

## FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, FEBRUARY 25, 2013 – 6:00 PM

### COUNCIL CHAMBERS, CITY HALL

#### AGENDA

1. Call to Order
2. Roll Call
3. Approve the following Finance, License and Regulation Committee Meeting minutes of February 11, 2013, as published and 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 5 minutes
5. **LICENSES & PERMITS**
  - A. Street Use Permit application submitted by Brandon Presern on behalf of RAM Racing to use S. Lake Shore Drive in front of Big Foot State Park for Big Foot Triathlon on June 23, 2013 from 7 to 11 a.m., including the payment of additional personnel fees prior to issuance of the permit
  - B. Temporary Class “B” License application submitted by Jessica Pacholczak on behalf of St. Francis Parish Life for the sale of fermented malt beverages at St. Francis Parish Life, 148 W. Main Street, Lake Geneva, for Irish Night on March 16, 2013
6. Discussion/Recommendation on Notice of Final Acceptance with Payne and Dolan, Inc. for 2011 Street Maintenance contract
7. Discussion/Recommendation on Notice of Final Acceptance with Pieper Electric, Inc. for Main Street Traffic Signal Improvements contract
8. Discussion/Recommendation on award of bid to Gage Marine for furnishing and installing 10 additional pier slips at the West Pier in the amount of \$59,687.00
9. Discussion/Recommendation on disposal of surplus Street Department equipment (*recommended by Public Works Committee 2/21/13*)
10. Discussion/Recommendation on award of bid to McCormack and Etten for Dunn Field Restroom design in the amount of \$15,000 (*recommended by Public Works Committee 2/21/13*)
11. Discussion/Recommendation on additional downtown sidewalk work on north area of Broad Street (*recommended by Public Works Committee 2/21/13*)

**12. RESOLUTIONS**

- A. **Resolution 13-R07, a resolution granting an extension of 2012 sidewalk café permits and establishing parameters for issuing new sidewalk café permits before June 30, 2013**
- B. **Resolution 13-R12, a budget amendment appropriating funds to purchase six LUKE pay stations**

**13. Presentation of Accounts**

- A. Purchase Orders
- B. Prepaid Bills in the amount of \$20,926.50
- C. Regular Bills in the amount of \$151,668.16
- D. Acceptance of Monthly Treasurer's Report for November 2012, December 2012 and January 2013

**14. Adjournment**

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

2/22/13 3:20PM

cc: Committee Members: Aldermen Hill, Kupsik, Krohn, Hougen, Tolar; Mayor & remaining Council, Administrator, City Clerk, Attorney, Treasurer

**FINANCE, LICENSE & REGULATION COMMITTEE**  
**MONDAY, FEBRUARY 11, 2013 - 6:00PM**  
**COUNCIL CHAMBERS, CITY HALL**

Chairperson Hill called the meeting to order at 6:01 p.m.

Roll Call. Present: Aldermen Kupsik, Krohn, Tolar, Hougen and Hill. Also Present: City Administrator Jordan and City Clerk Hawes.

**Approval of Minutes**

Tolar/Krohn motion to approve Finance, License and Regulation Committee meeting minutes of January 28, 2013, as distributed. Unanimously carried.

**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.**

**LICENSES & PERMITS**

**Park Permit Application filed by Jean Mikrut on behalf of Geneva Lakes YMCA for the Shamrock Shuffle 5K and 1 Mile Kids' Run using Veteran's Park on March 16, 2013 from 9-11 a.m. (recommended by Board of Park Commissioners 2/6/13)**

Kupsik/Krohn motion to recommend approval. City Clerk Hawes noted the applicant will need to obtain a Street Use Permit to use the street for the event. Unanimously carried.

**Park Permit Application filed by Ryan Lasch on behalf of Lake Geneva Jaycees for Easter Egg Hunt using Seminary Park on March 30, 2013 from 8-9 a.m. (recommended by Board of Park Commissioners 2/6/13)**

Kupsik/Tolar motion to recommend approval for the period of 8 a.m. to 3 p.m. Chairperson Hill said the Board of Park Commissioners recommended the security deposit and park fee be waived for this event. Unanimously carried.

**Park Permit Application filed by Andy Kerwin on behalf of Alzheimer's Association of Southeastern Wisconsin for the 7th Annual Walk to End Alzheimer's using Library Park on September 21, 2013 from 7 a.m. to 1 p.m. (recommended by Board of Park Commissioners 2/6/13)**

Hougen/Kupsik motion to recommend approval, including waiving the six parking stall fees in the amount of \$24.00. Chairperson Hill referenced the minutes from the Board of Park Commissioners meeting which stated that the Council should decide whether to waive the parking stalls. Alderman Tolar asked what the parking stalls will be used for. Alderman Kupsik said they would be used by those involved with setting up the event. Unanimously carried.

**Park Permit Application filed by Carrie Swatek for the Lake Geneva Hope Walk using Library Park on September 28, 2013 from 6 a.m. to 2 p.m. (recommended by Board of Park Commissioners 2/6/13)**

Kupsik/Hougen motion to recommend approval, including that the applicant pays the application fee and the security deposit prior to issuance of the permit. Unanimously carried.

**Original 2012-2013 Operator License applications filed by May A. Manley**

Tolar/Hill motion to recommend approval. Unanimously carried.

**Discussion/Recommendation on purchase of additional LUKE pay stations**

Administrator Jordan said the Parking Commission recommended additional parking stations on Dodge Street and Wisconsin Street. He said the purchase of three additional LUKE stations is recommended to accommodate this area. Mr. Jordan also explained that the Piers, Harbors and Lakefront Committee has recommended purchasing three LUKE stations to be used for selling beach passes. He said the pay stations at the beach would be a different color than the parking stations and they would only sell beach passes. Mr. Jordan said he recommends purchasing all six units together to save on costs.

Alderman Hougen asked if the units will be solar-powered. Administrator Jordan said he recommends purchasing all hard-wired units. The three parking units would replace three solar units on Main Street where there is not enough sun to keep the solar units powered. The three solar units would be installed at the Dodge Street and Wisconsin Street locations.

Chairperson Hill said she was not sure three units were necessary at the beach. She said she would like to see a more systematic approach for determining how many LUKE stations are required for parking. Administrator Jordan said he felt it was reasonable that three units would be needed for four blocks worth of spaces.

Alderman Krohn asked how much revenue is expected to be generated by the additional parking spaces. Administrator Jordan said about \$1,200 per unit, per year, based on 120 days of revenue at \$10 per day.

Administrator Jordan added that the LUKES stations at the beach would not need coin components, which would help offset the costs of painting the units a different color. He noted that delivery on the new units would be 30-40 days.

Chairperson Hill asked if new beach collection procedures have been approved. City Clerk Hawes said the Piers, Harbors and Lakefront Committee should be reviewing a new policy at its next meeting.

Hougen/Kupsik motion to approve and instruct the City Administrator to purchase six LUKE pay stations to be funded by the lakefront and parking funds. Motion carried 4 to 1, with Hill opposed.

## **RESOLUTIONS**

### **Resolution 13-R05, establishing the 2013 West End Pier, Lagoon Slip, Buoy, Dinghy and Kayak Rack Rates**

City Clerk Hawes said the Piers, Harbors and Lakefront Committee made a recommendation to the raise the lagoon slip rates to the same as the buoy rates and then to increase all rates 10% across-the-board for 2013.

Kupsik/Hill motion to recommend approval. Alderman Hougen expressed concern with the 10% increase, stating it is much higher than a cost of living increase. He added that the Piers, Harbors and Lakefront Committee made comparisons with Fontana and Williams Bay but those communities offer free parking to boaters. Alderman Hougen further suggested that non-resident property owners be given the same rates as residents because they pay property taxes. Alderman Tolar said he is opposed to the 10% increase but added that the rates need to be set.

Hougen/Kupsik motion to suspend the rules to allow Mayor Connors to address the Committee. Unanimously carried. Mayor Connors said there is an ordinance that requires the City to set the rental rates at the first meeting in February.

Chairperson Hill said she supports the increase because the City's current rates as so out of line compared with the other communities on the lake. Alderman Krohn said rate increases should have been made gradually over time, not in one fell swoop.

Motion failed 2 to 3, with Hougen, Krohn and Tolar opposed.

### **Presentation of Accounts**

Kupsik/Tolar motion to recommend approval of Prepaid Bills in the amount of \$103,753.95. Unanimously carried.

Tolar/Hougen motion to recommend approval of Regular Bills in the amount of \$150,366.32. Unanimously carried.

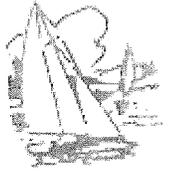
### **Adjournment**

Kupsik/Krohn motion to adjourn at 6:44 p.m. Unanimously carried.

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/s/ Michael D. Hawes, City Clerk

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED  
BY THE FINANCE, LICENSE & REGULATION COMMITTEE**



**REGULAR CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 25, 2013 – 7:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

**AGENDA**

1. Mayor Connors calls the meeting to order
2. Pledge of Allegiance – Alderman Krohn
3. Roll Call
4. Awards, Presentations, and Proclamations
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.
7. Acknowledgement of Correspondence
8. Approve Regular City Council Meeting minutes of February 11, 2013 and Special City Council Meeting minutes of February 15, 2013, as prepared and distributed
9. **CONSENT AGENDA.** Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
  - A. Street Use Permit application submitted by Brandon Presern on behalf of RAM Racing to use S. Lake Shore Drive in front of Big Foot State Park for Big Foot Triathlon on June 23, 2013 from 7 to 11 a.m., including the payment of additional personnel fees prior to issuance of the permit
  - B. Temporary Class “B” License application submitted by Jessica Pacholczak on behalf of St. Francis Parish Life for the sale of fermented malt beverages at St. Francis Parish Life, 148 W. Main Street, Lake Geneva, for Irish Night on March 16, 2013
10. Items removed from the Consent Agenda
11. **Second reading of Ordinance 13-05, amending Chapter 2, Administration, of the Lake Geneva Municipal Code regarding agenda item referrals**
12. **First reading of Ordinance 13-06, amending Chapter 90, Waterways, of the Lake Geneva Municipal Code regarding lakefront rental fees**
13. Referral of request by Windstream Wireless for location of underground conduit through the City of Lake Geneva to Public Works Committee and Plan Commission
14. **Finance, License and Regulation Committee Recommendations – Alderman Hill**

- A. Discussion/Action on Notice of Final Acceptance with Payne and Dolan, Inc. for 2011 Street Maintenance contract
- B. Discussion/Action on Notice of Final Acceptance with Pieper Electric, Inc. for Main Street Traffic Signal Improvements contract
- C. Discussion/Action on award of bid to Gage Marine for furnishing and installing 10 additional pier slips at the West Pier in the amount of \$59,687.00
- D. Discussion/Action on disposal of surplus Street Department equipment (*recommended by Public Works Committee 2/21/13*)
- E. Discussion/Action on award of bid to McCormack and Etten for Dunn Field Restroom design in the amount of \$15,000 (*recommended by Public Works Committee 2/21/13*)
- F. Discussion/Action on additional downtown sidewalk work on north area of Broad Street (*recommended by Public Works Committee 2/21/13*)
- G. **RESOLUTIONS**
  - 1) **Resolution 13-R07, a resolution granting an extension of 2012 sidewalk café permits and establishing parameters for issuing new sidewalk café permits before June 30, 2013**
  - 2) **Resolution 13-R12, a budget amendment appropriating funds to purchase six LUKE pay stations**

**15. Plan Commission Recommendations – Alderman Hougen**

- A. **Resolution 13-R08, authorizing the issuance of a Conditional Use Permit to Vista del Lago Homeowners Association, 1070 S. Lake Shore Drive, Lake Geneva, WI 53147, for landscaping (lawncare) including retaining walls, widening the lake path, remove and replace patio and add fire pit and plantings located in the Lakeshore Overlay District at 1070 South Lake Shore Drive, TAX KEY NO. ZCNV 00001-58, including all staff recommendations and, specifically, that an erosion control plan be submitted and approved prior to permit issuance and that the project is reviewed by the DNR.**
- B. **Resolution 13-R09, authorizing the issuance of a Conditional Use Permit to Daniel Caravette, 664 Cedar Point Drive, Williams Bay, WI 53191, to allow outdoor music including live entertainment (Outdoor Commercial Entertainment) for their existing Outdoor Entertainment area at 642 Main Street, TAX KEY NO. ZOP 00305 including all staff recommendations and, specifically, to include the addition of the four speakers that are currently installed, change the former volleyball area to a dining area, tents as approved by the Fire Department, sound from all outdoor music be limited to no further than the perimeter of the parcel, that live music be limited to acoustic only between 5 p.m. and 9 p.m. Fridays and Saturdays, all outdoor music be no later than 11 p.m. with the music to not be discernible at the lot line, that the conditional use be reviewed again at the November Plan Commission meeting and this conditional use is limited only to this owner and is not transferable.**
- C. **Resolution 13-R10, authorizing the issuance of a Conditional Use Permit to Marina Bay Boat Rentals, 300 Wrigley Drive, PO Box 51, Lake Geneva, WI 53147, to reduce the size of the current pier to 100 feet located in Baker Park in front of 300 Wrigley Drive including all staff recommendations and final approval by the DNR and Army Core of Engineers.**
- D. **Resolution 13-R11, authorizing the issuance of a Conditional Use Permit to Kehoe-Henry & Associates Inc. on behalf of Lake Geneva Joint 1 School District 208 South Street, Lake Geneva, WI 53147, for a gymnasium addition to the North end of the existing school building (Indoor Institutional) located at 535 Sage Street, TAX KEY NO. ZOP 00003A including all staff recommendations and, specifically, that it be subject to a general maintenance easement for any utility repairs that the City may make,**

that final engineering by approved by the City Engineer, that the door to the northwest corner of the building (between the new and old portion) be restricted to emergency access or staff use only and that the School District work with staff to relocate the proposed trees to break up the wall on the north side.

- E. Discussion/Action on a Certified Survey Map filed by Attorney Dennis Lynch on behalf of George and Jacqueline Leedle located in the Town of Linn within the City's extra territorial jurisdiction review area, including a 50' reservation of right-of-way for whichever jurisdiction it may come into and subject to all corrections suggested by the Department of Administration in a letter dated February 4, 2013 and Crispell Snyder in a letter dated February 12, 2013 for Tax Key No. IL24 00006.

**16. Public Works Committee Recommendations – Alderman Mott**

- A. Discussion/Action on dedication of land owned by Trostel, Ltd. Located near 901 Maxwell Street *(recommended by Public Works Committee 2/21/13)*
- B. Discussion/Action on striping and parking space changes on the westbound side of Main Street, east of Center Street *(recommended by Public Works Committee 2/21/13)*

**17. Presentation of Accounts – Alderman Hill**

- A. Purchase Orders
- B. Prepaid Bills in the amount of \$20,926.50
- C. Regular Bills in the amount of \$151,668.16
- D. Acceptance of Monthly Treasurer's Report for November 2012, December 2012 and January 2013

**18.** Motion to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(e) for competitive bargaining reasons for police and fire unions negotiations (Administrator Jordan)

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

**20.** Adjournment

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

2/22/13 3:25PM

cc: Aldermen, Mayor, Administrator, Attorney, Department Heads, Media

**REGULAR CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 11, 2013 – 7:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

Mayor Connors called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was led by Alderman Kupsik.

**Roll Call.** Present: Aldermen Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar. Also present: Administrator Jordan, City Attorney Draper and City Clerk Hawes.

**Awards, Presentations, and Proclamations.**

The Lake Geneva Beautification Committee presented the Mayor's Holiday Decoration Awards.

Mayor Connors announced there will be a primary election for State Supreme Court Justice on Tuesday, February 19. Mr. Connors said all voting will take place at City Hall for this election only.

Mayor Connors announced the Office of Emergency Management will hold a kick-off meeting on February 28, 2013 for its Public/Private Partnership program. Lake Geneva businesses are encouraged to attend to discuss topics on emergency preparedness.

**Re-consider business from previous meeting.** None.

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

Terry O'Neill, 954 George St., Lake Geneva, spoke about Item #14. He suggested the Council remove the requirement that aldermen submit Council agenda items two Fridays prior to the meeting. Mr. O'Neill also addressed Item #17 regarding the slip and buoy lease agreements. He asked the Council to make sure the lease does not renew automatically. Finally, he spoke about the sidewalk café ordinance, asking that outdoor music be allowed as part of the ordinance.

**Acknowledgement of Correspondence.** None.

**Approval of Minutes**

Wall/Kupsik motion to approve the regular meeting minutes of January 28, 2013. Unanimously carried.

**Consent Agenda**

Park Permit Application filed by Jean Mikrut on behalf of Geneva Lakes YMCA for the Shamrock Shuffle 5K and 1 Mile Kids' Run using Veteran's Park on March 16, 2013 from 9-11 a.m. (*recommended by Board of Park Commissioners 2/6/13*)

Original 2012-2013 Operator License applications filed by May A. Manley

Hougen/Wall motion to approve. Unanimously carried.

**Items Removed from the Consent Agenda.**

Park Permit Application filed by Ryan Lasch on behalf of Lake Geneva Jaycees for Easter Egg Hunt using Seminary Park on March 30, 2013 from 8-9 a.m. (*recommended by Board of Park Commissioners 2/6/13*)

Kupsik/Hougen motion to approve the permit for the hours 8 a.m. to 3 p.m. Unanimously carried.

**Park Permit Application filed by Andy Kerwin on behalf of Alzheimer's Association of Southeastern Wisconsin for the 7<sup>th</sup> Annual Walk to End Alzheimer's using Library Park on September 21, 2013 from 7 a.m. to 1 p.m. (recommended by Board of Park Commissioners 2/6/13)**

Hill/Kupsik motion to approve, including waiving the fees for using the six parking stalls for four hours. Mayor Connors stated the parking fees amount to \$24.00. Unanimously carried.

**Park Permit Application filed by Carrie Swatek for the Lake Geneva Hope Walk using Library Park on September 28, 2013 from 6 a.m. to 2 p.m. (recommended by Board of Park Commissioners 2/6/13)**

Hill/Kupsik motion to approve, with the condition that the park fee and security deposit be paid prior to issuance of the permit. Alderman Kupsik said the park fee is \$105.00 and the deposit is \$300.00. Unanimously carried.

**Second reading of Ordinance 13-02, amending Chapter 74, Traffic and Vehicles, of the Lake Geneva Municipal Code, by repealing old traffic sections of the Municipal Code**

Hill/Mott motion to approve.

Hill/Hougen motion for an amendment to the ordinance, adding "except for municipal parking lots located at Sage Street and Seminary Park" at the end of (d)(1). Alderman Hill said these are lots that you can currently park at overnight and it was not the intent of the ordinance to eliminate that. Unanimously carried.

Original motion as amended unanimously carried.

**Second reading of Ordinance 13-03, amending Chapter 74, Traffic and Vehicles, of the Lake Geneva Municipal Code, by adding a section regarding Traffic Control Signal Emergency Preemption Devices**

Hougen/Kupsik motion to approve. City Attorney Draper suggested an amendment that would allow other approved agencies, such as private ambulance companies, to use the preemptive devices.

Hougen/Wall motion for an amendment to the ordinance, adding "or other agency" to (a). Unanimously carried.

Original motion as amended unanimously carried.

**First reading of Ordinance 13-04, amending Chapter 62, Streets, Sidewalks and Other Public Places, of the Lake Geneva Municipal Code**

Alderman Hougen asked if the ordinance addresses live music in the sidewalk café areas. City Attorney Draper said it is not included in the ordinance. He suggested this issue be addressed separately and more comprehensively throughout the City.

Hill/Kehoe motion to suspend the rules and proceed to a second reading. Unanimously carried

Second reading of Ordinance 13-04. Hill/Wall motion to approve.

Mott motion to amend the ordinance to state under (b) that bollards, tables and seats shall not be set out from November 1 to March 30. Amendment failed due to lack of second.

Mott/Hougen motion to amend the ordinance, removing (b)(vii) which prohibits logos on sidewalk café furniture. Alderman Mott said the issue of logos on furniture should not be decided by the ordinance and it should be considered on a case-by-case basis according to the downtown design review procedures. Mayor Connors said the sidewalk café ordinance does not require consideration from the Plan Commission. Motion failed by a vote of 1 to 7, with Hougen, Wall, Hill, Kehoe, Kupsik, Krohn and Tolar opposed.

Alderman Hill asked why the permit year is July 1 to June 30. City Clerk Hawes said alcohol licenses are required to run from July 1 to June 30. He said staff coordinates most City licenses to also go by these dates so that the renewal process can occur more efficiently. City Attorney Draper said the Council would need to

consider a resolution at a subsequent meeting to address how permits will be issued for the period up until June 30, 2013.

Hougen/Hill motion to amend the ordinance, removing the colors green and black in b(viii). Alderman Hougen said black is a standard color for furniture and it would be unreasonable to prohibit it. Unanimously carried.

Alderman Mott said the Council discussed limiting times of the year that sidewalk cafés would be allowed. Mayor Connors said that the discussion had more to do with what times of the year they wouldn't be allowed to keep furniture out overnight.

Roll Call on ordinance as amended: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

**First reading of Ordinance 13-05, amending Chapter 2, Administration, of the Lake Geneva Municipal Code regarding agenda item referrals**

First reading only; no action taken.

**Finance, License and Regulation Committee Recommendations – Alderman Hill**

**Discussion/Action on purchase of additional LUKE pay stations**

Hill/Mott motion to purchase three additional pay stations for beach passes funded by the lakefront fund and to purchase three additional pay stations for parking funded by the parking fund. Alderman Hill said the item was recommended for approval by the Finance, License and Regulation Committee but she voted against it. She said she didn't oppose additional parking spaces or the new beach procedures, but she didn't see the justification for this exact number of new stations. Administrator Jordan said the number of pay stations was based on the number they felt was needed to avoid from people having to walk too far. Alderman Kehoe said Piers, Harbors and Lakefront Committee recommended three pay stations at the beach to make sure they could handle the peak times. She said if they only need two they can stock one as back-up. Alderman Wall said it was agreed that three stations were needed for when there were long lines at the beach. Mayor Connors noted that the beach passes would now only be available from the pay stations at the beach and not at the parking stations.

Roll Call: Hougen, Wall, Mott, Kehoe, Kupsik, Krohn and Tolar voted "yes." Hill voted "no." Motion carried 7 to 1.

**RESOLUTIONS**

**Resolution 13-R04, establishing the 2013 West End Pier, Lagoon Slip, Buoy, Dinghy and Kayak Rack Rates**

Hill motion to deny. Motion failed due to lack of second.

Hill/Wall motion to approve.

Tolar/Krohn motion an amendment to increase rates 5% across-the-board instead of 10%. Alderman Hill spoke in favor of the 10% increase, stating it is needed to get the rates more in line with the market rates. She added that the City continues making purchases out of the lakefront fund without collecting additional revenue. Alderman Wall said he believed the increases should be 10% because boat slips and buoys are a luxury enjoyed by few residents and non-residents. He said the rates would still be a bargain compared to Fontana and Williams Bay. Alderman Kupsik asked why the 10% increase would result in a net increase of 42% for the lagoon slips. Mayor Connors said Resolution 13-04 also includes that the lagoon rate would be increased to the same as the buoy rate. Alderman Krohn said 10% is too steep of an increase in one year. Alderman Hougen agreed, stating that people expect fee changes to be more in line with cost of living changes.

Roll Call: Hougen, Mott, Kehoe, Kupsik, Krohn and Tolar voted "yes." Wall and Hill voted "no." Motion carried 6 to 2.

Roll Call on ordinance as amended: Hougen, Mott, Hill, Kehoe, Krohn and Tolar voted "yes." Wall and Kupsik voted "no." Motion carried 6 to 2.

#### **Plan Commission Recommendations – Alderman Hougen**

**Discussion/Action on an application for Certified Survey Map submitted by Attorney Robert Liebsle on behalf of Margaret T Borg Trust for land located in the Town of Linn that is within the City's extra-territorial plat review jurisdiction (recommended by Plan Commission 1/21/13)**

Hougen/Hill motion to approve the restriction/modification affidavit of correction request of Margaret T. Borg Trust, owner. City Attorney Draper said there was a restriction put on the subject property a long time ago that prevented anyone from building 125 feet from lake. The property owner is asking to have this restriction removed. Unanimously carried.

Hougen/Kupsik motion to authorize Mayor Connors and necessary staff to execute an amended document. Unanimously carried.

#### **Piers, Harbors & Lakefront Committee Recommendations – Alderman Wall**

**Discussion/Action on three year renewal of commercial slip and buoy leases with Gage Marine, Marina Bay, and Geneva Lake Boat Lines**

Wall/Hougen motion to approve commercial slip and buoy leases with Gage Marine, Marina Bay, and Geneva Lake Boat Lines for three years using 2013 rate as set by City Council.

Hill/Kupsik motion for amendment, reinstating the language under item #5 and changing the date from November 15, 2012 to January 1, 2016.

Roll Call on amendment: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

Roll Call on original motion as amended: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

#### **Presentation of Accounts – Alderman Hill**

Hill/Wall motion to approve Prepaid Bills in the amount of \$103,753.95.

Roll Call: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

Hill/Mott motion to approve Regular Bills in the amount of \$150,366.32.

Roll Call: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

#### **Closed Session**

Kupsik/Tolar motion to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation which it is or is likely to become involved in re: Village of Bloomfield Annexation (City Attorney Draper); and pursuant to Wis. Stat. 19.85 (1)(e) for competitive bargaining reasons for police and fire unions negotiations (Administrator Jordan)

Roll Call: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried.

The Council entered into Closed Session at 8:31 p.m.

Kehoe/Kupsik motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in Closed Session.

Roll Call: Hougen, Wall, Mott, Hill, Kehoe, Kupsik, Krohn and Tolar voted "yes." Unanimously carried. The Council reconvened in open session at 9:21 p.m.

Kehoe/Kupsik motion to direct City Attorney Draper to file papers to tax costs from the Village of Bloomfield. Unanimously carried.

Hill/Wall motion to instruct the City Administrator to contact the Police Union as discussed in closed session. Unanimously carried.

**Adjournment**

Mott/Hougen motion to adjourn at 9:23 pm. Unanimously carried.

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/s/ Michael D. Hawes, City Clerk

**THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL**

**SPECIAL CITY COUNCIL MEETING  
FRIDAY, FEBRUARY 15, 2013 – 5:00 PM  
COUNCIL CHAMBERS, CITY HALL**

Mayor Connors called the meeting to order at 5:00 p.m.

**Roll Call.** Present: Aldermen Hougen, Wall, Mott, Hill, Kehoe, Kupsik and Tolar. Not present: Alderman Krohn (excused). Also present: Administrator Jordan, City Attorney Draper and City Clerk Hawes.

**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.**

Lauren Zemlicka spoke on behalf of the Lake Geneva Symphony Orchestra. She requested the Council approve the temporary alcohol license to allow them to serve beer and wine at the gala event at the Riviera on Saturday. She said there will be a quarter barrel of beer and four cases of wine.

**Temporary Class “B” License application submitted by Lake Geneva Symphony Orchestra for the sale of fermented malt beverages and wine at the Riviera for The Symphony Gala on February 16, 2013 at 7 p.m.**

Kupsik/Wall motion to approve. Alderman Kupsik asked for an explanation on holding the special meeting. Mayor Connors said staff has been conferring with the Department of Revenue on alcohol license issues and it was determined that this event required a license. Mr. Connors said staff will be updating its Riviera rental policies to be more specific on these issues. Motion carried by vote of 7 to 0.

**Adjournment**

Mott/Wall motion to adjourn at 5:04 pm. Motion carried by vote of 7 to 0.

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/s/ Michael D. Hawes, City Clerk

**THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL**

# CITY OF LAKE GENEVA STREET USE PERMIT APPLICATION

PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED.

## Application Checklist:

- Certificate of Comprehensive General Liability Insurance** with the City, its employees and agents as additional insured. The insurance shall include coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence. The certificate of insurance shall provide a thirty-day written notice to the city upon cancellation, nonrenewal or material change in the policy.
- Petition designating the proposed area of the street to be used and time for such proposed use**, such petition to be signed by not less than 51% of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit. (Please see the attached sample form.)
- Application Fee** of \$40.00. Events lasting longer than two days require a fee of \$100.00. Fees are payable to the City of Lake Geneva and are due upon application.
- Completed Park Board Permit Application** if the proposed event requires reservation of park space. Park Permit applications must be made at least six (6) weeks in advance of the event.
- Completed Parade & Public Assembly Application** if the proposed event is open to the public.

## EVENT INFORMATION

Applicant Name: Brandon Presern  
Organization Name: RAM Racing  
Mailing Address: 430 Lake Cook Road, Suite C1  
City, State, Zip: Deerfield, IL  
Phone: 312.259.3496 Fax: \_\_\_\_\_  
Event Chair/Contact Person: Brandon Presern  
Chair/Contact Phone: 312.259.3496  
Title of Event: Big Foot Triathlon

Date of Event: June 23, 2013

Location of Event: Bigfoot Beach State Park

Hours: 7:00 AM 11:00 AM  
Start Time End Time

Day of Event Contact Name: Brandon Presern Phone: 312.259.3496

Estimated Attendance Number: 1,000

Basis for Estimate: Based on 2012 participation

Brief Description of Event and proposed Street Use:  
Big Foot Triathlon - USAT certified triathlon; street closures for running leg of race  
S LAKE SHORE DRIVE in front of Big Foot State Park

Description of signage to be used during event (including dimensions):  
Directional signage indicating directions for participants to follow; Directional  
signage facing towards traffic, indicating road closures

**PLEASE ANSWER THE FOLLOWING QUESTIONS COMPLETELY**

1. Do you anticipate the event will require additional services from the City of Lake Geneva, including police, fire protection, EMS, or streets? YES  NO   
If Yes, please explain: Police for traffic control assistance, EMS units for medical support.

2. Will the event require reservation of City park space? YES  NO

RAR 1/7/13  
SIGNATURE OF APPLICANT DATE

***For Office Use Only***

Date Filed with Clerk: 2-12-13

Total Amount: \$ 40.00

Forwarded to Police Chief: 2-12-13

Recommendation: h **Approved** Denied

*SEE Attached  
Wage Reimbursement for  
PD*

FLR Approval: \_\_\_\_\_

Council Approval: \_\_\_\_\_

Permit Issue Date: \_\_\_\_\_

Permit Number: \_\_\_\_\_

Copies Provided to: Police Chief Fire Chief  
Street Superintendent Parking Department

Bigfoot Triathlon Wage reimbursement proposal

Submitted by  
Daniel T. Derrick  
03/19/2012

**Summary-**

Below is the proposal for wage re-imbusement for the Triathlon. Staffing has been increased to allow a more comprehensive plan to be implemented, increasing the safety of the participants.

I have allowed for 6 hrs of total time per Officer, beginning at 6 a.m. and ending at noon. Depending on the length of time the swim & bike events take will ultimately determine the final bill. The amounts listed below are "worst case scenarios".

**Sgt.-**

Pay rate of \$53.78 per hour (to include wages, social security, retirement) X 6 hrs  
equals \$322.68

**Full Time Ofc**

. Pay rate of \$48.64 per hour (to include wages, social security, retirement) X6 hrs  
equals \$291.84

**Reserve Ofc.**

Pay rate of \$19.09 per hour (to include wages, social security, retirement) X 6 hrs.  
equals \$114.54. There will be a total of four Reserve Officers. \$114.54 X 4  
equals \$458.16

**TOTAL-** \$1,072.68

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 2-11-13

Town of Village of City of City of Lake Geneva County of Walworth

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis, Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 3-16-13 and ending 3-16-13 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (Check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name St. Francis Parish Life

(b) Address 148 W. Main St. Lake Geneva City

(c) Date organized

(d) If corporation, give date of incorporation

(e) Names and addresses of all officers:

President Jessica Pachorzak

Vice President Anne Trautner

Secretary

Treasurer

(f) Name and address of manager or person in charge of affair:

Jessica Pachorzak 145 Laurie St. Lake Geneva WI 53147

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 148 W. Main St.

(b) Lot Block

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: parish center

3. NAME OF EVENT

(a) List name of the event Irish Night

(b) Dates of event March 16 2013

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Jessica Pachorzak 2/11/13 St. Francis Parish Life (Name of Organization)

Officer (Signature/date)

Date Filed with Clerk 2-11-13

Date Reported to Council or Board

Date Granted by Council License No.

**SUPPLEMENTAL APPLICATION FORM  
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE  
CITY OF LAKE GENEVA**

*This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.*

Applicant Organization: Saint Francis Parish Ube

Name of Event: Irish night

Date of Event: March 16, 2013

Time of Event: 5pm (Beginning) 9:30pm (Ending)

Event Contact Person: Jessica Pacholczak

Contact Phone: (262) 501-5118 (Day)  
\_\_\_\_\_ (Evening)

**PLEASE FILL ALL BLANKS COMPLETELY.  
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR  
TEMPORARY LICENSE APPLICATION.**

ORDINANCE 13-05

**AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, OF THE  
MUNICIPAL CODE OF THE CITY LAKE GENEVA, WISCONSIN**

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

1. That Section 2-42(e) of Chapter 2, ADMINISTRATION, of the Lake Geneva Municipal Code is hereby amended to read as follows:
  - (c) The City Clerk shall ensure that all items referred to the Council by two Alderman, Mayor, Administrator, committees, boards, or commissions are included in the agenda. Such Referrals from Aldermen must be received by the Clerk two Fridays prior to the scheduled meeting.
2. This ordinance shall take effect upon passage and publication, as provided by law.

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JAMES R. CONNORS, Mayor

Attest:

\_\_\_\_\_  
MICHAEL D. HAWES, City Clerk

First Reading: 02/11/13  
Second Reading: 02/25/13  
Adoption: \_\_\_\_\_  
Published: \_\_\_\_\_

ORDINANCE 13-06

AN ORDINANCE AMENDING CHAPTER 90, WATERWAYS, OF THE MUNICIPAL  
CODE OF THE CITY LAKE GENEVA, WISCONSIN

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

1. That Section 90-192 in Article II, LAKES AND BEACHES, Division 3, LAKE SHORE AND BEACHES, Chapter 90, WATERWAYS, of the Lake Geneva Municipal Code is hereby amended to read as follows:

**Fees.**

The rental fee for each year shall be set by the Council at no later than the first Council meeting in February, and payment for such facilities shall be made on or before March 15 of each year. No refunds shall be made, except as otherwise provided. Renters not making payment by March 15 will be allowed a ten-day grace period to pay rental fees. Renters shall pay a penalty set from time to time by the Council, per day, paid after March 15. Delinquent renters will be notified of the grace period and penalty by certified mail on March 16 of each year.

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

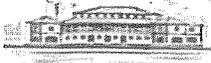
Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JAMES R. CONNORS, Mayor

Attest:

\_\_\_\_\_  
MICHAEL D. HAWES, City Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Adoption: \_\_\_\_\_  
Published: \_\_\_\_\_



# Public Works Committee

Alderman Bill Mott Chairman

Alderman Arleen Krohn

Alderman Gary Hougen

Alderman Al Kupsik

Alderman Sarah Hill

Director of Public Works Daniel S. Winkler, P.E.

Street Superintendent Ron Carstensen

City of Lake Geneva

626 Geneva Street

Lake Geneva, WI 53147-1914

[www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

Phone: (262) 248-3673

DATE: February 21, 2013

## MEMORANDUM

TO: Mayor Jim Connors and Members of the Common Council

FROM: Daniel S. Winkler, P.E.   
Director of Public Works & Utilities

SUBJECT: Windstream Proposal to Run Fiber Optic to Mercy Clinic On Peller Road & Main Street

### BACKGROUND

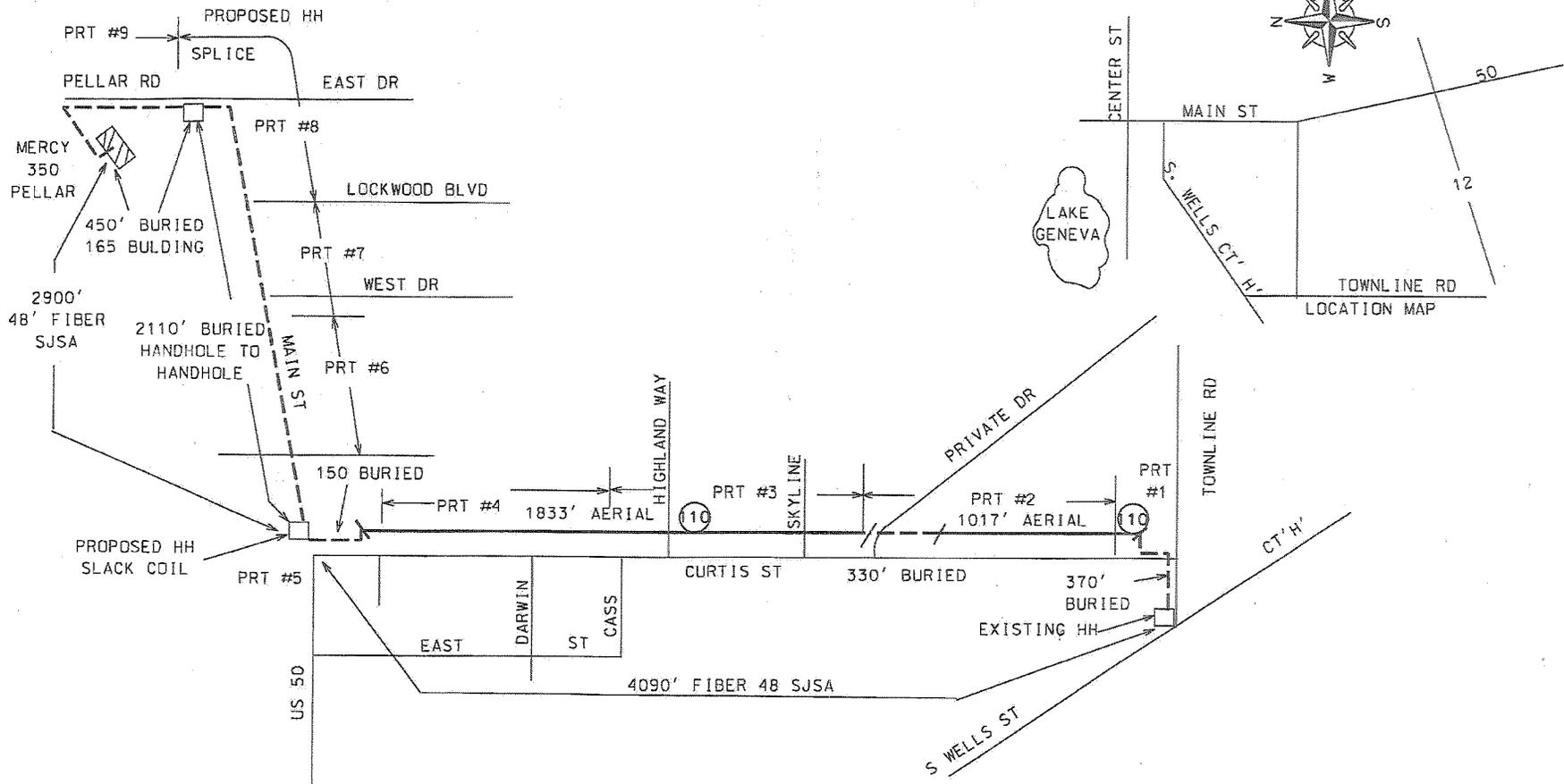
This memorandum is a request to refer a Windstream Wireless proposal to Public Works Committee and Plan Commission.

### DISCUSSION

The last time Windstream Wireless ran fiber optic through our community, the request was reviewed by the Plan Commission and Public Works Committee. They wish to perform another run from Townline Road and Wells Street up Curtis Street to Main Street and east on Main Street to Peller Road. The intent is to service the Mercy Clinic next door to the BP gas station. A plan sheet showing their intentions is attached.

It is requested this item be referred to both the Public Works Committee and Plan Commission for recommendations back to the Common Council at its March 25, 2013 regularly scheduled meeting. The scope of the project and its routing both above and below ground necessitate a thorough review.

Cc: File



**WINDSTREAM KDL, INC.**  
 EVANSTON, IL 60120  
 TEL: 708-486-1000  
 FAX: 708-486-1001

THIS DRAWING AND ANY INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WINDSTREAM KDL, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF WINDSTREAM KDL, INC. ALL RIGHTS RESERVED.

REV	DATE	DESCRIPTION	BY	CHKD

**COVER SHEET**  
 718632351  
**PROJECT: MERCY HEALTH LAKE GENEVA**  
**LOCATION: LAKE GENEVA**  
**WISCONSIN**

DESIGNED BY: MEYER  
 DRAWN BY: GED  
 SCALE: NTS  
 DATE DRAWN: 12/12/12  
 FILE NAME:  
 CONSTRUCTION: DRAWING  
 PROJECT NUMBER:  
 718632351  
 SHEET: C02 TOTAL SHEETS: 4

**FOR CONSTRUCTION**  
 DATE: 12/18/12

ROUTE OVERVIEW





# LAKE GENEVA UTILITY COMMISSION

**Daniel S. Winkler, P.E.**  
*Director of Public Works & Utilities*



**Birdell Brellenthin**  
*Utility Commission President*

**Kent Wiedenhoef**  
*Water Superintendent*

**Scott Tesmer**  
*Wastewater Superintendent*

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361 Main Street • P.O. Box 187 • Lake Geneva, WI 53147 • Phone (262) 248-2311 • Fax (262) 248-0589

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**DATE:** February 13, 2013

## MEMORANDUM

**TO:** Dennis Jordan, City Administrator

**FROM:** Daniel S. Winkler, P.E.   
Director of Public Works & Utilities

**SUBJECT:** 2011 Street Maintenance Contract Final Closeout Documentation

### BACKGROUND

This memorandum closes out the 2011 Street Maintenance Contract with Payne & Dolan.

### DISCUSSION

Attached please find the original copies of the following documents:

- Notice of Final Acceptance & Correction Period
- Payment No. 2 & Final
- Change Order #3
- Change Order #4
- Full Waiver of Construction (Payne & Dolan)
- Final Waiver (Wanasek Corp)
- Final Waiver (The Kuehne Company, Inc.)
- Final Waiver (Hard Rock Saw and Drilling)
- Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination
- Consent of Surety Company to Final Payment

By way of explanation, the adjusted award was \$636,682.60 and final contract amount spent was \$623,170.03, or over \$13,000 less than awarded. The change orders were the mechanism used to do additional work from the priorities list including Pearson Drive, Street Department pavement, and citywide pavement patching which we could do more of due to quantities running lower than estimated on the other streets in the contract.

### RECOMMENDATION

It is recommended to accept the project and make final payment to Payne & Dolan in the amount of \$168,173.93.

# Notice of Final Acceptance and Correction Period

TO: Payne & Dolan, Inc.  
(CONTRACTOR)

ADDRESS: 1700 120<sup>th</sup> Avenue  
Kenosha, WI 53144

FROM: City of Lake Geneva  
(OWNER)

ADDRESS: 626 Geneva Street  
Lake Geneva, WI 53147

Project: 2011 Street Improvement Program

Engineers's Project No. R11-0014-104

To Whom It May Concern:

Final payment of this project has been made, and Final Acceptance by the Owner, as stated in Section 13.07 of the Standard General Conditions, which is the date final payment was made, was achieved as of:

February 11, 2013,

therefore the associated one-year guarantee (Correction Period) will expire on:

February 11, 2014.

City of Lake Geneva

X By: \_\_\_\_\_  
*James R. Connors - Mayor* Date

X By: \_\_\_\_\_  
*Michael Hawes - Clerk* Date

cc: Crispell-Snyder, Inc.

**Contractor's Application for Payment No. 2-Final**

Application Period: thru November 28, 2012		Application Date: December 20, 2012	
To (Owner): City of Lake Geneva	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Crispell-Snyder, Inc.	
Project: 2011 Street Improvement Program	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: R11-0014-104	

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
CO 1		\$114,862.00
CO 2	\$1,530.00	
CO 3	\$3,000.00	
CO 4	\$136,037.77	
<b>TOTALS</b>		
	\$140,567.77	\$114,862.00
<b>NET CHANGE BY CHANGE ORDERS</b>	\$25,705.77	

- ORIGINAL CONTRACT PRICE *(WITH DEDUCTION CO #1)* \$751,544.60 *636,682.66*
- Net change by Change Orders *(ADDITIONAL STREET CURB)* \$25,705.77 *140,567.77*
- Current Contract Price (Line 1 + 2) *(BASED ON QUANTITIES BID)* \$777,250.37
- TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) *(BASED UPON ALL WORK COMPLETED)* \$623,170.03
- RETAINAGE:
  - a. 5% X \$623,170.03 Work Completed..... \$ 0.00
  - b. X \_\_\_\_\_ Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ \_\_\_\_\_
- AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 623,170.03 *(1300 UNDER AWARDED)*
- LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 454,996.10
- LESS LIQUIDATED DAMAGES (Agreement, Par. 3.2)..... \$ 50.00
- LESS ADDITIONAL ENGINEERING COSTS (Supplementary Conditions, Par. 14.10)..... \$ 50.00
- AMOUNT DUE THIS APPLICATION..... \$ 168,173.93 *(FINAL DUE)*
- BALANCE TO FINISH, PLUS RETAINAGE..... \$ 50.00

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *[Signature]* Date: 2/7/2013

Payment of: \$ 168,173.93  
(Line 10 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 2/11/13  
Crispell-Snyder, Inc. - (Engineer) (Date)

Payment of: \$ 168,173.93 2/11/13  
(Line 10 or other - attach explanation of the other amount)

is approved by: *[Signature]* \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

11/28/2012

2-Final

Contractor's Application

12/20/2012

For (contract):				Application Number:							
Application Period:				Application Date:							
A				B	C	D	E	F	G		
Bid Item No.	Item Description	Bid Quantity		Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Finish (B - F)
1	Asphaltic Pavement Milling	2,210	SY	\$2.90	\$6,409.00	1980	\$5,742.00		\$5,742.00	89.6%	\$667.00
2	Remove and Replace Curb and Gutter	30	LF	\$35.00	\$1,050.00	31	\$1,085.00		\$1,085.00	103.3%	-\$35.00
3	Remove and Replace Base Aggregate	515	TON	\$22.00	\$11,330.00						\$11,330.00
4	Asphaltic Concrete Pavement, Type E-0.3	510	TON	\$56.00	\$28,560.00	447.15	\$25,040.40		\$25,040.40	87.7%	\$3,519.60
5	Adjusting Manhole Covers	2	EA	\$450.00	\$900.00						\$900.00
6	Inlet Protection	2	EA	\$60.00	\$120.00						\$0.00
7	Saw-Cutting	60	LF	\$1.50	\$90.00	37	\$55.50		\$55.50	61.7%	\$34.50
8	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00		\$400.00	100.0%	
9	Asphaltic Pavement Milling	1,100	SY	\$2.90	\$3,190.00	1131	\$3,279.90		\$3,279.90	102.8%	-\$89.90
10	Remove and Replace Curb and Gutter	20	LF	\$35.00	\$700.00						\$700.00
11	Remove and Replace Base Aggregate	105	TON	\$22.00	\$2,310.00						\$2,310.00
12	Asphaltic Concrete Pavement, Type E-0.3	250	TON	\$58.00	\$14,500.00	243.65	\$14,131.70		\$14,131.70	97.5%	\$368.30
13	Adjusting Manhole Covers	1	EA	\$600.00	\$600.00						\$600.00
14	Inlet Protection	1	EA	\$60.00	\$60.00						\$60.00
15	Saw-Cutting	83	LF	\$1.50	\$124.50	87	\$130.50		\$130.50	104.8%	-\$6.00
16	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00		\$400.00	100.0%	
17	Common Excavation	1	LS	\$400.00	\$400.00	1	\$400.00		\$400.00	100.0%	
18	Asphaltic Pavement Milling	940	SY	\$3.35	\$3,149.00	965	\$3,232.75		\$3,232.75	102.7%	-\$83.75
19	Remove and Replace Curb and Gutter	33	LF	\$35.00	\$1,155.00	57	\$1,995.00		\$1,995.00	172.7%	-\$840.00
20	Remove and Replace Base Aggregate	275	TON	\$22.00	\$6,050.00	67.8	\$1,491.60		\$1,491.60	24.7%	\$4,558.40
21	Asphaltic Concrete Pavement, Type E-0.3	215	TON	\$59.00	\$12,685.00	209.02	\$12,332.18		\$12,332.18	97.2%	\$352.82
22	Concrete Sidewalk, 4"	50	SF	\$12.50	\$625.00	71	\$887.50		\$887.50	142.0%	-\$262.50
23	Adjusting Manhole Covers	1	EA	\$450.00	\$450.00						\$450.00
24	Inlet Protection	1	EA	\$60.00	\$60.00						\$60.00
25	Saw-Cutting	74	LF	\$1.50	\$111.00	84	\$126.00		\$126.00	113.5%	-\$15.00
26	Lawn Restoration	1	LS	\$300.00	\$300.00						\$300.00
27	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00		\$400.00	100.0%	
28	Pulverize and Relay Asphaltic Pavement	4,320	SY	\$1.44	\$6,220.80	4464	\$6,428.16		\$6,428.16	103.3%	-\$207.36
29	Asphaltic Concrete Pavement, Type E-0.3	995	TON	\$54.50	\$54,227.50	1018.17	\$55,490.27		\$55,490.27	102.3%	-\$1,262.77
30	Adjusting Manhole Covers	5	EA	\$450.00	\$2,250.00	6	\$2,700.00		\$2,700.00	120.0%	-\$450.00
31	Saw-Cutting	25	LF	\$1.50	\$37.50	25	\$37.50		\$37.50	100.0%	
32	Lawn Restoration	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
33	Traffic Control	1	LS	\$600.00	\$600.00	1	\$600.00		\$600.00	100.0%	
34	Asphaltic Pavement Milling	1,675	SY	\$3.00	\$5,025.00	1601	\$4,803.00		\$4,803.00	95.6%	\$222.00
35	Remove and Replace Curb and Gutter	144	LF	\$35.00	\$5,040.00	105	\$3,675.00		\$3,675.00	72.9%	\$1,365.00
36	Remove and Replace Base Aggregate	360	TON	\$22.00	\$7,920.00	483.08	\$10,627.76		\$10,627.76	134.2%	-\$2,707.76
37	Asphaltic Concrete Pavement, Type E-0.3	385	TON	\$56.00	\$21,560.00	401.46	\$22,481.76		\$22,481.76	104.3%	-\$921.76
38	Adjusting Manhole Covers	2	EA	\$450.00	\$900.00						\$900.00
39	Saw-Cutting	54	LF	\$1.50	\$81.00	91	\$136.50		\$136.50	168.5%	-\$55.50
40	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00		\$400.00	100.0%	
41	Asphaltic Pavement Milling	1,045	SY	\$2.90	\$3,030.50	1004	\$2,911.60		\$2,911.60	96.1%	\$118.90

42	Remove and Replace Curb and Gutter	72	LF	\$35.00	\$2,520.00	110	\$3,850.00	\$3,850.00	152.8%	-\$1,330.00
43	Remove and Replace Base Aggregate	95	TON	\$22.00	\$2,090.00	66.1	\$1,454.20	\$1,454.20	69.6%	\$635.80
44	Asphaltic Concrete Pavement, Type E-0.3	240	TON	\$58.50	\$14,040.00	223.96	\$13,101.66	\$13,101.66	93.3%	\$938.34
45	Adjusting Manhole Covers	3	EA	\$450.00	\$1,350.00	1	\$450.00	\$450.00	33.3%	\$900.00
46	Saw-Cutting	92	LF	\$1.50	\$138.00	104	\$156.00	\$156.00	113.0%	-\$18.00
47	Traffic Control	1	LS	\$300.00	\$300.00	1	\$300.00	\$300.00	100.0%	
48	Asphaltic Pavement Milling	1,150	SY	\$2.90	\$3,335.00	933	\$2,705.70	\$2,705.70	81.1%	\$629.30
49	Remove and Replace Curb and Gutter	115	LF	\$35.00	\$4,025.00	100	\$3,500.00	\$3,500.00	87.0%	\$525.00
50	Remove and Replace Base Aggregate	180	TON	\$22.00	\$3,960.00	20	\$440.00	\$440.00	11.1%	\$3,520.00
51	Asphaltic Concrete Pavement, Type E-0.3	265	TON	\$57.00	\$15,105.00	294.39	\$16,780.23	\$16,780.23	111.1%	-\$1,675.23
52	Adjusting Manhole Covers	2	EA	\$450.00	\$900.00					\$900.00
53	Inlet Protection	5	EA	\$60.00	\$300.00					\$300.00
54	Saw-Cutting	175	LF	\$1.50	\$262.50	163	\$244.50	\$244.50	93.1%	\$18.00
55	Pavement Marking, 6", Crosswalk, White, Epoxy	44	LF	\$10.00	\$440.00					\$440.00
56	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00	\$400.00	100.0%	
57	Asphaltic Pavement Milling	1,560	SY	\$2.85	\$4,446.00	1424	\$4,058.40	\$4,058.40	91.3%	\$387.60
58	Remove and Replace Curb and Gutter	20	LF	\$35.00	\$700.00	10	\$350.00	\$350.00	50.0%	\$350.00
59	Remove and Replace Base Aggregate	35	TON	\$22.00	\$770.00					\$770.00
60	Asphaltic Concrete Pavement, Type E-0.3	360	TON	\$56.50	\$20,340.00	340.9	\$19,260.85	\$19,260.85	94.7%	\$1,079.15
61	Adjusting Manhole Covers	3	EA	\$450.00	\$1,350.00					\$1,350.00
62	Saw-Cutting	52	LF	\$1.50	\$78.00	55	\$82.50	\$82.50	105.8%	-\$4.50
63	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00	\$400.00	100.0%	
64	Asphaltic Pavement Milling	1,585	SY	\$2.90	\$4,596.50	1469	\$4,260.10	\$4,260.10	92.7%	\$336.40
65	Remove and Replace Curb and Gutter	80	LF	\$35.00	\$2,800.00	92	\$3,220.00	\$3,220.00	115.0%	-\$420.00
66	Remove and Replace Base Aggregate	70	TON	\$22.00	\$1,540.00	96.34	\$2,119.48	\$2,119.48	137.6%	-\$579.48
67	Asphaltic Concrete Pavement, Type E-0.3	365	TON	\$57.00	\$20,805.00	386.2	\$22,013.40	\$22,013.40	105.8%	-\$1,208.40
68	Adjusting Manhole Covers	2	EA	\$450.00	\$900.00					\$900.00
69	Inlet Protection	3	EA	\$60.00	\$180.00					\$180.00
70	Saw-Cutting	27	LF	\$1.50	\$40.50	29	\$43.50	\$43.50	107.4%	-\$3.00
71	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00	\$400.00	100.0%	
72	Asphaltic Pavement Milling	1,400	SY	\$2.80	\$3,920.00	1213	\$3,396.40	\$3,396.40	86.6%	\$523.60
73	Remove and Replace Curb and Gutter	112	LF	\$35.00	\$3,920.00	114	\$3,990.00	\$3,990.00	101.8%	-\$70.00
74	Remove and Replace Base Aggregate	200	TON	\$22.00	\$4,400.00	65.79	\$1,447.38	\$1,447.38	32.9%	\$2,952.62
75	Asphaltic Concrete Pavement, Type E-0.3	320	TON	\$57.00	\$18,240.00	295.02	\$16,816.14	\$16,816.14	92.2%	\$1,423.86
76	Adjusting Manhole Covers	2	EA	\$450.00	\$900.00					\$900.00
77	Inlet Protection	3	EA	\$60.00	\$180.00					\$180.00
78	Saw-Cutting	82	LF	\$1.50	\$123.00	52	\$78.00	\$78.00	63.4%	\$45.00
79	Traffic Control	1	LS	\$300.00	\$300.00	1	\$300.00	\$300.00	100.0%	
80	Asphaltic Pavement Milling	2,085	SY	\$2.80	\$5,838.00	2003	\$5,608.40	\$5,608.40	96.1%	\$229.60
81	Remove and Replace Curb and Gutter	43	LF	\$35.00	\$1,505.00	28	\$980.00	\$980.00	65.1%	\$525.00
82	Remove and Replace Base Aggregate	190	TON	\$22.00	\$4,180.00	21.42	\$471.24	\$471.24	11.3%	\$3,708.76
83	Asphaltic Concrete Pavement, Type E-0.3	480	TON	\$56.00	\$26,880.00	476.19	\$26,666.64	\$26,666.64	99.2%	\$213.36
84	Adjusting Manhole/Inlet Covers	6	EA	\$450.00	\$2,700.00					\$2,700.00
85	Inlet Protection	4	EA	\$60.00	\$240.00					\$240.00
86	Saw-Cutting	85	LF	\$1.50	\$127.50	86	\$129.00	\$129.00	101.2%	-\$1.50
87	Traffic Control	1	LS	\$400.00	\$400.00	1	\$400.00	\$400.00	100.0%	
88	Asphaltic Pavement Milling	3,930	SY	\$2.35	\$9,235.50					\$9,235.50
89	Remove and Replace Curb and Gutter	10	LF	\$35.00	\$350.00	11	\$385.00	\$385.00	110.0%	-\$35.00
90	Remove and Replace Base Aggregate	160	TON	\$22.00	\$3,520.00					\$3,520.00
91	Asphaltic Concrete Pavement, Type E-0.3	900	TON	\$54.50	\$49,050.00					\$49,050.00
92	Adjusting Manhole Covers	4	EA	\$450.00	\$1,800.00					\$1,800.00
93	Inlet Protection	5	EA	\$60.00	\$300.00					\$300.00



Item	Description	Quantity	Unit	Rate	Amount	Quantity	Rate	Amount	Quantity	Rate	Amount	Percentage	Balance
CO2	CO 2 - High Early Concrete, Castings												
1	Curb and Gutter (High Early) Logan St.	1	LS										
2	Curb and Gutter (High Early) East St.	1	LS	\$300.00	\$300.00								
3	Section 20 (Castings)	1	LS	\$300.00	\$300.00								
CO3	Additional Shouldering	1	LS	\$930.00	\$930.00								
4	Shouldering (Host Drive)												
CO4	Pearson, Street Dept, Patching at Rolling LN and Downtown, Pearson	1	LS	\$3,000.00	\$3,000.00								
88	Asphaltic Pavement Milling												
90	Remove and Replace Base Aggregate	3930	SY	\$ 2.55	\$10,021.50	3194	\$8,144.70	\$8,144.70				81.3%	\$1,876.80
91	Asphaltic Concrete Pavement, Type E-0.3	160	TON	\$ 28.00	\$4,480.00	362	\$10,136.00	\$10,136.00				226.3%	-\$5,656.00
92	Adjusting Manhole Covers	900	TON	\$ 59.45	\$53,505.00	1009	\$59,985.05	\$59,985.05				112.1%	-\$6,480.05
93	Inlet Protection	4	EA	\$ 450.00	\$1,800.00	1	\$450.00	\$450.00				25.0%	\$1,350.00
94	Saw-Cutting	5	EA	\$ 60.00	\$300.00								\$300.00
95	Traffic Control	54	LF	\$ 1.50	\$81.00	65	\$97.50	\$97.50				120.4%	-\$16.50
	Street Department	1	LS	\$ 400.00	\$400.00	1	\$400.00	\$400.00				100.0%	
123	Asphaltic Pavement Milling												
124	Remove and Replace Base Aggregate	2222	SY	\$ 3.11	\$6,910.42	1547	\$4,811.17	\$4,811.17				69.6%	\$2,099.25
125	Asphaltic Concrete Pavement, Type E-0.3	195	TON	\$ 24.29	\$4,736.55	56	\$1,360.24	\$1,360.24				28.7%	\$3,376.31
	Patching Misc Areas	639	TON	\$ 64.80	\$41,407.20	357.50	\$23,166.00	\$23,166.00				55.9%	\$18,241.20
137	Removing Pavement, Variable Depth												
139	Remove and Replace Base Aggregate	293	SY	\$ 2.70	\$791.10	483	\$1,304.10	\$1,304.10				164.8%	-\$513.00
140	Asphaltic Concrete Pavement, Type E-0.3	129	TON	\$ 25.00	\$3,225.00								\$3,225.00
		70	TON	\$ 144.00	\$10,080.00	213	\$30,672.00	\$30,672.00				304.3%	-\$20,592.00
	Restoration	1	LS	\$ (1,700.00)	-\$1,700.00	1	-\$1,700.00	-\$1,700.00				100.0%	
	Totals				\$751,544.60		\$623,170.03	\$623,170.03				82.9%	\$128,374.58

# Change Order

No. 3

Date of Issuance: 11/26/2012 Effective Date: 11/26/2012

Project: 2011 Street Improvement Program	Owner: City of Lake Geneva	Owner's Contract No.:
Contract:		Date of Contract: 8/22/2011
Contractor: Payne & Dolan, Inc		Engineer's Project No.: R11-0014-104

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Item	Description	Unit	Quantity	Value
a	Shouldering along a portion of Host Drive	LS	1	\$3,000.00
Total				\$3,000.00 Increase

Reason for Change Order:

a Requested by City for protection from truck traffic

Attachments: (List documents supporting change) NONE.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>751,544.60</u>	Original Contract Times: Substantial completion (days or date): <u>October 28, 2011</u> Final completion (days or date): <u>November 10, 2011</u>
<del>Increase</del> [Decrease] from previous approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>-\$113,332.00</u>	[Increase] [Decrease] from previous Change Orders: No. <u>-</u> - <u>-</u> : Substantial Completion (days): <u>0</u> Final completion (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>\$638,212.60</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>October 28, 2011</u> Final completion (days or date): <u>November 10, 2011</u>
[Increase] [Decrease] of this Change Order: \$ <u>\$3,000.00</u>	[Increase] [Decrease] this Change Order: Substantial completion (days or date): <u>375</u> Final completion (days): <u>375</u>
Contract Price incorporating this Change Order: \$ <u>\$641,212.60</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 6, 2012</u> Final completion (days or date): <u>November 19, 2012</u>

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: 11/28/12

ACCEPTED:

By: [Signature]  
OWNER (Authorized Signature)

Date: 2/11/13

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)  
Raymond A. Postolnik, Agent

Date: 11/26/2012

Approved by Funding Agency (if applicable):

Date: \_\_\_\_\_

EJCDC C-941 Change Order  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.  
Revised by Crispell-Snyder, Inc. - March 13, 2002; Changed to Excel Format - March, 2010; Adjusted Fonts - December, 2010.



# Change Order

No. 4

Date of Issuance: 1/23/2013 Effective Date: 1/23/2013

Project: 2011 Street Improvement Program	Owner: City of Lake Geneva	Owner's Contract No.:
Contract:		Date of Contract: 8/22/2011
Contractor: Payne & Dolan, Inc		Engineer's Project No.: R11-0014-104

The Contract Documents are modified as follows upon execution of this Change Order:

Item	Description	Unit	Quantity	Unit Price	Value
<b>Pearson Drive</b>					
88	Asphaltic Pavement Milling	SY	3,930	\$2.55	\$10,021.50
90	Remove and Replace Base Aggregate	TON	160	\$28.00	\$4,480.00
91	Asphaltic Concrete Pavement, Type E-0.3	TON	900	\$59.45	\$53,505.00
92	Adjusting Manhole Covers	EA	4	\$450.00	\$1,800.00
93	Inlet Protection	EA	5	\$60.00	\$300.00
94	Saw-Cutting	LF	54	\$1.50	\$81.00
95	Traffic Control	LS	1	\$400.00	\$400.00
<b>Street Department</b>					
123	Asphaltic Pavement Milling	SY	2,222	\$3.11	\$6,910.42
124	Remove and Replace Base Aggregate	TON	195	\$24.29	\$4,736.55
125	Asphaltic Concrete Pavement, Type E-0.3	TON	639	\$64.80	\$41,407.20
<b>Patching Misc Areas</b>					
137	Removing Pavement Variable Depth	SY	293	\$2.70	\$791.10
139	Remove and Replace Base Aggregate	TON	129	\$25.00	\$3,225.00
140	Asphaltic Concrete Pavement, Type E-0.3	TON	70	\$144.00	\$10,080.00
<b>General Areas</b>					
	Restoration	LS	1	-\$1,700.00	(\$1,700.00)
<b>Total</b>					<b>\$136,037.77</b>



Reason for Change Order:  
 Additional areas added due to quantity underruns.  
 Restoration removed due to completion by other contractor.

Attachments: (List documents supporting change) NONE.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>751,544.60</u>	Original Contract Times: Substantial completion (days or date): <u>October 28, 2011</u> Final completion (days or date): <u>November 10, 2011</u>
[Increase][Decrease] from previous approved Change Orders No. <u>-</u> to No. <u>3</u> : \$ <u>-\$110,332.00</u>	[Increase][Decrease] from previous Change Orders: No. <u>1</u> to <u>3</u> : Substantial Completion (days): <u>375</u> Final completion (days): <u>375</u>
Contract Price prior to this Change Order: \$ <u>\$641,212.60</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>November 6, 2012</u> Final completion (days or date): <u>November 19, 2012</u>
[Increase][Decrease] of this Change Order: \$ <u>\$136,037.77</u>	[Increase][Decrease] this Change Order: Substantial completion (days or date): <u>0</u> Final completion (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>\$777,250.37</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 6, 2012</u> Final completion (days or date): <u>November 19, 2012</u>

RECOMMENDED: By: <u>[Signature]</u> ENGINEER (Authorized Signature) Date: <u>2/11/13</u>	ACCEPTED: By: <u>[Signature]</u> OWNER (Authorized Signature) Date: <u>2/14/13</u>	ACCEPTED: By: <u>[Signature]</u> CONTRACTOR (Authorized Signature) Date: <u>2/17/2013</u>
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Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**FULL WAIVER OF CONSTRUCTION LIEN**

§779.05, Wis. Stats.

Date: **January 7, 2013**

- 1. Claimant's Name: **Payne & Dolan, Inc.**  
Claimant's Address: **1740 120th Avenue, Kenosha, WI 53144**
  
- 2. Property Improved by Contractor's Work (check one):
  - Street address: **City of Lake Geneva 2011 Street Improvement Program**
  - Legal description attached.
  
- 3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

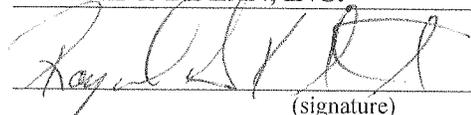
**CITY OF LAKE GENEVA**  
**626 Geneva Street**  
**Lake Geneva, WI 53147**

- 4. Waiver of lien rights is made for (select one):
  - The following work:  
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
  - All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.
  
- 5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By:



(signature)

Authorized Agent's Name: **Raymond A. Postotnik**

(print name of person signing above)

Title: **Agent**

Address: **1740 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**



**THE WANASEK CORP.**  
EXCAVATION & UTILITY CONTRACTOR

Final Waiver of Construction Lien, Payment  
Bond and Lien on Funds

January 7, 2013

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and building being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and © rights and claims for lien on money, bonds or warrants due or to become due to the prime contractor therefore. The property covered by this waiver is owned by City of Lake Geneva

(owner), is located at Lake Geneva, WI

in the County of Walworth Wisconsin, is described as

2011 Street Improvements

and this waiver pertains to a portion of the work to be performed by Payne & Dolan, Inc. (prime contractor)

This waiver covers all labor, material and supplies for construction, alteration, erection and repair furnished by the undersigned under a contract with Payne & Dolan, Inc.

through the date of this waiver in \$52,972.80 Full & Final

of this Waiver of Lien which is given solely with respect to said amount and which waiver shall be effective only upon receipt of payment thereof by the undersigned.

Company Name The Wanasek Corp.

By [Signature]

Its Kevin Bird - Vice President



FINAL LIEN WAIVER

Christy Ugrotzi, being duly sworn, deposes and says that she make(s) this affidavit on behalf of **The Kuehne Company, Inc.**, having entered into agreement with **CONTRACTOR: Payne and Dolan** for the **PROJECT: City of Lake Geneva 2011**

All labor, material and services committed for have been paid and indebtedness discharged to the date of this Affidavit. The undersigned does hereby waive, release and relinquish any and all claims or right of lien which the undersigned may now have upon the premises above described, for labor and material, general supervision of construction or alteration, and/or otherwise.

This waiver of lien is subject to the undersigned receipt of and proper clearing of above listed payment amount.

THE KUEHNE COMPANY, INC.

By: Christy Ugrotzi  
Title: Controller

State of Wisconsin  
County of Milwaukee

Before me, Notary Public, in and for said County and State, personally appeared the above named **Christy Ugrotzi**, to me known to be the Controller of **The Kuehne Company, Inc.**, which executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument for, and on behalf of said Corporation being thereto duly authorized.

Sworn to before me and subscribed in my presence this **10th** day of January **2013**.

Rebecca A. Deibel  
Notary Public

My Commission Expires: 04-27-14

WAIVER OF LIEN

For value received, I hereby waive Jan 14 2003 all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Lake Geneva owner  
by Hard Rock Sawing & Drilling Sp. Co contractor  
for sewer cutting  
same being situated in Walworth County, State of Wisconsin, described as

2011 St. Replacement  
Project # R-11-0014-104  
Amount \$4,031.77

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except,

none  
Hard Rock Sawing & Drilling Sp.  
Mary E Swatcher  
Mary E Swatcher president

252546

State of Wisconsin  
Department of Workforce Development  
Equal Rights Division

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

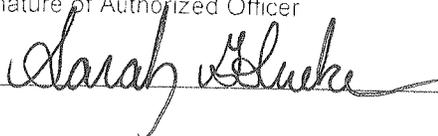
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of Wisconsin)	Project Name City of Lake Geneva 2011 Street Improvement Program	
	DWD Determination Number 201102686	Project Number (if applicable) R11-0014-104
County Of Kenosha)	Date Determination Issued 7/21/2011	Date of Contract 8/29/2011
	Awarding Agency City Of Lake Geneva	
	Date Work Completed 11/8/2012	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit Payne & Dolan, Inc.				
Street Address 1700 120 <sup>th</sup> Ave.	City Kenosha	State WI	Zip Code 53144	Telephone Number (262) 859-3081
Print Name of Authorized Officer Sarah Golueke			Date Signed 11/9/13	
Signature of Authorized Officer 				

## List of Agents and Subcontractors

Name The Kuehne Company			Name Hard Rock Sawing & Drill		
Street Address P.O. Box 287			Street Address P.O. Box 718		
City Oak Creek	State WI	Zip Code 53154	City Keshena	State WI	Zip Code 54135
Telephone Number (414) 764-4340			Telephone Number (715) 799-3823		
Name The Wanasek Corp.			Name Mann Bros., Inc.		
Street Address 29606 Durand Ave.			Street Address P.O. Box 103		
City Burlington	State WI	Zip Code 53105	City Elkhorn	State WI	Zip Code 53121
Telephone Number (262) 763-3561			Telephone Number (262) 723-5502		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

**If you have any questions call (608) 266-0028**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No 929532647

**PROJECT:**  
(name, address)

**TO (Owner)**

CITY OF LAKE GENEVA  
626 Geneva Street  
Lake Geneva WI 53147

ARCHITECT'S PROJECT NO:  
CONTRACT FOR:  
2011 Street Improvement Program - Project No. R11-0014-104  
CONTRACT DATE: 8/22/2011

**CONTRACTOR: PAYNE & DOLAN, INC.**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

WESTERN SURETY COMPANY  
101 South Phillips Avenue  
Sioux Falls SD 57104

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PAYNE & DOLAN, INC.  
1700 120th Avenue  
Kenosha WI 53144

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF LAKE GENEVA  
626 Geneva Street  
Lake Geneva WI 53147

, OWNER,

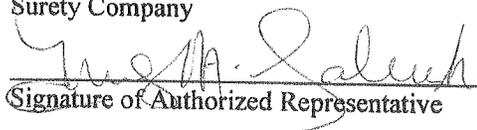
as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,  
the Surety Company has hereunto set its hand this

4th day of January, 2013

WESTERN SURETY COMPANY

Surety Company

  
Signature of Authorized Representative

Trudy A. Szalewski  
Title

Attorney-in-Fact

Attest:  
(Seal):



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jeffrey R Meisinger, Kelly Cody, Kent Arps, Roxanne Jensen, Individually of Green Bay, Wisconsin**  
**Trudy A Szalewski, Christopher H Kondrick, Brian Krause, Cheryl Siem, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2012.

WESTERN SURETY COMPANY



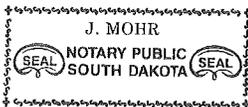
*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of January 2013.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

February 18, 2013

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

Attn: Mr. Dan Winkler, P.E.  
Director of Public Works

Re: Application for Payment No. 4 (Final)  
Main Street Traffic Signal Improvements - Rebid  
Project No. R11-0014-105-Rebid

Dear Dan,

We have inspected the above referenced project and find it in order. Therefore, it is our recommendation that the City of Lake Geneva grant final acceptance of the Main Street Traffic Signal Improvements - Rebid project.

Enclosed for your use in payment to Pieper Electric, Inc. in the amount of \$6,179.04 is Application for Payment No. 4 (Final). Also enclosed are the following documents:

- Lien Waivers
- Prime Contractor's Affidavit of Compliance with Prevailing Wage Rate Determination
- Consent of Surety to Final Payment
- Contractor Certificate of Insurance
- Notice of Final Acceptance and Correction Period

Upon project acceptance by the City of Lake Geneva, please sign and indicate the date of acceptance and subsequent expiration date of the correction period on all three copies of the Notice of Final Acceptance and Correction Period, retain a copy for your files, and return the remaining two copies to our office.

Should you have any questions, please feel free to contact me at our Lake Geneva office.

Sincerely,

CRISPELL-SNYDER, INC.



Seth Ricker  
Construction Services Manager

Encl: As Noted

cc: Luke Krantz – Pieper Electric, Inc.

**Lake Geneva**  
700 Geneva Pkwy.  
P.O. Box 550  
Lake Geneva, WI 53147  
262.348.5600  
FAX 262.348.9979

**Milwaukee Regional**  
W175 N11081 Stonewood Dr.  
Suite 103  
Germantown, WI 53022  
262.250.8000  
FAX 262.250.8011

**Madison**  
5315 Wall Street  
Suite 165  
Madison, WI 53718  
608.244.6277

**Racine**  
6011 Durand Ave.  
Suite 500  
Mount Pleasant, WI 53406  
262.554.8530  
FAX 262.554.1503

**Fox Valley**  
P.O. Box 10  
Bear Creek, WI 54922  
715.752.4620  
FAX 715.752.4595

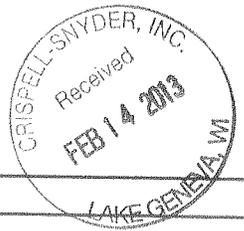


Progress Estimate

Contractor's Application

For (contract): Main Street Traffic Signal Improvements - Rebid - City of Lake Geneva - Walworth County - Wisconsin							Application Number: 3				
Application Period: Through 1/27/13							Application Date: 1/23/2013				
A				B	C	D	E	F		G	
Bid Item No	Item Description	Bid Quantity		Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Finish (B - F)
1	Surface Removal and Replacement	1	LS	\$40,000.00	\$40,000.00	1.0	\$40,000.00		\$40,000.00	100.0%	
2	Inlet Protection	2	EA	\$110.00	\$220.00						\$220.00
3	Lawn Restoration	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
4	Pavement Marking Removal	330	LF	\$1.50	\$525.00						\$525.00
5	Pavement Marking Arrow, Removal	6	EA	\$75.00	\$450.00						\$450.00
6	Pavement Marking, 4", Epoxy	475	LF	\$1.80	\$855.00						\$855.00
7	Pavement Marking, 6", Epoxy	40	LF	\$5.50	\$220.00						\$220.00
8	Pavement Marking, 8", Epoxy	230	LF	\$3.60	\$828.00						\$828.00
9	Pavement Marking, 12", Epoxy	75	LF	\$5.50	\$412.50						\$412.50
10	Pavement Marking, Arrow, Epoxy, Type 1	2	EA	\$200.00	\$400.00						\$400.00
11	Pavement Marking, Arrow, Epoxy, Type 2	4	EA	\$250.00	\$1,000.00						\$1,000.00
12	Traffic Signals	1	LS	\$66,860.00	\$66,860.00	1.0	\$66,860.00		\$66,860.00	100.0%	
13	Emergency Vehicle Preemption System	1	LS	\$9,535.00	\$9,535.00	1.0	\$9,535.00		\$9,535.00	100.0%	
14	CO #1	1	LS			1.0	\$1,359.84		\$1,359.84		-\$1,359.84
15	CO #2	1	LS			1.0	\$2,326.03		\$2,326.03		-\$2,326.03
Totals					\$124,806.50		\$123,589.87		\$123,589.87	99.0%	\$1,216.63

**FINAL WAIVER OF LIEN**



STATE OF: Wisconsin  
 COUNTY OF: Racine  
 TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Pieper Electric, Inc  
 to furnish Concrete Work  
 for the premises known as Main Street Traffic Signal  
 of which City of Lake Geneva is the owner.

THE undersigned, for and in consideration of TwoThousand One Hundred Three dollars and no cents  
 (\$ 2,103.20 ) Dollars, and other good and valuable consideration, the receipt whereof hereby acknowledged, do(es)  
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of \_\_\_\_\_, relating to construction or  
 mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or  
 machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material,  
 fixtures, apparatus or machinery, furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS \*

Given under my hand and sealed this 30th day of JANUARY, 20 13.  
 Signature and Seal: Susan Landis, Secretary

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed, and title of  
 officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself  
 as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF: Wisconsin  
 COUNTY OF: Racine  
 TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is (position): Corporate Secretary  
 of the A.W. Oakes + Son Inc  
 who is the contractor furnishing Concrete Work work on the  
 building located at Main Street Traffic Signal  
 owned by City of Lake Geneva

That the total amount of the contract, including extras is \$ 42,064.00 on which he has received payment of  
\$42,064.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and  
 that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished  
 material or labor, or both for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into  
 the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete  
 said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>A.W. Oakes + Son, Inc</u>	<u>Concrete Work</u>	<u>3853</u>			
<u>OTTO Jacobs Company</u>	<u>Concrete Material</u>	<u>3511</u>			
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS * TO COMPLETE					<u>0</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other  
 work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 30th day of January, 20 13.

Signature: Susan Landis, Secretary

Subscribed and sworn to before me this 30th day of January, 20 13.

Kelly Hanaga  
 Notary Public  
 exp: 6/15/14

\* Extras include but are not limited to change orders, both oral & written to the contract.

### A. W. Oakes & Son, Inc.

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 12033- Pieper Electric-City of Lake Geneva, Main St. Traffic Signal

**Subcontractor:** OTTO JACOBS COMPANY LLC.  
P.O. BOX 789  
LAKE GENEVA, WI 53147

The Undersigned, hereby acknowledges receipt of payment in full from A. W. Oakes & Son, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or A. W. Oakes & Son, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1/30/13

Firm Name: Otto Jacobs Company LLC

By: [Signature]

Title: Business Manager

## Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.  
 The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.  
 Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the Awarding Agency indicated below.

State Of <u>WI</u> )  ) SS  County Of <u>Milwaukee</u>	Project Name <u>Main Street Traffic Signal</u>	
	DWD Determination Number <u>201200530</u>	Project Number (if applicable)
	Date Determination Issued <u>2/23/2012</u>	Date of Contract <u>7/26/2012</u>
	Awarding Agency <u>City of Lake Geneva</u>	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit <u>Papa Electric, Inc.</u>					
Street Address <u>5070 N 38th Street</u>		City <u>Milwaukee</u>	State <u>WI</u>	Zip Code <u>53209</u>	Telephone Number <u>414 462 7700</u>
Print Name of Authorized Officer <u>Dan Melstrand</u>			Date Signed <u>2/12/12</u>		
Signature of Authorized Officer 					

## List of Agents and Subcontractors

Name <i>A.W. Dales</i>			Name		
Street Address <i>2000 Dales Road</i>			Street Address		
City State <i>Racine</i>	Zip Code <i>WI 53406</i>		City State	Zip Code	
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City State	Zip Code		City State	Zip Code	
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City State	Zip Code		City State	Zip Code	
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City State	Zip Code		City State	Zip Code	
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City State	Zip Code		City State	Zip Code	
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City State	Zip Code		City State	Zip Code	
Telephone Number			Telephone Number		

**If you have any questions call (608) 266-0028**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No 9038225

**PROJECT:**  
(name, address)

**TO (Owner)**

CITY OF LAKE GENEVA  
626 Geneva Street  
 Lake Geneva WI 53147

ARCHITECT'S PROJECT NO:  
**CONTRACT FOR:**  
Main Street Traffic Signal Improvements-Rebid  
 **CONTRACT DATE:** 7/23/2012

**CONTRACTOR:** PIEPER ELECTRIC, INC.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
1400 American Lane  
Schaumburg IL 60196-1056

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

PIEPER ELECTRIC, INC.  
5070 North 35th Street  
Milwaukee WI 53209

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

CITY OF LAKE GENEVA  
626 Geneva Street  
Lake Geneva WI 53147

, OWNER,

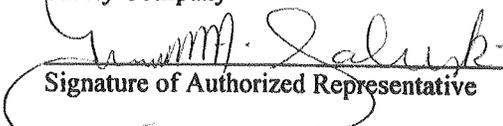
as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,

the Surety Company has hereunto set its hand this 11th day of February, 2013

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Company

  
Signature of Authorized Representative

Trudy A. Szalewski

Attorney-in-Fact

Title

Attest:  
(Seal): 

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Trudy A. SZALEWSKI, Christopher H. KONDRICK, Cheryl SIEM and Brian KRAUSE**, all of Milwaukee, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 2nd day of November, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Gregory E. Murray*

Gregory E. Murray Assistant Secretary

*Theodore G. Martinez*

By:

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of November, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 11<sup>th</sup> day of Feb., 2013.

*Ronald F. Halley*

Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (920) 437-7123	FAX (A/C. No.): (920) 431-6345	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Pieper Electric, Inc. 5070 N. 35th Street Milwaukee WI 53209 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: The Travelers Indemnity Co.		25658
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: Navigators Insurance Co		42307
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER: 570047327388**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			VTK-CO-3048P729-IND-12 GL	01/01/2012	01/01/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VTK-CAP-3048P730-TIL-12 Automobile	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CHI2EXC722431iv Umbrella	01/01/2012	01/01/2013	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VTRJ-UB-3048P717-12 workers compensation	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

"REVISED CERTIFICATE; Certificate dated 8-15-12 is hereby null and void."

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: BRANCH / DEPT: 05-12 - PROJECT MANGER: LUKE KRANTZ. PIEPER JOB #12112 - PIEPER CONTRACT #R11-0014-105-REBID - MAIN STREET TRAFFIC SIGNAL IMPROVEMENT - REBID. ADDITIONAL INSURED ON THE GENERAL LIABILITY THE CITY OF LAKE GENEVA & CRISPELL-SNYDER AS RESPECTS THE PROJECT NAMED ABOVE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION / NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  CITY OF LAKE GENEVA 626 GENEVA STREET LAKE GENEVA WI 53147 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc</i>
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Holder Identifier : 570047327388 Certificate No : 570047327388



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): (920) 437-7123      FAX (A/C. No.): (920) 431-6345 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 570000003971	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Continental Casualty Company      20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier:

COVERAGES      CERTIFICATE NUMBER: 570047351894      REVISION NUMBER:

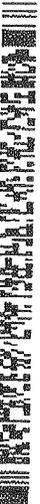
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: BRANCH / DEPT: 05-12 - PROJECT MANGER: LUKE KRANTZ. PIEPER JOB #12112 - PIEPER CONTRACT #R11-0014-105-REBID - MAIN STREET TRAFFIC SIGNAL IMPROVEMENT - REBID. ADDITIONAL INSURED ON THE INSTALLATION FLOATER: THE CITY OF LAKE GENEVA & CRISPELL-SYNDER. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION / NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS      DEDUCTIBLES <input type="checkbox"/> BASIC      BUILDING <input type="checkbox"/> BROAD      CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD	"REVISED CERTIFICATE; Certificate dated 8/15/12 is hereby null and void."			<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME w/o Extra Expense <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
A	<input checked="" type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS				TYPE OF POLICY Installtn Floater POLICY NUMBER 4033005255 INSTALLATION FLOATER	01/01/2012
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570047351894



SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF LAKE GENEVA  
626 GENEVA STREET  
LAKE GENEVA WI 53147 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: 570000003971

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Pieper Electric, Inc.	
POLICY NUMBER See Certificate Number: 570047351894		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570047351894	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

### LOCATION OF PREMISES / DESCRIPTION OF PROPERTY

PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

### SPECIAL CONDITIONS / OTHER COVERAGES

# Notice of Final Acceptance and Correction Period

TO: Pieper Electric, Inc.  
(CONTRACTOR)

ADDRESS: 5070 North 35<sup>th</sup> Street  
Milwaukee, WI 53209

FROM: City of Lake Geneva  
(OWNER)

ADDRESS: 626 Geneva Street  
Lake Geneva, WI 53147

Project: Main Street Traffic Signal Improvements - Rebid

Engineers' Project No. R11-0014-105-Rebid

To Whom It May Concern:

Final payment of this project has been made, and Final Acceptance by the Owner, as stated in Section 13.07 of the Standard General Conditions, which is the date final payment was made, was achieved as of:

February 14<sup>th</sup>, 2012,

therefore the associated one-year guarantee (Correction Period) will expire on:

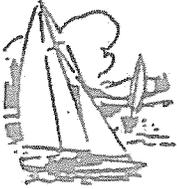
February 14<sup>th</sup>, 2013.

City of Lake Geneva

By: \_\_\_\_\_  
*James R. Connors - Mayor* Date

By: \_\_\_\_\_  
*Michael Hawes - Clerk* Date

cc: Crispell-Snyder, Inc.



# LAKE GENEVA UTILITY COMMISSION

**Daniel S. Winkler, P.E.**  
*Director of Public Works & Utilities*



**Birdell Brellenthin**  
*Utility Commission President*

**Kent Wiedenhoft**  
*Water Superintendent*

**Scott Tesmer**  
*Wastewater Superintendent*

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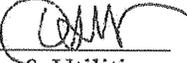
361 Main Street • P.O. Box 187 • Lake Geneva, WI 53147 • Phone (262) 248-2311 • Fax (262) 248-0589

---

**DATE:** February 20, 2013

## MEMORANDUM

**TO:** Dennis Jordan  
City Administrator

**FROM:** Daniel S. Winkler, P.E.   
Director of Public Works & Utilities

**SUBJECT:** Bid Opening, West Pier 10 Additional Slips

### BACKGROUND

This memorandum discusses the above subject item.

### DISCUSSION

Bids were advertised and opened for the fabrication and installation of 10 additional boat slips at the West End Pier. The results are:

<u>Contractor</u>	<u>City/State</u>	<u>Base Bid</u>
Gage Marine	Williams Bay, WI	\$59,687.00
Reed Marine	Delavan, WI	No Bid
Austin Pier Service	Walworth, WI	No Bid
Lunda Construction	Little Chute, WI	No Bid
Janke General Contractors	Athens, WI	No Bid

Five sets of plans were sent out but only one bid was received. Gage Marine of Williams Bay came in at \$59,687.00. Their operation is on Geneva Lake and they perform the other pier related duties for the City. The reasons cited by some of the contractors for not submitting a bid were that mid-May is their busiest time of the year to get boat slips in the lake, and the two week installation time frame for construction was too short to get the work done. The City established the May 15<sup>th</sup> to May 31<sup>st</sup> installation time frame because the DNR permit won't allow us to begin before that date, and the City has the piers rented for 2013 making time of the essence to get the slips completed and contractor to get out of the way for our boat slip and buoy holders.

Gage Marine also bid the work not knowing how many others will bid the job, and the less than \$6,000 per slip for new slips complete is competitive. They also need as much time as possible to order the lumber, build the piers and cribs and perform the installation in mid-May.

### RECOMMENDATION

It is recommended to approve the bid of Gage Marine in the amount of \$59,687.00 for the fabrication and installation of 10 additional boat slips at the west pier.

**Cc:** Cindy Borkhuis  
File

**EXCERPT FROM PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF 2/21/13**

Ald. Krohn thought the ratio was fine as-is. DPW Winkler noted that an increase in ratio would not result in much more salt application, but would reduce the sand clean up and related maintenance costs. The ordinance was discussed and Mayor Connors noted there was a provision to give the Street Superintendent flexibility to apply salt. He suggested adding a sentence to the ordinance something along the lines of "Under extreme weather conditions and in the interest of public safety, the Street Department may opt to apply 100% salt on arterial streets and hills." The language was approved by consensus with the direction to ask the City Attorney to review and tidy up the wording. (This item needs to go to the City Attorney for an ordinance change and then to Council at a future meeting).

**Agenda Item No. 6-- Disposal of Surplus Street Department Equipment - Discussion.**

Street Superintendent Carstensen provided a listing of equipment that he proposed to send to auction. It was his hope to use the proceeds to purchase replacement truck #20 which was bumped off the funded list on the current borrowing and into 2014 unfunded. Ald. Hill and Ald. Hougen inquired if this was consistent with past practice. There was also clarification by Administrator Jordan to Ald. Krohn as to how the Police Department has cars funded in its operating budget due to annual replacements. It was moved by Ald. Kupsik and seconded by Ald. Hougen to recommend sale of the listed surplus equipment. The discussion was not clear as to how to handle directing the proceeds to buy the next replacement pickup truck identified at a \$25,000 cost in the five year Capital plan. (Footnote: It may require a Council resolution to amend the present 2013 CIP). The motion to sell surplus equipment passed 5-0 and discussion of using the proceeds to be taken up by FLJ and Council. (This item needs to go to FLJ and Council).

**Agenda Item No. 7-- 2013 Tentative Street Maintenance Contract Priority Listing.**

The tentative street listing for this year was presented by DPW Winkler for Consideration. After discussion of the streets and how the priorities were arrived at, it was moved by Ald. Hill and seconded by Ald. Hougen to approve the list and ask Crispell-Snyder to develop a design proposal for the 2013 Street Maintenance Contract based upon the list for PWC consideration. The motion passed 5-0.

**Agenda Item No. 8-- STH 120 & USH 12 Interchange Sidewalks.**

DPW Winkler introduced the new proposal from the DOT regarding sidewalks from Geneva Square to the Showboat theaters. Mayor Connors noted they were going to build the sidewalks and require us and Lyons to take them for maintenance. Chair Mott noted the DOT will pay for the sidewalks, our portion is very small compared to Lyons, and the sidewalks will all be constructed at once in 2017. DPW Winkler noted we can probably require the adjacent property owners to maintain the sidewalks and they will be 8' wide for ease of maintenance even if the City steps in and does them. It was moved by Ald. Hougen and seconded by Chair Mott to recommend accepting the sidewalk maintenance agreement from the DOT. The motion passed 5-0. (The final agreement with revised language is forthcoming by the WDOT for City Attorney review and consideration by Council at its March 11, 2013 meeting).

**Agenda Item No. 9-- Dunn Field Restroom Architectural Proposals.**

DPW Winkler reviewed Administrator Jordan's memorandum on the advertisement for proposals for this project. Ald. Hill questioned why other architects didn't submit sample sketches of what their vision for the restroom would look like, and only Etten did so. Mayor Connors indicated that the City didn't offer to pay extra to do that and in addition at least one architect noted that if he submitted a great design the City liked and didn't get the work, that the selected architect could utilize the concept. Chair Mott noted time was running short to begin the project design. After discussion of the cost comparisons, including construction costs, it was moved by Ald. Kupsik and seconded by Ald. Mott to recommend approval of the Etten proposal for the design of the restroom building. The motion was approved 5-0. (This item needs to go to FLJ and Council).

RON  
02/21/13

6

## EQUIPMENT & VEHICLE PURCHASES

For 2013 the Street Department has 2 Items left to purchase out of the 2011-2013 CIP budget. We have received our Chipper and know working on ordering our  $\frac{3}{4}$  ton truck with plow & sander to help with bike trails. We have a new chipper truck from 2012 that's being built with a chipper box to replace truck 17 which is a 1996 with around 90,000 miles and in rough shape. Truck 18 is a 1999  $\frac{3}{4}$  ton pickup with 75,000 miles and in need of some major repair and rough shape.

With sending our used equipment to the auction I am asking that the money generated from that to help fund another piece of equipment. By doing so we are not borrowing and paying interest and are replacing a piece of equipment that's next in line. I believe by doing this we are getting a few more dollars at the auction and getting a savings on replacing equipment earlier then later with inflation.

Here's my suggestion with what we can do at this time. Send to the auction Trucks 17,18, 20, and (2) chippers + Cemetery truck. We have \$40,000 budgeted for  $\frac{3}{4}$  ton truck to replace Trk. 18.

I believe we can save 8,000 or better out of the 40,000 and with the sale of old equipment would have enough to replace the  $\frac{1}{2}$  ton Trk 20

The  $\frac{1}{2}$  ton is a 1997 with 85,000 and in need of some work and next in line to replace with a cost around 25,000 or so.

Process (34)  
 - ACTIVITIES (SIB)  
 - % CIP

5-YARD  
 1993 | 1997  
 1995 | 2004  
 1996

1-TON  
 1995 | 1996  
 2009  
 2009

Mow  
 Plow Snow  
 PLANT/LANDSCAPE  
 TREES  
 PARKS (RESTROOMS)  
 CUSTODIAN  
 GARBAGE

BEARERS  
 PAINTERS  
 CARPENTERS  
 WELDERS  
 PLUMBERS

PATCH POSTHOLE  
 LEAF BRUSH  
 MECHANICS  
 SKINAGE  
 STREET LIGHTS

STREET DEPARTMENT  
 CAPITAL EQUIPMENT INFORMATION (>\$2,500 IN VALUE)

NUMBER=0 - LETTER=0

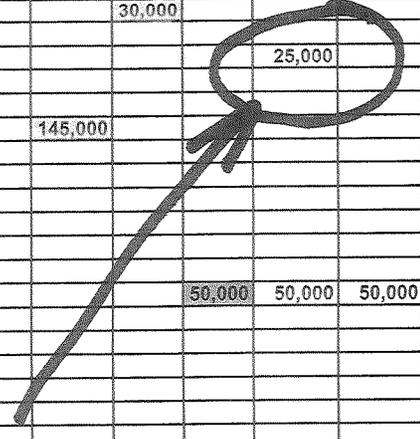
IN 2011-2013 CIP REQUEST  
 EQUIPMENT ON THE "BUBBLE"

62  
 CANTON  
 BUMP  
 3 VANS

PLAYS  
 DECOMPOSE  
 STORM  
 SYSTEM  
 COMPOST

PUC ITEM NO. 6

TRUCK # - ITEM	YEAR	DESCRIPTION - LOCATION	VEHICLE VIN #	PLATE #	Replaced	New Equip.	Sell	2011	2012	2013	2014	2015
13	1999	FORD RANGER		52969	ADDED 2009							
14	1996	CHEVY 3/4 TON		78543	ADDED 2009							
15	2009	1-TON FORD F 550	1FDAF57Y59EA62064	35763	2009							
16	2009	1-TON FORD F 550	1FDAF57Y79EA62064	52706	2009							
17	1996	1-TON FORD F 350	1FDKF38G6TEA53542	47116		1 Ton Trk.				40,000		
18	1999	F-250 FORD	1FTPF28W6XKB91472	54119		3/4 Ton w plow			30,000			
19	1998	16 YD VAC ALL	1HTSHADT9XH614684	52205								
20	1997	PICKUP 1500-CHEVY	1GCEC14W9VZ254570	50866		1/2 Ton PU					25,000	
21	1995	5-TON INTERNATIONAL	1HTGAAR1TH221921	45685								
22	1997	5-TON INTERNATIONAL	1HTSDAAR9VH60477	48712								
23	1993	5-TON INTERNATIONAL	1HTGBPCR7PH502742	40795		5 YD w plow		145,000				
24-A	1990	LIFT ALL GMC 6000	1GDG6D1P9LV504498	50867								
24-B	2007	4200 INTERNATIONAL REACH ALL	1HTMMAARX7H433977	72748								
25	1999	5-TON INTERNATIONAL	1HTSDAAR2YH213046	55165								
26	1996	5-TON INTERNATIONAL	1HTSDAAROTH353444	46548								
27	2004	5-TON INTERNATIONAL	1HTWDADR44J016007	65453								
28	2003	PELICAN STREET SWEEPER	P SERIES 4026S	N/A								
29-A	1985	CASE W20 -B- LOADER	9139190	N/A		Wheeler Loader				50,000	50,000	50,000
29-B	2000	DEERE 544H - LOADER	DW544HX578772	N/A								
30	1990	IHC GARBAGE TRUCK	1HTS0TVR2LH256199	57377								
31	2007	IHC BUCKET TRUCK										
32	2009	PELICAN STREET SWEEPER		N/A	ADDED 2009							
33	1999	IHC GARBAGE TRUCK	1HTSHADRXXH656592		ADDED 2010							
54	1996	CHEVY VAN 1500	1GCEG15W6T1041784	38224								
56	1995	CHEVY 1 TON 3500	1GBJK34NXSE200125	45213		1 Ton w plow			35,000			
BACK HOE	1979	CASE 580C BACK HOE	8987310									
BLOWER - BACK	1999	ECHO BACK BLOWER PB-400-E	170095									
BLOWER - LEAF	1999	ECHO LEAF BLOWER PB1000	389180									
BLOWER - LEAF	1995	LITTLE GIANT LEAF BLOWER	14033483									
BLOWER - LEAF		ECHO	PB200									
BLOWER - LEAF		ECHO	PB650									
BLOWER - SNOW	1980	SMI SNOW BLOWER	20555				X					
BLOWER - SNOW	2001	SNOGO MODEL WK 800	84638									
BLOWER - SNOW		HUSQVAPNA 8 HP WALK BEHIND	8024 ST									
BOBCAT	2009	BOBCAT SKIDSTEER S 205			2009							
CHIPPER	1999	MORBANK MODEL 13	22275									
CHIPPER	1991	BANDIT CHIPPER MODEL 250	4405			BRUSH CHIPPER	X		45,000			
COMPRESSOR	2000	AIR COMPRESSOR - VET PARK	CRNL1090.5908712364T4								10,000	
GIANT VAC - #3	2006	LEAF VAC 25 YD	6600JO-TR25									
GIANT VAC - #2	2004	LEAF VAC 25 YD										
GIANT VAC - #1	2001	LEAF VAC 25 YD				Giant Vac	X				20,000	20,000
GROOMER - BALL DIAMOND	2000	TORO TURF EQUIPMENT 5020	08886-90480			GROOMER			20,000			
BARBER SURF RAKE	2010	BEACH CLEANER			NEW 2010							
MOWER - TRACTOR	1985	JOHN DEER 850	CH0850516090									
MOWER - 3. HITCH - ATTACHMENT	1980	JOHN DEERE 160 REAR MOUNT 509	004918-W									
MOWER - RIDER		AIRENS 4' CUT					X					
MOWER - RIDER	2006	JACOBSEN HR 9516										
MOWER - RIDER	2000	SCAG 3TT61A-23KA 5' CUT	721 0097			PARK MOWER		15,000				
MOWER - RIDER	2003	JACOBSEN HR 9510	CV000344									
PAINTER	2000	#2 NEW PAINTER	BA-1919									
PATCHER - HOT	2002	4 TON RMV										



EXCERPT FROM PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF 2/21/13

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Street Superintendent Carstensen provided a listing of equipment that he proposed to send to auction. It was his hope to use the proceeds to purchase replacement truck #20 which was bumped off the funded list on the current borrowing and into 2014 unfunded. Ald. Hill and Ald. Hougen inquired if this was consistent with past practice. There was also clarification by Administrator Jordan to Ald. Krohn as to how the Police Department has cars funded in its operating budget due to annual replacements. It was moved by Ald. Kupsik and seconded by Ald. Hougen to recommend sale of the listed surplus equipment. The discussion was not clear as to how to handle directing the proceeds to buy the next replacement pickup truck identified at a \$25,000 cost in the five year Capital plan. (Footnote: It may require a Council resolution to amend the present 2013 CIP). The motion to sell surplus equipment passed 5-0 and discussion of using the proceeds to be taken up by FLJ and Council. (This item needs to go to FLJ and Council).

**Agenda Item No. 7-- 2013 Tentative Street Maintenance Contract Priority Listing.**

The tentative street listing for this year was presented by DPW Winkler for Consideration. After discussion of the streets and how the priorities were arrived at, it was moved by Ald. Hill and seconded by Ald. Hougen to approve the list and ask Crispell-Snyder to develop a design proposal for the 2013 Street Maintenance Contract based upon the list for PWC consideration. The motion passed 5-0.

**Agenda Item No. 8-- STH 120 & USH 12 Interchange Sidewalks.**

DPW Winkler introduced the new proposal from the DOT regarding sidewalks from Geneva Square to the Showboat theaters. Mayor Connors noted they were going to build the sidewalks and require us and Lyons to take them for maintenance. Chair Mott noted the DOT will pay for the sidewalks, our portion is very small compared to Lyons, and the sidewalks will all be constructed at once in 2017. DPW Winkler noted we can probably require the adjacent property owners to maintain the sidewalks and they will be 8' wide for ease of maintenance even if the City steps in and does them. It was moved by Ald. Hougen and seconded by Chair Mott to recommend accepting the sidewalk maintenance agreement from the DOT. The motion passed 5-0. (The final agreement with revised language is forthcoming by the WDOT for City Attorney review and consideration by Council at its March 11, 2013 meeting).

**Agenda Item No. 9-- Dunn Field Restroom Architectural Proposals.**

DPW Winkler reviewed Administrator Jordan's memorandum on the advertisement for proposals for this project. Ald. Hill questioned why other architects didn't submit sample sketches of what their vision for the restroom would look like, and only Etten did so. Mayor Connors indicated that the City didn't offer to pay extra to do that and in addition at least one architect noted that if he submitted a great design the City liked and didn't get the work, that the selected architect could utilize the concept. Chair Mott noted time was running short to begin the project design. After discussion of the cost comparisons, including construction costs, it was moved by Ald. Kupsik and seconded by Ald. Mott to recommend approval of the Etten proposal for the design of the restroom building. The motion was approved 5-0. (This item needs to go to FLJ and Council).

**TO: MAYOR JIM CONNORS AND COMMON COUNCIL**  
**FROM: CITY ADMINISTRATOR DENNIS JORDAN**  
**DATE: FEBRUARY 25, 2013**  
**RE: BID PROPOSALS FOR DUNN FIELD CONCESSION STAND/RESTROOMS**

**Background:** Requests for proposals were requested from architectural firms for the design of the Dunn Field concession stand/restrooms building. The City received three proposals as follows:

McCormack and Etten	Preliminary design phase	\$ 3,500
	Working Drawing Phase	\$10,000
	Bidding Phase	<u>\$ 1,500</u>
	Total	\$15,000
Angus and Young	Schematic Design, Design Development & Construction Documents	\$20,500
	Bidding & Construction	<u>\$ 4,500</u>
	Total	\$24,500
	Stelling and Associates	Architectural & Structural
Bidding, Plumbing, Mechanical & Electrical		<u>\$13,500</u>
Total		\$28,500.

**Recommendation:**

## V. Scope of Services & Architectural Fees

1. **PHASE I: PRELIMINARY DESIGN PHASE:** McCormack + Etten / Architects LLP would work with the City of Lake Geneva, the Park Board and the Public Works Department to prepare a Preliminary Designs and additional tasks including:

- *Site Survey and Programming* to verify the Scope of Work and Building Program Requirements as outlined in **SECTION I - DESCRIPTION OF PROJECT** in the *Request for Proposals*.
- *Schematic Preliminary Designs* including Floor Plans, Building Elevations, Site Design, Parking Lot Configuration and Outdoor Spaces.
- *Preliminary Cost Estimates* based on the approved Preliminary Design
- *Attendance at Meetings* including City Council, Park Board and Public Works meetings to review the *Schematic Preliminary Designs*.
- *Proposed Schedule:* McCormack + Etten / Architects LLP would meet with City staff to establish a time schedule to be mutually agreed upon.

2. **PHASE II: DESIGN DEVELOPMENT & WORKING DRAWINGS:** Once the scope and schedule have been agreed to in **PHASE I**, McCormack + Etten / Architects LLP would immediately start on *Design Development and Working Drawings* to prepare contract documents for local and state approval, bidding and construction. With the completion of *Construction Drawings & Specifications*, we would assist in the Bidding Phase of the project, including the distribution of Drawings and Specifications, the receipt of bids and preparation of Bid Tab Sheets, the selection of the General Contractor and the initiation of construction work. *This phase would also include services as noted in SECTION II - SERVICES TO BE PROVIDED BY THE ARCHITECT of the REQUEST FOR PROPOSALS from the City of Lake Geneva.*

3. **PHASE III: CONSTRUCTION MANAGEMENT & ADDITIONAL SERVICES:** If requested, McCormack + Etten / Architects LLP would also be available to provide **CONSTRUCTION MANAGEMENT SERVICES** on an *Hourly Basis* through the completion of construction including: processing and reviewing of shop drawings, product submittals and payout requests from contractors; providing written reports on regular job site meetings and job progress photos; preparing of "punch lists" as project nears completion, obtaining of final lien waivers from contractors and insuring that the Owner receives all warranties and operating manuals from contractors; obtaining "As Built" plans from contractors and submittal of final Compliance Statement to the Wisconsin Safety & Buildings Division; and providing ongoing C.A.D. drawing file management to insure that the C.A.D. drawings will be available to the Owner for future additions, remodeling and related building projects.

**4. PROJECT ARCHITECTURAL & ENGINEERING FEES:**

A. Based upon the *REQUEST FOR PROPOSALS*, it is our understanding that the City of Lake Geneva's preferred method for determining the *PROJECT ARCHITECTURAL & ENGINEERING FEES* is on a *Per Hour Basis* with a *"Not-to-Exceed" Upper Limit, paid out as a Percentage of the Work Product Delivered. Reimbursable Expenses, such as the cost of printing and shipping, would be billed at cost.*

B. *The ARCHITECTURAL & ENGINEERING FEES for the PRELIMINARY DESIGN PHASE, the WORKING DRAWING PHASE, and the BIDDING PHASE for the services provided by McCormack + Etten / Architects LLP and their consultants, as described above, would be performed on an Hourly Basis at the rates described below with a "Not-to-Exceed" Upper Limit for each phase as follows:*

• PRELIMINARY DESIGN PHASE	\$ 3,500.00
• WORKING DRAWING PHASE	\$10,000.00
• BIDDING PHASE	\$ 1,500.00
• CONSTRUCTION ADMINISTRATION	AS REQUESTED

**C. HOURLY RATES**

*The Hourly Rates for McCormack + Etten / Architects LLP staff members and Consultants would be as follows:*

Ronald H. McCormack	Licensed Architect /Partner	\$110.00/HR.
Kenneth L. Etten	Licensed Architect /Partner	\$110.00/HR.
Mark Pulokas	Licensed Structural Engineer	\$ 95.00/HR.
Senior Project Manager		\$ 85.00/HR.
Associate / CAD Draftsman		\$ 65.00/HR.
Clerical Staff		\$ 30.00/HR.
Legacy Designs, Inc. / Plumbing, HVAC, Electrical		At Cost
<u>Civil &amp; Site Engineering</u>		AT COST
Crispell - Snyder, Inc. / City Engineers		

*The Hourly Rates for other consultants such as Geotechnical Engineering, Code Consulting and Landscape Design, if required, are not included in the above fees and would vary with the extent of the services required. These Hourly Rates would be comparable to those noted above.*

**D. CONSTRUCTION MANAGEMENT & ADDITIONAL SERVICES**

McCormack + Etten / Architects LLP would provide **CONSTRUCTION MANAGEMENT** and **ADDITIONAL ARCHITECTURAL & ENGINEERING SERVICES** as outlined in the **REQUEST FOR PROPOSALS** from the City of Lake Geneva. *These CONSTRUCTION MANAGEMENT and ADDITIONAL ARCHITECTURAL & ENGINEERING SERVICES would be provided as requested by the City on an Hourly Basis at the Hourly Rates noted above plus the cost of Reimbursable Expenses.*

**5. MISCELLANEOUS PROVISIONS**

**A. Payment of Fees:** Fees will be billed on a monthly basis, payable upon receipt. Any fees more than 30 days past due shall have a 1 ½% per month interest penalty applied.

**B. Client Responsibility:** The Client is responsible for obtaining all site information regarding existing property lines, easements and deed restrictions and for the cost of all necessary surveys, permits and fees as required for approvals and to complete the work.

**C. Reimbursable Expenses:** Additional *Reimbursable Expenses* shall include the cost of reproduction for prints and the cost of postage, UPS and FedEx charges for the distribution of prints to the Client or Client's Contractors.

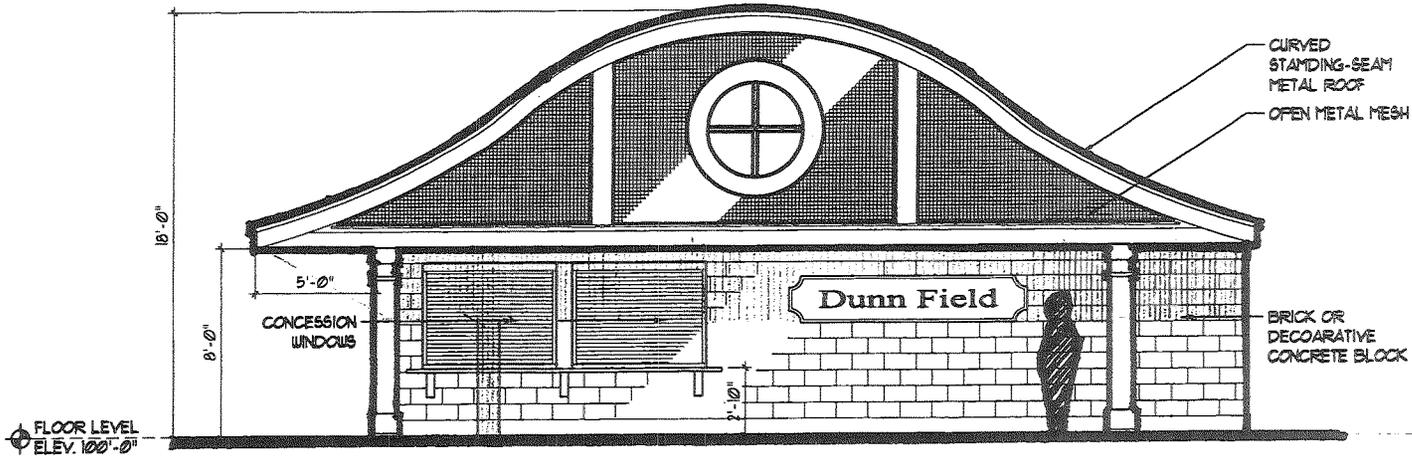
**D. Termination of Agreement:** This agreement may be terminated at any point by the Client with written notice to the Architect and the payment of all fees incurred to that point.

**6. CONTACT INFORMATION**

Should you have any questions or require any clarification of the enclosed information, please contact us at your convenience. Thank you:

**KENNETH L. ETTEN A.I.A.**  
**PARTNER**  
**McCORMACK + ETTEN / ARCHITECTS LLP**  
**400 BROAD STREET**  
**LAKE GENEVA, WI 53147**  
**(T) (262) 248-8391 EXT. 12**  
**E-MAIL: [ken@mccormacketten.com](mailto:ken@mccormacketten.com)**

## **IV. Conceptual Design of New Building**



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

SHEET  
A-2  
OF

DATE  
02.08.13  
PROJECT NO.

CONCEPTUAL DESIGN FOR THE  
**DUNN FIELD RESTROOM BUILDING**  
LAKE GENEVA, WISCONSIN 53147

COMMENTS: NONE

**McCormack + Eitten / Architects, LLP**  
400 Broad Street  
Lake Geneva, WI 53147  
Ph (262) 248-8391  
contact@mccormackeitten.com  
www.mccormackeitten.com



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**REQUEST FOR PROPOSALS  
ARCHITECTURAL SERVICES**

**CITY OF LAKE GENEVA  
DUNN FIELD RESTROOM & CONCESSION  
BUILDING REPLACEMENT**

**LAKE GENEVA, WISCONSIN**

The City of Lake Geneva wishes to engage the services of a qualified architectural firm to provide design and bidding services for replacement of the Restroom & Concession Building at Dunn Field, Sage Street in the City of Lake Geneva, WI. To assist with the submittal of a proposal, we have prepared a scope of services. The actual proposal is not limited to the information herein provided but should include a scope which at a minimum meets the intent of the project. If a site visit is desired, the Director of Public Works & Utilities would be happy to arrange access for the architect to the building.

Construction Management

The initial contract is for the design and preparation of bidding documents, advertising for bids, bid opening, evaluation of the bids, recommendation for award, and preparation of the final contract. It is the desire of the City, if satisfied with the work of the architect to negotiate terms for assisting with the construction management (CM) phase of the project. CM services shall be performed and paid for by the City at an agreed upon hourly rate for services rendered.

Submission Deadline

The architect shall submit **his proposal to the City of Lake Geneva, 626 Geneva Street, Lake Geneva, WI 53147, no later than Friday, February 8, 2013, at 2:00 PM.** City staff will review said proposals and schedule a time to conduct interviews to narrow our selection. We hope to have our architect on board no later than mid-February 2013.

Format

Architect's proposal shall be submitted on his own format for review by the City. Proposal is not limited in scope to that described herein, but it shall include job tasks as presented in this document. The architect is encouraged to provide the City with examples of similar completed project work. **Nine-(9) sets of the proposal submittal are requested.**

If there are questions, please call 262-248-2311 or e-mail me at [lgwater@genevaonline.com](mailto:lgwater@genevaonline.com).

Sincerely,

Daniel S. Winkler, P.E.  
Director of Public Works & Utilities

Date: \_\_\_\_\_

Cc: Dennis Jordan/File

## REQUEST FOR PROPOSALS

### CITY OF LAKE GENEVA DUNN FIELD RESTROOM & CONCESSION BUILDING REPLACEMENT

LAKE GENEVA, WISCONSIN

#### INTRODUCTION

The City of Lake Geneva is requesting proposals from area architectural firms for replacement of the Restroom/Concession Building at Dunn Field in Lake Geneva.

#### SECTION I – DESCRIPTION OF PROJECT

The project scope shall at a minimum include but is not limited to the following tasks or activities:

1. Raze as much of the existing building as is required to construct the new facility. Salvage as many of the existing utility services for reuse as are practical.
2. The new building footprint is limited to the lawn area between the tennis courts and parking lot and concessions should be oriented toward the east.
3. Size the restroom facilities for the additional use of the area brought about by the new skate park. The number of bathroom fixtures may increase. The washroom doors should face north.
4. Provide an outside power panel for connection to by events.
5. Locked storage for bathroom supplies.
6. A small office for skate park supervision/volunteers.
7. Provide a location for surveillance camera mounting.
8. Size and design the concession and storage areas to complement the additional parking and skate park usage (16'x16'). Concessions should include capability for refrigeration, microwave oven, food preparation, and commercial sinks. The service counter for concessions shall face east.
9. Propose/provide an architectural exterior which is a unique complement for the area. A detailed description and/or sketch of the concept is encouraged as the proposed unique architecture is important to the evaluation committee.
10. Design the facility with durable vandal proof quality materials inside and out, and to be ADA compliant.
11. The facility should include a bid alternative for winter heat.

#### SECTION II – SERVICES TO BE PROVIDED BY THE ARCHITECT

1. Collect and evaluate information concerning the project.
2. Develop an estimate of cost for the final project.
3. Develop project plans and specifications for review by the City.
4. Develop final project plans and specifications for bidding purposes.
5. Coordinate advertising and bidding the project.
6. Attend bid opening, review bids, perform bid tabulations, and provide bid tabulations with written recommendation for award.
7. Modify bid documents and develop final, four (4) copies, for approval.
8. Provide periodic detailed invoices for payment.
9. Perform all other related services.

SECTION III – ASSISTANCE TO BE PROVIDED BY THE CITY

The City will assist the architect in the conduct of services outlined in Article II by providing the following:

1. Provide access to the facility with reasonable notice.
2. Provide a designated City representative liaison to assist with site inspection, scoping, plans and specifications review, scheduling, etc.

SECTION IV – COMPENSATION

The Architect shall be compensated for work performed on a per hour basis not-to-exceed an upper limit, paid out as a percentage of work product delivered. This not-to-exceed price is based on the scope of work continued in SECTIONS I – DESCRIPTION OF THE PROJECT. The architect is encouraged to submit his invoices on a monthly or similarly regular basis. The City pays its invoice obligations monthly and shall pay the architect within 30 days of the billing date. Compensation to the architect is one factor used by the City to evaluate the proposal.

SECTION V – CHANGES IN SCOPE

In the event additional services are required or requested by the City, the architect may request renegotiation of the agreement for additional compensation. Additional services and attendant compensation to the architect for the same shall be negotiated based upon detailed support documentation. The additional services shall not be commenced until approved by the City, or authorized by the City Administration in an emergency situation. Changes in scope brought about by the failure of the architect to execute his duty properly or in a timely manner, are not subject to compensation by the City.

SECTION VI – INITIATION OF PROJECT

This agreement will commence immediately upon written notice to proceed from the City. An initial meeting will be held between the selected architect and City to discuss and agree upon a schedule. It is the intent of this project to demolish and replace the Restroom/Concession Building prior to the opening of the facility for the 2013 summer season with **completion of all work activities by May 31, 2013.**

EXCERPT FROM PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF 2/21/13

**Agenda Item No. 10-- Adjustments to Downtown Traffic Signals Operations - Discussion.**

DPW Winkler provided an explanation of modification to signal operations to date. Mr. Hartz and Ald. Hill expressed that pedestrians should be given priority over cars. Mr. Hartz also noted that the walk/don't walk was automatically green across Main Street, not Broad and Center with Main Street. DPW Winkler replied if that is the case, it is not correctly adjusted and said he would investigate. Direction was given by consensus to default to green walk in both directions under normal operations at Center/Main and Broad/Main. *(Side note: The signals were observed under normal operation at 7:55 AM today, and the walk did come on as properly set in the east-west Main Street direction under the adjusted setting as described in the DPW memorandum. It was also observed to be properly set on don't walk automatically when the signal came on green in the north-south direction, requiring a pedestrian to push the button to get the green walk to cross Main Street).*

**(As the direction was unanimous from PWC, the DPW will arrange to change the setting to add the green walk in the north-south direction at both Center Street and Broad Street. This item need not go to Council unless Administration decides to move it forward).**

**Agenda Item No. 11-- Possible Additional Downtown Sidewalk Repairs -- North Broad Street.**

DPW Winkler provided a listing of additional needed sidewalk repairs, most of which proceed up Broad Street. After discussion of whether or not to perform this work under the present contract and its unit pricing with Humphreys versus bidding out this small volume of work, it was moved by Ald. Kupsik and seconded by Ald. Hougen to recommend approval of the list with Humphreys under present City contract. DPW Winkler noted he needed to contact the property owners regarding the cost-share areas if the added work is approved in the present contract. The motion was approved 5-0.

**(This item needs to go to FLJ and Council).**

**Motion to Adjourn:**

It was moved to adjourn by Ald. Kupsik and seconded by Ald. Hougen. The motion passed 5-0 and the meeting adjourned at 9:09 PM.

Cc: Mayor Jim Connors/Dennis Jordan/Mike Hawes/Common Council Members not on Committee/File

# Humphreys Contracting

P.O. Box 444

Lake Geneva, WI 53147

262 749 8438

11/15/12

To:  
City of Lake Geneva  
Attn: Dan Winkler

24x10	Meter	500 Broad
22x6	CS	500 Broad
10x9	CS	510 Broad
10x10	Meter	514 Broad
9x6	"	"
16x13	CS	507 Broad
11x6	CS	421 Broad
17x18	Alley walk and apron	
14x6	CS	415 Broad
12x14	CS	323 Broad
16x6	"	"
16x6	Alley between	
8x3	Meter	269 Broad
8x3	"	259 Broad
8x3	"	237 Broad
7x6	Ramp	225 Broad
10x3	Meter	234 Broad
7x3	"	260 Broad
17x3	"	270 Broad
9x7	Ramp	
11x6	CS	320 Broad
23x6	"	"
7x6	"	400 Broad
5x6	Meter	410 Broad
2x6	CS	410 Broad
7x3	Meter	150 Broad
27x3	Meter	835 Main
15x5	CS	123 Center
8x7	Post Office	
8x7	CS	642 Main
5x5	CS	623 Main
21x5	CS	645 Main
5x5	CS	253 Center
2	Ramps	Main & Wrigley
8x6	CS	832 Geneva
72x3	Meter	832 Geneva

COST-SHARED  $\approx 1240 \text{ SF} \times 6^{\text{00}} = 7,740^{\text{00}}$   
CITY COST  $\approx 1541 \text{ SF} \times 6^{\text{00}} = 9,246^{\text{00}}$

**RESOLUTION 13-R07**

**A RESOLUTION GRANTING AN EXTENSION OF 2012 SIDEWALK CAFÉ PERMITS AND ESTABLISHING PARAMETERS FOR ISSUING NEW SIDEWALK CAFÉ PERMITS BEFORE JUNE 30, 2013**

**WHEREAS**, the Lake Geneva City Council adopted Ordinance 13-04 at the regular meeting on February 11, 2013; and

**WHEREAS**, Ordinance 13-04 provides that sidewalk café permits are valid from July 1 to June 30 of the following year; and

**WHEREAS**, prior to Ordinance 13-04, sidewalk café permits were valid from May 1 to October 31; and

**WHEREAS**, the City Council wishes to allow restaurants to be able to provide sidewalk dining between now and June 30, 2013,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby grants a temporary sidewalk café permits from now until June 30, 2013 to all those permit holders that held sidewalk café permits at anytime between May 1, 2012 and October 31, 2012. Said permits are granted for the same number of seats and for the same configuration as shown on their application for a permit in 2012, and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that restaurants that did not hold a valid sidewalk café permit in 2012 and who wish to obtain a sidewalk café permit for any period up to June 30, 2013 shall submit the appropriate application and receive approval pursuant to the procedures in Sec. 62-67(6) of the Lake Geneva Municipal Code. The applicant shall pay an application fee of \$2.50 per seat for each full or partial month between the date of issuance of this temporary permit and June 30<sup>th</sup>, 2013.

Approved this 25<sup>th</sup> day of February, 2013.

---

James R. Connors, Mayor

Attest:

---

Michael D. Hawes, City Clerk

Resolution No: 13-R12

WHEREAS, the Common Council approved the 2013 Parking Fund and Lakefront Fund Budgets for the City of Lake Geneva, and

WHEREAS, the Parking Fund's undesignated fund balance at 12/31/12 is approximately \$600,000.00 and the Lakefront Fund's undesignated fund balance for the same time period is approximately \$600,000.00 and,

WHEREAS, both the Parking Commission and the Piers, Harbor & Lakefront Committee recommended the purchase of 3 new Luke parking kiosks respectively (for placement of 3 at the beach and 3 for increased parking stalls),

BE IT THEREFORE RESOLVED, that the Common Council adopt a budget amendment as follows:

Increase Acct #42 34-50 5870, Parking-Outlay, by \$35,968.00, and  
Increase Acct #42 34-50 4910, Application of Prior Yrs Approp, by \$35,968.00, and  
Increase Acct #40 54-10-5800, Outlay-Beach Equipment, by \$34,394.00, and  
Increase Acct #40 00-00-4910, Application of Prior Yrs Approp. by \$34,394.00

Adopted this 25<sup>th</sup> day of February, 2013.

APPROVED:

\_\_\_\_\_  
James R. Connors, Mayor

ATTEST:

\_\_\_\_\_  
Michael Hawes, City Clerk



## City of Lake Geneva

2/15/2013

626 Geneva Street  
 Lake Geneva, WI 53147

Proposal #  
 13-0215

**System Overview:**            **Luke II Multi-space Meter**

**Equipment Pricing with Component Brief:**

DEPICTION	DESCRIPTION	PRICE
	DPT EQUIPMENT LIST:	59,598
	3 LUKEII-102A (Includes 38Key, 120VAC, Coin, Card, Bill, Printer)	
	3 LUKEII-502A (Includes 38Key, 120VAC, Card, Bill, Printer)	
	6 AC Heater 12VAC-L2	
	6 Maintenance Lock Standard-L2	
	6 Collection Lock Standard-L2	
	6 Match Service Key-Maintenance	
	6 Match Service Key-Collection	
	2 Key-Bill Stacker Access-L2 (each)	
	9 1K-Note Bill Stacker w/Lock	
	6 Paper Thermal Std. 2in-L/L2 (@97+ rolls)	
	5 Coin Cannister Box Assembly-L2	
	6 Multilingual Software (per pay station)	
	2 Key Access Cannister lid (each)	
	6 WiFi Installation Kit-S/L/L2	
2 Key Green Ext Access-L/S/L2 (each)		
1 Key Yellow Ext Access-L/S/L2 (each)		
2 Key Green Ext Access-L/S/L2 (each)		
1 Key Yellow Ext Access-L/S/L2 (each)		
3 Custom Cast Color L/L2	0	
<b>Inclusions:</b> <ul style="list-style-type: none"> <li>• Provide &amp; install all purchased equipment as described above</li> <li>• Provide &amp; install required communication for new equipment</li> <li>• Training for initial setup, maintenance and operation for all site personnel</li> <li>• Termination of electrical and ethernet inside of unit</li> </ul>		
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Any necessary concrete pad for mounting base/removal of existing unit</li> <li>• Moving existing Solar Luke II machines to new locations and installing</li> <li>• EMS Online Services not included (or cellular fees if required)</li> </ul>		
<b>Options:</b> <ul style="list-style-type: none"> <li><u>CDMA modem price per unit:</u></li> <li><u>EMS Services: Real Time CC processing, Reporting, Alarming, per unit/per month:</u></li> <li><u>Cellular Services approximately if required, per unit/per month (with a 3 yr agreement):</u></li> <li><u>Additional Year Hardware and Software Extended Warranty, per unit/per year</u></li> </ul>		\$494 same \$15 \$1,100



**WARRANTY:**

APT/Digital agrees to warrant these products, including parts and labor, for a period of ONE (1) year from the date of installation, additional years listed above if included, during our normal business hours.\* We will repair or replace, at our choice and expense, any defective product for this one year period. Printers are covered provided paper is purchased through APT to ensure a quality product free from manufacturing flaws causing printer malfunctions and premature failures.

This warranty extends only to the Owner, and does not cover the repair or replacement of parts that are by nature expendable (paper, thermal print heads, etc.). This warranty is null and void if the customer attaches any feature or device to any product without prior written approval in advance from APT. Also, this warranty does not cover acts of God (i.e. lightning, earthquakes, flooding, etc.), vandalism, or unintended use of these products. There are no other warranties, express or implied. In no event shall APT be liable for any loss of profits, or any indirect or consequential damages arising out of any such defect in material or workmanship.

\* Normal business hours are Monday through Friday, 8:30 am to 5:00 pm, excluding all APT holidays. APT holidays are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the following Friday, and Christmas Day.

Complete system:	\$59,598
Sales Tax (EXEMPT)	\$0
Freight, Installation, Setup, Training, & Warranty	\$7,800
Total:	\$67,398

Payment Terms: (Customer Agreement Terms and Conditions follow - please read)

50% deposit with order confirmation.

40% upon delivery and start of system installation, final 10% upon completion and delivery of fully functional system as described above.

.3% late fee applied to original order each 30 days payment is delayed.

Delivery: spring of 2013 (depending on order particulars and weather and the City being ready on their end). Pricing good for 30 days from date of proposal.

Order Acceptance \_\_\_\_\_  
(signature)

Options Acceptance \_\_\_\_\_  
(indicate number and initial)

Title \_\_\_\_\_  
(Please Print)

Date \_\_\_\_\_

*Thank you for allowing APT to help solve your parking needs.*

**CITY PLAN COMMISSION  
MONDAY, FEBRUARY 18, 2013- 6:30 PM  
COUNCIL CHAMBERS, CITY HALL**

Meeting called to order by Mayor Connors at 6:30pm.

**Roll Call:** Commissioners Olson, Skates, Poetzinger and Alderman Hougen. Also Present: Mayor Connors, City Attorney Draper, Building/Zoning Administrator Brugger, City Administrator Jordan, City Planner Slavney and Administrative Assistant Special. Commissioner Flower was excused.

Mayor Connors wanted to remind everyone that there is a Supreme Court election tomorrow and that all the polling places have been combined into one location and that will be here at City Hall.

Hougen/Skates motion to approve the January 21st 2013 minutes. 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 five (5) minutes. Applicants will be allowed when their item is discussed.**

None.

**Correspondence.**

The Commissioners received a letter from Don Voit of Vista del Lago in opposition to the request on the agenda tonight. A copy will be on file in the Clerk's office.

Correspondence was received from the Geneva Towers Homeowners Association in opposition to the request for outdoor music including live entertainment requested by Daniel Caravette. A copy will be on file in the Clerk's office.

**Public Hearing and recommendation on a Conditional Use Application filed by Vista del Lago Homeowners Association, 1070 S. Lake Shore Drive, Lake Geneva, WI 53147, for landscaping (lawncare) including retaining walls, widening the lake path, remove and replace the patio and add a fire pit and plantings located in the Lakeshore Overlay District at 1070 S. Lake Shore Drive, Tax Key No. ZCNV 00001-58.** Tony Panazzo, caretaker at Vista del Lago and Steve Scheel from Scheel & Associates approached the podium and explained the project before the Commission tonight. The erosion needs to be addressed before it becomes more of a problem. There is currently invasive plantings along the hill that are proposed to be replaced with native plantings. The lake path is proposed to be widened to accommodate the storage of the boat piers in the winter. The proposed patio is to be of a step down type as to not inhibit any lake views while utilizing the patio. Panazzo explained that after coming to the Plan Commission to see how the Commission would view the project, it then went before the Homeowners Association. Panazzo explained the necessary number of votes to go forward with the plan and that the majority of the people are in favor of the plan. There were some that voted no and some that did not vote at all. They have also hired an engineering firm which will begin boring samples next week. Skates asks more specifics on the lawn area. The lawn area (on top of the hill) has some slope but is very mow able. Skates also asks how much the rosetta stone mass has been reduced from the original proposal. Scheels stated maybe 8%-10% and Panazzo reiterated that ivy will be planted to assist in covering much of the stone. Brugger asks if the patio can be moved back to the other side of the sidewalk. Panazzo states that it would be very visible to the first floor owners and is not functional in its current state. The drainage flow also inhibits some of the location of this patio. The floor of the patio will be rosetta stone and permeable material. It will not be poured concrete.

John Dreffin, 1070 S. Lake Shore Dr. Bldg 9-2A approached the podium and explained his support of this project. Skates/Hougan to close the public hearing. Motion carried. **Skates/ Olson motion to recommend approval on the Conditional Use Application filed by Vista del Lago Homeowners Association, 1070 S. Lake Shore Drive, Lake Geneva, WI 53147, for landscaping (lawncare) including retaining walls, widening the lake path, remove and replace the patio and add a fire pit and plantings located in the Lakeshore Overlay District at 1070 S. Lake Shore Drive, Tax Key No. ZCNV 00001-58, with staff recommendations and request that an Erosion Control plan be submitted and approved prior to permit issuance.** Skates elaborated on his favor with the plan. Hougen stated his comments for and also against the project expressing his concerns. Attorney Draper explains that the County has no jurisdiction on this matter here in the City and the DNR may have some input depending on the amount of land being

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disturbed. **Connors/Skates friendly amendment to have the DNR review this project. Amendment carried unanimously. Discussion followed. The original motion carries unanimously.**

**Public Hearing and recommendation on a Conditional Use Application filed by Daniel Caravette, 664 Cedar Point Drive, Williams Bay, WI 53191, to allow outdoor music including live entertainment (Outdoor Commercial Entertainment) for their existing Outdoor Entertainment area at 642 Main Street, Tax Key No. ZOP 00305.**

Dan Caravette, 664 Cedar Point Drive, Williams Bay approached the podium and explained his proposal. Brugger asks how he is going to control the music volume on the live music. Caravette states that the music will be going into the beer garden area and not out. He anticipates that it will only be about a three piece band and not heavy rock and roll band. Where he is planning to have the band is about a 12 foot drop from the street level and the music will be absorbed by a wall. The goal is to contain the sound in a 50' x 30' area. The live music will be Friday and Saturday only and go from no earlier than 5pm and no later than 9pm. Hougen asks about the music he has heard when he has walked by there before. Caravette explains that through the past music uses, he has brought in consultants to have better placement of the musician to make sure that the proper steps are taken care of to minimize the sound surrounding the property. Caravette talks about the flora that is along the concrete wall (post office) helps to absorb the sound and he was taught more about proper height/placement of the speakers to adjust the sound. Connors asks about the proximity of Mill Creek and assuring their potential issue with noise. Caravette states that he proposes to go over to Mill Creek and make sure that there is no noise problem on his end as well as the consensus of Mill Creek staff/guests. Brugger explains that part of this application is to allow for approximately 50 more guests to be allowed on the volleyball area in addition to the already allowed 46 patron. This project will also include allowing tents to be set up for special events. The previous approval already gave him permission to have the events outside. Slavney asks about additional lighting. Caravette states this will not be a permanent stage. It will only be a foot elevation, box set that would be put out there during the music being played. It will only be the musician and his instruments. No lighting, no fog machine etc. Brugger asks if there is any reason why the musician cannot be accommodated acoustically?

Caravette stated anything is possible but doesn't want to risk the musician not committing to playing because they may have not done it before. Slavney asks about the number of calls related to noise complaints that the police were called on. He also commented on the speakers on the roof and not remembering the City approving them. Caravette explained that it is his fault. He had speakers on the outside and they were within arms reach and were getting vandalized. He had them detached and put up on the roof. He accepts full responsibility. He is willing to make it work with the surrounding businesses to make sure that there will be no issue. Caravette explains that atmosphere music will turn on around 3pm and turn off for live music. They will turn back on until about 1am. Slavney states that if the City allows for this (technically for the first time) and the volume is not controlled appropriately, the City can proceed with action to have all of the speakers/outdoor music removed. Caravette explains that is why he is taking much action to assure this will not happen and will accept that decision. Hougen/Poetzinger motion to close the public hearing. Motion carried. **Hougen/ Skates motion to approve the Conditional Use Application filed by Daniel Caravette, 664 Cedar Point Drive, Williams Bay, WI 53191, to allow outdoor music including live entertainment (Outdoor Commercial Entertainment) for their existing Outdoor Entertainment area at 642 Main Street, Tax Key No. ZOP 00305, to include the addition of the four speakers that are currently installed, change the former volleyball area to a dining area, tents as approved by the fire department and that the sound from all outdoor music is limited to no further than the perimeter of the parcel. Skates friendly amendment to review this Conditional Use approval at the September Plan Commission meeting. Amendment fails for lack of second. Connors/Hougen friendly amendment that the music be limited to acoustic only, the hours as requested by the applicant, the outdoor music be no later than 11pm, with the music to not be discernible at the lot line and that the review will occur at the November Planning Commission. Amendment carried unanimously. Connors/Skates motion to limit this Conditional Use only to this owner and not be transferrable. Amendment carried unanimously.** Brugger explains that Bella Vista had a piano bar approved until 11pm. The Baker House had acoustic music approved in the garden area as well. **Original Motion carried unanimously.**

**Public Hearing and recommendation on a Conditional Use Application filed by Marina Bay Boat Rentals, 300 Wrigley Drive, PO Box 51, Lake Geneva, WI 53147, to reduce the size of the current pier to 100 feet located in Baker Park in front of 300 Wrigley Drive.** Tammy Carstensen, 300 Wrigley Drive approached the podium on behalf of Harbor Shores Condominiums, Terry Johnson, 2535 Countryside Drive, Delavan, approached the podium on behalf of Marina Bay Boat Rentals and also Jeff Reed, Reeds Construction, 1692 Walburg Rd, Burlington, WI also approached the podium. Johnson explains that he is here as a co-applicant with Harbor Shores. Attorney Draper explains that the Barker Park agreement gives the property owners (Harbor Shores) rights to have a pier on that property. Connors asks about

construction time frame and if it would start after then spawning season. Johnson has not heard back from the DNR on that. Hougen asks how the riparian rights were determined. This specific method is based off of an extension of the property lines.

Pete Milligan, leases the space next door from the Baker House, and wants to know how close the reconfigured pier will be and affect his business. Johnson states that there will be 30 feet between them.

Charles Colman, Geneva Lake Conservancy. He applauds the limits to the pier lengths on the lake.

Poetzinger/Skates motion to close the public hearing. Motion carried. **Connors/ Skates motion to recommend approval on a Conditional Use Application filed by Marina Bay Boat Rentals, 300 Wrigley Drive, PO Box 51, Lake Geneva, WI 53147, to reduce the size of the current pier to 100 feet located in Baker Park in front of 300 Wrigley Drive including staff recommendations and final approval by the DNR and Army Core of Engineers.** Motion carried unanimously.

**Public Hearing and recommendation on a Conditional Use Application filed by Kehoe-Henry & Associates Inc. on behalf of Lake Geneva Joint 1 School District 208 South Street, Lake Geneva, WI 53147, for a gymnasium addition to the North end of the existing school building (Indoor Institutional) located at 535 Sage Street, Tax Key No. ZOP 00003A.** Bill Henry, Kehoe-Henry & Associates approached the podium on behalf of the Joint 1 School District and explained the project. The original school building was built in 1951. In 1965 an addition was built onto the south end of the building. There is a large storm sewer that runs through the site. It is s 30 inch and 36 inch depending on what part of the line you are looking at. This line cuts through where the new addition is proposed therefore, three new manholes are to be installed to re route the storm sewer. Henry explains that they will be building into the hill, an area not utilized by the children. There will be a grade level entry from the existing building into the new area. There will be a ramp on the east side of the addition going toward the playground to provide handicapped accessibility. The addition will house just the gymnasium itself. Part of the old gymnasium will be remodeled into a library which will be a larger size and will be more accommodating to the number of students in this school as well as comparable to other schools in the district. The former library will be turned into a computer lab and a special education area for the students. The exterior is proposed at this time to be of brick and to be in similar texture/color to the 1951 brick that is currently on the building. There will be accent brick panels that will be slightly recessed to be similar in treatment when the windows were reduced in size when they were done in the 1980's. Hougen asks about the egress of students during construction. Henry states that he has not had a chance to look into that but will work with Brugger to find the best way to make that happen. Discussion occurred on the sanitary storm sewer locations. Connors asks about the exterior elevation difference between the old building and the new addition. The top of masonry is 13'4" and the top of the fascia is 12' 1". There is less than a foot and a 1/2 difference. The original gymnasium will still be the highest point of the buildings. That is not being altered at all. The dumpsters are planned to stay where they are and it was suggested by Brugger to maybe have some dumpster screening in the future.

Skates asks how this gym will be in comparison to the middle school gym. The middle school gym is about 50' x 84'. This gym floor will be 42' x 74'. This will be a little smaller than the middle school but still have adequate room for use. The main difference is the space around the perimeter of the court boundaries. It was asked in the Staff meeting why there are no windows in the gym. It was explained that windows are not ball friendly.

Eric Anderson, 611 Sage Street. He shares a driveway with the school and the new gym is proposed to go between his property and the existing school. He accepts many things that happen to his property for living next to the school. However, he doesn't care for the one spot on the 17 acres that the school has, of locating an addition right next to residential neighbors. He explains that he has a vacant lot that he bought specifically for no one to build on it to protect his views. He is also concerned that the gym addition will encourage more traffic (pedestrian and vehicular) to occur to get closer to the gym to pick up the kids or attend activities. Will people be parking on his lawn again (as they were prior to the parking lot being made). He expresses the concern that the lawn that has been maintained by him and the past owners of the property that he now owns makes it ten feet closer to where is appears the building it going. This was recently discovered. He doesn't contest the property line nor the care that he does for it. He in support of the school but just wanted to express his concerns.

Henry explains that other sites on the property were looked at for this expansion. He demonstrated some of the possible locations and then explained why it wasn't as workable. Olson left her seat at 8:05pm. Henry explains that when events are in the gym, parking will be in the South parking lot and access will be thru the school to the gym. Olson returned to her seat at 8:09pm. Henry explains that the addition is proposed to be brick with brick accents and plenty of landscaping as required by the City.

Diane Bauman, 602 Sage Street approached the podium and explained that one of the reasons they have stayed in their home so long is because of the view that they have of Dunn field. She feels that this will be a detriment to her property value and hopes that the location could be moved to the back side of the building (the east side).

Poetzing/Olson to close the public hearing. Motion carried unanimously. **Hougen/ Skates motion to recommend approval of the Conditional Use Application filed by Kehoe-Henry & Associates Inc. on behalf of Lake Geneva Joint 1 School District 208 South Street, Lake Geneva, WI 53147, for a gymnasium addition to the North end of the existing school building (Indoor Institutional) located at 535 Sage Street, Tax Key No. ZOP 00003A, subject to a general maintenance easement for any utility repairs that the City may make, final engineering as approved by the City Engineer and all staff recommendations.** Hougen explains that he would like to see some sort of architectural change to break up the "wall" of brick. He also expresses the possibility of researching options to allow for unbreakable windows/skylights. Connors reiterates that if parapets were added it would obstruct the vision more from the added height of the building. Brugger also commented that it could add extra expense depending on the height because it could cause for drift loads to be calculated and the roof top requiring more support. Rooftop mechanical units will be on top of this building and will be visible which is how you are able to view the current roof. **Connors/Skates friendly amendment on the old northwest corner of the building (between the new and old portion) door be restricted to emergency access only.** Brugger comments that the relocated spruce trees could be spotted along the north end of the building to break up the "wall". Brugger also shares that there is no sidewalk on the door that is being suggested to be emergency access only and only a landing so it is proposed to be a limited access door. **Unanimous approval on the amendment.** **Connors/Hougen amendment to have the School District work with Staff to relocate the proposed trees to break up the wall on the North side. Unanimous approval on the amendment.** Discussion occurred on the limitation of the gymnasium and nearby doors. **Connors/Skates amendment to the amendment that the limitation on the old northwest corner of the building door is limited to emergency access or staff use only. Unanimous approval on the amendment. Original motion carried unanimously.**

**Review and Recommendation on a Certified Survey Map located in the Town of Linn within the City's extra territorial jurisdiction review area.** Attorney Dennis Lynch approached the podium on behalf of George and Jacqueline Leedle. He would like to separate the farmhouse from the farm land for family use of both at this time. He explains that there is a recommendation from the City Engineer about a right of way dedication. The applicants have not been informed of this by any other jurisdiction and they are at a status quo about that decision at this time. He believes that if they comply with the City's request for the Right of Way dedication then it would violate the County's requirement for setback on the house. Brugger states that the City understands the issue and states that the City would settle for a reservation versus a dedication. The applicants would prefer to leave it as is and not make any concessions. Attorney Lynch states that all corrections will be made. The reservation will be an advantage as it will only be required when and if the land would come into this jurisdiction or any other jurisdiction. **Connors/ Skates motion to recommend approval on a Certified Survey Map located in the Town of Linn within the City's extra territorial jurisdiction review area including a 50' reservation of right of way for which ever jurisdiction it may come into and subject to all corrections suggested by the Department of Administration in a letter dated Feb 4, 2013 and Crispell Snyder in a letter dated Feb 12, 2013 for Tax Key No. IL24 00006. Motion carried unanimously.**

#### **Downtown Design Review.**

252 Center Street. Salon Renda. This is part of a multi-tenant monument sign. It is dark gray and black lettering with a gold perimeter border. Hougen/Skates motion to approve the signage as presented. Motion carried unanimously.

Skates/Hougen motion to adjourn at 8:47 pm. Motion carried.

/s/ Jennifer Special, Building/Zoning Administrative Assistant

*These minutes are not official until approved at the next Planning Commission meeting.*

STAFF REPORT  
To Lake Geneva Plan Commission

Meeting Date: February 18, 2013

Agenda Item #6

Applicant:

Vista del Lago Homeowners Assn.  
1070 S. Lake Shore Dr.  
Lake Geneva, WI 53147

Request:

Conditional Use approval for landscaping  
(lawn care) including retaining walls, widening  
the lake path, remove and replace patio and  
Add fire pit and plantings located in the Lakeshore  
Overlay district.

Description: The applicant would like to re-landscape their lakefront. All landscaping in the 100 foot Lakeshore Overlay zoning requires a conditional use approval for lawn care.

Staff Recommendation: Staff has no objection to the proposed conditional use. The goal of the Lakeshore Overlay District is to keep the lake front in a natural undeveloped state. The problem we frequently have is that very little of the existing lakefront is in a natural undeveloped state. Staff review of the submitted plan finds the proposed landscaping does an excellent job of utilizing native plants and natural looking materials to restore this portion of the lakefront to a more natural state. The plan also pushes the retaining wall further inland to create additional space along the lake path which will help alleviate congestion that occurs when the piers are stored in that area during the off season. Staff also has no objection to the expansion of the existing patio for two reasons. The ordinance treats both lawn grass and hard surface as non-conforming development so the request to replace some of the area that is currently existing lawn grass with hard surface is trading one non-conforming material for another. The other reason is that the plan calls for more than four times as much non-conforming lawn grass to be replaced with a more natural landscape than the expanded hard surface. Staff finds this to be an acceptable trade-off. Finally, staff feels that the proposed terraced retaining walls will provide better long term stabilization of the very steep slope which is currently subject to erosion problems. One condition staff would require is an erosion control plan submittal for staff approval prior to permit issuance.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

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

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

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

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #7

Applicant:

Daniel Caravette  
664 Cedar Point Drive  
Williams Bay, WI 53191

Request:

Conditional Use approval to allow for outdoor music including live entertainment (Outdoor Commercial Entertainment) for their existing outdoor entertainment area at 642 Main Street.

Description: The applicant has an existing outdoor entertainment area consisting of a bar, seating areas and a volleyball court. The applicant has removed the volleyball court in favor of additional dining area and would like to be able to have music playing, both live and via an audio system.

Staff Recommendation: Staff has no objections to the concept of music via an audio system where the noise level can be easily controlled. Staff has strong concern regarding the request of live music. While the City has approved live music at other venues, the type of live entertainment was specific in the application, such as a piano bar or a stringed quartet. In all cases, a condition that the music volume be kept at a level where the music is not discernable off the premise has been imposed. This is a much more difficult task where microphones, speakers, amplifiers are involved and a variety of unspecified types of music are involved. It could be an enforcement nightmare. Also, it is typical that any approval be a limited conditional use specific to this applicant that is not transferable and contains a probationary period. Staff has no objection to the use of tents for special events as long as it installed within 48 hours of the event and removed within 48 hours after the event and the tent meets the requirements of the Fire Dept.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

1. In general, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
2. Specific to this site, the proposed conditional use is in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.
3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now

exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

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

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #8

Applicant:

Marina Bay Boat Rentals  
300 Wrigley Drive  
Lake Geneva, WI 53147

Request:

Conditional Use approval to reduce the size of the current pier to 100 feet located in Baker Park in front of 300 Wrigley Drive.

Description: The applicant is required to reduce the length of their pier to one hundred feet to conform to the City's pier head ordinance and has submitted this conditional use to do so.

Staff Recommendation: Staff has no objection to the proposed reconfigured pier as the submitted plans show the pier is within the riparian space dedicated to this applicant.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

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

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

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

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #9

Applicant:

Lake Geneva Joint 1 School District  
208 South Street  
Lake Geneva, WI 53147

Request:

Conditional Use approval for a gymnasium addition  
to the North end of the existing school building at  
535 Sage Street (Eastview School).

Description: The applicant would like to construct an addition to the existing school for a new gymnasium.

Staff Recommendation: Staff has no objection to approval as the submitted site plan conforms to ordinance requirements.

If, after the public hearing, the Commission wishes to recommend approval, then the appropriate fact finding would be:

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

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

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

If, after the public hearing, the Commission wishes to recommend denial, then the appropriate fact finding would be:

1. In general, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

2. Specific to this site, the proposed conditional use is not in harmony with the purposes, goals, objectives, policies and standards of the City's Comprehensive Plan, Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City.

3. The proposed conditional use in its proposed location, and as depicted on the required site plan does result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan or any other plan, program, map, or ordinance adopted or under

consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

4. The proposed conditional use does not maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

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

6. The potential public benefits of the proposed conditional use do not outweigh all potential adverse impacts of the proposed conditional use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Agenda Item #10

Applicant:

George and Jacqueline Leedle  
N474 Armsby Road  
Lake Geneva, WI 53147

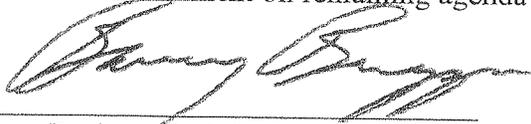
Request:

Certified Survey Map approval for land located in  
the Town of Linn within the City's extra territorial  
plat review jurisdiction area.

Description: The applicant would like to separate the existing farm buildings and homestead from the remaining farm lands. This separation is permitted by Sec.66-15 (2) which limits density "...exclusive of the farmstead."

Staff Recommendation: Staff has no objection to a recommendation for approval subject to compliance with the recommendation of the City Engineer. Staff would recommend allowing the applicant to reserve the referenced 50 foot right-of-way, as opposed to requiring an immediate dedication, as the dedication would reduce the lot size below the minimum required by the County. The reservation should require dedication upon demand of the authority having jurisdiction.

Staff may provide additional comment on the above items and will comment on remaining agenda items at the meeting.

  
\_\_\_\_\_  
Zoning Administrator

## CONDITIONAL USE RESOLUTION 13-R08

A resolution authorizing the issuance of a Conditional Use Permit filed by Vista del Lago Homeowners Association, 1070 S. Lake Shore Drive, Lake Geneva, WI 53147.

WHEREAS, the City Plan Commission has considered the application of Vista del Lago Homeowners Association, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on February 18, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit for landscaping (lawncare) including retaining walls, widening the lake path, remove and replace patio and add fire pit and plantings located in the Lakeshore Overlay District at 1070 South Lake Shore Drive, TAX KEY NO. ZCNV 00001-58, including all staff recommendations and, specifically, that an erosion control plan be submitted and approved prior to permit issuance and that the project is reviewed by the DNR.

Granted by action of the Common Council of the City of Lake Geneva this 25<sup>th</sup> day of February, 2013.

ATTEST:

\_\_\_\_\_  
James R. Connors, Mayor

\_\_\_\_\_  
Michael D. Hawes, City Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

Vista del Lago Condominiums 1070 S Lakeshore Dr Lake Geneva, WI 53147  
Tax parcel nos ZCUV00001 thru ZCUV00058, including ZCUV00049 & ZCUV00049<sup>D</sup> (62 parcels)

NAME AND ADDRESS OF CURRENT OWNER:

Vista del Lago Homeowners Association  
1070 S Lakeshore Dr Mar's unit Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: (262) 248-8174

NAME AND ADDRESS OF APPLICANT:

Tony Panozzo - Property Manager  
1070 S Lakeshore Dr Mar's unit Lake Geneva WI 53147

TELEPHONE NUMBER OF APPLICANT: (262) 248 8174

PROPOSED CONDITIONAL USE:

Relandscaped lakeside hill, removal of deteriorating wooden retaining walls and planters. Also removal of existing concrete patio and 10,000<sup>sq</sup> of new native vegetation. Proposed: install re-settled stone walls, patio with fire pit. Replant hill with 11,700<sup>sq</sup> of native vegetation. We will also add 3,700<sup>sq</sup> of additional native vegetation to the top of the hill as a buffer zone. Total native plantings will be 15,400<sup>sq</sup>

ZONING DISTRICT IN WHICH LAND IS LOCATED: PD (planned development) surrounded by ER-1 (Estate residential)

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

Application Consultant: Schrel & Assoc Landscape Design  
N 2070 City Rd. H #561 Lake Geneva, WI 53147 (262) 348 1315

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Existing residential condominium use to remain

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

1-16-2013 DATE  
Anthony Panozzo SIGNATURE OF APPLICANT

proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

(e) Written justification for the proposed conditional use:

\_\_\_\_\_ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (See below)

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

Landscaping with Native Vegetation as required by City and State, stabilizing the hill with Resette Stone walls, widening the lake path to make passage safer when walking past all pier parts that are stored on it in the winter. Creating a larger patio for visitors to enjoy.

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

Landscaping Visitor Lake Sidehill will become aesthetically pleasing for all the residents of Lake Geneva. IT will make it safer for all homeowners and residents of visitors using the Lake path.

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

NO. project will make area safer for all

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

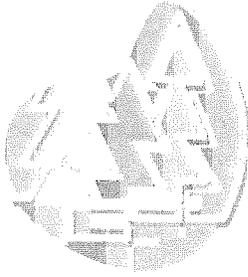
Visitor del Lago is a residential Condominium Development. IT has existed in Lake Geneva for decades inside residential zoning on both sides of the property. Nearby properties have native planting and walls to hold back their hillsides. This project will add safety and beautify the Lake front.

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

Yes - No additional utilities or services will be required

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

Yes - The proposed Landscaping project will enhance the Lake front of the property, to be more consistent in appearance with adjacent Lake front properties



## **Vista del Lago Homeowners Association**

*1070 S Lake Shore Drive / P.O. Box 803 / Lake Geneva, WI 53147*

*PH: 262/248-8174 Fax: 262/248-8774 Email: [vistajp@sbcglobal.net](mailto:vistajp@sbcglobal.net) [www.vistadellago.org](http://www.vistadellago.org)*

January 16, 2013

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

Attn: Mr. Barney Brugger

Re: Lakeside Hill Project  
Vista del Lago H.O.A  
1070 S Lake Shore Drive  
Lake Geneva, Wisconsin

Dear Mr. Brugger:

**This is a description of intended use in reasonable detail:**

- Existing zoning district and proposed zoning district is Planned Development or P.D.
- Land use plan map designation is single family residential
- Current land uses present on the subject property is multifamily residential
- Vista del Lago consists of 62 condominium units, built on 14 acres of land
- The proposed development shall comply with all requirements of Article VII.

### **PROJECT DESCRIPTION**

Vista del Lago is a Condominium Association located at 1070 S. Lake Shore Drive. The association is proposing to Landscape their lakeside hill and to widen their lake path. The hillside currently has a large wooden retaining wall, wooden planters and a 20'x20' concrete patio. All of the structures are deteriorating and showing signs of erosion.

The association is proposing to install a number of Rosetta stone retaining walls. The retaining walls will allow us to widen the lake path and hold back the grade and pressures of this large lakeside hill. We will also remove 10,200 sq. ft. of non-native vegetation and replant with 11,700 sq. ft. of native vegetation.

At the top of the hill we will remove a small 20'x20' concrete patio. The association is proposing to install a 30'x40' Rosetta stone patio with a fire pit. The patio will be moved to the east along the existing sidewalk and set down 2' into the ground.

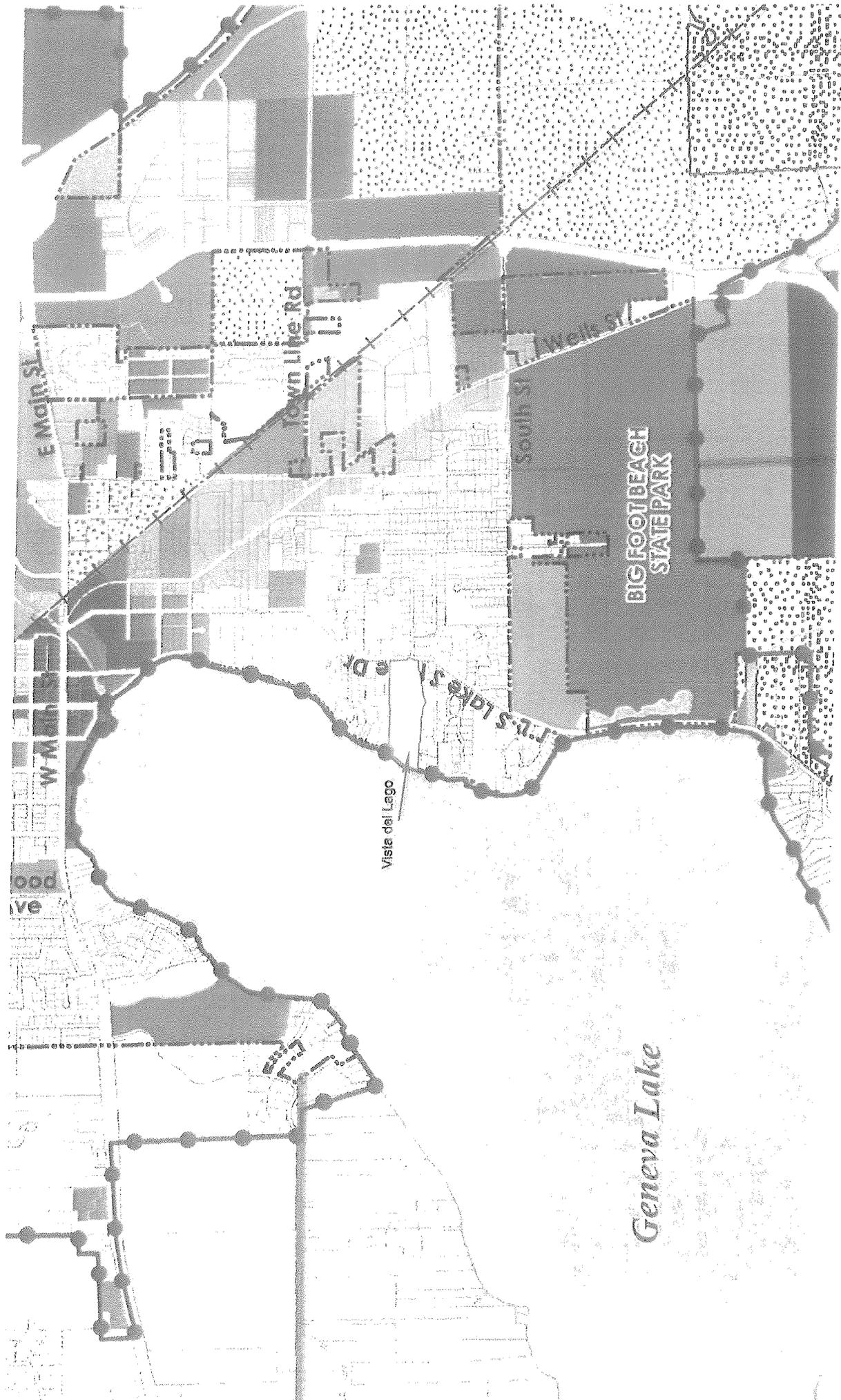
The association is also proposing to remove 3,700 ft. of non-native grasses along the top of the hill. This will create a safe zone from the top edge of the hill, allowing us to plant additional 3,700 ft. of native vegetation. The total square footage of the native vegetation being installed is 15,400 sq. ft.

The homeowners' of Vista del Lago feel the proposed landscaping project will be a great asset to the homeowners' and the residents of Lake Geneva. The hillside will be aesthetically pleasing and help increase values for all.

Please do not hesitate to contact me should you have any questions regarding this submittal.

Respectfully submitted,

Anthony Panozzo  
Property Manager – Vista del Lago H.O.A.



E Main St

Town Line Rd

South St Wells St

BIG FOOT BEACH STATE PARK

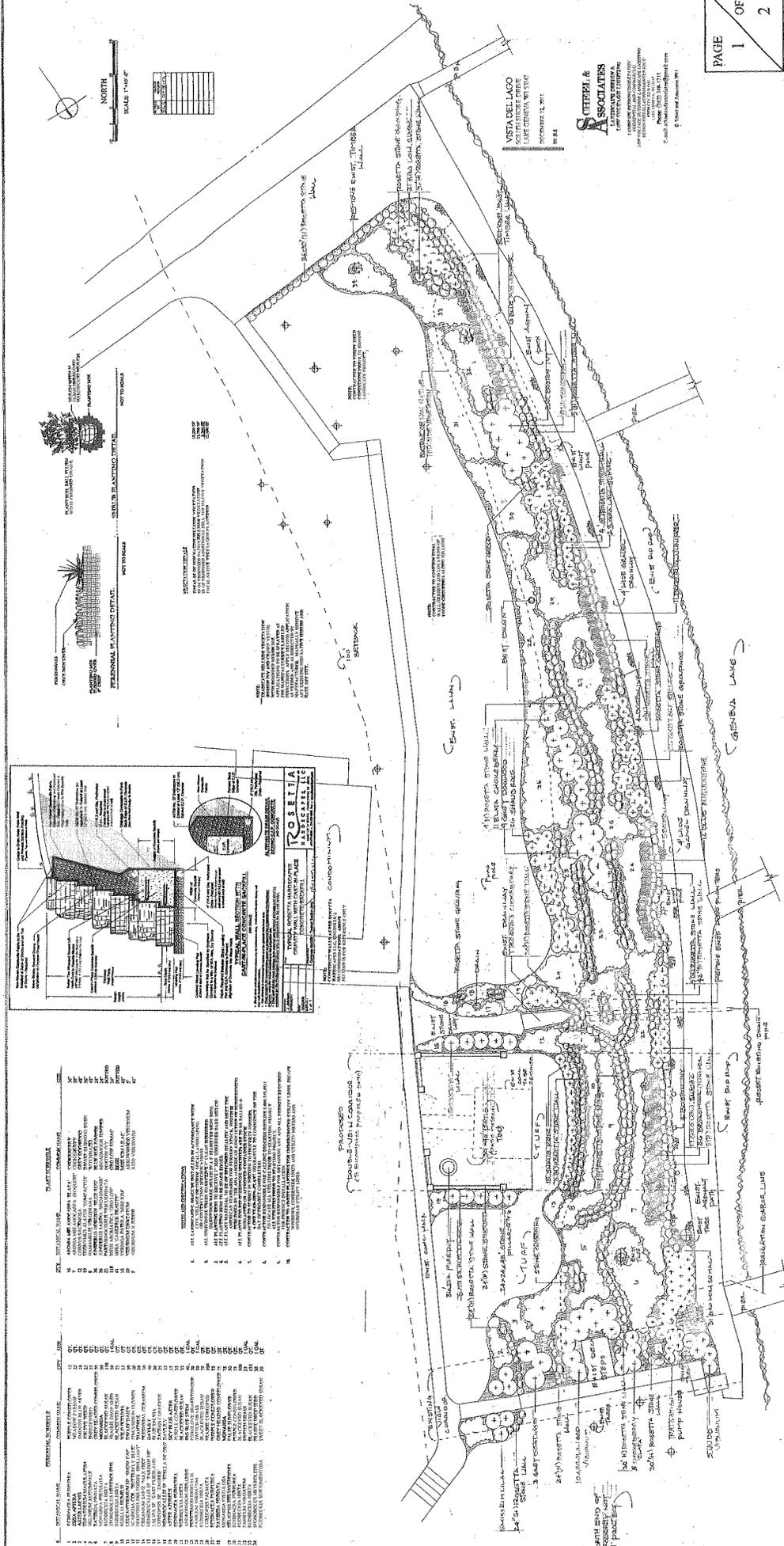
Vista del Lago

P.L.S. Lake St

Geneva Lake

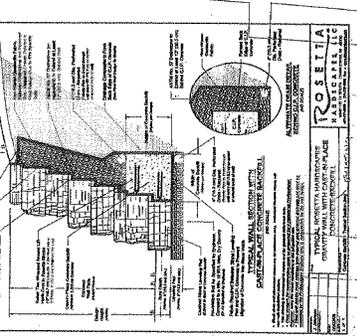
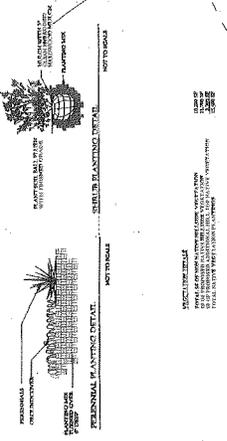
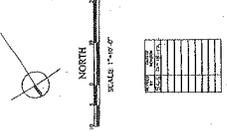
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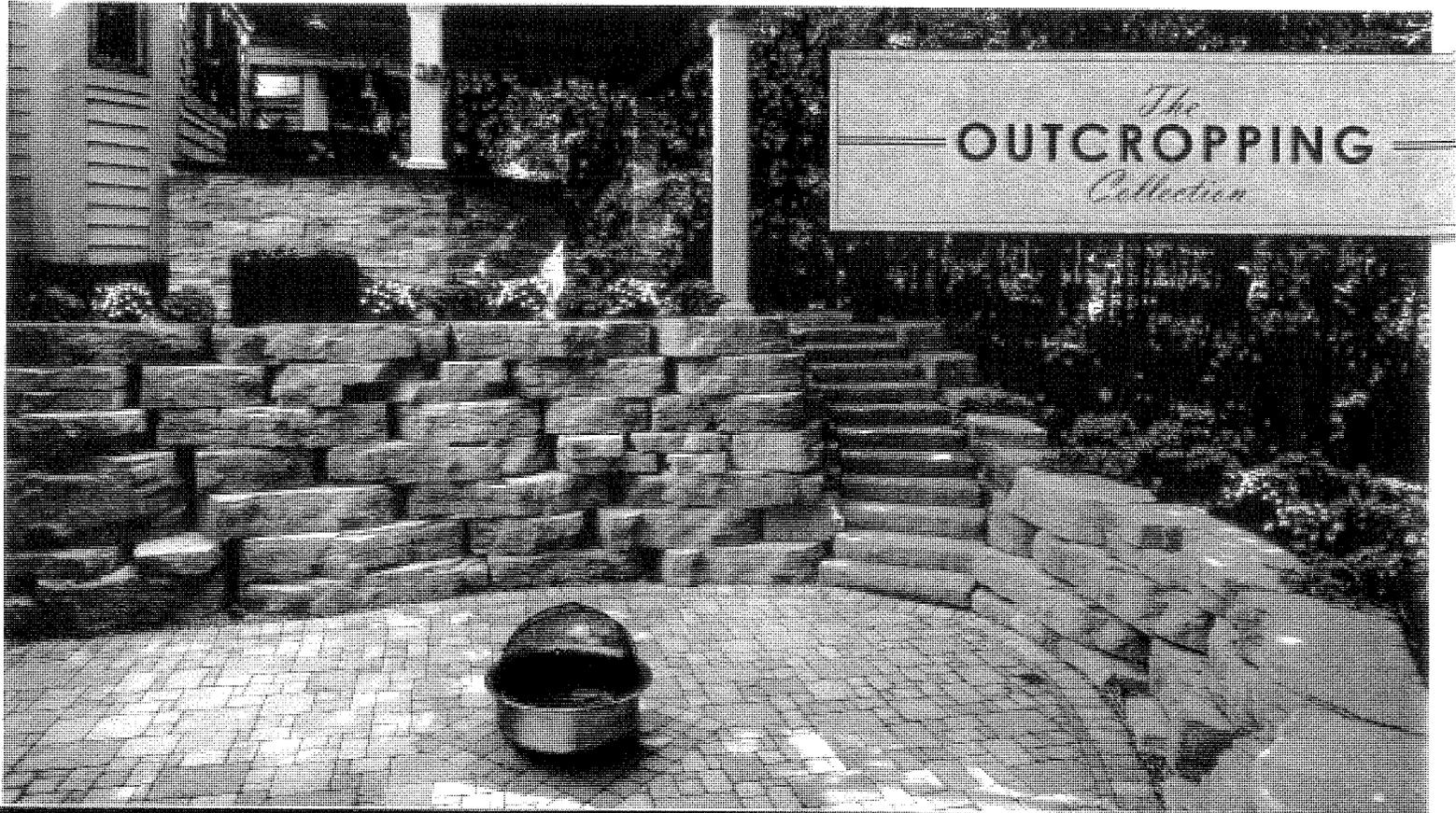


VISTA DEL LAGO  
 GOLF COURSE WATER  
 LANDSCAPE ARCHITECTURE  
 DECEMBER 13, 2011  
 #184

**ATTENI & ASSOCIATES**  
 LANDSCAPE ARCHITECTS  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 PHONE: (303) 733-1111  
 FAX: (303) 733-1112  
 E-MAIL: info@atteni.com

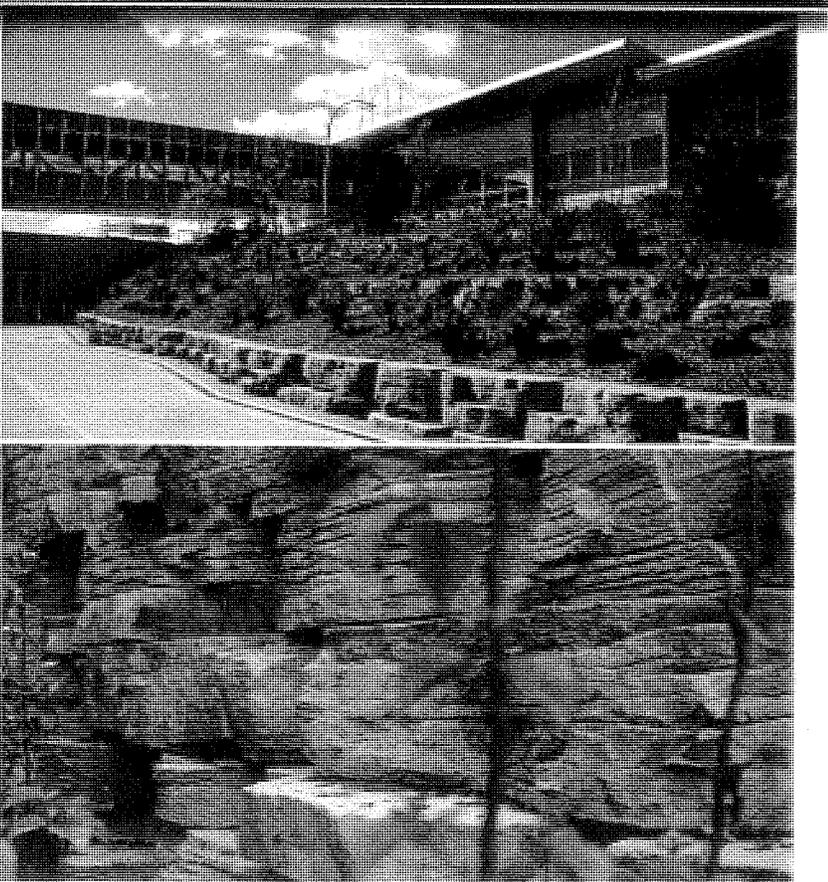
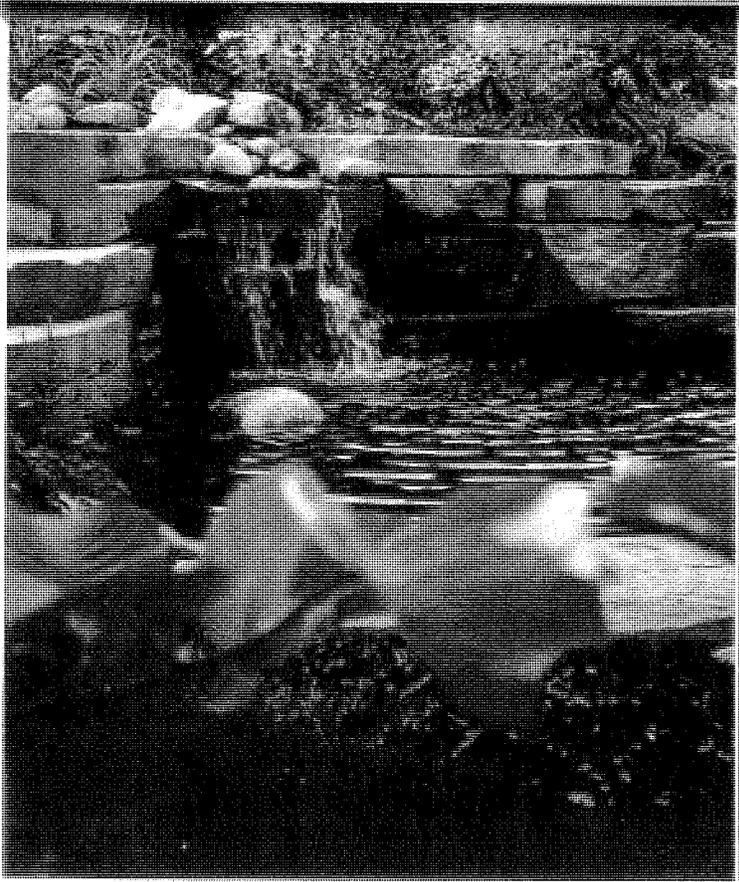


- PLANT SCHEDULE**
- | NO. | SYMBOL | PLANT NAME        | COMMON NAME       |
|-----|--------|-------------------|-------------------|
| 1   | 101    | ARIZONA SANDPAPER | ARIZONA SANDPAPER |
| 2   | 102    | ARIZONA SANDPAPER | ARIZONA SANDPAPER |
| 3   | 103    | ARIZONA SANDPAPER | ARIZONA SANDPAPER |
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| 50  | 150    | ARIZONA SANDPAPER | ARIZONA SANDPAPER |



*The*  
**OUTCROPPING**  
*Collection*

**ROSETTA** THE LOOK AND FEEL OF NATURE





## CONDITIONAL USE RESOLUTION 13-R09

A resolution authorizing the issuance of a Conditional Use Permit filed by Daniel Caravette, 664 Cedar Point Drive, Williams Bay, WI 53191.

WHEREAS, the City Plan Commission has considered the application of Daniel Caravette, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on February 18, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to allow outdoor music including live entertainment (Outdoor Commercial Entertainment) for their existing Outdoor Entertainment area at 642 Main Street, TAX KEY NO. ZOP 00305 including all staff recommendations and, specifically, to include the addition of the four speakers that are currently installed, change the former volleyball area to a dining area, tents as approved by the Fire Department, sound from all outdoor music be limited to no further than the perimeter of the parcel, that live music be limited to acoustic only between 5 p.m. and 9 p.m. Fridays and Saturdays, all outdoor music be no later than 11 p.m. with the music to not be discernible at the lot line, that the conditional use be reviewed again at the November Plan Commission meeting and this conditional use is limited only to this owner and is not transferable.

Granted by action of the Common Council of the City of Lake Geneva this 25<sup>th</sup> day of February, 2013.

---

James R. Connors, Mayor

ATTEST:

---

Michael D. Hawes, City Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

542 W. MAIN ST., Lake Geneva, WI 53147

NAME AND ADDRESS OF CURRENT OWNER:

Daniel Caravette 6604 Cedar Point Dr.  
Williams Bay, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER:

262-248-9752

NAME AND ADDRESS OF APPLICANT:

Same as Above

TELEPHONE NUMBER OF APPLICANT:

262-248-9752

PROPOSED CONDITIONAL USE:

Outdoor Eatery, Bars, Outdoor Music, AND  
Outdoor Live Music AND Entertainment

ZONING DISTRICT IN WHICH LAND IS LOCATED:

Central Business District.

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

Daniel Caravette 6604 Cedar Point Dr. Williams Bay,  
WI 53147

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Outdoor dining, bars, Live outdoor music/Entertainment,  
& outdoor Atmosphere music

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

DATE

SIGNATURE OF APPLICANT

## AMENDED JUSTIFICATION FOR

### PROPOSED CONDITIONAL USE

The applicant request an additional approval of a conditional use to the already existing and approved outdoor eatery and bars. A request for approval to provide outdoor atmosphere music during all hours of operation along with live music/entertainment each and every Friday and Saturday between the hours of 5pm and 9pm at the lower patio.

The space for the eatery and bar would be located on the west side of the existing building. Access to this space would be from the north side of the existing building that juts out into the courtyard and an entrance from the sidewalk on the north into the courtyard. The arbor entrance would be gated and manned by security personnel in addition to the security personnel that are at the front and back door entrances of the main building. The front of the building will be landscaped with shrubs, bushes, trees, and flowers. The courtyard would be stone pavers and would consist of two levels. The first level would be at street level and the second level would be at the level of the bank of the White River. The transition between the two levels would be made with a 5' wide stairway and an 8' x 12' ramp which would comply with ADA requirements. There would be approximately 10-4 top tables, 1-2 top table, and 8 bar stools for a projected seating capacity of 50 persons at the upper patio.

The L shaped bar would be located along the west side of the courtyard. The bar would be so constructed that when not in use it would be covered with hinged panels and locked.

There would be a 4' fence located 2' south of the sidewalk running from the east property line to the edge of the main entrance and from the west line of the main entrance to the first pillar. There would also be a 4' security fence from the pillar at the northwest corner of the property to a pillar on the east side of the arbor and between the pillar on the west side of the arbor to the pillar on the northwest corner on the sandstone seat wall and the to the U.S. post Office. The rear of the courtyard would also be fenced in the same manner. There would be a 6' gate entrance thru the arbor which leads into the courtyard area. The lower patio fencing will result in a totally self contained outside dinning area. The White River is located to the south of the courtyard, and office building is located on the east side, and the west side of the courtyard is buffered by a two story cement wall of the U.S. Post Office parking structure.

In order to provide our patrons with a much more enjoyable outdoor experience in our patio, additional speakers have been added to the upper and lower outdoor patio. The speakers were professionally installed and strategically placed in various locations along the perimeter of the patio. The speakers are directed into the patio and sound is contained within the patio area by way of the buffering of the

restaurant building and the two story cement wall of the Post Office. Extreme measures have been taken to ensure that not only will our customers have a more enjoyable experience with the addition of atmosphere music, but that are surrounding neighbors are not disturbed or inconvenienced in any way. Proper volume testing has been done with limiters installed to ensure that the volume of all music is maintained at the appropriate levels.

On Friday and Saturday evenings between the hours of 5pm to 9pm throughout the summer we will provide live music/entertainment for our dinner guests located at the lower patio. An area along the south end of the patio will be where all musicians/entertainers will perform. The entertainment provided is conducted at a volume for the patrons that are dining on the lower patio. The perimeter fencing along the patio and the staff working in that patio area provide a safe, relaxing, and enjoyable experience. During these hours there will be 5 to 8 staff members and management working in the lower patio area.

The outdoor patio is open from April thru October weather permitting during our normal business hours. The outdoor eatery and courtyard will also be used for special occasions such as pig roasts, weddings, private parties, and fundraisers. In the event of rain a tent will be erected in that area to ensure that such an event is able to take place.

The courtyard will be lighted with low watt light fixtures attached to the top of the pillars with metal shades directing the light downward. The subject property is located in the Central Business District and bordered by the previously described parking structure to the west, the Mill Creek Condominiums and the White River on the south, office building on the east and main Street on the north. There are commercial buildings and the telephone building located on the north side of Main Street.

The specific location of the proposed conditional use would be in harmony with the purposes and goals of the City Comprehensive Plan and Zoning Ordinance in that it would allow the owner to expand his business and become a more viable business in the central business district. It will also be an asset to the community as it relates to fulfilling the needs and desires of the residents of the community and the tourists who are looking for a comfortable, beautiful, unique outdoor eatery experience as can be enjoyed in many other communities who have the extensive mix of visitors, tourists, and residents.

The proposed conditional use in the proposed locations does not result in any substantial or undue adverse impact on nearby property in the neighborhood or any of the other factors set forth. The location of the courtyard is situated wholly upon applicants property and will have no effect on any of the factors that now exist or as may be developed in the future as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan or any other plan program; map

ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development.

The proposed conditional use will maintain the desired consistency of land uses and land use intensities since the subject property is in the Central Business District which does not have setback requirements.

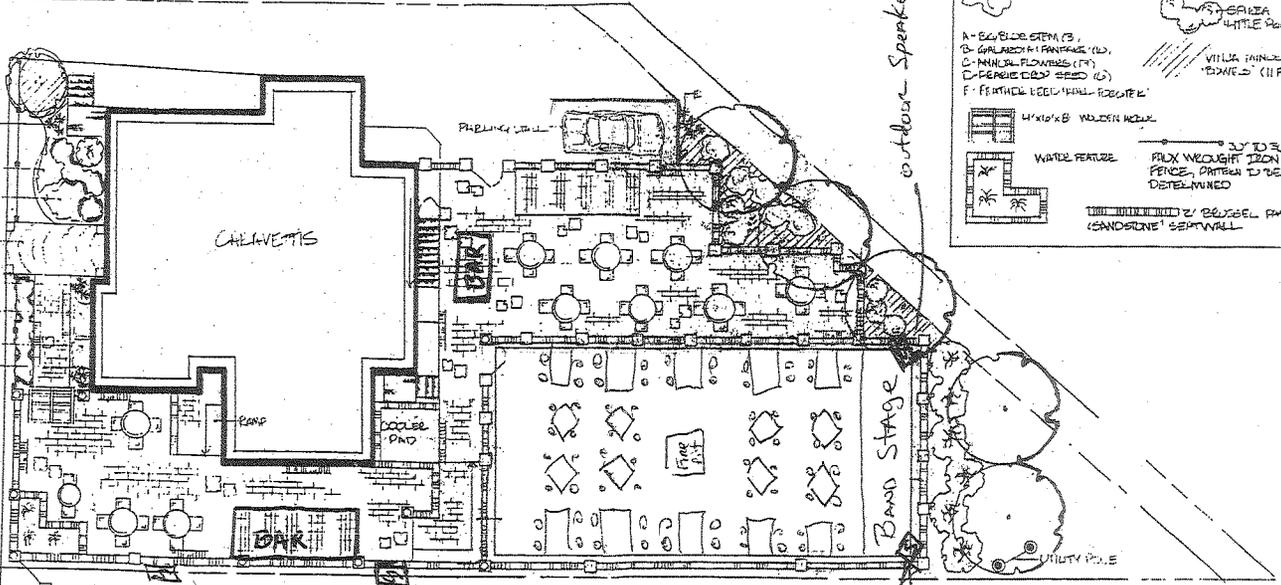
The proposed conditional use is in an area that is adequately served by and will not impose an undue burden on any improvements, facilities, utilities or services provided by public agencies serving the subject property. The potential public benefits of the proposed conditional use outweigh any potential adverse impacts of the proposed conditional use taking into consideration applicant's proposal of methods to be used to control access to the courtyard.

PROPERTY LINE

42  
250  
70  
105  
125  
175  
45  
45

CANOPY  
C  
D  
D  
C

PROPERTY LINE  
140  
140  
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140  
60  
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60  
60



KEY

- PEARL CHANTRELLE (1)
- SEVINGE (1)
- LEONARD VIBURNUM (1)
- DOGWOOD (1)
- SPRINKLE (1)
- GREEN MEXICAN (1)
- WEDGEWOOD WINE (1)
- GREEN VELVET (1)
- SALEA (1)
- WHITE PRINCESS (1)

A - EQUIS ITEM (1)  
B - GALLERIA FANTASY (1)  
C - MINOR FLOWERS (1)  
D - PERENNIAL BED (1)  
E - FERTILE BELL 'HALL' (1)

4" x 6" WOODEN KILL  
WATER FEATURE  
PLY WROUGHT IRON FENCE, PATTERN TO BE DETERMINED  
BRUSSELS PAVEMENT SANDSTONE

12.0  
6.0  
2.0  
2.0  
4.0  
12.0  
PROPERTY LINE

KEY

- OUTLET WITH 4 CHAIRS
- OUTLET WITH 2 CHAIRS

BRUSSELS PAVEMENT SANDSTONE

KEY

- WOODEN FENCE, PATTERN TO BE DETERMINED

10' x 4' T.H. INCLINED BAR BY OTHERS

KEY

- BRUSSELS DIMENSIONAL SANDSTONE (1) WITH OLD GUNBY THEATRE (1) CAP
- SALE MASONRY WITH HEDD GUNDOE LOW WITH LIGHTING, PATTERN TO BE DETERMINED
- OLD GUNBY THEATRE INSERTED INTO BRUSSELS PAVEMENT, RANDOM PATTERN



**BERNHARDT & SON**  
**LANDSCAPING INC.**  
ST. CHARLES, IL  
www.bernhardtandson.com 377-5235

ALL RIGHTS RESERVED  
Reproduction of plan for local concepts prohibited without written consent of Bernhardt & Son Landscaping Inc.  
DATE: 3-3-10 SCALE: 1/2" = 1'-0" DESIGNED BY: STM/MTJ

**THE CARVETTIS OUTDOOR EATERY**  
LAKE GENEVA, WISCONSIN SESSION # 12

## CONDITIONAL USE RESOLUTION 13-R10

A resolution authorizing the issuance of a Conditional Use Permit filed by Marina Bay Boat Rentals, 300 Wrigley Drive, PO Box 51, Lake Geneva, WI 53147.

WHEREAS, the City Plan Commission has considered the application of Marina Bay Boat Rentals, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on February 18, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to reduce the size of the current pier to 100 feet located in Baker Park in front of 300 Wrigley Drive including all staff recommendations and final approval by the DNR and Army Core of Engineers.

Granted by action of the Common Council of the City of Lake Geneva this 25<sup>th</sup> day of February, 2013.

---

James R. Connors, Mayor

ATTEST:

---

Michael D. Hawes, City Clerk

**APPLICATION FOR CONDITIONAL USE**

*City of Lake Geneva*

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

300 Wrigley Drive, Lake Geneva, Wisconsin, Parcel No. 2 as shown on Harbor Cove Condominium, a condominium being part of the Southeast 1/4 of Section 36, T2N, Range 17E, in the City of Lake Geneva, Walworth County, Wisconsin. ("Property").

**Name and Address of Current Owner:**

Harbor Shores Condominium Association, Inc.  
300 Wrigley Drive  
Lake Geneva, WI 53147  
Attn: Tammi Carstensen

**Telephone Number of Current Owner:** (262) 248-9181

**Name and Address of Applicant:**

Marina Bay Boat Rentals, Inc.  
300 Wrigley Drive  
P.O. Box 51  
Lake Geneva, WI 53147  
Attn: Terry and Pamela Johnson

**Telephone Number of Applicant:** (262) 245-0106

**Proposed Conditional Use:**

Pursuant to the terms and conditions of a Judgment entered in the Walworth County, Wisconsin, Circuit Court on June 15, 2011, the Applicant was ordered to shorten its 154 foot pier now existing in Baker Park to 100 feet. A copy of the Judgment is attached to this Application as Exhibit A and incorporated herein by reference. A copy of a survey of the existing 154 foot long pier which is being shortened is attached to this Application as Exhibit B. A copy of a survey depicting the proposed new 100 foot long pier is attached to this Application as Exhibit C. The existing 154 foot pier was granted a permit by the Wisconsin Department of Natural Resources dated May 4, 1999 under Permit No. 3-SE-99-0015. A copy of the DNR permit for the existing pier is attached to this Application as Exhibit D. A small location map showing the location of the subject property in the City of Lake Geneva is attached to this Application as Exhibit E.

**Zoning District in which land is located:**

GB - General Business

**Name and address of architect, professional engineer and contractor of project:**

Reed's Construction, LLC  
W3199 S. Lake Shore Drive  
Lake Geneva, WI 53147  
Telephone No.: (262) 248-5064

**Short statement describing activities to be carried on at site:**

Applicant intends to continue to engage in the business of renting boats and pier slips to the public, as it has done at this site since 1979.

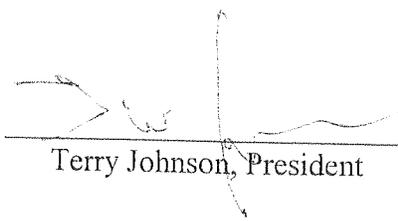
Conditional Use Fee payable upon filing: \$400 [\$100 for applications under Sec. 98-407(3).]

Application fee enclosed with application.

APPLICANT:

MARINA BAY BOAT RENTALS, INC.

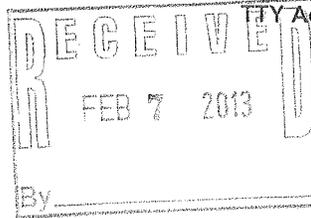
Dated: January 17, 2013

By: 

Terry Johnson, President

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
P.O. Box 7921  
Madison, WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



February 5, 2013

IP-SE-2013-65-00302

Marina Bay Boat Rentals Inc.  
Terry Johnson  
300 Wrigley Dr., P.O. Box 51  
Lake Geneva, WI 53147

Dear Mr. Johnson:

This acknowledges receipt of your application to place a pier on the bed of Geneva Lake, City of Lake Geneva in Walworth County.

Our field staff are currently evaluating your proposal. Depending on the amount of information you provided and the complexity of your project, you may be asked to provide additional information so that a complete evaluation can be made. We will notify you of the final disposition of your application as soon as we complete our review.

If you have not already done so, please contact the City of Lake Geneva to determine if a local permit is also required for your project. I have forwarded a copy of your application to the U.S. Army Corps of Engineers. They will advise you directly as to whether their regulations apply to your project.

If you have any questions, please contact your local Water Management Specialist, Travis Schroeder at (262) 574-2172.

Sincerely,

Deborah Lee  
Waterway and Wetland Permit Intake Specialist  
(608) 266-3910

cc: Travis Schroeder – Water Management Specialist  
Stacy Marshall – Project Manager, U.S. Army Corps of Engineers  
Jeff Reed – Reed's Construction  
City of Lake Geneva

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

TERRY JOHNSON, PAMELA JOHNSON  
and MARINA BAY BOAT RENTALS, INC.,  
Plaintiffs,

vs.

CITY OF LAKE GENEVA,

Defendant and  
Third-Party Plaintiff

and

HARBOR COVE CONDOMINIUM  
ASSOCIATION, INC.,  
Third-Party Defendant.

**JUDGMENT**

File Nos. 09CV00624,  
97CV00325

30701 Declaratory Judgment  
30303 Contracts  
30701 Other Injunction or  
Restraining Order

**FILED**  
CIRCUIT COURT

JUN 15 2011

CLERK OF COURTS - WALWORTH CO.  
BY ELISABETH YAZBEG

I. PARTIES

The parties to the above-captioned action are

A. Plaintiffs

1. Marina Bay Boat Rentals, Inc., 300 Wrigley Drive, Lake Geneva, WI 53147-2049.
2. Terry Johnson, 2535 Countryside Drive, Delavan, WI 53115-3776.
3. Pamela Johnson, 2535 Countryside Drive, Delavan, WI 53115-3776.

B. Defendant-Third Party Plaintiff

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

C. Third Party Defendant

1. Harbor Cove Condominium Association, Inc., 300 Wrigley Drive, Lake Geneva, WI 53147.

II. RELIEF GRANTED

Pursuant to the Order for Judgment herein, judgment is granted in favor of the Defendant-Third Party Plaintiff and against the Plaintiffs and Third Party Defendant as follows:

A. A permanent injunction, pursuant to which

1. Plaintiffs and Third-Party Defendant are prohibited from constructing, installing or otherwise placing in Lake Geneva any pier longer than 100 feet in length measured from the ordinary high water mark within the City of Lake Geneva; and
2. Plaintiffs and Third Party Defendant are ordered to immediately remove or shorten to 100 feet their pier now existing in Baker Park in the City of Lake Geneva.

B. All of Plaintiffs' claims against Defendant are dismissed with prejudice.

C. No costs are awarded.

III. FINAL JUDGMENT

This is a final judgment for purposes of appeal under Wis. Stat. § 808.03(1).

Dated: June 15, 2011.

BY THE COURT:

  
\_\_\_\_\_  
Sheila Reiff, Clerk of Circuit Court

11/11/11

old pier

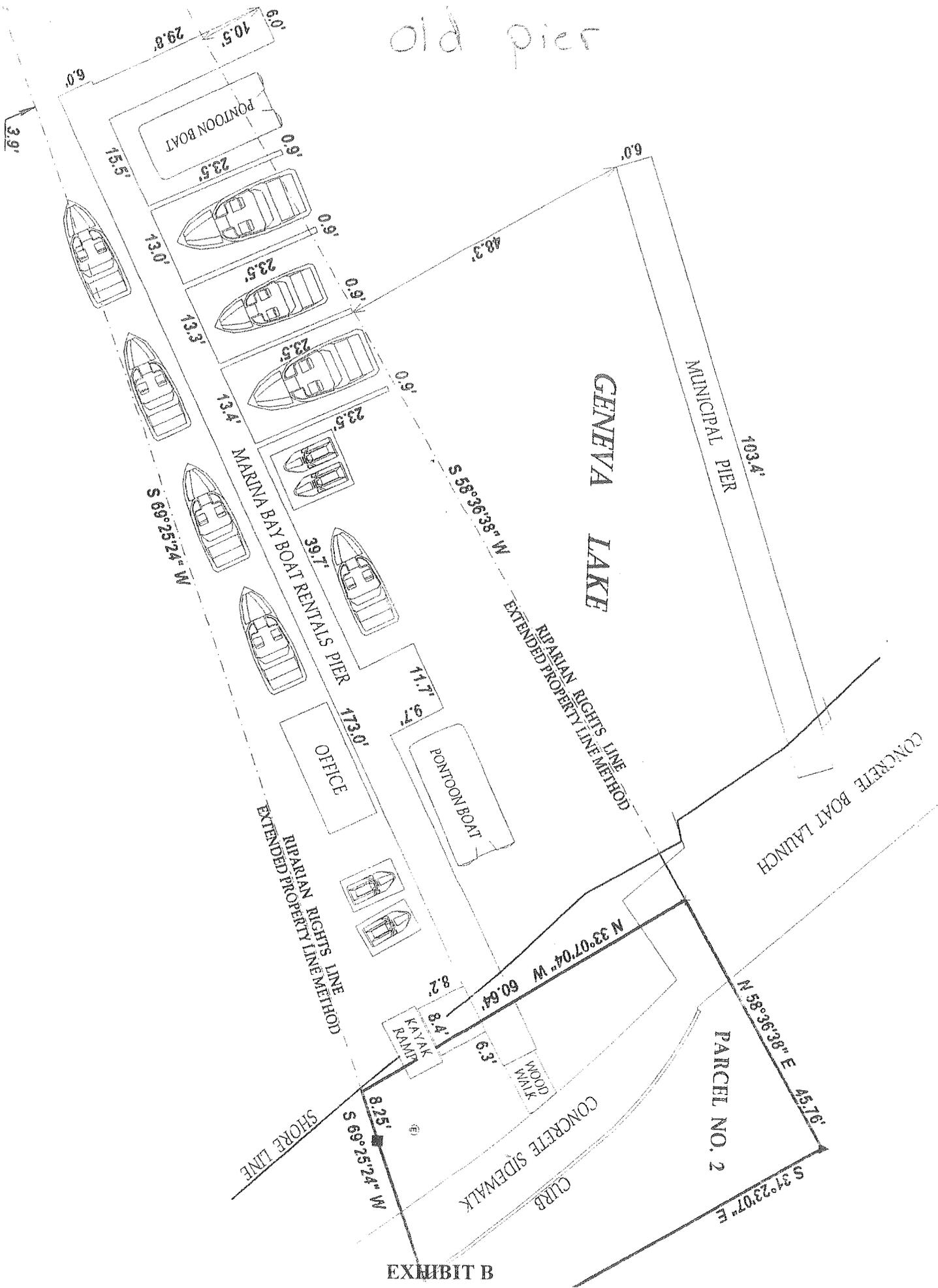
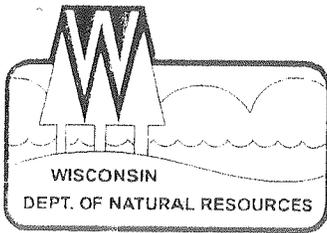


EXHIBIT B





State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tommy G. Thompson, Governor  
George E. Meyer, Secretary  
Gloria L. McCutcheon, Regional Director

Southeast Region Annex  
4041 North Richards Street  
PO Box 12436  
Milwaukee, Wisconsin 53212-0436  
Telephone 414-229-0800  
FAX 414-229-0810

May 4, 1999

Marina Bay Boat Company  
P.O. Box 51  
Lake Geneva, WI 53147

Dear Sir :

We have reviewed your application for a permit to place a pier on the bed of Geneva Lake in the City of Lake Geneva, Walworth County. We also received the public notice affidavit published on March 11, 1999 and did not receive any objections to the pier permit. You will be pleased to know your application is approved with a few conditions.

Attached is a copy of your permit which lists the conditions that must be followed. In addition, I have included a copy of our findings of fact and conclusions of law and your rights to appeal our action. A copy of the permit must be kept for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please feel to call me at 414-229-0828. And remember, your permit is not valid until you notify me of your intention to begin construction.

Good luck on your project!

Sincerely,

Dan Hesel  
Water Management Specialist

Attach.

EXHIBIT D

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

PIER PERMIT  
3-SE-99-0015

Marina Bay Boat Company is hereby granted under Section 30.12(2), Wisconsin Statutes, a permit to place a pier crib and pier on the bed of Geneva Lake, in the City of Lake Geneva, Walworth County, in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36, Township 2 North, Range 17 East, subject to the following conditions:

PERMIT CONDITIONS

1. You must notify Water Management Specialist Dan Helsel, Milwaukee, WI 53212 (phone 414-229-0828) before starting construction and again not more than 5 days after the project is complete.
2. You must complete the placement of the new crib as described on or before May 4<sup>th</sup>, 2000. You may not begin or continue construction after this date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances or by the U.S. Army Corps of Engineers before starting your project.
5. You must allow free and unlimited access to your project site at any time to any Department employee who is investigating the project's construction, operation, or maintenance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity is detrimental to the public interest.
7. You must keep a copy of this permit and approved plans at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

FINDINGS OF FACT (Facts which were considered in making this decision.)

1. Marina Bay Boat Company has filed an application for a permit to place a pier on the bed of Geneva Lake in the City of Lake Geneva, Walworth County, in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36, Township 2 North, Range 17 East. This project is located at 300 Wrigley Drive, Lake Geneva, WI.
2. The project will consist of shortening the existing pier by 11 feet with the placement of a new rock/timber pier crib. This new pier is provided for by the stipulation filed with the Walworth County Clerks office on May 26<sup>th</sup>, 1998 (Case # 97 CV 325).
3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.

4. The proposed project will not materially obstruct navigation and will not be detrimental to other public interests if constructed in accordance with this permit.
5. The proposed project, if constructed in accordance with this permit, will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in Section 144.01(3), Wisconsin Statutes.
6. The project has been reviewed for compliance with Chapter NR 103, Wisconsin Administrative Code. The Department has determined that the proposed project is not wetland dependent and that a practicable alternative does not exist. The proposed project, if constructed in accordance with this permit, will not result in significant adverse impacts to the functional values of the affected wetlands, significant adverse impacts to water quality or other significant adverse environmental consequences.
7. The Department has determined that granting or denying this permit does not constitute a major state action significantly affecting the quality of the human environment.
8. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.12(2) Wisconsin Statutes and Chapters NR 102, 103, 115, 116, 117, 150, 299 of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW (These are the legal reasons why the Department can make these decisions)

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.
2. The proposed project conforms with the standards of Chapters NR 103, 115, 116 and 117, Wisconsin Administrative Code.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and Wisconsin Administrative Code establish time periods within which requests to review Department decisions must be filed.

For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate court and serve the petition on the Secretary of the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to Section 227.42, Wisconsin Statutes, you have 30 days after the decision is mailed or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30 day period for filing a petition for judicial review. This notice is provided pursuant to Section 227.48(2), Wisconsin Statutes.

Dated at Milwaukee, Wisconsin on

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
For the Secretary

By



\_\_\_\_\_  
Dan Hesel  
Water Management Specialist

Jim Stadler, City of Lake Geneva  
R. Torhorst,  
Conservation Warden



## CONDITIONAL USE RESOLUTION 13-R11

A resolution authorizing the issuance of a Conditional Use Permit filed by Kehoe-Henry & Associates Inc. on behalf of Lake Geneva Joint 1 School District 208 South Street, Lake Geneva, WI 53147.

WHEREAS, the City Plan Commission has considered the application of Kehoe-Henry & Associates Inc. on behalf of Lake Geneva Joint 1 School District, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on February 18, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit for a gymnasium addition to the North end of the existing school building (Indoor Institutional) located at 535 Sage Street, TAX KEY NO. ZOP 00003A including all staff recommendations and, specifically, that it be subject to a general maintenance easement for any utility repairs that the City may make, that final engineering be approved by the City Engineer, that the door to the northwest corner of the building (between the new and old portion) be restricted to emergency access or staff use only and that the School District work with staff to relocate the proposed trees to break up the wall on the north side.

Granted by action of the Common Council of the City of Lake Geneva this 25<sup>th</sup> day of February, 2013.

---

James R. Connors, Mayor

ATTEST:

---

Michael D. Hawes, City Clerk

**KEHOE – HENRY & ASSOCIATES, INC.**  
ARCHITECTURE & ENGINEERING

25 North Wisconsin Street  
ELKHORN, WISCONSIN 53121

---

Daniel R. Kehoe, Architect  
Voice 262-723-2660  
Fax 262-723-5986

William R. Henry, Architect-P.E.  
Voice 262-723-4399  
Fax 262-723-4299

February 12, 2013

**City of Lake Geneva**  
626 Geneva Street  
P. O. Box 340  
Lake Geneva, WI 53147

Attn; Mr. Barney Brugger  
Zoning Administrator

Re: Gymnasium Addition and Remodeling to  
**EASTVIEW ELEMENTARY SCHOOL**  
Lake Geneva, Wisconsin  
Job No. 1239

Dear Mr. Brugger:

The Lake Geneva Joint 1 School District wishes to construct a gymnasium addition on the north side of Eastview Elementary School. Enclosed please find 25 copies of the final application packet for this project with updated information, including the following:

- Application for Conditional Use dated 1-7-13
- Agreement for Services (not included, but previously submitted by Warren Flitcroft on December 17, 2012)
- Conditional Use Review Checklist dated 1-7-13
- Site Plan Review Checklist dated 1-7-13
- Location Map
- Zoning/Land Use Map
- Preliminary Plans dated 2-11-13, including Site Plan, Landscaping Plan, Floor Plans, and Exterior Elevations

The existing school building and proposed gymnasium addition occupy Tax Key Parcel #ZOP-00003A. The parcel is approximately 17 acres and is commonly known as Dunn Field. In addition to Eastview School, the site also contains playgrounds, athletic fields, municipal tennis courts, a recently constructed parking lot jointly used by the City and School District, and a newly constructed skate park.

The Owner is requesting a conditional use to construct a gymnasium addition. A conditional use is necessary because the RH – Rural Holding District only permits indoor institutional uses through a Conditional Use permit. Specific project and submittal information is as follows.

1. The existing school building is 1-story with a ground floor. The proposed gymnasium addition shall be at the ground floor level, but will be slightly taller than the roof of the existing building on the north end. However, the existing multi-purpose room/cafeteria shall remain the tallest portion of the structure.

2. The existing gymnasium shall be remodeled to serve as a new library. The existing library will be remodeled for a computer laboratory and special education classroom.
3. The existing building footprint with the proposed addition is well below the .10 maximum floor area ratio.
4. The proposed setback to the north property line exceeds 50 feet. The existing west setback to Sage Street is well beyond the existing setback at the south 1965 addition. The east setback is over 600 feet.
5. The existing paved surface and sidewalk setbacks shall remain as is.
6. The maximum height of the existing school building shall not be exceeded. The proposed gymnasium addition shall be less than three feet higher than the north end of the existing building.
7. Off-street parking is provided in the recently constructed lot on the south end of the building. The proposed gymnasium addition shall not require any additional staff and replaces the current gymnasium. Therefore, it will not increase the need for parking.
8. Exemptions may be required for any other nonresidential performance standard that does not presently exist on the site or is in conflict with the proposed concept plans submitted herewith, if any.
9. Exemptions may be required to the signage regulations. Additional information shall be submitted as signage needs are determined.
10. Primary vehicular access shall remain on Sage Street.
11. Off-street passenger loading shall remain on the existing bus lane south of the school.
12. Off-street parking shall remain as is on the lot at the south half of the site.

We understand this matter shall be on the Plan Commission agenda for February 18, 2013. Please advise if you require any additional information.

Very truly yours,

**KEHOE-HENRY & ASSOCIATES, INC.**

*William R. Henry*

William R. Henry  
Architect - P.E.

Enclosures

Cc: Mr. Warren Flitcroft  
File

APPLICATION FOR CONDITIONAL USE  
*City of Lake Geneva*

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

EASTVIEW SCHOOL. 535 SAGE STREET. LAKE GENEVA. TAX PARCEL NO. ZOP 00003A.

NAME AND ADDRESS OF CURRENT OWNER:

Lake Geneva Joint 1 School District  
208 South Street, Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: 262-348-1070

NAME AND ADDRESS OF APPLICANT:

KEHOE-HENRY & ASSOCIATES. INC.  
25 N. Wisconsin Street, Elkhorn, WI 53121

TELEPHONE NUMBER OF APPLICANT: 262-723-4399

PROPOSED CONDITIONAL USE:

APPROXIMATELY 81' X 91' GYMNASIUM ADDITION TO NORTH END OF EXISTING SCHOOL  
BUILDING

ZONING DISTRICT IN WHICH LAND IS LOCATED: RH - RURAL HOLDING

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

Kehoe-Henry & Associates, Inc., Elkhorn, Wisconsin    J. P. Cullen & Sons, Inc. Janesville, Wisconsin

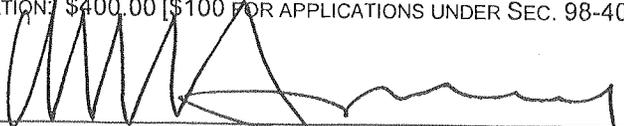
SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

ELEMENTARY SCHOOL

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

1.7.13

DATE



SIGNATURE OF APPLICANT WILLIAM R. HENRY

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

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

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

X Pre-submittal staff meeting scheduled:

Date of Meeting: 12-17-12 Time of Meeting: 1:30 Date: by:

Follow-up pre-submittal staff meetings scheduled for:

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

Application form filed with Zoning Administrator: Date: by:

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

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

II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator)

Date: by:

Draft Final Packet (1 Copy to Zoning Administrator)

Date: by:

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

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

All lot dimensions of the subject property provided;  
 Graphic scale and north arrow provided.

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

(c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations;

(d) A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a group development (per Section 98-208) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 98-908.

(e) Written justification for the proposed conditional use:

Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Lake Geneva Comprehensive Master Plan, particularly as evidenced by compliance with the standards set out in Section 98-905(4)(b)1.-6. (*See below*)

### III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

Eastview School has been in continuous operation on the site since 1951. The School District continues to maintain and upgrade the facilities to continue serving the students and community well into the future.

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

See response to 1. above.

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

No

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

See response to 1. above.

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

Yes, the existing services to the school are adequate for the existing building and proposed addition.

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

Yes

**IV.FINAL APPLICATION PACKET INFORMATION**

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

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

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

\_\_\_\_ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: \_\_\_\_\_ by: \_\_\_\_\_

\_\_\_\_ Class 2 Legal Notice published on \_\_\_\_\_ and \_\_\_\_\_ by: \_\_\_\_\_

\_\_\_\_ Conditional Use recorded with the County Register of Deeds Office: Date: \_\_\_\_\_ by: \_\_\_\_\_

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

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

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

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II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator) Date: by:

Down arrow Draft Final Packet (1 Copy to Zoning Administrator) Date: by:

Down arrow

X (a) A written description of the intended use describing in reasonable detail the:

X Existing zoning district(s) (and proposed zoning district(s) if different);

X Land use plan map designation(s);

X Current land uses present on the subject property;

X Proposed land uses for the subject property (per Section 98-206);

(No Change) NC Projected number of residents, employees, and daily customers;

X Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;

\_NC\_ Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

\_NC\_ Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;

\_X\_ If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";

\_X\_ Exterior building and fencing materials (Sections 98-718 and 98-720);

\_X\_ Possible future expansion and related implications for points above;

\_X\_ Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

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

\_X\_ \_\_\_\_\_ (c) A **Property Site Plan** drawing which includes:

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

\_X\_ The date of the original plan and the latest date of revision to the plan;

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

\_X\_ A reduction of the drawing at 11" x 17";

\_X\_ A legal description of the subject property;

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

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

\_X\_ All required building setback lines;

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

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

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

\_X\_ The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;

\_X\_ The location of all outdoor storage areas and the design of all screening devices;

- The location, type, height, size and lighting of all signage on the subject property;
- The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;
- The location and type of any permanently protected green space areas;
- The location of existing and proposed drainage facilities;
- In the legend, data for the subject property on:
  - Lot Area;
  - Floor Area;
  - Floor Area Ratio (b/a);
  - Impervious Surface Area;
  - Impervious Surface Ratio (d/a);
  - Building Height.

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

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

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

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

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

and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

### III.FINAL APPLICATION PACKET INFORMATION

- \_\_\_\_\_ Receipt of 5 full scale copies in blueline or blackline  
of complete Final Application Packet by Zoning Administrator:      Date: \_\_\_\_\_ by: \_\_\_\_\_
  
- \_\_\_\_\_ Receipt of 25 reduced (8.5" by 11" text and 11" x 17" graphics)  
copies of complete Final Application Packet by Zoning Administrator:      Date: \_\_\_\_\_ by: \_\_\_\_\_

**Legend**

- Found County Section Corner
- Found Iron Pipe
- Found Iron Rod
- ( ) Recorded Information
- Utility Pole
- Utility Pole with
- Marking of Concrete Cover
- Diggers Hotline Flag
- Asphalt Surface
- Concrete Surface
- Gravel Surface
- Hydrant
- Water Valve

Surveyed for: **Lake Geneva Schools**  
 328 South Street  
 Lake Geneva, Wisconsin 53147

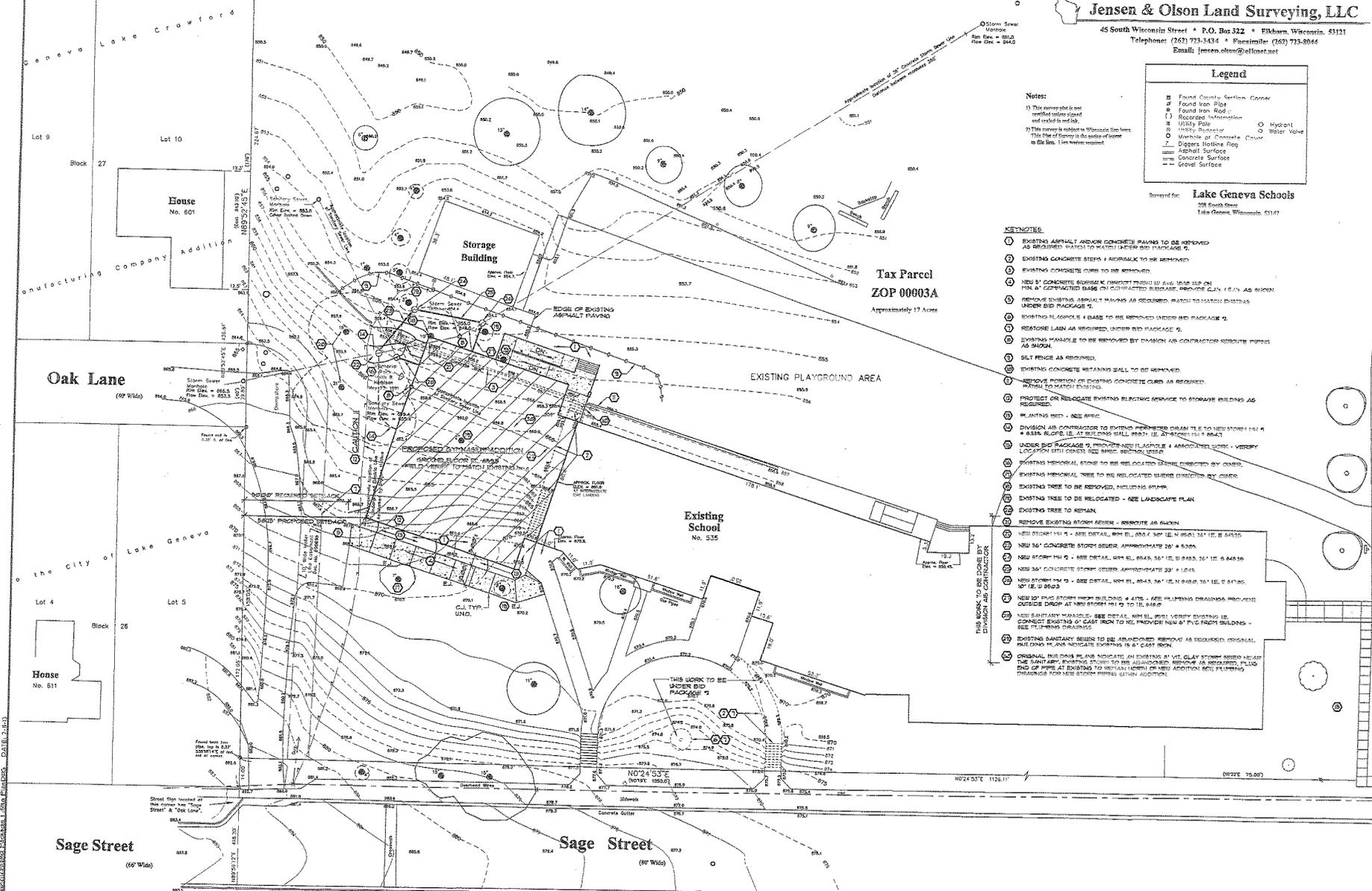
**Notes:**

- 1) This corner shall be set and marked under guard and locked in place.
- 2) This corner is subject to Wisconsin Statutes. This Plan is subject to the rules of court as the law may require.

**KEYNOTES:**

- 1) EXISTING ASPHALT AND/OR CONCRETE PAVINGS TO BE REMOVED AS REQUIRED. PATCH TO MATCH UNDER BID PACKAGE #.
- 2) EXISTING CONCRETE STEPS & BORDERS TO BE REMOVED.
- 3) EXISTING CONCRETE CURB TO BE REMOVED.
- 4) NEW 3" CONCRETE BORDERS (FRONT) SHALL BE 1/2" MIN. OVER TOP OF FINISHED GRADE. PROVIDE CURB WITH 1/4" AS RAMP UNDER BID PACKAGE #.
- 5) REMOVE EXISTING ASPHALT PAVINGS AS REQUIRED. PATCH TO MATCH EXISTING UNDER BID PACKAGE #.
- 6) EXISTING FLAGPOLES & BASES TO BE REMOVED UNDER BID PACKAGE #.
- 7) RESTORE LAWN AS REQUIRED, UNDER BID PACKAGE #.
- 8) EXISTING MANHOLE TO BE REMOVED BY DIVISION AIR CONTRACTOR. REBUILT AS SHOWN.
- 9) SILT FENCE AS REQUIRED.
- 10) EXISTING CONCRETE RETAINING WALL TO BE REMOVED.
- 11) REMOVE PORTION OF EXISTING CONCRETE CURB AS REQUIRED. PATCH TO MATCH EXISTING.
- 12) PROTECT OR RELOCATE EXISTING ELECTRIC SERVICE TO STORAGE BUILDING AS REQUIRED.
- 13) PLANTING SEE - SEE SPEC.
- 14) DIVISION AIR CONTRACTOR TO EXTEND PERMITTED DRAIN TIE TO NEW STORM #12 & 18" SLOPE TO 1% AT EXISTING WALL. SEE DETAIL #12 & 18".
- 15) UNDER BID PACKAGE #, PROVIDE NEW FLAGPOLE & ASSOCIATED BASE. VERIFY LOCATION WITH OWNER. SEE SPEC. SECTION 0515.
- 16) EXISTING MEMORIAL STONE TO BE RELOCATED AS DIRECTED BY OWNER.
- 17) EXISTING MEMORIAL STONE TO BE RELOCATED WHERE DIRECTED BY OWNER.
- 18) EXISTING TREE TO BE REMOVED, INCLUDING STUMP.
- 19) EXISTING TREE TO BE RELOCATED - SEE LANDSCAPE PLAN.
- 20) EXISTING TREE TO REMAIN.
- 21) REMOVE EXISTING STORM SERVICE - REBUILT AS SHOWN.
- 22) NEW STORM #12 - SEE DETAIL, 12" I.D., 12" H.I., 12" I.D., 12" H.I., 12" I.D., 12" H.I., 12" I.D., 12" H.I.
- 23) NEW 36" CONCRETE STORM SERVICE, APPROXIMATE 28' x 5.50'.
- 24) NEW STORM #12 - SEE DETAIL, 12" I.D., 12" H.I., 12" I.D., 12" H.I., 12" I.D., 12" H.I.
- 25) NEW 36" CONCRETE STORM SERVICE APPROXIMATE 28' x 12.4'.
- 26) NEW STORM #12 - SEE DETAIL, 12" I.D., 12" H.I., 12" I.D., 12" H.I., 12" I.D., 12" H.I.
- 27) NEW 18" PVC STORM UNDER BUILDING & 4" x 4" ARE PLUMBING DRAINAGE PROVIDED OUTSIDE DROP AT NEW STORM #12 TO 12, 18 & 24.
- 28) NEW SANITARY MANHOLE, SEE DETAIL, 18" I.D., 18" H.I., VERIFY EXISTING IS CONNECT EXISTING AT EAST SIDE TO BE PROVIDED NEW AT PVC STORM BUILDING - SEE PLUMBING DRAWINGS.
- 29) EXISTING SANITARY SEWER TO BE ABANDONED. REMOVE AS REQUIRED. ORIGINAL PIPE DRAIN PLAN INDICATE EXISTING IS AT EAST SIDE.
- 30) ORIGINAL BUILDING PLANS INDICATE AN EXISTING 8" VET. GLASS STORM SERVICE NEAR THE SANITARY SEWER. CHECK TO BE ABANDONED. REMOVE AS REQUIRED. PLOTTED DED. OF HERE AT EXISTING TO REMAIN NORTH OF NEW ADDITION. SEE PLUMBING DRAWINGS FOR NEW STORM PIPES WITHIN ADDITION.

THIS WORK TO BE DONE BY DIVISION AIR CONTRACTOR



**SITE PLAN**  
 C-1  
 1" = 20'  
 NORTH

**NOTE:**  
 SITE PLAN FLOOR ELEVATIONS MATCH ARCHITECTURAL AS FOLLOWS:  
 GROUND FLOOR: 855.5' - 88'-8"  
 FIRST FLOOR: 872.5' - 120'-0"

PRELIMINARY DRAWING  
 NOT FOR CONSTRUCTION

**ADDITION & REMODELING TO  
 EASTVIEW ELEMENTARY SCHOOL**  
 535 Sage Street  
 Lake Geneva, Wisconsin 53147

**KEHOE - HENRY & ASSOCIATES, INC.**  
 ARCHITECTURE & ENGINEERING  
 24 NORTH WISCONSIN STREET  
 ELKHORN, WISCONSIN 53121  
 TELEPHONE: 262-713-1414  
 FAX: 262-713-1419

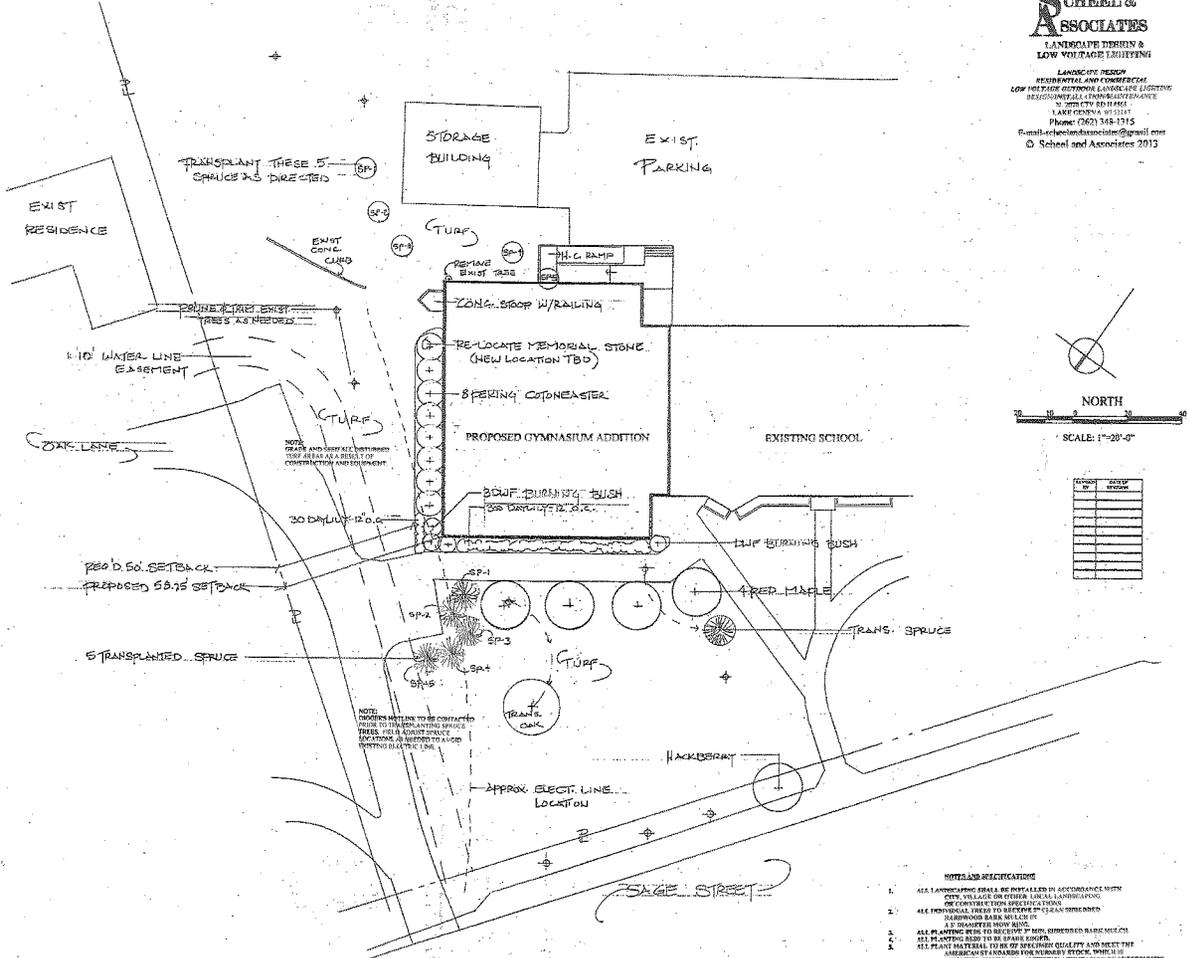
JOB NO. 1239  
 DATE 2/11/13  
 91 SHEET NO. C-1

ACADEMIC: UNCORRECTED FOR PLOTTING. DATE: 2/11/13

QTY	BOTANICAL NAME	PLANT SCHEDULE	COMMON NAME	SIZE
4	ACER FREEMANTII 'AUTUMN BLAZE'	RED MAPLE	RED MAPLE	3"
1	CELEBRENTIALIS 'SINGAPORE LAND'	SLUGGISH BERRY	SLUGGISH BERRY	3"
4	COTONEASTER ADULTIUM 'JIM'	PERKING COTONEASTER	PERKING COTONEASTER	3"
4	EVONYMUS ALATUS 'COMPACTUS'	DWARF EVONYMUS	DWARF EVONYMUS	3"
330	HEMIPHYSALIS SP. 'VITELLA DR. DRIP'	DAILY	DAILY	QT.
1	TRANSPLANTED QUERCUS SP. (OAK)			7" DBH
2	TRANSPLANTED PICEA SP. (SPRUCE)			VARYING SIZE

**EASTVIEW ELEMENTARY**  
 535 SAGE STREET  
 LAKE GENewa WI 53147  
 FEBRUARY 11, 2013  
 09:55

**SCHUEHL & ASSOCIATES**  
 LANDSCAPE DESIGN & LOW VOLTAGE LIGHTING  
 LANDSCAPE DESIGN  
 RESIDENTIAL AND COMMERCIAL  
 LOW VOLTAGE LIGHTING, LANDSCAPE LIGHTING, LIGHTING  
 DESIGN, IRRIGATION, POND MAINTENANCE  
 1000 W. WISCONSIN STREET  
 LAKE GENewa, WI 53147  
 Phone: (262) 748-1315  
 E-mail: schuehlassociates@gmail.com  
 © Schuehl and Associates 2013



**LANDSCAPING BROWDER POINT SCHEDULE FOR BROWDER DISTRICT**

FOUNDATION LANDSCAPING	REQUIRED PTS.	DESIGNED PTS.
267 LF-160-2.67(28) pts	534 POINTS	55 POINTS
DEVELOPED LOT LANDSCAPING	REQUIRED PTS.	DESIGNED PTS.
718 SF-1000-1.18(10) pts	72 POINTS	120 POINTS
STREET FRONTAGE LANDSCAPING	REQUIRED PTS.	DESIGNED PTS.
100 LF-100(20)	20 POINTS	33 POINTS

**LANDSCAPING PLAN**  
 L-1  
 1" = 20'-0"

- NOTES AND SPECIFICATIONS**
- ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH CITY, VILLAGE OR OTHER LOCAL LANDSCAPING OR CONSTRUCTION SPECIFICATIONS.
  - ALL INDIVIDUAL TREES TO BE PLANTED IN CLEAN WELDED GALVANNEED BARE ROOT BALLS.
  - ALL PLANTED TREES SHALL BE PLANTED IN ACCORDANCE WITH THE CITY OF LAKE GENewa SPECIFICATIONS.
  - ALL PLANTING SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR ANOTHER QUALIFIED PERSON.
  - ALL PLANTING SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR ANOTHER QUALIFIED PERSON.
  - ALL PLANTING SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR ANOTHER QUALIFIED PERSON.
  - CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING AND ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE GENewa.
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REVISIONS

LANDSCAPING PLAN

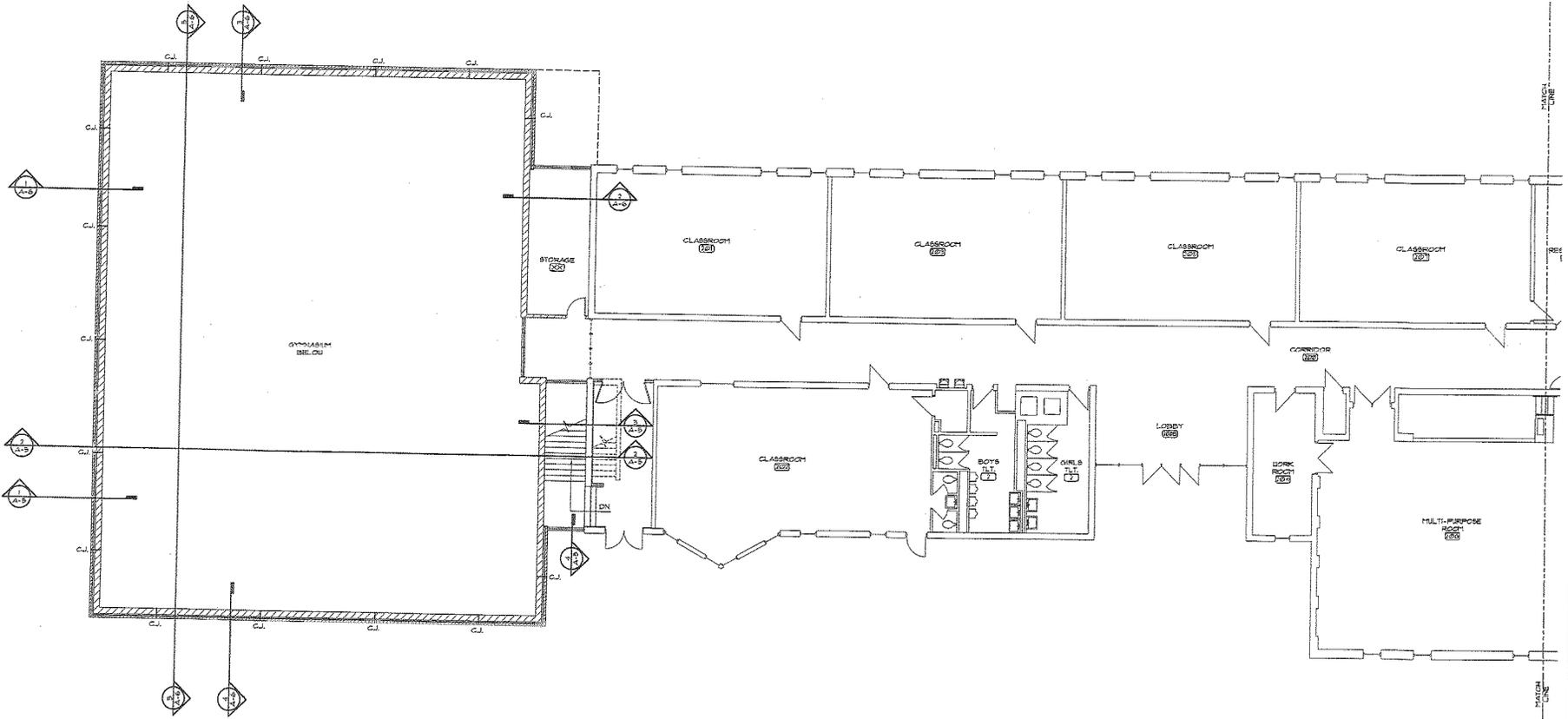
ADDITION & REMODELING TO EASTVIEW ELEMENTARY SCHOOL  
 535 Sage Street  
 Lake Geneva, Wisconsin 53147

**KEHOE - HENRY & ASSOCIATES, INC.**  
 ARCHITECTURE & ENGINEERING  
 25 NORTH WISCONSIN STREET  
 LAKE GENewa, WI 53147  
 TELEPHONE: 262.742.4297  
 FAX: 262.742.4508

JOB NO. 1239  
 DATE 2/11/13  
 SHEET NO. 1-1

2013.02.11 10:55 AM C:\Users\jhenry\OneDrive\Documents\1239\1239.dwg

SCALE: 1/8" = 1'-0" DATE: 2/11/13



1  
A-2 FIRST FLOOR PLAN  
1/8" = 1'-0"  
NORTH

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

REVISIONS

FIRST FLOOR PLAN - ADDITION

ADDITION & REMODELING TO  
EASTVIEW ELEMENTARY SCHOOL  
535 Sage Street  
Lake Geneva, Wisconsin 53147

KEHOE - HENRY & ASSOCIATES, INC.  
ARCHITECTURE & ENGINEERING  
25 NORTH WISCONSIN STREET  
EASTVIEW, WISCONSIN 53121  
PHONE: 262-727-4400  
FAX: 262-727-4429

JOB NO.  
1239  
DATE:  
2/11/13  
SHEET NO.  
A-2





City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or

SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

George A. and Jacquelyn Leedle

N474 Armsby Road

Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: ( 262 ) 275-6565

NAME AND ADDRESS OF APPLICANT:

Dennis R. Lynch

P.O. Box 700

Burlington, WI 53105

TELEPHONE NUMBER OF APPLICANT: ( 262 ) 763-2451

NAME AND ADDRESS OF SURVEYOR:

Robert J. Wetzel

412 N. Pine St.

Burlington, WI 53105

TELEPHONE NUMBER OF SURVEYOR: ( 262 ) 767-0225

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Owner seeks a farm separation to allow for continued farming  
of the adjacent farmland owned by one of their sons.

AGREEMENT FOR SERVICES

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

Dennis R. Lynch, as applicant/petitioner for:

Name: George A. and Jacquelyn Leedle

Address: N474 Armsby Road

Lake Geneva, WI 53147

Phone: (262) 275-6565

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

Dated this 4th day of February, 2013.

Dennis R. Lynch  
Printed name of Applicant/Petitioner

[Signature]  
Signature of Applicant/Petitioner

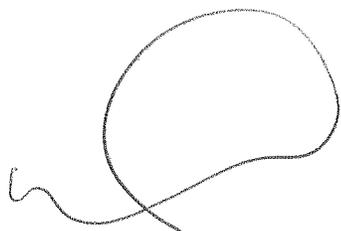
SUBMITTAL CHECKLIST

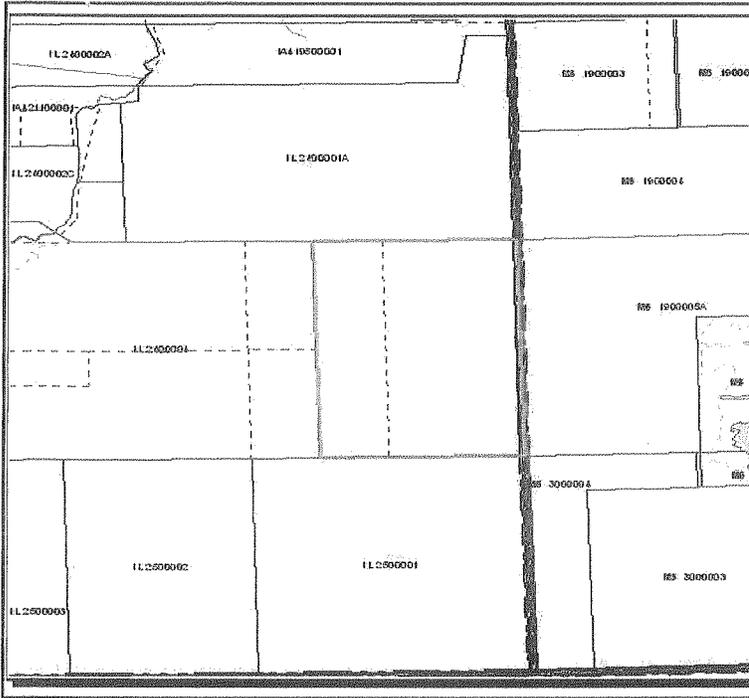
- x   LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.
  
- x   SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.
  
- x   CITY OF LAKE GENEVA SIGNATURE BLOCK ON FACE OF CSM OR PLAT, PER STATE STATUTES.
  
- x   PROVIDE 5 FULL SETS AND 20 11" X 17" COPIES OF CSM OR PLAT PRIOR TO PLACEMENT ON PLAN COMMISSION AGENDA.

I AM AWARE THAT THE CITY OF LAKE GENEVA IS ACTIVELY ENGAGED IN THE REVIEW, APPROVAL OR DENIAL OF LAND DIVISIONS WITHIN ITS EXTRATERRITORIAL LAND DIVISION REVIEW AREA.

I UNDERSTAND THAT THE CITY OF LAKE GENEVA LAND DIVISION ORDINANCE REQUIRES THE CITY TO DENY LAND DIVISIONS WHICH CREATE NEW, BUILDABLE PARCELS OR LOTS WITHIN THE EXTRATERRITORIAL AREA WITH OVERALL DENSITY THAT EXCEEDS MORE THAN ONE DWELLING UNIT PER THIRTY-FIVE ACRES UNLESS THE CITY DETERMINES THAT THE LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

2/5/13  
DATE

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT



**Walworth County, WI  
Land Information Division**

**Property Details**

Municipality: TOWN OF LINN  
 Parcel Number: IL 2400006  
 School District: 2884-UHS LAKE GENEVA-GENOA CI  
 Zoning District: A-1

**Owner Information**

Owner Name: GEORGE A LEEDLE  
 Owner Name 2: JACQUELYN LEEDLE  
 Mailing Address: N 474 ARMSBY RD

LAKE GENEVA WI, 531470000

**2012 Valuation Information**

Land: \$74,500.00  
 Improvements: \$256,800.00  
 Total: \$331,300.00  
 Acres: 120.0000  
 Fair Market Value: \$337,864.00  
 Assessment Ratio: 0.98057  
 Mill Rate: 0.015559

**Tax Information**

Gross Tax: \$5,654.23  
 First Dollar Credit: \$60.13  
 Special Assessment: \$0.00  
 Delinquent Utility Charge: \$0.00  
 Managed Forest Land Taxes: \$0.00  
 Total Billed: \$5,309.20  
 School Credit: \$439.40  
 Lottery Credit: \$0.00  
 Special Charges: \$154.50  
 Private Forest Crop Taxes: \$0.00  
 Woodland Tax Law Taxes: \$0.00

**Tax Jurisdictions**

STATE OF WISCONSIN \$57.39  
 TOWN OF LINN \$425.74  
 GATEWAY TECHNICAL COLLEGE \$526.42  
 UHS LAKE GENEVA-GENOA CITY \$1260.18  
 SCH LINN J 4 \$1368.69  
 COUNTY OF WALWORTH \$1576.41

**Elected Officials / Voting Districts**

Supervisory District: Richard Brandl (D9)  
 State Representative: Tyler August (32nd District)  
 State Senator: Neal Kedzie (11th District)  
 US Representative: Paul Ryan (1st District)  
 US Senator: Ron Johnson (R) & Herb Kohl (D)

**Special Assessments / Charges**

GARB/RECYL \$154.50

**Soil Classification**

Soil Type	Soil Name	Acres
PsA	PLANO SILT LOAM, 0 TO 2 PERCENT SLOPES	90.2395
PsB	PLANO SILT LOAM, 2 TO 6 PERCENT SLOPES	25.8126
Ph	PELLA SILT LOAM	5.7637
EbA	ELBURN SILT LOAM, 1 TO 3 PERCENT SLOPES	0.3011

**Property Address**

N1049 WEST SIDE RD LAKE GENEVA

**Legal Description**

E 1/2 W 1/2 SE 1/4 & E 1/2 SE 1/4 SEC 24 T1N R17E. 120 A.

**Disclaimer**

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



WISCONSIN DEPARTMENT OF  
ADMINISTRATION

SCOTT WALKER  
GOVERNOR  
MIKE HUEBSCH  
SECRETARY

Plat Review

101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<http://doa.wi.gov/platreview>

February 4, 2013

PERMANENT FILE NO. 100899

3

ROBERT J. WETZEL  
B W SURVEYING  
412 N PINE STREET  
BURLINGTON WI 53105

Subject: CERTIFIED SURVEY MAP  
SE 1/4 S24 T1N R17E  
TOWN OF LINN, WALWORTH COUNTY

Prepared for: GEORGE & JACQUELYN LEEDLE

Dear Mr. Wetzel:

Per your request, we have checked the above-referenced certified survey map (CSM) for compliance with s. 236.34 Wis. Stats. Our comments are as follows:

REVIEW COMMENTS:

Reference to Section 36 must be changed to Section 24 in line 4 of the Legal Description.

It appears that this land division is within the extraterritorial review jurisdiction of the City of Lake Geneva. If the City has a subdivision ordinance or master plan it may be an approval authority for this CSM.

If you have questions regarding this review or preparation of the CSM please contact our office.

Sincerely,

Don Sime, Plat Review  
Phone: (608) 266-3200

Enc: Original

cc: Clerk, Town of Linn  
Walworth County Land Use & Resource Management Dept.  
Clerk, City of Lake Geneva



January 11, 2013

Land Use and Resource  
Management Department

George Leedle  
N474 Armsby Road  
Lake Geneva, WI 53147

RE: Separation of Farm Structures from Farmland for Tax Parcel #  
I L 2400006 , Town of Linn, Walworth County, Wisconsin

Dear Mr. Leedle:

Our office has reviewed your application for separation of farm structures from farmland. Based upon that review, your request has been conditionally approved. The following are the conditions of approval:

- 1. The property owner will be required to record a deed restriction on the remaining land. The deed restriction shall state that placement of any structures will require conditional use approval from the Walworth County Zoning Agency. A draft copy of this document shall be provided to the Walworth County Land Use and Resource Management Department during the certified survey map review process.**

You may now submit the certified survey map separating the farm structures from the farmland for review.

If you have any further questions, please contact our office.

WALWORTH COUNTY LAND MANAGEMENT

Sincerely,

Nicholas Sigmund  
Code Enforcement Officer

NS/kw

Enc.

100 West Walworth Street  
P.O. Box 1001  
Room 222  
Elkhorn, WI 53121  
Planning/Zoning/Sanitation/  
Conservation Divisions  
262.741.4972 tel  
262.741.4974 fax  
262.741.4973 fax

cc: B.W. Surveying Inc. Robert Wetzel 412 Pine Street Burlington, WI 53105

February 12, 2013

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

Attn: Mr. Barney Brugger  
Zoning Administrator

Re: Leedle Extraterritorial Certified Survey Map Review  
Project No. R13-0014-101

Dear Barney,

We have completed our review of the above referenced Certified Survey Map (CSM), received February 11, 2013, prepared by B. W. Surveying, Inc., signed and sealed by Robert J. Wetzell, R.L.S. with a revision date of February 5, 2013. We have the following comments and recommendations:

Sheets 1, 2, and 3:

- Is there any reason why the east 33 feet of the parcel is not being dedicated to the public for right-of-way purposes at this time? Per "Map 6: Transportation Facilities – City of Lake Geneva Comprehensive Plan", the ultimate right-of-way for West Side Road is shown as 100 feet. Consideration should be given to dedicating the 50-foot half right-of-way at this time. If a dedication is desired, the appropriate dedication language will need to be inserted into the SURVEYOR'S and OWNER'S CERTIFICATES and also noted on Sheet 2 of the CSM.

Sheet 2:

- Correct the north coordinate for the southeast corner of Section 24.

Sheet 3:

- Add "CITY OF LAKE GENEVA" to the list of approving authorities in line four of the OWNER'S CERTIFICATE OF DEDICATION.

Please see the enclosure for an illustration and location of the above comments.

Based on our review we recommend extraterritorial approval of the proposed CSM contingent on the above-comments being addressed.

Submitted data has been reviewed for conformance with generally accepted surveying practices and City policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modification to the survey, etc. may be required should errors or changed conditions be found at a future date.



EXCERPT FROM PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF 2/21/13

5. Salt/Sand Application Ratio Changes - Discussion.
6. Disposal of Surplus Street Department Equipment – Discussion.
7. 2013 Tentative Street Maintenance Contract Priority Listing.
8. STH 120 & USH 12 Interchange Sidewalks.
9. Dunn Field Restroom Architectural Proposals.
10. Adjustments to Downtown Traffic Signals Operations – Discussion.
11. Possible Additional Downtown Sidewalk Repairs – North Broad Street.

**Agenda Item No. 1– Trostel Alley Possible Dedication – Continued Discussion.**

DPW Winkler explained that Trostels would provide us a letter expressing a desire to donate the triangular piece of property to the City so we could extend the alley to Madison Street. It was moved by Ald. Hougen and seconded by Ald. Hill to recommend Council pursue the land dedication with Trostel pending receipt of the letter from them outlining the offer. The motion passed 5-0.

(This item would go to Council pending City Administration receipt of the letter).

**Agenda Item No. 2- Consideration of the Sale of Part of the City Property at the Street Department- Continued Discussion.**

City Administrator Jordan provided an approximate cost basis for land requested by the adjacent property owner on CTH H. It would be worth \$90,000 to \$100,000. After discussion of the pros and cons of a conditional sale and possible swap of part of the land, it was suggested by Chair Mott we develop a memorandum of understanding outlining terms of a sale or future sale. Mayor Connors noted that staff should meet with the property owner and discuss any conditions to determine if she was agreeable. It was moved by Chair Mott and seconded by Ald. Hill to meet with the property owner and bring the information back to the Committee for a final recommendation. The motion passed 4-1 with Ald. Krohn voting nay.

**Agenda Item No. 3– North Broad Street Lighting Replacement – Lighting Cost Alternatives.**

The DPW provided cost differentials on light pole alternatives and locations. Administrator Jordan noted the Council may be able to use TIF funds to finance it. Former alderman Hartz acknowledged that the possibility was still being explored to form a B.I.D. to help pay for the poles. The PWC by consensus asked DPW Winkler to develop a more detailed estimate to include both the less expensive poles and ornamentals used in the downtown. The limits of the improvement would stretch to George Street per the second map in the agenda packet.

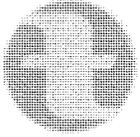
**Agenda Item No. 4– Consideration of Striping and Parking Space Changes – Westbound Main Street East of Center Street.**

DPW Winkler provided two options for restriping Main Street and noted Option #2 was similar to that approved by the Parking Commission. Chair Mott spoke in favor of removing some of the parking on the north side of Main Street. Superintendent Carstensen suggested we try the lane division per Parking Commission recommendation and if that doesn't work, consider removing parking at that point. By consensus, staff was asked to arrange to restripe Main Street to reflect Option #2.

(This may need to go to Council for approval).

**Agenda Item No. 5– Salt/Sand Application Ratio Changes - Discussion.**

Mr. Schroeder and Ms. Fesenmaier spoke in favor of leaving the salt/sand ratio the same. Superintendent Carstensen provided a maintenance cost analysis for discussion. Chair Mott noted that other communities use much more salt than we do. Ald. Hougen spoke in favor of leaving the ratio the same and stated the sand gives good traction on ice. Ald. Kupsik was in favor of upping the salt percentage as it would leave less mess to clean up. Ald. Hill felt the sand created a mess and was poor traction under ice conditions when salt would be more effective. She was in favor of an increase in the ratio and/or giving the Street Superintendent flexibility to deal with extreme conditions.



# Trostel

World Headquarters  
901 Maxwell Street  
Lake Geneva, WI 53147  
ph. 262.248.4881  
fx. 262.249.8100

1/28/13

Re: South East corner of Trostel, Ltd. 901 Maxwell St. Lake Geneva, WI.

Dennis Jordan  
City Administrator  
City of Lake Geneva

Mr. Jordan,

This letter is derived from our conversation today regarding the current conditions and access concerns with the south east corner of the Trostel property. To address this issue, Trostel is willing to contribute the Trostel owned property that falls south of the north side of the Marshall St. alley following straight through to Madison Street.

It is our hope that the city will renovate the alley access to run a straight line to Madison St. and turn the remaining portion into green or other space that will be owned and maintained by the city of Lake Geneva.

If you have any questions regarding this proposal, we welcome contact at any time.

Regards,



Ian Van Handel  
Director Advanced Engineering & Innovation

Right Mix. Right Match.



PRIVATE  
SANITARY  
SERVICE  
LINE.  
(LIVE OR DEAD)

↑  
NORTH  
↓



**Trostel**

Ian A. Van Handel  
Director of Advanced Engineering & Innovation

901 Maxwell St.  
Lake Geneva, WI 53147  
ph. 262-249-8462  
cell. 262-215-4662  
email. vanhandel@trostel.com  
www.trostel.com

SOUTH ALLEY - TROSTELS

DSW

**EXCERPT FROM PUBLIC WORKS COMMITTEE  
MEETING MINUTES OF 2/21/13**

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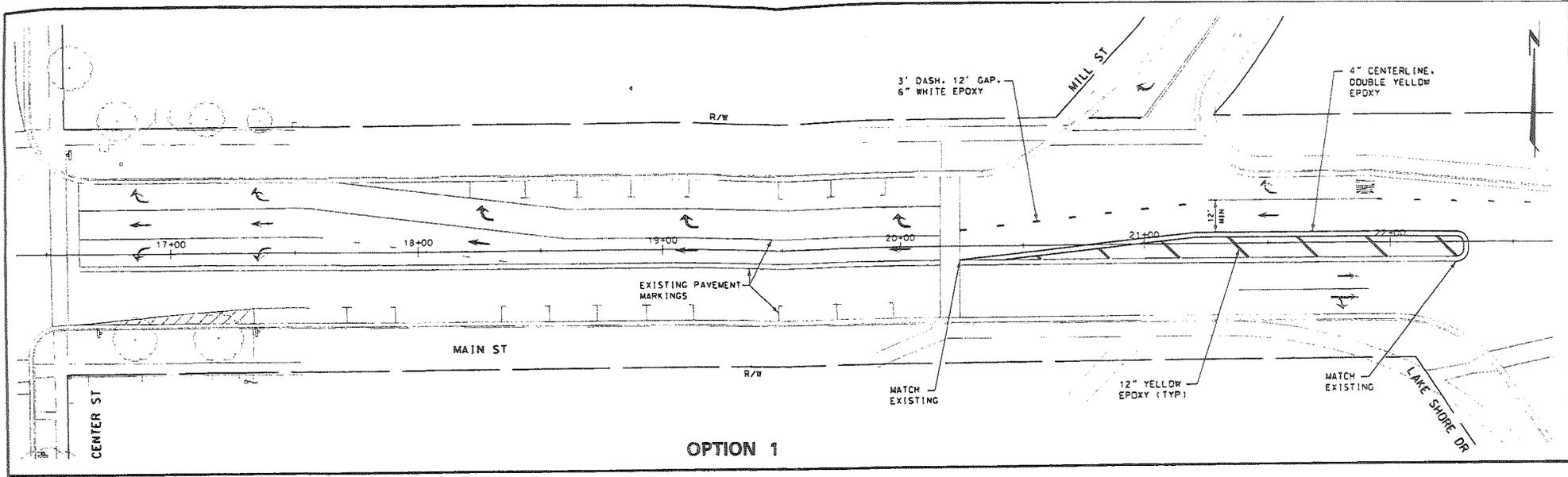
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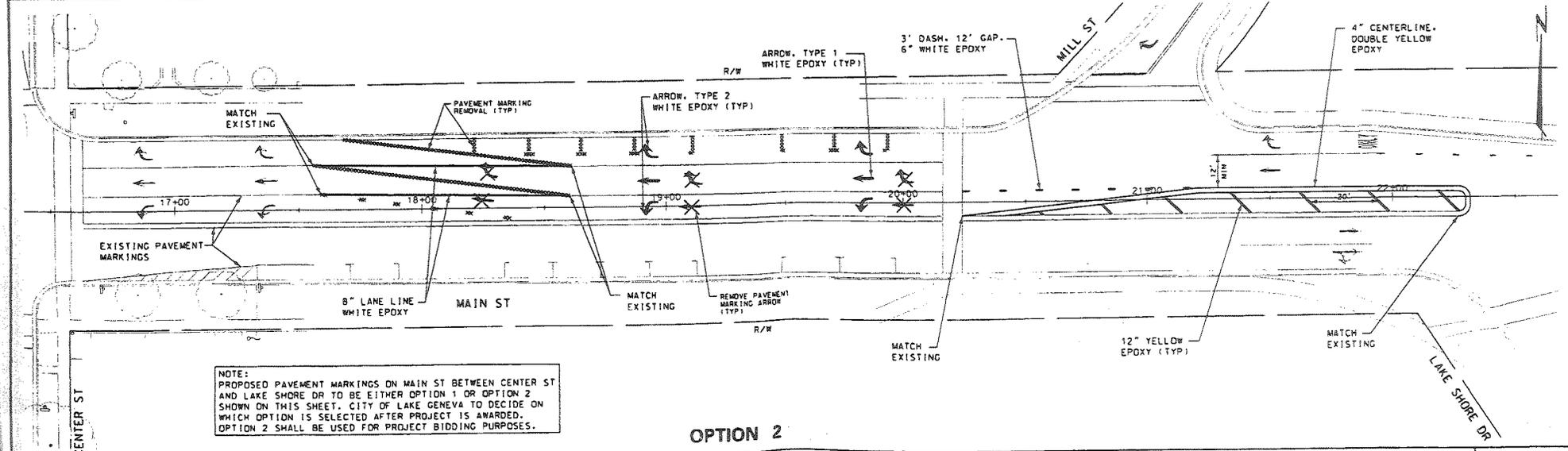
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OPTION 1



NOTE:  
 PROPOSED PAVEMENT MARKINGS ON MAIN ST BETWEEN CENTER ST  
 AND LAKE SHORE DR TO BE EITHER OPTION 1 OR OPTION 2  
 SHOWN ON THIS SHEET. CITY OF LAKE GENEVA TO DECIDE ON  
 WHICH OPTION IS SELECTED AFTER PROJECT IS AWARDED.  
 OPTION 2 SHALL BE USED FOR PROJECT BIDDING PURPOSES.

OPTION 2

NO.	REVISIONS	BY	DATE	VERIFY	SCALE	DRAWN BY:	DESIGNED BY:
						PRELIM B.J.G.	J. KNUDSON
						FINAL B.J.G.	J. KNUDSON
						DATE: JUNE 2012	SCALE: HORZ: 1"=10'
REVISIONS TO CONFORM TO C.D.M.S. TR U C T I O N P E C C R D S DATE: _____ BY: _____							

**CS CRISPELL-SNYDER, INC.**  
 PROFESSIONAL CONSULTANTS  
 Lake Geneva (262)348-5000 Madison (608)44-6277 Milwaukee (414)250-0200  
 Racine (262)254-8520 Fox Valley (920)252-4820

PAVEMENT MARKING  
 MAIN ST TRAFFIC SIGNAL IMPROVEMENTS - REBID  
 CITY OF LAKE GENEVA  
 WALWORTH COUNTY, WISCONSIN

PROJECT NO.	R11-0014-105
SHEET NO.	4 OF 21
FILE NO.	F-28257

RELEASED FOR CONSTRUCTION 06/21/12

**City of Lake Geneva  
Council Meeting  
February 25, 2013**

**Prepaid Checks - 2/9/13 through 2/20/13**

**\$20,926.50**

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE PREPAID ITEMS OVER \$5,000**

**COUNCIL MEETING DATE OF: 2/25/2013**

<b>TOTAL PREPAID ACCOUNTS PAYABLE - 2/9/13 THROUGH 2/20/13</b>	<b>\$</b>	<b>20,926.50</b>
<b><u>ITEMS &gt; \$5,000</u></b>		
All American Scoreboards - Reissued Check		<b>20,575.00</b>
<b>BALANCE OF OTHER ITEMS</b>	<b>\$</b>	<b>351.50</b>

DATE: 02/20/2013  
 TIME: 11:43:21  
 ID: AP450000.WOW

CITY OF LAKE GENEVA  
 PAID INVOICE LISTING

FROM 02/13/2013 TO 02/20/2013

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
ALL	ALL AMERICAN SCOREBOARDS								
	685401			12/14/12	00000068	55314	02/15/13	20,575.00	20,575.00
		01 FIVE SCOREBOARDS	4500005961						20,600.00
		02 STOP PAYMENT FEE DEDUCTED	1110005398						-25.00
								VENDOR TOTAL:	20,575.00
LECC	LECC TRAINING FUND								
	REG-2013			02/12/13		55311	02/15/13	25.00	25.00
		01 CONF REG-RASMUSSEN	1121005410						25.00
								VENDOR TOTAL:	25.00
MILWAA	MILWAUKEE AUDUBON SOCIETY								
	RENEWAL-2013			02/18/13		55315	02/18/13	100.00	100.00
		01 BIRD CITY APP FEE	1114105399						100.00
								VENDOR TOTAL:	100.00
REGFEE	REGISTRATION FEE TRUST								
	REG-2/12			02/12/13		55312	02/15/13	151.00	151.00
		01 REG VIN 1FAHP2M84DG198224	1121005361						75.50
		02 REG VIN 1FAHP2M82DG198223	1121005361						75.50
								VENDOR TOTAL:	151.00
WALSER	WILLIAM WALSER								
	REIMB-2/13			02/12/13		55313	02/15/13	75.50	75.50
		01 DOT-SQUAD REGISTRATION	1121005361						75.50
								VENDOR TOTAL:	75.50
								TOTAL --- ALL INVOICES:	20,926.50

**City of Lake Geneva  
Council Meeting  
February 25, 2013**

**Accounts Payable Checks - through 2/20/13**

	<u>Fund #</u>	
1. General Fund	11	<u>\$ 42,867.74</u>
2. Debt Service	20	<u>\$ 94.84</u>
3. TID #4	34	<u>\$ 36,429.04</u>
4. Lakefront	40	<u>\$ 21,839.16</u>
5. Capital Projects	41	<u>\$ 48,749.75</u>
6. Parking Meter	42	<u>\$ 128.27</u>
7. Library Fund	99	<u>\$ 1,559.36</u>
8. Impact Fees	45	<u>\$ -</u>
9. Tax Agency Fund	89	<u>\$ -</u>
<b>Total All Funds</b>		<b><u><u>\$151,668.16</u></u></b>

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000**

**COUNCIL MEETING DATE OF: 2/25/2013**

**TOTAL UNPAID ACCOUNTS PAYABLE - THROUGH 2/20/13 \$ 151,668.16**

**ITEMS > \$5,000**

Vermeer Wisconsin Inc - Chipper	42,287.05
Alliant Energy - January Electric Bills	19,566.45
Humphrey's Contracting - Riveria Countertops - 75%	18,037.00
Gage Marine Corp - Pier, Ramp, Fence Removal	16,661.80
Tapco - Traffic Signal Equip/Changes, Preemption Equipment	8,380.50
Mared Mechanical - Police Garage Air Sensor	6,470.00
EMS Medical Billing - Oct - Dec Commissions/Intercepts	6,242.85
Pieper Electric Inc - Traffic Signal Installation - Final	6,179.04

**Balance of Other Items \$ 27,843.47**

DATE: 02/21/13  
TIME: 12:09:45  
ID: AP441000.WOW

CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ALLIANT	ALLIANT ENERGY						
514654-001	01/31/13	01	DISCONNECT/RECONNECT CHGS	3430009122		02/26/13	190.00
						INVOICE TOTAL:	190.00
RE021213	02/18/13	01	INV 101952-010-SNAKE RD/HWY 50	1134105222		02/26/13	10.76
		02	INV 106985-010-STREET LIGHTS	1134105223			7,139.39
		04	INV 124743-010-S LAKE SHORE DR	1152005222			20.98
		05	INV 127818-010-W HWY 50 BLOCK	1134105222			10.76
		06	INV 140837-010-S LAKE SHORE DR	1134105222			7.86
		07	INV 147744-014-1070 CAREY	1132105222			159.36
		08	INV 178856-010-GEORGE ST	1134105222			7.70
		09	INV 184924-010-COBB PARK	1152005222			19.93
		10	INV 188965-013-1065 CAREY	1132105222			707.88
		11	INV 216918-010-CITY HALL	1116105222			2,356.93
		12	INV 239783-010-CENTRAL SCHOOL	1152005222			7.80
		13	INV 243947-013-1055 CAREY	1132105222			159.70
		14	INV 268954-010-FLAT IRON PK	1152005222			419.34
		15	INV 279779-010-918 MAIN ST	9900005222			987.23
		16	INV 292807-010-WELLS ST	1134105222			83.75
		17	INV 302769-011-DUNN BASEBALL	1152005922			58.31
		20	INV 318816-010-HWY 50/HWY 12	1134105222			10.03
		21	INV 335773-010-WELLS ST	1134105222			9.64
		22	INV 336765-010-FLAT IRON PK	1152005222			8.31
		23	INV 355867-010-DODGE ST	1134105222			7.36
		24	INV 375931-010-RIVIERA	4055305222			1,868.10
		25	INV 392817-010-LIBRARY PK	1152005222			27.09
		27	INV 433829-010-FIRE HOUSE	1122005222			718.68
		28	INV 433906-010-HAVENWOOD	1134105222			7.23
		30	INV 489578-003-MUSEUM	1151105222			536.40
		31	INV 492771-003-GENEVA SQ	1134105223			39.31
		32	INV 514311-001-BAKER/SEMINARY	1152005222			15.39
		33	INV 517852-001-SAGE ST/DUNN	1129005222			5.04
		34	INV 544872-001-VETS PK/TOWNLIN	1152015222			130.08
		35	INV 560544-002-1003 HOST DR	1122005222			514.75
		36	INV 589078-001-RUSH ST	1152005222			25.63

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
ALLIANT ALLIANT ENERGY							
RE021213	02/18/13	37	INV 589905-001-BEACH HOUSE	4054105222		02/26/13	252.17
		38	INV 590084-001-DONIAN PK	1152005222			226.47
		39	INV 594309-001-STREET LIGHTS	1134105223			298.54
		40	INV 605259-001-GENEVA ST LOT	1134105223			321.30
		41	INV 614948-001-VETS PK SCOREBO	1152015222			208.61
		43	INV 621606-001-WELLS ST	1134105222			9.43
		44	INV 621825-001-S WELLS	1134105222			10.51
		46	INV 626232-001-HWY 50/HWY 12	1134105222			43.99
		47	INV 627270-001-730 MARSHALL ST	1129005222			18.36
		48	INV 628749-001-W COOK SIREN	1129005222			10.21
		49	INV 640082-001-201 EDWARDS SIR	1129005222			11.10
		50	INV 652115-002-WALMART	1134105223			112.13
		51	INV 653994-001-HWY 120/TOWNLIN	1134105222			123.82
		52	INV 654168-001-HWY 50 SIGNAL	1134105223			183.24
		53	INV 656566-001-HWY 120/BLOOMFI	1134105223			128.17
		54	INV 657276-002-389 EDWARDS	1134105223			113.48
		55	INV 675414-001-VETS PK PAVILN	1152015222			197.39
		56	INV 679833-001-LOT LITE	1134105223			323.21
		59	INV 696255-001-SHARED SAVINGS	9900005663			14.54
		60	INV 696255-001-SHARED SAVINGS	9900005623			125.28
		61	INV 696255-001-SHARED SAVINGS	2081005664			10.29
		62	INV 696255-001-SHARED SAVINGS	2081005625			84.55
		63	INV 699860-001-IMPOUND	1121005222			19.12
		64	INV 703098-001-LIB PK RESTROOM	1152005222			31.94
		65	INV 703615-001-MAIN ST LIGHTS	1134105223			340.84
		66	INV 710858-001-INTRCHG N SIGNL	1134105223			77.04
						INVOICE TOTAL:	19,376.45
						VENDOR TOTAL:	19,566.45
T&T81 AT&T							
RE021213	02/12/13	01	262-R428188663-1 - CITY HALL	1116105221		02/26/13	316.73
		02	262-R428188663-1 - POLICE	1121005221			316.73
		03	262-R428188663-1 - COURT	1112005221			79.18

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
AT&T81	AT&T						
REO21213	02/12/13	04	262-R428188663-1 - METER	4234505221		02/26/13	79.19
		05	262-2484715125-4 - CITY HALL	1116105221			150.07
		06	262-2484715125-4 - MUN COURT	1112005221			36.06
		07	262-2480403367-7 - POLICE MAIN	1121005221			108.72
		08	262-2484567367-1 - POLICE	1121005221			532.68
		10	262-2482264368-9 - FIRE	1122005221			220.94
		11	262-2484913601-4 - STREET SHOP	1132105221			107.84
		12	262-2495299313-5 - 7 LIB LINES	9900005221			72.88
		13	262-2495299313-5 - 1 ST LINE	1132105221			10.42
		14	262-2495299313-5 - 4 CH LINES	1116105221			41.65
		15	262-2495299313-5 - 2 LOWER RIV	4055205221			20.83
		16	262-2495299313-5 - 2 UPPER RIV	4055105221			10.42
		17	262-2495299313-5 - 2 POLICE	1121005221			20.83
		18	262-2495299313-5 - 1 FIRE LINE	1122005221			10.41
		19	414-Z456234817-3 CELL 911	1121005221			96.73
						INVOICE TOTAL:	2,232.31
						VENDOR TOTAL:	2,232.31
ACE	BADGER STATE LOGISTICS						
224037	02/07/13	01	PAPER TOWELS,TP	1116105350		02/26/13	133.80
						INVOICE TOTAL:	133.80
						VENDOR TOTAL:	133.80
BOUHL	JOYCE BOUHL						
2/19/13	02/19/13	01	2/19/13 ELECTION INSP	1114305190		02/26/13	104.00
						INVOICE TOTAL:	104.00
						VENDOR TOTAL:	104.00
RADE	BRADEN, OLSON, DRAPER LLP						
3	02/18/13	01	BLOOMFIELD-OPEN RECORDS	1113105214		02/26/13	115.50
						INVOICE TOTAL:	115.50

DATE: 02/21/13  
TIME: 12:09:45  
ID: AP441000.WOW

CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
BRADEN, OLSON, DRAPER LLP							
4	02/18/13	01	BLOOMFIELD-WITNESS FEES	1113105214		02/26/13	129.50
						INVOICE TOTAL:	129.50
						VENDOR TOTAL:	245.00
DOLLEEN BRENTON							
2/19/13	02/19/13	01	2/19/13 ELECTION INSP	1114305190		02/26/13	118.00
						INVOICE TOTAL:	118.00
						VENDOR TOTAL:	118.00
BUMPER TO BUMPER AUTO PARTS							
238381	02/14/13	01	WIPER BLADES,BRAKE CLEANER	1132105351		02/26/13	16.14
						INVOICE TOTAL:	16.14
238455	02/15/13	01	HYDRAULIC FITTINGS	1132125351		02/26/13	35.64
						INVOICE TOTAL:	35.64
						VENDOR TOTAL:	51.78
BUMPER TO BUMPER AUTO PARTS							
662-258985	02/19/13	01	MIRROR-TK 11	1132105351		02/26/13	8.79
						INVOICE TOTAL:	8.79
						VENDOR TOTAL:	8.79
C & D LANDSCAPING AND DESIGN							
52577	02/14/13	01	SNOW REMOVAL-2/9/13	1132125220		02/26/13	281.25
						INVOICE TOTAL:	281.25
						VENDOR TOTAL:	281.25
CRISPELL-SNYDER INC							
15671	02/01/13	01	TARGET OUTLOT-PLN RVW	1100001391		02/26/13	469.50
						INVOICE TOTAL:	469.50

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
CRISP	CRISPELL-SNYDER INC						
15672	02/01/13	01	JAN ENG	1130005216		02/26/13	390.50
						INVOICE TOTAL:	390.50
15696	02/01/13	01	JAN ENG	4132101114		02/26/13	328.25
						INVOICE TOTAL:	328.25
15697	02/01/13	01	JAN ENG	3430009122		02/26/13	3,042.50
						INVOICE TOTAL:	3,042.50
15698	02/01/13	01	JAN ENG	4132101205		02/26/13	151.50
						INVOICE TOTAL:	151.50
						VENDOR TOTAL:	4,382.25
DELTA	ROZELLE ENTERPRISES INC						
10250	02/13/13	01	SKATE PARK CAMERA ELECTRICAL	3430009124		02/26/13	600.00
						INVOICE TOTAL:	600.00
						VENDOR TOTAL:	600.00
DISAB	ADELE DISABATO						
2/19/13	02/19/13	01	2/19/13 ELECTION INSP	1114305190		02/26/13	104.00
						INVOICE TOTAL:	104.00
						VENDOR TOTAL:	104.00
DOMIN	DOMINION VOTING SYSTEMS INC						
DVS106849	11/30/12	01	YRYL MAINT, SOFTWARE LIC	1114305311		02/26/13	713.60
						INVOICE TOTAL:	713.60
						VENDOR TOTAL:	713.60
DUNN	DUNN LUMBER & TRUE VALUE						
507653	01/09/13	01	RIV PIER LUMBER	4055305264		02/26/13	1,417.72
						INVOICE TOTAL:	1,417.72

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DUNN	DUNN LUMBER & TRUE VALUE						
509512	01/28/13	01	PAINT ROLLER COVERS	1122005350		02/26/13	7.99
		02	DISCOUNT	1100004819			-0.40
						INVOICE TOTAL:	7.59
510775	02/11/13	01	LOCK TIGHT,BOLTS-SANDER	1132125351		02/26/13	8.44
		02	DISCOUNT	1100004819			-0.42
						INVOICE TOTAL:	8.02
510897	02/12/13	01	PLYWOOD,SCREWS-SALT BOX	1132125351		02/26/13	71.90
						INVOICE TOTAL:	71.90
510966	02/12/13	01	TRASH BAGS,FILTERS-FURNACE	4055205350		02/26/13	27.90
		02	DISCOUNT	1100004819			-0.40
						INVOICE TOTAL:	27.50
510996	02/13/13	01	PAINT-TK 21	1132105351		02/26/13	14.97
		02	DISCOUNT	1100004819			-0.75
						INVOICE TOTAL:	14.22
511272	02/15/13	01	CABLE TIES	1132105340		02/26/13	17.98
		02	DISCOUNT	1100004819			-0.90
						INVOICE TOTAL:	17.08
511531	02/18/13	01	TAP-STREET LIGHT FIXTURES	1134105261		02/26/13	4.99
		02	DISCOUNT	1100004819			-0.25
						INVOICE TOTAL:	4.74
						VENDOR TOTAL:	1,568.77
EMS	EMS MEDICAL BILLING ASSOCIATES						
10/12	10/31/12	01	COMMISSIONS-OCT	1122005214		02/26/13	1,666.60
		02	TOUGHBOOKS PYMT-OCT	1122005810			742.00
						INVOICE TOTAL:	2,408.60
11/12	11/30/12	01	COMMISSIONS-NOV	1122005214		02/26/13	1,034.56

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
EMS	EMS MEDICAL BILLING ASSOCIATES						
11/12	11/30/12	02	TOUGHBOOKS PYMT-NOV	1122005810		02/26/13	742.00
						INVOICE TOTAL:	1,776.56
12/12	12/31/12	01	COMMISSIONS-DEC	1122005214		02/26/13	1,315.69
		02	TOUGHBOOKS PYMT-DEC	1122005810			742.00
						INVOICE TOTAL:	2,057.69
						VENDOR TOTAL:	6,242.85
GAGE	GAGE MARINE CORP						
969347	12/04/12	01	PIER,RAMP,FENCE REMOVAL	4052105211		02/26/13	16,661.80
						INVOICE TOTAL:	16,661.80
						VENDOR TOTAL:	16,661.80
HAWES	MICHAEL HAWES						
2/13	02/19/13	01	MEAL-WCMA MTG	1114305331		02/26/13	9.00
						INVOICE TOTAL:	9.00
						VENDOR TOTAL:	9.00
HUMPH	HUMPHREY'S CONTRACTING						
RIV-2/13	02/15/13	01	RIV COUNTERTOPS-75%	3430009115		02/26/13	18,037.00
						INVOICE TOTAL:	18,037.00
						VENDOR TOTAL:	18,037.00
ITU	ITU INC						
5645384	02/15/13	01	RAGS,MATS	1132105360		02/26/13	71.18
						INVOICE TOTAL:	71.18
5645385	02/15/13	01	MATS	1116105360		02/26/13	79.78
						INVOICE TOTAL:	79.78
						VENDOR TOTAL:	150.96

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
VORDA DENNIS JORDAN							
2/13	02/19/13	01	MEAL-WCMA MTG	1114205331		02/26/13	10.00
						INVOICE TOTAL:	10.00
REIMB-1/13A	01/28/13	01	ICON DINING-MEAL	1114205331		02/26/13	25.00
		02	MILEAGE-334.60-WPELRA CONF	1114205330			189.05
						INVOICE TOTAL:	214.05
REIMB-2/13	02/11/13	01	COSTCO-AA BATTERIES	1116105310		02/26/13	16.30
						INVOICE TOTAL:	16.30
						VENDOR TOTAL:	240.35
VOURN JOURNAL SENTINEL INC							
73266-2013	02/13/13	01	2013 SUBSCRIPTION	9900005412		02/26/13	298.90
						INVOICE TOTAL:	298.90
						VENDOR TOTAL:	298.90
VOLNIK LAURA KOLNIK COURT REPORTER							
12CV623	12/09/12	01	BLOOMFIELD-TRANSCRIPTS	1113105214		02/26/13	517.70
						INVOICE TOTAL:	517.70
						VENDOR TOTAL:	517.70
VAKEW LAKEWOOD FILTERS INC							
108744	02/04/13	01	FILTER REPLACEMENTS	1116105360		02/26/13	260.20
						INVOICE TOTAL:	260.20
						VENDOR TOTAL:	260.20
VGUTI LAKE GENEVA UTILITY COMMISSION							
4040	11/28/12	01	HOME DEPOT-HOLIDAY LIGHTS	1134105394		02/26/13	279.70
						INVOICE TOTAL:	279.70
4096B	02/08/13	01	HOME DEPOT-RTN TILE, CAULK	1152005241		02/26/13	-147.88

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
LGUTI	LAKE GENEVA UTILITY COMMISSION						
4096B	02/08/13	02	HOME DEPOT-ALUM EDGE, CAULK	1132105240		02/26/13	63.91
						INVOICE TOTAL:	-83.97
						VENDOR TOTAL:	195.73
LUBKE	JODI L LUBKEMAN						
12CV623	12/05/12	01	BLOOMFIELD-COURT REPORTER	1113105214		02/26/13	471.30
						INVOICE TOTAL:	471.30
12CV623A	12/13/12	01	BLOOMFIELD-COURT REPORTER	1113105214		02/26/13	426.00
						INVOICE TOTAL:	426.00
						VENDOR TOTAL:	897.30
MAILW	MAILWAUKEE						
H8B40A	02/07/13	01	METER INK	1116105532		02/26/13	195.96
						INVOICE TOTAL:	195.96
						VENDOR TOTAL:	195.96
MARED	MARED MECHANICAL						
78346	01/31/13	01	PD GARAGE AIR SENSORS	4121001216		02/26/13	6,470.00
						INVOICE TOTAL:	6,470.00
						VENDOR TOTAL:	6,470.00
MDS/SWAP	UNIVERISITY OF WI MADISON						
01/13MD24874	02/11/13	01	BOXES, POST-ITS, PENS	1112005310		02/26/13	90.23
						INVOICE TOTAL:	90.23
						VENDOR TOTAL:	90.23
MINUT	MINUTEMAN PRESS						
16452	02/11/13	01	ENVELOPES	1116105310		02/26/13	290.29
						INVOICE TOTAL:	290.29
						VENDOR TOTAL:	290.29

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
NAPAE	ELKHORN NAPA	AUTO PARTS					
888236	02/06/13	01	DIESEL EXHAUST FLUID	1132105351		02/26/13	22.96
						INVOICE TOTAL:	22.96
888621	02/08/13	01	COUPLERS-PLOW	1132125351		02/26/13	45.74
						INVOICE TOTAL:	45.74
888877	02/11/13	01	LIGHT BULBS,OIL FILTERS	1132105351		02/26/13	27.37
						INVOICE TOTAL:	27.37
888918	02/11/13	01	LIGHT BULBS	1132105351		02/26/13	12.90
						INVOICE TOTAL:	12.90
889327	02/14/13	01	OIL FILTERS	1132105351		02/26/13	38.38
						INVOICE TOTAL:	38.38
						VENDOR TOTAL:	147.35
NAPAR	NAPA AUTO PARTS						
237033	02/12/13	01	LIGHT BULBS	1132105351		02/26/13	10.98
						INVOICE TOTAL:	10.98
						VENDOR TOTAL:	10.98
NICHO	GAIL NICHOLS						
2/19/13	02/19/13	01	2/19/13 ELECTION INSP	1114305190		02/26/13	104.00
						INVOICE TOTAL:	104.00
						VENDOR TOTAL:	104.00
OFFIC	OFFICE DEPOT						
644031578001	02/05/13	01	INK,FOLDERS	1169305310		02/26/13	68.71
		02	INK,STORAGE BOXES,LABELS	1124005310			183.01
						INVOICE TOTAL:	251.72
644031771001	02/05/13	01	FOLDERS	1124005310		02/26/13	39.33
						INVOICE TOTAL:	39.33
						VENDOR TOTAL:	291.05

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
PARAT	PARATECH AMBULANCE SERVICE						
10/12	10/31/12	01	OCT INTERCEPTS	1122005218		02/26/13	257.77
						INVOICE TOTAL:	257.77
11/12	11/30/12	01	NOV INTERCEPTS	1122005218		02/26/13	650.55
						INVOICE TOTAL:	650.55
						VENDOR TOTAL:	908.32
PIEPE	PIEPER ELECTRIC INC						
DRAW 4-FINAL	02/14/13	01	TRAFFIC SIGNAL INSTALL-FINAL	3430009122		02/26/13	6,179.04
						INVOICE TOTAL:	6,179.04
						VENDOR TOTAL:	6,179.04
PNC	PNC BANK						
0032-2/13	02/06/13	01	75TH ST INN-MEAL	1114205331		02/26/13	14.35
		02	MADISON-WPERLA CONF LODGING	1114205331			70.00
		03	OFFICEMAX-CALENDAR	1114205399			26.36
		04	SKILLPATH-SUSAN-TRAINING	1115105332			149.00
		05	UNIV PRODUCTS-ARCHIVAL PAPER	1114305310			61.40
						INVOICE TOTAL:	321.11
0354-2/13	02/06/13	01	OFFICEMAX-INK, FILE FRAMES	1132105340		02/26/13	303.45
		02	REPLACEMENT COMM-MOTOR-SALTER	1132125250			308.83
		03	OFFICEMAX-INK	1132105340			7.00
		04	OFFICE DEPOT-CREDIT-TAX	1132105340			-12.48
		05	WIPER BLADES-TK 13	1132105351			23.19
		06	C&D EXXONMOBIL-GAS	1132105341			25.02
		07	HYATT-LODGING-FOSTER	1132135410			210.00
						INVOICE TOTAL:	865.01
1831-2/13	02/06/13	01	HOME DEPOT-CLEANERS, TRASH BAGS	1122005350		02/26/13	150.80
		02	USPS-MAILING	1122005312			5.30
		03	PHENIX-HELMET RATCHET, EARLAPS	1122005800			105.70
						INVOICE TOTAL:	261.80
						VENDOR TOTAL:	1,447.92

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
REGFEE REGISTRATION FEE TRUST							
TRANSFER-2/12	02/15/13	01	LIC/REG VIN 2FAHP71V88X176637	1115305399		02/26/13	69.50
						INVOICE TOTAL:	69.50
						VENDOR TOTAL:	69.50
ROENS ARTIS ROENSPIES							
REIMB/1/13	01/28/13	01	JAN MILEAGE-42 MILES	1114305330		02/26/13	23.74
		02	REFRESHMENTS-ELECTION	1114305311			11.19
						INVOICE TOTAL:	34.93
						VENDOR TOTAL:	34.93
ROTE ROTE OIL COMPANY							
119374	02/06/13	01	354.5 GALS CLEAR DIESEL	1132105341		02/26/13	1,362.00
		02	228.1 GALS DYED DIESEL	1132105341			805.87
						INVOICE TOTAL:	2,167.87
119512	02/08/13	01	100 GALS DYED DIESEL	1132105341		02/26/13	353.30
		02	400 GALS CLEAR DIESEL	1132105341			1,536.80
						INVOICE TOTAL:	1,890.10
237130	02/08/13	01	GAS PUMP NOZZLES	1132105341		02/26/13	24.00
		02	GAS PUMP NOZZLES	1100001391			48.00
		03	GAS PUMP NOZZLES	1121005341			24.00
		04	GAS PUMP NOZZLES	1122005341			24.00
						INVOICE TOTAL:	120.00
						VENDOR TOTAL:	4,177.97
TEWA MICHAEL STEWART							
2/19/13	02/19/13	01	2/19/13 ELECTION INSP	1114305190		02/26/13	104.00
						INVOICE TOTAL:	104.00
						VENDOR TOTAL:	104.00
SUN SUN LIFE FINANCIAL							

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
SUN	SUN LIFE FINANCIAL						
RE021213	02/01/13	01	CEM DISABILITY-MAR	1170105137		02/26/13	26.84
		03	LIB DISABILITY-MAR	9900005137			60.53
		04	PD DISABILITY-MAR	1110205134			418.48
		05	STREET DISABILITY-MAR	1110205134			189.68
		06	WATER DISABILITY-MAR	1100001634			121.06
		07	WWTF DISABILITY-MAR	1100001634			87.77
		08	C HALL DISABILITY-MAR	1110205134			134.23
						INVOICE TOTAL:	1,038.59
						VENDOR TOTAL:	1,038.59
T0000661	BEAU RODDY						
REFUND	02/18/13	01	RODDY RIV SEC DEP REF 10/18/13	4055102353		02/26/13	1,000.00
		02	RODDY RIV CANCEL FEE 10/18/13	4055104674			-100.00
						INVOICE TOTAL:	900.00
						VENDOR TOTAL:	900.00
TAPCO	TAPCO						
414850	01/31/13	01	PREEMPTION EQUIPMENT	3430009122		02/26/13	7,900.00
						INVOICE TOTAL:	7,900.00
415076	02/04/13	01	TRAFFIC SIGNAL EQUIPMENT	3430009122		02/26/13	148.00
						INVOICE TOTAL:	148.00
415668	02/12/13	01	SIGNAL CHGS/ADJUSTMENTS	3430009122		02/26/13	332.50
						INVOICE TOTAL:	332.50
						VENDOR TOTAL:	8,380.50
UNITE	UNITED LABORATORIES						
037543	02/05/13	01	DEGREASER/GLASS CLEANERS	4055205350		02/26/13	358.20
						INVOICE TOTAL:	358.20
						VENDOR TOTAL:	358.20

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
SCCELL US CELLULAR							
RE021213	02/12/13	01	HARBORMASTER CELL-FEB	4055105221		02/26/13	12.68
		02	MAYOR'S CELL-FEB	1116105221			3.65
		03	BLDG INSP CELL-FEB	1124005262			14.67
		05	CITY ADMIN CELL-FEB	1116105221			45.41
		07	BEACH CELL-FEB	4054105221			1.26
		08	PARKING MTR 1 CELL-FEB	4234505221			2.83
		09	PARKING MTR 2 CELL-FEB	4234505221			5.92
		10	CITY HALL CELL-FEB	1116105221			4.51
		12	PARKING SUPERVISOR-FEB	4234505221			40.33
		13	CEMETERY CELL-FEB	1100001391			7.45
						INVOICE TOTAL:	138.71
						VENDOR TOTAL:	138.71
ANDE VANDEWALLE & ASSOCIATES INC							
201212016A	12/20/12	01	BLOOMFIELD TESTIMONY	1169305212		02/26/13	383.75
						INVOICE TOTAL:	383.75
						VENDOR TOTAL:	383.75
ERIZON VERIZON WIRELESS							
2863204432	01/23/13	01	CELL CHGS-JAN	1122005221		02/26/13	51.60
						INVOICE TOTAL:	51.60
						VENDOR TOTAL:	51.60
ERME VERMEER WISCONSIN INC							
20147300	02/12/13	01	KNIFE ASSY,BAR SHEAR-CHIPPER	1132135430		02/26/13	218.13
						INVOICE TOTAL:	218.13
20147311	02/12/13	01	CUTTER TOOTH,CAP SCREW-STUMPER	1132135430		02/26/13	268.92
						INVOICE TOTAL:	268.92
20147350	02/13/13	01	CHIPPER,WINCH	4132101311	00000075	02/26/13	41,800.00
						INVOICE TOTAL:	41,800.00
						VENDOR TOTAL:	42,287.05

DATE: 02/21/13  
TIME: 12:09:46  
ID: AP441000.WOW

CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/26/2013

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
VORPA VORPAGEL SERVICE INC							
32915	01/31/13	01	FURNACE FIX	4055205360		02/26/13	308.08
						INVOICE TOTAL:	308.08
						VENDOR TOTAL:	308.08
WALCOP WALWORTH COUNTY PUBLIC WORKS							
12399026	12/31/12	01	BRIDGE INSPECTIONS	1132105370		02/26/13	190.67
						INVOICE TOTAL:	190.67
12409026S	12/31/12	01	DEC SAND/SALT MIX	1132125340		02/26/13	3,285.10
						INVOICE TOTAL:	3,285.10
						VENDOR TOTAL:	3,475.77
WALCOS WALWORTH COUNTY SHERIFF							
1/13	02/05/13	01	JAN PRISONER CONFINEMENT	1112005290		02/26/13	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	30.00
WALMA WALMART COMMUNITY							
6368-1/13	02/16/13	01	BATTERIES-PAGERS	1122005340		02/26/13	57.58
						INVOICE TOTAL:	57.58
						VENDOR TOTAL:	57.58
WTA WI TAXPAYERS ALLIANCE							
2013 CONTRIBUTION	02/14/13	01	2013 CONTRIBUTION	1114205324		02/26/13	105.00
						INVOICE TOTAL:	105.00
						VENDOR TOTAL:	105.00
MCA YMCA							
REF-2/13	02/19/13	01	REFUND TEMP BEER/WINE LIC	1100004410		02/26/13	10.00
						INVOICE TOTAL:	10.00
						VENDOR TOTAL:	10.00
						TOTAL ALL INVOICES:	151,668.16

**City of Lake Geneva**  
**Treasurer's Report as of NOVEMBER 30, 2012**

WALWORTH STATE BANK	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Oct-12	Nov-12
City Expenses & Collections	General Checking	818,453.17	440,055.22			
City Net Payroll	General Checking	150,164.01		4,703.63		
City Health & Welfare Claims	General Checking	304,280.81		13,619.43		
<b>General Checking</b>		<b>1,272,897.99</b>	<b>440,055.22</b>	<b>18,323.06</b>	<b>870,053.82</b>	<b>55,534.11</b>
Municipal Justice Trust Account	Municipal Court Checking	766.86	14,546.91	(13,202.41)	19,047.87	19,625.51
MC Parking Violation Account	Municipal Court Checking	5.00	150.00	(2,417.02)	2,272.02	-
Savings Account	Police Seizure Account				2,661.79	2,661.79
<b>PNC Bank</b>	<b>TOTALS</b>	<b>1,273,669.85</b>	<b>454,752.13</b>	<b>2,703.63</b>	<b>894,035.50</b>	<b>77,821.41</b>

Talmer Bank & Trust	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Oct-12	Nov-12
US Bank	Tax Receipts				2,000.00	2,000.00
Talmer Bank	TID #4 Money Market		0.01		148.39	148.40
Talmer Bank	TID #4 Certificate of Deposit				58,500.00	58,500.00
<b>Talmer Bank &amp; Trust</b>	<b>TOTALS</b>	<b>-</b>	<b>0.01</b>	<b>-</b>	<b>60,648.39</b>	<b>60,648.40</b>

Other Banks	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Oct-12	Nov-12
PNC Bank	General Checking/Payroll	240,207.66	3,490.42	400,000.00	301,069.73	464,352.49
BMO Harris Bank	TID #4 Certificate of Deposit				601,824.51	601,824.51
Community Bank of Delavan	TID #4 Certificates of Deposit	-	467.08	1,293.59	618,549.86	620,310.53
Community Bank of Delavan	TID #4 CDARS	-	-	-	1,200,000.00	1,200,000.00
Community Bank of Delavan	TID #4 Money Market	-	751.64	(1,293.59)	2,250.74	1,708.79
Hometown Bank	Fire/EMS Billing Revenue	1,713.02	3,035.26	(2,703.63)	4,422.33	3,040.94
<b>Other Banks</b>	<b>TOTALS</b>	<b>241,920.68</b>	<b>7,744.40</b>	<b>397,296.37</b>	<b>2,728,117.17</b>	<b>2,891,237.26</b>

Local Govt Investment Pool	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Oct-12	Nov-12
LGIP Acct #1	General	-	92,305.35		5,457,507.52	5,549,812.87
LGIP Acct #4	Treasurer	-	0.02		100.13	100.15
LGIP Acct #5	Impact Fees-Park	-	13.73		88,839.96	88,853.69
LGIP Acct #6	Impact Fees-Fire	-	9.69		62,677.42	62,687.11
LGIP Acct #7	TID #4	-	557.57		3,607,848.52	3,608,406.09
LGIP Acct #8	Capital Projects	-	72.13	(400,000.00)	613,367.57	213,439.70
LGIP Acct #9	Public Library	-	14.03		90,750.81	90,764.84
LGIP Acct #10	Impact Fees-Library	-	22.54		145,861.49	145,884.03
LGIP Acct #11	Capital Projects	-	-		-	-
<b>Local Govt Investment Pool</b>	<b>TOTALS</b>	<b>-</b>	<b>92,995.06</b>	<b>(400,000.00)</b>	<b>10,066,953.42</b>	<b>9,759,948.48</b>

**GRAND TOTAL ALL BANKS**

<b>1,515,590.53</b>	<b>555,491.60</b>	<b>-</b>	<b>13,749,754.48</b>	<b>12,789,655.55</b>
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*Susan M. Klein, Treasurer*

Attest:

**City of Lake Geneva  
Treasurer's Report as of DECEMBER 31, 2012**

WALWORTH STATE BANK	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Nov-12	Dec-12
City Expenses & Collections	General Checking	475,730.22	529,068.34	600,000.00		
City Net Payroll	General Checking	161,237.53		17,685.59		
City Health Claims	General Checking	157,507.90		1,617.16		
<b>General Checking</b>		<b>794,475.65</b>	<b>529,068.34</b>	<b>619,302.75</b>	<b>55,534.11</b>	<b>409,429.55</b>
Municipal Justice Trust Account	Municipal Court Checking	5,331.94	4,110.12	(17,685.59)	19,625.51	718.10
MC Parking Violation Account	Municipal Court Checking				-	-
Savings Account	Police Seizure Account	70.75			2,661.79	2,591.04
<b>PNC Bank</b>	<b>TOTALS</b>	<b>799,878.34</b>	<b>533,178.46</b>	<b>601,617.16</b>	<b>77,821.41</b>	<b>412,738.69</b>

Talmer Bank & Trust	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Nov-12	Dec-12
US Bank	Tax Receipts		6,009,307.58	(4,000,000.00)	2,000.00	2,011,307.58
Talmer Bank	TID #4 Money Market		0.01		148.40	148.41
Talmer Bank	TID #4 Certificate of Deposit				58,500.00	58,500.00
<b>Talmer Bank &amp; Trust</b>	<b>TOTALS</b>	<b>-</b>	<b>6,009,307.59</b>	<b>(4,000,000.00)</b>	<b>60,648.40</b>	<b>2,069,955.99</b>

Other Banks	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Nov-12	Dec-12
PNC Bank	General Checking/Payroll	252,189.72	1,657.09		464,352.49	213,819.86
BMO Harris Bank	TID #4 Certificate of Deposit				601,824.51	601,824.51
Community Bank of Delavan	TID #4 Certificates of Deposit	-			620,310.53	620,310.53
Community Bank of Delavan	TID #4 CDARS	-	-		1,200,000.00	1,200,000.00
Community Bank of Delavan	TID #4 Money Market		0.03		1,708.79	1,708.82
Hometown Bank	Fire/EMS Billing Revenue	1,418.10	407.72	(1,617.16)	3,040.94	413.40
<b>Other Banks</b>	<b>TOTALS</b>	<b>253,607.82</b>	<b>2,064.84</b>	<b>(1,617.16)</b>	<b>2,891,237.26</b>	<b>2,638,077.12</b>

Local Govt Investment Pool	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Nov-12	Dec-12
LGIP Acct #1	General	-	786.04	(706,298.00)	5,549,812.87	4,844,300.91
LGIP Acct #4	Treasurer	-	170.82	4,000,000.00	100.15	4,000,270.97
LGIP Acct #5	Impact Fees-Park	-	13.84		88,853.69	88,867.53
LGIP Acct #6	Impact Fees-Fire	-	9.76		62,687.11	62,696.87
LGIP Acct #7	TID #4	-	561.95		3,608,406.09	3,608,968.04
LGIP Acct #8	Capital Projects	-	48.19	106,298.00	213,439.70	319,785.89
LGIP Acct #9	Public Library	-	14.14		90,764.84	90,778.98
LGIP Acct #10	Impact Fees-Library	-	22.72		145,884.03	145,906.75
LGIP Acct #11	Capital Projects	-			-	-
<b>Local Govt Investment Pool</b>	<b>TOTALS</b>	<b>-</b>	<b>1,627.46</b>	<b>3,400,000.00</b>	<b>9,759,948.48</b>	<b>13,161,575.94</b>

**GRAND TOTAL ALL BANKS**

<b>1,053,486.16</b>	<b>6,546,178.35</b>	<b>0.00</b>	<b>12,789,655.55</b>	<b>18,282,347.74</b>
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*Anna M. Klein, Treasurer*

Attest:

**City of Lake Geneva  
Treasurer's Report as of JANUARY 31, 2013**

WALWORTH STATE BANK	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Dec-12	Jan-13
City Expenses & Collections	General Checking	538,143.00	232,288.71	1,150,000.00		
City Net Payroll	General Checking	367,402.53				
City Health Claims	General Checking	193,000.49		290.21		
<b>General Checking</b>		<b>1,098,546.02</b>	<b>232,288.71</b>	<b>1,150,290.21</b>	<b>409,429.55</b>	<b>693,462.45</b>
Municipal Justice Trust Account	Municipal Court Checking				718.10	718.10
Savings Account	Police Seizure Account				2,591.04	2,591.04
<b>PNC Bank</b>	<b>TOTALS</b>	<b>1,098,546.02</b>	<b>232,288.71</b>	<b>1,150,290.21</b>	<b>412,738.69</b>	<b>696,771.59</b>

Talmer Bank & Trust	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Dec-12	Jan-13
US Bank	Tax Receipts	1,265,760.81	517,936.97		2,011,307.58	1,263,483.74
Talmer Bank	TID #4 Money Market		0.01		148.41	148.42
Talmer Bank	TID #4 Certificate of Deposit				58,500.00	58,500.00
<b>Talmer Bank &amp; Trust</b>	<b>TOTALS</b>	<b>1,265,760.81</b>	<b>517,936.98</b>	<b>-</b>	<b>2,069,955.99</b>	<b>1,322,132.16</b>

Other Banks	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Dec-12	Jan-13
PNC Bank	General Checking/Payroll	123,029.93	295.20		213,819.86	91,085.13
BMO Harris Bank	TID #4 Certificate of Deposit				601,824.51	601,824.51
Community Bank of Delavan	TID #4 Certificates of Deposit	-			620,310.53	620,310.53
Community Bank of Delavan	TID #4 CDARS	-			1,200,000.00	1,200,000.00
Community Bank of Delavan	TID #4 Money Market		0.03		1,708.82	1,708.85
Hometown Bank	Fire/EMS Billing Revenue	117.51	1,828.30	(290.21)	413.40	1,833.98
<b>Other Banks</b>	<b>TOTALS</b>	<b>123,147.44</b>	<b>2,123.53</b>	<b>(290.21)</b>	<b>2,638,077.12</b>	<b>2,516,763.00</b>

Local Govt Investment Pool	Type	Cash Activity			Cash Balances	
		Expenditures	Receipts	Transfers	Dec-12	Jan-13
LGIP Acct #1	General	-	1,684,692.07	(1,150,000.00)	4,844,300.91	5,378,992.98
LGIP Acct #4	Treasurer	5,805,430.84	10,750,629.43	(486,826.91)	4,000,270.97	8,458,642.65
LGIP Acct #5	Impact Fees-Park	-	9.82		88,867.53	88,877.35
LGIP Acct #6	Impact Fees-Fire	-	6.93		62,696.87	62,703.80
LGIP Acct #7	TID #4	-	428.50	486,826.91	3,608,968.04	4,096,223.45
LGIP Acct #8	Capital Projects	-	35.35		319,785.89	319,821.24
LGIP Acct #9	Public Library	-	10.04		90,778.98	90,789.02
LGIP Acct #10	Impact Fees-Library	-	16.13		145,906.75	145,922.88
LGIP Acct #11	Capital Projects	-			-	-
<b>Local Govt Investment Pool</b>	<b>TOTALS</b>	<b>5,805,430.84</b>	<b>12,435,828.27</b>	<b>(1,150,000.00)</b>	<b>13,161,575.94</b>	<b>18,641,973.37</b>

**GRAND TOTAL ALL BANKS**

<b>8,292,885.11</b>	<b>13,188,177.49</b>	<b>(0.00)</b>	<b>18,282,347.74</b>	<b>23,177,640.12</b>
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*Susan M. Klein, Treasurer*

Attest: