

**CITY OF LAKE GENEVA  
626 GENEVA STREET  
LAKE GENEVA, WI**

**PLAN COMMISSION MEETING**  
MONDAY SEPTEMBER 17, 2018 - 6:00 PM  
COUNCIL CHAMBERS, CITY HALL

**Amended Agenda**

Omitted item 10 – Amendment to the Ordinance 18-3 for the Tourist Rooming House

1. Meeting called to order by Tom Hartz.
2. Roll Call.
3. Approve Minutes of the August 20<sup>th</sup> Plan Commission meeting as distributed.
4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes.
5. Acknowledgment of Correspondence.
6. Downtown Design Review:
  - a. Application filed by Eric Dawson, 39230 93<sup>rd</sup> St., Genoa City, WI 53128, for a request to renovate the front exterior façade of the business located at 260 Broad Street, in the Central Business (CB) zoning district, Tax Key No. ZOP00245.
  - b. Application filed by 503 Broad Street LLC, Lake Geneva, WI 53145, to paint the front of the building located at 503 Broad St, in the Central Business (CB) zoning district, Tax Key No. ZOP00030.
7. Public Hearing and Recommendation of a Precise Implementation Plan (PIP) filed by 1111 N. Edwards Blvd LLC, 5701 Weatherstone Way, Johnsburg, IL 60050, for the new construction of a 4 story Marriott Fairfield Hotel, located at the South East corner of the Sheridan Springs Rd and North Edwards Blvd intersection adjacent to the State Highway 12 corridor, located in the Planned Industrial (PI) zoning district, Tax Key Nos. ZA468000003 & ZA468000004.
8. Discussion Only Item: Applicant, House Around the Corner LLC, 3389 South Shore Dr. Delavan, WI, 53115, proposes to raze the existing building at 832 Geneva St and construct a new 5,154 square foot, 2-story, commercial building, located within the Central Business (CB) zoning district, Tax Key No. ZOP000252.

9. Summary of September 5, 2018 Public Workshop on Comprehensive Plan Amendments.
10. Mayoral notice of the October 15<sup>th</sup> meeting will be a Joint Meeting with City Council and Plan Commission to occur at 5 p.m. The regular Plan Commission Meeting will commence after the Joint Meeting ends or 6 p.m.
11. Adjournment

**QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT**

*Requests from persons with disabilities, who need assistance in order to participate in this meeting, should be made to the City Clerk's office, in order for appropriate Accommodations.*

*Posted 9/13/2018*

**PLAN COMMISSION MEETING  
MONDAY, AUGUST 20, 2018 – 6:00 PM  
COUNCIL CHAMBERS, CITY HALL**

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

**Roll Call.** Present: Mayor Hartz, Alderman Doug Skates, Ted Horne, Ann Esarco, Michael Krajovic. Absent (Excused): City Planner Slavney, Sarah Hill, John Gibbs. Also Present: City Planner Assistant Mich, City Attorney Draper, Building and Zoning Administrator Walling, Building & Zoning Administrative Assistant Follensbee.

**Approve Minutes of the July 16<sup>th</sup> Plan Commission meeting as distributed.**

Skates/Horne motion to approve. Motion carried unanimously.

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

None.

**Acknowledgement of Correspondence.**

None.

**Downtown Design Review**

**6.a. Application filed by Thomas George, for a request to install an awning on the building, located in the Central Business (CB) zoning district at 741 W. Main Street, Tax Key No. ZOP00272.**

Thomas George, 741 Main Street, presented his request. Zoning Administrator Walling verified the awning meets the zoning requirements.

Horne/Skates motion to approve the awning and include all staff recommendations.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**6.b. Application filed by Venture Investment Partners LLP, 751 Lake Geneva Pkwy, Lake Geneva, WI 53147, for a request to install an awning on the building, located in the Central Business (CB) zoning district at 201 Broad Street, Tax Key No. ZOP00267.**

Roger Wolff, 751 Geneva Pkwy, presented his request. Walling said the awning meets all zoning requirements.

Krajovic/Esarco motion to approve the awning and include all staff recommendations.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**6.c. Application filed by Carrie Casper, 483 W. South Street, Lake Geneva, WI 53147, for a request to install on building signage, located in the Central Business (CB) zoning district at 647 W. Main Street, Tax Key No. ZOP00287.**

Carrie Casper, 483 W. South Street, presented her request. Walling said both signs comply with the zoning requirements.

Skates/Horne motion to approve the awning and include all staff recommendations.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**6.d. Application filed by Mellisa Todd, W1385 Oakwood Rd Genoa City WI 53128, for a request to install an on building sign, located in the Central Business (CB) zoning district at 253 Center Street Suite #700 for the Geneva Hair Lounge, Tax Key No. ZOP00282.**

Mellisa Todd, W1385 Oakwood Rd, Genoa City, and Meghann Bybee, 606 Water St, Lyons, presented their request. Walling stated the sign meets the ordinance requirements

Skates/Horne motion to approve the sign and include all staff recommendations.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**7. Public Hearing and Recommendation of a Conditional Use Permit filed by Lake Geneva 50120 LLC, 3000 Dundee Rd #408, Northbrook, IL 60062, for the proposed Indoor Commercial Entertainment Land Use that would allow for the Mod Pizza to be located at 281 Edwards Blvd, Unit C, in the Planned Development (PD) zoning district Tax Key No. ZA297300001.**

Andrew Goodman, 3000 Dundee Road #408, Northbrook, IL and Mike Colombo, 450 North Higgins Road, Elk Grove Village, IL presented the request. Skates clarified this building footprint was extended by 6’ in a prior Plan Commission meeting.

Krajovic/Esarco motion to close the Public Hearing. Motion carried unanimously.

Esarco/Krajovic motion to approve the Conditional Use Permit and include all staff recommendations and fact finding.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**8. Comprehensive Plan Application & Amendment Process:**

**a. 120 Properties LLC, request to change the Future Land Use Map (Maps 5a Full Planning Area View and 5b Central City View) to designate Tax Key No. ZYUP00198 from the Rural Holding Land Use category, to the Planned Mixed Use Land Use category which can be found in the 2011 Lake Geneva Comprehensive Plan; for the property located on the north side of Town Line Road, west of Edwards Boulevard.**

Mayor Hartz stated the present Land Use category for this parcel is Planned Neighborhood and the applicant is requesting to change to Multi-Family Residential category. Walling added the request is for a 12 acre portion of the parcel, not the entire parcel. Planner Mich explained the Comprehensive Plan Amendment process. Mich also explained the present and future Land Use category for this parcel. Esarco asked for clarification of what could be developed on this parcel with the proposed Future Land Use category. Walling verified the 12 acre request is located in the southwest quadrant of this parcel. Krajovic asked if the density change to the 38 acres was analyzed. Hartz explained the density of the housing would not affect what is going on around this area. Skates noted the timing of this Land Use change would allow the Plan Commission to discuss options for the rest of the parcel next year.

**b. Plan Commission Recommends Setting Public Hearing by Council.**

Skates/Horne motion to recommend the City Council establish a Joint Meeting with City Council and Plan Commission for October 15, 2018, at 5:00 pm which will include a Public Hearing for a Comprehensive Plan Amendment.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

Skates/Horne motion to schedule a Public Workshop regarding a proposed Comprehensive Plan Amendment on September 5, 2018, from 6-8 pm in the Police Training Room at City Hall. Neighbors will be noticed regarding the parcel, Tax Key No. ZYUP 00198.

Roll Call: Hartz, Skates, Horne, Esarco, Krajovic voting “yes.” Motion carried unanimously.

**9. Conceptual Plan request for the property located at Tax Key No. ZYUP00198 for 120 Properties LLC & Roger Wolff to improve approximately 12 acres of Tax Key No. ZYUP00198, for Copper Circle Apartment Homes that would allow the installation of 15 6-unit dwellings. The conceptual plan review that has been submitted is the preliminary site plan for a future request.**

Walling stated the site plan in the packet has been revised and the new site plan will be included in the final request. Roger Wolff, 751 Geneva Pkwy, presented his conceptual plan. This plan would be a fully managed apartment property which consists of 6-unit buildings with a clubhouse, leasing office & maintenance staff. Wolff will give the city of Lake Geneva a 20’ easement around the 12 acre property for a future bike path. The roadway in the complex will be private. A Plan Commission discussion followed. Planner Mich stated this item will be on the September 17<sup>th</sup> Plan Commission Agenda for further discussion.

- 10. Conceptual Plan request for the property located at Tax Key No. ZSUM0001 & ZSUM0002. The conceptual plan request is for the Summerhaven Development of Phases II & III. This would allow for the construction and buildout of the remaining new Single Family dwelling units for the property located in the Planned Development (PD) zoning district, located on Lake Geneva Boulevard. The conceptual plan review is the step 2 of the Planned Development Process.**

Jim Howe, Godfrey Law Firm, Elkhorn, on behalf of McMurr II LLC, presented the request. Phase 2 consists of 4 planned units on the north end of the property near the cul de sac. Phase 3 is located south of the existing Phase 1 development and will consist of 23 single family units. The proposed easement agreement would share the cost of the private roads, pool and pool house and storm water management systems. This application asks for a 2<sup>nd</sup> access point to the subdivision from Lake Geneva Blvd. Krajovic asked about the demographics for this development, especially a common area such as a park or field. Howe will speak to the developer regarding this topic.

- 11. Adjournment.** Skates/Horne motion to adjourn at 7:18 pm. Motion carried unanimously.

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/s/ Brenda Follensbee, Building & Zoning Administrative Assistant

**THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE PLAN COMMISSION**

STAFF REPORT  
To Lake Geneva Plan Commission  
Meeting Date: September 17, 2018

Agenda Item: 6a

Applicant:

Thumbs Up Real Estate Holdings, LLC  
39230 93<sup>rd</sup> St.  
Genoa City, WI 53128

Request: 260 Broad St

Downtown Design Review for exterior Façade  
renovations  
Tax Key No. ZOP00245

Description:

The applicant is submitting an application for Downtown Design Review for the request to renovate the exterior façade of the building located at 260 Broad Street Tax Key No. ZOP00245. The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

The applicant proposes to extend the west wall of the building to eliminate the current planter area and expand the floor area of the building. Proposed colors correspond within the permitted downtown guidelines.

Staff Recommendations:

The colors submitted have been reviewed and comply with the Historic Colors of the Sherwin Williams color palette. The proposed renovations meet the requirements of the Downtown Design Overlay Zoning district as proposed.

Staff recommends *approval* of the request as submitted.



City of Lake Geneva  
Building and Zoning  
626 Geneva Street  
Lake Geneva, WI 53147

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:  
260 Broad Street, Lake Geneva, WI 53147  
ZOP 00245

Name & Address of Current Building Owner:  
Two Thumbs Up Real Estate Holdings , LLC (Eric Dawson)  
39230 93rd Street, Genoa City WI 53128

Telephone Number of Current Building Owner: 262-206-0893  
Email Address: dawsonracing@hotmail.com

Name & Address of Applicant:  
Eric Dawson  
39230 93rd Street, Genoa City, WI 53128

Telephone Number of Applicant: 262-206-0893  
Email Address: dawsonracing@hotmail.com

Proposed Design Change:  
Front facade improvement which includes the elimination of brick planters and the installation of larger commercial windows and door.

Zoning District: Zone 1

Names & Address of Architect, Engineer, and/or Contractor of Project:  
Jordan Struck, Project Manager  
Baker Glass  
N 1806 US HWY 12 , Fort Atkinson WI 53538

Description of Project:  
Improve and update the front facade at 260 Broad Street. Improvements include: 1) elimination of brick planter, 2) Replace existing wood windows with larger, aluminum commercial windows and glass door (all glass is tempered for safety), 3) Replace siding and repaint as needed in the exact color of current building structure.

Date: August 28, 2018

Signature of Applicant:

Thumbs Up  
260 Broad Street  
Lake Geneva, WI 53147

Front Façade Improvement and Remodel Proposal:

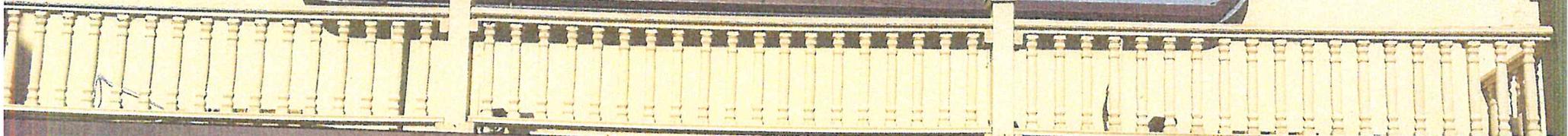
Thumbs Up is looking to update and improve the front façade of our building by completing the following:

- 1.) Elimination of brick planter.
- 2.) Replace existing wood windows with new upgraded aluminum windows (bronze in color) and a glass door (also bronze in color). All glass (both windows and door) will be tempered for safety.
- 3.) Replace siding and repaint trim as needed (all siding and trim will be painted the exact color of current building structure).

Over the last several years many of our neighboring businesses have updated and improved their facades. We believe these new improvements will update and modernize the general look of our property and better align us with the neighboring properties, thus improving the overall appearance of the block.

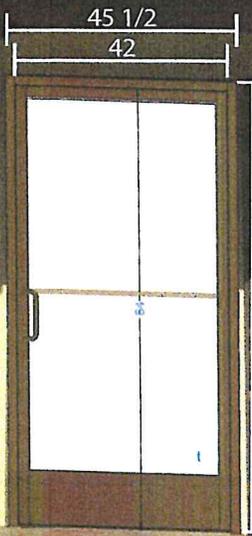
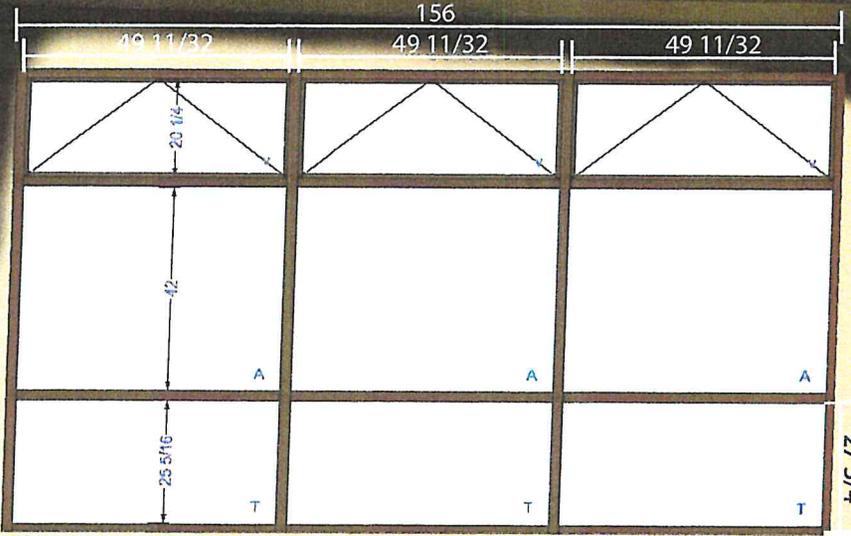
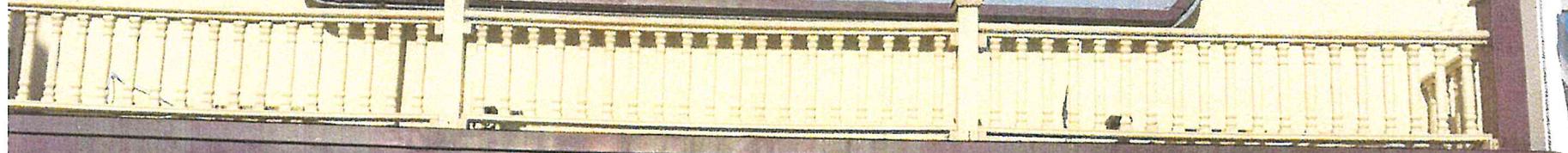
# THUMBS UP

DRINKING & DANCING



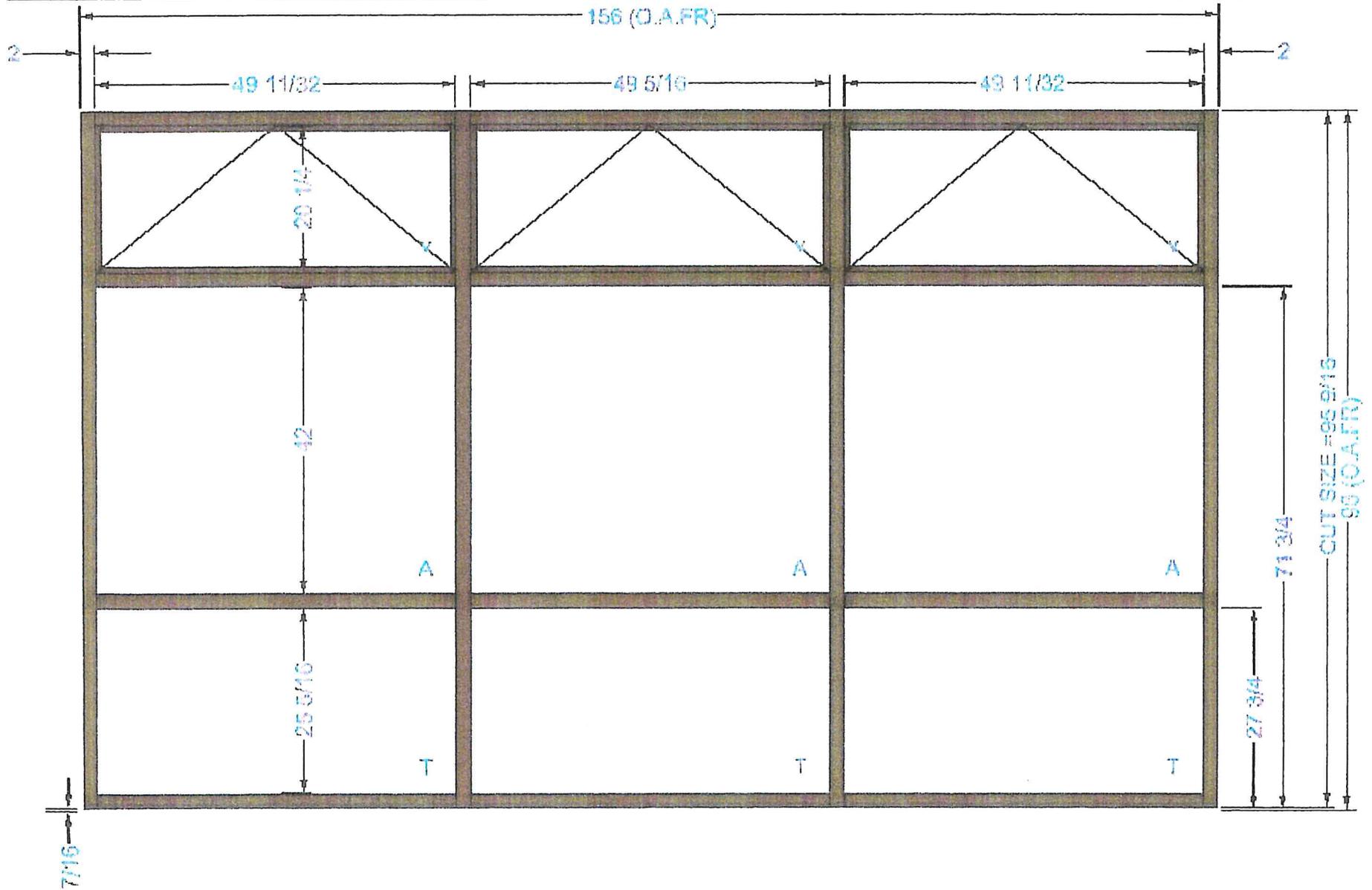
# THUMBS UP

DRIVING • FINANCING • RENTALS



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Rows: 3  
Frame Height: 96

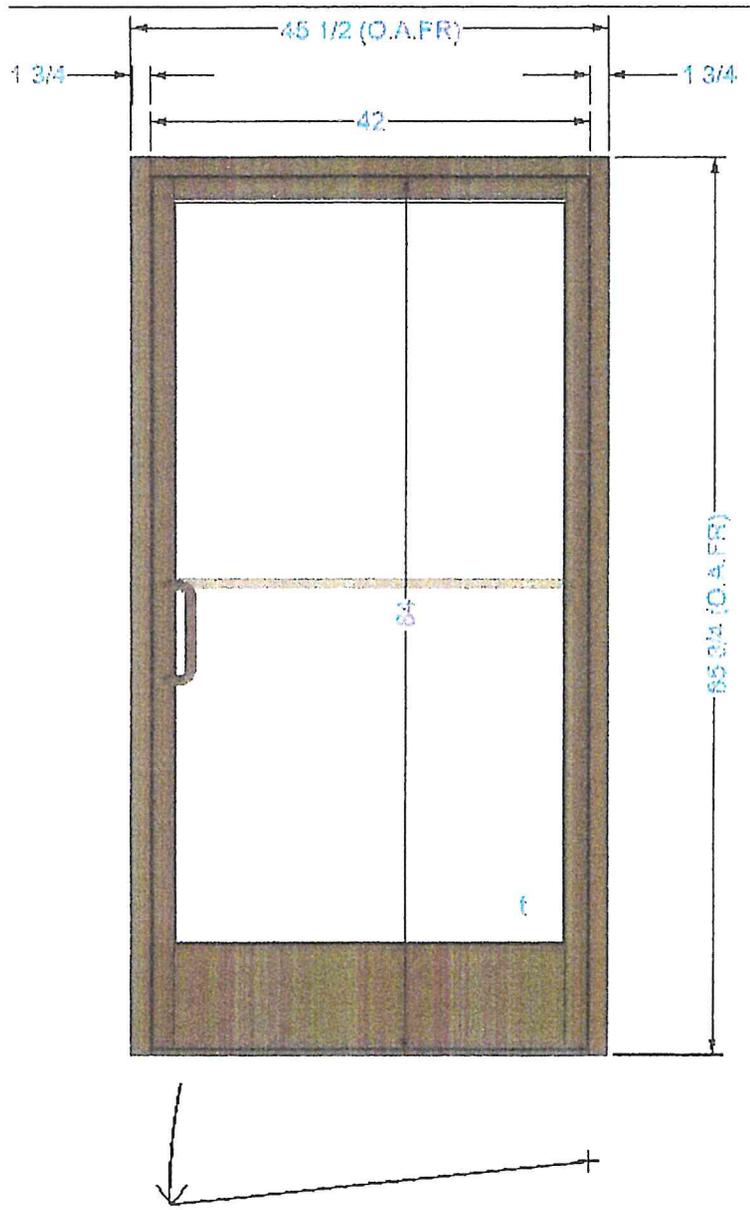


Panels: 1

Rows: 1

Frame Width: 45 1/2

Frame Height: 85 3/4



STAFF REPORT  
To Lake Geneva Plan Commission  
Meeting Date: September 17, 2018

Agenda Item: 6b

Applicant:  
503 Broad Street LLC.  
507 Broad Street  
Lake Geneva, WI 53147

Request: 503 Broad St  
Downtown Design Review for exterior painting  
Tax Key No. ZOP00030

Description:  
The applicant is submitting an application for Downtown Design Review for the request to paint the exterior of the building located at 503 Broad Street Tax Key No. ZOP00030. The City reviews all exterior alteration in the CB zoning district to confirm that they conform to the Downtown Design standards, particularly quantity, size, and color requirements.

The applicant proposes to paint the exterior of the building. Proposed colors correspond within the permitted downtown guidelines.

Staff Recommendations:  
The colors submitted have been reviewed and comply with the Historic Colors of the Sherwin Williams color palette. The proposed renovations meet the requirements of the Downtown Design Overlay Zoning district as proposed.

Staff recommends *approval* of the request as submitted.



City of Lake Geneva  
Building and Zoning  
626 Geneva Street  
Lake Geneva, WI 53147

APPLICATION FOR DOWNTOWN DESIGN REVIEW

Site Address & Parcel No.:

503 BROAD ST. LAKE GENEVA, WI  
Tax Key ZOP-00031

Name & Address of Current Building Owner:

503 BROAD STREET LLC.  
507 BROAD STREET, LAKE GENEVA, WI

Telephone Number of Current Building Owner: 262-745-9611

Email Address: BOBSELLSHOUSES@GMAIL.COM

Name & Address of Applicant:

Bob LIMOSANI + Amy ODETTE members 503 BROAD ST. LLC  
507. BROAD ST  
LAKE GENEVA, WI

Telephone Number of Applicant: 262-745-9611

Email Address: BOBSELLSHOUSES@GMAIL.COM

Proposed Design Change:

PAINT FRONT OF BUILDING TO PREVENT DAMAGE TO WOOD  
FRONT AND REPLACE ANY WOOD THAT IS DAMAGED.

Zoning District: CB (CENTRAL BUSINESS)

Names & Address of Architect, Engineer, and/or Contractor of Project:

MCC CONSTRUCTION  
414 FAIR OAKS DR  
WILLIAMS BAY, WI 53191  
262-374-0570

Description of Project:

Repainting front of building wood structure and  
trim and replace any deteriorating wood

Date: 9/7/2018

Signature of Applicant:

Bob Limosani member  
503 Broad Street LLC.

Petitioner Name

Project Address

OFFICE USE ONLY

Description of Request \_\_\_\_\_

**Agreement for Services**

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

Bob Limosani (member), as applicant/petitioner for

Project:

Painting front of Building and replace any wood.

Project Address:

503 BROAD ST.

Name:

503 BROAD STREET LLC

Address:

507 BROAD STREET.

LAKE SEMERACHIE 53147

Cell Phone: (262) - 745-9611

Phone: (262) - 748-6409

Email: BobSELLSHOUSES@gmail.com

Dated this 7th Day of September, 2018.

Bob Limosani (member)

Printed Name of Applicant / Petitioner



Signature of Applicant/Petitioner



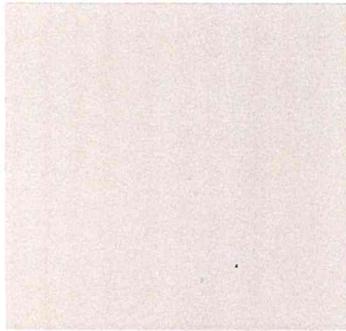
balance=  
bath and body

balance=  
bath & body  
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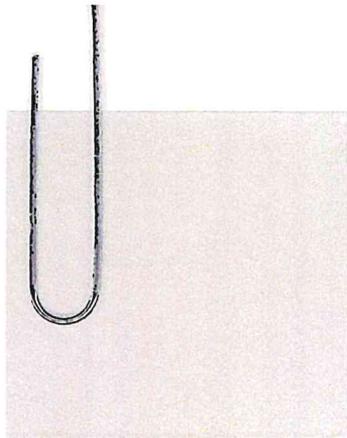
MUSCLE & JOINT  
JELLY  
OPEN

663  
662

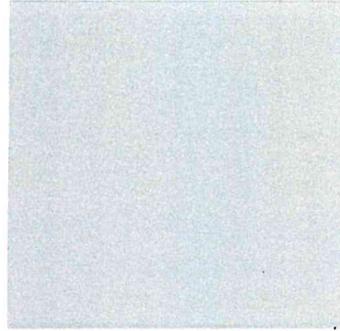
WELCOME



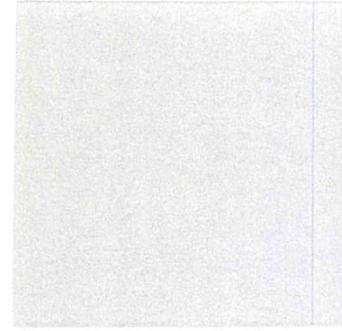
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*Gris de Stonington*



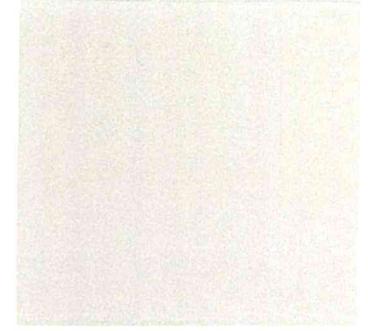
Wickham Gray HC-171  
*Gris de Wickham*



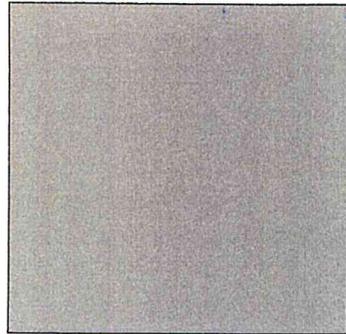
Yarmouth Blue HC-150  
*Azul de Yarmouth*



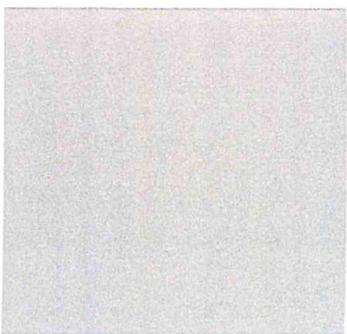
Woodlawn Blue HC-147  
*Azul de Woodlawn*



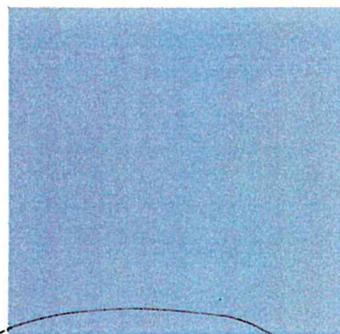
Guilford Green HC-116  
*Verde de Guilford*



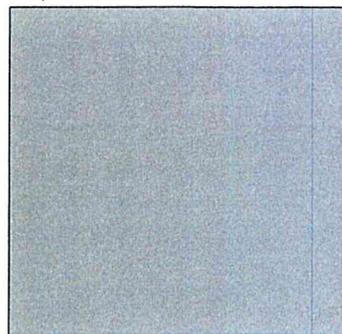
Chelsea Gray HC-168  
*Gris de Chelsea*



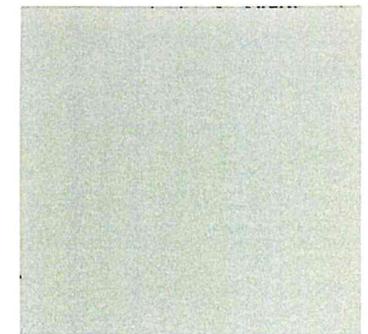
Coventry Gray HC-169  
*Gris de Coventry*



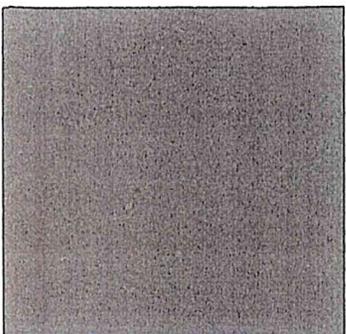
Whipple Blue HC-152  
*Azul de Whipple*



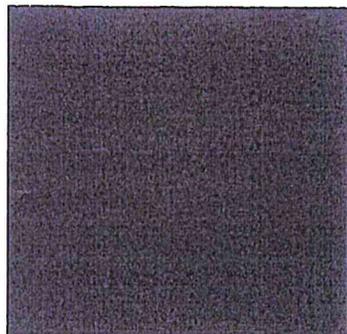
Templeton Gray HC-161  
*Gris de Templeton*



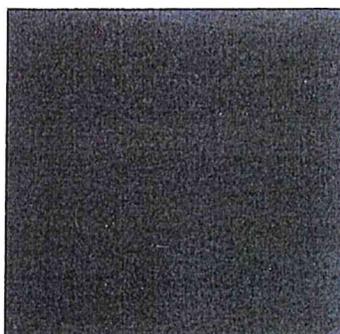
Louisburg Green HC-113  
*Verde de Louisburg*



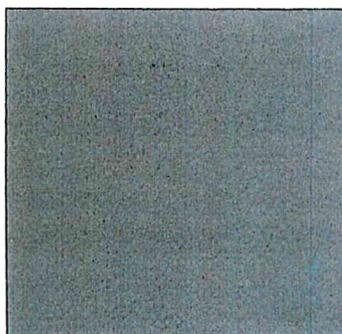
Kendall Charcoal HC-166  
*Carbón de Kendall*



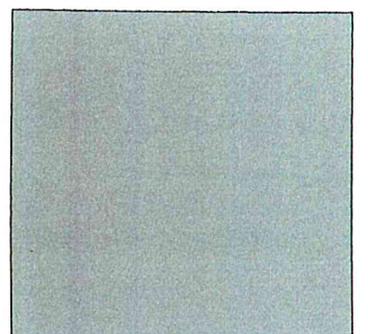
Hale Navy HC-154  
*Azul Marino de Hale*



Narragansett Green HC-157  
*Verde de Narragansett*



Lafayette Green HC-135  
*Verde de Lafayette*



Cushing Green HC-125  
*Verde de Cushing*

STAFF REPORT  
To Lake Geneva Plan Commission  
Meeting Date: September 11, 2018

Agenda Item: 7

Applicant:

1111 N. Edwards Blvd LLC  
1111 N. Edwards Blvd  
Lake Geneva WI, 53147

Request:

Marriott Fairfield Inn & Suites  
Precise Implementation Plan (PIP) for  
Commercial Indoor Lodging land use in the  
Planned Industrial (PI) Zoning District  
Tax Key No. ZA468000003 & ZA468000004

Description:

The applicant is submitting a request for the new construction of a 4 story 92 unit Fairfield Inn to be located at the south east portion of the intersection of N. Edwards Blvd and Sheridan Springs Rd.

The applicants have met with staff for this land use of Commercial Indoor Lodging land use to occur at this location for the consideration of the requested in Precise Implementation Plan (PIP). The requested PIP zoning approval will allow for the construction of the Hotel adjacent to the current Geneva Square property.

Staff has met with the applicants and their considerations of, building exterior materials, and site access, and storm water detention.

The city engineer has been in contact with the designer for storm water designs and requests the motion include the statement as contingent on the final staff approval of the storm water designs.

Consistency with the Comprehensive Plan:

Wisconsin law requires all Zoning Map Amendments (including Precise Implementation Plan) be consistent with the Comprehensive Plan, and particularly with the Future Land Use Map. 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. All other zoning requirements of the current PIP remain.

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 GDP;
- Include *findings* required by the Zoning Ordinance for Zoning Map amendments; and,
- Provide specific suggested *requirements* to modify the project as submitted.

Staff Review Comments:

The proposed PIP applicants have met with staff and have provided the information and plan to support the requested PIP.

Planning staff supports the requested flexibilities. Approval of this proposed PIP does not set legal precedent.

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 PIP zoning;
    - d. Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map. And;
  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.

Or:

- 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 PIP as submitted, including the granting of the requested zoning ordinance flexibilities.
2. Staff recommends the *affirmative set of findings* provided above, noting that the proposal is consistent with the Comprehensive Plan's Future Land Use Map; proposes minimal changes to existing development intensity and bulk characteristics; and will be complementary to surrounding land uses.

# **PRECISE IMPLEMENTATION PLAN**

## **FAIRFIELD INN & SUITES LAKE GENEVA, WISCONSIN, A PLANNED DEVELOPMENT OF 1111 N EDWARDS BLVD LLC**

**August 10, 2018**

## Precise Implementation Plan Introduction

This Precise Implementation Plan (“PIP”) concerns two vacant parcels of land, totaling approximately 2.468 acres, more particularly described in the attached Exhibit A incorporated herein and depicted on the City of Lake Geneva (“City”) Land Use Plan Map and an aerial photograph attached as Group Exhibit B hereto and incorporated herein, intended by Applicant, 1111 N Edwards Blvd LLC, a Wisconsin limited liability company, for the development and operation of a Fairfield Inn & Suites (“Site”).

The Site is located in the northeast corner of the City, at the southeast corner of the intersection of Sheridan Springs Road and the north terminus of North Edwards Boulevard. The Site is bounded as follows:

- North - The USH 12/STH 120 interchange and shopping center
- East - The right-of-way for USH 12
- South - Existing undeveloped land
- West - Existing undeveloped land and shopping center

Access to the Site will be from two driveways on North Edwards Boulevard.

In applying to rezone the Site to Planned Development, Applicant envisioned a Hampton Inn hotel. Due to unforeseen circumstances, however, Applicant has changed its plan to a Fairfield Inn & Suites hotel on the Site. Fortunately, the plan requires no additional flexibilities, and remains functionally the same as approved under the General Development Plan, keeping the same number of rooms and amenities, while avoiding the need for a fifth floor.

The principal building on the Site will be approximately 53 feet in height, four floors, with 92 single room and suite units of varying sizes, breakfast area facilities, a fitness center, an indoor pool, a meeting room, and related motel facilities. The Fairfield Inn & Suites franchise is premium-ranked in the industry.

The economic advantages of the Fairfield Inn & Suites to the City are substantial. The construction of the improvements on the Site will employ about 160 workers. The cost of the completely constructed and equipped Fairfield Inn & Suites is budgeted at approximately \$11,351,000.00. The estimated annual general real estate taxes generated by the improvements will be approximately \$232,675.00 at current tax rates. Once operational, the Fairfield Inn & Suites is estimated to generate room sales tax for the City of about \$307,236.00 annually, using the 8.5% room sales tax rate. When operational, the Fairfield Inn & Suites will employ about 20 full-time and 15 part-time employees, most expected to live in the Lake Geneva area. Once operational, total annual salaries paid to such employees are estimated at about \$469,892.00 initially.

The Site is zoned PD, General Development Plan, using the Planned Business District as the base zoning district, with the grant of the conditional use of Commercial Indoor Lodging (“PD-GDP”).

### **Precise Implementation Plan**

1. Location map of the Site on the City of Lake Geneva Land Use Plan Map: *See Group Exhibit B.*

2. Map of Site with lands, including zoning, and owners, including names and addresses, within 300 feet of the boundaries of the Site: *See Group Exhibit C incorporated herein.*

3. A general written description of proposed PIP including:

a. Specific project themes and images: *The Fairfield Inn & Suites franchisor sets standards for a franchisee, including building appearance. Applicant has incorporated suggestions from City staff into Applicant’s franchisor-approved exterior plans and specifications. See the Precise Implementation Plan Drawing, Property Site Plan and Architectural Site Plan attached as Group Exhibit D and incorporated herein, the Floor Plans attached as Group Exhibit E and incorporated herein, and the Elevations & Renderings attached as Group Exhibit F and incorporated herein.*

b. Specific mix of dwelling unit types and/or land uses: *The Site is planned for use as a Fairfield Inn & Suites and its related requirements and uses, such as parking lot, storm water management system, and other facilities.*

c. Specific non-residential intensities as described by floor area ratio and impervious surface area ratio: *The standard Maximum Floor Area Ratio (FAR) is .30. Applicant has been granted a maximum FAR of .45, based on the ratio of 47,500 square feet to 107,506.08 square feet. The LSR and FAR are based on a gross building area of 47,500 square feet, total area of 107,506.08 square feet, a building footprint of 13,000 square feet, and upper floors of 12,500 square feet. The standard Minimum Landscape Surface Ratio (LSR) is 25%. Applicant has been granted an LSR of approximately 42%, based on the ratio of 47,500 square feet to 107,506.08 square feet.*

d. Specific treatment of natural features: *Much of the Site will be improved with the Fairfield Inn & Suites building, the parking lot, the storm water management system, and other facilities taking considerable area. However, landscaping will be maintained in accordance with the zoning standards for the Site. Note that the Site is not in a Primary Environmental Corridor or in the watershed for Geneva Lake; any storm water draining from the Site to the White River will enter the river east of the outflow control gates from Geneva Lake, and will meet all applicable water quality standards.*

e. Specific relationship to nearby properties and public streets: *The Site, as a Fairfield Inn & Suites, is an appropriate use for the area, given the surrounding USH 12 and North Edwards Boulevard, and the Site's proximity to the interchange of USH 12 and STH 36/120. The only developed neighboring property, the Geneva Square shopping center northwest of the Site, is also a commercial use and, in any event, is oriented toward USH 12 and the interchange, away from the Site.*

*The City has recently adopted a Bicycle and Pedestrian Plan, which includes planned bicycle paths on Sheridan Springs Road and North Edwards Boulevard that meet at their intersection. See the Precise Implementation Plan Drawing for the approximate location of bike racks that Applicant proposes to purchase, install and maintain on the Site, to assist bicyclists riding the paths.*

f. Statement of Rationale as to why PD zoning is proposed: *Most of the flexibilities granted under the PD-GDP zoning result from the Site's shape and location. The Site, while almost 2.5 acres, is narrow and triangular in shape, making setbacks, for example, especially difficult. Additionally, the Site's location, relatively isolated from the rest of the City, with no nearby residential development, and no commercial development but for Geneva Square shopping center, makes it appropriate for many of the flexibilities granted under the PD-GDP. The Site is particularly appropriate for a Fairfield Inn & Suites, given its proximity to USH 12, the interchange with USH 12 and STH 36/120, North Edwards Boulevard, and Sheridan Springs Road.*

g. Complete list of zoning standards not met by the proposed PIP and the location(s) in which they apply and a complete list of zoning standards more than met by the proposed PIP and the location(s) in which they apply: *Under the PD-GDP zoning, using a Planned Business base district, the Site has been granted the following Planned Business District flexibilities and will meet the following Planned Business District standards:*

#### **Regulations Applicable to Nonresidential Uses:**

##### **Nonresidential Intensity Requirements:**

Maximum Number of Floors (F): 4. *Although Applicant has been granted flexibility to have 5 floors and a maximum building height of approximately 65 feet, not 45 feet, Applicant requests 4 floors, with a height of 53 feet, given the size, shape and location of the Site, the need for parking, the storm water management system, and other facilities thereon, and the requisite number of units for the Site. The Site is relatively isolated, with major highways and roadways surrounding it. There are no nearby residential properties for which views will be significantly affected, the closest being Stone Ridge Subdivision, which is located northwest of the Site, outlets on Center Street, is built on a hill higher than the Site, with the Site not in the line of sight between the subdivision and Geneva Lake. The building will use a flat roof, rather than a pitched roof, to minimize its height. A minimum four foot-high parapet wall around the roof or equipment-mounted screens will shield any necessary mechanical equipment and vents from view, particularly at street level. As a hotel-motel, greater ceiling height is needed,*

*particularly for the first floor, to accommodate amenities such as the breakfast area facilities, the fitness center, the indoor pool, and the meeting room. Applicant will install water pressure boosting equipment if required for fire suppression or other water needs to serve the building.*

*Minimum Landscape Surface Ratio (LSR): 25%. Applicant has been granted an LSR of approximately 42%, based on the ratio of 47,500 square feet to 107,506.08 square feet.*

*Maximum Floor Area Ratio (FAR): .30. Applicant has been granted a maximum FAR of .45, based on the ratio of 47,500 square feet to 107,506.08 square feet. The LSR and FAR are based on a gross building area of 47,500 square feet, total area of 107,506.08 square feet, a building footprint of 13,000 square feet, and upper floors of 12,500 square feet.*

*Minimum Lot Area (MLA): 20,000 square feet*

*Maximum Building Size (MBS): Not applicable.*

**Nonresidential Bulk Requirements:**

a) Minimum Lot Area: 20,000 square feet

b) Minimum Lot Width: 100 feet; Minimum Street Frontage: 50 feet

c) Minimum Setbacks:

i) Building to Front or Street Lot Line: 25 feet, 40 feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet. *Applicant has been granted flexibility for the Site to reduce the street yard setbacks from 40 feet from the rights-of-way for USH 12, Sheridan Springs Road, and North Edwards Boulevard, as shown on the Precise Implementation Plan Drawing. The Site is narrow and triangular in shape, and a 40 foot setback from each boundary of the Site would leave too little of the Site for development, including building, parking, storm water management system, and other facilities.*

ii) Building to Nonresidential Side Lot Line: 10 feet or 0 feet on zero lot line side. *Not applicable, because all three sides of the Site are bounded by public streets or highways, subject to the street yard setback of 40 feet, from which flexibility has been granted, above.*

iii) Building to Nonresidential Rear Lot Line: 30 feet. *Not applicable, because all three sides of the Site are bounded by public streets or highways, subject to the street yard setback of 40 feet, from which flexibility has been granted, above.*

d) Peripheral Setback: Along zoning district boundary: *With the base Planned Business zoning district, the surrounding zoning districts of Planned Industrial and Planned Development-Commercial impose no peripheral setback.*

e) Minimum Paved Surface Setback: 5 feet from side or rear; 10 feet from street. *Applicant has been granted a minimum paved surface setback from the North Edwards Boulevard right-of-way reduced from 10 feet to 3 feet, particularly around the south access point to the Site, given the narrowness of the Site.*

f) Minimum Building Separation: 20 feet or 0 feet on zero lot line side.

g) Maximum Building Height: 45 feet. *Although Applicant has been granted flexibility to have 5 floors and a maximum building height of approximately 65 feet, not 45 feet, Applicant requests 4 floors, with a height of 53 feet, given the size, shape and location of the Site, the need for parking, the storm water management system, and other facilities thereon, and the requisite number of units for the Site. The Site is relatively isolated, with major highways and roadways surrounding it. There are no nearby residential properties for which views will be significantly affected, the closest being Stone Ridge*

*Subdivision, which is located northwest of the Site, outlets on Center Street, is built on a hill higher than the Site, with the Site not in the line of sight between the subdivision and Geneva Lake. The building will use a flat roof, rather than a pitched roof, to minimize its height. A minimum four foot-high parapet wall around the roof or equipment-mounted screens will shield any necessary mechanical equipment and vents from view, particularly at street level. As a hotel-motel, greater ceiling height is needed, particularly for the first floor, to accommodate amenities such as the breakfast area facilities, the fitness center, the indoor pool, and the meeting room. Applicant will install water pressure boosting equipment if required for fire suppression or other water needs to serve the building.*

Minimum Number of Off-Street Parking Spaces Required on the Lot: *99 stalls, including 4 ADA stalls.*

**Nonresidential Performance Standards:**

*Access Point to Intersection: Under 98-702(6), on an arterial or nonresidential collector street, no access point can be closer than one hundred (100) feet from the intersection of any two street rights-of-way unless such street is the only available frontage on the property. The north access point to the Site on North Edwards Boulevard is approximately 100 feet from the intersection of North Edwards Boulevard and Sheridan Springs Road. Applicant has been granted flexibility to locate the north access point as shown on the Precise Implementation Plan Drawing to align the driveway properly with the porte cochere and the lobby entrance to the Fairfield Inn & Suites, and to permit the circulation of emergency vehicles around the Fairfield Inn & Suites on the Site.*

4. Precise Implementation Plan Drawing at a minimum scale of 1"=100' (11" x 17" reduction also) showing at least the following information:

a. A PIP site plan conforming to all the requirements of Section 98-908(3).

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

c. The precise areas of all development lots and pads, density/intensity of various parts of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses, expected staging, and any other plans required by the Plan Commission or Common Council; and

d. Notations relating the written information provided in (8)(a)3.a.-f., above to specific areas on the GDP Drawing. *See Group Exhibit D.*

5. Landscaping plan for Site, specifying location, species, and installed size of all trees and shrubs, including a chart with a cumulative total for each species, type and required location (foundation, yard, street, paved area or bufferyard) of all trees and shrubs. *See the attached Landscaping Plan incorporated herein as Exhibit G.*

6. Series of building elevations for the entire exterior of all buildings in the Planned Development, including detailed notes as to the materials and colors proposed: *See Group Exhibit F.*

7. General signage plan, including all project identification signs, concepts for public fixtures and signs (such as street light fixtures and/or poles or street sign faces and/or poles), and group development signage themes which are proposed to vary from City standards or common practices. The outdoor lighting plan is also provided. *See the attached General Signage Plan and the Electrical Site Plan incorporated herein as Group Exhibit H.*

8. General outline of intended organizational structure; deed restrictions and provisions for private provision of common services, if any: *Applicant will contract with a reputable and qualified hotel management company to operate the Fairfield Inn & Suites on the Site, subject to monitoring by Applicant and additional oversight for adherence to standards set by the franchisor for Fairfield Inn & Suites.*

9. Description demonstrating full consistency of proposed PIP with approved GDP: *The PIP employs the flexibilities granted under the PD-GDP, and no other. The PIP realizes Applicant's vision for the construction and operation of a first-class Fairfield Inn & Suites on the Site, as described under its Concept Plan and approved PD-GDP.*

10. Any and all variations between the requirements of the applicable PD/GDP zoning district and the proposed PIP development: *The PIP makes the following minor revisions to the Site Plan under the GDP, none of which requires additional flexibility from the Zoning Ordinance and, therefore, no amendment to the GDP:*

*a. Reduction of the number of floors from 5 to 4, and building height from 65 feet to 53 feet.*

11. Proof of financing capability to construct, maintain and operate the public works elements of the proposed development: *Pursuant to the Development Agreement to be entered between the City and Applicant as a part of the PIP approval, Applicant will provide a surety reasonably acceptable to the City in the amount of 120% of the City Engineer's estimated cost of the purchase and installation of the public improvements under the engineering plans approved by the City Engineer.*

12. Precise Implementation Plan (PIP) submission includes site plan and design information, allowing the Plan Commission design review and review of the PIP: *See the Precise Implementation Plan Drawing, Property Site Plan and Architectural Site Plan (Group Exhibit D), the Floor Plans (Group Exhibit E), the Elevations & Renderings (Group Exhibit F), the Landscaping Plan (Exhibit G), and General Signage Plan and Electrical Site Plan (Group Exhibit H). See also the Final Engineering Plans attached hereto as Group Exhibit I and incorporated herein.*

Applicant respectfully requests that the City grant the PIP, pursuant to this Application, subject to such reasonable conditions that the City may impose.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SITE**

Lot 3 and Lot 4 of Certified Survey Map No. 4680 recorded October 13, 2016 in Volume 31 of Certified Surveys on Page 28 as Document No. 934194, and being part of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 all in Section 30, Township 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

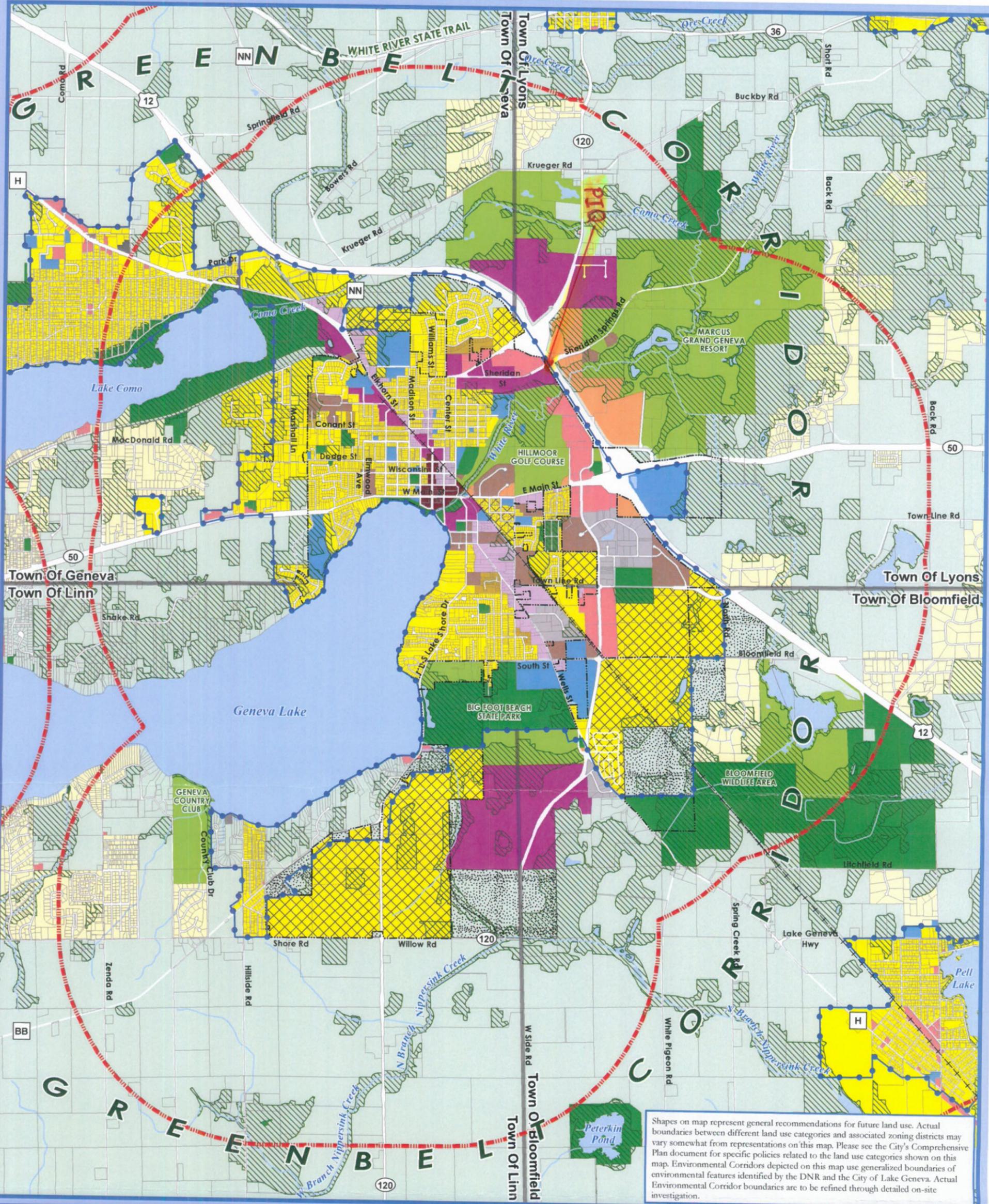
Tax Key No. ZA468000003 and ZA 468000004

Address: Vacant Lots, 1111 North Edwards Boulevard

**GROUP EXHIBIT B**

**CITY LAND USE PLAN MAP AND  
AERIAL PHOTOGRAPH**

See attached.



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

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

### Land Use Categories

- Agricultural & Rural
  - Single Family Residential - Exurban
  - Single Family Residential - Urban
  - Two-Family/Townhouse Residential
  - Multi-Family Residential
  - Planned Neighborhood
- \*Each "Planned Neighborhood" may include a mix of:
1. Single Family - Urban (predominate land use)
  2. Two-Family/Townhouse
  3. Multi-Family Residential
  4. Institutional & Community Services
  5. Neighborhood Mixed Use
  6. Public Park & Recreation
- 
- Neighborhood Mixed Use
  - Planned Office
  - Planned Business

- Central Business District
  - Planned Mixed Use
- \*Each "Planned Mixed Use Area" may include mix of:
1. Planned Office
  2. Multi-Family Residential
  3. Institutional & Community Services
  4. Planned Business
- 
- Planned Industrial
  - General Industrial
  - Institutional & Community Services
  - Private Recreation Facilities
  - Public Park & Recreation
  - Environmental Corridor
  - Long Range Exurban Growth Area

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



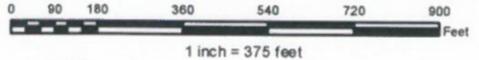
Adopted: October 24, 2014

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



# CSM 4680 Lots 3 and 4

WALWORTH COUNTY, WISCONSIN



Author:  
 Map Produced on: 3/2/2018  
 Wisconsin State Plane Coordinate System, South Zone  
 Horizontal Datum: NAD27  
**Walworth County Information Technology Department**  
**Land Information Division**  
 1800 County Trunk NN  
 Elkhorn, Wisconsin 53121-1001  
DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROVIDED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN SHOULD NOT BE ACCEPTED AS A OFFICIAL DOCUMENT.



**GROUP EXHIBIT C  
MAP OF SITE &  
OWNERS WITHIN 300 FEET**

See attached.

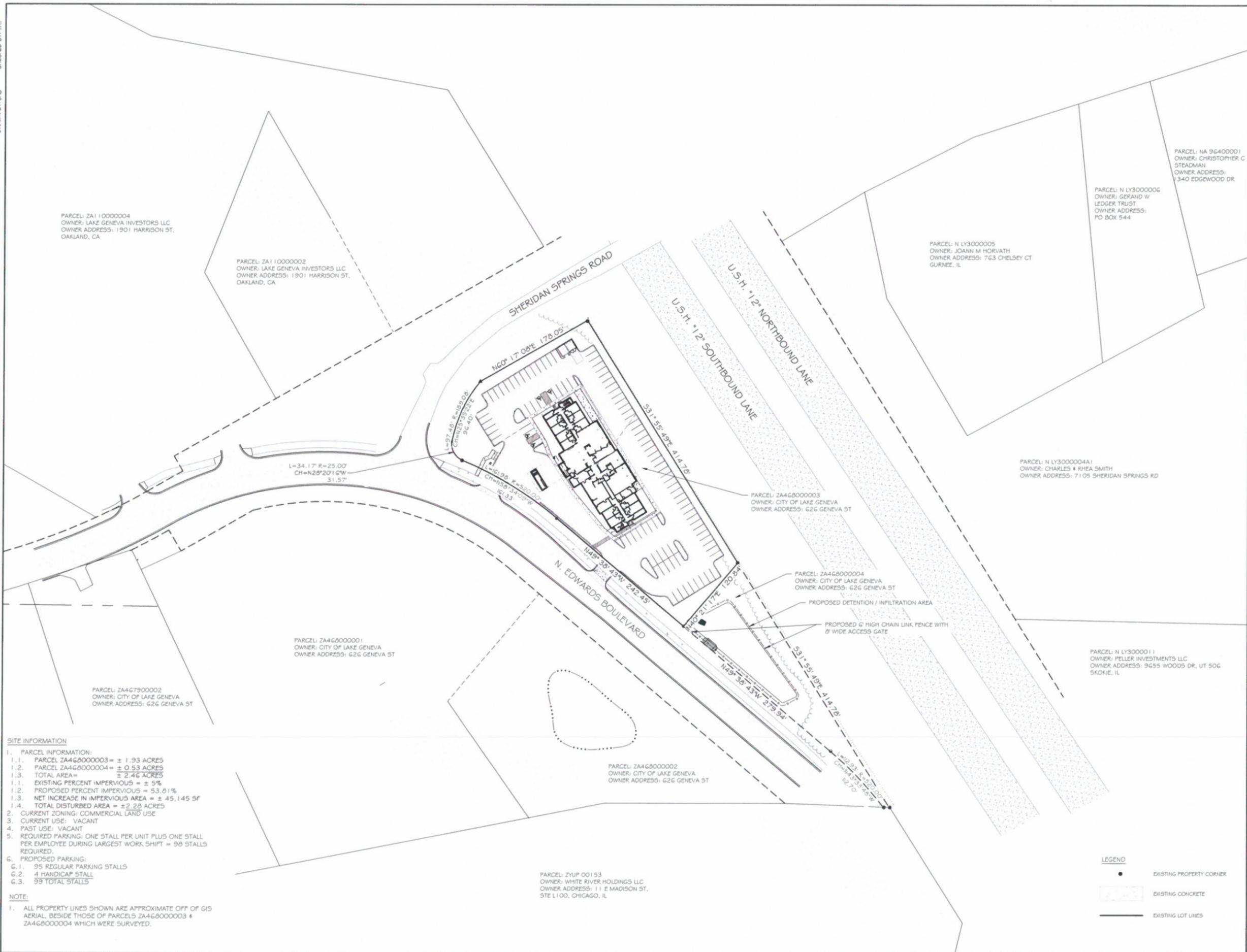


**Certification & Seal**  
 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.



MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PIP-PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	SITE PLAN AND SURROUNDING PROPERTIES	

PROJECT NUMBER	36359
SHEET NUMBER	C200

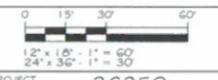


**SITE INFORMATION**

- PARCEL INFORMATION:
  - 1.1. PARCEL Z446000003 = ± 1.93 ACRES
  - 1.2. PARCEL Z446000004 = ± 0.53 ACRES
  - 1.3. TOTAL AREA = ± 2.46 ACRES
  - 1.4. EXISTING PERCENT IMPERVIOUS = ± 5%
  - 1.5. PROPOSED PERCENT IMPERVIOUS = 53.81%
  - 1.6. NET INCREASE IN IMPERVIOUS AREA = ± 45,145 SF
  - 1.7. TOTAL DISTURBED AREA = ± 2.28 ACRES
- CURRENT ZONING: COMMERCIAL LAND USE
- CURRENT USE: VACANT
- PAST USE: VACANT
- REQUIRED PARKING: ONE STALL PER UNIT PLUS ONE STALL PER EMPLOYEE DURING LARGEST WORK SHIFT = 98 STALLS REQUIRED
- PROPOSED PARKING:
  - 6.1. 95 REGULAR PARKING STALLS
  - 6.2. 4 HANDICAP STALL
  - 6.3. 99 TOTAL STALLS

**NOTE:**

1. ALL PROPERTY LINES SHOWN ARE APPROXIMATE OFF OF GIS AERIAL, BESIDE THOSE OF PARCELS Z446000003 & Z446000004 WHICH WERE SURVEYED.



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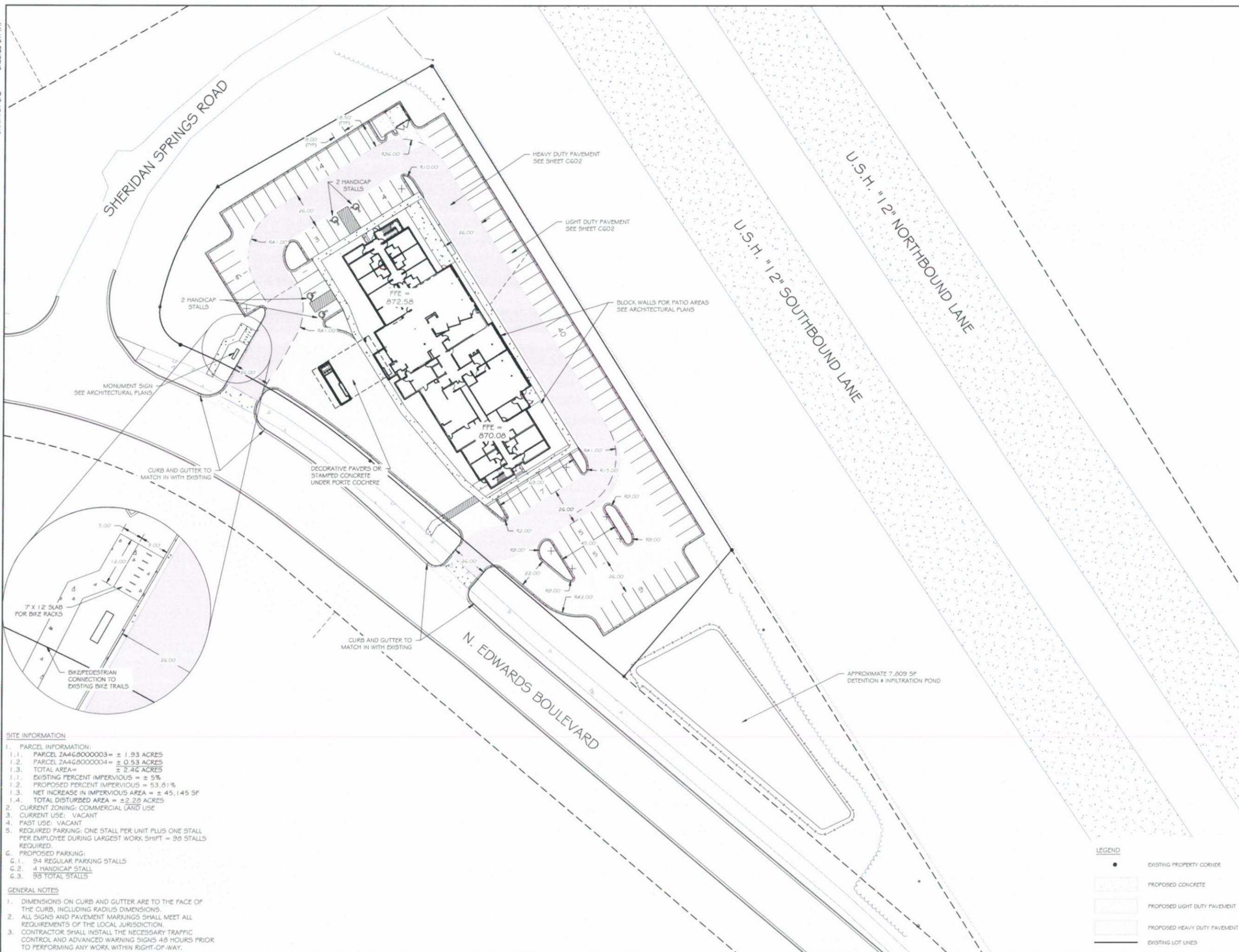
**GROUP EXHIBIT D  
PRECISE IMPLEMENTATION PLAN DRAWING,  
PROPERTY SITE PLAN &  
ARCHITECTURAL SITE PLAN**

See attached.



MARK	DATE	DESCRIPTION
ISSUED:	08/09/2018	
ISSUE PHASE:	PIP PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	SITE PLAN	

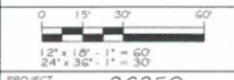
PROJECT NUMBER	36359
SHEET NUMBER	C201



- SITE INFORMATION**
- PARCEL INFORMATION:
    - 1.1. PARCEL Z446000003 = ± 1.93 ACRES
    - 1.2. PARCEL Z446000004 = ± 0.53 ACRES
    - 1.3. TOTAL AREA = ± 2.46 ACRES
    - 1.4. EXISTING PERCENT IMPERVIOUS = ± 5%
    - 1.5. PROPOSED PERCENT IMPERVIOUS = 53.81%
    - 1.6. NET INCREASE IN IMPERVIOUS AREA = ± 45,145 SF
    - 1.7. TOTAL DISTURBED AREA = ± 2.28 ACRES
  - CURRENT ZONING: COMMERCIAL LAND USE
  - CURRENT USE: VACANT
  - PAST USE: VACANT
  - REQUIRED PARKING: ONE STALL PER UNIT PLUS ONE STALL PER EMPLOYEE DURING LARGEST WORK SHIFT = 98 STALLS REQUIRED.
  - PROPOSED PARKING:
    - 6.1. 94 REGULAR PARKING STALLS
    - 6.2. 4 HANDICAP STALL
    - 6.3. 98 TOTAL STALLS
- GENERAL NOTES**
- DIMENSIONS ON CURB AND GUTTER ARE TO THE FACE OF THE CURB, INCLUDING RADIUS DIMENSIONS.
  - ALL SIGNS AND PAVEMENT MARKINGS SHALL MEET ALL REQUIREMENTS OF THE LOCAL JURISDICTION.
  - CONTRACTOR SHALL INSTALL THE NECESSARY TRAFFIC CONTROL AND ADVANCED WARNING SIGNS 48 HOURS PRIOR TO PERFORMING ANY WORK WITHIN RIGHT-OF-WAY.

**LEGEND**

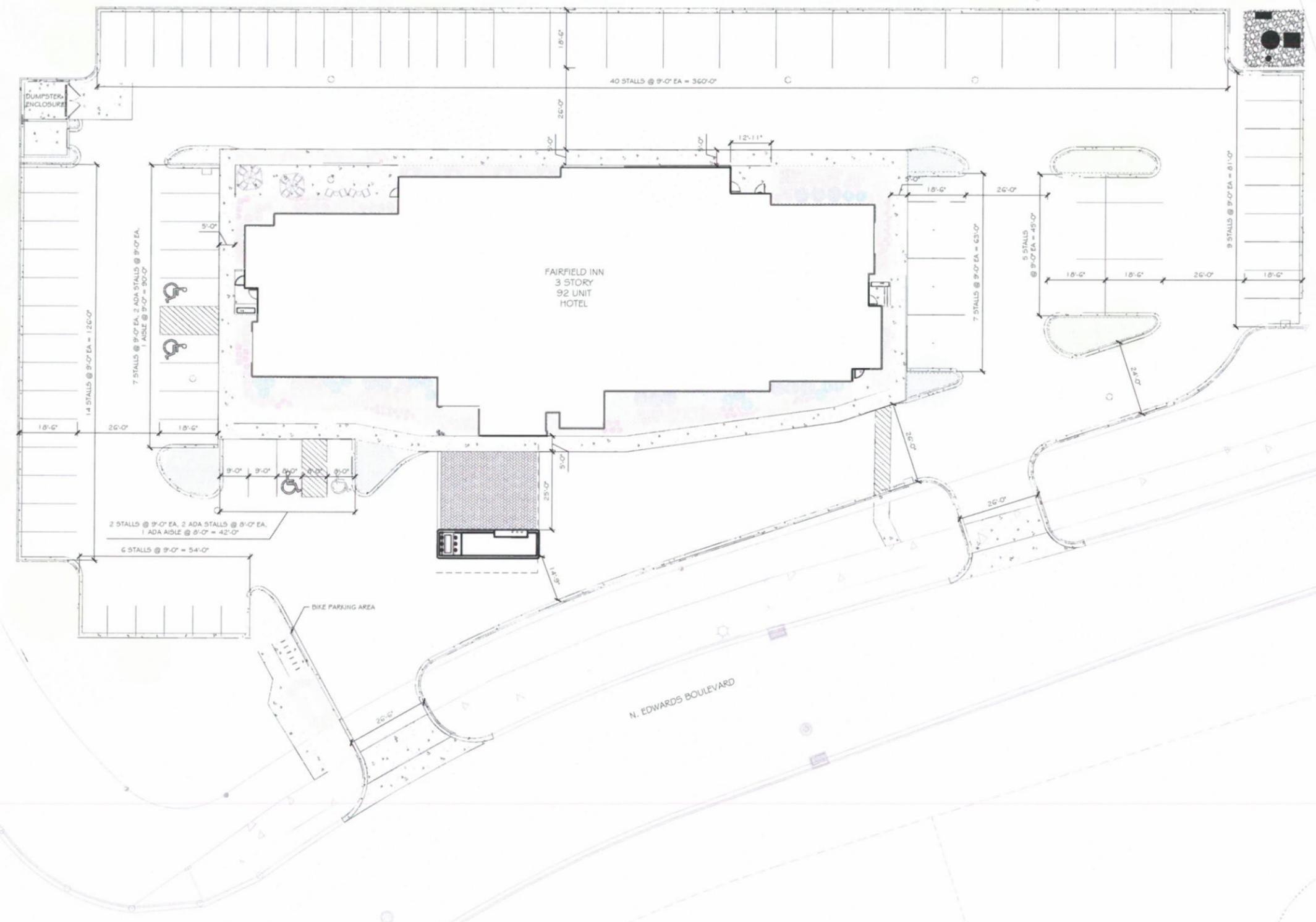
- EXISTING PROPERTY CORNER
- PROPOSED CONCRETE
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED HEAVY DUTY PAVEMENT
- EXISTING LOT LINES



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Orientation & Scale



1 ARCHITECTURAL SITE PLAN  
 SCALE: 1/16" = 1'-0"

MARK	DATE	DESCRIPTION
	08/10/2018	DATE ISSUED:
		ISSUE PHASE: P/F PRE-CONSTRUCTION IMPLEMENTATION PLAN
PROJECT TITLE:		
<b>FAIRFIELD INN 3 STORY 92 UNIT</b>		
PROJECT OWNER:		
1111 NORTH EDWARDS BLVD LLC		
PROJECT LOCATION:		
LAKE GENEVA, WI		
SHEET TITLE:		
<b>ARCHITECTURAL SITE PLAN</b>		
PROJECT NUMBER: 36359		
SHEET NUMBER: A001		

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**GROUP EXHIBIT E  
FLOOR PLANS**

See attached.



Certification # 5ea

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/10/2016	
ISSUE PHASE:	PIP PRE-CONSTRUCTION PHASE	
PROJECT TITLE:	FAIRFIELD INN 3 STORY 92 UNIT	

PROJECT OWNER:  
 1111 NORTH EDWARDS BLVD LLC

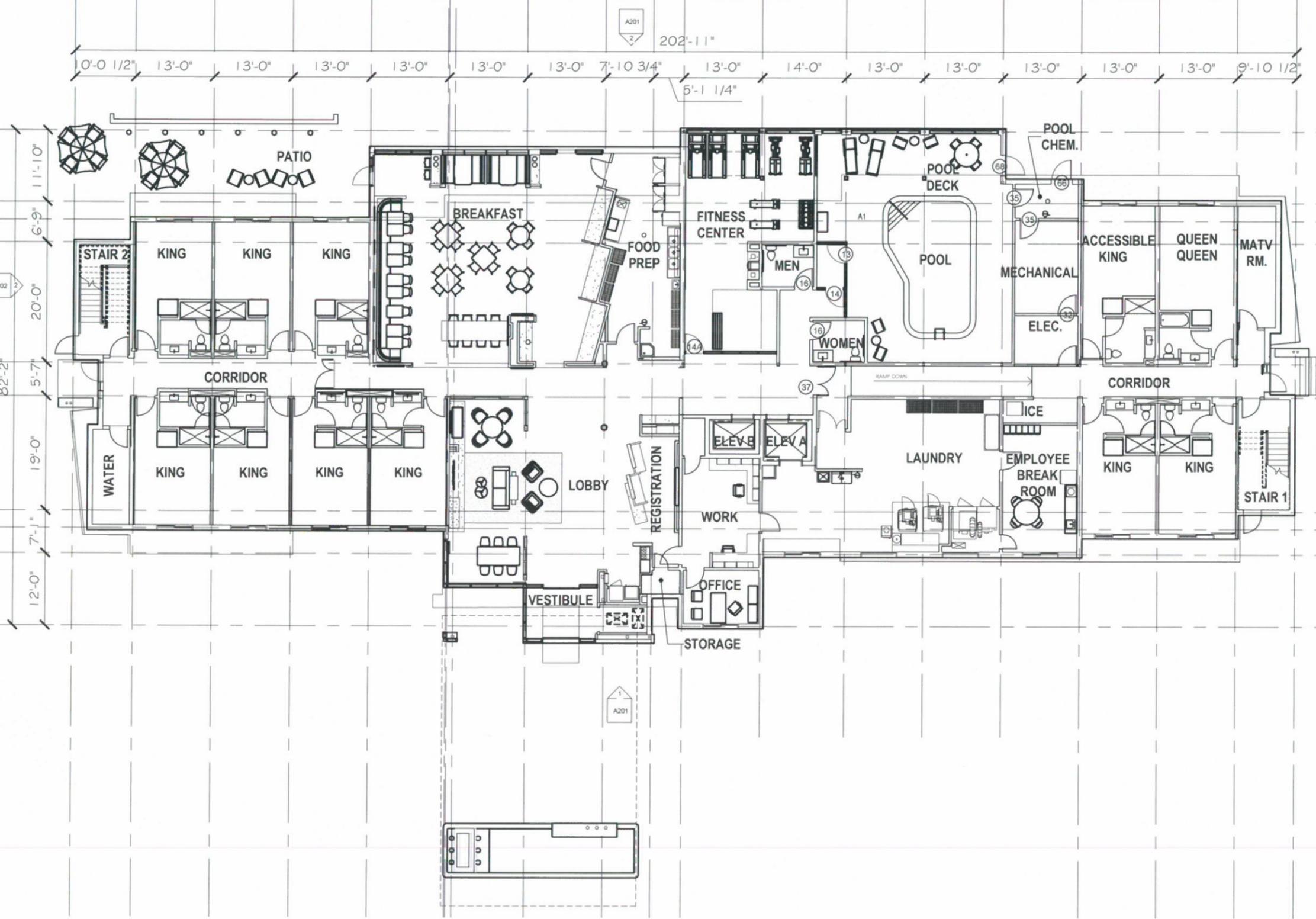
PROJECT LOCATION:  
 LAKE GENEVA, WI

SHEET TITLE:  
 FIRST FLOOR PLAN



PROJECT NUMBER: 36359  
 SHEET NUMBER: A101

1 FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

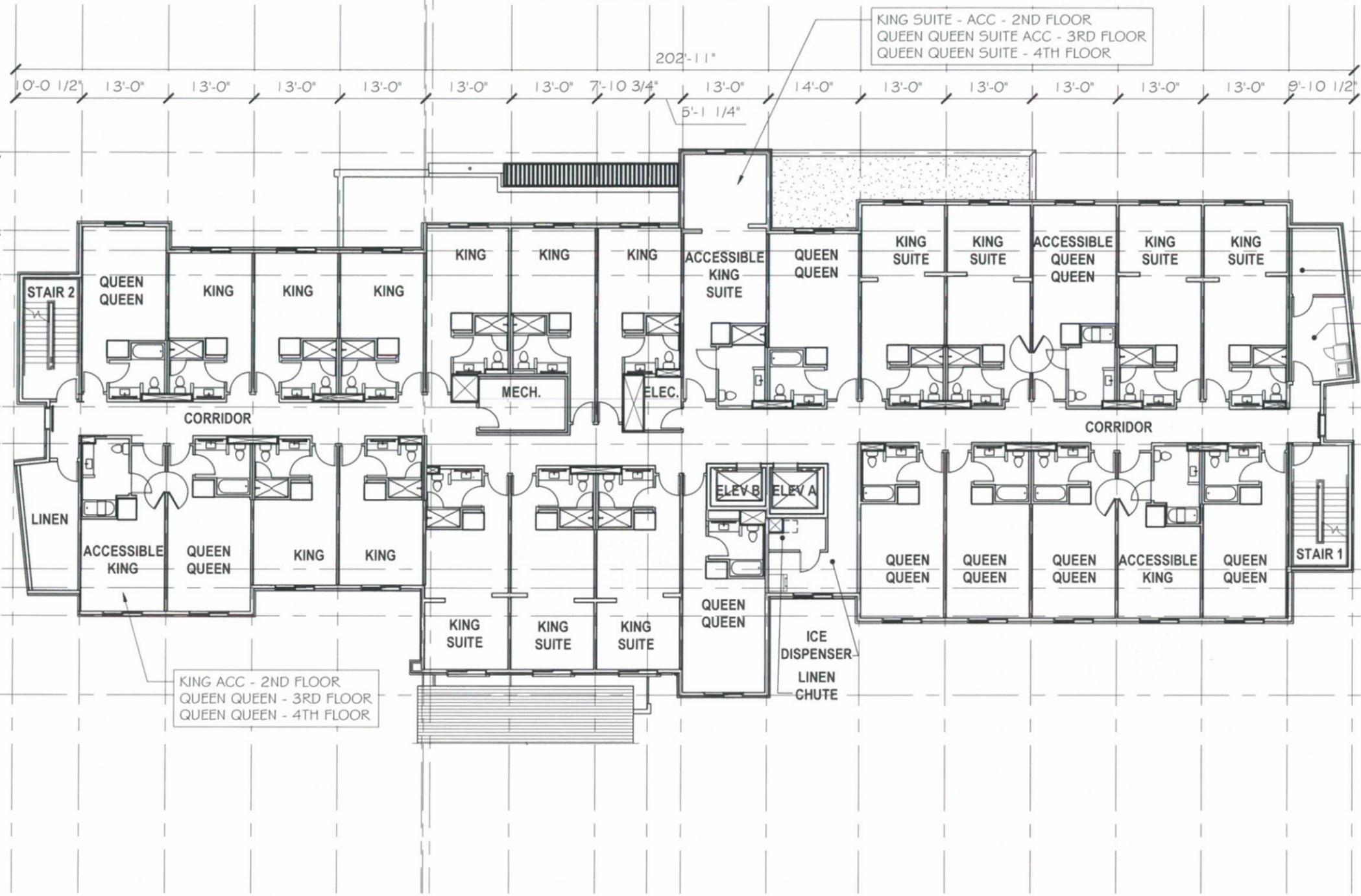


FAIRFIELD INN & SUITES					TOTAL	
LAKE GENEVA, WI						
	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR		
KING	7	8	8	8	31	34.44%
KING - ACC	1	1	0	0	2	2.22%
QUEEN QUEEN	1	9	10	10	30	33.33%
KING SUITE	0	7	8	8	23	25.56%
QUEEN QUEEN - ACC	0	1	0	0	1	1.11%
KING SUITE - ACC	0	1	0	0	1	1.11%
QUEEN QUEEN SUITE	0	0	1	0	1	1.11%
QUEEN QUEEN SUITE - ACC	0	0	0	1	1	1.11%
	9	27	27	27		
TOTAL					90	

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Continuation # 5 of 1



1 TYPICAL UPPER FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/10/2018	
ISSUE PHASE:	PIP PREISE IMPLEMENTATION PLAN	
PROJECT TITLE:		
FAIRFIELD INN 3 STORY 92 UNIT		
PROJECT OWNER:		
1111 NORTH EDWARDS BLVD LLC.		
PROJECT LOCATION:		
LAKE GENEVA, WI		
SHEET TITLE:		
TYPICAL UPPER FLOOR PLAN		
12" x 18" = 1/4" = 1' 24" x 36" = 1/8" = 1'		
PROJECT NUMBER:	36359	
SHEET NUMBER:	A102	

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**GROUP EXHIBIT F  
ELEVATIONS & RENDERINGS**

See attached.

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 DRAWN BY: RMH CHECKED BY: DMS

1\36300\36359 Waubesa-Lake Geneva W\O\1 - Drawings\Autocad\Architectural\36359 - A201 - A202 - Elevations.dwg Printed by: rneage on Aug 09, 2018 - 11:47 am

**RAMAKER & ASSOCIATES, INC.**  
 100% EMPLOYEE OWNED  
 855 Community Dr, Sauk City, WI 53583  
 608-643-4100 www.Ramaker.com  
 Sauk City, WI • Willmar, MN  
 Woodcliff Lake, NJ • Bayamon, PR



**1 FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"

PORTE COCHERE CANOPY  
 NOT SHOWN FOR CLARITY

**EXTERIOR FINISH KEY**

- |   |  |  |
|---|--|--|
| EF1 PEARLESCENT ACCENT EIFS FINISH<br>BENJAMIN MOORE WHITE OC-151           | EF4a ACCENT EIFS COLOR<br>BENJAMIN MOORE WILMINGTON TAN HC-34  | PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL<br>COPINGS, FASCIA, ETC.<br>3-COAT LIQUID FLUOROPOLYMER FINISH<br>AAMA 2605. TO MATCH BONE WHITE (PVDF) -<br>PPG #UC4395 (DURANAR) |
| EF2 DARK EIFS FINISH COLOR<br>BENJAMIN MOORE DEEP SPACE 2125-20             | ST1 CULTURED STONE - ELDORADO STONE<br>MOUNTAIN LEDGE PANELS - SILVERTON   |  |
| EF2a ACCENT EIFS COLOR<br>BENJAMIN MOORE GRAY SHOWER 2125-30                | ST2 COPING - CUSTOM CAST STONE<br>MATCH ADJACENT WALL COLOR  |  |
| EF2b DARK EIFS FINISH COLOR - TEXTURED<br>BENJAMIN MOORE DEEP SPACE 2125-20 | SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN<br>- SOLID PHENOLIC BOARD SIDING (OPTION)<br>FUNDERMAX 2903 X NT TYROLL PINE OR<br>TRESPA (TO MATCH FUNDERMAX)<br>- CEMENT BOARD SIDING (OPTION)<br>JAMES HARDIE ARTISAN LAP 8-1/4" (7" EXPOSURE)<br>PAINTED BENJAMIN MOORE LOG CABIN 2163-10 |  |
| EF3 STAIR TOWER EIFS COLOR<br>BENJAMIN MOORE NEW CHESTNUT AC-4              |  |  |
| EF4 MAIN BUILDING EIFS COLOR<br>BENJAMIN MOORE POWELL BUFF HC-35            |  |  |

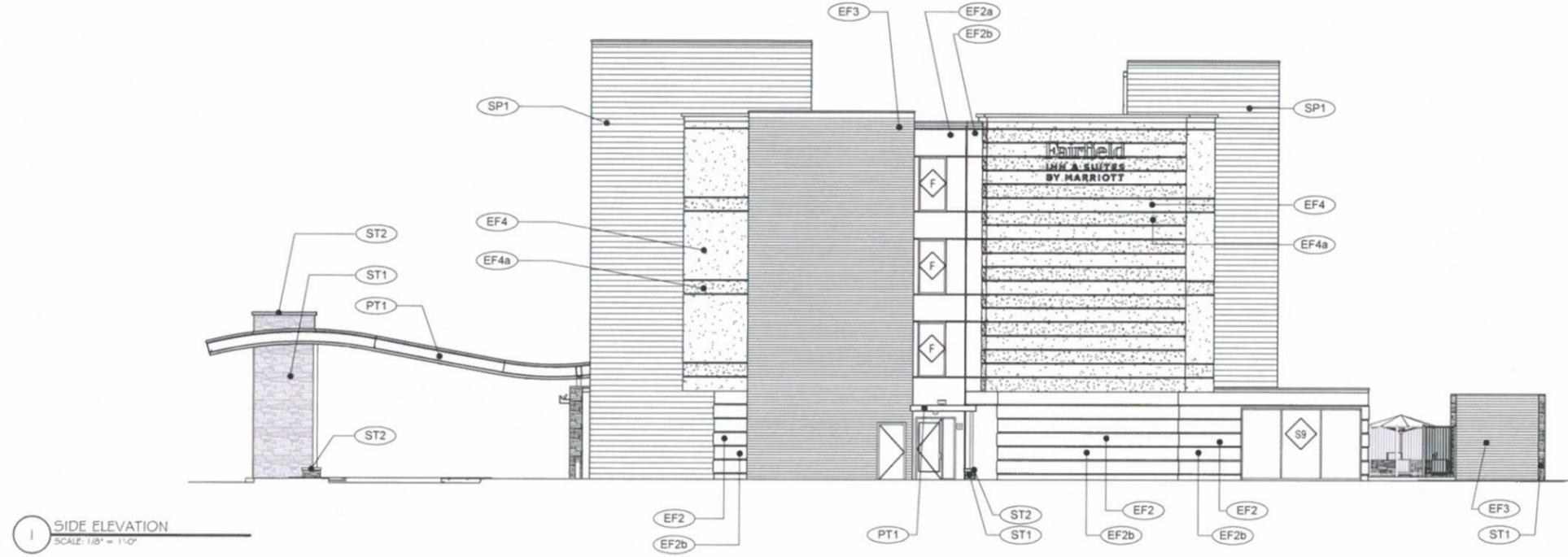


**2 REAR ELEVATION**  
 SCALE: 1/8" = 1'-0"

Continuation of Sheet

MARK	DATE	DESCRIPTION
	08/10/2018	ISSUED
		PIF PRE-CON IMPLEMENTATION PLAN
PROJECT TITLE:		
<b>FAIRFIELD INN 3 STORY 92 UNIT</b>		
PROJECT OWNER:		
1111 NORTH EDWARDS BLVD LLC.		
PROJECT LOCATION:		
LAKE GENEVA, WI		
SHEET TITLE:		
<b>EXTERIOR ELEVATIONS</b>		
0 4' 8' 16'		
1/8" = 1'-0" 1/16" = 1'-0" 1/32" = 1'-0"		
PROJECT NUMBER	36359	
SHEET NUMBER	A201	

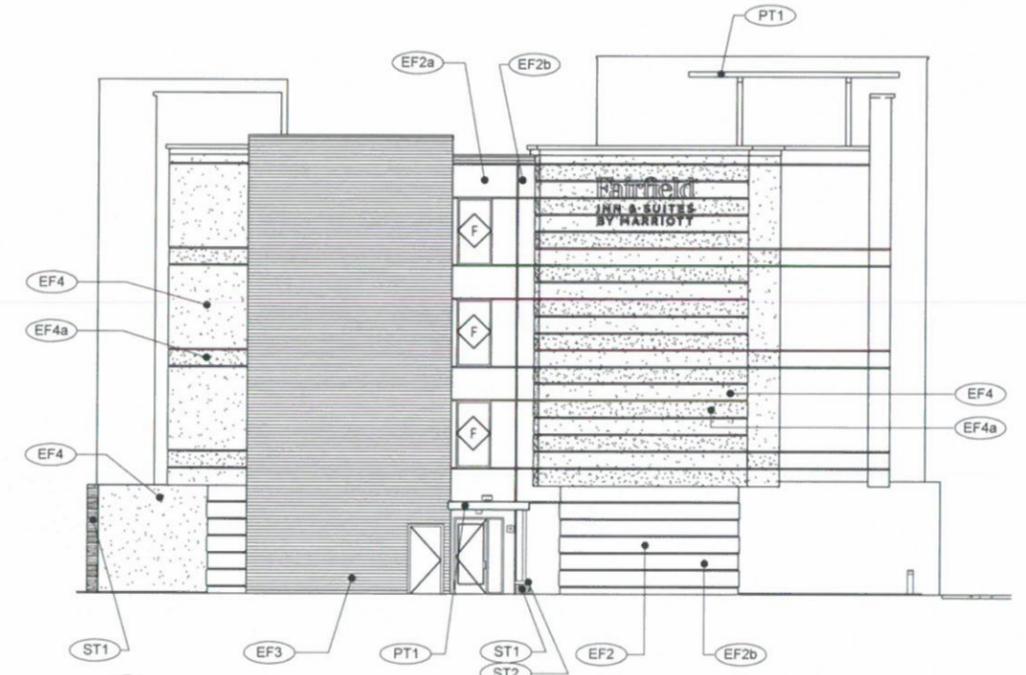
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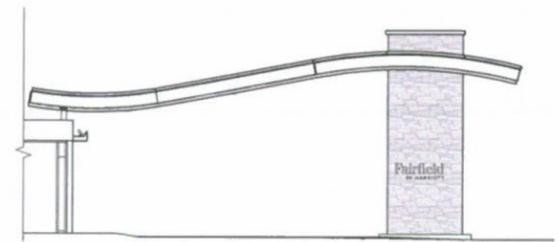
1 SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"

**EXTERIOR FINISH KEY**

- |   |   |   |
|---|---|---|
| EF1 PEARLESCENT ACCENT EIFS FINISH<br>BENJAMIN MOORE WHITE OC-151           | EF4a ACCENT EIFS COLOR<br>BENJAMIN MOORE WILMINGTON TAN HC-34   | PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL<br>COPINGS, FASCIAS, ETC.<br>3-COAT LIQUID FLUOROPOLYMER FINISH<br>AAMA 2605 TO MATCH BONE WHITE (PVDF) -<br>PPG #UC43350 (DURANAR) |
| EF2 DARK EIFS FINISH COLOR<br>BENJAMIN MOORE DEEP SPACE 2125-20             | ST1 CULTURED STONE - ELDORADO STONE<br>MOUNTAIN LEDGE PANELS - SILVERTON  |   |
| EF2a ACCENT EIFS COLOR<br>BENJAMIN MOORE GRAY SHOWER 2125-30                | ST2 COPING - CUSTOM CAST STONE<br>MATCH ADJACENT WALL COLOR   |   |
| EF2b DARK EIFS FINISH COLOR - TEXTURED<br>BENJAMIN MOORE DEEP SPACE 2125-20 | SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN<br>- SOLID PHENOLIC BOARD SIDING (OPTION)<br>FUNDERMAX 0803 X 1/2" TYROLL PINE OR<br>TRESPA (TO MATCH FUNDERMAX)<br>- CEMENT BOARD SIDING (OPTION)<br>JAMES HARDIE ARTISAN LAP 8'-1/4" (7" EXPOSURE)<br>PAINTED BENJAMIN MOORE LOG CABIN 2163-10 |   |
| EF3 STAIR TOWER EIFS COLOR<br>BENJAMIN MOORE NEW CHESTNUT AC-4              |   |   |
| EF4 MAIN BUILDING EIFS COLOR<br>BENJAMIN MOORE POWELL BUFF HC-35            |   |   |



2 SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"



3 CANOPY ELEVATION - SIGNAGE  
 SCALE: 1/8" = 1'-0"

MARK	DATE	DESCRIPTION
ISSUED:	08/10/2018	
ISSUE PHASE:	FF PRE-CON IMPLEMENTATION PLAN	
PROJECT TITLE:		
<b>FAIRFIELD INN 3 STORY 92 UNIT</b>		
PROJECT OWNER:		
1111 NORTH EDWARDS BLVD LLC.		
PROJECT LOCATION:		
LAKE GENEVA, WI		
SHEET TITLE:		
EXTERIOR ELEVATIONS		
 1/2" = 1'-0"    1/16" = 1" 2 1/2" = 3'-0"    1/8" = 1"		
PROJECT NUMBER	36359	
SHEET NUMBER	A202	

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1 FRONT ELEVATION  
 SCALE: 1/8" = 1'-0"

FORTE COCHERE CANOPY  
 NOT SHOWN FOR CLARITY

**EXTERIOR FINISH KEY**

- |   |   |  |
|---|---|--|
| EF1 PEARLESCENT ACCENT EIFS FINISH<br>BENJAMIN MOORE WHITE OC-151           | EF4a ACCENT EIFS COLOR<br>BENJAMIN MOORE WILMINGTON TAN HC-34   | PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL<br>COPINGS, FASCIA, ETC.<br>3-COAT LIQUID FLUOROPOLYMER FINISH<br>AAMA 2605 TO MATCH BONE WHITE (PVDF) -<br>PPG #UC43350 (DURANAR) |
| EF2 DARK EIFS FINISH COLOR<br>BENJAMIN MOORE DEEP SPACE 2125-20             | ST1 CULTURED STONE - ELDORADO STONE<br>MOUNTAIN LEDGE PANELS - SILVERTON  |  |
| EF2a ACCENT EIFS COLOR<br>BENJAMIN MOORE GRAY SHOWER 2125-30                | ST2 COPING - CUSTOM CAST STONE<br>MATCH ADJACENT WALL COLOR   |  |
| EF2b DARK EIFS FINISH COLOR - TEXTURED<br>BENJAMIN MOORE DEEP SPACE 2125-20 | SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN<br>- SOLID PHENOLIC BOARD SIDING (OPTION)<br>FUNDERMAX 6803 X NT TYROLL PINE OR<br>TRESPA (TO MATCH FUNDERMAX)<br>- CEMENT BOARD SIDING (OPTION)<br>JAMES HARDE ARTISAN LAP 3/4" (7" EXPOSURE)<br>PAINTED BENJAMIN MOORE LOG CABIN 2163-10 |  |
| EF3 STAIR TOWER EIFS COLOR<br>BENJAMIN MOORE NEW CHESTNUT AC-6              |   |  |
| EF4 MAIN BUILDING EIFS COLOR<br>BENJAMIN MOORE POWELL BUFF HC-35            |   |  |



2 REAR ELEVATION  
 SCALE: 1/8" = 1'-0"

MARK	DATE	DESCRIPTION
	08/10/2018	ISSUED
		ISSUE
		PHASE: PIP PRECISE IMPLEMENTATION PLAN
PROJECT TITLE:		
FAIRFIELD INN 3 STORY 92 UNIT		
PROJECT OWNER:		
1111 NORTH EDWARDS BLVD LLC.		
PROJECT LOCATION:		
LAKE GENEVA, WI		
SHEET TITLE:		
EXTERIOR ELEVATIONS COLOR		
0 4' 8' 16'		
1/2" = 1'-0" 1/4" = 1'-0" 1/8" = 1'-0"		
PROJECT NUMBER:	36359	
SHEET NUMBER:	A203	



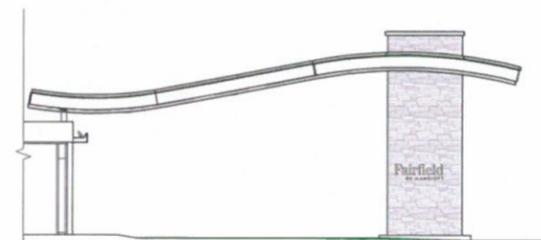
1 SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"

**EXTERIOR FINISH KEY**

- |   |   |   |
|---|---|---|
|  EF1 PEARLESCENT ACCENT EIFS FINISH<br>BENJAMIN MOORE WHITE OC-151             |  EF4a ACCENT EIFS COLOR<br>BENJAMIN MOORE WILMINGTON TAN HC-34   |  PT1 PAINT COLOR - ALUM. ROOF SHADE CANOPY & OTHER METAL<br>COPINGS, FASCIAS, ETC.<br>3-COAT LIQUID FLUOROPOLYMER FINISH<br>AAMA 2605 TO MATCH BONE WHITE (PVDF) -<br>PPG #UC43350 (DURANAR) |
|  EF2 DARK EIFS FINISH COLOR<br>BENJAMIN MOORE DEEP SPACE 2125-20              |  ST1 CULTURED STONE - ELDORADO STONE<br>MOUNTAIN LEDGE PANELS - SILVERTON   |   |
|  EF2a ACCENT EIFS COLOR<br>BENJAMIN MOORE GRAY SHOWER 2125-30                |  ST2 COPING - CUSTOM CAST STONE<br>MATCH ADJACENT WALL COLOR   |   |
|  EF2b DARK EIFS FINISH COLOR - TEXTURED<br>BENJAMIN MOORE DEEP SPACE 2125-20 |  SP1 EXTERIOR ACCENT FINISH AT RAINSCREEN<br>- SOLID PHENOLIC BOARD SIDING (OPTION)<br>FUNDERMAX 0803 X NT TYROLL PINE OR<br>TRESPA (TO MATCH FUNDERMAX)<br>- CEMENT BOARD SIDING (OPTION)<br>JAMES HARDIE ARTISIAN LAP 8-1/4" (7" EXPOSURE)<br>PAINTED BENJAMIN MOORE LOG CABIN 2163-10 |   |
|  EF3 STAIR TOWER EIFS COLOR<br>BENJAMIN MOORE NEW CHESTNUT AC-4              |   |   |
|  EF4 MAIN BUILDING EIFS COLOR<br>BENJAMIN MOORE POWELL BUFF HC-35            |   |   |



2 SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"



3 CANOPY ELEVATION - SIGNAGE  
 SCALE: 1/8" = 1'-0"

Certification & Seal

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/10/2018	
ISSUE PHASE:	PIP PRECISE IMPLEMENTATION PLAN	

PROJECT TITLE:  
**FAIRFIELD INN  
 3 STORY  
 92 UNIT**

PROJECT OWNER:  
 1111 NORTH EDWARDS BLVD LLC.

PROJECT LOCATION:  
 LAKE GENEVA, WI

SHEET TITLE:  
**EXTERIOR  
 ELEVATIONS  
 COLOR**



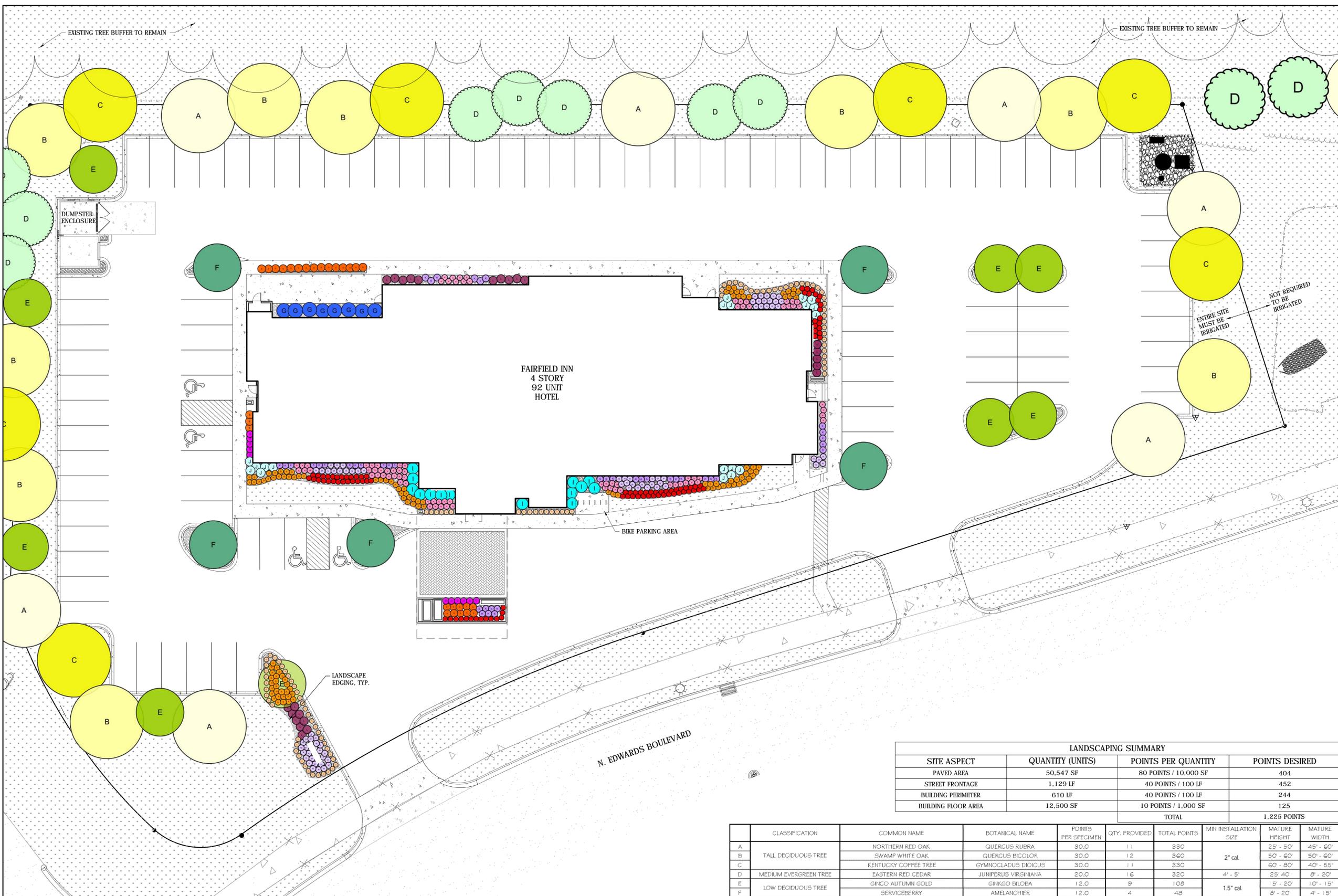
PROJECT NUMBER: 36359  
 SHEET NUMBER: A204

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**EXHIBIT G  
LANDSCAPE PLAN**

See attached.



**1 LANDSCAPING PLAN**  
SCALE: 1/16" = 1'-0"

- NOTES:**
- SEE A002.1 FOR PLANTING NOTES AND DETAILS.
  - SEE ARCH. FOR BUILDING INFORMATION.
  - SEE CIVIL FOR GRADING AND SITE LAYOUT.

**LANDSCAPE LEGEND**

	GRASS
	ASPHALT
	LANDSCAPE ROCK
	CONCRETE

**LANDSCAPING SUMMARY**

SITE ASPECT	QUANTITY (UNITS)	POINTS PER QUANTITY	POINTS DESIRED
PAVED AREA	50,547 SF	80 POINTS / 10,000 SF	404
STREET FRONTAGE	1,129 LF	40 POINTS / 100 LF	452
BUILDING PERIMETER	610 LF	40 POINTS / 100 LF	244
BUILDING FLOOR AREA	12,500 SF	10 POINTS / 1,000 SF	125
<b>TOTAL</b>			<b>1,225 POINTS</b>

CLASSIFICATION	COMMON NAME	BOTANICAL NAME	POINTS PER SPECIMEN	QTY. PROVIDED	TOTAL POINTS	MIN INSTALLATION SIZE	MATURE HEIGHT	MATURE WIDTH	
TALL DECIDUOUS TREE	NORTHERN RED OAK	QUERCUS RUBRA	30.0	11	330	2" cal.	25' - 50'	45' - 60'	
	SWAMP WHITE OAK	QUERCUS BICOLOR	30.0	12	360		50' - 60'	50' - 60'	
	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICUS	30.0	11	330		60' - 80'	40' - 55'	
MEDIUM EVERGREEN TREE	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	20.0	16	320	4' - 5'	25' - 40'	8' - 20'	
	GINCO AUTUMN GOLD	GINKGO BILOBA	12.0	9	108		15' - 20'	10' - 15'	
LOW DECIDUOUS TREE	SERVICEBERRY	AMELANCHIER	12.0	4	48	1.5" cal.	8' - 20'	4' - 15'	
	SUMMERSWEET CLETHRA	CLETHRA ALNIFOLIA	3.0	8	24		3' - 6'	3' - 5'	
MEDIUM DECIDUOUS SHRUBS	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA	3.0	0	0	24" TALL	3'	6' - 10'	
	ARCTIC FIRE DOGWOOD	CORNUS STOLONIFERA	1.0	14	14		3' - 4'	3' - 5'	
LOW DECIDUOUS SHRUBS	DOWNY ARROWWOOD	VIBURNUM RAPINESQUIANUM	1.0	19	19	18" TALL	3' - 6'	3' - 6'	
	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA	0.2	42	8.4		60" - 72"	18" - 24"	
PERENNIALS	PRairie DROPSIED	SPOROBOLUS HETEROLEPS	0.2	24	4.8	1 GALLON POT	24" - 36"	24" - 36"	
	BLACK-EYED SUSAN	GOLDSTRUM REDBECKIA	0.2	74	14.8		23" - 29"	12" - 24"	
	AUTUM JOY SEDUM	HYLOTELEPHIUM TELEPHIUM	0.2	80	16		3" - 6"	12" - 18"	
	WHITE GLORIA ASTILBE	ASTILBE ARENDSII	0.2	11	2.2		30"	18" - 24"	
	POWOW WILD BERRY CONEFLOWER	ECHINACEA PURPUREA	0.2	78	15.6		24" - 36"	12"	
	BLUE-GREEN MOORE GRASS	SESLERIA HEUFERIANA	0.2	95	19		12" - 16"	12"	
	BUTTERFLY MILKWEED	ASCLEPIAS TUBEROSA	0.2	123	24.6		14"	24"	
	GUACAMOLE HOSTA	ASPARAGACEAE	0.2	28	5.6		18"	12-36"	
				659	1664				

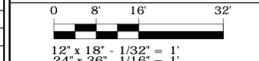
MARK	DATE	DESCRIPTION
DATE ISSUED:	08/24/2018	
ISSUE PHASE:	PIP PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	

**FAIRFIELD INN  
4 STORY  
92 UNIT**

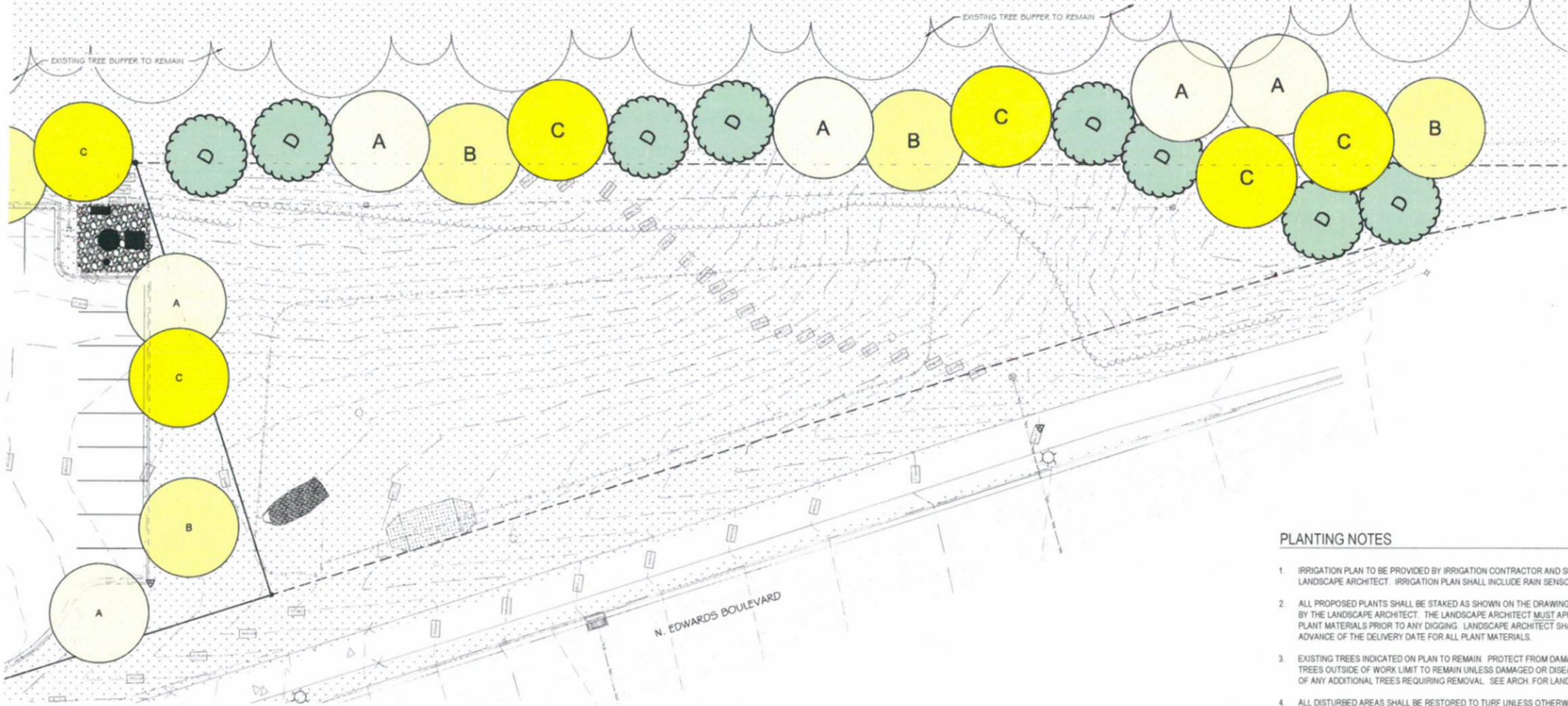
PROJECT OWNER:  
1111 NORTH EDWARDS BLVD LLC.

PROJECT LOCATION:  
LAKE GENEVA, WI

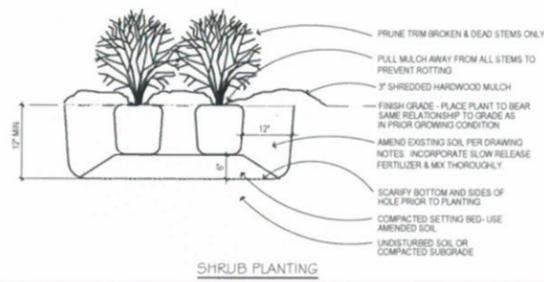
SHEET TITLE:  
**LANDSCAPING PLAN**



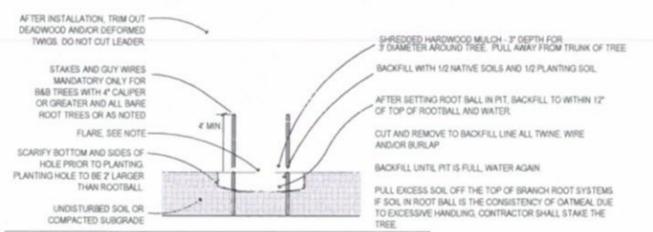
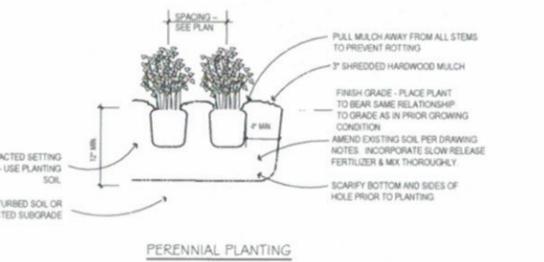
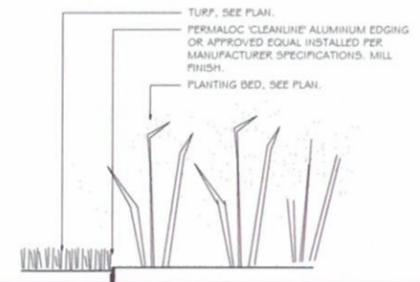
PROJECT NUMBER: **36359**  
SHEET NUMBER: **A002**



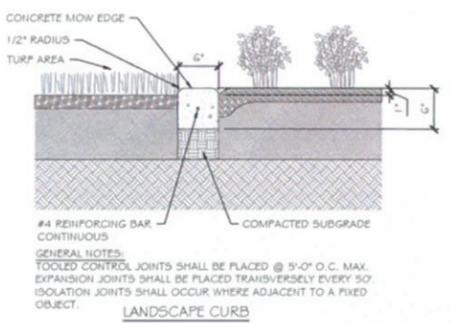
**1 LANDSCAPING PLAN**  
 SCALE: 1/1" = 1'-0"



**NOTE:**  
 CONTRACTOR TO LOCATE WITH PIN THE ROOT FLARE OF EACH TREE PRIOR TO PLACING TREE IN PLANTING PIT (THE FLARE IS WHERE THE FIRST HORIZONTAL ROOT COMES OUT FROM THE TREE). THE PLANTING DEPTH OF EACH TREE WILL BE INSPECTED. ANY TREE PLANTED TOO DEEPLY OR WITH FLARE BURIED WILL BE REJECTED.  
 REMOVE SOIL FROM TOP OF ROOTBALL TO EXPOSE TOP OF FLARE (SOMETIMES AS MUCH AS HALF THE ROOTBALL).  
 SET TREE IN PIT SO THAT FLARE IS ONE-TWO INCHES ABOVE SURROUNDING GRADE.  
 IN ALL AREAS WITH HEAVY CLAY OR POORLY DRAINED SOILS (MOTTLING), CONTACT LANDSCAPE ARCHITECT TO POSSIBLY RELOCATE TREE OR TO CONFIRM ELEVATED ROOTBALL. IN HEAVY SOILS, THE CONTRACTOR SHALL SET THE FLARE OF THE TREE 2"-3" ABOVE GRADE.



**STAKING:**  
 GUY ASSEMBLY: 1/2" POLYPROPYLENE OR POLYETHYLENE (40 MIL) 1-1/2" WIDE STRIP (TYP) DOUBLE STRAND 14 GA WIRE & 3 STEEL STAKES OR SIGN POSTS @ 120 DEG O.C. (SEE STAKING DIAGRAM). GUY ASSEMBLY OPTIONAL BUT CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR MAINTAINING TREE IN A PLUMB POSITION FOR THE DURATION OF THE GUARANTEE PERIOD.  
 COORDINATE STAKING TO INSURE UNIFORM ORIENTATION OF GUY LINES AND STAKES.



**2 PLANTING DETAILS**  
 SCALE: 1/1" = 1'-0"

**PLANTING NOTES**

- IRRIGATION PLAN TO BE PROVIDED BY IRRIGATION CONTRACTOR AND SUBMITTED FOR APPROVAL BY LANDSCAPE ARCHITECT. IRRIGATION PLAN SHALL INCLUDE RAIN SENSORS PER CITY REQUIREMENTS.
- ALL PROPOSED PLANTS SHALL BE STAKED AS SHOWN ON THE DRAWINGS AND/OR AS DIRECTED IN THE FIELD BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING LOCATIONS OF PLANT MATERIALS PRIOR TO ANY DIGGING. LANDSCAPE ARCHITECT SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF THE DELIVERY DATE FOR ALL PLANT MATERIALS.
- EXISTING TREES INDICATED ON PLAN TO REMAIN. PROTECT FROM DAMAGE DURING CONSTRUCTION. ALL TREES OUTSIDE OF WORK LIMIT TO REMAIN UNLESS DAMAGED OR DISEASED. NOTIFY LANDSCAPE ARCHITECT OF ANY ADDITIONAL TREES REQUIRING REMOVAL. SEE ARCH FOR LANDSCAPE DEMO AND TREE REMOVAL.
- ALL DISTURBED AREAS SHALL BE RESTORED TO TURF UNLESS OTHERWISE SPECIFIED.
- ALL PLANT MATERIAL SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF ONE YEAR AFTER THE OWNER'S WRITTEN ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO THE OWNER'S WRITTEN ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- LANDSCAPE ARCHITECT MUST APPROVE THE DECOMPACTED SUBGRADE AFTER DECOMPACTION WORK IS COMPLETE AND PRIOR TO TOPSOIL PLACEMENT.
- SEE CIVIL FOR EARTHWORK REQUIREMENTS. PROVIDE A MINIMUM OF 12 INCHES OF PLANTING SOIL MIX CONSISTING OF 1/3 TOPSOIL, 1/3 SAND, AND 1/3 ORGANIC COMPOST IN ALL SHRUB AND PERENNIAL BEDS. WHERE SHRUBS OR PERENNIALS ARE GROUPED, CREATE ONE CONTINUOUS PLANTING BED. LANDSCAPE ARCHITECT MUST APPROVE SOIL MIXTURE PRIOR TO SPREADING. CONTRACTOR MUST SUBMIT TESTING RESULTS AND FERTILIZER RECOMMENDATIONS FOR REVIEW PRIOR TO APPROVAL. SEE PLANTING DETAILS.
- ALL EDGED SHRUB PLANTING BEDS TO RECEIVE UNCOLORED 3 INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH. LANDSCAPE ARCHITECT TO APPROVE MULCH PRIOR TO INSTALLATION.
- ALL PLANTING BEDS NOT CONTAINED BY STRUCTURES, CURB, OR PAVING MUST BE EDGED WITH METAL LANDSCAPE EDGING. PERMALOC 'CLEANLINE' 4" X 3/16", MILL FINISH, OR APPROVED EQUAL.
- WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD MUST BE HELD 1 INCH BELOW THE SURFACE ELEVATION OF THE PAVED SURFACE.
- SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS.
- ADJUSTMENT IN LOCATION OF PROPOSED PLANT MATERIAL MAY BE NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED FOR APPROVAL PRIOR TO ADJUSTMENT.
- ALL PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG PROVIDED BY NURSERY OR PLANT SOURCE WHICH SHALL NOT BE REMOVED PRIOR TO THE LANDSCAPE ARCHITECT'S APPROVAL.
- ALL PLANT MATERIAL SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL OR OTHER FERTILIZER AS INDICATED MIXED IN WITH THE PLANTING SOIL PER MANUFACTURER'S INSTRUCTIONS.
- ALL PLANT MATERIALS ARE TO BE INSTALLED PER PLANTING DETAILS.
- WRAP ALL DECIDUOUS TREES FROM THE GROUND TO THE FIRST BRANCH FOR WINTER. WRAPPING MATERIAL SHALL BE QUALITY, HEAVY WATERPROOF CREPE PAPER MANUFACTURED EXPRESSLY FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1ST, AND REMOVE ALL WRAPPING BETWEEN MAY 1ST AND JUNE 1ST, OR AS INSTRUCTED BY THE LANDSCAPE ARCHITECT.
- IF THE LANDSCAPE CONTRACTOR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS, OR ANY OTHER SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIAL ESTABLISHMENT, SURVIVAL OR GUARANTEE, THE LANDSCAPE CONTRACTOR SHALL BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- ALL SINGLE STEM TREES SHALL BE STOCK THAT WAS GROWN EXPRESSLY AS SUCH. MULTIPLE STEM STOCK WITH STEMS REMOVED WILL NOT BE ACCEPTED.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO SUBMISSION OF A BID AND/OR QUOTATION.
- CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION UPON COMPLETION OF ALL PLANTING WORK.

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/10/2018	
ISSUE PHASE:	PIP PRE-CISE IMPLEMENTATION PLAN	

**PROJECT TITLE:**  
 FAIRFIELD INN  
 3 STORY  
 92 UNIT

**PROJECT OWNER:**  
 1111 NORTH EDWARDS BLVD LLC.

**PROJECT LOCATION:**  
 LAKE GENEVA, WI

**SHEET TITLE:**  
 LANDSCAPING PLAN



**PROJECT NUMBER:** 36359  
**SHEET NUMBER:** A002.1

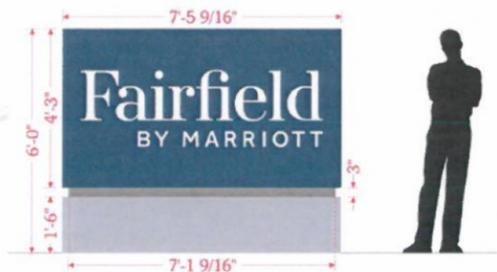
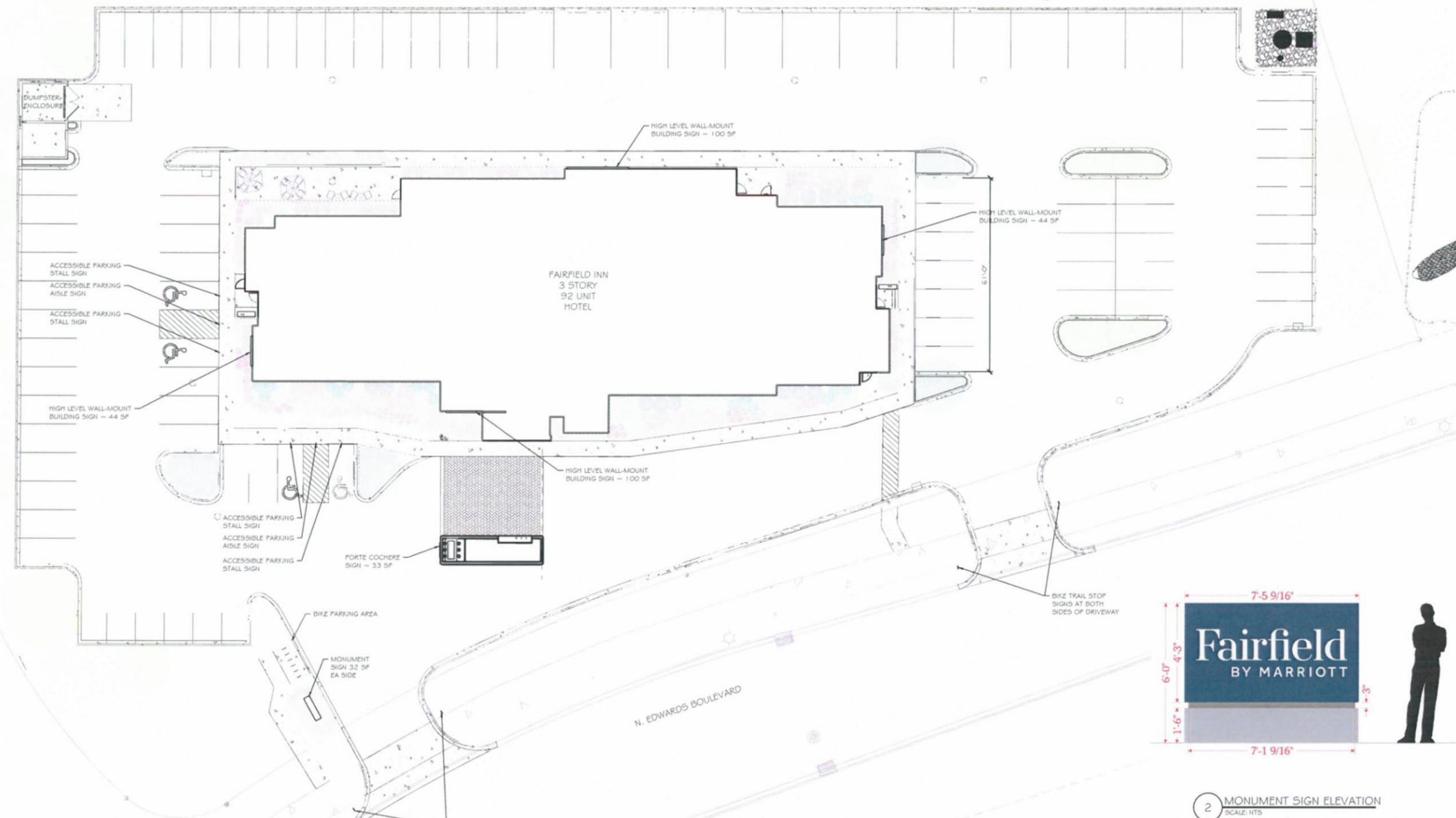
**GROUP EXHIBIT H  
GENERAL SIGNAGE PLAN &  
ELECTRICAL SITE PLAN**

See attached.



Certification & Seal

MARK:	DATE:	DESCRIPTION:
ISSUED:	08/10/2018	
ISSUE PHASE:	PIP PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 3 STORY 92 UNIT	
PROJECT OWNER:	1111 NORTH EDWARDS BLVD LLC.	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	SIGNAGE PLAN	
PROJECT NUMBER:	36359	
SHEET NUMBER:	A003	



2 MONUMENT SIGN ELEVATION  
 SCALE: HTS

1 SIGNAGE PLAN  
 SCALE: 1/16" = 1'-0"

SIGNAGE SUMMARY - SECTION 98-806 REGULATIONS

SIGN TYPE	QUANTITY ALLOWED	QUANTITY PROVIDED	SIZE ALLOWED	SIGN LOCATION	SIZE PROVIDED
ON-BUILDING (WALL OR AWNING)	2 PER BUILDING WALL	1 PER BUILDING WALL	200 SF PER BUILDING WALL	WEST - HIGH-LEVEL WALL-MOUNT	100 SF
				NORTH - HIGH-LEVEL WALL-MOUNT	44 SF
				EAST - HIGH-LEVEL WALL-MOUNT	100 SF
				SOUTH - HIGH-LEVEL WALL-MOUNT	44 SF
MONUMENT SIGN*	1 PER LOT	1 AT MAIN ENTRY DRIVE	50 SF PER SIDE	1 AT MAIN ENTRY DRIVE	32 SF PER SIDE

\* MAXIMUM PERMITTED MONUMENT SIGN HEIGHT: 8 FEET

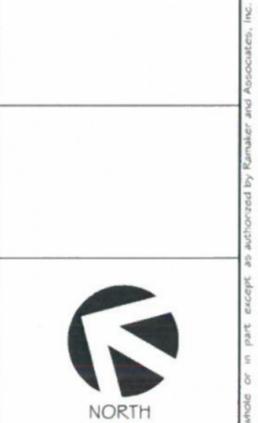
**FRANCHISE SIGNAGE REQUIREMENTS:**  
 -AN APPROVED SIGN MANUFACTURER, LICENSED BY HILTON, MUST FABRICATE AND INSTALL ALL PROPERTY IDENTIFICATION SIGNS.  
 -GROUND SIGN PEDESTAL OR BASE MUST BE PROTECTED FROM DAMAGE BY PLANTER BOX, LANDSCAPING OR OTHER MEANS.  
 -ILLUMINATED SIGNS MUST BE TIME SWITCHED AND PHOTO-CELL CONTROLLED.  
 -EXPOSED CONDUIT AND/OR RACEWAYS ARE PROHIBITED AT BUILDING FACE SIGNS.  
 -NO MARQUEES OR ELECTRONIC RATE SIGNS OF ANY TYPE ARE PERMITTED.  
 -"NO VACANCY" SIGNS ARE NOT ALLOWED.  
 -PORTE COCHERE CLEARANCE SIGNAGE MUST BE PROVIDED FOR CLEARANCES LESS THAN 15'-0". LETTER HEIGHT MUST BE 6" MIN. AND THE COLOR MUST CONTRAST THE ADJACENT BUILDING COLOR.

-A DISCLAIMER MUST BE POSTED IN ALL GUEST PARKING AREAS ON THE SITE THAT USER ASSUMES ALL RISKS. SIGNS MUST BE LOCATED ALONG PARKING LANES AND BE MOUNTED TO LIGHT POLES OR INDEPENDENT POLES WITH SPACING NOT TO EXCEED 100'-0".  
 -5 DIAMOND EUTE GUEST PARKING SIGN ARE REQUIRED. 3 NEAR MAIN ENTRANCE - ALL OTHERS CAN BE IN PROXIMITY TO SECONDARY ENTRANCES.  
 -SIGNAGE IDENTIFYING DESIGNATED ACCESSIBLE PARKING SPACES MUST BE PROVIDED AT GUEST PARKING AREAS.  
 -SIGNAGE MUST BE PROVIDED DESIGNATING PARKING SPACE(S) RESERVED FOR ELECTRIC VEHICLE CHARGING STATIONS.

**SECTION 98-806 REGULATIONS FOR THE R1, NO, PO, NB, PB, GB, CB, PI, GI AND UJ DISTRICTS**  
 (1) RULES FOR ALL SIGNS:  
 (A) FOR R1, PO, NB, PB, AND PI ZONING DISTRICTS  
 1. PERMITTED SIGN TYPE: ON-BUILDING (WALL OR AWNING) SIGN:  
 A. MAXIMUM PERMITTED NUMBER PER LOT: TWO ON-BUILDING SIGNS PER EACH BUSINESS FRONTING ON THAT WALL, FOR EACH EXPOSED SIDE OF THE PRINCIPAL USE BUILDING NOT DIRECTLY ADJACENT TO A RESIDENTIALLY ZONED PROPERTY.  
 B. MAXIMUM PERMITTED AREA PER SIGN: ONE SQUARE FOOT OF SIGNAGE FOR EVERY LINEAR FOOT OF EXPOSED EXTERIOR WALL LENGTH ON THAT SUPPORTING WALL FOR ALL COMBINED SIGNAGE ON THAT WALL REGARDLESS OF THE NUMBER OF BUSINESS. A MAXIMUM SIGN AREA OF 200 SQUARE FEET FOR ALL COMBINED SIGN FACES MAY BE USED FOR ANY SINGLE BUSINESS ON A WALL.  
 2. PERMITTED SIGN TYPE: MONUMENT SIGN OR PROJECTING SIGN:  
 A. MAXIMUM PERMITTED NUMBER PER LOT: ONE MONUMENT SIGN PER LOT, FOR ANY LOT CONTAINING MORE THAN FOUR PUBLIC PARKING SPACE OR ONE

PROJECTING SIGN PER EACH BUSINESS ENTRANCE FOR EACH EXPOSED SIDE OF THE PRINCIPAL BUILDING NOT DIRECTLY ADJACENT TO A RESIDENTIALLY ZONED PROPERTY.  
 B. MAXIMUM PERMITTED AREA PER MONUMENT SIGN: ONE-QUARTER SQUARE FOOT OF SIGNAGE FOR EVERY FOOT OF THE ADJACENT PUBLIC STREET FRONTAGE SELECTED FOR THE LOT - UP TO A MAXIMUM SIGN AREA OF 50 SQUARE FEET FOR ALL COMBINED SIGN FACES SEEN AT ONE TIME.  
 C. MAXIMUM PERMITTED MONUMENT SIGN HEIGHT: 8 FEET  
 D. MAXIMUM PERMITTED MONUMENT SIGN SETBACK: EQUIVALENT OR GREATER TO SIGN HEIGHT  
 98-804 (1)  
 (D) NO ILLUMINATED SIGN SHALL BE PERMITTED UNLESS THE ILLUMINATION OF THE SIGN IS SO DESIGNED THAT THE LIGHTING ELEMENT (EXCEPT NEON SIGNS) IS NOT VISIBLE FROM ANY PROPERTY WITHIN A RESIDENTIAL ZONING DISTRICT





MARK	DATE	DESCRIPTION
	06/10/2018	ISSUE
		ISSUE PHASE: PIP PRECISE IMPLEMENTATION PLAN
		PROJECT TITLE:

**FAIRFIELD INN  
 3 STORY  
 92 UNIT**

PROJECT OWNER:  
 1111 NORTH EDWARDS BLVD LLC.

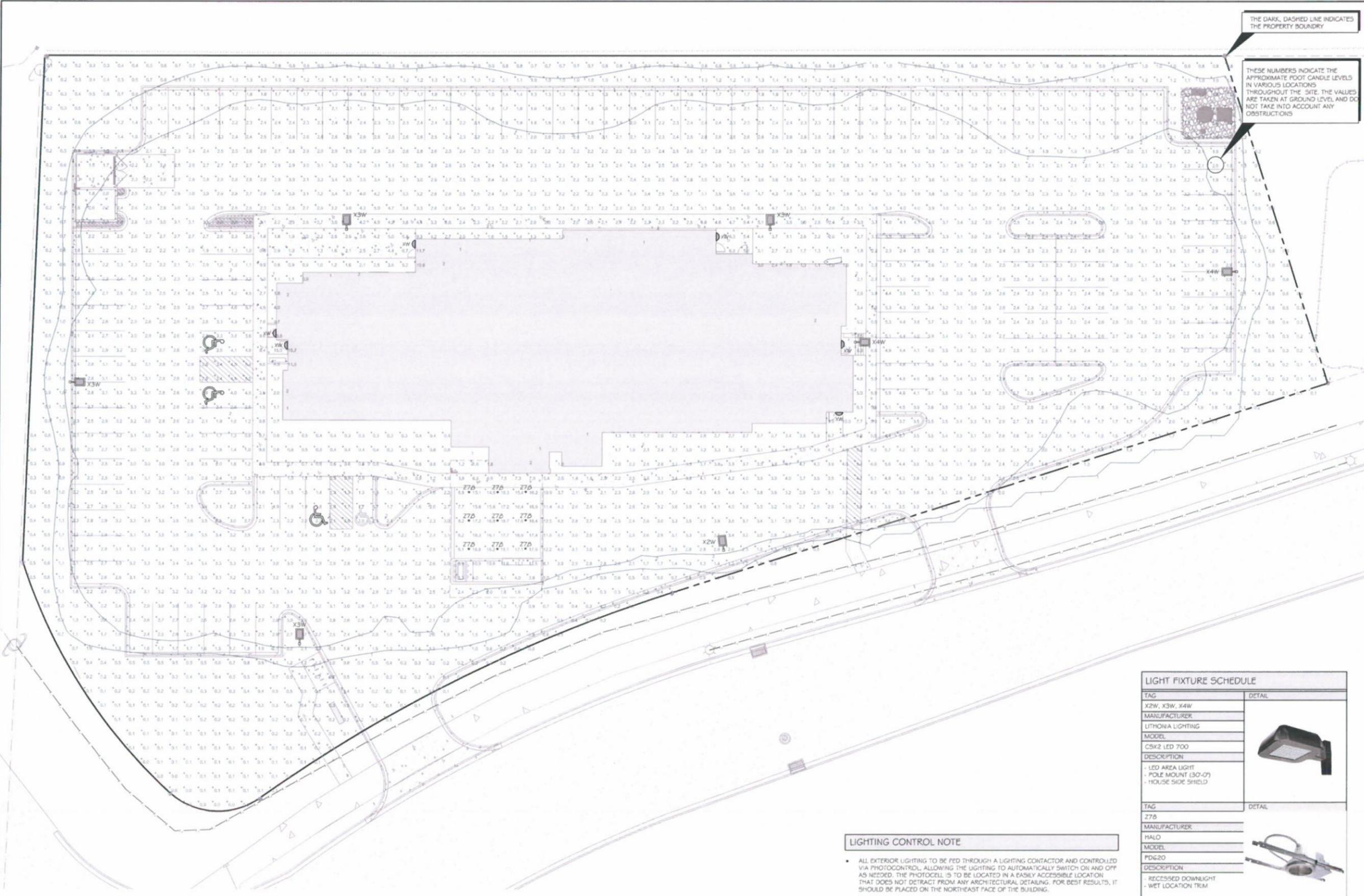
PROJECT LOCATION:  
 LAKE GENEVA, WI

SHEET TITLE:  
**ELECTRICAL  
 SITE PLAN**

PROJECT NUMBER: **36359**  
 SHEET NUMBER: **E002**

THE DARK, DASHED LINE INDICATES THE PROPERTY BOUNDARY

THESE NUMBERS INDICATE THE APPROXIMATE FOOT CANDLE LEVELS IN VARIOUS LOCATIONS THROUGHOUT THE SITE. THE VALUES ARE TAKEN AT GROUND LEVEL AND DO NOT TAKE INTO ACCOUNT ANY OBSTRUCTIONS



**1 ELECTRICAL SITE PLAN** Scale: 1/16" = 1'-0"

**LIGHTING CONTROL NOTE**

- ALL EXTERIOR LIGHTING TO BE FED THROUGH A LIGHTING CONTACTOR AND CONTROLLED VIA PHOTOCONTROL, ALLOWING THE LIGHTING TO AUTOMATICALLY SWITCH ON AND OFF AS NEEDED. THE PHOTOCELL IS TO BE LOCATED IN A EASILY ACCESSIBLE LOCATION THAT DOES NOT DETRACT FROM ANY ARCHITECTURAL DETAILING. FOR BEST RESULTS, IT SHOULD BE PLACED ON THE NORTHEAST FACE OF THE BUILDING.

SITE LIGHTING STATISTICS				
TOTAL POWER	AREA	POWER DENSITY		
2,560 WATTS	71,700 ft <sup>2</sup>	.1 watts / ft <sup>2</sup>		
PHOTOMETRICS (parking lot)				
AVERAGE	MAXIMUM	MINIMUM	MAX / MIN	AVERAGE / MIN
2.7 fc	7.0 fc	.7 fc	10.0:1	3.9:1

LIGHT FIXTURE SCHEDULE	
TAG	DETAIL
X2W, X3W, X4W	
MANUFACTURER	
MODEL	
DESCRIPTION	
Z7B	
MANUFACTURER	
MODEL	
DESCRIPTION	
XW	
MANUFACTURER	
MODEL	
DESCRIPTION	

**GROUP EXHIBIT I  
FINAL ENGINEERING PLANS**

See attached.

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# FAIRFIELD INN

## FRANCHISE PROJECT #

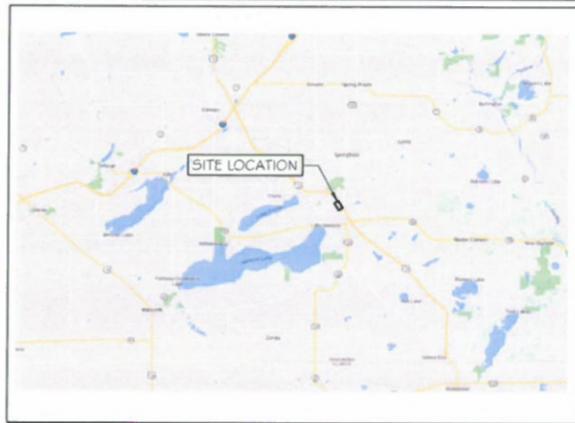


# LAKE GENEVA

## WALWORTH COUNTY, WI

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VICINITY MAP



AERIAL VIEW OF SITE



GENERAL LOCATION



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN  
**DIGGERS HOTLINE**  
**811 OR 1-800-242-8511**  
 WISCONSIN STATUTE 182.0175 (1974) REQUIRES  
 MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

### SHEET INDEX

GENERAL	
G001	TITLE SHEET
ARCHITECTURAL	
A001	ARCHITECTURAL SITE PLAN
A002	LANDSCAPING PLAN
A002.1	LANDSCAPING PLAN
A003	SIGNAGE PLAN
A101	FIRST FLOOR PLAN
A102	TYPICAL UPPER FLOOR PLAN
A201	EXTERIOR ELEVATIONS
A202	EXTERIOR ELEVATIONS
A203	EXTERIOR ELEVATIONS - COLOR
A204	EXTERIOR ELEVATIONS - COLOR
A210	EXTERIOR RENDERING
CIVIL	
C100	EXISTING CONDITIONS & DEMOLITION PLAN
C200	PRELIMINARY SITE PLAN & SURROUNDING PROPERTIES
C201	SITE PLAN
C300	GRADING PLAN
C301	STORM DRAINAGE
C400	UTILITY PLAN
C401	SANITARY SEWER PAN & PROFILE
C500	EROSION CONTROL PLAN
C600	MISCELLANEOUS DETAILS
C601	MISCELLANEOUS DETAILS
C602	MISCELLANEOUS DETAILS
C603	MISCELLANEOUS DETAILS
ELECTRICAL	
E002	ELECTRICAL SITE PLAN

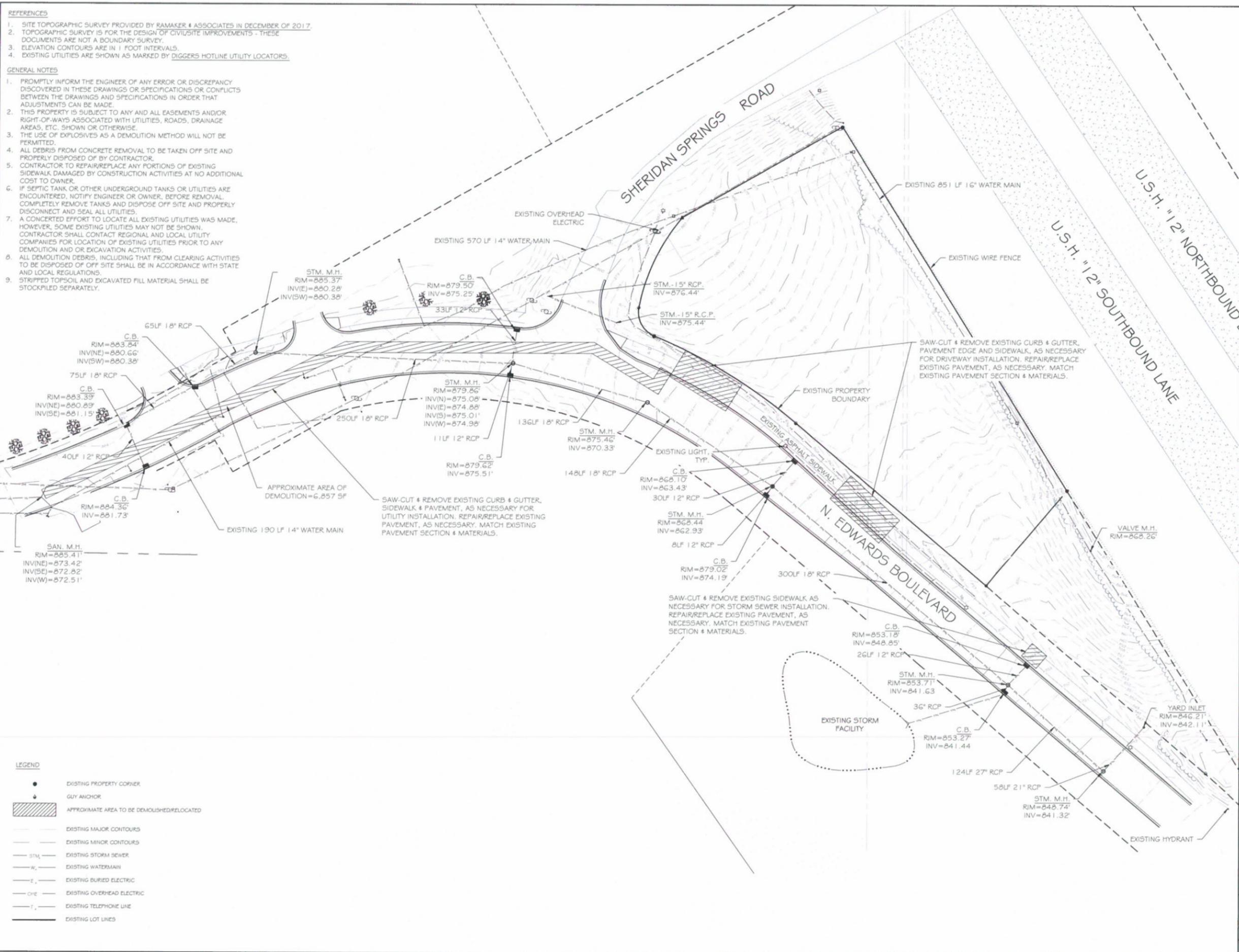
### PROJECT INFORMATION

<b>OWNER/DEVELOPER:</b> 111 NORTH EDWARDS BLVD, LLC 5701 MEADERSSTONE BAY JOHNSBURG, IL 60901 CONTACT: JASON KONRAD EMAIL: JAKON@KONRADCONSTRUCTION.COM
<b>ARCHITECT:</b> RAMAKER & ASSOCIATES, INC. 855 COMMUNITY DRIVE SAUK CITY, WI 53583 PH: (608) 643-4100 FAX: (608) 235-9673 CONTACT: BETHANY HARDY EMAIL: BHARDY@RAMAKER.COM
<b>CIVIL:</b> RAMAKER & ASSOCIATES, INC. 855 COMMUNITY DRIVE SAUK CITY, WI 53583 PH: (608) 643-4100 FAX: (608) 235-9673 CONTACT: TOMAS TURG EMAIL: TTURG@RAMAKER.COM
<b>ELECTRICAL:</b> RAMAKER & ASSOCIATES, INC. 855 COMMUNITY DRIVE SAUK CITY, WI 53583 PH: (608) 643-4100 FAX: (608) 643-7799 CONTACT: BEN RADUE EMAIL: BRADUE@RAMAKER.COM

Certification & Seal:																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Revision</th> <th style="text-align: left; padding: 5px;">Date</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">DATE ISSUED</td> <td style="padding: 5px;">08/10/2016</td> </tr> <tr> <td style="padding: 5px;">ISSUE PHASE</td> <td style="padding: 5px;">PIP PRECISE</td> </tr> <tr> <td style="padding: 5px;">PROJECT TITLE:</td> <td style="padding: 5px;">FAIRFIELD INN</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">92 UNIT</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">3 STORY</td> </tr> <tr> <td style="padding: 5px;">PROJECT OWNER:</td> <td style="padding: 5px;">1111 NORTH EDWARDS BLVD, LLC</td> </tr> <tr> <td style="padding: 5px;">PROJECT LOCATION:</td> <td style="padding: 5px;">LAKE GENEVA, WI</td> </tr> <tr> <td style="padding: 5px;">SHEET TITLE:</td> <td style="padding: 5px;">COVER SHEET</td> </tr> <tr> <td style="padding: 5px;">PROJECT NUMBER:</td> <td style="padding: 5px;">36359</td> </tr> <tr> <td style="padding: 5px;">SHEET NUMBER:</td> <td style="padding: 5px;">G001</td> </tr> </tbody> </table>	Revision	Date	DATE ISSUED	08/10/2016	ISSUE PHASE	PIP PRECISE	PROJECT TITLE:	FAIRFIELD INN		92 UNIT		3 STORY	PROJECT OWNER:	1111 NORTH EDWARDS BLVD, LLC	PROJECT LOCATION:	LAKE GENEVA, WI	SHEET TITLE:	COVER SHEET	PROJECT NUMBER:	36359	SHEET NUMBER:	G001
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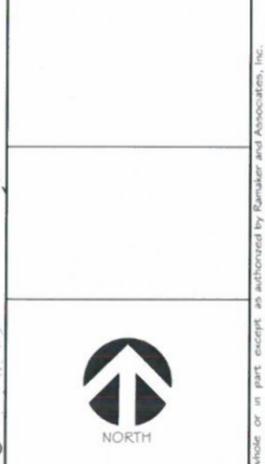
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- REFERENCES**
- SITE TOPOGRAPHIC SURVEY PROVIDED BY RAMAKER & ASSOCIATES IN DECEMBER OF 2017.
  - TOPOGRAPHIC SURVEY IS FOR THE DESIGN OF CIVIL SITE IMPROVEMENTS - THESE DOCUMENTS ARE NOT A BOUNDARY SURVEY.
  - ELEVATION CONTOURS ARE IN 1 FOOT INTERVALS.
  - EXISTING UTILITIES ARE SHOWN AS MARKED BY DIGGERS HOTLINE UTILITY LOCATORS.
- GENERAL NOTES**
- PROMPTLY INFORM THE ENGINEER OF ANY ERROR OR DISCREPANCY DISCOVERED IN THESE DRAWINGS OR SPECIFICATIONS OR CONFLICTS BETWEEN THE DRAWINGS AND SPECIFICATIONS IN ORDER THAT ADJUSTMENTS CAN BE MADE.
  - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT-OF-WAYS ASSOCIATED WITH UTILITIES, ROADS, DRAINAGE AREAS, ETC. SHOWN OR OTHERWISE.
  - THE USE OF EXPLOSIVES AS A DEMOLITION METHOD WILL NOT BE PERMITTED.
  - ALL DEBRIS FROM CONCRETE REMOVAL TO BE TAKEN OFF SITE AND PROPERLY DISPOSED OF BY CONTRACTOR.
  - CONTRACTOR TO REPAIR/REPLACE ANY PORTIONS OF EXISTING SIDEWALK DAMAGED BY CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO OWNER.
  - IF SEPTIC TANK OR OTHER UNDERGROUND TANKS OR UTILITIES ARE ENCOUNTERED, NOTIFY ENGINEER OR OWNER, BEFORE REMOVAL. COMPLETELY REMOVE TANKS AND DISPOSE OFF SITE AND PROPERLY DISCONNECT AND SEAL ALL UTILITIES.
  - A CONCERTED EFFORT TO LOCATE ALL EXISTING UTILITIES WAS MADE, HOWEVER, SOME EXISTING UTILITIES MAY NOT BE SHOWN. CONTRACTOR SHALL CONTACT REGIONAL AND LOCAL UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES PRIOR TO ANY DEMOLITION AND OR EXCAVATION ACTIVITIES.
  - ALL DEMOLITION DEBRIS, INCLUDING THAT FROM CLEARING ACTIVITIES TO BE DISPOSED OF OFF SITE SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
  - STRIPPED TOPSOIL AND EXCAVATED FILL MATERIAL SHALL BE STOCKPILED SEPARATELY.

- LEGEND**
- EXISTING PROPERTY CORNER
  - GUY ANCHOR
  - ▨ APPROXIMATE AREA TO BE DEMOLISHED/RELOCATED
  - EXISTING MAJOR CONTOURS
  - EXISTING MINOR CONTOURS
  - STM --- EXISTING STORM SEWER
  - W --- EXISTING WATER MAIN
  - E --- EXISTING BURIED ELECTRIC
  - OHE --- EXISTING OVERHEAD ELECTRIC
  - T --- EXISTING TELEPHONE LINE
  - EXISTING LOT LINES

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MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PP-PREISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	EXISTING CONDITIONS & DEMOLITION PLAN	

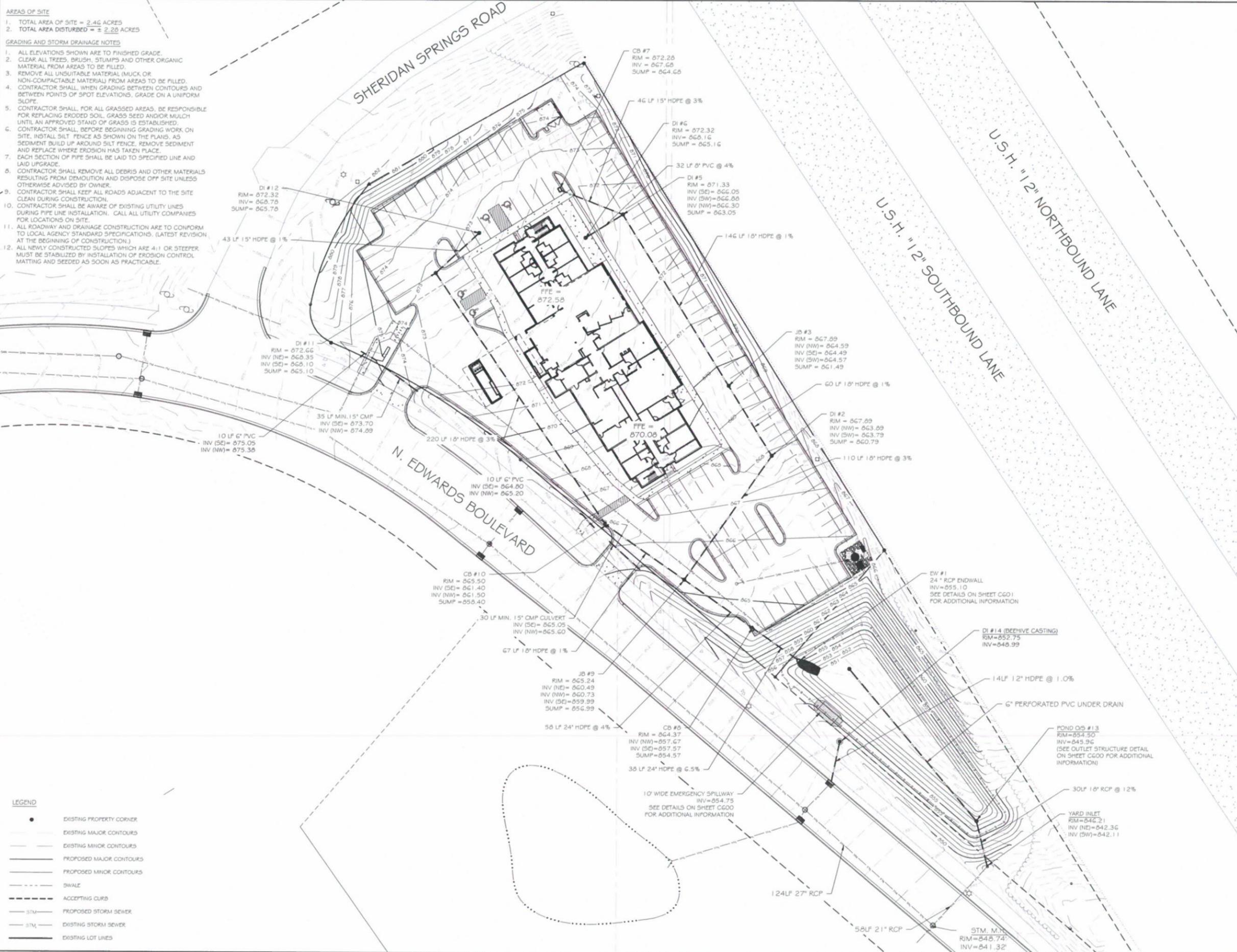
PROJECT NUMBER:	36359
SHEET NUMBER:	C100

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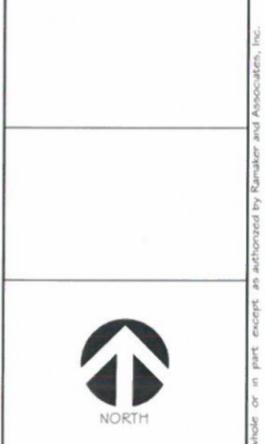
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- AREAS OF SITE**
- TOTAL AREA OF SITE = 2.46 ACRES
  - TOTAL AREA DISTURBED = ± 2.20 ACRES
- GRADING AND STORM DRAINAGE NOTES**
- ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
  - CLEAR ALL TREES, BRUSH, STUMPS AND OTHER ORGANIC MATERIAL FROM AREAS TO BE FILLED.
  - REMOVE ALL UNSUITABLE MATERIAL (MUCK OR NON-COMPACTABLE MATERIAL) FROM AREAS TO BE FILLED. CONTRACTOR SHALL, WHEN GRADING BETWEEN CONTOURS AND BETWEEN POINTS OF SPOT ELEVATIONS, GRADE ON A UNIFORM SLOPE.
  - CONTRACTOR SHALL, FOR ALL GRASSED AREAS, BE RESPONSIBLE FOR REPLACING ERODED SOIL, GRASS SEED AND/OR MULCH UNTIL AN APPROVED STAND OF GRASS IS ESTABLISHED.
  - CONTRACTOR SHALL, BEFORE BEGINNING GRADING WORK ON SITE, INSTALL SILT FENCE AS SHOWN ON THE PLANS, AS SEDIMENT BUILD UP AROUND SILT FENCE, REMOVE SEDIMENT AND REPLACE WHERE EROSION HAS TAKEN PLACE. EACH SECTION OF PIPE SHALL BE LAID TO SPECIFIED LINE AND LAID UPGRADE.
  - CONTRACTOR SHALL REMOVE ALL DEBRIS AND OTHER MATERIALS RESULTING FROM DEMOLITION AND DISPOSE OFF SITE UNLESS OTHERWISE ADVISED BY OWNER.
  - CONTRACTOR SHALL KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
  - CONTRACTOR SHALL BE AWARE OF EXISTING UTILITY LINES DURING PIPE LINE INSTALLATION. CALL ALL UTILITY COMPANIES FOR LOCATIONS ON SITE.
  - ALL ROADWAY AND DRAINAGE CONSTRUCTION ARE TO CONFORM TO LOCAL AGENCY STANDARD SPECIFICATIONS. (LATEST REVISION AT THE BEGINNING OF CONSTRUCTION.)
  - ALL NEWLY CONSTRUCTED SLOPES WHICH ARE 4:1 OR STEEPER MUST BE STABILIZED BY INSTALLATION OF EROSION CONTROL MATTING AND SEEDING AS SOON AS PRACTICABLE.



- LEGEND**
- EXISTING PROPERTY CORNER
  - EXISTING MAJOR CONTOURS
  - EXISTING MINOR CONTOURS
  - PROPOSED MAJOR CONTOURS
  - PROPOSED MINOR CONTOURS
  - SWALE
  - ACCEPTING CURB
  - PROPOSED STORM SEWER
  - EXISTING STORM SEWER
  - EXISTING LOT LINES

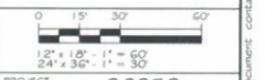
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**Professional Seal:**  
 WISCONSIN  
 TOMAS A. TORO-SANTO  
 No. 37748  
 WISCONSIN  
 PROFESSIONAL ENGINEER  
 August 9, 2018

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PIP-PREISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	STORM DRAINAGE	

PROJECT NUMBER:	36359
SHEET NUMBER:	C301



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 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.



08/09/2018

MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PP PRECISE IMPLEMENTATION PLAN	

PROJECT TITLE:  
**FAIRFIELD INN  
 4 STORY  
 92 UNIT**

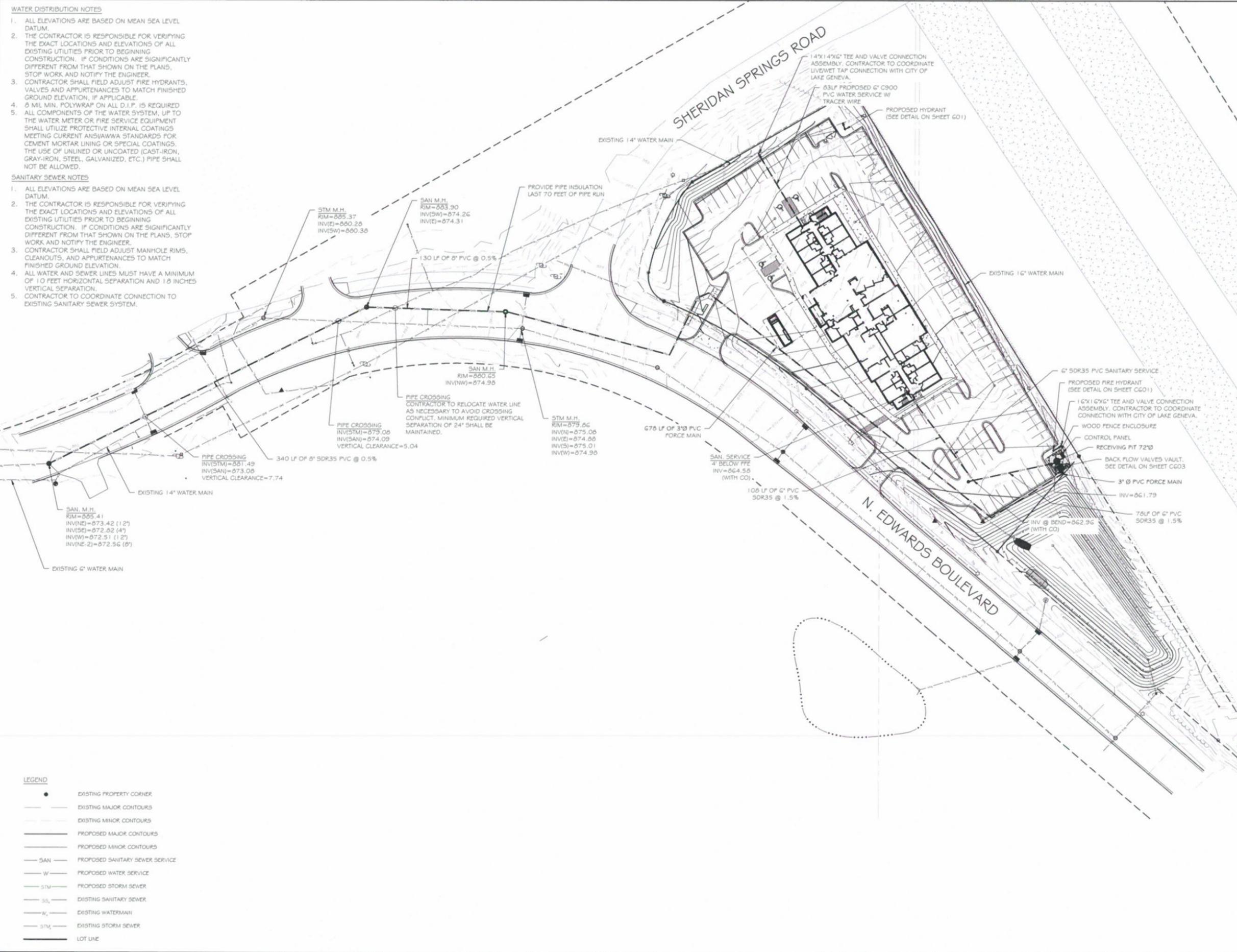
PROJECT OWNER:  
 1111 N. EDWARDS  
 BLVD., LLC

PROJECT LOCATION:  
 LAKE GENEVA, WI

SHEET TITLE:  
**UTILITY PLAN**

PROJECT NUMBER:  
**36359**

SHEET NUMBER:  
**C400**

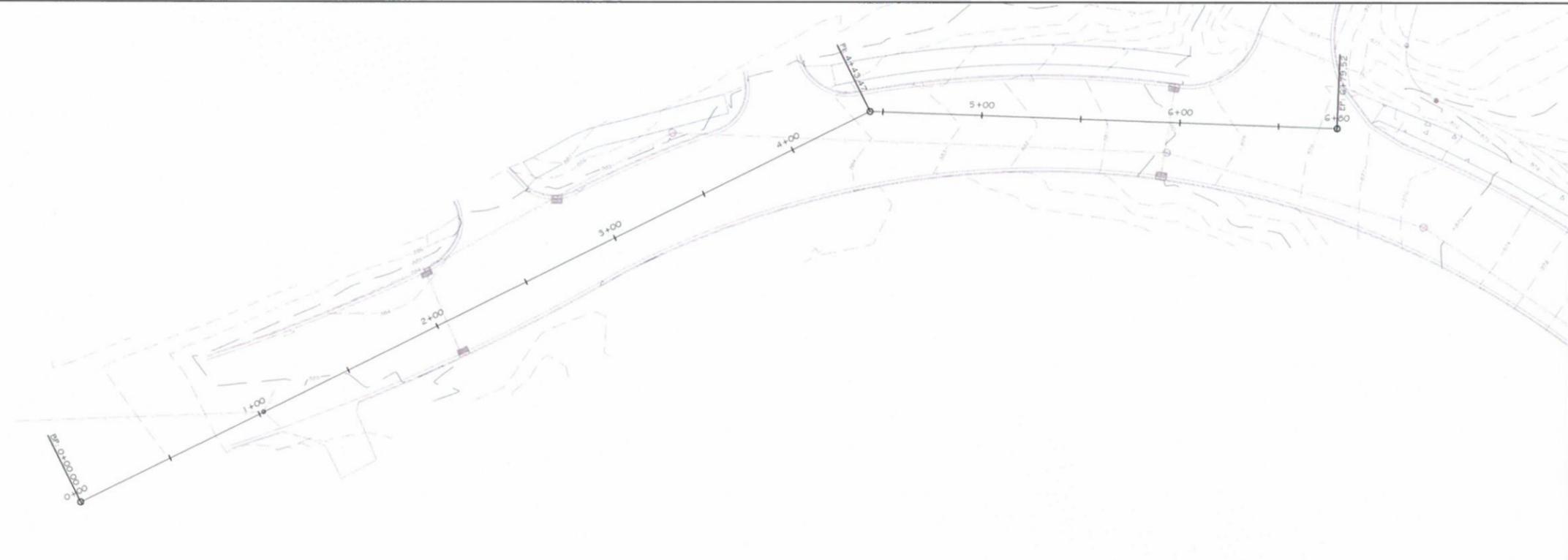


- WATER DISTRIBUTION NOTES**
1. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM.
  2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. IF CONDITIONS ARE SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THE PLANS, STOP WORK AND NOTIFY THE ENGINEER.
  3. CONTRACTOR SHALL FIELD ADJUST FIRE HYDRANTS, VALVES AND APPURTENANCES TO MATCH FINISHED GROUND ELEVATION, IF APPLICABLE.
  4. 8 MIL MIN. POLYWRAP ON ALL D.I.P. IS REQUIRED
  5. ALL COMPONENTS OF THE WATER SYSTEM, UP TO THE WATER METER OR FIRE SERVICE EQUIPMENT SHALL UTILIZE PROTECTIVE INTERNAL COATINGS MEETING CURRENT ANSVAWVA STANDARDS FOR CEMENT MORTAR LINING OR SPECIAL COATINGS. THE USE OF UNLINED OR UNCOATED (CAST-IRON, GRAY-IRON, STEEL, GALVANIZED, ETC.) PIPE SHALL NOT BE ALLOWED.

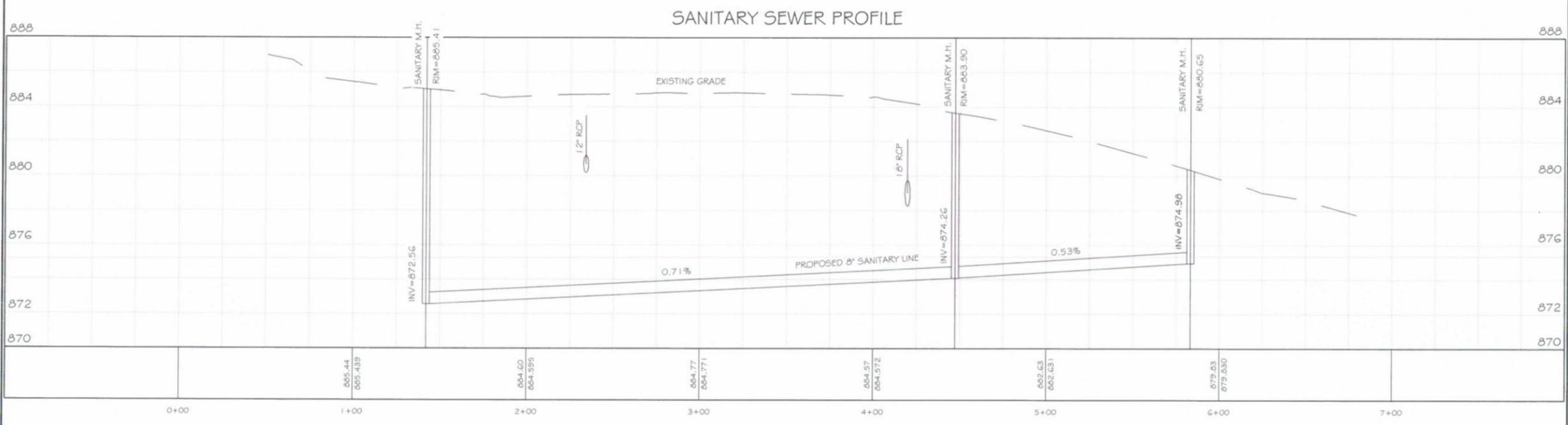
- SANITARY SEWER NOTES**
1. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM.
  2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. IF CONDITIONS ARE SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THE PLANS, STOP WORK AND NOTIFY THE ENGINEER.
  3. CONTRACTOR SHALL FIELD ADJUST MANHOLE RIMS, CLEANOUTS, AND APPURTENANCES TO MATCH FINISHED GROUND ELEVATION.
  4. ALL WATER AND SEWER LINES MUST HAVE A MINIMUM OF 10 FEET HORIZONTAL SEPARATION AND 18 INCHES VERTICAL SEPARATION.
  5. CONTRACTOR TO COORDINATE CONNECTION TO EXISTING SANITARY SEWER SYSTEM.

**LEGEND**

- EXISTING PROPERTY CORNER
- EXISTING MAJOR CONTOURS
- - - EXISTING MINOR CONTOURS
- PROPOSED MAJOR CONTOURS
- - - PROPOSED MINOR CONTOURS
- SAN — PROPOSED SANITARY SEWER SERVICE
- W — PROPOSED WATER SERVICE
- STM — PROPOSED STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATERMAIN
- STM — EXISTING STORM SEWER
- LOT LINE



SANITARY SEWER PLAN VIEW  
 1"=30' HORIZONTAL



SANITARY SEWER PROFILE VIEW  
 SCALE: 1"=30' HORIZONTAL  
 1"=3' VERTICAL

Certification & Seal:  
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MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PIP-PRE-CON IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	SANITARY SEWER PLAN & PROFILE	
SCALE:	AS NOTED	
PROJECT NUMBER:	36359	
SHEET NUMBER:	C401	

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**EROSION CONTROL NOTES**

- CONTRACTOR SHALL HAVE ALL EROSION CONTROL MEASURES IN PLACE AND APPROVED BY THE ENGINEER PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES.
- ALL SILT FENCES SHALL BE INSPECTED DAILY. CLEANING, ADJUSTING AND REPLACING EROSION MEASURES SHALL BE DONE AS NECESSARY THROUGHOUT CONSTRUCTION. ALL EROSION MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORK DAY.
- EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE DETAILS OR AS DIRECTED BY THE ENGINEER.
- SEDIMENT FROM OVERLAND FLOW SHALL BE PREVENTED FROM LEAVING THE WORK SITE BY INSTALLING SILT FENCING PARALLEL TO THE CONTOURS LOCATED DOWNHILL FROM THE WORK AREA.
- EXISTING VEGETATION SHALL BE REMOVED ONLY AS NECESSARY TO PERFORM CONSTRUCTION ACTIVITIES. CLEARING OF LARGE AREAS THAT ARE CLEARLY OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE PERMITTED.
- ALL DISTURBED AREAS SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE AFTER DISTURBANCE.
- EROSION MEASURES SHALL NOT BE REMOVED UNTIL THE AREAS SERVED HAVE ESTABLISHED VEGETATIVE COVER.
- TEMPORARY MULCH SHALL BE PLACED WITHIN 7 DAYS OF GRADING OPERATIONS. ALL AREAS OF EXPOSED SOIL SHALL BE COVERED WITH A STRAW MULCH. MULCH SHALL BE APPLIED AT THE RATE OF 1.5 TONS PER ACRE. MINIMUM IMMEDIATELY AFTER SPREADING, THE STRAW MULCH SHALL BE PROTECTED BY COVERING WITH A MAT OR CRIMPING. MULCHING SHALL BE REPLACED AND CRIMPED AS NECESSARY TO MAINTAIN ADEQUATE COVER UNTIL PERMANENT ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE STABILITY OF ALL GRADED AND/OR CLEARED AREAS UNTIL PERMANENT GROUND COVER IS ESTABLISHED. ANY AREAS DAMAGED BY EROSION SHALL BE REPAIRED TO ITS ORIGINAL CONDITION AND PROTECTED FROM FURTHER EROSION AT NO ADDITIONAL COST TO THE OWNER.
- STONE TRACKING PAD(S) SHALL BE INSTALLED AT ALL CONSTRUCTION SITE EXITS TO PREVENT TRACKING OF SOIL. CONTRACTOR MUST TAKE ALL NECESSARY MEASURES TO MINIMIZE TRACKING MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS. TRACKED SOIL SHALL BE COLLECTED FROM PAVED ROADS LOCATED NEAR THE CONSTRUCTION SITE AT THE END OF EACH WORKING DAY OR AS DIRECTED BY THE ENGINEER.

**CONSTRUCTION PHASING**

- CONSTRUCTION IS ANTICIPATED TO BEGIN IN THE FALL OF 2018. DEMOLITION AND REMOVAL OF ANY EXISTING MATERIALS WILL OCCUR FIRST.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, EROSION CONTROL MEASURES SHALL BE PUT IN PLACE AND MAINTAINED UNTIL SOIL STABILIZATION HAS TAKEN PLACE.
- AFTER EROSION CONTROL MEASURES ARE IN-PLACE, SITE GRADING AND UTILITY INSTALLATION WORK CAN BEGIN.
- FOLLOWING INITIAL GRADING WORK, THE CONCRETE BUILDING FOUNDATION/SLAB CAN BE CONSTRUCTED.
- CONSTRUCTION ON THE BUILDING CAN THEN BEGIN IN COORDINATION WITH REMAINING SITE IMPROVEMENTS, INCLUDING AGGREGATE BASE COURSE INSTALLATION, CURB AND GUTTER CONSTRUCTION, ASPHALT PAVING, CONCRETE WORK, ETC.
- PRIOR TO FINAL SITE SEEDING/STABILIZATION, CONTRACTOR SHALL SCARIFY ALL PERVIOUS (LANDSCAPED & GRASSY) AREAS OF THE SITE TO A MINIMUM DEPTH OF 6-INCHES.

**AREAS OF SITE**

- TOTAL AREA OF SITE = 2.46 ACRES
- TOTAL AREA OF DISTURBANCE = ±2.28 ACRES

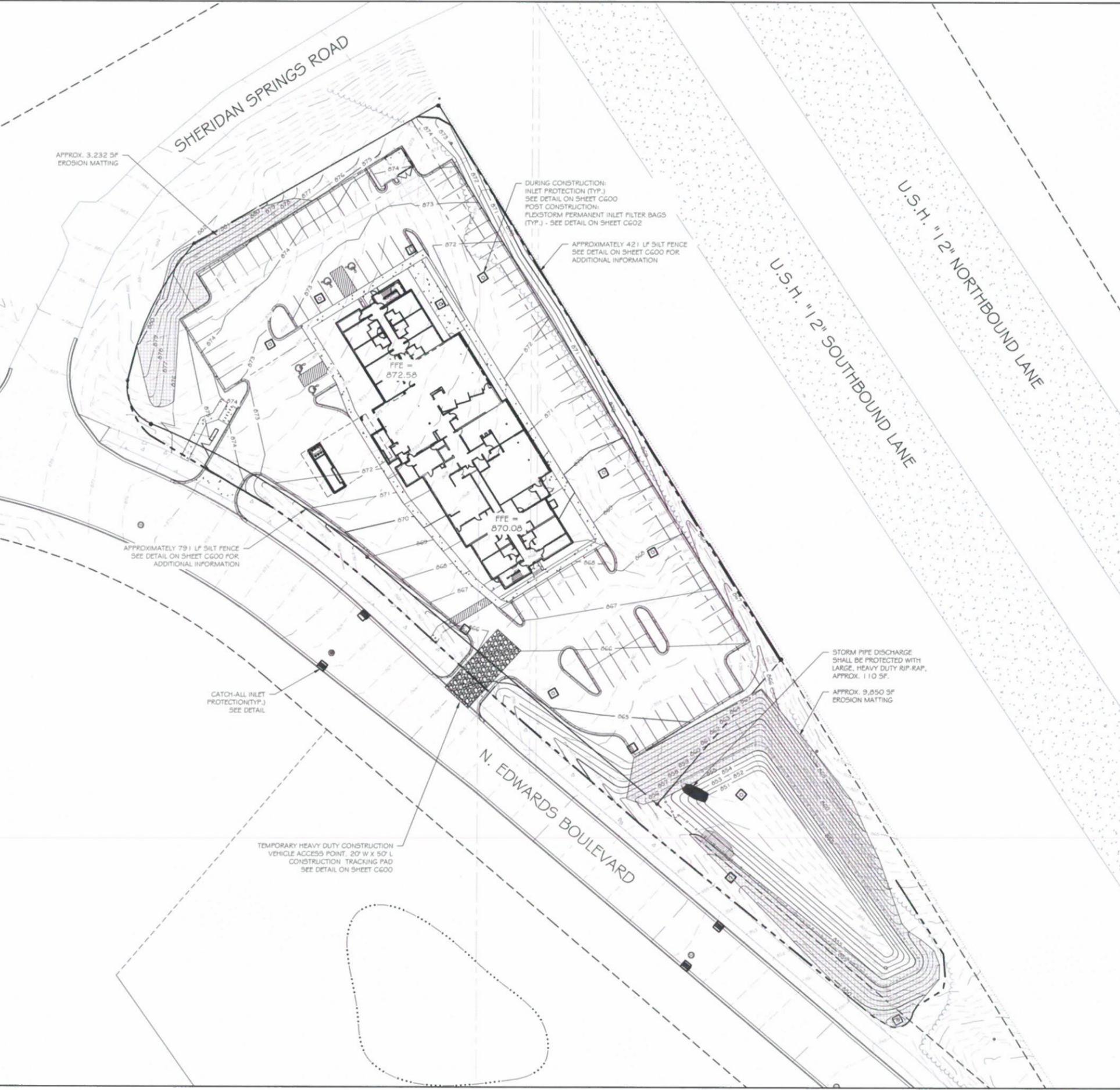
**EROSION CONTROL / SEEDING**

PROVIDE VEGETATIVE COVER TO NEWLY GRADED AREAS BY ACCEPTABLE SEEDING METHODS AND MIXTURES. SEEDING FOR TEMPORARY EROSION CONTROL SHALL BE AS FOLLOWS:

SPECIES	LBS./ACRE	* SPRING AND SUMMER SEEDING ** FALL SEEDING
OATS	131*	
CERIAL RYE	131**	
WINTER WHEAT	131**	
ANNUAL RYEGRASS	80**	

**LEGEND**

- EXISTING PROPERTY CORNER
- INLET PROTECTION
- ▨ EROSION MATTING
- ▩ CONSTRUCTION TRACKING PAD
- SILT FENCE
- - - EXISTING MAJOR CONTOURS
- - - EXISTING MINOR CONTOURS
- PROPOSED MAJOR CONTOURS
- PROPOSED MINOR CONTOURS



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 Woodcliff Lake, NJ • Bayamon, PR

  
 NORTH

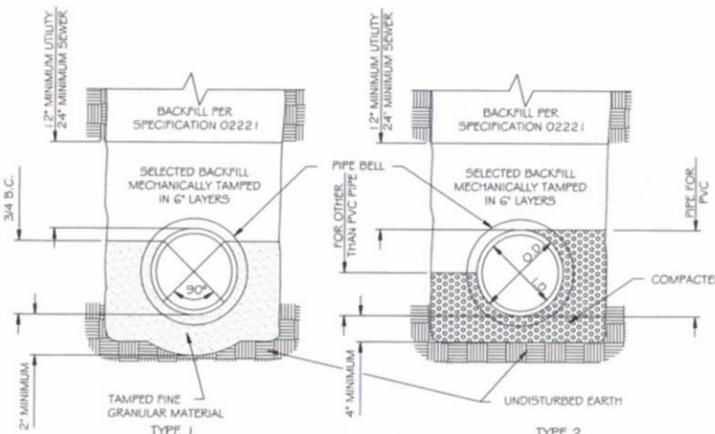


MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PIP-PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	EROSION CONTROL PLAN	

SCALE: 1" = 30'  
 1/2" = 15'    1" = 30'  
 PROJECT NUMBER: 36359  
 SHEET NUMBER: C500

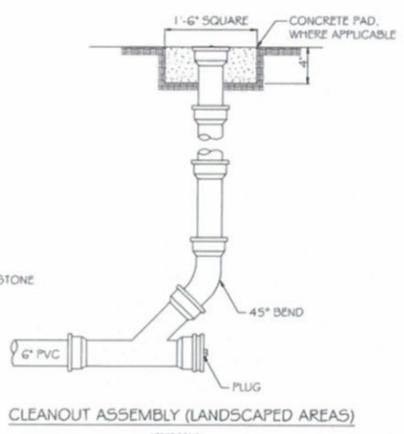
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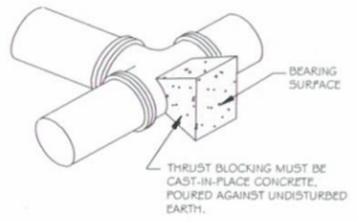


NOTE: 1/4 B.C. HAND SHAPED BOTTOM - SHAPE BELL HOLES FOR USE IN DRY EARTH TRENCHES ONLY. APPLICABLE TO BOTH EARTH AND ROCK TRENCHES.  
 B.C. = OUTSIDE BARREL CIRCUMFERENCE

CLASS 'B' PIPE BEDDING  
 NOT TO SCALE



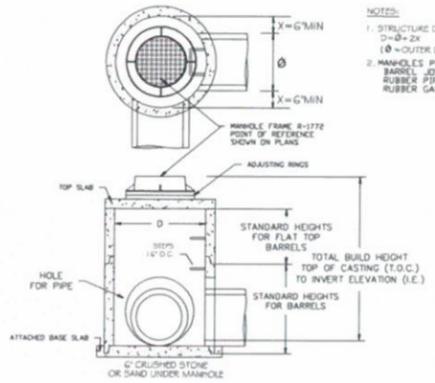
CLEANOUT ASSEMBLY (LANDSCAPED AREAS)  
 NOT TO SCALE



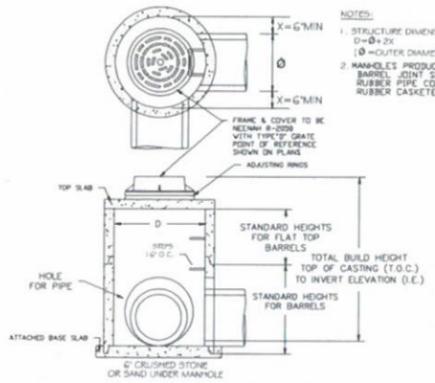
PIPE SIZE	BEARING AREA
6"	2.25 SF
8"	4 SF

NOTES:  
 THRUST BLOCKS TO BE USED FOR BENDS 22 1/2" AND OVER, INCLUDING HYDRANTS AND HYDRANT TEES.  
 THRUST BLOCKS ARE REQUIRED REGARDLESS OF ANY OTHER RESTRAINT METHODS USED ON WATERMAIN LESS THAN 12" IN DIA.  
 RESTRAINT METHODS ON WATERMAIN LARGER THAN 12" SHALL BE MEGALUGS, LOCKING GASKETS OR OTHER APPROVED EQUAL. THE LENGTH OF RESTRAINT SHALL BE AS COMPUTED BY DIPRA.

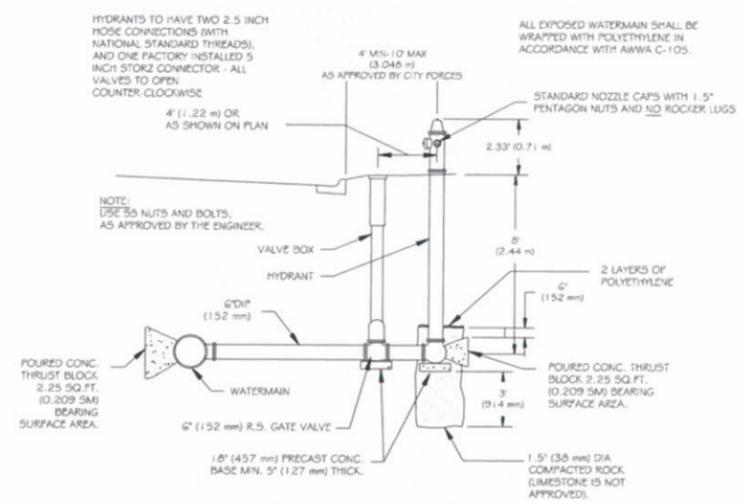
TYPICAL THRUST BLOCK  
 NOT TO SCALE



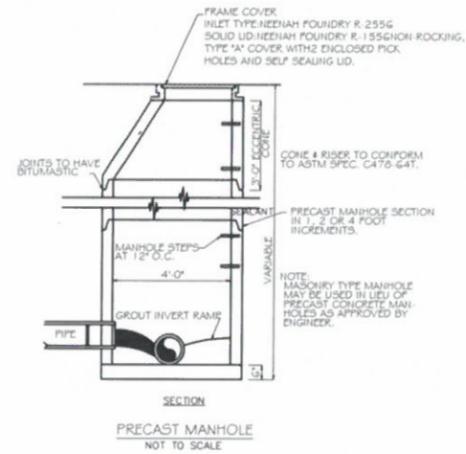
TYPICAL JUNCTION BOX (JB)  
 NOT TO SCALE



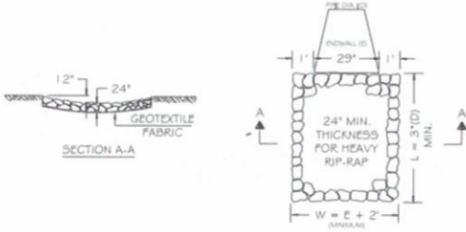
TYPICAL DRAIN INLET (DI)  
 NOT TO SCALE



TYPICAL HYDRANT INSTALLATION  
 NOT TO SCALE



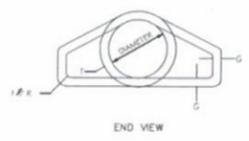
PRECAST MANHOLE  
 NOT TO SCALE



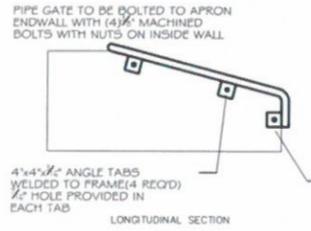
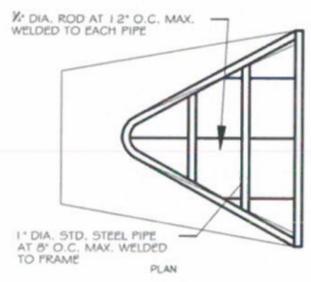
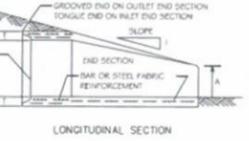
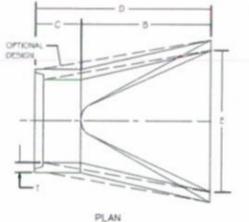
RIP-RAP DETAIL  
 NOT TO SCALE

PIPE DIA. (IN.)	DIMENSIONS (inches)							APPROX. SLOPE
	T	A	B	C	D	E	G	
12	4	24	48	72	24	2	3 to 1	
15	4	27	46	73	30	2	3 to 1	
18	4	27	46	73	36	2	3 to 1	
21	4	36	37	73	42	2	3 to 1	

NOTE: PROVIDE A BAR GATE WITH ALL APRON ENDWALLS.



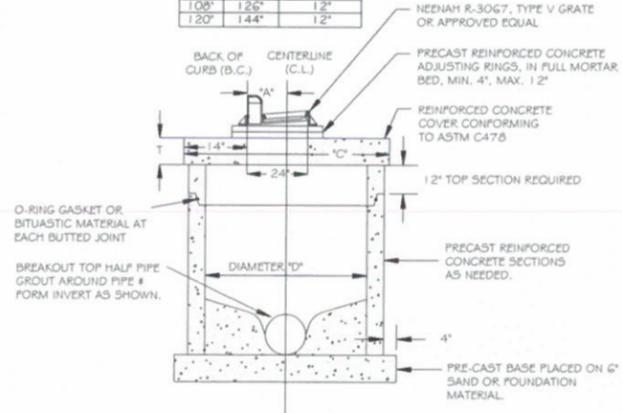
APRON ENDWALLS FOR CONCRETE CULVERT PIPE  
 NOT TO SCALE



PIPE GATE FOR APRON ENDWALLS  
 NOT TO SCALE

NOTES:  
 EACH GATE SHALL BE WIRE BRUSHED AND CLEANED THOROUGHLY PRIOR TO PAINTING.  
 EACH COAT SHALL BE AN OVERALL COAT.  
 EACH COAT SHALL BE ALLOWED TO DRY FOR 24 HOURS MIN.  
 FIRST COAT SHALL BE RUST-OLEUM X-60 RED BARE METAL PRIMER OR EQUAL.  
 SECOND COAT SHALL BE RUST-OLEUM 960 ZINC CHROMATE PRIMER OR EQUAL.  
 THIRD COAT SHALL BE RUST-OLEUM 1262 HIGH GLOSS AND METALLIC FINISH OR EQUAL.

MIN. DIA. 'D'=(PIPE DIA.)+2'(T)		
DIA.	COVER	THICKNESS
12"	12"	4"
15"	15"	4"
18"	18"	4"
21"	21"	4"
24"	24"	4"
27"	27"	4"
30"	30"	4"
36"	36"	4"
42"	42"	4"
48"	48"	4"
54"	54"	4"
60"	60"	4"
66"	66"	4"
72"	72"	4"
78"	78"	4"
84"	84"	4"
90"	90"	4"
96"	96"	4"
102"	102"	4"
108"	108"	4"
114"	114"	4"
120"	120"	4"

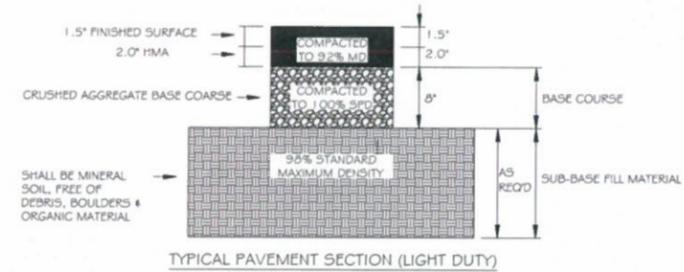


STANDARD CATCH BASIN (CB)  
 NOT TO SCALE

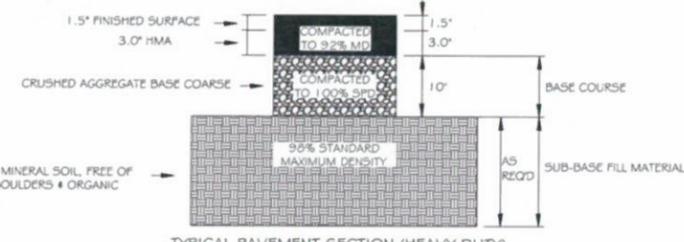


MARK	DATE	DESCRIPTION
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		ISSUE PHASE: PIP-PRECISE IMPLEMENTATION PLAN
		PROJECT TITLE: FAIRFIELD INN 4 STORY 92 UNIT
		PROJECT OWNER: 1111 N. EDWARDS BLVD., LLC
		PROJECT LOCATION: LAKE GENEVA, WI
		SHEET TITLE: MISCELLANEOUS DETAILS
		SCALE: AS NOTED
		PROJECT NUMBER: 36359
		SHEET NUMBER: C601

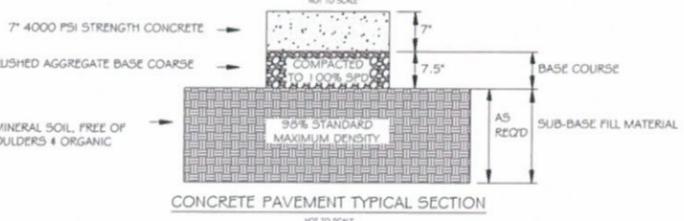
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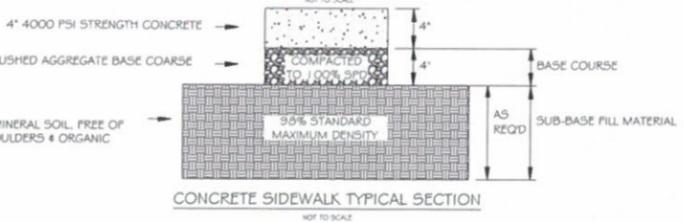
TYPICAL PAVEMENT SECTION (LIGHT DUTY)  
 NOT TO SCALE



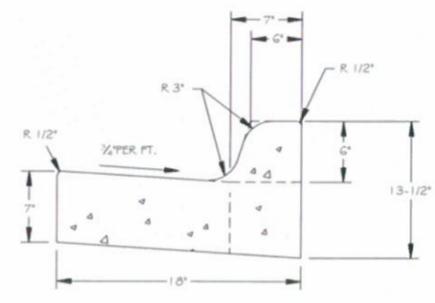
TYPICAL PAVEMENT SECTION (HEAVY DUTY)  
 NOT TO SCALE



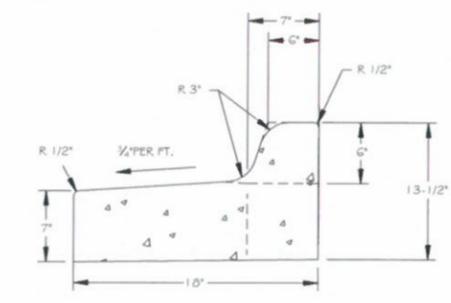
CONCRETE PAVEMENT TYPICAL SECTION  
 NOT TO SCALE



CONCRETE SIDEWALK TYPICAL SECTION  
 NOT TO SCALE

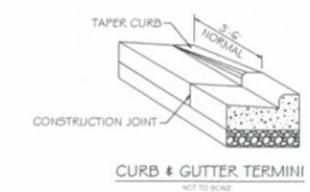


PROPOSED ACCEPTING CURB & GUTTER  
 NOT TO SCALE

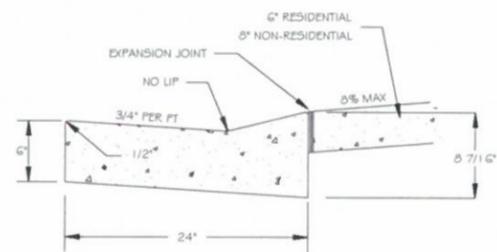


PROPOSED REJECTING CURB & GUTTER  
 NOT TO SCALE

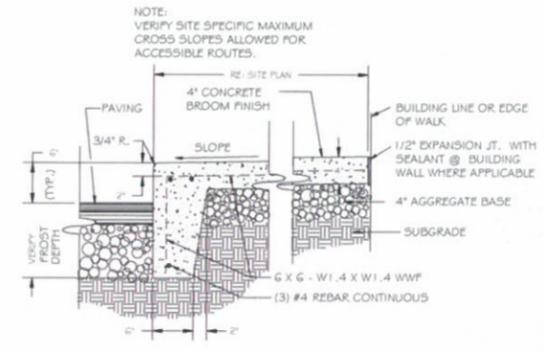
BARRIER CURB & GUTTER CROSS SECTION  
 NOT TO SCALE



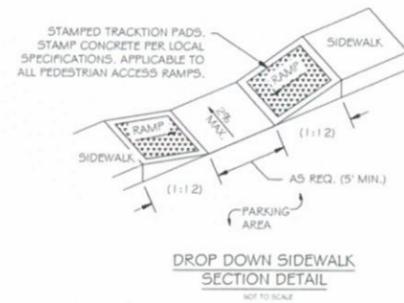
CURB & GUTTER TERMINI  
 NOT TO SCALE



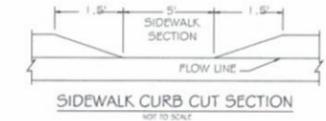
STANDARD DRIVEWAY CURB  
 NOT TO SCALE



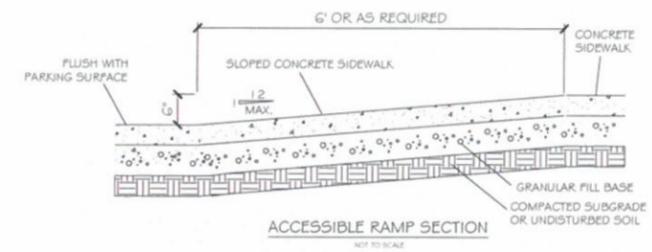
THICKENED EDGE CONCRETE WALK/FLATWORK AREAS  
 NOT TO SCALE



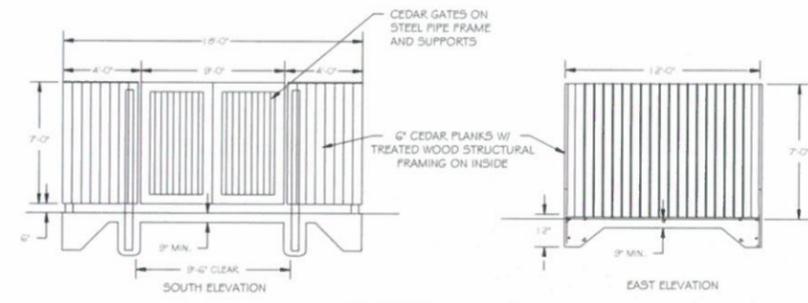
DROP DOWN SIDEWALK SECTION DETAIL  
 NOT TO SCALE



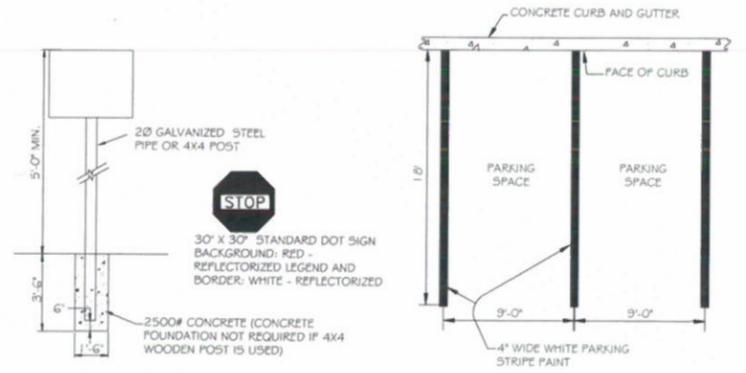
SIDEWALK CURB CUT SECTION  
 NOT TO SCALE



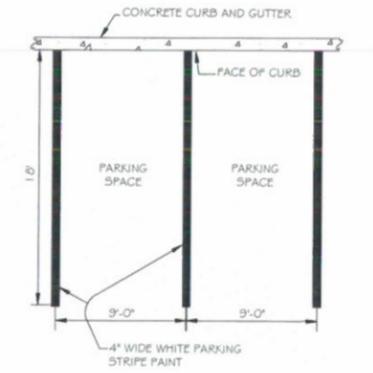
ACCESSIBLE RAMP SECTION  
 NOT TO SCALE



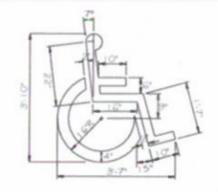
LIFT STATION ENCLOSURE  
 NOT TO SCALE



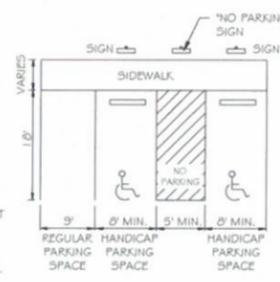
SIGNS AND MOUNTING DETAIL  
 NOT TO SCALE



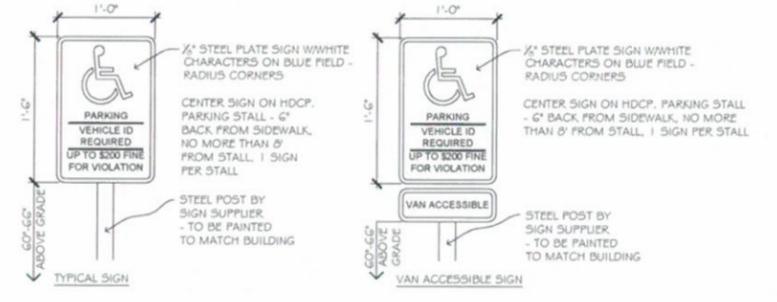
PAINTED VEHICULAR PARKING STRIPES DETAIL  
 NOT TO SCALE



HANDICAP PAVEMENT SYMBOL  
 NOT TO SCALE



HANDICAP PARKING  
 NOT TO SCALE

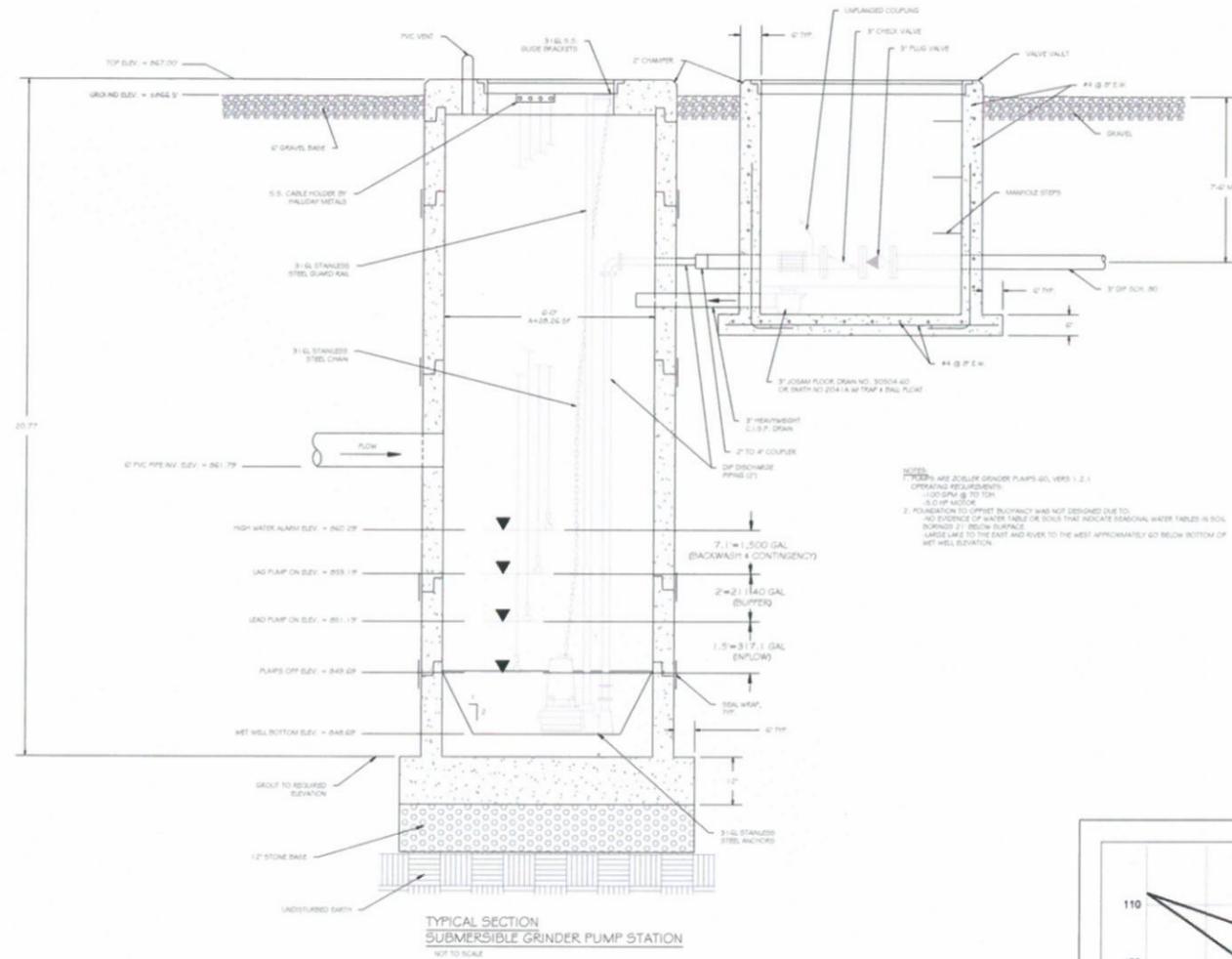


HANDICAP PARKING SIGN DETAILS  
 NOT TO SCALE

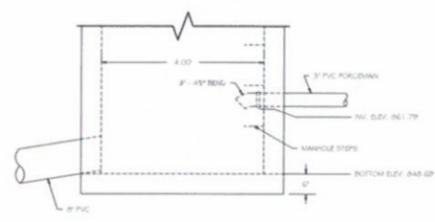


MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PP PRECISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	MISCELLANEOUS DETAILS	
SCALE:	AS NOTED	
PROJECT NUMBER:	36359	
SHEET NUMBER:	CG02	

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NOTES:  
 1. PUMPS ARE ZOELLER GRINDER PUMPS 60, VERS 1.2.1  
 OPERATING REQUIREMENTS:  
 -100 GPM @ 70 TO 100  
 -8.0' OF HEAD  
 2. FOUNDATION TO OFFSET INADEQUACY WAS NOT DESIGNED DUE TO:  
 -NO EVIDENCE OF WATER TABLE OR SOILS THAT INDICATE SIGNIFICANT WATER TABLE IN SOIL  
 BORINGS 2' BELOW SURFACE  
 LARGE LIME TO THE EAST AND OVER TO THE WEST APPROXIMATELY 60' BELOW BOTTOM OF  
 WELL ELEVATION.

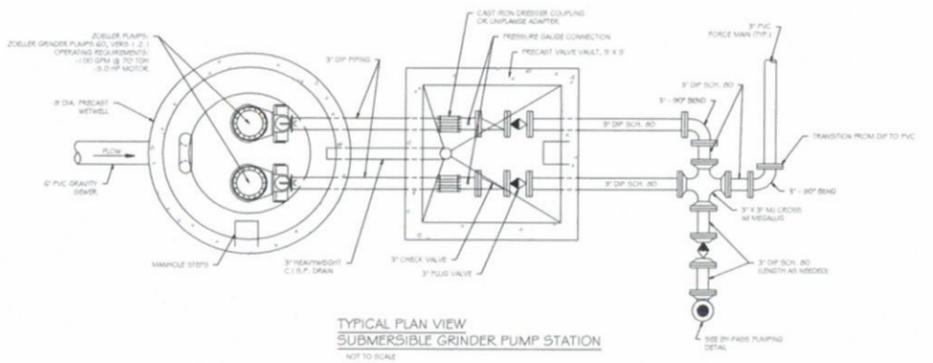


FORCEMAIN CONNECTION TO GRAVITY SEWER  
 NOT TO SCALE

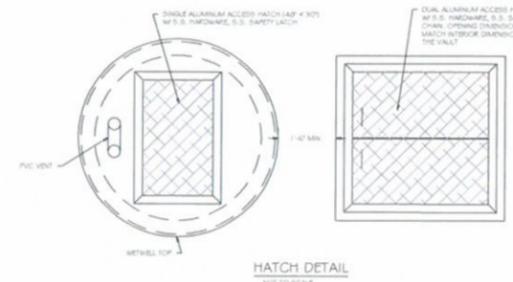


NOTES:  
 1. FABRICATED FROM 1/2\"/>

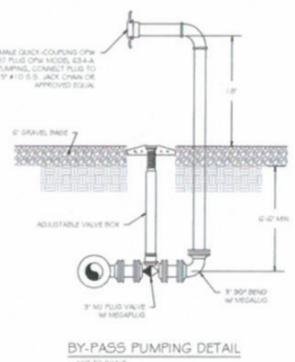
PUMP STATION WARNING SIGN DETAIL  
 NOT TO SCALE



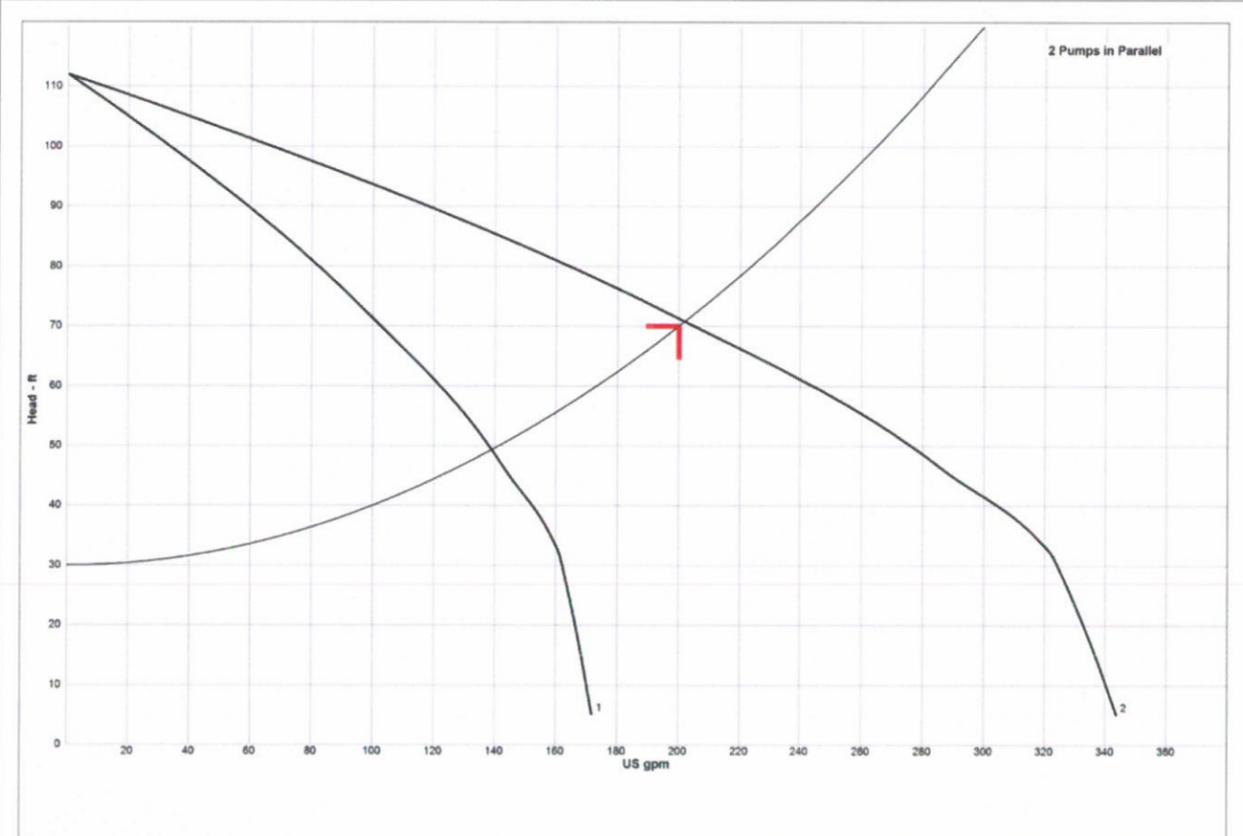
TYPICAL PLAN VIEW  
 SUBMERSIBLE GRINDER PUMP STATION  
 NOT TO SCALE



HATCH DETAIL  
 NOT TO SCALE



BY-PASS PUMPING DETAIL  
 NOT TO SCALE



Company: Ramaker & Associates  
 Name: Zoeller  
 Date: 06/06/2018  
 Catalog: Zoeller Grinder Pumps.60, Vers 1.2.1  
 Name: 71 Series Grinder - 3600 rpm  
 Design Point: 100 US gpm, 70 ft  
 Static Head: 30 ft

Size: 3, 5, or 7.5 HP, FLG I  
 Speed: 3450 rpm  
 Dia: 5.6875 in  
 Solids Capacity: ---  
 Motor Type: STD

**ZOELLER**  
 ENGINEERING PRODUCTS  
 Zoeller Family of Water Solutions



MARK	DATE	DESCRIPTION
DATE ISSUED:	08/09/2018	
ISSUE PHASE:	PIP PREISE IMPLEMENTATION PLAN	
PROJECT TITLE:	FAIRFIELD INN 4 STORY 92 UNIT	
PROJECT OWNER:	1111 N. EDWARDS BLVD., LLC	
PROJECT LOCATION:	LAKE GENEVA, WI	
SHEET TITLE:	MISCELLANEOUS DETAILS	
SCALE:	AS NOTED	
PROJECT NUMBER:	36359	
SHEET NUMBER:	CG03	

**DEVELOPMENT AGREEMENT**

Document Number

Document Name

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of July, 2018, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”), and 1111 N EDWARDS BLVD LLC, a Wisconsin limited liability company (“Developer”).

**RECITALS**

**WHEREAS**, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

**WHEREAS**, the City is the owner and seller of certain real property located in the northeast corner of the City, at the southeast corner of the intersection of Sheridan Springs Road and the north terminus of North Edwards Boulevard, commonly known as 1111 North Edwards Boulevard, and more particularly described in the attached Exhibit A incorporated herein (“Site”); and

**WHEREAS**, the Developer is the contract purchaser of the Site from the City; and

**WHEREAS**, the Site is zoned PD, Planned Development, per Ordinance No. 18-\_\_\_\_\_, and is the subject of a General Development Plan, using the Planned Business District as its base zoning district, with the grant of the conditional use of Commercial Indoor Lodging, approved May 29, 2018 (“GDP”). Concurrently herewith, the Developer is applying for a Precise Implementation Plan (“PIP”) for the Site; and

**WHEREAS**, the Developer desires to own and develop the Site as a Hampton Inn pursuant to the GDP and the PIP (“Development”); and

**WHEREAS**, the Development conforms to the City’s Comprehensive Master Plan, because the Site is part of a “Planned Mixed Use Area,” which includes the Planned Business District; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement.

**Recording Area**

Name and Return Address

James P. Howe

GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.

354 Seymour Court

Elkhorn, Wisconsin 53121

ZA46800003 and ZA46800004

Parcel Identification Number (PIN)

**NOW, THEREFORE**, the City and the Developer enter into this Agreement on the date first set forth above, and agree as follows:

## **SECTION 1**

### **RESTATEMENT OF RECITALS**

SECTION 1.1 **Recitals Incorporated**. The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

## **SECTION 2**

### **PUBLIC AND PRIVATE IMPROVEMENTS**

SECTION 2.1 **Phasing/Staging**. The Development shall be developed in one phase. The Developer will install all necessary infrastructure, including sanitary sewer, municipal water supply and related facilities (collectively, "Public Improvements"), as well as surface water drainage, parking lot, building, utilities, other private improvements and related facilities (collectively, "Private Improvements"), as may be necessary to serve the Development (Public Improvements and Private Improvements, sometimes, collectively, "Improvements"). All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below, and the Public Improvements shall be dedicated and conveyed or transferred to the City pursuant to this Agreement.

SECTION 2.2 **Contractors**. The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that this shall be permitted. The City declares that the Developer may employ any such general contractor or subcontractors, in its own discretion and of its own choosing. The contractors, however, shall appear on the City's pre-qualification list of contractors.

SECTION 2.3 **Improvements' Compliance with Plans**. The Developer will construct and complete, or cause to be constructed and completed, the Improvements in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of both the City Engineer and the City Council, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the plans and specifications submitted as part of the PIP and reviewed and approved by the City Engineer (collectively, "Plans"), all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.4 **Required Improvements.** The following are the Improvements which will be required by the City. No improvements which are not specifically contained in the Plans shall be required to be installed by Developer or shall be required by the City to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the City from time to time.

- a. **Sanitary Sewer System.** The Developer shall construct the sanitary sewer Public Improvements to make adequate sanitary sewerage service available to the Site. The size, type, and installation of all sanitary sewers, laterals and related facilities to serve the Development shall be in accordance with the Plans. The Developer agrees that the City will not accept the sanitary sewer Public Improvements until the same have been installed in accordance with the Plans.
- b. **Municipal Water Supply Facilities.** The Developer shall construct the municipal water supply Public Improvements in such a manner as to make adequate water service available to the Site. The size, type, and installation of all municipal water supply mains, laterals, and related facilities proposed to be constructed shall be in accordance with the Plans. The Developer agrees that the City will not accept the municipal water supply Public Improvements until such Public Improvements have been installed in accordance with the Plans.
- c. **Storm Water Management System.** The Developer shall construct the storm water management system Private Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the Site. All such Private Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Plans. The storm water management system Private Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Plans. In no event will the City accept the storm water management system Private Improvements, the maintenance of which shall be the responsibility of the owner of the Site, performed in accordance with the Storm Water Management Systems Maintenance Plan attached as Exhibit B hereto and incorporated herein. If such owner fails to perform such maintenance, the City, upon advance written notice to such owner, shall have the right of access to the storm water management system Private Improvements for inspection, public drainage conveyance, and repairs.
- d. **Other Utilities.**
  1. The Developer shall cause electrical power, natural gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to the Site. All electrical power, natural gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.

2. Plans indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the Site shall be reviewed and approved by the City Engineer.
- e. **Private Street Lights**. Site light and sign Private Improvements shall be installed at the Developer's cost and shall conform to the Plans. Installation shall be approved by the City Engineer. Following installation and approval, such light and sign Improvements shall be the property of the Developer, and the Developer shall maintain the same.
- f. **Landscaping**. The Developer shall:
1. Preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not lying in public roadway drainageways, building foundation sites, private driveway, parking lot, storm water management systems, paths, and trails, by use of sound conservation practices.
  2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.

### SECTION 3

#### DEDICATION

SECTION 3.1 **Dedication**. Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Public Improvements the Site, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Public Improvements, and together with all necessary easements for access and maintenance thereto.

### SECTION 4

#### RECAPTURE

SECTION 4.1 **Recapture**. The parties intend that the costs for the eastward extension by the Developer of the sanitary sewer main Public Improvements from their current terminus on Sheridan Springs Road, and south on North Edwards Boulevard to the Site ("Recapture Sewer Main"), shall be recaptured from the properties that benefit from the use of the Recapture Sewer Main on Sheridan Springs Road or North Edwards Boulevard (collectively, "Benefitted Properties;" individually, "Benefitted Property"); provided, however, that if no Benefitted Property connects to the Recapture Sewer Main to serve such property within thirty (30) years after the date of the acceptance by the City of the dedication thereof, no such costs shall be recaptured from the Benefitted Properties. The total of such costs and the Benefitted Properties shall be agreed upon by the City and the Developer upon the acceptance of the dedication of the Recapture Sewer Main by the City.

SECTION 4.2 **Allocation**. When a request is made to the City to connect to the Recapture Sewer Main to serve a Benefitted Property, the City shall institute special assessment procedures in accordance with Wis. Stat. § 66.0703, or such other applicable provision relating thereto, subjecting

such property to a special assessment or charge to pay its share of the costs for the connection to the Recapture Sewer Main, to be allocated among the Benefitted Properties on the basis of their proportionate lineal footage of Recapture Sewer Main. The City shall not permit any Benefitted Property to connect to the Recapture Sewer Main until there has first been paid to the City such property's share of such costs as provided herein.

SECTION 4.3 **Collection**. The City shall collect the proportionate share of the cost from the Benefitted Properties as determined herein for the benefit of the Developer. Within a reasonable time after receiving such share, the City shall forward the full amount thereof to the Developer or the Developer's assignee. The City shall take all steps legally permissible to attempt to recapture assessments from the Benefitted Properties as provided herein, but disclaims any personal liability in the event such recapture cannot legally be accomplished by reason of lapse of time, illegality, or otherwise. The Developer waives any right of action against the City for any sums that the City is unable to recapture.

## SECTION 5

### PLANS

SECTION 5.1 **Plans On Site**. The Developer shall keep itself supplied with the latest issues of all the Plans, and shall keep one (1) copy thereof at the Site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents.

SECTION 5.2 **Filing Plans**. At least two (2) complete copies of the Plans shall be filed with the City Clerk, together with two (2) sets of the Plans, one (1) set each in Mylar and digital format, of the Plans to the City Engineer and the Public Works Director, and all such copies of the Plans shall remain the property of the City.

SECTION 5.3 **City Engineer Instruction**. The City Engineer shall promptly furnish the Developer with such additional instructions relating to the Plans, by means of drawings, plans, or otherwise, as is required to proceed with the Public Improvements. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 5.4 **Conformity with Plans**. All Improvements shall be executed in conformity with the Plans, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 5.5 **Additional Plans**. If any additional plans or specifications are prepared by the Developer, the cost of same shall be paid for by the Developer. If any additional plans or specifications are prepared by the City Engineer, the Developer shall pay to the City all costs incurred by the City for the preparation of said plans and specifications, which costs shall include engineering, legal, administrative, and all other miscellaneous costs. The Developer shall pay to the City all costs incurred by the City Engineer when he or she reviews the Plans that are prepared by, or at the direction of, the Developer.

SECTION 5.6 **As Built Drawings**. The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in Mylar and digital format, for all of the Improvements under this Agreement upon the completion of the Site. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer's expense.

## SECTION 6

### CONSTRUCTION AND INSPECTION

SECTION 6.1 **Commencement**. No construction, installation, or Improvements shall commence for the Site until the Developer has made arrangements for inspection and construction staking, and the City Engineer has given written authorization.

SECTION 6.2 **Inspection**. The Developer, prior to any work within the Site, shall make arrangements with the City Engineer to provide for adequate inspection during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work to assure that the Plans comply with the laws, ordinances and regulations of the City (collectively, "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The City Engineer shall approve all work prior to release of the sureties.

SECTION 6.3 **Access**. The City Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 6.4 **Assistance**. The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his or her inspectors, representatives, or agents.

SECTION 6.5 **Responsibilities Not Relieved**. Inspection of the Improvements by these authorities or their representatives shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City.

SECTION 6.6 **Materials Inspection**. No material of any kind shall be used in the Public Improvements until it has been inspected and accepted by the City Engineer, or his or her inspector. All rejected materials shall be immediately removed from the Site. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

SECTION 6.7 **Request for Inspection**. Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

SECTION 6.8 **Compliance with Laws**. The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 6.9 **Permits**. The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the Improvements, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

SECTION 6.10 **Engineering Fees**. The City shall require that the City Engineer provide the Developer with a written, detailed estimate of the anticipated cost of all engineering inspection of construction, construction staking, and all inspections by the City Engineer, or his or her inspector for the Site, before commencement. The Developer shall pay to the City the actual cost billed by the City Engineer.

## **SECTION 7**

### **PROTECTION OF WORK, PROPERTY, AND PERSONS**

SECTION 7.1 **Safety Precautions**. The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the Site. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the Site.

SECTION 7.2 **No Nuisance**. The Developer shall provide all necessary privy accommodations for the use of its contractors, and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the Site.

SECTION 7.3 **Safety Regulation Compliance**. The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the Site, all necessary safeguards for safety and protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer's contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

SECTION 7.4 **Preventing Damage**. In emergencies affecting the safety of persons or the work or property at the Site, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

## **SECTION 8**

### **TIME FOR COMPLETION OF WORK; PERFORMANCE BOND**

SECTION 8.1 **Commencement**. It is anticipated that construction of the Improvements will commence no later than August 2018. The term of this Agreement shall expire on the tenth (10th) anniversary date of such commencement of construction; provided, however, that the Developer may seek extension as reasonably necessary to complete the Site.

SECTION 8.2 **Security**. A surety bond will be filed with the City prior to construction of the Site. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) of the Public Improvements shall be issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value of the Public Improvements previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the Site has been completed and paid for. Should additional Public Improvements be added or the cost of the intended Public Improvements prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Public Improvements. To secure the Developer's warranty of the Public Improvements under subsection 11.01(c), below, the Developer shall maintain maintenance bond in the amount of ten (10) percent of the cost of such Public Improvements for twelve (12) months.

SECTION 8.3 **Acceptance of Work**. No act of the City, of the City Engineer, or of any representative of either, in inspecting the Public Improvements, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. No waiver of any breach of this Agreement by the City or anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8.4 **Breach, Completion**. In the event the Developer fails to complete the Public Improvements within the specified time, commits a material breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the Public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not proceed in accordance therewith, subject to the provisions of Section 2.3 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the Public Improvements, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Public Improvements by or on its own account, or may enter into a new agreement with another party for the completion of the Public Improvements, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the Public Improvements, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

## **SECTION 9**

### **RISK OF LOSS**

SECTION 9.1 **Risk of Loss**. The risk of loss or damage of any kind whatsoever to materials stored on the Site, and the risk of damage or destruction to the Site or any part thereof, at any time prior to the completion and acceptance of the Public Improvements to be performed under this Agreement, is assumed by the Developer.

## SECTION 10

### DEVELOPER'S INSURANCE

SECTION 10.1 **Insurance**. The Developer shall not commence, or cause to be commenced, work under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence such Improvements until all such insurance required of the Developer has been so obtained and approved.

SECTION 10.2 **Worker's Compensation Insurance**. The Developer shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees employed at the Site, and in case any work is sublet, the Developer shall require all contractors and subcontractors to similarly provide Worker's Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at the Site are engaged in hazardous work under this Agreement, but are not protected under the Worker's Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.

SECTION 10.3 **Public Liability and Property Damage Insurance**. The Developer shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00).

SECTION 10.4 **Contractor Insurance**. The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above, including contractor's contingent or protective insurance, if necessary to protect the Developer from damage claims arising from operations under this Agreement.

SECTION 10.5 **Insurance Covering Special Hazards**. The following special hazards shall be covered by rider or riders to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00)/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from the Site.

SECTION 10.6 **Proof of Carriage of Insurance**. Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein.

SECTION 10.7 **Cancellation of Insurance**. Each policy shall provide that it is noncancellable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

SECTION 10.8 **Endorsements**. The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 11 hereof.

## **SECTION 11**

### **HOLD HARMLESS AND INDEMNITY AGREEMENT**

SECTION 11.1 **Indemnity**. The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the work performed or to be performed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

- a. The Developer, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties, or persons performing any work under this Agreement or in connection with any work performed under this Agreement.
- b. The City, or any of its officers, supervisors, officials, agents, servants, employees or personnel, or independent contractors (collectively, "Agents") for which the City is responsible for any liability, except this provision shall not apply to negligent acts or omissions or wrongful conduct by the City or its Agents with respect to the design or inspection of the work performed by the City or any of its Agents, as provided in this Agreement.
- c. The Developer hereby warrants that all Improvements required herein will utilize good quality materials and workmanship. The Developer further agrees to warrant all Public Improvements against all defects in material or workmanship for a period of one (1) year from the date of the acceptance of the public dedication thereof.

SECTION 11.2 **Defense**. The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies.

SECTION 11.3 **Immunity Not Affect**. This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

SECTION 11.4 **Certificate of Insurance**. The Developer further agrees that prior to commencement of the public or private Improvements under this Agreement, it will deposit with the City Administrator certificates of insurance relating to the foregoing, together with a contractual indemnity endorsement relating to this hold harmless agreement.

## SECTION 12

### MISCELLANEOUS

SECTION 12.1 **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer, and signed by them.

SECTION 12.2 **Conflicts with Codes and Ordinances of the City.** Whenever the terms or provisions of this Agreement or any exhibits hereto conflict with the terms and provisions of any codes or ordinances of the City, the terms and provisions of this Agreement shall prevail and control.

SECTION 12.3 **Cooperation with Permits, Easements.** The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of the Site, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, municipal water service, and electrical service to the Site, in accordance with the Plans. City shall process any applications and shall issue such permits within the following time periods after application of such permits are made: Building Permits – 10 days; Occupancy Permits – 10 days.

SECTION 12.4 **Assessment Pending Development.** If allowed by law, the Site shall be assessed as improved property in only those portions that have been actually improved and developed by the Developer. The remainder of the Site not so improved or developed shall be assessed as it is actually used. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 12.5 **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.6 **City Not Partner.** The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.7 **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.8 **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City

shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.9 **Governing Law**. This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.10 **Counterpart Execution**. This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

*(Signature page follows)*

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

**CITY:**

CITY OF LAKE GENEVA, a Wisconsin municipal corporation

By: \_\_\_\_\_  
Thomas Hartz, Mayor

Attest: \_\_\_\_\_  
Lana Kropf, City Clerk

**APPROVAL OF COMMON COUNCIL**

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the \_\_\_\_ day of July, 2018.

**DEVELOPER:**

1111 Edwards Blvd LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Jason Konrad, a Member

Drafted By:

James P. Howe  
GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
354 Seymour Court  
Elkhorn, Wisconsin 53121  
Telephone: (262) 723-3220  
Facsimile: (262) 723-5091  
email: [jhowe@godfreylaw.com](mailto:jhowe@godfreylaw.com)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 3 and Lot 4 of Certified Survey Map No. 4680 recorded October 13, 2016 in Volume 31 of Certified Surveys on Page 28 as Document No. 934194, and being part of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 and Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 all in Section 30, Township 2 North, Range 18 East, City of Lake Geneva, Walworth County, Wisconsin.

Tax Key No. ZA468000003 and ZA468000004

Address: Vacant Lots, 1111 North Edwards Boulevard

**EXHIBIT B**  
**STORM WATER MANAGEMENT SYSTEMS**  
**MAINTENANCE PLAN**

See attached.

## STORM WATER MANAGEMENT SYSTEMS MAINTENANCE PLAN

The facility Operator and its successors and assigns shall be responsible to repair and maintain the storm water management systems located of the property in good condition and in working order and such that the systems operate in compliance with approved plans. The operator will conduct such maintenance or repair work in accordance with applicable laws, codes and regulations, as outlined below:

Inlet Filter Insets	All inlet Insets shall be inspected in early spring and late fall of each year. Any sediment and/or debris present shall be removed and disposed; such that the storm water facilities operate as designed and permitted.
Drainage Structure Sumps and Sediment Traps	Drainage structures equipped with sumps and other sediment trapping structures installed on site shall be inspected in early Spring of each year. These structures shall be cleaned when sediment reaches a level that is 6 inches below the lowest invert of the structure or sooner.
Rip-Rap	Rip-Rap channels and outlets shall be inspected at least once per year to monitor rip-rap positioning and stability. Any evidence of erosion shall be repaired as necessary.
Detention Basin (General)	The Detention Basin shall be inspected for debris accumulation at least once per year to prevent/correct flow obstructions. All debris found shall be removed and disposed appropriately.
Detention Basin (Infiltration Area)	The infiltration portion of the detention basing shall be inspected once per year and its performance monitored as necessary to ensure it is performing as designed. Unwanted vegetation shall be removed periodically and the upper 24" of soil scarified or replaced as necessary to ensured continued performance.
Vegetation and Ground Cover	All landscaped areas of the site shall be protected by grass, mulch or other permanent type of ground cover. Bare ground or eroded areas shall be repaired, seeded and mulched as necessary to ensure adequate ground cover. No trees shall be allowed to grow within the Detention Area basin. Any saplings observed shall be promptly removed.
Inspection/Maintenance Logs	The property operator shall keep record of all inspections and maintenance activities associated with storm water management facilities on site. These logs shall include dates, brief description of the observations made and a description of the actions taken, if any. These logs shall be kept on-site and available for review upon request.

STAFF REPORT  
To Lake Geneva Plan Commission  
Meeting Date: September 17, 2018

Agenda Item: 8

Applicant:

120 Properties  
P.O. Box 935  
Lake Geneva, WI 53147

Description:

1. Discussion Only Item:

Applicant, House Around the Corner LLC, 3389 South Shore Dr. Delavan, WI, 53115, proposes to raze the existing building at 832 Geneva St and construct a new 5,154 square foot, 2-story, commercial building, located within the Central Business (CB) zoning district, Tax Key No. ZOP000252.

## **Brick and Mortar**

832 Geneva Street

Lake Geneva, WI 53147

1 – Tear down existing building for new retail building.

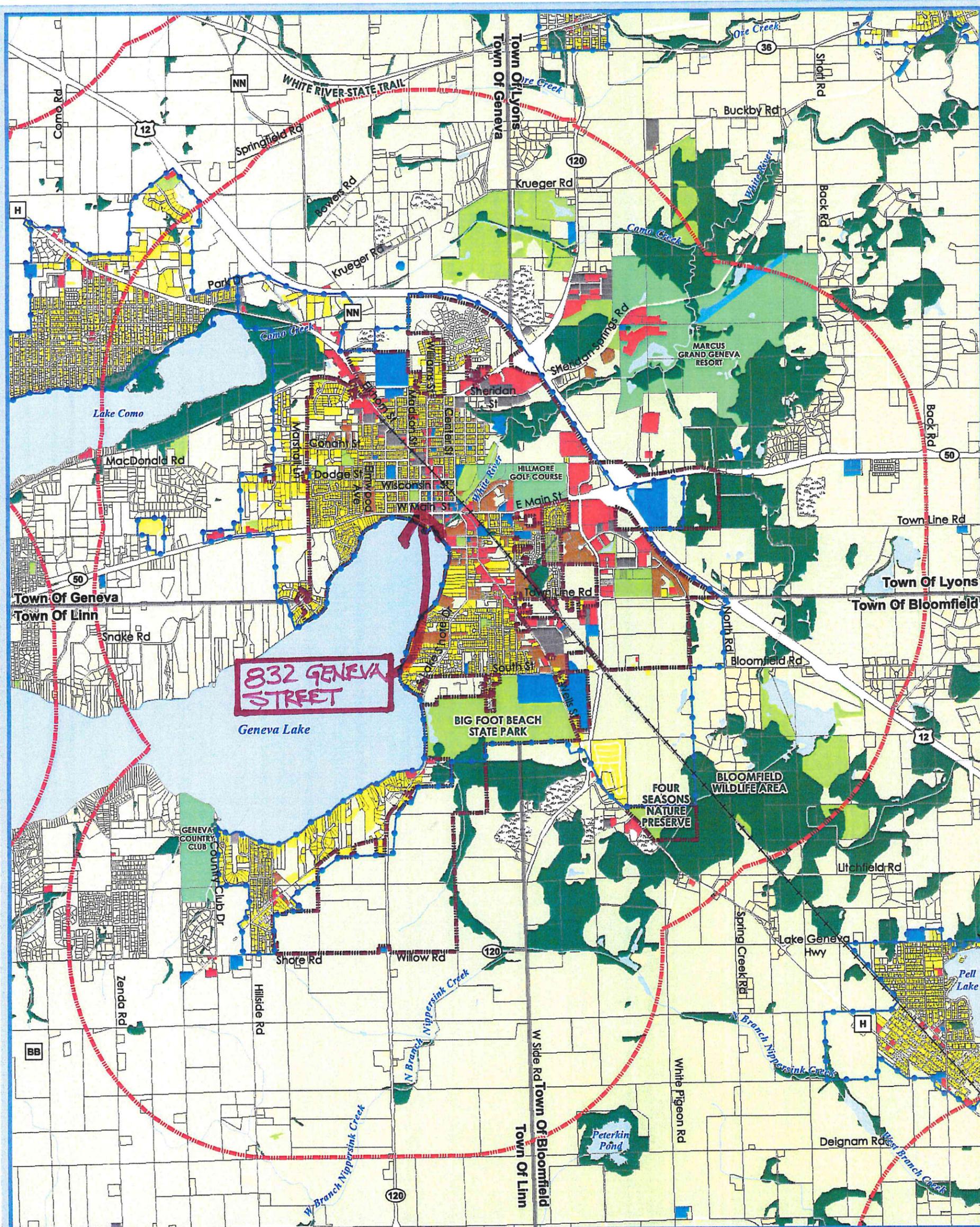
2 – 2 story retail with coffee bar for customers

3 – site .15 acres – 1 unit

4 – Floor Area Ratio –  $6534 \text{ sq ft} / 3003 \text{ sq ft} = 45.9 \%$

Impervious Surface – 64.6%

5 – Corner lot at the corner of Geneva Street and Cook Street. New design will be facing both streets and have access from both streets. There is a parking lot on the east side of this lot. New building will be set back on the lot on this side. Space on the south side to allow for drive onto property.



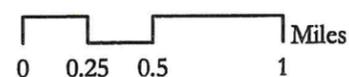
Map 4: Existing Land Use - City of Lake Geneva Comprehensive Plan

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

**Land Use Categories**

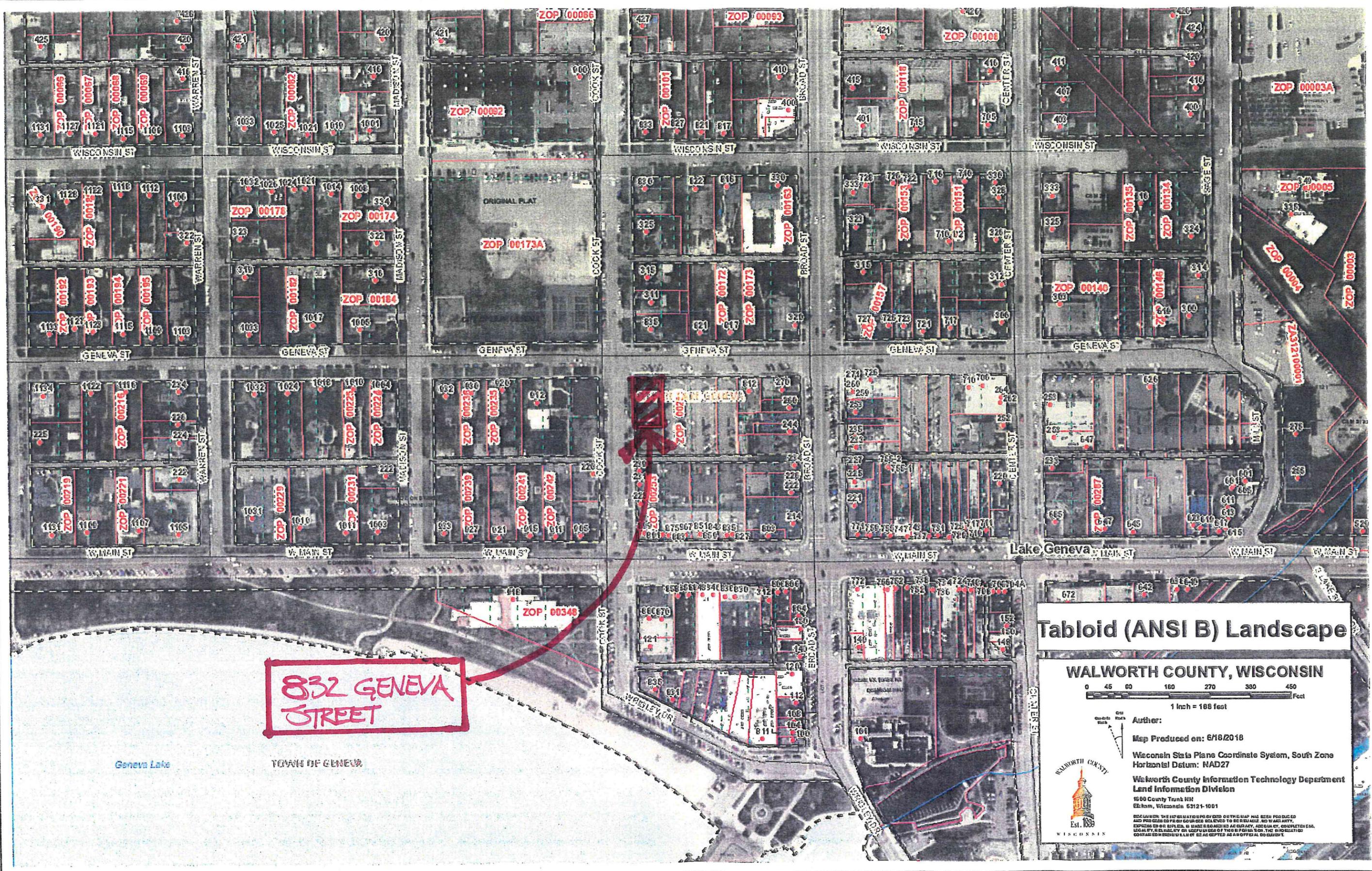
- Agricultural, Open Lands, & Vacant
- Single Family Residential (Unsewered)
- Single Family Residential (Sewered)
- Two-Family/Townhouse Residential
- Multi-Family Residential
- Commercial
- Government & Institutional
- Airport

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



**VANDEWALLE & ASSOCIATES INC.**  
Shaping places. shaping change

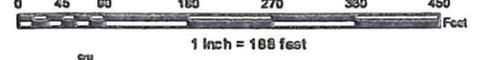
Date: December 14, 2009  
Source: SEWRPC, WIDNR,  
Walworth County LIO, V&A



**832 GENEVA STREET**

**Tabloid (ANSI B) Landscape**

**WALWORTH COUNTY, WISCONSIN**



Author:  
Map Produced on: 6/18/2018

Wisconsin State Plane Coordinate System, South Zone  
Horizontal Datum: NAD27

Walworth County Information Technology Department  
Land Information Division  
1600 County Trunk RR  
Elkhart, Wisconsin 53121-1001



DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROVIDED BY WALWORTH COUNTY AS A PUBLIC SERVICE. WALWORTH COUNTY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, QUALITY, OR RELIABILITY OF THE INFORMATION. THE INFORMATION CONTAINED HEREIN IS PROVIDED AS AN OFFICIAL DOCUMENT.

# PLAT OF SURVEY



Engineers • Land Surveyors • Environmental Scientists  
801 MAIN STREET MUKWAGO, WISCONSIN 53149 (262)363-2004

FOR: KEEFE REAL ESTATE INC.

DATE: 04/21/2003

**DESCRIPTION:**

BEING THE NORTH 108.00 FEET OF LOT 6, BLOCK 26 OF THE ORIGINAL PLAT OF THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.

AND

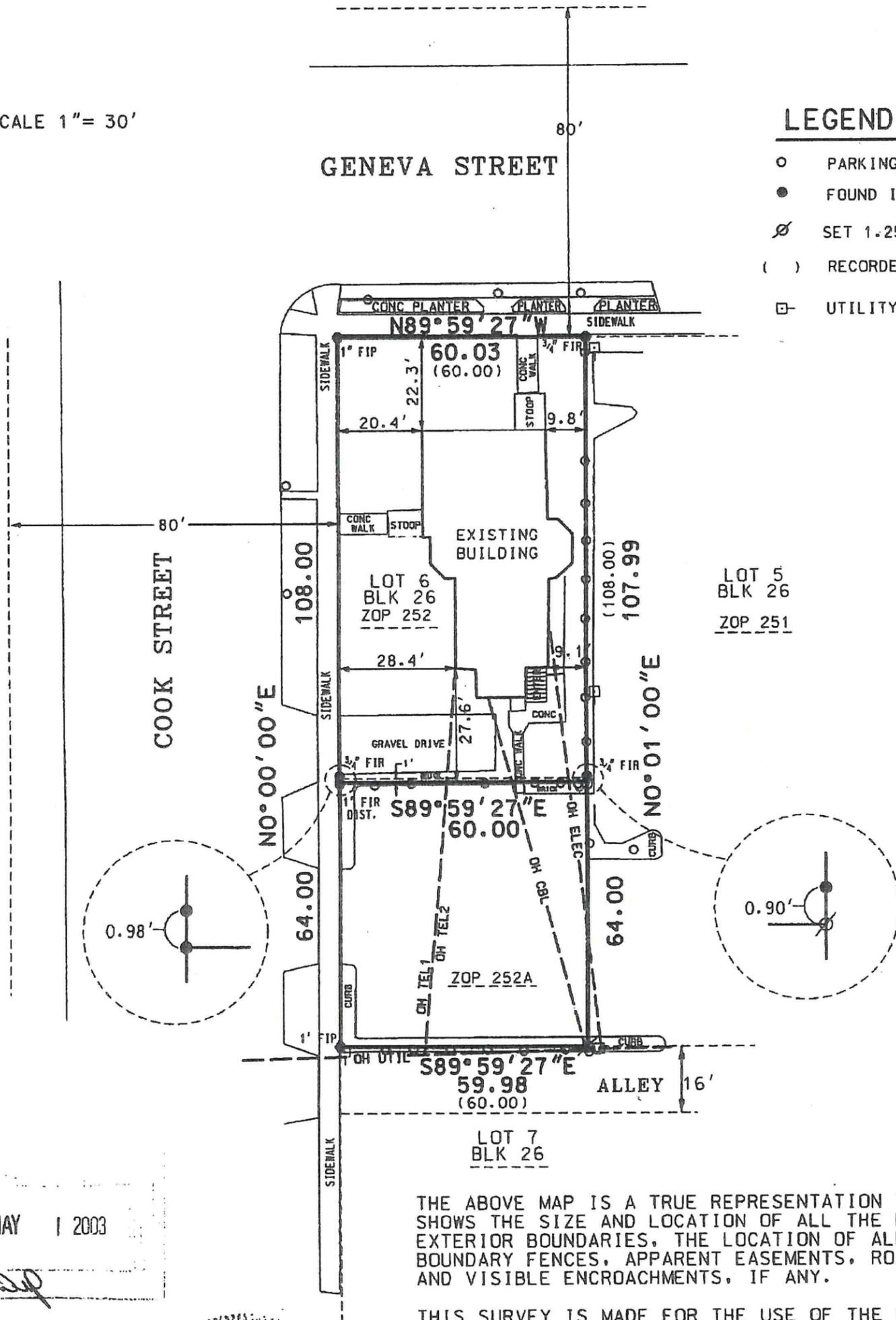
THE SOUTH 64.00 FEET OF LOT 6, BLOCK 26 OF THE ORIGINAL PLAT OF THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN.



SCALE 1" = 30'

**LEGEND**

- PARKING METER
- FOUND IRON PIPE/ROD
- ⊗ SET 1.25" IRON PIPE/ROD
- ( ) RECORDED AS
- UTILITY POLE



MAY 1 2003  
*[Signature]*

THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF ALL THE PROPERTY, EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HERETO.

THIS IS ORIGINAL POINT ONLY IF SEAL IS IMPRINTED (SEE REB)



*[Signature]*  
BRADFORD L. SPENCER, R.L.S. 2069  
RSV#03095

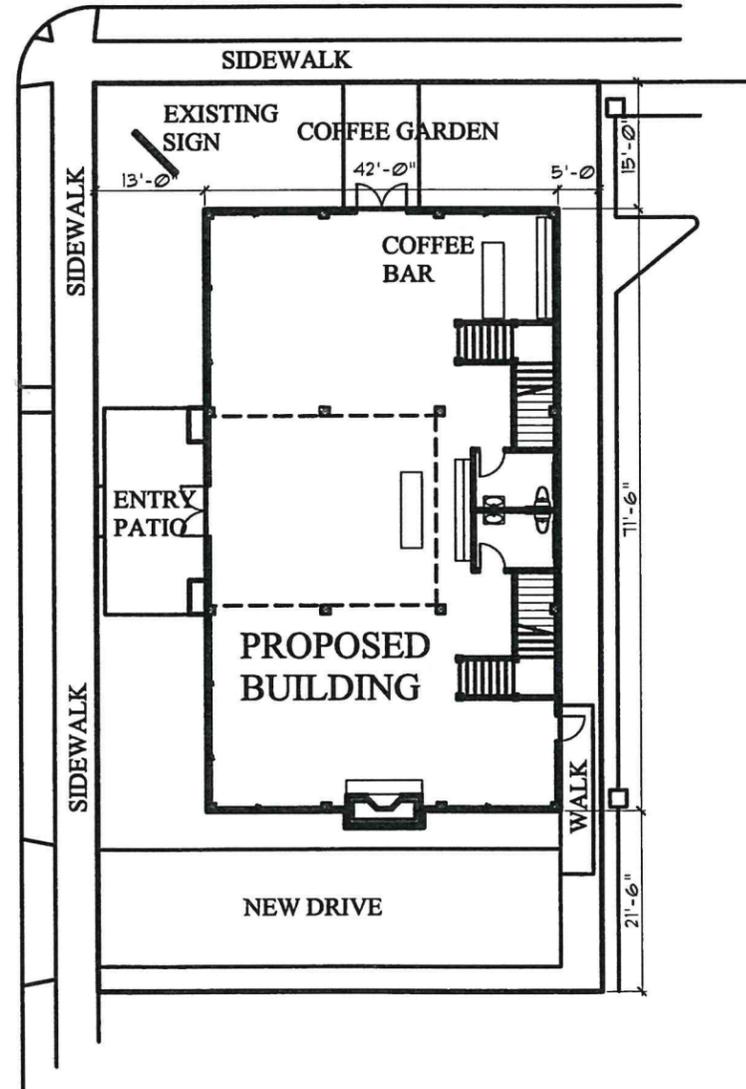
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 CUSTOM HOMES - ARCHITECTURAL SERVICES - LAND DEVELOPMENT  
 P.O. BOX 926 LAKE GENEVA, WI 53147  
 PH - (262) 245-9030 FAX - (262) 245-0866  
 WWW.LOWELLMANAGEMENT.COM



**GENEVA STREET**

**COOK STREET**

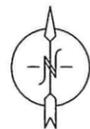
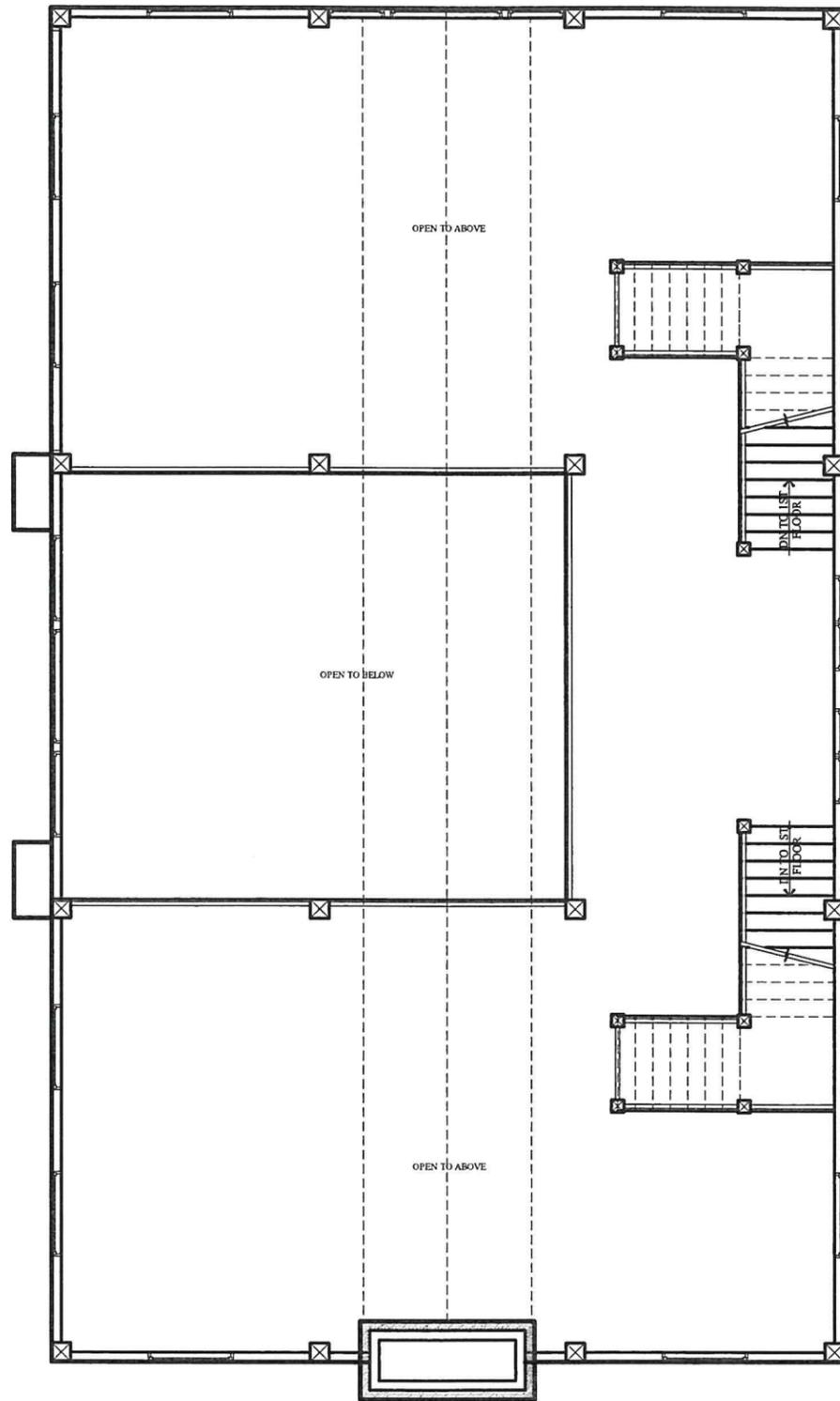


SITE INFORMATION	
LOT:	6,534 SQ. FT. - .15 ACRES
3003 SQ. FT. - NEW BUILDING	
245 SQ. FT. - COOK STREET ENTRY	
73 SQ. FT. - GENEVA STREET ENTRY WALK	
770 SQ. FT. - NEW/ EXISTING DRIVE	
4091 SQ FT	
FLOOR AREA RATIO - 6534 / 3003 = 45.9%	
IMPERVIOUS SURFACE - 6534/ 4091 = 62.6%	

**SITE PLAN**  
 SCALE: NOT TO SCALE

**BRICK & MORTAR**  
 832 GENEVA STREET  
 LAKE GENEVA, WI 53147

PROJECT NUMBER	
DATE	03-06-16
<b>S-1</b>	

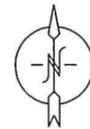
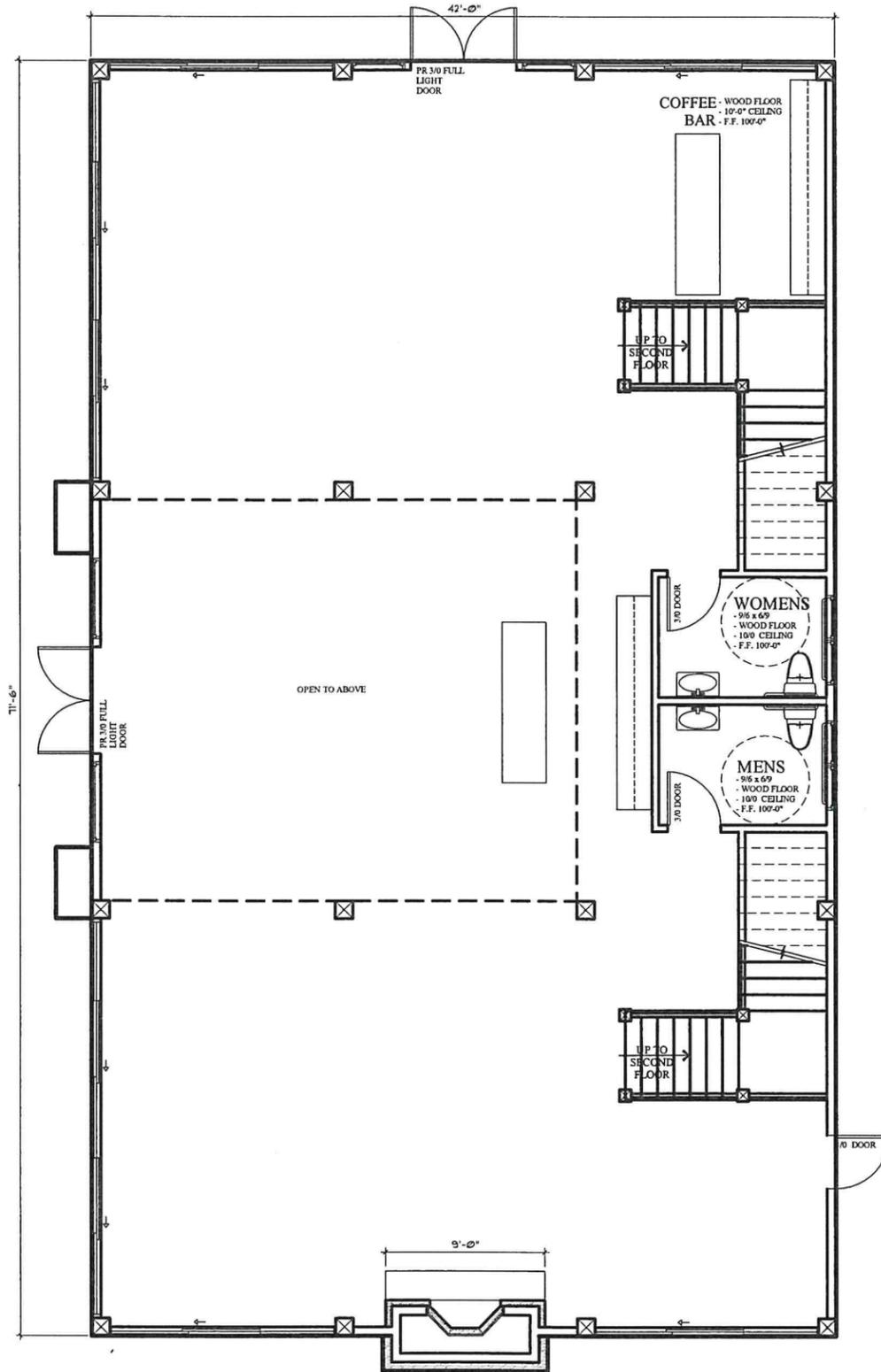


**SECOND FLOOR PLAN**

NOT TO SCALE

2,150 SQ. FT.

NEW SQUARE FOOTAGE	
LL	SQ. FT.
1ST FLR:	3,003 SQ. FT.
2ND FLR:	2,151 SQ. FT.
<b>TOTAL:</b>	<b>5,154 SQ. FT.</b>



**FIRST FLOOR PLAN**

NOT TO SCALE

3,003 SQ. FT.

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 P.O. BOX 996 LAKE GENEVA, WI 53147  
 PH: (262) 245-8030 FAX: (262) 245-0856  
 WWW.LOWELLMANAGEMENT.COM



**BRICK & MORTAR**  
 832 GENEVA STREET  
 LAKE GENEVA, WI 53147

PROJECT NUMBER
DATE 09-06-18
<b>A-1</b>



PROPOSED NORTH -  
FRONT ELEVATION  
*NOT TO SCALE* GENEVA STREET



PROPOSED WEST -  
SIDE ELEVATION  
*NOT TO SCALE* COOK STREET

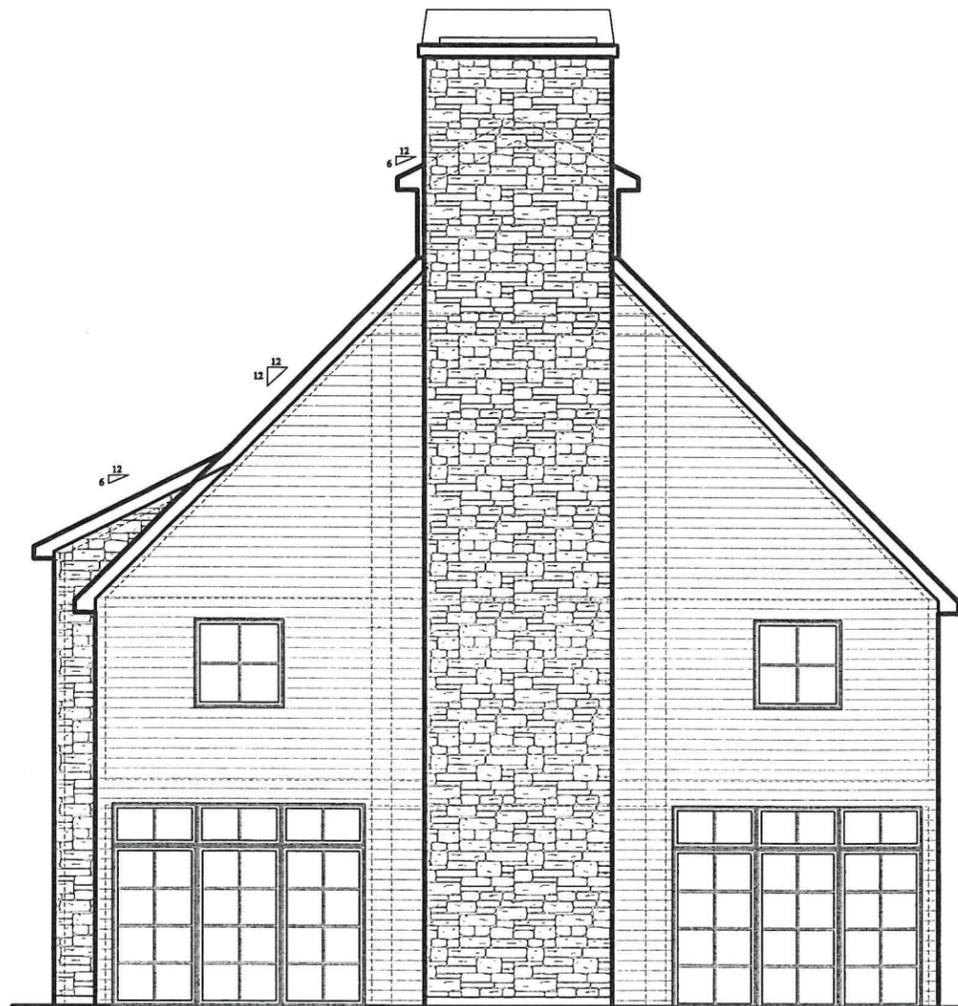
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**BRICK & MORTAR**  
832 GENEVA STREET  
LAKE GENEVA, WI 53147

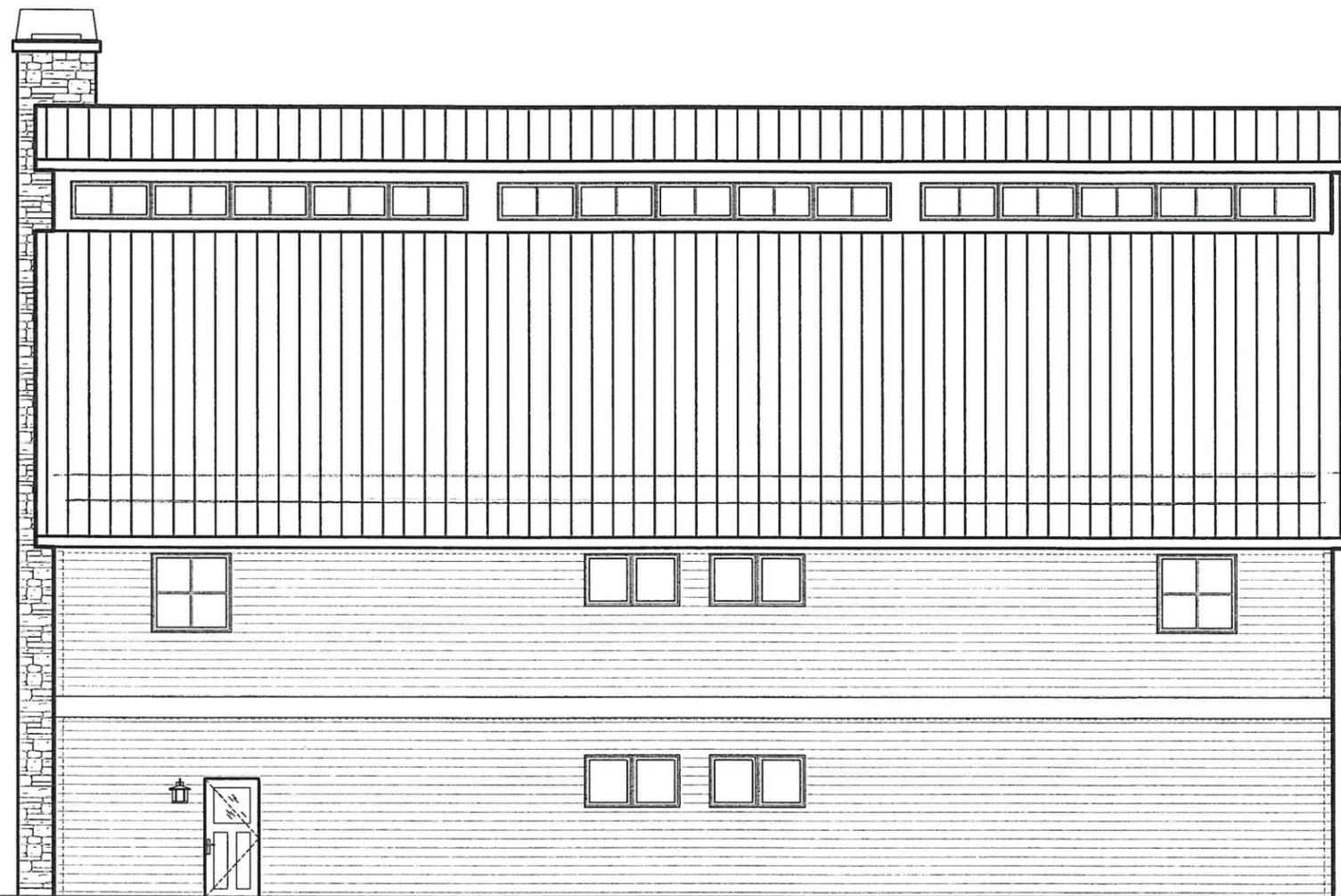
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PROJECT NUMBER
DATE 09-06-18
A-2



PROPOSED SOUTH -  
BACK ELEVATION

NOT TO SCALE



PROPOSED EAST -  
SIDE ELEVATION

NOT TO SCALE

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**BRICK & MORTAR**  
832 GENEVA STREET  
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PROJECT NUMBER
DATE 09-06-18
<b>A-3</b>

STAFF REPORT  
To Lake Geneva Plan Commission  
Meeting Date: September 17, 2018

Agenda Item: 9

Applicant:

120 Properties  
P.O. Box 935  
Lake Geneva, WI 53147

Description:

Summary of September 5, 2018 Public Workshop on Comprehensive Plan Amendments, addressing the review for the approximate 12.24 acres and the proposed multi-family development to be located in the south west corner of the 38.53 acre parcel.

The workshop was only for the request of the 12.24 acre multi-family area.

# Comprehensive Plan Amendment Comment Summary

The City of Lake Geneva held a public workshop on September 5, 2018 to gather insights related to the proposed Comprehensive Plan amendment and the developer’s conceptual plan.

There were 27 registered attendees of the Public Workshop. Participants were provided with numbered dots, which were used to identify areas on the developer’s conceptual plan where they had comments or suggestions. Two identical copies of the map were provided for comments on at the Workshop. The comments below correspond to the numbered dots on the maps. Additional, general comments are located on the following page.

Dot Number	Comment
7	Great concern over the intersection of Edwards and Townline Road. Traffic on Edwards has increased with Townline traffic having increased as a bypass to this traffic.
8	We are told that there will be no road through to Joshua Lane. Rather an access to a bike path. The concern is that it will become a road because of large traffic volume out of the multi-family.
9	The current cornfield is elevated above the homes on Joshua Lane. Two story apartment homes will tower above the single-family homes on Joshua Lane reducing privacy. Rendering assumes the trees separating the subdivision and multi-family would need to be redeveloped and drainage plans put in place.
13	This intersection is already a mess! What will 400 more vehicles per day do to it? This is not a good idea.
14	We have a lot of families in this subdivision with small children. Having an access through here will make it very dangerous.
15	Concerned about drainage going down into the backyards of The Meadowlands Subdivision. We get flooded already!
25	Are any trees going to be cut down behind our homes?
26	Is the bike path behind our homes necessary?
27	Will this road ever be open?
28	Will lights be added here?
29	15 units/90 apartments. Does there need to be this many and will there be more in the future?
31	Traffic lights at Edwards and Townline?
32	Is Andrea Drive going through?
38	My shrub-line is low. You will be able to see right into my home and yard from the apartments.
39	There should be a much larger buffer zone between the apartments and the homes on Joshua Lane.
40	The drawings do not accurately depict the reality of the shrub-line.
49	I’m worried about my home value in Townline Trails. We can’t keep those homes on the market so I’m unsure why this parcel wouldn’t remain for single-family.
51	The intersection of Edwards and Townline is treacherous. A stoplight at the intersection is sorely needed.
61	Stoplight needed. Increased truck traffic and car traffic.
62	Bike path or road
148	Extension of Andrea Lane across Joshua Lane will create a traffic hazard in what is currently a low traffic area. Adding 200 cars into the area puts the neighborhood children at a risk the families did not plan for when they moved into the area.
169	Traffic flow
171	Entrance – too close to Meadowlands lot line, 90 units/400 total parking spaces and ONE driveway as close as possible to the backyards of The Meadowlands. NOISE pollution and light pollution from buildings, windows and parking lots into backyards of Meadowland houses.
173	Three bus stops on Townline Road

175	Water issue – currently the farmland channels heavy rain directly into backyards and flash floods into the basement window wells. Property taxes – Just increased on my property by \$30K, but my resale value will be negatively impacted by this development as it's in my backyard. Visibility/hill – farmland is all elevated over Meadowlands and 37' roofs, these buildings will tower over Meadowlands.
193	Easement: We would like to know what the plan is for this easement/access? We worry about the influx of traffic from 90 apartments into single-family residential if it turns into a road.
197	Intersection: With this influx of traffic, this would have to become a controlled intersection.
201	Bus stop: Lots of kids here in morning and afternoon. Increase in traffic puts safety risk.

**Please share any additional comments:**

- A bike path in the ROW in Andrea Drive would bring more foot traffic into The Meadowlands Subdivision. There is then nowhere for those people to go. It provides a dark corridor for people who wish to do harm. I am strongly against a connection of any sorts (multi-use path, street, etc.) between The Meadowlands Subdivision and the proposed development. Please require the developer to conduct a traffic study! I strongly encourage the developer to move the multi-family acreage to the east (towards Edwards Blvd). I'm concerned about the drainage between the proposed development and existing homes along Joshua Lane. The height of the buildings is very inconsistent with the existing homes. If the development goes, please require full time on-site management – regardless of the number of units.
- Need more of a buffer from lot line to house. Another 60-80' from easement of bike path would be recommended and appropriate.
- Six family units is not a transition.
- Would tenants be able to sublease?
- Great concern over property devaluation, especially to the residences directly adjacent to proposed units 1-4.
- My big concern is having a bike path that's dark and provides an easy/quick access for people to come into our subdivision and possibly cause problems. My other big concern is drainage that will come down into The Meadowlands along Townline Road, which is already a swamp in our backyards. Too much traffic on Townline and Edwards Blvd. It's very dangerous and it already needs stoplights! This will only make it worse.
- The drainage by all the homes next to trees is poor already. More trucks on 120. Large lights coming? Number one concern is water in our subdivision! I am okay with single-family homes, but not multi-family. Worried about bus drop off for kids on Townline.
- Multi-family development is going to put too much stress on the current infrastructure, i.e., the intersection of Townline Road and Edwards Blvd. Also, the blind spot created by the hill between Edwards Blvd and the proposed entrance creates a dangerous situation for traffic accidents. Too much of the traffic on Townline Road drives too quickly for proper left hand turns out of the proposed entrance. A multi-family development also collides with the single-family homes in the area. The transition from single-family to multi-family is too abrupt. There should be an area of resident-owner multi-family homes if the zoning is changed instead of simply rental residences.



- PARK DRIVE -

- WISCONSIN HIGHWAY 120 -  
- EDWARDS BLVD. -

- HUDSON -  
- TRAIL -

- TOWNLINE ROAD -

EXISTING  
WOODED AREA  
BOUNDARY  
20' CITY BIKE  
PATH CORRIDOR

AMENITY  
CLUBHOUSE /  
LEASING OFFICE  
AND PARKING

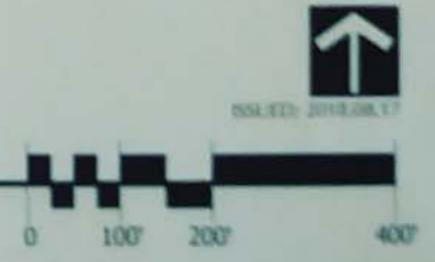
50' HALF  
RIGHT-OF-WAY  
TO BE  
DEDICATED

**SITE SUMMARY**

- +/- 12.24 TOTAL ACRES
- +/- 8.12 ACRES OF OPEN SPACE (66% OF TOTAL ACRES)
- 15, 6 UNIT BUILDINGS
- 90 APARTMENT UNITS TOTAL
- 1 GARAGE SPACE PER UNIT
- 1 PARKING SPACE IN DRIVEWAY APRON PER UNIT
- 2+ PARKING SPACES/UNIT
- +/- 40 GUEST PARKING SPACES

- CONCEPTUAL SITE PLAN -  
**COPPER CIRCLE APARTMENT HOMES**

Townline Rd. & Edwards Blvd./ Hwy 120 Lake Geneva, WI



ISSUED: 2014.06.17  
**WOLFF  
REAL  
ESTATE**  
262-909-3232



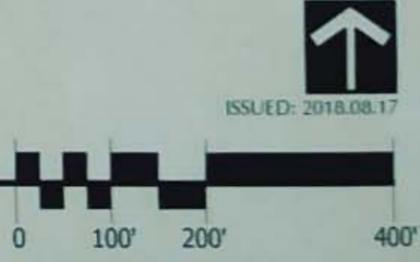


**SITE SUMMARY**

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- 2+ PARKING SPACES/UNIT
- +/- 40 GUEST PARKING SPACES

- CONCEPTUAL SITE PLAN -  
**COPPER CIRCLE APARTMENT HOMES**

Townline Rd. & Edwards Blvd./Hwy 120 Lake Geneva, WI



ISSUED: 2018.08.17

**WOLFF  
 REAL  
 ESTATE**  
 262-903-3222

