidewalk at intervals of 96 feet. Expansion joint material shall be 1/2-inch-thick and conform to the requirements of AASHTO M 153 or AASHTO M 213. Sawn contraction joints will not be acceptable.

Finished surfaces of the sidewalk shall be troweled and brushed and an impervious curing compound applied. Liquid curing agent shall conform to the requirements of AASHTO M 148, Type 2.

18. DRAINAGE SWALES & OFF PAVEMENT GRADING

Drainage swales and off pavement 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 bode ditch checks, sediment traps, diversions, silt fence, etc., shall be used to minimize erosion throughout construction. Pond area to be used as sediment trap for grading operations.

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.

19. 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 of 6 inches topsoil shall be replaced and graded. All work shall be performed in accordance with the requirements of Section 625 of the "State Specifications". All contaminated topsoil shall be removed from the site by the CONTRACTOR. It is anticipated that no topsoil will be required to be imported.

20. TIME PERIOD FOR PAVING

Installation of the binder course shall be done after all foundation work and building framing in the late summer of 2018. The surface course shall be placed the following year. The CONTRACTOR shall provide for any lock off cost over any existing pavement required at the time of doing the surface lift. Prior to the paving operation, areas shall be regraded and additional crushed gravel provided and compacted to bring the base course to grades as shown on the plans. The base course shall be proof rolled before paving.

21. SEEDING, MULCHING, FERTILIZER & TREES (BY SEPARATE LANDSCAPE CONTRACT)

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". Work by separate Landscape Contract.

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 terraces and finished areas along basin areas 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 at a rate of 5 pounds per 1000 square feet area or approved lawn turf mix.

The basin bottom and side slopes shall be prepared and seeded with Seed Mixture No. 80 (no-mow fescue) with an annual oats nurse crop applied at a rate of 5 pounds per 1000 square feet area.

Following any initial soil disturbance, permanent or temporary stabilization shall be completed within seven calendar days to the surface of all slopes greater than 3:1 after activity has ceased. In addition, all other disturbed or graded areas shall be stabilized within fourteen calendar days after activity has ceased.

All work to be coordinated with LANDSCAPER and SITE CONTRACTOR.

22. EROSION CONTROL

The Contractor shall use the current Wisconsin Department of Natural Resources Construction Site Erosion & Sediment Control Standards as a reference and guide for erosion control practices.

The Contractor shall comply with the provisions of the erosion control plans and/or local ordinances. All erosion control shall be in place prior to any land disturbance activities.

All erosion and sediment control measures shall be constructed and maintained in accordance with these Standards. Sediment control measures shall be adjusted to meet field conditions at the time of construction and installed prior to any grading or disturbance of existing surface materials. Periodic inspection and maintenance of all sediment control structures shall 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. Following 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.

23. EROSION MAT (BY LANDSCAPE CONTRACT)

The CONTRACTOR shall place erosion mat over all seeded areas as required to control erosion as shown on the plans and/or as directed by the ENGINEER. Erosion mat shall be placed in accordance with the procedures 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 (NAG) S-150 double net straw blanket or equal and NAG P-300 or equal, as indicated on the plans.

24. RIPRAP

Riprap for the storm sewer outlet into the basin shall comply with Section 606 of the "State Specifications". Stone pieces for riprap shall range in weight from approximately 15 to 35 pounds, with not less than about 50% of the pieces weighing more than 25 pounds. Riprap shall be placed at least 12 inches thick.

Riprap used for the stone berm shall comply with Section 606 of the "State Specifications". The core shall be constructed of 6"-8" angular riprap covered with 24" of 12"-24" angular riprap. The proposed berm shall be tied into sides of basin.

All Riprap used for this project shall be placed by hand or mechanical means, not by dumping. Stones shall be laid perpendicular to the slope, with close, broken joints and shall be firmly bedded in the slope. Riprap shall be thoroughly compacted and placed to present an even, tight surface. Voids between stones shall be chinked with spalls firmly rammed into place.

Riprap shall be placed on a layer of geotextile fabric as indicated on the plans or as directed by the ENGINEER. Place the fabric in accordance with Subsection 645.3.1.6 of the "State Specifications".

The fabric shall be Geotextile Fabric, Type HR meeting the minimum values specified in Subsection 645.2.2.7. The cost of furnishing and installing fabric shall be included in the cost of riprap as bid in the proposal.

25. SEDIMENT TRAP

Sediment trap shall be constructed as part of the detention basin shown and shall be done as part of the initial BMPs. At the beginning of grading operations, a stone dike shall be installed across the existing drainage way. An overflow weir is incorporated at the outlet to discharge flow from the trap. Sediment trap shall be phased with the earthwork activity where practical. If sediment trap size shown on the grading plan cannot be constructed due to terrain, CONTRACTOR shall incorporate a "Best Fit" sediment trap that still meets the requirements of WDRN Conservation Practice #1063.

26. DETENTION BASIN

The basin shall be built at the beginning of the project and maintained throughout as a temporary sediment trap. Basin bottom and slopes shall be seeded, fertilized and mulched with Seed Mixture No. 80 applied as specified in Section 21. The grading shall be blended into the natural features on each side of the basin. The basin will be used as temporary sediment trap during construction.

The embankment core shall be compacted clay placed in lifts not exceeding 8" over the length of the embankment to prevent seepage. Grading shall conform to the lines and grades shown on the plans. The piping shall be installed as embankment material is placed and compacted.

Fill materials shall contain no sod, brush, roots or other perishable materials. Rock particles larger than three-fourths of the layer thickness shall be removed from the materials prior to compaction of the fill. Fill shall not be placed until the required excavation and preparation of the underlying foundation is completed and approved. The fill shall be so constructed that the distribution of materials throughout the fill will be essentially homogeneous and free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding material in fill. No fill shall be placed upon a frozen surface nor shall snow, ice or frozen materials be incorporated in the fill.

The Contractor shall furnish and operate the types and kinds of equipment necessary to compact the fill material in the specified manner. Unless otherwise specified on the plans, each layer of fill shall be compacted by heavy vibrating compaction equipment suited for the following installation of the inlet/outlet flow storm sewer.

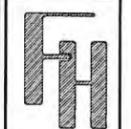
27. DEWATERING

All site, basin or trench dewatering shall be done by acceptable methods in strict accordance with technical standards (Code No. 1061) W DNR. No dewatering is anticipated but if needed, discharge shall be into the storm water basin and/or sediment trap at rates that can be accommodated (ENGINEER to approve).

Any dewatering being pumped directly to storm sewer, wetlands or offsite shall be done through geotextile bags. In general, dewatering shall be pumped to the storm water basin area for containment.

28. PERMITS

Contractor shall be responsible for all permit conditions concerning erosion control and City site permit conditions along with the State DOI 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 roadway. 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.



**THE MAGIC THEATRE
CONDITIONAL USE PLAN
OUTLOT 3 OF C.S.M. NO. 1961
LAKE GENEVA, WI 53147**

**CONSTRUCTION
SPECIFICATIONS**

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5668

REVISIONS

PROJECT NO.
9898
DATE
03/22/2018
SHEET NO.
3 OF 5



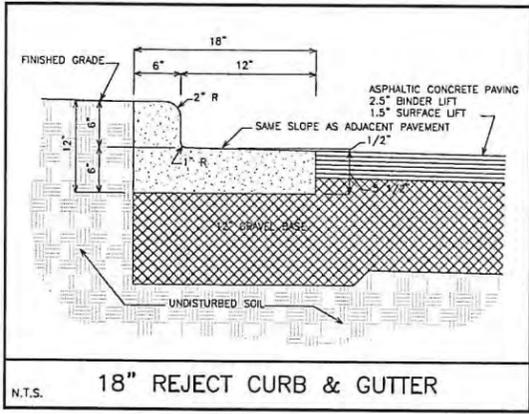
THE MAGIC THEATRE
CONDITIONAL USE PLAN
OUTLET 3 OF C.S.M. NO. 1861
LAKE GENIEVA, WI 53147

CONSTRUCTION
DETAILS

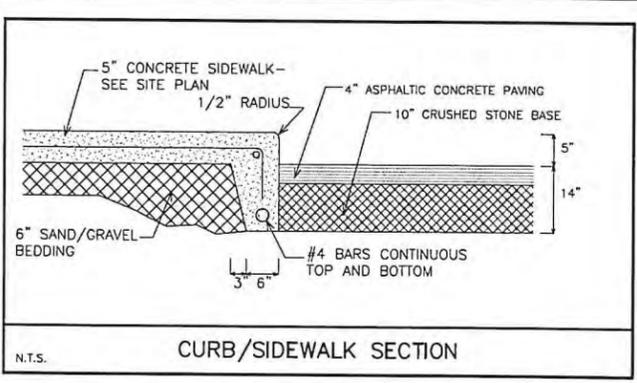
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5866

REVISIONS

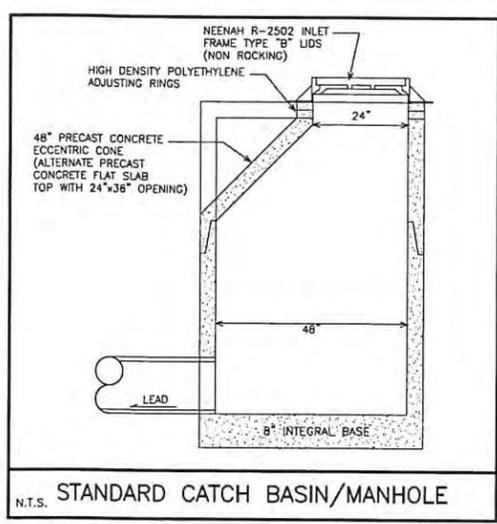
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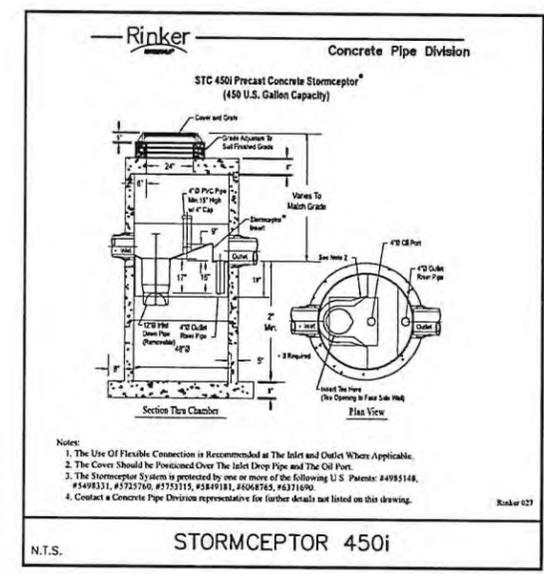
18" REJECT CURB & GUTTER



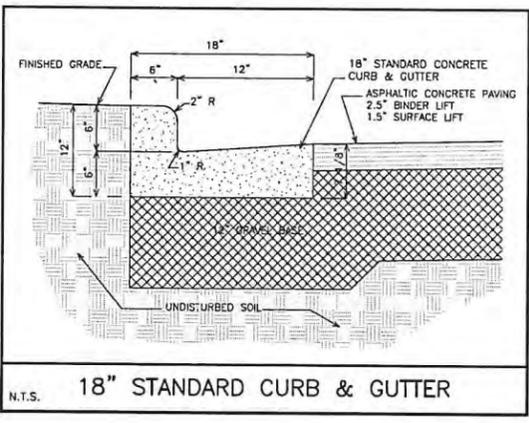
CURB/SIDEWALK SECTION



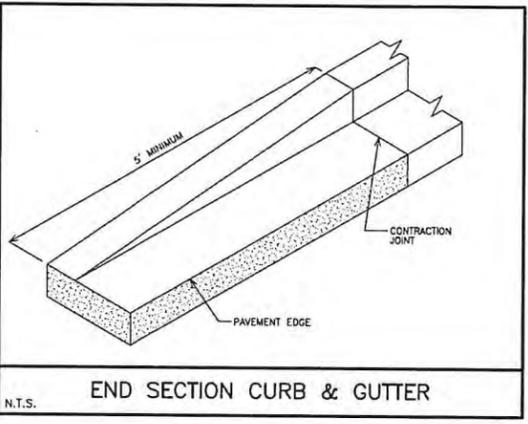
STANDARD CATCH BASIN/MANHOLE



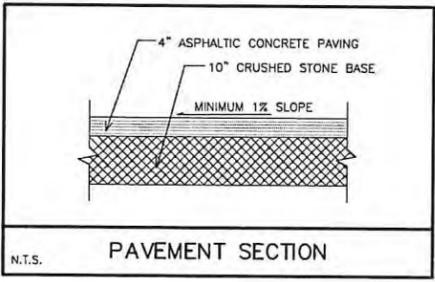
STORMCEPTOR 450i



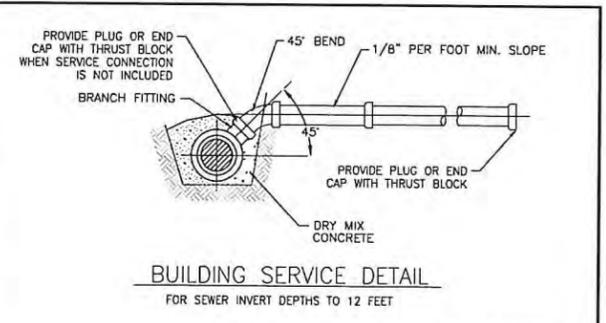
18" STANDARD CURB & GUTTER



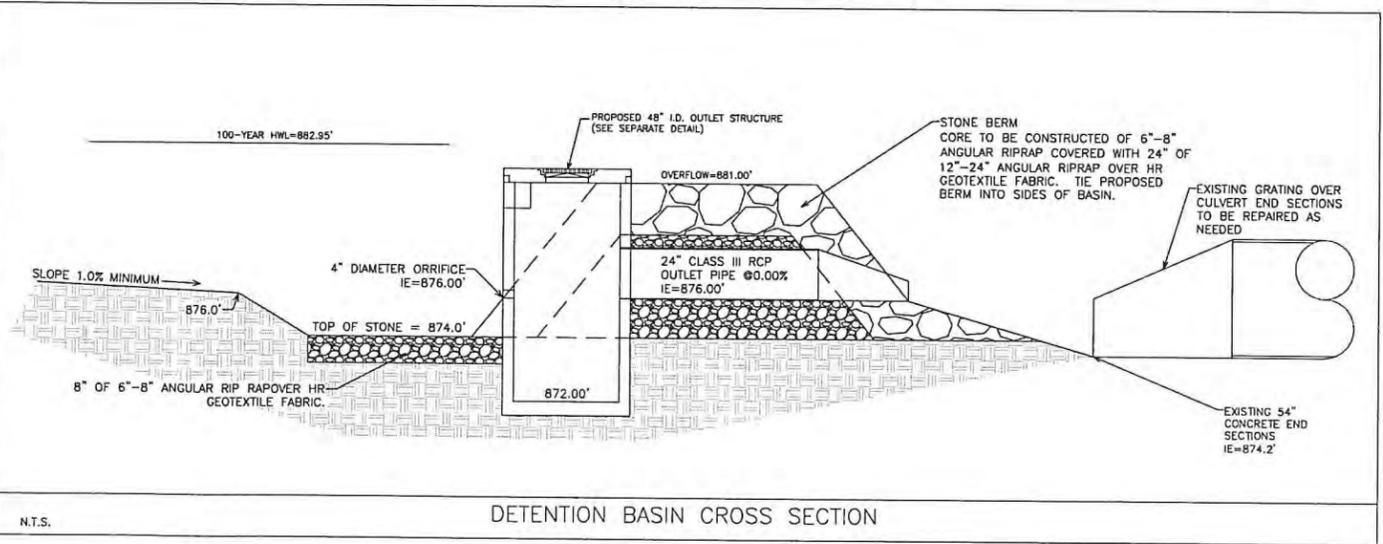
END SECTION CURB & GUTTER



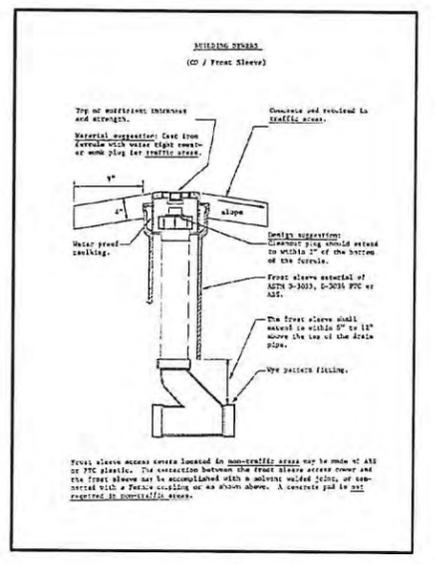
PAVEMENT SECTION



BUILDING SERVICE DETAIL
FOR SEWER INVERT DEPTHS TO 12 FEET

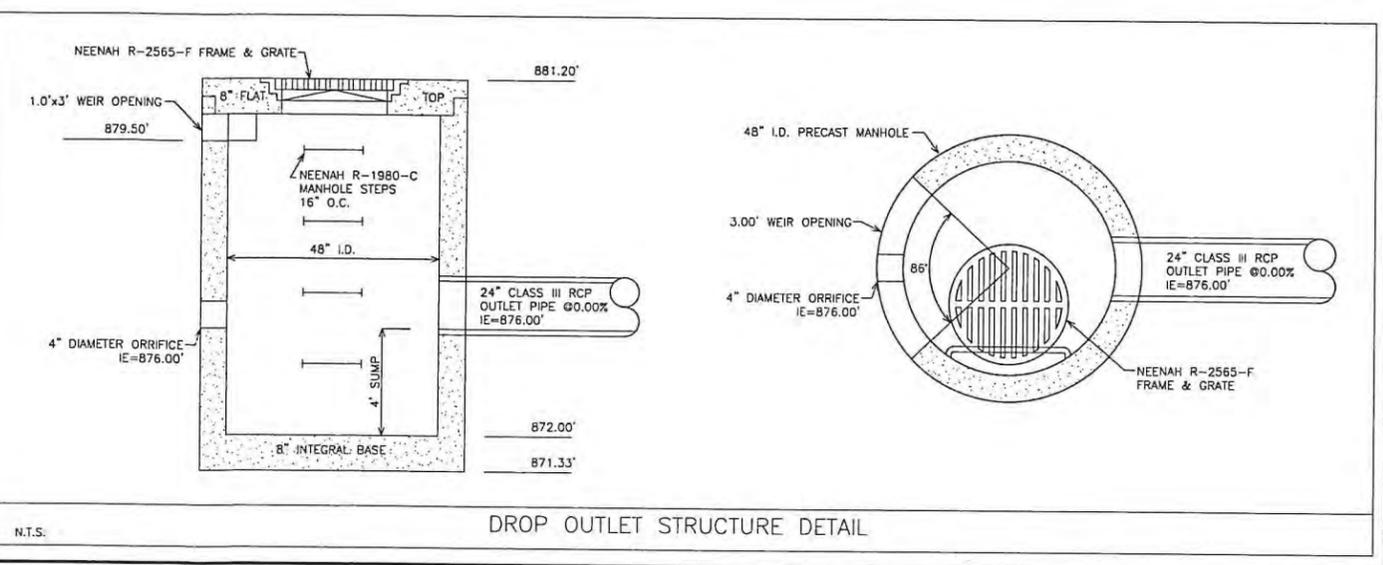


DETENTION BASIN CROSS SECTION



BUILDING SERVICE RISER DETAIL
FOR SEWER INVERT DEPTHS OVER 12 FEET

SANITARY LATERAL



DROP OUTLET STRUCTURE DETAIL

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THE MAGIC THEATRE
CONDITIONAL USE PLAN
OUTLOT 3 OF C.S.M. NO. 1961
LAKE GENÈVA, WI 53147

CONSTRUCTION
DETAILS

FARRIS, HANSEN & ASSOCIATES, INC.
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5 OF 5

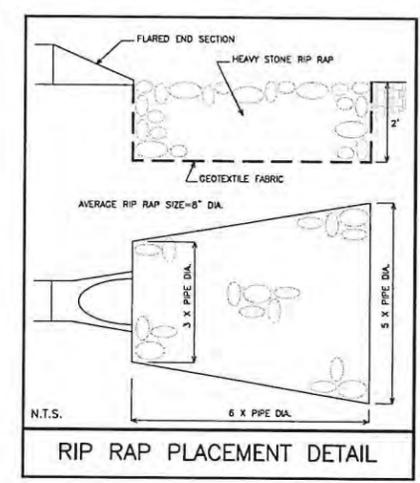
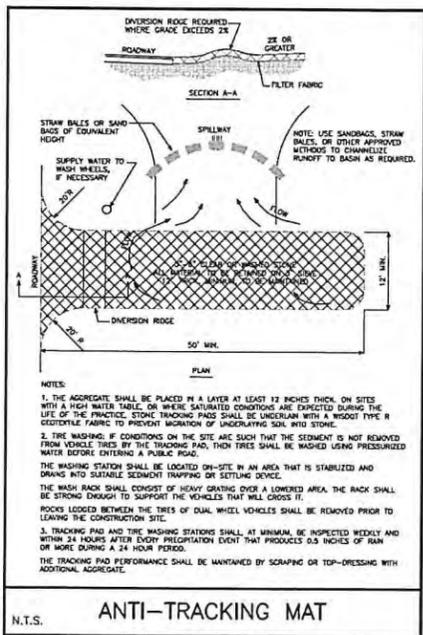
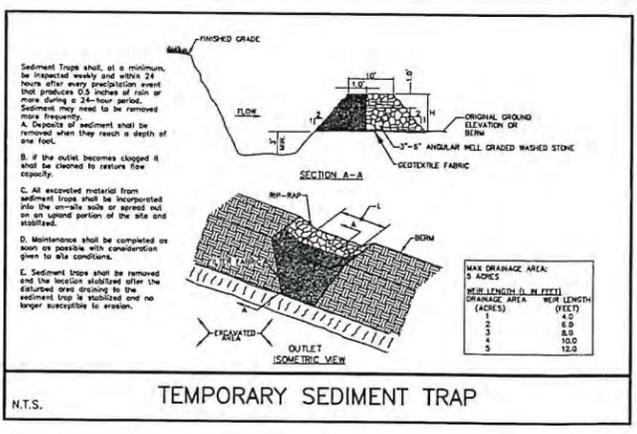
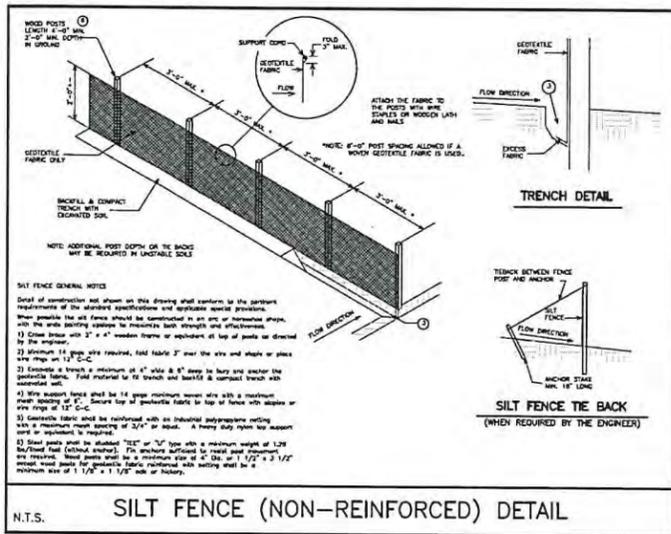
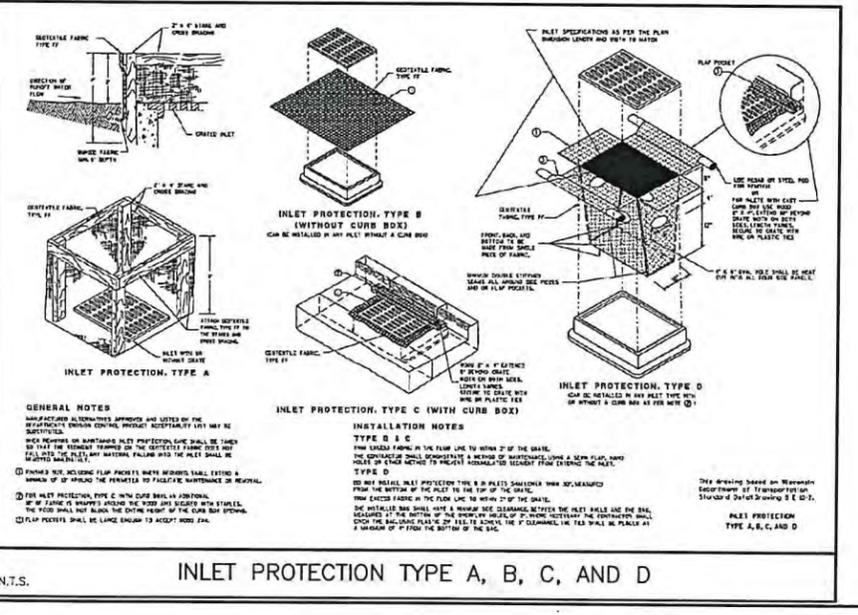
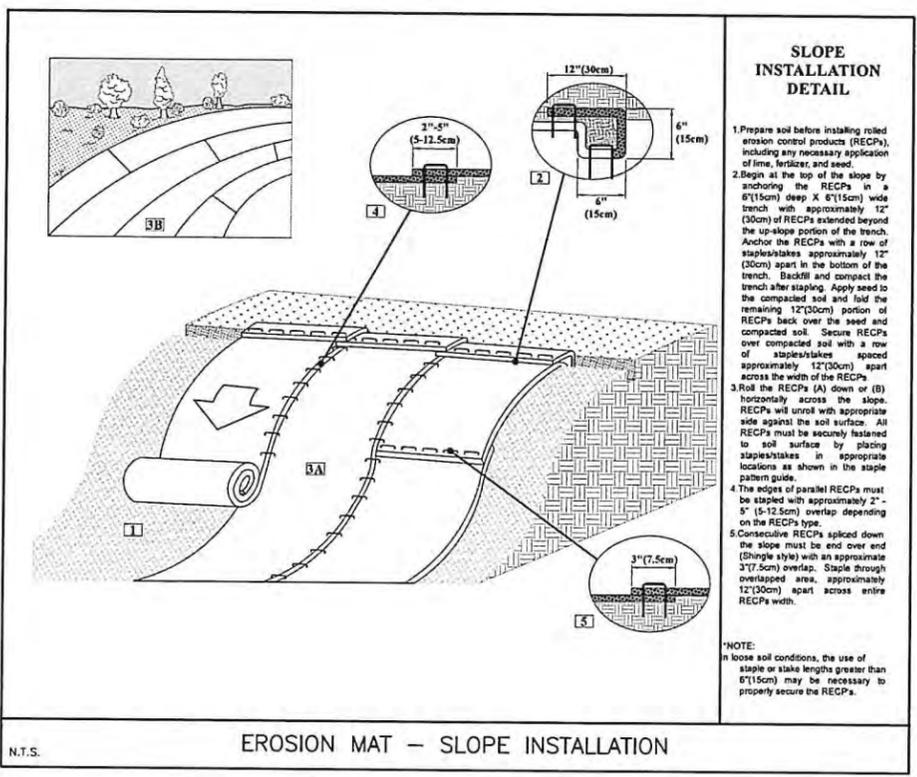
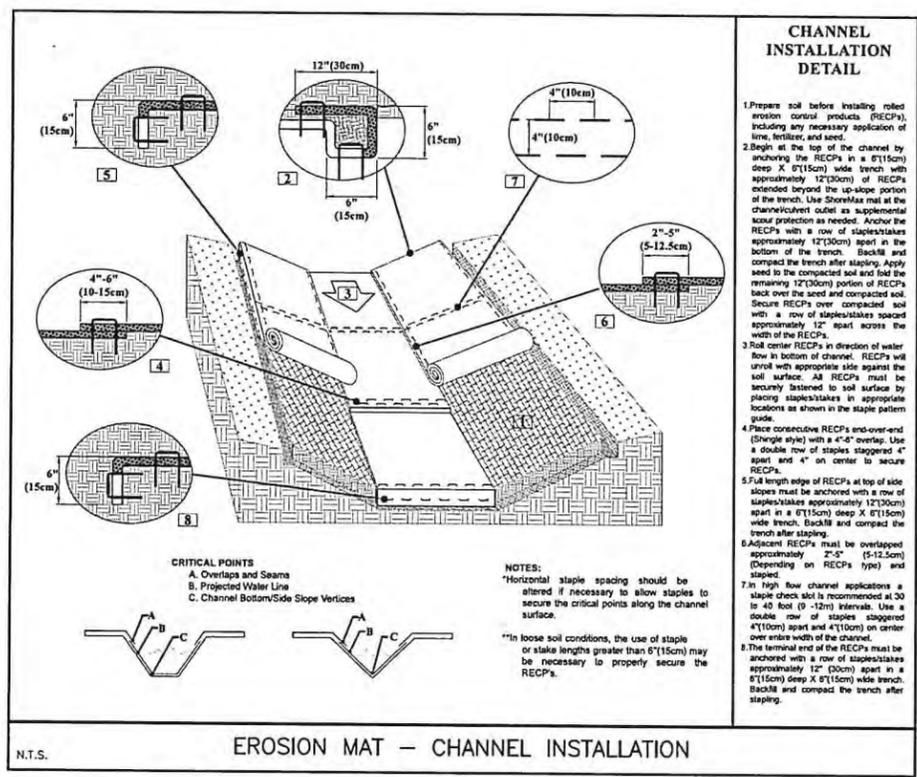


Table 1 - Prescriptive Compliance Area Soil Stabilization

Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
Soil stockpiles that will exist for more than 7 days	Areas that Do Not Drain to Sediment Basins or Traps	General	Unmanned Inactivity	Permanent Features
Utility trench backfills	Areas that Drain to Sediment Basins or Traps	Design and Implement approved soil stabilization practices per DNR technical standards.	Stabilize immediately if area will be left inactive for more than 14 days.	Stabilize area immediately after reaching final grade.
Temporary ditches/wales that will exist for more than 7 days	Areas that Drain to Sediment Basins or Traps	Refer to WisDOT Slope & Channel Matrices for appropriate slope and slope length conditions.	Unmanned Inactivity	Temporary Features
Permanent ditches/wales	Areas that Drain to Sediment Basins or Traps	Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	Stabilize area immediately if period of inactivity reaches 14 days.	Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.
Small areas - Less than 1 acre and less than 1% of site	Areas that Drain to Sediment Basins or Traps	Slopes Steeper than 70%		
Discrete areas - Less than 1 acre	Areas that Drain to Sediment Basins or Traps	Provide stable diversion of off-site runoff around the slope.		
Slopes steeper than 25%	Areas that Drain to Sediment Basins or Traps	Provide slope interruption devices in accordance with Manufacturer's Product Control & Slope Interruption Products Technical Standard 1071 or equivalent methods to reduce uninterrupted slope length.		



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VANDEWALLE & ASSOCIATES INC.

To: The City of Lake Geneva
From: Mike Slavney, City Planning Consultant, FAICP
Date: March 13, 2018
Re: Regulation of Tourist Rooming Houses / Short-Term Rentals

Introduction

Recent changes to Wisconsin state law have severely restricted the ability of local units of government to regulate tourist rooming houses (TRHs) (also known as short-term rental units). With the rise of services to advertise and make reservation for TRHs, such as AirBnB and VRBO, the City should proactively address this issue.

This memo summarizes the ability and limitations for regulating and licensing this form of land use. City staff is seeking Plan Commission and Common Council views on this issue, in order to prepare draft amendments to the Municipal Code for later consideration.

Definition

Chapter ACTP 72 addresses hotels, motels, and tourist rooming houses. In Section 72.03(20), TRHs are defined as:

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

The state also allows local government to limit TRH use to a maximum of 180 days during a calendar year, and to no less than seven consecutive days. In this respect, TRHs could be a form of accessory land use to the primary use of the property as a dwelling unit. The following amendments add a definition for Tourist Rooming Houses and permit it as an accessory land use by right in every Zoning District and add it to the table of land uses.

Part One

1. Add new definition “Tourist Rooming House” (land use) to describe the new category of rental in Section 98-034:

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

Part Two

2. Add to Accessory Land Uses (Subsection 98-206(8)), as new subsection (y):

(y) Tourist Rooming House

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

1. Permitted by Right: All zoning districts.

a. Land Use Requirement:

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

b. Annual City License Required:

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

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

- ix. Payment of an Administrative Fee, set annually by the City Board, to cover the costs to the City of administering the above.

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

c. Property Management Requirements:

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

- i. The total number of days of operation within any calendar year shall not exceed 180 days, which must be consecutive. This Period of Tourist Rooming House Operation shall be specified by the property owner in the required annual Lake Geneva Tourist Rooming House Application.
- ii. The Minimum Rental Period shall be a minimum of seven consecutive days by any one party.
- iii. The Maximum Rental Period shall be no more than 180 consecutive days by any one party.
- iv. Similar facilities in which single-family detached homes are available for less than seven days, more than 180 days, or throughout the year, are a different land use that falls within the Indoor Commercial Lodging land use category.
- v. The Maximum Number of Occupants shall not exceed the total number licensed by the State of Wisconsin or two per bedroom plus two additional occupants, whichever is less.
- vi. The Tourist Rooming House shall be operated by the property owner or by a property manager explicitly designated in the valid Lake Geneva Tourist Rooming House Application as the “Designated Operator”.
- vii. The property owner’s and the Designated Operator’s names, addresses, and 24-hour phone numbers shall be provided in the City of Lake Geneva Tourist Rooming House Application and shall be updated within 24 hours upon any change in the property manager or the property manager contact information.
- viii. The Designated Operator must reside within, or have their business located within, 25 miles of the Tourist Rooming House parcel.
- ix. The Designated Operator must be available by phone 24 hours, seven days a week, during the period of operation designated in the Lake Geneva Tourist Rooming House Application.
- x. Each tourist rooming house shall provide and maintain a Guest Register and shall require all guests to register their true names and addresses before allowing occupancy. The Guest Register shall be kept intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.
- xi. Each tourist rooming house shall maintain the following written Business Record for each rental of the tourist rooming house: the true names and addresses of any person renting the property, the dates of the rental period (which must be a minimum of seven consecutive days), and the monetary amount or consideration paid for the rental. The Business Record shall be kept

intact and available by the Designated Operator for inspection by representatives of the City for at least one year from the day of the conclusion of the period of operation.

d. Property Operational Requirements:

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

- i. The “Requirements for Tourist Rooming House Guests” form provided by the City of Lake Geneva to summarize City requirements for Tourist Rooming Houses, and the Site Plan for the subject property clearly depicting guest parking spaces and the rear yard, shall be posted on the inside of the front door of each tourist rooming house throughout its period of operation.
- ii. Parking Requirements:
 - [a] A minimum of two off-street parking spaces shall be provided on the subject property for each Tourist Rooming House. If the Tourist Rooming House provides three or more bedrooms, an additional on-site parking space is required for each additional bedroom over two.
 - [b] All guest parking for vehicles and trailers shall be within a parking space designated on the Site Plan, on an area paved with concrete or asphalt.
 - [c] All guest vehicles and trailers may only park on-site. Street parking for guests is not permitted.
 - [d] No parking is permitted on gravel, lawn, or planter bed areas.
- iii. Site Appearance Requirements:
 - [a] Aside from a changing mix of guests and their vehicles, there shall be no evidence of the property being used as a Tourist Rooming House visible on the exterior of the subject property.
 - [b] No exterior signage related to the Tourist Rooming House is permitted, other than the property address.
 - [c] No outdoor storage related to the Tourist Rooming House land use is permitted, except for typical residential recreational equipment, seating, and outdoor cooking facilities which are permitted only within the rear yard.
 - [d] No recreational vehicle, camper, tent, or other temporary lodging arrangement shall be permitted to accommodate guests.
- iv. Neighborhood Impact Requirements:
 - [a] No outdoor activity shall occur between the hours of 10:00 p.m. and 7:00 a.m.
 - [b] At all times, no noise, lighting, odor or other impacts from the subject property shall be detectable at the property line at levels exceeding the requirements of Article VII of the Lake Geneva Zoning Ordinance.
 - [c] No vehicular traffic shall be generated by the Tourist Rooming House at levels exceeding those typical for a detached single-family dwelling unit.
- v. Tourist Rooming House Advertising:
 - [a] No outdoor advertising is allowed on the subject property.

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

e. Penalties and License Revocation

- i. Violations of the requirements for Tourist Rooming Houses, the provisions of the Tourist Rooming House License, and all other the requirements of the Zoning Ordinance are subject to separate daily fines per Section 98-936. Violations will be issued to, and will be the responsibility of, the property owner.
- ii. The Annual Tourist Rooming House License may be revoked for more than two violations of the requirements of the License, the requirements specific to Tourist Rooming Houses, the License, or the remainder of Zoning Code.

Part Three

The following changes add Tourist Rooming Houses as an accessory use permitted by right in every zoning district.

3a. Add the following Subsection to Section 98-105(1)(a)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3b. Add the following Subsection to Section 98-105(2)(a)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3c. Add the following Subsection to Section 98-105(2)(b)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3d. Add the following Subsection to Section 98-105(2)(c)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3e. Add the following Subsection to Section 98-105(2)(d)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3f. Add the following Subsection to Section 98-105(2)(e)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3g. Add the following Subsection to Section 98-105(2)(f)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3h. Add the following Subsection to Section 98-105(3)(a)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3i. Add the following Subsection to Section 98-105(3)(b)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3j. Add the following Subsection to Section 98-105(3)(c)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3k. Add the following Subsection to Section 98-105(3)(d)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3l. Add the following Subsection to Section 98-105(3)(e)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3m. Add the following Subsection to Section 98-105(3)(f)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3n. Add the following Subsection to Section 98-105(3)(g)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3o. Add the following Subsection to Section 98-105(3)(g)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3p. Add the following Subsection to Section 98-105(3)(h)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3q. Add the following Subsection to Section 98-105(3)(i)2.c.1):

Tourist Rooming House (see Section 98-206(8))

3r. Add the following Subsection to Section 98-105(3)(j)2.c.1):

Tourist Rooming House (see Section 98-206(8))

Part Four

4. Amend Section 98-203(1) "Table of Land Uses- Accessory Uses" (Section 206(8)) to add row (y) under Accessory Land Uses:

P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(y) Tourist Rooming House
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